

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 15, 2017

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of acquisition of easements for construction project, Project No. 023 C-4857-01 / 2015-17 (Kevin Sontag)

REGULAR AGENDA

- (2) Consider approval of agreement to relocate RWD No. 4 water lines for Route 458 roadside safety improvements from E 1800 Rd to E 2000 Rd; DGCO Project No. 2015-17; KDOT Project No. 23 C-4857-01 (Keith Browning);
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (2) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position resigned**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

THURSDAY, NOVEMBER 16, 2017

9:00 a.m. –General Election Canvass

WEDNESDAY, NOVEMBER 22, 2017 - canceled

WEDNESDAY, NOVEMBER 29, 2017

6 p.m.

- Cereal Malt Beverage Notification (Clerk's)
- Jail Conversation (Gary Bunting)
- Consider approval of administrative structure of Community Corrections (Robert Bieniecki)

WEDNESDAY, DECEMBER 6, 2017

- Cereal Malt Beverage Resolution for license (Clerk's Office)

WEDNESDAY, DECEMBER 13, 2017

- Consent:
- Consideration of the 2018 Heritage Conservation Council's Natural & Cultural Grant Program Materials (Jan Shupert-Arick)

Regular

- Amend 2017 Budget (Cammy Owens)

WEDNESDAY, DECEMBER 20, 2017

WEDNESDAY, DECEMBER 27, 2017 - possibly light

WEDNESDAY, JANUARY 3, 2018

- Proclamation for Human Trafficking Awareness Month – Kristen Tebow

WEDNESDAY, JANUARY 10, 2018

WEDNESDAY, JANUARY 17, 2018

WEDNESDAY, JANUARY 24, 2018

WEDNESDAY, JANUARY 31, 2018

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 E. 25th Street
Lawrence, KS 66046
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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
Kevin R. Sontag, P.S., County Surveyor

Date : November 9, 2017

Re : Consent agenda
Acquisition of easements for construction project
Project No. 023 C-4857-01 / 2015-17

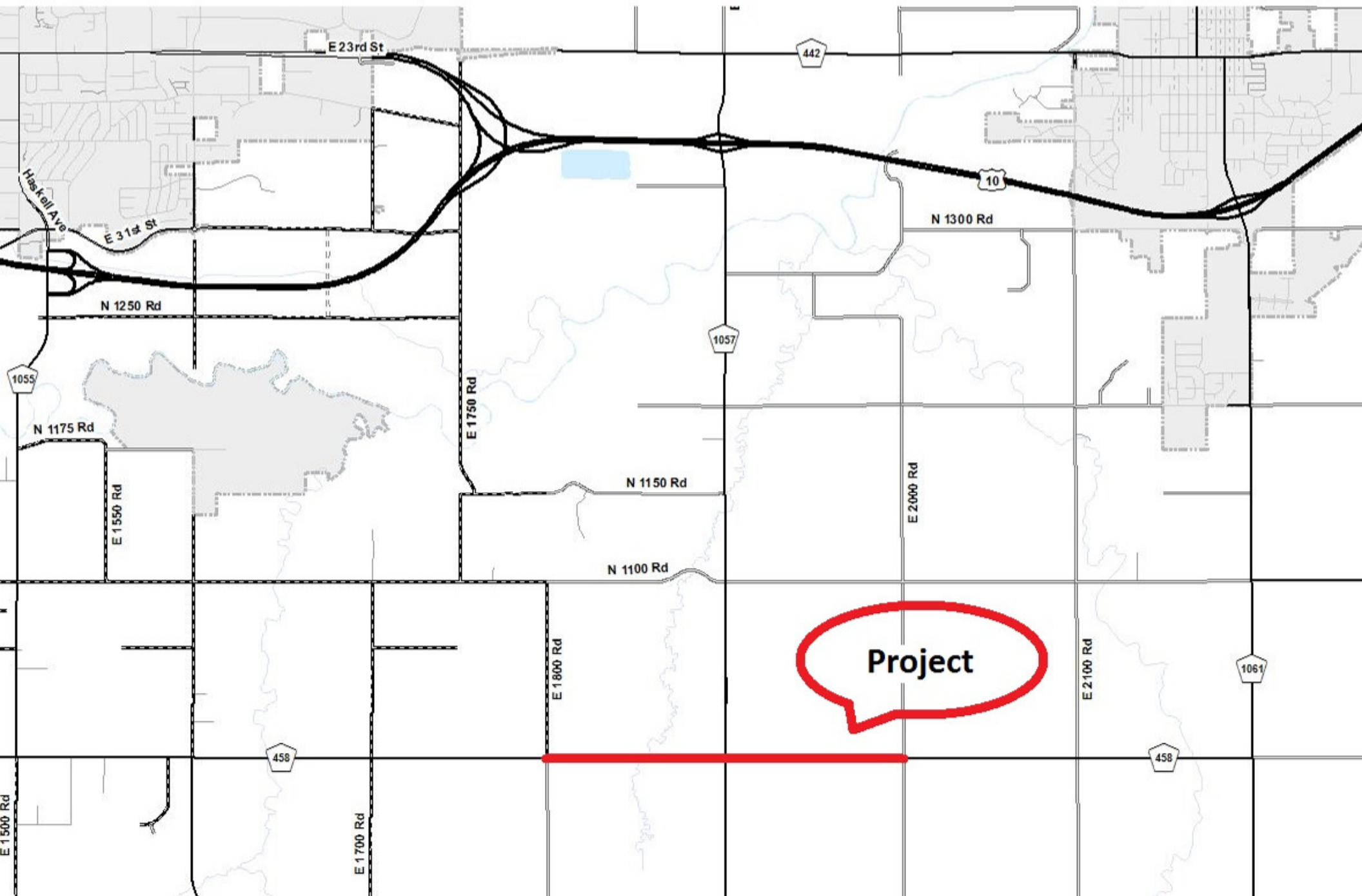
A project has been designed to replace drainage structures, to mill and overlay the road surface, and make roadside safety improvements on Route 458 from E 1800 Road to E 2000 Road. Plans were developed in-house and negotiations for permanent road easement and temporary construction easement, as well as reimbursement for fence removal and replacement, have been completed for all of the affected landowners.

