

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, FEBRUARY 1, 2017

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of a service contract with Dr. Allen Beck for criminal justice consulting services (Robert Bieniecki);
- (c) Consider acquisition of easement for the construction of Structure No. 19-91N-1.00E, Project No. 2017-54 (Keith Browning);
- (d) Consider backup fuel contract with Capital City Oil (Jackie Waggoner); and
- (e) Receive update on City of Lawrence FCIP project and any impacts on County Budget (Eileen Horn)

REGULAR AGENDA

- (2) Read across American Lawrence Program (Kathleen Morgan)
- (3) Food Policy Council Annual report (Helen Schnoes)
- (4) Consider resolution prohibiting bicycle traffic on Route 458 during construction of Project No. 2015-05 (Keith Browning)
- (5) Consider variance to the strict application of Access Management regulations for Warren property located at approximately 1239 E 1900 Road (Keith Browning)
- (6) Enter into an agreement with the Kansas Department of Health & Environment to collect and dispose of waste tires as part of the Zika Virus Mitigation Grant program. (Eileen Horn)
- (7) Consider request from Register of Deeds to transfer money from the ROD Technology Fund to the Technology Fund by the Commissioners to fund technology projects in other Douglas County land offices. (Kay Pesnell)
- (8) Authorize the Assistant County Administrator to sign an agreement for General Property and Liability Insurance coverage. (Sarah Plinsky) – Backup to follow
- (9) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15
 - MPO Bicycle Advisory Committee (2) positions
 - Community Corrections (1) positions
 - Board of Zoning Appeals (1) position 10/16
 - Lawrence-Douglas County Health Board – (1) Position 03/17
 - Food Policy Council - (1) position
 - Appointment of a County Commissioner to the MPO Policy Board
- (c) Public Comment
- (d) Miscellaneous

- (10) Adjourn

SATURDAY, FEBRUARY 4, 2017

11:00 a.m. – 3:00 p.m. – BOCC Orientation session at the Public Works large meeting room

WEDNESDAY, FEBRUARY 8, 2017

6:00 P.M.

CUP-16-00489: Consider a revision to the Conditional Use Permit for the private airstrip at 1123 E 2000 Road, approved with CUP-3-1-85, to allow additional users of the airstrip. Submitted by BG Consultants, Inc. for Milton D. and Joan M. Bland, property owners of record. Mary Miller is the Planner.

THURSDAY, FEBRUARY 8, 2017

-6:00 p.m. – Douglas County Conservation District's 71st Annual Meeting at Flory Meeting Hall, Douglas County Fairgrounds, 2110 Harper. Two or more Commissioners may attend. No County business will be conducted.

WEDNESDAY, FEBRUARY 15, 2017- 4 pm

Presentation of Tourism impact study for Douglas County by Explore Lawrence (Michael Davidson, Executive Director)

WEDNESDAY, MARCH 1, 2017

-Update on the DCHCC and Heritage Site Program (Jan Shupert-Arick)

WEDNESDAY, MARCH 8, 2017

WEDNESDAY, MARCH 15, 2017

WEDNESDAY, MARCH 29, 2017

-Proclamation declaring April as Child Abuse & Neglect Prevention month (Jenn Preston)

-Update on the Douglas County Heritage Conservation Council and Heritage Sites Program (Jan Shupert-Arick)

***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.*

SERVICES CONTRACT

This Agreement is entered into effective the 1st day of February, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("County"), and the JUSTICE CONCEPTS INC. ("Contractor").

RECITALS

WHEREAS, the County desires to contract with Contractor to provide criminal justice consulting services to the County as described herein;

WHEREAS, the Contractor wishes to provide such criminal justice consulting services to the County on the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. **Services Provided.** County hereby engages Contractor to provide the criminal justice consulting services set forth in Exhibit A ("Services"), and Contractor agrees to provide such Services.

2. **Compensation.** As compensation for providing the Services, the County shall pay Contractor \$5,000.00 per month during the Term of this Agreement. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by County as a result of breach or default by Contractor, in addition to any other legal remedies that may be available, County may withhold payment to Contractor until such time as the exact amount of damages due County from Contractor may be determined. Contractor is not an agent of the County and the County is not liable for any obligation incurred by Contractor.

3. **Term of Contract.** This Contract shall commence upon execution and terminate on June 30th, 2017. The contract may be extended at the option of the County for two three (3) month terms on the same terms and conditions herein. Any such extension must be in writing.

4. **Termination.** Either party has the right to terminate this Agreement upon thirty (30) calendar days' written notice to the other party. County will pay Contractor for fees earned through the date of termination.

5. **Confidentiality.** Contractor will not, directly or indirectly, divulge, furnish, make accessible, or permit the disclosure to anyone (other than persons employed or designated by the County) any confidential information including any non-public knowledge, lists, or information acquired by Contractor.

6. **Indemnification.** Contractor must pay County for any loss of the County's that is caused by Contractor's negligence, intentional misconduct, or breach of this agreement. "Loss" means an amount or amounts that the County is legally responsible for or pays in any form. For example, a loss includes a judgment, a settlement, a fine, damages, injunctive relief, staff

compensation, and expenses for responding to or defending against an inquiry, investigation, or a claim for a loss.

7. **Notices.** All notices required by this Contract shall be in writing sent to the following:

County:

Craig Weinaug
Office of the County Administrator
1100 Massachusetts Street
Lawrence, KS 66044
Phone: (785) 832-5268
weinaug@douglas-county.com

Contractor:

Dr. Allen Beck
President
Justice Concepts, Inc
417 W. 87th Place
Kansas City, MO 64114
Phone: (816) 361-1711
abeck@justiceconcepts.com

8. **Notices.** All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, or (c) on the next business day if transmitted by overnight courier (with confirmation of delivery).

9. **Independent Contractor Status.** For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Contractor is an independent contractor of the County and no person with which Contractor contracts or hires to provide the Services shall, under any circumstance, be considered an employee of the County. Contractor shall be solely responsible for the means, manner, and method of providing the Services. Contractor shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement.

10. **Default.** In the event Contractor fails to provide the Services in compliance with this Agreement and any such default is not cured within 10 days after County has provided Contractor with notice of such default, County shall have the option to terminate this Agreement, with the effective date of such termination being 5 days after the expiration of the cure period.

11. **Douglas County Contractual Provisions Attachment.** The provisions found in the Douglas County Contractual Provisions Attachment (Revised April-2006), which is attached hereto, are hereby incorporated into this Contract and made a part hereof.

12. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or rights in third parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

COUNTY: Board of County Commissioners of
Douglas County, Kansas

ATTEST:

By: _____
Mike Gaughan, Chair

Jameson D. Shew, County Clerk

CONTRACTOR: Justice Concepts Inc.

By: _____
Dr. Allen Beck, President



DOUGLAS COUNTY PUBLIC WORKS

3755 East 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
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
Michael D. Kelly, P.S., County Surveyor

DATE : January 26, 2017

RE : Consent agenda
Acquisition of Easement; Drainage Structure Replacement
Project No. 2017-54; Structure No. 19.91N – 1.00E;

A project has been designed to replace a deficient drainage structure located approximately 5 miles west of Lecompton on E100 Road. Plans were developed in-house and negotiations with the landowners for permanent road easement and drainage easement have been completed.

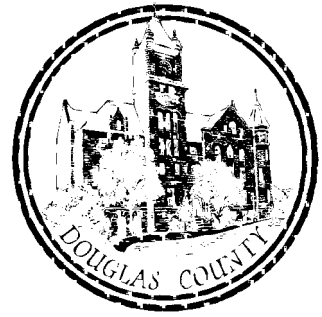
Construction is currently planned for spring 2017 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

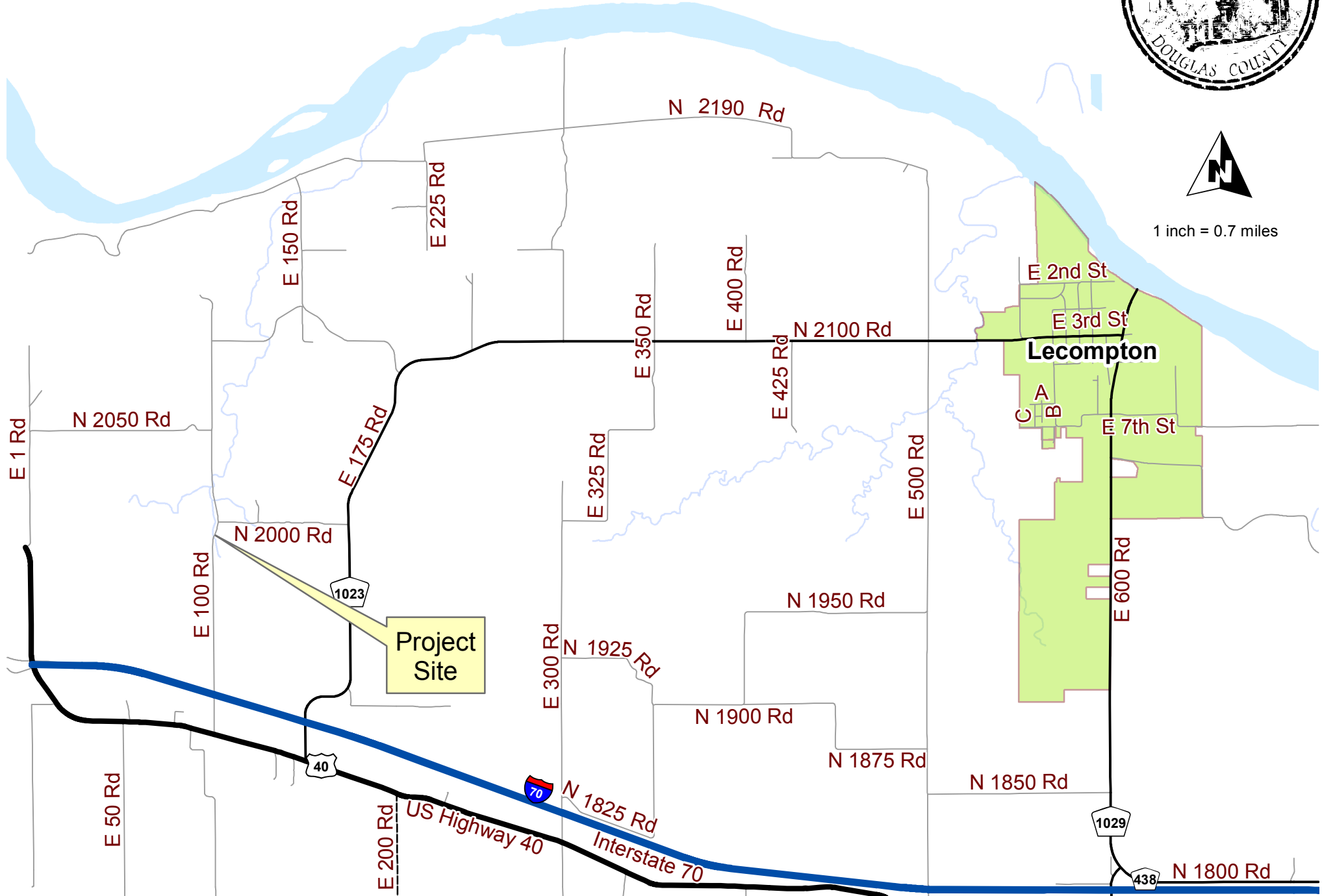
ACTION REQUIRED: Consent agenda approval of the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 19.91N – 1.00E.

