

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

### **WEDNESDAY, JANUARY 3, 2018**

6:00 p.m.

-Proclamation for Human Trafficking Awareness Month – Kristen Tebow

#### **CONSENT AGENDA:**

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of a County Resolution repealing the JEDC Board based upon the City of Lawrence action; (Weinaug);
- (c) Consider approval of Cereal Malt Beverage License for Clinton Store signed on December 21, 2017 (Clerk's Office);
- (d) Consider approval of Cereal Malt Beverage license for Poor Farm Restaurant signed on December 21, 2017 (Clerk's Office); and
- (e) Review and Approve the Juvenile Justice Reinvestment and Regional Collaboration Grants Conditions of Grant Agreement between Douglas County Kansas and Kansas Department of Corrections-Juvenile Services. (Pam Weigand).

#### **REGULAR AGENDA**

- (2) Consider options for Project No. 2016-18, Route 1055 improvements at the N 700 curve west of Vinland (Keith Browning)
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (1) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position**
- (f) **Senior Services Board of Directors (3) positions**
- (g) **Eudora Township Treasurer position**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

6:30 P.M.

-Farm Bureau Dinner at Maceli's. Two or more Commissioners may attend.

### **WEDNESDAY, JANUARY 10, 2018**

-Consider renewal of the Jail's mental health services contract with Bert Nash (Gary Bunting)

### **WEDNESDAY, JANUARY 17, 2018**

### **WEDNESDAY, JANUARY 24, 2018**

### **WEDNESDAY, JANUARY 31, 2018**

-Food Policy Council Annual Report (Helen Schnoes)

### **WEDNESDAY, FEBRUARY 7, 2018**

**-TA-16-00510:** Consider a Text Amendment to Chapter 12 of the County Code, *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add 'Landfills' to the enumerated list of Conditional Uses, provide a definition, and establish standards for the use. *Initiated by County*

Commission on 11/30/16. Mary Miller is the Planner.  
-Code update for Solid Waste Management Chapter 10.

**WENDESDAY, FEBRUARY 14, 2018**

Report from executive director of Peaslee Center (Kevin Kelley)

**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.*

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RESCINDING AND REPEALING RESOLUTION 12-34  
RELATING TO THE JOINT ECONOMIC DEVELOPMENT COUNCIL (JEDC)

WHEREAS, on August 22, 2012, the Board of County Commissioners of Douglas County, Kansas (the "Board") considered and approved Resolution 12-34 which was a joint action with the City of Lawrence ("City") creating the Joint Economic Development Council ("JEDC"); and

WHEREAS, the City has moved the responsibilities of the JEDC to the City's Public Incentive Review Committee ("PIRC") on which the County has a representative; and

WHEREAS, the Board desires to concur with the action of the City of moving the responsibilities of the JEDC to PIRC and disband the JEDC by rescinding Resolution 12-34.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, AS FOLLOWS:

1. Resolution 12-34 is hereby rescinded and the JEDC is disbanded.
2. This Resolution shall become effective upon its adoption by the Board.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Douglas County, Kansas**

\_\_\_\_\_  
Mike Gaughan, Chairman

\_\_\_\_\_  
Nancy Thellman, Commissioner

\_\_\_\_\_  
Michele Derusseau, Commissioner

ATTEST:

\_\_\_\_\_  
Jamie Shew, County Clerk

**RESOLUTION 17-40**

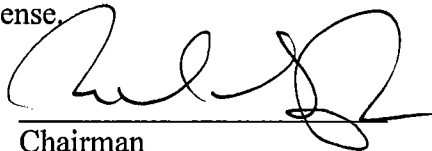
**WHEREAS**, on the **20<sup>th</sup> Day December 2017**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of Clinton Store for a cereal malt beverage license came up for considerations by the above board and

**WHEREAS**, the Board does find that said Clinton Store is qualified under the law to sell cereal malt beverages not for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

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

**NOW THEREFORE, BE IT RESOLVED** that the applicant, **The Clinton Store** granted a license to sell cereal malt beverage not for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

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

  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

**DEALER'S 2018 LICENSE**

**TO ALL WHOM IT MAY CONCERN:**

License is hereby granted to: **The Clinton Store**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED  
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)  
598 N 1190 Rd, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County,  
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the  
board of County Commissioners.