Construction is planned for 2018 with a KDOT bid letting in March 2018.

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

ACTION REQUIRED: Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 023 C-4857-01 / 2015-17.

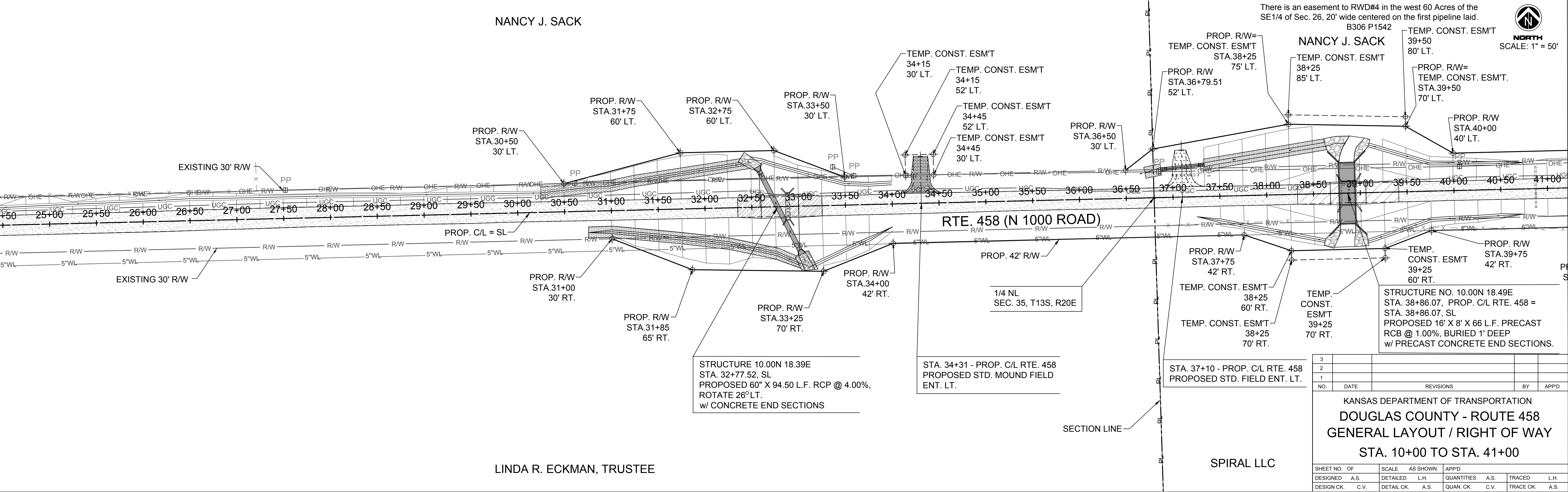
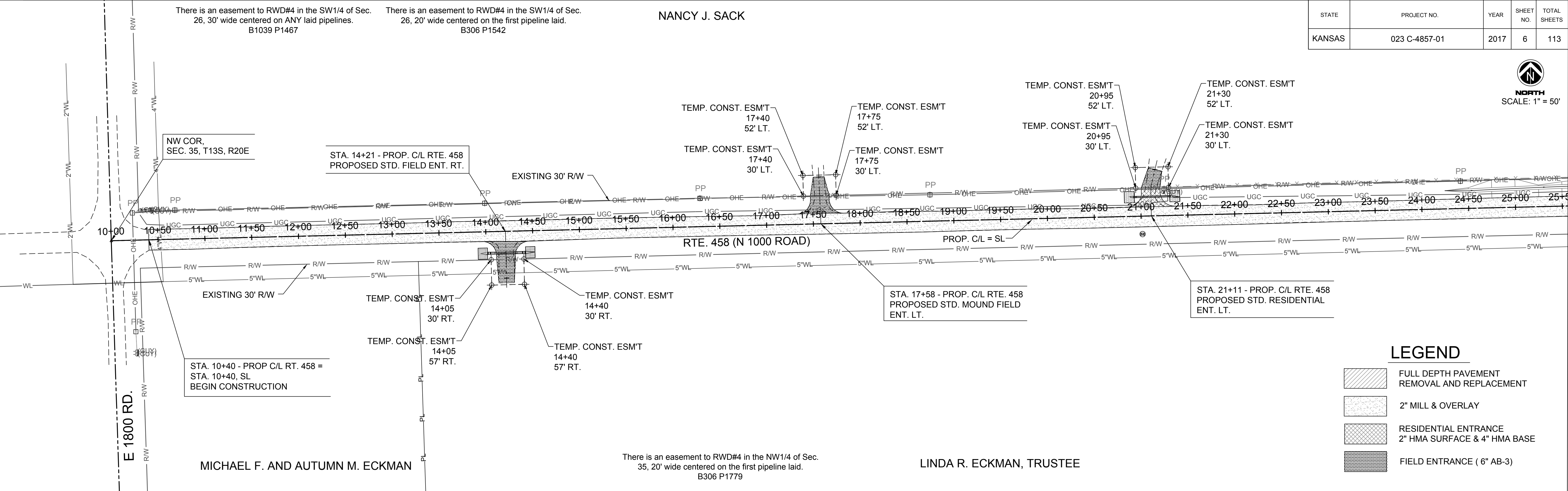
General Location Map for Project No. 023 C-4857-01 / 2015-17

