



# City of Lawrence

DAVID L. CORLISS  
CITY MANAGER

City Offices  
PO Box 708 66044-0708  
www.lawrenceks.org

6 East 6<sup>th</sup> St  
785-832-3000  
FAX 785-832-3405

## CITY COMMISSION

**MAYOR**  
MICHAEL DEVER

**COMMISSIONERS**  
MIKE AMYX  
JEREMY FARMER  
DR. TERRY RIORDAN  
ROBERT J. SCHUMM

July 2, 2013

The Board of Commissioners of the City of Lawrence met in regular session at 6:35 p.m., in the City Commission Chambers in City Hall with Mayor Dever presiding and members Amyx, Farmer, Riordan and Schumm present.

**A. RECOGNITION/PROCLAMATION/PRESENTATION: None.**

**B. CONSENT AGENDA**

**It was moved by Schumm, seconded by Farmer, to approve the consent agenda as below. Motion carried unanimously.**

1. Received minutes from various boards and commissions:

Community Development Advisory Committee meeting of 05/23/13  
Cultural District Task Force meeting of 06/11/13  
Hospital Board meeting of 05/15/13  
Mental Health Board meeting of 05/28/13  
Planning Commission meeting of 05/20/13

2. Approved claims to 240 vendors in the amount of \$3,329,104.14 and payroll from June 16, 2013 to June 29, 2013, in the amount of \$1,978,716.21.

3. Approved the Drinking Establishment License for Zen Zero, 811 Massachusetts; and, the Retail Liquor License for Ray's Liquor Warehouse, 1215 West 6<sup>th</sup>.

4. Approved the appointment of Patrick Kelly to the Lawrence Douglas County Metropolitan Planning Commission; reappointed Truman Waugh to the Douglas County Emergency Management Board; appointed Linda Jalenak to the Public Incentives Review Committee; appointed Steven Koprince to the Traffic Safety Commission; and, reappointed Bob Suderman to the Douglas County Community Corrections Advisory Board.

5. Bid and purchase items:

- a) Set a bid date of July 16, 2013 for City Bid No. B1343, Project PW1309, 6<sup>th</sup> Street and George Williams Way Signal Improvements and adopted Resolution No. 7027, authorizing issuance of \$250,000 in general



obligation bonds for improvements on 6th Street and George Williams Way.

- b) Set a bid date of July 16, 2013 for City Bid No. B1345, Project PW1227, Dillons Store #98, Traffic Control Project.
  - c) Awarded the bid for Bid Number B1335, Projects UT1201 – 2012 to 2015 Electrical Improvements Program and UT1202 - 2012 Mechanical Improvements Program Contract 2, to Garney Companies, Inc. for \$1,115,000 and authorized the City Manager to execute the contract. Authorized the City Manager to execute Supplemental Agreement No.1, in the amount of \$122,980, to the Engineering Services Agreement with Black & Veatch for Construction Phase Engineering Services.
  - d) Authorized the City Manager to execute an engineering services agreement with Professional Engineering Consultants for design phase engineering services in the amount of \$46,525 for project UT1308DS, North Iowa Waterline Replacement.
  - e) Authorized the City Manager to execute an engineering services agreement with Professional Engineering Consultants for design phase engineering services in the amount of \$86,833 for project UT1309DS, 23<sup>rd</sup> Street Waterline Replacement, Phases I and III.
  - f) Approved the purchase of a new stump grinding machine for the Parks & Recreation Department off a cooperative purchasing agreement with the National Joint Powers Alliance from Vermeer Great Plains for \$42,705.
6. Adopted Resolution No. 7028, authorizing the Mayor to sign the application and related grant documents for the 2013 Emergency Solutions Grant (formerly known as Emergency Shelter Grant) from the State of Kansas. 50/50 match funds are provided by partner donations and in-kind contributions.
7. Authorized staff to execute revised Agreement for Use of City Special Alcohol Funds with Heartland Community Health Center.
8. Authorized staff to provide support to proposed historic research and signage project on the Burroughs Creek Trail and Haskell Rail Trail.

