

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, OCTOBER 24, 2018

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of Resolution to establish benefit district for Queens Road (Charles Soules); and
- (c) Consent Agenda approval of KDOT agreement for Local Road Safety Plan (Keith Browning)

REGULAR AGENDA

- (2) Study session on Behavioral Health System data (Bob Tryanski, Director of Behavioral Health Projects; Ava Trahan, Director, Data Analytics LMH Health; Dan Partridge, Public Health Director)
- (3) KDOT presentation concerning status of SLT from Route 438 to US-59 highway and Supplemental Environmental Impact Statement process (Keith Browning)
- (4) (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 open (edu); (1) 08/31/18
- (f) Fire District No. 2 (2) positions
- (g) JAAA Advisory Council (2) position
- (h) JAAA Board of Directors (1) position
- (i) Joint Economic Development Council (2) positions
- (j) Lawrence-Douglas County Advocacy Council on Aging (2) open positions
- (k) MPO Bicycle Advisory Committee (1) position
- (l) Mental Health Board (1) position 04/18
- (m) Property Crimes Compensation Board (1) position
- (n) Senior Resource Center (1) position 12/31/18
- (c) Public Comment
- (d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (5) Site plan, SP-18-00407, for construction of a 12,400 seed distribution warehouse, *Grain Storage Structure*, located on approximately 29.95 acres in the southwest corner of the intersection of E. 2100 and N. 200 Roads. Submitted by Acheson Properties, LLC, property owner of record. Mary Miller is the Planner.
- (6) Adjourn

WEDNESDAY, OCTOBER 31, 2018 – light or cancelled

WEDNESDAY, NOVEMBER 7, 2018

WEDNESDAY, NOVEMBER 14, 2018

THURSDAY, NOVEMBER 15, 2018

-9:00 a.m. – Election Canvass

WEDNESDAY, NOVEMBER 21, 2018 – 4 p.m. only

WEDNESDAY, NOVEMBER 28, 2018

WEDNESDAY, DECEMBER 5, 2018 – 4 p.m. only

***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.*

Memorandum

City of Lawrence

Municipal Services & Operations

TO: Douglas County Commission
CC: David Cronin, Keith Browning, Craig Weinaug, Gina Riekhof
FROM: Charles Soules
DATE: October 15, 2018
RE: Resolution Consenting to the Construction of Certain Improvements within the County by the City of Lawrence

Background

The City of Lawrence plans to construct Queens Road from West 6th Street to Eisenhower Drive. The project is being funded with a benefit district. Attached is a map of the proposed benefit district (Attachment A). The project details include:

Project Limits – Queens Road from 6th Street to Eisenhower Drive

Project Description – Two lane street with curb and gutters, and storm sewer Roundabout at Overland Drive

Bike lanes and sidewalk/multiuse path

Estimated cost - \$4,830,760.00

Method of assessment – Equally per square footage

Apportionment of cost – 100% of the costs will be assessed to the benefit district except for the additional street width for bike lanes (\$226,000.00) and additional width for multiuse path (\$122,250.00). The City at large will also contribute an additional \$290,000.00 bringing the total City share to \$638,250.00.

A portion of the Right of Way at the northern end of the project is outside the City limits and lies within the County (Attachment B). Kansas statutes allow cities to make improvements in unincorporated areas within three miles of the corporate limits of the City.

The adjacent property owner, Graycliff Holdings, L.C., 1677 E 1000 Road, has also agreed to be included within the improvement district (Attachment C).

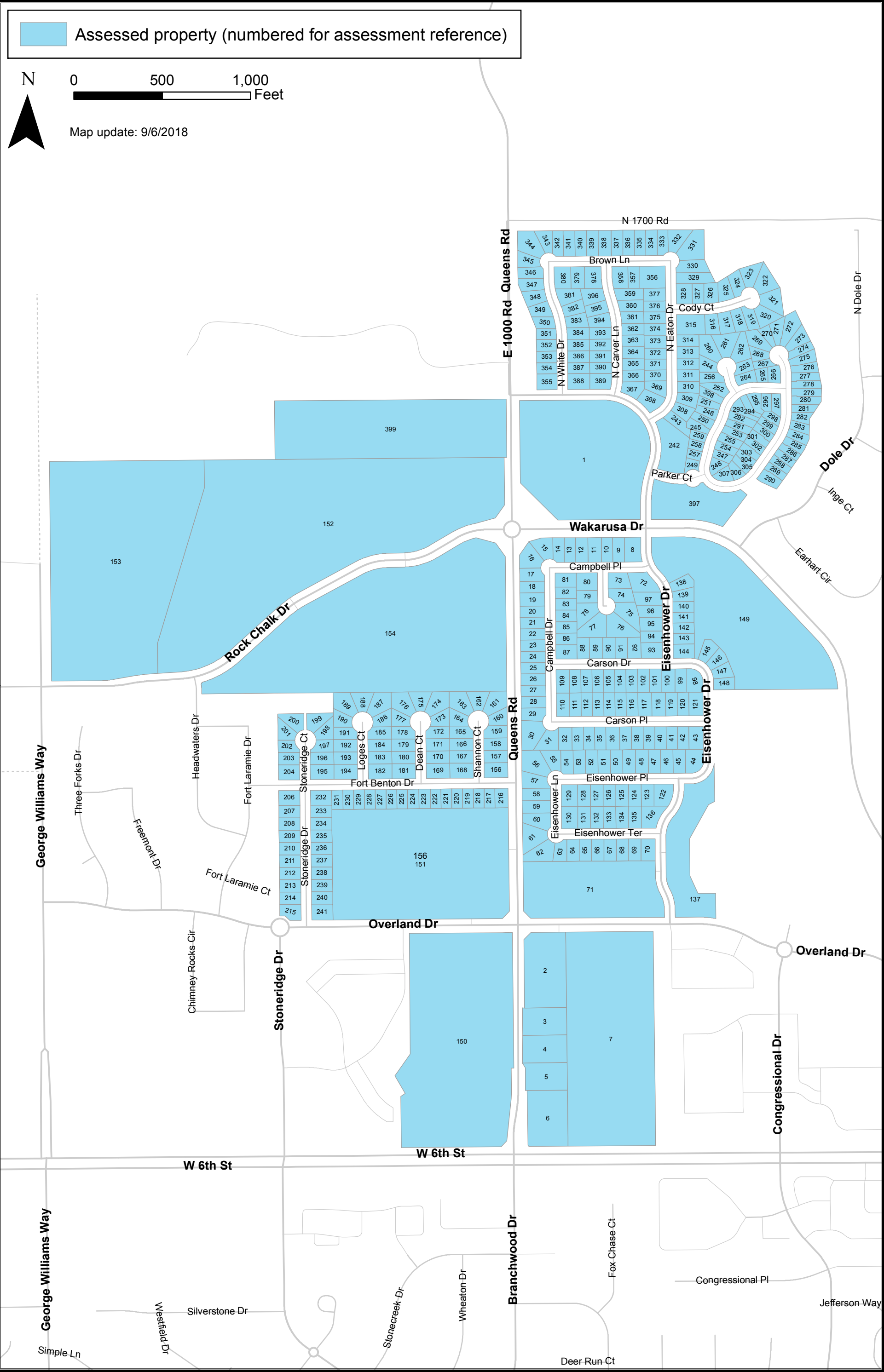
The City of Lawrence would request approval by the County Commission of the attached resolution providing consent to the City to make the improvements and allocate the costs as described (Attachment D).

The proposed improvements will be paid by the City of Lawrence and through special assessments to the properties in the benefit district area, there is no cost to the County. The City of Lawrence will maintain the improvements.

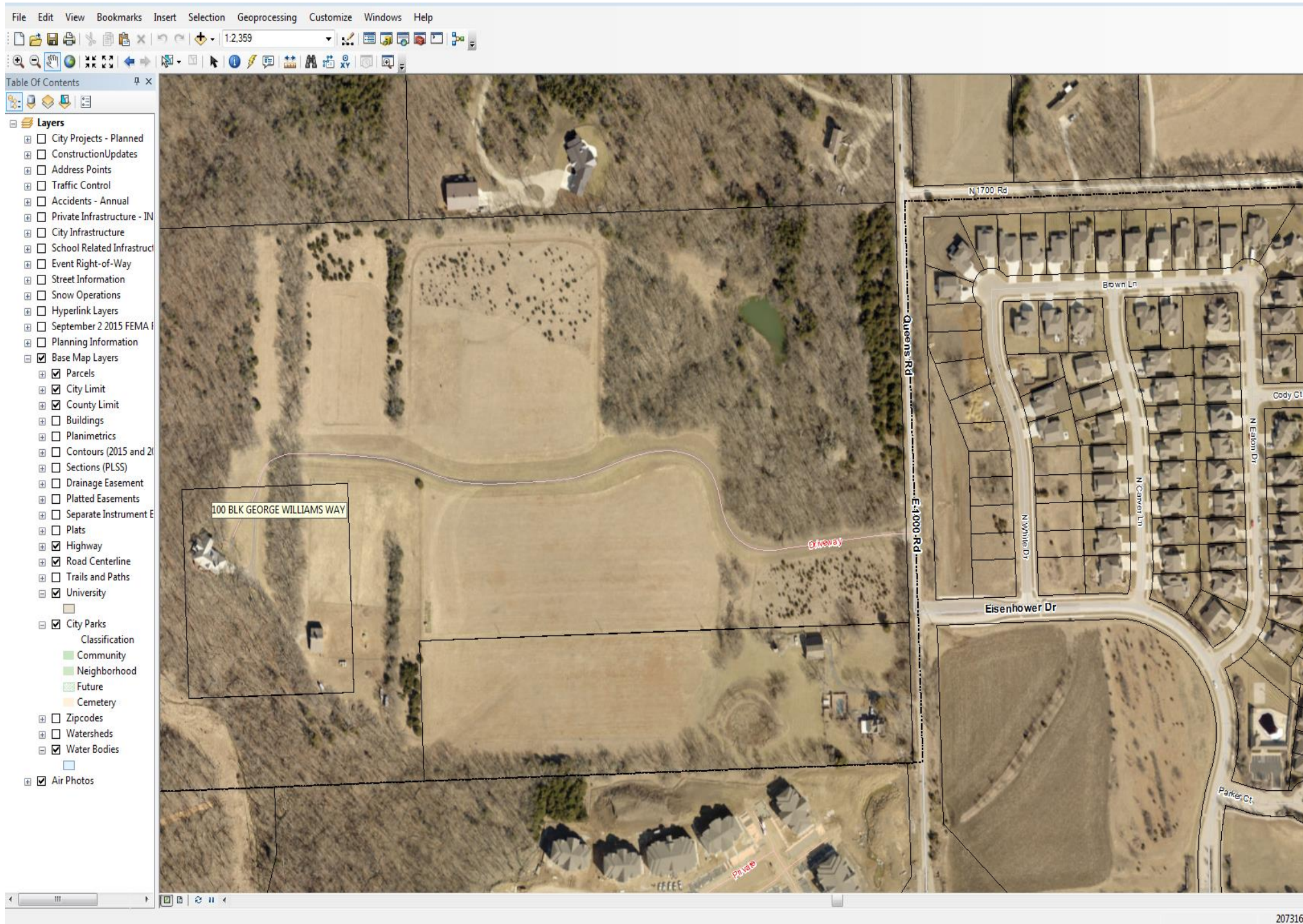
Action Requested: The City of Lawrence requests the Douglas County Commission to approve the Resolution consenting to the construction of certain improvements within the County by the City of Lawrence, Kansas.

