

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDESDAY, SEPTEMBER 26, 2018 - Amended agenda

4:00 p.m.

-Proclamation for "National 4-H Week" – Kaitlyn Peine

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of acquisition of temporary easement for drainage structure replacement, Project No. 2017-52 (Kevin Sontag);
- (c) Consider approval of Road Relocation, E425 Road between 2050N and N2100 Road (Kevin Sontag);
- (d) Review and approve an extension of the Memorandum of Understanding between Douglas County and the Kansas Department of Corrections – Juvenile Services for provision Youth Advocate Program services in SFY 2019 for the 7th Judicial District. (Pam Weigand)
- (e) Consent Agenda authorization to purchase precast concrete frame culvert Structure No. 00.00N-03.34E; Project` No. 2017-52 (Keith Browning);
- (f) Consider approval of acquisition of permanent, drainage, and temporary easement for structure replacement, Project No. 2018-54 (Kevin Sontag);
- (g) Consider approval of 5-ton commercial weight limits for: N 1250 Road from E 1500 Road to E 1750 Road and E 1750 Road from N 1250 Road to N 1300 Road (Keith Browning);
- (h) Consider approval of a resolution prohibiting the sale or furnishing of cigarettes, electronic cigarettes, tobacco products or liquid nicotine to an person under age 21 (Weinaug); and
- (i) Consider request to enter into inmate housing contracts with Miami and Neosho counties (Gary Bunting)

REGULAR AGENDA

- (2) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeals (1) positions 10/17
 - Building Code of Appeals Board (2) positions 12/16
 - Community Corrections Advisory Board (1) position open (edu); (1) 08/31/18
 - Fire District No. 2 (2) positions
 - JAAA Advisory Council (2) position
 - JAAA Board of Directors (1) position
 - Joint Economic Development Council (2) positions
 - Lawrence-Douglas County Advocacy Council on Aging (2) open positions
 - MPO Bicycle Advisory Committee (1) position
 - Mental Health Board (1) position 04/18
 - Property Crimes Compensation Board (1) position
 - Senior Resource Center (1) positon 12/31/18
 - (c) Public Comment
 - (d) Miscellaneous
- (3) Adjourn

WEDNESDAY, OCTOBER 3, 2018- 4 p.m. only

-Joint Ordinance No. 9515/County Resolution and Ordinance No. 9562 for a Text Amendment (TA-18-00199) to the City of Lawrence Land Development Code, Articles 8 and 13, to update requirements for recording subdivision documents with the Douglas County Register of Deeds Office. (PC Item 3; approved 10-0 on 6/27/18) Sandra Day is the Planner.

WEDNESDAY, OCTOBER 10, 2018

6:00 p.m.

CUP-18-00299: Consider a Conditional Use Permit for Big Springs Quarry, approximately 1,049 acres located at 2 N 1700 Rd. and parcels to the north, east, and south. Submitted by Mid-States Ventures LLC, for Mid-States Ventures LLC, Nancy J Hughes, James R Meek, Thomas R Meek, and Bonnie M Nichols, Trustee, property owners of record. Mary Miller is the Planner.

WEDNESDAY, OCTOBER 17, 2018

-Proclamation for "Domestic Violence Awareness Month" (Will Averill)

Extension request for a Conditional Use Permit, CUP-17-00215, for a new 190 ft self-supporting wireless telecommunications facility (tower), located at 2138 N 1000 Rd. Submitted by MW Towers LLC for F. Dwane Richardson & Valerie Richardson, property owners of record. (Approved by the Board of County Commissioners on 8/16/17) Sandra Day is the Planner.

FRIDAY, OCTOBER 19, 2018

-12:00-2:00 p.m. - The Lawrence – Douglas County Planning Commission annual orientation with City and County Commissioners in attendance.

WEDNESDAY, OCTOBER 24, 2018

-KDOT presentation concerning status of SLT from Route 438 to US-59 highway and Supplemental Environmental Impact Statement process (Keith Browning)

WEDNESDAY, OCTOBER 31, 2018 – light or cancelled

WEDNESDAY, NOVEMBER 7, 2018

WEDNESDAY, NOVEMBER 7, 2018

WEDNESDAY, NOVEMBER 14, 2018

THURSDAY, NOVEMBER 15, 2018

-9:00 a.m. – Election Canvass

***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.*



Office of the County Commission

P R O C L A M A T I O N

NATIONAL 4-H WEEK

OCTOBER 7-13, 2018

WHEREAS, 4-H youth across the nation are keeping it green by leading efforts to solve problems in their communities, raise awareness about environmental issues, and make a difference for their futures; and

WHEREAS, 4-H is one of the largest youth development organizations in Kansas and the largest in the nation with over six million young people; and

WHEREAS, 4-H in Douglas County, Kansas claims more than 400 members and more than 100 volunteers; and

WHEREAS, 4-H, as part of the Kansas State University Research and Extension, is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 106 land-grant universities and colleges for more than 100 years.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, proclaims the week of October 7-13, 2018, as

National 4-H Week in Douglas County

and urges the people of this community to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Douglas County 4-H Youth Development and to join us in recognizing the unique partnership between our county and our state University System.

ADOPTED this 26th day of September, 2018.

*BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS*

Nancy Thellman, Chairman

Michelle Derusseau, Vice-Chair

Mike Gaughan, Member



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 : September 10th, 2018

Re : Consent agenda
Acquisition of temporary easement for drainage structure replacement
Project No. 2017-52 (Str. No. 00.00N-03.34E)

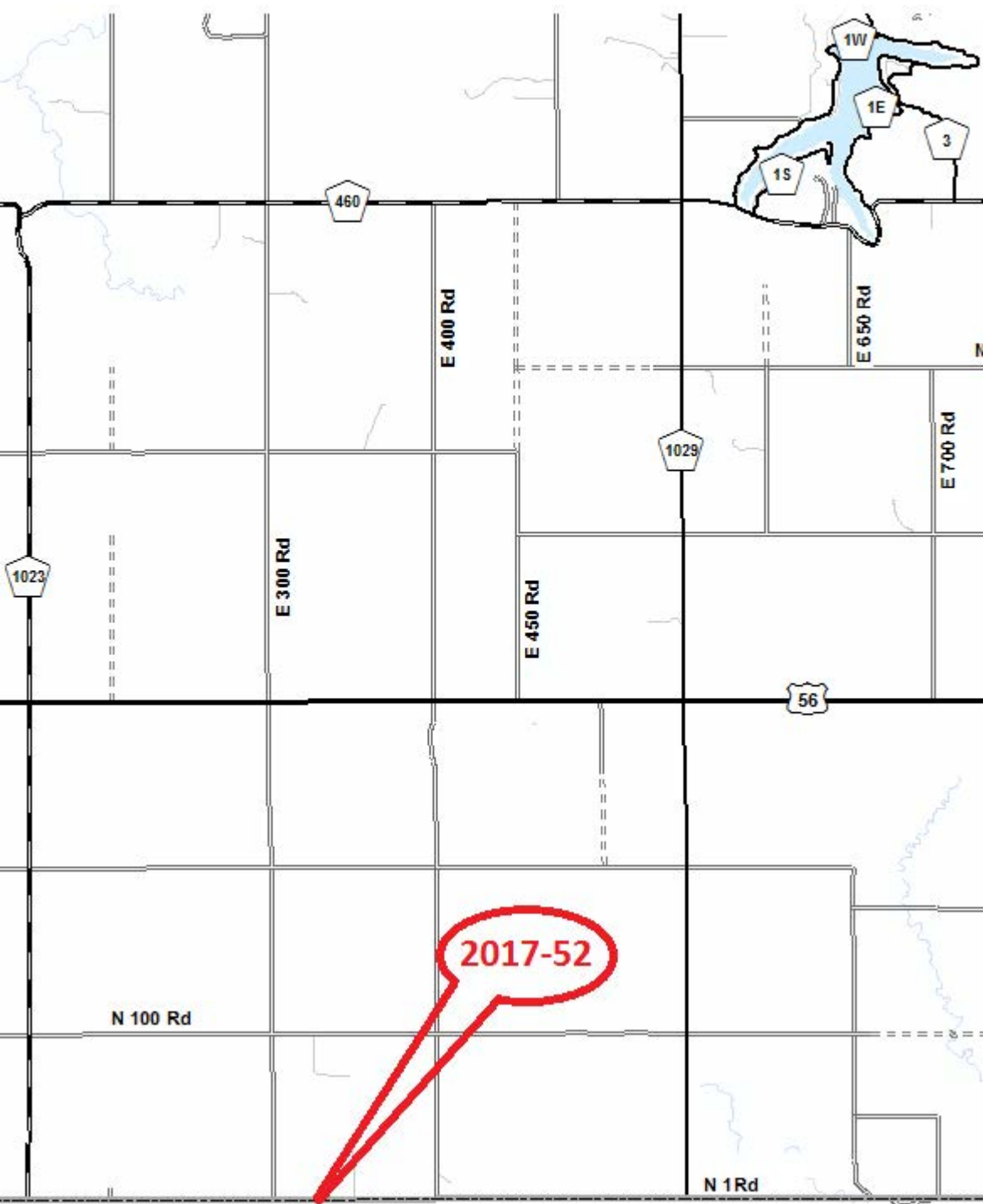
A project has been designed to replace a deficient drainage structures on N 1 Road (on the Douglas-Franklin county line) approximately 7 miles southwest of Lone Star Lake. Plans were developed in-house and negotiations with the landowners for temporary construction easement are complete.

Construction is currently planned to begin late 2018 and will be accomplished using county personnel.