**C. CITY MANAGER’S REPORT:**

David Corliss, City Manager, presented the report.

**D. REGULAR AGENDA ITEMS:**

1. **Conduct a public hearing to consider the vacation of a pedestrian easement at 900 New Hampshire Street, Original Townsite, Lots 70, 72, 74, 76, and 78 as requested by property owner 900 New Hampshire, LLC., pending commission approval of the site plan.**

Chuck Soules, Public Works Director, presented the staff report.

Schumm said when they were going to reconfigure the parking, were they going to do away with some of the parking.

Scott McCullough, Director of Planning and Development, said their proposal included changing that segment of parking from angled to parallel parking to accommodate the hotel use better.

Schumm said a few spaces would be lost.

McCullough said correct.

Amyx said angle parking would be added to the north building.

McCullough said correct.

Schumm said the sidewalk would be pushed further to the west.

McCullough said correct.

Schumm said they would be adding 122 spaces.

McCullough said correct.

**Moved by Amyx, seconded by Schumm**, to open public hearing. Motion carried unanimously.

No public comment was received.

**Moved by Schumm, seconded by Amyx** to close the public hearing. Motion carried unanimously.

**Moved by Amyx, seconded by Schumm**, to approve the vacation of a pedestrian easement at 900 New Hampshire Street, Original Townsite, Lots 70, 72, 74, 76, and 78, pending commission approval of the site plan. Motion carried unanimously.

2. **Consider authorizing the Mayor to execute the revised Development Agreement for the Rock Chalk Park development and consider authorizing**

**staff to execute all other necessary documents and items related to the document.**

David Corliss, City Manager, presented the staff report.

Gary Anderson, Gilmore and Bell, presented the highlights of the revised Development Agreement.

Amyx said Anderson discussed the changes to Article 7, regarding the development of the infrastructure improvements and becoming a 3<sup>rd</sup> party beneficiary, after the payment was made, and asked for Anderson to explain.

Anderson said it was in connection with a typical construction contract, the contract would make certain warranties in connection with their construction to the party they were contracting to, for example, if the city contracted with Gene Fritzel to build the recreation center, there would be certain representations and warranties contained in that contract.

Riordan said he wanted to understand the financial aspects of this development. He said if for some reason the Assist Foundation came up with a million, half million, or nothing at all, the city only owed 22.5 million.

Anderson said correct.

Amyx said in the event no action was taken to approve this revised development agreement that they would still be operating under the original development agreement.

Anderson said the original development agreement was never executed by the parties.

Amyx said if the Commission wanted to make changes to the revised development agreement, this would be the time to make those changes. He said the Commission discussed when they might consider auditing invoices and how it was to be handled.

Anderson said Article 9 of the development agreement addressed some of Amyx's concerns. This article provided that the city could participate in the monthly meetings with the contractor for the infrastructure improvements and gave the city site access. He said Section

903 provided that Bliss and Bliss Sports would provide monthly reports with respect to the infrastructure improvements and also the stadium facilities. He said the city had the opportunity to be involved as much as the city desired in connection with the infrastructure improvements because it was anticipated the city would ultimately pay for those improvements and the infrastructure improvements benefited both the KU facilities and the city's projects and it was important that those improvements were done properly and on time, in accordance with the infrastructure plans the city approved.

Mayor Dever called for public comment. None was received.

Farmer asked if the \$12,265 was the amount for the entire infrastructure on that site in the Revised Development Agreement, Exhibit I.

David Corliss, City Manager, said correct.

Farmer said the city owned the infrastructure on KU's portion.

Corliss said no. He said what the city would own was the city street, would not own the parking lot that was on the KU portion, but would own the parking lot that was on the city portion as well as the water and sewer lines. The city would own the trails that were on the city property and have access to the trails on the KU property. The tennis courts would be on City property where the city would own and maintain those courts.

