

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 4, 2015

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval to negotiate contract for engineering services Project No. 2015-68; Replacement of Bridge No. 00.64N-05.50E (Keith Browning)

REGULAR AGENDA

- (2) Consider approval of policies and procedures related to use of alcohol at the Douglas County Fairgrounds (Drew Vincent)
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
 - Board of Construction Codes Appeals (1) position**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, NOVEMBER 11, 2015

7:30 a.m. – at Health Department 2nd Floor Mental Health Consortium Sub Committee meeting.

4:00 p.m.

-H2020 Steering Committee's Issue Action Report (Jeff Crick, Planning Department)

WEDNESDAY, NOVEMBER 18, 2015

-Consider conveying real estate property to Economic Development Corporation of Lawrence (Craig Weinaug)

WEDNESDAY, DECEMBER 2, 2015 – Cancelled

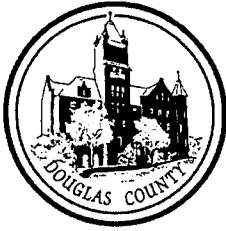
WEDNESDAY, DECEMBER 9, 2015

WEDNESDAY, DECEMBER 16 2015

WEDNESDAY, DECEMBER 23, 2015

WEDNESDAY, DECEMBER 30, 2015

Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 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.



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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 *KAB*

Date : October 30, 2015

Re : Consent Agenda approval to negotiate contract for engineering services
Project No. 2015-68; Replacement of Bridge No. 00.64N-05.50E

Pursuant to Section 3.5.C.2. of the Purchasing Policy, this department requests authorization to negotiate a final contract and fee for engineering services to design and prepare construction plans for the replacement of Bridge No. 00.64N-05.50E, Project No. 2015-68. We solicited proposals from three firms, and received proposals from two of those firms. A selection committee of department engineers interviewed the top ranked firm, CFS Engineers. CFS has an office in Lawrence, as well as offices in Topeka, Wichita, and Kansas City.

The referenced bridge carries Route 1029 over the West Fork of Eight Mile Creek approximately 0.6 miles north of the Franklin County line. It is a 47'-long, two-span, steel bridge constructed in 1935 and rehabilitated in 1972. The CIP includes a project to replace this bridge with construction scheduled for 2016.

Following negotiations, a final contract will be presented to the BoCC for approval.

Action Required: Consent Agenda authorization to negotiate a final contract and fee for engineering services with CFS Engineers for Project No. 2015-68, replacement of Bridge No. 00.64N-05.50E.



**Memorandum
Douglas County, Kansas
Administration**

To: Board of County Commissioners
Craig Weinaug, County Administrator
Sarah Plinsky, Asst. County Administrator

From: Drew Vincent, Intern to the County Administrator

Date: October 30, 2015

RE: Fairgrounds Alcohol Policies and Procedures

Background

Building on the passage of Resolution 15- 26, exempting the Fairgrounds from K.S.A. 41-719 (c), the Commission asked Drew Vincent, Management Intern, to research and draft policies and procedures that would set guidelines related to alcohol. Once a draft was prepared, the Commission requested Mr. Vincent return to the body so the policies could be discussed in further detail.

Versions

There are two versions included for discussion purposes. Version A includes policies focused on the sale *and* consumption of alcohol; Version B is focused solely on the consumption of alcohol and assumes the sale of alcohol at events will not be allowed at the Fairgrounds. Both versions are included in the Appendices.

Much of the content of the two versions is the same. To make it easier to distinguish differences, Appendix A (Sale and Consumption Draft) includes provisions in red that do *not* appear in Appendix B (Consumption Only Draft).

These drafts have been sent to the County's insurance provider. The provider is currently reviewing the drafts for input and edits; if recommendations are received next week prior to the Commission meeting, this memo (specifically the Appendices) will be updated as needed.

Next Steps

Based on the discussion of these drafts during the Commission meeting on November 4, 2015, Mr. Vincent will refine the chosen version and include these policies in the larger Fairgrounds Policies and Procedures guide being developed in conjunction with the ongoing Fairgrounds renovations.

Appendix A
Sale and Consumption Draft

Douglas County Fairgrounds

Contact: 1100 Massachusetts Street, Lawrence, KS 66044 * (785) xxx-xxxx

Last Update: 10.30.2015

Office and Maintenance staff is here to assist you in preparing for a successful event. Please read the following information and ask questions if you don't understand or need additional information.

