

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MAY 31, 2017

4:00 p.m.

-Recognition of Community Health Champion Award from Kansas State of Wellness 2017
(Helen Schnoes/Eileen Horn)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider acquisition of easement for project No. 2015-05 (County Route 458).
(Michael Kelly);
- (c) Authorize the Assistant County Administrator to execute the Order to Bind Coverage with Midwest Employers Casualty for Worker's Compensation excess coverage at a \$500,000 retention level for all employees for \$76,949 for the period June 15, 2017 through June 14, 2018, with the option to renew for successive one (1) year term in the amount of \$76,949 for the period June 15, 2018 through June 19, 2018 (Sarah Plinsky);
- (d) Consider approval of agreement for the SFY18 agreement for the Head Start Medicaid match (Jennie Henault); and
- (e) Consider acceptance of right-of-way as shown on Final Plat, PF-17-00094, for 902 Storage, a one-lot subdivision containing approximately 11.63 acres, located in the 1700 Block of E 902 Road. Submitted by BG Consultants, Inc. for Garber Enterprises, Inc., property owner of record. Mary Miller is the Planner.

REGULAR AGENDA

- (2) Authorization to apply for Communities Fisheries Assistance Program grant funding to reconstruct concrete dock mooring and fishing platform at the Lone Star Lake Community Building (Keith Browning)
- (3) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeals (1) position 10/16
 - Lawrence-Douglas County Housing Authority Board (1) position 06/17
 - Metropolitan Planning Commission – Positions (2) 05/17
 - Palmyra Township Trustee position
 - Property Crimes Compensation Board (1) position
 - (c) Public Comment
 - (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, JUNE 7, 2017

-Relay for Life proclamation (Caroline Wroczynski)
-Consider approval of 2017 Heritage Grant Agreements (Jan Shupert-Arick)
-Consider approval of Douglas County Personnel Policies 2017 Update (Sarah Plinsky);

WEDNESDAY, JUNE 14, 2017

6:00 p.m.

-Consider adoption of Douglas County Food System Plan (Helen Schnoes)
-**17-00155:** Rezoning approximately 26.995 acres from County A (Agricultural) District to I-3 (Industrial) District, located directly east of 1705 N 1399 Rd.
-**SP-17-00156:** Site Plan for RD Johnson Excavating, located at 1705 N 1399 Road, 1702 N 1360 Road, and parcel east of 1705 N 1399 Road. Submitted by Law Office of Dan Watkins on behalf of RD Johnson Excavating Company LLC, property owner of record. Becky Pepper is the Planner.

WEDNESDAY, JUNE 21, 2017- canceled

WEDNESDAY, JUNE 28, 2017

-CUP-17-00221: Consider an update to an existing Conditional Use Permit for Bland Airstrip Residential Driveway, located near N 1100 Rd & E 2000 Rd. Submitted by Brent Grosdidier, property owner of record. Mary Miller is the Planner.

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 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 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 : May 25, 2017

RE : Project No. 2015-05; County Route 458; Acquisition of Easement;
Consent agenda

As you are aware Douglas County plans to improve County Route 458, from the intersection of N1156 Rd (near the south end of the Clinton Lake dam) south and west a distance of approximately 4 miles, by adding 6.5 ft. shoulders as well as pavement rehabilitation. The project is scheduled to begin May 30, 2017 although utility relocations are underway.

Negotiations with landowners (for easement) are completed for the final 2 parcels. The total amount for the attached contracts is \$2,937.00.

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

ACTION REQUIRED: Consent agenda approval to authorize the Chair to affix his signature to the CONTRACT's FOR HIGHWAY PURPOSES for Project No. 2015-05.