General Location Map

Str. No. 19.91N - 1.00E

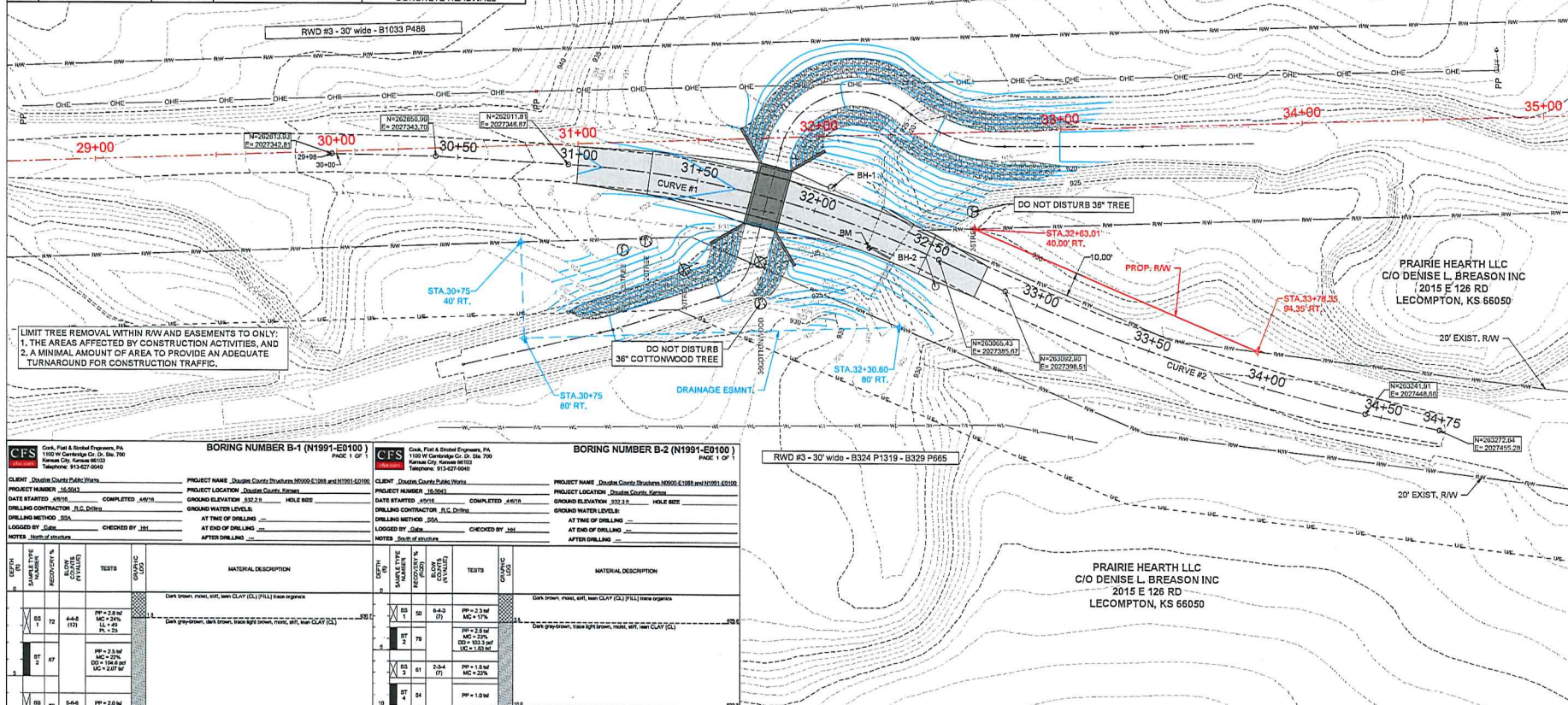


1 inch = 0.7 miles



SECTION CORNER INFORMATION				
SECTION CORNER	R/CODE	SECTION CORNER COORDINATE	SL-STATION	CORNER STATUS
NW CORNER SEC. 12-T12-R17	G21E	N: 263459.409 E: 2027319.504	36+43.91	RECORD
NL 1/4 CORNER SEC. 12-T12-R17	G23E	N: 263498.124 E: 2025962.085	N/A	RECORD
WL 1/4 CORNER SEC. 12-T12-R17	G21G	N: 260817.098 E: 2027411.353	10+00.00	RECORD
WL 1/4 CORNER SEC. 1-T12-R17	G21C	N: 266104.659 E: 2027236.651	N/A	RECORD

BENCHMARK INFORMATION				
BM	STA. 32+26.73, 6.84' RT.	ELEV: 934.56	N: 263036.607 E: 2027380.814	SE CORNER OF CONCRETE HEADWALL



BORING NUMBER B-1 (N1991-E0100)	
CLIENT: Douglas County Public Works PROJECT NAME: Douglas County Drainage 2009-2010 and 2011-2012 PROJECT LOCATION: Douglas County, Kansas DATE STARTED: 4/9/18 COMPLETED: 4/9/18 DRILLING CONTRACTOR: J.C. Dittus DRILLING METHOD: JCA LOGGED BY: JSD CHECKED BY: JSD NOTES: South of structure	
DEPTH (ft)	TESTS
0	PP = 2.8 M MC = 22% UC = 1.2 M
1	PP = 2.3 M MC = 22% UC = 1.2 M
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49	PP = 2.3 M MC = 22% UC = 1.2 M
50	PP = 2.3 M MC = 22% UC = 1.2 M

BORING NUMBER B-2 (N1991-E0100)	
CLIENT: Douglas County Public Works PROJECT NAME: Douglas County Drainage 2009-2010 and 2011-2012 PROJECT LOCATION: Douglas County, Kansas DATE STARTED: 4/9/18 COMPLETED: 4/9/18 DRILLING CONTRACTOR: J.C. Dittus DRILLING METHOD: JCA LOGGED BY: JSD CHECKED BY: JSD NOTES: South of structure	
DEPTH (ft)	TESTS
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50	PP = 2.3 M MC = 22% UC = 1.2 M

PROPOSED C/L ALIGNMENT GEOMETRY	
P.I. STA. 29+98.01 N 1°11'13"E L=43.085' P.I. STA. 30+41.08 N 3°18'14"E L=54.914' CURVE #1 P.C. STA. 30+95.99 P.T. STA. 32+55.39 L=159.401' R=420' Δ=21.7453(d) Tan= 66.87'	P.I. STA. 32+55.39 N 25°02'57"E L=30.317' CURVE #2 P.C. STA. 32+85.71 P.T. STA. 34+43.27 L=157.559' R=700' Δ=12.8963(d) Tan= 75.113' P.I. STA. 34+43.27 N 12°09'10"E L=31.429'

Douglas County Public Works
3755 East 25th Street
Lawrence, Kansas 66046

Project: CULVERT REPLACEMENT
 Project No.: 2017-54
 Design By: J.S.
 Checked By: J.S.
 Date: 10/20/18

GENERAL LAYOUT & R/W

SHEET 3 OF 10

CULVERT REPLACEMENT FOR E 0100 ROAD
 STRUCTURE NO. 19.91N 01.00E
 PROJECT NO. 2017-54 (CIP)



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Backup Fuel Contract with Capital City Oil

DATE: January 26, 2017

In October 2016, our Public Works Director received approval of an agreement with KDOT for shared use of facilities. Under terms of this agreement Douglas County will use KDOT's fueling facility, and KDOT will use our sand and salt storage and car wash.

In the past the County has established their fuel contract with Capital City Oil (CCO) which was based on the daily OPIS (Oil Price Index Survey) plus a five cent mark-up per gallon, and considered fixed contracts annually to hedge a percentage of our usage. During our discussions to use KDOT's fueling facility, staff (specifically the Sheriff's Office) asked if we could continue use of the Capital City Oil contract as a back up to accommodate patrol vehicles that were located on the west/north/south sides of Lawrence, and provide options in an emergency response or if KDOT's facility were down for any reason.

After discussing this option with CCO, they are willing to establish a new contract using the daily OPIS, but would have to increase their mark-up from the current five cents to ten cents per gallon since our volumes with them would significantly decrease. Although the fuel market is volatile, we wanted to provide a cost comparison to show potential savings the County may achieve using the KDOT fuel contract. The table below reflects our 2016 annual usage showing the cost difference between CCO and KDOT. To show a true comparison I added the additional \$0.05 markup for the new contract period.

Fuel Type	Usage	Capital City Oil	KDOT
Unleaded	105,253	\$193,245 \$1.836	\$185,561 \$1.763
Diesel	40,910	\$79,897 \$1.953	\$76,952 \$1.881
Off Road Diesel	23,146	\$39,279 \$1.697	\$37,126 \$1.604
*Annual Cost Based on Usage		\$312,421	\$299,639

*includes applicable freight, federal and state fuel excise taxes, and any other governmental mandated fees

As you can see, based on these estimates our potential annual cost savings using the KDOT contract would be \$12,782. For your review, I have attached the contract with CCO which would be established for up to five years.

RECOMMENDATION: The Board of County Commissioners approves a backup fuel contract with Capital City Oil based on the daily OPIS index plus a ten cents mark-up per gallon.

CONTRACT FOR FUEL

THIS CONTRACT FOR FUEL (this “**Contract**”), is made and entered into this _____ day of _____ 2017 (the “**Effective Date**”), by and between CAPITAL CITY OIL, INC. (“**Seller**”) and THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, ON BEHALF OF DOUGLAS COUNTY, KANSAS (“**Buyer**”).

