

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

ADDRESSING THE COMMISSION: Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item.

Individuals are asked to come to the microphone, sign in, and state their name. We ask that you sign in so that we can get the spelling of your name correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, MARCH 27, 2019

4:00 p.m. - WORK SESSION

- (1) [Private Road/Cross Access Easement Discussion](#)

5:30 p.m. BUSINESS MEETING

-Consider approval of the minutes for March 20, 2019.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) [Consider approval of Engineering Services Agreement for Replacement of Bridge 0532-0300, Project 2018-31 \(Keith Browning\); and](#)
- (c) [Consider authorization to purchase precast concrete frame culvert for Structure No. 11.38N-22.00E; Project No. 2017-57 \(Keith Browning\)](#)

REGULAR AGENDA

- (2) [Consider approval to create a Douglas County Peer Fellows Program in 2019. Total cost to Douglas County not to exceed \\$192,000 in year one \(Bob Tryanski\)](#)
- (3) [Consider approval of a Temporary Business Permit for a temporary asphalt plant for Bettis Asphalt \(Tonya Voigt\)-Deferred from the 03/20/19 meeting](#)
- (4) Appointments:
 - Douglas County Food Policy Council (2) positions open (Local food system/Ag Producer)
 - JAAA Advisory Council (1) position
 - JAAA Board of Directors (2) positions
 - Lawrence-Douglas County Advocacy Council on Aging (10) open positions
- (5) General Public Comment

General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.
- (6) Committee Reports
- (7) Commissioner and/or Administrator Miscellaneous
- (8) Adjourn

WEDNESDAY, APRIL 3, 2019

4:00 p.m. – WORK SESSION

-Drug Court

5:30 p.m. – REGULAR SESSION

-Proclamation for “Public Health Week” April 1-7, 2019 (Dan Partridge)

-Proclamation for “National Service Recognition Day” (Linda Brandenburger)

WEDNESDAY, APRIL 10, 2019

4:00 p.m. – WORK SESSION

-Township roads and budget issues

WEDNESDAY, APRIL 17, 2019

4:00 p.m. – WORK SESSION

-Artists Helping the Homeless project

WEDNESDAY, APRIL 24, 2019

4:00 p.m. – WORK SESSION

-2018 Criminal Justice Services and Juvenile Detention Center use update

WEDNESDAY, MAY 1, 2019

4:00 p.m. – WORK SESSION

-Open Space Project Charter review

WEDNESDAY, MAY 8, 2019

4:00 p.m. – WORK SESSION

-HCC Update and Preservation Plan

WEDNESDAY, MAY 15, 2019

4:00 p.m. – WORK SESSION

-Crisis Center Operational Planning

WEDNESDAY, OCTOBER 2, 2019- cancelled

***Note:** The Douglas County Commission meets regularly on Wednesdays at 5:30 p.m., and at 4:00 p.m. for Work Sessions as needed. Meetings are held at the Douglas County Courthouse (2nd Floor) at 1100 Massachusetts Street, Lawrence, KS 66044. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

Douglas County Zoning & Codes



Private Roads in Douglas County

Board of County Commission

March 27, 2019

History

1966 - Zoning regulations adopted

Could use access easements as driveways

1972 - Subdivision regulations adopted

1972 - 1998  Resolution 78-21

Private roads required approval by BOCC limiting the maximum to up to 3 residences

1998 - 2006  Resolution 98-54

Additional private roads prohibited

History

2006 - present

Subdivision Regulations allow private “Cross Access Easements” for Cluster Developments

2009  Resolution 09-10-3

Found existing single family residences had been issued building permits on private roads that weren't approved by the BOCC. Retroactively approved those.

Pending

New Cross Access Easements with more than 4 lots will require platting, requiring public road dedication.

Resolution No. 78-21

Passed July 12, 1978

Passed in 1978, the Board amended the Subdivision Regulations to define the term “private street or road” and to permit no more than three residences on any private road located in the unincorporated areas of the County, but the new definition further provided that the Board must approve private road.

Resolution No. 98-54

Passed November 24, 1998 defining a Private Street or Road:

A non-dedicated way which forms the principal vehicular access to a property. Private streets or roads are prohibited in the unincorporated area of Douglas County, except for those that were approved prior to adoption of this definition. A private drive serving one residence is not considered a private street or road. In every case, before Douglas County, or any township will consider a request to assume maintenance of any existing private road, by dedication or otherwise, the property must be platted and the road must be previously have been brought to the current Douglas County road standards for subdivisions.

Resolution No. 09-10-3

Passed October 28, 2009 retroactively approving certain private streets and roads:

As a result of differences in interpretation and application of the new definition of “private street or road” when considered in connection with property exempt from the Subdivision Regulations as a result of the so-called 5 acre exemption, numerous building permits were subsequently granted for single-family residences located on private roads that the Board had not formally approved; the board considered the issue and determined that equity and good public policy would be served by the retroactive approval of private streets and roads and which were pursuant to building permits issued prior to the effective date of this resolution.

All Resolutions

Maintenance of Private Streets or Roads

Improvement or maintenance of any private street or road approved shall remain the responsibility of the part or parties responsible. Neither Douglas County nor any township or governmental entity shall have the responsibility to improve or maintain such private streets or roads.

Private Road Inventory

196 private roads approved

PRIVATE ROADS IN DOUGLAS COUNTY, KANSAS

August 22, 2000

ROAD NAME - BLOCK RANGE	DEVELOPER	SUBDIVISION	BUILT PRIOR 1972	APPROVAL DATE #1 WIDTH # OF HOUSES	APPROVAL DATE #2 WIDTH # OF HOUSES	APPROVAL DATE #3 WIDTH # OF HOUSES	APPROVAL DATE #4 WIDTH # OF HOUSES	SINGLE ENT	DUAL ENT	FARM LANE	TWSP RD	PRIOR TO 1972
E 56 1880-1889			N									
		SERENATA FARMS										Y
				By virtue of plat approval, private road was created when plat was recorded								
E 78 1875-1899				NONE								Y
				Big Spgs - north to 3 houses - old farm/blood relative road								
N 81 1875-1899												
		LAWRENZ, RON		1997-04/07 70 3								
				Will/May not build as of 6/17/97 since road must be to county standards (\$\$)								
E 126 2001-2025				NONE								Y
				2 houses - 40' along E line SE/4 SW/4 owned by Royer's 1975 permit #1364 which is the north house. The south house has public road frontage, but uses Royer's driveway..								
E 133 1850-1875				NONE								Y
		CRUISINBERRY										
				Old accessory trailer & farm house								
E 141 1850-1875				1996-01/10 70 3	2003- 8/26							
		COLBERT, RICHARD A										
				Fred Rogers survey 12/21/95 says land for 70' esmnt belongs to Tract 1 (Mr. Colbert's)								
N 145 1850-1899				NONE								Y
				2 houses - blood relatives								
E 150 1701-1725				NONE								Y
		McCARTHY, DENNIS										
				2 houses - old house was to be torn down, one trailer at farm.								

N 855 Rd



ZONING 06-08-98

The Board considered a private road request to serve three parcels of land located in the Northwest $\frac{1}{4}$ of Section 4, Township 14, Range 20. The approximate address of the private road would be N 855 Road, Baldwin City, Kansas. The site plan proposes four (4) tracts of land each containing five (5) acres. Tract 4 contains an existing residence owned by Vernon & Judy Cheek, which was constructed in 1992. Tracts 1, 2, and 3 are to be accessed by the proposed private road. After discussion, it was moved by Commissioner Taul, seconded by Commissioner Buhler, and carried unanimously, that the Board approve this private road request subject to the following conditions placed on the ingress and egress easement:

1. That an Application Review Fee for this private road of \$100 be assessed.
2. Private road approval granted solely for three residences.
3. Private road easement 70' wide for ingress and egress be surveyed and recorded in the Office of Register of Deeds for the three residences.
4. Private road built to Douglas County Public Works road standards.

N 1663 Rd



ZONING 08-05-96

The Board considered a private road request 20' wide and 1,712' long to serve one residence. The road easement is to serve 27.04 acres of land owned by Edwin Steele, Jr. This land is located in the Northwest $\frac{1}{4}$ of Section 27, Township 12, Range 18, Douglas County, Kansas. After discussion it was moved by Commissioner Buhler, seconded by Commissioner Chappell, and carried that the Board approve this private road request subject to the following conditions:

- 1) Private road approved for one residence.
- 2) Private road easement for 20' wide for ingress and egress be recorded in the Office of Register of Deeds for one residence.
- 3) Neither Douglas County nor Kanwaka Township be responsible for maintenance of said private road.