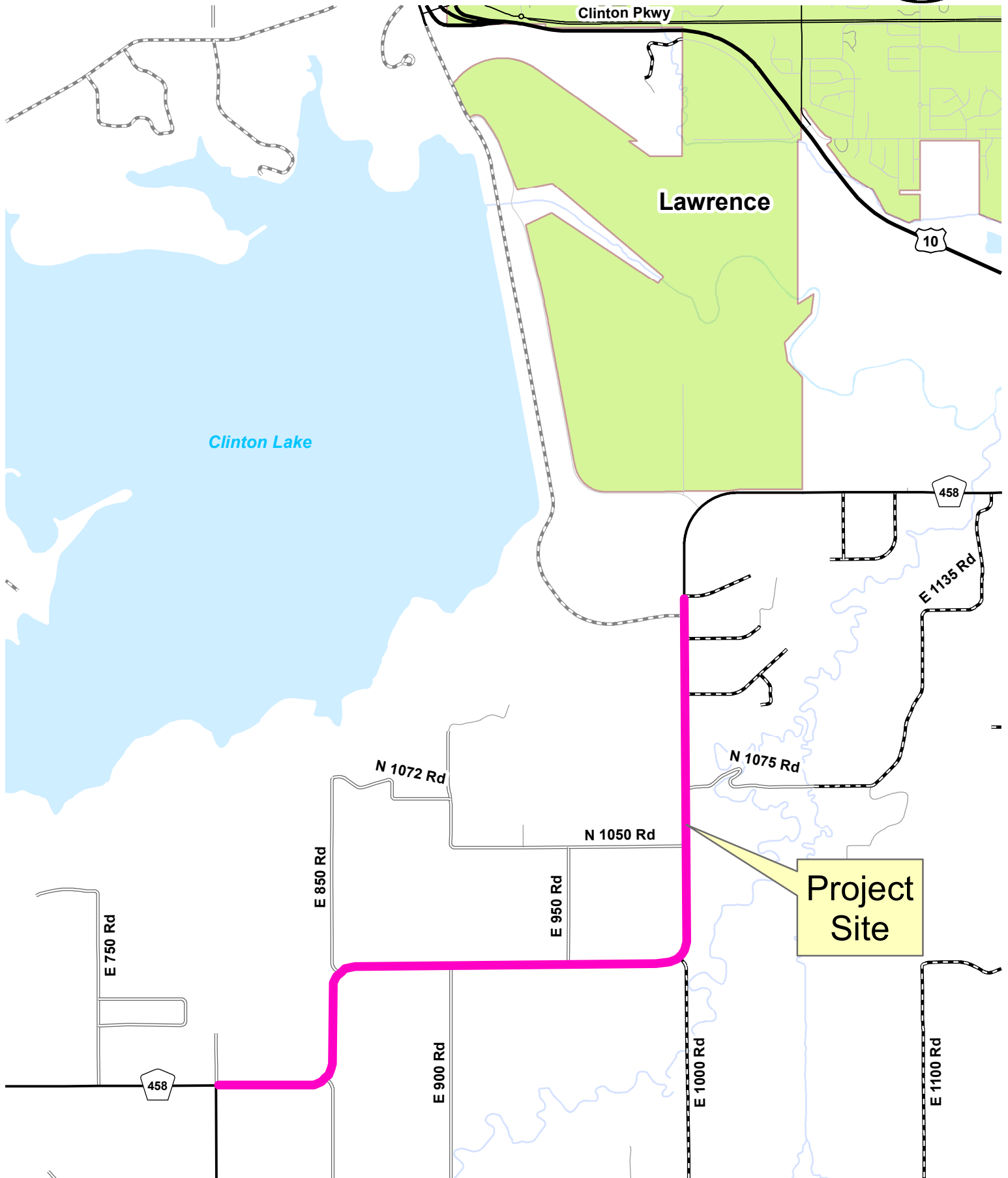
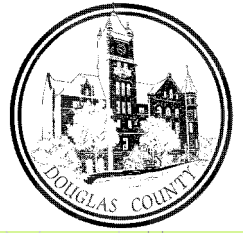
Project No. 2015-05

Route 458

General Location Map

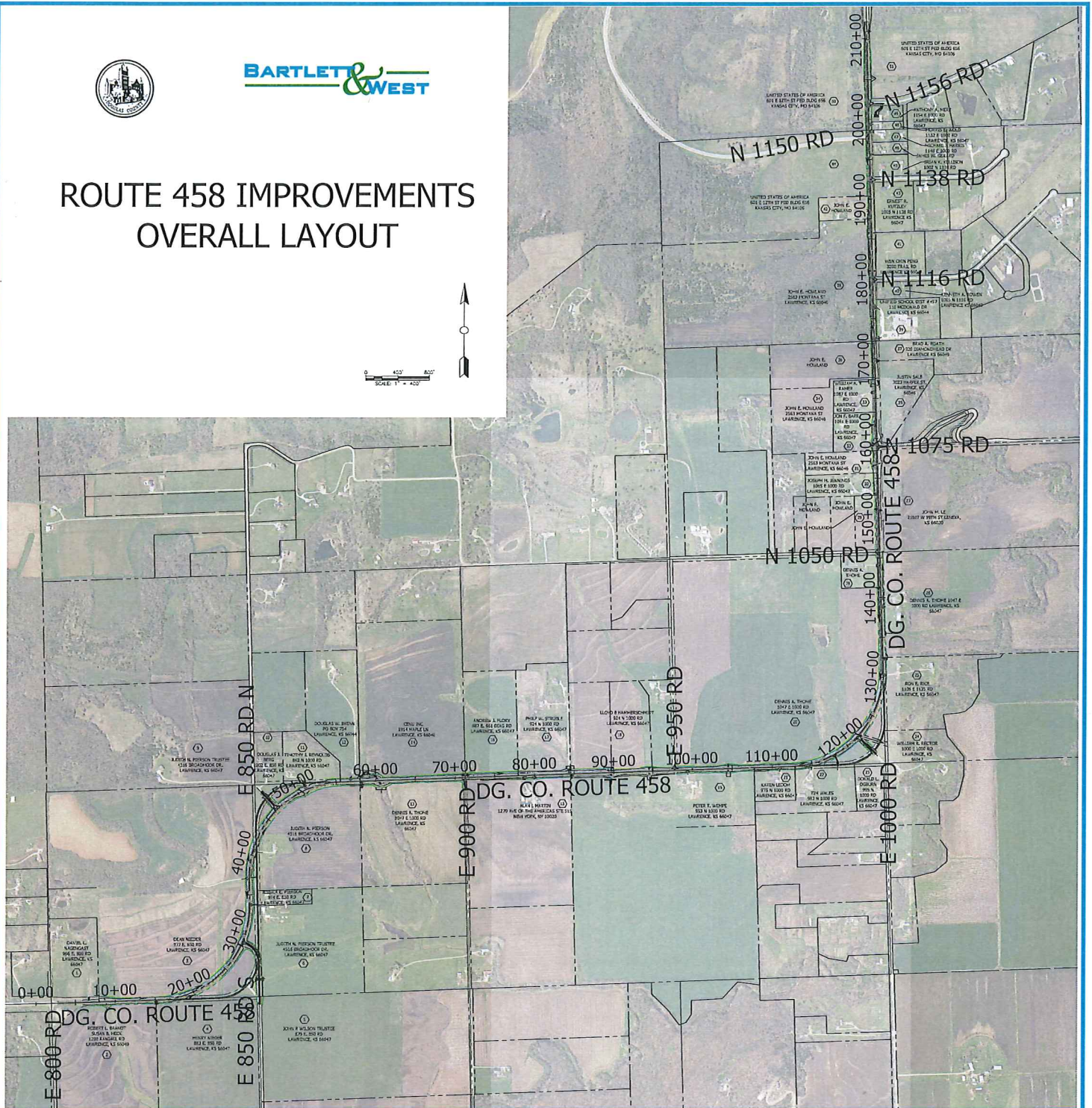
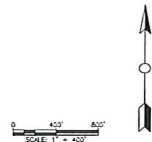


