

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, OCTOBER 19, 2016 – The elevator will be out of service for repair.

6:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
 - (b) Extension to Public Wholesale Water Supply District No. 25 (PWWSN No. 25) Conditional Use Permit for their plant on E 1750 and N 1500 Rd. (Mary Miller is the Planner; and
 - (c) Consider recommendation to initiate an AID Program contract with Bert Nash (Ken McGovern)

REGULAR AGENDA

- (2) **TA-16-00323**: Consider a Text Amendment to Section 20-319-4 Conditional Uses Enumerated of the Zoning Regulations to add small scale industrial uses, with standards, to the list of uses which are permitted when approved as Conditional Uses. Mary Miller is the Planner.
- (3) Extension to Midnight Farm Conditional Use Permit, Community Living Opportunities, located at 2084 N 600 Rd. Mary Miller is the Planner.
- (4) Update on the Criminal Justice Coordinating Council (CJCC) (Robert Bieniecki)-No backup
- (5) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15
 - (c) Public Comment
 - (d) Miscellaneous
- (6) Adjourn

WEDNESDAY, OCTOBER 26, 2016 – light or cancelled

WEDNESDAY, NOVEMBER 2, 2016 – 4 P.M. Only

-NRA project items (Britt Crum-Cano)

WEDNESDAY, NOVEMBER 9, 2016

WEDNESDAY, NOVEMBER 16, 2016

WEDNESDAY, NOVEMBER 23, 2016

WEDNESDAY, NOVEMBER 30, 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.

Memorandum

City of Lawrence-Douglas County

Planning & Development Services

TO: Board of County Commissioners

CC: Craig Weinaug, County Administrator

FROM: Mary Miller, Planner

Date: October 13, 2016

RE: Request for one-year extension of approval for **CUP-13-00281**: Conditional Use Permit for a water treatment plant for Public Wholesale Water Supply District No. 25, located ¼ mile east of the intersection of E 1750 Rd and N 1500 Rd.

ATTACHMENTS:

A: Written Request for Extension

B: CUP plan

BACKGROUND

At their September 23, 2013 meeting, the Board of County Commissioners voted unanimously to approve the Conditional Use Permit for the Public Wholesale Water Supply District No. 25 Water Treatment Plant subject to conditions of approval.

Per Section 12-319-2 of the Zoning Regulations, if a building permit is not obtained for the site within one year of the Commission's approval of the CUP, the approval becomes null and void unless an extension is requested prior to that date. The applicant submitted a written request for an extension prior to the deadline and the County Commission approved a one-year extension to September 23, 2015.

The applicant submitted a written request for an extension prior to that deadline and submitted a site plan for a change to the buildings to accommodate a different processing system. The Commission approved the one-year extension to September 23, 2016 and revised site plan subject to the following revised conditions:

- 1) The CUP shall comply with the terms, conditions, and limitations specified in the Division of Water Resources permit.
- 2) The provision of a revised Conditional Use Site Plan with the following changes:
 - a. The following revised note should be added to the plan: *"If the trees and other vegetation in the areas designated for protection on Tract 2 are removed or damaged to the extent they no longer provide screening, native conifers will be planted on 30 ft centers, as needed, to provide screening."*

- b. Show one ADA accessible parking space on the plan, with dimensions. This space shall also be marked and signed on site.
- c. Floodplain boundary lines readjusted to match the FEMA maps.
- d. Addition of the following note: *"A Floodplain Development Permit shall be obtained from the Douglas County Zoning and Codes Office prior to the placement of any fill in the 100 year floodplain. No fill is permitted in the floodway."*
- e. Dimensions added to the access drive.

In addition, the Commission directed the applicant to work with the property owner to the south to develop a landscaping plan to buffer the building.

The applicant and staff met with the property owner and developed a landscaping plan using a mix of evergreen and deciduous species that was acceptable to the property owner. The revised plan was approved and release to Zoning and Codes for processing of building permits on April 20, 2016

2016 EXTENSION REQUEST

Construction plans and an application for a building permit were submitted to the Zoning and Codes office. These are currently under review. The applicant submitted a written request for an extension prior to the expiration date. (Attachment A) Planning staff provided mailed notification to all property owners within 1000 ft of the subject property of the extension request and revised site plan. No comments have been received as of the date of this memo.

RECOMMENDATION:

Staff recommends approval of a one-year extension to the approval for CUP-13-00281, Conditional Use Permit for water treatment plant for Public Wholesale Water Supply District No. 25 to allow time for the completion of the building permit review process subject to the conditions approved by the County Commission at their September 23, 2013 meeting, as revised at their October 21, 2015 meeting.

September 20, 2016

Mary Miller, AICP
City of Lawrence Douglas County
Planning & Development Services
6 East 6th St.
P.O. Box 708
Lawrence, KS. 66044

RE: CUP-13-00281 (Request for Extension)
W.O. 14366.100

Dear Mary:

This letter is our request for a one year extension to CUP-13-00281 which was approved September 23, 2013. We have been working with the county to finalize a building permit but due to the complexity of the project this is taking some time. My concern is that this may not occur prior to the one year date of September 23, 2016, so to cover our bases I am requesting this one year extension. There have been no changes to the project plan since last presented and approved by the commission.

For this reason we are requesting an additional one year extension to the CUP. If you have any further questions regarding this information or need additional documentation please let me know.

Sincerely,

BARTLETT & WEST, INC.



John A. Ruckman, P.E.

Cc: Larry Wray, PWWSD No. 25 Chairman

OFFICE OF

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



THE SHERIFF

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

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: October 13, 2016

Subject: Consider Recommendation to Initiate an AID Program Contract with Bert Nash

The Douglas County Sheriff's Office is requesting permission to enter into a contract with Bert Nash for the AID Program grant that the County was awarded by U.S. Department of Justice. This grant was previously approved by the Board of County Commissioners. Bert Nash currently employs two mental health professionals for this grant. This contract has been requested for purchasing and payment purposes only.

I recommend that the Board of County Commissioners approve this request to enter into a contract with Bert Nash for AID Program services. I will be available to answer any questions.