E 850 Rd

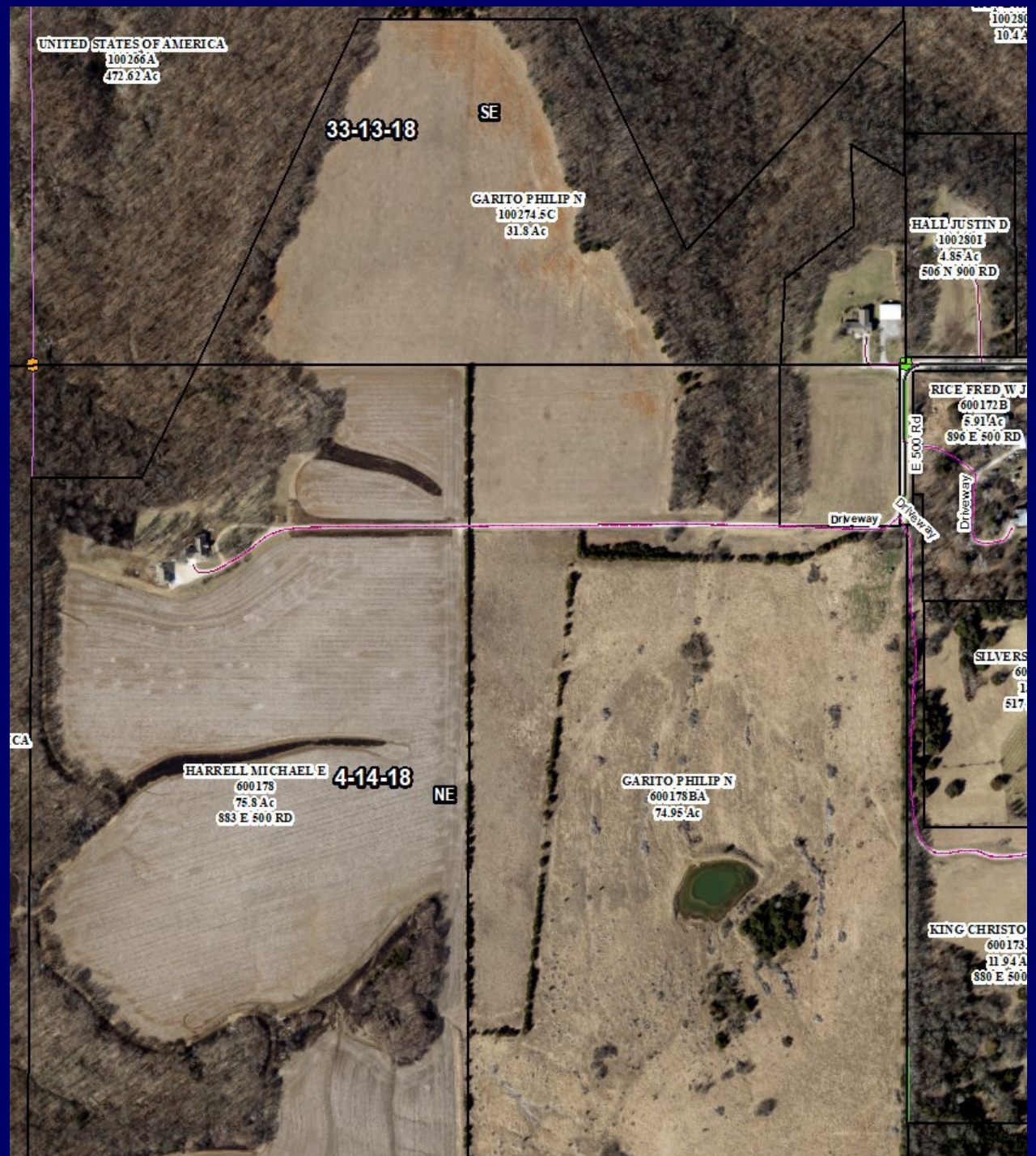


ZONING 9-18-95

The Board considered a private road request 30' wide and 695' long to serve one new residence. Greg and Jackie Foley were present for the discussion. The road easement is to serve a five acre building site owned by Greg and Jackie Foley. The property is located in the Northeast 1/4 of Section 18, Township 12, Range 19, Douglas County, Kansas. After discussion it was moved by Commissioner McElhaney, seconded by Commissioner Chappell, and carried unanimously that the Board approve this private road request subject to the following conditions:

- (1) Private road approved for one residence.

E 500 Rd



ZONING 7-10-95

The Board considered a private road request 40' wide and approximately 1316' long to serve one new house. Michael E. Harrell was present for the discussion. The road easement is to serve 75 acres of land owned by Michael E. Harrell. This land is located in the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 14, Range 18, Douglas County, Kansas. After discussion it was moved by Commissioner McElhaney, seconded by Commissioner Chappell, and carried unanimously that the Board approve this private road request subject to the following conditions:

- (1) Private road approved for one residence.
- (2) The private road easement 40' wide for ingress and egress be recorded in the Office of Register of Deeds for one residence.
- (3) Neither Douglas County nor Marion Township be responsible for maintenance of said private road.
- (4) Douglas County Public Works Department be reimbursed for the installation of E911 Road I.D. signs.

Issues

- Annual cost/maintenance agreements
- Property owner disputes
- Fences have been constructed down middle of private drive
- Access has been blocked by property owners with barricades
- Tax dollar distribution complaints
- New building permits require direct access from a public road
- Continual requests for a process to make a private road public, to create additional buildable lots
- How would the additional development off private roads impact county resources?



City of Lawrence
Douglas County

PLANNING & DEVELOPMENT SERVICES



CROSS ACCESS EASEMENT

CAE

Certificate of Survey in Urban Growth Area

Board of County Commission

March 27, 2019





CAE Standards

60 feet wide easement

City requires 60 feet row for local streets

County requires 70 feet for local roads

Must be built to 'County Rock Road Standards'

Cross Access Easement and Maintenance Agreement spells out the maintenance responsibilities for the shared drive



CAE Standards (Cont.)

Maximum length:

Cul-de-sac length of 1,320 feet

Only one access point to adjacent road network, unless more access points are necessary to prevent damage to environmentally sensitive lands.



Setbacks for RDPs with access On a Cross Access Easement

Front: 25 feet

----City requirement for a local street

----County requires 50 feet for local

Side: 10 feet

Rear: 30 feet

---County standards



Easement to Right-of-Way

Expectation: when annexed into a city, the Cross Access Easement will be accepted by the city as right-of-way

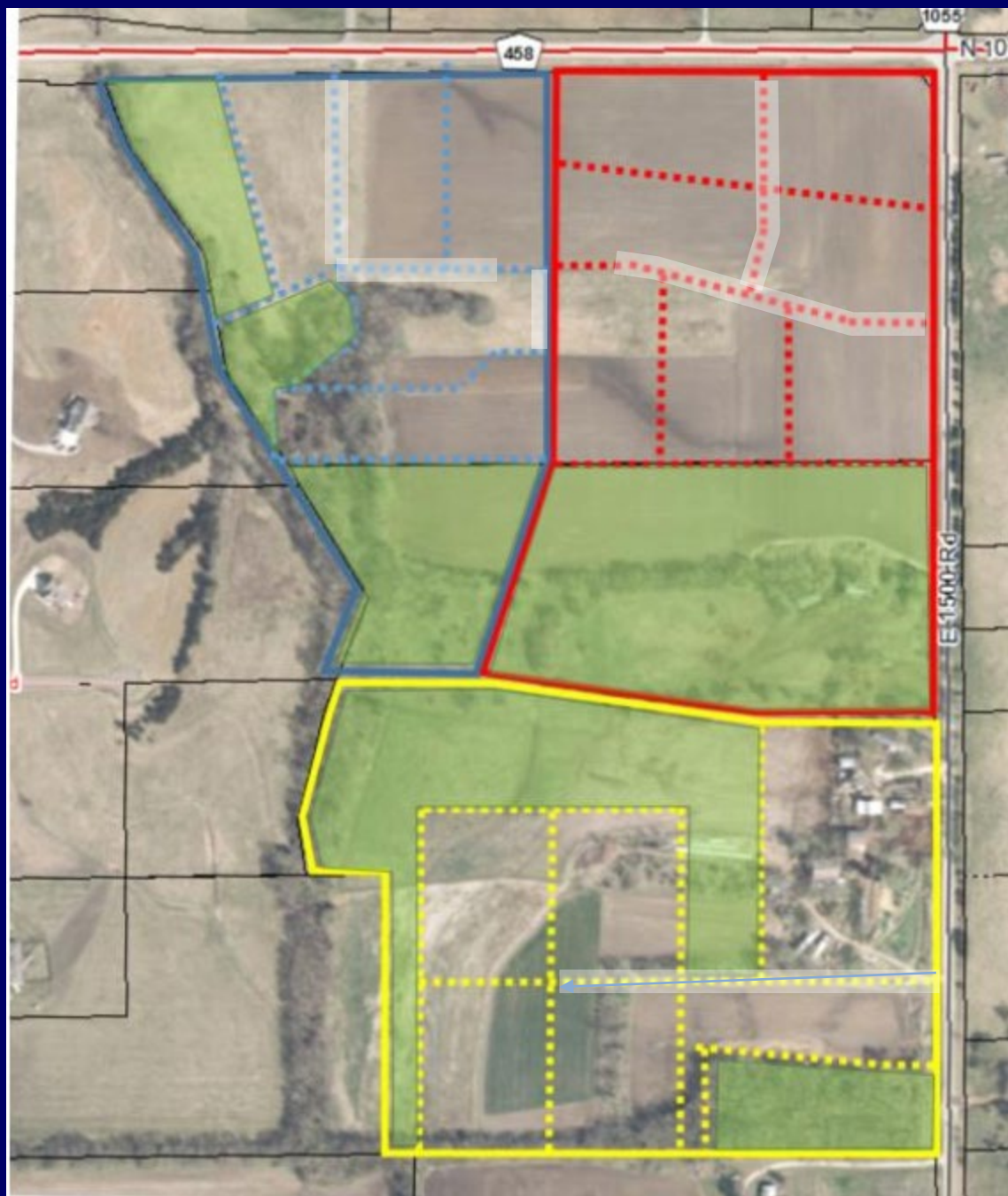
Could be some cases when the property is ready to develop in the city that the street layout is revised and right-of-way is dedicated in a different location.



