

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MARCH 14, 2018

4:00 p.m.

CONSENT AGENDA:

- (1) (a) Consider approval of Commission Orders;
- (b) Consider Approval of a Proposed Vacation of a Portion of Permanent Road Record No. 19 (N1500 Rd.) (Kevin Sontag);
- (c) Consider approval of Supplemental Agreement No. 1, Supplement to Federal-Aid Bridge Inspection Master Agreement No. 169-14, Use of federal aid for Critical Feature Inspections (Keith Browning);
- (d) Consider approval of a Count resolution establishing a 45 mph speed limit on N 1100 Road from E 1400 Road to E 1500 Road (Keith Browning);
- (e) Authorize corrected final year-end transfer list for 2017 (Cammy Owens);
- (f) Consider approval of Hot Mix Asphalt (HMA) Supply Contracts for 2018 Maintenance Season (Keith Browning);
- (g) Consider approval of Crushed Rock Bids for Road Maintenance (Keith Browning); and
- (h) Consider approval of bids for Noxious Weed Herbicides (Keith Browning).

REGULAR AGENDA:

- (2) Discuss Temporary Business Use Permit for temporary data collection for windfarms (Tonya Voigt)
- (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) **JAAA Advisory Council (2) position**
- (g) **JAAA Board of Directors (1) position**
- (h) **Fire District No. 1 (1) position**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, MARCH 21, 2018-Canceled

WEDNESDAY, MARCH 28, 2018

-Proclamation for Child Abuse & Neglect Prevention Month (Douglas County Child Abuse Prevention Task/Jenn Preston)

-Proclamation for "Scouting for Food" (Pelathe District Boy Scouts Heart of American Council)

4:00 p.m.

-Receive the Public Incentives Review Committee (PIRC) recommendation and consider Hillary's (DEW—Drink Eat Well) request for an expansion assistance grant, to be funded equally from the City, County, and The Chamber/Economic Development Corporation (EDC) of Lawrence, Kansas. (Lydia Butler/Britt Crum-Cano)

WEDNESDAY, APRIL 4, 2018

4 p.m.

- Proclamation for Recognition for National Service Day and recognizing AmeriCorps members (Linda Brandenburger)
- Approve Lawrence-Douglas County Metropolitan Planning Commission amended bylaws as approved by the Lawrence-Douglas County Metropolitan Planning Commission by a 9-0 vote on February 21, 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
(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
Kevin R. Sontag, P.S., County Surveyor

Date : March 8, 2018

Re : Proposed Vacation of a Portion of Permanent Road Record No. 19

The County recently received a request to vacate a portion of road right of way easement located just southwest of the intersection of Bob Billings Parkway and George Williams Way. The portion in question is outside of the current city limits of Lawrence. The request was reviewed by staff and counsel to determine the best way to proceed.

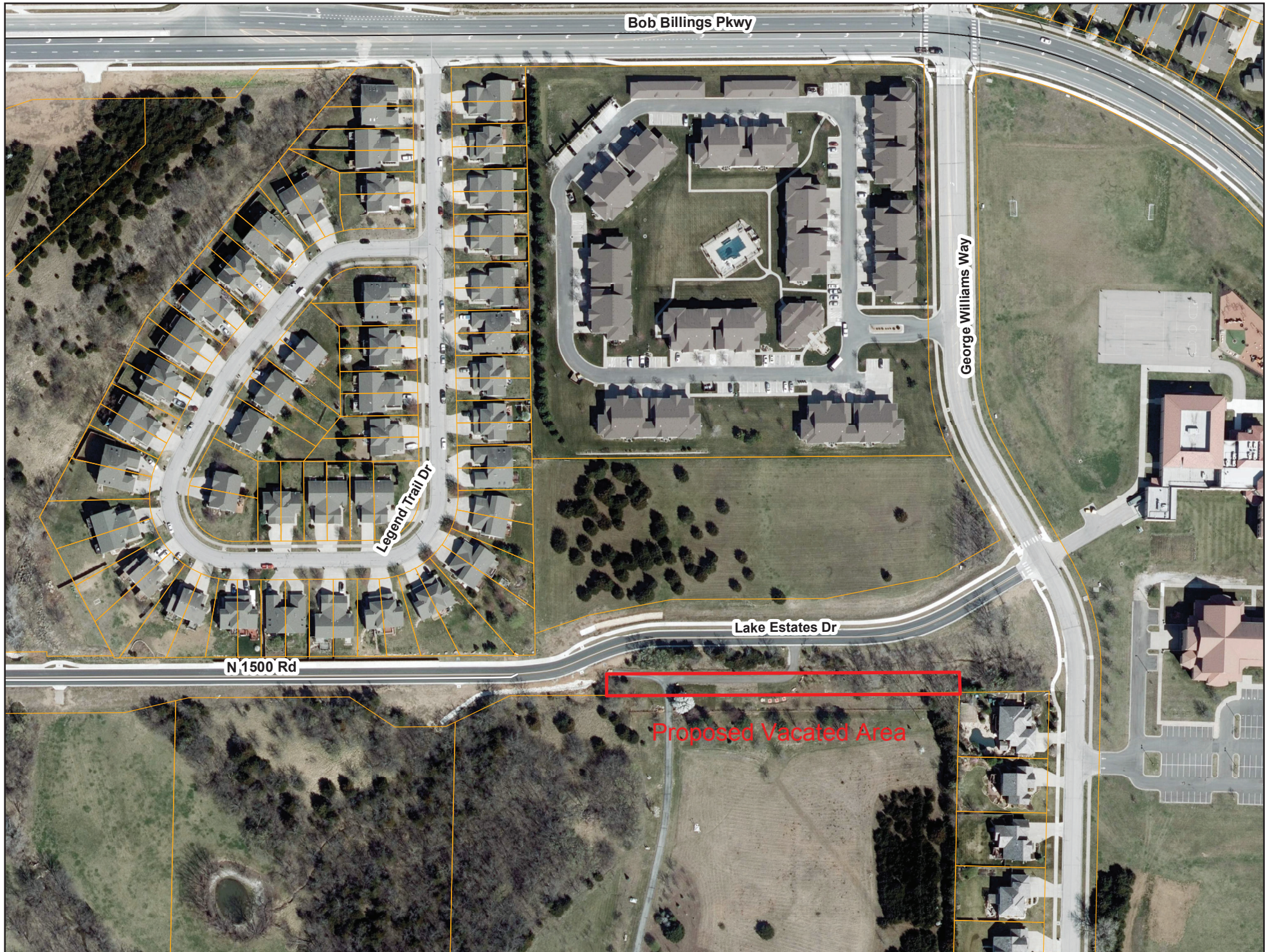
As part of the construction project for the new Bob Billings Parkway interchange with Kansas Highway 10 a few years ago, the traveled way of Permanent Road Record No. 19, known as N1500 Road outside of the city limits and Lake Estates Drive inside the city limits, was extended and realigned to intersect with George Williams Way. This extension and realignment did not utilize the record easement, but instead utilized right of way purchased by the State of Kansas that lies north of the record easement.

A property owner that abuts this unutilized portion of easement has requested that the County vacate it. A part of his driveway is contained within this portion and he does not believe it should be public right of way. Since the road has been realigned to the north, there is no longer a reason the general public would need to travel in this portion.

