

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, MARCH 29, 2017

4:00 p.m.

-Proclamation declaring April as "Child Abuse & Neglect Prevention Month" (Jenn Preston)

-Proclamation stating April 3-7, 2017 is "Public Health Week" in Douglas County (Dan Partridge)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Affirm Notice to Township Board for Poor Farm Restaurant and The Clinton Store to sell Cereal Malt Beverages located at 598 N 1109 Road as approved by the County Administrator (Clerk's Office);
- (c) Consider approval of Cereal Malt Beverage License for Poor Farm Restaurant and The Clinton Store (Clerk's Office);
- (d) Acceptance of bids for Various Signs, Posts and Miscellaneous Materials (Keith Browning);
- (e) Consider approval of bids for Noxious Weed Herbicide (Keith Browning);
- (f) Consider approval of Crushed Rock Bids for Road Maintenance (Keith Browning);
- (g) Consider Approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2017 Maintenance Season (Keith Browning);
- (h) Consider recommendation to modify the AID Program Contract with Bert Nash (Gary Bunting);
- (i) Consider recommendation of Maintenance Contract of Youth Services Security System (Pam Weigand);
- (j) Consider approving Douglas County's participating in the Outreach, Prevention and Early Intervention Services Program with a funding match of \$225,000 (Dan Partridge);
- (k) Consider acquisition of easement for Project No. 2015-05 for County Route 458 additional tracks (Michael Kelly);
- (l) Agenda approval of contract for bridge deck overlays Bridge Nos. 21.30N-06.15E, 07.25N-06.50E, 18.00N-11.24E, 00.64N-05.50E, Project No. 2015-70 (Keith Browning); and
- (m) Consider approval of revised proposed Lone Star Lake Park Regulations. (Keith Browning).

REGULAR AGENDA

- (2) Update on the Douglas County Heritage Conservation Council and Heritage Sites Program (Jan Shupert-Arick)
- (3) Presentation on Freedom's Frontier National Heritage Area (Jim Ogle)-No backup
- (4) 2017-2018 Employee Health and Wellness Update (Jill Jolicoeur)-backup to follow
- (5) Consider resolution amending criteria for daily declarations of burn bans (Smith/Weinaug)

RECESS

RECONVENE

6:00 p.m.

- (6) CUP-16-00069: Conditional Use Permit, King's Borrow Area and Landfill; N 1300 Rd & E 1750 Rd. Submitted by Landplan Engineering PA, for Dan King, Denise King, Kent King & Patricia King, property owners of record. *(The BoCC approved CUP-16-00069 for a borrow pit but denied the request for a recycling facility at their May 11, 2016 meeting. The CUP application has been revised to remove the recycling facility, expand the borrow area, and fill the existing ponds/borrow pits with clean rubble.)* Mary Miller is the Planner.

(7) **SP-17-00053**: Site plan for the conversion of a house into a Church use, located on approximately 10.4 acres at 1149 E 1500 Rd. Submitted by Johnson Group, LLC, for Roy G. and Marilyn J. Chaney, property owners of record. Mary Miller is the Planner.

(8) Consider approval of Accounts Payable (if necessary)

(b) Appointments

-MPO Bicycle Advisory Committee (2) positions

-Community Corrections (1) position

-Board of Zoning Appeals (1) position 10/16

-Lawrence-Douglas County Mental Health Board – (1) joint position 04/17

-Lawrence-Douglas County Housing Authority Board (1) position 06/17

-Metropolitan Planning Commission – Positions (2) 05/17

(c) Public Comment

(d) Miscellaneous

(9) Adjourn

WEDNESDAY, APRIL 5, 2017

-Proclamation declaring April 2017 as “Sexual Assault Awareness Month” (Rachel Gadd-Nelson)

-Health Department Annual Report (Dan Partridge)

-A County Resolution for Text Amendment, TA-15-00571, to the Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas to add Wind Energy Conversion Systems. The Text Amendment was approved by County Commission on 6/22/16. Tonya Voigt is the staff contact.

WEDNESDAY, APRIL 12, 2017

-proclamation (Clinton Lake Historical Society) (Denise -/Jan Shupert-Arick)

WEDNESDAY, APRIL 19, 2017

WEDNESDAY, APRIL 26, 2017

- 2016 Economic Development Report (Britt Crum-Cano)

***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.*



Office of the County Commission

P R O C L A M A T I O N
CHILD ABUSE PREVENTION MONTH
APRIL 2017

WHEREAS, children are key to the county's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, child abuse and neglect can be prevented by supporting and strengthening families in Douglas County, Kansas through the 5 Protective Factors: 1. Nurturing and Attachment, 2. Knowledge of Child/Youth Development, 3. Parental Resilience, 4. Social Connections and 5. Concrete Supports for Parents; and

WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

WHEREAS, by providing safe, stable and nurturing relationships for our children, free of violence, bullying, abuse and neglect, we can ensure that the county's children will grow to their full potential as the next generation of leaders, helping to secure the future of this county, state and nation.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim April 2017 as "Child Abuse Prevention Month."

ADOPTED this 29th day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chairman

Nancy Thellman

Michelle Derusseau



Office of the County Commission

P R O C L A M A T I O N

PUBLIC HEALTH WEEK IN DOUGLAS COUNTY

APRIL 3-7, 2017

WHEREAS, Good health and quality of life for everyone in Douglas County is an important goal for our community; and

WHEREAS, The role of public health is to protect promote and restore the public's health; and

WHEREAS, The health of our community depends on many factors – such as individual health behaviors, education, jobs, quality of health care and the environment; and

WHEREAS, National Public Health Week provides the focused opportunity for the public to learn about our communities public health concerns and success stories; and

WHEREAS, Action by community leaders to implement policy changes that promote the community health plan goals of healthy eating, active living, reduced poverty, improved access to health care and mental health care will make our community a healthier place to live for current and future generations.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim the week of April 3-7, 2017 as

“PUBLIC HEALTH WEEK”

ADOPTED this 29th day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chairman

Nancy Thellman

Michelle Derusseau

RESOLUTION _____

WHEREAS, on the **29th day of March 2017**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Poor Farm Restaurant** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Poor Farm Restaurant** is qualified under the law to sell cereal malt beverages for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Poor Farm Restaurant** granted a license to sell cereal malt beverage for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

RESOLUTION _____

WHEREAS, on the **29th Day March 2017**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of Clinton Store for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said Clinton Store is qualified under the law to sell cereal malt beverages not for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **The Clinton Store** granted a license to sell cereal malt beverage not for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2017 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **POOR FARM RESTAURANT**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

598 N 1190 RD, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2016 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 29th Day of March, 2017

Attest: _____
County Clerk

Chairman

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2017 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: The Clinton Store

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**598 N 1190 Rd, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County,
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the
board of County Commissioners.**

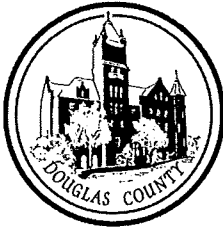
**This License will expire 12:00 midnight December 31, 2016 unless sooner revoked, is not transferable, nor will any
refund be allowed thereon.**

Done by the Board of County Commissioners of Douglas County, Kansas

This 29th Day of March, 2017

**Attest: _____
County Clerk**

**_____
Chairman**



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 16, 2017

Re : Consent Agenda Acceptance of Bids for Various Signs, Posts and Miscellaneous Materials

Bids for finished signs, cut out lettering, fluorescent signs, steel posts, and miscellaneous accessories were opened March 15, 2017. Attached is a listing of all bids received. The following awards are recommended:

Vendor	Bid Item	Amount
Vulcan	Finished Signs	\$10,409.72
Vulcan	Cut Out Lettering	\$123.75
Vulcan	Fluorescent Signs	\$1,560.41
Osburn Association	Misc. Items-Private Road Signs	\$31.80
Osburn Association	Misc. Items-Look Again Signs	\$25.44
The Work Zone	Misc. Items- Yellow Markers	\$510.00
The Work Zone	Misc. Items-White Markers	\$340.00
Custom Products Corp	Misc. Items-Yellow Tape	\$464.30
Custom Products Corp	Misc. Items-White Tape	\$278.58
Total:		\$13,744.00

The 2017 budget for Road & Bridge Fund has \$37,500 allocated for Signs and Accessories.

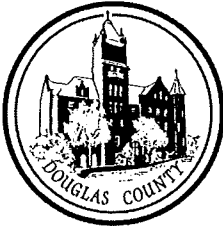
Action Required: Consent Agenda approval to award bids for various signs and miscellaneous materials as recommended by the Director of Public Works.

BID TAB FOR SIGNS AND ACCESSORIES
 BID NO. 17-F-0009 - Bid Opening Date: March 15, 2017 at 3:00pm

	<u>VENDOR</u>	<u>Finished Signs</u>	<u>Cut-Out Lettering</u>	<u>Fluorescent Signs</u>	<u>Misc. Items-Private Road Sign</u>	<u>Misc. Items-Look Again Sign</u>	<u>Misc. Items-Yellow Markers</u>	<u>Misc. Items-White Markers</u>	<u>Misc. Items-Yellow Marking Tape</u>	<u>Misc. Items-White Marking Tape</u>
1	Vulcan	\$10,409.72	\$123.75	\$1,560.41	\$35.05	\$25.64	No Bid	No Bid	No Bid	No Bid
2	Traffic Supplies	\$18,400.16	\$375.00	\$2,541.50	\$62.50	\$42.00	\$975.00	\$650.00	\$1,200.00	\$720.00
3	The Work Zone	No Bid	\$156.25	No Bid	No Bid	No Bid	\$510.00	\$340.00	\$599.00	\$359.40
4	J & A Traffic	No Bid	\$155.20	No Bid	No Bid	No Bid	\$765.00	\$510.00	\$830.00	\$498.00
5	Osburn Association	\$11,148.32	\$338.75	\$1,616.64	\$31.80	\$25.44	No Bid	No Bid	No Bid	No Bid
6	MD Solutions	No Bid	\$146.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
7	National Signs	\$13,683.00	\$187.50	\$2,172.00	\$125.00	\$50.00	\$1,575.00	\$1,050.00	\$680.00	\$408.00
8	Newman Signs	\$13,094.03	\$224.50	\$1,586.82	\$64.15	\$38.14	\$825.00	\$490.00	\$630.00	\$432.00
9	Custom Products Corp	\$16,144.03	\$136.75	\$3,056.50	\$130.00	\$78.00	\$1,005.00	\$670.00	\$464.30	\$278.58
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Laura Glass for
 Director of Public Works: Keith A. Browning, P.E.
 Date:

Heather Dill for
 County Clerk: Jamie Shew



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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 *KB*
Laura Glass, Administrative Services Manager *LG*

Date : March 16, 2017

Re : Consent Agenda Approval of Bids for Noxious Weed Herbicides

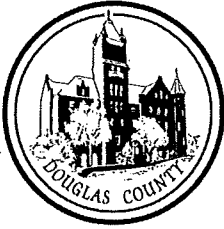
Bids were opened on March 15, 2017 for the supply of herbicides to treat noxious weeds. These herbicides are used to supply private landowners (at 75% of the county's cost plus shipping and handling) and for treating noxious weeds on county owned or maintained land. Bids were received from six suppliers, as shown on the attached bid tabulation.

The recommended bids are as follows:

Herbicide	Quantity	Unit Cost	Total Cost	Vendor
Picloram 22K	300 gal.	\$45.29	\$13,587.00	Crop Production Services
2,4-D Amine	1080 gal.	\$9.14	\$9,871.20	Crop Production Services
Glyphosate	720 gal.	\$9.45	\$6,804.00	Sims Fertilizer
PastureGard HL	300 gal.	\$88.75	\$26,625.00	Sims Fertilizer
Escort XP	448 oz.	\$2.12	\$949.76	Crop Production Services

Action Required: Consent Agenda acceptance of the low bid from suppliers noted above.

[illegible]



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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*
Laura Glass, Administrative Services Manager *LG*

Date : March 16, 2017

Re : Consent Agenda Approval of Crushed Rock Bids for Road Maintenance

Sealed bids were opened March 15, 2017 for crushed rock aggregates used for road and bridge maintenance. Bid tabulation is attached.