0.5 0.25 0 0.5 Miles





ROUTE 458 IMPROVEMENTS OVERALL LAYOUT





DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator
Julie Clouse, Management Information Analyst

SUBJECT: Excess Workers' Compensation Insurance Coverage

DATE: May 17, 2017

Douglas County is self-insured for Workers' Compensation, but is required by the State of Kansas to maintain insurance coverage for high claims. In recent history, Douglas County has never reached the deductible (retention) on any one claim, which would activate the excess coverage. Our current provider is Midwest Employers Casualty Company and our current retention levels are \$500,000 for all employees.

Midwest Employers quoted a premium of \$76,949 for the period June 15, 2017 through June 14, 2018. They also offered a two-year renewal contract with a rate guarantee with no increase in the premium next year, or \$153,898 through June 14, 2019. The renewal estimate includes coverage for Volunteer First Responders and is a 7.30% increase from the expiring policy.

RECOMMENDED MOTION

Authorize the Assistant County Administrator to execute the Order to Bind Coverage with Midwest Employers Casualty for Workers' Compensation excess coverage at a \$500,000 retention level for all employees for \$76,949 for the period June 15, 2017 through June 14, 2018, with the option to renew for successive one (1) year term in the amount of \$76,949 for the period June 15, 2018 through June 14, 2019.

**AGREEMENT
BETWEEN THE
KANSAS HEAD START ASSOCIATION
THE
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KS
THE
LAWRENCE-DOUGLAS COUNTY HEALTH DEPARTMENT
AND THE
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
TO
PROVIDE PARENT HEALTH LITERACY SERVICES**

This agreement is entered into by and between the Kansas Department of Health and Environment (KDHE), the Board of County Commissioners of Douglas County, KS (the County), and the Lawrence-Douglas County Health Board (the Health Board), and the Kansas Head Start Association (KHSA).

WHEREAS, K.S.A. 2007 Supp. 75-7401 authorizes the KDHE to enter into a contract for services, and;

WHEREAS, KHSA desires to support the education of Medicaid, KanCare, and uninsured families to understand basic health information and apply skills to health situations at home, at work, and in the communities of Douglas County and the state of Kansas, thereby decreasing the use of hospital emergency rooms and health clinics, and;

WHEREAS, the KDHE recognizes a need for the Parent Health Literacy program and KHSA, the County and the Health Board desire to promote said program, and;

WHEREAS, Federal Financial Participation is available to pay a portion of the project costs, and;

NOW, THEREFORE, for and in consideration of their mutual promises, the parties hereby agree as follows:

I. CONTRACTOR RESPONSIBILITIES

Program Development KHSA agrees to promote best practices in the education and mentoring of parents and guardians in health literacy. KDHE and KHSA will review quarterly reports on the following program elements to promote said services:

- A. Number of Head Start, Medicaid, uninsured families and staff attending training on health literacy.
- B. Ensure each Head Start child has a signed Authorization for Release of Protected Health Information signed by the parent or guardian.
- C. Pre and post training assessments completed by all training participants.
- D. Number of days of missed work/school by training participants.
- E. Number of Emergency Room and health clinic visits before and after training.