Issues

Certificate of Survey had been limited to no more than 40 acres. This limit was removed when Sub Regs revised in 2012 (TA-3-3-10)







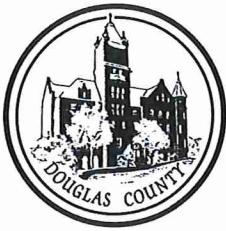
Conversion to public road

- 1) Cross access easement is 60 feet wide rather than 70 feet required for a local road.

Would need to dedicate additional easement for right-of-way

- 2) Houses/structures are setback a min. of 25 ft from easement;

Would be 20 feet from the right-of-way if additional 5 feet dedicated



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To: Board of County Commissioners

From: Chad Voigt, P.E., Deputy Director of Public Works *CV*

Date: March 20, 2019

Re: Consent agenda approval of Engineering Services Agreement
Replacement of Bridge 0532-0300, Project 2018-31

The referenced bridge is located on E 300 Road (a Marion Township road) approximately 0.7 miles south of Route 460. The existing bridge is 87 years old. Replacement is recommended to address deteriorated conditions, narrow roadway width, and scour in the stream channel. The proposed project is listed in our current Capital Improvement Plan for construction in 2019 or early 2020. A page from the CIP is attached for reference.

We've prepared a Scope of Work for engineering services to design the bridge and prepare construction plans for the project. We requested and received proposals from several consulting firms, and selected Professional Engineering Consultants, PA (PEC) to complete the work. PEC proposes to provide the required services for a not-to-exceed cost of \$54,928.45; which is consistent with our budget assumptions for this project. Later this year we plan to request authorization to purchase right-of-way and to award a bid for construction.

Attached are two (2) original copies of an hourly-rate agreement with PEC, to provide engineering services for this bridge replacement project at a not-to-exceed cost of \$54,928.45. We request the BoCC Chair sign both original copies.

Action Required: Consent Agenda approval to authorize the BoCC Chair to sign an hourly-rate agreement with a not-to-exceed cost of \$54,928.45 with Professional Engineering Consultants, PA to provide construction engineering services for Project 2018-31, Replacement of Bridge 0532-0300.

Bridge 0532-0300 Replacement

Project Number: 2018-31
 Construction Year: 2019
 Total Cost: \$520,000

Description: Replacement of the bridge carrying E300 RD over St. Francis Tributary (60 vehicles/day). The existing steel girder bridge was built in 1932.

Project Costs and Funding

LineItem	Total	2017	2018	2019	2020	2021	2022	2023
Balance forward			\$300,000	\$400,000	\$0	\$0	\$0	\$0
CIP budget allocations	\$220,000		\$150,000	\$70,000				
Engineering	(\$50,000)		(\$50,000)					
Right-of-way	(\$10,000)			(\$10,000)				
Utility Reloc	(\$10,000)			(\$10,000)				
Construction	(\$450,000)			(\$450,000)				
EOY reallocate CIP funds	\$300,000	\$300,000						
Project Balance		\$300,000	\$400,000	\$0	\$0	\$0	\$0	\$0

Existing span



Existing roadway



Douglas County Project No. 2018-31
Replacement of Structure No. 0532-0300
EXHIBIT A
SCOPE OF SERVICES

A. PROJECT OVERVIEW

The Engineer shall design and prepare construction documents for replacement of the existing bridge carrying E 300 Road over a tributary to Rock Creek, located 0.68 miles south of N 600 Road. This Scope of Services shall be completed under the direction of a Professional Engineer, licensed in the State of Kansas.

The existing drainage structure is a single 29.9' span, cast-in-place concrete deck and steel girder bridge, constructed in 1932. E 300 Road is a rock surfaced township road that carries an average of 35 vehicles per day.

This project is located in a mapped floodplain Zone A. The drainage area above the structure is 2,200 acres. The new structure will be sized to convey the 10-year design storm, or the capacity of the existing bridge; whichever is greater. The project will be designed to meet or exceed the existing waterway capacity.

This project is in Douglas County's Capital Improvement Plan and is scheduled for construction in 2019. The County will work with the Engineer to consider alternate structure types, with the goal of minimizing construction cost.

The minimum design guidelines and standards for this project are listed in Section 5.2 of the KDOT, Bureau of Local Projects, Local Public Authority (LPA) Project Development Manual, December 2014 Edition.

B. DATA COLLECTION AND BASE MAP

The Engineer shall complete the tasks below to initiate the project and prepare for the design phase.

1. Meet with County staff to obtain background information and identify specific concerns. The County will provide project budget information, roadway typical section and property ownership information. The County will provide property line and easement data.
2. Meet with County staff and the property owners on each side of E 300 Road to discuss the project and any concerns or issues they may have on their property. The County will initiate contact with the owners, requesting permission to survey on their property, and asking to meet with them to discuss the project.
3. Obtain a study of subsurface conditions, completed by a licensed geotechnical engineer. The study should be based on a minimum of two borings terminated at auger refusal with 5 feet rock cores, or as otherwise needed to adequately establish bearing capacities of in-situ materials. The study should identify

geologic conditions, evaluate material properties and provide foundation recommendations for possible proposed bridge alternatives. Provide the County with a pdf file of the completed study.

4. Obtain information from utility companies who have overhead or underground facilities within the Project limits. Request field locates for all utilities present and verify that the applicable utility companies have located their facilities within the Project limits.
5. Perform design and cadastral surveys as required to prepare plan and profile sheets. Provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the Project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of pertinent PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions.
6. Include in the design survey the location of tree lines, fence lines, landscaping and other property improvements located within the potential Project limits. Include the location of individual trees greater than 12" in diameter.
7. Include in the design survey the location of all existing overhead and underground utilities, and the location of boreholes referenced in the geotechnical study.
8. Prepare a HEC-RAS model for use in sizing the replacement bridge. Model the existing stream and existing bridge to identify current capacity and frequency of roadway overtopping. The model should extend upstream and downstream far enough to reduce the effects of boundary conditions. Calculate design flows using USGS regression equations found in KDOT Design Manual, Section 11.4. Model possible bridge replacement options, evaluate the need for channel modifications, and prepare a summary for discussion. Submit the digital HEC-RAS model to the County for review.
9. Prepare a base map drawing showing all surveyed data, property boundaries, easements, existing utilities and topography represented by one-foot contours. Include a preliminary geometric layout for the proposed bridge and roadway improvements. Plot the base map at a scale of 1"=20' and provide the County with a pdf file of the completed drawing.
10. Meet with the County to review the collected information, identify potential conflicts, discuss the proposed bridge size and verify the geometric layout. If necessary, revise and resubmit the base map drawing to provide all information required in this Scope. The County's concurrence in the preliminary layout will be contingent on the accuracy and completeness of the base map information provided by Engineer.

C. EVALUATE ALTERNATIVES

The Engineer shall complete the tasks below to identify cost-effective options for replacement of the bridge, and to obtain concurrence from the County on selection of the design concept.

1. Evaluate alternatives and identify a recommended design approach for the proposed bridge structure. Consider the geotechnical recommendations, project geometry and permitting concerns. Consider alternative structural materials, methods and expected service life. Prepare estimated quantities and preliminary cost estimates. Summarize the alternatives and provide a recommendation in memo format, and submit to the County for review.
2. Meet with the County to discuss the recommended design approach. The County's concurrence in the selection of a design concept will be contingent on the accuracy and completeness of the background information provided by Engineer.

