

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JUNE 22, 2016

4:00 p.m.

-Consider approval of the minutes for April 6, April 11, April 13, May 18, May 25 and June 1, 2016

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider acquisition of easement for drainage structure no. 9.50N-9.00E (Michael Kelly);
- (c) Confirm use of emergency authority of the County Administrator to order structural steel for renovation of Project No. 2010-08; Bridge No. 12.65N-23.87E (Weinaug/ Browning);
- (d) Authorize the County to accept Quit Claim Deed for parcel located at East Hills Business Park from Kansas University. (Weinaug and Handshy);
- (e) Confirm authorization of the County Administrator to purchase truck for building maintenance and waiving purchasing policy for purchase (Sparkes, Weinaug);-*backup added Monday*
- (f) Consider authorization to purchase Snap-Tite liners pipes from ISCO Industries in the amount of \$116,359.85, and to pay for this purchase from the CIP (Keith Browning);
- (g) Consider a modification of the November 11, 2015, Fixed Price Agreement for Research by and between Douglas County and the University of Kansas Center for Research, Inc. to fund Part II of the Douglas County Criminal Justice Related Activities project under the direction of Jason Matejkowski and Margaret Severson.(Jill deVries Jolicoeur);
- (h) Consider approval additional treatment of Eurasian Water milfoil at Lone Star Lake, Dg.Co. Project No. 2016-54 (Keith Browning/Doug Stephens);
- (i) Consider recommendation to renew Mental Health Services Contract (Ken McGovern); and
- (j) Consider authorization to purchase precast concrete culvert Project No. 2017-54; Structure No. 19.91N-01.00E (Keith Browning).

REGULAR AGENDA

- (2) Consider resolution establishing policy for placement of political signs in road rights-of-way (Keith Browning)-*Backup added Monday*
- (3) Consider approval of Longevity Program and Veteran's Day Holiday Proposal (Sarah Plinsky)
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- Board of Construction Codes Appeals (1) position 12/15**
- Community Corrections Board (2) positions 01/16 and 05/16**
- (c) Public Comment
- (d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (5) **TA-15-00571:** Consider a Text Amendment to the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add Wind Energy Conversion Systems. *Initiated by County Commission on 10/21/15. Deferred by County Commission on 4/6/16.* Sandra Day is the Planner
- (6) Adjourn

WEDNESDAY, JUNE 29, 2016

WEDNESDAY, JULY 6, 2016

4:00 p.m.

-Vacation Petition Hearing for the City of Lawrence west of Queen Road (E 1000 Road)-
Scott Wagner

WEDNESDAY, JULY 13, 2016

WEDNESDAY, JULY 20, 2016

WEDNESDAY, JULY 27, 2016

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



DOUGLAS COUNTY PUBLIC WORKS

3755 East 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglas-county.com
www.douglas-county.com

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
Michael D. Kelly, P.S., County Surveyor

DATE : June 3, 2016

RE : Consent agenda
Acquisition of Easement; Drainage Structure Replacement
Project No. 2015-80; Structure No. 9.50N – 9.00E;

A project has been designed to replace a deficient drainage structure located approximately 3 miles south of the Clinton Lake dam on E900 Road. This structure is 0.1 mile south of a bridge (9.58N – 9.00E) also scheduled for upcoming replacement.

The subject drainage structure is located on a road anticipated to see higher traffic counts in 2017 due to the planned re-construction of County Route 458. Plans were developed in-house and negotiations with pertinent landowners for permanent easement have been completed.

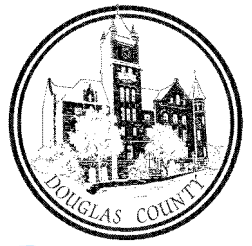
Construction is currently planned for Summer 2016 and will be accomplished using county forces.

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

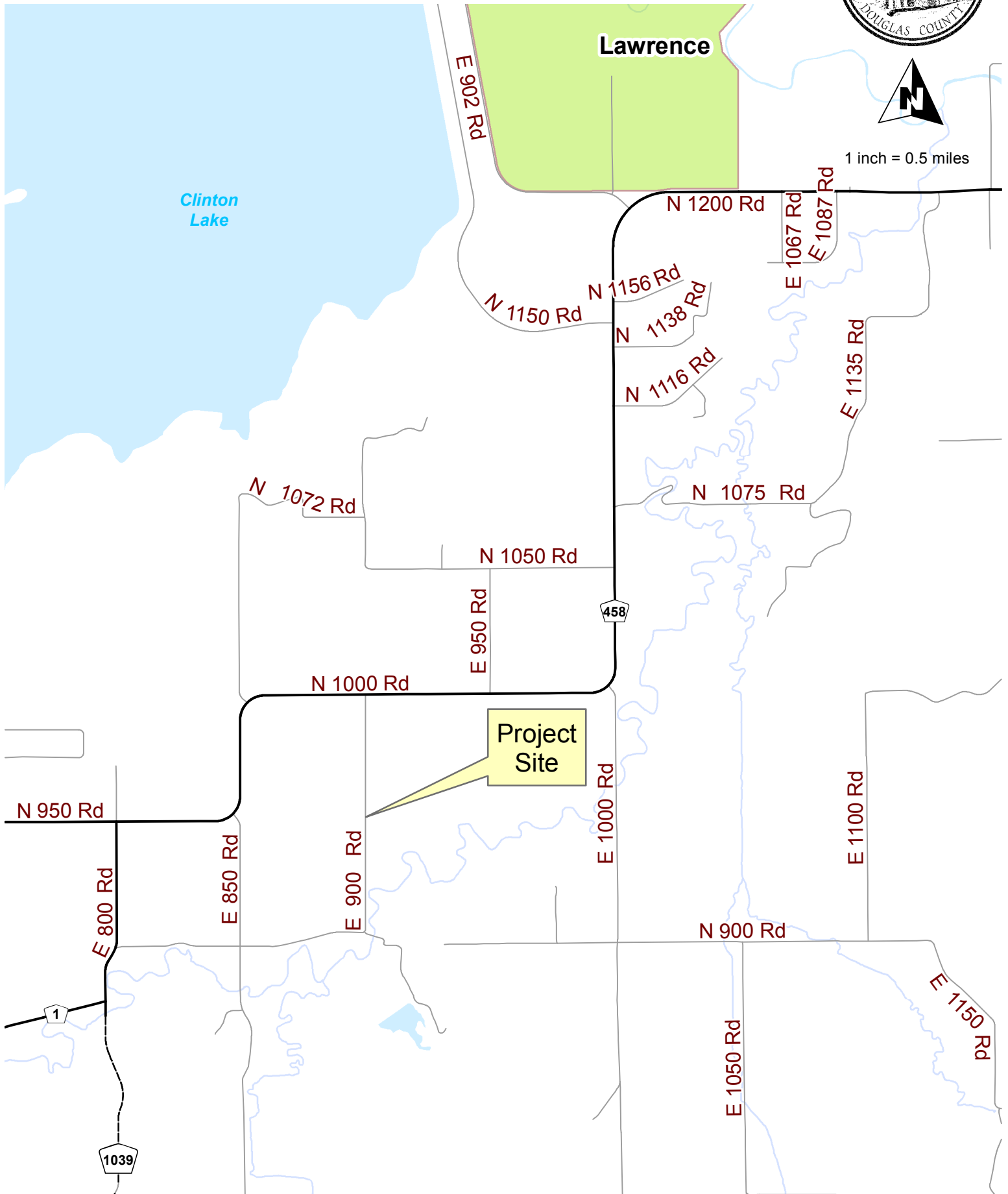
ACTION REQUIRED: Consent agenda approval of the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure No. 9.50N – 9.00E.

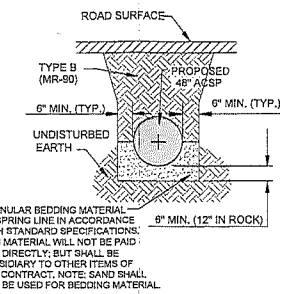
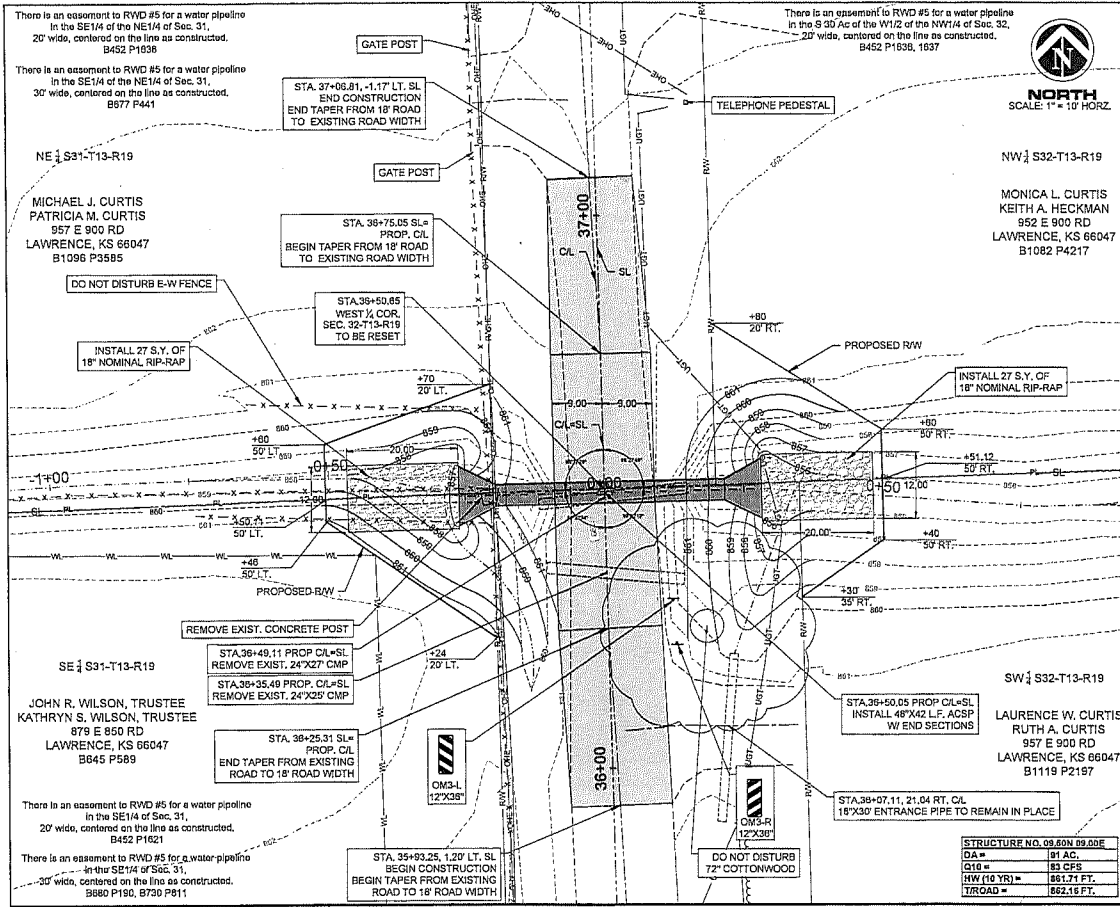
General Location Map

Str. No. 9.50N - 9.00E



1 inch = 0.5 miles





TYPICAL TRENCH DETAIL

Pipe Dia. Inches	2 1/2" x 1 1/2" Corr.	3" x 1" Corr.	3" x 1" Corr.	3" x 1" Corr.	3" x 1" Corr.	3" x 1" Corr.
12"	14	14	14	14	14	14
14"	14	14	14	14	14	14
16"	14	14	14	14	14	14
18"	14	14	14	14	14	14
20"	14	14	14	14	14	14
22"	14	14	14	14	14	14
24"	14	14	14	14	14	14
26"	14	14	14	14	14	14
28"	14	14	14	14	14	14
30"	14	14	14	14	14	14
32"	14	14	14	14	14	14
34"	14	14	14	14	14	14
36"	14	14	14	14	14	14
38"	14	14	14	14	14	14
40"	14	14	14	14	14	14
42"	14	14	14	14	14	14
44"	14	14	14	14	14	14
46"	14	14	14	14	14	14
48"	14	14	14	14	14	14
50"	14	14	14	14	14	14
52"	14	14	14	14	14	14
54"	14	14	14	14	14	14
56"	14	14	14	14	14	14
58"	14	14	14	14	14	14
60"	14	14	14	14	14	14

SECTION CORNER INFORMATION

SECTION CORNER	RCODE	SECTION CORNER COORDINATE	ELEVATION	CORNER STATUS	STATION
NW CORNER SEC. 32-T13-R19	N05V	N: 211843.125 E: 2070784.07	882.075	RECORD	63+00.94
1/4 NL CORNER SEC. 32-T13-R19	N08X	N: 209193.742 E: 2070803.489	881.503	RECORD	36+50.05
SW CORNER SEC. 32-T13-R19	S05A	N: 206544.001 E: 2070932.511	880.501	RECORD	10+00
CTR CORNER SEC. 31-T13-R19	N03X	N: 209095.227 E: 2089205.873	888.588	RECORD	N/A

BENCHMARK INFORMATION

BM #1	N: 209562.858 E: 2070766.688	872.072	600 NAIL ON NORTH SIDE OF GATE POST	45+41.39 96.60' LT.
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UTILITY OWNERS

DISTRICT	COMPANY NAME	PHONE NUMBER
ATT302	ATT DISTRIBUTION	(785) 276-5377
DORADO	DOW 5 DOUGLAS COUNTY	(785) 748-0388
WESTAR ENERGY		(785) 855-4850

LEGEND

SL= SECTION LINE
CL= CENTERLINE
FL= FLOW LINE

APPROVED BY:

KEITH A. BROWNING, P.E.
DIRECTOR OF PUBLIC WORKS

DATE

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

Project: 2015-80
Proposed: N0950 E0900
Reviewed: A.E. L. Overly, J.S.
Checked: C.V. Date: 10/01/15

PLAN & PROFILE
SHEET 1 OF 1

CULVERT REPLACEMENT FOR E 900 ROAD
PROJECT # 2015-80
STRUCTURE # N0950 E0900



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

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

Date : June 2, 2016

Re : Consent Agenda approval to purchase structural steel for bridge rehab project
Project No. 2010-08; Bridge No. 12.65N-23.87E

The referenced bridge is on E 2400 Road approximately 0.2 miles south of N 1300 Road. The concrete T-beam bridge was constructed in 1930. The deck is in poor condition. The concrete superstructure is rated "fair" with several areas of spalled concrete exposing square reinforcing steel. The bridge is posted for a 12-ton load limit. The CIP includes \$150,000 for a project to rehabilitate the bridge.

Plans have been prepared by a consultant to remove the concrete deck and superstructure, and construct a steel superstructure and concrete deck on the existing abutments, which are in good condition. The work will be done largely with department forces. We will hire crane services and concrete sawing services.

We have received a price proposal from Doherty Steel, Inc. to fabricate the steel superstructure and provide stay-in-place deck panels. Doherty Steel is located in Paola, Kansas. The cost of supplying the steel required for this project is \$36,617.00.

The bridge rehabilitation project will allow us to remove the 12-ton load limit. Rehabilitating this very low traffic volume bridge is the economically more sound option compared to replacing the bridge.

Action Required: Consent Agenda authorization for the Public Works Director to accept a proposal from Doherty Steel, Inc. to fabricate and supply structural steel required for Project No. 2010-08, the rehabilitation of Bridge No. 12.65N-23.87E, at a cost of \$36,617.00.



MEMORANDUM

Date: June 6, 2016

To: Craig Weinaug, County Administrator

From: Adam Handschy, The Chamber, Lawrence, KS

Re: KU Endowment Land Gift Adjacent to East Hills

On October 20, 2015, Diane Stoddard, at the time serving as Lawrence's Interim City Manager, was contacted by Monte Soukup, Senior V.P. of Property Management, at KU Endowment Association, regarding a parcel of land that had been left to them as part of an estate. KU Endowment wished to convey this property to City ownership as it was contiguous to another City-owned parcel and bordered East Hills Business Park (just north of the drainage ditch behind Amarr-Entrematic, at 3800 Greenway Circle. Please see included graphic).

Given the land's location, small size and topography, it was determined to have little commercial value though thought to be potentially useful to the business park. Thus, as the County holds the unsold and public property at East Hills, it was determined that it (rather than the City) would be the more appropriate recipient for the land.