DOUGLAS COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This Attachment contains contract provisions to attach to or incorporate of any contract entered into by Douglas County or any of its agencies, offices, or departments (unless the contract is prepared by Douglas County and the terms hereof are already included). If it is attached to a separate contract, then that contract shall be altered to contain the following provision:

"The Provisions found in Douglas County Contractual Provisions Attachment (Revised April-2006), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
4. **Disclaimer Of Liability:** Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.
6. **Arbitration, Payment Due, Interest, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of a valid invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority To Contract:** By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
8. **Responsibility For Taxes:** Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

AGREEMENT

This Agreement is entered into effective the 19th day of October, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS through the DOUGLAS COUNTY SHERIFF'S OFFICE (hereinafter referred to as "**the Sheriff**") and BERT NASH COMMUNITY MENTAL HEALTH CENTER, INC., a Kansas not-for-profit corporation (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, the Sheriff operates the Douglas County Correctional Facility (hereinafter the "**Facility**"), where it offers beneficial reentry programming, treatment, and social services to its inmates;

WHEREAS, despite such programming, treatment, and services, persons with mental illness and/or co-occurring disorders are being booked into the Facility at a high rate;

WHEREAS, in an effort to address that problem, the Sheriff developed a program to assess persons booked into the Facility for serious mental illness and/or co-occurring disorders, identify options for diverting persons from custody at the Facility while maintaining public safety, and divert persons to appropriate programs as an alternative to custody at the Facility (hereinafter referred to as "**the AID Program**");

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, has awarded a grant to the Sheriff to support the AID Program;

WHEREAS, the Sheriff has contracted with the University of Kansas Center for Research, Inc. (hereinafter referred to as "**KUCR**") to research and evaluate the effectiveness of the AID Program; and

WHEREAS, the Sheriff desires to contract with and pay Provider to provide services for the AID Program as more fully described herein and 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. The Sheriff hereby engages Provider to provide the Services at the Facility, and Provider agrees to provide such Services. The Sheriff shall provide work space, together with basic supplies and equipment as needed for Provider to provide the Services.

2. Services Provided. The Services shall include:

A. Providing adequate screenings and assessments of detainees for AID Program eligibility using the tools prescribed by the Sheriff.

B. Assisting with the identification and matching of detainees to existing AID Program diversion options best suited to meet the detainees' needs while maintaining public safety.

C. Developing community and jail-based programming to address mental health, substance abuse, and criminogenic needs of the detainees.

D. Assisting with the identification and development of suitable AID Program diversion options for the detainees.

E. Assisting with the AID Program diversion of detainees by performing assessments in connection with pre-trial services personnel, developing treatment plans for Facility and in-community services, and rendering adequate case management services.

F. Objectively and systematically monitoring and evaluating the quality and appropriateness of the Services to improve the AID Program and resolve identified problems.

G. Assisting and coordinating with KUCR in researching and evaluating the effectiveness of the AID Program by reliably collecting data and reporting information regarding the AID Program.

H. Report to the Sheriff, at least quarterly, concerning the Services in order to improve the quality and appropriateness of the Services and the AID Program and provide an annual statistical summary report.

I. Performing any and all tasks reasonably necessary and incidental to the Services set forth herein.

3. AID Case Managers. Provider agrees to provide the Services by staffing two (2) Qualified Mental Health Professionals (hereinafter "**AID Case Managers**") on-site at the Facility. One of the two AID Case Managers shall be trained in gender and trauma-specific screening and assessment and shall be primarily responsible for providing the Services to women detainees at the Facility. The Sheriff shall provide training on the assessment tool(s) and organization supervision to the AID Case Managers

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

5. Hours of Services. Provider believes the following shall generally constitute adequate staffing for the Services and agrees to provide the following:

A. For the period beginning January 1, 2016 through December 31, 2016, two (2) AID Case Managers shall each be on-site at the Facility Monday - Friday for thirty-seven (37) hours per week (*i.e.*, a total of 1,920 for the year).

B. For the period beginning January 1, 2017 through December 31, 2017, two (2) AID Case Managers shall each be on-site at the Facility Monday - Friday for forty (40) hours per week (*i.e.*, a total of 2080 for the year).

6. Compensation. As compensation for providing the Services, Sheriff shall pay Provider in accordance with the following schedule.

A. For the period beginning January 1, 2016 through December 31, 2016, the Sheriff agrees to pay Provider a total of \$71,422.33 in twelve equal monthly installments of \$5,951.86 as incurred.

B. For the period beginning January 1, 2017 through December 31, 2017, the Sheriff agrees to pay Provider a total of \$79,730.95 in twelve equal monthly installments of \$6,644.25 as incurred.

The 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 8.

7. Invoices. The Sheriff shall pay Provider for Services provided in accordance with Paragraph 6 within 30 calendar days of receipt of an invoice from Provider. Sheriff shall contact Provider accounts receivable staff about questions regarding any invoice.

8. Reimbursements. In addition, the Sheriff will reimburse Provider for: (1) the AID Case Managers' mileage in an amount not to exceed \$480.00 annually; and (2) the AID Case Managers' cell phone expenses in an amount not to exceed \$720.00 annually. Such reimbursement will be paid to Provider after Provider submits satisfactory receipts documenting the expenses.

9. 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 the Sheriff and no person with which Provider contracts or hires to provide the Services (including but not limited to the AID Case Managers) shall, under any circumstance, be considered an employee of the 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.

10. Term, Default, and Termination.

A. This Agreement shall commence effective October 19, 2016 and terminate on December 31, 2017. The Sheriff, however, shall have the option to renew this Agreement for up to three (3) additional one year terms, with each renewal being for an additional one year term; provided, however, that the Sheriff agrees to exercise such option by notice to Provider at least 60 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend one additional year each time the Sheriff exercises its option to renew. The Sheriff's extension of this Agreement one or more times shall not require that the 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 the Sheriff has provided

Provider with notice of such default, the 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 the Sheriff has provided Provider with notice of such default, the 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 the Sheriff provided the notice of default. The Sheriff, however, in its sole discretion, shall have the option to extend the thirty (30) day cure period if it 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, the 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 the Sheriff does not pay for Services and time not supplied.

11. 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 the Sheriff, Provider shall provide the Sheriff with Certificates of Insurance showing that all insurance required under this Agreement is in force.

12. 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 the 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 the 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.

13. 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 the Sheriff will perform an annual screening of the persons Provider identifies (or as otherwise identified by the Sheriff) who will provide the Services in accordance with the KCJIS guidelines and the 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 the Sheriff regarding KCJIS guidelines and the Sheriff's policy, as amended from time to time, but it is possible that the person may be barred from providing Services at the Facility.

14. HIPAA. The 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;

15. Douglas County Contractual Provisions. The Provisions found in Douglas County Contractual Provisions Attachment (Revised April-2006), which are attached hereto as Exhibit A, are hereby incorporated in this Agreement and made a part hereof.