Anderson said the only additional comment to add was that the pad site, under the terms of various agreements, part of the infrastructure improvements and of that \$400,000, the work had been completed and that would be part of the property the city acquired for the Recreational Center.

Riordan said the pad site would be within that 12 million.

Corliss said yes.

Amyx said all of the things listed on the AIA document, The Standard Form of Agreement between Owner and Contractor, listed all of the improvements and asked if the City was paying for those improvements.

Farmer said in Exhibit G, the stadium site would be conveyed by Rock Chalk Park to the City and then leased by the City to Rock Chalk Park in connection with issuance of IRB's for the purpose of obtaining the property tax abatement and sales tax exemption on construction materials for the stadium site. He asked about the Recreational Center construction materials.

Corliss said the Recreation Center had its own sales tax exemption because the city bid that project and the city would own that property next week and would have a sales tax exemption on construction materials. He said there was no industrial revenue bond issuance, but a general obligation bond issuance of the city to pay for that construction project.

Farmer said regarding section 3.3, The Rec Center Plan Change Orders, with the information that came from the hospital about the Wellness Center and how they needed more than 7,500 square feet. He asked how the city would protect its costs in the event the city wanted to do something different with that space. He said once the agreement was signed, they all had to agree with the change orders and would those change orders encompass and increase cost if things were different.

Dever said that space was not going to be finished and was going to be an empty shell. Whoever would be the tenant would pay to finish out that area. If all that area wasn't needed there would be additional costs.

Corliss said they didn't have any funds budgeted for the city to finish out that space and hoped to continue discussions with the hospital. If there were any plans, it would be because the City Commission would direct staff accordingly.

Schumm said there wasn't any revenue figured into the equation from the hospital. He said the city wasn't behind, it just wasn't going to happen right now and the city would have 7,500 square foot of space that would not be in use when it opened up.

Corliss said correct.

Farmer said what if the city wanted to give the hospital more space.

Corliss said they always contemplated that any of the construction costs for the Wellness Center would be borne by LMH. The main takeaway from the hospital was that they were not sure they wanted a wellness center anywhere. He said they didn't think that Rock Chalk Park site was a favorable site.

Schumm said at a later date, if the Wellness Center did not ever materialize, then the city could use that space for some other purpose and would most likely be in the recreational area.

Corliss said correct.

Dever said based where it was located in the building there would really no way to add space, unless they took it away from other planned uses and it would still not add up to enough.

Riordan said in discussions with board members from LMH and being at meetings where the Wellness Center was discussed, he thought it was extremely unlikely that the hospital would put a Wellness Center at that location. Secondly, he doubted there would be a 15,000 square feet Wellness Center because it had to be revenue neutral. He said this center should enter into their consideration because of that probability.

Farmer said in the language in the agreement, it stated that "the City shall cause this entity" and asked if that was standard language.

Corliss said that was a fair statement.

Dever said he hadn't analyzed this since the discussion of the Wellness Center not happening, he said he presumed the party room was going to be smaller than the Wellness Center.

Ernie Shaw, Interim Director, said there were two party rooms, both downstairs. He said the Wellness Center was on the ground floor, west end.

Dever said he had been wrong and that Wellness Center area could be added on to.

Farmer said he thought that was a selling point for the Recreational Center to have a Wellness Center.

Riordan said it was a disappointment to him and for the citizens of Lawrence.

Farmer said in Section 9.01 in the development agreement, Infrastructure Improvements Updates and Team, "The City shall have the right to, and upon RCP's request will, attend an Infrastructure Improvements team meeting." He asked if they had the right to be there or only if they're asked to be.

Corliss said if they had the right to be there. He said there was a meeting scheduled.

Farmer asked if they had an agenda setup.

Chuck Soules, Public Works Director, said typically when they meet with contractors they go over what the contractor was working on, material submittals, pipe, concrete, mixed designs etc... and any issues the contractor runs up against.

Farmer said with what the Commission was asking Michael Eglinski, City Auditor, to do regarding the audit, would it be helpful for Eglinski to be at those meetings to compare the estimates with what was actually coming in.

