

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 13, 2019

5:30 p.m. BUSINESS MEETING

-Consider approval of the minutes for March 6, 2019.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2019 Maintenance Season (Keith Browning);
- (c) Consider approval of Crushed Rock Bids for Road Maintenance (Keith Browning); and
- (d) Accounts payable.

REGULAR AGENDA

- (2) Consider Interlocal agreement to establish the City of Eudora Urban Growth Area (Mary Miller/Barack Matite)
- (3) Consider approval of **SP-19-00011**, a site plan for minor changes to plans approved with Conditional Use Permit, CUP-15-00613, for Calcio Village an *Athletic Field* complex for youth soccer on approximately 80 acres, located at the intersection of E. 1750 Road and N. 1300 Road. Submitted by Jambars Futbol Club Inc./Calcio Village, LLC, on behalf of John Pendleton for Lorita H. Pendleton, Trustee, property owner of record. (Mary Miller is the Planner)
- (4) Discuss communications with the City of Lawrence on Lawrence-Douglas County Fire and Medical (LDCFM) service partnership agreements (Sarah Plinsky) – No backup
- (5) Appointments:
 - Community Corrections Advisory Board (2) positions open (General/Social Services)
 - Criminal Justice Coordinating Council (1) positions open (Commissioner Appt)
 - JAAA Advisory Council (1) position
 - JAAA Board of Directors (2) positions
 - Heritage Conservation Council: (1) position (Architect)
 - Lawrence-Douglas County Advocacy Council on Aging (10) open positions
- (6) 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.
- (7) Committee Reports
- (8) Commissioner and/or Administrator Miscellaneous
- (9) Adjourn

WEDNESDAY, MARCH 20, 2019

4:00 p.m. - WORK SESSION

-2020 Budget Preparations

5:30 p.m. – MEETING

-2019 Ambulance purchase (Shaun Coffey)

-Agritourism Tier 1 application for Winter Schoolhouse (Tonya Voigt)

-TBU for a temporary asphalt plant for Bettis Asphalt (Tonya Voigt)

-CUP-18-00570: Consider an amended Conditional Use Permit to reduce the amount of the performance/reclamation bond required for Big Springs Quarry, located at 2 N 1700 Rd, Lecompton. Submitted by Mid-States Ventures LLC, for Mid-States Ventures LLC, Nancy J Hughes, James R Meek, Thomas R Meek, and Bonnie M Nichols, Trustee, property owners of record. (Mary Miller is the Planner)

WEDNESDAY, MARCH 27, 2019

4:00 p.m. - WORK SESSION

-Private Road/Cross Access Easement Discussion

5:30 p.m. – MEETING

-Proclamation for National Public Health Week- Dan Partridge

WEDNESDAY, APRIL 3, 2019

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

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 PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 7, 2019

Re : Consent Agenda Approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2019 Maintenance Season

Bids were opened on March 5, 2019 for the supply of hot mix asphalt material for use during the 2019 road maintenance season. We requested bids for varying ranges of quantities. The bid tabulation is attached.

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

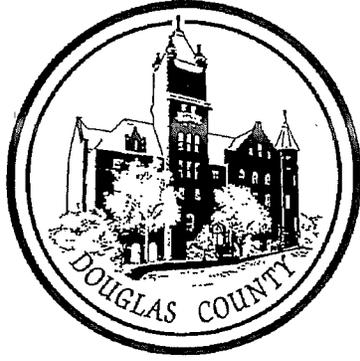
Killough Construction Inc	500 – 2,500 tons	\$47.00/ton
Hamm Inc	500 – 2,500 tons	\$50.50/ton
Bettis Asphalt & Construction, Inc	500 – 2,500 tons	\$52.50/ton

Awarding the supply contracts to more than one producer ensures we are able to get asphalt material if one plant is down or otherwise cannot supply the material.

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

The 2019 budget for Road & Bridge Fund has \$555,000 allocated for BM-2 hot mix asphaltic concrete.

Action Required: Approve the supply contracts for 500 to 2,500 tons of Hot Mix Asphalt from Hamm, 500 to 2,500 tons from Bettis Asphalt & Construction and 500 to 2,500 tons from Killough Construction for the 2019 road maintenance season.



DOUGLAS COUNTY, KANSAS

BID DOCUMENTS

FOR

HOT MIX ASPHALT (HMA)

BID NO. 19-F-0006

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT

HOT MIX ASPHALT (HMA)
BID NO. 19-F-0006

BY

THE DOUGLAS COUNTY COMMISSIONERS

Patrick Kelly
Member

Nancy Thellman
Member

Michelle Derusseau
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 19-F-0006

Notice is hereby given that Douglas County is accepting sealed bids for HMA – COMMERCIAL GRADE (CLASS A), for use at various locations throughout Douglas County by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 pm, Tuesday, March 5, 2019 and then publicly opened in the Office of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 3755 E 25th Street, Lawrence, Kansas, or on the internet at www.drexeltech.com or www.demandstar.com . The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed “**HOT MIX ASPHALT (HMA)**”, along with the name and address of the bidder. Any bid received by the Office of the County Clerk after the closing date and time will be returned unopened. Faxed bids will not be accepted. Douglas County is not responsible for the lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited for the use intended.

Dated: February 13, 2019

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works

Published: Saturday, February 16, 2019
Wednesday, February 20, 2019

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
Public Works Operations
Purchasing Department

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0006

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "**HOT MIX ASPHALT (HMA)**" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 pm, Tuesday, March 5, 2019. Fax bids will not be accepted. The County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the County mail room.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within twenty (20) calendar days after the bid opening.

10. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

11. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

12. DELIVERY TERMS: Hot Mix Asphalt (HMA) to be loaded in Douglas County vehicles at production site.
13. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
14. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
15. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

16. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
17. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
18. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
19. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
20. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO. 19-F-0006

Proposal of Killough Construction Inc, to supply hot mix asphalt
(Name of Firm)

ITEM DESCRIPTION AND SPECIFICATIONS

HMA – Commercial Grade (Class A): The completed mix shall comply with Section 611 with the following exceptions: Table 611-1, Change the “Reclaimed Asphalt Pavement (RAP) (max %)” from 25% to 10%, Change the Binder requirement to PG64-22 and Delete note (1) shown below table 611-1. Aggregates shall comply with Division 1100, Asphalt Cement shall comply with Division 1200 and production shall comply with Division 150 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition of 2007. The proposed Mix Design shall accompany and be considered a part of this proposal.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for HMA-Commercial Grade (Class A) will be based on the Computed Monthly Asphalt Price Index in effect for February 2019 as listed at:

<http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>.

The price quoted for supplying HMA-Commercial Grade (Class A) will be adjusted in subsequent month's \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Price Index, based on the initial price index for February 2019.

Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

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HD

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR HMA – COMMERCIAL GRADE (CLASS A)

BID NO. 19-F-0006

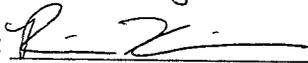
ITEM	QUANTITY	UNIT PRICE
HMA – Commercial Grade (Class A)	500 – 2,500 Tons	\$ <u>47⁰⁰</u>
HMA – Commercial Grade (Class A)	2,501 – 5,500 Tons	\$ <u>47⁰⁰</u>
HMA – Commercial Grade (Class A)	5,501 – 8,500 Tons	\$ <u>47⁰⁰</u>

Bids are due by: 3:00 pm, Tuesday, March 5, 2019

Production Location(s): 1 mile North of Ottawa

Company: Killough Construction

Name: Brian Killough

Signature: 

Date: 3/5/2019

RECOMMENDED FOR APPROVAL:

Keith A. Browning, P.E.
Director of Public Works

ACCEPTED:
DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Michelle Derousseau, Chairman

Patrick Kelly, Member

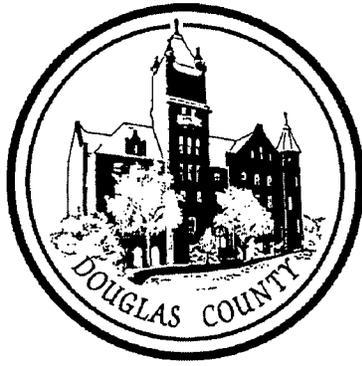
Nancy Thellman, Member

Attest:

Jamie Shew, Douglas County Clerk

Date

Date: _____



DOUGLAS COUNTY, KANSAS

BID DOCUMENTS

FOR

HOT MIX ASPHALT (HMA)

BID NO. 19-F-0006

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT

HOT MIX ASPHALT (HMA)
BID NO. 19-F-0006

BY

THE DOUGLAS COUNTY COMMISSIONERS

Patrick Kelly
Member

Michelle Derusseau
Chairman

Nancy Thellman
Member

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 19-F-0006

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Dated: February 13, 2019

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works

Published: Saturday, February 16, 2019
Wednesday, February 20, 2019

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
Public Works Operations
Purchasing Department

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0006

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DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

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10. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.
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- The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.
12. **DELIVERY TERMS:** Hot Mix Asphalt (HMA) to be loaded in Douglas County vehicles at production site.
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15. **TAX EXEMPT:** The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

16. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
17. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
18. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
19. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
20. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO. 19-F-0006

Proposal of Hamm, Inc., to supply hot mix asphalt
(Name of Firm)

ITEM DESCRIPTION AND SPECIFICATIONS

HMA – Commercial Grade (Class A): The completed mix shall comply with Section 611 with the following exceptions: Table 611-1, Change the “Reclaimed Asphalt Pavement (RAP) (max %)” from 25% to 10%, Change the Binder requirement to PG64-22 and Delete note (1) shown below table 611-1. Aggregates shall comply with Division 1100, Asphalt Cement shall comply with Division 1200 and production shall comply with Division 150 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition of 2007. The proposed Mix Design shall accompany and be considered a part of this proposal.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for HMA-Commercial Grade (Class A) will be based on the Computed Monthly Asphalt Price Index in effect for February 2019 as listed at:

<http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>.

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Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

07
HP

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR HMA – COMMERCIAL GRADE (CLASS A)

BID NO. 19-F-0006

ITEM	QUANTITY	UNIT PRICE
HMA – Commercial Grade (Class A)	500 – 2,500 Tons	<u>\$50.50</u>
HMA – Commercial Grade (Class A)	2,501 – 5,500 Tons	<u>\$50.50</u>
HMA – Commercial Grade (Class A)	5,501 – 8,500 Tons	<u>\$50.50</u>

Bids are due by: 3:00 pm, Tuesday, March 5, 2019

Production Location(s): 3701 East 23rd Lawrence, KS 66044

Company: Hamm, Inc

Name: Tony Maricena

Signature: Tony Maricena

Date: 3-5-19

RECOMMENDED FOR APPROVAL:

Keith A. Browning, P.E.
Director of Public Works

Attest:

Jamie Shew, Douglas County Clerk

Date: _____

ACCEPTED:

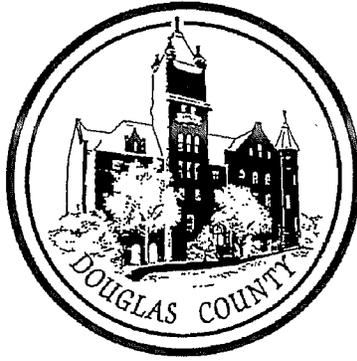
DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Michelle Derousseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Date



DOUGLAS COUNTY, KANSAS

BID DOCUMENTS

FOR

HOT MIX ASPHALT (HMA)

BID NO. 19-F-0006

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT

HOT MIX ASPHALT (HMA)
BID NO. 19-F-0006

BY

THE DOUGLAS COUNTY COMMISSIONERS

Patrick Kelly
Member

Michelle Derusseau
Chairman

Nancy Thellman
Member

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 19-F-0006

Notice is hereby given that Douglas County is accepting sealed bids for HMA – COMMERCIAL GRADE (CLASS A), for use at various locations throughout Douglas County by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 pm, Tuesday, March 5, 2019 and then publicly opened in the Office of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 3755 E 25th Street, Lawrence, Kansas, or on the internet at www.drexeltech.com or www.demandstar.com . The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed “**HOT MIX ASPHALT (HMA)**”, along with the name and address of the bidder. Any bid received by the Office of the County Clerk after the closing date and time will be returned unopened. Faxed bids will not be accepted. Douglas County is not responsible for the lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited for the use intended.