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

ACTION REQUIRED: Consent agenda approval of CONTRACT FOR HIGHWAY PURPOSES for Project No. 2017-52 (Str. No. 00.00N-03.34E)

General Location Map for Project No. 2017-52



SECTION CORNER INFORMATION

SECTION CORNER	R/CODE	SECTION CORNER COORDINATE	SL-STATION	CORNER STATUS
NW CORNER SEC. 20-T15-R18	W05N	N: 197959.344 E: 2040878.957	-04+77.21	RECORD
NL CORNER SEC. 20-T15-R18	W07N	N: 158047.551 E: 2043492.005	21+37.31	RECORD

P.I. INFORMATION

PI#1	STA. 12+00, 2.47' LT. OF SL	N: 158018.40 E: 2042555.10
PI#2	STA. 12+50, 1.0' LT. OF SL	N: 158017.61 E: 2042605.19
PI#3	STA. 13+00, 1.0' LT. OF SL	N: 158019.30 E: 2042655.18
PI#4	STA. 13+50, 1.72' LT. OF SL	N: 158022.71 E: 2042705.07

BM INFORMATION

BM#1	STA. 10+81.11, 30.33' LT. OF SL NAIL IN GATE POST	ELEV. 1050.20 N: 158042.68 E: 2042434.77
BM#2	STA. 11+63.21, 12.64' RT. OF SL 1"x24" BAR	ELEV. 1057.78 N: 158002.058 E: 2042519.889



MICHAEL C. CAPRA
TAMARA J. CAPRA
430 N 1 RD
OVERBROOK, KS 66524
(8775 P821)

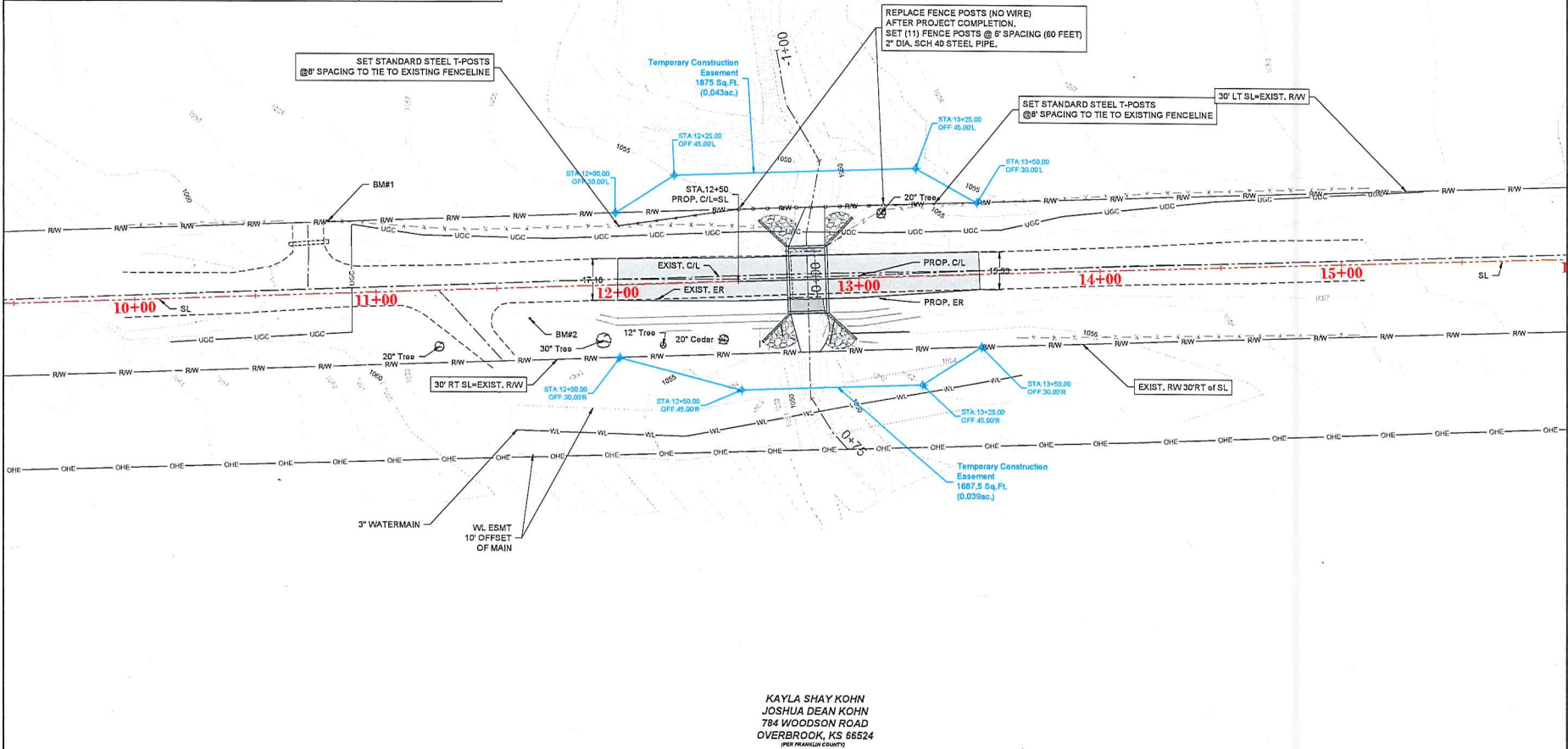
Douglas County Public Works
3755 East 25th Street
Lawrence, Kansas 66046



PROJECT: CULVERT REPLACEMENT N 1 RD
DESIGNED: 2017-52
DRAWN BY: J.W.
CHECKED BY: C.V.
DATE: 2017

GENERAL LAYOUT & RW
SHEET 03 OF 07

CULVERT REPLACEMENT N 1 ROAD
STRUCTURE NO. 00.00N 03.34E
PROJECT NO. 2017-52



- LIMIT TREE REMOVAL WITHIN R/W AND EASEMENTS TO ONLY:
1. THE AREAS AFFECTED BY CONSTRUCTION ACTIVITIES AND
 2. A MINIMAL AMOUNT OF AREA TO PROVIDE AN ADEQUATE TURNAROUND FOR CONSTRUCTION TRAFFIC

KAYLA SHAY KOHN
JOSHUA DEAN KOHN
784 WOODSON ROAD
OVERBROOK, KS 66524
(PER FRANKLIN COUNTY)

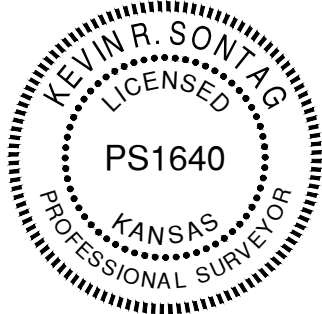


Douglas County Public Works

3755 E. 25th Street
Lawrence, Kansas 66046

EXHIBIT A

I hereby certify that this plat accurately depicts the current location of Permanent Road Record No. 114.



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

Portion of Centerline of Permanent Road Record No. 114 to be relocated

All that part of Permanent Road Record No. 114 lying in the Northwest fractional Quarter of Section 4, Township 12 South, Range 18 East of the Sixth Principal Meridian, more particularly described as follows:

Beginning at the northeast corner of the West Half of said Northwest fractional Quarter; thence South 37.42 chains; thence in a south-southeasterly direction along the record road centerline to the south line of said Northwest fractional Quarter and the point of termination, also being the northern terminus of Permanent Road Record No. 534, a vacation of a portion of Permanent Road Record No. 114.

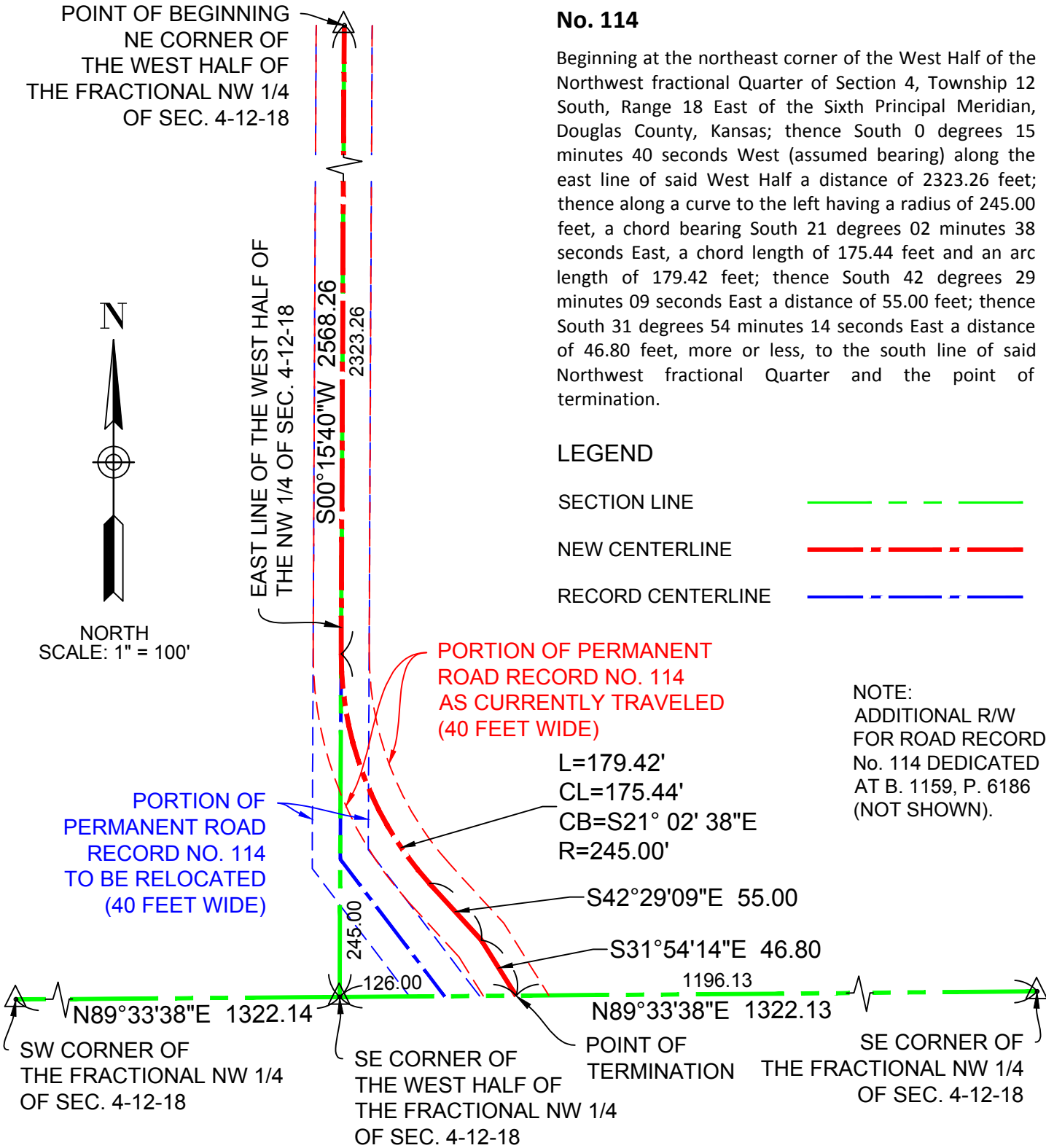
New centerline of Permanent Road Record No. 114