While the end-use of the land is yet to be determined, whether officially added to the Park or gifted to a tenant for development, I believe the County can best facilitate the transaction and would urge consideration of acceptance of this gift by the Board of County Commissioners.

Please find attached KU Endowment's draft Quit Claim gifting the land to the County. Upon the Board's approval I will request that the deed be executed and will submit to the Register of Deeds for recording.

Respectfully,

A handwritten signature in black ink, appearing to read "Adam Handschy".

Adam Handschy

Director of Programs & Business Development

QUITCLAIM DEED

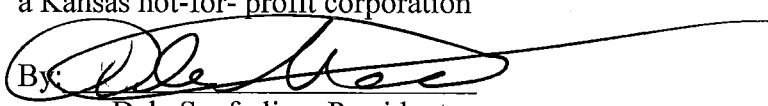
THIS QUITCLAIM DEED is made this 14 day of June, 2016, by and between THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION, a Kansas not-for-profit corporation (hereinafter "Grantor") and BOARD OF COUNTY COMMISSIONERS OF COUNTY OF DOUGLAS, STATE OF KANSAS, duly organized and existing under and by virtue of the laws of the State of Kansas, the mailing address of which is 1100 Massachusetts Street, Lawrence, Kansas 66044 Attn: County Administrator ("Grantee").

WITNESSETH: THAT SAID GRANTOR, as a gift, contribution or donation and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents, Quitclaim unto the Grantee any and all right, title and interest of the Grantor in the parcels of real estate situated in Douglas County, Kansas that are described on Exhibit One which is attached hereto and hereby incorporated herein by this reference.

Under K.S.A. 79-1437 a Real Estate Sales Validation Questionnaire is not required due to Exemption No. 4 pursuant to K.S.A. 79-1437e(4).

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Quitclaim Deed to be signed and attested on its behalf by its duly authorized officers, the day and year first above written.

THE KANSAS UNIVERSITY
ENDOWMENT ASSOCIATION,
a Kansas not-for-profit corporation

By: 

Dale Seuferling, President

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on June 14, 2016, by Dale Seufferling as the President of The Kansas University Endowment Association, a Kansas not-for-profit corporation, who is personally known to me to be such officer, and who acknowledged that the execution of the foregoing was the free act and deed of said corporation.



Yvonne Garcia
Yvonne Garcia, Notary Public

My Appointment Expires: December 29, 2018

EXHIBIT ONE

0.71 acres in Section 3, Township 13 South Range 20 East of the Sixth Principal Meridian, in Douglas County, Kansas more particularly described as follows:

Beginning at a point 618 feet East of the Southwest corner of the Northwest Quarter in Section 3, Township 13 South, Range 20 East of Douglas County, Kansas; thence North 6.47 degrees West 153.5 feet to the South Right-of-Way of the ATSF Railroad; thence Southeast along said Right-of-Way 583 feet to the South line of said Northwest Quarter; thence West 543 feet to the point of beginning.

https://dgc.douglas-county.com/propertymap/index.html

Home - SunGard - i/as Cash (Spendable) Transaction ... Douglas County, KS Propert...

File Edit View Favorites Tools Help

Gis Map Viewer Douglas ... Google Maps (2) Capitol Federal's True Blu... EnergyPrint Google KU Endowment Property ... KUEndowment_Lawrence ... Login Reference, Facts, News - F... Web Slice Gallery

Douglas County, KS Property Viewer

Details Legend

Welcome to the Douglas County, Kansas property viewer!

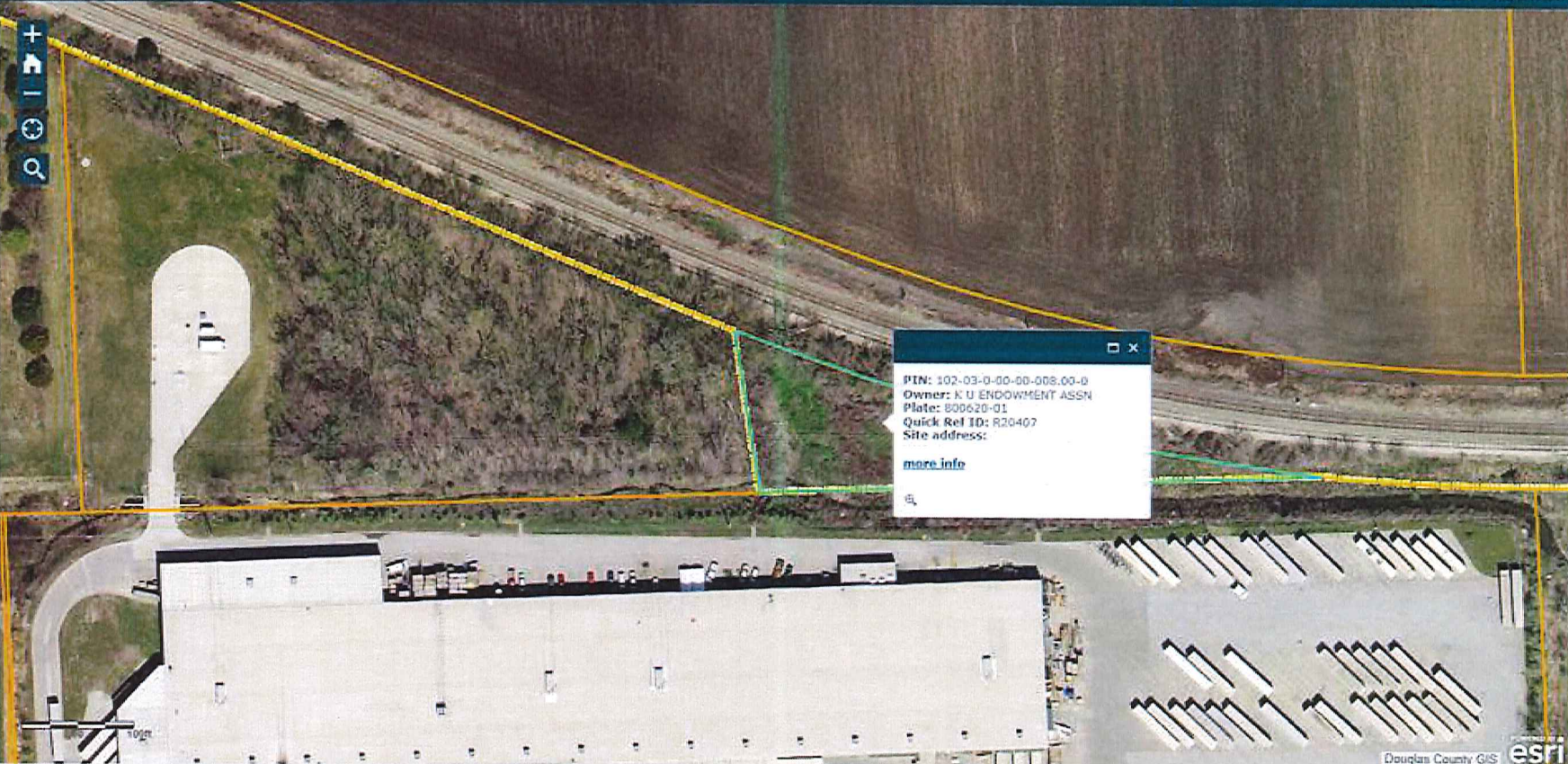
To find a property:

- Click on the magnifying glass and type in an address, or
- Zoom in to the location of interest

Click on a property to learn more about it.

Internet Explorer users: for best performance, please use version 10 or later. Some of the map's functionality may not work in older browsers.

Bookmarks Layers Print Share Measure



PIN: 102-03-0-00-00-008.00-0
Owner: K U ENDOWMENT ASSN
Plate: 000620-01
Quick Ref ID: R20407
Site address:
[more info](#)

Douglas County GIS esri

1:02 PM 10/20/2015

AD - Crabtree, Robin

From: AD - Weinaug, Craig
Sent: Monday, June 20, 2016 10:35 AM
To: County Commission
Cc: ejones@ljworld.com; MT - Sparkes, David; AD - Crabtree, Robin
Subject: Consent item 1e Back up: Confirm authorization of the County Administrator to purchase truck for building maintenance and waiving purchasing policy for purchase

Commissioners:

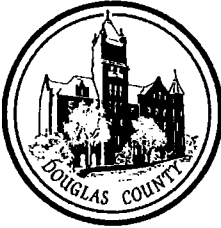
On Wednesday, June 1st, I was informed by David Sparkes that the truck that is used by building maintenance to pull the mowing equipment broke down. We spent \$5560 on this vehicle in April, and the cost to fix the truck again was estimated at \$3550. Our vehicle maintenance staff recommended that it should not be repaired. In addition, based on mileage it was determined to be past its useful life.

I met with Mr. Sparkes and determined that we did not have the time to go through the normal county commission approval and purchase process (since the County Commission was not meeting between June 1 and June 22) without having the mowing situation on county properties getting out of hand. I asked David to determine whether a vehicle was available through the state bid that would meet his needs. The short answer to this question is that we are between model years, and none of the trucks on the lot of a vendor with the state bid had the long bed that is necessary for our truck to spread sand in the winter. However, he did get the prices on two short bed trucks that were more expensive than the long bed truck that we ultimately found on a local lot, that does meet our needs.

After he determined that there were no trucks meeting our needs through the vendor with the state bid, I instructed him to determine if there was a truck meeting the needs on a lot of a Douglas County dealer. He did find one truck available from Dale Willey that was on his lot priced to us at \$28514. The two trucks that were available through the state bid, that did not meet our needs were priced at \$30,715, and \$31,103. These were not apples to apples comparisons, but they are provided to establish that the price of the truck that we purchased was the lowest cost available to meet our needs.

Recommendation: The commission needs to ratify the County Administrator's use of emergency authority to purchase the vehicle, including a waiver of the purchasing policies to complete process without formal bids. The vote to ratify the waiver of bid requirements must be unanimous.

Craig



DOUGLAS COUNTY PUBLIC WORKS

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Lawrence, KS 66046
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116
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 *[Signature]*
Doug Stephens, Operations Division Manager

Date : June 8, 2016

Re : Consent Agenda authorization to purchase pipe culvert liners

As part of our culvert replacement program we annually inspect cross road pipe culverts under the County hard surfaced road network. During these inspections it became evident that many of our existing cross road pipes are in need of replacement and/or repair. In lieu of replacing these pipe culverts we propose to line them with polyethylene liners that will be grouted into place. This method is less expensive than total replacement and results in little to no traffic disruption. Although lining a pipe culvert results in a smaller culvert opening size, we verify the hydraulic adequacy at all planned culvert liner locations.

Currently there are three types of liners available. When verifying the hydraulic adequacy we also reviewed each type of liner to determine the best liner for each location. This year we propose to line six culverts using the Snap-Tite lining system. The CIP includes \$125,000 for lining culverts, which will cover the cost of the liners and grout. We propose to use Snap-Tite liners furnished by ISCO Industries for a cost of \$116,359.85. ISCO Industries is the only authorized supplier of Snap-Tite liners in this region.

Action Required: Consent Agenda authorization to purchase Snap-Tite liner pipes from ISCO Industries in the amount of \$116,359.85, and to pay for this purchase from the CIP.

**DOUGLAS COUNTY PUBLIC WORKS
ANNUAL CULVERT LINING PROGRAM**

Snap-Tite Liner Purchase

June 8, 2016

Culvert #	Existing Size	Liner Size	Length (Feet)	Snap-Tite		Total Cost	Remarks
				Unit Cost	Hydro-Bell		
0400 x 1763	48" x 150' RCP	42" OD x 39.26" ID	144	\$104.11		\$14,991.84	
0400 x 1763	48" x 150' RCP	42" OD x 39.26" ID	16	\$111.62		\$1,785.92	
0600 x 1626	60" x 105' CMP-BB	54" OD x 50.48" ID	120	\$169.63		\$20,355.60	
0600 x 1684*	71" x 45" x 62' CMPA-BB	42" OD x 39.26" ID	72	\$104.11	\$3,307.73	\$10,803.65	Hydro-Bell, *two liner pipes will be installed in existing host pipe.
0600 x 1684*	71" x 45" x 62' CMPA-BB	22" OD x 20.56" ID	72	\$32.04	\$2,125.00	\$4,431.88	
0944 x 0550	48" x 178' CMP-BB	42" OD x 39.26" ID	192	\$104.11	\$3,307.73	\$23,296.85	Hydro-Bell
0950 x 0717	66" x 132' CMP	54" OD x 50.48" ID	144	\$169.63		\$24,426.72	
0950 x 0735	36" x 56' CMP	32" OD x 29.91" ID	48	\$65.17	\$2,885.71	\$6,013.87	Hydro-Bell
0950 x 0735	36" x 56' CMP	32" OD x 29.91" ID	18	\$69.64		\$1,253.52	

\$107,359.85

Freight \$9,000.00

TOTAL BID AMOUNT \$116,359.85

BB - Broken Back

CMP - Corrugated Metal Pipe

CMPA - Corrugated Metal Pipe Arch

RCP - Reinforced Concrete Pipe

Hydro-Bell - Increases flow capacity

**THE UNIVERSITY OF KANSAS
CENTER FOR RESEARCH, INC.**

Modification #1

April 25, 2016

This document modifies the Fixed Price Agreement for Research, effective November 11, 2015, by and between the Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044 (DGCO), and the University of Kansas Center for Research, Inc., 2385 Irving Hill Road, Lawrence, Kansas 66045-7568 (KUCR). Funding for this Modification #1 will support Part II of the project entitled, "Douglas County Criminal Justice-Related Activities," under the direction of Jason Matejkowski and Margaret Severson. The following wording supplements the language in the original Fixed Price Agreement:

2. **Scope of Work**

During Part II of this project, KUCR will perform additional research and services as described in the Amended Proposal for Douglas County Criminal Justice-Related Activities dated April 18, 2016 (Attachment A). The services listed in Attachment A are in addition to the services outlined in the original proposal dated October 27, 2015, for Part I and Part II.

3. **Duration**

The project duration is extended for an additional twelve (12) months to allow for completion of Part II of this project, which will begin August 1, 2016. The previous ending date was September 30, 2016 and the revised ending date is September 30, 2017.

4. **Costs and Payments**

a. DGCO agrees to pay an additional \$65,692 to cover the costs for completion of Part II of the project. The total cost of the contract for Part I was \$46,799 and is now revised to a total of \$112,492 for both Part I and Part II combined.

The following payment schedule represents only those costs associated with Part II for \$65,692 (see Attachment B).

(c) Payment will be made by DGCO to KUCR after receipt of invoice from KUCR according to the following schedule for Part II:

Payment 1 – Payment of \$30,000 on or about August 1, 2016

Payment 2 – Payment of \$30,000 on or about February 1, 2017

Payment 3 – Payment of \$5,692 on or about September 30, 2017

All other terms and conditions of the Fixed Price Agreement for Research, effective November 11, 2015, remain in force.

(signature page to follow)

DOUGLAS COUNTY

UNIVERSITY OF KANSAS
CENTER FOR RESEARCH, INC.

Name: Craig Weinaug
Title: County Administrator

Alicia M. Reed
Interim Director, Research Administration

DATE: _____

Date: _____
FEIN: 48-0680117



To: Craig Weinaug, Douglas County Administrator
From: Margaret Severson, Professor
Re: AMENDED Proposal for Douglas County Criminal Justice-Related Activities
Date: April 18, 2016

Craig –

Attached you will find an amended proposal for services to be delivered to Douglas County from August 1, 2016 through fiscal year 2016-2017. The work proposed reflects a continuation of the work identified and partially fulfilled in Part I of the original contract, and, in addition, the work initially included as Part II of the proposal submitted (and subsequently accepted) October 27, 2015.

Specifically, in addition to the work proposed in the original Part II, this amended proposal includes additional consultation services, as follows:

(1) Initial consultation and facilitation and ongoing support to the newly established Criminal Justice Coordinating Council.

(2) Individual consultations with system constituents in the effort to streamline the implementation of the Mental Health Court. For example, along with the new Bert Nash case managers, who will serve the MHC in its initial phases, we have met with Judge Pokorny to determine her expectations for case management services. We will also be meeting with the District Attorneys, Probation, and others, including defense attorneys, as we prepare for the start up of the MHC.

(3) Ongoing

(a) Planning and facilitation of all MHC meetings.