16. 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 Sheriff or its designee is hereby authorized to renew this Agreement in writing in accordance with Paragraph 10. 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: _____

EXHIBIT A

PLANNING COMMISSION REPORT
Regular Agenda -- Public Hearing Item

PC Staff Report
09/26/2016

ITEM NO. 4 TEXT AMENDMENT TO ZONING REGULATIONS; SMALL SCALE INDUSTRIAL USES (MKM)

TA-16-00323: Consider a Text Amendment to Section 20-319-4 Conditional Uses Enumerated of the Zoning Regulations to add small scale industrial uses, with standards, to the list of uses which are permitted when approved as Conditional Uses. *Initiated by County Commission on 8/24/2016.*

RECOMMENDATION: Staff recommends approval of the proposed amendment, TA-16-00323, to revise Section 12-319-4 in the Zoning Regulations to add Small Scale Industrial uses to the list of Conditional Uses and to establish standards for the use and that the Planning Commission forward a recommendation for approval to the Board of County Commissioners.

Reason for Request: Currently, small scale industrial uses are permitted in the Agricultural Zoning District as Home Occupations with an administrative approval process. Industrial uses which exceed the size or employee limit of the Home Occupation, or are not located on the same property as the business owner's residence, require rezoning to an Industrial Zoning District. This amendment would provide a transitional approval process, the Conditional Use Permit, for small scale industrial uses on properties that generally meet the criteria for approval of industrial zoning but may not be well suited to the range of uses which would be allowed with the I-1 (Limited Industrial) Zoning designation.

RELEVANT GOLDEN FACTOR:

- Conformance with the comprehensive plan.

ATTACHMENTS

- Attachment A – Draft language

OVERVIEW OF PROPOSED AMENDMENT

The amendment adds *Small Scale Industrial* uses to the list of uses which are allowed when approved as a Conditional Use. Planning and the Zoning and Codes Office have received several inquiries into the approval process for a small industrial use and have responded that it would be necessary to rezone the property to an Industrial or Business District.

In many cases, the property would be suitable for rezoning; however, the rezoning would permit not only the requested use but a range of uses. The-is amendment would allow small scale industrial uses in locations where they are appropriate without the range of other uses which would be permitted with the industrial zoning. Table 1 illustrates the range of uses which would be permitted on a property if rezoned to the IL District to accommodate a small scale industrial use.

In some instances, a Home Occupation grows to the point where it no longer meets the criteria for a Home Occupation, but it remains small enough that it would be compatible with the

surrounding land uses. In others, a project is proposed which would be low impact and could be appropriate on a property; while some of the other uses permitted in the industrial zoning district could have a negative impact on nearby properties.

One option is to use conditional zoning, where all uses but the proposed use are removed from the district. Conditional zoning is often used when a site is suitable for rezoning to a district, but some uses in the district are seen as problematic – based primarily on traffic generation, site characteristics, and potential negative impacts on surrounding land uses. Developing a Small Scale Industrial Conditional Use will allow the use in those locations where it would be appropriate, without allowing the other uses permitted in the I-1 District that may not be suitable for that area. This amendment would also provide an opportunity for existing small businesses to grow in their current location.

The CUP process has the same review and approval process as a rezoning request.

- Public hearing at a Planning Commission meeting. If the property is within 3 miles of an incorporated City, a public hearing at a Joint Planning Commission is held.
- Protest petition. If a valid protest petition is submitted, a super-majority (unanimous) vote of the Board of County Commissioners is required to approve the request.
- Consideration and action by the Board of County Commissioners.

The CUP has the following advantages over rezoning:

- Conditions to minimize any negative impacts may be developed and applied to each use, based on the specific use proposed and the site characteristics as well as the character of the area.
- The permitted use is limited to the specific use listed in the CUP.
- An approval time frame may be established. Prior to expiration, the business owner may request an extension. The extension request would be evaluated to see if it remains compatible with the character of the area as it has developed. The CUP could be approved if found to be compatible, it could be approved with revised conditions, or the extension request could be denied.
- There is an amendment and revocation process for Conditional Uses. If the use is found to be in violation of the conditions, it is possible to amend or revoke the Conditional Use.

The additional safeguards established with Conditional Uses and the ability to tailor and condition the permitted use would be preferable, in some cases, to rezoning the property to the Limited Industrial District.

Table 1. Permitted Uses in the I-1 (Limited Industrial) District
1) Laboratories, research, experimental, or testing.
2) Offices or office buildings.
3) Wholesale merchandising or storage warehouses with floor area devoted to warehousing and handling of merchandise
4) <i>Compounding of cosmetics, toiletries, drugs, and pharmaceutical products.</i>

5) <i>Photographic processing or blueprinting.</i>
6) <i>Printing and publishing.</i>
7) Manufacture or assembly of medical and dental equipment drafting, optical and musical instruments, watches, clocks, toys, games, and electrical or electronic apparatus.
8) Manufacture or assembly of boats, bolts, nuts, screws, and rivets, ornamental iron products, firearms, electrical appliances, tools, dies, machinery, and hardware products, sheet metal products, and vitreous enameled metal products.
9) Manufacture of food products, including beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing, and canning, packing and processing of meat and poultry products, but not distilling of beverages, slaughtering of poultry or animals, or processing of bulk storage of grain or feeds for animals or poultry.
10) Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, and printing and finishing of textiles and fibers into fabric goods.
11) Manufacture of boxes, crates, furniture, baskets, veneer, and other wood products of a similar nature.
12) Moving picture production.
13) Light manufacturing uses similar to those listed above, which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, smoke, dust, lint, odors, heat, or glare that that which is generally associated with light industrial uses of the type specifically permitted.
14) Bank, drive-in or otherwise.
15) Restaurant, not drive-in
16) Filling station, if located in a district of 20 acres or more.
17) Hotel, motel, or motor lodge, if located in a district of 20 acres or more.
18) Hotel, motel, or motor lodge, if located in a district of 20 acres or more.
19) Dwellings for watchmen and caretakers employed on the premises.
20) Accessory farm dwellings on a farm of 10 acres or more
21) Railroad siding
22) Animal hospital or clinic.

TABLE LEGEND:

- Some uses permitted in the I-1 District are permitted in the A (Agricultural) District. These uses are highlighted in the table, and are not included in the list of uses which would be permitted with a CUP.
- Only industrial uses are being considered with this amendment. Non-industrial uses are shown as ~~struckthrough~~.
- Uses included in this text amendment as small scale industrial conditional uses are shown in **bold**.

The following industrial uses permitted in the I-1 District are not included in the Small Scale Industrial Conditional Uses: *Compounding of Cosmetics, Toiletries, Drugs, and Pharmaceutical Products, Photographic Processing or Blueprinting and Printing and Publishing*. In staff's opinion, these uses would be included in the category of uses which are similar to those listed uses, provided they do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, smoke, dust, lint, odors, heat, or glare that that which is generally associated with light industrial uses of the type specifically permitted. These businesses would be evaluated on a case-by-case basis for hazardous impacts.