This department requests the BOCC accept the following bids:

<u>Type of Aggregate</u>	<u>Vendor</u>	<u>Quantity (tons)</u>	<u>Quarry</u>	<u>Unit Price</u>
Shot Rock	Mid-States	100-1500	Big Springs	\$12.50
	Mid-States	100-1500	Edgerton	\$11.00
	Mid-States	100-1500	Globe	\$11.00
AB-3	Hamm	100-2000	Eudora	\$8.90
	Hamm	100-2000	Buchheim	\$8.50
	Mid-States	100-2000	Big Springs	\$7.90
	Mid-States	100-2000	Edgerton	\$7.30
	Mid-States	100-2000	Globe	\$8.60
Surfacing Material (Road Rock Special)	Hamm	100-3000	Eudora	\$9.10
	Mid-States	100-3000	Big Springs	\$9.85
	Mid-States	100-3000	Globe	\$9.85
Stone for Rip Rap	Mid-States	100-1500	Big Springs	\$23.00
	Mid-States	100-1500	Edgerton	\$23.00
	Mid-States	100-1500	Globe	\$23.00
Stone for Aggregate (Ditch Lining)	Mid-States	100-2000	Big Springs	\$23.00
	Mid-States	100-2000	Edgerton	\$23.00
	Mid-States	100-2000	Globe	\$23.00

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

The Road & Bridge Fund has \$226,500 allocated in the Road Rock, Rip Rap and Special Aggregate line items. There is an additional \$11,700 in the Parks budget for Rip Rap.

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

Bid for Various Aggregates**Bid No. 17-F-0010 - March 15, 2017 @ 3:00 P.M.****SHOT ROCK**

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
Martin Marietta		Sunflower			
	100-1500	\$11.30			
Hamm		No Bid			
	100-1500				
Mid-States		Big Springs	Edgerton	Globe	
	100-1500	\$12.50	\$11.00	\$11.00	
	100-1500				

AB-3

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
Martin Marietta		Sunflower			
	100-2000	\$7.85			
Hamm		Eudora	Buchheim	North Lawrence	
	100-2000	\$8.90	\$8.50	\$8.50	
Mid-States		Big Springs	Edgerton	Globe	
	100-2000	\$7.90	\$7.30	\$8.60	
	100-2000				

SURFACING MATERIAL -**ROAD ROCK SPECIAL**

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
Martin Marietta		Sunflower			
	100-3000	\$8.90			
Hamm		Eudora	Buchheim	North Lawrence	
	100-3000	\$9.10	No Bid	\$9.85	
Mid-States		Big Springs	Edgerton	Globe	
	100-3000	\$9.85	\$9.85	\$9.85	
	100-3000				

Bid for Various Aggregates**Bid No. 17-F-0010 - March 15, 2076 @ 3:00 P.M.****STONE FOR RIP RAP**

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$/Ton	\$/Ton
Martin Marietta		Sunflower			
	100-1500	\$20.00			
Hamm		No Bid			
	100-1500				
Mid-States		Big Springs	Edgerton	Globe	
	100-1500	\$23.00	\$23.00	\$23.00	
	100-1500				

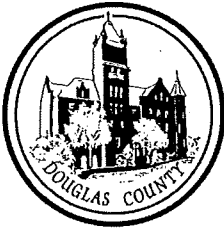
STONE FOR AGGREGATE DITCH LINING

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$/Ton	\$/Ton
Martin Marietta		Sunflower			
	100-2000	\$18.00			
Hamm		No Bid			
	100-2000				
Mid-States		Big Springs	Edgerton	Globe	
	100-2000	\$23.00	\$23.00	\$23.00	
	100-2000				

Laura Glass (for) _____
 Keith A. Browning, P.E.
 Director of Public Works

Date _____

Heather Dill (for) _____
 Jamie Shew
 Douglas County Clerk



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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*
Laura Glass, Administrative Services Manager *LG*

Date : March 16, 2017

Re : Consent Agenda Approval of Hot Mix Asphalt (HMA) Supply Contracts for the 2017 Maintenance Season

Bids were opened on March 15, 2017 for the supply of hot mix asphalt material for use during the 2017 road maintenance season. We requested bids for varying ranges of quantities. The bid tabulation is attached.

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

Hamm, Inc	2,501 – 5,500 tons	\$40.00/ton
Killough Construction, Inc	500 – 2,500 tons	\$42.00/ton
Bettis Asphalt & Construction, Inc	500 – 2,500 tons	\$46.55/ton

It is anticipated that a total of approximately 8,000 – 12,000 tons will be needed this year. Awarding the supply contracts to more than one producer ensures we are able to get asphalt material if one plant is down or otherwise cannot supply the material.

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

The 2017 budget for Road & Bridge Fund has \$575,000 allocated for BM-2 hot mix asphaltic concrete.

Action Required: Approve the supply contracts for 2,501 to 5,500 tons of Hot Mix Asphalt from Hamm, 500 to 2,500 tons from Bettis Asphalt & Construction and 500 to 2,500 tons from Killough Construction for the 2017 road maintenance season.

BID TAB FOR HOT MIX ASPHALT (HMA)							
Bid No. 17-F-0008							
Open @ 3:00 p m, March 5, 2017							
<u>VENDOR</u>	Quantity	Unit Cost		Quantity	Unit Cost		Quantity
	<u>Tons</u>	Per Ton		<u>Tons</u>	Per Ton		<u>Tons</u>
Killough	500-2,500	\$ 42.00		2,501-5,500	\$ 42.00		5,501-8,500
Bettis	500-2,500	\$ 46.55		2,501-5,500	\$ 46.55		5,501-8,500
Hamm	500-2,500	\$ 42.25		2,501-5,500	\$ 40.00		5,501-8,500
	500-2,500			2,501-5,500			5,501-8,500
	500-2,500			2,501-5,500			5,501-8,500
Laura Glass				Heather Dill			
Director of Public Works: Keith A. Browning		County Clerk: Jamie Shew					Date:

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: March 8, 2017

Subject: Consider Recommendation to Modify the AID Program Contract with Bert Nash

The Douglas County Sheriff's Office is requesting permission to modify a contract previously approved by the Board of County Commissioners. This contract is with Bert Nash for the AID Program grant that the County was awarded by U.S. Department of Justice. The reason for the modification is due to salary and benefit differences between the awarded grant and the rate of pay at which employees were hired. At the time of the grant submission, the pay rate for the two mental health professionals was lower than when the grant was approved and funding was available. The estimated additional cost above our grant award will be approximately \$5,373.50. This funding is currently available in the 2017 jail medical contracts line item.

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

AGREEMENT

This Agreement is entered into effective the 1st day of January, 2017, 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, 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, 2017 through December 31, 2017, the Sheriff agrees to pay Provider a total of \$81,627.00 in twelve equal monthly installments of \$6,802.25 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 January 1, 2017 and terminate on December 31, 2017.

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: _____
Chair of the Board of County Commissioners

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 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.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation of Maintenance Contract of Youth Services
Security System

DATE: March 20, 2017

In 2011 the Board approved a contract with Stanley Security Solutions for a security system upgrade at our Youth Services Facility. As part of this contract staff extended the original two year warranty to five years at a pre-paid negotiated rate. The service and support contract is scheduled to conclude on April 1, 2017.

In considering the future contract for service and support, Stanley Convergent Security Solutions has proposed to lock into an annual rate of \$11,602.92 for the next five years. These terms are in line with what is allowed under the purchasing policy, and typically would be subject to a percentage increase annually.

While there are other service providers for security systems, staff's preference is to continue their service and support with Stanley Security Solutions. Pam Weigand will be available at the meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners authorizes staff to establish a new service and support agreement with Stanley Convergent Security Solutions, Inc. in an amount of \$11,602.92 annually/\$58,014.60 over the five years.

MEMORANDUM

DATE: 03/20/17

TO: Commissioner Mike Gaughan
Commissioner Nancy Thellman
Commissioner Michelle Derusseau
County Administrator Craig Weinaug
Assistant County Administrator Sarah Plinsky

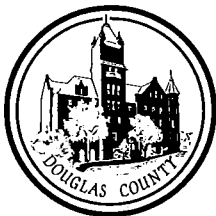
FROM: Director of Administrative Services Jennie Henault

RE: State Fiscal Year (SFY) 2018 Medicaid Match

In 2009, the Lawrence-Douglas County Health Department (LDCHD) Board of Health entered into a contract with the Kansas Health Policy Authority to provide a Healthy Families America program in Douglas County. The contract has since been moved to the Kansas Department of Health and Environment (KDHE).

All contracts for Healthy Families Kansas Programs must be between KDHE, the County Board of Commissioners and the local health department. Therefore we are asking you to consider the attached letter and if agreeable, sign the document so that we may continue to provide the Healthy Families program. Your signature on this letter does not obligate you to expend any additional County funds.

CC: Dan Partridge



DOUGLAS COUNTY COMMISSIONERS

Douglas County Courthouse
1100 Massachusetts Street, Unit 203
Lawrence, KS 66044-3064
(785) 832-5268 Fax (785) 832-5148
www.douglas-county.com

March 20, 2017

Kansas Department of Health and Environment
Attn: Julie Figgs, Contracts & Procurement Manager
900 SW Jackson, 9th Floor North
Landon State Office Building
Topeka, KS 66612-1220

Dear Ms. Figgs:

The Douglas County Commissioners wish to participate in the Outreach, Prevention and Early Intervention Services program and understand that a match is required. The source for matching dollars will be from local taxes which will be sent to the Lawrence-Douglas County Health Department and there are adequate tax funds to provide the \$225,000 match.

Sincerely,

Mike Gaughan, Chairman
Board of County Commissioners
Douglas County, Kansas



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 : March 24, 2017

RE : Project No. 2015-05; County Route 458; Acquisition of Easement;
Consent agenda

As you are aware Douglas County plans to improve County Route 458, from the intersection of N1156 Rd (near the south end of the Clinton Lake dam) south and west a distance of approximately 4 miles, by adding 6.5 ft. shoulders as well as pavement rehabilitation. The project is scheduled to begin late spring 2017 although utility relocations are underway.

Negotiations with landowners (for easement) are nearing completion and agreements have now been concluded for 2 additional parcels. The total amount for the attached contracts is \$80,411.00.

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 to authorize the Chair to affix his signature to the CONTRACT's FOR HIGHWAY PURPOSES for Project No. 2015-05.

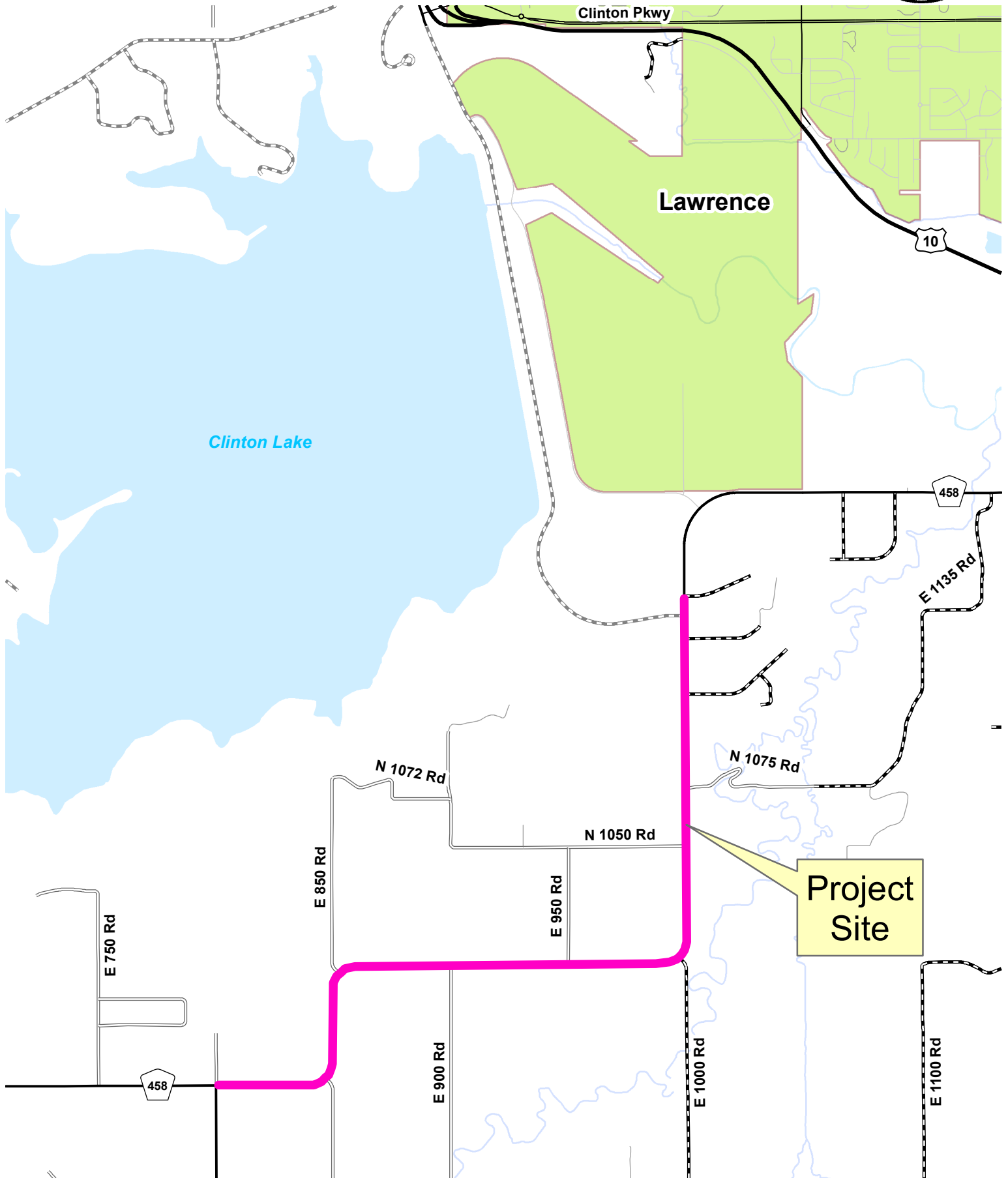
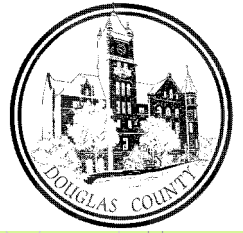
Project No. 2015-05