While this portion of road right of way easement no longer has a purpose for public travel, it does contain active utilities. It is recommended that the County vacate this portion of Permanent Road Record No. 19 as road right of way easement while reserving all rights of ways and easements for these utilities to remain and use this portion.

ACTION REQUIRED: Consider enacting a resolution that will vacate a portion of Permanent Road Record No. 19 while reserving rights of way and easements for utilities located in said portion.

LOCATION MAP



RESOLUTION NO. _____

A RESOLUTION VACATING A PORTION OF
PERMANENT ROAD RECORD NO. 19

WHEREAS the Board of County Commissioners, pursuant to Charter Resolution 07-4-1, may vacate a road or any portion thereof, and

WHEREAS the Board of County Commissioners has received a request to vacate a portion of Permanent Road Record No. 19 (also known as Lake Estates Drive within the City of Lawrence and N 1500 Road outside of the City of Lawrence), the traveled way of which has been relocated after a recent construction project, and

WHEREAS the portion of Permanent Road Record No. 19 to be vacated is more particularly described as follows and shown in Exhibit A:

Beginning at the northeast corner of the Northwest Quarter of Section 5, Township 13 South, Range 19 East of the 6th P.M., Douglas County, Kansas; thence west along the north line of said Northwest Quarter a distance of 550 feet; thence south 33 feet to the south right of way line of Permanent Road Record No. 19 as previously established, thence east along said south right of way line a distance of 550 feet to the east line of said Northwest Quarter, thence north along said east line a distance of 33 feet to the point of beginning,

WHEREAS in the judgment of the Board of County Commissioners the proposed vacation of said portion of Permanent Road Record No. 19 will not cause any harm or inconvenience and said portion of the road is of no public utility, provided however, that the county reserves all rights-of-ways and easements for utilities located in said vacated road portion, and

WHEREAS, pursuant to Charter Resolution 07-4-1, notice of the proposed vacation of said portion of Permanent Road Record No. 19 has been given to the owner of each property adjoining said road portion,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that the above described portion of Permanent Road Record No. 19 be vacated, provided however, the county reserves all rights-of-ways and easements for utilities located in said vacated road portion.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

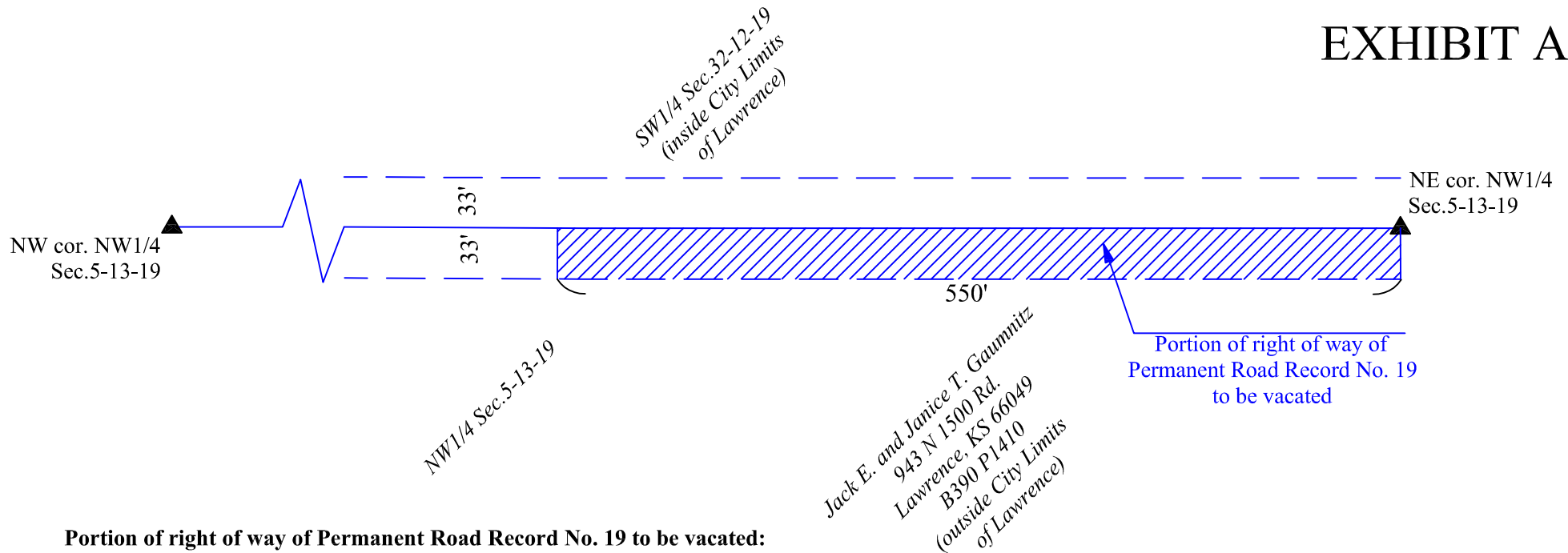
Michelle Derusseau, Vice Chair

Mike Gaughan, Member

ATTEST:

Jamie Shew, County Clerk

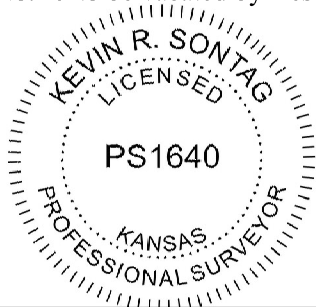
EXHIBIT A



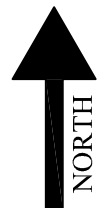
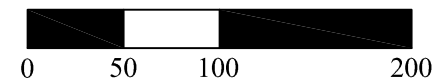
Portion of right of way of Permanent Road Record No. 19 to be vacated:

Beginning at the northeast corner of the Northwest Quarter of Section 5, Township 13 South, Range 19 East of the 6th P.M., Douglas County, Kansas; thence west along the north line of said Northwest Quarter a distance of 550 feet; thence south 33 feet to the south right of way line of Permanent Road Record No. 19 as previously established; thence east along said south right of way line a distance of 550 feet to the east line of said Northwest Quarter; thence north along said east line a distance of 33 feet to the point of beginning.

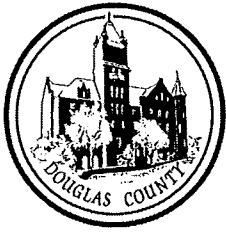
This plat accurately depicts the portion of right of way of Permanent Road Record No. 19 to be vacated by Resolution _____.



Kevin R. Sontag, P.S. #1640, Douglas County Surveyor



SCALE: 1" = 100'	SHEET 1 OF 1	DATE: 1/31/2018
DOUGLAS COUNTY PUBLIC WORKS		
PERMANENT ROAD RECORD NO. 19		



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 5, 2018

Re : Consent Agenda approval of Supplemental Agreement No. 1
Supplement to Federal-Aid Bridge Inspection Master Agreement No. 169-14
Use of federal aid for Critical Feature Inspections

In October 2016 the BOCC approved Federal-Aid Statewide Bridge Inspection Master Agreement No. 169-14 with KDOT. The master agreement stipulated terms on KDOT's use of federal aid for special bridge inspections including fracture critical bridge inspections and underwater bridge inspections. Supplemental Agreement No. 1 changes some provisions of the Master Agreement, specifically revising responsibilities for fracture critical bridge inspections.