D. PRELIMINARY DESIGN PHASE (Field Check)

1. Once the design concept has been selected, prepare Field Check plans in sufficient detail for the County to review. These documents shall include horizontal and vertical alignments, roadway profile and cross-sections, bridge type, size and location, stream channel profile views, proposed grading and required right-of-way and easement acquisition.
2. Field Check plans must meet the following requirements:
 - a) Prepare the base drawing to show existing structures, roadways, topography, contours, utility locations, property lines, easements, right-of-way lines, landowner names, section lines, tree lines, and property improvements. Include the base drawing in all plan views shown in the construction drawings.
 - b) Provide construction plan and profile views of the Project in sufficient detail to identify conflicts and estimate construction quantities.
 - c) The Field Check plans shall include proposed easement and right-of-way limits, limits of construction, a general outline of the construction staging, and other critical design items.
 - d) Plan views shall be drawn at a scale of 1 inch = 20 feet, or other appropriate scale agreed to by the County. Profile views shall be drawn at a scale of 1 inch = 20 feet horizontal and 1 inch = 5 feet vertical, or other appropriate scale agreed to by the County. All drawings must be prepared on 24"x36" sheets in general conformance with KDOT standards.
3. Prepare a Field Check estimate of probable construction cost for the Project.

4. Submit one full size set of the Field Check plans and the estimate of probable construction cost for County review. Also provide a digital file of the complete plans in pdf format. Allow two weeks for County review.
5. Meet with the County to discuss Field Check plans and review comments. If necessary to complete this Scope of Services, revise and resubmit the Field Check plans and estimate of probable cost to address County comments.
6. If the estimated cost exceeds the proposed budget, a review of design alternatives will be required. The Contract and this Scope of Work may be terminated if additional funds are not available or if project modifications cannot be made.

E. FINAL DESIGN PHASE (Office Check)

The Engineer shall complete the tasks below to implement the design concept, obtain necessary permits and complete Office Check plans for review.

1. Update the Project plans to incorporate Field Check review comments provided by the County. Work with County staff to resolve specific design issues related to those comments. Provide individual plan sheets as needed to discuss specific revisions. Obtain concurrence from the County on those revisions prior to development of Office Check plans.
2. Identify all conflicts with existing utilities within the project limits. Contact each utility company to discuss the requirements for relocation and verify that all conflicts can be resolved within the proposed Project schedule. Summarize this correspondence in a memo to the County.
3. Contact each of the following agencies to obtain a determination of permit requirements for the project, and provide the County with written responses from each agency:
 - a) U.S. Army Corps of Engineers
 - b) Kansas Department of Agriculture, Division of Water Resources
 - c) Kansas Department of Health and Environment
 - d) Kansas Department of Wildlife, Parks and Tourism
 - e) Kansas State Historical Society
4. Prepare applications, exhibits, drawings, and specifications necessary to obtain all required permits. Permit applications shall be prepared for the County's execution and submittal. The County will submit permit applications and pay permit fees. Assist the County in obtaining permit approvals by furnishing additional information as required. Revise the construction plans as needed to address changes resulting from agency review and approval of required permits.
5. Provide original letter size (or 11"x17") exhibits and legal boundary descriptions of each property required for right-of-way or easement acquisition. Include ties

to section corners, existing property lines and existing right-of-way. Boundary descriptions shall be sealed by the land surveyor in responsible charge. Also provide these documents in pdf format.

6. Submit electronic, scanned copies of the current Project plans to the County for use in landowner discussions. The County will meet with property owners to discuss acquisition of easements or right-of-way. If necessary, revise the construction plans and the right-of-way and easement acquisition documentation as needed to address changes resulting from negotiations with property owners. Provide updated copies to the County as needed.
7. Prepare the Office Check plans for review by the County. Office Check plans must meet the following requirements:
 - a) Include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. Obtain the County's approval of the traffic control plan prior to inclusion in the Office Check plans.
 - b) Provide detail drawings in the plans for all structures or improvements not covered by KDOT standard detail sheets or detail sheets provided by the supplier.
 - c) At a minimum, the Office Check plans shall include the following:
 - 1) Title Sheet
 - 2) Typical Sections
 - 3) Plan Sheets
 - 4) Profile Sheets
 - 5) Bridge Detail Sheets
 - 6) Traffic Control Plan Sheets
 - 7) Stormwater Pollution Prevention Plan
 - 8) Summary of Quantities listed as bid items
 - d) Additional plans and information may be required to complete Office Check plans.
8. Prepare Office Check estimate of probable construction cost for the Project.
9. Prepare any required Special Provisions to the KDOT standard specifications as needed for construction items on the plans.
10. Submit one full size set of the Office Check plans, the estimate of probable construction cost, and any required Special Provisions for County review. Also provide digital files of these documents in pdf format. Allow two weeks for County review.

11. Prior to the Office Check meeting, verify that all required permits have been obtained and approved. Contact permitting agencies as needed to resolve incomplete permits.
12. Meet with the County to discuss the Office Check plans and review comments. If necessary to complete this Scope of Services, revise and resubmit the Office Check plans and estimate of probable cost to address County comments.

F. FINAL PLAN PREPARATION

The Engineer shall complete the tasks below to prepare final plans for the Project.

1. Update the Project plans to address Office Check review comments provided by the County. Work with County staff to resolve specific design issues related to those comments. Provide individual plan sheets as needed to discuss specific revisions. Obtain concurrence from the County on those revisions prior to preparation of final plans.
2. Prepare the final plans and the final Engineer's estimate of probable construction cost.
3. Submit two full-size sets of final plans on 24"x36" bond paper which have been signed and sealed by the professional engineer responsible for the project. These two sets of plans will be signed by the County Director of Public Works. One set will be returned to the Consultant for their permanent records and one set will be retained by Douglas County for their permanent records.
4. Deliver to the County, three (3) full size copies and three (3) half size copies of the final signed and sealed plans, printed on 24" x 36" bond paper or 11" x 17" bond paper as appropriate. Also deliver one paper copy of the final Engineer's estimate of probable construction cost and the Special Provisions for the project.
5. Submit digital copies of the final signed and sealed plans, the final Engineer's estimate of probable construction cost and the Special Provisions for the project in pdf format.
6. Provide copies of the final signed and sealed plans to each utility company with facilities within the Project limits. Meet with each utility company to discuss the relocation of their facilities and the Project schedule. Provide the County with a summary of the proposed utility relocation schedule.

At any time prior to completion and final acceptance of the construction contract for this Project, the Engineer shall be responsible for correcting errors or omissions, and submitting revised final plans to the County.

G. BIDDING PHASE

The County will administer the bidding phase for the Project. The Engineer shall complete the tasks below as required.

1. Provide written responses to questions received from bidders about the final plans, specifications or quantities. If necessary, prepare supporting information such as calculations or exhibits to support addenda issued by the County.
2. If requested by the County, attend a pre-bid meeting to answer questions related to the plans and design.

H. CONSTRUCTION PHASE

The County will administer the construction phase for the Project. The Engineer shall complete the tasks below as required.

1. If requested by the County, attend a pre-construction meeting with the County and the contractor, to answer questions regarding the plans or design.
2. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.
3. Review and comment, or approve, each contractor's shop drawings and samples, the results of tests and inspections, and other required submittals, to verify compliance with the design concept and conformance with the requirements of the construction contract documents.

Construction inspection is not included in this scope of services. A separate agreement for construction inspection may be executed at a later date if requested by the County.

I. BRIDGE INVENTORY INSPECTION

The Engineer shall complete the tasks below and provide the County with digital record copies.

1. Following construction, inspect the new structure (inventory inspection), prepare the initial SIA report on the structure's condition, and enter inspection data into KDOT's bridge inspection web portal.
2. Complete the National Bridge Inventory (NBI) Item 113 Scour Analysis using Rapid Assessment worksheet provided by KDOT, Bureau of Local Projects.
3. Complete the Load Rating Summary Sheet for Local Bridges, and provide inventory and operating ratings for all AASHTO load rating vehicles, including standard truck configurations, special hauling vehicles and emergency vehicles.

J. GENERAL

The Engineer shall meet these general requirements in the completion of this scope of services.

1. Prepare the design plans for the Project for such parts and sections, and in such order of completion, as designated by the County and in conformance with the Project schedule.
2. Complete all plan development phases no later than the due dates on the Project schedule (Exhibit D), exclusive of delays identified by the County.
3. Provide written progress reports with each invoice for payment as detailed in Exhibit C.
4. Obtain approval from the County prior to incurring any additional costs or performing any work outside the agreed Scope.
5. Provide the County with written notes from any Project related meetings with other agencies, entities or individuals.

K. ITEMS CONSIDERED AS ADDITIONAL SERVICES

The following tasks are considered additional services and are not included in this scope of services.

1. Construction Inspection

Douglas County Project No. 2018-31
Replacement of Structure No. 0532-0300
EXHIBIT D
PROJECT SCHEDULE

Executed Agreement - proceed with data collection and survey	3/27/2019
Submit survey base map	5/1/2019
Submit design recommendation memo	5/15/2019
County select design concept	5/22/2019
Submit Field Check plans	6/26/2019
Field Check meeting - proceed with final design phase	7/10/2019
Submit permit application documents	7/17/2019
Notify utility companies and verify relocation plans	7/17/2019
Submit R/W and easement maps and descriptions	7/17/2019
Submit Office Check plans and verify required permits	8/7/2019
Office Check meeting - proceed with final plans	8/21/2019
Final plans signed and sealed	9/18/2019
County request utility relocations	9/25/2019
Tentative bid date (5 weeks minimum after final plans delivered)	10/23/2019
Construction start date	12/18/2019

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Professional Engineering Consultants, P.A. ("Engineer"), as of the _____ day of March, 2019 (the "Effective Date").