Route 458

General Location Map



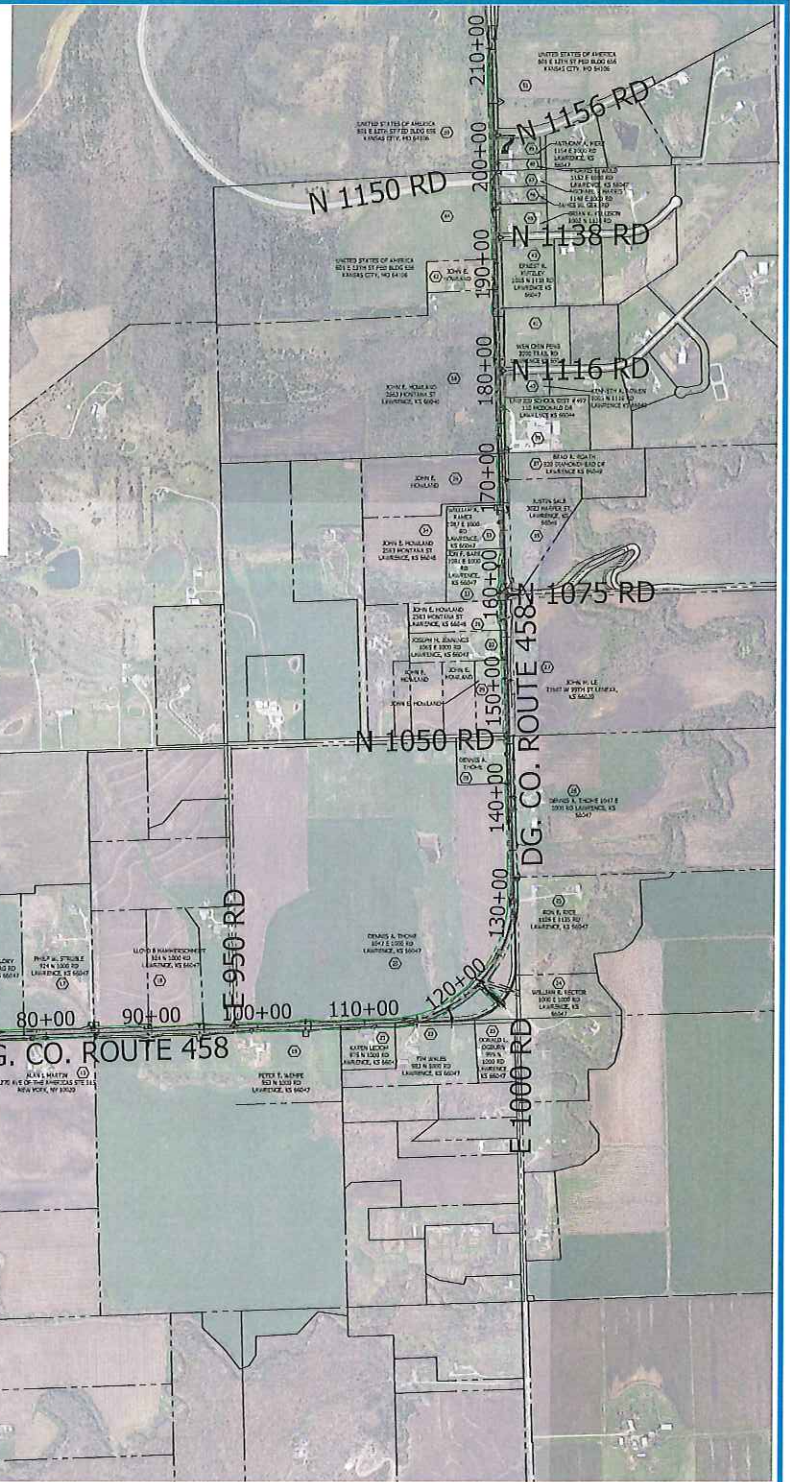
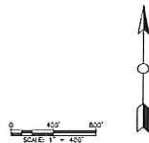
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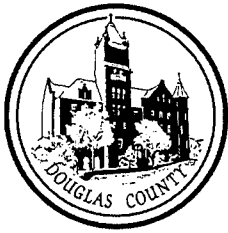




ROUTE 458 IMPROVEMENTS

OVERALL LAYOUT





DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 24, 2017

Re : Consent Agenda approval of contract for bridge deck overlays
Bridge Nos. 21.30N-06.15E, 07.25N-06.50E, 18.00N-11.24E, 00.64N-05.50E
Project No. 2015-70

Bids were opened March 17 for multi-layer polymer concrete overlays for the referenced four bridges. We received three bids as shown on the attached bid tabulation and as follows:

Bidder:	Total Bid:
Bettis Asphalt & Const. Co.	\$284,505.50
PCI Roads	\$328,507.07
Mill Valley Construction	\$361,409.87
<i>Engineer's Estimate</i>	<i>\$520,575.00</i>

The multi-layer polymer concrete overlays will protect the bridge decks against deterioration and extend the service life of the bridges. Traffic will be reduced to one lane only during the work on each bridge. For Bridge No. 21.30N-06.15E, the bridge carrying Route 1029 over the Kansas River at Lecompton, a temporary traffic signal will control alternating traffic in one lane. For the other bridges, traffic will be controlled using flaggers.

We plan for work to begin between April 24 and May 8, weather permitting. We anticipate the work taking approximately two months to complete.

We recommend accepting the low bid and contracting with Bettis Asphalt & Construction for this work. We request authorization to approve change orders totaling up to 10% of the contract amount.

Action Required: Consent Agenda approval of a contract with Bettis Asphalt & Construction Co. in the low bid amount of \$284,505.50 for Project No. 2015-70, multi-layer polymer concrete overlays for Bridge Nos. 21.30N-06.15E, 07.25N-06.50E, 18.00N-11.24E, and 00.64N-05.50E, and authorization for the Public Works Director to approve change orders totaling up to 10% of the contract amount.

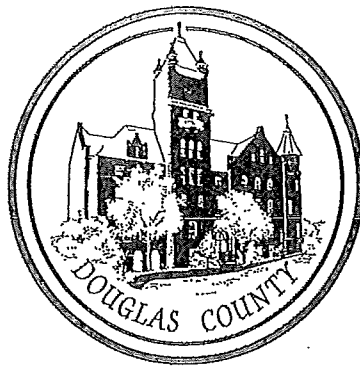
DOUGLAS COUNTY PUBLIC WORKS
PROJECT NO. 2015-70 MULTI-LAYER POLYMER CONCRETE OVERLAY
BRIDGES 06.64N-05.50E; 07.25N-06.50E; 18.00N-11.24E; 21.30N-06.15E
BID TABULATION
March 17, 2017

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		Bettis Asphalt & Construction Co.		PCI Roads, LLC		Mill Valley Construction, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	L.S.	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$22,650.00	\$22,650.00	\$15,000.00	\$15,000.00
2	MULTI-LAYER POLYMOER CONCRETE OVERLAY	S.Y.	7,186	\$60.00	\$431,160.00	\$33.50	\$240,731.00	\$39.25	\$282,050.50	\$40.00	\$287,440.00
3	WORK ZONE SIGNS (0.00-9.25 SQ. FT.)	EADA	232	\$1.00	\$232.00	\$0.55	\$127.60	\$0.01	\$2.32	\$0.01	\$2.32
4	WORK ZONE SIGNS (9.26-16.25 SQ. FT.)	EADA	196	\$2.00	\$392.00	\$0.55	\$107.80	\$5.00	\$980.00	\$5.50	\$1,078.00
5	WORK ZONE WARNING LIGHT (TYPE A)	EADA	125	\$1.00	\$125.00	\$0.10	\$12.50	\$0.01	\$1.25	\$0.01	\$1.25
6	CHANNELIZER (PORTABLE)	EADA	2,146	\$1.00	\$2,146.00	\$0.10	\$214.60	\$0.50	\$1,073.00	\$0.55	\$1,180.30
7	PAVEMENT MARKING (TEMP) (4" SOLID) (TYPE 1 TAPE)	STA LINE	68	\$100.00	\$6,800.00	\$90.00	\$6,120.00	\$85.00	\$5,780.00	\$90.00	\$6,120.00
8	PAVEMENT MARKING REMOVAL	L.F.	1,360	\$2.00	\$2,720.00	\$0.95	\$1,292.00	\$0.75	\$1,020.00	\$0.80	\$1,088.00
9	TRAFFIC SIGNAL INSTALLATION (TEMP)	L.S.	1	\$25,000.00	\$25,000.00	\$3,750.00	\$3,750.00	\$6,450.00	\$6,450.00	\$40,000.00	\$40,000.00
10	TRAFFIC CONTROL (INITIAL SETUP)	L.S.	1	\$5,000.00	\$5,000.00	\$2,150.00	\$2,150.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
11	TRAFFIC CONTROL (TWO LANES WITH ONE LANE CLOSED)	L.S.	1	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
12	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TOTAL -					\$520,575.00		\$284,505.50		\$328,507.07		\$361,409.87

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk



6

DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2015-70

MULTI-LAYER CONCRETE POLYMER OVERLAY
BRIDGE 06.64N-05.50E
BRIDGE 07.25N-06.50E
BRIDGE 18.00N-11.24E
BRIDGE 21.30N-0615E

BID #17-F-0002

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Michelle Derussau, Member

Approved By:

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

Date: 2/20/2017

C

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

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<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

15-11003 - AGGREGATES FOR CONCRETE NOT PLACED ON GRADE
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DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Friday, March 17, 2017, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2015-70 consists of sandblasting the bridge decks, placing a Multi-Layer Polymer Concrete Overlay, Temporary Traffic Signal, Temporary Pavement Marking, and Traffic Control on four (4) bridges throughout Douglas County.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2015-70", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Fifty Dollar (\$50.00) non-refundable deposit is required per set, which includes one "11 x 17" set of plans and a copy of the contract documents and specifications. The contract documents, specifications, and plans become the property of the prospective bidder and are not returnable. Copies of the contract documents, specifications, and plans are on file and open for public inspection at the Office of the County Engineer.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or a BID BOND for not less than Five Percent (5%) of the base bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.