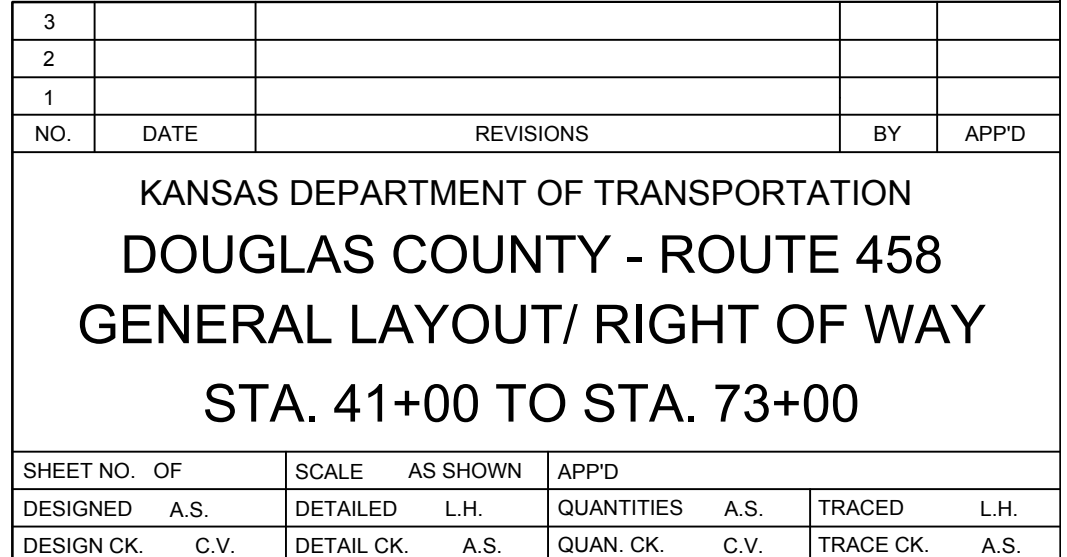
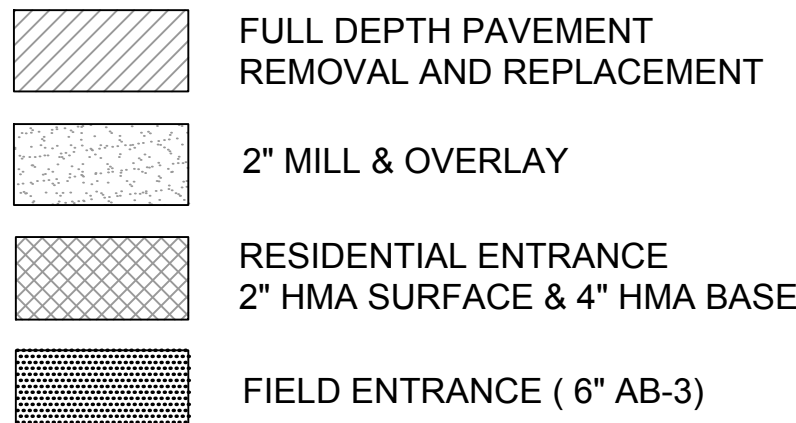


STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	023 C-4857-01	2017	6	113

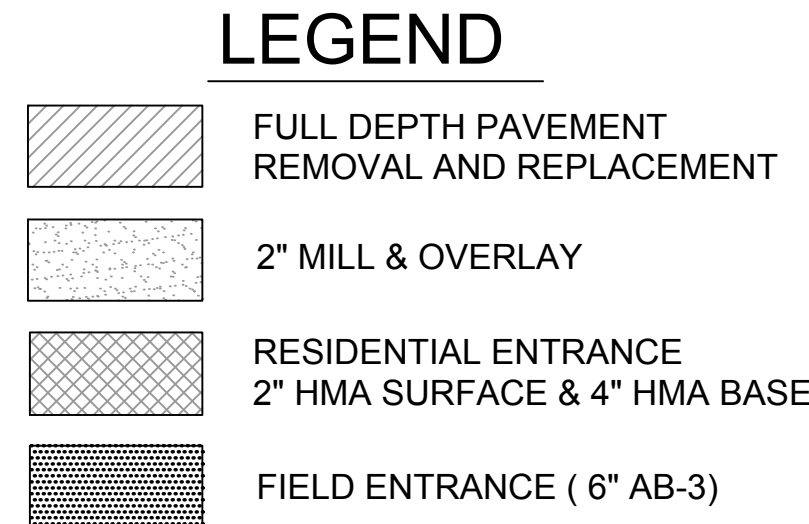


NORTH
SCALE: 1" = 50'





STA. 77+06 - PROP. C/L RTE. 458
CONSTRUCT STD. RESIDENTIAL
ENT. RT.



STRUCTURE NO. 10.00N 19.43E
STA. 88+86.97 - PROP. C/L RT. 458
STA. 88+86.97, SL
PROPOSED 66" X 68.50 L.F. RCP @ 1.00%,
w/ CONCRETE END SECTIONS.

PAT
THRASHER,
TRUSTEE

STA. 90+02 - PROP. C/L RTE. 458
PROPOSED STD. RESIDENTIAL
ENT. RT.

STA. 93+00 - PROP. C/L RTE. 458
PROPOSED STD. MOUND RESIDENTIAL
ENT. RT.

There is an easement to RWD#4 in the east 65 Acres of the S1/2 of the SE1/4 of Sec. 25, 20' wide centered on the first pipeline laid.
B306 P1544

MICHAEL W. & WILLY D. SNOW

STA. 101+56 - PROP. C/L RTE. 458
CONSTRUCT STD. RESIDENTIAL
MOUND ENT. LT.

STA. 96+50.64 - PROP. C/L RTE. 458
PROPOSED STD. RESIDENTIAL
ENT. LT.

TEMP. CONST. ESM'T
96+75
55' LT.

PROP. R/W=
TEMP. CONST. ESM'T
96+75
40' LT.

(WYD)

PROP. R/W
STA.98+56.34
40' LT.

PROP. R/W
STA.98+56.31
30' LT.

TEMP. CONST. ESM'T-
101+25
75' LT.

TEMP. CONST. ESM'T
101+00
30' LT.

TEMP. CONST. ESM'T.
101+70
75' LT.

TEMP. CONST. ESM'T
102+00
30' LT.

EXISTING
PP

COMPTON FARMS LLC

KANSAS DEPARTMENT OF TRANSPORTATION
DOUGLAS COUNTY - ROUTE 458
GENERAL LAYOUT/ RIGHT OF WAY
STA. 73+00 TO STA. 105+00

3					
2					
1					
NO.	DATE	REVISIONS		BY	APPD
KANSAS DEPARTMENT OF TRANSPORTATION DOUGLAS COUNTY - ROUTE 458 GENERAL LAYOUT/ RIGHT OF WAY STA. 73+00 TO STA. 105+00					
SHEET NO. OF		SCALE	AS SHOWN	APPD	
DESIGNED	A.S.	DETAILED	L.H.	QUANTITIES	A.S.
DESIGN CK.	C.V.	DETAIL CK.	A.S.	QUAN. CK.	C.V.
				TRACED	L.H.
				TRACE CK.	A.S.


NORTH
SCALE: 1" = 50'