In exchange for the mutual promises and agreements made herein and other good and valuable consideration, the receipt of which is acknowledged, Buyer and Seller agree as follows:

1. **DEFINITIONS.** As used in this Contract:

“**Blended Diesel Fuel**” means #2 ultra low sulfur diesel fuel with an additive and/or blend of #1 diesel fuel to guaranty fuel not to gel at a temperature of zero degrees Fahrenheit.

“**Buyer’s Fuel Tanks**” means Buyer’s above-ground fuel storage tanks and generators that Buyer and Seller mutually agree to be filled subject to this Contract..

“**Diesel Freight Charge**” means \$0.0314 per gallon for Diesel Fuel from Seller’s rack at Topeka, Kansas to place of delivery, which rate Seller may adjust for each of the second, third, fourth, and fifth years of this Contract, as provided for herein.

“**Diesel Fuel**” means Blended Diesel Fuel, Off-Road Diesel Fuel, and Ultra Low Sulfur Diesel Fuel, collectively.

“**Fuel**” means Regular Unleaded Fuel, Off-Road Diesel Fuel, On-Road Diesel Fuel, and Blended Diesel Fuel, collectively.

“**Off-Road Diesel Fuel**” means Diesel Fuel with dye, for off-road use.

“**OPIS**” means Oil Price Index Survey.

“**Purchase Price**” means the OPIS rate in effect on the date of delivery, plus \$0.10 per gallon, plus all required federal and state Fuel excise taxes and any other governmental mandated fees.

“**Ultra Low Sulfur Diesel Fuel**” means #2 ultra low sulfur diesel fuel, having sulfur content no greater than 0.05 percent by weight, octane rating index of 40 or above, and a maximum aromatic content of 35 percent.

“**Regular Unleaded Fuel**” means regular unleaded fuel having an octane rating index not lower than 87.

“**Regular Unleaded Fuel Freight Charge**” means \$0.028 per gallon for Regular Unleaded Fuel from Seller’s rack at Topeka, Kansas to place of delivery, which rate Seller may adjust for each of the second, third, fourth, and fifth years of this Contract, as provided for herein.

“**Seller’s Fuel Facilities**” means Seller’s fuel facilities located at 2911 Haskell Avenue, Lawrence, Kansas and Alvamar Golf Course Maintenance Facility, 2021 Crossgate Drive, Lawrence, Kansas (Regular Unleaded Fuel only), and such additional facilities as Seller may make available to Buyer during the term of this Contract.

BOCC determines volumes for fixed.

2. **PURCHASE AND SALE.**

2.1 Sale of Fuel at Seller’s Fuel Facilities. Seller agrees to sell Fuel to Buyer for the Purchase Price and on the terms and conditions provided for in this Contract. Fuel shall be available to Buyer and Buyer’s employees 24/7 at the Fuel Facilities. Buyer shall be deemed to have purchased Fuel at such time that Fuel is pumped from Seller’s Fuel Facilities to Buyer’s trucks and automobiles.

2.2 Sale of Fuel at Buyer’s Fuel Tanks. Seller agrees to refuel Buyer’s Fuel Tanks upon such reasonable advance request as Seller may require Buyer to provide. Buyer shall be deemed to have purchased Fuel at such time as Fuel is transferred to an Ancillary Storage Facility.

2.3 CFN Network. In addition to the purchase of Fuel at the Fuel Facilities, Buyer may purchase Fuel wherever the Commercial Fueling Network (CFN) is available for no additional cost but at the normal network rates.

2.4 Fuel Cards. Seller's Fuel Facilities will be card operated and will require a P.I.N. Seller shall provide a card for each of Buyer's employees that Buyer requests. Seller will replace such cards as necessary for normal wear and tear of the cards but will charge \$5.00 to replace each lost card. Seller's Fuel Facilities will be programmed so that Buyer can track Fuel purchased from Seller's Fuel Facilities by employee and vehicle.

2.5 Continuous Fuel Supply. In the event a natural disaster or other cause damages Seller's Fuel Facilities or otherwise prevents Buyer from being able to use Seller's Fuel Facilities to fill Buyer's vehicles, Seller agrees to provide Buyer with reasonable alternate locations to acquire such fuel at the same Purchase Price as provided for in this Contract, including temporary above-ground fuel storage tanks or other fuel suppliers having facilities in the City of Lawrence.

3. PURCHASE PRICE.

3.1 Fuel Charges. For all Fuel Buyer purchases from Seller pursuant to this Contract (but not any Fuel that Buyer may purchase pursuant to a separate fixed price contract), Seller shall charge, and Buyer agrees to pay, the Purchase Price, as defined herein. During such times that Buyer and Seller may have a separate fixed rate fuel contract in effect, all fuel Buyer purchases from Seller shall be deemed to be first purchased for the fixed price in such contract and, thereafter, according to the Purchase price provided for in this Contract.

3.2 Shipping Charges. In addition to payment for the Fuel as provided in Section 3.1, Buyer agrees to pay Seller the Diesel Freight Charge and the Regular Unleaded Freight Charge, as the case may be.

3.3 Invoices. Seller shall render invoices to Buyer at such address as Buyer may, from time to time request. Until further notice, Seller shall send invoices to Douglas County Public Works, 3755 E. 25th Street, Lawrence, KS 66046.

3.4 Payment. Buyer shall, within 30 days of the receipt of Seller's proper invoices, pay the amounts set forth in this Contract for Fuel delivered and accepted.

3.5 OPIS Rates. Seller shall email the OPIS rates to Buyer on a daily basis. Emails shall be sent to such of Buyer's employees as Buyer may designate from time to time.

3.6 Delivery. Time is of the essence and all deliveries shall be made in accordance with this Contract. Seller shall use its best efforts to keep Seller's Fuel Facilities and the Ancillary Fuel Facilities with Fuel sufficient to supply Buyer's needs on a daily basis.

4. TERM.

4.1 Initial Term; Renewal Terms. This Contract will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Contract, will continue for a period of 12 months ("**Initial Term**"). After the Initial Term, this Contract will automatically renew for up to four subsequent terms of 12 months each (each a "**Renewal Term**") unless Buyer provides Seller with written notice of its intention to terminate, with such written notice being given at least 60 days before the end of the Initial Term or then-current Renewal Term, as the case may be.

4.2 Revisions to Freight Charges. For each Renewal Term, Seller reserves the right to revise the Freight Charges; provided, however, that Seller shall provide Buyer at least 60 days advanced written notice. Upon receipt of any written notice increasing Seller's Freight Charges, Buyer may terminate this Contract, with the effective date of termination being not sooner than the effective date of the increase in the Freight Charge.

5. TERMINATION, DEFAULT AND DISPUTES.

5.1 Default and Termination.

(a) Each of the following shall constitute a default under this Contract and Buyer reserves the right to terminate, this Contract if Seller breaches any of the material terms of this Contract and such breach is not cured within 10 days of written notice by Seller.

(b) Each of the following shall constitute a default under this Contract and Seller reserves the right to terminate, this Contract if Buyer breaches any of the material terms of this Contract and such breach is not cured within 10 days of written notice by Seller.

(c) If either party terminates this Contract in whole or in part, such party shall have all additional remedies available at law or in equity. To the extent permitted by, and subject to the mandatory requirements of applicable law, each and every right, power and remedy herein specifically given shall be in addition to every other right, power and remedy

herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often as may be deemed expedient, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any right, power or remedy.

(d) At the termination of this Contract, for whatever reason, the parties shall work cooperatively to return to Seller all of Seller's equipment and supplies provided to Buyer for use during the term of this Contract.

5.2 Disputes and Governing Law.

(a) The Contract shall be governed by, take effect, and be construed according to the laws of the State of Kansas.

(b) For any matter or claim to be considered by a court hereunder the parties consent to the exclusive jurisdiction of the courts of the United States for the District of Kansas and the courts of the State of Kansas located within Douglas County, Kansas.

5.3 No Consequential Damages. Under no circumstances shall either party be liable to the other party or any other person for any lost revenues, lost profits, loss of business, incidental, indirect, consequential, special, or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort, or otherwise, and whether or not foreseeable, even if such party has been advised of the possibility of such damages.

5.4 Non-Appropriation. If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, Buyer may terminate this Contract at the end of its current fiscal year. Buyer agrees to give written notice of termination to Seller at least 30 days prior to the end of its current fiscal year. Buyer will pay to the Seller all regular contractual payments incurred through the end of such fiscal year. The termination of this Contract pursuant to this Section shall not cause any penalty to be charged to Buyer.

6. MISCELLANEOUS.

6.1 Independent Contractor. Seller is an independent contractor of Buyer. Nothing in this Contract shall be deemed to constitute Seller or any of Seller's employees or agents to be the agent, representative or employee of Buyer.

6.2 Hold Harmless. Seller agrees to protect, defend, indemnify and hold the Buyer, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Seller further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

6.3 Anti-Discrimination. Seller shall not, in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

6.4 Warranty. Seller shall warrant the Fuel with the most favorable commercial warranties, expressed or implied, that Seller gives to any customer.

6.5 Laws and Regulations. Seller shall conform with all laws, ordinances, rules and regulations which affect the Fuel to be supplied under this Contract. Seller agrees to indemnify, defend and hold Buyer harmless from and against all fines, penalties, claims and losses arising from or related to any failure of Seller or the Fuel to conform with all such laws, ordinances, rules and regulations.

6.6 Assignment and Subcontracting. Seller may not assign or subcontract this Contract, or any portion thereof, without the prior written consent of Buyer.

6.7 Non-waiver by Buyer. The failure of Buyer to insist, in any one or more instances, upon strict performance of any of the terms of this Contract, or to exercise any rights therein conferred, shall not be construed as a waiver or relinquishment to any extent of Buyer's right to assert or rely upon any such terms or rights on any future occasion.

6.8 Fixed Rate Hedge Contracts. The parties anticipate entering into one or more fixed rate fuel contracts to hedge Buyer's risk of fuel price fluctuations. To the extent that the parties subsequently enter into any such contract, the terms and conditions of this Contract that are not inconsistent with such separate fixed rate fuel contract shall continue to apply. Buyer, through the Board of County Commissioners, will determine whether to enter into fixed rate purchase contracts on an annual or more frequent basis, with such determination including volumes to be subject to any such fixed rate purchase contract.