The Board of County Commissioners of Douglas County, Kansas reserve the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Commission deems best suited to accomplish the work.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 2/20/2017

Publication Date: Friday, February 24, 2017
Saturday, March 4, 2017

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2015-70" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2015, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

BID BOND – DELETE item and ADD – The approved form of security, executed by the bidder and his surety or sureties, guaranteeing the execution of a satisfactory contract and the filing of an acceptable contract bond if the bidder's offer is accepted. The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

CONTRACT - DELETE item and ADD - The written agreement between the Board of County Commissioners of Douglas County, Kansas, and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract shall include the Contract Documents, which shall include the Proposal, Plans, Specifications, Contract Drawings, Supplemental Specifications, Special Provisions, Contract, Performance and Maintenance Bond, and the Statutory Bond, and also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND - DELETE item and ADD - The Statutory Bond and the Performance and Maintenance Bond executed by the Contractor and his Surety, guaranteeing execution of the Contract and all Supplemental Agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

DEPARTMENT - ADD - Douglas County, Kansas, represented by its Board of County Commissioners.

ENGINEER - DELETE item and ADD - Douglas County, Kansas, or the Director of Public Works of Douglas County, Kansas, acting directly or through his authorized representatives on behalf of Douglas County, Kansas.

LABORATORY - ADD - The testing laboratory designated by the Engineer.

SPECIFICATIONS (Continued)

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-1120 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SECRETARY - DELETE item and ADD - COUNTY - Douglas County, Kansas, represented by its Board of County Commissioners.

STATE - DELETE item and ADD - COUNTY - Douglas County, Kansas represented by its Board of County Commissioners.

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 NOTICE TO CONTRACTORS (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 3755 E. 25th Street, Lawrence, Kansas 66046. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.2(a) Prequalification Requirements. - DELETE the first sentence beginning with "Before...." and ending with "...work" and ADD - Bidders shall be prequalified for the type and magnitude of work covered by this Contract with the Kansas Department of Transportation as of the date established for receiving and opening of bids and shall give signed permission, if requested by the Engineer, to Douglas County, Kansas, to obtain the bidder's qualification from the Kansas Department of Transportation. Bidders will be classified under one or more of the classifications listed under section 102.2(b).

102.11 BID BONDS - DELETE item and ADD - No Proposal will be accepted unless accompanied by a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the base bid and made payable to the Board of County Commissioners, Douglas County, Kansas. The full amount of the proposed guaranty shall be forfeited to the County in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory Contract and file Contract Bonds within twenty-one (21) days after the notice of the award of Contract.

The Guarantees of the two (2) lowest responsible bidders shall remain in full force until such time as the execution of a Contract has been completed by the successful bidder and satisfactory Contract Bonds have been furnished. The Guarantees will be returned after the above has been accomplished.

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2015-70", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

102.13 WITHDRAWING PROPOSALS BEFORE THE LETTING - DELETE item and ADD - A Proposal may be withdrawn after it has been delivered to the Office of the County Clerk, Courthouse, Lawrence, Kansas, by a letter or by written request of the bidder or his authorized representative in person, provided the request is in the hands of the County Clerk or Board of County Commissioners before the stipulated time for the opening of the Proposals.

102.14 REVISING PROPOSALS - DELETE item and ADD -A withdrawn Proposal may be corrected or altered in person by the bidder or his authorized representative and resubmitted before the stipulated time for opening of the Proposals.

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

103.3 CONTRACT BOND REQUIREMENTS - DELETE item and ADD - The successful bidder before entering into a Contract and within twenty-one (21) days after notice of the award of the Contract, shall execute a Statutory Bond and a Performance and Maintenance Bond in the form prescribed by the County and in the penal sum of the amount of the Contract, with a Surety to be approved by the County. The Statutory Bond and the Performance and Maintenance Bond shall be conditioned upon the faithful performance of the Contract and the payment of all indebtedness incurred for all labor, materials and supplies furnished therefore. The Bonds must be kept in full force for the time required by law and, if longer, during the applicable warranty periods. In the event the Surety or Bonding Company fails or becomes financially insolvent, then the Contractor shall, within five (5) business days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

103.4 (a) EXECUTING THE CONTRACT - DELETE this section and ADD - The successful bidder shall furnish satisfactory Bonds, certificate(s) of insurance, and sign the contract within twenty-one (21) days after notice of the award of Contract.

SPECIFICATIONS
(Continued)

103.5 FAILING TO EXECUTE THE CONTRACT - DELETE item and ADD - The failure of the successful bidder to execute a Contract and file Contract Bonds within twenty-one (21) days from the date of the notice of the award shall, at the option of the County, be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the County, not as a penalty but in liquidation damages sustained through delay.

In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

Section 109

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –: From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-1120 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) “Work Accomplished” and replace with the following – “The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-1120, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002
PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
COURTHOUSE
LAWRENCE, KANSAS 66044

1. Proposal of Bettis Asphalt & Construction for the performance of "Douglas County Project No. 2015-70", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within thirty-five (35) working days. The earliest anticipated date for the "Notice to Proceed" is April 24th, 2017. The latest anticipated date for the "Notice to Proceed" is May 8th, 2017.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

None

Dated

3/17/17

Bettis Asphalt & Construction
Name of Organization

By:

[Signature]
President 3/17/2017

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

SCHEDULE OF PRICES

LINE ITEM NO.	ROAD ITEMS	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	L.S.	1	20,000 ⁰⁰	20,000 ⁰⁰
2	MULTI-LAYER POLYMER CONCRETE OVERLAY	S.Y.	7,186	33 ⁵⁰	240,731 ⁰⁰
3	WORK ZONE SIGNS (0.00-9.25 S.F.)	EADA	232	0 ⁵⁵	127 ⁶⁰
4	WORK ZONE SIGNS (9.26-16.25 S.F.)	EADA	196	0 ⁵⁵	107 ⁸⁰
5	WORK ZONE WARNING LIGHT (TYPE A)	EADA	125	0 ¹⁰	12 ⁵⁰
6	CHANNELIZER (PORTABLE)	EADA	2,146	0 ¹⁰	214 ⁶⁰
7	PAVEMENT MARKING (TEMP) (4" SOLID)(TYPE 1 TAPE)	STA LINE	68	90 ⁰⁰	6,120 ⁰⁰
8	PAVEMENT MARKING REMOVAL	L.F.	1,360	0 ²⁵	1,292 ⁰⁰
9	TRAFFIC SIGNAL INSTALLATION (TEMPORARY)	L.S.	1	3,750 ⁰⁰	3,750 ⁰⁰
10	TRAFFIC CONTROL (INITIAL SET UP)	L.S.	1	2,150 ⁰⁰	2,150 ⁰⁰
11	TRAFFIC CONTROL (TWO LANES with ONE LANE CLOSED)	L.S.	1	8,000 ⁰⁰	8,000 ⁰⁰
12	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$2000.00	\$2000.00

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID

\$284,505⁵⁰

CONTRACTOR

two hundred eighty four thousand, ~~four~~ five
hundred five dollars & fifty cents

Travis Melton

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and _____, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the County as set forth in the General Clauses, the said Contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Specifications and Contract Drawings as approved and filed pursuant to law in the Office of the County Clerk of Douglas County, Kansas.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 11.

Article 3: It is hereby further agreed that Contractor will, for a period of twelve (12) months following the County's acceptance of the Contractor's work, at the request of County, correct any defects in the work due to faulty or defective materials or workmanship, without additional cost to the County; provided that neither final payment by the County nor the acceptance of the Contractor's work shall relieve Contractor, or its surety under the Performance and Maintenance Bond, from such obligation to cure any such defects.

Article 4: It is hereby further agreed that, at the completion of the work, and its acceptance by the County, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the Contract in accordance with the provisions of the General Clauses, will be paid the Contractor by the County within sixty (60) days after said completion and acceptance.

Article 5: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor shall be deemed to referring to the Contractor, his-her-theirs heirs, executors, administrators, successors, or assigns.

DOUGLAS COUNTY, KANSAS

PROJECT NO. 2015-70

BID #17-F-0002

CONTRACT (continued)

Article 6: It is hereby further agreed that any reference herein to the "Contract Documents" shall include all "Contract Documents" as specifically set out in the Specifications and are hereby made a part of this Contract as fully as if set out in length herein.

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part, respectively, have caused this agreement to be duly executed the day and year first hereinwritten, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as
Principal, and _____, a surety
company duly authorized to do business in the State of Kansas, as Surety, are held and firmly
bound unto the State of Kansas in the penal sum of _____
Dollars (\$_____) (the current amount of the
contract price between Principal and Owner) lawful money of the United States of America, for
the payment of which sum well and truly to be made, bind ourselves and our respective heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS,
the Principal has on the _____ day of _____, 20____, entered into a
written Agreement with the Board of County Commissioners of Douglas County, Kansas,
hereinafter called the Owner, for furnishing labor, equipment, material, and supplies used or
consumed in connection with the installation, construction of, or in making such improvements,
equipment, and services described in said Agreement, all in accordance with the plans,
specifications and other Contract Documents described therein and as supplemented and
otherwise changed during the project (the "Undertaking"). The Agreement (including but not
limited to the plans, specifications and other Contract Documents) is by reference made a part
hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal or any Subcontractor or Subcontractors of the
Principal shall pay all indebtedness incurred for the Undertaking as required under the Contract,
then this obligation shall become null and void; otherwise, it shall remain in full force and effect.
If the Principal or any Subcontractor or Subcontractors of the Principal fails to duly pay all
indebtedness incurred for the Undertaking as required under the Contract, then the Surety shall
pay the same in any amount not exceeding the amount of this obligation, together with any
interest and attorneys' fees as provided by law.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value
received, that no change, extension of time, modification, supplement, alteration or addition to
the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any
way affect its obligations on this bond. The Surety does hereby waive notice of any change,
extension of time, modification, supplement, alteration or addition to the terms or conditions of
the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond
shall be automatically increased or decreased by any change order(s) to the Contract as
approved by the Owner.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner be obligated for the payment of any bond premium.

The Surety and Principal agree that any persons interested shall have a direct right of action hereunder against the Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20__.

Principal

By: _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-70
BID #17-F-0002

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the Board of County Commissioners of Douglas County, Kansas, as Obligees, in the penal sum of _____ Dollars (\$_____) (the current amount of the contract price between Principal and Obligees), lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves, and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has, on _____, 20____, entered into a written Agreement with the Obligees for furnishing labor, equipment, material, and supplies in connection with the installation, construction of or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project. The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, obligation and part of the Contract, according to the true intent and meaning in each case, and hold the Obligees harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal or by reason of any injury to persons or property occasioned by the action of said Principal or its employees, and if said Principal maintains the improvement, equipment, and service as provided for in said Contract and make good all defects in materials and workmanship as required under the Contract, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal is, and is declared by the Obligees to be, in default under the Contract, the Surety shall remedy the default at its expense by promptly (a) completing the Contract in accordance with its terms and conditions, through its agents or independent contractors; or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the Obligees of the lowest and best bid, arrange for an agreement between such bidder and the Obligees, secured by payment and performance bonds, and pay to Obligees the final cost of such agreements less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s) to the Contract as approved by the Obligees; or (c) work out such other arrangements as are accepted by Obligees in writing. The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligees to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligees to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Obligee. Principal and Surety further stipulate and agree that acceptance, approval or certification of completion of work under the Contract and/or payment (final or otherwise) by Obligee shall not relieve the Principal or Surety from any liability for any failure to fully perform the Contract or any other obligation on this bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20____.

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).
Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety, certified to include the date of the bond.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an 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.

- (f) 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.
- (g) 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.
- (h) 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 (h) (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.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

GENERAL DESCRIPTION:

Douglas County Project 2015-70 consists of sandblasting the bridge decks, placing a Multi-Layer Polymer Concrete Overlay, Temporary Traffic Signal, Temporary Pavement Marking, and Traffic Control on four (4) bridges throughout Douglas County.

GENERAL NOTES:

The contractor shall mark each structure (in feet) the distance that one (1) mixed bucket of polymer material will spread to obtain the correct rate specified in Special Provision 15-DG-729 (Table 729-2). Calculations shall be checked by the Engineer prior to starting the overlay process.

The contractor shall place the Multi-Layer Polymer Concrete Overlay to the full width and length of each approach slab (including curbs) and bridge deck.

Place the Multi-Layer Polymer Concrete Overlay to the front face and adjacent sides, the full height of the corral rail posts (to bottom of the horizontal rail). Place the Multi-Layer Polymer Concrete Overlay to the same height on solid rails (as the corral rail posts) to neat lines.