Soules said the estimate in the agreement was for the full project, this would be coming in piecemeal. He said they would be finishing 1,000 feet of sidewalk and would verify those quantities with full time inspectors watching the work being done. He said he didn't know if

Eglinski would necessarily need to be there and thought Eglinski was more of a check to follow up after words.

Riordan said he understood that Eglinski would review the present processes and make sure those processes were strong enough and appropriate. He said when they did the evaluations of the appropriateness of the bills that those bills would be accurate rather than have anything to do with those bills. He said it probably wouldn't benefit Eglinski to be present at those meetings.

Farmer said they would have access during the inspection period, but would have access prior to that point.

Corliss said they would have access to the site to inspect all the public improvements as they would through the Public Works Department and access to the site to inspect any of the private improvements as those related to the site plan.

Amyx said regarding infrastructure improvement costs, as those cost were put together, he asked what the city's involvement was in trying to help establish those costs.

Corliss said they had the cost estimates as part of the development agreement that was already set out. Also, staff would be involved in various meetings where they would be monitoring and inspecting.

Amyx asked if establishing costs, was in Section 11.02 of the development agreement where it stated: "that the methods, per unit cost, and quantities used represent reasonable estimates based on information received by the respective parties to date."

Corliss said yes.

Amyx said in that same section in the agreement, it stated that cost included interest carry costs incurred in financing such costs, loan origination fees, compliance costs, and asked if the city would pay 2.5% of the loan origination fees.

Anderson said in looking at Section 11.01 and 11.02 together, in 11.01 second paragraph stated: The Infrastructure Payment shall not exceed the sum of (a) all of the hard

costs and soft out of pocket costs incurred by Bliss Sports II in connection with development and construction of the Infrastructure Improvements, plus (b) construction management fee. In Section 11.02 it stated: "Bliss Sports II shall provide to RCP and the City copies of those of Bliss Sports II's books and records which evidence out of pocket costs incurred and payments made by Bliss Sports II which constitute the Infrastructure Improvements Cost, and substantiation of actual costs incurred and payments made." He said he understood that the construction management fee imposed on the soft cost items would not be charged on those types of cost. He said if the infrastructure improvement costs exceed the estimated amount, the city's total obligation was capped at 22.5, in addition, if there were change orders to the recreation center contract that all the parties agree to that would increase the cost that would then lower the obligation on the infrastructure payment side, unless changes were made that weren't contemplated, were capped at 22.5.

Farmer asked how the 11.5 million in infrastructure costs were figured.

Anderson said he would ask for clarification on how they figured the infrastructure costs.

Corliss said any execution of the agreement could be contingent upon that figure being corrected.

Anderson agreed.

Dever said it was important to get those numbers correct and not to move forward until that happened. He said he thought mobilization was not to be included. He said there was discussion about taking that out and paying that cost plus.

Farmer asked about the engineering fees.

Dever said those were fees they paid to a third party and carry that cost and mark it up.

Corliss said they needed an exhibit as to what was the 11.5 million and make it clear it wasn't on the construction management fee, loan interest and the loan origination fee.

Anderson said and in addition, the legal fees. He said they needed clarification on the mobilization.

Dever said he wanted to know exactly where the mobilization was going because that was something they discussed and thought it was agreed to in principle that there would either be a fee or on a cost plus basis which would be subject to a fee.

Schumm said tonight's meeting was a refinement of where they had been. They had this agreement early on, but had a lot of loose ends that now had been tied down. He said he didn't see anything too much different, other than knowing a lot of answers to a lot of questions. In reading through the document, the red ink that crossed out a lot of paragraphs were replaced by factual statements, some of which were completed and it was an update of the original agreement with numbers. The fact was that the project was cheaper today than when it was agreed to last time.