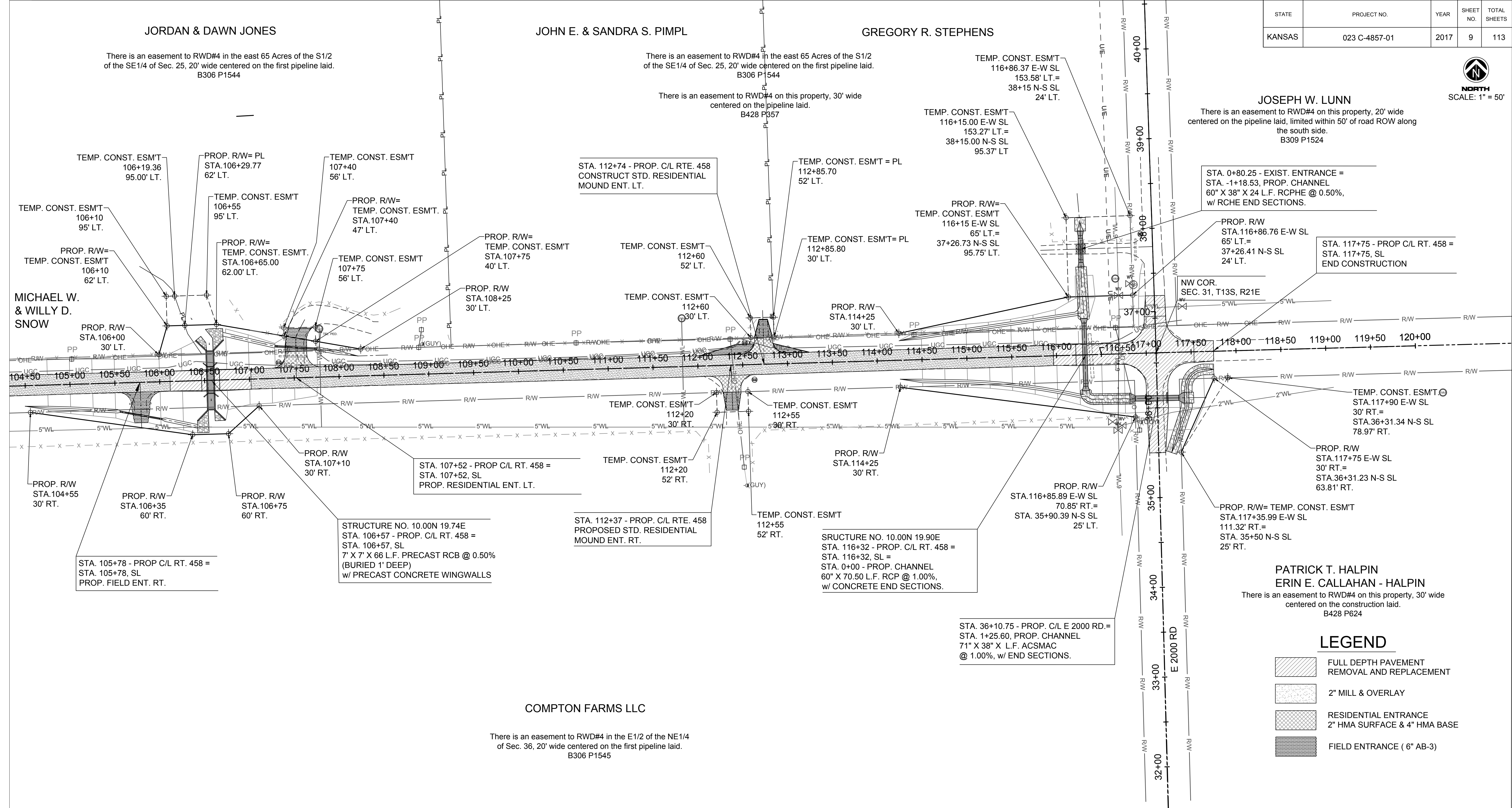
9/19/2017 9:50:39 AM, jamessmith

COMPTON FARMS LLC

There is an easement to RWD#4 in the W1/2 of the NE1/4
of Sec. 36, 20' wide centered on the first pipeline laid.
B306 P1699

TRICIA M. & JOSHUA C. GORDEN

VERNON HADL



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	023 C-4857-01	2017	9	113



NORTH
SCALE: 1" = 50'

JOSEPH W. LUNN

There is an easement to RWD#4 on this property, 20' wide centered on the pipeline laid, limited within 50' of road ROW along the south side.
B309 P1524

STA. 0+80.25 - EXIST. ENTRANCE = STA. -1+18.53, PROP. CHANNEL 60" X 38" X 24 L.F. RCPHE @ 0.50%, w/ RCHE END SECTIONS.

PROP. R/W STA.116+86.76 E-W SL 65' LT.= 37+26.41 N-S SL 24' LT.

STA. 117+75 - PROP C/L RT. 458 = STA. 117+75, SL END CONSTRUCTION

NW COR. SEC. 31, T13S, R21E

TEMP. CONST. ESM'T STA.117+90 E-W SL 30' RT.= STA.36+31.34 N-S SL 78.97' RT.

PROP. R/W STA.117+75 E-W SL 30' RT.= STA.36+31.23 N-S SL 63.81' RT.

PROP. R/W= TEMP. CONST. ESM'T STA.117+35.99 E-W SL 111.32' RT.= STA. 35+50 N-S SL 25' RT.