Staffing: KHSA, in collaboration with the Health Board, shall warrant that all participating entities in the Parent Health Literacy project have trained staff to support the program.

Additionally, the following guidelines are provided:

- A. Each parent/guardian will receive a copy of the book, "What to do when your child gets sick". Book is available in English and Spanish.
- B. Each practitioner will receive 4 hours training on how to instruct parents/guardians to use the aforementioned book.
- C. Practitioners will provide a minimum of 20 minutes of instruction to use the book, "What to do when your child gets sick".
- D. Practitioners will have access to ongoing guidance on implementation of the model.

Reports: KHSA shall provide the quarterly reports referenced in the section herein, Program Development, to KDHE quarterly and annually regarding the program success.

Funding Certification: During the contract year, the County shall certify to KDHE on the form provided that it has \$91,968.14 as certifiable matching funds and provide the source and amounts of the funds as required by federal regulations for certified matching funds provided by a municipality or unit of municipal government. Prior to certification by the County, KHSA shall submit this funding certification to the Health Board, which shall review and approve, then, submit to the County for approval.

Indemnification: KHSA acknowledges that, except as stated herein, it shall be solely responsible for the development and administration of the Parent Literacy program, and hereby indemnifies and holds harmless the County, its elected/appointed officials, employees and any subordinate entity, from any claim for damages brought by a participant of the program or a third party on behalf of a participant in the program.

II. KDHE RESPONSIBILITIES

Consultation: KDHE shall provide consultation and technical assistance to KHSA, the County or the Health Board, as requested, during the term of this agreement. This will include data analysis of Medicaid records of the families participating in the project.

Funding: KDHE shall draw down and pay the County (which shall then pay KHSA the amount minus any administration fee not to exceed Five thousand dollars (\$5,000.00) the federal financial participation amount appropriate after a written "draw down" request is made and upon certification in writing by the County that KHSA has matching funds on hand as specified in this agreement.

Contact: Reports and invoices should be sent to:

Kansas Department of Health and Environment
 Division of Health Care Finance
 ATTN: Julie Figgs, Contract Manager
 900 SW Jackson Ave, Room 900N
 Topeka, Kansas 66612

(785) 296-5107
jfiggs@kdheks.gov

III. CONTRACT TERMS AND CONDITIONS

Term: The term of this contract shall be from July 1, 2017 through June 30, 2018 with two (2) additional one (1) year renewals, at the option of the State, and with written agreement of the parties.

Compensation: Total annual funding under this agreement shall not exceed \$183,936.28, said amount comprising county matching funds of \$91,968.14 and the federal financial participation amount of \$91,968.14. In the event increased funding becomes available, KHSA shall notify KDHE in order that an amendment to the contract be prepared, if applicable.

KHSA shall request the initial "draw down" of funds on or about October 1 of the agreement year. Subsequent draw down requests shall be made quarterly on or about the first of the month or quarter.

Payments shall be processed within thirty (30) days of receiving KHSA invoice or "draw down" request and certification of matching funds. In no event shall the payment exceed forty-five days from date of request.

Termination for Cause: The Secretary of the Kansas Department of Health and Environment may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances:

- A. KHSA fails to make delivery of goods or services as specified in this Contract; or
- B. KHSA fails to perform any of the provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms.
- C. The Secretary of the Kansas Department of Health and Environment shall provide KHSA with written notice of the conditions endangering performance. If KHSA fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing); the Secretary of the Kansas Department of Health and Environment shall issue KHSA an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.
- D. **Termination for Convenience:** The Agreement may be cancelled by either party by providing written notice thereof at least thirty (30) days in advance of the effective day of termination. At that time KHSA will give KDHE all the information it has collected for this project and will charge KDHE only the expenses incurred up to the date that the notice of termination is delivered, although KHSA will be entitled to keep any and all payments previously made by KDHE pursuant to this Agreement.

Termination for Unavailability of Funds: It is understood and agreed by KHSA and the State of Kansas that all obligations of the State of Kansas, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State of Kansas be liable for any

payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, the State of Kansas shall notify KHSa of such reduction of funds available and shall be entitled to reduce the State's commitment hereunder or to terminate the contract as it deems necessary.

Retention of and Access to Records: All records prepared pursuant to this agreement shall be retained and safeguarded for a six-year period following termination of this agreement, and said records shall be made available to any other party to this agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees.

Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this agreement.

In the event that the terms of this agreement give rise to litigation, the parties shall retain all documents arising out of the litigation, for two years following termination of the litigation and any appeal thereof.

Independent Contractor Status: At all times pertinent to this agreement KHSa shall perform as and hold the status of an independent contractor and at no time be deemed an employee of the State. KHSa shall have sole discretion in directing the conduct, activities, and duties performed by its employees pursuant to this agreement.

KHSa shall take appropriate measures to ensure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. KDHE will not withhold any form of taxes, insurances, assessments, or plan payments required of an employer-employee status or that which may be requested by KHSa, and KHSa shall be solely responsible for said taxes, insurances, assessments, and plan payments.