(b) Once implemented, provision of troubleshooting services to the MHC through the duration of this contract period.

(4) Expansion of our evaluation services to include the evaluation of all court diversion opportunities. We have identified, in discussion with Judge Pokorny and the District Attorney's Office, four (4) different post-booking diversion streams, including a bond supervision program, which will be part of that evaluation.

The cost of the services detailed in this proposal is \$65,692.00. This amount includes salaries, 35% fringe, and nominal expenses for supplies and local travel. We had originally proposed a budget of \$50,176 for Part II of the contract. The additional funding in this current proposal will be used to support our academic year salaries, so that we have additional time available to complete all of the data and analytic work required.

The formal contract, including a detailed budget, will be drawn up by the University's Center for Research (KUCR) and sent to you for your approval. In advance of that contract preparation, we request that you provide notice (emailed to mseverson@ku.edu) that Douglas County does not pay indirect costs on contracts.

Please contact me if you have any questions about this proposal and the attachment to it. Thank you again for inviting Dr. Matejkowski and me to work with Douglas County in this important process of justice planning.

Margaret



Proposed Scope of Work

Margaret Severson and Jason Matejkowski, Professors in the School of Social Welfare at the University of Kansas, will be the Co-Principal Investigators (Co-PIs) responsible for the direct provision and/or oversight of all services and deliverables, as described below.

SCOPE OF WORK

- I. Program Evaluation, Data Generation and Management, Consultation and Reports. Work includes identification and contribution to the development of up to three funding proposals to support mental health court and crisis center program components and to support the evaluation, by current consultants, of program components.

A. Mental health/problem-solving court evaluation

- (1) Continued planning and facilitation (from the date of this proposal through September 30, 2017) of all necessary meetings involving key stakeholders in the development and operation of a mental health court in the Douglas County District Court.
- (2) Continued assistance in identifying and bringing together key members of the community to identify and discuss diversion options as they are identified; as directed by the Criminal Justice Coordinating Council (CJCC).
- (3) Provide consultation to the MHC team aimed at troubleshooting obstacles to the implementation and to the necessary evaluation of the MHC.
- (4) Identify and establish (with the aid of county, jail, and treatment program stakeholders) the electronic surveillance systems necessary to provide continuous monitoring and routine data collection on MHC-participants
 - a) Upon commencement of this contract and receipt of human subjects approval, immediate implementation and testing of data collection processes to begin with mental health court-eligible participants identified at the Douglas County Jail.
 - b) Data collection is likely to include certain characteristics of MHC participants (referral source, charges, demographics, information from established screening and assessments [e.g., criminal risk, mental health]); the types, locations, dosage and duration of the services MHC participants receive (length of stay in the program and reason for discontinuation [e.g., withdrawal, graduation], status hearings

scheduled/attended; behavioral health services scheduled/received; sanctions and rewards); outcomes (e.g., reincarceration, hospitalization, crisis calls); and other data as identified by stakeholders. The cooperation of the resource partners in gathering and providing these data will be essential and the evaluators will make every effort to secure this necessary cooperation.

In addition, collect and analyze similar data on all court-involved diversion programs, including a bond supervision program, that emerge during the period encompassed by Parts I and II of the contracts between KUCR and Douglas County.

- (5) Cleaning and analysis of data identified in item 4b immediately above necessary to support provision of reports identified in item 6 immediately below
- (6) **Deliverables:** Provide one report six months following the commencement of enrollment in the mental health court and another final report one year following the commencement of enrollment in the mental health court. In addition, status updates to be provided quarterly from commencement of contract. Updates will include description of recent progress made (e.g., infrastructure and enrollment); reports will also summarize interim (six-month) and final (one-year) outcomes for program participants and suggestions for modifications and enhancements of the mental health court.

B. Crisis/restoration center planning, development, and process evaluation

- (1) Continued assistance (from the date of this proposal) in the planning and facilitation of community “town hall” meetings and/or County information/work group sessions where information on the planning and implementation of measures to address the use of incarceration in Douglas County and the use of alternatives to incarceration is discussed and/or disseminated.
- (2) Data identification to include characteristics of consumers referred by law enforcement (referral source, demographics, information from established screening and assessments [e.g., criminal risk, mental health and substance abuse]); services received (length of stay at the center and reason for discontinuation [e.g., AMA, release], behavioral health services scheduled/referred); outcomes (e.g., incarceration, hospitalization, crisis calls); and other data as identified by stakeholders.
- (3) Identify and establish (with the aid of county, jail, police and treatment program stakeholders) the electronic surveillance systems necessary to provide continuous monitoring and routine data collection on crisis center consumers referred by law enforcement.
- (4) Pilot test the electronic surveillance system with stakeholders and a sample of Bert Nash consumers to establish veracity of demographic, services and outcome data; enhance system to increase veracity.

(5) Cleaning and analysis of data identified in item 4 immediately above necessary to support provision of report identified in item 6 immediately below.

(6) **Deliverables:** Provide one report detailing the process and outcomes outlined in items 2-5. Deliverable date: September, 2017

C. Criminal justice coordinating council (CJCC) facilitation and consultation

(1) We will prepare for and facilitate the first two CJCC meetings.

(2) We will participate in the third meeting along with an outside facilitator. We will assist in generating meeting agenda and options along with the outside facilitator.

(3) We will serve as staff consultants from the date of this contract through September 30, 2017

a. One or both of us will attend all of the CJCC meetings and respond to inquiries and directives as appropriate (not to exceed 400 hours from the date of this proposal). **Deliverables:** May include (but not limited to) the provision of relevant research summaries, guidance on information gathering strategies, interpretation of local regional and national criminal justice data and trends, professional networking between the CJCC and pertinent regional and national entities (e.g., NIC, BJA).

b. While committed to diligent fulfillment of these deliverables, consultants recognize the possibility that the CJCC may impose multiple, simultaneous and/or onerous demands for these consultation services. As a result, consultants may request, at their discretion, additional support staff (e.g., doctoral students, outside consultants) to meet these demands. In such cases, this extra support will be paid for by Douglas County.

II. Reimbursables, Fees, and Payments for Services

A. It is understood that Douglas County does not pay indirect costs when entering similar contracts for services.

B. Fixed price agreement for services outlined above: \$65,692.00, including miscellaneous supplies, printing and software. The start date of this contract is August 1, 2016.

C. If travel is requested of consultants/evaluators, then associated airfare, accommodations and standard per diem to be paid by County.

D. If support staff or outside consultants are required to meet the deliverables identified in C(3)a, these support staff will be paid for by Douglas County

The cost of the services detailed in this proposal is \$65,692.00. This amount includes salaries, 35% fringe, and nominal expenses for supplies and local travel. We had originally proposed a budget of \$50,176 for Part II of the contract. The additional funding in this current proposal will be used to support our academic year salaries, so that we have additional time available to complete all of the data and analytic work required.

The formal contract, including a detailed budget, will be drawn up by the University's Center for Research (KUCR) and sent to you for your approval. In advance of that contract preparation, we request that you provide notice (emailed to mseverson@ku.edu) that Douglas County does not pay indirect costs on contracts.

Please contact me if you have any questions about this proposal and the attachment to it. Thank you again for inviting Dr. Matejkowski and me to work with Douglas County in this important process of justice planning.

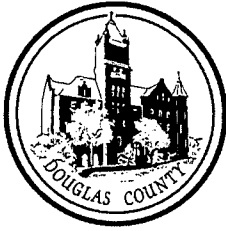
Margaret

PROPOSED BUDGET

Part 1: 08/01/16 to 09/30/17

SALARIES AND WAGES

Senior Personnel	P-Months	% time	Months	Rate	
Severson, M, Co-PI	1.80	20.000%	9.0	10,851	19,532
acad					
summer	0.60	20.000%	3	10,851	6,511
Matejkowski, J, PI					
acad	11.00	20.000%	9.0	7,646	13,763
summer	0.60	20.000%	3.00	7,646	4,588
name (enter on year 1), Co-I					
acad	-		9	-	-
summer	-		3	-	-
name (enter on year 1), Co-I					
acad	-		9	-	-
summer	-		3	-	-
name (enter on year 1), Co-I					
acad	-		9	-	-
summer	-		3	-	-
Senior Hourly Personnel					
calendar	Persons		Hours	Rate	
	0.00		0.0	-	-
Total senior personnel					44,394
Other Personnel	Persons	% time	Months	Rate	
Post Doctoral Associate					
calendar			12	-	-
Technician(s)					
calendar			12	-	-
Graduate Student(s)					
acad	-	50.00%	-	3,000	-
summer	-	50.00%	-	3,000	-
Undergraduate Student(s)	Persons		Hours	Rate	
calendar				-	-
Administrative Assistant	Persons	% time	Months	Rate	
calendar				-	-
Other personnel					
calendar				-	-
Total other personnel					-
Total salaries and wages					44,394
FRINGE BENEFITS					
35% faculty and staff					15,538
15% students (employed 76% or more)					-
7% students (employed 75% or less)					-
Total fringe benefits					15,538
Total salaries, wages & fringe benefits					59,932
EQUIPMENT					
1. Detail or None					-
2.					-
3.					-
Total equipment					-
TRAVEL					
(a) to East/West Coast for professional meeting	# Persons	Trips	Days	Amount	
	2	1	4		
Transportation (airfare)				500	1,000
Registration				350	700
Per diem				60	480
Lodging				160	1,280
Car rental				50	200
Total (a)					3,660
(b) regional travel	# Persons	Trips	Days	Amount	
Transportation (100 mi @ .56/mi)				56	-
Registration				350	-
Per diem				60	-
Lodging				160	-
Car rental				50	-
Total (b)					-
(c) to international meeting	# Persons	Trips	Days	Amount	
Transportation				1,000	-
Registration				350	-
Per diem				92	-
Lodging				160	-
Car rental				50	-
Total (c)					-
Total travel					3,660
PARTICIPANT SUPPORT COSTS					
Stipends					-
Travel					-
Subsistence					-
Other					-
0 Total Number of Participants					
Total Participant Support Costs					-
OTHER DIRECT COSTS					
Research materials & supplies					1,500
Publications (copying and distribution of research results)					-
Consultant Services					-
Computer Services					-
Subaward #1					-
Subaward #2					-
Subaward #3					-
Other:					
Tuition	Summer	Fall	Spring		
	2017	2016	2017		
1 GRA(s)	-	-	-		-
Other					-
Other					-
Communications (long distance, fax, postage)					600
Computer networking and maintenance costs					-
Total "Other"					-
Total Other Direct Costs					2,100
TOTAL DIRECT COSTS					65,692
BASE					65,692
INDIRECT COSTS - 50% excluding equipment, participant support, tuition and subs in excess of \$25k					-
TOTAL PROPOSED COSTS - YEAR 1					\$ 65,692



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 Browning, Director of Public Works/County Engineer *KB*
Doug Stephens, Operations Division Manager

DATE: June 15, 2016

RE: Treatment of Eurasian Water Milfoil at Lone Star Lake
Dg. Co. Project # 2016-54

As you recall, during the March 9, 2016 Board of Commission meeting a contract was awarded to Mountain Town Maintenance to treat Eurasian Water Milfoil (EWM) at Lone Star Lake with Sonar herbicide. We proceeded with the treatment on April 18–19 of this year and collected water samples on May 17 and May 31. The results of the second sample showed the fluridone level was less than anticipated. This is most likely due to heavy rains experienced on April 26–27 and May 26–27. In each of these events 3" – 5" of rain fell causing Lone Star Lake to rise quickly and overflow the spillway diluting the lake-wide concentration of fluridone. Although we have experienced very good results from our initial treatment, we recommend proceeding with the alternate "bump" treatment.

As part of the original bid, Mountain Town Maintenance submitted a bid of \$17,400 to complete this "bump" treatment. We received a Communities Fisheries Assistance Program (CFAP) grant to help pay for the herbicide treatment of EWM. This agreement stipulates the Kansas Department of Wildlife, Parks and Tourism (KDWP) will reimburse Douglas County for 57.1% of the total project cost up to a maximum contribution of \$40,000. Below is a breakdown of the expected costs.

	CFAP	Dg. Co.	Total
Initial Treatment	\$32,775.40	\$24,624.60	\$57,400.00
Bump Treatment	\$7,194.60	\$10,205.40	\$17,400.00
Total:			\$74,800.00

Adequate funds are available in the Park budget for this expense.

Action Required: Approve the addition of the alternate "bump" treatment of Eurasian Water Milfoil at Lone Star Lake at an additional cost of \$17,400.00 to the base contract previously awarded to Mountain Town Maintenance, Inc.

OFFICE OF



THE SHERIFF

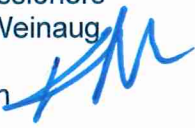
Jim Martin, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

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

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern 

Date: June 16, 2016

Subject: Consider Recommendation to Renew Mental Health Services Contract

The Douglas County Sheriff's Office is requesting permission to renew its mental health services contract for the correctional facility. This contract is currently with Bert Nash. The only change for this renewal includes the additions of an advanced practice registered nurse and a psychiatrist. These additions lead to an overall contract cost increase of \$22,000.08 annually. This increase is offset by the termination of our separate contract with Dr. Keith Pattison, our current psychiatrist. The overall amount of funding for mental health services has been approved for the 2016 budget.

I recommend that the Board of County Commissioners approve this request to renew our current mental health services contract. I will be available to answer any questions.

AGREEMENT

This Agreement is entered into effective the 1st day of January 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS through the DOUGLAS COUNTY SHERIFF'S OFFICE (hereinafter referred to as "**Sheriff**") and BERT NASH COMMUNITY MENTAL HEALTH CENTER, INC., a Kansas not-for-profit corporation (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, Sheriff operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates require adequate mental health care; and

WHEREAS, Sheriff desires to contract with and pay Provider to provide adequate mental health care to inmates within the applicable standard of care (hereinafter the "**Services**"), and Provider agrees to provide such Services on the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. Engagement of Provider. Sheriff hereby engages Provider to provide the Services to inmates at the Facility, and Provider agrees to provide such Services. Sheriff shall provide medical exam space, together with basic supplies and equipment as needed for Provider to provide the Services.

2. Services Provided. The Services shall include:

A. Provide adequate mental health care services to inmates in the Facility by adequate staff, including licensed and qualified therapists and other persons using that degree of learning, knowledge and skill ordinarily possessed and used by members of that profession and of that school of medicine in which the nurse or other person practices and under like circumstances and at the time of the treatment, diagnosis and services. In the application of this learning, knowledge and skill the nurse and other persons shall also use reasonable and ordinary care and diligence.

B. Objectively and systematically monitor and evaluate the quality and appropriateness of patient care to improve the system of ready access to adequate mental health care and resolve identified problems.

C. Report to the Sheriff, at least quarterly, concerning the mental health care delivery system and mental health environment and administrative procedural issues in order to better provide a system of ready access to adequate mental health care. Also, provide an annual statistical summary report.

3. Hours of Services. Provider believes the following shall generally constitute adequate staffing for the Services.

A. Provide a qualified Advance Practice Registered Nurse (APRN) to come on-site to provide four (4) hours per week of psychiatric medication evaluations,

psychiatric medication follow up appointments to inmates of the Facility and consultation to Facility staff and on site Bert Nash Center Staff regarding psychiatric medications for inmates. The Bert Nash Center will provide specialized supervision to the APRN by contracting one hour per week with a psychiatrist with substantial experience and expertise in providing medication services to an inmate population.

B. Provide a qualified, experienced Master-prepared therapist to come on-site, Monday - Friday (excluding holidays) at the Facility not to exceed fifteen (15) hours per week to render evaluation, brief psychotherapy, and to make oral followed up by written recommendations to Facility staff regarding needs for psychiatric medication evaluations and/or suicide watch precautions.

C. Provide twenty-five (25) hours per week of Bachelor-level case management services to be on-site providing groups, referrals and access coordination to community resources such as housing and medical care to meet other social-medical needs of inmates.

D. Provide Monday - Friday, a review of inmates incarcerated the previous day and facilitate notification to the Facility nursing personnel or the Facility psychiatrist regarding any medications the inmate is currently being prescribed by a Provider psychiatrist to provide continuity of treatment.