Under terms of the Master Agreement, KDOT would hire a consultant to perform statewide fracture critical bridge inspections, and would use each county's federal funding obligation authority to pay for 80% of those costs. Under terms of Supplemental Agreement No. 1, counties are responsible for performing and paying 100% of the costs for fracture critical bridge inspections.

Supplemental Agreement No. 1 formalizes what has been KDOT's recent practice. For Douglas County's 2018 bridge inspections, our consultant contract includes inspections for the three fracture critical bridges in our inventory.

Supplemental Agreement No. 1 does not change KDOT's practice regarding underwater bridge inspections. KDOT will still hire a consultant to perform statewide underwater bridge inspections, and each county will be responsible for 20% of the applicable costs.

Douglas County has no bridges for which Element Level Data Collection or Pin & Hanger inspections are required.

Action Required: Consent Agenda approval of Supplemental Agreement No. 1 to Federal-Aid Statewide Bridge Inspection Master Agreement No. 169-14. The BOCC should sign two (2) original copies of Supplemental Agreement No. 1.

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into January 1, 2017, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Douglas County, Kansas** (“County”), collectively, the “Parties.”

RECITALS:

- A. The Parties entered into a Master Agreement dated October 21, 2016 for Bridge Inspections (the “Master Agreement”).
- B. The Parties mutually desire to supplement the Master Agreement to clarify inspection authorization, payment of expenses and share of costs for bridge inspections occurring after January 1, 2017.

NOW, THEREFORE, the Parties agree as follows:

- 1. On page 1 of the Master Agreement, Article I, paragraph 1, be replaced in its entirety to read as follows:
 - 1. **“Consultant”** means any engineering firm or other qualified entity retained by the Secretary to perform the Critical Feature Inspections, as applicable, on behalf of the County.
- 2. On page 2 of the Master Agreement, Article I, paragraph 4, be replaced in its entirety to read as follows:
 - 4. **“Element Level Data Collection”** is a bridge condition assessment process based on the use of national bridge elements, element defects, element defect condition states, and units of measurement of element defects as described and defined in the American Association of State Highway and Transportation Officials’ (AASHTO) Manual for Bridge Element Inspection. The County bridges or bridge structures for which element level data will be collected by the Secretary on behalf of the County will be specifically identified by the Secretary in the “Structure List” – Special Attachment No. 2 for the year designated therein.
- 3. On page 2 of the Master Agreement, Article I, paragraph 10, be replaced in its entirety to read as follows:
 - 10. **“Participating Costs”** means expenditures for items or services which are an integral part of Critical Feature Inspections or Element Level Data Collection as reasonably determined by the Secretary.

4. On page 2 of the Master Agreement, Article II, paragraph 1, be replaced in its entirety to read as follows:

1. **Administration by KDOT.** The Secretary shall select and retain the Consultant to perform Critical Feature Inspections, as applicable, under the terms of this Master Agreement. The Secretary shall perform all Element Level Data Collection with the Secretary's employees, as applicable, under the terms of this Master Agreement. The Secretary further agrees, as agent for the County, to administer each inspection activity in accordance with this Master Agreement, to negotiate with and report to the FHWA and administer the payments due the Consultant, including the portion of the cost borne by the County.

5. On page 2 of the Master Agreement, Article II, paragraph 2, be replaced in its entirety to read as follows:

2. **Consultant Contract.** The Consultant's costs for inspections will be based on rates negotiated and approved by the Secretary, for services rendered, to include actual time of field Critical Feature Inspections at each bridge or bridge structure and office evaluation, plus depreciation of equipment, per diem, and other related expenses.

6. On page 3 of the Master Agreement, Article II, paragraph 3, be replaced in its entirety to read as follows:

3. **Critical Feature Inspection and/or Element Level Data Collection List(s).** On an annual basis, the Secretary will provide to the County the list of bridges or bridge structures within the County that will be subject to Critical Feature Inspections and/or Element Level Data Collection, as applicable, for the designated year, identifying the bridges or bridge structures to be inspected and their location, the type of inspection, and the associated estimated cost to the County. The list and cost estimate will be provided in the form shown in "Structure List" - Special Attachment No. 2, the current approved form being attached to this Master Agreement for reference purposes

7. On page 3 of the Master Agreement, Article II, paragraph 5, be replaced in its entirety to read as follows:

5. **Payment of Costs.**

- a) **Pin & Hanger and Underwater Inspections:** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of each pin & hanger and underwater inspection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the designated year. The Secretary is not responsible for any Non-Participating Costs associated with the inspections.

- b) **Element Level Data Collection:** The Secretary shall be responsible for one hundred percent (100%) of the total actual costs of each Element Level Data Collection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the designated year. The Secretary is not responsible for any Non-Participating Costs associated with the Element Level Data Collection.
- c) **Fracture Critical Member Inspections:** The Secretary shall be responsible for zero percent (0%) of the total actual costs of each fracture critical member inspection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the designated year. The Secretary is also not responsible for any Non-Participating Costs associated with the inspections.

8. On page 3 of the Master Agreement, Article III, paragraph 2, be replaced in its entirety to read as follows:

2. **Inspection Authorization.** The County authorizes the Secretary to incur expenses on its behalf for purposes of obtaining Consultant services to complete the inspections of the bridges or bridge structures identified in the "Structure List" - Special Attachment No. 2 for the year designated therein.

9. On page 4 of the Master Agreement, Article III, paragraph 5, be replaced in its entirety to read as follows:

5. **Critical Feature Inspection and/or Element Level Data Collection List-Additional Bridges.** In any given year, additional bridges or bridge structures in need of Critical Feature Inspection and/or Element Level Data Collection may be identified by the Secretary, the County, or the Consultant. The County agrees the additional bridges or bridge structures may be included after consulting with the Secretary, in a revised "Structure List" - Special Attachment No. 2, to be issued by the Secretary for the year designated therein. The County's share of costs for inspections of the additional bridges or bridge structures will be determined by the Secretary and the County at the time the bridge or bridge structure is added to the program, and such additional inspections will be subject to the terms in this Master Agreement in all respects.

10. On page 4 of the Master Agreement, Article III, paragraph 8, be replaced in its entirety to read as follows:

8. **Financial Obligations.**

- a) **Pin & Hanger and Underwater Inspections:** For any given year, the County will be responsible for twenty percent (20%) of the total actual costs of pin & hanger and underwater inspection services per bridge or bridge structure as identified in the "Structure List" - Special

Attachment No. 2 for the year designated therein. Further, the County agrees to pay any Non-Participating Costs incurred for such inspections.

- b) **Element Level Data Collection**: The County is responsible for zero percent (0%) of the total actual costs of Element Level Data Collection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the year designated therein. Further, the County agrees to pay any Non-Participating Costs incurred for such Element Level Data Collections.
- c) **Fracture Critical Member Inspections**: The County is responsible for one hundred percent (100%) of the total actual costs of fracture critical member inspection services per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the year designated therein. The County also agrees to pay any Non-Participating Costs incurred for such inspections.