The provisions found in Contractual Provision Attachments A (DA-146a) B, "Compliance with the Pilot Program for enhancement of Contractor Employee Whistleblower Protections", and C "Business Associate Agreement" which are attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS HEREOF, the parties hereby execute this agreement on the day and year identified by the signatures below.

Kansas Head Start Association

Executive Director

Date

Board of County Commissioners

Chair, Douglas County, KS

Date

Lawrence-Douglas County Health Department



Board Chair

05/15/2017

Date

Kansas Department of Health and Environment

Secretary

Date

Important. This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20__.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 [1] R[1]).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 [1] R[1]) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 [1]) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 [1] (ADA)) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-8403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-

insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to Information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ATTACHMENT B
COMPLIANCE WITH THE
"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,

Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee (or subgrantee) may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

Memorandum

City of Lawrence

Planning & Development Services

TO: Board of County Commissioners

FROM: Mary Miller, Planner

Date: May 25, 2017

**RE: Acceptance of dedication of right-of-way for E 902 Road as shown
on Final Plat, PF-17-00094, 902 Storage**

Attachments: A—Final Plat
B—Administrative Determination

PF-17-00094, the Final Plat for 902 Storage, a one-lot subdivision of approximately 11.63 acres located in the 1700 block of E 902 Road was administratively approved on May 24, 2017. The plat includes the dedication of 40 ft of right-of-way on the subject property side of E 902 Road. The plat has been placed on the County Commission's agenda for acceptance of the dedication of right-of-way.

A collector road requires 80 ft of right-of-way width (40 ft on each side of the centerline). The amount of right-of-way being dedicated is compliant with the requirements in Section 20-810 of the Subdivision Regulations [Section 11-110, County Code].



ADMINISTRATIVE DETERMINATION & CERTIFICATION

FINAL PLAT

902 STORAGE ADDITION

May 24, 2017

PF-17-00094: Final Plat for Plat for 902 Storage, a one-lot subdivision containing approximately 11.63 acres, located in the 1700 Block of E 902 Road. Submitted by BG Consultants, Inc. for Garber Enterprises, Inc., property owner of record.

ADMINISTRATIVE DETERMINATION: The Planning Director approves the above-described Final Plat based upon the certification in the body of this report.

KEY POINTS

- Platting is required prior to development of the property.
- The property is located within the planning boundary of the K-10 and Farmer's Turnpike Plan. The plan was revised with CPA-14-00005 to recommend Office/Research uses on the Westar Baldwin Creek Substation and the subject property. The proposed use, a mini-storage facility, is a permitted use in this land use category and is one of the recommended uses listed in the plan.
- Based on the property's location within the unincorporated portion of the County, its close proximity to the Lawrence city limits, and the likelihood of annexation in the near future, this plat is being reviewed based on both County and City standards. (Figure 2) This will be discussed in further detail in the report

SUBDIVISION CITATIONS TO CONSIDER

- This application is being reviewed under the Subdivision Regulations for Lawrence and Unincorporated Douglas County, effective Jan 1, 2007.

ASSOCIATED CASES

- CUP-17-00092: Conditional Use Permit application for mini-storage use on the subject property. The Board of County Commissioners considered the CUP at their May 17, 2017 meeting and voted unanimously to approve the CUP application subject to the conditions listed in the staff report.
- PP-17-00093 Preliminary Plat for 902 Storage Addition, approved by the Planning Commission on April 24, 2017 subject to conditions of approval. These conditions of approval have been met.
- CPA-14-00005; the Comprehensive Plan Amendment to revise the *K-10 and Farmer's Turnpike Plan* to recommend Office/Research uses, which includes the proposed mini-storage use. This amendment was approved with Joint Ordinance No. 9220/Resolution No. 16-09 by the City Commission on April 19, 2016 and by the County Commission on April 20, 2016.
- A-14-00161 and A-14-00163, Annexation requests for the subject property and nearby properties, total of approximately 115 acres. These annexation requests were deferred from the Planning Commission's January 25, 2016 agenda.
- Z-15-00602, Z-15-00603, Z-156-00617, Z-15-00618, Z-15-00619, Rezoning requests for property within the annexation request. These rezoning requests were also deferred from the Planning Commission January 25, 2016 agenda.

OTHER ACTION REQUIRED

- County Commission acceptance of dedication of right-of-way as shown on the final plat.
- Recordation of final plat at the Douglas County Register of Deeds.
- A Building Permit must be obtained from the Zoning and Codes Office prior to development.

PLANNING DIRECTOR CERTIFICATION (Section 20-809(m))

The final plat conforms to the content requirements of Section 20-809 of the Subdivision Regulations and is consistent with the Preliminary Plat (PP-17-00093) approved by the Planning Commission. The Planning Director hereby approves the final plat and certifies that the final plat:

- (i). Conforms to the Preliminary Plat previously approved by the Planning Commission. The Final Plat is in conformance with the Preliminary Plat previously approved by the Planning Commission.
- (ii). Satisfies any conditions of approval imposed by the Planning Commission. Most of the conditions of approval placed on the Preliminary Plat were met with revisions to the Preliminary Plat. Conditions that were applied to the Final Plat include the following:
 - the execution and recordation of Annexation Agreement and Consent to Annexation
 - execution and recordation of an Access Restriction Agreement.