RECITALS

WHEREAS, County desires to employ Engineer to provide professional engineering services in the design of certain road(s) and/or bridge(s) in Douglas County, Kansas, in connection with Douglas County Project No. 2018-31 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the promises contained in this Agreement, County employs Engineer and Engineer agrees to provide professional engineering services as follows:

I. DEFINITIONS

In addition to other terms defined in the body of this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a consistent meaning:

"Additional Services" means any services requested by County which are not covered by Exhibit A.

"Agreement" means this contract and includes change orders issued in writing.

"County Engineer" means the person employed by County with the title of County Engineer, who is licensed to practice engineering in the State of Kansas.

"Engineer" means the company or individual identified in the preamble of this Agreement. Engineer shall employ for the services rendered engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents identified in the Contract for Construction of the Project, including Engineering Documents. All terms defined in the General Conditions of the Contract for Construction shall have the same meaning when used in this Agreement unless otherwise specifically stated, or in the case of a conflict, in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums and correspondence related to the Engineering Services.

"Engineering Services" and "Services" mean the professional services and other acts or duties required of Engineer under this Agreement, together with Additional Services as County may request and as evidenced by a supplemental agreement pursuant to the terms of this Agreement.

"Project" means the Douglas County project identified above in the Recitals.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment, and appropriate professional interpretations of all of the foregoing.

II. COMPENSATION

Engineer's compensation and related matters are as follows:

A. MAXIMUM TOTAL FEE AND EXPENSE

Engineer's fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Estimate of Engineering Fee (attached hereto as Exhibit B and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed \$ 54,928.45 ("Total Maximum Fee"). The Total Maximum Fee is based on the scope of Services outlined in Exhibit A, attached hereto and incorporated herein by reference, which Services shall be completed on or before March 1, 2020. Engineer's fees and expenses shall not exceed the amounts for each phase as detailed in Exhibit B. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

B. HOURLY RATE

Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule in Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without written approval by County.

C. REIMBURSABLE EXPENSES

Reimbursable expenses shall be included in the Total Maximum Fee and shall be reimbursed at Engineer's actual cost, without mark-up. Reimbursable expenses must be authorized by County and include expenses of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by County, and other costs as authorized by County. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records documenting reimbursable expenses shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

D. SALES TAX EXCLUDED

Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be legally imposed, County shall reimburse Engineer for such taxes in addition to the contractual amounts provided. Engineer, however, shall use County's sales tax exemption where applicable, and County need not reimburse Engineer for sales or use taxes Engineer pays in transactions legally exempt from such tax.

E. BILLING

Engineer shall bill County monthly for all its fees and reimbursable expenses. Monthly pay requests must generally be received by the 5th day of the month. The bill submitted by Engineer shall itemize the Services and reimbursable expenses for which payment is requested, and shall be deemed to include a representation by Engineer to County that the Services have proceeded to the point stated in the bill and that amounts requested in the bill are due and owing pursuant to this Agreement. County agrees to pay Engineer within 10 days after approval by the governing body or 30 days after the invoice is received, whichever is later.

F. COUNTY'S RIGHT TO WITHOLD PAYMENT

In the event County becomes credibly informed that any material representations of Engineer provided in its monthly billing are wholly or partially inaccurate, County may withhold payment of disputed sums then, or in the future, otherwise due Engineer until the inaccuracy and the cause thereof is corrected to County's reasonable satisfaction. In the event County questions some element of an invoice, that fact shall be made known to Engineer as soon as reasonably possible. Engineer will assist in resolution of the matter and transmit a revised invoice if necessary. County shall pay the undisputed portion of any invoice as provided in Paragraph E above.

G. PROGRESS REPORTS WITH PAY APPLICATIONS

A written progress report, as set out in Exhibit C (attached hereto and incorporated herein by reference) must be submitted with each monthly bill, indicating the percentage completion of each specific design task and those tasks that will be performed the following month. This report will serve as support for payment to Engineer.

H. CHANGES IN SCOPE

For substantial modifications in authorized Project scope and/or substantial modifications of drawings and/or specifications previously accepted by County, when requested by County and through no fault of Engineer, Engineer shall be compensated for the time required to incorporate such modifications at Engineer's standard hourly rates per Exhibit B. An increase in Total Maximum Fee or contract time, however, must be requested by Engineer and must be approved through a written supplemental agreement prior to performing such Services. Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Engineer's negligence, error, or omission.

I. ADDITIONAL SERVICES

Engineer shall provide services in addition to those described in this Agreement, including Exhibit A, when such services are requested in writing by County. Prior to providing any such Additional Services, Engineer shall submit a proposal outlining the Additional Services and an estimation of total hours and a maximum fee, based upon the Fee Schedule in Exhibit B. Payment to Engineer, as compensation for these Additional Services, shall be in accordance with the Fee Schedule in Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid at actual cost. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records of reimbursable expenses pertaining to Additional Services shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

III. RESPONSIBILITIES OF ENGINEER

Engineer shall furnish and perform the Engineering Services in all phases of the Project, as specifically provided in Exhibit A and which are required for the completion of the Project, according to the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein.

A. GENERAL DUTIES AND RESPONSIBILITIES

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Calvin Reed, PE ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.
2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.
3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit B; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.
4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, in addition to those described in Exhibit A, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.
6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.
7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.
8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.
9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

IV. RESPONSIBILITIES OF COUNTY

A. GENERAL DUTIES AND RESPONSIBILITIES

County shall have the following general duties and responsibilities:

1. Communication: County shall provide to Engineer information and criteria regarding County's requirements for the Project, examine and timely respond to Engineer's submissions, and give notice to Engineer whenever County observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: County shall procure and provide access agreements for Engineer to enter public and private property when necessary.

3. Program and Budget: County shall provide full information stating County's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
4. Other Engineers: County may contract with "specialty" engineers when such services are requested by Engineer.
5. Testing: County shall furnish any tests required to supplement the scope of services or tests required by law.
6. Bond Forms: County shall furnish all bond forms required for the Project.
7. Project Representative: County Engineer, or County Engineer's designee, shall represent County in coordinating the Project with Engineer, with authority to transmit instructions and define policies and decisions of County.
8. Payment: Pay Engineer its fees and reimbursable expenses in accordance with this Agreement.

V. PROJECT SCHEDULE

The Project Schedule is set forth in Exhibit D, attached hereto and incorporated by reference. Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

VI. SUSPENSION OR TERMINATION OF THE CONTRACT

A. SUSPENSION BY ENGINEER

Engineer may suspend performance of the Services under this Agreement if County consistently fails to fulfill County's material obligations under this Agreement, including County's failure to pay Engineer its fees and costs, within 15 days of Engineer's delivery to County of written notice of such default; provided, however, that Engineer may not suspend performance of Services based upon non-payment of fees or costs that is subject to a bona fide dispute, for which this Agreement authorizes County to withhold payment. Any such suspension shall serve to extend the contract time on a day for day basis.

B. TERMINATION BY ENGINEER

Engineer may terminate this Agreement upon 15 days written notice to County if (i) County suspends performance of the Services for its convenience for a period of 60 consecutive days through no act or fault of Engineer or a subcontractor or their agents or employees or any other persons or entities performing portions of the Engineering Services under direct or indirect contract with Engineer, or (ii) Engineer has suspended the performance of its Services for a period of 60 consecutive days pursuant to Section VI.A. above; and, during said 15 day written notice period, County has failed to cure its default. If Engineer terminates this Agreement, County shall pay Engineer such amounts as if County terminated this Agreement for its convenience pursuant to Section VI.E.

C. TERMINATION BY COUNTY FOR CAUSE

County may terminate this Agreement for cause upon 7 days written notice to Engineer: (i) persistently or repeatedly refuses or fails to supply enough qualified workers or proper materials; (ii) assigns or subcontracts any part of the Engineering Services without County's prior written consent; or (iii) otherwise is guilty of substantial breach of this Agreement; and, during said 7 day written notice period, Engineer fails to cure its default.

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. In addition, County may without prejudice to any other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

If the Engineer for any reason is not allowed to complete all the Services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness of constructability of the construction documents prepared by the Engineer if changed or completed by the County or by another party. Accordingly, the County agrees, to the fullest extent permitted by the law, to waive and release the Engineer, its officers, directors, employees, and subconsultants from any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from such change or completion by any other party of any construction documents prepared by the Engineer.