E. Provide Bert Nash Access Center/After-hours Screeners support, on a "24/7" basis, to offer emergency phone consultation to Sheriff's staff at no charge to consult on inmate situations and also provide emergency on-site consultation within one to three hours to assist Facility staff in determining the appropriate disposition of an inmate who is in acute crisis such as making recommendations for psychiatric medication evaluation or suicide or safety cell watch precautions.

4. Licensure. All persons providing Services under this Agreement shall be appropriately licensed by the applicable board of the State of Kansas. Upon the request of Sheriff, persons shall furnish Sheriff with proof of appropriate licensure for all persons who provide any of the Services.

5. Compensation. As compensation for providing the Services, Sheriff shall pay Provider as follows:

Bert Nash Access Center Phone Consultation Support	No charge
On site psychiatric medication evaluations, psychiatric medication follow up and consultation for staff	5 hours per week of APRN services which includes one hour of supervision per week. One hour per week of expert psychiatrist to provide supervision to APRN per week billed in equal monthly

	installments of \$1,833.34, totaling \$22,000.08 for the year.
On-Site Evaluation and Treatment Services with a Masters-level therapist and a Bachelors-level Case Manager	15 hours per week Master-level and 25 hours per week Bachelors-level billed in equal monthly installments of \$6,258.00, totaling \$75,096.00 for the year
"24/7" on-site emergency evaluation services	\$150 per evaluation
Court testimony	\$100 per hour
Aftercare Reentry Group Sessions	\$85/hour or \$1,360 per 16 weekly one-hour sessions.
AIMS	(See para. 6 below)

Sheriff shall have no obligation to pay any additional compensation for wages, employee benefits, on-call time, overtime, taxes, insurance premiums, travel, education, or any other costs that Provider incurs in connection with this Agreement. Additional compensation shall only be payable as described in Paragraph 6.

6. AIMS Case Manager. As a Service in addition to those set forth in Paragraph 2, Provider agrees to provide an Access Intervene Mobilize Success (AIMS) Case Manager. Sheriff agrees to pay Provider for 40 hours per week billed in equal monthly installments as incurred, not to exceed: \$3,450.00 per month or \$41,400.00 per year. In addition, Sheriff will pay in reimbursement of not to exceed \$1,500 for training for the AIMS Case Manager; provided, however, that the Sheriff's Office requests and approves the training in advance, and reimbursement includes registration, mileage, meals, and lodging (in accordance with Douglas County travel policy), and will be paid to Provider after the training is complete and Provider submits receipts documenting the expenses. The payment for AIMS Case Manager shall be in addition to the base compensation set forth in Paragraph 5. AIMS Case Manager provided pursuant to this Paragraph shall be considered a Service as defined in this Agreement.

7. Invoices. Sheriff shall pay Provider for Services provided in accordance with Paragraph 3 within 30 calendar days of receipt of an invoice from Provider. Sheriff shall contact Provider accounts receivable staff about questions regarding any invoice.

8. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Provider shall be an independent contractor of Sheriff and no person with which Provider contracts or hires to provide the Services shall, under any circumstance, be considered an employee of Sheriff. Provider shall be solely responsible for the means, manner, and method of providing the Services. Provider shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it

contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement.

9. Term, Default, and Termination.

A. This Agreement shall commence effective July 1, 2016 and terminate on December 31, 2016. Sheriff, however, shall have the option to renew this Agreement for up to four (4) one year terms, with each renewal being for an additional one year term; provided, however, that Sheriff agrees to exercise such option by notice to Provider at least 60 days prior to the date that this Agreement would otherwise terminate. Sheriff's extension of this Agreement one or more times shall not require that Sheriff exercise its option to extend for any other terms. Fees for subsequent months of this Agreement may be changed consistent with changes in Provider's costs of providing the Services and if Provider desires to increase its fees and charges, such changes shall be documented and delivered to Sheriff on or before April 1 to become effective January 1 of the following year (necessary so the Sheriff can establish its budget for the following calendar year during the summer of the current year).

B. In the event Provider fails to provide the Services in compliance with this Agreement and any such default is not cured within 20 days after Sheriff has provided Provider with notice of such default, Sheriff shall have the option to terminate this Agreement, with the effective date of such termination being 60 days after the expiration of the cure period or such earlier or later date as the Sheriff may inform Provider within 10 days of the expiration of the cure period.

C. Notwithstanding Paragraph B, in the event that Provider fails to provide personnel at the Facility on the days and during the times required in this Agreement, and such failure is the result of Provider's unexpected loss of personnel that Provider used to staff the Facility, and such default is not cured within thirty (30) days after Sheriff has provided Provider with notice of such default, Sheriff shall have the option to terminate this Agreement, with the effective date of such termination being sixty (60) days after the date of that Sheriff provided the notice of default. The Douglas County Sheriff, however, in his/her sole discretion, shall have the option to extend the thirty (30) day cure period if he/she believes it likely that Provider will promptly solve its personnel shortage.

D. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Provider does not provide personnel as required in this Agreement, Sheriff shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to Provider such that Sheriff does not pay for Services and time not supplied.

10. Insurance.

A. During the term of this Agreement, Provider shall furnish and keep in force and effect workers' compensation insurance in accordance with statutory requirements of the State of Kansas, which insurance shall cover all applicable persons who provide any Services under this Agreement.

B. During the term of this Agreement, Provider shall furnish and keep in force professional liability insurance insuring Provider and its entire staff who provide any Services under this Agreement. Provider shall ensure that any other person with whom Provider associates to provide any Services shall also have professional liability insurance in force at such time that the Services are provided.

C. All insurance required under this Agreement shall be issued by insurance companies authorized to issue such insurance policies in the State of Kansas. From time to time, upon request of Sheriff, Provider shall provide Sheriff with Certificates of Insurance showing that all insurance required under this Agreement is in force.

11. Kansas Act Against Discrimination. As required by K.S.A. 44-1030 for companies contracting with public agencies, Provider agrees as follows:

A. Provider shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person on the performance of the work under the present contract because of race, religion, color, sex, national origin or ancestry.

B. In all solicitations or advertisements for employees, the Provider shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Provider fails to comply with the manner in which Provider reports to the Kansas Human Rights Commission, in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Provider shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Sheriff.

D. If Provider is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Provider shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Sheriff.

E. Provider shall include the provisions of this Paragraph in any subcontract entered into pursuant to this Agreement so that the provisions will be binding upon such subcontractor.

12. Annual Screening. The Kansas Criminal Justice Information System ("KCJIS") guidelines require employees, contract workers, and volunteers of all criminal justice agencies to have a screening for criminal history or activity. Provider acknowledges that Sheriff will perform an annual screening of the persons Provider identifies (or as otherwise identified by Sheriff) who will provide the Services in accordance with the KCJIS guidelines and Sheriff's policy, as amended from time to time, and agrees to assist in facilitating such screenings. If any screening reveals a criminal history or activity by any Provider employee who provides any of the Services, the Sheriff will notify Provider. Provider shall be responsible for follow-up with the employee in consultation with Sheriff regarding KCJIS guidelines and Sheriff Policy, as amended from time to time, but it is possible that the person may be barred from providing Services at the Facility.

13. HIPAA. Sheriff and Provider agree as to any records containing "protected health information" (as defined in the Health Insurance Portability and Accountability Act of 1996) (the "Act") to the extent the Act is applicable:

A. to implement and use appropriate safeguards to prevent the use and disclosure of protected health information for purposes except as permitted by this Agreement or the Act;

B. to not use or disclose protected health information that would violate the regulations promulgated pursuant to the Act;

14. Miscellaneous. This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. Notwithstanding the previous sentence, the Douglas County Sheriff or its designee is hereby authorized to renew this Agreement in writing in accordance with Paragraph 9. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or rights in third parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

SHERIFF:

Board of County Commissioners of Douglas
County, Kansas

ATTEST:

By: _____
Jim Flory, Chair

Jameson D. Shew, County Clerk

Douglas County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

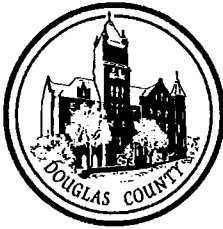
PROVIDER:

Bert Nash Community Mental Health Center, Inc.

By: _____

Printed Name: _____

Title: _____



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

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

Date : June 15, 2016

Re : Consent Agenda authorization to purchase precast concrete culvert
Project No. 2017-54; Structure No. 19.91N-01.00E

The referenced culvert is on E 100 Road approximately 1.1 miles north of US-40 highway. The existing culvert is a 11.5'-span x 8'-high x 18'-long culvert comprised of a concrete slab on masonry abutments. The culvert needs replacing due to narrow roadway width, poor roadway alignment, and structural deterioration.

At this location, we plan to construct a 12'-span x 9'-high x 26'-long pre-cast reinforced concrete box (RCB) culvert. The RCB flowline will be buried one foot below stream flowline, resulting in an 8'-high opening. The new culvert's length will allow for a future 24'-wide roadway. This department's bridge crew will construct the project, which is currently planned for fall 2016.

Below are the price quotes we received for supply of the box structure. We recommend that Forterra be awarded the supply contract, although their price quote is \$220 higher than the low quote from Pretech. Forterra (formerly Cretex) has completed several successful projects with Douglas County. We recently awarded one contract to Pretech, and have encountered several complications during ongoing review of the shop drawings.

1991-0100	Structure Type	
Manufacturer	RCB	3-Sided Bridge
Forterra	\$ 34,590.00	\$ 36,412.00
Oldcastle	\$ 45,875.20	-
Pretech	\$ 34,370.00	-

The CIP includes \$150,000 for this project. In addition, the US Fish & Wildlife Service has pledged \$70,000 towards this project through its program to facilitate fish passage. The federal funds have been shifted to this project from Project No. 2014-65 (Culvert No. 20.46N-16.00E) due to our inability to reach agreement with a property owner on that project.

Action Required: Consent Agenda authorization for the Public Works Director to approve purchase of a 12'-span x 9'-high x 26'-long precast RCB culvert from Forterra at a cost of \$34,590.00 for Project No. 2017-54, replacement of Structure No. 19.91N-01.00E

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS REGARDING SIZE AND PLACEMENT OF
POLITICAL SIGNS**

WHEREAS, K.S.A. section 25-2711 states that no city or county may prohibit the placement of or the number of political signs on private property or the unpaved right-of-way for city streets or county roads on private property during the 45-day period prior to any election and the two-day period following any such election; and

WHEREAS, K.S.A. section 25-2711 further provides that cities and counties may regulate the size and a set-back distance for the placement of signs so as not to impede sight lines or sight distances for safety reasons; and

WHEREAS, it is the responsibility of the Douglas County Public Works Department and the nine political townships to maintain County roads, drains, ditches and rights-of-way for public safety; and

WHEREAS, the Public Works Department has determined the appropriate limits on size and set-back distances for political signs as necessary in order to maintain public safety,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE AS FOLLOWS:

1. Private signage of any type or size that is placed within any public right-of-way within unincorporated portions of Douglas County may be removed and disposed of by Public Works or township road maintenance staff without notice to the owner in accordance with K.S.A. 68-545, except during an Election Period.
2. For purposes of this Resolution, the term "Election Period" means any period beginning 45 days before and ending 2 days after an election that has been scheduled by the Douglas County Clerk, in accordance with K.S.A. 25-2711.
3. This policy applies to all roads and public rights-of-way maintained by Douglas County or any of the nine political townships in the unincorporated area of Douglas County.
4. Sight lines for public road intersections must be maintained so that drivers entering intersections can be aware of each other and make safe operating decisions. Sight line protection is also required to allow drivers entering onto the roadway from private drives to see in both directions before proceeding onto the roadway.
5. Accordingly, for purposes of this policy, Douglas County establishes "Safety Zones," defined as follows: (a) the entire width of the public road right-of-way extending 300 feet in each direction from the edge of the paved or graveled surface of any intersecting public road; and (b) at all other locations, the area from the edge of the paved or graveled surface of the road extending 20 feet into the public right-of-way adjacent to the road. No political signs may be placed in a "Safety Zone" as defined by this Resolution.
6. Political signs placed on public road rights-of-way are further subject to the following size limitations: (a) the sign face may not exceed 12 square feet; and (b) the installed height at the top or highest point of the sign may not exceed 42 inches above the ground.

7. During an Election Period, political signs may be placed on private property in accordance with K.S.A. 25-2711, notwithstanding any provisions of the Douglas County Code to the contrary, provided they are not placed in a Safety Zone and do not violate the Douglas County Building Code.

8. The Public Works Department will enforce the terms of this Resolution, including in the following ways: (a) any signs placed inside a Safety Zone may be removed, relocated, or disposed of, without notice to the owner of the sign; (b) any signs exceeding the size or height limitations of this Resolution may be removed, relocated, or disposed of, without notice to the owner; (c) except as expressly provided to the contrary in this Resolution, the County's existing regulations governing signage will continue to apply, which may result in removal, relocation or disposal of signs placed in the public right-of-way, including political signs, with or without notice to the owner; (d) at any time, including during an Election Period, signs that are otherwise compliant with this Resolution may be removed, relocated, or disposed of, without notice to the owner, to the extent necessary to protect sight lines and sight distances for public safety; and (e) signs that are otherwise compliant with this Resolution may be temporarily removed and replaced and/or relocated by Douglas County Public Works or township road maintenance staff as necessary to maintain road rights-of-way.

ADOPTED the ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

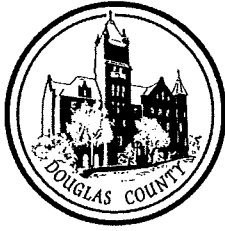
James E. Flory, Chair

ATTEST:

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Nancy Thellman, Member



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : June 17, 2016

Re : Consider resolution establishing policy for placement of political signs in road rights-of-way

In 2015, a state law was passed that allows the placement of political campaign signs in public road rights-of-way during a period beginning 45 days before an election and ending two days after the election. The statute (K.S.A. 25-2711) also allows the regulation of sign placement so as to not impede sight lines for safety reasons.

The attached resolution establishes policy for maximum size and height of signs as well as acceptable locations on road rights-of-way for the safe placement of signs during the election period. The resolution also authorizes this department to enforce the terms of the resolution.

Action Required: Consider approving the attached resolution establishing policy for the placement of political signs in county road rights-of-way.

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS REGARDING SIZE AND PLACEMENT OF
POLITICAL SIGNS**

WHEREAS, K.S.A. section 25-2711 states that no city or county may prohibit the placement of or the number of political signs on private property or the unpaved right-of-way for city streets or county roads on private property during the 45-day period prior to any election and the two-day period following any such election; and

WHEREAS, K.S.A. section 25-2711 further provides that cities and counties may regulate the size and a set-back distance for the placement of signs so as not to impede sight lines or sight distances for safety reasons; and

WHEREAS, it is the responsibility of the Douglas County Public Works Department and the nine political townships to maintain County roads, drains, ditches and rights-of-way for public safety; and

WHEREAS, the Public Works Department has determined the appropriate limits on size and set-back distances for political signs as necessary in order to maintain public safety,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE AS FOLLOWS:

1. Private signage of any type or size that is placed within any public right-of-way within unincorporated portions of Douglas County may be removed and disposed of by Public Works or township road maintenance staff without notice to the owner in accordance with K.S.A. 68-545, except during an Election Period.
2. For purposes of this Resolution, the term "Election Period" means any period beginning 45 days before and ending 2 days after an election that has been scheduled by the Douglas County Clerk, in accordance with K.S.A. 25-2711.
3. This policy applies to all roads and public rights-of-way maintained by Douglas County or any of the nine political townships in the unincorporated area of Douglas County.
4. Sight lines for public road intersections must be maintained so that drivers entering intersections can be aware of each other and make safe operating decisions. Sight line protection is also required to allow drivers entering onto the roadway from private drives to see in both directions before proceeding onto the roadway.
5. Accordingly, for purposes of this policy, Douglas County establishes "Safety Zones," defined as follows: (a) the entire width of the public road right-of-way extending 300 feet in each direction from the edge of the paved or graveled surface of any intersecting public road; and (b) at all other locations, the area from the edge of the paved or graveled surface of the road extending 20 feet into the public right-of-way adjacent to the road. No political signs may be placed in a "Safety Zone" as defined by this Resolution.
6. Political signs placed on public road rights-of-way are further subject to the following size limitations: (a) the sign face may not exceed 12 square feet; and (b) the installed height at the top or highest point of the sign may not exceed 42 inches above the ground.