These agreements will be executed and recorded prior to the recording of the Final Plat. The recording information, Book and Page number, will be noted on the Final Plat.
- (iii). Includes the same dedications, subject to only minor technical adjustments. The final plat includes the same dedications approved by the Planning Commission.
- (iv). Represents a plat for which all required public improvements have been completed or for which adequate guarantee of improvements has been provided. The applicant is responsible for the cost of extending the Rural Water District line to serve the property and for improvements to E 902 Road. The water line extension is noted on the plat. The road improvements will be a condition of approval with the Conditional Use Permit.
- (v). Is otherwise consistent with the requirements of the Subdivision Regulations for a final plat. The final plat is consistent with all final plat requirements of the Subdivision Regulations.

STAFF REVIEW

Compliance with preliminary plat

The final plat is in conformance with the Preliminary Plat [PP-17-00093].

Access

The property is located at the north end of E 902 Road and will take access from E 902 Road. The County Engineer approved the access with the requirement that an Access Restriction Agreement be executed to limit access to one driveway for a total of 330 ft on E 902 Road, which is classified in the City Major Thoroughfares Map as a Future Collector. This results in an access restriction on the property immediately north of this final plat which is currently under the same ownership. As noted earlier, the project is being reviewed under both the County and City standards due to its location and inclusion in recent annexation and rezoning requests.

Easements and Rights-of-way

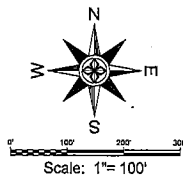
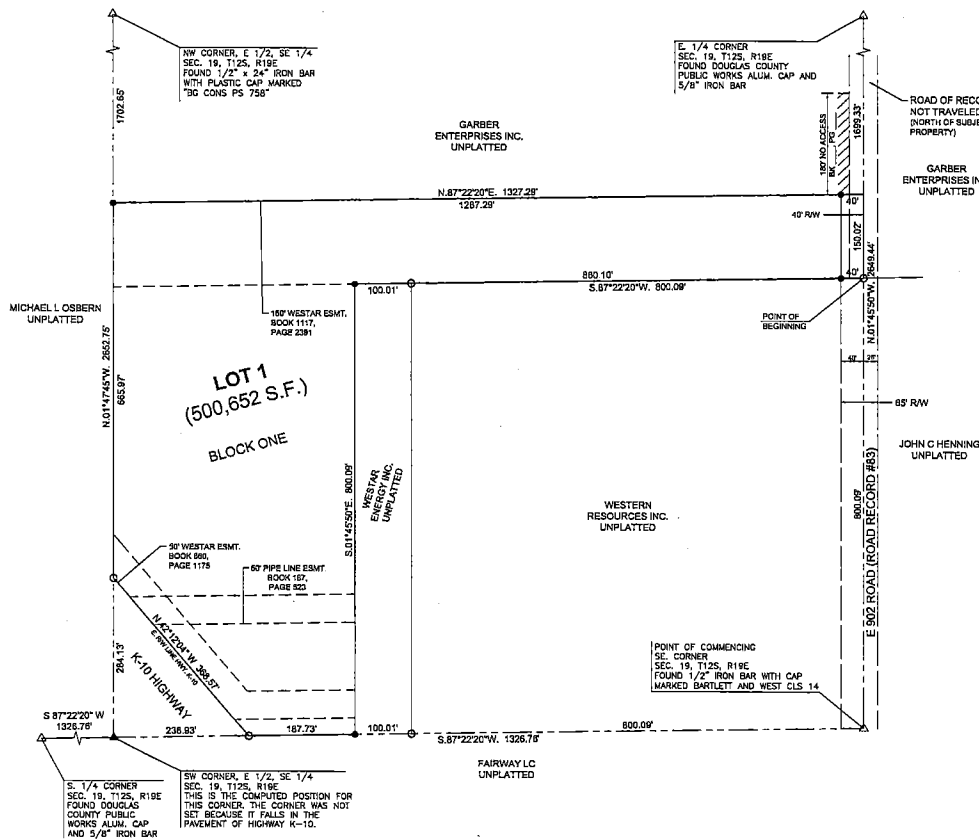
The proposed final plat includes the same easements and rights-of-way as were shown on the Preliminary Plat. The Westar and Southern Star easements have been recorded by separate instrument. 40 ft of right-of-way on the subject side of the centerline of E 902 road is being dedicated with this plat. The plat will be placed on the County Commission agenda for acceptance of dedication.