Dated: February 13, 2019

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works

Published: Saturday, February 16, 2019
Wednesday, February 20, 2019

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
Public Works Operations
Purchasing Department

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0006

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "**HOT MIX ASPHALT (HMA)**" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 pm, Tuesday, March 5, 2019. Fax bids will not be accepted. The County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the County mail room.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within twenty (20) calendar days after the bid opening.
10. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.
11. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.
- The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.
12. DELIVERY TERMS: Hot Mix Asphalt (HMA) to be loaded in Douglas County vehicles at production site.
13. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
14. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
15. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

16. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
17. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
18. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
19. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
20. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO. 19-F-0006

Proposal of BETTIS ASPHALT & CONST. INC. to supply hot mix asphalt
(Name of Firm)

ITEM DESCRIPTION AND SPECIFICATIONS

HMA – Commercial Grade (Class A): The completed mix shall comply with Section 611 with the following exceptions: Table 611-1, Change the “Reclaimed Asphalt Pavement (RAP) (max %)” from 25% to 10%, Change the Binder requirement to PG64-22 and Delete note (1) shown below table 611-1. Aggregates shall comply with Division 1100, Asphalt Cement shall comply with Division 1200 and production shall comply with Division 150 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition of 2007. The proposed Mix Design shall accompany and be considered a part of this proposal.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for HMA-Commercial Grade (Class A) will be based on the Computed Monthly Asphalt Price Index in effect for February 2019 as listed at:

<http://www.ksdot.org/burconsmain/ppreq/AsphaltPriceIndex.asp>.

The price quoted for supplying HMA-Commercial Grade (Class A) will be adjusted in subsequent month's \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Price Index, based on the initial price index for February 2019.

Example:	Change in Price of Asphalt Oil	Adjustment Amount
	\$0.00-\$9.99	\$0.00
	\$10.00-\$19.99	\$0.50
	\$20.00-\$29.99	\$1.00

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply and/or some consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of asphaltic concrete. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County bituminous surface road network.

BT
AD

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR HMA – COMMERCIAL GRADE (CLASS A)

BID NO. 19-F-0006

ITEM	QUANTITY	UNIT PRICE
HMA – Commercial Grade (Class A)	500 – 2,500 Tons	\$ <u>52⁵⁰</u>
HMA – Commercial Grade (Class A)	2,501 – 5,500 Tons	\$ <u>52⁵⁰</u>
HMA – Commercial Grade (Class A)	5,501 – 8,500 Tons	\$ <u>52⁵⁰</u>

Bids are due by: 3:00 pm, Tuesday, March 5, 2019

Production Location(s): BEL SPRINGS, KS

Company: BETTS ASPHALT & CONST., INC.

Name: ERIC BETTS

Signature: 

Date: 3/5/19

RECOMMENDED FOR APPROVAL:

Keith A. Browning, P.E.
Director of Public Works

Attest:

Jamie Shew, Douglas County Clerk

Date: _____

ACCEPTED:
DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Michelle Derousseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Date



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners
 From : Keith A. Browning, P.E., Director of Public Works/County Engineer
 Laura Glass, Administrative Services Manager
 Date : March 7, 2019
 Re : Consent Agenda Approval of Crushed Rock Bids for Road Maintenance

Sealed bids were opened March 5, 2019 for crushed rock aggregates used for road and bridge maintenance. Bid tabulation is attached.

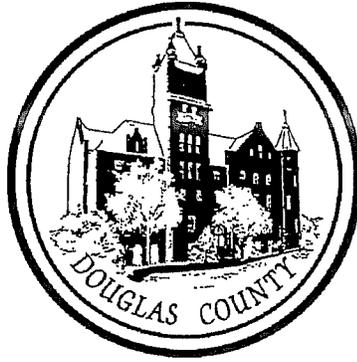
This department requests the BOCC accept the following bids:

<u>Type of Aggregate</u>	<u>Vendor</u>	<u>Quantity (tons)</u>	<u>Quarry</u>	<u>Unit Price</u>
Shot Rock	Mid-States	100-1500	Big Springs	\$15.00
	Mid-States	100-1500	Edgerton	\$15.00
	Mid-States	100-1500	Globe	\$15.00
AB-3	Hamm	100-2000	Eudora	\$9.05
	Hamm	100-2000	Buchheim	\$8.95
	Mid-States	100-2000	Big Springs	\$8.20
	Mid-States	100-2000	Edgerton	\$8.50
	Mid-States	100-2000	Globe	\$8.90
Surfacing Material (Road Rock Special)	Hamm	100-3000	Buchheim	\$11.80
	Mid-States	100-3000	Big Springs	\$10.50
	Mid-States	100-3000	Edgerton	\$12.00
	Mid-States	100-3000	Globe	\$13.70
Stone for Rip Rap	Mid-States	100-1500	Big Springs	\$25.00
	Mid-States	100-1500	Edgerton	\$25.00
	Mid-States	100-1500	Globe	\$25.00
Stone for Aggregate (Ditch Lining)	Mid-States	100-2000	Big Springs	\$25.25
	Mid-States	100-2000	Edgerton	\$25.25
	Mid-States	100-2000	Globe	\$25.25

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

The Road & Bridge Fund has \$236,500 allocated in the Aggregate line. There is an additional \$11,700 in the Parks & Vegetation budget for Aggregate.

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



DOUGLAS COUNTY, KANSAS

BID DOCUMENTS
FOR
VARIOUS AGGREGATES
BID NO. 19-F-0005

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT

VARIOUS AGGREGATES

BID NO. 19-F-0005

BY

THE DOUGLAS COUNTY COMMISSIONERS

Nancy Thellman
Member

Patrick Kelly
Member

Michelle Derusseau
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 19-F-0005

Notice is hereby given that Douglas County is accepting sealed bids for VARIOUS AGGREGATES, for use at various locations throughout Douglas County by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 P.M., Tuesday, March 5, 2019 and then publicly opened in the Office of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 3755 E 25th Street, Lawrence, Kansas, or on the Internet at www.drexeltech.com or www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed “**VARIOUS AGGREGATES**”, along with the name and address of the bidder. Any bid received by the Office of the County Clerk after the closing date and time will be returned unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the awarded bidder and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited for the use intended.

Dated: February 13, 2019

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works

Published: Saturday, February 16, 2019
Wednesday, February 20, 2019

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
Public Works Operations
Purchasing Department

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0005

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received, waive technicalities, and to purchase the product, which in the opinion of the Board of County Commissioners, is best suited to the work for which it is intended.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
 - f. The term "awarded bidder" means any bidder awarded a contract pursuant to its bid.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and all required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "Various Aggregates" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is required that any and all information presented is accurate and/or will be that by which the bidder will perform if awarded a contract.
6. SUBMISSION OF BID: Bids must be sealed and received in the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P.M., Tuesday, March 5, 2019. Faxed bids will not be accepted. The County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the County mail room.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0005

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within twenty (20) working days after the bid opening.
10. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
11. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the Board of County Commissioners.
- The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.
12. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
13. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0005

14. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606, as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
15. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
16. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
17. HOLD HARMLESS: The awarded bidder agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or allege violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The awarded bidder further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
19. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. CONTRACT: The unit price bid and accepted shall remain in effect from date of acceptance until December 31, 2019. The awarded bidder shall invoice the County in accordance with Section 13, based upon such unit price, at such time as the County accepts delivery of the materials but not to exceed one invoice per month.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSAL
BID NO. 19-F-0005

Proposal of Hamm, Inc., to supply Various Aggregates to the
(Name of Firm)

Douglas County Public Works Department for 2019 County wide maintenance.

ITEM DESCRIPTION AND SPECIFICATIONS

I – SHOT ROCK (SELECTABLE) QUARRY RUN

- 1) Material shall consist of durable limestone, reasonably free from earth, soapstone, shale, shale like or other easily disintegrated material that will tend to decrease the durability of the material after placement.
- 2) The aggregate size shall be reasonably well graded from 3” to 24”, with not more than 10% by weight passing the 3” sieve.
- 3) The nominal size of aggregate may be selected from material available at time of loading to best accommodate the needs for the particular work locations.

II - COMBINED MATERIAL (AB-3)

- 1) Combined Material (AB-3) shall meet all applicable specifications listed in Sections 1101 & 1104 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, Edition 2007.

III - SURFACING MATERIAL (ROAD ROCK SPECIAL)

- 1) Surfacing Material (Road Rock Special) shall meet all applicable specifications listed in sections 1101 & 1112 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, Edition 2007, with the following exception:

The percent retained on standard square mesh sieves shall be as follows:

<u>Sieve</u>	<u>% Retained</u>
1”	0
3/8”	30-60
#30	85-100
% Wash	5-10

KDOT Test Method Calculations: % retained = wt. retained/final dry weight

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSAL
BID NO. 19-F-0005

ITEM DESCRIPTIONS SPECIFICATIONS
(continued)

IV – STONE FOR RIP RAP (LIGHT 18”)

- 1) Stone for Rip Rap (Light 18”) shall meet all applicable specifications listed in sections 1101 & 1114 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, Edition 2007.

V – STONE FOR AGGREGATE DITCH LINING D₅₀ (6”)

- 1) Stone for Aggregate Ditch Lining shall meet all applicable specifications listed in Sections 1101 & 1114 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition 2007.

GENERAL SPECIFICATIONS

- 1) Douglas County will make a minimum of 1 process control gradation per 5,000 ton lot.
- 2) Material to be loaded by supplier into Douglas County trucks between 8:00 a.m. and 4:30 p.m. Monday through Friday.
- 3) Truck scales must be provided at the quarry.
- 4) Douglas County reserves the right to use previously stockpiled material of the same specification as soon as the bid is approved and the material is available.
- 5) In analyzing bids, Douglas County will consider the probable cost to the County of hauling this material to the anticipated areas of use (including the opportunity cost of reduced production due to longer hauls) and any listed exceptions, in addition to the unit price.
- 6) Payment for material used will be by invoice submitted by supplier, not to exceed one per month.

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply, consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of the various aggregate. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County.