7. During an Election Period, political signs may be placed on private property in accordance with K.S.A. 25-2711, notwithstanding any provisions of the Douglas County Code to the contrary, provided they are not placed in a Safety Zone and do not violate the Douglas County Building Code.

8. The Public Works Department will enforce the terms of this Resolution, including in the following ways: (a) any signs placed inside a Safety Zone may be removed, relocated, or disposed of, without notice to the owner of the sign; (b) any signs exceeding the size or height limitations of this Resolution may be removed, relocated, or disposed of, without notice to the owner; (c) except as expressly provided to the contrary in this Resolution, the County's existing regulations governing signage will continue to apply, which may result in removal, relocation or disposal of signs placed in the public right-of-way, including political signs, with or without notice to the owner; (d) at any time, including during an Election Period, signs that are otherwise compliant with this Resolution may be removed, relocated, or disposed of, without notice to the owner, to the extent necessary to protect sight lines and sight distances for public safety; and (e) signs that are otherwise compliant with this Resolution may be temporarily removed and replaced and/or relocated by Douglas County Public Works or township road maintenance staff as necessary to maintain road rights-of-way.

ADOPTED the ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

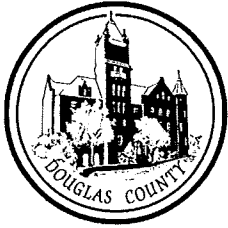
James E. Flory, Chair

ATTEST:

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Nancy Thellman, Member



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Longevity Program and Veteran's Day Holiday proposal

DATE: June 17, 2016

Earlier this year, the Commission asked staff to review the creation of a Longevity program and develop cost proposals for adding Veteran's Day as a County Holiday.

Creation of Longevity Program

When the payout for excess vacation leave was eliminated, the County Commission discussed the creation of a Longevity program. In 2014, Excess Vacation Payouts had an expense of \$102,601.

Initially, the Longevity program was designed by Administrative Services and Payroll to not compensate employees for the first 5 years of service and the cost estimates shown to the Commission were based on that assumption. The cost estimate for the first year of that program with a \$75 award per employee per employee was \$177,225. Those original estimates are attached.

In March of 2016, the Commission asked to staff to revise the program to consider compensating employees for the first five years of service, but not making the payment until after the fifth year has been achieved. Those revised cost estimates are attached.

The other parameters for the Longevity Program are below:

- Longevity awarded for all employees with an FTE 0.50 or higher
 - There shall be no proration in dollars received based on FTE value
- No cap on dollar amount received by the employee
- Employee will have 60 months of continuous service as of the end of the last full pay period in October each year.
 - In cases of employees that have left the County and returned, the most recent hire date will be utilized in the determination of eligibility and resulting payment.
- Payment will be included the employee's first check in November each year. 11/10/2016 will be the first payment.

Add Veteran's Day as a County Holiday

Based on the 2016 Memorial Day holiday, the overtime expenses, including employer costs and fringes, is \$45,650, plus 385.5 hours of personal leave at the hourly rate of the employee at the time they take the leave.

Proposed Motion: Direct staff to modify the proposal for the Longevity Program and include funding in the 2017 Budget and/or to include Veteran's Day as a County Holiday for 2017 and include funding in the 2017 Budget.

Table 1: Cost Estimates for a Longevity-based Award Program
- ORIGINAL STAFF ESTIMATES presented 9-16-15

	Modification - Similar to City of Lawrence Plan - \$40 per year, after 5 years	Modification - \$75 per year starting year one	Modification - \$75 per year, starting after 5 years
Dept	JJLongafter5YOS	JJ75LongFromHire	JJ75LongFromYr5
Administration			
Total	\$ 880.00	\$ 2,850.00	\$ 1,650.00
Administrative Services			
Total	\$ 3,120.00	\$ 7,725.00	\$ 5,850.00
Appraiser			
Total	\$ 3,200.00	\$ 9,375.00	\$ 6,000.00
County Clerk			
Total	\$ 880.00	\$ 4,275.00	\$ 1,650.00
District Attorney			
Total	\$ 3,760.00	\$ 15,450.00	\$ 7,050.00
Emergency Comm Center			
Total	\$ 4,840.00	\$ 16,050.00	\$ 9,075.00
Emergency Management			
Total	\$ 720.00	\$ 2,250.00	\$ 1,350.00
Geographical Info Systems			
Total	\$ -	\$ 450.00	\$ -
Information Technology			
Total	\$ 4,760.00	\$ 13,050.00	\$ 8,925.00
Maintenance			
Total	\$ 3,000.00	\$ 9,225.00	\$ 5,625.00
Public Works			
Total	\$ 16,640.00	\$ 48,075.00	\$ 31,200.00
Register Of Deeds			
Total	\$ 1,680.00	\$ 4,650.00	\$ 3,150.00
Sheriff			
Total	\$ 36,560.00	\$ 109,725.00	\$ 68,550.00
Treasurer			
Total	\$ 5,240.00	\$ 15,600.00	\$ 9,825.00
Youth Services			
Total	\$ 6,680.00	\$ 21,900.00	\$ 12,525.00
Zoning & Building Codes			
Total	\$ 2,560.00	\$ 6,300.00	\$ 4,800.00
Grand Total	\$ 94,520.00	\$ 286,950.00	\$ 177,225.00

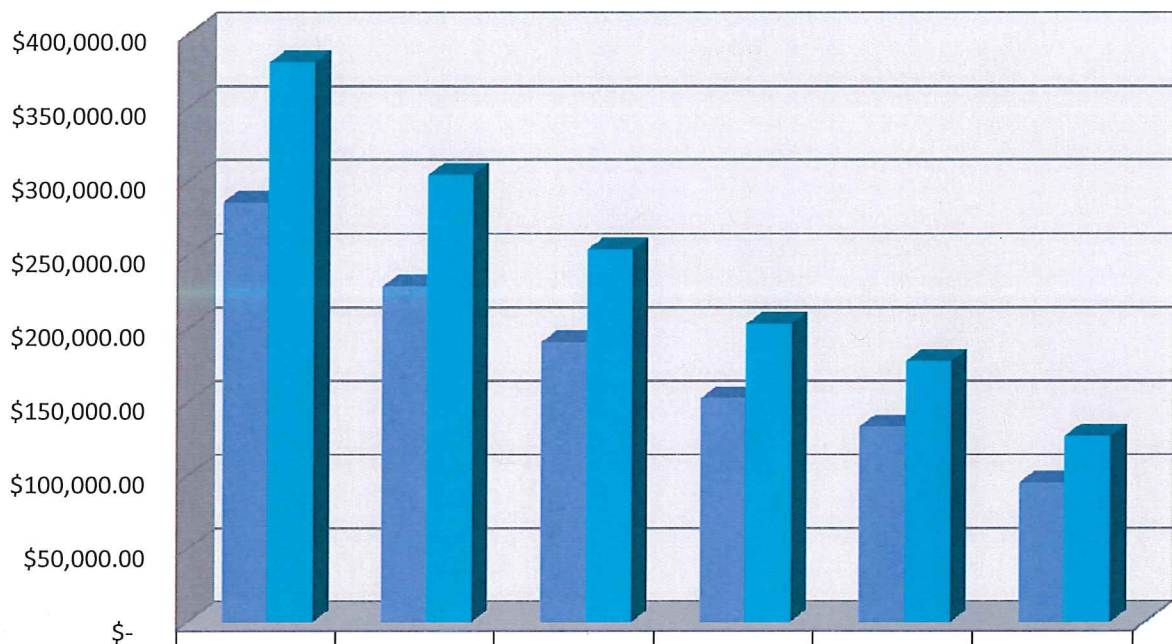
Table 2: Revised Longevity Program Estimates with payment for each year of service (but holding payment until the 5th year)

Dept	\$75/yr Award	\$60/yr Award	\$50/yr Award	\$40/yr Award	\$35/yr Award	\$25/yr Award
Administration Total	\$ 3,000.00	\$ 2,400.00	\$ 2,000.00	\$ 1,600.00	\$ 1,400.00	\$ 1,000.00
Administrative Services Total	\$ 5,550.00	\$ 4,440.00	\$ 3,700.00	\$ 2,960.00	\$ 2,590.00	\$ 1,850.00
Appraiser Total	\$ 10,050.00	\$ 8,040.00	\$ 6,700.00	\$ 5,360.00	\$ 4,690.00	\$ 3,350.00
County Clerk Total	\$ 4,275.00	\$ 3,420.00	\$ 2,850.00	\$ 2,280.00	\$ 1,995.00	\$ 1,425.00
District Attorney Total	\$ 15,825.00	\$ 12,660.00	\$ 10,550.00	\$ 8,440.00	\$ 7,385.00	\$ 5,275.00
Emergency Comm Center Total	\$ 15,600.00	\$ 12,480.00	\$ 10,400.00	\$ 8,320.00	\$ 7,280.00	\$ 5,200.00
Emergency Management Total	\$ 2,250.00	\$ 1,800.00	\$ 1,500.00	\$ 1,200.00	\$ 1,050.00	\$ 750.00
Geographical Info Systems Total	\$ 375.00	\$ 300.00	\$ 250.00	\$ 200.00	\$ 175.00	\$ 125.00
Information Technology Total	\$ 12,825.00	\$ 10,260.00	\$ 8,550.00	\$ 6,840.00	\$ 5,985.00	\$ 4,275.00
Maintenance Total	\$ 9,675.00	\$ 7,740.00	\$ 6,450.00	\$ 5,160.00	\$ 4,515.00	\$ 3,225.00
Public Works Total	\$ 47,325.00	\$ 37,860.00	\$ 31,550.00	\$ 25,240.00	\$ 22,085.00	\$ 15,775.00
Register Of Deeds Total	\$ 4,500.00	\$ 3,600.00	\$ 3,000.00	\$ 2,400.00	\$ 2,100.00	\$ 1,500.00
Sheriff Total	\$ 108,975.00	\$ 87,180.00	\$ 72,650.00	\$ 58,120.00	\$ 50,855.00	\$ 36,325.00
Treasurer Total	\$ 15,675.00	\$ 12,540.00	\$ 10,450.00	\$ 8,360.00	\$ 7,315.00	\$ 5,225.00
Youth Services Total	\$ 22,800.00	\$ 18,240.00	\$ 15,200.00	\$ 12,160.00	\$ 10,640.00	\$ 7,600.00
Zoning & Building Codes Total	\$ 6,600.00	\$ 5,280.00	\$ 4,400.00	\$ 3,520.00	\$ 3,080.00	\$ 2,200.00
Grand Total	\$ 285,300.00	\$ 228,240.00	\$ 190,200.00	\$ 152,160.00	\$ 133,140.00	\$ 95,100.00

As requested by the BOCC staff has prepared the following cost estimates. The cost is based on the following parameters:

- Employees that are 0.50 FTE or greater will receive the award.
- Employees will not receive the award until they have passed 5 years of service based on the annual reset date. Due to the proposal of the first payout being the 11/10/2016 paycheck, we have calculated years of services achieved as of 10/22/2016
- To reiterate, an employee with 20 years of service will be paid 20 times the Award Amount. An employee with 4 years of service will not receive an award. An employee with 6 years of service will receive 6 times the Award Amount.

Longevity Award Estimate



	Award \$75/yr	Award \$60/yr	Award \$50/yr	Award \$40/yr	Award \$35/yr	Award \$25/yr
2016 Estimated Cost	\$285,300.00	\$228,240.00	\$190,200.00	\$152,160.00	\$133,140.00	\$95,100.00
2019 Estimated Cost	\$380,025.00	\$304,020.00	\$253,350.00	\$202,680.00	\$177,345.00	\$126,675.00

Memorandum

City of Lawrence

Planning and Development Services

TO: Douglas County Board of County Commissioners
CC: Craig Weinaug, County Administrator
FROM: Sandy Day, Planner
Eileen Horn, Sustainability Coordinator
John Bullock, County Counselor
DATE: June 15, 2016
RE: TA-115-00571, Wind Energy Conversion System, County Zoning Regulations

Background

The County Commission received and considered the above referenced text amendment at their meeting on Wednesday April 6, 2016. The commission directed staff to provide additional information on the following topics.

1. Providing additional detail for the review and permitting of Small Wind Energy Conversions Systems (SWECS).
2. Expanding the notice boundary to one (1) mile and providing property owners with the ability file a protest petition per Section 12-324-4 of the County Zoning Regulations.
3. Provision of Payments in Lieu of Taxes (PILOTs).

Additional Response

1. Review and permitting of Small Wind Energy Conversion Systems (Less than 50kW).

These systems are intended for the single residential or business user for consumption on site and not for the transfer or sale of energy to a third party. These uses could be considered permitted today similar to other accessory structures. The Proposed text amendment provides clarity regarding the specific use and provides limitations on what can be considered for "individual consumption."

A building permit would be required prior to the construction of a SWECS. An applicant would be required to provide manufacturer's specifications for a foundation as well as for the structure. County staff typically reviews applications within 7-10 days. County inspections would assure that the installation/construction of the structure would be compliant with the manufacturer's specifications and with Chapter 13 of the Douglas County Codes.

Permits are tracked in the County's building permit database. Monthly reports could be provided to the County Commission summarizing the permits issued, location, height or other tracking information desirable for the Commission's consideration. A separate text

amendment is not required related to building permits or the tracking or reporting of these systems.

2. Expanded notice boundary with ability to protest.

The county cannot “opt out” of the 1,000 protest petition requirements set out in state statute. The Commission does have the authority to create a larger notice boundary and to provide that notice boundary with a method to execute or submit a protest petition similar to the current requirements set out in Section 12-324-3.

Current state statute and local regulations allow for a protest petition to be executed by owners of record within 1000 feet of an application for rezoning and for a Conditional Use Permit. When a protest petition is determined to be valid, having met the requirements of Section 12-324-4 for timeliness, ownership, and area of 20% or more of any real property within the notice boundary the County Commission shall only pass a resolution adopting a zoning amendment or Conditional Use Permit by a vote of $\frac{3}{4}$ of all of the members of the Board of County Commissioners. In the case of Douglas County, this requires a unanimous vote of the three commissioners.

The text amendment, as proposed, extends the notice boundary but does not affect or modify the protest requirements set out in Section 12-324-3 and 12-324-4. If the Commission chooses to modify the proposed text amendment to create a second larger notice area AND provide that area with an option to formally protest the application and thus require a super majority vote by the Commission to approve such a request there would be the possibility of two separate protest petitions, either of which could result in a requirement for a supermajority vote by the Commission to approve the application.

The Commission should be advised that as the area increases in size the threshold to meet a 20% standard becomes increasingly difficult to meet. See sample protest petition assessment.

3. Payments in Lieu of taxes

Effective July 1, 2015, the Kansas Legislature made several changes to the treatment of property used to generate electricity utilizing renewable energy resources such as wind and solar. Prior to 2015, all wind energy projects in the state could qualify for a lifetime tax exemption. As a result, many Kansas communities successfully negotiated payments in lieu of taxes (PILOTs) with wind developers. (see examples linked below)

As a result of this legislation, applications for wind energy projects filed after January 1, 2017 are now only eligible for a 10 year tax exemption. As this is a new law, we do not know its impact on a county’s ability to negotiate PILOTs.

Here are some examples of past PILOTs negotiated by other communities (pre-2015):

- Ironwood wind farm – Spearville, KS (Ford County):
<http://www.fordcounty.net/comm/agenda/10172011/PILOT.pdf>
- Buffalo Dunes Wind Project (Finney County):
<http://www.finneycounty.org/AgendaCenter/ViewFile/Item/8?fileID=3>

- Caney River Wind Project (Elk County):
<http://152.87.4.98/environment/reports/caney/Appendix%20B%20-%20PILOT%20Agreement.pdf>
Project with specific language that prohibits the Counties from enacting any zoning regulations or standards during construction or operation of the turbines.

Summary

Based on additional follow up the proposed text amendment has been modified from the version considered in April 2016. New or revised language is identified with **colored text** in the attached document.

Staff Recommendation

Planning and Sustainability staff recommend adoption of the revised text amendment as proposed.