PATRICK T. HALPIN

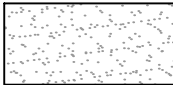
ERIN E. CALLAHAN - HALPIN

There is an easement to RWD#4 on this property, 30' wide centered on the construction laid.
B428 P624

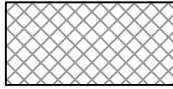
LEGEND



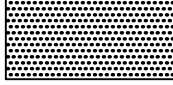
FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT



2" MILL & OVERLAY

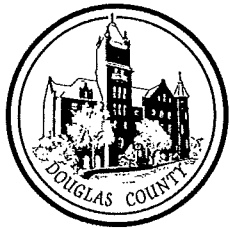


RESIDENTIAL ENTRANCE 2" HMA SURFACE & 4" HMA BASE



FIELD ENTRANCE (6" AB-3)

3								
2								
1								
NO.	DATE	REVISIONS					BY	APP'D
KANSAS DEPARTMENT OF TRANSPORTATION DOUGLAS COUNTY - ROUTE 458 GENERAL LAYOUT/ RIGHT OF WAY STA. 105+00 TO STA. 117+75								
SHEET NO. OF		SCALE AS SHOWN		APP'D				
DESIGNED	A.S.	DETAILED	L.H.	QUANTITIES	A.S.	TRACED	L.H.	
DESIGN CK.	C.V.	DETAIL CK.	A.S.	QUAN. CK.	C.V.	TRACE CK.	A.S.	



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

MEMORANDUM

To : Board of County Commissioners

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

Date : November 9, 2017

Re : Consider approval of agreement to relocate RWD No. 4 water lines
Route 458 roadside safety improvements from E 1800 Rd to E 2000 Rd
DGCO Project No. 2015-17
KDOT Project No. 23 C-4857-01

The CIP includes a project for roadside safety improvements on Route 458 from E 1800 Road to E 2000 Road. This project was approved for High Risk Rural Roads (HRRR) federal funding through KDOT. The HRRR project entails replacing nine narrow culverts, flattening roadside slopes near those culverts, reconstructing entrances to flatten slopes and replace entrance pipes, and tree removal within the right-of-way. In addition, the project would rehabilitate the pavement throughout the two mile project length. The pavement rehabilitation costs are not eligible for federal HRRR funding.

This project requires extensive Rural Water District No. 4 (RWD4) waterline relocations. Their estimated costs to relocate lines in seven areas of conflict was \$324,494, while their estimate to relocate the lines throughout 1.62 miles of the two mile long project was \$330,014. Both estimates include construction, engineering, construction staking and inspection, plus a 20% construction contingency. Please note neither estimate includes any costs for acquisition of RWD4 easements, if needed. The cost for the piecemeal relocation is similar to the cost for the 1.62 miles of relocation due to additional fittings, straddle blocks, and connections involved for the piecemeal relocation. While both estimates include the same estimated engineering cost, RWD4 indicated that actual engineering costs for the piecemeal relocation would be significantly higher than for the full relocation. These higher engineering costs would likely make the full relocation less expensive than the piecemeal relocation.

The CIP includes \$950,000 for this project. A current estimated cost breakdown is as follows:

Item	Estimated Cost
Construction*	\$527,846.00
Right-of-way acquisition**	\$ 30,900.00
Utility relocations	\$330,014.00
Dust Control	\$ 25,000.00
Total	\$913,760.00

**Construction costs include 10% match for HRRR eligible pay items plus 100% of non-participating pavement rehabilitation costs.*

***Actual right-of-way acquisition costs shown.*

Attached for BOCC consideration is a Utility Relocation Agreement between Rural Water District No. 4 and Douglas County. The agreement stipulates Douglas County will be responsible for all actual costs for the full waterline relocations. It is hoped the RWD4 board will have signed two original copies of the agreement before the November 15, 2017 BOCC meeting. If the agreement has not been signed by RWD4 before the BOCC meeting, the BOCC should consider approval of the agreement in concept and wait to sign the agreement until it has been signed by RWD4.

Action Required: Consider approval of a Utility Relocation Agreement with Rural Water District No. 4 for waterline relocations associated with Project No. 2015-17, roadside safety improvements and pavement rehabilitation on Route 458 from E 1800 Road to E 2000 Road.

KDOT Project No. 23 C-4857-01
DGCO Project No. 2015-17
Route 458—E 1800 to E 2000
Douglas County, Kansas

UTILITY RELOCATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between Rural Water District No. 4, Douglas County, Kansas (the "Water District"), and Douglas County, Kansas, by and through the Board of County Commissioners of Douglas County, Kansas (the "County").

WHEREAS, Douglas County has programmed a road improvement project (the "Project") to improve Route 458 from E 1800 Road to E 2000 Road, generally consisting of the following:

Roadside safety improvements including culvert replacements, flattening roadside slopes, and tree removal, as well as pavement rehabilitation.

WHEREAS, construction of the Project will affect certain water pipelines that the Water District currently owns and maintains within a private easement.

WHEREAS, the County has requested the Water District relocate its water lines where necessary for the Project ("Old Lines") at the County's expense for like kind replacement.

WHEREAS, the Water District intends to replace the Old Lines with new water lines ("New Lines") a portion of which will be located outside the newly acquired County right-of-way and a portion of which will be located inside the newly acquired County right-of-way.