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DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR 2019 VARIOUS AGGREGATE BID

(Page #1)

BID NO. 19-F-0005

I - SHOT ROCK (SELECTABLE) QUARRY RUN

ITEM	QUANTITY	QUARRY LOCATION(S)	UNIT PRICE	DATE AVAILABLE
Shot Rock (Sel.) Qry Run	100-1,500 Tons	#1 <u>North Lawrence</u>	\$ <u>12.50</u>	<u>3/1/19</u>
Shot Rock (Sel.) Qry Run	100-1,500 Tons	#2 <u>Buchheim</u>	\$ <u>—</u>	<u>—</u>
Shot Rock (Sel.) Qry Run	100-1,500 Tons	#3 <u>—</u>	\$ <u>—</u>	<u>—</u>

II - COMBINED MATERIAL (AB-3)

ITEM	QUANTITY	QUARRY LOCATION(S)	UNIT PRICE	DATE AVAILABLE
Combined Mat'l (AB-3)	100-2,000 Tons	#1 <u>North Lawrence</u>	\$ <u>9.10</u>	<u>3/1/19</u>
Combined Mat'l (AB-3)	100-2,000 Tons	#2 <u>Buchheim</u>	\$ <u>8.95</u>	<u>3/1/19</u>
Combined Mat'l (AB-3)	100-2,000 Tons	#3 <u>Eudora</u>	\$ <u>9.05</u>	<u>3/1/19</u>

III - SURFACING MATERIAL (ROAD ROCK SPECIAL)

ITEM	QUANTITY	QUARRY LOCATION(S)	UNIT PRICE	DATE AVAILABLE
Surfacing Mat'l (Rd Rock Special)	100-4,000 Tons	#1 <u>Buchheim</u>	\$ <u>11.80</u>	<u>8/1/19</u>
Surfacing Mat'l (Rd Rock Special)	100-4,000 Tons	#2 <u>North Lawrence</u>	\$ <u>13.00</u>	<u>3/1/19</u>
Surfacing Mat'l (Rd Rock Special)	100-4,000 Tons	#3 <u>—</u>	\$ <u>—</u>	<u>—</u>

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR 2019 VARIOUS AGGREGATE BID

(Page # 2)

BID NO. 19-F-0005

HP

IV. STONE FOR RIP RAP (LIGHT 18")

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUARRY LOCATION(S)</u>	<u>UNIT PRICE</u>	<u>DATE AVAILABLE</u>
Stone for Rip Rap (Light 18")	100-1,500 Ton	#1 <u>North Lawrence</u>	<u>\$ 27.00</u>	<u>3/1/19</u>
Stone for Rip Rap (Light 18")	100-1,500 Ton	#2 _____	\$ _____	_____
Stone for Rip Rap (Light 18")	100-1,500 Ton	#3 _____	\$ _____	_____

V. STONE FOR AGGREGATE DITCH LINING D₅₀ (6")

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUARRY LOCATION(S)</u>	<u>UNIT PRICE</u>	<u>DATE AVAILABLE</u>
Stone for Ditch Lining (6")	100-2,000 Ton	#1 <u>North Lawrence</u>	<u>\$ 27.00</u>	<u>3/1/19</u>
Stone for Ditch Lining (6")	100-2,000 Ton	#2 _____	\$ _____	_____
Stone for Ditch Lining (6")	100-2,000 Ton	#3 _____	\$ _____	_____

List any exceptions to specifications:

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR 2019 VARIOUS AGGREGATE BID
(Page # 3)

BID NO. 19-F-0005

Bids are due by: 3:00 P.M., Tuesday, March 5, 2019

Company: Hamm, Inc.

Name: Jaime Hackmann

Signature: Jaime Hackmann

Date: 3/1/19

RECOMMENDED FOR APPROVAL:

Keith A. Browning, P.E.
Director of Public Works

ACCEPTED:
DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Michelle Derusseau, Chairman

Patrick Kelly, Member

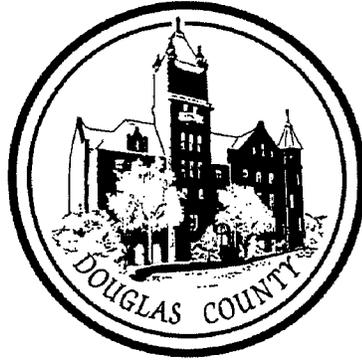
Nancy Thellman, Member

Date

ATTEST:

County Clerk

Date



DOUGLAS COUNTY, KANSAS

BID DOCUMENTS
FOR
VARIOUS AGGREGATES
BID NO. 19-F-0005

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT

VARIOUS AGGREGATES

BID NO. 19-F-0005

BY

THE DOUGLAS COUNTY COMMISSIONERS

Nancy Thellman
Member

Michelle Derusseau
Chairman

Patrick Kelly
Member

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 19-F-0005

Notice is hereby given that Douglas County is accepting sealed bids for VARIOUS AGGREGATES, for use at various locations throughout Douglas County by the Department of Public Works. Bids will be received in the Office of the Douglas County Clerk until 3:00 P.M., Tuesday, March 5, 2019 and then publicly opened in the Office of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 3755 E 25th Street, Lawrence, Kansas, or on the Internet at www.drexeltech.com or www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed “**VARIOUS AGGREGATES**”, along with the name and address of the bidder. Any bid received by the Office of the County Clerk after the closing date and time will be returned unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the awarded bidder and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids, waive technicalities, and to purchase the product, which in the opinion of the Board, is best suited for the use intended.

Dated: February 13, 2019

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works

Published: Saturday, February 16, 2019
Wednesday, February 20, 2019

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
Public Works Operations
Purchasing Department

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0005

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received, waive technicalities, and to purchase the product, which in the opinion of the Board of County Commissioners, is best suited to the work for which it is intended.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
 - f. The term "awarded bidder" means any bidder awarded a contract pursuant to its bid.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and all required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "Various Aggregates" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is required that any and all information presented is accurate and/or will be that by which the bidder will perform if awarded a contract.
6. SUBMISSION OF BID: Bids must be sealed and received in the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P.M., Tuesday, March 5, 2019. Faxed bids will not be accepted. The County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the County mail room.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0005

8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within twenty (20) working days after the bid opening.
10. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
11. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the Board of County Commissioners.
- The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.
12. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
13. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
BID NO. 19-F-0005

14. **TAX EXEMPT:** The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606, as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
15. **SAFETY:** All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
16. **DISCLAIMER OF LIABILITY:** The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
17. **HOLD HARMLESS:** The awarded bidder agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or allege violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The awarded bidder further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
19. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. **CONTRACT:** The unit price bid and accepted shall remain in effect from date of acceptance until December 31, 2019. The awarded bidder shall invoice the County in accordance with Section 13, based upon such unit price, at such time as the County accepts delivery of the materials but not to exceed one invoice per month.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSAL
BID NO. 19-F-0005

Proposal of Mid-States Materials, to supply Various Aggregates to the
(Name of Firm)

Douglas County Public Works Department for 2019 County wide maintenance.

ITEM DESCRIPTION AND SPECIFICATIONS

I – SHOT ROCK (SELECTABLE) QUARRY RUN

- 1) Material shall consist of durable limestone, reasonably free from earth, soapstone, shale, shale like or other easily disintegrated material that will tend to decrease the durability of the material after placement.
- 2) The aggregate size shall be reasonably well graded from 3” to 24”, with not more than 10% by weight passing the 3” sieve.
- 3) The nominal size of aggregate may be selected from material available at time of loading to best accommodate the needs for the particular work locations.

II - COMBINED MATERIAL (AB-3)

- 1) Combined Material (AB-3) shall meet all applicable specifications listed in Sections 1101 & 1104 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, Edition 2007.

III - SURFACING MATERIAL (ROAD ROCK SPECIAL)

- 1) Surfacing Material (Road Rock Special) shall meet all applicable specifications listed in sections 1101 & 1112 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, Edition 2007, with the following exception:

The percent retained on standard square mesh sieves shall be as follows:

<u>Sieve</u>	<u>% Retained</u>
1”	0
3/8”	30-60
#30	85-100
% Wash	5-10

KDOT Test Method Calculations: % retained = wt. retained/final dry weight

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSAL
BID NO. 19-F-0005

ITEM DESCRIPTIONS SPECIFICATIONS
(continued)

IV – STONE FOR RIP RAP (LIGHT 18”)

- 1) Stone for Rip Rap (Light 18”) shall meet all applicable specifications listed in sections 1101 & 1114 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, Edition 2007.

V – STONE FOR AGGREGATE DITCH LINING D₅₀ (6”)

- 1) Stone for Aggregate Ditch Lining shall meet all applicable specifications listed in Sections 1101 & 1114 of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction Edition 2007.

GENERAL SPECIFICATIONS

- 1) Douglas County will make a minimum of 1 process control gradation per 5,000 ton lot.
- 2) Material to be loaded by supplier into Douglas County trucks between 8:00 a.m. and 4:30 p.m. Monday through Friday.
- 3) Truck scales must be provided at the quarry.
- 4) Douglas County reserves the right to use previously stockpiled material of the same specification as soon as the bid is approved and the material is available.
- 5) In analyzing bids, Douglas County will consider the probable cost to the County of hauling this material to the anticipated areas of use (including the opportunity cost of reduced production due to longer hauls) and any listed exceptions, in addition to the unit price.
- 6) Payment for material used will be by invoice submitted by supplier, not to exceed one per month.

AWARD OF CONTRACT

The County reserves the right to reject any and all bids. The County also reserves the right to split the contract award. The basis for awarding more than one contract for the total quantity specified shall be multiple sources for assurance of continuous supply, consideration of the County's expense for transporting the materials to various sectors of Douglas County, and the price per ton of the various aggregate. Locations of use have not been specifically determined at this time, but some use is anticipated throughout the County.

AD
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DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR 2019 VARIOUS AGGREGATE BID
 (Page #1)

BID NO. 19-F-0005

I - SHOT ROCK (SELECTABLE) QUARRY RUN

ITEM	QUANTITY	QUARRY LOCATION(S)	UNIT PRICE	DATE AVAILABLE
Shot Rock (Sel.) Qry Run	100-1,500 Tons	#1 <u>Big Springs</u>	<u>\$15.00</u>	<u>3-5</u>
Shot Rock (Sel.) Qry Run	100-1,500 Tons	#2 <u>Edgerton</u>	<u>\$15.00</u>	<u>3-5</u>
Shot Rock (Sel.) Qry Run	100-1,500 Tons	#3 <u>Globe</u>	<u>\$15.00</u>	<u>4-30</u>

II - COMBINED MATERIAL (AB-3)

ITEM	QUANTITY	QUARRY LOCATION(S)	UNIT PRICE	DATE AVAILABLE
Combined Mat'l (AB-3)	100-2,000 Tons	#1 <u>Big Springs</u>	<u>\$8.70</u>	<u>3-5</u>
Combined Mat'l (AB-3)	100-2,000 Tons	#2 <u>Edgerton</u>	<u>\$8.50</u>	<u>3-5</u>
Combined Mat'l (AB-3)	100-2,000 Tons	#3 <u>Globe</u>	<u>\$8.90</u>	<u>4-30</u>

III - SURFACING MATERIAL (ROAD ROCK SPECIAL)

ITEM	QUANTITY	QUARRY LOCATION(S)	UNIT PRICE	DATE AVAILABLE
Surfacing Mat'l (Rd Rock Special)	100-4,000 Tons	#1 <u>Big Springs</u>	<u>\$16.50</u>	<u>3-5</u>
Surfacing Mat'l (Rd Rock Special)	100-4,000 Tons	#2 <u>Globe</u>	<u>\$13.70</u>	<u>4-30</u>
Surfacing Mat'l (Rd Rock Special)	100-4,000 Tons	#3 <u>Edgerton</u>	<u>\$12.00</u>	<u>4-30</u>

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HP

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR 2019 VARIOUS AGGREGATE BID
 (Page # 2)

BID NO. 19-F-0005

IV. STONE FOR RIP RAP (LIGHT 18")

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUARRY LOCATION(S)</u>	<u>UNIT PRICE</u>	<u>DATE AVAILABLE</u>
Stone for Rip Rap (Light 18")	100-1,500 Ton	#1 <i>Big Springs</i>	\$ <i>25.00</i>	<i>3-5</i>
Stone for Rip Rap (Light 18")	100-1,500 Ton	#2 <i>Edgerton</i>	\$ <i>25.00</i>	<i>3-5</i>
Stone for Rip Rap (Light 18")	100-1,500 Ton	#3 <i>Globe</i>	\$ <i>25.00</i>	<i>4-30</i>

V. STONE FOR AGGREGATE DITCH LINING D50 (6")

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUARRY LOCATION(S)</u>	<u>UNIT PRICE</u>	<u>DATE AVAILABLE</u>
Stone for Ditch Lining (6")	100-2,000 Ton	#1 <i>Big Springs</i>	\$ <i>25.25</i>	<i>3-5</i>
Stone for Ditch Lining (6")	100-2,000 Ton	#2 <i>Edgerton</i>	\$ <i>25.25</i>	<i>3-5</i>
Stone for Ditch Lining (6")	100-2,000 Ton	#3 <i>Globe</i>	\$ <i>25.25</i>	<i>4-30</i>

List any exceptions to specifications:

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID FORM FOR 2019 VARIOUS AGGREGATE BID

(Page # 3)

BID NO. 19-F-0005

Bids are due by: 3:00 P.M., Tuesday, March 5, 2019

Company: Mid-States Materials

Name: Chad Gerhardt

Signature: [Handwritten Signature]

Date: 3-5-19

RECOMMENDED FOR APPROVAL:

Keith A. Browning, P.E.
Director of Public Works

ACCEPTED:
DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Michelle Derousseau, Chairman

Patrick Kelly, Member

Nancy Thellman, Member

Date

ATTEST:

County Clerk

Date

Memorandum

City of Lawrence

Planning & Development Services

TO: Board of County Commissioners

FROM: Mary Miller, Planning Staff

CC: Sarah Plinsky, Interim County Administrator

Date: March 13, 2019 meeting

RE: Interlocal Agreement for the City of Eudora Urban Growth Area

Barack Matite, the City Manager for the City of Eudora, contacted the Planning Office to inquire about applying the County's subdivision regulations Eudora's urban growth area. A review of documents provided by Barack indicated that the City of Eudora began the process provided in Article 7 of the State Statutes to establish an urban growth area in 1994; however, the process was not completed and an urban growth area that is recognized by the County for the purpose of applying its subdivision regulations was not established.