PLANNING COMMISSION REPORT
Regular Agenda -- Public Hearing Item

PC Staff Report
3/21/16

**ITEM NO. 8 TEXT AMENDMENT TO ZONING REGULATIONS; WIND ENERGY
CONVERSION SYSTEMS (SLD)**

TA-15-00571: Consider a Text Amendment to the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add Wind Energy Conversion Systems. *Initiated by County Commission on 10/21/15.*

RECOMMENDATION: Staff recommends that the Planning Commission forward the proposed amendment, TA-15-00571, amending Sections 303, 319 and 321 of Chapter 12, Douglas County Zoning Regulations to establish *Wind Energy Conversion Systems* as a Conditional use with associated standards to the County Commission with a recommendation for approval.

Reason for Request: The County Commission initiated a text amendment at their October 21, 2015 meeting to add *Wind Energy Conversion Systems* to the Development County Zoning Regulations.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- Michael Almon, resident, expressed interest in topic.

ATTACHMENTS

Attachment A – Draft Language

BACKGROUND

In November of 2013, NextEra Energy, a renewable energy development company, submitted an application for a Conditional Use Permit (CUP) to install meteorological towers for wind speed measurements at two locations in southeastern Douglas County. Given the current lack of zoning regulations for large commercial wind development and questions raised by residents in that portion of the County, the Commission decided in December of 2013 to establish a temporary moratorium on Large Wind Energy Conversion Systems (Home Rule Resolution 13-12-5). In February of 2014, the County Commission held a study session on wind energy development and heard from the developers, staff, and regional experts.

Since that initial discussion in early 2014, the Commission has voted several times to extend the temporary moratorium on wind energy conversion systems. The moratorium will expire on July 31, 2015 (HR 15-12-5).

Also since that initial discussion, the applicant (NextEra) did not complete the required CUP process thus their application expired. In June of 2015, Jim Sherman (then Director of Zoning and Codes) discovered a meteorological tower close to N 400 and E 1000 that had been installed without a permit. He contacted NextEra and they subsequently removed the meteorological tower. In conversations with NextEra since then, they have indicated to the County Administrator that they do still intend to explore a potential wind energy project in Douglas County, but that their timeline for doing so has been extended.

The County Zoning Regulations do not specifically address *Wind Energy Conversion Systems*. This text amendment includes a two tiered system for the regulation of wind towers/turbines. This system would include applications for small personal wind turbines for residential or small commercial use separate from large commercial wind farms.

- Small wind turbines for personal or small commercial use could be handled through the building permit process, with design standards developed specifically for these technologies to address potential impacts to neighboring properties – setback, height, appearance, etc.
- Large commercial wind farm projects could be considered through the existing Conditional Use Permit (CUP) process upon revising the code to accommodate wind towers as a permitted use with potential use standards and/or application requirements. The CUP process could be utilized to address issues associated with wind energy projects such as visual impact, noise, soil erosion, water quality, cultural heritage, infrastructure, etc.

OVERVIEW OF PROPOSED AMENDMENT

The following is a listing of the proposed code sections to be changed:

1. Section 12-303 Definitions.
2. Section 12-319 Supplemental Use Regulations
3. Section 12-321 Supplemental Height, Area & Bulk Requirements

This draft was prepared with input from County Counsel, the Director of Zoning & Codes and the Sustainability Coordinator. The portions of the Code being revised are attached to this staff report.

CRITERIA FOR REVIEW AND DECISION-MAKING

The County Zoning Regulations do not offer guidance for the review of proposed code amendments. This report models the criteria outlined in the City Code which provides the following review factors:

1) Whether the proposed text amendment corrects an error or inconsistency in the Code or meets the challenge of a changing condition;

The purpose of this proposed text amendment is to provide a clear definition for an emerging use within the community that was not contemplated in the County Zoning Regulations. Lacking any clear land use regulations, the standards for communication towers have been use previously to evaluate wind energy related applications. This methodology did not account for special considerations related to the specific land use.

The growth of renewable energy as an industry and as a land use is not currently or adequately addressed in the current regulations. A distinction between commercial operations for the purpose of collecting, storing and transmitting energy vs. small individual applications such as found at a residence, farm or individual commercial business is needed in the code to reasonably facilitate changing technology. The proposed text amendment addresses a changing condition.

2) Whether the proposed text amendment is consistent with the Comprehensive Plan and the stated purpose of this Code (Sec. 12-302)

Wind, as a natural resource, is appropriately included in *Horizon 2020 Chapter 16 – Environment*. However, this chapter does not specifically address wind as commodity or described natural resource. The Plan speaks broadly to the following strategies:

- Identify and protect important environmental features in a manner that also:
 - o Accommodates planned urban and rural growth,
 - o Discourages urban sprawl,
 - o Provides for efficient transportation systems,
 - o Partners with economic development activities,
 - o Considers private property rights,
 - o Allows adequate open space for preservation and recreation,
 - o Establishes a contiguous network of open space, and
 - o Creates a sustainable community.
- Consider the impact upon environmental and natural resources in planning and development efforts.
- Establish effective incentives and regulations that promote sustainable and efficient management of environmental resources.
- Develop educational programs to foster community awareness of and support for the protection and enhancement of natural areas, efficient use of natural resources and appropriate waste management.
- Encourage environmental policies and programs to secure the community's future economic, ecological, animal, plant and human health.

The proposed text amendment is intended to be considered under the umbrella of these strategies.

Conclusion

The *Wind Energy Conversion System* land uses and standards being proposed are in response to the increased interest in sustainability and wind energy as a local resource. These standards will provide clarity in the Code and insure compatibility with nearby land uses.

12-303 DEFINITIONS

12-303-1.95 WIND ENERGY CONVERSION SYSTEMS.

- a. Small Wind Energy Conversion System (SWECS). Small wind turbines for personal or small commercial use described as:
 - 1) Wind Turbine – a device or structure used to convert energy from the wind into electric power. May also be known as windmill or wind pump; devices used to power or run machinery or for pumping ground water.
 - 2) Maximum capacity to produce up to 50 kW of electrical power, for consumption on site and not for transfer or sale to a third party.
- b. Large Wind Energy Conversion System (CWECS). A single wind turbine or system, collection or group of large wind turbines, combined with transmission lines and energy conversion uses that collect, transmit and store electrical energy for use in a larger electrical network exclusive of individual use. Also known as Commercial Wind Energy Conversion System Project;
- c. Prescribed Burning. The controlled application of fire to naturally occurring or naturalized vegetative fuels under specified environmental (weather) conditions in accordance with a written prescription that is designed to confine the fire to a predetermined area and to accomplish planned land management objectives.
- d. Power Purchase Agreement (PPA). A contract between two parties, one of which generates electricity (the seller) and one which purchases electricity (the buyer).
- e. Road agreement for maintenance. An agreement executed between the applicant and governing body, having jurisdiction over said roads, identifying the responsibilities, cost, upkeep, fees for maintenance of a specific route used for the construction, operation, and decommissioning of a wind energy conversion system.
- f. Extraordinary Events. Any of the following with respect to an approved Large Wind Energy Conversion System: Tower collapse, Turbine failure, Thrown/broken blade or hub, Collector/feeder line failure, Injured worker or citizen, Kills of threatened or endangered species, or Discovery of an unexpectedly large number of dead birds of any variety on site.

- a. **12-319-4.36 Large Wind Energy Conversion System (Commercial Wind Energy Conversion Systems). Purpose of Regulations.** It is the purpose of this section to provide details related to any application for a Commercial Wind Energy Conversion System (CWECS) Project; create a process to permit the development of a CWECS; provide a basis for public discussion and informed comment on the CWECS; and identify significant environmental, social, and economic effects related to the CWECS.
- b. **Intent of Regulations.** It is the intent of this section to address major issues associated with the project; however, issues not listed may be deemed significant and issues may emerge as significant during the course of review.

These regulations are not intended to restrict installation of small wind energy conversion systems authorized and governed by section *[insert section reference for Building Code of County Code here]* of the County Code. Small Wind Energy Conversion Systems (SWECS) are expressly exempt from the Conditional Use Permit process.

These requirements specify the maps, information surveys, and studies that must be submitted as part of the Conditional Use Permit (CUP) application. If approved, one CUP will be issued for the entirety of real property included within the perimeter of the proposed CWECS Project. In the event the application includes multiple properties, the applicant shall provide written evidence of land owner consent for any parcel contained within the CUP application.

At the time of application for a Conditional Use Permit the applicant shall be required to make surrounding property owners aware of a potential development application. In addition to notifying property owners within 1,000 feet of the CWECS project per section 12-324, the applicant must provide written notice to all owners of record of unincorporated property located within one mile radius of the proposed request. The applicant shall submit a certificate of mailing for the notice required by this section, and a list of notified property owners at the time of the application. The notice shall be sent by regular mail and shall include a brief description of the project, proposed construction date, date the application will be submitted to the planning office, the person with contact information (phone, address) designated by the applicant to respond to questions concerning the proposed application and the following statement:

This letter is being sent to the owners of nearby property for the purpose of informing the property owners and other interested parties about the proposed CWECS project described further in this letter. This letter does not grant the recipient and/or property owner any additional legal rights to challenge the proposed development, instead, it is being provided solely to advise property owner(s) of the pending development. For further information, contact the applicant's designated representative or the Lawrence-Douglas County Planning Office at 785-832-3150.

- c. **Location Criteria.** The purpose of this section is to identify appropriate location criteria for siting wind turbines. Wind turbines shall be subject to section 12-328 of the County Zoning Regulations and are prohibited from location within any federally designated floodway [F-W Overlay District].
- d. **Conditions Required for Approval.** In addition to the findings of fact listed in section 12-319-1.02 the additional considerations shall be evaluated.
- 1) The applicant shall demonstrate its ability to strictly conform to all applicable performance standards detailed in these Regulations as well as applicable State and Federal law and regulations.

2) Key Issues. Key issues relating to CWECS include, but are not limited to:

- | | |
|---|--|
| a) Visual Impact | h) Aviation/FAA |
| b) Noise Impact | i) Reception Interference |
| c) Wildlife Habitat/ Native Flora and Fauna/ "Heritage Habitat Areas" [Maps being processed by others as part of County Grant]. | j) Cultural Heritage |
| d) Bird migration/strike | k) Maintenance of the Rural Character |
| e) Endangered or Threatened Species | l) Cumulative Impact |
| f) Water Quality and Soil Erosion | m) Company experience, reputation, and financial ability |
| g) Infrastructure, including roads and bridges for construction access | n) Removal/Reclamation |
| | o) Bond agreement |
| | p) Specific requirements for building and construction |

e. **Application Requirements.** As part of the CUP application, the applicant shall submit a CWECS Development Plan. Each application for a CWECS shall include the following documentation.

1) **Site plan per section 20-319A-4.**

2) **Contents of the CWECS Site Plan.**

- a) Name of the project.
- b) Name / address of land owner and land developer;
- c) Narrative describing phases of construction (if applicable).
- d) Concept plan showing the general location of turbines, electric collector and feeder lines, electrical equipment, substations, maintenance roads, and other associated facilities to be located on the subject property; equipment storage buildings or exterior storage areas.
- e) Extent of area of subject property to be disturbed or cleared for access, construction, operation and maintenance.
- f) Boundaries of the 100-year floodplain as identified on the Federal Insurance Administration's "Flood Hazard Boundary Maps" of Douglas County, Kansas; and,
- g) The location of any underground pipelines and other utility easements.
- h) Provision of the following notes on the plan that state:
 - i. *Decommissioned equipment shall be removed from the site and the foundations shall be removed to a depth of four (4) feet below the ground surface.*
 - ii. *The CWECS and its associated facilities shall not be operated so as to cause microwave, television, radio, telecommunications or navigation interference contrary to Federal Communications Commission (FCC) regulations or other law.*
 - iii. *During site clearance and construction, silt fences and other temporary erosion controls shall be installed and left in place until new native vegetation covers the bare ground around the turbines.*

iv. *This CUP shall not be transferred from one party to a different person or entity without approval of the Board of County Commissioners. Applicant shall notify the Board of County Commissioners and the Director of Zoning and Codes, in writing, of a transfer from one party to another. All CUP transferees shall be required to meet the same conditions as the original Applicant. The transferee shall also meet the surety bond/escrow requirement to ensure the CWECS is decommissioned and removed to CUP specifications at the end of the project's useful lifespan or in case of abandonment. The Commission may, in its discretion, provide for conditions that allow bank financing of a VWECS project, including a mortgage or lien on project assets, but any transfer or assignment of an interest in the CUP will remain subject to prior approval of the Board of County commissioners.*

- 3) **Supplemental information.** All detailed technical information that supports the proposal should be included in appendices.
- a) **Vicinity Map.** Two (2) maps showing project location and vicinity within Douglas County.
 - b) **Demonstration of Qualifications** to include the following information:
 - i. Name and address of the developer, and
 - ii. Statement from the developer providing relevant information regarding:
 - a. Qualifications and experience in commercial wind energy development; Environmental management history of the company;
 - b. Financial information regarding the applicant's ability to construct, operate, and maintain the CWECS; and
 - c. Financial information regarding applicant's ability to meet the decommissioning escrow-bond requirements. (Note to Applicant: K.S.A. 45-221, Section 33 generally exempts financial information submitted by contractors in qualification statements from being open to the public.)
 - c) **Relevant background information** on the project, including a general overview of the project location, timeframe and project life, phases of development, and possibilities for future expansion.
 - d) **Map of residential** uses and structures within 1000' of the site boundary [for each individual wind turbine included in the application];
 - e) **Environmental guidelines and industry codes** of practice that will be followed if approved.
 - f) An **inventory of existing wildlife**, endangered and threatened species, wetlands, flora, fauna and geoconservation areas and other biologically sensitive areas within the site.
 - g) **Soil Erosion, Sediment Control, and Storm Water Runoff.** Applicant shall develop a Soil Erosion, Sediment Control, and Storm Water Runoff Plan, per the approval of the County Public Works Director or his designee.
 - h) **Archeological reconnaissance survey** within the site that will be impacted by the construction or operation of the CWECS. The survey shall be provided to the State Historic Preservation Office (SHPO) to determine if cultural resources are present. Any unrecorded cultural resources that are found shall be evaluated for integrity and potential listing on the National Register of Historic Places. Undocumented resources that are eligible for listing on the National Register of Historic Places shall be avoided. All archaeological investigations shall meet the SHPO standards and guidelines.

- i) A **transportation route plan** to be used for construction shall be coordinated with the Douglas County Department of Public Works. Execution of a road agreement, approved by the Department of Public Works, prior to issuance of a building permit for construction. Dust control plan to be implemented during construction phase and for regular maintenance as needed.
 - j) A plan detailing all **off-site construction improvements** needed for the project including, but not limited to, the following:
 - i. Requirements for new transportation infrastructure and/or upgraded, realigned, or new roads.
 - ii. Proposed agreement for road maintenance requirements as applicable for the development and continued operation of the CWECS.
 - iii. Changes to electrical substations.
 - iv. Changes to existing power transmission systems, including any upgrades to existing transmission lines.
 - v. Requirements for the realignment of other utilities affected by the project.
 - k) A plan detailing the **Mitigation Measures** used to demonstrate reasonable efforts to address the following:
 - i. Fire Safety: Show how the towers and equipment are protected from fire within the site and from fire originating from outside the site such as with prescribed burning and non-prescribed burning (natural or accidental).
 - ii. High angle rescue.
 - iii. Extraordinary Event response plan: Within 48 hours of the occurrence of an Extraordinary Event, the Applicant shall notify the Director of Zoning and Codes. In the event of extraordinary avian mortality, the Applicant shall, within 30 days of the occurrence, submit a report to the Director of Zoning and Codes, to the Kansas Department of Parks and Wildlife, and to the U.S. Fish and Wildlife Service describing the cause of the occurrences and the steps taken to avoid future occurrences.
 - iv. Noise impact.
- 4) **Operation and Maintenance Plan.** Operation and maintenance requirements (including frequency of maintenance activities) for the turbines and transmission lines. Width of transmission line easements required, and any restrictions necessary on land use, development, and access within said easement.
- f. **Design Standards.** The following design standards are applicable to Commercial Wind Energy Conversion Systems Projects (CWECS) and are not intended to be applicable to SWECS. The following design standards may be modified by the governing body (County Commission) following a public hearing held by the Planning Commission. It is the applicant's burden to demonstrate that the public health, safety, welfare, will be preserved and maintained if the standards are modified.
- 1) **Setback.** Additional or reduced setback requirements may be imposed as conditions to the project, depending on the circumstances.
 - a. The setback of tower from adjacent property lines not within the CUP. Interior setbacks of properties within the CUP may be reduced.
 - b. Setback shall be equal to height of tower plus length of blade 110%.
 - c. No turbine shall be located closer than 1500 feet to a residential structure.