Utilities and Infrastructure

The applicant shall improve E 902 Road to Rock Chalk Drive to Kanwaka Township Standards per the approval of the Kanwaka Township Trustee with the development of the lot. This will be a condition of the Conditional Use Permit for the storage facility. The Rural Water District will extend a waterline under K10 Highway, at the applicant's expense, to service the lot. This is noted on the plat. The Rural Water District isn't capable of providing enough pressure for a fire hydrant; however, the Kanwaka Fire Department indicated the hydrant at Rock Chalk Drive would be adequate for filling their trucks in case of fire.

CONCLUSION

This final plat is consistent with the preliminary plat and planned development for the property.



LEGEND

- SET 1/2" x 24" IRON BAR WITH PLASTIC CAP MARKED "BO CONS PS 758"
- FOUND 1/2" IRON BAR WITH PLASTIC CAP MARKED "BO CONS PS 758"
- △ FOUND MONUMENT AS NOTED
- B. P. REFERS TO BOOK AND PAGE AT THE DOUGLAS COUNTY REGISTER OF DEEDS
- BEARING USED HEREON ARE ASSUMED BEARINGS

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 10 EAST OF THE 6TH P.M. DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 N.01°45'30"W. (BEING AN ASSUMED BEARING) 800.00 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF A TRACT CONVEYED TO WESTERN RESOURCES, INC. RECORDED IN BOOK 828 ON PAGE 1044 AT THE DOUGLAS COUNTY REGISTER OF DEEDS; THENCE ALONG THE NORTH LINE OF THE SAID WESTERN RESOURCES TRACT S.87°22'20"W. 800.00 FEET TO THE NORTHWEST CORNER OF THE SAID WESTAR ENERGY TRACT AND THE NORTHEAST CORNER OF A TRACT CONVEYED TO WESTAR ENERGY, INC. RECORDED IN BOOK 1117 ON PAGE 2388 AT THE DOUGLAS COUNTY REGISTER OF DEEDS; THENCE ALONG THE NORTH AND WEST LINES OF THE SAID WESTAR ENERGY TRACT THE FOLLOWING TWO COURSES: (1) S.87°22'20"W. 100.01 FEET TO THE NORTHWEST CORNER OF THE SAID WESTAR ENERGY TRACT; (2) S.01°45'30"E. 800.00 FEET TO THE SOUTHWEST CORNER OF THE SAID WESTAR ENERGY TRACT AND TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 S.87°22'20"W. 187.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF KANSAS HIGHWAY 10, SAID POINT BEING 328.83 FEET N.87°22'20"W. FROM THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 10 N.42°12'04"W. 368.57 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19, SAID POINT BEING 284.13 FEET N.01°47'43"W. FROM THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19 N.01°47'43"W. 685.87 FEET; THENCE N.87°22'20"E. 1327.22 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 S.01°45'30"E. 150.02 FEET TO THE POINT OF BEGINNING, CONTAINING 11.63 ACRES. THIS TRACT IS SUBJECT TO ROAD RIGHT-OF-WAYS OF RECORD, AS SHOWN HEREON.

GENERAL NOTES:

- THE BASIS OF BEARINGS FOR THIS PLAT IS THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 10 EAST (N.01°45'30"W.)
- ERROR OF CLOSURE FOR BOUNDARY = 1:868,809
- THE LOTS WILL BE PINNED PRIOR TO THE RECORDED OF THE FINAL PLAT AT THE REGISTER OF DEEDS OFFICE, PER SECTION 20-811(K).
- AN ANNEXATION AGREEMENT FOR THIS PARCEL WAS RECORDED IN BOOK ____ ON PAGE ____
- A CONSENT TO ANNEXATION FOR THIS PARCEL WAS RECORDED IN BOOK ____ ON PAGE ____
- RWD #1 WILL EXTEND A 2" WATER LINE UNDER K-10 HIGHWAY TO THIS PARCEL AT THE PROPERTY OWNER'S EXPENSE.

BENCHMARK

BM #0643 = CONCRETE WITH REBAR AND DOUGLAS COUNTY CAP LOCATED 2.5 MILES WEST OF I-5 HWY. 58 AND K-10 (INTERSECTION OF IOWA ST AND 23RD ST) AND 1/2 MILE NORTH ON WAKARUSA DR. THEN APPROXIMATELY 0.25 MILES WEST. ELEV. = 994.35

FLOODPLAIN DATA

THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOODPLAIN. RE: THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL INSURANCE ADMINISTRATION PUBLICATIONS: FLOOD INSURANCE RATE MAP, MAP NUMBER 2045C01502E, EFFECTIVE DATE SEPT. 2, 2015.

DEDICATION:

BE IT KNOWN TO ALL MEN THAT I (WE), THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE HAD CAUSE FOR THE SAME TO BE SURVEYED AND PLATED UNDER THE NAME OF "902 STORAGE" AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN AND FULLY DEFINED ON THIS PLAT. ALL STREETS, DRIVES, ROADS, ETC. SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED. AN EASEMENT IS HEREBY GRANTED TO DOUGLAS COUNTY AND PUBLIC UTILITY COMPANIES TO ENTER UPON, CONSTRUCT AND MAINTAIN UTILITIES UPON, OVER AND UNDER THOSE AREAS OUTLINED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E."