Dever said it needed to be understood that those figures were estimates too. He said they were capped with a not-to-exceed, but his belief was that they all would like it to be less anyway. They would only be paying whatever those bills added up to for the infrastructure and it was important that they knew what the city would be charged as far as a markup and management fees which was the only grey area that needed to be answered tonight.

Amyx said the crux was if the Commission was comfortable with how the costs were to be established. He said the Commission discussed getting the best value for the tax payers. He asked if the Commission was comfortable with the way this was outlined through the development agreement.

Dever asked where they stood with the quality control manager.

Corliss said the quality control manager's role was solely at the recreation center and were ready to be engaged. There was a preconstruction meeting and would have additional meetings. They were in the process of reviewing the different items. In addition, they were also having the architect involved and city inspection.

Dever suggested having some scope or oversight. He said Amyx's point was how they were vetting the bills and when they would vet the bills.

Amyx said he thought they would be vetting the bills at the end.

Corliss said correct.

Amyx said it was discussed how they could be earlier in the vetting the bills process.

Dever said the reason was that the city did not pay until the project was completed. He said the question was how to do that. He said that was why he brought up the quality control manager because that manager could be actively reviewing things.

Corliss said he felt comfortable that staff would be able to inspect the quality of the actual construction work. He said Amyx was getting at the costs and invoices. He said the way that was set out was that the city would pay at the end. Again, in the development agreement it stated: "Bliss Sports II shall provide to RCP and the City copies of those of Bliss Sports II's books and records which evidence out of pocket costs incurred and payments made by Bliss Sports II which constitute the Infrastructure Improvements Cost, and substantiation of actual costs incurred and payments made" which would be done at the end of the project. If the desire was to get that timely, staff would also be inspecting and determining all that. He said then they would need to make a change that that would happen on a monthly basis or whatever appropriate basis the Commission would want.

Schumm said it was his understanding that the invoices submitted to Bliss by their subcontractors would be looked at by RCP and those invoices would be presented to the City Commission for payment at the end. It was not an invoice from Bliss, but an invoice from the subcontractor that was working for Bliss.

Corliss said correct, in some cases it might be Bliss, if there was no subcontractor.

Schumm said as those invoices were generated and presented to the Commission after RCP received those invoices, then the city's engineers would determine if the quantities were correct and the costs would be associated with cost they were experiencing in other parts of the city for pavement, sewer line, and water line. He said that would be well established because it was by bid. The only real question was the quantities, but the City's engineers would be

present to verify those quantities. He said with all that in mind, he could see where there might be some issue if the contractor Bliss was collecting all of those invoices and at the end come up with an invoice that couldn't be supported with anything that hadn't been submitted to the general contractor. He said he understood that they would be looking at every one of those subcontractor invoices.

Corliss said the pad site was a little different in that the architect was inspecting that work as opposed to a street or sewer line worker.

Anderson said when the project was complete there would be Exhibit J which was the certificate of completion by Bliss Sports, a full accounting by line item basis and attached to that would be all of the invoices for all the costs. The City would review all of that information and make sure they were satisfied and at the end of the day the city was holding the big stick which was that until the city was satisfied, they wouldn't make the payment for the infrastructure. However, if the Commission thought there was some benefit in getting the information monthly that could be added back into the agreement.

Corliss said how it would benefit staff was that it would help determine if there were any issues or causes for concerns. He said it made sense to put it back into the agreement.

Schumm said with a project this size, it would be better to verify the information and the project continued on. He said he was in favor of seeing a monthly report and set it up like the budget in finding out what percentage of the work was done, where they were on costs and giving running totals.

Corliss said even though they were not paying for the project until completed, staff could put the monthly reports on the agenda so everyone could see the progress.

Anderson said he would suggest modifying Section 903 which was the monthly report because that currently did not have any monetary provisions.

Amyx asked if this would create any other sections of the development agreement.

Anderson said no.

Amyx said he appreciated the monthly updates on the expenditures. One of the main concerns was being more involved as in being able to have an effect on what that cost might look like on an on-going basis. He said he had concerns with the project as a whole, but if this could be separate he would appreciate that.