11. On page 5 of the Master Agreement, Article IV, paragraph 2, be replaced in its entirety to read as follows:

2. **Inspection Standards**. All Critical Feature Inspections and Element Level Data Collection services will be performed in accordance with 23 C.F.R. Part 650, Subpart C - National Bridge Inspection Standards (NBIS), the latest version of KDOT Bridge Inspection Program Manual, and the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), AASHTO Manual for Bridge Element Inspection, and with the rules and regulations of the FHWA pertaining to such inspections.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Master Agreement, incorporated herein by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

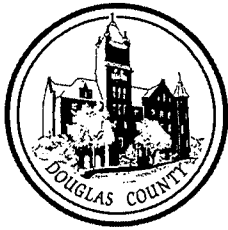
(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 5, 2018

Re : Consent Agenda approval of resolution establishing 45-mph speed limit
N 1100 Road from E 1400 Road to E 1500 Road

Wakarusa Township has requested establishment of a 45-mph speed limit on N 1100 Road from E 1400 Road to E 1500 Road (Route 1055). This one-mile section of N 1100 Road has been posted for 45 mph, however apparently no resolution was passed. Other township roads in this vicinity, i.e. N 1100 Road west of E 1400 Road, and E 1400 Road north of N 1100 Road, are currently posted for 45 mph.

Speeds were not measured on this section of N 1100 Road. However, given the road's geometry and the number of entrances, and in the interest of establishing consistent speed limits on roads in the vicinity with similar features, we recommend posting this road segment for a 45-mph speed limit.

Action Required: Consent Agenda approval of attached resolution establishing a 45-mph speed limit on N 1100 Road from E 1400 Road to E 1500 Road (Route 1055).

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 45 MILES PER HOUR
MAXIMUM SPEED LIMIT ON A PORTION OF N 1100 ROAD IN
WAKARUSA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department the maximum speed limit for the following described county road or highway, to-wit:

a portion of N 1100 Road, from the intersection with E 1400 Road east one mile to the intersection with E 1500 Road (Route 1055), the centerline of which is more particularly described as follows:

beginning at the Southwest Corner of Section 19, Township 13 South, Range 20 East of the P.M., thence east along the section line a distance of one mile to the Southeast Corner of said Section 19, and terminating at said point,

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described road under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 45 miles per hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This speed limit shall become effective when appropriate signs giving notice thereof are erected upon the road above described.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

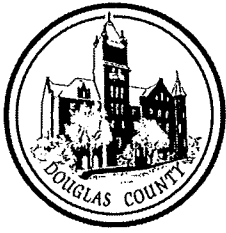
Nancy Thellman, Chair

ATTEST:

Michelle Derousseau, Member

County Clerk

Mike Gaughan, Member



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 5, 2018

Re : Consent Agenda approval of Supplemental Agreement No. 1
Supplement to Federal-Aid Bridge Inspection Master Agreement No. 169-14
Use of federal aid for Critical Feature Inspections

In October 2016 the BOCC approved Federal-Aid Statewide Bridge Inspection Master Agreement No. 169-14 with KDOT. The master agreement stipulated terms on KDOT's use of federal aid for special bridge inspections including fracture critical bridge inspections and underwater bridge inspections. Supplemental Agreement No. 1 changes some provisions of the Master Agreement, specifically revising responsibilities for fracture critical bridge inspections.

Under terms of the Master Agreement, KDOT would hire a consultant to perform statewide fracture critical bridge inspections, and would use each county's federal funding obligation authority to pay for 80% of those costs. Under terms of Supplemental Agreement No. 1, counties are responsible for performing and paying 100% of the costs for fracture critical bridge inspections.

Supplemental Agreement No. 1 formalizes what has been KDOT's recent practice. For Douglas County's 2018 bridge inspections, our consultant contract includes inspections for the three fracture critical bridges in our inventory.

Supplemental Agreement No. 1 does not change KDOT's practice regarding underwater bridge inspections. KDOT will still hire a consultant to perform statewide underwater bridge inspections, and each county will be responsible for 20% of the applicable costs.

Douglas County has no bridges for which Element Level Data Collection or Pin & Hanger inspections are required.

Action Required: Consent Agenda approval of Supplemental Agreement No. 1 to Federal-Aid Statewide Bridge Inspection Master Agreement No. 169-14. The BOCC should sign two (2) original copies of Supplemental Agreement No. 1.

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into January 1, 2017, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Douglas County, Kansas** (“County”), collectively, the “Parties.”

RECITALS:

- A. The Parties entered into a Master Agreement dated October 21, 2016 for Bridge Inspections (the “Master Agreement”).
- B. The Parties mutually desire to supplement the Master Agreement to clarify inspection authorization, payment of expenses and share of costs for bridge inspections occurring after January 1, 2017.

NOW, THEREFORE, the Parties agree as follows:

1. On page 1 of the Master Agreement, Article I, paragraph 1, be replaced in its entirety to read as follows:

- 1. **“Consultant”** means any engineering firm or other qualified entity retained by the Secretary to perform the Critical Feature Inspections, as applicable, on behalf of the County.

2. On page 2 of the Master Agreement, Article I, paragraph 4, be replaced in its entirety to read as follows:

- 4. **“Element Level Data Collection”** is a bridge condition assessment process based on the use of national bridge elements, element defects, element defect condition states, and units of measurement of element defects as described and defined in the American Association of State Highway and Transportation Officials’ (AASHTO) Manual for Bridge Element Inspection. The County bridges or bridge structures for which element level data will be collected by the Secretary on behalf of the County will be specifically identified by the Secretary in the “Structure List” – Special Attachment No. 2 for the year designated therein.

3. On page 2 of the Master Agreement, Article I, paragraph 10, be replaced in its entirety to read as follows:

- 10. **“Participating Costs”** means expenditures for items or services which are an integral part of Critical Feature Inspections or Element Level Data Collection as reasonably determined by the Secretary.

4. On page 2 of the Master Agreement, Article II, paragraph 1, be replaced in its entirety to read as follows:

1. **Administration by KDOT.** The Secretary shall select and retain the Consultant to perform Critical Feature Inspections, as applicable, under the terms of this Master Agreement. The Secretary shall perform all Element Level Data Collection with the Secretary's employees, as applicable, under the terms of this Master Agreement. The Secretary further agrees, as agent for the County, to administer each inspection activity in accordance with this Master Agreement, to negotiate with and report to the FHWA and administer the payments due the Consultant, including the portion of the cost borne by the County.

5. On page 2 of the Master Agreement, Article II, paragraph 2, be replaced in its entirety to read as follows:

2. **Consultant Contract.** The Consultant's costs for inspections will be based on rates negotiated and approved by the Secretary, for services rendered, to include actual time of field Critical Feature Inspections at each bridge or bridge structure and office evaluation, plus depreciation of equipment, per diem, and other related expenses.

6. On page 3 of the Master Agreement, Article II, paragraph 3, be replaced in its entirety to read as follows:

3. **Critical Feature Inspection and/or Element Level Data Collection List(s).** On an annual basis, the Secretary will provide to the County the list of bridges or bridge structures within the County that will be subject to Critical Feature Inspections and/or Element Level Data Collection, as applicable, for the designated year, identifying the bridges or bridge structures to be inspected and their location, the type of inspection, and the associated estimated cost to the County. The list and cost estimate will be provided in the form shown in "Structure List" - Special Attachment No. 2, the current approved form being attached to this Master Agreement for reference purposes

7. On page 3 of the Master Agreement, Article II, paragraph 5, be replaced in its entirety to read as follows:

5. **Payment of Costs.**

- a) **Pin & Hanger and Underwater Inspections:** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of each pin & hanger and underwater inspection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the designated year. The Secretary is not responsible for any Non-Participating Costs associated with the inspections.