I-1 DEVELOPMENT

Per the information on file in Planning's GIS maps, there are 10 parcels that are currently zoned I-1. Of these, 6 are undeveloped and most of these have impediments to development such as the lack of road frontage. One developed parcel has a use that isn't permitted in the district, but that may predate the Zoning Regulations. The parcels that are developed with uses that are permitted in the I-1 District include the Hull Iron Works in Pleasant Grove and McFarlane Aviation near Vinland. McFarlane Aviation is a good example of a use that would require the IL Zoning as it isn't small scale and is industrial in nature. The Hull Iron Works shop would have been a good candidate for a CUP as the use is small scale, the property has a rural rather than industrial appearance, and there is no exterior storage. (Figures 1 and 2)



Figure 1. McFarlane Aviation located in the I-1 Zoning District. 24,000 sq ft building; has site plan approval for 48,000 total.



Figure 2. Hull Iron Works located in the I-1 Zoning District. Residence and iron shop. 2,080 sq ft shop building.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

Horizon 2020 recommends that an industrial site should substantially meet the following general criteria:

- Have feasible access to Federal and State transportation networks
- Be of adequate parcel size, generally over forty acres
- Lie primarily outside of the regulatory floodplain
- Have minimal average slopes (Page 7-4 to 7-5)

It further recommends that the following specific criteria should be met:

- preserve environmentally sensitive areas, including vegetative cover and wildlife habitat, to act as buffers and site amenities;
- Encourage natural stormwater management, including locations that permit direct discharge to the floodplain;
- Have available and adequate utilities, infrastructure and services (i.e. police and fire protection) for the proposed use;
- Be compatible with existing and future zoning/land use patterns, including the use of appropriate buffers between land uses;
- Be annexed before development if adjacent to municipal boundaries.

These criteria should be applied to the Small Scale Industrial Use as it is intended as a transitional step between Home Occupation type businesses and businesses that are large enough to require rezoning.

CRITERIA FOR REVIEW AND DECISION-MAKING

Section 12-324 of the Zoning Regulations provides the process for proposed text amendments but does not include criteria for review and decision-making. The text amendment was reviewed with the following criteria which are similar to those in the City of Lawrence Development Code:

1) Whether the proposed text amendment corrects and error or inconsistency in the Zoning Regulations or meets the challenge of a changing condition

The proposed text amendment is in response to a changing condition as small businesses are becoming more prevalent. Many rezoning applications have met with opposition based on the wide range of uses that would be permitted in the proposed zoning district. Neighbors have indicated that they would not oppose the project, if they could be sure the use that is being proposed is the use that would be developed and that would be on the property in the future.

2) Whether the proposed text amendment is consistent with the Comprehensive Plan and the stated purpose of the Zoning Regulations

The proposed amendment is consistent with the Comprehensive Plan and the purpose of the Zoning Regulations in that it includes standards and processes to insure the compatibility with nearby land uses. A Conditional Use Permit provides that assurance in that the permit is linked to the specific use. A change in the use would require submittal of an amended Conditional Use Permit application and a public hearing before the Planning Commission and approval by the Board of County Commissioners. The CUP process provides additional assurances to nearby

landowners through conditions that may be applied to the use to insure the use is compatible with nearby uses. In addition, the Zoning Regulations provides for the amendment or revocation of a Conditional Use Permit if there is non-compliance with the conditions. It is also possible to place an expiration date on a CUP so that an extension request must be made. This allows the use to be re-evaluated to determine if it remains compatible with the character of the area and the nearby land uses, as the area develops.

SECTION 1: NEW LANGUAGE PERTAINING TO SMALL SCALE INDUSTRIAL USES

12-319.4.36 Small Scale Industrial Uses

A small scale industrial use is an industrial use that is permitted in the I-1 (Limited Industrial) District that is of such a scale as to be compatible with nearby land uses, while maintaining the rural character of the area. Small Scale Industrial Uses which would be permitted as Conditional Uses include:

- a.** Establishments primarily engaged in on-site production or assembly of goods by hand manufacturing involving the use of hand tools and small-scale equipment. Typical uses include:
 - 1) On-site production of goods by hand or artistic endeavor;
 - 2) Placement of digital or analog information on a physical or electronic medium;
 - 3) Light manufacturing, predominately from previously prepared materials, of finished products or parts, provided the noise, light, smell, or vibration does not extend beyond the site;
 - 4) Research of an industrial or biotechnical nature;
 - 5) Moving picture production such as movies, videos, and television; and
 - 6) Similar small scale industrial uses which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, smoke, dust, lint, odors, heat, or glare that that which is generally associated with light industrial uses of the type specifically permitted.
- b.** Standards to maintain consistency with the Comprehensive Plan recommendations for Industrial uses and to insure compatibility with nearby land uses and the character of the area are listed below:
 - 1) Small Scale Industrial uses are permitted as Conditional Uses only on properties that are zoned A (Agricultural) or V-C (Valley Channel).
 - 2) The proposed use shall be located primarily outside of the regulatory floodplain.
 - 3) Vegetative cover and wildlife habitat on the site shall be preserved, along with other environmentally sensitive areas to act as buffers and site amenities.
 - 4) The site shall have adequate utilities, infrastructure and services for the proposed use.
 - 5) The total square footage of all buildings used in the operation and storage shall not exceed 10,000 sq. ft. unless a larger area is approved by the Board of County Commissioners.
 - 6) The establishment may employ up to 15 full-time equivalent non-resident employees, as defined in Section 12-303-1.65.

- 7) All business activity shall be conducted within the structure with no outdoor storage of materials or product.
- 8) Parking spaces for all employees and loading areas must be provided on the site. No loading activity or parking is to occur on the adjacent roadway.
- 9) The use does not require Federal air quality discharge permits.
- 10) The use shall not generate offensive off-site external effects (such as noise, glare, vibrations, etc.).
- 11) The site shall be located on a full maintenance public road.
 - i. Traffic information shall be provided, as requested by the County Engineer, to insure the suitability of the adjacent roads to handle the anticipated traffic to be generated by the use.
 - ii. Improvements to the access point to meet current standards, or roadway improvements needed due to traffic generated by the use, or spacing of access drives, all as identified by the County Engineer, shall be required as part of the Conditional Use.
 - iii. The property must, at a minimum, meet the Access Management Standards for residential properties.
- 12) Exterior lighting associated with the use shall be limited. The Conditional Use site plan shall show the location of proposed exterior lighting with the height noted. Lighting spec sheets shall be provided with the plans to illustrate the means taken to eliminate glare. Full cut-off fixtures shall be provided; however, low level lighting (less than 2,600 lumens or 150 watt incandescent bulb) does not require full cut-off fixtures.
- 13) New structures for the use should be of a type that is common to the rural area, rather than industrial, to maintain the rural character of the area.
- 14) No shift work/24 hour a day businesses shall be permitted. Business shall operate with defined working hours.