The traffic signal installation (TE732) will be utilized on Bridge 21.30N-06.15E. The lead in channelizing devices shall be double ballasts each.

Traffic control (two lanes with one lane closed) will be utilized on Bridges 00.64N-05.50E, 07.25N-06.50E, and 18.00N-11.24E. No detour of traffic will be allowed for any work completed on these bridges.

Bridge 21.30N-06.15E shall be completed prior to June 15, 2017.

If the contractor's equipment, personnel, or work activities overhang the solid barrier wall, the contractor shall notify the BNSF Roadmaster prior to work activities. (see plan cover page for contact info)

Work on Bridge 00.64N-05.50E shall be scheduled last. This is to ensure the maximum time possible for the deck to cure. **NO WORK** will be allowed on Bridge 00.64N-05.50 the weekend of June 24th-25th.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	COVER SHEET
2-8	CONSTRUCTION LAYOUT
9	GENERAL NOTES AND QUANTITIES
10-18	TRAFFIC CONTROL PLAN
19	TRAFFIC CONTROL QUANTITIES

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

ENGINEER:

For the performance of work under this Contract, Douglas County, Kansas will perform the duties of the Engineer, as defined in the Specifications and hereinafter is referred to as the Engineer.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

OPERATIONS OF OTHERS:

The right is reserved by the County to have other work performed by other Contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Contractor shall agree, and hereby does agree, to make no claims against the County for additional compensation due to delays or other conditions created by the operations of other such parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner and his decision shall be final and binding upon the Contractor.

To expedite the completion of the over-all Project, it will be necessary for the work under this Contract to be coordinated with the construction under other contracts and by others. As far as possible, each Contractor shall so plan and conduct his operations and dispose of his materials as not to interfere with the operations of or damage the work of others engaged upon the construction of the overall Project. The Contractor shall perform his work in proper sequence with relation to that of the other Contractors and as the Engineer may direct. Each Contractor starting work while construction under other Contracts is in progress within the limits of the Project shall begin his work at certain locations which the Engineer may designate or approve and thereafter shall prosecute the work at such locations and in such order as the Engineer may from time to time prescribe or approve.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INSPECTION:

The Contractor shall furnish access to all parts of the Project for inspection by the Engineer or authorized representative of the Engineer. The Contractor shall notify the Engineer twenty-four (24) hours in advance of beginning work which requires inspection.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

RIGHT-OF-WAY:

The right-of-way will be available for use by the Contractor for access roads and storage space; provided that such use does not interfere with the permanent construction of the overall Project under this or any other contract and shall be subject to similar use by other Contractors working on various parts of the Project. Such use shall not impair the safety of the traveling public. Right-of-way shall be restored by the Contractor to its original condition before final payment will be made.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SPECIFICATIONS:

The bidder and/or Contractor(s) are required to furnish their own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2015.

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INDEMNITY PROVISION:

The Contractor hereby agrees to indemnify and hold harmless the County for any liability resulting from the injury or death of any person, including Contractor's employees, arising from unsafe conditions at the work site. "Unsafe" shall mean a failure by the Contractor to adhere to any applicable federal, state or local government standards established to protect the health, safety and welfare of the Contractor's employee, other persons at the work site, and the public in general.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this Special Provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SECTION 804
MAINTENANCE AND RESTORATION
OF HAUL ROADS

SUBSECTION 804.1, DESCRIPTION, Page 800-11, Delete the second paragraph and replace with the following:

For the purpose of this specification and when the bid item is included in the contract items, a haul road is any public road in Kansas, excluding State highways, over which 2,000 tons or more material is hauled for the construction of the project. Such material includes both commercial delivery and Contractor production.

(Note: The following sentence has been deleted from Subsection 804.1: "The most direct route to the nearest state highway that is used for hauling commercial material into or from a commercially established plant site is not designated as part of the haul road. Roads into and from quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-11, Delete the first paragraph and replace with the following:

If the Contractor is obligated to perform maintenance and restoration as stated within Section 804, with exception of dust control, the Engineer will Measure and Pay "Maintenance and Restoration of Haul Roads (Set)" as a lump sum.

Labor, Equipment, Materials and incidentals necessary to reduce dust on active haul roads including return routes, in pits and staging areas, and on the project will not be measured directly but shall be considered subsidiary to other items in the contract.

SECTION 729**MULTI-LAYER POLYMER CONCRETE OVERLAY****729.1 DESCRIPTION**

Prepare the surface of the reinforced concrete bridge deck and construct a multi-layer polymer concrete overlay (overlay) as shown on the Contract Documents.

Provide an overall combination of labor and equipment with the capability of proportioning and mixing the polymer resin components and placing the primer and aggregate, in accordance with this specification and the manufacturer/supplier's recommendations.

BID ITEM

Multi-Layer Polymer Concrete Overlay

UNITS

Square Yard

729.2 MATERIALS**a. General.**

(1) Proportion all polymer materials according to the manufacturer/supplier's recommendations.

(2) Provide the Engineer with a copy of the polymer materials manufacturer/supplier's mixing and application recommendations.

(3) If concrete bridge deck patching is specified, polymer concrete materials may be used for patching of the concrete bridge deck. See **SECTION 731**.

b. Epoxy. Provide a Type III epoxy resin as defined in **DIVISION 1700**.

c. Polyester. Provide a polyester resin as defined in **DIVISION 1700**.

d. Aggregate.

(1) Provide FA-C aggregate meeting **TABLE 1102-5** and **TABLE 1102-6**, or

(2) As provided by the polymer concrete overlay supplier in a prequalified system, **DIVISION 1700**.

729.3 CONSTRUCTION REQUIREMENTS

a. General. Wet cure concrete on new bridge decks for 14 days and allow the deck to dry for 21 days before applying the overlay.

Portland cement concrete patches require a minimum cure period of 28 days before application of the overlay.

At the preconstruction conference, discuss the patching material and the corresponding curing period. Submit changes, including a written statement from the polymer manufacturer/supplier recommending changes, to the Engineer for approval.

b. Equipment. Equipment is subject to approval of the Engineer and must comply with these requirements:

(1) Surface Preparation Equipment.

(a) Shot blasting equipment capable of producing a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation Level 6 to 7 or ASTM E 965 Pavement Macrotexture Depth of 0.04 to 0.08 inch. Final acceptance is based on testing procedures as outlined in KT-70, Part V.

(b) Shot/Sand blast equipment capable of producing the required surface relief on the deck adjacent to bridge rails and barriers and areas not accessible with shot blast equipment.

(c) Empty shot blasters and dispose of waste material a minimum of 50 feet from the prepared bridge deck. On long structures empty shot blasters on the unprepared surface a minimum of 50 feet from prepared surface to prevent contamination of the deck by return of dust to the prepared surface.

(d) The Engineer must approve the use of scarifiers, scrablers or milling machines.

(e) Wet sand blasting is prohibited.

(2) Mechanical Application Equipment.

(a) Polymer mixing and distribution system capable of accurate and complete mixing of the polymer resin and hardening agent, verification of the mix ratio and uniform and accurate distribution of the polymer materials at the specified rate on 100% of the work area.

(b) A self-propelled aggregate spreader (if required) capable of uniform and accurate application of the dry aggregate over 100 % of the work area.

(c) An air compressor capable of producing a sufficient amount of oil free and moisture free compressed air to remove all dust and loose material.

(d) Adequate additional hand tools to facilitate the placement of the polymer concrete overlay in accordance with this specification and the manufacturer/supplier's recommendations.

(3) Hand Application Equipment.

(a) Calibrated containers for accurate measurement of the polymer components.

(b) Paddle type mixer or other mixing device capable of accurate and complete mixing of the polymer resin and hardening agent.

(c) Notched squeegees and brooms capable of spreading the polymer material in accordance with this specification and the manufacturer/supplier's recommendations.

(d) Aggregate spreader capable of uniform and accurate application of the dry aggregate.

(e) Adequate additional hand tools to facilitate the placement of the polymer concrete overlay in accordance with this specification and the manufacturer/supplier's recommendations.

c. Preparation of Surface.

(1) When specified, perform any required repairs under **SECTION 731** and cure repairs, before preparation of the surface, unless placed with the overlay.

(2) Protect metal deck drains and areas of the curb or railing above the proposed surface from the shot blast.

(3) Close deck drains so the overlay materials will not pass through the drains:

(4) Remove any remaining contamination of the prepared deck surface or surface of subsequent courses. Sand blast or bush hammer contaminated areas to produce an acceptable surface for placement of the overlay.

(5) As the final preparation for the placement of the overlay, make a complete cleanup by shot blasting and/or other approved means, followed by an air blast with dry, oil free air or vacuum. Brooming is not acceptable. Remove all pavement marking, loose disintegrated concrete, dirt, paint, oil, asphalt, laitance carbonation and curing materials from patches and other foreign material from the surface of the deck.

(6) Produce a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation Level 6 to 7 or ASTM E 965 Pavement Macrotexture Depth of 0.04 to 0.08 inch.

(7) Place the first coat of the overlay within 24 hours of preparing the deck surface. Prepared surfaces exposed for more than 24 hours must be lightly sand blasted prior to application of the overlay.

(8) Mark each structure (in feet) the distance that one (1) mixed bucket of polymer material will spread to obtain the correct rate specified in (Table 729-2). Calculations shall be checked by the Engineer prior to starting the overlay process.

d. Placing the Multi-Coat Polymer Concrete Overlay. Place the overlay to the grades, thickness and cross-sections as shown in the Contract Documents. Provide a technical representative of the polymer manufacturer/supplier on the job site during the placement of the overlay at no additional cost. The representative is to provide technical expertise to the Contractor and the Engineer regarding safe handling, placement and curing of the overlay.

(1) Visible moisture on the prepared deck at the time of placing the overlay is unacceptable. Identify moisture in the deck by taping a plastic sheet to the deck for a minimum of 2 hours (ASTM D 4263).

(2) Rain will not necessarily contaminate the surface. However, take care so no contamination has occurred. Traffic adjacent to the prepared surface during a rain will contaminate the surface.

(3) Follow all manufacturer/supplier suggested safety precautions while mixing and handling polymer components.

(4) Apply High Molecular Weight Methacrylate Primer, if required, at application rates shown in **TABLE 729-1**, or as directed by the material's manufacturer/supplier.

(5) Place the overlay in 2 separate courses at application rates shown in **TABLE 729-2** for the system being placed.

(6) Use notched squeegees or mechanical application equipment to place the prepared polymer on the deck immediately and uniformly at the prescribed rate.

(7) If mechanical application equipment is used, take 2 ounce samples for each 100 gallons of resin placed to verify mix ratios and curing times. Place samples on the bridge rail or deck and note time to cure.

(8) The bridge deck and all polymer and aggregate components must be at least 60°F at the time of application.

(9) Apply the dry broadcast aggregate to cover the polymer uniformly and completely within 10 minutes of application.

(10) Remove and replace any first course areas that do not receive enough aggregate before gelling of the polymer.

(11) Vacuum or broom excess aggregate from the first course after sufficiently cured. If damage or tearing occurs, stop brooming or vacuuming and allow additional curing time. See **TABLE 729-3** for curing guidelines.

(12) Do not open the first course to traffic.

(13) Place the polymer and aggregate for the second course at the prescribed rate and in the same manner as the first course. The second course can be placed immediately after brooming of the first course is completed.

(14) Recoat second course areas that do not receive enough aggregate before gelling of the polymer with additional polymer and aggregate.

(15) Locate any longitudinal joints along lane lines, or as approved by the Engineer. Keep the joints clear of wheel paths as much as practical.

(16) Produce and place the overlay within the specified limits in a continuous and uniform operation.

(17) Correct completed surface variations exceeding $\frac{1}{8}$ inch in 10 feet, unless directed otherwise by the Engineer.

(18) Tape all construction joints to provide a clean straight edge for adjacent polymer concrete placement. This includes joints between previously placed overlay materials and at centerline.

(19) Finish the exposed edges at the ends of the bridge and at expansion joints to minimize bridge deck roughness.

(20) Apply a bond breaker to all expansion joints. Clean all expansion joints of aggregates blown or swept into them after the second course is completed.