D. SUSPENSION BY COUNTY FOR CONVENIENCE

County may, without cause, order Engineer in writing to suspend, delay or interrupt the Engineering Services in whole or in part for such period of time as County may determine.

The Total Maximum Fee and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption.

E. TERMINATION BY COUNTY FOR CONVENIENCE

County may, at any time, terminate this Agreement for County's convenience and without cause. Upon receipt of written notice from County of such termination for County's convenience, Engineer shall: (i) except for Engineering Services directed to be performed prior to the effective date of termination as stated in the notice, cease operations under this Agreement; and (ii) take actions necessary or that County may direct, for the protection and preservation of the Engineering Services and Engineering Documents.

If County terminates this Agreement for its convenience, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. County shall compensate Engineer for all Services completed prior to receipt of the termination notice or performed pursuant to the termination notice. County need

not pay, and Engineer waives, compensation for Engineering Services not actually provided, anticipatory profit or consequential damages.

VII. GENERAL PROVISIONS

A. DISPUTE RESOLUTION

County and Engineer agree that disputes relative to the Project should first be addressed by direct negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute and assuming County has not terminated this Agreement, Engineer shall proceed with the Services in accordance with this Agreement as if no dispute existed.

B. OWNERSHIP OF ENGINEERING DOCUMENTS

All documents and electronic files prepared or furnished by Engineer pursuant to this Agreement are instruments of Engineer's professional service, and Engineer shall retain an ownership and property interest therein. Engineer grants the County a perpetual license to use and modify instruments of Engineer's professional services for the purpose of constructing, occupying, maintaining, altering and adding to the Project and future projects relating to, incorporating, or in the vicinity of the Project. Topographic data collected by the Engineer pursuant to this Agreement shall be considered a part of the instruments of Engineer's professional service and the County's license to use this information pertains only to the portions of this data directly related to this Project. Reuse or modification of any such licensed documents, electronic files or other data by the County, shall be at the County's sole risk and without liability to Engineer, and the County agrees to indemnify and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the County or by others acting through the County, except the County does not agree to indemnify or hold engineer harmless from Engineer's own negligence.

C. INSURANCE

Engineer shall maintain throughout the term of this Agreement the following insurance coverage:

1. Professional Liability: Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the annual aggregate, which insurance shall be maintained not only during the term of this Agreement but also for a period of 3 years after completion of the Project.
2. Commercial General Liability: Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. The policy shall include personal injury, products/completed operations, and contractual liability,
3. Worker's Compensation: Worker's Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability: Employer's Liability Insurance in amounts not less than the following:

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$500,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)

5. Automobile Insurance: Automobile Liability Insurance in an amount not less than \$1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:
 - a) Cover all subconsultants in its insurance policies; or
 - b) Require each subconsultants not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.
7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.
8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:
 - a) Is licensed to do business in the State of Kansas;
 - b) Carries a Best's Policyholder rating of A or better; and
 - c) Carries at least a Class X financial rating.

All general and automobile liability insurance shall be written on an occurrence basis. County shall be shown as an additional insured on all required insurance policies except professional liability, automobile, and worker's compensation. Each required insurance policy shall contain a provision by which County must be given 30 days notice prior to any insurance policy cancellation. Engineer shall provide County with acceptable certificates of such insurance evidencing the required insurance coverage before County issues its Notice to Proceed, at County's reasonable request, from time to time during the term of this Agreement.

D. INDEMNITY

Engineer hereby agrees to indemnify and hold harmless County and its departments, divisions, officers, employees and elected officials from all loss, damage, cost and expenses, including reasonable attorneys' fees and expenses, incurred by or on behalf of any of the foregoing arising out of or related to personal or bodily injury or property damage, that to the extent arise from or related to the wrongful acts or negligent acts, errors or omissions of Engineer or its employees, agents or subconsultants. The provisions of this section shall survive the termination of this Agreement.

E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement, including the Maximum Fee and contract time and other terms and conditions, may be amended only by a written supplemental agreement signed by County and Engineer, except in the case of an emergency situation, in which case County Engineer may give verbal and facsimile approval to be followed by a written and signed supplemental agreement. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including, but not limited to, Maximum Fee and contract time, is a requirement of any insurance policy held by Engineer as a requirement of this Agreement, the provision of such notice shall be Engineer's responsibility.

F. APPLICABLE LAW

This Agreement shall be governed by, and is to be construed and enforceable in accordance with, the laws of the State of Kansas and the codes and established policies of County.

G. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either party without the written consent of the other party.

H. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

I. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via County)

31 U.S.C. Section 1352 requires all subgrantees, contractors, and engineers who receive federal funds via County to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Engineer shall obtain the necessary forms from County, execute such forms, and return such forms to County. Engineer shall also obtain executed forms from any of its subcontractors who fall within the provisions of the statute and provide such forms to County.

J. COVENANT AGAINST CONTINGENT FEES

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. COMPLIANCE WITH LAWS

Engineer shall abide by applicable federal, state and local laws, ordinances and regulations applicable to this Project that are in effect as of the date of Services rendered until the Engineering Services required by this Agreement are complete. Engineer shall secure all occupational and professional licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

L. NOTICES

Any notice or other communication required or permitted by this Agreement shall be made in writing to the address specified below:

Engineer: Calvin Reed, PE
Professional Engineering Consultants, P.A.
623 Massachusetts St., Suite 200 Lawrence, KS 66044

County: Keith A. Browning, PE
Douglas County, Kansas
3755 E 25th Street
Lawrence, KS 66046

Nothing contained in this Section, however, shall be construed to restrict the transmission of routine communications between Engineer and County.

M. TITLES AND SUBHEADINGS

Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

N. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

O. NON-DISCRIMINATION

Engineer 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 Engineer 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 County; and (f) if it is determined that Engineer 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 County.

P. WAIVER

A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Q. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of the parties.

R. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to make County a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other.

S. AUTHORITY TO SIGN

The individual signing this Agreement on behalf of Engineer represents that such person is duly authorized by Engineer to execute this Agreement on behalf of Engineer and, in doing so, that Engineer becomes bound by the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

ENGINEER:

Professional Engineering Consultants, P.A.

By: 
Engineer's Authorized Signatory

Calvin Reed, P.E.
Printed Name

Transportation Division Manager
Title

COUNTY:

DOUGLAS COUNTY, KANSAS by the BOARD OF
DOUGLAS COUNTY, KANSAS COMMISSIONERS

By: _____
Michelle Derusseau

Title: Chair

ATTEST:

Douglas County, Clerk

Exhibits:

- A. Scope of Services
- B. Fee Schedule
- C. Form of Progress Reports
- D. Project Schedule



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer
Chad Voigt, P.E., Deputy Public Works Director *CV*

Date : March 21, 2019

Re : Consent Agenda authorization to purchase precast concrete frame culvert
Structure No. 11.38N-22.00E; Project No. 2017-57

The referenced culvert is on Route 1061 approximately 0.4 miles north of N 1100 Road and approximately 0.6 miles south of Eudora. It is a 10'-span x 6'-high reinforced box culvert. This culvert is one of six narrow culverts on Route 1061 that we plan to replace over the next couple years in an effort to improve safety.

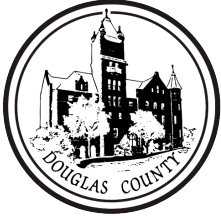
We plan to replace this culvert with a 14'-span x 8'-high three-sided rigid frame culvert that will provide for ample roadside clear zone. In addition to the three-sided rigid frame culvert, we also requested quotes on a similarly sized reinforced box culvert. We obtained price quotes for supply of the structure, as follows:

Supplier	RCB	RCF
Forterra	\$116,304.00	\$111,520.00
OldCastle	No Bid	No Bid
Pretech	\$126,516.00	No Bid

We were awarded a \$50,000 reimbursable grant for this project from the U.S. Fish & Wildlife Service (USFWS), and must construct the project this year to receive the funds. The existing culvert is perched above the stream flow line preventing movement of aquatic organisms. The new culvert will not have a floor, and will accommodate this movement. The CIP includes adequate funds for this project.

We plan to construct the project this summer.

Action Required: Consent Agenda authorization to purchase a precast reinforced concrete frame culvert from Forterra at a cost of \$111,520.00 for Project No. 2017-57, the replacement of Structure No. 11.38N-22.00E.



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
splinsky@douglascountyks.org

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners

FROM: Bob Tryanski, Director of Behavioral Health Projects

SUBJECT: Douglas County Peer Fellows Program

DATE: March 21, 2019

Attached for your consideration and approval is a proposal to establish a Peer Fellows program in Douglas County beginning in May of 2019.

The Douglas County Behavioral Health Leadership Coalition (BHLC) and Lawrence Douglas County Health Department have identified the integration of peer support across our system of care as a priority of the Community Health Plan (CHP) as well as plans for the recovery campus, crisis center, supportive housing programs and expanded mobile response. Initial staffing estimates would add more than 15 FTE of peer support in the next three years. In order to meet those staffing requirements, Douglas County needs to develop a robust, highly-skilled workforce of peer specialists who are prepared to serve in a variety of challenging, urgent care environments such as the emergency department at Lawrence Memorial Hospital.