The Douglas County Counselor noted that the urban growth area could be established through one of the following procedures:

- 1) Follow the policy outlined in K.S.A. 12-750, as begun in 1994. This would allow the city to apply zoning or other city regulations in the urban growth area; or,
- 2) Request that the Board of County Commissioners designate an urban growth area, for the purpose of applying the subdivision regulations for the unincorporated areas of Douglas County, with an interlocal agreement that designates the urban growth area boundaries.

A request for the Douglas County Board of County Commissioners to establish an urban growth area through an interlocal agreement was submitted by Mr. Matite on behalf of the City of Eudora. Upon County's receiving the request, the interlocal agreement, which will include an urban growth area map, will be drafted and placed on a future Board of County Commissioners' agenda for action.

It should be noted that the urban growth area map submitted by Mr. Matite conflicts with the Lawrence Urban Growth Area and so work will be required to avoid this conflict.

Action Requested:

Receive the request from the City of Eudora to establish an urban growth area through an interlocal agreement and direct staff to work with the City of Eudora on the interlocal agreement and the urban growth area boundary.



February 28, 2019

Board of County Commissioners
Douglas County Courthouse
1100 Massachusetts Street
Lawrence, Kansas 66044

Dear Commissioners:

Re: Eudora's Urban Growth Area (UGA)

Last year, it came to my attention that the City of Eudora's and Douglas County's planning documents have inconsistent information regarding Eudora's Urban Growth Area. Upon learning of this, we worked with the Lawrence-Douglas County planning staff and Counsel and came up with two options – follow K.S.A 12-750 or sign an interlocal cooperation agreement – to address this anomaly. Attached to the letter is the staff memorandum that was provided to both Eudora Planning Commission and Eudora City Commission as background information as they discussed the UGA issue.

After much discussion, both commissions agreed that an interlocal agreement with Douglas County would be the best approach to address this quagmire. As such, they directed staff to work with the Douglas County to recognize the designated Eudora UGA and draft an interlocal cooperation agreement to be executed by both governing bodies.

Please consider this letter as a formal request to the Board of County Commissioners to recognize the designate Eudora urban growth area (see attached map) for the purposes of applying the Douglas County Subdivision Regulations specific to urban growth areas. Following your directive, we will continue to work with your staff to draft an interlocal agreement which will be approved by you and the Eudora City Commission.

Thank you in advance for your assistance in addressing this matter.

Sincerely,

Barack Matite
City Manager



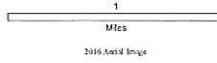
Eudora Urban Growth Area

Map of Douglas County, Kansas, showing the Eudora Urban Growth Area (UGA) and Lawrence UGA. The map is based on aerial imagery and is intended for informational purposes only. It is not intended to be used for legal or financial purposes. The map is subject to change without notice.

Reproduced from 2018, GIS
© Douglas County, Kansas 2018

Legend

- Douglas County
- Incorporated City Limit
- Eudora Lawrence UGA Overlap
- Eudora 3mi. UGA
- Lawrence UGA
- Section Lines





Memorandum

To: Planning Commission
From: Barack Matite, City Manager
Cc: Mary Miller, Lawrence-Douglas County planner
Curt Baumann, Codes Administrator
Leslie Herring, Assistant City Manager
Date: Wednesday, October 3rd, 2018
Re: Eudora Urban Growth Area

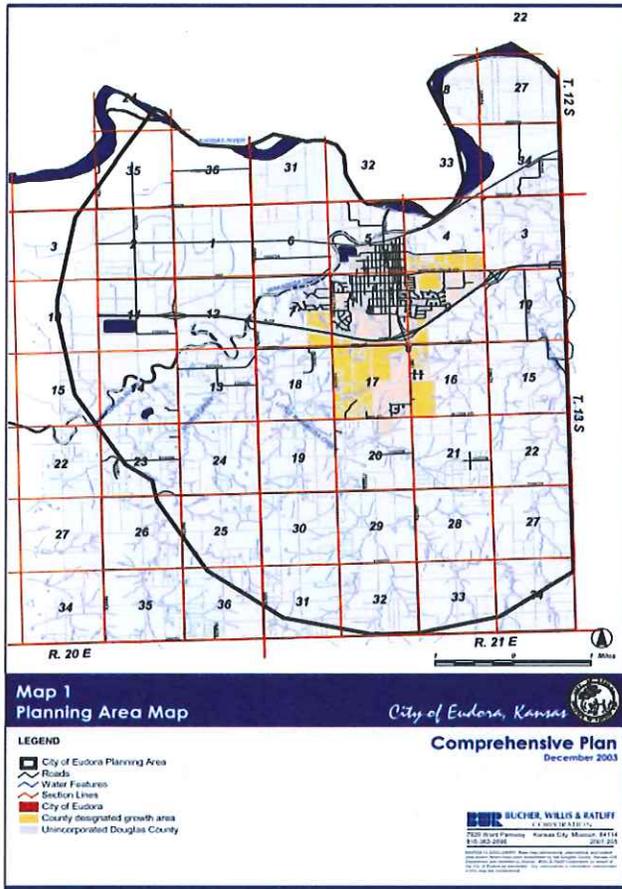
Background

For the past year or so, city staff has been working with the Lawrence-Douglas County Planning Department staff, specifically, Mary Miller, to address questions regarding Eudora's Urban Growth Area (UGA).¹ The key question was whether one existed or not. Planning documents, at the city and the county, have conflicting information when referring to Eudora's UGA. For instance, the [2003 Eudora's Comprehensive Plan](#) references, what we consider Eudora's urban growth area, as the Planning Area. The term planning area, according to the Comprehensive Plan, is defined as "the area affected by the Comprehensive Plan that includes all land within the incorporated boundaries of the City, as well as the unincorporated areas of Douglas County shown in Map 1, Planning Area Map." The unincorporated areas include:

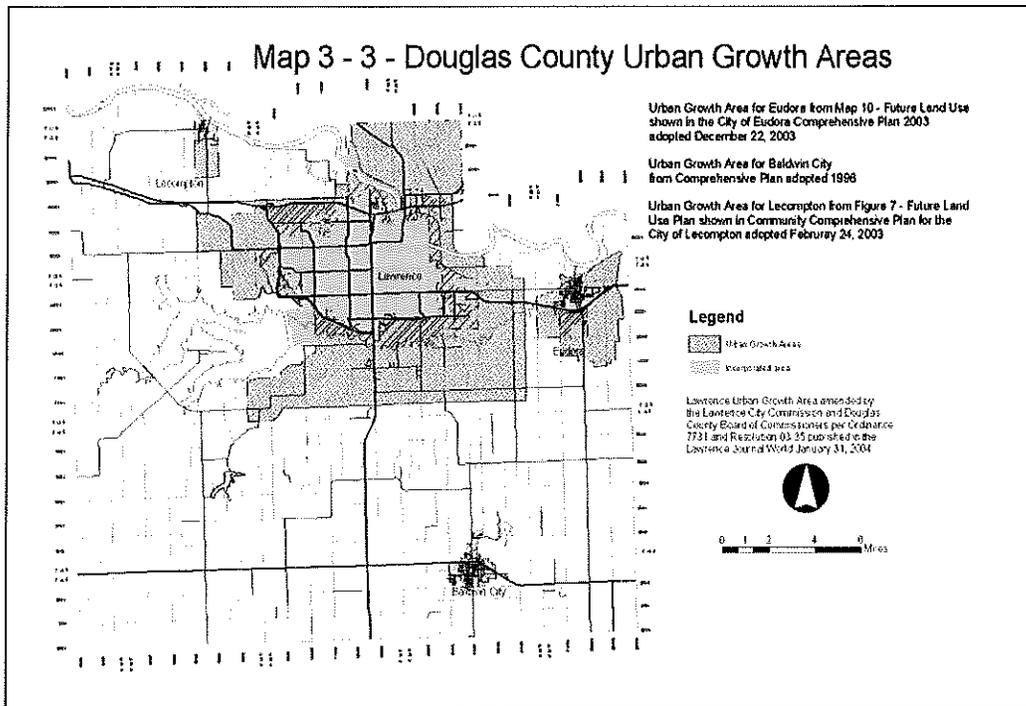
- Township 12S, Range 21E: Sections 27, 28 and 31 thru 34;
- Township 13S, Range 21E: Sections 03 thru 10 and 27 thru 34;
- Township 12S, Range 20E: Sections 24, 25, 35 and 36, and,
- Township 13S, Range 20E: Sections 01, 02, 10 thru 12, 13, thru 15, 23 thru 26, and 36.

Below is a visual representation of Eudora's Planning Area as described above.

¹ Urban growth area represents the area contiguous to an existing urbanized area which appears reasonable to become urbanized within the bounds of the long-range plan. This area is subdivided into different service areas which will logically be served by urban services within the near-term, intermediate and long-term horizons of the plan. The boundaries of service area, as well as the overall boundary, should be evaluated on a regular and continuing basis as part of the Comprehensive Plan review.



On the other hand, the Comprehensive Plan for Lawrence and Unincorporated Douglas County, [Horizon 2020](#), references and has a map (Map 3-3) that shows Eudora's UGA which is not referenced as such, in any of our planning documents. Also, the map's depiction of Eudora's UGA is significantly different from the Planning Area map in the City's Comprehensive Plan even though the description on the map references the City's 2003 Comprehensive Plan. See map 3 - 3 below.



Although there are inconsistencies in the planning documents, this has not deterred the County and the City from working together when tackling planning issues that are in the unincorporated areas of the county within the city’s three-mile boundary (planning area). Through a joint city/county resolution, the City exercises limited extraterritorial zoning and subdivision regulation control over the three-mile boundary depicted in City’s Planning Area Map. The joint resolution is attached for your reference.

Eudora’s Urban Growth Area: The History

In researching whether an Urban Growth Area was ever established in Eudora, it was clear that the process was started but it was not completed. The planning commission, the city commission and the county commission then, took all the necessary steps, including setting up an interlocal planning board to develop the zoning and subdivision regulations that would apply within the city’s planning area, but due to lack of staff, it did not establish the regulations that would apply within the planning area/urban growth area.

Since the process was not completed then, Eudora’s urban growth area was not formally established. And because the City lacks a formal UGA recognized by the County, the Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County do apply within the unincorporated area—including the three-mile planning area, but the provision which permits Cluster Development, and any other provisions that would apply only to a city’s urban growth area do not apply.

As of to date, the city has not adopted a separate zoning and/or subdivision regulation that govern the unincorporated areas within the City's three-mile planning area. However, the City's Comprehensive Plan, Kansas Statute, K.S.A 12-744 and K.S.A 12-715b, and city code, provides the guidelines needed to regulate the extra-territorial areas within the planning area.