Exhibit A - Street Improvement District

Queens Road from West 6th Street to Eisenhower Drive, Street Improvements



Attachment B



**CONSENT TO BE INCLUDED IN IMPROVEMENT DISTRICT
AND WAIVER OF ASSESSMENT PROCEEDINGS**

**TO THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY
COMMISSION OF THE CITY OF LAWRENCE, KANSAS:**

WHEREAS, the City of Lawrence, Kansas has requested that the undersigned consent to the inclusion of the Property in the Queens Road District and the Signal District (all as defined below) and has requested that the undersigned execute this instrument, and

WHEREAS, the undersigned has agreed to execute this instrument at the City's request,

NOW, THEREFORE, I, the undersigned, authorized officer of Graycliff Holdings, L.C., a Kansas limited liability company (the "Owner"), owner of record of property described in the signature block below (the "Property"), do hereby consent to and acquiesce that the Governing Body of the City of Lawrence, Kansas (the "City") may include the Property in the improvement districts shown on the maps attached hereto as **Exhibit A** (the "Queens Road District") and **Exhibit B** (the "Signal District") for the purpose of making the following improvements (collectively, the "Improvements") in the manner provided by K.S.A. 12-6a01, *et seq.* and K.S.A. 12-693 (together, the "Act"):

The Queens Road District Summary

The Improvements: The construction of Queens Road from 6th Street to Eisenhower Drive, including street, curb and gutter, sidewalks, bike lanes, shared use path, storm sewer, water main, sanitary sewer relocation, and roundabout, and any necessary and appurtenant improvements, all in accordance with City standards and specifications prepared or approved by the City (the "Street Improvements"). A depiction of the improvements adjacent to the Property and part of the Queens Road District is attached hereto as **Exhibit C**.

Estimated Cost: The estimated total cost of the Street Improvements is \$4,830,760 (to be increased at the pro rata rate of 1 percent per month from and after the adoption of a resolution creating the Queens Road District), plus costs of issuance and plus costs of interest on any temporary financing.

Method of Assessment: Equally per square foot against all property within the proposed Queens Road District.

Allocation of Costs: The City-at-large will pay the first \$290,000 of the Street Improvement costs, plus all costs allocable to an additional 10 feet in width to Queens Road for the construction of a bike lane and an additional 5 feet in width to the sidewalk to be constructed along Queens Road for the construction of a shared use path. Such costs allocable to the bike lane and shared use path to be paid by the City are estimated to be \$348,250. Thus, the total estimated City-at-large contribution to the costs of the Street Improvements is approximately \$638,250. 100% of the balance of the Street Improvement costs, or approximately \$4,192,510 will be assessed against the Queens Road District equally per square foot within the Queens Road District.

The Signal District Summary

The Improvements: The installation of a traffic signal at 6th Street and Queens Road, including signals, poles and mast arms, controller, emergency vehicle detection system, video detection, sidewalks, handicap ramps, pedestrian crossing, curb and gutter, and pavement marking (the "Signal Improvements").

Estimated Cost: The estimated total cost of the Signal Improvements is \$450,000 (to be increased at the pro rata rate of 1 percent per month from and after the adoption of a resolution creating the Signal District), plus costs of issuance and plus costs of interest on any temporary financing.

Method of Assessment: Equally per square foot against all property within the proposed Signal District.

Allocation of Costs: 100% of the Signal Improvement costs will be assessed against the Signal District and 0% will be paid by the City at Large.

Provided that the Queens Road District improvements remain consistent with the scope described above and the improvements shown on **Exhibit C**, the Owner consents to and acquiesces that the Improvements may be made without notice and hearing as provided by K.S.A. 12-6a04(a) and hereby waives any and all notice and protest rights granted under the Act or otherwise provided by law and the Constitution of the State of Kansas.

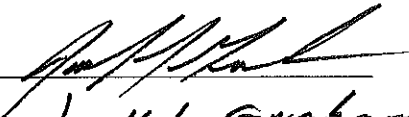
After being advised of the Owner's right to a public hearing and other matters related to the Improvements, the Owner hereby agrees to the following:

1. Waiver of formal notice of and the holding of a public hearing by the governing body of the City for the purpose of considering the advisability of the District, the Improvements and considering special assessments against the Property, to the extent consistent with the above and foregoing descriptions of the District;
2. Waiver of the twenty (20) day period after publication of the resolution of the City ordering the Improvements to contest the District;
3. Consent to the levy of special assessments against the Property in an amount not to exceed the Assessment Cap set forth below (the "Special Assessment") by appropriate proceedings of the governing body of the City;
4. Waiver of the thirty (30) day period after publication of the ordinance of the City levying assessments to contest the levy of the Special Assessment.

The Owner shall have the same rights to prepayment of the Special Assessments, at the Owner's option, as all other property owners in the Queens Road District or the Signal District. All costs to be paid by the City to the Owner for acquisition of easements necessary to construct the Street Improvements shall be credited to the Owner as a prepayment of Special Assessments due for the Queens Road District. Owner reserves all rights and process related to the dedication or condemnation of any such easements.

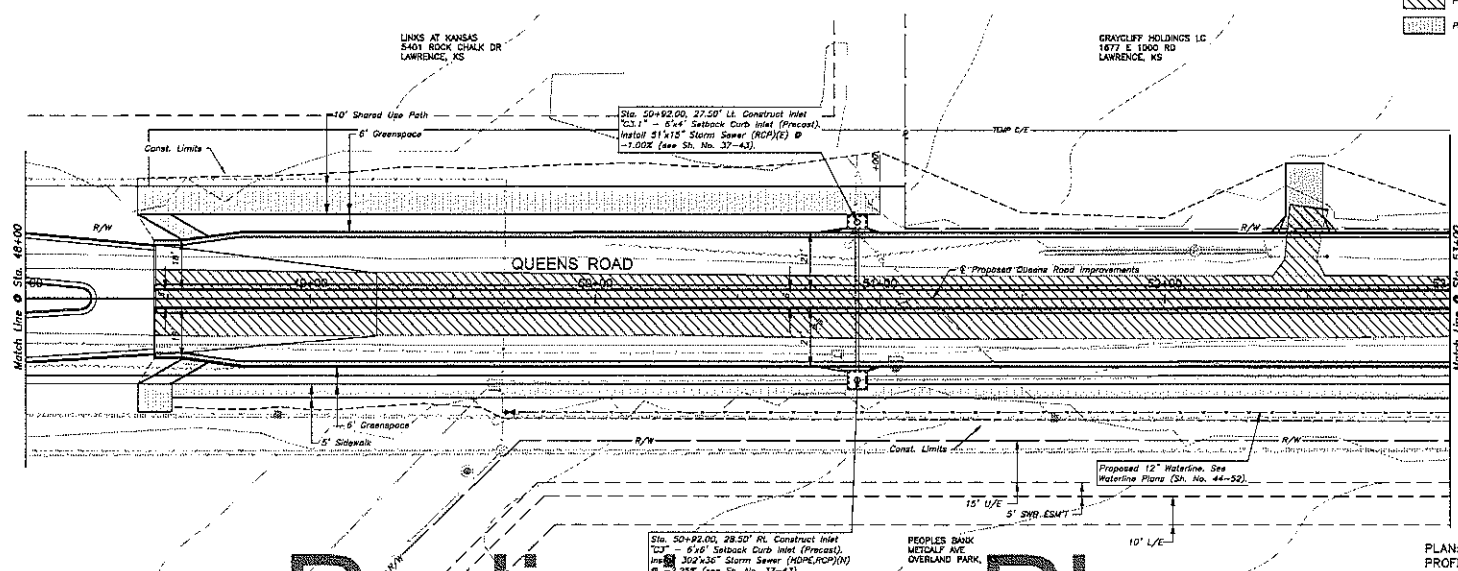
This Request and consent is given contingent on the City granting to the Owner and the Property the right to delay payment of the Special Assessment for a period of not to exceed 10 years or until such Property is platted or developed, whichever occurs first. As used in the preceding sentence, the term "developed" shall exclude the remodeling, renovation, expansion, demolition, replacement, construction or reconstruction of: (i) the dwelling and/or (ii) any accessory structures on the Property. Upon the conclusion of the delayed period, the Property shall be subject to payment of Special Assessments in annual installments over a period of 10 years.

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Signature:	GRAYCLIFF HOLDINGS, L.C. By: <u></u> Name: <u>Jack H. Graham</u> Title: <u>Managing Partner</u>
Assessment Cap:	For the Queens Road District: \$170,431.83 plus interest For the Signal District: \$15,904.25 plus interest
Property Owned and Liable for Assessment:	The South ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 12 South, Range 19 East of the 6 th P.M., in Douglas County, Kansas.

This is a detailed street map of a residential neighborhood in Madison, Wisconsin. The map is oriented with North at the top. Major roads include George Williams Way running vertically on the left, E 1000 Rd and E 1700 Rd running horizontally at the top, and W 6th St running horizontally at the bottom. A central vertical road is labeled 'Queens Rd'. To the right, 'Congressional Dr' runs vertically. The map shows a dense network of streets, including Wakarusa Dr, Eisenhower Dr, Overland Dr, Fort Laramie Dr, Fort Benton Dr, and several smaller streets like Brown Ln, Cody Ct, and Parker Ct. Many streets are lined with residential lots, some of which are numbered. Some areas are marked as 'Private'. The map also shows a 'Driveway' and a 'Private' area near the bottom right.