6.9 Notices. Any notification to Seller or Buyer pursuant to the terms of this Contract must be in writing and addressed to Seller or Buyer, as the case may be, at the address or fax number that appears below. All notices shall be sent by U.S. Mail, nationally recognized courier service requiring a written receipt thereof, or by facsimile, and shall be effective upon receipt.

If to Buyer:

Douglas County
Attn: Purchasing Director
1100 Massachusetts St.
Lawrence, KS 66044
Facsimile (785) 838-2480

If to Seller:

Capital City Oil, Inc.
911 Adams
P.O. Box 618
Topeka, KS 66601-0618
Facsimile (785) 232-3580

IN WITNESS WHEREOF, this Contract is signed on the dates specified below, and is effective on the date the last party signs, which shall be the "**Effective Date**" and shall be the date inserted above.

BUYER:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, ON BEHALF OF
DOUGLAS COUNTY, KANSAS

SELLER:

CAPITAL CITY OIL, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Director

MEMO TO: Board of County Commissioners
Craig Weinaug, County Administrator
Sarah Plinsky, Assistant County Administrator

FROM: Eileen Horn, Sustainability Director

SUBJECT: **Additional Information on the Fire/Med facilities in the City's FCIP Project**

DATE: January 27, 2017

Energy-Saving Projects:

At the January 25, 2017 County Commission meeting, you expressed interest in additional information about facilities in the City's FCIP energy performance contract that are jointly funded by the County.

The buildings in the project scope that have joint City/County funding include the Community Health Building (which you approved paying 50% of the costs), Fire/Med stations 2-5, and the Fire & Rescue Training Center. Fire/Med Station #1 was left out of the project scope due to its current renovation project that is already addressing many energy-saving HVAC and lighting upgrades.

Below is a brief list of the energy conservation measures at the Fire/Med facilities. I have also attached the full Scope of Work from the energy performance contract so you can see all of the impacted City facilities.

- LED lighting upgrades – all Fire/Med facilities
- Weatherization (i.e. caulking, sealing, door sweeps)– all Fire/Med facilities
- Controls upgrades :
 - New DDC controls at Stations 4 & 5.
 - Web-based thermostats at 2, 3, and Training.
- Rooftop unit replacement :
 - Four package rooftop units at Fire/Med 3.
 - Three package rooftop units at Fire/Med 2
- New roof – Fire/Med 3
- 100 kW Solar PV array – Fire/Med 5

Payment Arrangement with the City:

The energy performance contract that the City is initiating with 360 Energy Engineers will guarantee the energy savings for the project, and the projected utility savings will be used to pay off the bonds issued for the project.

In the case of the Community Health Building, the recommended measures were both energy savings and necessary maintenance items, and totaled \$1.7 million. Due to the fact that the County and City had already planned for some of the Community Health upgrades in their respective 2017 CIPs, and the County pays 50% of capital and operating expenses, it was agreed that the County will pay 50% of the project costs to the City over 3 years.

However, the payment arrangement for the Fire/Med upgrades listed above differs slightly. In this case, the scope of the project is less than Community Health, and many of the upgrades were not already-planned for in the CIP process.

Therefore, with the Fire/Med upgrades, the arrangement will be:

- The City will perform the energy upgrades as part of the energy performance contract with 360 Energy Engineers.
- The County will continue to pay the same amount that they have paid historically for utilities at this facility, according to the formula already established.
- The County will not pay any upfront costs for the upgrades at these facilities.
- The energy savings realized by both the City and the County from these projects will be used to pay off the City's bond payments. The funds previously used to make utility payments will now be used to make debt payments.

If you have any additional questions, please let Sarah or I know.

Comprehensive Project Pricing Details

City of Lawrence Energy Efficiency Project

Turnkey Implementation Cost	Cost	Energy Savings	Maint. Savings	Total Savings	Payback
Community Health: Replace Chiller with Premium Efficiency Unit	\$209,897	\$18,884	\$18,497	\$37,381	5.6
City Hall: Replace Cabinet Heaters	\$18,488	\$2,949	\$113	\$3,062	6.0
City-Wide: Building LED Retrofits, Replacements & Controls	\$1,457,914	\$165,858	\$35,893	\$201,751	7.2
Lawrence Arts Center: Replace Chiller with Premium-Efficiency Unit	\$185,472	\$8,230	\$10,455	\$18,685	9.9
Public Works: Pole Lighting Upgrades - Downtown, Parking Lots, etc.	\$381,913	\$30,315	\$3,947	\$34,262	11.1
City-Wide: Building Weatherization	\$145,831	\$13,068	\$0	\$13,068	11.2
Solid Waste Office: Replace Packaged Unit	\$18,637	\$976	\$357	\$1,333	14.0
Airport Terminal: Split System HVAC Replacements	\$30,148	\$970	\$1,064	\$2,034	14.8
Parks and Rec: Area Lighting in Parks	\$299,049	\$16,967	\$2,389	\$19,356	15.4
City Wide: HVAC Controls Upgrades, Additions and Optimization	\$1,108,567	\$76,766	\$3,771	\$80,537	13.8
Community Health: Install Electronic Air Cleaner Filtration	\$96,294	\$5,149	\$804	\$5,953	16.2
Indoor Aquatic Center: Energy & Indoor Air Quality Improvements	\$1,760,249	\$71,070	\$22,805	\$93,875	18.8
Fire Station #5: Solar Power Installation	\$241,308	\$12,583	\$0	\$12,583	19.2
Fire Station #2: Replace Outdated Rooftop Units	\$44,824	\$748	\$696	\$1,444	31.0
Fire Station #3: Replace Aging Rooftop Units	\$58,451	\$738	\$1,081	\$1,819	32.1
East Lawrence Rec Center: Replace Outdated Packaged Units	\$154,399	\$2,138	\$1,978	\$4,116	37.5
City Hall : Replace Windows	\$347,017	\$5,556	\$3,522	\$9,078	38.2
Community Health: Replace Boilers	\$270,409	\$0	\$5,282	\$5,282	-
Holcom Recreation Center: New Packaged HVAC System	\$382,439	\$5,279	\$1,436	\$6,715	-
Community Building: Replace Aging Packaged Units	\$394,559	\$3,051	\$3,634	\$6,685	-
Outdoor Aquatic Center: Boiler Replacement	\$71,566	\$0	\$1,181	\$1,181	-
Parks and Rec: Sports Field Lighting	\$1,288,718	\$6,981	\$6,259	\$13,240	-
Outdoor Aquatic Center: HVAC System Renovations	\$46,716	\$285	\$227	\$512	-
New Hampshire Parking Garage: Replace HVAC Units with Gas Heat	\$49,923	\$72	\$462	\$534	-
Prairie Park: HVAC System Upgrade	\$159,136	\$0	\$1,419	\$1,419	-
Fire Station #3: Replace Roof	\$129,138	\$276	\$432	\$708	-
Community Health: Replace Roof	\$278,593	\$307	\$0	\$307	-
Holcom Rec Center: Sports Field Lighting and New Poles	\$955,669	\$970	\$0	\$970	-
Community Building: Replace Roof	\$281,462	\$116	\$0	\$116	-
Vehicle Maintenance Office: Add Ductless Mini Split for Server Room	\$6,685	\$0	\$0	\$0	-
	\$10,873,472	\$450,302	\$127,704	\$578,006	18.8

Other Required Program Costs	Cost
FCIP Fee	\$95,687
IGA Fee	\$64,000
Anticipated Cost of Financing	\$255,000

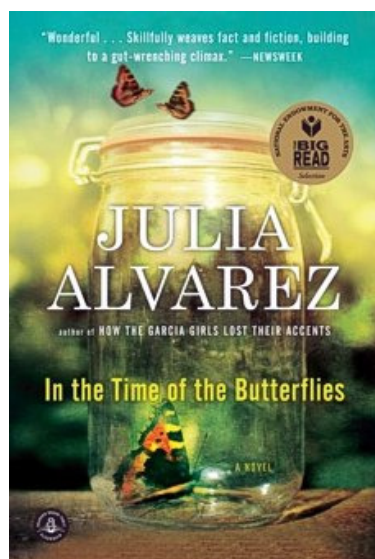
Total Project Amount Financed

\$11,288,159

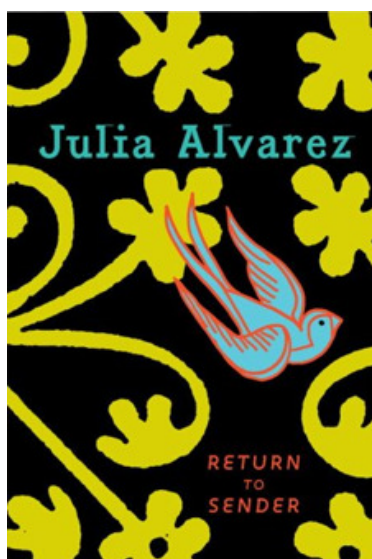
THE BIG READ



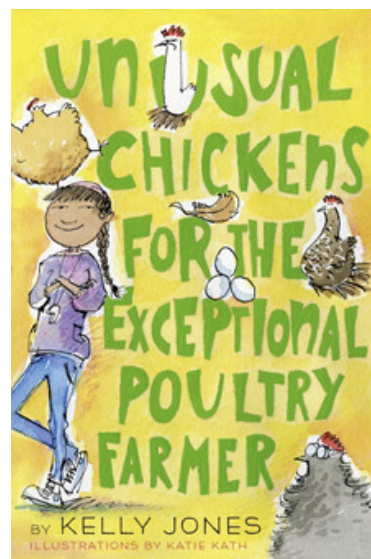
In 2017, in partnership with KU's Center for Latin American and Caribbean Studies, KU Libraries, and the Lied Center, Lawrence Public Library will host the first ever NEA Big Read in Lawrence. A program of the National Endowment for the Arts, the NEA Big Read broadens our understanding of our world, our communities, and ourselves through the joy of sharing a good book. Lawrence Public Library is one of 77 organizations selected nationwide to host a NEA Big Read project in 2016-17. The NEA Big Read in Lawrence will focus on *In the Time of the Butterflies* by Julia Alvarez. The library also has chosen teens' and children's books to match the theme of the adult selection. The grand finale of the series will feature a visit from author Julia Alvarez on March 5, 2017 at KU's Lied Center. The program is free and open to the public.