Eudora's Urban Growth Area: How to Fix it

The Lawrence/Douglas County Planning staff, the county counsel, City of Baldwin City representative [Baldwin City had the same issue as Eudora. Their UGA was never formally established] and our staff, met in July to discuss how to permanently resolve the urban growth area issue. After a lengthy discussion, everyone was in agreeance that; (1) no formal urban growth areas were established in the cities of Eudora and Baldwin City and (2) the planning and zoning regulations for the unincorporated portion of the county do apply in the cities' planning areas; however, the specific provisions related to a city's urban growth area do not apply.

Below are the two options the county counselor recommended the cities of Eudora and Baldwin City explore to formally establish a UGA that would be recognized by the county:

1. Follow the establishment process outlined in [K.S.A 12-750](#)².
2. Designate an urban growth area and execute an interlocal agreement with the County.

Staff Analysis

² **12-750. Same; subdivision regulations affecting property outside the city; joint committee; membership; authority.** (a) If the governing body of a city proposes to adopt subdivision regulations affecting property lying outside of the city and governed by subdivision regulations of the county, a copy of the city's proposal shall be certified to the board of county commissioners or if at any time subsequent to the adoption of regulations governing the subdivision of land by the city planning commission, the board of county commissioners shall designate an area for such purposes which shall include lands lying within the area governed by subdivision regulations of the city, the board of county commissioners shall certify a copy of such resolution to the governing body of the city and regulations governing the subdivision of land within the area designated by the city shall be adopted and administered in the manner hereinafter provided. Within 60 days after the date of the certification of the resolution by the board of county commissioners or the governing body of the city, there shall be established by joint resolution of the board of commissioners and governing body, a joint committee for subdivision regulation which shall be composed of three members of the county planning commission to be appointed by the chairperson of the county planning commission and three members of the city planning commission to be appointed by the chairperson of the city planning commission and one member to be selected by the other six members. Such joint committee shall have such authority as provided by law for county planning and city planning commissions relating to the adoption and administration of regulations governing the subdivision of land within the area of joint regulation. Regulations adopted by the county or city and in effect at the time of the certification of such resolution by the board of county commissioners or the governing body of the city shall remain in effect until new regulations shall have been adopted by the joint committee or for a period not exceeding six months from and after the date of the certification of such resolution. The provisions of this section shall not apply to any city and county jointly cooperating in the exercise of planning and zoning under the provisions of this act.

Option 1: K.S.A. 12-750

Previous commissioners started the process outlined in K.S.A 12-750 but did not complete the process largely due to commitment and staffing issues. If the planning commission selected this process as the avenue to establish the urban growth area, staff believes that the planning commission will run into the same issues as the previous planning commission. The challenge with this process is the need to establish a joint sub-committee (a separate planning committee comprised of county and city planning commissioners) that will need to meet, establish the zoning and subdivision regulations that would govern the extra-territorial land within the urban growth area; then be staffed to review issues that may arise.

Option 2: Interlocal Agreement

With this option, the planning commission may designate the city's planning area as identified in the City's Comprehensive Plan as the urban growth area.³ Once designated and an interlocal agreement approved by both the city and county commissions, the joint Lawrence/Douglas County Subdivision Regulations specific to an area within a city's urban growth area would apply. [All other subdivision regulations currently apply.]

If this option is selected and the area designated, the City (either the City Commission or the City Manager) would submit a request to the Board of County Commissioners to recognize the designated urban growth area for the purposes of applying the Douglas County Subdivision Regulations which are specific to an urban growth area. The County Commission may concurrently consider the designation and the interlocal agreement. Once the interlocal agreement is approved by the County Commission and the City Commission, it would be sent to the Attorney General's Office per K.S.A. 12-2904.

Staff Comments

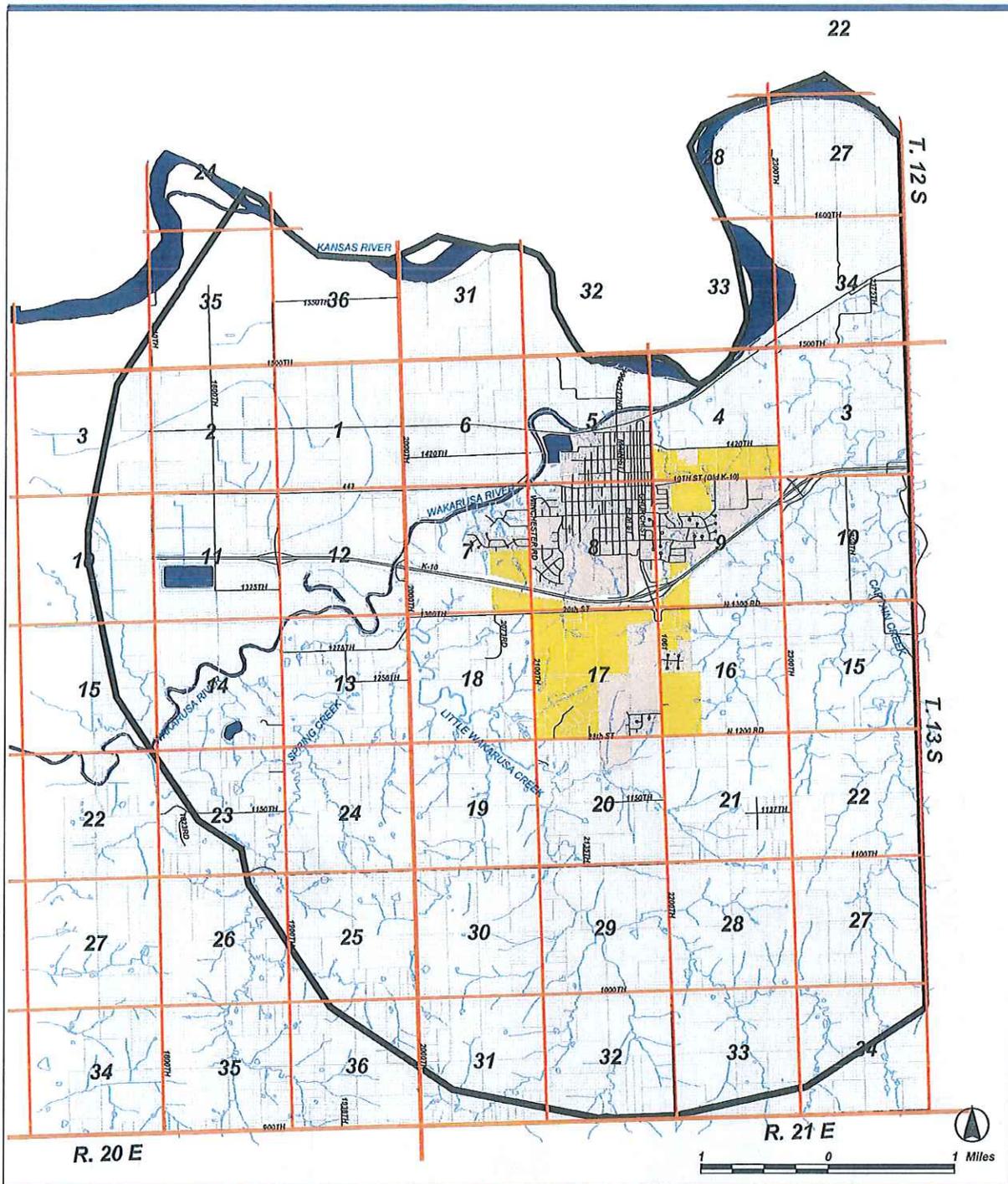
The Lawrence/Douglas County Subdivision Regulations currently apply in the planning area and when the urban growth area is established, those regulations specific to an urban growth area will apply as well. Below is a link to the Lawrence-Douglas County regulations

<https://assets.lawrenceks.org/assets/pds/planning/documents/SubRegs.pdf>

See sections: 20-803, 20-804 and 20-807

Staff recommends we proceed with option two to establish Eudora's urban growth area. This process is simpler and will be easy to administer once the urban growth area is established. Mary Miller, Lawrence-Douglas County planner, will be present at the meeting. Her knowledge and understanding of this issue will be instrumental as the commission discuss a way forward.

³ There is an overlap between Lawrence's urban growth area and the City of Eudora's planning area, but staff doesn't think this would pose an issue to the establishment of the urban growth area. A visual image of the area to be designated as the UGA is attached for your reference. [The County Commission would need to approve the urban growth area map, so the final map may or may not end up like the one in the City's Comprehensive Plan.]



Map 1 Planning Area Map

City of Eudora, Kansas



Comprehensive Plan December 2003

LEGEND

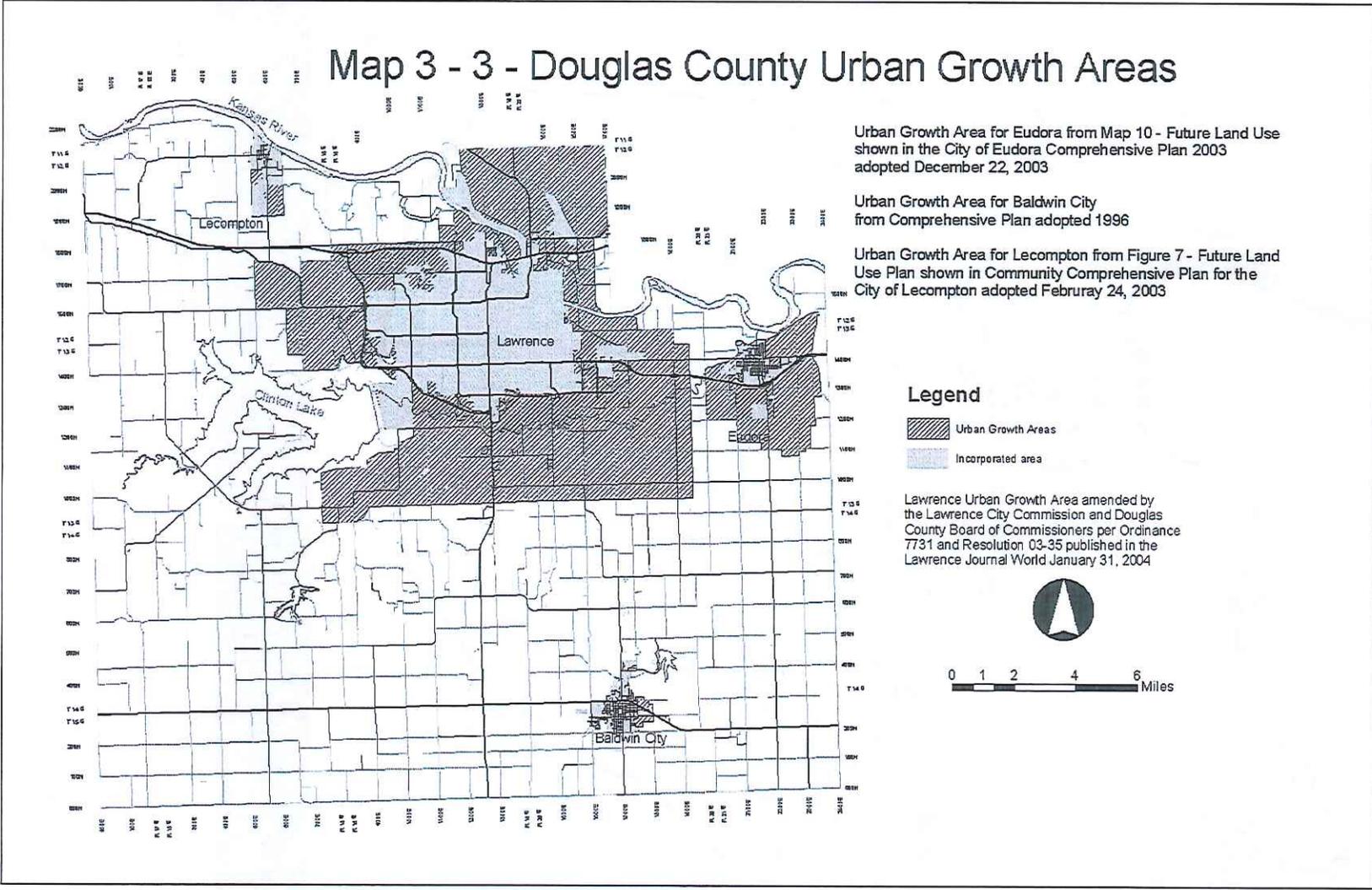
- City of Eudora Planning Area
- Roads
- Water Features
- Section Lines
- City of Eudora
- County designated growth area
- Unincorporated Douglas County

BWR **BUCHER, WILLIS & RATLIFF**
CORPORATION

7920 Ward Parkway Kansas City, Missouri, 64114
816-363-2696 2001-2005

MAP/DATA DISCLAIMER: Base map delineations, planimetrics, and related data shown herein have been established by the Douglas County, Kansas GIS Department and modified by Bucher, Willis & Ratliff Corporation on behalf of the City of Eudora as warranted. Any inaccuracies in information incorporated in this map are unintentional.