EXHIBIT B – IMPROVEMENTS ADJACENT TO SUBJECT PROPERTY



LEGEND

Pavement Removal

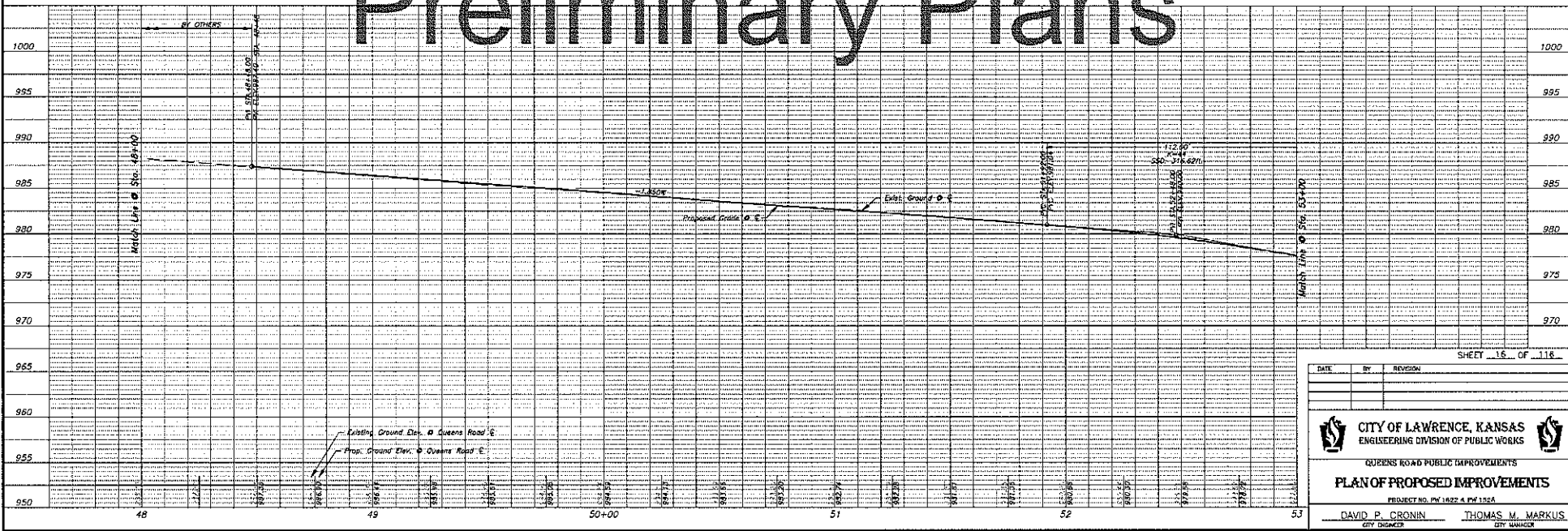
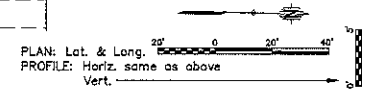
Proposed Concrete

Plans Prepared by:
BG #16-1217L



Jason Haskinson, PE, PTOE
PROJECT ENGINEER

Preliminary Plans



SHEET 16 OF 116

DATE	BY	REVISION

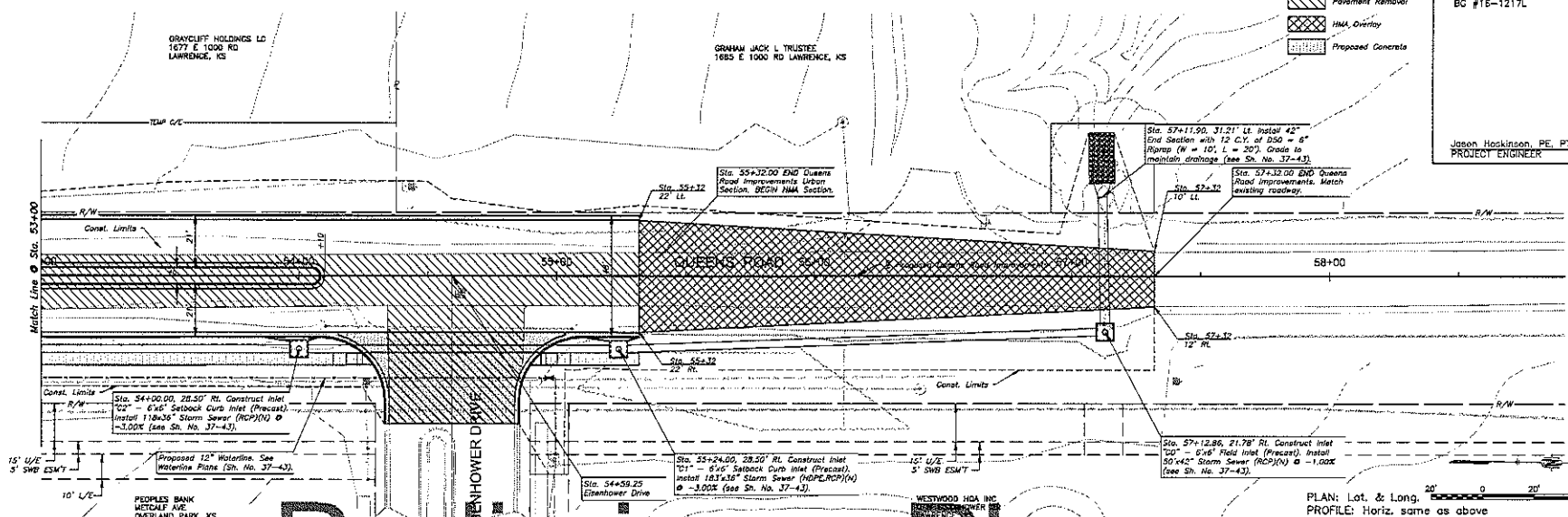
CITY OF LAWRENCE, KANSAS
ENGINEERING DIVISION OF PUBLIC WORKS

QUEENS ROAD PUBLIC IMPROVEMENTS

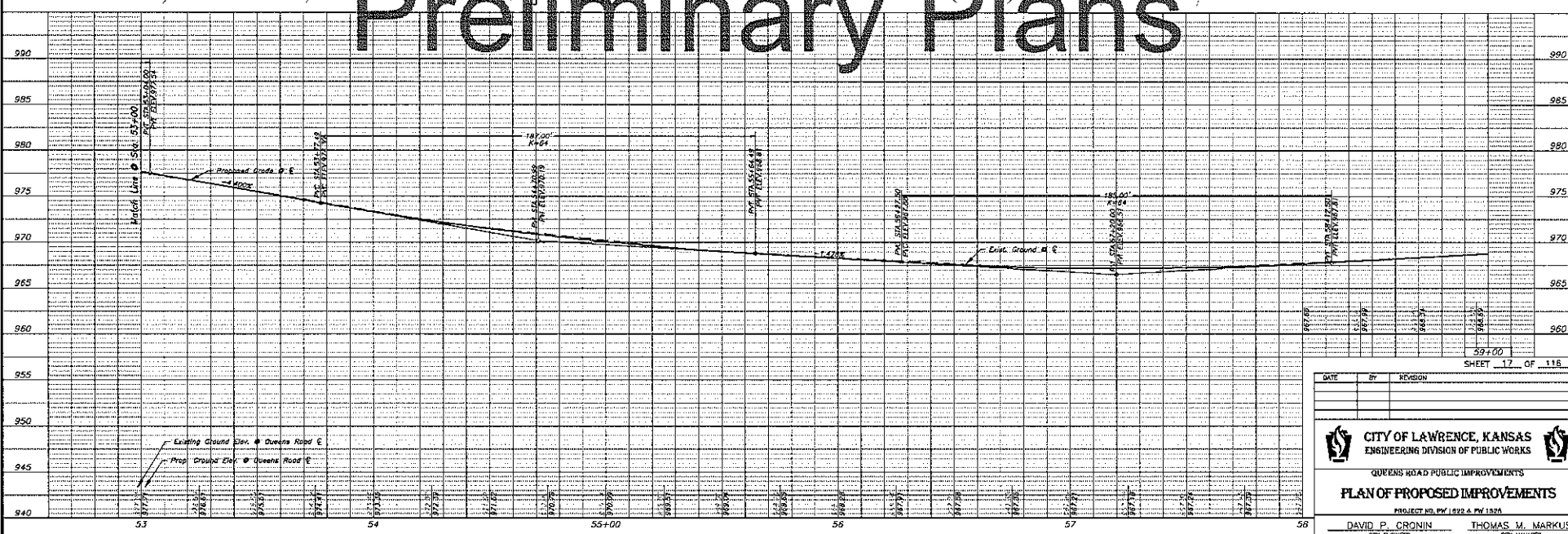
PLAN OF PROPOSED IMPROVEMENTS

PROJECT NO. PW 1422 & PW 1424

DAVID P. CRONIN CITY ENGINEER THOMAS M. MARKUS CITY MANAGER



Preliminary Plans



DATE: _____ BY: _____ REVISION: _____

CITY OF LAWRENCE, KANSAS
ENGINEERING DIVISION OF PUBLIC WORKS

QUEENS ROAD PUBLIC IMPROVEMENTS
PLAN OF PROPOSED IMPROVEMENTS

PROJECT NO. PW 1392 & PW 1393
DAVID P. CRONIN CITY ENGINEER THOMAS M. MARKUS CITY MANAGER

Attachment D

**EXCERPT OF MINUTES OF A MEETING
OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
HELD ON _____, 2018**

The Board of County Commissioners (the "Board") of Douglas County, Kansas, met in regular session at the usual meeting place at 6:00 p.m., the following members being present and participating, to-wit:

Absent:

The Chairman declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION CONSENTING TO THE CONSTRUCTION OF CERTAIN
IMPROVEMENTS WITHIN THE COUNTY BY THE CITY OF LAWRENCE,
KANSAS.**

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the Board, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Chairman declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by each Commissioner and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Board of County Commissioners of Douglas County, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE CONSTRUCTION OF CERTAIN IMPROVEMENTS WITHIN THE COUNTY BY THE CITY OF LAWRENCE, KANSAS.

WHEREAS, K.S.A. 12-693 (the “Act”), as amended, authorizes cities to make improvements authorized by and in the manner provided for in the general improvement and assessment law contained in K.S.A. 12-6a01 *et seq.*, in the unincorporated areas within three miles of the corporate limits of such cities; and

WHEREAS, the City of Lawrence, Kansas (the “City”) desires to improve Queens Road from 6th Street to Eisenhower Drive, including the construction of Queens Road from 6th Street to Eisenhower Drive, including street, curb and gutter, sidewalks, bike lanes, shared use path, storm sewer, water main, sanitary sewer relocation, and roundabout, and any necessary and appurtenant improvements, all in accordance with City standards (collectively, the “Improvements”); and

WHEREAS, a portion of the Improvements will be located outside of but within three miles of the corporate limits of the City, and which consist of improvements to portions of Queens Road that lies on the corporate boundary limits of the City, as depicted on ***Exhibit A*** attached hereto, including construction of the western half of Queens Road, curb and gutter, storm sewer, and bike lanes from the northern City limits approximately 425 feet north to Eisenhower Drive, and all related and necessary improvements; and

WHEREAS, the City desires to establish an improvement district pursuant to KSA 12-6a01 *et seq.* and K.S.A. 12-693 to finance the costs of the Improvements, with the boundaries of such improvement district as depicted on ***Exhibit B*** attached hereto (the “Improvement District”); and

WHEREAS, the Board of County Commissioners (the “Board”) of Douglas County, Kansas (the “County”) has received a certain Consent to be Included in Improvement District and Waiver of Assessment Proceedings dated as of _____, 2018, signed by Graycliff Holdings, L.C. (“Graycliff”), in which Graycliff, as a property owner located outside of the City limits but within the County, requests to be included in the Improvement District and waives certain rights related thereto; and

WHEREAS, the County hereby consents to the City making such Improvements, and to allocating the costs of the Improvements as described herein, all as provided by the Act and K.S.A. 12-693(c).