ITEM NO. 4 TEXT AMENDMENT TO ZONING REGULATIONS; SMALL SCALE INDUSTRIAL USES (MKM)

TA-16-00323: Consider a Text Amendment to Section 20-319-4 Conditional Uses Enumerated of the Zoning Regulations to add small scale industrial uses, with standards, to the list of uses which are permitted when approved as Conditional Uses.

STAFF PRESENTATION

Ms. Mary Miller presented the item.

APPLICANT PRESENTATION

Mr. Mike Jilka agreed with the staff recommendation. He said Mr. Dwane Richardson had operated the business for 30 years and it was continuing to grow.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner Willey said she was a huge fan of rural home businesses.

Commissioner von Achen expressed concern about the potential for 15 employees and the traffic it would generate.

Mr. Dwane Richardson said he had no close neighbors and was on a hard surface road.

Ms. Miller said the Conditional Use Permit would allow a maximum of 15 employees.

ACTION TAKEN

Motioned by Commissioner Willey, seconded by Commissioner von Achen, to approve the proposed amendment, TA-16-00323, to revise Section 12-319-4 in the Zoning Regulations to add Small Scale Industrial uses to the list of Conditional Uses and to establish standards for the use and that the Planning Commission forward a recommendation for approval to the Board of County Commission.

Commissioner von Achen had concerns about 15 employees being too many.

Unanimously approved 10-0.

Memorandum

City of Lawrence-Douglas County Planning & Development Services

TO: Board of County Commissioners

CC: Craig Weinaug, County Administrator

FROM: Mary Miller, Planner

Date: October 14, 2016

RE: **CUP-16-00403:** Renewal request for CUP-04-03-06, Conditional Use Permit for Midnight Farm, located at 2084 N 600 Road. Submitted by Community Living Opportunities (CLO), property owner of record.

ATTACHMENTS:

A: Written Request for Renewal/Extension

B: Approved Plans

C: Traffic Counts

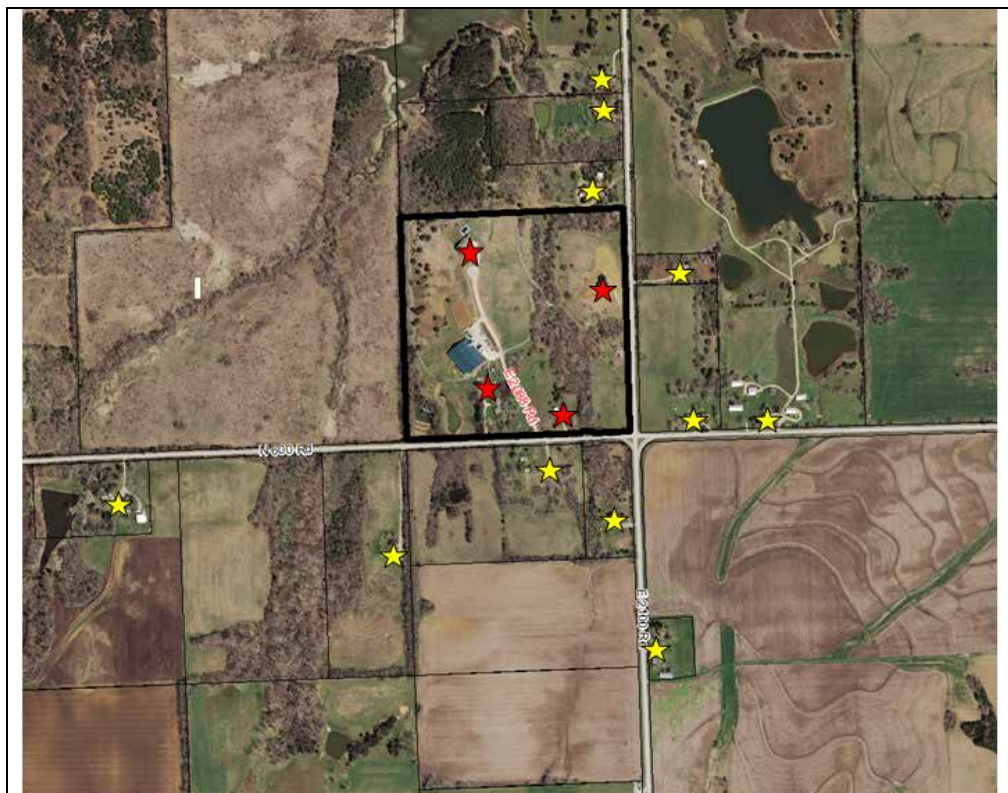


Figure 1. Midnight Farm, outlined, and surrounding area. Residences on the farm marked with red stars, residences in the area marked with white stars.

BACKGROUND

Midnight Farm is operated by Community Living Opportunities (CLO) to provide residential and therapeutic services in a rural setting to persons with developmental disabilities by using CLO's extended family teaching model. Midnight Farm's programs include a therapeutic horseback riding program, various educational and recreational activities for clients and their families/guests, and four residences on the site. Figure 1 contains an aerial photo of the Midnight Farm property and surrounding area.

At their October 4, 2006 meeting, the Board of County Commissioners voted unanimously to approve the Conditional Use Permit for Midnight Farm subject to the following conditions of approval:

1. Approval of a preliminary plat for the project.
2. Approval and recordation of a final plat for the project.
3. Revision of the site plan to include the following:
 - a. Notation that the permit will be administratively reviewed by the County in 5 years (Calendar Year 2011).
 - b. Notation that the permit will expire at the end of 10 years (Calendar Year 2016), unless an application for renewal is approved by the local governing body.
 - c. Notation of retention of all existing vegetation along each side of the property and in other areas where no development is proposed.
 - d. Notation of a landscape schedule which includes proposed vegetation, if any.
 - e. Notation indicating that if the homes are sold to families or individuals in the future, each home site will be replatted as a separate lot.
 - f. Revision of the note "70-foot access and utility easement" to state "70-foot access and utility easement to be dedicated with forthcoming one-lot plat".
 - g. Notation of numbers of weekly activities, numbers of staff/clients included in each weekly activity, hours/days of weekly activities, numbers of overnight campers, and numbers of residents (including staff/clients). [Note: These figures should reflect those listed in the June 2, 2006 letter from CLO. However, the numbers of residents should be noted as two to six persons per residence, and 8 to 24 total residents.]

The property was platted as Lot 1 Block 1 Midnight Farm Addition. The plat was recorded with the Register of Deeds on April 24, 2007. The CUP plan was revised with the changes noted in Condition 3 and was released to the Zoning and Codes Office for processing of building permits.