RULES & REGULATIONS FOR FAIRGROUNDS RENTALS:

Quick basics:

- The renter/event host is responsible for the actions of their employees, agents, guests, and attendees. It is the renter/event host's responsibility to address the bad behavior of their employees, agents, guests, and attendees.
- Each building and area has a "maximum capacity" number established by law from the Kansas State Fire Marshal. Failure to comply with the law will result in turning away your guests or closing down your activity and forfeiture of all fees.
- Midnight is the end of the event (music stops at 11:45pm, guests leave) on Fridays and Saturdays; 10pm is the end of the event on Sundays-Thursdays (music stops at 9:45pm, guests leave).
- Vehicles left on premises after 12:00 pm the day following the event may be removed at the vehicle owner's expense.
- The County reserves the right at any time to make changes to these rules and regulations as deemed necessary.

Scheduling an event and contract information:

- Several forms will be required for scheduling and preparing for your event.
 - Facility Rental Booking – basic information, location, dates, and costs, plus the booking deposit (required to calendar the date).
 - Rental Agreement – contract providing information about location, dates, regulations, and insurance (signed copied required 30 days prior to event)
 - Insurance Information – insurance rider required 30 days prior to event.
 - Set-Up Form – providing information about the set-up arrangements (required 2-weeks prior to event).
 - **Kansas Department of Revenue, Alcohol Beverage Control License, if required under Kansas law, at least four (4) weeks prior to the event.**
- Total rental fee is due four (4) weeks prior to the event. Signed rental contract must also be received at this time. Failure to have signed contract returned to the Fair Office may result in forfeiture of all rental rights and fees, including access to the Fairgrounds premises. If a contract must be re-issued due to loss by the renter, a \$25.00 re-issue fee will be charged.
- All amounts on the original signed contract will apply. All changes to contract including date of event and the use of different facilities will be done in person or written format from the original renter. Changes must be done 30 days prior to event if available and up to the discretion of Fairgrounds Management.

- You may have access to the facility from 8:00 am to 5:00 pm the day prior to the event (if available) for decoration and set up purposes. If you need additional hours, and only if facility is available, arrangements must be made at least one (1) week prior to the event date, and must be approved by Fairgrounds Management. Additional hours are charged at a rate of \$60.00 per hour when a standby fair employee is required (cost not to exceed \$900.00) and at \$40.00 per hour without a standby fair employee (cost not to exceed \$500.00).

Alcohol:

- No person may **sell, serve**, consume, possess, or carry any alcoholic liquor or cereal malt beverage on the Fairgrounds premises without obtaining an event permit from the County Administrator, or his or her designee, and complying with these Rules and Regulations.
- Alcoholic liquor and cereal malt beverages are PROHIBITED on the Fairgrounds premises during events given or hosted for persons under 21 years of age. Misrepresenting the nature of the event could result in closing the event and forfeit of all fees.
- Alcoholic liquor and cereal malt beverages are PROHIBITED on the Fairgrounds premises during the Douglas County Fair or any 4-H event. **No alcohol event permit applications will be entertained for those events.**
- The County Administrator reserves the right to prohibit alcoholic liquor and cereal malt beverages for other events at the Fairgrounds premises.
- In addition, the County Administrator reserves the right to deny an event permit application involving alcohol based on the applicant's prior history of violating these Rules and Regulations.
- If permitted, alcoholic liquor and cereal malt beverages may only be **sold, served**, consumed, possessed, or carried on the Fairgrounds premises between the hours of [INSERT TIME HERE] and 11:30 p.m. on Fridays and Saturdays and [INSERT TIME HERE] and 9:30 p.m. on Sundays through Thursdays. All alcoholic liquor and cereal malt beverages must be removed from public view and not available for consumption during all other times.
- If permitted, alcoholic liquor and cereal malt beverages may only be **sold, served**, consumed, possessed, or carried inside of buildings on the Fairgrounds premises. This means that alcoholic liquor and cereal malt beverages are not allowed in the Greenspace or Arena Staging areas.
- Alcoholic liquor and cereal malt beverage shall not be **sold and/or** furnished to persons under the age of 21 years or to persons who are already intoxicated. The renter/event host should consider using professional bartenders.
- Anyone **serving**, consuming, possessing, or carrying alcoholic liquor or cereal malt beverage on the Fairgrounds premises must comply with all applicable state and local laws, including but not limited to the Kansas Liquor Control Act, the Kansas Club and Drinking Establishment Act, the Kansas Cereal Malt Beverage Act, and the Kansas Liquor Drink Tax Act, as well as any associated regulations.
- **A renter/event host, who is required under Kansas law to obtain a license or permit from the Kansas Department of Revenue, Alcohol Beverage Control, must provide a copy of such license or permit to the County Administrator at least four (4) weeks prior to the event. During the event, the original license must be posted at the bar serving area. Selling includes the following:**
 - o Direct sales of alcoholic beverages.
 - o Selling of drink tickets to exchange for alcoholic beverages.
 - o Including alcoholic beverages in the prices of a ticket for the event (i.e., dinner/dance tickets, etc.)
- **Beverages (both non-alcohol and alcoholic) must be sold and/or served in unbreakable cups. If alcohol is being served, separate cup types (i.e., color) must be used to distinguish between alcohol and non-alcoholic beverages.**