Beginning at the northeast corner of the West Half of the Northwest fractional Quarter of Section 4, Township 12 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence South 0 degrees 15 minutes 40 seconds West (assumed bearing) along the east line of said West Half a distance of 2323.26 feet; thence along a curve to the left having a radius of 245.00 feet, a chord bearing South 21 degrees 02 minutes 38 seconds East, a chord length of 175.44 feet and an arc length of 179.42 feet; thence South 42 degrees 29 minutes 09 seconds East a distance of 55.00 feet; thence South 31 degrees 54 minutes 14 seconds East a distance of 46.80 feet, more or less, to the south line of said Northwest fractional Quarter and the point of termination.

LEGEND

- SECTION LINE
- NEW CENTERLINE
- RECORD CENTERLINE

NOTE:
ADDITIONAL R/W
FOR ROAD RECORD
No. 114 DEDICATED
AT B. 1159, P. 6186
(NOT SHOWN).



TEMPORARY CONSTRUCTION EASEMENT

Description:

That portion of the Southwest Quarter of Section 17, Township 15 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 90 degrees 0 minutes 0 seconds East along the south line of said Southwest Quarter a distance of 1677.21 feet; thence North 0 degrees 0 minutes 0 seconds East a distance of 30.00 feet to the point of beginning of the land to be described; thence North 59 degrees 2 minutes 10 seconds East a distance of 29.15 feet; thence North 90 degrees 0 minutes 0 seconds East a distance of 100.00 feet; thence South 59 degrees 2 minutes 10 seconds East a distance of 29.15 feet; thence North 90 degrees 0 minutes 0 seconds West a distance of 150.00 feet to the point of beginning, containing a total of 0.0430 acres, more or less. This description was prepared on July 23rd, 2018 by Kevin R. Sontag, PS1640.

The above described Temporary Construction Easement shall terminate immediately upon completion of Project No. 2017-52 (00.00N-03.34E).



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

MEMORANDUM

TO : Douglas County Commission

FROM: Keith A. Browning, P.E., Director of Public Works/County Engineer
Kevin R. Sontag, P.S., County Surveyor

DATE : September 10, 2018

RE : Road Relocation: E 425 Road between 2050N and N 2100 Road

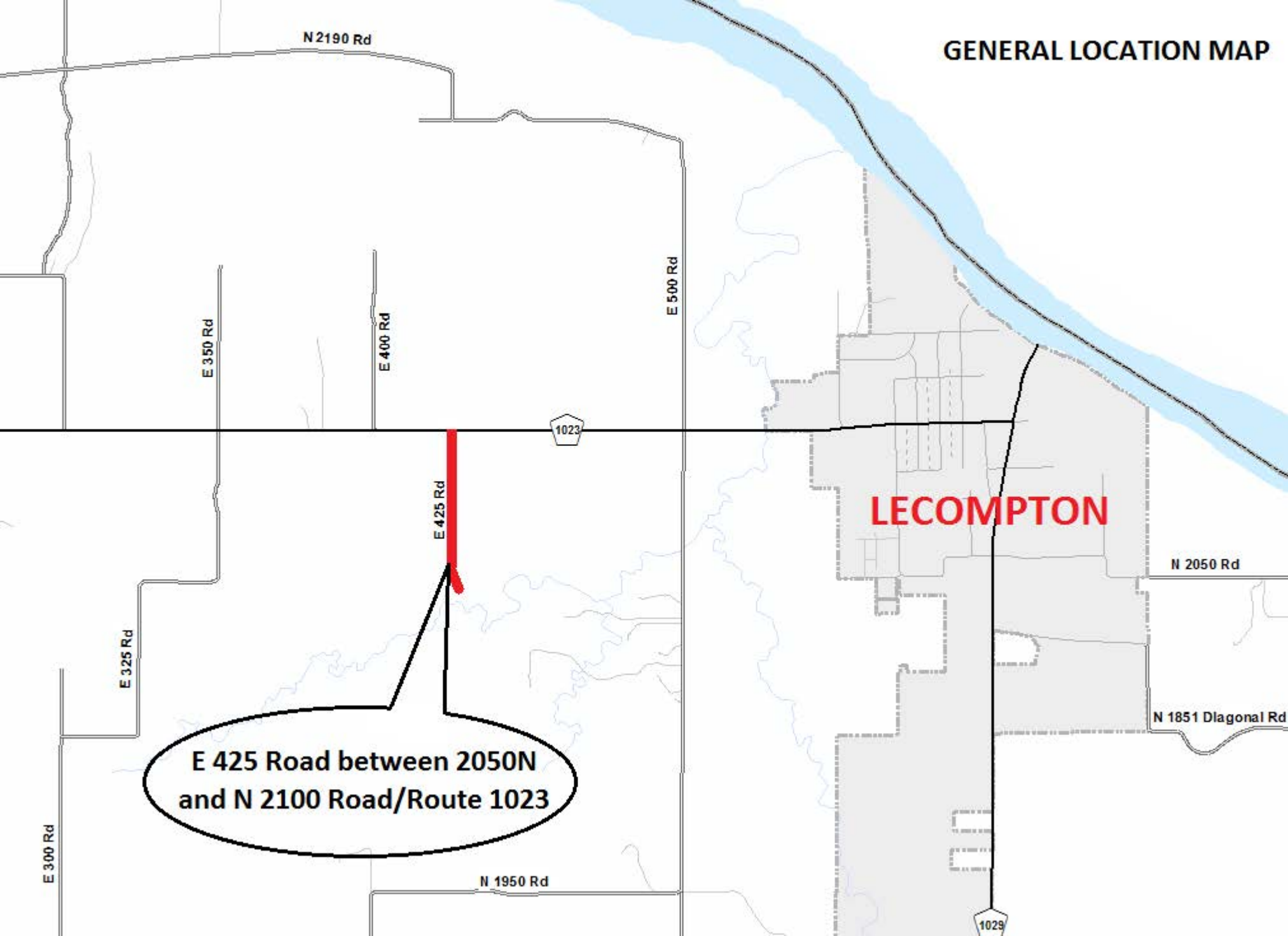
A portion of E 425 Road is traveled in a location different than originally described when established in 1869. The original survey for the roadway generally described a diagonal portion to be somewhat westerly of where it was actually constructed.

This issue was identified during the process to review multiple surveys prepared for property owned by Jeffrey and Sonja Woods, lying in the westerly portion of the Northwest Quarter of Section 4-12-18.

A resolution has been prepared that will relocate the road's official description to the location as traveled.

Action Required: Consider and approve the proposed relocation of E 425 Road utilizing the attached resolution.

GENERAL LOCATION MAP



LECOMPTON

**E 425 Road between 2050N
and N 2100 Road/Route 1023**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS FORMALLY AMENDING DOUGLAS
COUNTY ROAD RECORDS.

WHEREAS, on or about October 4th, 1869, after viewing, surveying, laying out, and assessing damages, all in accordance with applicable law, the Board of County Commissioners of Douglas County, Kansas (the "Board") established public road right of way, designated as Permanent Road Record No. 114, a portion of which is now also known as E 425 Road, said portion generally located between 2050N and N 2100 Road / Route 1023 (hereinafter referred to as the "Public Road"); and

WHEREAS, said portion of the Public Road was constructed and opened for public use shortly after it was laid out and established and has, thereafter, been continuously traveled, improved, and maintained as a public road; and

WHEREAS, pursuant to *Shaffer v. Weech*, 34 Kan. 595; 9 P. 202 (1886), where real facts as to where a road was actually surveyed and located are shown to differ from the map and field notes of the original survey, the map and field notes of the original survey no longer control; and

WHEREAS, recent and more accurate surveys have shown that a portion of the Public Road, as laid out, constructed, opened, and thereafter continuously used, differs from the described location of the Public Road contained in the map and field notes of the original survey of the Public Road; and

WHEREAS, the Board adopts this Resolution to harmonize its permanent road records with the actual location of the Public Road.

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

1. Finding of Difference. The Board finds that its permanent road records relating to the portion of Public Road differ from better and more recent evidence identifying the actual location of the Public Road. The actual location of the Public Road, as determined by better and more recent evidence, is as follows:

A portion of Road #114 in the Northwest fractional Quarter of Section 4, Township 12 South, Range 18 East of the Sixth Principal Meridian in Douglas County, Kansas, more particularly described as:

Beginning at the northeast corner of the West Half of the Northwest fractional Quarter of Section 4, Township 12 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence South 0 degrees 15 minutes 40 seconds West (assumed bearing) along the east line of said West Half a

distance of 2323.26 feet; thence along a curve to the left having a radius of 245.00 feet, a chord bearing South 21 degrees 02 minutes 38 seconds East, a chord length of 175.44 feet and an arc length of 179.42 feet; thence South 42 degrees 29 minutes 09 seconds East a distance of 55.00 feet; thence South 31 degrees 54 minutes 14 seconds East a distance of 46.80 feet, more or less, to the south line of said Northwest fractional Quarter and the point of termination.