Farmer said his sense was that he had been for this project the entire time and the Commission owed it to the public to get it right. He said he would like to see the construction management fee with the 11.5 million figured out as well as the amendment to Section 9.03. He said then he would feel more comfortable with approving the agreement.

Corliss said staff would tell the other parties the language they wanted on the monthly review of the costs and the project to date and the appropriate accounting of that 11.5 million.

**Moved by Schumm, seconded by Farmer**, to defer for one week consideration of the revised Development Agreement pending amendment of the agreement to include a requirement for monthly reports on progress and expenses to date and to clarify what was and what was not included in the management fee. Motion carried unanimously.

3. **Considered authorizing the City Manager to execute an Engineering Services Agreement, in the amount of \$1,228,934, with TREKK Design Group, LLC for Project UT1305 - Rapid Inflow and Infiltration Reduction.**

Mike Lawless, Deputy Director of Utilities, presented the staff report.

Ron Thomann, TREKK Design Group, presented the program.

Dever asked what was included in the \$1,228,934, specifically in the various tasks including subcontracting third party plumbers and remediation of problems that might exist. He said he understood that not all those costs were included.

Thomann said there was a lot of inspection work that was being done within that fee such as manhole inspections, sewer mains and service laterals being televised, conducting inspections or evaluations on the 1400 homes, putting a program in place, and procuring the plumbing contractors to do the work on private property.

Lawless said the majority of the fee was directed at those private 1400 homes. It was not that they could knock at the door and expect to get in on the first try. There would be hours associated as well as multiple contacts. After that was completed, they would schedule those improvements and within a matter of weeks or a month, staff would get back to that resident with a plumbing contractor.

Dever said it would include inspecting the existing structures, identifying the flaws, and designing what needed to be done.

Schumm asked if the city would pay for the remediation on private property.

Lawless said as they set up that program, that would be staff's recommendation.

Riordan said staff was looking at infiltration into the system and trying to eliminate those problems. He said most sump pumps dump into the back yard or driveway. He asked Lawless to give an example of a sump pump dumping into the system.

Lawless said in some houses when getting into the basement, there would be foundation drains that drain the water away from the house which would come to a common point inside. Sometimes there was a sump pump that would pump directly into the sanitary sewer rather than going outside. Unless they physically went inside the building, they wouldn't see that connection because it didn't come outside. In some cases the foundation drain, drains directly into the sanitary sewer itself. Prior to the 1940's that was common.

Riordan said he assumed staff would notify those people.

Lawless said correct. He said part of the program would be a good public relations program.

Amyx said the objective of reducing the Rapid I/I Program by 35% which took away the need to expand the Kaw Water Wastewater Treatment Plant. Those improvements would take care of wet weather events and expanding the Kaw WWTP would cost a lot more than having the City pay for those improvements.

Lawless said correct. If they weren't going to do the removal of the Rapid I/I Program, it wasn't just the improvements at the Wastewater Treatment Plant it was also improvements along the Burroughs Creek Interceptor.

Amyx said as they looked at the Wastewater Master Plan, anything involved with that plan was big dollars.

Lawless said correct, that corridor was full.

Dever said since TREKK had vast experience in doing this, that they should have some idea of how much remediation would be required, how much money for the first 1450 units.

Lawless said in TREKK's experience in Columbia, Springfield, and Johnson County Wastewater, typically to remove some of the sump pumps and foundation drains ran about \$2,000 a repair on average. He said depending on what they found on the service lines that would be an additional cost above the down spouts, sump pumps and foundation drains.

Dever said about \$850 dollars per unit for services to access, manage, and implement through mediation.

Lawless said correct.

Riordan asked if there was any significant infiltration because of the mainline sewer from the house to the sewer system.

Lawless said yes. He said with smoke testing, the smoke would go into the mainline sewers as well as in the laterals that served each structure.

Riordan said he lived on Tennessee Street where there were lots of older homes and many were clay. He asked if they would be looking at the lines themselves and people having to replace their main sewer lines.