- The renter/event host is the only authorized entity to provide alcohol at the Fairgrounds premises. Violation of this policy will result in forfeiture of building rental cost, security deposit and immediate closure of the event.

Security:

- The Douglas County Sheriff or County Administrator reserves the right to require security at any and all events.
- If security is required, **it must be in place at the event 30 minutes prior to the start of the event (invitation time) and remain 30 minutes following the close of the event or designated by the Sheriff's Office or County Administration.**

Insurance:

- If alcoholic liquor and/or cereal malt beverages will be consumed at the event/activity, the renter/event host must obtain liquor liability insurance coverage with a coverage limit of at least [INSERT NUMBER HERE] and with Douglas County listed as an additional insured. The renter/event host must provide the County Administrator proof of such insurance coverage.

End of the event:

- Friday and Saturday Events: Midnight is the end of the event (music/noise for inside events stops no later than 11:45pm, music/noise for outside event must stop no later than 10:30pm, guests to leave by midnight). **The renter has the building/facility until midnight for clean up; renter should allot time for clean up.** Alcohol will stop being served at 11:30pm. Event hosts will tell guests to leave. Event hosts should ensure that their guests are able to drive or provide alternative drivers or avenue to get home.
- Sunday-Thursday Events: 10pm is the end of the event (music/noise for inside events stops no later than 9:45pm, music/noise for outside event must stop no later than 8:30pm, guests to leave by 10pm). **The renter has the building/facility until 10pm for clean up; renter should allot time for clean up.** Alcohol will stop being served at 9:30pm. Event hosts will tell guests to leave. Event hosts should ensure that their guests are able to drive or provide alternative drivers or avenue to get home.
- **Renter is responsible for removing all personal items, decorations, "garbage" (placed in the proper dumpsters outside the building), and general cleaning and picking up of the facility. Renter needs to "wipe down" and clean the tables/chairs and kitchen area as well as pick up and stack tables and chairs. If additional time is needed to clean the facility (tables/chairs, floors, etc.), by Fair staff, the renter will be charged \$45/hour/per staff for the extra needed cleaning against the deposit fee (or invoiced).**
- Renter is responsible for the actual repair costs for any damage to fair property and needs to discuss the situation with Fair Management.
- After the event, the deposit will be applied to charges incurred (if any) and the balance refunded. Any balance due to the renter will be refunded within 30 days of the after-event billing.
- If there is an amount due to the County, over and above the normal costs already paid (including damages), following the event, it is due immediately upon receipt of the invoice. Interest of 1% will be charged monthly on any unpaid balance after 30 days.

Appendix B
Consumption Only Draft

Douglas County Fairgrounds

Contact: 1100 Massachusetts Street, Lawrence, KS 66044 * (785) xxx-xxxx
Last Update: 10.30.2015

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approved by Fairgrounds Management. Additional hours are charged at a rate of \$60.00 per hour when a standby fair employee is required (cost not to exceed \$900.00) and at \$40.00 per hour without a standby fair employee (cost not to exceed \$500.00).

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