2. Adoption of Road Survey. The Board adopts the attached Road Survey, dated September 10, 2018 and prepared by the County Surveyor, as the amended Road Survey for the portion of the Public Road described in such amended Road Survey, showing portions of the Public Road as actually laid out, constructed, opened, and, thereafter, continuously traveled, improved, and maintained as a public road.

3. Original Road Records Superseded. This Resolution and the amended Road Survey identified in Section 2 supersede inconsistent provisions shown on the map and filed notes of the original survey of the Public Road; any such inconsistent provisions do not control the location of the Public Road and are not claimed as public road right of way.

4. Recordation with Permanent Road Records. This Resolution and the amended Road Survey identified in Section 2 shall be recorded in the permanent road records of Douglas County, Kansas.

5. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

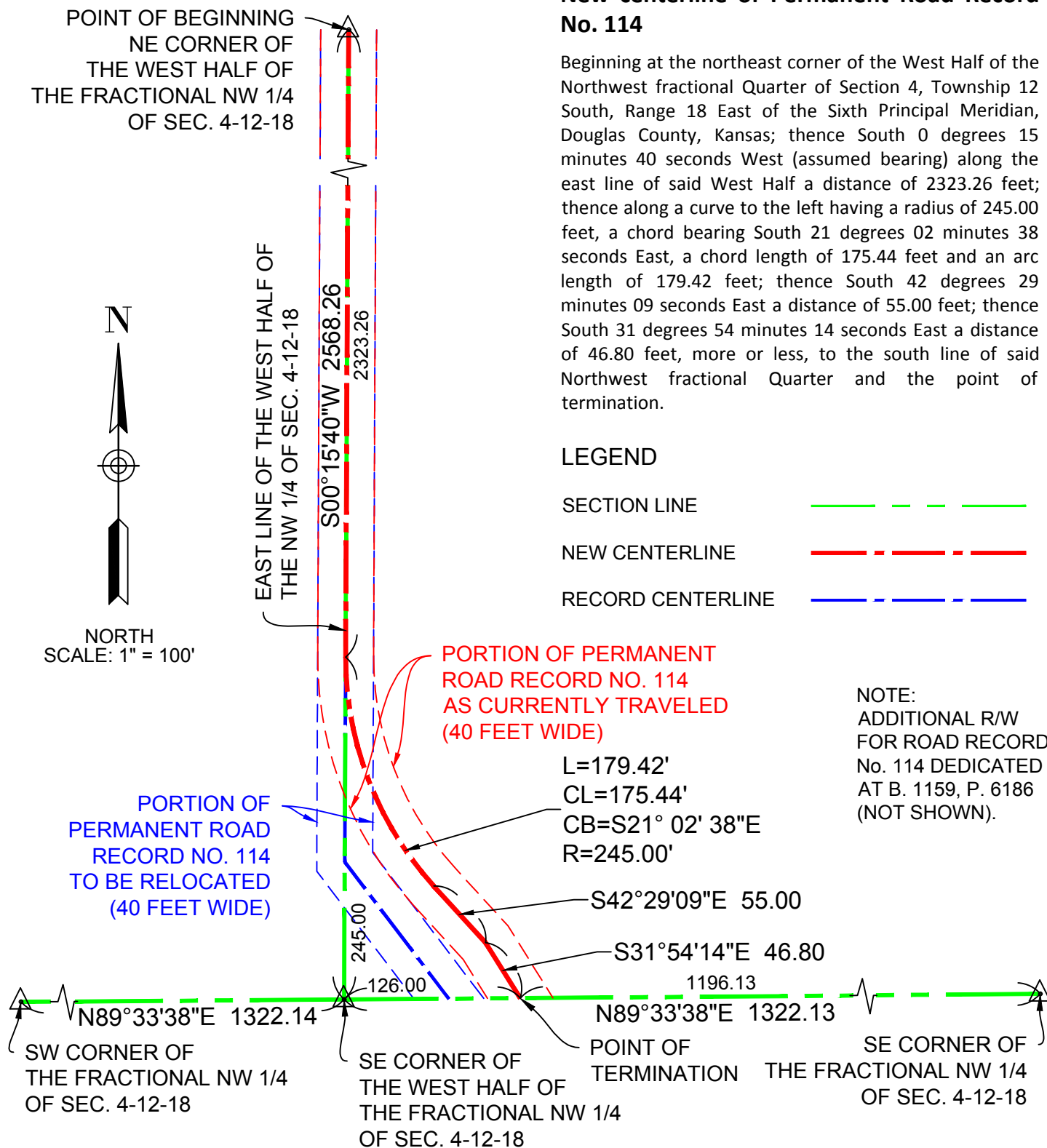
Nancy Thellman, Chair

ATTEST:

Michelle Derusseau, Vice-Chair

Jameson D. Shew, County Clerk

Mike Gaughan, Member



MEMORANDUM

TO: Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Pam Weigand, Criminal Justice Services Director

SUBJECT: Review and Approve Amendment to the Memorandum of Understanding between Douglas County and the Kansas Department of Corrections- Juvenile Services.

DATE: September 20, 2018

The Board of County Commissioners executed the original MOU with the Kansas Department of Corrections-Juvenile Services on November 28, 2016.

The MOU Amendment is a 12-month extension of the contract for Youth Advocacy Program (YAP) services from July 1, 2018 to June 30, 2019 for 2 slots for Douglas County youth.

As you may recall the Youth Advocate Program is an evidence based program that serves as an alternative to out-of-home placement for moderate and high risk youthful offenders, and assists youthful offenders as they re-enter the community from state correctional facilities. The cost of the Youth Advocate Program, Inc. services is paid for with Kansas Department of Corrections – Juvenile Services (KDOC-JS) funds that are front loaded to the County.

Leigh Housman, Assistant Director will be in attendance at the meeting should you have any questions.

Thank you for your consideration.

AMENDMENT to Memorandum of Understanding
KANSAS DEPARTMENT OF CORRECTIONS – JUVENILE SERVICES and
Douglas County Criminal Justice Services

This AMENDMENT NO. 1 made and entered into as of this ____ day of _____, 2018, by and between the DEPARTMENT of Corrections of the State of Kansas, Division of Juvenile Services (hereinafter called the "KDOC-JS") and Douglas County Criminal Justice Services (hereinafter called "County");

WHEREAS, the DEPARTMENT desires to extend the term of this Memorandum of Understanding; and

WHEREAS, the County is willing to continue providing YAP under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained in the Memorandum of Understanding, it is mutually agreed as follows:

1. Grant a 12 month extension to extend the contract from July 1, 2018 through June 30th, 2019 as allowed in Section I.

All other terms and conditions of the Contract executed November 28th, 2016, and the Amendment executed on July 28, 2017 shall remain in full force and effect except as specifically amended herein.

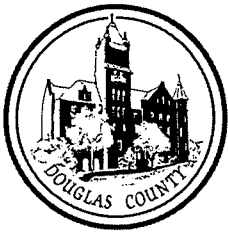
IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first above mentioned.

Kansas Department of Corrections

Douglas County Criminal Justice Services

By: _____
Date Joseph Norwood
 Secretary of Corrections

By: _____
Date Nancy Thellman,
 Board Chair



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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 : September 14, 2018

Re : Consent Agenda authorization to purchase precast concrete frame culvert
Structure No. 00.00N-03.34E; Project No. 2017-52

An existing culvert on N 1 Road (Douglas/Franklin County line) approximately 2.2 miles west of Route 1029 (E 550 Road) is deficient and requires replacing. You will recall the BOCC entered into an agreement with Franklin County in June 2018 to replace this structure. Under the agreement, project costs are shared according to assessed valuations, i.e. Franklin County 15.82% and Douglas County 84.18%.

We originally designed the project for a 19' span x 9' high x 40' long reinforced concrete box or frame replacement structure. In January 2018, we obtained price quotes for supply of the structure, as follows:

Supplier	RCB	RCF
Forterra	\$112,088.00	\$70,368.00
OldCastle	No Bid	\$80,492.50
Pretech	\$110,180.00	No Bid

Acquiring the necessary additional right-of-way on the Douglas County side of the project for the planned structure was problematic. Therefore, we redesigned the project for a 15' span x 10' high x 28' long rigid frame culvert. The redesign requires acquisition of temporary easements, but no additional right-of-way. The shorter, higher culvert results in reduced clear zones between the edge of road and the culvert headwall, but still provides adequate clear zones for this very low volume road.

Given the January 2018 price quotes, we worked with the low bidder, Forterra, to obtain a price for the shorter, but higher, structure. Forterra's price for the structure is **\$65,908.00**. The CIP includes adequate funds for this project.

Action Required: Consent Agenda authorization to purchase a precast reinforced concrete frame culvert from Forterra at a cost of \$65,908.00 for Project No. 2017-52, the replacement of Structure No. 00.00N-03.34E.