The following site plans were submitted and approved to allow for site changes:

- SP-10-76-07, approved by the County Commission on November 28, 2007.
 - Revisions to the site plan approved by the County Commission on July 7, 2008.
 - A minor revision to add a swimming pool to a house was administratively approved on October 28, 2008.
- SP-2-18-12, administratively approved on March 9, 2012. This plan relocated one of the houses and allowed it to take direct access to the road rather than sharing the central drive which was used for activities for the facility.

The most recently approved site plan is included with this memo as Attachment B.

REQUEST FOR RENEWAL

The applicant submitted a written request for renewal/extension of the CUP prior to the deadline. This request is included with this memo as Attachment A. The following review of the extension/renewal request focuses on the conformance of the facility with the approved CUP plans and the compatibility of the use with the area. When the CUP was approved in 2006, it was anticipated that the area may develop over time and the CUP would need to be reviewed to re-evaluate the compatibility of the use with the area.

USE OF THE FACILITY

The approved plan contains an activity summary. This summary is listed below

Activity	Approved Plan	Current
Number of permanent residents	2 to 6 per residence 8 to 24 total residents	6 individuals w/disabilities: total of 24 residents
Overnight campers	Up to 15	None currently
Hours/ Days of weekly activities	Not including camping: Activities will be held in daylight hours, primarily on weekdays. Weekend events may occur in spring, summer and fall.	8 AM to 7 PM M – F Weekend events on Saturday approximately 10 times a year: includes field trips, show cases for horse riding, family fun days.
Number of weekly activities	Up to 18 organized activities involving visitors a week	As noted on approved plan.
Number of persons included in each weekly activity	Up to 64 (including up to 40 visitors and their supervisors and as many as 24 residents)	As noted on approved plan.

The original application for the Midnight Farm CUP noted that the intent of the facility was to provide a broad range of activities for teaching about the 'life on a farm' along with fun and leisure. The recreational features would include a multi-purpose building for gatherings, retreats, and educational classes and a recreational trail. There will also be a green house, swimming pool, camping sites, and areas for a pumpkin patch and other possible activities. The permitted uses are residential, recreational, and educational activities to serve the residents and clients of CLO and their guests. Other events of a more commercial nature were not included in the CUP but would be allowed with approval of a Special Event Permit.

CONFORMANCE WITH APPROVED PLAN

The development shown on the most recently approved site plan is compared with the development shown on the most recent County GIS aerial photos in Figure 2. Three of the four planned residences have been constructed in locations shown on the plan. The fourth residence has not yet been constructed. The trail, horse riding areas, and pastures have been developed in conformance with the approved plan. The applicant indicated that the structure in the southwest corner is a pavilion in the 'secret garden;' area. This structure is used for field trips and picnics for their day service individuals. This structure should be shown on the plans.



Figure 2a. Structures to be built, per approved plan, shown in black.



Figure 2b. Structures built per plan outlined in red. Area where structure has not yet been built outlined in white. Structure not shown on plan marked with star.

COMPATIBILITY WITH SURROUNDING AREA



Figure 3. Aerial photos: 2006 on left, 2013 on right. Residences marked with red dots. There has been minimal development in the area in this time frame.

The use should continue to be compatible with the surrounding area as there has been minimal development in the area. Staff did receive one complaint regarding dust associated with traffic to the facility.

The County Public Works Department provided traffic data for the roads surrounding Midnight Farm. This is included as Attachment C. The traffic counts were taken on June 1, 2016, a Wednesday, reported the following number of cars through a 24 hour period:

1. E 2100 Road, (North) between N 600 Rd and N 700 Rd, 134 vehicles
2. E 2100 Road, (South) between N 600 Rd and N 500 Rd, 95 vehicles
3. N 600 Road, (East) between E 2100 and E 2200 Roads, 108 vehicles
4. N 600 Road (West) between E 2100 Road and curve to the south, 37 vehicles

The County Engineer recommended that Midnight Farm participate in the dust palliative program; however, the degree of participation has not been determined at this time. Additional information regarding the recommendation for dust palliative will be provided the Commission prior to the October 19th meeting.

RECOMMENDATION:

Staff recommends approval of the renewal of the Midnight Farm CUP with the following condition:

The CUP plan (as revised with SP-2-8-12) shall be revised with the following changes:

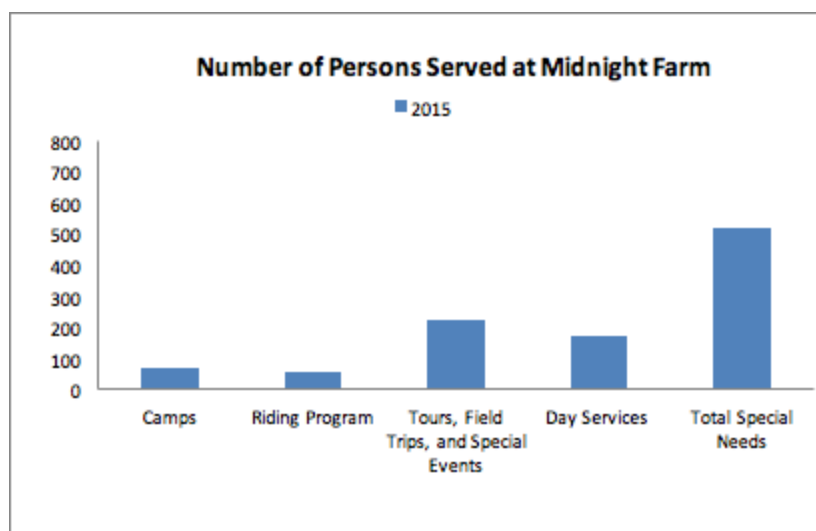
1. General Note 19 revised as follows: *"This Conditional Use Permit will expire at the end of 10 years (Calendar Year 2016) unless an application for renewal is submitted prior to that expiration date and approved by the local governing body."*
2. Addition of the pavilion structure in the southwest corner of the site.
3. Addition of a note outlining the dust palliative program as approved by the County Commission.