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

Section 1. Consent. The Board consents to the City constructing the Improvements within the County.

Section 2. Project Financing. The County acknowledges that the total estimated costs of the Improvements is approximately \$4,830,60 (to be increased at the pro rata rate of 1 percent per month from and after the time the City adopts a resolution establishing the Improvement District). The County consents to the allocation of the costs of the Improvements, as follows:

- (a) The County shall not pay any costs;
- (b) The City-at-large shall contribute approximately \$638,250; and

- (c) The balance of the costs of the Improvements (approximately \$4,192,510) shall be assessed equally per square foot within the boundaries of the Improvement District, including to Graycliff's property located within the Improvement District and located outside the city limits but within the County, all as provided by the Act and K.S.A. 12-693(c).

Section 3. Agreement. The County hereby finds that this resolution, together with a resolution establishing the Improvement District to be adopted by the City, shall constitute an agreement between the County and the City for the purposes of K.S.A. 12-693(c), and such agreement provides for the initiation of the Improvements and the establishment of the Improvement District.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Board.

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ADOPTED by the Board of County Commissioners of Douglas County, Kansas, on _____, 2018.

Chairman

Commissioner

Commissioner

(Seal)

ATTEST:

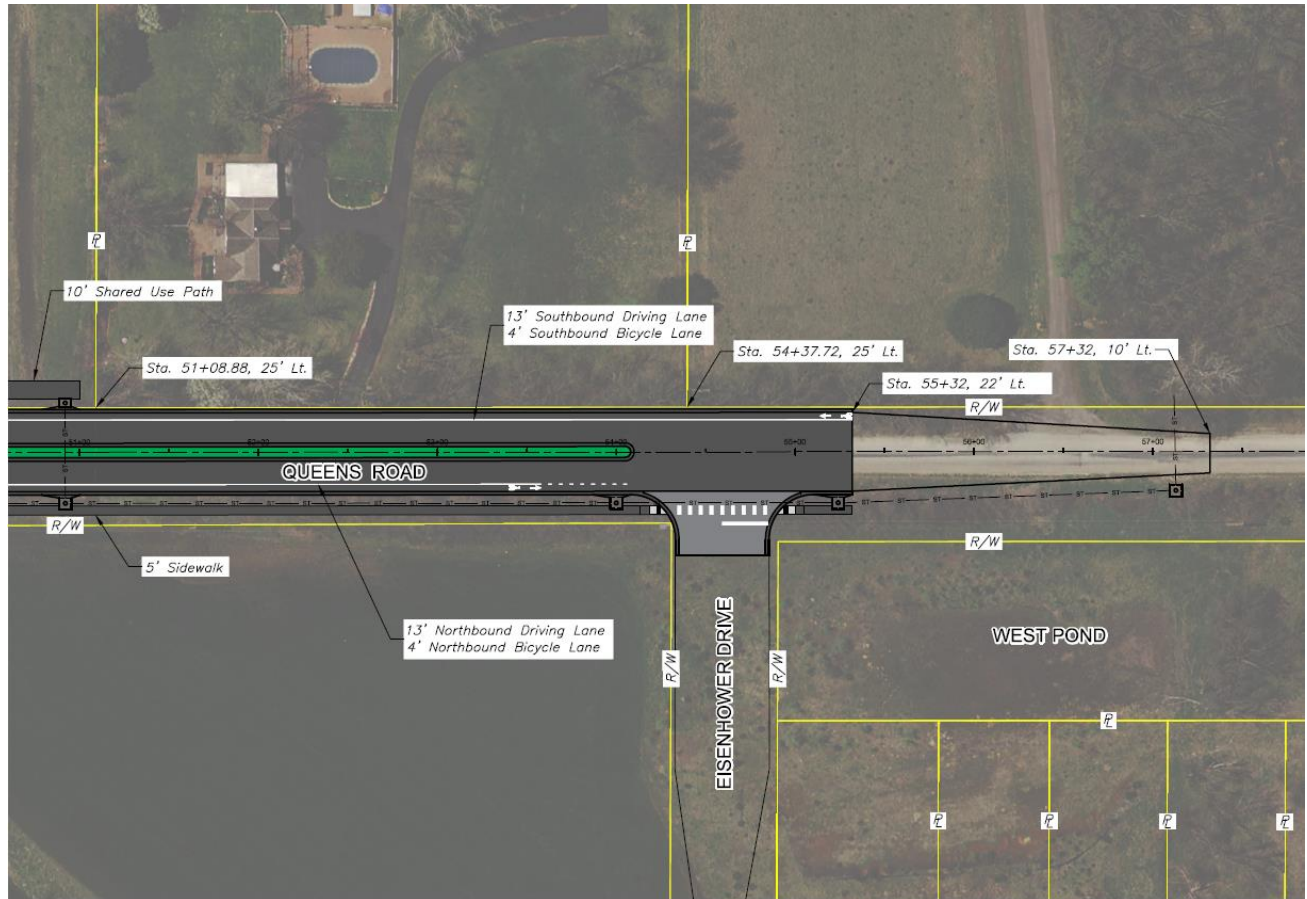
Clerk

APPROVED AS TO FORM ONLY.

County Counselor

EXHIBIT A

Improvements to Queens Road outside of the City Limits



Proposed Boundaries of the Improvement District





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 : October 11, 2018

Re : Consent Agenda approval of KDOT agreement for Local Road Safety Plan

Attached is KDOT Agreement No. 199-18 concerning the development of a Local Road Safety Plan (LRSP) for Douglas County. The LRSP will address safety issues on major collector roads as well as other rural paved roads in Douglas County. It will identify crash types on which to focus, potential countermeasures, and a prioritized list of safety projects. This will aid us in future project development and maintenance efforts.

KDOT is using High Risk Rural Roads (HRRR) funding to hire a consultant to develop Local Road Safety Plans (LRSPs) for a few counties each year. Douglas County has been on the list to receive an LRSP for about three years.

Under terms of the agreement, KDOT is responsible for 90% of the contract amount, and Douglas County is responsible for the remaining 10%. The agreement stipulates a not-to-exceed cost of \$5,043.93 to Douglas County.

Action Required: Consent Agenda approval of KDOT Agreement No. 199-18 for development of a Local Road Safety Plan for Douglas County. The BoCC should sign two original copies of the agreement.

PROJECT NO. 106 C-4790-02
HSIP-C479(002)
LOCAL ROAD SAFETY PLAN
DOUGLAS COUNTY, KANSAS

AGREEMENT

This Agreement is by and among the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), and Douglas County, Kansas (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized a federal-aid Project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for obtaining consultant services to develop Local Road Safety Plans for the purpose of reducing the number of fatalities and injuries on roads owned by local public authorities.
- C. The Secretary and the County desire to participate cooperatively in a study and to cause the preparation of a local road safety plan that will serve as guidance for County efforts to improve safety.
- D. Counties are, under certain circumstances, entitled to receive assistance in the preparation of transportation and road related plans, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with applicable Kansas and federal laws.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Consultant”** means any engineering firm or other entity retained to perform services for the Study.
- 3. **“Consultant Contract”** means the agreement between the Secretary and the Consultant, as amended from time to time in accordance with its terms, pursuant to which the Consultant will develop the Study for the Parties.
- 4. **“Contract Amount”** means the amount specified in the Consultant Contract to be paid for the Study to be performed by the Consultant.
- 5. **“County”** means Douglas County, with its place of business at 1100 Massachusetts Street, Lawrence, Kansas 66044.

6. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
7. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
8. **“Non-Participating Costs”** means expenditures for items or services which are not integral to the development of the Study, including but not limited to costs incurred by one of the Non-KDOT Parties on its own initiative to enhance a portion of the Study for its benefit, but which does not benefit all Parties.
9. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
10. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
11. **“Study”** means the studies, designs, plans, estimates, surveys, and any necessary investigations to be undertaken, developed, made or provided by the Consultant for the development of the Study of Potential Safety Improvements on all major collectors and other paved roads under the County’s jurisdiction, with the exception of subdivisions with speed limits lower than 35 mph.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Contract Administration by KDOT.** The Secretary agrees to enter into a contract, on behalf of the County, with the Consultant selected by the Secretary to perform the Study. The Secretary agrees to determine the scope of the Study and the deliverables, to monitor the process of the consultant’s work, and to verify the provision of the final deliverables, as described in the agreed-upon project scope in the Consultant Contract. The Secretary further agrees to administer the payments due the Consultant pursuant to the Consultant Contract, including any portion of cost borne by the County pursuant to this Agreement.
2. **Consultant Contract Language.** The Secretary agrees to require the Consultant to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the acts or omissions of the Consultant, the Consultant’s agent, sub-consultants (at any tier), or suppliers (at any tier). If the Parties are required to defend a third party’s claim, the Consultant shall indemnify the Parties for damages paid to the third party and all related expenses that the Parties incur in defending the claim.
3. **Study Retention.** The Secretary agrees to furnish or have the Consultant furnish to the County one (1) paper copy and one (1) electronic copy of the final Study for the County’s records.
4. **Designated Representative.** The Secretary will designate a representative to attend meetings organized by the Parties to discuss the progress of the Study and the quality of the materials being prepared.
5. **Payment of Costs.** The Secretary will be responsible for ninety percent (90%) of the Contract Amount, as set forth in the Consultant Contract for the Study.

6. **Final Billing.** After receipt of the Consultant's final voucher claim, the Secretary's Chief of Fiscal Services, will prepare a complete and final billing of all costs incurred pursuant to the Consultant Contract, for which the County is responsible, and shall then transmit the complete and final billing to the County.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the County to take such steps as are deemed necessary or advisable for the purpose of securing the benefits of the current Federal-Aid for this Study. The Secretary is authorized to determine the scope of the Study and the deliverables and it shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary. All things hereinafter done by the Secretary in connection with the Study are hereby authorized by the County, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity.

2. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Indemnification.** To the extent permitted by law and subject to the exceptions and the maximum liability provisions of the Kansas Tort Claims Act, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, its employees, agents, or sub-consultants; provided, however that the County, shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Financial Obligation.** The County, in combination with nineteen (19) other counties, will be responsible for ten percent (10%) of the total actual costs of the Contract Amount for the Study. The County's maximum contribution towards the 10% of total actual costs of the Contract Amount for the Study will be \$5,043.93.

5. **Payment Withholding.** The County authorizes the Secretary to withhold or not make payment for work performed by the Consultant pursuant to the Consultant Contract that, in the opinion of the Secretary, is not in substantial compliance with the agreed upon scope, is not performed in accordance with generally recognized professional standards, or is not based on sound engineering and planning judgment.

6. **Non-Participating Costs.** If any items are found to be Non-Participating Costs by the Secretary, acting on the Secretary's own behalf, the total cost of these items will be paid for by the County.

7. **Remittance of Estimated Share.** The County will deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract. The date indicated for County to deposit its estimated share of the total Study expenses is sixty (60) days after the date of execution by the Secretary of this Agreement.

8. **Accounting.** Upon the request of the Secretary and in order to enable the Secretary to report all costs of the Study to the legislature, the County will provide the Secretary an accounting of all

actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary for any other major expense associated with the Study.

9. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of Study costs. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement and, if any such audits reveal payments that have been made to the Consultant for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for those items upon notification by the Secretary.

ARTICLE IV

STUDY REQUIREMENTS:

1. **Study Objectives.** The Study will focus on developing a Local Road Safety Plan for the County, with the minimum Study objectives being to:

- Select safety emphasis areas by identifying the types of crashes that offer the greatest opportunity for crash reduction;
- Identify a short list of countermeasures most appropriate for the Study routes based on strategies that have been demonstrated to effectively reduce the identified priority crash types; and
- Identify the intersections, segments, and/or curves that are the highest priority candidates for safety investment in a prioritized manner by route and location, including information sufficient to apply for safety funding.

ARTICLE V

GENERAL PROVISIONS:

1. **Responsibility for Adequacy of Study.** The Consultant shall have the sole responsibility for the adequacy and accuracy of the Study. Any review of these items performed by the County or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide an adequate and accurate Study. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Study, or any other work performed by the Consultant or the County.

2. **Compliance with Federal and State Laws.** The Study will comply with all appropriate state and federal laws and regulations.

3. **Prior Costs Incurred.** Each Party will be individually responsible for one hundred percent (100%) of any costs related to the Study incurred by that Party prior to the execution of the Consultant Contract or the supplement to the Consultant Contract entailing the Study, as applicable.

4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to fulfill the payment obligations of the Secretary, the Secretary may terminate this Agreement at the end of the then current fiscal year; provided that, the Secretary will participate in all approved Consultant Contract costs incurred prior to the termination of the Agreement.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Party Relationship.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, in any manner or under any circumstances whatsoever, as creating or establishing the relation of co-partners or creating or establishing the relationship of joint venture between the Parties.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK
(SEAL)

CHAIRPERSON

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

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

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



Issue Brief: Understanding Behavioral Health in Douglas County, Kansas

This document is a product of the Lawrence-Douglas County Health Department in collaboration with the Health Leadership Coalition.
September 2018

Key Take-away Points:

- **Behavioral Health:** “refers to mental health and mental illness, as well as preventing or intervening in substance use disorders or other addictions.” Community partners note that the use of the term “behavioral” is not intended to convey that resolution of these issues may simply change their behavior. Rather, behavioral health is a complex issue requiring complex solutions.
- Nearly 1 in 4 Douglas County residents has been diagnosed with a depressive disorder.
- The 2nd leading cause of death for Douglas County residents ages 18-44 is suicide.
- About 7.7% of Douglas County residents meet criteria for being heavy drinkers.
- Despite a wide network of agencies addressing behavioral health, about half of Douglas County residents present at the local emergency department for behavioral health issues do not receive services or support elsewhere.

Understanding behavioral health in Douglas County

Over the last few years, behavioral health has developed as a critical issue for Douglas County. While much of the conversation regarding behavioral health has focused on specific solutions, understanding the scope of behavioral health issues is of critical importance. This issue brief provides a deeper look at behavioral health concerns in Douglas County and communicates why understanding behavioral health is important.

Douglas County is a community rich in assets; despite this, a number of factors set the occasion for increased problems with behavioral health.

Douglas County, comprised of 119,440 residents, is predominately young and educated compared to the rest of the country. About 95% of the total population 25 and older has graduated high school, and a substantive portion have college degrees or higher. The median age of residents is 30. On the surface, it appears to be a county without major mental health needs. When looking deeper, however, a number of critical factors create conditions in which risk for behavioral health issues is higher. With a rise in inequity both nationally and locally, individuals with mental health illness are more likely to be in poverty and lack quality health care. Additionally, Douglas County residents tend to have relocate more compared to Kansas residents overall. In the last year 27% of residents have moved, compared to 16.6% in Kansas. Median housing costs in Douglas County are higher, and about 50% of the housing in Douglas County is renter occupied. The confluence of these factors creates more challenges for addressing behavioral health.



What is behavioral health?

Behavioral health encompasses issues related to mental health and mental illness, as well as substance abuse. When considering behavioral health, a number of conditions and issues may arise in understanding the depth and scope of issues experienced by Douglas

County residents. This brief focuses on the presence of serious mental illness, substance abuse, and suicide.

Key Definitions:

Mental health: “how well we cope with daily life and the challenges it brings, and includes our emotional, psychological, and social well-being.”

Behavioral Health: “refers to mental health and mental illness, as well as preventing or intervening in substance use disorders or other addictions.” This also includes suicide and suicide prevention.

Serious Mental Illness

The percentage of people who report diagnosis of depressive disorder in Douglas County is 23.2%.

The percentage of adults (age 18 and older) in Kansas who have been diagnosed with a serious mental illness (SMI) is 4.1%. For young adults (ages 18-25), it is 5.0%. A younger population in Douglas County highlights the importance of addressing behavioral health, as younger adults face a higher incidence of mental health issues in Kansas. Using these data, estimates suggest 3,868 adults in Douglas County may have a SMI. Considering 5% of 18 to 25-year-olds have serious mental illness, this may affect about 1,425 Douglas County residents ages 18-25. In addition, according to a report prepared for Douglas County in 2015, 18% of Douglas County jail bookings included individuals with serious mental illness. There are



Almost 1 in 4 (23.2%) Douglas County adults reports they have been diagnosed with a depressive disorder (the state percentage is 19.4%).

Serious Mental Illness (SMI) is a condition that affects "persons 18 years or older who currently or at any time in the past year have had diagnosable mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria within DSM-IV (APA, 1994) that has resulted in serious functional impairment, which substantially interferes with or limits one or more major life activities". Examples of serious mental illness include: schizophrenia, bi-polar, and severe anxiety.

significant racial and ethnic disparities, as well as longer lengths of stay for those with serious mental illness.

Substance Abuse

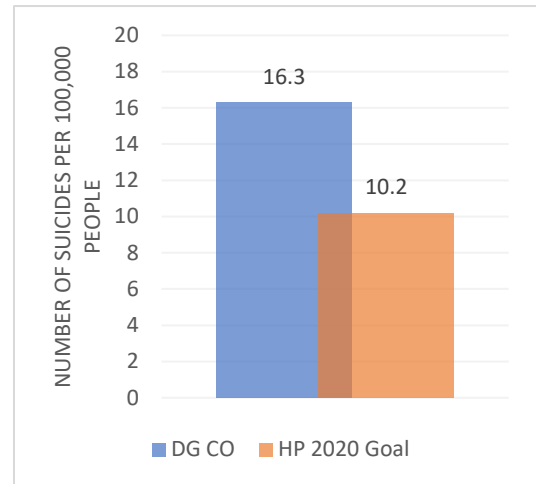
Millions of people around the United States struggle with substance abuse. A state report summary from the Kansas Department of Health and Environment reports that between 2005-2009, total drug poisoning deaths increased by 16% in the state. The Behavioral Risk Factor Surveillance System data for Douglas County suggest about 7.7% of residents meet definitions for being “heavy drinkers.” Of people age 18-25 years-old in the state, 20.7% meet the criteria for alcohol dependence or abuse. A 2016 study of Kansas’ youth reveals that drug overdose and death rates have quadrupled in the state over the past 12 years.



In Douglas County, evidence suggests substance abuse may be an increasing issue. Despite low mortality attributable to illicit use, some data suggest that 9.1% of Kansas youth aged 12-17 reported having used illicit drugs during the prior month (SAMHSA, Center for Behavioral Health Statistics, 2015). Over a three-month period in 2017 (July to September 2017), 17,736 prescriptions for opioids were provided to Douglas County residents (Kansas Department of Health and Environment, 2017). Additionally, findings from the Community Health Assessment (2017) reveal growing evidence of opioid use and overdose. In order to effectively improve behavioral health, understanding substance abuse and suicide in our state is important.

Suicide

Mental health issues are a key component of factors contributing to suicide. Suicide is a tragic event that affects survivors, their families and the community. According to the Centers for Disease Control and Prevention, more than 45,000 people in the U.S. killed themselves in 2016. Suicide is an example of a consequence of substance abuse. As the U.S. faces a rising opioid epidemic, prevention of substance abuse and suicide is more important than ever. The age-adjusted death rate from suicide in Kansas is higher than the national estimate. In Douglas County, the age-adjusted mortality rate is 16.3 per 100,000 population, higher than the Healthy People 2020 goal of 10.2 suicide deaths per 100,000 population (Oakley and Crawford, 2017). The highest percentage of suicide deaths are found in individuals ages 25-64. Also, suicide is the second leading cause of death for 18-44-year old's in Douglas County. African Americans have the lowest suicide rate, while Hispanics have the second lowest rate in the state. The exception to that is children; there is a higher suicide rate among African American children under the age of 12 compared to white children. As the Kansas community understands the challenges faced in behavioral health, there is work being done to address this issue.



In addition to rates of completed suicides, data suggest 3.9% of adults age 18 or older have had serious thoughts of suicide in the previous year (Substance Abuse and Mental Health Services Administration, 2015). Data regarding calls to the local suicide prevention hotline suggest there were an average of 224.25 calls monthly from Douglas County residents (Headquarters Counseling Center, 2018).

A deeper look at need: high utilizers and disconnected

To better understand the scope and scale of the challenges experienced in Douglas County related to behavioral health, partners examined data regarding the people who present at the three primary service providers with behavioral health issues. In total, 4,736 unique individuals received care at these organizations for behavioral health-related issues. A

deeper look at those individuals suggests that there are two populations to consider: high-utilizers of services and people may not be receiving the support they need.