2017 Adult Selection:
In the Time of the Butterflies
by Julia Alvarez



2017 Teen Selection:
Return to Sender by Julia Alvarez



2017 Children's Selection:
Unusual Chickens for the Exceptional Poultry Farmer by Kelly Jones



Annual Report: 2016

Presented to the Board of County
Commissioners of Douglas County

February 1, 2017

- DOUGLAS COUNTY -

FOOD POLICY COUNCIL



<http://douglascountyks.org/fpc>

THE DOUGLAS COUNTY FOOD POLICY COUNCIL

- ✓ Established by the County Commission in 2010
- ✓ Convened as a joint City-County Council in 2013
- ✓ Identifies the benefits, challenges and opportunities for a successful food system
- ✓ Recommends local policies to support food system
- ✓ Represents a wide range of stakeholders in food system

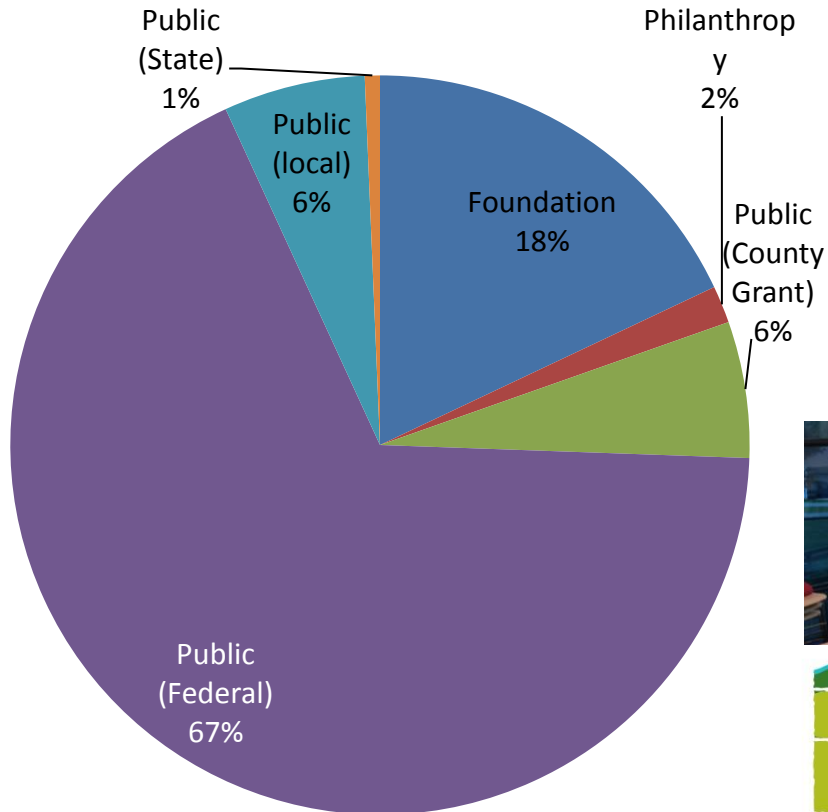


APPOINTEED MEMBERS

Food System Sector:	Representing:
At-Large: Appointed by Michelle Derusseau	TBD
At-Large: Appointed by Mike Gaughan	Haskell University
At-Large: Appointed by Nancy Thellman	KC Healthy Kids
Agricultural Producer	Vesecky Family Farms
Agricultural Producer	Douglas County Farm Bureau
Agricultural Producer	Moon on the Meadow Farm
Retail Food Outlet	Merchants Pub and Plate
Institutional Food Purchaser	Lawrence Memorial Hospital
Education	KU Center for Sustainability
Extension Service	Douglas County Extension
NGO- Health/Nutrition/MD	KU Dining Services (PENDING)
NGO- Local Food Systems/Sustainable Ag.	The Kansas Rural Center
Youth Representative	TBD
Senior Food & Nutrition Programs	Douglas County Senior Services
At-Large (appointed by City)	Sunflower Foundation
At-Large (appointed by City)	Lawrence Douglas County Health Dept.
Agricultural Producer	Pendleton's
Retail Food Outlet	The Merc Co+op
Retail Food Outlet	Hy-Vee
City of Lawrence Sustainability Advisory Board	City of Lawrence
Food Security	Just Food
Established Farmer's Market in Douglas County	Downtown Lawrence Farmers Mkt
Business Community	Lawrence Chamber of Commerce

MAJOR ACCOMPLISHMENTS

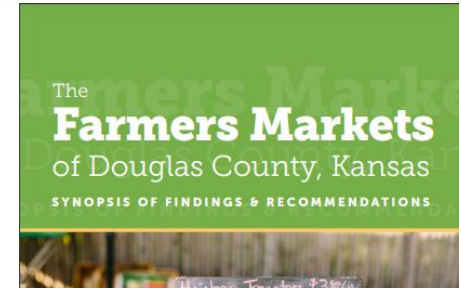
Total raised to date:
\$1,137,657



**DOUBLE UP
FOOD BUCKS™**



commonground
COMMUNITY GARDEN



**DOUGLAS COUNTY
FOOD
SYSTEM
PLAN**



**SUNRISE
PROJECT**

COMMON GROUND PROGRAM

- ✓ Utilizes vacant, under-utilized city owned properties.
- ✓ FREE lease to community gardeners, market farmers.
- ✓ WIN-WIN for gardeners and farmers who need land and City staff tired of mowing vacant lots.

Community Partners

- | | |
|--|--|
| ○Penn House | ○Summer of Service |
| ○Kaw Valley Seed Fair | ○KU Hillel |
| ○Lawrence Public Library | ○Just Food |
| ○Douglas County | ○Ballard Center |
| Community Foundation | ○Sunrise Project |
| ○Growing Food, Growing Health (The Merc) | ○KU Super Service Saturday |
| ○GreenWish Lawrence | ○KU Sustainability Certificate Interns |
| ○ECM - KU | ○Cub Scouts |
| ○KU Big Event | |



www.lawrenceks.org/common_ground

2016: COMMON GROUND PROGRAM

Number of gardens/farms: **10**

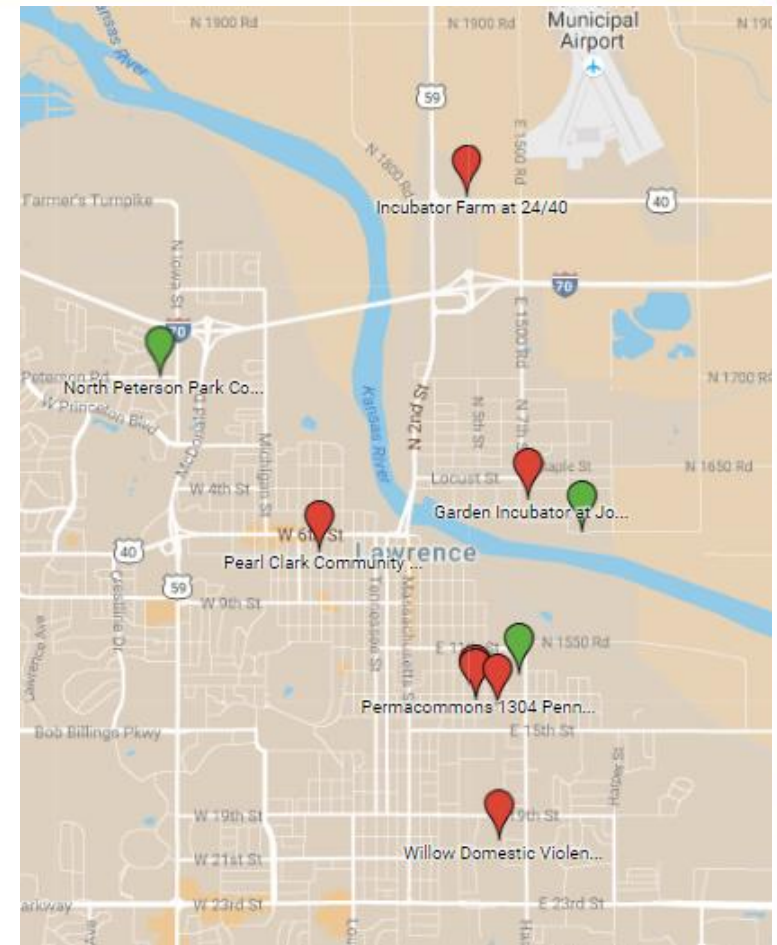
Number of gardeners/farmers: **203**

Number of community events and classes: **53**

Number of participants in events: **965**

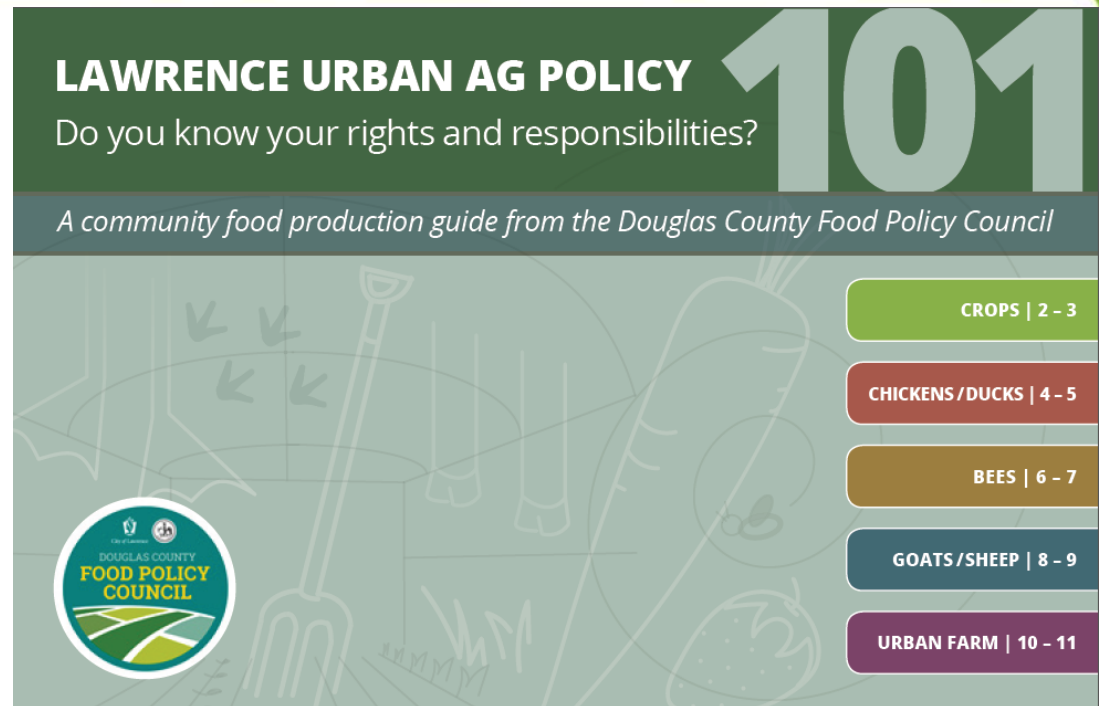
Market value of produce sold: **\$64,200**

Pounds of produce donated: **1,350**



URBAN AGRICULTURE

- ✓ Significant engagement with Planning Department and Planning Commission
- ✓ Helped lead public input through policy development
- ✓ Series of public events planned for spring 2017
- ✓ Presentation and at KS-American Planning Association conference and Kansas FPC convening



FPC worked with community designers to create user-friendly publications to explain changes in new city code.

