

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, AUGUST 6, 2014

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of Cereal Malt Beverage License for V-Bar-T Ranch & Contracting LLC Special Event for October 4, 2014 located at 1849 N 800 Road, Baldwin City, Kansas;
- (c) Approval of revised Agreements Not to Protest inclusion in benefit district for improvements along East 25th Street and E 1700 Road, associated with development of a new Public Works facility (Keith Browning);
- (d) Approval of revised Master Street Tree Plan associated with development of a new Public Works facility (Keith Browning); and
- (e) Consider approval to purchase used equipment, a Midland Machinery Model SA road widener (Keith Browning).

REGULAR AGENDA

- (2) Consider approval to solicit bids for additional 2014 road maintenance work (Keith Browning)
 - (3) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeal (2) eligible for reappointment 10/2014
 - Building Code Board of Appeals (1) eligible for reappointment 12/2014
 - Fire District No. 1 – 12/2014
 - Jayhawk Area Agency on Aging Board of Directors – (2) vacancies
 - Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies
 - (c) Public Comment
 - (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, AUGUST 13, 2014

-Consider approval of 2015 Budget

THURSDAY, AUGUST 14, 2014

-9:00 a.m. – Primary Election Canvass

TUESDAY, AUGUST 19, 2014

- A joint meeting with a Board of Trustees of the Lawrence Memorial Hospital. Receive an update on LMH and discuss any issues that either Board may want to discuss.

WEDNESDAY, AUGUST 20, 2014

4pm – Joint City/County/School District Meeting at the County Courthouse.

WEDNESDAY, AUGUST 27, 2014

WEDNESDAY, OCTOBER 8, 2014- light agenda, possible cancel

THURSDAY, NOVEMBER 13, 2014

-9:00 a.m. – General Election Canvass

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

RESOLUTION _____

WHEREAS, on the **6th day of August 2014**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **V-Bar-T Ranch & Contracting LLC** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **V-Bar-T Ranch & Contracting LLC** is qualified under the law to sell cereal malt beverages for consumption on the premises located **1849 N 800 Rd, Baldwin City KS**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **V-Bar-T Ranch & Contracting LLC Special Event** granted a license to sell cereal malt beverage for consumption on the premises located at **1849 N 800 Rd, Baldwin City KS**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2014

SPECIAL LICENSE ONE DAY ONLY

October 4th, 2014

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **V-Bar-T Ranch & Contracting LLC SPECIAL EVENT**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**1849 N 800 Rd, Baldwin City, KS Application therefore on file in the office of the County Clerk of Douglas County,
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the
board of County Commissioners.**

**This License will expire: 12:00 midnight October 4TH, 2014 unless sooner revoked, is not transferable, nor will any
refund be allowed thereon.**

Done by the Board of County Commissioners of Douglas County, Kansas

This 6th Day of August 2014

Attest: _____
County Clerk

Chairman





DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : July 31, 2014

Re : Consent Agenda approval of revised planning documents
New Public Works facility

You will recall the BoCC previously approved the following two planning documents associated with development of the new Public Works facility:

- Agreement Not to Protest inclusion in benefit district for sidewalks along 25th Street
- Agreement Not to Protest inclusion in benefit district for sidewalks and street improvements on E 1700 Road

The revised legal description of the property due to the impending lot split to accommodate sale of the northeastern portion of the property to KDOT requires us to revise these two Agreements Not to Protest.

By signing the two Agreements Not to Protest, the BoCC stipulates we will not protest inclusion in a benefit district for improvements to 25th Street along our north property line or E 1700 Road along our east property line.

Action Required: Consent Agenda approval of revised Agreements Not to Protest inclusion in benefit district for improvements along East 25th Street and E 1700 Road, associated with development of a new Public Works facility.

AGREEMENT

THIS Agreement is made this ____ day of _____, 2014, by and between the City of Lawrence, Kansas, a municipal corporation, and the Board of County Commissioners of Douglas County, Kansas, a Kansas county.

RECITALS

- A.** The Board of County Commissioners of Douglas County, Kansas, ("Owner"), a Kansas County, is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1 & LOT 2 OF DOUGLAS COUNTY PUBLIC WORKS ADDITION
NO. 2, AN ADDITION TO THE CITY OF LAWRENCE, DOUGLAS
COUNTY, KANSAS;

- B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements on the Property along East 25th Street as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (July 1, 2013);
- C.** The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. Covenant.** In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of sidewalks on East 25th Street.
- 2. Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years, terminating at midnight on December 31, 2043.