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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
Kevin R. Sontag, P.S., County Surveyor

Date : September 18th, 2018

Re : Consent agenda
Acquisition of permanent, drainage, and temporary easement for structure replacement
Project No. 2018-54 (Str. No. 08.01N-11.50E)

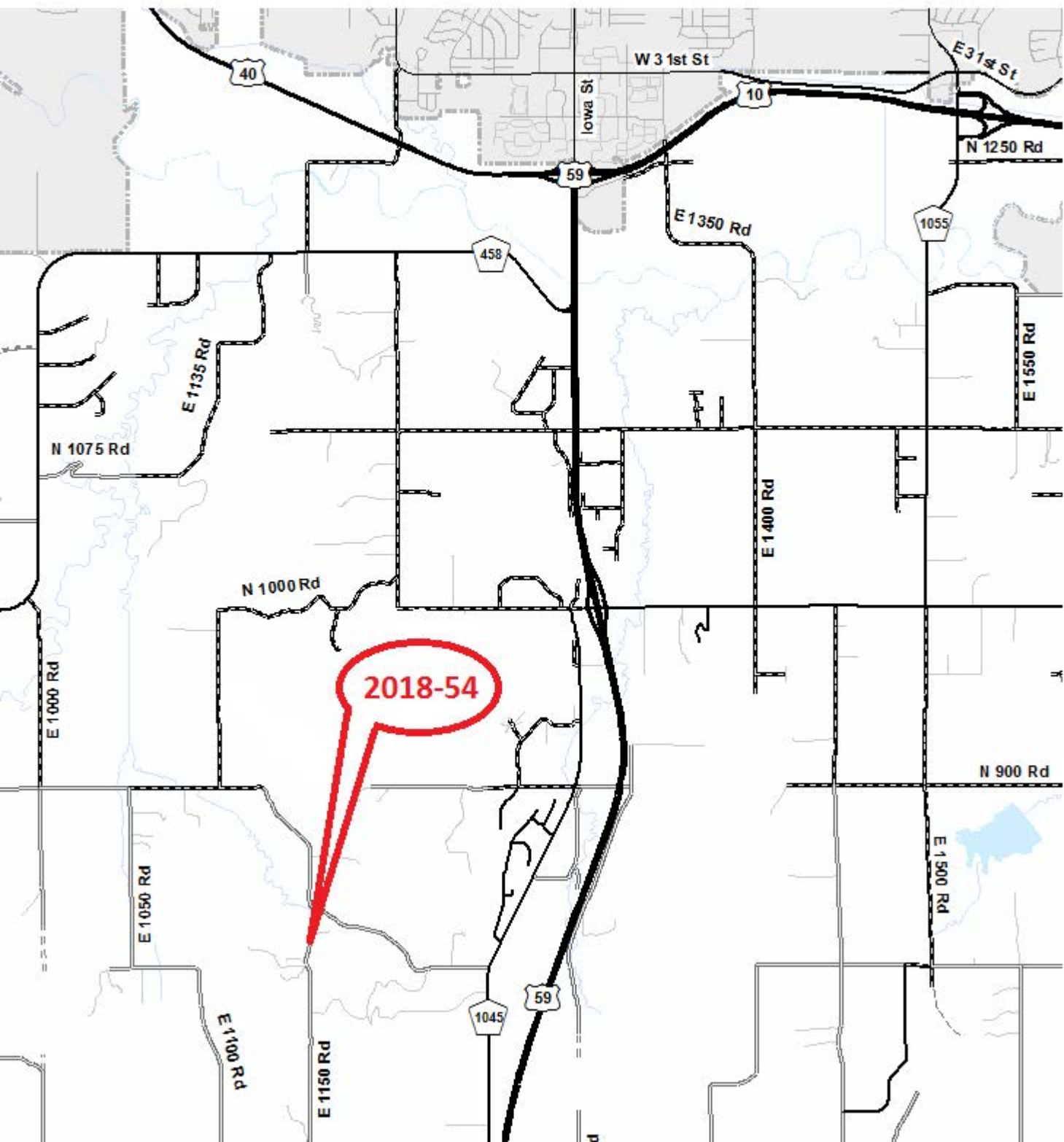
A project has been designed to replace a deficient drainage structure on E 1150 Road approximately 5 miles south of Lawrence. Plans were developed in-house and negotiations with the landowners for permanent easement, drainage easement, and temporary construction easement are complete.

Construction is currently planned to begin autumn 2018 and will be accomplished using county personnel.

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

ACTION REQUIRED: Consent agenda approval of CONTRACT FOR HIGHWAY PURPOSES for Project No. 2018-54 (Str. No. 08.01N-11.50E)

General Location Map for Project No. 2018-54



PROPOSED E 1150 RD. LINE SEGMENT INFORMATION						
Line #	Length	Direction	Start STA.	Start Point	End STA.	End Point
L1	50.70	N29° 20' 00" W	10+12.89	(2084400.89,201600.13)	10+63.59	(2084370.89,201641.05)
L2	41.01	N42° 13' 36" W	10+63.59	(2084370.89,201641.05)	11+04.60	(2084342.84,201671.86)
L3	17.26	N4° 09' 03" W	12+21.63	(2084297.88,201776.85)	12+38.89	(2084266.64,201794.10)

PROPOSED E 1150 RD. CURVE INFORMATION						
Curve #	Radius	Length	Chord Direction	Start Point	End Point	Delta
C1	170.00	95.51	N29° 14' 18" W	(2084433.50,201511.69)	(2084400.89,201600.13)	9+17.38
C2	175.00	116.35	N23° 10' 49" W	(2084342.84,201671.86)	(2084297.88,201776.85)	11+04.60

EXISTING RAW LINE SEGMENT INFORMATION		
Line #	Length	Direction
L5	100.00	S88° 45' 01" W
L6	100.00	N5° 26' 06" E
L7	175.00	N88° 45' 01" E
L8	100.00	S2° 04' 42" E

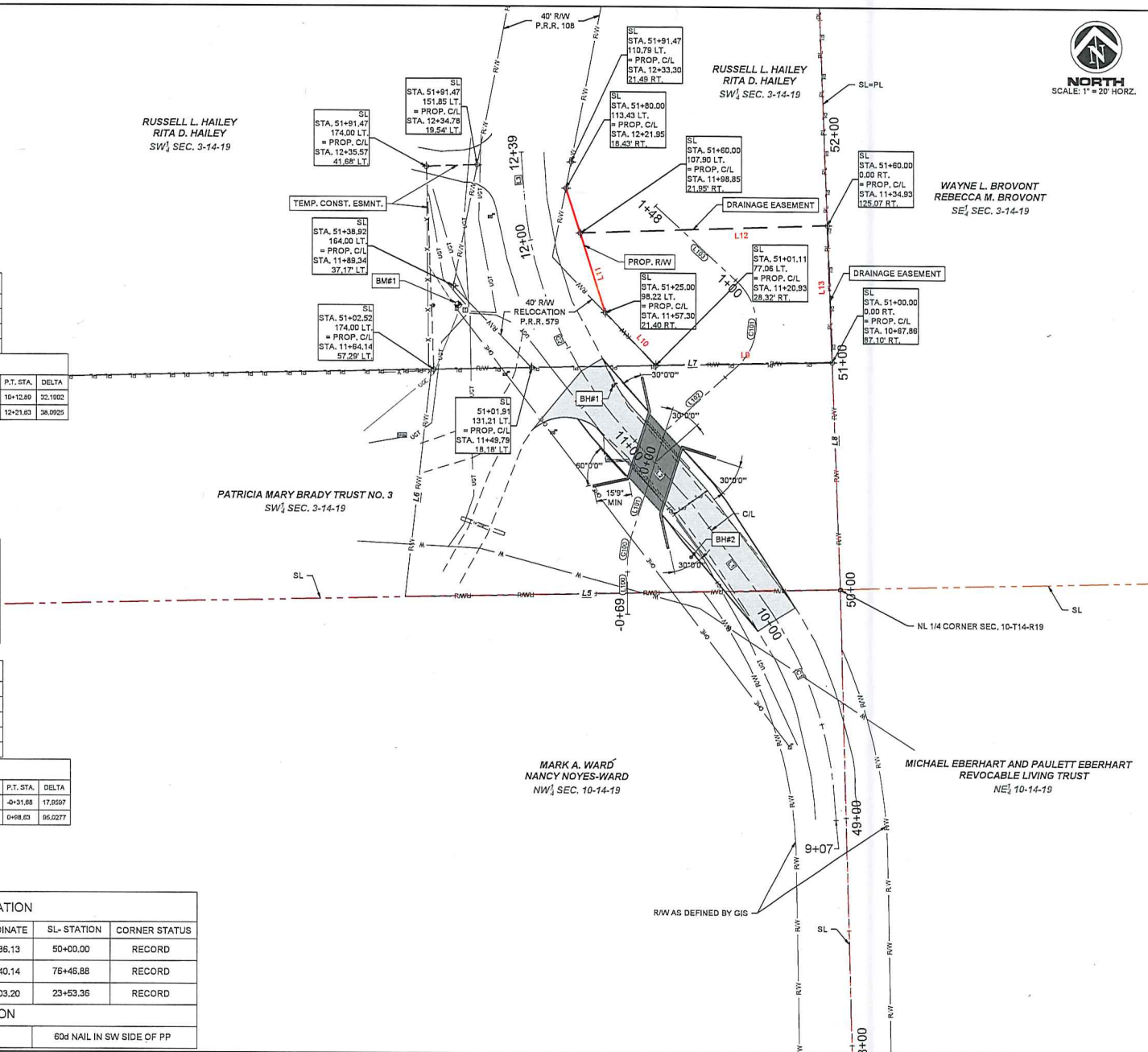
PROPOSED DRAINAGE EASEMENT LINE SEGMENT INFORMATION		
Line #	Length	Direction
L9	77.87	S88° 45' 01" W
L10	31.81	N47° 37' 06" W
L11	36.31	N17° 52' 14" W
L12	107.69	N87° 55' 18" E
L13	80.09	S2° 04' 42" E

PROPOSED CHANNEL LINE SEGMENT INFORMATION						
Line #	Length	Direction	Start STA.	Start Point	End STA.	End Point
C100	21.36	N0° 11' 10" W	-0+58.73	(2084343.10,201591.30)	-0+47.35	(2084343.12,201612.87)
C101	48.40	N17° 46' 24" E	-0+31.68	(2084345.50,201628.10)	0+14.72	(2084359.87,201672.20)
C102	42.45	N47° 43' 44" E	0+14.72	(2084359.87,201672.20)	0+57.17	(2084391.08,201760.84)
C103	48.98	N47° 17' 55" W	0+57.17	(2084391.08,201760.84)	1+06.15	(2084355.32,201770.83)