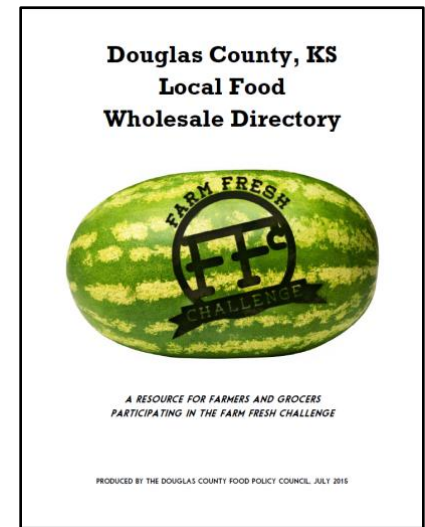
➤ www.lawrenceks.org/urban-ag to launch soon.

PARTNERSHIP TO IMPROVE COMMUNITY HEALTH

\$1.3 million CDC grant for LDC Health Department: Grant period September 2014-2017 (subcontract to County)



Established subcontract with Sunrise Project to lead extensive food system training with Community Coordinators, support community engagement.

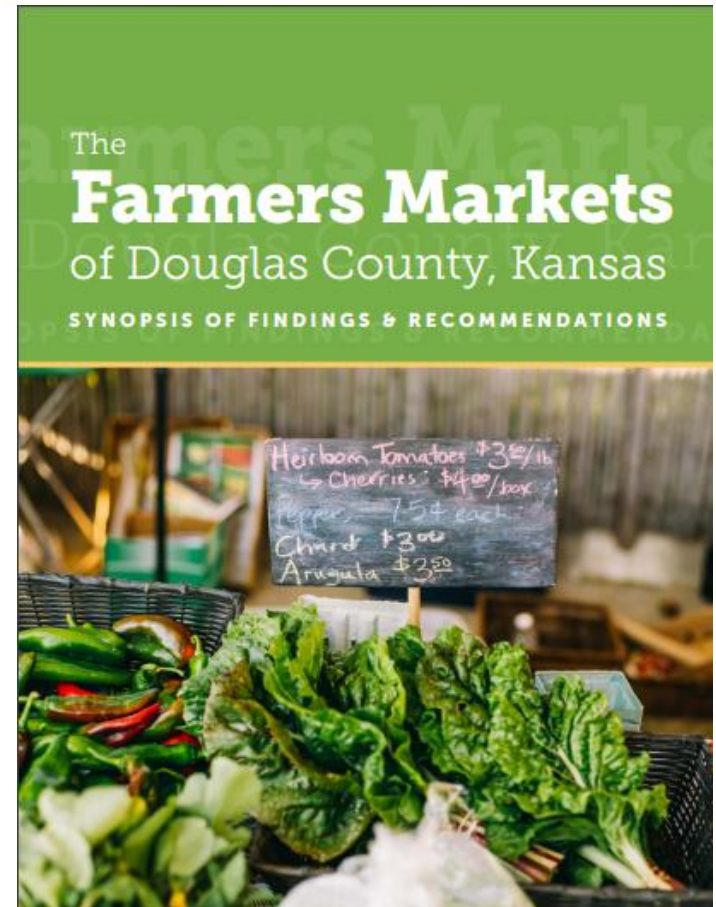


- USD497 launched Request for Information process and procurement guidelines to*
- Collaborations with Eudora and Baldwin City, including USDA grant application*

*Update coming February 2017!
Expanding to include schools, restaurants, and recovery groups.*

USDA FARMERS' MARKET PROMOTION PROGRAM GRANT

- ✓ Received \$53,650 in funding to conduct in-depth analysis of our county's six farmers' markets and consumer interests
 - SCALE, Inc. recommendations for sector, markets in new reports
- ✓ 2017: TA support to help with market implementation
 - Collaboration and new marketing tactics to increase shoppers and vendor viability



Reports available at: <https://www.douglascountyks.org/fpc/reports-and-resources>

STATEWIDE LEADERSHIP

- ✓ Statewide councils expanding
- ✓ K-State College of Ag & KSRE Annual Report highlights DCFPC and regional food hub

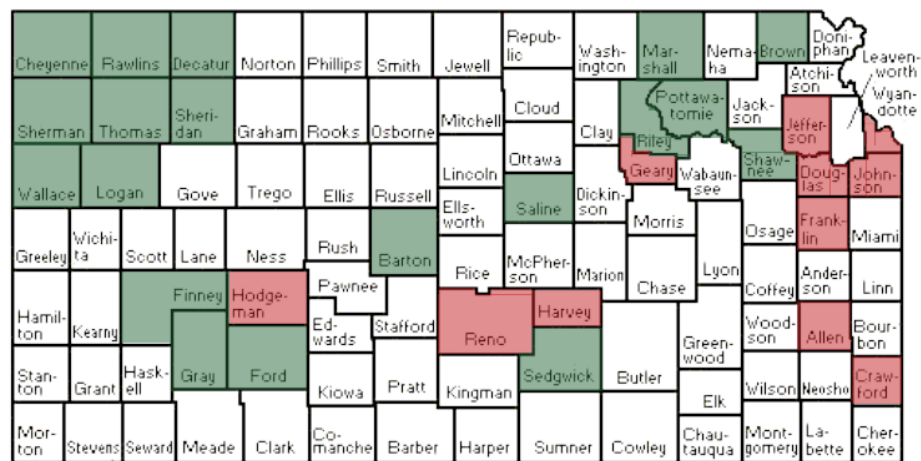
➤ Video: <https://youtu.be/1bU-i94luN0>

- ✓ DCFPC Chair and staff invited to present to **KS Local Food & Farm Taskforce**
- ✓ Presented at K-State Olathe Food Systems Symposium

“For the most part, farmers are really good at retail and direct sales, and we are kind of good at what I call the ‘easy wholesale’ — such as chefs and grocery stores. But there is a whole new, larger world that farmers have not even begun to tap into.”

- Jill Elmers (farmer, DCFPC) in KSU Report

<http://www.bookstore.ksre.ksu.edu/pubs/UNN31.pdf>



Red square: Current Councils
Green square: Emerging Councils

Kansas Alliance for Wellness

2016 MARKET MATCH TRANSITION TO DOUBLE UP FOOD BUCKS

2016 USDA FINI Grant

Double Up Heartland Collaborative

Kansas/Missouri Regional Partnership
to increase SNAP matching

68 farmers markets

117 grocery stores

316,000 SNAP users

\$2.9 million in USDA funding

\$2.9 million in local support

= \$5.8 million over 3 years



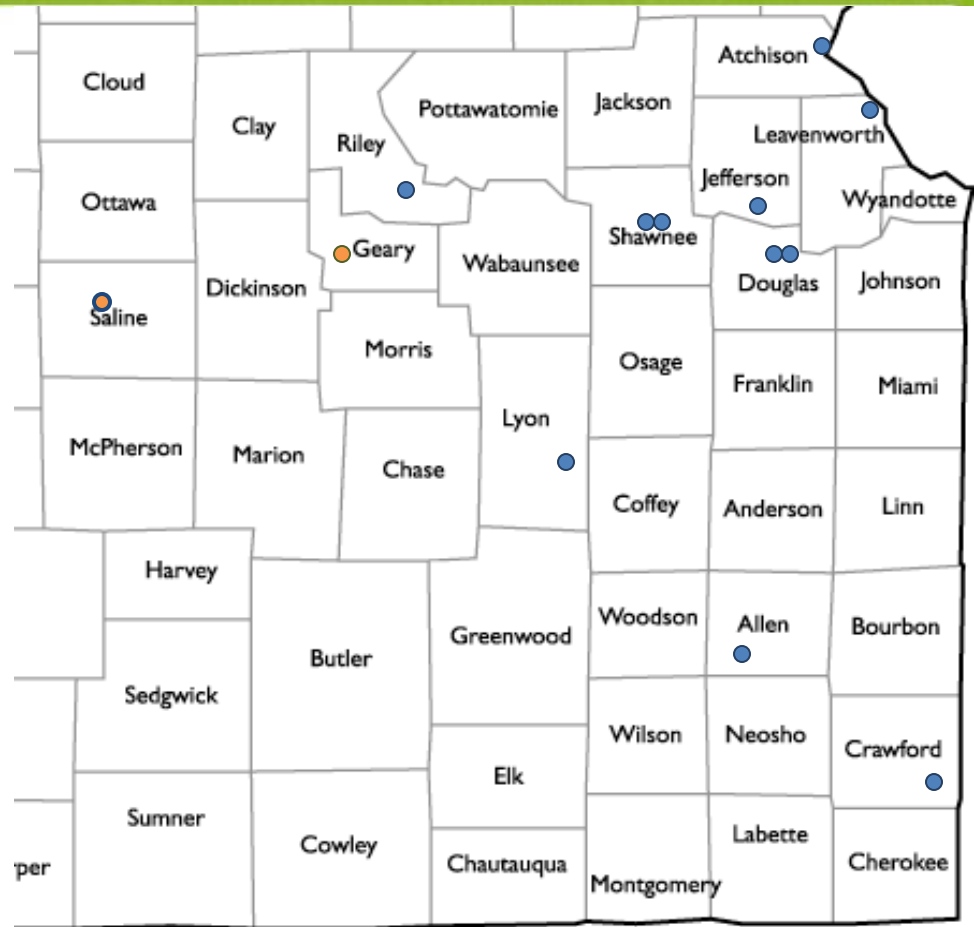
**DOUBLE UP
FOOD BUCKS™**



2016 DOUBLE UP FOOD BUCKS

Currently at **12** Markets
Expanding to **15** Markets
and **2** Rural Grocery Stores

	2015	2016
SNAP Distributed	\$19,551	\$25,529
Match	\$20,727	\$25,152
Cumulative Impact	\$40,277	\$50,681
Economic Impact	\$54,777	\$68,926