(21) Vacuum or broom excess aggregate from the bridge deck after the polymer is sufficiently cured. If damage or tearing occurs, stop brooming or vacuuming and allow additional curing time.

e. Face of Curbs, Barriers, and Corral Rail Posts. Use a paintbrush or roller to apply the polymer resin on the face of curbs, barriers, and corral rail posts. **(See General Notes in 15-DG-3).**

- On bridges with a corral rail, apply the polymer resin to the front face and adjacent sides, the full height of all posts.
- On bridges and bridge approaches with curbs apply the polymer resin the full height and to the top of the curb.
- On bridges without curbs apply the polymer resin to the edge of the deck.
- On bridges with continuous concrete barrier rails, apply the polymer resin to the same height as the corral rail posts, or a minimum of 12 inches, uniform. Protect areas above the break line (or minimum of 6 inches) from resin. Apply so the top threshold of the resin follows a uniform line along the rail.

This work is subsidiary to the bid item Multi-Layer Polymer Concrete Overlay.

Apply primer (if required) and polymer to the curb or barrier as each of the overlay applications are performed.

f. Application Rates. Place epoxy and polyester materials at the same rate.

Place primer (if required) at the application rate shown in **TABLE 729-1**.

Place the overlay in 2 separate courses at application rates shown in **TABLE 729-2**.

TABLE 729-1: HIGH MOLECULAR METHACRYLATE PRIMER APPLICATION RATES for MULTI-LAYER POLYMER CONCRETE OVERLAYS	
Primer	Each Coat Not Less Than 0.09 gal./sq yd

TABLE 729-2: APPLICATION RATES for MULTI-LAYER POLYMER CONCRETE OVERLAYS		
Course	Polymer Rate	Aggregate Rate *
1	Not Less Than 0.22 gal./sq yd	10 lbs./sq yd
2	Not Less Than 0.45 gal./sq yd	14.5 lbs./sq yd

*Apply enough aggregate to completely cover the polymer.

g. Curing.

(1) Epoxy. Minimum curing times are noted in **TABLE 729-3**.

TABLE 729-3: EPOXY CURE TIMES for MULTI-LAYER POLYMER CONCRETE OVERLAYS							
Course	Average Temperature of Overlay Components, F						
	55- 59	60- 64	65- 69	70- 74	75- 79	80- 85	85+
	Minimum Cure Time (hours)						
1	5	4	3	2.5	2	1.5	1
2	6.5	6.5	5	4	3	3	3

Cure the second course for 8 hours if the air temperature falls below 55°F during the curing period before opening to traffic.

(2) Polyester. Proportion polyester courses so the cure times are between 30 and 120 minutes. Accelerators and inhibitors may be required to achieve proper set times. Proportion all materials as recommended by the material supplier.

(3) Plan and perform the work in such a way as to provide for the minimum curing times specified in this specification or as specified by the material manufacturer/supplier.

h. Testing. Perform Polymer Concrete Overlay Bond Evaluation as outlined in KT-70, Part V.

(1) Place a polymer concrete test patch of not less than 0.5 square yards per lane or planned completed day's work whichever is smaller. Submit a sequence plan to the Engineer. Test patches shall be full depth, placed by the normal construction sequence. Test patches should be representative of the work being performed.

(2) Perform a minimum of 4 pull-off tests on each patch as outlined in KT-70, Part V.

(3) Final acceptance will be based on the following results of the test outlined in KT-70, Part V:

- Type 1 – Failure in the concrete at a depth greater than or equal to ¼ inch over more than 50% of the test area for 3 out of 4 tests in the test patch.
- Type 2 – Failure in the concrete at a depth less than ¼ inch over more than 50% of the test area for 3 out of 4 tests in the test patch.
- Minimum Tensile Rupture Strength of 250 psi from an average of 3 out of 4 tests on a test patch regardless of depth of failure.

(4) If failure in the concrete is at a depth less than ¼ inch and the Minimum Tensile Rupture Strength is less than 250 psi, or the failure in the concrete is less than 50% of the test area, additional surface preparation is necessary.

(5) A failure in the concrete below 250 psi and greater than ¼ inch deep indicates weak concrete, not poor overlay bond. No additional surface preparation is required.

(6) Do not perform tensile adhesion tests when ambient or deck temperatures are above 85°F.

i. Correction of Unbonded or Damaged Areas. Repair new overlay areas discovered to be unbonded by tapping or chaining and areas where the overlay was damaged by the Contractor's operation. Saw cut the unbonded or damaged areas to the top of the deck surface, remove the overlay with small air tools (15-pound class maximum) or shot blasting. Aggressively sandblast or shot blast the concrete bridge deck surface at the unbonded area to remove contaminants. Replace the overlay according to standard placement procedures at no additional compensation.

j. Weather Limitations.

(1) Epoxy. Do not place the overlay if the air temperature is expected to drop below 55°F within 8 hours of placement.

(2) Polyester. Do not place any component of the overlay if the air or substrate temperature is at or expected to drop below 40°F during installation.

(3) General. Do not place the overlay when the deck temperature will exceed 90°F.

Do not place the overlay if gel time is less than 10 minutes.

The overlay may be placed outside the specified temperature ranges with the approval of the Engineer and the material manufacturer/supplier. Discuss changes to temperature limitations at the preconstruction conference. Submit changes, including a written statement from the polymer manufacturer/supplier recommending the changes, to the Engineer for approval.

729.4 MEASUREMENT AND PAYMENT

The Engineer will measure multi-layer polymer concrete overlay by the square yard. The Engineer will measure the bridge roadway width and the bridge length from end of approach slab to end of approach slab.

Payment for "Multi-Layer Polymer Concrete Overlay" at the contract unit price is full compensation for the specified work.

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, 2015 EDITION

SECTION 1102

AGGREGATES FOR CONCRETE NOT PLACED ON GRADE

Page 1100-6, subsection 1102.2b.(2)(a). Delete TABLE 1102-3 and replace with the following:

TABLE 1102-3: ALLOWABLE GRADING FOR MIXED AGGREGATES FOR CONCRETE													
Type	Usage	Percent Retained - Square Mesh Sieves											
		1½"	1"	¾"	½"	⅜"	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
MA-3	Optimized All Concrete		0	2-12	Note ¹	Note ¹	Note ¹	Note ¹	Note ²	Note ²	Note ²	95-100 ³	98-100 ⁴
MA-4	Optimized All Concrete	0	2-12	Note ¹	Note ¹	Note ¹	Note ¹	Note ¹	Note ²	Note ²	Note ²	95-100 ³	98-100 ⁴
MA-5	Optimized Drilled Shafts		0	2-12	8 min	22-34		55-65		75 min		95-100	98-100
MA-6	Optimized for Bridge Overlays		0	0	2-12	Note ¹	Note ¹	Note ¹	Note ²	Note ²	Note ²	95-100 ³	98-100 ⁴
MA-7	Contractor Design KDOT Approved	Proposed Grading that does not correspond to other limits in this table but meet the requirements for concrete in DIVISION 400 .											98-100

¹ Retain a maximum of 22% (24% for MA-6) and a minimum of 6% of the material on each individual sieve.

² Retain a maximum of 15% and a minimum of 6% of the material on each individual sieve.

³ Retain a maximum of 7% on the No. 100 sieve

⁴ Retain a maximum of 2% on the No. 200 sieve

Page 1100-6, subsection 1102.2b.(2)(b). In the numbered list, delete the last sentence under 4. and replace with the following:

For each additional 1 lb of cement per cubic yard, subtract 2.5/94 from the Target Workability.

Page 1100-7, subsection 1102.2c.(2). Delete TABLE 1102-4 and replace with the following:

TABLE 1102-4: ALLOWABLE GRADING FOR COARSE AGGREGATES									
Type	Composition	Percent Retained - Square Mesh Sieves							
		1½"	1"	¾"	½"	⅜"	No. 4	No. 8	No. 200
SCA-1	Siliceous Gravel or Crushed Stone	0	0-10	14-35	-	50-75	-	95-100	98-100
SCA-2	Siliceous Gravel or Crushed Stone			0	0-35	30-70	75-100	95-100	98-100
SCA-4	Siliceous Gravel or Crushed Stone		0	0-20				95-100	98-100

Page 1100-8, subsection 1102.2e.(3)(a). Delete TABLE 1102-6 and replace with the following:

TABLE 1102-6: GRADING REQUIREMENTS FOR FINE AGGREGATES FOR CONCRETE								
Type	Percent Retained-Square Mesh Sieves							
	$\frac{3}{8}$ "	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
FA-A	0	0-10	0-27	15-55	40-77	70-93	90-100	98-100
FA-C	0	0	25-70	95-100	98-100	98-100	98-100	98-100

05-12-15 C&M (KHL)
Jul-15 Letting

SECTION 1730

POLYMER RESINS FOR POLYMER CONCRETE OVERLAY SYSTEMS

1730.1 DESCRIPTION

This specification covers polymer resins for use in Multi-Layer Polymer Concrete Overlay and Slurry Polymer Concrete Overlay for Portland cement concrete bridge decks.

The following types of systems are covered by this specification:

- Type III Epoxy Resin for Multi-Layer Polymer Concrete Overlay,
- Epoxy Resin for Slurry Polymer Concrete Overlay,
- Methyl Methacrylate Resin for Slurry Polymer Concrete Overlay,
- Polyester Resin for Multi-Layer Polymer Concrete Overlay with High Molecular Weight Methacrylate (HMWM) Primer, and
- Polyester Resin for Slurry Polymer Concrete Overlay with HMWM Primer.

1730.2 REQUIREMENTS

a. Epoxy Materials.

(1) Multi-Layer Polymer Concrete Overlay. Provide a system that complies with the requirements of AASHTO M 235 (ASTM C 881), Type III, Grade 1 or 2, with 100 percent solids, and is a thermosetting, moisture-insensitive epoxy resin. With the exceptions in **TABLE 1730-1**:

TABLE 1730-1: TYPE III EPOXY RESIN FOR MULTI-LAYER POLYMER CONCRETE OVERLAY		
Property	Test Method	Requirements
Viscosity	ASTM D 2196, Brookfield RVT, Spindle No. 3 at 20 RPM	1000 - 2500 cps
Gel Time	ASTM C 881, para. 11.2.1 modified, 75 ml sample	15-45 minutes
Compressive Strength, 3 hr.	ASTM C 579, Method B*	1000 psi, min.
Compressive Strength, 24 hr.	ASTM C 579, Method B*	5000 psi, min.
Tensile Strength, 7 days	ASTM D 638, Type 1	2000-5000 psi
Elongation (neat), 7 days	ASTM D 638, Type 1	30-80 percent
Chloride Ion Penetration	AASHTO T 277	100 coulombs, max.

*Perform ASTM C 579 with 2X2 inch cubes using 2.75 parts ASTM C778, 20-30 mesh sand to one part of mixed polymer resin binder by volume.

(2) Slurry Polymer Concrete Overlay. Provide a system that complies with **TABLE 1730-2.**

TABLE 1730-2: EPOXY RESIN FOR SLURRY POLYMER CONCRETE OVERLAY		
Property	Test Method	Requirements
Viscosity	ASTM D 2196, Brookfield RVT, Spindle No. 3 at 20 RPM	1000 - 2500 cps
Gel Time	ASTM C 881, para. 11.2.1 modified, 75 ml sample	15-45 minutes
Compressive Strength, 3 hr.	ASTM C 579, Method B*	1000 psi, min.
Compressive Strength, 24 hr.	ASTM C 579, Method B*	5000 psi, min.
Tensile Strength, 7 days	ASTM D 638, Type 1	1000-5000 psi
Elongation (neat), 7 days	ASTM D 638, Type 1	30-80 percent
Chloride Ion Penetration	AASHTO T 277	100 coulombs, max.

*Perform ASTM C579 with 2X2 inch cubes using aggregate supplied by the manufacturer.

b. Methyl Methacrylate Materials. Slurry Polymer Concrete Overlay. Provide a system that complies with **TABLE 1730-3.**

TABLE 1730-3: METHYL METHACRYLATE RESIN FOR SLURRY POLYMER CONCRETE OVERLAY		
Property	Test Method	Requirements
Viscosity	ASTM D 2196, Brookfield RVT, Spindle No. 3 at 20 RPM	1100-1300 cps
Gel Time	ASTM C 881, para. 11.2.1 modified, 75 ml sample	15-45 minutes
Compressive Strength, 3 hr.	ASTM C 579, Method B*	1000 psi, min.
Compressive Strength, 24 hr.	ASTM C 579, Method B*	5000 psi, min.
Tensile Strength, 7 days	ASTM D 638, Type 1	2000-5000 psi
Elongation (neat), 7 days	ASTM D 638, Type 1	100-200 percent
Chloride Ion Penetration	AASHTO T 277	100 coulombs, max.