WHEREAS, the parties have agreed to share the costs of the New Lines as set forth in this Agreement.

NOW, THEREFORE, BE IT AGREED:

1. The Water District shall construct the New Lines as determined necessary to accommodate the Project by its engineers based on review of the Project drawings prepared by the County and provided to the Water District and in compliance with the current Douglas County Utility Installation Standards (UIS). The UIS is attached hereto and is incorporated by reference into this Agreement. The Water District shall construct the New Lines in accordance with the plans and specifications developed by the Water District and approved by the County with respect to the location of the new Lines on the existing and newly acquired highway right-of-way. Exhibit A contains the general mutually desired location of the New Lines and is attached to and incorporated into this Agreement.

2. The County agrees to reimburse the Water District 100% of the actual costs to construct the New Lines for like kind replacement. The "actual costs to construct the

New Lines for like kind replacement” includes the Water District’s actual costs, including acquisition payments to landowners or other third parties wherever the New Lines may actually be placed, appraisers fees, reasonable attorney fees, publication costs and other administrative and court costs in connection with securing through voluntary private efforts or through eminent domain procedure pursuant to K.S.A. 26-501 *et seq.*, easements or rights of way for placement of the New Lines. Prior to securing any required easements, the Water District will provide to the County a cost estimate for anticipated easement acquisition costs for County approval. If the actual costs of securing easements exceed 110% of the estimated costs provided to the County, the Water District will notify the County of the difference as reasonably soon as such increase in actual costs or change in scope is identified.

3. The County acknowledges and agrees that the Estimated County Share based on the above Cost Share Ratio of 100% is \$330,014.00, based upon the Water District Engineer’s Estimate of Probable Cost for the Water District dated September 14, 2017, including any engineering and administrative costs, but not including any costs for acquisition of easements. The September 14, 2017 cost estimate is attached to and incorporated into this Agreement. In addition to the said cost, the County also shall be responsible for all actual costs for acquisition of easements or rights of way for the New Lines as actually placed, as described in Section 2, above, along and/or under North 1000 Road between East 1800 Road and a point 300 feet east of East 2000 Road.

4. The parties agree that, as a part of the like kind replacement called for herein, at the direction of the Water District, all 5-inch mains will be replaced with 6-inch mains, with the County paying 100% of the Cost Ratio, as set forth in Section 3, above. To the extent the Water District, after the dates of the submission of final plans and specifications referenced in Section 6, below, and the execution of this Agreement, requests any additional upsizing of any main, the Water District agrees to and shall be responsible for all costs and expenses incurred in connection with the said New Line not reimbursable by the County under this Agreement, including upsizing any replacement main or replacing any additional main not caused or made necessary by the Project. The County shall not be obligated to reimburse the Water District for any costs for Water District employee labor costs (other than those directly attributable to construction inspection/observation), operating overhead cost, interest, or costs of debt service. The County shall reimburse the Water District for the costs incurred by the Water District under paragraphs 2. and 3. above not later than 45 days following submittal by the Water District to the County of a written accounting/invoice for actual costs incurred by the Water District for the relocation project.

5. Upon execution of this Agreement the Water District shall commence work as soon as reasonably possible. The Water District agrees to make all reasonable efforts to take its Old Lines, where replaced under this Agreement, out of service by February 11, 2018.

6. The Water District agrees to submit to the County detailed plans, specifications and written easement descriptions for the New Line and shall obtain a no-fee Utility Permit. The Water District agrees to notify the County prior to the installation of the New Line. Changes in the original scope of work or additional adjustments not included

in the final plans and specifications shall be submitted on a supplemental agreement (or change order) and approved by the County before the Water District makes such changes or adjustments.

7. The Water District shall account to the County for all of its costs, including securing new easements and engineering, in constructing and connecting the relocated and replaced water mains and appurtenances that are being relocated as part of this Agreement. The County and any authorized agent of the County shall have access at all reasonable times to Water District records relating to the amounts the County is requested to reimburse the Water District pursuant to this Agreement. If at any time Water District determines that the actual relocation project costs to be reimbursed by the County are more than 5% 10% greater than the cost estimated to the County, or the scope of the work significantly changes, the Water District will notify the County of the difference as reasonably soon as such increase in actual costs or change in scope is identified.

8. The County may, in the future, request the Water District to relocate the New Lines to an area that will not conflict with any future road improvements to be constructed by the County. In such event, the parties acknowledge the Water District shall be responsible for costs of relocating the New Lines within then existing County road right-of-way. Notwithstanding the foregoing and notwithstanding the location of the County road right-of-way, the County shall be responsible for the costs of relocating any line within any Water District easement not situated over or within ~~then-current~~ the road right-of-way existing when the Water District easement was created, that the County requests the Water District to relocate.

9. The Water District shall maintain and pay all expenses necessary to maintain the Water District's facilities located within the right-of-way of the Project. With respect to the said facilities, the Water District shall take necessary and reasonable safety measures to protect the traveling public. The Water District will not interfere with or damage any existing facilities, either above or below ground, in the County road right-of-way.