SNAP matching is a win-win-win!



low-income families
can purchase and
eat more healthy
foods,

*100% say DUFB helped
them afford more FF&V
87% consumed more FF&V
67% decreased
consumption of junk food*



local farmers access
new customers and
new sources of
revenue,

Vendors saw an increase
of over \$50,000 in
revenue across all
markets because of SNAP
matching



and more dollars
stay in **local Kansas
communities.**

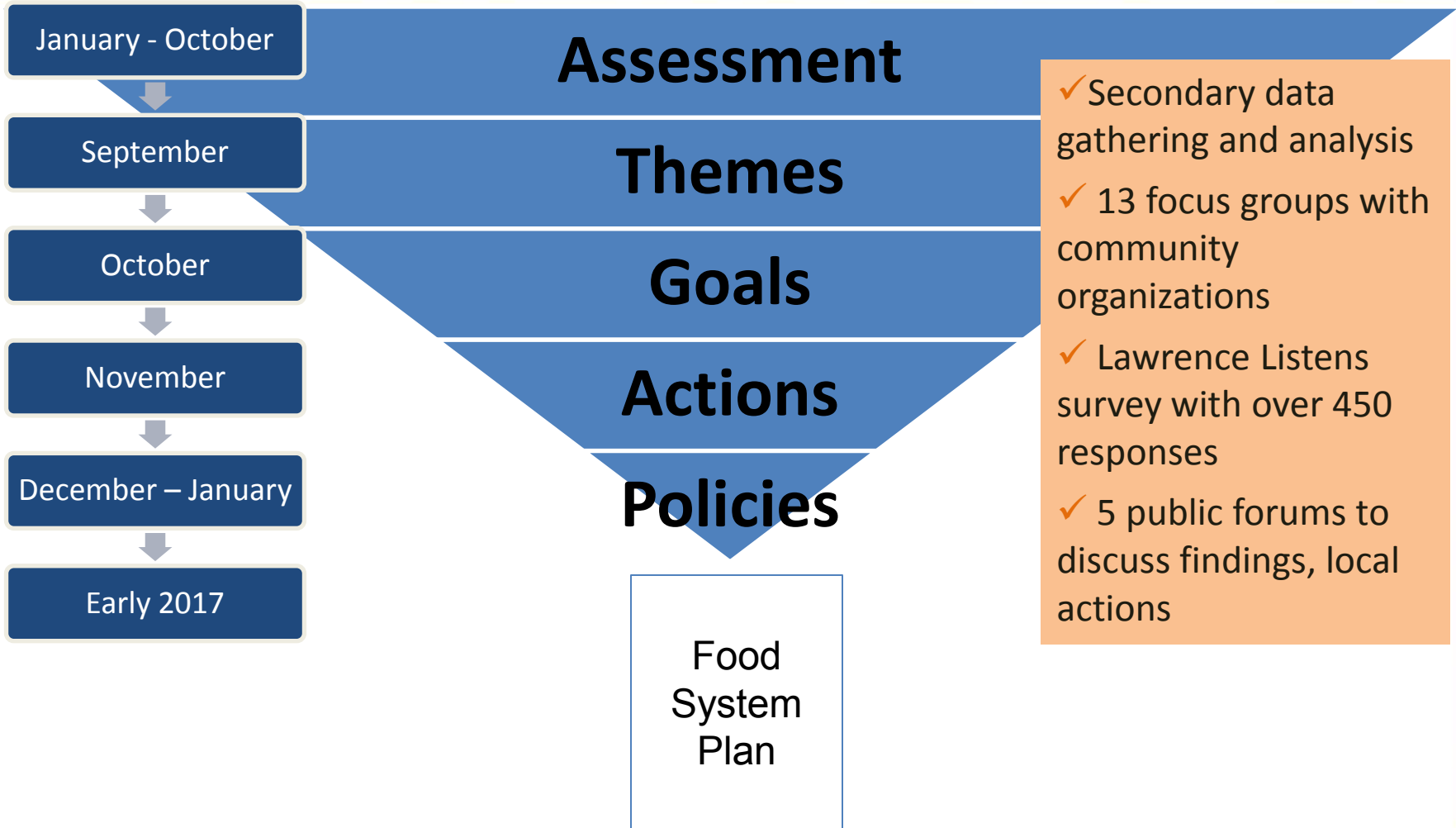
Every \$1 spent at
a farmers market
can generate up
to \$2.80 for the
local economy.

FPC TASKED TO WRITE FOOD PLAN

“a strategic plan should be developed by and maintained with the Local Food Policy Council to...ensure the master plan is fitting the true needs of the community.” --Comprehensive Plan Update Steering Committee



CREATING A FOOD SYSTEM PLAN



[illegible]

Collaborating with DCFPC in early 2017 to oversee drafting and adoption of the Food System Plan.

FOOD SYSTEM PLAN GOALS

1. Agricultural producers, food entrepreneurs, and food sector workers thrive in our regional economy.
2. As our cities grow we prioritize natural resource conservation and maintain working lands to promote soil health.
3. We build and design our communities to ensure food access, foster health, and eliminate food deserts.
4. Our community works together to ensure affordable and culturally-appropriate food for all.
5. Our community minimizes waste creation and recovers, recycles, diverts, and composts to eliminate waste in our local food system.

2017 OUTLOOK

- ✓ Food System Plan
 - February: Public comment
 - Spring: Adoption process
 - After adoption: Determine priorities, begin implementation
- ✓ Double Up Food Bucks growth
- ✓ Food Systems Coordinator transitions to Sustainability Planner
- ✓ Continue to tell our story and lead local food system innovation



Dan Fuller of White Tail Run Winery



John Wohletz of Wohletz Farm Fresh

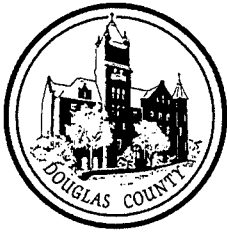
STAY CONNECTED

- ✓ All Douglas County Food Policy Council meetings are open to the public—and our County Commissioners:
 - Full Council: Third Monday each month, 6:30pm to 8:30pm
Location varies throughout our county food system
 - Subcommittees meet monthly
- ✓ Agendas, minutes, reports, and additional info online:
<https://www.douglascountyks.org/fpc/welcome>
- ✓ Subscribe for monthly agenda announcements:
<http://lawrenceks.org/subscriptions>

QUESTIONS?

Helen Schnoes, Food Systems Coordinator
hschnoes@douglas-county.com
785-832-5157

<http://douglascountyks.org/fpc>



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 : January 24, 2017

Re : Consider resolution prohibiting bicycle traffic on Route 458 during construction of Project No. 2015-05

We are scheduled this year to begin construction of Project No. 2015-05, a major road rehabilitation project on Route 458 from E 800 Road (Route 1/1039) to approximately 1,000 feet north of N 1156 Road. The project will include reconstructing three 40-mph curves to be 55-mph curves, and will add paved shoulders and flatten roadside slopes throughout the project length. In the earlier phases of the projects, crossroad culverts will be replaced, which will prohibit all traffic at those locations. A signed detour will be in place following US-59 highway, US-56 highway, and Route 1029. In the middle to latter phases of the project, two lanes of traffic will be open on restricted lane widths.

This section of Route 458 has become very popular with bicyclists. During two public meetings we have heard from citizens concerned with bicycle traffic and motor vehicle traffic occupying the same restricted lane widths during construction. We are also concerned, and feel bicycle traffic and motor vehicle traffic would be incompatible during construction of this project. Mixing bicycle traffic with motor vehicle traffic on restricted lane widths with reduced work-zone speed limits and no passing opportunities is a safety concern.

The attached resolution would prohibit bicycle traffic on Route 458 from E 800 Road to N 1200 Road during construction of this project.

Action Required: Consider approval of a resolution prohibiting bicycle traffic on Route 458 from E 800 Road (Route 1/1039) to N 1200 Road during construction of Project No. 2015-05, the rehabilitation of Route 458 from E 800 Road to approximately 1,000 feet north of N 1156 Road.

RESOLUTION NO. _____

A RESOLUTION PROHIBITING BICYCLE TRAFFIC ON DOUGLAS COUNTY ROUTE 458 FROM E 800 ROAD TO N 1200 ROAD DURING CONSTRUCTION OF PROJECT NO. 2015-05

WHEREAS, Douglas County intends to complete a major rehabilitation of Route 458 from E 800 Road (Rte 1/1039) to approximately 1000' north of N 1156 Road, designated Project No. 2015-05. The project will include reconstructing the three existing 40-mph curves to be 55-mph curves, and adding paved shoulders throughout the project length ("Construction Project").; and

WHEREAS, Section 9-305 of the Douglas County Code authorizes the Director of Public Work to make temporary traffic regulations in construction zones, but such regulations can only extend 90 days and this Construction Project is expected to last more than 90 days; and

WHEREAS, the Director of Public Works for the County of Douglas has requested the Douglas County Commission to prohibit bicycle traffic on Route 458 from E 800 Rd (Rte 1/1039) to N 1200 Road during this Construction Project for reasons of public safety.

WHEREAS, the Board of County Commissioners finds and declares that bicycle traffic on the above described sections of Route 458 during this Construction Project may pose a threat to the safety and welfare of the general public and should be prohibited.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that the following resolution is enacted:

1. Bicycle traffic shall be prohibited on Route 458 from E 800 Rd (Rte 1/1039) to N 1200 Road during this Construction Project.

2. This resolution shall take effect and be in force after its adoption by the Board of County Commissioners and appropriate traffic control signs giving notice thereof are erected upon the above described sections of Route 458.

3. This resolution shall automatically be rescinded when this Construction Project on Route 458 is complete, as determined by the Director of Public Works, and the applicable control signs are removed.

IN WITNESS WHEREOF, the foregoing Resolution was adopted this _____ day of _____, 2017.

BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS
COUNTY, KANSAS

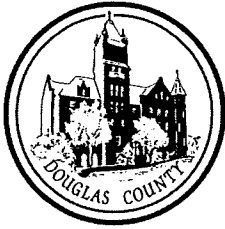
Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Vice-Chair

Jameson D. Shew, County Clerk

Michelle Derusseau, Member



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 : January 26, 2017

Re : Consider variance to the strict application of Access Management regulations
Warren property located at approximately 1239 E 1900 Road

Andrea Warren owns an approximately 5-acre parcel along the west side of Route 1057 (E 1900 Road). The parcel is situated between 1235 E 1900 Road and 1251 E 1900 Road. The parcel has approximately 310' of frontage along Route 1057, which is far less than the 1320' required for this Principal Arterial roadway. The parcel was created before 2006 when the current access management regulations were established.