Map 3 - 3 - Douglas County Urban Growth Areas



R E S O L U T I O N No. 80-5

WHEREAS, on this 14th day of January, 1980, the Board of County Commissioners of Douglas County, Kansas, has met at regular session, the following commissioners being present: Beverly A. Bradley, Chairman; and Robert Neis, Member; and,

WHEREAS, the Board of County Commissioners of Douglas County, Kansas, pursuant to K.S.A. 19-2918, 19-2918(c), and 19-2919, has adopted zoning and subdivision regulations for the unincorporated territory of Douglas County, Kansas, and,

WHEREAS, the City Councils of Baldwin City, Eudora, and Leecompton have approved a proposal to establish a review process for zoning and subdivision requests within three (3) miles of their corporate boundaries.

NOW, THEREFORE, in accordance with the foregoing, the Board of County Commissioners of Douglas County, Kansas, hereby establish the following policy for review of zoning and subdivision requests within three (3) miles of a corporate city's limits:

Whenever a development proposal requiring zoning and subdivision review is located in the unincorporated portion of Douglas County and within three (3) miles of the corporate city limits of the cities of Baldwin City, Eudora, or Leecompton, it shall be the responsibility of the Lawrence-Douglas County Planning Commission to notify the affected city and arrange a joint hearing of both planning commissions to review said development proposal. Said hearing shall be held at the Douglas County Courthouse following proper notice

to the public. Following said hearing, the Board of
County Commissioners shall receive a recommendation
from each planning commission for their consideration
during the final review process.

THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Beverly A. Bradley
Beverly A. Bradley, Chairman

Robert Neis
Robert Neis, Member

ATTEST:

D. E. Mathia
D. E. Mathia, County Clerk

RESOLUTION NO. 94-57

A RESOLUTION PROVIDING THAT DOUGLAS COUNTY, KANSAS ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF EUDORA, KANSAS, TO ESTABLISH A JOINT COMMITTEE FOR SUBDIVISION REGULATION FOR THE AREA DESIGNATED FOR JOINT REGULATION IN THE LONG RANGE PLAN ADOPTED BY THE CITY OF EUDORA.

WHEREAS, K.S.A. 12-741 *et seq.*, provide for planning and zoning in cities and counties;

WHEREAS, pursuant to K.S.A. 12-750 the City has given notice to the County that it intends to adopt subdivision regulations affecting property lying outside the City and within the unincorporated area of the County;

WHEREAS, the County and the City acknowledge that the County retains final authority regarding subdivision regulations for land located outside the city limits and within the unincorporated area of the County;

WHEREAS, the County and the City wish to enter into an agreement as is permitted by K.S.A. 12-744(c) establishing a joint committee for subdivision regulation for the area designated for joint regulation in the Long Range Plan adopted by the City; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.* provides that local governmental units may enter into interlocal agreements with other local governmental units.

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

Pursuant to K.S.A. 12-744(c) and the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, Douglas County, Kansas, shall enter into and be a party to the Interlocal Cooperation Agreement with the City of Eudora, Kansas, establishing a joint committee for subdivision regulation for the area designated for joint regulation in the long range plan adopted by the City of Eudora.

ADOPTED this 12th day of December, 1994.

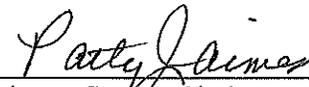
BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS


Louie McElhaney, Chairman


Mark A. Buhler, Member


James I. Chappell, Member

ATTEST:


Patty Jaimes, County Clerk

**JOINT RESOLUTION OF THE CITY OF EUDORA, KANSAS
AND THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS**

DOUGLAS COUNTY RESOLUTION NO. 95-14
CITY OF EUDORA RESOLUTION NO. 1-95

**A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS AND THE CITY OF EUDORA, KANSAS,
PROVIDING FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR
SUBDIVISION REGULATION FOR THE AREA DESIGNATED FOR JOINT
REGULATION IN THE LONG RANGE PLAN ADOPTED BY THE CITY OF
EUDORA AND RESCINDING A PRIOR RESOLUTION AND AGREEMENT.**

WHEREAS, K.S.A. 12-741 *et seq.*, provide for planning and zoning in cities and counties;

WHEREAS, pursuant to K.S.A. 12-750 the City of Eudora (hereinafter referred to as the **CITY**) has given notice to the Board of County Commissioners of Douglas County (hereinafter referred to as the **COUNTY**) that it intends to adopt subdivision regulations affecting property lying outside the City and within the unincorporated area of the County;

WHEREAS, the County and the City acknowledge that the County retains final authority regarding subdivision regulations for land located outside the city limits and within the unincorporated area of the County;

WHEREAS, the County and the City wish to establish a joint committee for subdivision regulation for the area designated for joint regulation in the Long Range Plan adopted by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS AND BY THE CITY COUNCIL OF EUDORA, KANSAS THAT:

1. Resolution No. 94-57 which was previously adopted by the County is hereby rescinded and the Interlocal Cooperation Agreement dated December 19, 1994, the execution of which was authorized by said resolution, is hereby rescinded.

2. *Area to be Jointly Regulated.* The area which shall be jointly regulated by the parties is made up of the following sections located within the respective townships and ranges, to wit:

Township 13 South, Range 21 East Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 20, 21, 28, 29;

Township 12 South, Range 21 East Sections 27, 28, 31, 32, 33, 34.

COUNTY RESOLUTION NO. 95-14
CITY RESOLUTION NO. 1-95

3. *Establishment of Joint Committee.* There is hereby established the Joint Committee of Eudora and Douglas County for Subdivision Regulation. This committee shall be composed of three members which shall be chosen by the Chairperson of the Lawrence-Douglas County Planning Commission from the then existing members of the Lawrence-Douglas County Planning Commission, three members which shall be chosen by the Chairperson of the Eudora Planning Commission from the then existing members of the Eudora Planning Commission, and one member selected by the other six members of the joint committee. Each of the members appointed by the City or County shall have a three year term. The member chosen by the other committee members shall have a two year term. The initial terms of the committee members chosen by the City and County shall be as follows:

One of the members appointed by the County Planning Commission and one of the members appointed by the City Planning Commission shall have a three year term, one appointed by each body shall have a two year term, and one appointed by each body shall have a one year term.

4. *By-laws and Procedural Rules.* The joint committee shall adopt by-laws and/or procedural rules for its operation.

5. *Election of Officers.* The joint committee shall meet at least one time per year for the purpose of electing officers.

6. *Subdivision Regulations.*

a. Subdivision regulations may include, but not be limited to, provisions for the: (1) efficient and orderly location of streets; (2) reduction of vehicular congestion; (3) reservation or dedication of land for open spaces; (4) off-site and on-site public improvements; (5) recreational facilities which may include, but are not limited to, the dedication of land area for park purposes; (6) flood protection; (7) building lines; (8) compatibility of design; and (9) any other services, facilities and improvements deemed appropriate.

b. Subdivision regulations may provide for administrative changes to land elevations designated on a plat. Such regulations may provide for plat approval conditional upon conformance with the comprehensive plan. Such regulations may provide for the payment of a fee in lieu of dedication of land. Such regulations may provide that in lieu of the completion of any work or improvements prior to the final approval of the plat, the governing body may accept a corporate surety bond, cashier's check, escrow account, letter of credit or other like security in an amount to be fixed by the County and conditioned upon the actual completion of such work or improvements within a specified period, in accordance with such regulations, and the County may enforce such bond by all equitable remedies.

c. Before adopting or amending any subdivision regulations, the joint committee shall call and hold a hearing on such regulations or amendments thereto. Notice of such hearing shall be published at least once in both the official Eudora city newspaper and in the official county newspaper. Such notice shall be published at least 20 days prior to the hearing. Such notice shall fix the time and place for such hearing and shall describe the matter to be presented at the hearing in general terms. The hearing may be adjourned from time to time and at the conclusion of the same, the joint committee shall prepare its recommendations and by an affirmative vote of a majority of the entire membership of the committee adopt the same in the form of the proposed subdivision regulations or amendment and shall submit the same, together with the written summary of the hearing thereon, to the Board of County Commissioners. The Board of County Commissioners may either: (1) approve such recommendations by resolution; (2) override the joint committee's recommendations by a 2/3 majority vote; or (3) may return the same to the joint committee for further consideration, together with a statement specifying the basis for the county commission's failure to approve or disapprove. If the Board of County Commissioners returns the joint committee's recommendations, the joint committee, after considering the same, may resubmit its original recommendations giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendations, the Board of County Commissioners, by a simple majority thereof, may adopt or may revise or amend and adopt such recommendations by resolution, or it need take no further action thereon. If the joint committee fails to deliver its recommendations to the Board of County Commissioners following the joint committee's next regular meeting after receipt of the county commission's report, the Board of County Commissioners shall consider such course of inaction on the part of the joint committee as a resubmission of the original recommendations and proceed accordingly. The proposed subdivision regulations and any amendments thereto shall become effective upon publication of the adopting resolution.

7. *Plats.*

a. The owner of owners of any land located within the area governed by the joint committee's subdivision regulations who desires to subdivide the same into lots and blocks or tracts or parcels, for the purpose of laying out any subdivisions, suburban lots, building lots, tracts or parcels or any owner of any land establishing any street, alley, park or other properly intended for public use or for the use of purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto, shall have a plat drawn as may be required by the subdivision regulations. Such plat shall accurately describe the subdivision, lots, tracts or parcels of land giving the location and dimensions thereof and the location and dimensions of all streets, alleys, parks or other properties intended to be dedicated to public use or for the use or purchasers or owners of lots, tracts or parcels of land fronting thereon or adjacent thereto. All plats shall be verified by the owner or owners thereof. All such plats shall be submitted to the joint committee for subdivision regulation.

b. The joint committee shall determine if the plat conforms to the provisions of the subdivision regulations. If such determination is not made within 60 days after the first meeting of such committee following the date of the submission of the plat to the secretary thereof, such plat shall be deemed to have been approved and a certificate shall be issued by the secretary of the joint committee upon demand. If the joint committee finds that the plat does not conform to the requirements of the subdivision regulations, the joint committee shall notify the owner or owners of such fact. If the plat conforms to the requirements of such regulations, there shall be endorsed thereon the fact that the plat has been submitted to and approved by the joint committee.

c. The Board of County Commissioners shall accept or refuse the dedication of land for public purposes within 30 days after the first meeting of the county commission following the date of the submission of the plat to the County Clerk. The Board of County Commissioners may defer action for an additional 30 days for the purpose of allowing the owner or owners to make modifications to comply with the requirements of the county commission. No additional filing fees shall be assessed during that period. If the Board of County Commissioners defers or refuses such dedication it shall advise the joint committee of the reasons therefor.

d. The Board of County Commissioners may establish a scale of reasonable fees to be paid to the secretary of the joint committee by the applicant for approval of each plat filed with the joint committee.

e. No building or zoning permit shall be issued for the use or construction of any structure upon any lot, tract or parcel of land located within the area governed by the subdivision regulations that has been subdivided, resubdivided or replatted after the date of the adoption of such regulations by the Board of County Commissioners but which has not been approved in the manner provided by this agreement.

f. Any regulations adopted by the county commission with reference to subdividing lots shall provide for the issuance of building permits on lots divided into not more than two tracts without having to replat the lot, provided that the resulting tracts shall not again be divided without replatting. Such regulations shall provide that lots zoned for industrial purposes may be divided into two or more such tracts without replatting such lot. Such regulations shall contain a procedure for issuance of building or zoning permits on divided lots which shall take into account the need for adequate street rights-of-way, easements, improvement of public facilities, and zoning regulations if in existence.

g. The regulations shall provide for a procedure which specifies a time limit within which action shall be taken, and shall further provide, where applicable, for the final decision on the issuance of such building permit to be made by the Board of County Commissioners, except as may be provided by law.