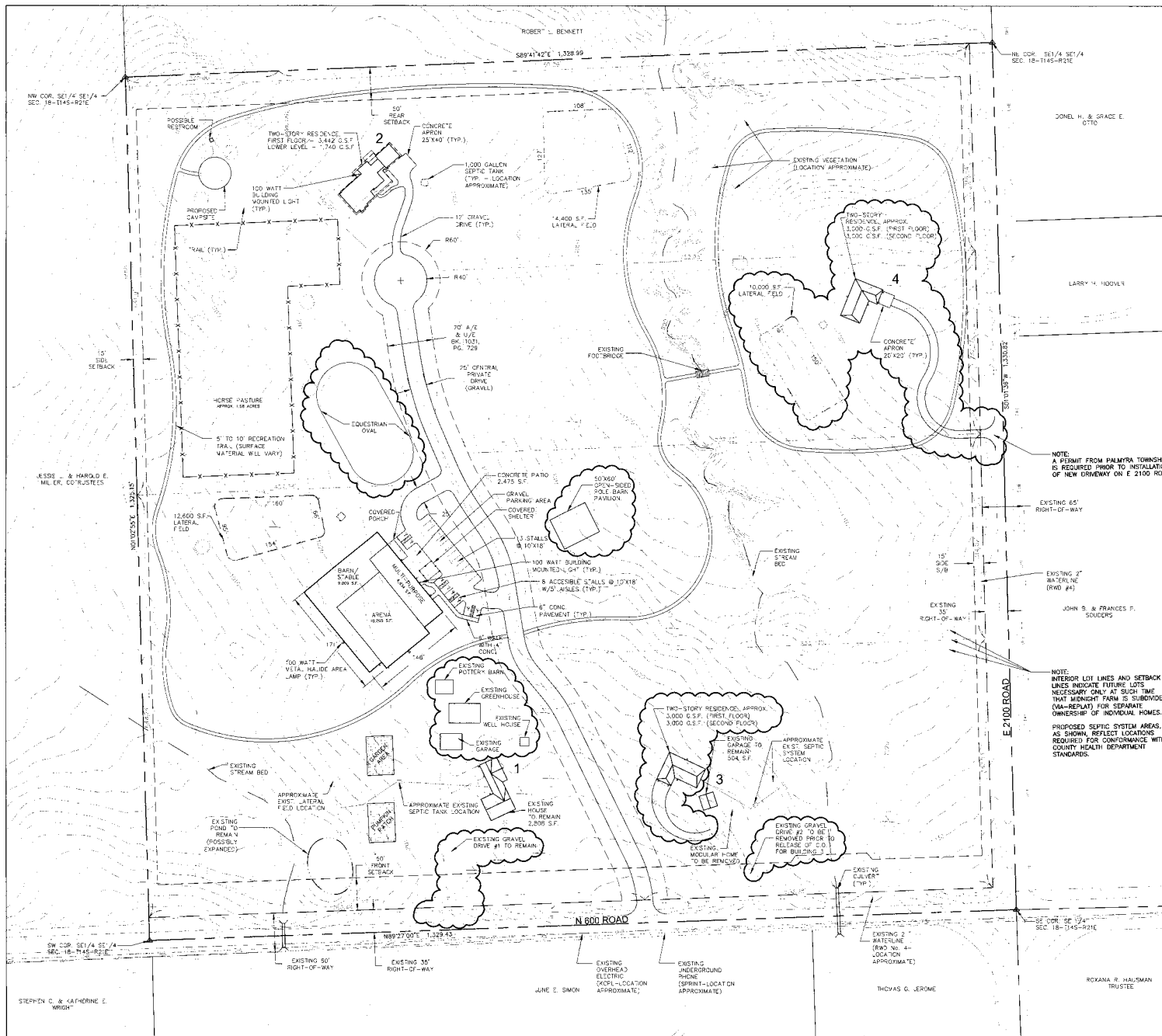
September, 2016

Community Living Opportunities, Inc. (CLO)
2113 Delaware Street
Lawrence, KS 66046

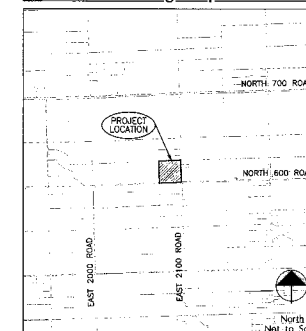
This following statement is a written request for an extension of the Conditional Use Permit (CUP) for CLO's Midnight Farm.

Midnight Farm, located 7 miles south of Eudora, Kansas, is a 40-acre working-farm environment offering opportunities for people with disabilities to live, work, relax and pursue recreational activities in the countryside. CLO provides a variety of programs at Midnight Farm including special needs and horsemanship camps, a therapeutic equestrian program, day service programming for individuals with intellectual and developmental disabilities (I/DD) and various tours, field trips and special events. Midnight Farm welcomes individuals, groups and businesses from the community who volunteer, donate and are involved other ways, such that the benefits of Midnight Farm are shared by all and opportunities for community interaction are increased for the people CLO serves. In 2015, more than 5391 volunteer hours were donated to the various programs of Midnight Farm by individuals from the surrounding communities. This number speaks volumes to the dedicated volunteers and types of programs Midnight Farm offers to the people served and the surrounding communities.





Location & Zoning Map



Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION EIGHTEEN TOWNSHIP FOURTEEN SOUTH, RANGE TWENTY-ONE EAST, OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, CONTAINING 40.52 ACRES MORE OR LESS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD

General Notes

- [illegible]

Site Summary

GROSS AREA:	1,765,061 s.f. / 40.52 ac
PROPOSED BUILDING AREA:	38,302 s.f. / 0.88 ac
PROPOSED PAVEMENT AREA:	75,920 s.f. / 1.74 ac
OPEN SPACE AREA:	1,650,829 s.f. / 37.90 ac

Estimated Phasing Plan

NOTE: BUILDING 1 WILL BE OCCUPIED BY HOST FAMILIES PRIOR TO CONSTRUCTION OF THE MULTI-PURPOSE BUILDING. OTHERWISE, TIMING OF CONSTRUCTION OF THE MULTI-PURPOSE BUILDING WILL BE INDEPENDENT OF THE PHASING PLAN DESCRIBED ABOVE.

Activity Summary

NUMBER OF PERMANENT RESIDENTS:	2 TO 8 PERSONS PER RESIDENCE; 8 TO 24 TOTAL RESIDENTS.
NUMBER OF OVERNIGHT CAMPERS:	AS MANY AS 15 PERSONS
HOURS/DAYS OF WEEKLY ACTIVITIES:	ACTIVITIES (EXCEPT OVERNIGHT CAMPING) MAY OCCUR DURING DAYLIGHT HOURS. PERMANENT WEEKENDS/ WEEKEND EVENTS MAY OCCUR DURING SPRING, SUMMER AND FALL SEASONS.
NUMBER OF WEEKLY ACTIVITIES:	AS MANY AS 18 ORGANIZED ACTIVITIES INVOLVING VISITORS MAY OCCUR DURING A SINGLE WEEK.
NUMBER OF PERSONS INCLUDED IN EACH WEEKLY ACTIVITY:	AS MANY AS 84 INDIVIDUALS (INCLUDING AS MANY AS 40 VISITING CONSUMERS AND THEIR SUPERVISORS) AND AS MANY AS 24 PERMANENT RESIDENTS MAY BE ON-SITE FOR AN ORGANIZED ACTIVITY OR EVENT.