High utilizers

A number of Douglas County residents use resources and services more comprehensively than others. A total of 889 residents use services of at least two of the three primary service providers in the county. While it may be tempting to conflate high utilization with “over utilization,” experts caution that these individuals may be using services sufficiently to manage the chronic nature of behavioral health issues. Better understanding how these individuals connected to and maintained connection with services, may provide strategies for increasing the number of individuals connected with needed services.

Insufficiently supported

On the opposite end of the utilization continuum, people may present at the local emergency department repeatedly while not receiving support or services from two of the primary mental health and substance abuse service providers in the county. In other words, these individuals may be *insufficiently receiving* resources or supports.

From January to December 2017, there were over 2,700 people who presented at the Emergency Department with behavioral issues not receiving support or resources from other service providers in the county. The majority of the 2,700 people were white, middle-aged men. Although this number may include people who are presenting for one-time incidences (e.g., a one-time binge drinking session requiring medical intervention), not suggestive of an ongoing problem, a random sample of this data was reviewed, and the prevalence of one-time events was exceedingly low.



There were 122 people who visited the emergency room more than four times a year. These 122 individuals accounted for 747 visits to the emergency department in 2017. This suggests that daily, the emergency department sees at least two people who are repeated users of the emergency department for behavioral health issues. Further, it raises the question of whether people are getting the help they need.



Conclusions

The information provided in this report suggest substantial challenges regarding behavioral health. The issues of serious mental illness, suicide, and substance abuse have an impact – directly and indirectly – on a significant portion of Douglas County residents. The aim of this paper has been to provide more information about the extent to which Douglas County residents are experiencing behavioral health issues. Over the next several months, additional papers will describe current efforts to address these issues and recommendations based on what has been learned in other communities about what works to effectively address behavioral health.

Data Sources:

1. ESSENCE, Kansas Department of Health and Environment- Bureau of Epidemiology and Public Health Informatics
2. Data sets compiled by behavioral health organizations
3. Headquarters Counseling Center (2018). Call Numbers Douglas County.
Kansas Department of Health and Environment (2017). Kansas Data Driven Prevention Improvement Program. Available at: http://www.preventoverdoseks.org/download/KS_DDPI_Opioid_Trend_Data_Brief_2.pdf
4. Douglas County Jail (2015). Percent of Total Jail Bookings that are Seriously Mentally Ill. Reported in Huskey and Assc. Report. Available at: <https://www.douglascountyks.org/sites/default/files/media/depts/sheriff/pdf/douglas-county-jail-mental-health-court-study.pdf>
4. Kansas Substance Abuse Epidemiological Indicators Profile
5. Oakley and Crawford (2017). Kansas Suicide Prevention Subcommittee 2017 Annual Report,
6. Prison Policy Initiative
7. Substance Abuse and Mental Health Services Administration (2015). Behavioral Health Barometer: Kansas, 2015. HHS Publication No. SMA-16-Baro-2015-KS. Rockville, MD: Substance Abuse and Mental Health Services Administration.

SP-18-00407: Site plan for construction of a 12,400 square foot seed distribution warehouse, *Grain Storage Structure*, located on approximately 29.95 acres in the southwest corner of the intersection of E. 2100 and N. 200 Roads. Submitted by Acheson Properties, LLC, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described Site Plan based on the findings listed in this staff report.

KEY POINTS

- The property is located within the A (Agricultural) Zoning District. A *Grain Storage Structure* is a permitted use in the A District with approval of a site plan.
- The property has frontage on N. 200 Road, classified in the Douglas County Access Management Map as a principal arterial, and E. 2080 and E. 2100 Roads, both classified as local roads. The warehouse will be located on the east side of the property and take access from E. 2100 Road.
- The property is not platted but is a vested parcel. Per Section 11-101(e)(1) of the Subdivision Regulations [20-801(e)(i), City Code], a division of land created in conformance with the exemption section of the previously adopted Subdivision Regulations in effect prior to December 20, 2016 and such division was filed and recorded as a deed with the Register of Deeds office on or before June 1, 2005; such legally created parcel shall not be subject to further review under the Subdivision Regulations until it is further divided.

OTHER ACTION REQUIRED

- If approved, the submittal of one PDF copy of the approved site plan for release to the Douglas County Zoning and Codes Office for building permits.
- Submittal of building plans and application to the Zoning and Codes Office for building permit. A building permit must be obtained prior to any construction activity.
- Entrance permit from Palmyra Township required prior to installation of the access drive.

ATTACHMENTS

- Site plan

COMMUNICATIONS

Several owners of property that are located on and take access from E. 2175 and E. 2080 Roads met with planning staff, county staff, and the township representative prior to the submittal of the site plan application to express concerns with the proposed access on E. 2080 Road. The property owners indicated that E. 2080 Road is too narrow to accommodate the additional traffic. The plan was revised to relocate the facility to the east and access is now proposed from E. 2100 Road.

GENERAL INFORMATION

Current Zoning and Land Use:

A (Agricultural) District; *Agriculture*

Surrounding Zoning and Land Use:

A (Agricultural) District in all directions with F-F (Floodway Fringe) Overlay Districts to the northwest, southwest, and east; *Agriculture* and *Residential Detached Dwellings* (Figure 1)

Legal Description: The east 34.36 acres of the northeast quarter of the northeast quarter of Section 7, Township 15 South, Range 21 East of the 6th P.M. in Douglas County, Kansas, except that part being used on the east and north as road right-of-way.

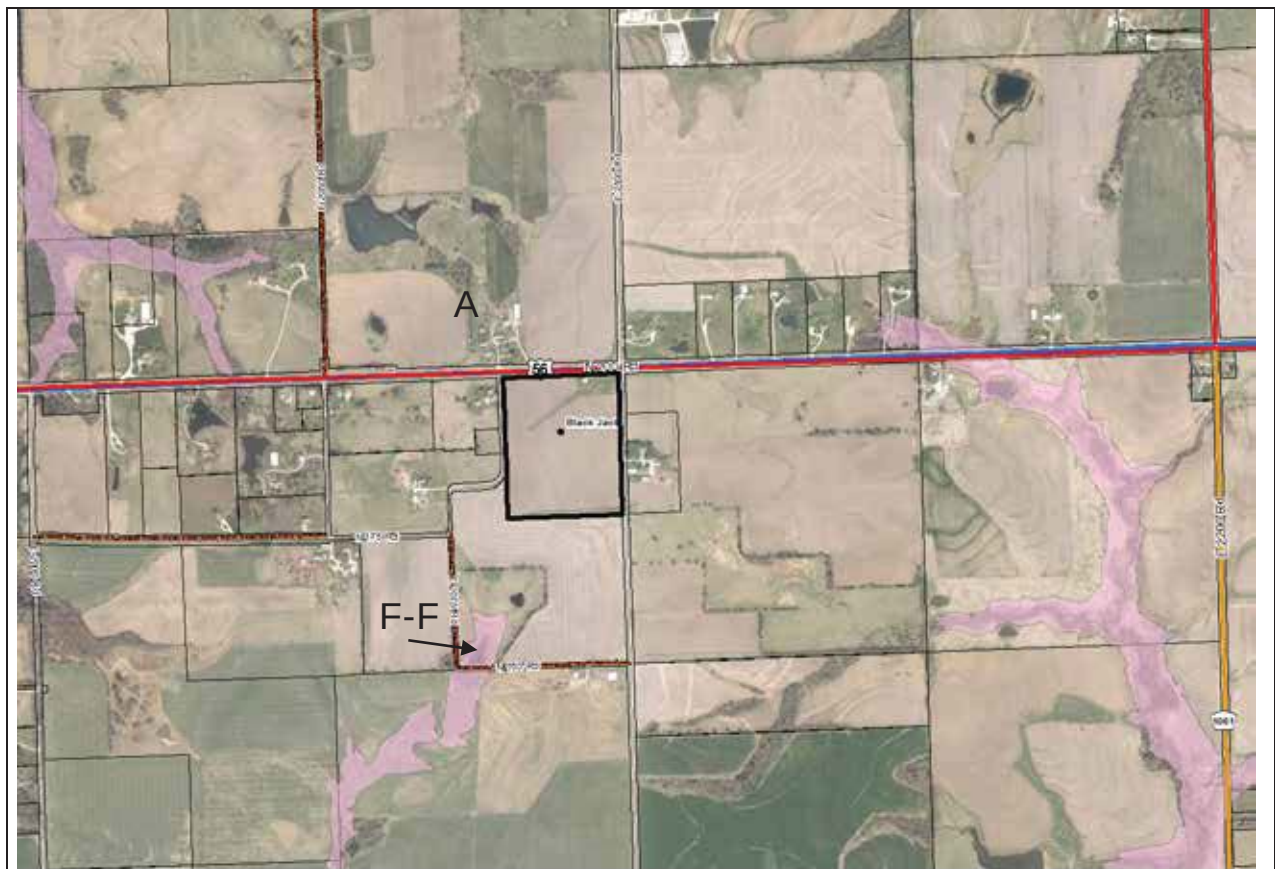


Figure 1. Zoning and land use/development in the area. Subject property is outlined.

SUMMARY OF REQUEST

This site plan application is for the construction of a 12,400 square foot building with an 11,200 square foot seed warehouse and a 1,200 square foot office. The building and associated parking area constitutes approximately 53,000 square feet or about 1.3 acres. The remaining property, approximately 28.6 acres, will continue to be used for agriculture. The applicant indicated he would plant test strips for the seeds he carries in this area. The applicant noted that the busiest times for the business are from December to July when an average of two to three trucks per week will visit the site. The trucks will remain on-site for approximately 30 minutes although a truck may stay overnight occasionally. (This option would be open only for trucks making

deliveries to the site, not as a layover location for other trucks.) From July through November there will be very little traffic to the site. The business has two pickup trucks that will be on-site during business hours and one semi-truck that will be parked in the building overnight. No exterior storage is being proposed with this site plan. If exterior storage were to occur, the site plan would need to be revised to show the storage area and any needed screening.

PARKING

The Zoning Regulations require parking for a *Warehouse* use at the rate of 1 space per 2 employees. The site plan notes that there will be 2 employees and 1 parking space is required. Three parking spaces are shown on the plan on the north side of the building. In addition, one concrete ADA accessible parking space will be located near the entrance on the northeast side of the building. The other parking spaces are marked on the plan but may not be delineated on site as the parking surface will be gravel.

HEIGHT, AREA, AND BULK REQUIREMENTS

The Zoning Regulations require a minimum area of 3 acres for properties in the A District that take access from, and have frontage on, a local road when water is provided by a rural water district, and a minimum area of 5 acres when well water is used. A minimum frontage width of 250 feet and a minimum depth of 250 feet are also required. The subject property complies with these requirements.