- b) **Element Level Data Collection:** The Secretary shall be responsible for one hundred percent (100%) of the total actual costs of each Element Level Data Collection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the designated year. The Secretary is not responsible for any Non-Participating Costs associated with the Element Level Data Collection.
- c) **Fracture Critical Member Inspections:** The Secretary shall be responsible for zero percent (0%) of the total actual costs of each fracture critical member inspection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the designated year. The Secretary is also not responsible for any Non-Participating Costs associated with the inspections.

8. On page 3 of the Master Agreement, Article III, paragraph 2, be replaced in its entirety to read as follows:

2. **Inspection Authorization.** The County authorizes the Secretary to incur expenses on its behalf for purposes of obtaining Consultant services to complete the inspections of the bridges or bridge structures identified in the "Structure List" - Special Attachment No. 2 for the year designated therein.

9. On page 4 of the Master Agreement, Article III, paragraph 5, be replaced in its entirety to read as follows:

5. **Critical Feature Inspection and/or Element Level Data Collection List-Additional Bridges.** In any given year, additional bridges or bridge structures in need of Critical Feature Inspection and/or Element Level Data Collection may be identified by the Secretary, the County, or the Consultant. The County agrees the additional bridges or bridge structures may be included after consulting with the Secretary, in a revised "Structure List" - Special Attachment No. 2, to be issued by the Secretary for the year designated therein. The County's share of costs for inspections of the additional bridges or bridge structures will be determined by the Secretary and the County at the time the bridge or bridge structure is added to the program, and such additional inspections will be subject to the terms in this Master Agreement in all respects.

10. On page 4 of the Master Agreement, Article III, paragraph 8, be replaced in its entirety to read as follows:

8. **Financial Obligations.**

- a) **Pin & Hanger and Underwater Inspections:** For any given year, the County will be responsible for twenty percent (20%) of the total actual costs of pin & hanger and underwater inspection services per bridge or bridge structure as identified in the "Structure List" - Special

Attachment No. 2 for the year designated therein. Further, the County agrees to pay any Non-Participating Costs incurred for such inspections.

- b) **Element Level Data Collection**: The County is responsible for zero percent (0%) of the total actual costs of Element Level Data Collection per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the year designated therein. Further, the County agrees to pay any Non-Participating Costs incurred for such Element Level Data Collections.
- c) **Fracture Critical Member Inspections**: The County is responsible for one hundred percent (100%) of the total actual costs of fracture critical member inspection services per bridge or bridge structure as identified in the "Structure List" – Special Attachment No. 2 for the year designated therein. The County also agrees to pay any Non-Participating Costs incurred for such inspections.

11. On page 5 of the Master Agreement, Article IV, paragraph 2, be replaced in its entirety to read as follows:

2. **Inspection Standards**. All Critical Feature Inspections and Element Level Data Collection services will be performed in accordance with 23 C.F.R. Part 650, Subpart C - National Bridge Inspection Standards (NBIS), the latest version of KDOT Bridge Inspection Program Manual, and the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), AASHTO Manual for Bridge Element Inspection, and with the rules and regulations of the FHWA pertaining to such inspections.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Master Agreement, incorporated herein by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

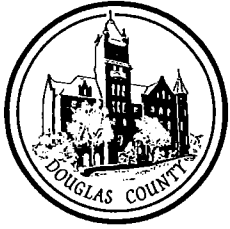
MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

1(c)



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 206
Lawrence, KS 66044-3064
(785) 832-5287 Fax (785) 838-2480
www.douglascountyks.org

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Cammy Owens, Budget Manager

SUBJECT: 2017 Year End Transfers Correction

DATE: March 8, 2018

Attached is the corrected final year-end transfer list for 2017.

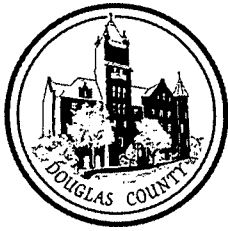
The amount previously listed for transfer from the General Fund to the Worker Compensation Fund was insufficient by \$16,000 due to a clerical error in accounting for year-end expenses for the final payroll charges for the Employer portion of Worker's Compensation insurance deductions.