A Conditional Use Permit Site Plan for

MIDNIGHT FARM

Baldwin City, Kansas

FILE COPY

THIS DOCUMENT IS FOR
PLANNING PURPOSES
ONLY---NOT FOR
CONSTRUCTION

208 Engineering
Landscape Architecture
Community Planning
Surveying

end of the Engineering & Technology

REVISIONS

01/20/02	FOR DEPT. COMMENTS
03/05/02	BUDG. 4 RELOCATION
03/19/02	ENST. STRUCTURE/

DATE:	7/20/
PROJECT NO:	201125
DWG. ID:	TRQ57C-CU
DESIGNED BY:	CLO/LP
DRAWN BY:	LP
CHECKED BY:	B

SHEET NO.

SHEET NO. 1 OF 1

E2100 Road at Intersection with N600

Traffic Volume Information



Memorandum

City of Lawrence-Douglas County

Planning & Development Services

TO: Board of County Commissioners

CC: Craig Weinaug, County Administrator

FROM: Mary Miller, Planner

Date: October 18, 2016

RE: Dust palliative program recommended for **CUP-16-00403**; renewal of Midnight Farm, 2084 N 600 Road

The County Engineer earlier this year received a complaint from a property owner about dusty conditions on E 2100 Road between N 700 Road (Route 460) and N 600 Road, and on N 600 Road between E 2100 Road and E 2200 Road (Route 1061). The property owner felt Midnight Farm related traffic had increased traffic counts on these roads above what would normally be expected for local rural roads. The property owner questioned if the County and/or Township should be responsible for applying dust palliative to these roads since the County approved the Midnight Farm CUP.

The County Engineer indicated that, while the traffic counts provided in Attachment C of the staff report are not substantially higher than other township roads, he does feel that Midnight Farm does significantly increase traffic on these roads. He recommends that Midnight Farm participate in the user-fee dust palliative program for the following sections of roads:

1. E 2100 Road, between N 700 Road, a paved road, and N 600 Road (Midnight Farm); and
2. N 600 Road between E 2100 Road (Midnight Farm) and E 2200 Road, a paved road.

Typically, dust palliative is applied in 500 ft lengths in front of residences along the designated route. Residences located along the routes are shown in Figure 1.

Using Figure 1 to make an estimate, approximately 2,500 linear ft would be required along both N 600 Rd. and E 2100 Road. In some cases the houses are clustered so less treatment is necessary, or they are spaced so that the small separation between should also be treated.

Dust palliative currently costs approximately \$1.40 per linear foot so this improvement would cost approximately \$7,000 per year. If the County Commission votes to require that Midnight Farm participate in the dust palliative program for these sections of road, the County Engineer would prepare a final graphic showing the portions of the roadway to be included in the program and the cost.

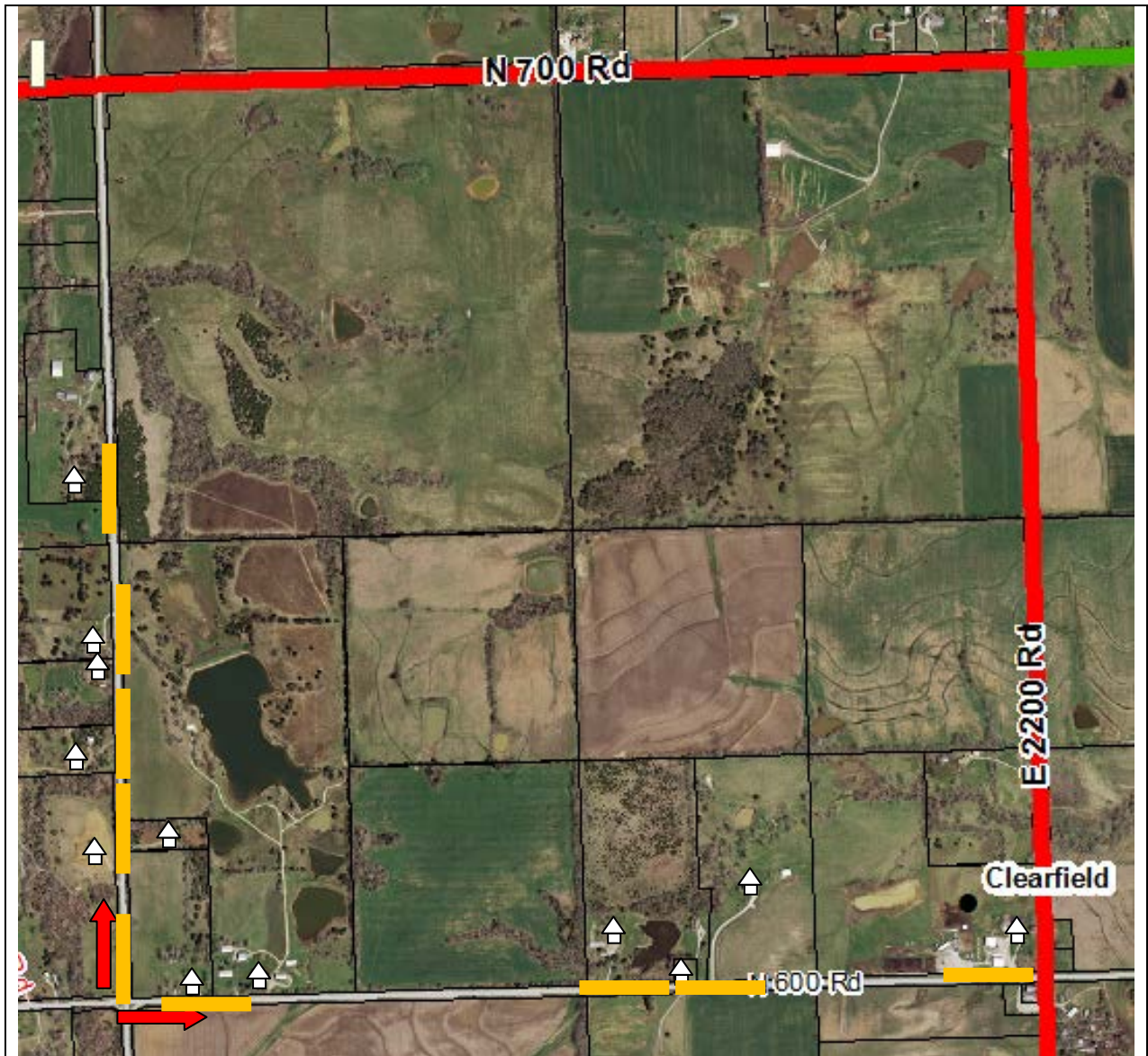


Figure 1. Residences on designated portions of E 2100 and N 600 Road, with graphic showing approximate location of 500 ft palliatization. (Each gold bar is approximately 500 ft in length.) The second residence on N 600 Road would require an additional length, but not the full 500 ft.