- 2) **Lowest point.** The rotor blades shall be at least 100 feet above ground level at the base of the tower.
- 3) **Lighting.** All turbines and accessory facilities shall be sited to minimize adverse visual effect on the environment. Structures for wind turbines shall not be lighted except to assure human safety as required by the Federal Aviation Administration (FAA).
- 4) **Structure.** Structures for wind turbines shall be self-supporting tubular towers painted a neutral color such as a white or pale gray. A lattice structure shall be prohibited.
- 5) **Logos.** Logos or advertisements are prohibited on these structures.
- 6) **Identification Number.** Each structure for wind turbine shall be marked with a visible identification number located no higher than fifteen (15) feet above ground level.
- 7) **Turbine Access Roads. Access roads** shall be shown on the site plan and shall require approval of the County Public Works Director or his designee.
 - a. Access roads shall be low profile roads so farming equipment can cross them.
 - b. Where an access road is to cross a stream or drainage way, it shall be designed and constructed per the approval of the County Public Works Director or his designee and comply with applicable FEMA and Kansas Department of Agriculture — Division of Water Resources regulations pertaining to building a structure in a flood zone.

g. Decommissioning/Restoration/Abandonment Plan.

- 1) Applicant shall submit a Decommissioning Plan describing the manner in which the CWECS will be dismantled and removed from the site at the end of its useful life.
 - (a) All aboveground components of the CWECS shall be removed.
 - (b) Foundations shall be removed to four (4) feet below ground level. Remainder of foundation may be left intact.
 - (c) Access roads shall be removed unless specified by the property owner that they are intended to remain.
 - (d) Land shall be restored to pre-permit conditions, using either productive top soil or re-seeded in native grasses.
 - (e) Applicant shall submit documentation showing financial capability to carry out the decommissioning and restoration requirements.
 - (f) When a completed CWECS project does not produce any electric energy for a period of one (1) year, and there is no demonstrated plan to restore the equipment to operating condition, the Director of Zoning and Codes may notify the landowner and/or holder of the CUP that the CWECS project is deemed abandoned.
 - (g) If the landowner or holder of the CUP for the CWECS project does not cause the project to resume production of electricity within one (1) year from the date of the notice referenced above, the landowner and the CUP holder shall be jointly responsible to commence and shall complete abatement of the CWECS project as set forth in the Douglas County Zoning Regulations. The Board of County Commissioners may require Applicant (Holder of the CUP) to decommission any commercial abandoned turbine, even if other turbines in the project are active.
 - (h) At the end of the CWECS's useful life, or if CWECS is abandoned, the site shall be restored in accordance with the requirements of this condition within eighteen (18) months.

h. Bond Agreement.

1) Bond Requirement:

- a) Applicant shall obtain a surety bond naming Douglas County, Kansas, as payee in a form acceptable to the Board of County Commissioners. Applicant shall maintain said bond through the lifespan of the CWECS. Bondholder shall provide the County annual notification of bond status. Bondholder shall provide the County 30-days written notice of any cancellation thereof.
- b) In the event the Applicant or CUP holder is in non-compliance or default due to non-payment, the County shall have the right to call said bond and use it for decommissioning purposes. Should there be any remaining balance; the County shall have the right to withhold refund payment until the decommissioning process is completed to the County's satisfaction.

2) Liability on Termination or Expiration:

- a) In the event of termination of this CUP for any reason, the CUP holder shall remain liable to the County for any expense incurred by the County that is above and beyond what is covered by the surety bond, escrow account, and/or insurance policy.
- b) The CUP holder shall remain liable to the County for any unspent funds, the expenditure or use of the funds in a manner or for a purpose not authorized by this agreement and/or damages as a result of any breach of this agreement by the CUP holder.
- c) The County shall have the right, at any time prior or subsequent to any remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this agreement and/or recover funds, which are unspent, expended or used in an unauthorized manner, or for an unauthorized purpose and/or damages sustained by the County as a result of any breach of this agreement by the CUP holder.

- 3) Non-Liability: Nothing in this agreement or otherwise shall impose any liability or duty whatsoever on Douglas County or any of its agencies, including, but not limited to, any liability for taxes, wages, or any other employee benefits for any person or entity. Contractors, suppliers, or consultants accepting and relying on documents, materials, and other information from the Applicant or CUP holder will do so on their own responsibility and at their risk.

12-321 SUPPLEMENTAL HEIGHT, AREA & BULK REQUIREMENTS

12-321-3. MODIFICATION OF HEIGHT REGULATIONS

12-321-3.01. Except in an Airport Hazard District, the height regulations as prescribed in this Resolution shall not apply to:

- a. Belfries
- b. Chimneys
- c. Church spires
- d. Conveyors
- e. Cooling towers
- f. Elevator bulkheads
- g. Fire towers
- h. Flag poles
- i. Grain elevators
- j. Monuments
- k. Ornamental towers and spires
- l. Radio and television antennas
- m. Silos
- n. Smoke stacks
- o. Stage towers or scenery lofts
- p. Tanks
- q. Water towers and standpipes
- r. **Wind turbines when in conjunction with a residential or individual commercial use**
- s. **Wind turbines when operated as part of an approved Conditional Use Permit**

HOME RULE RESOLUTION NO. HR-15-12-4

A HOME RULE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS EXTENDING A TEMPORARY
MORATORIUM ON LARGE WIND ENERGY CONVERSION SYSTEMS

WHEREAS, on December 11, 2013, the Board of County Commissioners of Douglas County, Kansas ("Board") adopted Home Rule Resolution No. 13-12-5, placing a temporary moratorium on Large Wind Energy Conversion Systems, and

WHEREAS, on April 23, 2014, the Board adopted Home Rule Resolution No. 14-13, extending the temporary moratorium through September 30, 2014, and

WHEREAS, on September 17, 2014, the Board adopted Home Rule Resolution No. 14-9-2, extending the temporary moratorium through March 31, 2015, and

WHEREAS, on March 4, 2015, the Board adopted Home Rule Resolution No. 15-3-2, extending the temporary moratorium through December 31, 2015, and

WHEREAS, the Board and applicable Douglas County officials, agencies, departments, boards, and commissions require additional time to review the Zoning Regulations, receive public input, hold public hearings, and make recommendations for amendments to the Zoning Regulations to address adverse effects that wind farms may create.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE AS FOLLOWS:

The temporary moratorium adopted in Home Rule Resolution No. 13-12-5 and extended by Home Rule Resolutions 14-13, 14-9-2 and 15-3-2 is hereby extended through and including July 31, 2016. This Resolution is effective from and after its adoption and publication one time in the official County newspaper.

ADOPTED the 2nd day of December, 2015.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Jim Flory, Chair

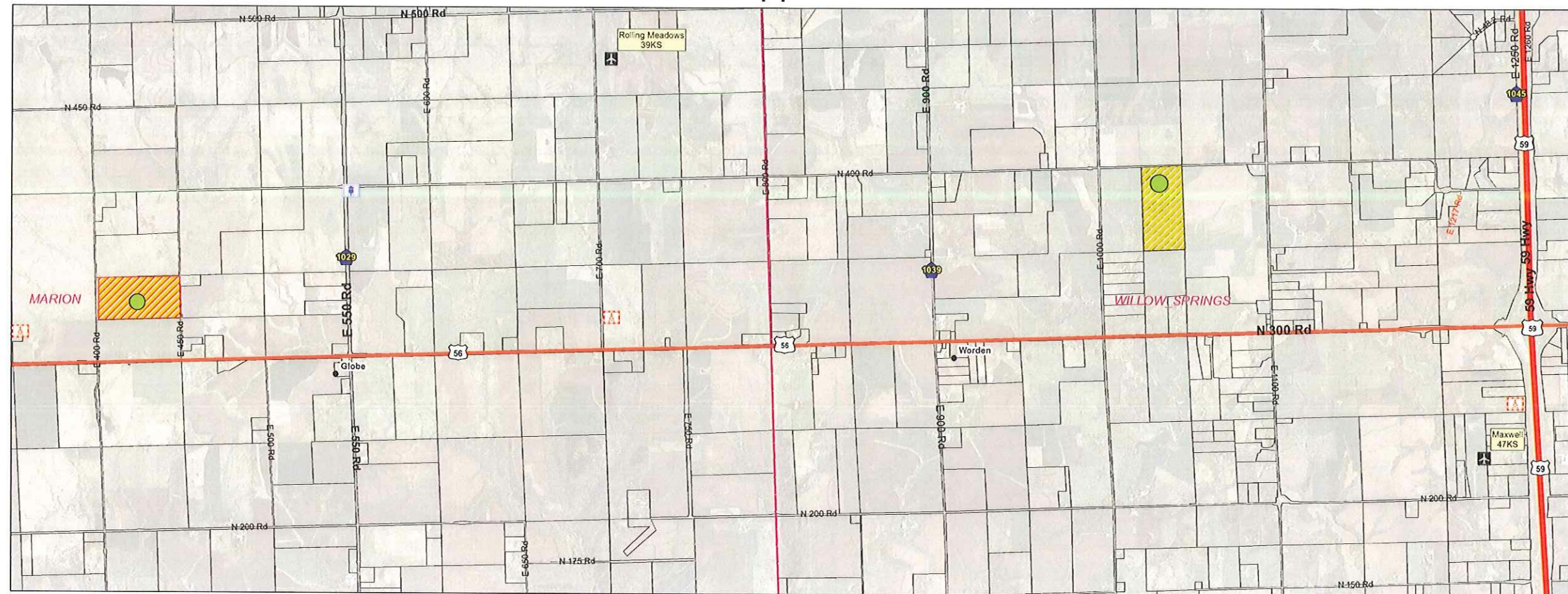
ATTEST:

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Nancy Thellman, Member

Met Tower Applications



Legend

Towers

TYPE

- COMMUNICATION
- TV
- WATER

County Airports / Helipads

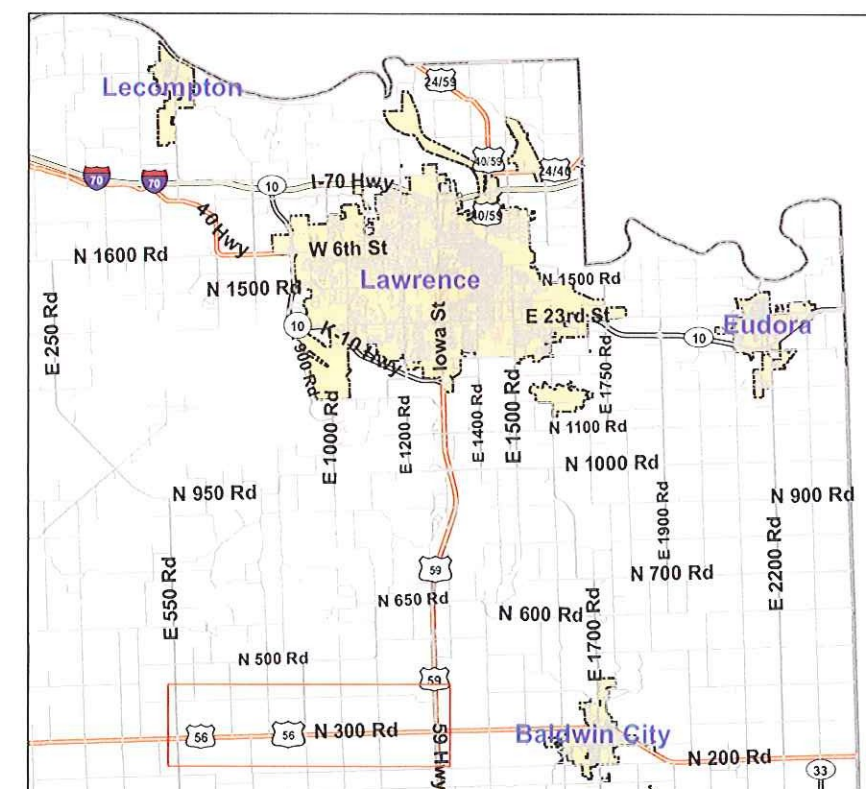
Entity

- Private
- Public
- City Limits - Douglas County
- township
- County Limits
- Water Bodies
- Townsites

0 0.5 1 2 Miles
1 in = 0 miles

APPLICATIONS

- CUP- 13-00480; N 400 RD & E 1000 RD
- CUP- 14-00002; E 400 RD & N 300 RD



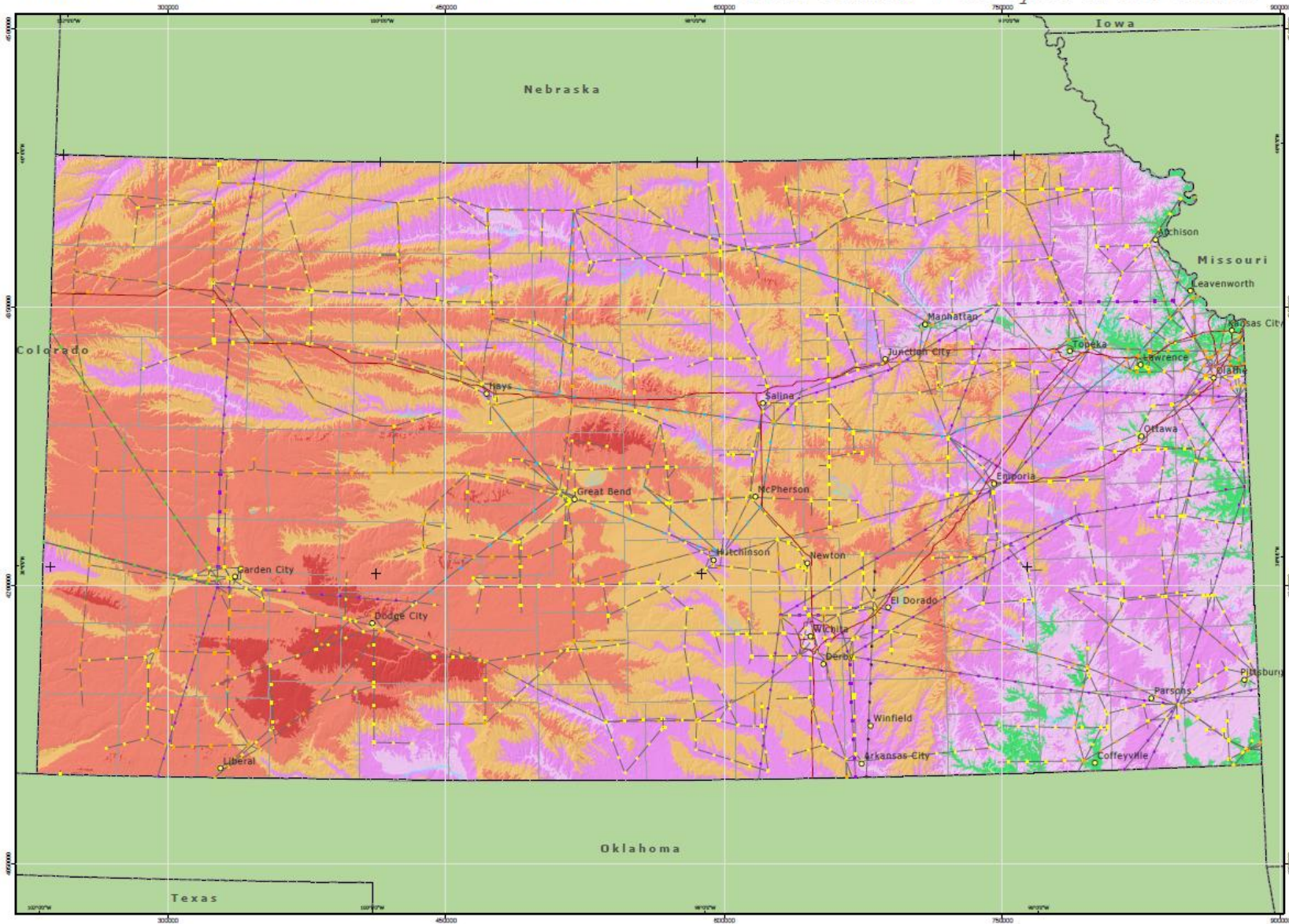
Wind Energy Study Session

Presented
to the
Douglas County
Board of
Commissioners

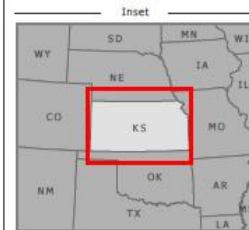
February 5, 2014



WIND RESOURCE OF KANSAS *Mean Annual Wind Speed at 100 Meters*



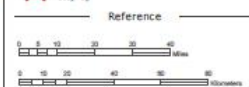
MESOMAP



Legend

Mean Speed at 100 m	
mph	m/s
< 12.3	< 5.5
12.3 - 13.4	5.5 - 6.0
13.4 - 14.5	6.0 - 6.5
14.5 - 15.7	6.5 - 7.0
15.7 - 16.8	7.0 - 7.5
16.8 - 17.9	7.5 - 8.0
17.9 - 19.0	8.0 - 8.5
19.0 - 20.1	8.5 - 9.0
20.1 - 21.3	9.0 - 9.5
> 21.3	> 9.5