3. **Binding Effect.** This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.
4. **Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
5. **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
6. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a
municipal corporation**

MIKE AMYX
Mayor

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

**OWNER, Board of County
Commissioners of Douglas County,
Kansas, a Kansas County**

NANCY THELLMAN
Chair

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came Nancy Thellman, Chair of the Board of County Commissioners of Douglas County, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

AGREEMENT

THIS Agreement is made this ____ day of _____, 2014, by and between the City of Lawrence, Kansas, a municipal corporation, and the Board of County Commissioners of Douglas County, Kansas, a Kansas county.

RECITALS

- A.** The Board of County Commissioners of Douglas County, Kansas, ("Owner"), a Kansas County, is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1 & LOT 2 OF DOUGLAS COUNTY PUBLIC WORKS ADDITION
NO. 2, AN ADDITION TO THE CITY OF LAWRENCE, DOUGLAS
COUNTY, KANSAS;

- B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements on the Property along East 1700 Road as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (July 1, 2013);
- C.** The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

AGREEMENT

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. Covenant.** In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of sidewalks and streets.
- 2. Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years, terminating at midnight on December 31, 2043.
- 3. Binding Effect.** This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of

the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.

4. **Severability**. If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
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6. **Recitals**. The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a
municipal corporation**

MIKE AMYX
Mayor

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Amyx, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

**OWNER, Board of County
Commissioners of Douglas County,
Kansas, a Kansas County**

NANCY THELLMAN
Chair

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came Nancy Thellman, Chair of the Board of County Commissioners of Douglas County, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
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dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : July 31, 2014

Re : Consent Agenda approval of revised Master Street Tree Plan
New Public Works facility

You will recall the BoCC previously approved a Master Street Tree Plan associated with development of the new Public Works facility. A revised Plan is required due to the impending lot split to accommodate sale of the northeastern portion of the property to KDOT.

The Master Street Tree Plan is required by the Planning Department. It is a commitment that the new Public Works facility development will adhere to City of Lawrence requirements for street trees.

Action Required: Consent Agenda approval of revised Master Street Tree Plan associated with development of a new Public Works facility.

MASTER STREET TREE PLAN
July 11, 2014

RE: Lot 1 & 2 of Douglas County Public Works Addition No. 2, all in the City of Lawrence, Douglas County, Kansas

- A. This master street tree plan was prepared in accordance with Section 20-811g, et seq, of the Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County, Kansas.
- B. The following is a list of approved shade trees for installation in this subdivision to comply with the master street tree plan:

<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>
Shademaster Locust	Gleditsia triacanthos inermis 'Shademaster' TM
Sawtooth Oak	Quercus acutissima
Eastern Redbud	Cercis Canadensis
Hedge Maple	Acer campestre
Robin Hill Serviceberry	Amelanchier arborea 'Robin Hill'
Adirondack Crabapple	Malus halliana 'Adirondack'

* Substitution of appropriate similar species may be approved by City of Lawrence-Douglas County Planning & Development Services.

- C. A total of 72 shade trees are required to be provided based upon the ordinance requirements of 1 shade tree for every 40' of street frontage [2" min. caliper]. Shade trees are to be spaced in accordance with the master street tree section of the subdivision regulations.

Total linear street frontage is 2843'.

Street frontages per Lot 1 along platted right-of-way are as listed below:

Along East 25 th St.	1198 linear feet	= 30 trees required
<i>Along East 25th Street, Existing Trees to Remain</i>		<u>= 7 trees</u>
Total New Trees Provided along East 25 th St.		= 23 trees

Along East 1700 Rd.	269 linear feet	= 7 trees required
<i>Along East 1700 Rd., Existing Trees to Remain</i>		<u>= 0 trees</u>
Total New Trees Provided along E. 1700 Rd.		= 7 trees

Along Franklin Park Ct.	439 linear feet	= 11 trees required
<i>Along Franklin Park Ct., Existing Trees to Remain</i>		<u>= 7 trees</u>
Total New Trees Provided along Franklin Park Ct.		= 4 trees

Street frontages per Lot 2 along platted right-of-way are as listed below:

Along East 25 th St.	280 linear feet	= 7 trees required
<i>Along East 25th Street, Existing Trees to Remain</i>		<u>= 0 trees</u>
Total New Trees Provided along East 25 th St.		= 7 trees

Along East 1700 Rd.	657 linear feet	= 16 trees required
<i>Along East 1700 Rd., Existing Trees to Remain</i>		<u>= 0 trees</u>
Total New Trees Provided along E. 1700 Rd.		= 16 trees

TOTAL TREES REQUIRED: = **57 TREES**

D. Number of lots in the plat 2 .

NOTES:

- To receive credit for the preservation of the existing trees the tree protection plan must meet the requirements of Section 20-1008 of the Land Development Code. Trees destroyed or receiving major damage must be replaced by trees of equivalent environmental value as specified by the planning department before occupancy or use, unless approval for their removal has been granted (ord. 6610). Any trees located within the right-of-way may not be removed without consent of the City of Lawrence.
- If any trees are to be substituted, they shall be approved by the city forestry division prior to installation.
- All site plans within this district shall illustrate the proposed street tree locations on individual site plan drawings for approval as necessary.