In 2018, Douglas County trained a cadre of twenty certified peer specialists. The Peer Fellows program will build on that work by creating new positions for those peers and others to begin working in our evolving system of care. Additionally, peer fellows will be supported with guidance, mentoring, and education provided by subject matter experts, clinicians, and community partners.

As outlined in the March 6th study session and attached materials, county dollars will support stipends for up to twelve peer specialists who will provide service at various sites in Douglas County, beginning with the emergency department of Lawrence Memorial Hospital. Peer fellows will be employed and supervised by Bert Nash and managed on-site by community partners. They will work sixteen hours per week and participate in four additional hours of education, coaching, and professional development activities. Peer specialists, site partners, and project partners will meet weekly to coordinate and collaborate on the program's design and implementation.

The following motion is recommended to approve this item:

“Consider approval to create a Douglas County Peer Fellows Program in 2019. Total cost to Douglas County not to exceed \$192,000 in year one”

Douglas County Peer Fellows Project

Executive Summary:

Purpose: This project plays a critical role in meeting the county's Community Health Plan goal of incorporating peer support across our social service system, as well as across the community.

Strategy: County dollars will support stipends for peer specialists (six from May through August, with six additional beginning in September), who will provide service at various sites in Douglas County, beginning with the emergency department of Lawrence Memorial Hospital. Peer specialists, site partners, and project partners will meet weekly for professional development, mutual learning, and design work.

Budget: \$192,000 in Year 1. \$212,000 in calendar Year 2.

Category	Year 1	Year 2
Stipends (new funding from 2019 Equipment Reserve)	\$160,00	\$180,000
.75 FTE supervision (existing funding through 2019 BH Projects budget)	\$32,000	\$32,000
Total	\$192,000	\$212,000

Current Partners: Douglas County, Bert Nash Community Mental Health Center, Lawrence Memorial Hospital, DCCCA, Heartland RADAC, Aetna Better Health of Kansas. Additional partners and work sites to be added in the second half of 2019.

Project Details:

Peer support services are the visible leading edge of a person-centered recovery-based model of health that has been gaining momentum over the last few decades. Peer specialists play a crucial role in supporting our constituents in questioning, challenging, and moving beyond the many factors that result in disability. The Douglas County Peer Fellowship Project serves to develop our peer workforce, build peer support capacity in our community, and shape a culture of recovery wherever Douglas County residents live, learn, work, and play.

As a starting point for this partnership, we will identify and recruit six peer specialists to work as part of the team at the LMH emergency department. Hired and supported through Bert Nash, these individuals will be paid an hourly stipend using dollars provided to Bert Nash by Douglas County. Each peer specialist will work up to 20 hours a week, with sixteen of these hours at the ED and four hours dedicated to Fellows activities.

Four times per month, the peer specialists will meet along with LMH Behavioral Health Crisis Clinicians and faculty of the Fellows program. This time is dedicated to group coaching and professional development, as well as to the on-going work of co-creating the strategies necessary to make our system-wide efforts successful. Specific trainings under consideration include LEAP (Listen, Empathize, Agree, Partner), ASIST, trauma-informed peer support, Mental Health First Aid, and deep explorations of topics covered in the Kansas Certified Peer Specialists training curriculum.

Fellows faculty and subject matter experts include staff from all partners listed above, each with a dedicated role to play in managing the relationships, design, and operational considerations necessary to meet the goals of our Community Health Improvement Plan.

Initial efforts for this project will focus on successful implementation at LMH. In June, we will begin to recruit new work sites for the second cadre of fellows. Potential sites under discussion so far include Douglas County Jail, Heartland RADAC, DCCCA, Lawrence Public Library, local faith congregations, and the Lawrence Community Shelter. In September of 2019, six new fellows will join the initial group in the coaching and development process outlined above.



Douglas County Peer Fellows Program

CONNECT • BUILD TRUST • THRIVE

The Douglas County Peer Fellows program will build peer support capacity in our community, develop our peer workforce and shape a culture of recovery wherever Douglas County residents live, learn, work and play. The program will connect trained individuals, sharing insight and wisdom gained through lived experience, to community members who struggle with mental illness and addiction. These peer specialists will provide emotional and social supports along with resources that can lead to better health outcomes.

THE BIG IDEA

12
peer fellows

working
20
hours each week

impacting
3,000+
community members
each year



	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
TIMELINE 2019	- County Commission work session - Develop application, training expectations, selection process and recruiting	- Interviews and selection - Training begins - Outreach for additional funding	- Begin to recruit new work sites 6 peer specialists working in community	6 more peer specialists hired and working in community, bringing total to 12 - Evaluation and planning for 2020



*Building an integrated system of care that moves
from crisis and illness as a norm to recovery and prevention as a practice*



More info: www.douglascountyks.org/bh

People with a common experience are able to share knowledge and insight gained through common struggles and success. Peer specialists draw upon their shared experience living with mental illness, addiction and recovery. Peer support complements and enhances other health services by creating the emotional, social and practical assistance necessary for managing their illness and staying healthy. Peer support is frequent, ongoing, accessible and flexible. It can take many forms: phone calls, text messaging, group meetings, home visits, going on walks together and even grocery shopping.

The Douglas County Peer Fellows program will mirror programs such as Teach for America, AmeriCorps and college intern programs. The goal is to build a team of peer specialists and deploy a peer workforce throughout our community.

As a starting point for this partnership, we will identify and recruit six peer specialists to work as part of the team at the LMH Health Emergency Department. Each peer specialist will work up to 20 hours a week, with 16 of these hours at the ED and four hours dedicated to Fellows activities.

Four times per month, the peer specialists will meet along with LMH Behavioral Health Crisis Clinicians and faculty of the Fellows program. This time will be dedicated to group coaching and professional development as well as to the ongoing work of co-creating the strategies necessary to make our system-wide efforts successful. Specific trainings under consideration include LEAP (Listen, Empathize, Agree, and Partner), trauma-informed care, Mental Health First Aid, and deep explorations of topics introduced in the Kansas Certified Peer Specialists training curriculum.

Initial efforts for this project will focus on successful implementation at LMH. Potential expansion sites include Douglas County Correctional Facility, Heartland Regional Alcohol & Drug Assessment Center, DCCCA, Lawrence Public Library, local faith congregations, the Lawrence Community Shelter, and Aetna Better Health of Kansas.





DOUGLAS COUNTY ZONING & CODES DEPARTMENT MEMORANDUM

TO: Board of County Commissioners
SUBJECT: ZTBU-2019-001, Temporary Business Permit for an Asphalt Batch Plant, to be located at 1454 E 2300 Rd, Eudora, KS
DATE: March 27, 2019
FROM: Tonya Voigt, Zoning & Codes Coordinator

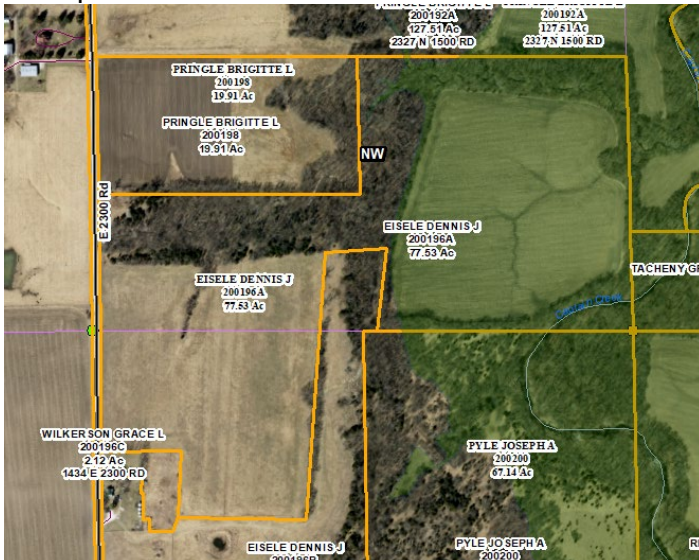
BACKGROUND:

Bettis Asphalt & Construction, Inc.(Rick Eckert) is requesting a Temporary Business Permit for a portable Asphalt Batch Plant at 1454 E 2300 RD. Owners of record are Dennis and Jane Eisele. The purpose of the project is to support a 13 mile KDOT resurfacing project (mill and overlay) on K-10 beginning at the Douglas/ Johnson County line, then extending east to the junction of K-10 and K-7. Stockpiles will consist of rock, sand, asphalt millings and recycled asphalt shingles. Approval is requested for a six (6) month period, from April 1, 2019- October 1, 2019.