PROPOSED CHANNEL CURVE INFORMATION						
Curve #	Radius	Length	Chord Direction	Start Point	End Point	Delta
C100	50.00	15.67	N8° 47' 37" E	(2084343.12,201612.87)	(2084345.50,201628.10)	-0+47.35
C101	25.00	41.46	N0° 12' 54" E	(2084391.08,201760.84)	(2084391.08,201770.83)	0+57.17

SECTION CORNER INFORMATION				
SECTION CORNER	R/CODE	SECTION CORNER COORDINATE	SL- STATION	CORNER STATUS
NL 1/4 CORNER SEC. 10-T14-R19	S15E	N: 201602.72 E: 2084436.13	50+00.00	RECORD
CENTER CORNER SEC. 3-T14-R19	S15C	N: 204247.91 E: 2084340.14	76+45.88	RECORD
CENTER CORNER SEC. 10-T14-R19	S15G	N: 198956.92 E: 2084503.20	23+53.35	RECORD

BENCHMARK INFORMATION			
BM #1	N: 201725.57 E: 2084268.69	ELEVATION= 920.195	60d NAIL IN SW SIDE OF PP



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

CULVERT REPLACEMENT
Project: 2018-54
County: D.C.
City: Lawrence, KS
Date: 5/2018

GENERAL LAYOUT & RW

SHEET 3 OF 8

CULVERT REPLACEMENT FOR E1150 RD.
PROJECT NO. 2018-54
STRUCTURE NO. 08.01N 11.50E

DRAINAGE EASEMENT

Description:

That portion of the Southwest Quarter of Section 3, Township 14 South, Range 19 East of the Sixth P.M., Douglas County, Kansas, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 0 degrees 0 minutes 0 seconds East along the east line of said Southwest Quarter a distance of 100.00 feet to the northeast corner of a tract of right-of-way dedicated to Douglas County, Kansas, recorded at Book 1107 Page 1305 at the Douglas County Register of Deeds, and the point of beginning of the land to be described; thence continuing North 0 degrees 0 minutes 0 seconds East along said east line a distance of 60.00 feet; thence North 90 degrees 0 minutes 0 seconds West a distance of 107.91 feet; thence South 15 degrees 27 minutes 31 seconds East a distance of 36.32 feet; thence South 41 degrees 32 minutes 26 seconds East a distance of 31.90 feet to the north line of said right-of-way; thence South 89 degrees 10 minutes 17 seconds East along said north line a distance of 77.08 feet to the point of beginning. This description was prepared on July 30th, 2018 by Kevin R. Sontag, PS1640.

The above contains a total of 0.132 acres, more or less. Together with the right of ingress and egress for all purposes incident to said grant.

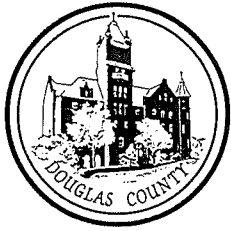
TEMPORARY CONSTRUCTION EASEMENT

Description:

That portion of the Southwest Quarter of Section 3, Township 14 South, Range 19 East of the Sixth P.M., Douglas County, Kansas, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 0 degrees 0 minutes 0 seconds East along the east line of said Southwest Quarter a distance of 100.00 feet to the northeast corner of a tract of right-of-way dedicated to Douglas County, Kansas, recorded at Book 1107 Page 1305 at the Douglas County Register of Deeds; thence North 89 degrees 10 minutes 17 seconds West along the north line of said right-of-way a distance of 131.22 feet to the point of beginning of the land to be described; thence North 41 degrees 32 minutes 26 seconds West a distance of 49.46 feet; thence North 13 degrees 1 minute 16 seconds East a distance of 53.93 feet; thence North 90 degrees 0 minutes 0 seconds West a distance of 22.15 feet; thence South 0 degrees 0 minutes 0 seconds East a distance of 88.94 feet to the north line of said right-of-way; thence South 89 degrees 10 minutes 17 seconds East along said north line a distance of 42.80 feet to the point of beginning, containing a total of 0.042 acres, more or less. This description was prepared on July 30th, 2018 by Kevin R. Sontag, PS1640.

The above described Temporary Construction Easement shall terminate immediately upon completion of Project No. 2018-54 (08.01N-11.50E).



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 *KB*

Date : September 20, 2018

Re : Consent Agenda approval of 5-ton commercial weight limits
N 1250 Road from E 1500 Road to E 1750 Road
E 1750 Road from N 1250 Road to N 1300 Road

Wakarusa Township requests implementation of 5-ton commercial weight limits on N 1250 Road from E 1500 Road (Route 1055) to E 1750 Road, and on E 1750 Road (Noria Road) from N 1250 Road to N 1300 Road. Wakarusa Township plans to chip seal N 1250 Road at some point in time, but it is currently a rock surfaced road. It is being used by trucks unnecessarily as there are alternate routes available. E 1750 Road south of N 1300 Road is chip sealed, but is in poor condition. Similar to N 1250 Road, there are alternate routes that are more suitable for trucks.

The attached resolution establishes a 5 ton commercial weight limit on the above discussed road segments. The resolution does not restrict agricultural equipment or trucks delivering goods or services to properties along these road segments. However, this resolution does restrict trucks hauling soil, dirt, construction materials and debris whether or not they are hauling to or from properties along these road segments. Truck traffic hauling such materials is generated by mainly two properties along these routes. There are alternate, more suitable routes for trucks servicing both of these properties.

Action Required: Consent Agenda approval of a resolution establishing 5-ton commercial weight limits on N 1250 Road from E 1500 Road to E 1750 Road, and on E 1750 Road from N 1250 Road to N 1300 Road.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 5 TON WEIGHT LIMIT FOR
COMMERCIAL VEHICLES ON A PORTION OF N 1250 ROAD AND A
PORTION OF E 1750 ROAD, BOTH IN WAKARUSA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1912(c), local authorities may impose limitations as to the weight or size of trucks or other commercial vehicles for roads under their jurisdiction: Provided, that adjacent premises to such restricted roads may be served; and

WHEREAS, The Board of County Commissioners of Douglas County, Kansas, has determined that in the interest of the public health, safety and welfare, commercial vehicles weighing in excess of five (5) tons should not be allowed over the following described township roads, to-wit:

- (1) a portion of N 1250 Road, from its intersection with E 1500 Road (Route 1055) to its intersection with E 1750 Road, and
- (2) a portion of E 1750 Road, from its intersection with N 1250 Road to its intersection with N 1300 Road;

The centerlines of both portions are more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Section 17, Township 13 South, Range 20 East of the 6th P.M., thence East along the North Line of said Southwest Quarter 893 feet, more or less, to the intersection of N 1250 Road with E 1500 Road (Route 1055) and the Point of Beginning, thence continuing East along the North Line of said Southwest Quarter 1,737 feet, more or less, to the Northeast Corner of the Southwest Quarter of said Section 17, thence continuing east two miles along quarter section lines to the Southeast Corner of the Northwest Quarter of Section 15, Township 13 South, Range 20 East of the 6th P.M., thence North along the East line of the Northwest Quarter of said Section 15 one-half mile to the Northeast Corner of the Northwest Quarter of said Section 15, and terminating at said point;

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

Section 1. No commercial vehicles weighing in excess of five (5) tons shall be permitted on the above-described roads. This limitation shall not apply to agricultural vehicles or to commercial vehicles engaged in the delivery of goods or services at the request of owners or occupants of properties adjacent to the roads above described. However, the limitation shall apply to hauling of soil, rock, or other construction materials and debris to or from properties adjacent to the roads above described.

Section 2. Definitions. For the purpose of this resolution:

(a) "Commercial vehicles" shall include, but not be limited to, vehicles that are used for the transportation or delivery of freight, merchandise, soil, rock, or other construction materials or debris, including combination units of truck tractors or road tractors and trailers

or semitrailers. "Commercial vehicles" shall not include any vehicle owned or operated by the State of Kansas, Douglas County, or any other political subdivision.

(b) "Agricultural vehicles" shall include vehicles that are used for agricultural operations, including farm tractors, combines, fertilizer dispensing equipment or other farm machinery used for work upon farms.

This resolution shall become effective when appropriate signs giving notice thereof are erected upon the roads above described.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

ATTEST:

Michelle Derusseau, Member

County Clerk

Mike Gaughan, Member

RESOLUTION NO. _____

**A RESOLUTION PROHIBITING THE SALE OR FURNISHING OF CIGARETTES,
ELECTRONIC CIGARETTES, TOBACCO PRODUCTS OR LIQUID NICOTINE TO ANY
PERSON UNDER AGE 21**

WHEREAS, the Board of County Commissioners of the County of Douglas, Kansas desires to promote the public health, safety, and welfare of the citizens of Douglas County by reducing the health risks associated with cigarettes, electronic cigarettes, tobacco products or liquid nicotine for persons under the age of twenty-one (21);

WHEREAS, the Board of County Commissioners of the County of Douglas, Kansas intends to exercise its powers of home rule pursuant to K.S.A. 19-101a, does hereby resolve as follows:

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

SECTION 1: PURPOSE

The purpose of this Resolution is to promote the public health, safety, and welfare of the citizens of Douglas County by reducing the health risks associated with cigarettes, electronic cigarettes, tobacco products or liquid nicotine for persons under the age of twenty-one (21).