The maximum height permitted in the A District is 35 feet; however, an exemption is provided for grain elevators and silos. The proposed silos are 41 feet, 10 inches in height but these are exempt from the height standards in the Zoning Regulations. (Section 12-321)
The proposed structure complies with these standards.

Findings

Per Section 12-319A-5, staff shall first find that the following criteria have been met:

1. The proposed use is permitted in the district in which the property is located;

This property is zoned A (Agricultural) District. This district permits a range of uses in addition to agriculture. The proposed use, a *Grain Storage Structure*, is permitted in the A District. If the grain storage structure were for the applicant's use and the seeds were to be planted on his property, the use would be considered 'Agriculture' and would not require site planning. In this case, seeds are being brought in, stored, and then sold to others; therefore, the use does not meet the definition of Agriculture and site planning is required.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;

The building will be located on the east side of the property and will take access from E. 2100 Road. A farm residence located to the east of E. 2100 Road will also take access from E. 2100 Road. The traffic anticipated from this seed warehouse is similar to that of large agricultural facilities and should be compatible with the existing traffic on E. 2100 Road.

Wall pack lighting will be used. Five LED light units will be mounted on the building at a height of approximately 8 feet. The lights will provide 2,277 lumens. This is less than the lumen equivalent of a 150 watt incandescent bulb, which is typically considered an acceptable lighting level that

does not require full cut-off fixtures. The lighting level from these wall packs should be compatible with adjacent land uses.

The building will be agricultural in appearance and will maintain the agricultural character of the area.



Figure 2. East side of building, facing E. 2100 Road.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;

The original site plan proposed an access point on E. 2080 Road to the west. The County Engineer expressed concern with this option based on the narrow width of the roadway. Neighbors also expressed concern with the semi-truck traffic on the road and were concerned it could interfere with their use of the road. The building was relocated to the east side of the property so that access could be taken from E. 2100 Road to the east. The access on E. 2100 Road is a preferred option as E. 2100 Road is a wider road than E. 2080 and will be able to accommodate the semi-truck traffic better.

4. The site plan provides for the safe movement of pedestrians within the site;

As this is a grain warehouse no pedestrian activity is expected.

5. There is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provides a pleasing appearance to the public. Any part of the site plan not used for building, structures, parking or access ways shall be landscaped with a mixture of grass, trees, and shrubs;

The Zoning Regulations do not specify a required amount of landscape material (trees and shrubs) so this is typically determined on a case-by-case basis. Landscaping is typically used with parking areas or buildings to provide a more pleasing appearance. However, the litter and seeds from the additional landscaping may create issues with the seed storage; therefore, the landscaping requirements have been waived for seed storage facilities. No street trees or buffering landscaping is required. The majority of the site will be used for agricultural purposes and the seed warehouse is agricultural in nature and appearance; therefore, the lack of landscaping should not have a detrimental impact on the area.

6. All outdoor trash areas are screened

A dumpster is proposed on the west side of the building. This will be screened from E. 2100 Road by the building. The dumpster will be separated from E. 2080 Road and N. 2100 Road by

approximately 630 feet and 680 feet of agricultural land (respectively). Based on the location of the dumpster, no additional screening is required.

Conclusion

This application has been reviewed in accordance with the County Zoning Regulations. The proposed development, as conditioned, complies with the standards listed in the Regulations.

PROPERTY DESCRIPTION:

THE EAST 34.36 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, KANSAS, EXCEPT THAT PART BEING USED ON THE EAST AND NORTH AS ROAD RIGHT OF WAY.

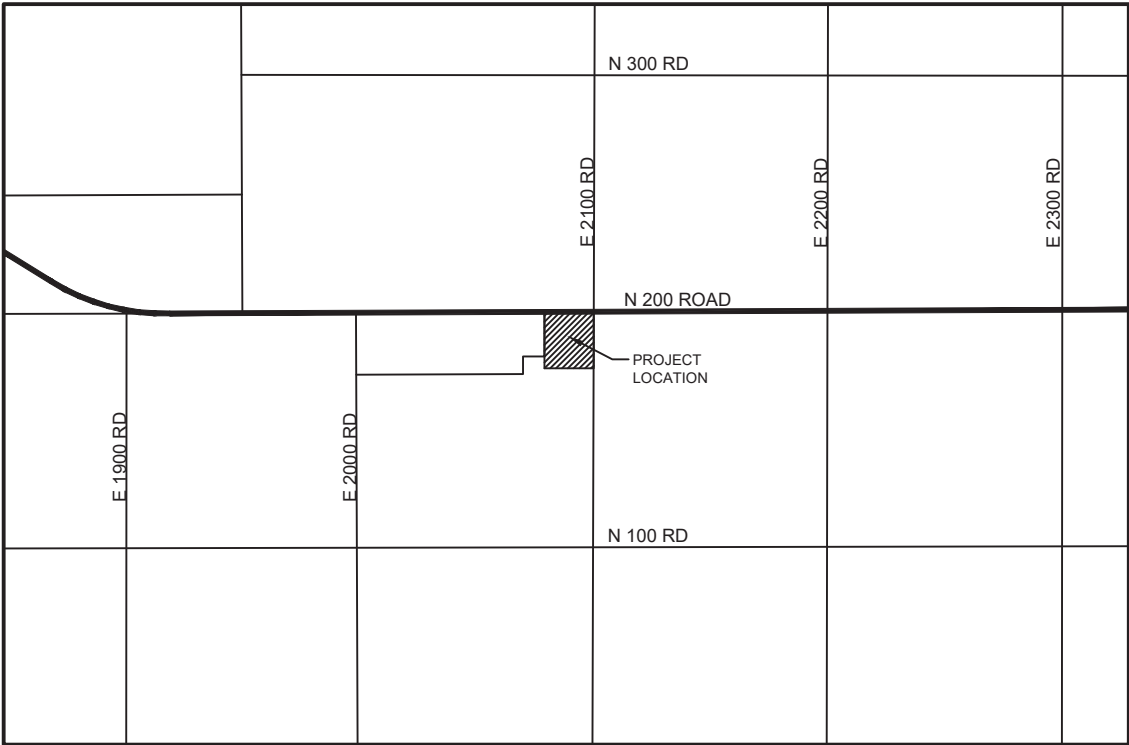
GENERAL NOTES:
ZONING: A (AGRICULTURAL)

CURRENT USE: AGRICULTURE

PROPOSED USE: SEED DISTRIBUTION WAREHOUSE, GRAIN STORAGE & AGRICULTURE

PARKING SUMMARY

PARKING REQUIREMENT	UNITS	PARKING REQUIRED	PARKING PROVIDED
MANUFACTURING/WAREHOUSE: 1 STALL PER 2 EMPLOYEES	2 EMPLOYEES	1 STALL	3 STALLS (GRAVEL)
1 ADA ACCESSIBLE STALL PER 125 STALLS	3 STALLS	1 ACCESSIBLE STALL	1 ACCESSIBLE STALL