Thomann said part of this was to televise those service laterals from the mainline back to the house to look at the condition. He a research foundation did a study and found that 75% of the system I/I was coming from the private side, from the house and the service lateral. A big

problem when it came to service laterals was the point of connection into the main itself tended to be very leaky.

Riordan said there would be citizens who would have their main lines redone.

Thomann said that would be something that had to be evaluated.

Riordan said the property owners would know the status of their main lines.

Thomann said with other cities, they had provided a copy of the video to the homeowner, if they desired, at no cost. He said it was important that they develop a relationship with the property owners.

Mayor Dever called for public comment.

KT Walsh, East Lawrence Neighborhood Association, asked if this would be for the benefit of the homeowner or would the homeowner be billed. It was said that they would create relationships with the plumbing community in Lawrence, but she knew people were particular about their plumbers. She hoped that someone wasn't choosing who would be coming into their homes necessarily. She said regarding the speedy process and creating a relationship with the homeowner, it always worked great to work with the neighborhood associations that could help facilitate and get the word out that this was a good thing that was happening in the city.

Corliss said staff anticipated recommending to the City Commission that the city would bear the costs and the benefitting property owner would not pay the cost of the plumbing work. He said Walsh's suggestions about plumber and plumber preferences would be a policy issue that they would need to work with. He said he appreciated Walsh's comments about neighborhood associations. He said the reason for this agenda item was to try and get some of the general notice out and what staff anticipated was a lot of interaction with the impacted neighborhood associations and property owners to make sure they knew when this was coming and the parameters.

Dever said this was a part of the city's best management practices and needed to manage it effectively. He said this was a regulatory issue and environmental issue to minimize

this type of infiltration because there were a lot of properties that had improperly installed storm water inflow.

Jeremy Rothe-Kushel said this was a wise program to implement. He said it was always smarter to save on the front end and it was cost effective to remediate rather than over build on the back end. He said looking forward he asked if there were programs that the city could look into that would help further infiltrate water at the source.

Corliss said the two public water supplies for drinking water were the Kansas River and the Clinton Reservoir. They also had some alluvial wells along the Kansas River that provided a modest contribution to the Kaw Water Treatment Plant. He said the city had done a good job with regard to a number of water conservation efforts.

Lawless said in terms of what they looked at in the Master Plans, it was how to remove the water that was actually getting in and by doing that they weren't treating it or using energy. He said the city was using the river and the reservoir for their water supply. The waste went back into the river and that became part of the reuse in terms of how they looked at how much water had to be in the river.

**Moved by Amyx, seconded by Farmer,** to authorize the City Manager to execute an Engineering Services Agreement with TREKK Design Group, LLC for the Rapid Inflow and Infiltration Reduction project. Motion carried unanimously.

**E. PUBLIC COMMENT:** None.

**F. FUTURE AGENDA ITEMS:**

David Corliss, City Manager, outlined potential future agenda items.

**G: COMMISSION ITEMS:**

**H: CALENDAR:**

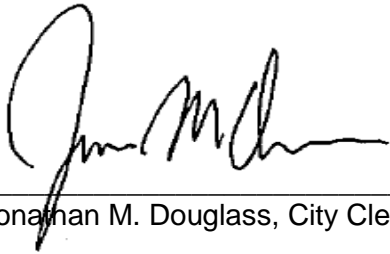
David Corliss, City Manager, reviewed calendar items

**I: CURRENT VACANCIES – BOARDS/COMMISSIONS:**

Existing and upcoming vacancies on City of Lawrence Boards and Commissions were listed on the agenda.

**Moved by Schumm, seconded by Riordan,** to adjourn at 8:28 p.m. Motion carried unanimously.

**MINUTES APPROVED BY THE CITY COMMISSION ON AUGUST 6, 2013.**

A handwritten signature in black ink, appearing to read "Jon M. Douglass", written over a horizontal line.

Jonathan M. Douglass, City Clerk