If the Water District's maintenance obligation requires work within the road right-of-way, the Water District shall first obtain a written work permit from Douglas County. This permit shall contain reasonable regulations relating to such maintenance.

The Water District may open and disturb the surface of the road right-of-way without a work permit if a line ruptures, or if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. As soon as possible, but not later than the next business day, upon discovering the emergency, the Water District shall notify the County Engineer or designee. The County Engineer may require a permit for any completed or ongoing work.

10. The Water District agrees to hold the County and their authorized representatives harmless from and indemnify the County for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Water District's failure to comply with its contract obligations under this Agreement, resulting from the Water District's negligent acts, errors, or omissions in relocating its facilities, or all of the above. The Water

District shall have no obligation to hold the County or their authorized representatives harmless from and indemnify these persons for the County's or their representatives' own negligence.

11. The County agrees to hold the Water District and their authorized representatives harmless from and indemnify the Water District for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the County's failure to comply with its contract obligations under this Agreement. The County's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The County shall have no obligation to hold the Water District or their authorized representatives harmless from and indemnify these persons for the Water District's or their representatives' own negligence.

12. Kansas law governs this Agreement.

13. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

14. Except as provided in Section 15, this Agreement may not be assigned or transferred by any party without the written consent of the others.

15. In the event of any occurrence rendering the County or the Water District incapable of performing under this Agreement, any successor of the County or the District, whether the result of legal process, assignment, or otherwise, will succeed to the rights and obligations of the County and the District, respectively, hereunder.

16. In the event any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provision hereof.

17. No provision of this Agreement may be modified, altered or amended by the individual action of each party. All such modifications, alterations or amendments must be agreed to in writing by all parties.

18. The provisions found in Douglas County Contractual Provisions Attachment, which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.

20. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on
this _____ day of _____, 2017.

**RURAL WATER DISTRICT NO. 4,
DOUGLAS COUNTY, KANSAS:**

By: _____

Printed Name: _____

Title: _____

Date: _____

**BOARD OF COUNTY
COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS:**

By: _____
Mike Gaughan, Chair

Date: _____

ATTEST:

By: _____
Jameson D. Shew, Douglas County Clerk

PRELIMINARY OPINION OF PROBABLE PROJECT COST

Douglas County Rural Water District No. 4

Like Kind Replacement

Relocations Combined Sta 31+00 to Sta 116+50 (E 2000 Road)

and

Sta 116+50 Crossing of 458 at E 2000 Road

14-Sep-17

No.	Description	Quantity/Unit	Price/Unit	Total
1	6" PVC Pipe	7,300 LF @	10.00 /LF	73,000.00
2	6" RJ PVC Pipe	1,540 LF @	15.00 /LF	23,100.00
3	6" Ductile Iron Pipe	120 LF @	50.00 /LF	6,000.00
4	2" PVC Pipe	120 LF @	6.00 /LF	720.00
5	2" RJ PVC Pipe	100 LF @	10.00 /LF	1,000.00
6	12" Dia Steel Casing Pipe Bored	210 LF @	100.00 /LF	21,000.00
7	4" Dia Steel Casing Pipe Bored	60 LF @	50.00 /LF	3,000.00
8	Uncased Bore for 6" Pipe	1,250 LF @	40.00 /LF	50,000.00
9	6" GV	5 EA @	900.00 /EA	4,500.00
10	2" GV	1 EA @	500.00 /EA	500.00
11	Fittings	1,660 LBS @	5.00 /LB	8,300.00
12	6" Straddle Block	6 EA @	500.00 /EA	3,000.00
13	Connection 6" Main Sta 31+00	1 EA @	3,500.00 /EA	3,500.00
14	Connection 4" Main E 1900 Road	1 EA @	1,000.00 /EA	1,000.00
15	Connection 1.5" Main E 1900 Road	1 EA @	500.00 /EA	500.00
16	Connection 6" Main E 2000 Rd. South	1 EA @	3,500.00 /EA	3,500.00
17	Connection 6" Main E 2000 Rd. North	1 EA @	3,500.00 /EA	3,500.00
18	Connection 5" Main E 2000 Rd. East	1 EA @	3,500.00 /EA	3,500.00
19	Connection 2" Main E 2000 Rd. East	1 EA @	1,500.00 /EA	1,500.00
20	Service Reconnection	13 EA @	500.00 /EA	6,500.00
21	Seeding	7,600 LF @	1.00 /LF	7,600.00
Total Probable Construction Cost				\$ 225,220.00
Construction Contingency (20%)				45,044.00
Subtotal				\$ 270,264.00
Engineering				\$ 29,000.00
Construction Staking				9,000.00
Inspection				21,750.00
Easements				TBD
Subtotal				\$ 59,750.00
Total				\$ 330,014.00

py PONZER-YOUNGQUIST
Engineers & Surveyors