This License will expire 12:00 midnight December 31, 2018 unless sooner revoked, is not transferable, nor will any  
refund be allowed thereon.

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

This 20<sup>th</sup> Day of December, 2017

Attest

County Clerk

Chairman



RESOLUTION 17-41

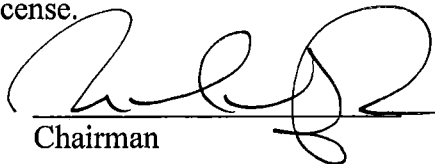
**WHEREAS**, on the 20<sup>th</sup> day of December 2017, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Poor Farm Restaurant** for a cereal malt beverage license came up for considerations by the above board and

**WHEREAS**, the Board does find that said **Poor Farm Restaurant** is qualified under the law to sell cereal malt beverages for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

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

**NOW THEREFORE, BE IT RESOLVED** that the applicant, **Poor Farm Restaurant** granted a license to sell cereal malt beverage for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

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

  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2018 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **POOR FARM RESTAURANT**

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

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

**598 N 1190 RD, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.**

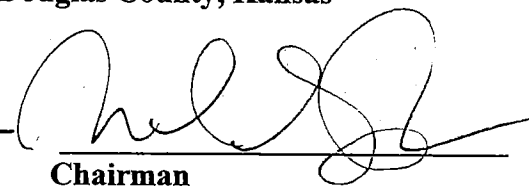
**This License will expire 12:00 midnight December 31, 2018 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.**

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

**This 20<sup>th</sup> Day of December, 2017**

Attest.

  
County Clerk

  
Chairman



# AGREEMENT CONDITIONS OF GRANT

## Juvenile Justice Reinvestment and Regional Collaboration Grants

A grant is hereby awarded, commencing on the 20<sup>th</sup> day of December 2017, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as “KDOC-JS,” to the **Douglas County Board of County Commissioners**, hereinafter referred to as “GRANTEE.” This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2018. Acceptance of reinvestment grant funds indicates GRANTEE’S acknowledgement of, and intent to comply with, all the conditions outlined below.

### I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE’S reinvestment grant application.
- B. Allocate expenditures only for activities, events, or conferences that occur within the grant award period.
- C. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC-JS Financial Rules, Guidelines and Reporting Instructions, <http://www.doc.ks.gov/publications/juvenile/financial-rules>
- D. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the reinvestment grant funds.
- E. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- F. Expend KDOC-JS funds in accordance with GRANTEE’S Reinvestment Grant or Regional Collaboration Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- H. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- I. Follow all applicable state and federal laws related to confidentiality of information regarding juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- J. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- K. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, worker’s compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- L. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- M. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- N. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.

- O. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a) (15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- P. Provide services to applicable juvenile offenders residing or adjudicated in GRANTEE's Judicial District. GRANTEE may serve juvenile offenders residing or adjudicated outside of their Judicial District if it is part of the Regional Collaboration Grant.
- Q. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- R. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- S. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- T. Attend all applicable training sponsored by KDOC-JS.
- U. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Agency Supervision Standards, the Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

## **II. JUVENILE SERVICES AGREES TO:**

- A. Provide oversight necessary to support the Juvenile Justice Reform Act and the Reinvestment and Regional Collaboration Grants.
- B. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Department of Corrections, Juvenile Services, to GRANTEE or its designees.
- C. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.