SECTION 2: DEFINITIONS

The words and phrases used in this Resolution shall have the same meanings as defined in K.S.A. 79-3301, and amendments thereto. For purposes of this Resolution, "Liquid Nicotine" shall mean the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

**SECTION 3: SALE OR FURNISHING OF CIGARETTES, ELECTRONIC CIGARETTES,
TOBACCO PRODUCTS OR LIQUID NICOTINE TO ANY PERSON UNDER AGE 21 IN THE
UNINCORPORATED AREA OF DOUGLAS COUNTY, KANSAS PROHIBITED; DEFENSES.**

- A. In the unincorporated area of Douglas County, Kansas, it is unlawful for any person to sell or furnish any cigarettes, electronic cigarettes, tobacco products or liquid nicotine to any person under the age of twenty-one (21); or to purchase any cigarettes, electronic cigarettes, tobacco products or liquid nicotine for any person under the age of twenty-one (21).
- B. It shall be a defense to prosecution under this Section if:
 - 1. The defendant is a licensed retail dealer or a person authorized by law to distribute samples; and
 - 2. The defendant sold or furnished the cigarettes, electronic cigarettes, tobacco products or liquid nicotine to the person under twenty-one (21) years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products; and
 - 3. To purchase or receive the cigarettes, electronic cigarettes, tobacco products or liquid

nicotine, the person under twenty-one (21) years of age exhibited to the defendant a driver's license, Kansas non-driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was twenty-one (21) or more years of age; or

4. The defendant engages in the lawful sale or furnishing of cigarettes, electronic cigarettes, tobacco products or liquid nicotine by mail and the defendant sold or furnished the cigarettes, electronic cigarettes, tobacco products or liquid nicotine to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was twenty-one (21) or more years of age.

- C. For purposes of this section, the person who violates this section shall be the individual directly selling or furnishing any cigarettes, electronic cigarettes, tobacco products or liquid nicotine to any person under twenty-one (21) years of age or the retail dealer who has actual knowledge of such selling or furnishing by such individual or both.

SECTION 4: ENFORCEMENT

Violations of any provision of this Resolution shall be punishable by a fine of Two Hundred Dollars (\$200.00).

SECTION 5: OTHER PROVISIONS

- A. Invalidity of Part: If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Resolution or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof.
- B. Effective Date: This Resolution shall take effect thirty (30) days after publication in the official County newspaper.

ADOPTED this ____ day of September, 2018

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

ATTEST:

Michelle Derousseau, Vice-Chair

Jameson D. Shew, County Clerk

Mike Gaughan, Member

OFFICE OF

Jim Martin, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168



THE SHERIFF

Gary Bunting, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: September 13, 2018

Subject: Request to Enter into Inmate Housing Contracts with Miami and Neosho Counties

The Sheriff's Office is requesting permission to enter into contracts with Miami and Neosho Counties for the purpose of housing Douglas County inmates. As the Commission is aware, the Douglas County Sheriff's Office typically houses 50 to 80 inmates daily in other facilities in Kansas due to overcrowding issues within the jail. It has become increasingly difficult to find other counties who are able to accept our inmates due to their own capacity and staffing levels. The addition of Miami and Neosho Counties would provide the Sheriff's Office with further options.

I recommend that the Board of County Commissioners approve this request to enter into inmate housing contracts with Miami and Neosho Counties. Undersheriff Gary Bunting and/or I will be available to answer any questions.

**AGREEMENT BETWEEN MIAMI COUNTY, KANSAS AND
DOUGLAS COUNTY, KANSAS FOR THE HOUSING OF INMATES
IN THE MIAMI COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this 1st day of June, 2018, by and between the Board of County Commissioners of Miami County, Kansas, hereinafter referred to as “Miami County”, in behalf of the Sheriff of Miami County, Kansas and the Board of County Commissioners of Douglas County, Kansas, hereinafter referred to as “Douglas County”, for the Sheriff of Douglas County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Douglas County jail, the Sheriff of Douglas County may wish to transfer one or more inmates to the Miami County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of Miami County is desirous of accepting and keeping in his custody such inmate(s) in the Miami County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2018, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Douglas County to have inmates housed in Miami County continuously or at all.

3. TERMINATION

This Agreement may be terminated by written notice of either party, provided that termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) day, Douglas County agrees to remove its inmates from the Miami County Adult Detention Center.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Douglas County: Douglas County Sheriff
111 E. 11th Street
Lawrence, Kansas 66044
(913) 841-0007

Contact Person: Sheriff Ken McGovern
Undersheriff Gary Bunting

Miami County: Miami County Sheriff
209 S. Pearl Street
Paola, Kansas 66071
(913) 294-3232

Contact Person: Sheriff Frank Kelly
Undersheriff Wayne Minckley

5. COMPENSATION

Miami County agrees to accept and house Douglas County inmates for compensation at the rate of Forty Dollars (\$45.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

6. FURLOUGHS AND PASSES

Miami County agrees that no furloughs or passes shall be granted to any inmate(s) so housed pursuant to this Agreement without written authorization by Douglas County.

7. INMATE ACCOUNTS

Miami County shall establish and maintain an account for each inmate received from Douglas County and shall credit to such account all money which is received from the inmate or from Douglas County in behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Miami County or indefinite release to the Court, the inmate's money shall be transferred to the inmate's account in care of Douglas County or to the inmate if the inmate is released directly from the Miami County jail.

8. RESPONSIBILITY FOR INMATES CUSTODY

It shall be the responsibility of Miami County to confine the inmate(s); to provide treatment, including the furnishing of adequate nutrition and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that

nothing herein shall be construed to require Miami County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

9. INSURANCE

Douglas County shall maintain a liability insurance policy with an insurance company authorized to sell policies in the State of Kansas or that is otherwise acceptable to Miami County. Such coverage shall cover the operations of the jail and law enforcement activities of Douglas County. Upon execution of this Agreement and each renewal thereof, Douglas County shall provide a Certificate of Insurance to Miami County certifying the existence of said insurance coverage in an amount not less than \$1,000,000.00 per occurrence.

10. MEDICAL SERVICES

(a) The Sheriff of Miami County shall provide inmates from Douglas County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Douglas County; provided, that Miami County shall make every reasonable effort to advise and consult with Douglas County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by Miami County for Douglas County to review at their request. Any medical or dental services of major consequence shall be reported to Douglas County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Douglas County agrees to compensate Miami County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Douglas County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

11. DISCIPLINE

Miami County shall have physical control over and power to execute disciplinary authority over all inmates from Douglas County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

12. RECORDS AND REPORTS

(a) Douglas County shall forward to Miami County before or at the time of delivery of inmates: an admission classification, a report outlining the inmates social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) Miami County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the Miami County jail, Douglas County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

13. REMOVAL FROM THE JAIL

An inmate of Douglas County legally confined in Miami County shall not be removed from there by any person without a written order from Douglas County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other

catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of Miami County. In the event of any removal for such an emergency cause, Miami County shall inform Douglas County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall excuse all reasonable care for the safe keeping and custody of such inmate or inmates.

14. ESCAPES

In the event any inmate shall escape from custody in Miami County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Douglas County. Miami County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by Douglas County.

15. DEATH OF AN INMATE

(a) In the event of a death of an inmate from Douglas County, the Medical Examiner, Coroner or other officials having the duties of such an officer in Miami County shall be notified. Douglas County shall receive copies of any records made at or in connection with such notification.

(b) Miami County shall immediately notify Douglas County of the death of an inmate, furnish information as requested, and follow the instructions of Douglas County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Douglas County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Douglas County and Miami County may arrange to have Douglas County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Douglas County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Douglas County shall receive a certified copy of the death certificate for any of its inmates who have died while in Miami County custody.

16. RETAKING OF INMATES

Douglas County will retake any inmate, upon request of Miami County, within ten (10) days after receipt of such request to retake. In the event the confinement of any of the said inmates is terminated for any reason, Douglas County agrees to accept delivery of the inmate at Miami County, and at its expense, return such inmate to the jurisdiction of Douglas County.

17. PHOTOGRAPHING AND PUBLICITY

Miami County shall not be authorized to release publicity concerning inmates from Douglas County. Miami County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Request for information regarding Douglas County inmates shall be referred to Douglas County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to the press by Miami County.

18. RESPONSIBILITY FOR LEGAL PROCEEDINGS

Provided the terms of this Agreement have not been breached by Miami County, Douglas County agrees to indemnify Miami County for any judgment, liability or damages not covered by insurance arising from

any action or proceeding involving the custody of any inmates from Douglas County, provided that any such action or proceeding does not result from any intentional, willful or negligent act on the part of Miami County or any officer or employee thereof.

19. JAIL ADMINISTRATION AND MANAGEMENT

Miami County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Douglas County of any material changes in the physical structure or procedures of the operation of the jail.

20. BILLING AND PAYMENT.

Miami County agrees to provide Douglas County with an itemized bill, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. Miami County agrees to send said bill each month. Douglas County agrees to make payment to Miami County on or about first (1st) day of each month for the amount billed for the previous calendar month. This payment will be set as anytime within a 30-day period after receipt of the bill.

21. RIGHT TO REFUSE

(a) Miami County shall have the right to refuse to accept any inmate(s) from Douglas County when, in the opinion of Miami County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) Miami County shall further have the right to refuse to accept any inmate(s) from Douglas County who, in judgment of Miami County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

22. TRANSPORTATION

Douglas County prisoners incarcerated in Miami County pursuant to this Agreement shall be transported to Miami County by and at the expense of Douglas County and shall be returned, if necessary, to Douglas County by Douglas County personnel and at Douglas County expense. Miami County is not responsible for transportation of Douglas County prisoners under this Agreement and shall be reimbursed by Douglas County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by Miami County personnel becomes necessary.

21. MISCELLANEOUS

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
MIAMI COUNTY, KANSAS

Phil Dixon, Chairman

SHERIFF OF MIAMI COUNTY

Frank Kelly, Sheriff

ATTEST:

Janet White, Miami County Clerk

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chairman

SHERIFF OF DOUGLAS COUNTY

Kenneth McGovern, Sheriff

ATTEST:

Jamie Shew, Douglas County Clerk

**AGREEMENT BETWEEN NEOSHO COUNTY, KANSAS AND
DOUGLAS COUNTY, KANSAS FOR THE HOUSING OF INMATES
IN THE NEOSHO COUNTY ADULT DETENTION CENTER**

THIS AGREEMENT, made and entered into this 1st day of June, 2018, by and between the Board of County Commissioners of Neosho County, Kansas, hereinafter referred to as “Neosho County”, in behalf of the Sheriff of Neosho County, Kansas and the Board of County Commissioners of Douglas County, Kansas, hereinafter referred to as “Douglas County”, for the Sheriff of Douglas County, Kansas, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, each Sheriff is authorized by law to have charge and custody of the County jail and all the prisoners or inmates therein; and

WHEREAS, in the event of overcrowding in the Douglas County jail, the Sheriff of Douglas County may wish to transfer one or more inmates to the Neosho County Adult Detention Center as a place of confinement for the incarceration of one or more inmates lawfully committed to his custody; and

WHEREAS, the Sheriff of Neosho County is desirous of accepting and keeping in his custody such inmate(s) in the Neosho County Adult Detention Center for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes any county to contract with any other county to perform governmental services, activities or undertakings which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A. 12-2908, as amended.