Douglas County, KS

2017 Transfers

ALREADY TRANSFERRED

	Fund	Dept	Acct	FUND	DEPARTMENT	TRANSFER TO	DESCRIPTION	Actuals	2017 Re-Est Budget	2017 Budget	2018 Budget	Notes:
JE001134	100	40200	92030	GENERAL FUND	CIP PROJECTS - CAPITAL IMPROV	45000000-49210	TRANSFER TO CIP	4,989,483	4,989,483	4,989,483	5,156,631	budgeted transfer to CIP
JE001328	100	40200	92030	GENERAL FUND	CIP PROJECTS - CAPITAL IMPROV	45000000-49210	TRANSFER TO CIP	1,000,000				CIP \$ for Jail construction
JE001325	100	30520	92020	GENERAL FUND	COUNTY CLERK ELECTIONS	60230520-49210	TRANSFER TO EQUIPMENT RESERVE	200,000	200,000	200,000	200,000	budgeted transfer to Equip Reserve
JE001325	100	45300	92020	GENERAL FUND	EMERGENCY MANAGEMENT	60245300-49210	TRANSFER TO EQUIPMENT RESERVE	45,000	45,000	45,000	45,000	budgeted transfer to Equip Reserve
JE001325	100	10200	92020	GENERAL FUND	FAIRGROUNDS	60210200-49210	TRANSFER TO EQUIPMENT RESERVE	30,000	30,000	30,000	30,000	budgeted transfer to Equip Reserve
JE001325	100	31200	92020	GENERAL FUND	FIRST RESPONDERS	60245400-49210	TRANSFER TO EQUIPMENT RESERVE	5,000	5,000	5,000	5,000	budgeted transfer to Equip Reserve
JE001325	100	50200	92020	GENERAL FUND	FLEET OPERATIONS	60250200-49210	TRANSFER TO EQUIPMENT RESERVE	25,000	25,000	25,000	25,000	budgeted transfer to Equip Reserve
JE001325	100	20100	92020	GENERAL FUND	ECO DEV & SHARED COSTS	60271400-49210	TRANSFER TO EQUIPMENT RESERVE	18,234	0	0	0	committed ECO DEV 91425 to Equip Reserve
JE001325	100	20200	92020	GENERAL FUND	HERITAGE 2017 BUDGET	60273100-49210	TRANSFER TO EQUIPMENT RESERVE	139,530	0	0	0	committed heritage funds
JE001325	100	30710	92020	GENERAL FUND	IT	60230710-49210	TRANSFER TO EQUIPMENT RESERVE	45,000	45,000	45,000	40,000	budgeted transfer to Equip Reserve
JE001325	100	30800	92020	GENERAL FUND	MAINTENANCE	60230800-49210	TRANSFER TO EQUIPMENT RESERVE	25,000	25,000	25,000	25,000	budgeted transfer to Equip Reserve
JE001325	100	50300	92020	GENERAL FUND	NOXIOUS WEEDS	60250300-49210	TRANSFER TO EQUIPMENT RESERVE	20,000	20,000	20,000	20,000	budgeted transfer to Equip Reserve
JE001325	100	50400	92020	GENERAL FUND	PARKS	60250400-49210	TRANSFER TO EQUIPMENT RESERVE	25,000	25,000	25,000	25,000	budgeted transfer to Equip Reserve
JE001196	100	45540	92020	GENERAL FUND	SHERIFF JAIL	60272300-49210	TRANSFER TO EQUIPMENT RESERVE	505,000	505,000	505,000	505,000	budgeted transfer to Equip Reserve
JE000848						60272400-49210						
						60272500-49210						
JE000848	100	45510	92020	GENERAL FUND	SHERIFF OPERATIONS	60272400-49210	TRANSFER TO EQUIPMENT RESERVE	460,000	460,000	460,000	326,500	budgeted transfer to Equip Reserve
						60272500-49210						
JE001325	100	31100	92020	GENERAL FUND	SUSTAINABILITY	60231100-49210	TRANSFER TO EQUIPMENT RESERVE	26,914	48,442	0	0	committed budget to Equip Reserve
JE001171	100	31200	92015	GENERAL FUND	TRANSFERS OUT	21800000-49215	TRANS TO EMP BENEFIT/SALES TAX	559,900	559,900	559,900	0	budgeted transfer to Emp Ben
JE001325	100	31200	92020	GENERAL FUND	TRANSFERS OUT	60200000-49210	TRANSFER TO EQUIPMENT RESERVE	-	0	0	180,000	budgeted transfer to Equip Reserve
JE001172	100	31200	92030	GENERAL FUND	TRANSFERS OUT	45000000-49210	TRANSFER TO SPEC LIAB	150,000	150,000	0	0	budgeted transfer to Spec Liab Fund
	100	31200	92030	GENERAL FUND	TRANSFERS OUT	50200000-49210	TRANSFER TO GRANTS FUND	49,324	0	0	0	transfer to closeout Grants in Grant Fund
JE001021	100	31200	92035	GENERAL FUND	TRANSFERS OUT	30200000-49210	TRANSFER TO SALES TAX FUND	2,790,100	2,790,100	2,790,100	3,550,000	budgeted transfer to Sales Tax
JE001325	100	31200	92020	GENERAL FUND	TRANSFERS OUT	60272600-49210	TRANSFER TO EQUIPMENT RESERVE	350,000	0	0	0	preparation for future Tax system
JE001325	100	31200	92030	GENERAL FUND	TRANSFERS OUT	22600000-49210	TRANSFER TO SPEC BLDG	80,000	0	0	0	transfer to Spec Bldg Fund for DA remodel
JE001325	100	31200	92020	GENERAL FUND	TRANSFERS OUT	60230710-49210	TRANSFER TO EQUIPMENT RESERVE	150,000	0	0	0	IT's year-end request
JE001325	100	31200	92020	GENERAL FUND	TRANSFERS OUT	60250300-49210	TRANSFER TO EQUIPMENT RESERVE	31,849	0	0	0	NOXIOUS WEED's year-end request
JE001325	100	50400	92020	GENERAL FUND	TRANSFERS OUT	60250400-49210	TRANSFER TO EQUIPMENT RESERVE	44,997	0	0	0	PARK's year-end request
JE001325	100	31300	92020	GENERAL FUND	TREASURER	60231300-49210	TRANSFER TO EQUIPMENT RESERVE	1,000	1,000	1,000	1,000	budgeted transfer to Equip Reserve
JE001325	100	31600	92020	GENERAL FUND	ZONING	60231600-49210	TRANSFER TO EQUIPMENT RESERVE	20,000	20,000	5,000	8,000	budgeted transfer to Equip Reserve
JE001325	100	31200	92030	GENERAL FUND	TRANSFERS OUT	25600000-49210	TRANSFER TO WORK COMP	35,000	0	0	0	WORK COMP budgeted transfer
JE001325	100	31200	92030	GENERAL FUND	TRANSFERS OUT	25600000-49210	TRANSFER TO WORK COMP	16,000	0	0	0	WORK COMP completes budgeted transfer
Total General Fund								11,837,331	9,943,925	9,730,483	10,142,131	
JE001329	201	50100	92020	ROAD & BRIDGE FUND	PUBLIC WORKS	60250100-49235	TRANSFER TO EQUIPMENT RESERVE	625,000	625,000	625,000	625,000	budgeted transfer to Equip Reserve
JE001329	201	50100	92030	ROAD & BRIDGE FUND	PUBLIC WORKS	60100000-49235	TRANSFER TO SPEC HWY	485,770	0	0	0	SPEC HWY year-end Proj 2017-06 to Equip Reserv
JE001330	222	30000	92030	SPECIAL LIABILITY	GEN GOVERNMENT	25600000-49240	TRANSFER TO WORK COMP	430,000	430,000	375,000	475,000	budgeted transfer to Work Comp
JE001331	236	45600	92020	CJS	YOUTH SERVICES	60245600-49200	TRANSFER TO EQUIPMENT RESERVE	75,000	75,000	75,000	75,000	budgeted transfer to Equip Reserve
JE001331	236	45600	92020	CJS	YOUTH SERVICES	60245600-49200	TRANSFER TO EQUIPMENT RESERVE	109,691				transfer to Equip Reserve for CJS Remodel
	236	45700	92020	CJS	ADULT SERVICES	23600000-49200	TRANSFER TO OTHER FUND	-	60,000	0	60,000	budgeted transfer for Comm Corrections
JE001096	240	46000	92030	AMBULANCE FUND	FIRE & MEDICAL SERVICES	60400000-49240	TRANSFER TO AMB CAP RESERVE	485,935	1,024,035	538,100	1,337,314	AMB CAP RESERVE transfer short due to late 3rd qtr Amb fees
JE001326	245	31300	92020	MOTOR VEHICLE OPS	TREASURER	60231300-49200	TRANSFER TO EQUIPMENT RESERVE	1,000	1,000	1,000	1,000	budgeted transfer to Equip Reserve
JE001327	603	31000	92020	ROD TECH FUND	ROD TECH	60272200-49200	TRANSFER TO ROD TECH EQUIP RESERVE	100,000	100,000	100,000	0	BOCC approved 1/17/18
Grand Total								14,149,727	12,258,960	11,444,583	12,715,445	



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Laura Glass, Administrative Services Manager

Date : March 8, 2018

Re : Consent Agenda Approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2018 Maintenance Season

Bids were opened on March 7, 2018 for the supply of hot mix asphalt material for use during the 2018 road maintenance season. We requested bids for varying ranges of quantities. The bid tabulation is attached.

We recommend entering into supply contracts with the following three suppliers:

Hamm, Inc	500 – 2,500 tons	\$45.00/ton
Killough Construction, Inc	500 – 2,500 tons	\$47.00/ton
Bettis Asphalt & Construction, Inc	500 – 2,500 tons	\$47.50/ton

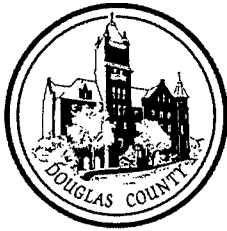
It is anticipated that a total of approximately 8,000 – 12,000 tons will be needed this year. Awarding the supply contracts to more than one producer ensures we are able to get asphalt material if one plant is down or otherwise cannot supply the material.