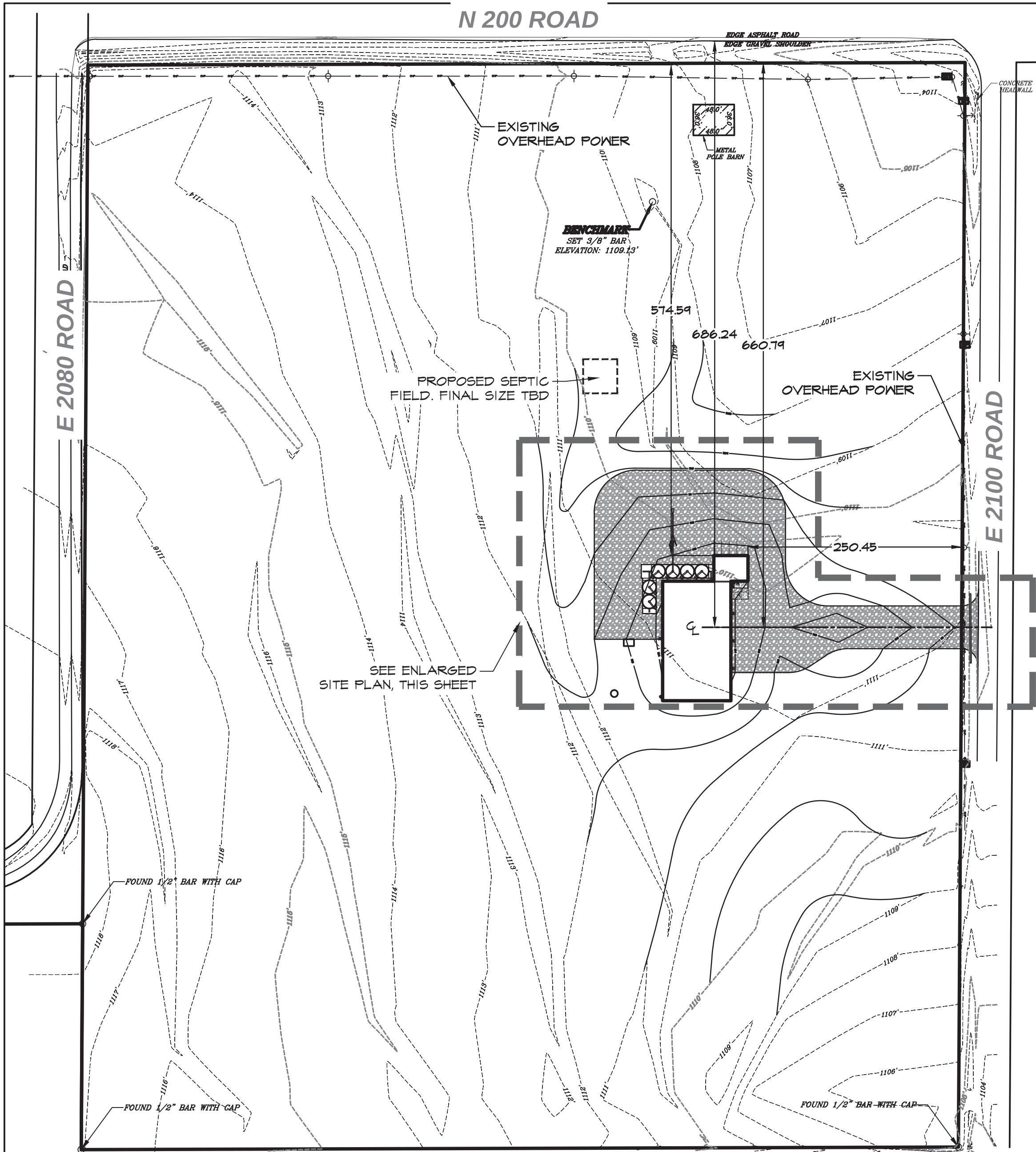
LOCATION MAP

PAVING SCHEDULE

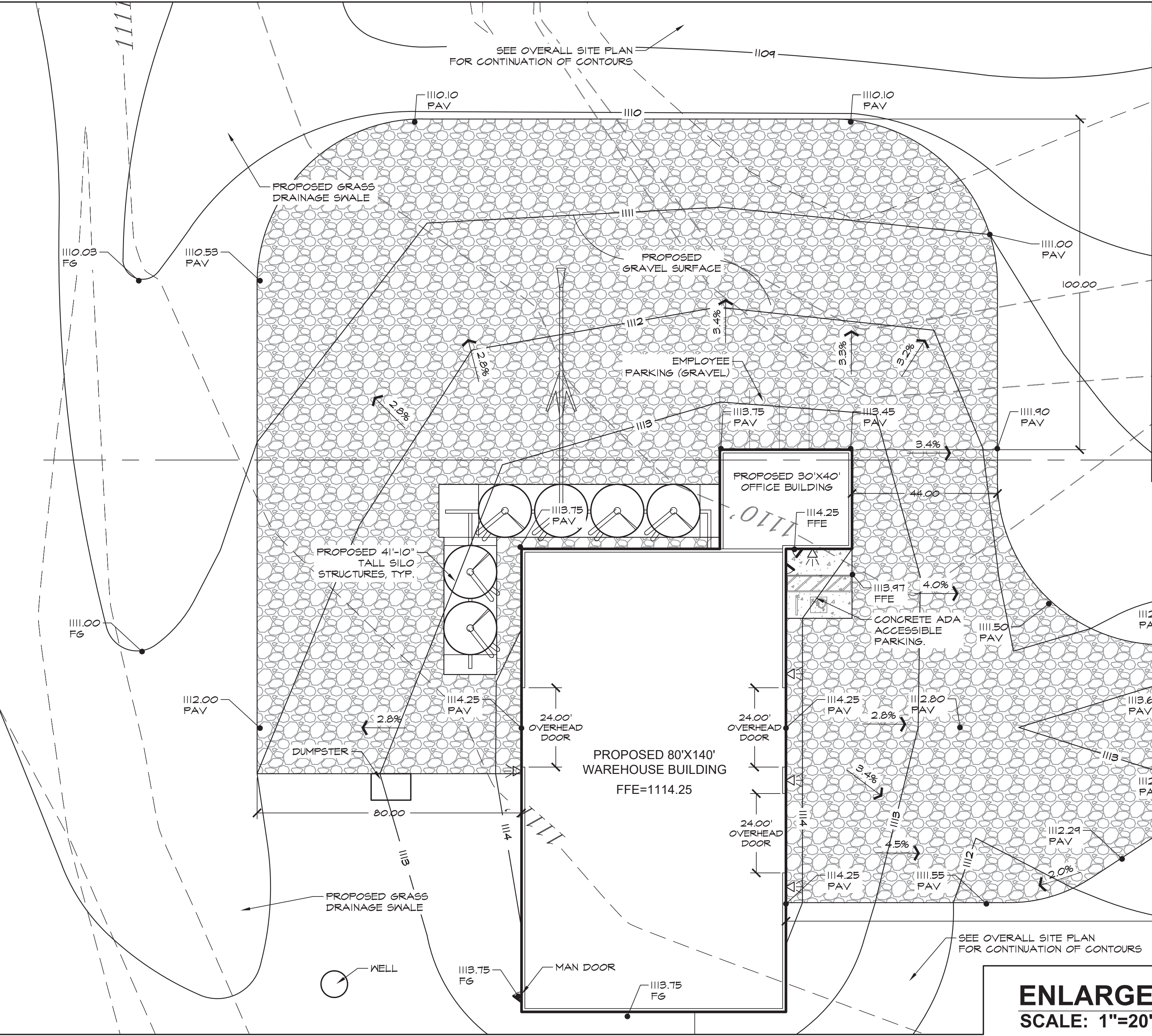
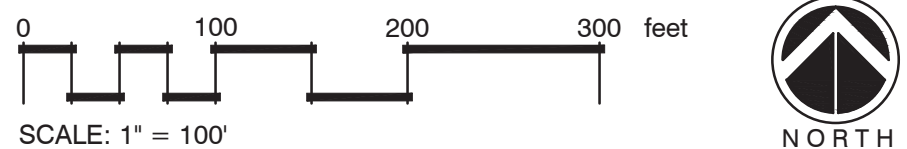
LEGEND	DESCRIPTION
	6" AGGREGATE SURFACING
	5.5" TH. CONCRETE PAVEMENT

LIGHTING SCHEDULE

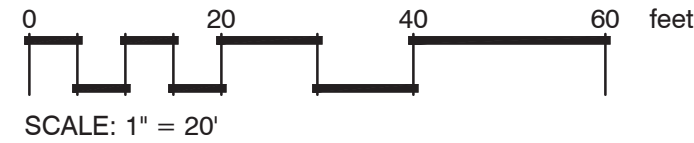
LEGEND	DESCRIPTION
	PHILIPS STANCO WALL MOUNT TALL WALL PACK 8' MOUNT HEIGHT (3 TOTAL)

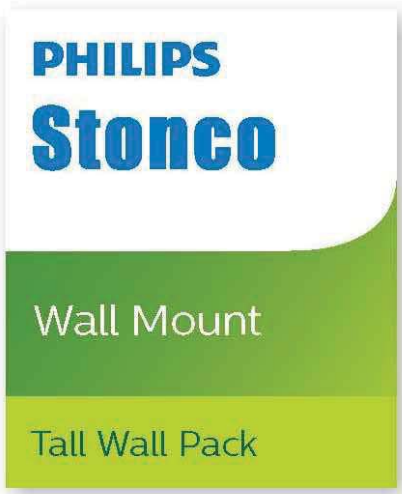


OVERALL SITE PLAN
SCALE: 1"=100'-0"



ENLARGED SITE PLAN
SCALE: 1"=20'-0"





Project: _____
Location: _____
Cat No: _____
Type: _____
Qty: _____
Notes: _____

The Philips Stonco Tall Wall Pack makes it easy to switch to LED. This compact wall pack utilizes only 20W and provides 70W HID equivalent illumination for enhanced energy savings.

Ordering guide example: TW-20-NW-G1-B-BZ

Luminaire	Wattage	Genetics	Protocol	Voltage	Finish
TW	20	NW-G1			BZ
TW Tall Wall Pack LED	20 20W	NW-G1 Neutral White, 4000K, 70 CRI, Generation 1	-- No Protocol, PCB Button Protocol ¹	8 120-277 Volts 1 120 Volts	BZ Bronze

1. Only available in 120V.

Housing
Die-cast aluminum backplate with UV stabilized impact resistant polycarbonate front cover and frosted lens mounted with stainless steel hardware.

IP Rating
LED and other electronic components are sealed in a luminaire rated IP65.

Electrical
Constant current driver with efficiency >84% at full load. Available in 120-277V, IP65 compliant driver. RoHS compliant. Surge protector standard. 4KA per ANSI/IEEE C62.41.2.

LED Board and Array
1 CoB (chip on board) LED. Color temperature: 4000K. Minimum CRI of 70.

Mounting
Mounts to standard 3-1/2" to 4" round and octagonal or 4 inch square electrical junction boxes. 1/2" NPT threaded conduit on the sides of the luminaire.

Energy Saving Benefits
System efficacy up to 120lm/W with significant energy savings over Pulse-Start Metal Halide luminaires.

Listings
UL/cUL listed to the UL 1598 standard, suitable for Wet Locations. Suitable for use in ambient from -40° to 40°C (-40° to 104°F). Product is DesignLights Consortium® qualified.

Finish
Each luminaire comes with a UV stabilized and outdoor rated polycarbonate front cover with a dark bronze color (BZ).

Limited Warranty
Luminaires are covered by a 5-year limited warranty. See philips.com/warranties for details.

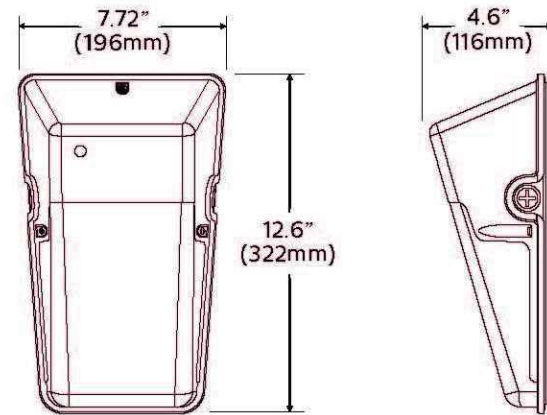
Stonco_TallWallPack_SpecSheet 06/18 page 1 of 2



Tall Wall Pack LED

Wall mount

Dimensions



Weight

2.4 lbs (1.1kg)

LED Wattage and Lumen Values

Ordering Codes	Total LEDs	System Current (mA)	Color Temp (°K)	Average System Wattage (W)	Lumen Output (lm)	BULB Rating (lm/W)	Efficacy (lm/W)
TW20-NW-G1	1	480	4000	19	2277	80-US-G2	120

1. Wattage and lumen output may vary by due to LED manufacturer forward volt specification and ambient temperature. Wattage shown is average for 120V through 277V input. Measured wattage may vary due to variation in input voltage.
2. Lumen values based on photometric tests performed in compliance with IESNA LM-79.
NOTE: Contact outdoorlighting.applications@philips.com for details or additional information.

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output.

Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

Ordering Codes	Ambient Temperature (°C)	System Current	L70 per TM21 ^{1,2}	Lumen Maintenance ³ at 50,000hrs
TW20-NW-G1	25 °C	480mA	>102,000	90%

1. Predicted performance derived from LED manufacturer's data and engineering design estimates.
2. based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions.
L70 is the predicted time when LED performance depreciates to 70% of initial lumen output.
3. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

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philips.com/luminaires

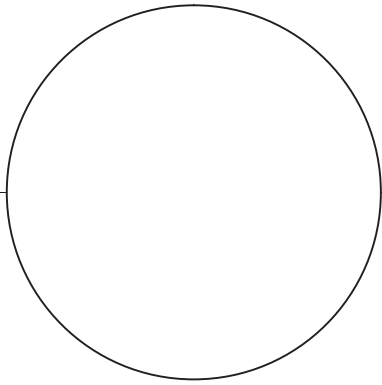


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1 WALL SCONCE LIGHTING
SCALE: N.T.S. MANUFACTURER'S SPECIFICATIONS



ACHESON SEED
WELLSVILLE, KS

REVISION:

OCTOBER 8, 2018
DETAILS

L102