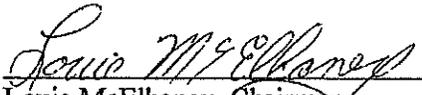
COUNTY RESOLUTION NO. 95-14
CITY RESOLUTION NO. 1-95

h. The register of deeds shall not file any plat until such plat shall bear the endorsement hereinbefore provided and the land dedicated for public purposes has been accepted by the Board of County Commissioners.

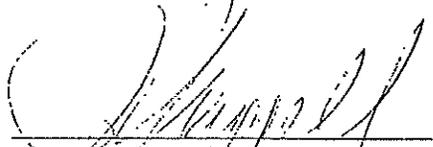
8. *Modification or Termination.* This agreement may be terminated by either party upon the giving of sixty (60) days written notice to the other party.

ADOPTED this 1st day of March, 1995.

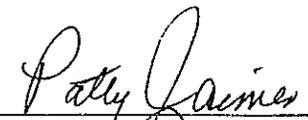
BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS


Louie McElhaney, Chairman


Mark A. Buhler, Member


James I. Chappell, Member

ATTEST:


Patty Jaimes, County Clerk

COUNTY

COUNTY RESOLUTION NO. 95-14
CITY RESOLUTION NO. 1-95

ADOPTED this 27th day of Feb., 1995.

The City of Eudora, Kansas

by Jonald D. Cowen
Mayor (Acting)

ATTEST:

John Beck
City Clerk

CITY

SP-19-00011: Site plan for minor changes to plans approved with a conditional use permit, CUP-15-00613, for Calcio Village, an *Athletic Field* complex for youth soccer on approximately 80 acres, located at the intersection of E. 1750 Road and N. 1300 Road. Submitted by Jambars Futbol Club Inc./Calcio Village, LLC, on behalf of John Pendleton for Lorita H. Pendleton, Trustee, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described site plan based on the findings listed in this staff report and subject to the same conditions of use applied with the conditional use permit, CUP-15-00613:

1. The conditional use shall be administratively reviewed every 5 years.
2. The soccer facility shall not be open for training or games until the township roads (N. 1300 Road and E. 1750 Road) have been repaired to pre-SLT conditions.
3. The Planning Office shall provide mailed notice to all property owners within 1,000 feet of the subject property when a site plan requiring County Commission approval is submitted.
4. The athletic field lights will utilize shields/visors, that have been approved by the Planning Office, for glare reduction.
5. A site plan for a vegetated noise buffer on the east side of the property shall be submitted to the Planning Office for County Commission approval. The bufferyard landscaping shall be installed a minimum of 2 years before development of Phase 2, the area east of the stream.
6. Wells on the property may be used only for the limited purpose of the facility. No well on the property may be used for irrigation purposes.

KEY POINTS

- Changes proposed with this plan include:
 - A reduced field layout and smaller buildings to accommodate the expansion of the detention pond to property manage stormwater and balance the site for development, and
 - The reconfiguration, relocation, and expansion of the parking areas.
- The conditional use permit was approved with a condition that the Planning office shall provide mailed notice to all property owners within 1,000 feet of the subject property when a site plan requiring County Commission approval is submitted. Notification was mailed to property owners 20 days prior to the County Commission meeting.
- The property is encumbered with floodplain and the Zoning and Codes Director has approved a revised floodplain development permit for the changes.

OTHER ACTION REQUIRED

- The applicant shall submit an application and building plans to the Zoning and Codes Office for a building permit. A building permit must be obtained prior to any construction activity.
- The applicant shall obtain an entrance permit from Wakarusa Township prior to installation of an access drive.

ATTACHMENTS

- Site plan

COMMUNICATIONS

No communications were received prior to the printing of this report.

GENERAL INFORMATION

Current Zoning and Land Use:

A (Agricultural) and V-C (Valley Channel) Districts with F-F (Floodway Fringe) Overlay Districts; *Agriculture* with approved conditional use permit for Calcio Village, a soccer complex classified as an *Athletic Field*.

Surrounding Zoning and Land Use:

To the west:

A (Agricultural) and F-F (Floodway Fringe Overlay) Districts; *Agriculture* and K-10 Highway. Further to the west is an area designed as future City of Lawrence parkland and a parcel that has been annexed into the City of Lawrence and developed with a sanitary sewer pump station. This property is zoned GPI (City-General Public and Institutional Use).

To the north and south:

A (Agricultural), V-C (Valley Channel), and F-F (Floodway Fringe Overlay) Districts; *Agriculture* throughout and the Wakarusa River Corridor to the south. Parcel zoned I-2 (Light Industrial) District to the northwest has been developed as KDOT right-of-way.

To the east:

V-C (Valley Channel), F-F and F-W (Floodway Fringe and Floodway Overlay) Districts; *Agriculture* and the Wakarusa River Corridor. A recreational use, a ski lake, is located to the northeast near K-10 Highway.
(Figure 1a-c)

Legal Description: 80 ACRES; 15-13-20 N 1/2 NE 1/4 WW 35



Figure 1a. Zoning of the area: A (Agricultural), V-C (Valley Channel).

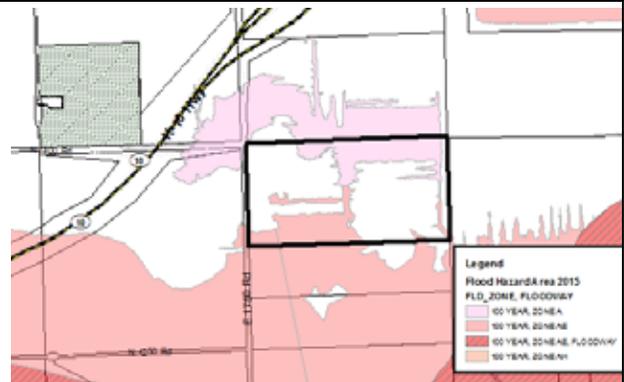


Figure 1b. Floodplain in the area.



Figure 1c. Land use/development in the area.

SUMMARY OF REQUEST

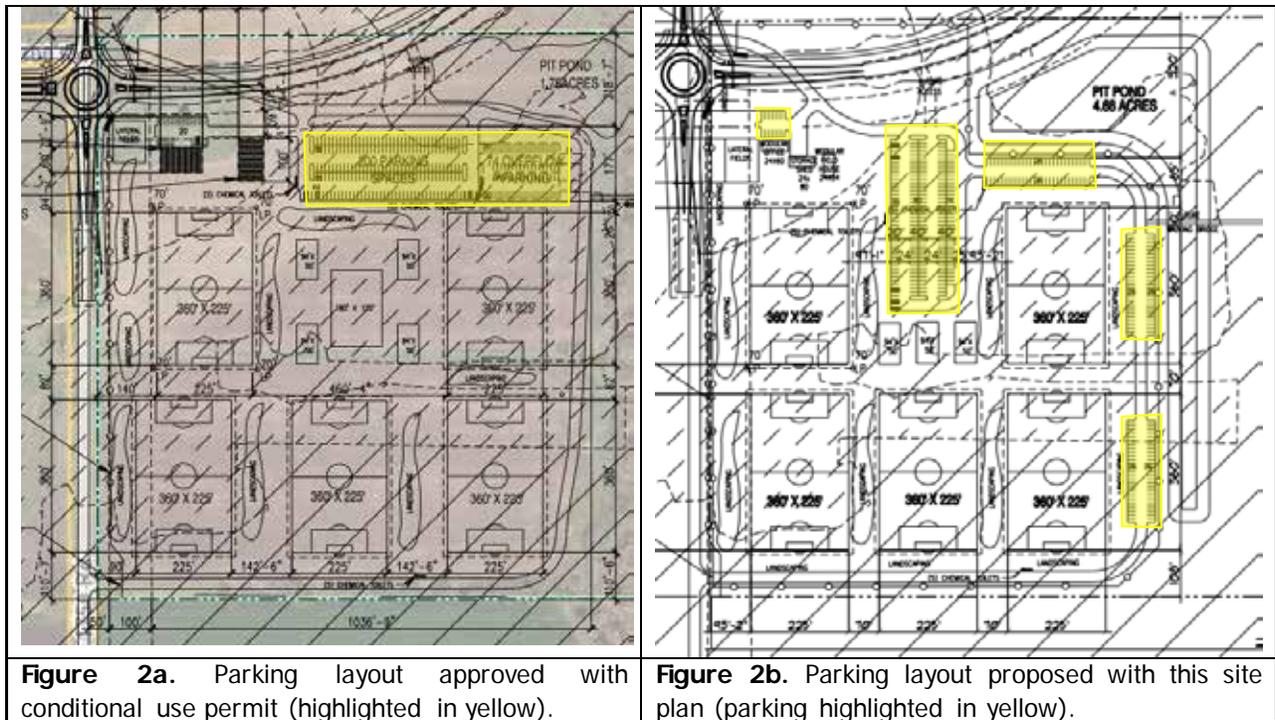
This site plan revises the plan approved with conditional use permit, CUP-15-00613, to expand the detention pond to comply with the Douglas County floodplain management regulations. This change requires a reconfiguration and reduction in the size of the playing fields and structures, and the reconfiguration of the parking areas. The plan also proposes the removal of the grassed overflow parking area and installation of additional parking along the access drive on the east side of the property.

PARKING

The Zoning Regulations do not specify a parking requirement for an *Athletic Field* use. Typically, the parking requirement for assembly uses is calculated based on the number of seats provided for the event and parking for recreation uses is calculated based on the square footage of the recreation area. The *Athletic Field* use is different from both of these uses, as no spectator seating is proposed and the number of occupants is set per team size rather than area. No seating is being proposed with this use and few spectators are anticipated. The parking approved with the conditional use permit was based on the following information provided by the applicant:

- Typical team size of 15 players and 2 coaches: 34 plus 4 referees – 38 people per field.
5 fields results in 190 people.

The 200 parking spaces approved with the conditional use permit would allow 40 parking spaces per field. The CUP plan provided 200 parking spaces with 74 overflow parking spaces. This site plan proposes an increase to 357 parking spaces. The parking areas shown in the approved CUP plan are located along the north side of the property. With the changes to the detention pond and buildings, the parking areas will be reconfigured and relocated as shown in Figure 2.



With this revision, the grassed overflow parking area has been removed and the parking area is reconfigured from the east/west orientation to a north/south orientation. The parking area extends to the south into the area previously planned for training fields, which reduces the area for the training fields, and additional parking areas are provided along the east side of the property which provides parking closer to the activity areas. However, this increases the activity along the east side of the property. The owner of the property to the east of the subject property expressed concerns during the review of the conditional use permit about the

impact the noise and activity could have on their facility, the Wak-n-Duk conservation area. One of the conditions of the conditional use permit is that the development of the second phase of the project, east of the stream, will require landscape plantings at least 2 years before the development of the second phase. In staff's opinion, the parking area in this location should not have any impact on the adjacent conservation area.

The Zoning Regulations require 8 ADA accessible spaces for a parking lot with between 301 and 400 parking spaces and 11 ADA accessible spaces are provided on the plan.