When the BoCC established the current regulations, it made clear its desire that properties existing prior to the 2006 regulations should not have their access rights affected by the regulations. To this end, the BoCC put in place a waiver process.

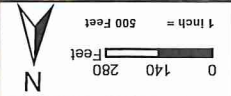
The access management regulations are contained in Chapter 9, Article 5 of the County Code. Section 9-502 stipulates that properties that met the prior regulations as of October 2006 shall not be denied a residential entrance permit solely for the reason that the property has insufficient frontage along a Minor Collector or Local road. Section 9-512 establishes a variance procedure for properties that don't have sufficient frontage along a public road classified as a Major Collector or Arterial road, but otherwise meet the requirements of Section 9-502. The variance procedure involves the BoCC naming a designee to hear the case and determine if a variance should be granted.

The Warren property has frontage only along Route 1057. There is no alternative access available. There are several existing residential entrances on properties of similar size neighboring the Warren property. The property has adequate sight distance for an entrance to be situated in the southern portion of the property. Given the BoCC's desire to not harm properties that met the previous regulations, it is my opinion that the Warren property should be granted a variance to the access management regulations and allowed a residential entrance. I do not feel the BoCC naming a designee to hear this case is needed.

Action Required: Consider granting a variance to the strict application of the access management regulations for the Andrea Warren property located at approximately 1239 E 1900 Road and approve residential access for the property.



Andrea Warren property





DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Director

MEMO TO: Board of County Commissioners
Craig Weinaug, County Administrator
Sarah Plinsky, Assistant County Administrator

FROM: Eileen Horn, Sustainability Director
Keith Browning, Public Works Director
Sean Reid, Zoning & Codes Director

SUBJECT: **Contract to partner with KDHE for Zika Virus Mitigation Grant – Waste Tire Collection**

DATE: February 1, 2017

Background:

The KDHE Bureau of Waste Management received Zika Virus Mitigation Funds to address mosquito breeding sites in the most populous counties in Kansas. Waste tires provide an excellent breeding habitat for mosquitoes, and can increase the risk of the spread of the Zika Virus.

Each participating community will be allowed \$1,000 for the purpose of advertising a “Tire Amnesty Event” and then up to \$10,000 for the proper disposal of waste tires by a permitted waste tire disposal service.

Addressing waste tires has long been a concern for staff in our Zoning & Codes department, who often encounter landowners with large, visible piles of waste tires on their property. Enforcement of the code violation is difficult, and the cost for a landowner to dispose of the tires is considerable (ranging from \$2/car tire to \$15/tractor tire). Zoning & Codes staff have mapped some of the properties in the County with large, visible piles of tires.

Tire Amnesty Event Workplan:

The attached workplan outlines a two-phased approach to the event which will help the County to both 1) address the areas of highest need, and 2) control costs.

In the first phase, we will utilize targeted advertising and outreach to ensure that landowners with large piles of waste tires are informed of the opportunity to have the waste tires disposed of at no cost to them. Then, we will assess if any funds remain (of the \$10,000 from KDHE). If so, we will host an open-to-the-public Tire Amnesty Event that would allow any Douglas County residents to drop off tires for free disposal. We would, however, limit these drop-offs to 7 per household (per KDHE requirements)

The Contract:

The attached contract stipulates the grant amount (\$11,000) and the responsibilities of both KDHE and the County. Note that the grant reimbursement is capped at \$11,000 and can only be spend on advertising and directly with the vendor for the disposal fees. No grant funding can be used to pay County staff or to reimburse for equipment usage.

Therefore, the County's in-kind contribution would be the provision of labor to assist residents with the tire drop-off process, and to use County equipment to pile tires for the selected vendor. In order to reduce possible overtime costs, we may consider hosting the Tire Amnesty Event on a weekday.

Also note that the contract stipulates that any additional funds over the contract amount will be covered by the County. This is one of the primary reasons for the phased approach – by doing Phase 1, and then assessing the remaining budget, we will be able to control potential overages by planning Phase 2 according to the funds remaining.

Requested Action:

Consider Resolution # [REDACTED] and authorize the County to enter into an agreement with the Kansas Department of Health & Environment to collect and dispose of waste tires as part of the Zika Virus Mitigation Grant program.

Resolution_____

A RESOLUTION ADOPTING A CONTRACT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND DOUGLAS COUNTY FOR COLLECTION AND DISPOSAL OF WASTE TIRES TO HELP PREVENT MOSQUITO BREEDING AND STOP THE SPREAD OF MOSQUITO BORNE DISEASES SUCH AS THE ZIKA VIRUS.

WHEREAS, the Board of County Commissioners of Douglas County, Kansas met in due and regular session this 1st day of February 2017; and

WHEREAS, the Kansas Department of Health and Environment has been tasked with removing waste tires from the environment to help prevent mosquito breeding to help stop the spread of mosquito borne diseases; and

WHEREAS, the secretary of KDHE wishes to contract with Douglas County to collect tires from their citizens and pay Douglas County for the cost of disposal of the waste tires; and

WHEREAS, the Board of County Commissioners of Douglas County, Kansas wishes to enter into a contract with KDHE to reduce the public health risk and environmental hazards of waste tires in the environment.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Douglas County, Kansas that the above-mentioned contract with the Kansas Department of Health and Environment is entered upon.

This resolution shall become effective upon passage.

Board of County Commissioners of Douglas County:

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Member

Jameson D. Shew, County Clerk

Michelle Derusseau, Member

CONTRACT
between
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
and
Douglas County

SUBJECT: Collection and Disposal of Waste Tires

DIVISION: Environment, Bureau of Waste Management

CONTRACT

PERIOD: February 15th, 2017 through May 15th, 2017

AMOUNT: \$11,000.00

This agreement between the Kansas Department of Health and Environment (hereinafter KDHE) and Douglas County (hereinafter County) takes effect February 15th, 2017.

WHEREAS, KDHE has been tasked with removing waste tires from the environment to help prevent mosquito breeding to help stop the spread of mosquito borne diseases.

WHEREAS, the Secretary has determined that the most efficient and cost effective method of removing waste tires from the environment is to contract with counties to collect the tires from their citizens and pay the county for disposal of the waste tires.

WHEREAS, the County wishes to enter into an agreement to remediate the risk to human health, or environmental hazards of having waste tires in the environment.

WHEREFORE, in consideration of the foregoing and the representations and obligations undertaken herein and intending to be legally bound, the parties hereto agree as follows:

I. The KDHE shall:

(1) Provide reimbursement to the County for actual expenditures not to exceed \$11,000.00.

(2) Reimburse the contract amount upon receipt of Certified Expenditure Affidavits supported by evidence of expenditure. No reimbursements will be processed until the project is completed.

(3) Review all requests and contracts submitted by the County for approval by KDHE within thirty days of receipt by KDHE.

(4) Provide technical assistance to the County for project execution and administration.

II. The County shall:

(1) Submit a work plan to KDHE for approval prior to award of the contract.

(2) Submit Certified Expenditure Affidavits supported by evidence of expenditure upon request for a final affidavit. The final affidavit shall be received by KDHE no later than May 15th, 2017. Complete, accurate documentation and current accounting of all funds received and expended shall be maintained to provide an audit trail to source documentation.

(3) Afford access, upon written request, to the Secretary of KDHE or the Secretary's authorized representative, or Kansas Legislative Post Audit to any documents and other records necessary to certify compliance with Kansas statutes, regulations, and appropriation requirements.

(4) Complete the project as specified in the approved work plan.

(5) Submit a final report to KDHE detailing the work accomplished in implementing the work plan.

(6) Provide additional funds over the contract amount, as necessary, for completion of the project.

(7) Permit KDHE to take pictures or to conduct videotaping at the site. Agree to allow the use of these pictures and videos as part of the Keep it Clean Kansas, Get Caught Recycling™ or Kansas Green Teams program public education campaigns and KDHE outreach activities.

(8) The County shall submit to KDHE a copy of the resolution adopting this agreement. Upon submission, the resolution shall be incorporated into this agreement as Exhibit C.

III. The parties mutually agree that:

(1) Failure to submit an approvable work plan shall render this contract void.

(2) The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto and executed by the parties to the agreement, are hereby incorporated into this contract and are made a part hereof.

(3) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

(4) This contract shall terminate upon the County's receipt of written notice from KDHE that the County has demonstrated that the items set forth in the work plan were satisfactorily completed.

(5) Nothing in this agreement shall be considered an admission of any fact or an acknowledgement of any liability; and, nothing herein shall be binding or have any effect on the position of the parties on any other agreements which may be negotiated between them.

(6) KDHE and the County will not be liable for any acts or omissions of their respective employees, agents, assigns, contractors, or persons acting on behalf of KDHE or the County in carrying out any activities pursuant to the terms of this agreement, beyond that liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

(7) KDHE shall not be responsible for any payments for site access or crop damage.

(8) By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind the parties to its terms.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated below.

Susan Mosier, MD, MBA, FACS
Secretary and State Health Officer
Kansas Department of Health and Environment

Date

By: Douglas County, Kansas

Date

Printed Name

Title



DOUGLAS COUNTY REGISTER OF DEEDS

1100 Massachusetts Street
P.O. Box 747
Lawrence, KS 66044-0747
(785) 832-5282 Fax (785) 330-2807
www.douglascountyks.org

Kay Pesnell
Registrar

Kay Pesnell
Douglas County
Register of Deeds

January 27, 2017

Douglas County Commissioners,

Technology funds are collected by this office in accordance with Statute 28-115a. This statute allows funds to be used in the Register of Deeds Office as well as other land offices for technology projects. This fund continues to be a source of revenue that allows Kansas counties to be on the cutting edge of technology.

End Balance 12-31-16 = \$498,489.14

Approximately \$200,000.00 is budgeted for 2017 from this fund for the Register of Deeds to pay for the balance owed for new software package, replacement of computers for this office, conversion of images to film and maintenance for machines used in the Register of Deeds Office.

In accordance with Statute Number 28-115a, I authorize the sum of \$300,000.00 to be transferred to the Douglas County Commissioners to be used for technology projects in other Douglas County Land Offices, IT Department for storage of images and the countywide document project. These funds are transferred at the end of each year.

Thank you for your time.

Kay Pesnell