*Perform ASTM C579 with 2X2 inch cubes using aggregate supplied by the manufacturer.

c. Polyester Materials.

(1) Multi-Layer Polymer Concrete Overlay. Provide a system that complies with **TABLE 1730-4.**

TABLE 1730-4: POLYESTER RESIN FOR MULTI-LAYER POLYMER CONCRETE OVERLAY		
Property	Test Method	Requirements
Viscosity	ASTM D 2196, Brookfield RVT, Spindle No. 3 at 20 RPM	1000-2000 cps
Gel Time	ASTM C 881, para. 11.2.1 modified, 75 ml sample	10-25 minutes
Compressive Strength, 3 hr.	ASTM C 579, Method B*	1000 psi, min.
Compressive Strength, 24 hr.	ASTM C 579, Method B*	5000 psi, min.
Tensile Strength, 7 days	ASTM D 638, Type 1	2000-5000 psi
Elongation (neat), 7 days	ASTM D 638, Type 1	30-80 percent
Chloride Ion Penetration	AASHTO T 277	100 coulombs, max.

*Perform ASTM C579 with 2X2 inch cubes using aggregate supplied by the manufacturer.

(2) Slurry Polymer Concrete Overlay. Provide a system that complies with **TABLE 1730-5.**

TABLE 1730-5: POLYESTER RESIN FOR SLURRY POLYMER CONCRETE OVERLAY		
Property	Test Method	Requirements
Viscosity	ASTM D 2196, Brookfield RVT, Spindle No. 3 at 20 RPM	75-200 cps
Gel Time	ASTM C 881, para. 11.2.1 modified, 75 ml sample	15-45 minutes
Compressive Strength, 3 hr.	ASTM C 579, Method B*	1000 psi, min.
Compressive Strength, 24 hr.	ASTM C 579, Method B*	5000 psi, min.
Tensile Strength, 7 days	ASTM D 638, Type 1	2000-5000 psi
Elongation, 7 days	ASTM D 638, Type 1	100-200 percent
Chloride Ion Penetration	AASHTO T 277	100 coulombs, max.

*Perform ASTM C579 with 2X2 inch cubes using aggregate supplied by the manufacturer.

(3) High Molecular Weight Methacrylate (HMWM) Primer. Provide a HMWM primer as part of a system of polyester materials that complies with **TABLE 1730-6**.

TABLE 1730-6: HMWM PRIMER WITH POLYESTER RESINS		
Property	Test Method	Requirements
Viscosity, max	ASTM D 2196, Brookfield RVT, Spindle No. 3 at 20 RPM	50 cps, minimum
Gel Time	ASTM C 881, para. 11.2.1 modified, 75 ml sample	10-150 minutes
Specific Gravity	ASTM D 2849	0.90 – 1.10
Elongation, 7 days	ASTM D 638, Type 1	100-200 percent
Flash Point	ASTM D 3278	180°F, minimum

1730.3 TEST METHODS

Test the systems as specified in **subsection 1730.2** with the following modifications:

- a. Precondition, cure and test all material at 75±2° F.
- b. Perform ASTM C 579 using only plastic inserts.

1730.4 PREQUALIFICATION

a. All systems intended for use under this specification must be prequalified prior to use. Manufacturers desiring to supply material for KDOT jobs must submit a written request to the Bureau Chief of Construction and Materials, with the following information for each system:

- (1) Name, address and telephone number of the manufacturer. Include the name of the preferred contact person.
- (2) Brand name of the system.
- (3) Type of material.
- (4) Information regarding recommended usage and application instructions. If HMWM primer is required for the system, include primer information regarding recommended usage and application instructions.
- (5) Material Safety Data Sheets.
- (6) One copy of a certified test report prepared by a laboratory regularly inspected by the Cement and Concrete Reference Laboratory (CCRL) of the National Institute of Standards Technology or other approved reference laboratory, showing test results complying with **subsection 1730.2**. Include evidence that the laboratory is inspected regularly.

Test results from the AASHTO National Transportation Product Evaluation Program (NTPEP) for the identical system, including primer when applicable, are acceptable in lieu of a test report from an approved reference laboratory.

(7) Include a Fourier Transform Infrared Spectrophotometry (FTIR) spectrum in transmittance mode and a bulk sample of each liquid component tested. All liquid components will be "fingerprinted" using infrared spectroscopy for use in screening future verification samples to verify that materials submitted for use are of an identical formulation as originally approved. All data will be maintained as confidential and used only for QA/QC purposes.

b. In addition to the written request described above, prequalification is also dependent upon two years of satisfactory performance in the field. Proof of performance on non-KDOT projects in Kansas may be submitted to show satisfactory performance history in Kansas.

c. The information, test reports and field performance will be reviewed by the Bureau Chief of Construction and Materials. The manufacturer will be advised as to whether or not the product is prequalified.

d. The Bureau of Construction and Materials will maintain a list of prequalified Polymer Concrete Overlay systems. Systems will remain prequalified as long as the formulation and manufacturing processes remain unchanged, and field experience indicates that the system functions appropriately. Changes in formulation or manufacturing processes will require new prequalification testing. Failure of the system to function appropriately in the field will be cause for removal of the product from prequalified status. Products removed from prequalified status will be considered for requalification if the manufacturer can provide evidence the cause of failure has been positively identified, and necessary formulation changes and quality control measures have been implemented to eliminate the cause. Complete prequalification testing may be required for systems that have been removed from prequalified status.

1730.5 BASIS OF ACCEPTANCE

Prequalification as specified in **subsection 1730.4**.

Receipt and approval of a Type C certification as specified in **DIVISION 2600**.

Observation at the project to verify performance.



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 21, 2017

Re : Consent Agenda approval of revised proposed Lone Star Lake Park regulations

During the March 15 BOCC meeting, a concern was raised that the proposed Lone Star Lake Park regulations did not explicitly include vans as a vehicle type considered a suitable camping shelter. Section 8-201.5.f. of the regulations has been revised to recognize vans converted for camping as a suitable camping shelter.

Following the meeting, another concern was raised that the regulations stated that the possession of firearms in the park is illegal, which is now in conflict with state laws. After consultation with the county counselor, Section 8-201.1.e. has been revised. The revised language prohibits the *discharge* of firearms in the park. It also prohibits the discharge or use of any other device in which force is used to propel projectiles, and lists some examples. This language is similar to that used in Johnson County park regulations, and passed review by county counsel.

Action Required: Consent Agenda approval of resolution amending rules and regulations for Lone Star Lake Park.

RESOLUTION NO. 17-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS AMENDING THE RULES AND
REGULATIONS APPLICABLE TO LONE STAR LAKE PARK

WHEREAS, K.S.A. 19-2803a authorizes the Board of County Commissioners of Douglas County, Kansas (the "Board") to adopt reasonable rules and regulations regulating and licensing the use and enjoyment of Lone Star Lake Park in Douglas County, Kansas; and

WHEREAS, pursuant to the foregoing authorization, the Board has previously adopted certain rules and regulations relating to the use and enjoyment of Lone Star Lake Park; and

WHEREAS, the previously adopted rules and regulations have been incorporated by reference at Section 8-201 of the Douglas County Code; and

WHEREAS, the Board has determined it necessary and desirable to amend those rules and regulations as set forth herein.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, sitting in regular session this _____ day of _____, 2017, does hereby resolve as follows:

SECTION 1. Amendment to Rules and Regulations. Section 8-201 of the Douglas County Code is hereby amended and restated to read as follows:

8-201.1 GENERAL RULES AND REGULATIONS. The following use rules and regulations for the Park are hereby adopted:

a. Except as provided herein, the Park is open to the public. Visitors are welcome to use it for the various activities permitted during the times permitted. Fees are charged for certain activities as described herein.

b. All Park rules and regulations shall be enforced 24 hours a day by the Douglas County Sheriff. The Camp Host and County employees shall report observed violations to the Douglas County Sheriff.

c. The Park shall be open only during the hours of 6:00 a.m. to 10:00 p.m. with the exception of those in the Park area for the express and demonstrated purpose of fishing or camping. Quiet hours shall be observed from 10:00 p.m. until 6:00 a.m. in all areas of the Park.

d. The destruction of any sign, guidepost, or property of any kind is unlawful. This includes the peeling of bark, carving and chopping trees, cutting branches, driving nails, digging ground from roots, and the removal of trees, shrubs and plants, picking wild flowers, and other destruction of public property.

e. The discharge or use of any firearm, air gun, spring gun, blank gun, paintball gun, slingshot, blow gun or any other device in which force is used to propel

projectiles is prohibited. This prohibition shall not apply to any law enforcement officer who is engaged in the discharge of official duties.

f. Fireworks are allowed in designated areas on the dates and times allowed by the Board of County Commissioners.

g. Throwing of cans, bottles, paper, junk or refuse of any kind on the ground or in the Lake is prohibited. The alteration, destruction or removal of seats, tables, park buildings, and other park equipment is prohibited.

h. Washing or throwing of waste of any kind around water faucets or fountains or the use of woods as toilets, or the use of toilets as bathhouses is prohibited.

i. Building or starting fires in the open or in any place except in county provided fire rings and grills, or personal grills used for cooking purposes only is prohibited.

j. No cats, dogs or other pets shall be allowed (a) in the swimming area, (b) on the swimming beach, or (c) on any dock. Unless in a designated Off-Leash area, dogs shall not be allowed in other areas of the Park unless restrained by a chain or controlled by a leash of no longer than 6 feet. This paragraph shall not apply to dogs present to assist the blind, the visually impaired and persons who are otherwise disabled, pursuant to the legislative declaration of public policy set forth at K.S.A. 39-1101 *et seq.* and amendments thereto.

k. The speed limit on Park roads is 20 miles per hour except where otherwise posted.

l. Horseback riding in the Park is prohibited. Driving automobiles, all-terrain vehicles (ATV's), motorcycles or other motorized vehicles anywhere other than on developed roads and in developed parking lots is prohibited.

m. Camping in the Park is prohibited except by permit in the designated camping area. Persons using the campground must comply with the Park Rules and Regulations Pertaining to Camping (see Section 8-201.5).

n. It is prohibited to engage in disorderly conduct at the Park. Disorderly conduct shall include:

(a) Those acts prohibited by K.S.A. 21-4101, and amendments thereto, which is hereby incorporated herein by this reference; or

(b) Intoxication due to the consumption of alcohol, drugs, or controlled substances or a combination thereof.

o. There is no lifeguard is on duty. All persons swim at their own risk. Bathing, swimming, and wading is prohibited, except in the designated swimming area from May 1 through September 15 from dawn (30 minutes before sunrise) to dusk (30 minutes after sunset) or as otherwise permitted by the Director of Public Works or the Board of County Commissioners. Bathing, swimming and wading in the cabin arm of Lone Star Lake (hereinafter the "Lake") by lake front property owners or their guests is permitted only within 50 feet of each lake front property owner's shoreline. Swimming beneath docks or dock catwalks is prohibited anywhere in the Lake including the designated swimming area and in the cabin arm of the Lake.

p. The use of rubber rafts, air mattresses, tubes and other flotation devices which are not U.S. Coast Guard approved is prohibited (i) outside of public swimming areas and (ii) more than 50 feet from the shoreline in public swimming areas. This prohibition does not include inflatable float tubes, inflatable pontoon boats, inflatable

canoes, inflatable kayaks, or other inflatable personal watercraft manufactured and designed primarily for fishing while such watercraft is used for fishing activities.

q. Ice skating, ice boating, ice sledding, and ice fishing on the Lake are prohibited.

r. The Park is a game sanctuary. Hunting, shooting, killing, trapping, injuring, pursuing, harassing or molesting in any way any bird or animal on or within the Park is prohibited.

s. The use of unmanned aerial vehicles, i.e., drones is prohibited in the campground and the swimming arm areas.