Like the last few years, this year's contract includes a price adjustment factor tied to KDOT's Monthly Asphalt Price Index. The adjustment factor will increase/decrease the price for asphaltic concrete mix by \$0.50/ton for each \$10.00/ton increase/decrease in the Monthly Asphalt Price Index.

The 2018 budget for Road & Bridge Fund has \$575,000 allocated for BM-2 hot mix asphaltic concrete.

Action Required: Approve the supply contracts for 500 to 2,500 tons of Hot Mix Asphalt from Hamm, 500 to 2,500 tons from Bettis Asphalt & Construction and 500 to 2,500 tons from Killough Construction for the 2018 road maintenance season.

BID TAB FOR HOT MIX ASPHALT (HMA)							
Bid No. 18-F-0005							
Open @ 3:00 p m, March 7, 2018							
<u>VENDOR</u>	Quantity	Unit Cost		Quantity	Unit Cost		Quantity
	<u>Tons</u>	Per Ton		<u>Tons</u>	Per Ton		<u>Tons</u>
Hamm	500-2,500	\$ 45.00		2,501-5,500	\$ 45.00		5,501-8,500
Killough	500-2,500	\$ 47.00		2,501-5,500	\$ 47.00		5,501-8,500
Bettis	500-2,500	\$ 47.50		2,501-5,500	\$ 47.50		5,501-8,500
	500-2,500			2,501-5,500			5,501-8,500
	500-2,500			2,501-5,500			5,501-8,500
Laura Glass				Heather Dill			
Director of Public Works: Keith A. Browning		County Clerk: Jamie Shew					Date:



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 
Laura Glass, Administrative Services Manager

Date : March 8, 2018

Re : Consent Agenda Approval of Crushed Rock Bids for Road Maintenance

Sealed bids were opened March 7, 2018 for crushed rock aggregates used for road and bridge maintenance. Bid tabulation is attached.

This department requests the BOCC accept the following bids:

<u>Type of Aggregate</u>	<u>Vendor</u>	<u>Quantity (tons)</u>	<u>Quarry</u>	<u>Unit Price</u>
Shot Rock	Mid-States	100-1500	Big Springs	\$14.85
	Mid-States	100-1500	Edgerton	\$9.75
	Mid-States	100-1500	Globe	\$13.05
AB-3	Hamm	100-2000	Eudora	\$8.90
	Hamm	100-2000	Buchheim	\$8.75
	Mid-States	100-2000	Big Springs	\$8.20
	Mid-States	100-2000	Edgerton	\$7.90
	Mid-States	100-2000	Globe	\$8.90
Surfacing Material (Road Rock Special)	Hamm	100-3000	Buchheim	\$10.75
	Mid-States	100-3000	Big Springs	\$13.20
	Mid-States	100-3000	Globe	\$13.20
Stone for Rip Rap	Mid-States	100-1500	Big Springs	\$25.00
	Mid-States	100-1500	Edgerton	\$25.00
	Mid-States	100-1500	Globe	\$25.00
Stone for Aggregate (Ditch Lining)	Martin Marietta	100-2000	Ottawa	\$16.00
	Mid-States	100-2000	Big Springs	\$25.25
	Mid-States	100-2000	Edgerton	\$25.25

Accepting bids from two or more vendors for a particular aggregate allows us to consider haul costs to the project site when determining where to obtain rock.

The Road & Bridge Fund has \$226,500 allocated in the Road Rock, Rip Rap and Special Aggregate line items. There is an additional \$11,700 in the Parks budget for Rip Rap.

Action Required: Consent agenda acceptance of the above bids from Hamm Quarries and Mid-States Materials for crushed rock aggregates used for road and bridge maintenance.

Bid for Various Aggregates**Bid No. 18-F-0006 Bid Opening March 7, 2018 @ 3pm****SHOT ROCK**

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
Martin Marietta		Ottawa			
	100-1500	\$10.00			
Hamm		North Lawrence			
	100-1500	\$16.00			
Mid-States		Big Springs	Edgerton	Globe	
	100-1500	\$14.85	\$9.75	\$13.05	
	100-1500				

AB-3

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
Martin Marietta		Ottawa			
	100-2000	\$7.50			
Hamm		North Lawrence	Buchheim	Eudora	
	100-2000	\$8.85	\$8.75	\$8.90	
Mid-States		Big Springs	Edgerton	Globe	
	100-2000	\$8.20	\$7.90	\$8.90	
	100-2000				

SURFACING MATERIAL -**ROAD ROCK SPECIAL**

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
Martin Marietta		Ottawa			
	100-3000	\$10.00			
Hamm		Buchheim			
	100-3000	\$10.75			
Mid-States		Big Springs	Globe		
	100-3000	\$13.20	\$13.20		
	100-3000				

Bid for Various Aggregates**Bid No. 18-F-0006 Bid Opening March 7, 2018 @ 3pm****STONE FOR RIP RAP**

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$/Ton	\$/Ton
Martin Marietta		Ottawa			
	100-1500	\$20.00			
Hamm		North Lawrence			
	100-1500	\$25.00			
Mid-States		Big Springs	Edgerton	Globe	
	100-1500	\$25.00	\$25.00	\$25.00	
	100-1500				

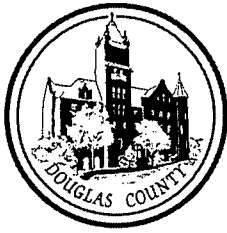
STONE FOR AGGREGATE DITCH LINING

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$/Ton	\$/Ton
Martin Marietta		Ottawa			
	100-2000	\$16.00			
Hamm		North Lawrence			
	100-2000	\$25.00			
Mid-States		Big Springs	Edgerton		
	100-2000	\$25.25	\$25.25		
	100-2000				

Laura Glass (for) _____
 Keith A. Browning, P.E.
 Director of Public Works

Date _____

Heather Dill (for) _____
 Jamie Shew
 Douglas County Clerk



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Laura Glass, Administrative Services Manager

Date : March 8, 2018

Re : Consent Agenda Approval of Bids for Noxious Weed Herbicides

Bids were opened on March 7, 2018 for the supply of herbicides to treat noxious weeds. These herbicides are used to supply private landowners (at 75% of the county's cost plus shipping and handling) and for treating noxious weeds on county owned or maintained land. Bids were received from six suppliers, as shown on the attached bid tabulation.

The recommended bids are as follows:

<u>Herbicide</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Vendor</u>
Tordon 22K	384 gal.	\$44.69	\$17,160.96	Van Diest
2,4-D Amine	900 gal.	\$9.04	\$8,136.00	Crop Production Services
Glyphosate	720 gal.	\$10.95	\$7,884.00	Crop Production Services
PastureGard HL	576 gal.	\$86.95	\$50,083.20	Sims Fertilizer
Escort XP	448 oz.	\$2.09	\$936.32	Crop Production Services

Noxious Weed fund has \$125,160 allocated in the Herbicide line item. There is an additional \$15,000 in the Parks budget for Vegetation Commodities.

Action Required: Consent Agenda acceptance of the low bid from suppliers noted above.