- City
- Interstate Highway
- State Boundary
- County Boundary
- Water Body
- Transmission Lines**
- Category
- Under 100 kV
- 100 kV-161 kV
- 230 kV-287 kV
- 345 kV
- 500 kV
- 735 kV+
- Step-Up



Wind Data Resolution: 200 m
 Coordinate System: UTM 14N
 Datum: NAD83

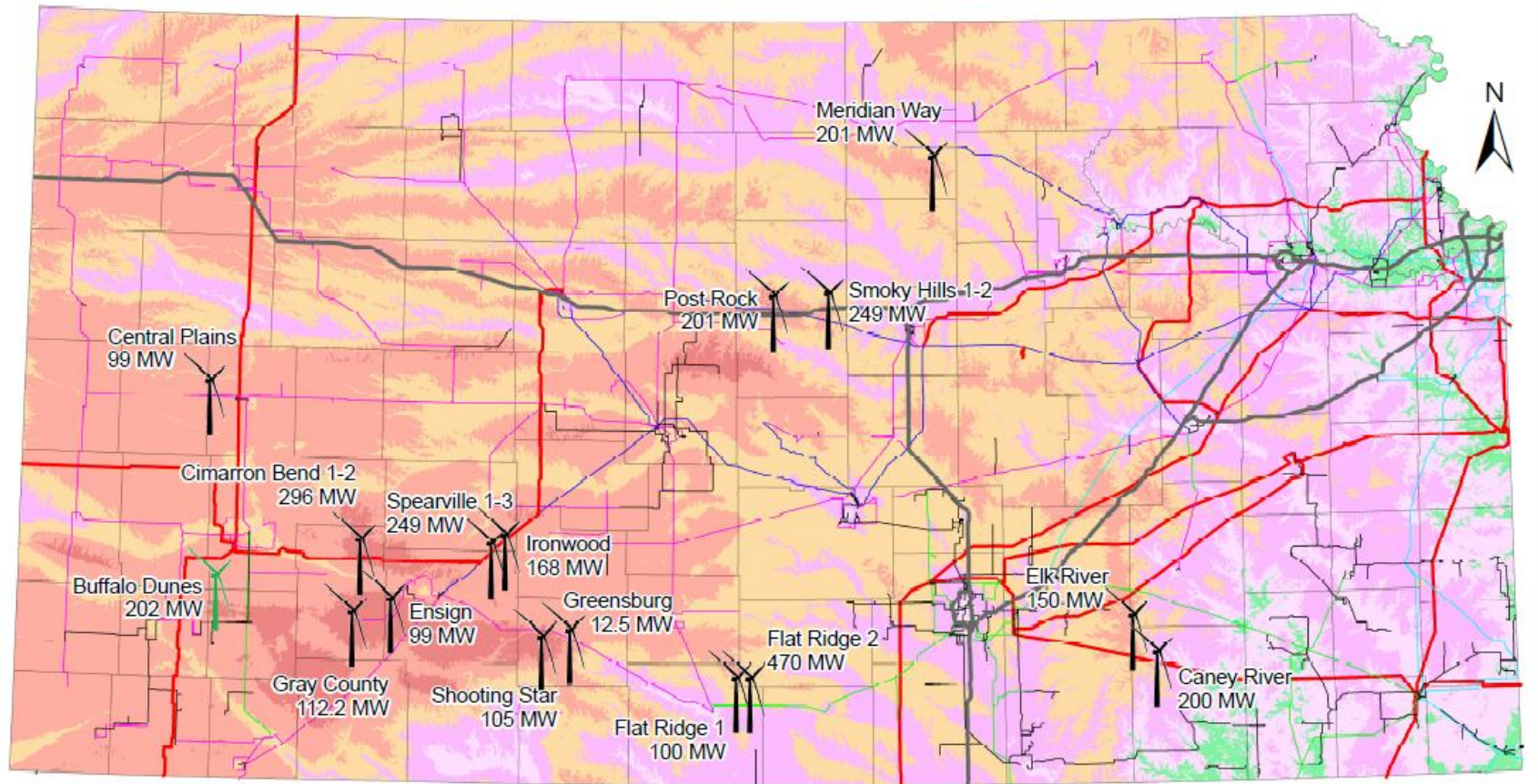
Disclaimer
 This map was created by AWS Truewind using the Mesomap system and historical weather data. Although it is believed to represent an accurate overall picture of the wind energy resource, estimates at any location should be confirmed by measurement.

The generalized transmission line information was obtained by AWS Truewind from the Global Energy Decisions Velocity Suite. AWS does not warrant the accuracy of the transmission line information. Source Date: July, 2008

Originator
 Date: 9/15/08
 Department/Originator: Modeling/MPS
 File Path: Kansas_SPD100m.mxd
 Map Class: FINAL, Confidential
 Client: NREL

AWS Truewind
 463 West 42nd St. Albany, New York 12245
 518.213.0444 | www.awstruewind.com

Kansas Wind Resources 2,712 MW Total



Windmills.mxd



Existing



Under Construction

Transmission Lines

345 KV	138 KV
230 KV	115 KV
161 KV	69 KV

Roads

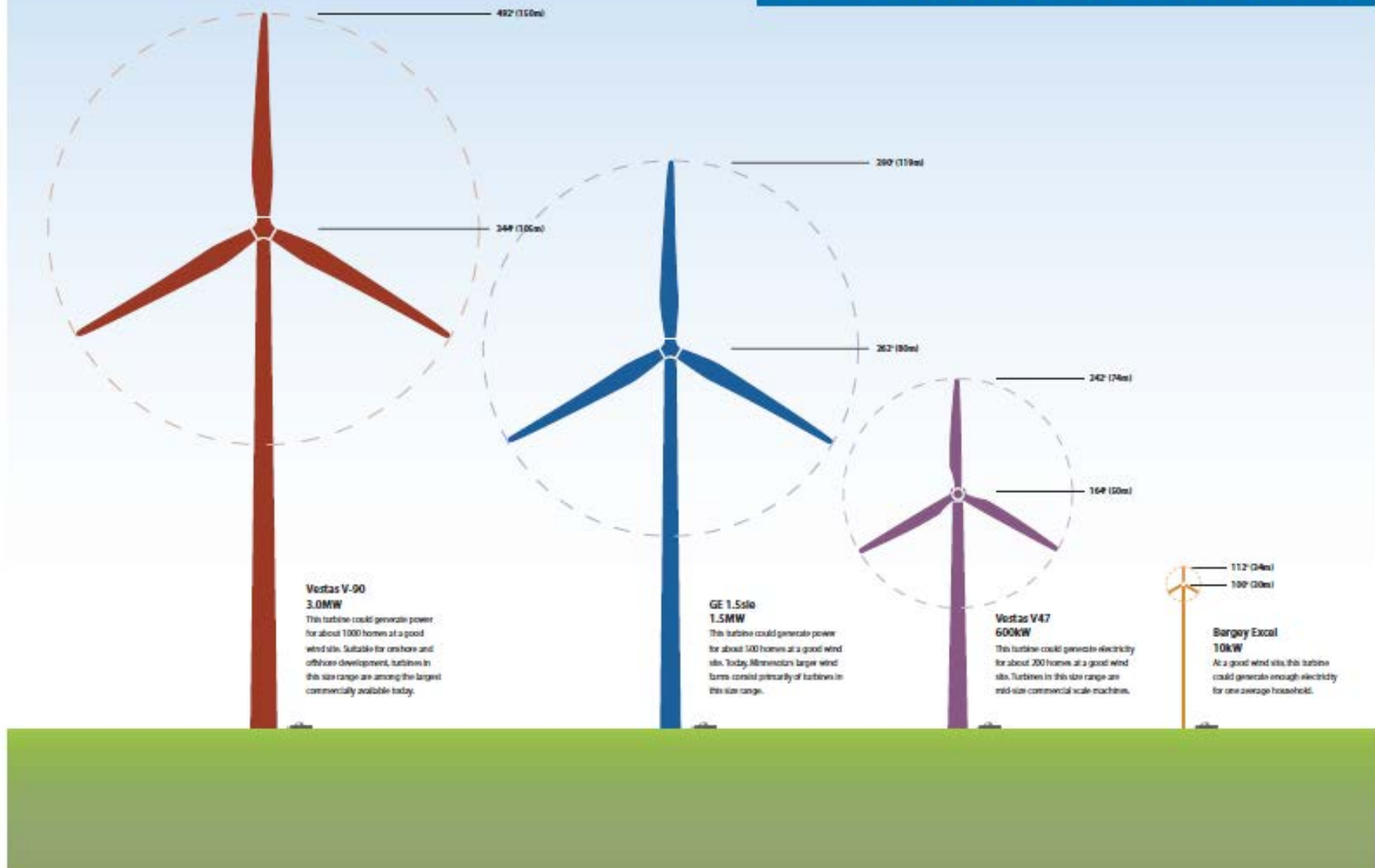
Interstate

Wind Speed at 100 m

4.0 - 5.5	7.5 - 8
5.5 - 6	8.0 - 8.5
6.0 - 6.5	8.5 - 9
6.5 - 7	9.0 - 9.5
7.0 - 7.5	9.5 - 12

Wind speed at 100 meters data layer was created by AWS Truewind using the MesoMap system and historical weather data. July 2008

THE SCALE OF WIND POWER



Kansas Wind Energy Statistics:

- **Installed Wind Capacity:** 2,712 megawatts (MW).
State Rank: Kansas ranks 9th for total MW installed.
- **Number of Wind Turbines:** 1,592 turbines.
- **Wind Projects Online:** 23 wind projects.
- **Percentage of Kansas' electricity provided by wind in 2012:** 11.4 percent. *State Rank:* Kansas ranks 6th for percentage of electricity coming from wind energy.
- **Equivalent number of homes Kansas wind farms now power:** over 840,000 average American homes.

Economic Benefits of Wind Energy in Kansas:

- **Total direct and indirect jobs supported in 2012:** 4001-5000. *State Rank:* Kansas ranks 5th for number of wind-related jobs.
- **Capital investment:** over \$5 billion dollars .
- **Annual land lease payments:** over \$7,900,000.
- **Number of manufacturing facilities in Kansas:** 7 facilities.

Environmental Benefits of Wind Energy in Kansas:

- The **water consumption savings** from wind projects in Kansas total more than 2 billion gallons of water per year.
- The wind power installed in Kansas will **avoid over 5.6 metric tons of carbon dioxide** emissions annually, the equivalent of taking over 990,000 cars off the road.

Wind Energy Potential Impacts:

- Sound and visual impacts
- Wildlife and habitat
- Infrastructure and roads
- Aviation/FAA
- Soil erosion and water quality
- Public health and safety
- Land use and property values
- Public infrastructure
- Etc.

PC Minutes 3/21/16

**ITEM NO. 8 TEXT AMENDMENT TO ZONING REGULATIONS; WIND ENERGY
CONVERSION SYSTEMS (SLD)**

TA-15-00571: Consider a Text Amendment to the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add Wind Energy Conversion Systems. *Initiated by County Commission on 10/21/15.*

STAFF PRESENTATION

Ms. Sandra Day presented the item.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner von Achen asked about the key issue conditions required for approval.

Ms. Day said staff would tell a perspective applicant that they need to address these key issues and provide some kind of response to it.

ACTION TAKEN

Motioned by Commissioner von Achen, seconded by Commissioner Kelly, to approve Text Amendment, TA-15-00571, to the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add Wind Energy Conversion Systems, and forwarding to the Board of County Commissioners for approval.

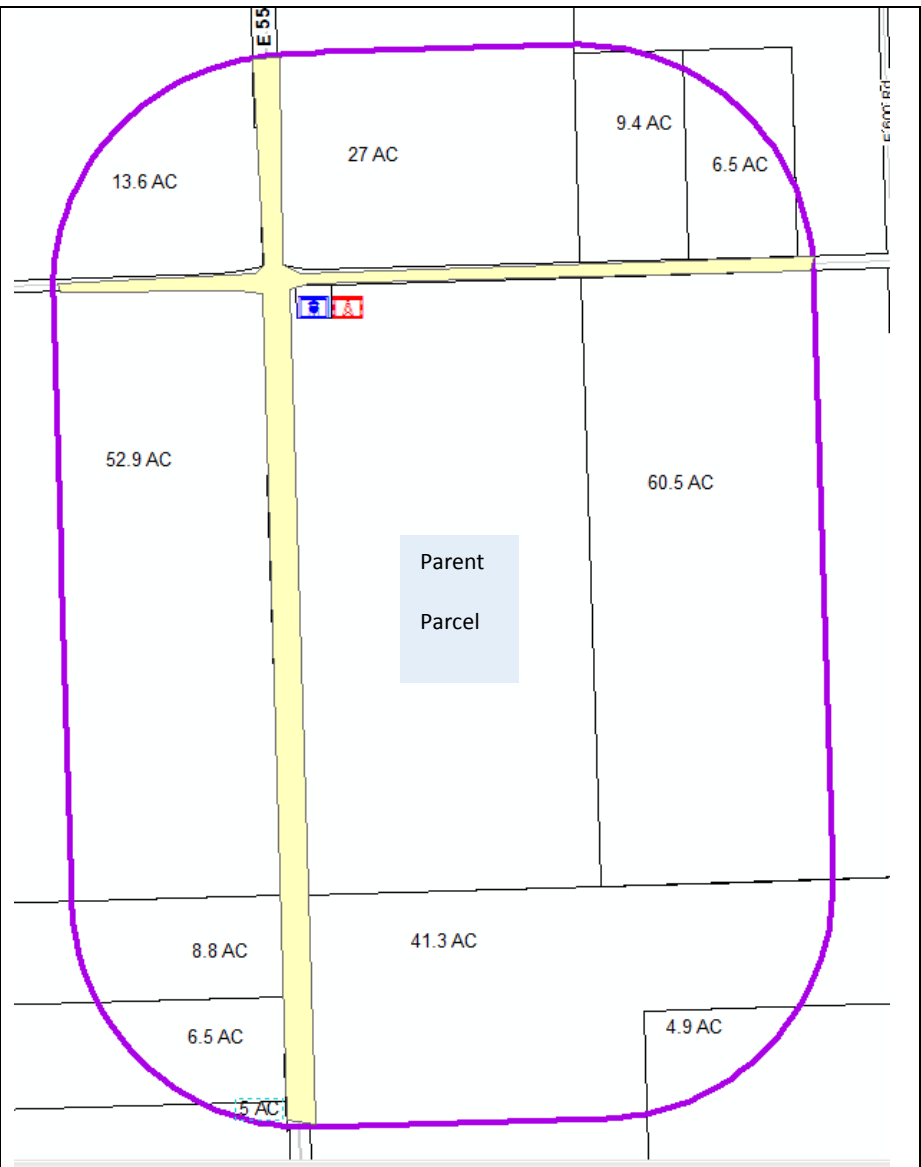
Approved 8-0.

Sample Protest 1000'

Total Area = 325 Acres
Parent Parcel = 79 Acres
Total ROW = 16 Acres
Protestable Area = 230 Acres

46 Acre required to meet 20% requirement.

- One or more parcels could affect a valid protest petition.



Sample Protest 1 mile

Total Area = 3,026 Acres
 Parent Parcel = 79 Acres
 Total ROW = 87 Acres
 Protestable Area = 2,860 Acres

572 Acre required to meet 20% requirement.

- Requires multiple properties to affect a valid protest petition.