- D. Conduct audits and reviews of GRANTEE to determine their level of compliance with the KDOC-JS Financial Rules and Guidelines and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- E. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

**APPROVED BY: Chairperson, Board of County Commissioners**

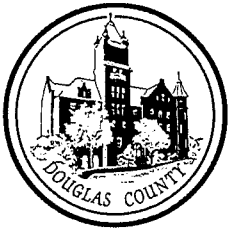
Name: \_\_\_\_\_  
(Please Print First Name, MI, and Last Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY: Kansas Department of Corrections, Juvenile Services**

Name: Joe Norwood, Secretary

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25<sup>th</sup> 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

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### MEMORANDUM

To : Board of County Commissioners

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

Date : December 20, 2017

Re : Consider options for Route 1055 improvements  
Route 1055 from E 1650 Road to E 1700 Road at Vinland  
Project No. 2016-18

The CIP includes a 2019 project to improve a portion of Route 1055 from the north leg of the E 1650 Road/N 700 Road curve to E 1700 Road at Vinland. This section of Route 1055 includes two reinforced concrete (RC) rigid frame box bridges and one large RC rigid frame culvert. A major impetus for this project is to replace the two bridges. Both were built in 1960, and have significant concrete deterioration at the inlets and outlets. Both are rated "fair" in the latest bridge inspections. Both have channel stability issues with the north bridge requiring significant scour repairs in the last few years. Both bridges and the culvert are narrow with significant drop-offs near the edge of road.

There have been several options discussed in the past and explored for this section of Route 1055. Options have included:

1. Reconstruct the E 1650 Road/N 700 Road curve to a 55-mph curve, and construct a 55-mph curve at the N 700 Road/E 1700 Road intersection at Vinland
2. Reconstruct the E 1650 Road/N 700 Road curve to a 45-mph design speed; Construct a similar curve at the N 700 Road/E 1700 Road intersection
3. Reconstruct the E 1650 Road/N 700 Road curve to one of the above listed options, and construct an eastbound right turn lane at the N 700 Road/E 1700 Road intersection
4. Construct a roundabout at the N 700 Road/E 1700 Road intersection at Vinland along with one of the curve improvement options listed above for the E 1650 Road/N 700 Road curve
5. Rehabilitate the existing E 1650 Road/N 700 Road 40-mph curve to re-establish the super-elevated cross section, add paved shoulders and flatten roadside slopes, and construct an eastbound right turn lane at the N 700 Road/E 1700 Road intersection

All of the above options include constructing paved shoulders and flattening roadside slopes along the N 700 Road alignment of Route 1055 between E 1650 Road and E 1700 Road.

In 2005, we prepared a preliminary study for safety improvements on Route 1055 from Vinland to Route 458. At that time, Options 1 and 5 were presented and discussed. It was generally concluded at the time that Option 1 would be pursued in a future project.

Option 1 would require acquiring a residence and other outbuildings on the inside of the E 1650/N 700 curve. Another drawback to Option 1 is that Route 460 (N 700 Road) would intersect Route 1055 near the center of a super-elevated curve. This can pose problems during icy weather.

Option 4 was investigated since three of four legs at the N 700/E 1700 intersection are county routes with higher traffic. However, there is no significant accident history at this location that a roundabout would fix. A roundabout is expensive, and in my opinion is not justified at this location.

Option 2 would not require taking the house on the inside of the E 1650/N 700 curve, but it would significantly impact the property and require acquisition of substantial additional right-of-way and existing outbuildings would be in the 150' setback from the proposed right-of-way. It is felt this option would have a low benefit/cost ratio.

Option 3 has the same concerns as for Options 1 & 2 regarding the acquisition of property on the inside of the E 1650/N 700 curve.

It is recommended to pursue Option 5. This option has the least impact on existing properties. While the existing 40-mph curve at E 1650/N 700 is less than desirable for a major county route, there is not a significant accident history at this location. The addition of paved shoulders and flatter roadside slopes will reduce the frequency and severity of accidents. An eastbound right turn lane on N700 Road approaching E 1700 Road will improve safety at this intersection without substantial cost.

Since Option 1 was previously discussed and generally agreed upon in 2005, I want BOCC concurrence on reducing the scope of this project.

Action Required: Hear any public comments and provide direction on the scope of Project No. 2016-18, Route 1055 improvements from the curve at E 1650 Road/N 700 Road to the N 700 Road/E 1700 Road intersection at Vinland.