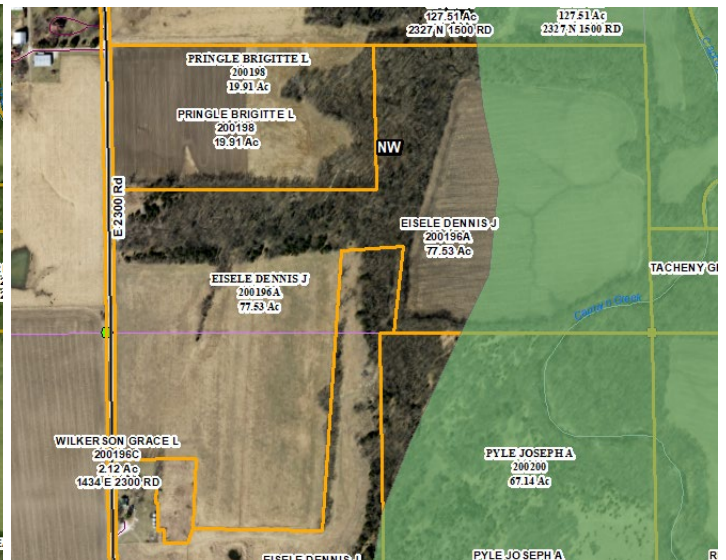
GENERAL INFORMATION:

Current Zoning and Land Use	A (Agricultural) Zoning, agricultural and residential use.
Area	Approximately 80 acres
Surrounding Zoning and Land Use	A (Agricultural) Zoning to the north, east, west and south. Land use is agricultural and residential. The City limits of Eudora are located southwest.
Floodplain	This property has special hazard flood areas on the NW corner of the property. Proposed site plan improvements are outside this area.
Natural Resources	1856 Forest in NW corner of property. Proposed site plan improvements are outside this area.

Floodplain



Old Forest Growth



APPLICABLE REGULATIONS:

Temporary business uses may be permitted in any zoning district upon review and finding of the Board of County Commissioners that the proposed use is in the public interest [re: section 12-319-5]. In making this determination, the Board is required to consider:

- Intensity and duration of the use,
- Traffic that can be expected to be generated by the use,
- Applicant's plans for dealing with sanitation and other public health and safety issues, and
- Other factors which the Board in its discretion determines will affect the public's health, safety and welfare.

Temporary business uses are enumerated in section 12-319-5.01.b. This specific uses falls in the "...other similar business use of a temporary and specific duration..." use category.

Typical application procedure requires an application be submitted a minimum of 28 days prior to the commencement date. A complete application was received on January 28, 2019.

The application is required to be accompanied by a plan showing the location of the temporary business use (asphalt batch plant) and provide an explanation of the following activities. A summary of the activities submitted with the application follows:

1. Controlling traffic, parking and road conditions. Applicant's response: *There are no traffic control adjustments being proposed at this time. The drive access will need to be improved and an entrance permit from Eudora Township will be obtained. Kevin Miller at Eudora Twp. has been contacted regarding a road maintenance agreement. We plan to video the road condition, township and City, before we begin the project. Brandon Boyd, PW Engineer with the city of Eudora has been notified of our plans. We do our dust control in-house.*
2. Health Code. All sanitation and health concerns will be addressed on the quarry site to adequately provide for both portable toilets and potable water. Applicant's response: *Portable restrooms will be on-site and managed by a third party. The third party will seek approval from the Douglas County Health Department to verify the number of toilets and potable water sources provided meet County Code.*
3. Lighting. Adequate night lighting will be provided on the quarry site. Applicant's response: *We will use common LED's and they will be purposefully pointed downward and into the plant. We will build a berm to the south to screen the three houses. There are no houses to the north and there is natural tree line.*
4. Security. Applicant's Response: *There will be a security gate controlling access. We use Titan Protection and Consulting for security. We will have someone on site pretty much 24/7 as well.*
5. Eudora Twp. Fire Dept. Eudora Twp. Fire and Emergency Services have been notified by staff prior to the County Commission meeting. Applicant's Response: *The fire department will be notified of construction activities. Douglas County Emergency Preparedness Coordinator will be informed of the asphalt plant's location and startup date.*
6. Liability Insurance. Applicant's Response: *General liability & property insurance will be provided to Douglas County Zoning & Codes Department before operation begins.*

Additional questions staff believed to be relevant:

7. The use/storage of hazardous materials. Applicant's Response: *Asphalt Cement (AC) Oil will be stored on-site in closed storage tanks. AC Oil is not considered a hazardous material. But is regulated by DOT because it is an elevated temperature (above 300 degrees). AC Oil is thick sludge material and will not discharge off-site if spilled on the ground.*
8. Hours of Operation. Applicant's Response: *Plant hours will be determined by KDOT. The K-10 project is a night job. The portable plant will not operate on holidays observed by the State of KS.*
9. Anticipated noise, dust, odor, smoke or other environmental impacts. Applicant's Response: *Odors and airborne dust produced by the operations will comply with all Air Quality Standards of the EPA (Environmental Protection Agency) and approved by KDHE (Kansas Department of Health and Environment). All dust and odor control measures are in place, as specified. Dust and odor control measures have been utilized in the development of the portable asphalt operations. A bag house is installed on the asphalt plant that has 99.97% efficiency rating. Noise from on-site operations shall be in compliance with Occupational Safety and Health Administration (OSHA) regulations. Noise exposure to employees will be regulations under OSHA. We plan to mute the loader's audible warning alarm that feeds the asphalt plant. Any municipal solid waste generated from the site will be disposed of in an accredited Subtitle D Landfill.*
10. Plan to keep roads clean of debris or spillage. Applicant's Response: *All trucks will tarp loads and have locking tailgates. Any material spilled on the roadway will be cleaned up immediately. The Project and Plant Foreman will monitor the roads on a daily basis.*
11. Plan for clean-up, restoration, reclamation of the property upon construction completion. Applicant's Response: *Top soil will be stripped and used to screen the southern perimeter. At the end of the project the site will be graded and top soil will be used to re-vegetate the site. A construction storm water permit will be received the site. Before we can cancel the permit, the site must be cleaned up and re-vegetated.*
12. Provision of a Stormwater Pollution Prevention Plan (SWPP). Applicant's Response: *All stormwater will be regulated by the EPA and KDHE. The proposed operation will have an engineered-certified Stormwater Pollution Prevention Plan.*

Public notice of the temporary business use was mailed to property owners within 1000' on February 21st, 2019. The Zoning & Codes Department has received a letter from Eudora Planning Commission (attached).

A public hearing is required to be held by the Board of County Commissioners on the temporary business permit application in accordance with section 12-319-5.01.f. The Commission may approve or deny the permit. If the permit is approved, the action the Commission take needs to include the effective time period for the permit and all conditions under which the permit is granted.

A Temporary Business Permit is issued to the applicant making the request. It is not assignable to another part without the Commission's consent [re:-12-391-5.01.g]

STAFF RECOMMENDATION:

Approval of the Temporary Business Permit for the location of a temporary asphalt batch plant for Bettis Asphalt, located at 1454 E 2300 Rd, Eudora, for 6 months, from April 1, 2019 through October 1, 2019 with the following conditions:

1. Applicant will work with Eudora Township to keep E 2300 in a safe and serviceable condition for the traveling public as well as trucks hauling to and from the plant. As a minimum, the applicant will pay for road rock up to 1,500 tons toward this effort.

2. Pre-project improvements to road condition on E 2300 must be approved by Public Works and Eudora Twp. prior to operation.
3. Dust control should be required continuously during hauling operations. Dust palliative should be applied the entire length of E 2300 Rd from the plant entrance to the asphalt apron on the north side of Route 442. The dust palliative treatment will need to be maintained and possibly re-applied during the 6-month life of the permit. This is for safety of the traveling public in addition to the livability of houses adjacent to the road.
4. Commercial truck traffic to and from the TBU site is limited to E 2300 south of the project to and from K-10 at all times.
5. An entrance permit from Eudora Township will be required.
6. The asphalt surfaced portion of E 2300 Road from Route 442 to ~200' north is currently badly cracked. Heavy truck traffic will likely destroy this pavement. Applicant should be required to maintain and restore this short section of asphalt pavement. This is in the City of Eudora.
7. Honor all aspects of the provided development plan which includes: reclamation, SWPP controls KDOT plant requirements. A final site inspection of the reclamation must be approved by October 1, 2019.
8. Copies of the Stormwater Pollution Prevention permit and KDHE air permit be provided to Zoning and Codes prior to operation.
9. A copy of the General Liability & Property Insurance covering this site showing the County and Eudora Twp. as a party held harmless from claims.
10. Hours of operation will be ~~dusk to dawn~~. 24 hours a day during the project.
11. Security lighting shall be turned off when the plant is not in operation.
12. Enter into a road maintenance agreement executed between the applicant and Eudora Twp. to address road condition, continual maintenance and post project road improvements. Provide a copy of the agreement to Zoning and Codes.
13. Electrical permit required for temporary power.
14. Responsible for any traffic control signs deemed necessary by Eudora Twp. or DG Co. (e.g. trucks entering highway signs).