BY: MICHAEL L. GARBER, PRESIDENT
GARBER ENTERPRISES, INC.

ACKNOWLEDGEMENT:

(STATE OF KANSAS)
(COUNTY OF DOUGLAS) SS:

I, JESSICA HERMESHOF, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT MICHAEL L. GARBER, PRESIDENT, GARBER ENTERPRISES, INC., IS PERSONALLY KNOWN TO ME, TO BE THE SAME PERSON WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION AND DELIVERY OF THIS PLAT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____, 20____. MY COMMISSION EXPIRES APRIL 8, 2018.



NOTARY PUBLIC

ENDORSEMENTS:

ASSOCIATED PRELIMINARY PLAT APPROVED BY THE LAWRENCE-DOUGLAS COUNTY PLANNING COMMISSION, DOUGLAS COUNTY, KANSAS.

SCOTT MCCULLOUGH, PLANNING DIRECTOR, DATE ____ CLAY BRITTON, PLANNING COMMISSION CHAIR, DATE ____

RIGHTS-OF-WAY ACCEPTED BY COUNTY COMMISSION, DOUGLAS COUNTY, KANSAS

MIKE GAUGHAN, CHAIRMAN, DATE ____ JAMIE SHEW, COUNTY CLERK, DATE ____

FILING RECORD:

(STATE OF KANSAS)
(COUNTY OF DOUGLAS) SS:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS ON THIS ____ DAY OF ____, 2017, AND IS DULY RECORDED AT ____ AM/PM, IN PLAT BOOK ____ PAGE ____

KAT PENSEL, REGISTER OF DEEDS

SURVEYOR'S CERTIFICATE:

(STATE OF KANSAS)
(COUNTY OF DOUGLAS) SS:

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING, THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY SUPERVISION, THAT ALL SUBDIVISION REGULATIONS OF DOUGLAS COUNTY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT, THAT THIS SURVEY CONFORMS TO THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE FIELD WORK WAS COMPLETED JANUARY 2014.

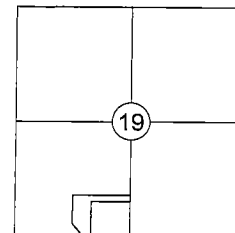
BY: ALBERT R. DEBALL, P.S., #758

80 CONSULTANTS, INC.
1408 WAKARUSA DRIVE
LAWRENCE, KANSAS 66049
(785) 749-4474



REVIEWED IN COMPLIANCE WITH K.S.A. 58-2023.

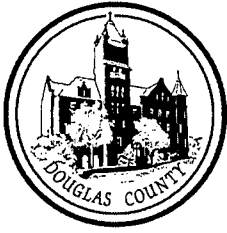
MICHAEL D. KELLY, P.S., #668, DATE ____ DOUGLAS COUNTY SURVEYOR



LOCATION MAP
Not to Scale

A FINAL PLAT OF 902 STORAGE

A SUBDIVISION IN DOUGLAS COUNTY, KANSAS
SE 1/4, SEC. 19-T12S-R19E



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 *ks*
Doug Stephens, Operations Division Manager

Date : May 25, 2017

Re : Communities Fisheries Assistance Program (CFAP)
Competitive Development Grant Application
Reconstruction of concrete fishing platform at LSL Community Building
Project #2018-18

We request permission to apply for a Communities Fisheries Assistance Program (CFAP) competitive grant through the Kansas Department of Wildlife, Parks and Tourism (KDWPT). This grant would be used to reconstruct the concrete fishing platform located on the north side of the Lone Star Lake Community Building. This concrete platform is used for mooring two fishing docks and can also be utilized by shore fishermen. The concrete fishing platform is sliding away from the retaining wall supporting the upper concrete deck on the north side of the LSL Community Building. This movement may threaten the stability of the retaining wall, and threatens our ability to keep fishing docks at this location. The platform needs to be reconstructed on deeper foundations. We would like to complete this work in 2018.

The competitive grant component of the CFAP provides cooperators the opportunity to compete for grants to develop facilities and amenities for anglers. These grants can be for up to \$40,000 KDWPT funding per project. Cooperators are required to provide a minimum of 25% of the project cost to be considered for the grant. The CFAP accepts applications for grants through June 1.

We currently estimate the total cost to reconstruct this platform is \$100,000. This amount includes engineering, specialty contracted services to construct drilled concrete piers to support the platform, and materials and equipment costs for in-house crews to complete construction. We will include the full \$100,000 for this 2018 project in the proposed 2017 CIP. We wish to apply for \$40,000 in CFAP grant funds, which would reduce the CIP funds required if our grant application is successful.

Action Required: Approval for Public Works to apply for a CFAP competitive grant in the amount of \$40,000 for reconstruction of the concrete fishing platform and dock mooring on the north side of the Lone Star Lake Community Building.