[illegible]

DOUGLAS COUNTY PUBLIC WORKS & ZONING & CODES DEPARTMENT

3755 E 25th Street
Lawrence, Kansas 66046-5024
(785) 331-1343 Fax (785) 842-1201

MEMORANDUM

TO : Board of County Commissioners

FROM : Sandra Day, Planner
Tonya Voigt, Planning & Zoning Coordinator

DATE : March 14, 2018

RE : TBU (Temporary Business Use) permit application for placement of a temporary SoDAR unit to collect wind data.

REQUESTED ACTION: Confirmation of permitting process

In June 2017, a NextEra Energy representative contacted Zoning and Codes seeking direction on the required permitting process for placement of a temporary trailer mounted Triton Sonic Wind Profiler (SoDaR unit). This device is about 8 feet tall and is mounted on an 8' x 10' single axle trailer. A SoDar unit is a meteorological instrument intended measure the scattering of sound waves created by atmospheric turbulence. They are used to measure wind speed at various heights above the ground and are used as an alternative to the installation of MET towers to measure the wind potential of a site. This tool is a data collection device that seeks information to determine if placing temporary MET towers is viable. Temporary MET tower data collection is used to determine potential siting for a permanent wind farm.

Our building inspectors determined they would not require a building permit for the installation of the device because the building, plumbing, mechanical, and electrical code would not regulate something on a trailer, unless it was generating power supplied to a structure.

Our zoning requirements are not so clear. When the new Wind Energy regulations were drafted and adopted, a permitting processes for "temporary" data collection equipment wasn't outlined.

Zoning/Codes staff met with City/County staff to discuss the two major issues:

- Transparency. Does the public have adequate notice of potential development activity? Is the public entitled to such notice, at this time, with this particular application?
- If processed as a CUP for a tower or possibly some kind of "temporary" permit do we have clear authority to do so?

We consulted with John Bullock and determined we could permit the deployment of this device under 12-319-5 as a *Temporary Business Use*. A *Temporary Business Use* requires a public hearing before the County Commission and notice to neighboring landowners. The County Commission can impose conditions on a TBU, such as; noise mitigation, radiation limitations, duration of use, etc. This process allows us to limit the permit to this one device while not creating a precedent or vested right allowing a full scale CWECS development later without a separate permitting process.

On November 28, 2017, we informed NexTera that the permitting process would require a TBU permit for temporary placement of a SoDar unit and asked them to answer the following questions:

Q: The attached site plan you submitted shows MNL Farms ownership of the 130 acre tract. They also own the small 2 acre tract to the northwest, but the 25 acre parcel to the west is showing ownership as Ryan Strong. Has he been notified?

A: Typically we only notify the land owner on which the SODAR is to be installed once the device is installed.

Q: Douglas County has a noise ordinance to prevent negative impacts on neighbors and environment. The Triton Sonic Wind Profiler spec sheet states there are chirps per sound beam, the duration of chirps and the sound level at ear level. How and how often do these machines chirp?

A: About every 6 seconds.

Q: How loud are they and at what intervals?

A: Right beside the Triton the sound levels are 87 dBA. The Triton should be 250 meters away from the nearest dwelling/residence building (see attached Triton Sound Levels).

Q: Do you have one stationed in Kansas we could see and observe?

A: The closest SoDAR is currently located in Nemaha County.

Q: How will vegetative cover and wildlife habitat be preserved? Does this unit affect wildlife echolocation, such as bats?

A: After consultation with bird experts and almost 10 years of experience, we have determined there is no meaningful impact on the surrounding environment. If they need more info we can point them to publicly available documentation from the DoE that can be Googled.

Q: Do you anticipate any utilities needed for unit placement or a sanitation unit?

A: No utilities needed for the unit. The unit runs on batteries that are charged by solar panels.

Q: Where will the entrance for ingress and egress be?

A: An entrance permit is required by the county for all new entrances. Typically we coordinate with the land owner to use an existing entrance.

Q: Does this unit produce any off-site external effects such as noise, glare or vibrations?

A: The unit has to be at least 250 meters away from any dwelling for the sound. There is no glare or vibrations from the unit.

Q: Will there be any proposed exterior lighting? No lighting from the Triton.

A: Lighting is not normally installed with the SoDAR.

Q: Is there a possibility of reception interference with microwave towers or FAA considerations?

A: No, they run on different frequencies entirely.

In December 2017, Sean Reid and I did a site visit of a SoDaR unit placed in Nemaha County to gain firsthand experience with the trailer mounted SoDAR system. A photo of that location is provided below.

Last week we received a *Temporary Business Use* permit application from NextEra. The TBU permit process and requirements are provided in an attached document for your reference. If the BOCC concurs with this approach, we will proceed with processing NextEra's application. We recommend considering for future possible applications initiating a text amendment change to clarify process for SoDar/Met Towers and other temporary devices used for preliminary data collection.



SoDAR unit in Nemaha County, KS

Temporary Business Use Permitting Process:

TBU's may be permitted in any district upon the review and finding of the Board of County Commissioners that the proposed use is in the public interest. In making such determination, the Board shall consider the intensity and duration of the use, the traffic that can be expected to be generated by the use, the applicant's plans for dealing with sanitation and other public health and safety issues, and other factors which the Board in its discretion determines will affect the public health, safety and welfare.

TBU's include the following activities conducted only for a temporary and specified duration: Batching or rock-crushing plant, including concrete or asphalt. Construction building or construction materials yard. Real estate tract sales office. Flea market or swap meet. Movie or video filming operations involving a combined crew, cast and extras of greater than ten (10) persons, except that one permit may be acquired for a single movie or video filming operation at different locations over a six (6) month period provided the applicant therefore informs the Douglas County Sheriff of each filming location twenty-four (24) hours prior to commencing filming operations. Any other similar business use of a temporary and specified duration generating no more traffic or other effects on neighboring property than the foregoing.

Staff will review with the *TBU* application; the activity, the number of persons anticipated to attend, the location of the temporary business use, and detailed information concerning the applicant's plans and procedures for the following:

- Controlling traffic, parking and road conditions during the temporary business use, including provisions for off-road parking;
- Addressing health and sanitation concerns at the site, including toilet and drinking water facilities and supplies adequate to meet the anticipated crowd plus a reasonable allowance for additional persons, including certification by Lawrence-Douglas County Health Department that all sanitation and health concerns have been adequately addressed in the applicant's plans;
- Providing adequate illumination at the site if the temporary business use is to be held at night;
- Providing security at the site, including the hiring of private security guards;
- Providing adequate fire safety precautions at the site, including consultation with the township fire department and approval prior to the activity;
- Evidence that the applicant has secured or can secure adequate general liability and property insurance coverage for the temporary business use; and,
- If applicable, the serving of alcoholic beverages, including cereal malt beverage.

The Director of Zoning and Codes notifies the applicant of the date scheduled for a public hearing before the Board of County Commissioners. No less than ten days prior to the public hearing the Director of Zoning and Codes Department provides notice to the owners and occupants of properties within 1,000 feet of the boundaries of the site at which the proposed use will occur. Each application for a *TBU* permit shall be the subject of a public hearing before the Board of County Commissioners on the date and at the time and place set out in the notice. After the public hearing, the Board may approve or deny the permit, or the Board may continue the hearing or a decision on the permit application until a subsequent meeting. If the permit is approved, the Board shall establish the effective time period for the permit and all conditions under which the permit is granted.