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except when expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to an inmate confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from the date hereof and end December 31, 2018, subject to earlier termination as provided by Section 3 herein. This Agreement may be renewed for like successive periods by written addendum by the parties hereto under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to require Douglas County to have inmates housed in Neosho County continuously or at all.

3. TERMINATION

This Agreement may be terminated by written notice of either party, provided that termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) day, Douglas County agrees to remove its inmates from the Neosho County Adult Detention Center.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Douglas County: Douglas County Sheriff
111 E. 11th Street
Lawrence, Kansas 66044
(913) 841-0007

Contact Person: Sheriff Ken McGovern
Undersheriff Gary Bunting

Neosho County: Neosho County Sheriff
402 E State Street
Erie, Kansas 66733
(620) 244-3884

Contact Person: Sheriff Jim Keath

5. COMPENSATION

Neosho County agrees to accept and house Douglas County inmates for compensation at the rate of Forty Dollars (\$40.00) per day per inmate. A day shall be defined as any 24-hour consecutive period or any part of a day exceeding a four (4) hour period.

6. FURLOUGHS AND PASSES

Neosho County agrees that no furloughs or passes shall be granted to any inmate(s) so housed pursuant to this Agreement without written authorization by Douglas County.

7. INMATE ACCOUNTS

Neosho County shall establish and maintain an account for each inmate received from Douglas County and shall credit to such account all money which is received from the inmate or from Douglas County in behalf of the inmate, and shall make disbursements debiting such account for expenditures for the inmate's personal needs. At the termination of this Agreement, the inmate's death, release from confinement or return to either Neosho County or indefinite release to the Court, the inmate's money shall be transferred to the inmate's account in care of Douglas County or to the inmate if the inmate is released directly from the Neosho County jail.

8. RESPONSIBILITY FOR INMATES CUSTODY

It shall be the responsibility of Neosho County to confine the inmate(s); to provide treatment, including the furnishing of adequate nutrition and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs, to retain them in said custody; to supervise them; to provide conditions of confinement and treatment in compliance with all constitutionally protected rights of prisoners, to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed, provided that

nothing herein shall be construed to require Neosho County, or any of its agents to provide treatment, facilities, or programs for any inmate(s) confined pursuant to this Agreement which it does not provide for similar inmates not confined pursuant to this Agreement.

9. INSURANCE

Douglas County shall maintain a liability insurance policy with an insurance company authorized to sell policies in the State of Kansas or that is otherwise acceptable to Neosho County. Such coverage shall cover the operations of the jail and law enforcement activities of Douglas County. Upon execution of this Agreement and each renewal thereof, Douglas County shall provide a Certificate of Insurance to Neosho County certifying the existence of said insurance coverage in an amount not less than \$1,000,000.00 per occurrence.

10. MEDICAL SERVICES

(a) The Sheriff of Neosho County shall provide inmates from Douglas County with medical and dental treatment consistent with constitutionally protected rights of confined persons, the financial burden of which shall be borne by Douglas County; provided, that Neosho County shall make every reasonable effort to advise and consult with Douglas County prior to the rendering of such medical and dental services.

(b) An adequate record of all such services will be kept by Neosho County for Douglas County to review at their request. Any medical or dental services of major consequence shall be reported to Douglas County as soon as time permits, for further consideration, which may be beneficial to both parties.

(c) Should medical or dental services require hospitalization, Douglas County agrees to compensate Neosho County dollar for dollar any amount expended or cost incurred in providing the same; provided that nothing herein shall preclude Douglas County from retaking the ill or injured inmate(s) and seeking the necessary medical attention.

11. DISCIPLINE

Neosho County shall have physical control over and power to execute disciplinary authority over all inmates from Douglas County, but nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws of the State of Kansas or the procedural and substantive due process rights guaranteed by the Constitution of the United States.

12. RECORDS AND REPORTS

(a) Douglas County shall forward to Neosho County before or at the time of delivery of inmates: an admission classification, a report outlining the inmates social background, medical, psychiatric, education and vocational findings and indications of any special consideration or treatment programs that have been recommended or prescribed.

(b) Neosho County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During the inmate's confinement in the Neosho County jail, Douglas County shall be entitled to receive, and upon request be furnished with, copies of any such report or record.

13. REMOVAL FROM THE JAIL

An inmate of Douglas County legally confined in Neosho County shall not be removed from there by any person without a written order from Douglas County. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other

catastrophic condition presenting an eminent danger to the safety of the inmate, or to the inmates or personnel of Neosho County. In the event of any removal for such an emergency cause, Neosho County shall inform Douglas County of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall excuse all reasonable care for the safe keeping and custody of such inmate or inmates.

14. ESCAPES

In the event any inmate shall escape from custody in Neosho County, said County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Douglas County. Neosho County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable and borne by Douglas County.

15. DEATH OF AN INMATE

(a) In the event of a death of an inmate from Douglas County, the Medical Examiner, Coroner or other officials having the duties of such an officer in Neosho County shall be notified. Douglas County shall receive copies of any records made at or in connection with such notification.

(b) Neosho County shall immediately notify Douglas County of the death of an inmate, furnish information as requested, and follow the instructions of Douglas County with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Douglas County. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by Douglas County and Neosho County may arrange to have Douglas County take care of burial and all matters related to or incidental thereto, and all such expenses shall be paid by Douglas County. The provisions of this paragraph shall govern only the relations between or among the parties thereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Douglas County shall receive a certified copy of the death certificate for any of its inmates who have died while in Neosho County custody.

16. RETAKING OF INMATES

Douglas County will retake any inmate, upon request of Neosho County, within ten (10) days after receipt of such request to retake. In the event the confinement of any of the said inmates is terminated for any reason, Douglas County agrees to accept delivery of the inmate at Neosho County, and at its expense, return such inmate to the jurisdiction of Douglas County.

17. PHOTOGRAPHING AND PUBLICITY

Neosho County shall not be authorized to release publicity concerning inmates from Douglas County. Neosho County shall not release personal history or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Request for information regarding Douglas County inmates shall be referred to Douglas County. However, information permitted by the Kansas Open Records Act, K.S.A. 45-221 et seq., the Criminal History Record Information Act, K.S.A. 22-4701 et seq. and all other applicable state and federal statutes and rules and regulations which is not otherwise privileged, may be disclosed or given directly to the press by Neosho County.

18. RESPONSIBILITY FOR LEGAL PROCEEDINGS

Provided the terms of this Agreement have not been breached by Neosho County, Douglas County agrees to indemnify Neosho County for any judgment, liability or damages not covered by insurance arising

from any action or proceeding involving the custody of any inmates from Douglas County, provided that any such action or proceeding does not result from any intentional, willful or negligent act on the part of Neosho County or any officer or employee thereof.

19. JAIL ADMINISTRATION AND MANAGEMENT

Neosho County and its Sheriff further represent and warrant that its jail facility and its administration and management of inmates substantially complies with all constitutionally guaranteed rights of confined prisoners and will continue to comply throughout the term of this Agreement and further agree to notify Douglas County of any material changes in the physical structure or procedures of the operation of the jail.

20. BILLING AND PAYMENT.

Neosho County agrees to provide Douglas County with an itemized bill, listing all names of inmates who were housed, total number of days housed, the medical expenses (if any) for each inmate and the dollar amount for each. Neosho County agrees to send said bill each month. Douglas County agrees to make payment to Neosho County on or about first (1st) day of each month for the amount billed for the previous calendar month. This payment will be set as anytime within a 30-day period after receipt of the bill.

21. RIGHT TO REFUSE

(a) Neosho County shall have the right to refuse to accept any inmate(s) from Douglas County when, in the opinion of Neosho County, its inmate census is at capacity or so near capacity that there is substantial risk, through usual operation of the jail, the legal capacity limits of the jail might be reached or exceeded.

(b) Neosho County shall further have the right to refuse to accept any inmate(s) from Douglas County who, in judgment of Neosho County, has a history of serious medical problems or who presents a substantial risk of escape from jail or a substantial risk of injury to other persons or property.

22. TRANSPORTATION

Douglas County prisoners incarcerated in Neosho County pursuant to this Agreement shall be transported to Neosho County by and at the expense of Douglas County and shall be returned, if necessary, to Douglas County by Douglas County personnel and at Douglas County expense. Neosho County is not responsible for transportation of Douglas County prisoners under this Agreement and shall be reimbursed by Douglas County for any actual expenses incurred in transport of an inmate(s) if, in fact, transportation of an inmate(s) by Neosho County personnel becomes necessary.

21. MISCELLANEOUS

This Agreement contains the entire agreement of the parties hereto and all prior agreements, negotiations, and discussions are merged herein. This Agreement may not be modified except by a written modification signed by both parties hereto. Any determination by a Court that one term or provision of this Agreement is invalid or unenforceable shall not void or invalidate the entire agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NEOSHO COUNTY, KANSAS

Chairman

SHERIFF OF NEOSHO COUNTY

James Keath, Sheriff

ATTEST:

Randal Neely, Neosho County Clerk

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chairman

SHERIFF OF DOUGLAS COUNTY

Kenneth McGovern, Sheriff

ATTEST:

Jamie Shew, Douglas County Clerk