This master street plan is entered into as an agreement between the property owner(s) _____ and the City of Lawrence.

Nancy Thellman,
Chairman, Board of County Commissioners of Douglas County

STATE OF KANSAS)
) SS:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nancy Thellman, Chairman, Board of County Commissioners of Douglas County, who is personally known to me to be the same person(s) who executed the foregoing instrument of writing, and such person(s) duly acknowledged the execution of the same to be his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above mentioned.

Notary Public

My Appointment Expires: _____

APPROVED BY _____

Director of Planning



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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer
Doug Stephens, Operations Division Manager

Date : July 30, 2014

Re : Consent Agenda approval to purchase used equipment
Midland Machinery Model SA road widener

Douglas County Public Works received a quote to purchase a used 2010 Midland Machinery, Model SA road widener with approximately 300 hours for \$35,500. If purchased new this equipment would cost \$66,800. The seller (Van Keppel Co.) previously allowed the Operations Division to demo this equipment and verify that it is in good mechanical condition.

The road widener attaches to standard road maintenance equipment. It is used to place aggregate along paved road shoulders after asphalt patching and overlay construction, thereby alleviating the safety concern of an edge drop-off. Our existing road widener is a 1995 HTC model 2000, and is in need of several repairs. This equipment will be sold through our on-line auction.

Sufficient funds are available to purchase this equipment from Road and Bridge Fund 232, Funded Depreciation.

Action Required: Consent Agenda approval to purchase a used 2010 Midland Machinery, Model SA road widener in the amount of \$35,500 from Van Keppel Company, and pay for it out of Fund 232, Equipment Reserve fund.



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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : August 1, 2014

Re : Consider approval to solicit bids for additional 2014 road maintenance work

You will recall the BOCC awarded contracts for Project 2014-1, chip sealing approximately 48 road miles, and for Project No. 2014-12, bituminous frictional sealing an additional two road miles. We request permission to solicit bids to mill, patch, and overlay a ½-mile segment of Route 9 (E 1500 Road) in Grant Township. This segment is from the northern Lawrence city limits to I-70 (Kansas Turnpike). In addition, we wish to add the other ½-mile segment of Route 9, from I-70 to US-24/40 highway, to the Chip Seal contract.

The following shows available contract pavement maintenance funds available in Road & Bridge Fund 201 and the CIP, and the remaining available funds following the maintenance projects currently under contract.

Road & Bridge Fund 201	\$1,260,000
CIP (Annual Contract Pvmt. Maint.)	<u>\$ 500,000</u>
Total Available budgeted funds	\$1,760,000
Less: Project 2014-1	(\$1,079,225)
Less: Project 2014-12	(\$ 46,620)
Remaining available funds	\$ 634,155

We estimate the cost to mill, patch, and overlay the southern ½-mile segment of Route 9 to be approximately \$109,000. The estimated cost to add an additional ½-mile segment to the chip seal contract for the northern ½-mile segment of Route 9 is approximately \$8,200. There are more than adequate remaining available funds to cover the cost of the additional work.

Our pavement management system shows the southern ½-mile segment of Route 9 had a Pavement Condition Index (PCI) of 59 in 2013, down from a PCI of 71 in 2012. This segment has extensive transverse cracking and block cracking, and has significant corrugations (asphalt shoving).

The northern ½-mile was surfaced in 2011 by the KTA's contractor (Hamm) to repair damage from construction of the Kansas Turnpike bridge over Route 9. It is in good

condition, but is showing some oxidation and minor cracking. A chip seal will keep this segment in good condition.

A construction contract for milling, patching and overlaying ½-mile of Route 9 will be presented to the BOCC for consideration following the bid opening.

Action Required: Consider the following additional contract pavement maintenance work in 2014:

- Authorize the addition of ½-mile (Route 9 from I-70 to US-24/40) of chip sealing to Project 2014-1
- Authorize Public Works to solicit bids to mill, patch and overlay a ½-mile segment of Route 9 from the Lawrence city limits to I-70 |