HEIGHT, AREA, AND BULK REQUIREMENTS

The A District permits a maximum building height of 35 feet. The plan notes that the revised buildings will not exceed 25 feet in height. Other area and bulk requirements were discussed and found compliant with the review of the conditional use permit.

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) and V-C (Valley Channel) Districts. An *Athletic Field* is a permitted use in the A and Valley Channel Districts when approved as a conditional use. The Board of County Commissioners approved conditional use permit, CUP-15-00613, for this use at their February 2, 2016 meeting. No changes are being proposed to the use with this site plan.

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

The arrangement of buildings, parking, lighting, and landscaping was found to be compliant with the approval of the conditional use permit. Only those items being revised with this site plan are discussed in the following review:

- 1) Enlarged detention pond. This change was necessary for compliance with the floodplain management regulations and should not affect the compatibility of the project with the surrounding land uses.
- 2) Reduced building size and relocation/orientation. To accommodate the larger detention pond, it was necessary to reduce the size of the buildings; however, they remain in the same general location. This change should not affect the compatibility of the project with the surrounding land uses.
- 3) Relocation and reorientation of parking areas. The approved conditional use permit plan had an access drive leading from the parking area on the north side of the property, south on the east side of the practice fields, and then west to the roadway. Parking is being proposed along this access drive with this revision. The owner of the property to the east, the Wak-n-Duk wildlife conservation area, had concerns with the level of activity along the east side of the property. The conditional use permit was approved with conditions, one of which was that a landscaped bufferyard would need to be planted on the east side of the property prior to development of Phase 2, to the east side of the stream. The parking is occurring on Phase 1, to the west of the stream and is not expected to have any impact on adjacent land uses.

The changes being proposed are expected to maintain or enhance the compatibility of the subject property with adjacent land uses.

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;

No changes are being proposed to the access into or within the site.

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

Pedestrian traffic is expected throughout the site. No change is being proposed to the pedestrian access within the site; however, the relocated parking spaces will place parking closer to the athletic fields.

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. No changes are being proposed from the landscaping that was approved with the conditional use permit. The plan contains the same note as the conditional use permit requiring additional landscaping along the north side of the parking areas when significant improvements are made to the facility following the extension of 31st Street to the east.

6. All outdoor trash areas are screened

No outdoor trash area is being proposed. Trash receptacles will be placed along the edge of the parking lots and soccer fields and in close proximity to the chemical toilets. The property owner will contract with local trash and recycling collection company.

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.

C15.003.01

Jambers
Futbol Club
inc.

P.O. BOX 1030
Lawrence Ks, 66044

Calcio Village
N1300 Rd & E1750 Rd
Lawrence,
Kansas



ADAMS
ARCHITECTS
700 Massachusetts
Suite 202
Lawrence KS, 66044

Rel. Date: 3-9-16
Rev. Date: 3-6-19

S100
SITEPLAN
CONDITIONAL USE
PERMIT

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LEGAL DISCRPTION:

15-13-20 N 1/2 NE 1/4 WW 35

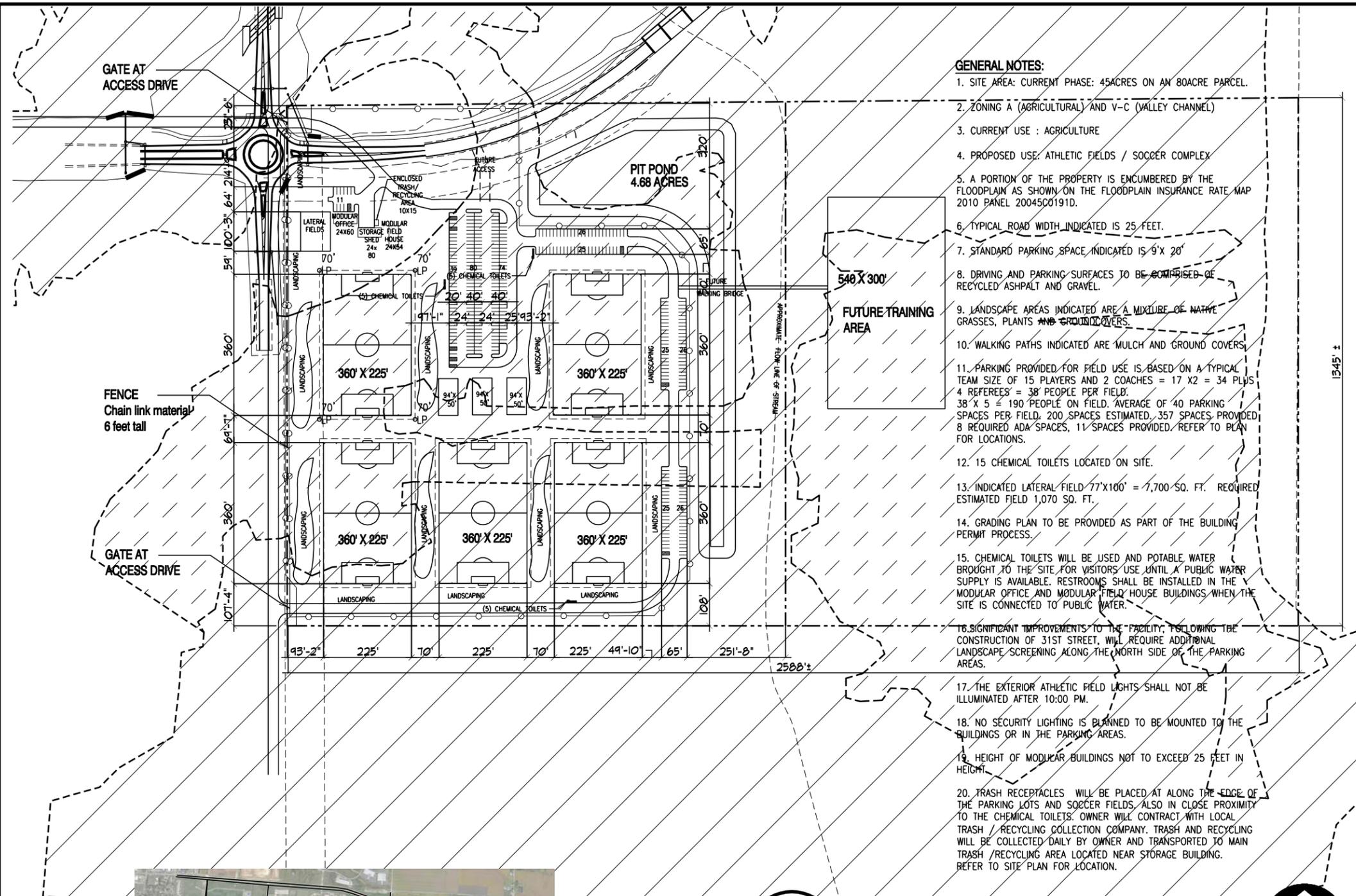
CUP-15-00613:

1. The Conditional Use shall be administratively reviewed every 5 years.
2. The Soccer facility shall not be open for training or games until the township roads(N1300 road and E1750 Road) have been repaired to pre-SLT Conditions.
3. The Planning office shall provide mailed notice to all property owners within 1000ft of the subject property when a siteplan requiring County Commission approval is submitted.
4. The athletic field lights will utilize shields/visors, that have been approved by the planning office, for glare reduction.
5. A site plan for the vegetated noise buffer on the East side of the property shall be submitted to the Planning Office for County Commission approval. The bufferyard landscaping shall be installed a minimum of 2 years before the development of Phase 2, the area East of the stream.
6. Wells on the property may be used only for the limited pupose of the facility. No well on the property may be used for irrigation purposes.

This site plan is a minor revision to the plan approved with Conditional Use Permit CUP-15-00613. The plan includes the expansion of the detention pond, reduction and reconfiguration of playing fields and structures and the reconfiguration and expansion of the parking areas.

GENERAL NOTES:

1. SITE AREA: CURRENT PHASE: 45ACRES ON AN 80ACRE PARCEL.
2. ZONING A (AGRICULTURAL) AND V-C (VALLEY CHANNEL)
3. CURRENT USE : AGRICULTURE
4. PROPOSED USE: ATHLETIC FIELDS / SOCCER COMPLEX
5. A PORTION OF THE PROPERTY IS ENCUMBERED BY THE FLOODPLAIN AS SHOWN ON THE FLOODPLAIN INSURANCE RATE MAP 2010 PANEL 20045C0191D.
6. TYPICAL ROAD WIDTH INDICATED IS 25 FEET.
7. STANDARD PARKING SPACE INDICATED IS 9'X 20'
8. DRIVING AND PARKING SURFACES TO BE COMPRISED OF RECYCLED ASPHALT AND GRAVEL.
9. LANDSCAPE AREAS INDICATED ARE A MIXTURE OF NATIVE GRASSES, PLANTS AND GROUND COVERS.
10. WALKING PATHS INDICATED ARE MULCH AND GROUND COVERS.
11. PARKING PROVIDED FOR FIELD USE IS BASED ON A TYPICAL TEAM SIZE OF 15 PLAYERS AND 2 COACHES = 17 X2 = 34 PLUS 4 REFEREES = 38 PEOPLE PER FIELD. 38' X 5 = 190 PEOPLE ON FIELD. AVERAGE OF 40 PARKING SPACES PER FIELD. 200 SPACES ESTIMATED, 357 SPACES PROVIDED. 8 REQUIRED ADA SPACES, 11 SPACES PROVIDED, REFER TO PLAN FOR LOCATIONS.
12. 15 CHEMICAL TOILETS LOCATED ON SITE.
13. INDICATED LATERAL FIELD 77'X100' = 7,700 SQ. FT. REQUIRED ESTIMATED FIELD 1,070 SQ. FT.
14. GRADING PLAN TO BE PROVIDED AS PART OF THE BUILDING PERMIT PROCESS.
15. CHEMICAL TOILETS WILL BE USED AND POTABLE WATER BROUGHT TO THE SITE FOR VISITORS USE UNTIL A PUBLIC WATER SUPPLY IS AVAILABLE. RESTROOMS SHALL BE INSTALLED IN THE MODULAR OFFICE AND MODULAR FIELD HOUSE BUILDINGS WHEN THE SITE IS CONNECTED TO PUBLIC WATER.
16. SIGNIFICANT IMPROVEMENTS TO THE FACILITY, FOLLOWING THE CONSTRUCTION OF 31ST STREET, WILL REQUIRE ADDITIONAL LANDSCAPE SCREENING ALONG THE NORTH SIDE OF THE PARKING AREAS.
17. THE EXTERIOR ATHLETIC FIELD LIGHTS SHALL NOT BE ILLUMINATED AFTER 10:00 PM.
18. NO SECURITY LIGHTING IS PLANNED TO BE MOUNTED TO THE BUILDINGS OR IN THE PARKING AREAS.
19. HEIGHT OF MODULAR BUILDINGS NOT TO EXCEED 25 FEET IN HEIGHT.
20. TRASH RECEPTACLES WILL BE PLACED AT ALONG THE EDGE OF THE PARKING LOTS AND SOCCER FIELDS, ALSO IN CLOSE PROXIMITY TO THE CHEMICAL TOILETS. OWNER WILL CONTRACT WITH LOCAL TRASH / RECYCLING COLLECTION COMPANY. TRASH AND RECYCLING WILL BE COLLECTED DAILY BY OWNER AND TRANSPORTED TO MAIN TRASH /RECYCLING AREA LOCATED NEAR STORAGE BUILDING. REFER TO SITE PLAN FOR LOCATION.



SITE PLAN

SCALE: 1" = 300'



NORTH



.2 PERCENT CHANCE ANNUAL FLOODING



ZONE A - 2 PERCENT CHANCE ANNUAL FLOODING

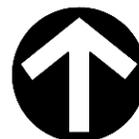


ZONE X - NOT IN FLOOD PLAIN



VICINITY MAP

SCALE: NTS



NORTH