t. The use of water craft on the Lake is subject to State of Kansas laws and regulations, and amendments thereto, which are incorporated herein by this reference, and rules and regulations set forth in Section 8-201.3 and Section 8-201.4.

u. The possession, use or consumption on Park property of any controlled substance in violation of K.S.A. 65-4101 *et seq.*, and amendments thereto, is prohibited. The possession, use or consumption of alcohol, alcoholic liquor or beer, as such terms are defined in K.S.A. 41-102, and amendments thereto, or cereal malt beverage, as such term is defined in K.S.A. 41-2701, and amendments thereto, is prohibited in or on the designated beach area(s), any floating dock, the established swimming area, and where otherwise prohibited by State of Kansas law. No alcohol, alcoholic liquor, or cereal malt beverage may be possessed, used or consumed in or from containers with a capacity in excess of one U.S. gallon.

v. The Board may adopt special rules to govern special events.

w. Parking is prohibited on Park roads at such locations as the Board or the Director of Public Works determines necessary or advisable to facilitate traffic flow or enhance the safety or enjoyment of the patrons of the Park; provided that the Director of Public Works shall post appropriate "No Parking" signage prior to enforcement. Without limiting No Parking areas on other Park roads, each of the following locations are designated and shall be appropriately signed to prohibit parking:

- i. The road across the Lake Dam and the Spillway, more particularly described as follows: Commencing at the east end of the Lake Dam Flood Wall, which is 230 feet east of the intersection of Douglas County Route No. 1-W, also known as E. 582 Road, and Douglas County Route No. 1-E, also known as E. 715 Road, thence westerly across the Lone Star Lake Dam a distance of approximately 1,880 feet, thence southerly on a curve to the left across the Lone Star Lake Spillway a distance of 380 feet to the intersection with a side road leading toward the lake and terminating at said intersection.
- ii. The road past the Marina and Swimming Beach area, more particularly described as follows: Beginning at a point approximately 277.47 feet North and 218.60 feet East of the Southeast corner of the North half of the Northeast Quarter (N. ½, N.E. ¼) of Section 14, Township 14 South, Range 18 East of the Sixth Principal Meridian, said point being on the centerline of Route 1-E, thence Westerly on the centerline of said Route 1-E to a point approximately 460.82 feet North and 724.28 feet West of the Southeast corner of the North half of said Northeast Quarter (N. ½, N.E. ¼) and terminating at said point. Also, from a

point on said centerline of Route 1-E, approximately 650 feet westerly from said point of beginning, thence southerly along the centerline of a side road 400 feet and terminating at that point.

RULES AND REGULATIONS PERTAINING TO FISHING

8-201.2 **RULES AND REGULATIONS PERTAINING TO FISHING.** The following rules and regulations pertaining to fishing are hereby adopted:

a. Fishing in the Lake is subject to State of Kansas laws and regulations. All laws of the State of Kansas, as amended, pertaining to fishing in state lakes are hereby adopted and incorporated herein by reference.

b. It shall be unlawful for any person to fish in the swimming arm from May 1st through September 15th or to fish in any part of the Lake where “No Fishing” signs have been posted. Fishing with a seine, throwline, trotline, spear, bow, hand fishing or any other method than with a pole and line is illegal.

RULES AND REGULATIONS PERTAINING TO BOATS, MOTORS AND BOATING

8-201.3 **RULES AND REGULATIONS PERTAINING TO BOATS, MOTORS AND BOATING.** The following rules and regulations pertaining to boats, boating and motors are hereby adopted:

a. The boating and watercraft regulations of the State of Kansas as set forth in K.S.A. 32-1101 *et seq.*, and amendments thereto, and the regulations adopted pursuant thereto, are hereby adopted and incorporated herein by reference.

b. All persons keeping, maintaining, operating or riding in boats on the Lake do so entirely at their own risk.

c. The use of inboard motor boats, jet skis, wave runners, and similar personal watercraft is prohibited on the Lake. Inboard-outboard and outboard motor boats shall be permitted.

d. All power boat activity is prohibited in the swimming arm from May 1st to September 15th. Canoes, kayaks and stand up paddle boards (SUP’s) are permissible in the swimming arm during this period. All minors involved in such activity shall be supervised by persons 21 years of age or older and there shall be no interference with swimming activities of Lake Patrons.

e. No boats shall be left unattended on the Lake overnight. Cabin owners may use their own private docks. All boats shall be launched at boat ramps.

f. Except when fishing or going to or from the shore, no motor boats shall be operated within 100 feet of shoreline. Operators of motor boats shall be extremely careful and prudent at all times so as not to endanger life or safety, unnecessarily discomfort others, or interfere with any person who may be fishing from the shore.

RULES AND REGULATIONS PERTAINING TO

WATER SKIING AND BOAT SPEED

8-201.4 **RULES AND REGULATIONS PERTAINING TO WATER SKIING AND BOAT SPEED.** The following ski and speed regulations are hereby adopted:

- a. The minimum crew of any skiing boat shall be not less than one pilot and one observer.
- b. No owner or person in possession of a ski boat shall permit a person under 14 years of age to operate the ski boat. Persons 14 through 17 years of age shall not operate a ski boat unless accompanied and under the direct and audible supervision of a parent or other person 21 years of age or older.
- c. All skiers shall wear U.S. Coast Guard approved life preservers while skiing, and all other State of Kansas safety regulations shall apply to both skier and boat. Those waiting to ski shall not wade or swim.
- d. All areas of the Lake are **“No Wake”** areas, except for the designated ski area. The speed limit in the designated ski area on non-ski days is 8 mph. Skiing outside of the ski buoy markers is prohibited.
- e. Skiing is allowed on Lone Star Lake only on and between May 20 and September 15 each year on Wednesday through Sunday of each week, on Memorial Day, the Fourth of July, and Labor Day, and on such other days as the Board of County Commissioners of Douglas County, Kansas approve. Skiing is only allowed on such days between 12:00 noon and 8:00 p.m., and at such other times as the Board approves. Skiing is prohibited on all other days and at all other times.
- f. Speed limits in “Fishing Only” water shall be trolling speed which shall not create a wake.

RULES AND REGULATIONS PERTAINING TO CAMPING

8-201.5 **RULES AND REGULATIONS PERTAINING TO CAMPING.** The following rules and regulations pertaining to camping are hereby adopted:

- a. The Park camping season shall be from April 1st to October 15th. The Park shall be closed for camping from October 16th through March 31st. A Park Permit for camping is required. No reservations are accepted. Check out time is 4:00 PM.
- b. Quiet hours shall be observed from 10:00 p.m. to 6:00 a.m. No noise or activity shall be discernible outside each campsite during such quiet hours.
- c. You must be 18 years of age or older to rent a campsite.
- d. Camping facilities are for recreational camping only. No camping term at the Park shall exceed fourteen continuous calendar days. Any camping term in excess of fourteen continuous calendar days shall be followed by an absence of at least five continuous calendar days.
- e. Camping shall be allowed only at developed sites designated for camping.
- f. A maximum of two camping shelters shall be allowed per camping site with a maximum of 8 persons per site. A suitable camping shelter is required. A suitable camping shelter is one whose primary purpose is for camping and is appropriate for

anticipated weather during the camping visit. Suitable shelter may include camping gear intended to protect the camper from the elements. Other than recreational vehicles, vans converted for camping, or truck beds equipped with a camper unit or camping shell cover, a suitable camping shelter does not include motor vehicles. .

g. Violation of any camping regulation shall result in immediate revocation of the camping permit and expulsion from the Park. In addition, penalties as described in Section 8-201.8 may be enforced.

h. The Director of Public Works may allow non-profit groups special permission to exceed the number of camping shelters and campers allowed on any specific camp site.

RULES AND REGULATIONS PERTAINING TO THE SPILLWAY

8-201.6 RULES AND REGULATIONS PERTAINING TO THE SPILLWAY. Douglas County Home Rule Resolution No. HR-01-8-2, codified at Section 8-202 of the Douglas County Code, relating to the Lake Spillway located at the west end of the earthen dam forming the north shore of the Lake, stipulates that unauthorized access to the spillway is restricted in the following areas:

All areas within 25 feet on either side of the concrete portion of the spillway from the northern edge of County Route No. 1-West where it crosses the spillway to the northern edge of the spillway stilling basin where the spillway becomes Washington Creek.

As set forth in Section 8-202 (c) of the Douglas County Code, any person who violates those restrictions shall be guilty of a misdemeanor, punishable by a fine in the amount of \$250.00. See Section 8-202 of the Douglas County Code for further information concerning regulating access to and use of the spillway.

FEES FOR PERMITS ISSUED FOR THE LONE STAR LAKE PARK.

8-201.7 FEES FOR PERMITS ISSUED FOR THE LONE STAR LAKE PARK. The following permit fees for camping are hereby adopted:

a.	Camp Site	No Electricity	\$11.00 (per day)
b.	Camp Site	w/Electricity	\$16.00 (per day)

PENALTIES FOR FAILURE TO COMPLY

8-201.8 PENALTIES FOR FAILURE TO COMPLY. The following are hereby adopted:

a. Any violation of any of the rules and regulations set forth in Section 8-201.1 through this Section 8-201.8, inclusive, shall be deemed a misdemeanor punishable upon conviction thereof by a fine not exceeding \$100.00, or a term of confinement not exceeding thirty days in the county jail, or both such fine and imprisonment.

b. In addition to any other method of initiating a criminal proceeding under applicable law, criminal proceeding may be initiated for violation of any provision of Section 8-201.1 through this Section 8-201.8 by making an offense report and serving a uniform complaint and notice to appear upon the accused. The offense report shall be forwarded to the district attorney for prosecution.

c. Each day that any violation occurs shall constitute a separate offense and shall be punishable as a separate violation. Provided, however, that if any person is found guilty of a violation hereunder and it shall appear to the court that the violation complained of is continuing, then in addition to the penalty set forth, the court shall enter such order as it deems appropriate to cause the violation to be abated.

d. Compliance with the rules and regulations set forth in Section 8-201.1 through 8-201.7, inclusive, is mandatory and is a prerequisite to the use and enjoyment of the Park. Therefore, in addition to the penalties set forth in Section 8-201.8.a, the privilege of any person to use and enjoy the Park may be temporarily suspended or revoked by the Douglas County Sheriff, the Director of Public Works, or their designees for violation of any of the rules and regulations contained herein. Such suspension or revocation may apply to the use or enjoyment of all Park facilities or may be limited to specific items, such as operation of a boat on the Lake. Any such suspension or revocation shall, but only at the request of the alleged violator, be reviewed within two (2) working days by the County Administrator or his/her designee who shall either affirm or reverse the action. A decision to affirm may be appealed to the Board of County Commissioners but such appeal shall be filed within three working days. Revocation of the privilege of a person to operate a boat on the Lake may only be restored by making application to the Board of County Commissioners. The Douglas County Sheriff shall enforce any temporary suspension or revocation. Violation of a temporary suspension or revocation shall be unlawful and shall give rise to a separate offense hereunder.

DESIGNATION OF AREAS AND MAPS

8-201.9 DESIGNATION OF AREAS AND MAPS. Whenever these regulations reference designated areas, such as designated swimming area, designated skiing area, or designated camping areas, the reference shall mean those areas designated by the Director of Public Works for such use. The Director of Public Works shall appropriately mark all designated areas and may cause maps of the Park to be prepared and distributed providing information as to the location of each designated area.

SECTION 2. Repeal. Section 8-201 of the Douglas County Code and Resolution No. 5-17, Resolution 6-15 and Resolution 12-06, as existing prior to the effective date of this Resolution, are hereby repealed.

SECTION 3. Effective Date. This Resolution shall take effect on _____, 2017, and be in force from and after its publication once each week for the three consecutive weeks in the official county newspaper.

ADOPTED, the year and day set forth above.

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chair

Nancy Thellman, Member

Michelle Derusseau, Member

ATTEST:

Jameson D. Shew, County Clerk

MEMO

To: The Board of County Commissioners
Craig Weinaug, County Administrator

From: Teri Smith, Director

Date: March 8, 2017

Re: Burn Resolution

It is determined that it is necessary and advisable to promote fire safety and to protect persons and property from the dangers of open burning by implementing limited restrictions and requirements on open burning. A Home Rule Resolution Implementing Open Burning Regulations for the Unincorporated Areas of Douglas County, Kansas was established and adopted in July 2015.

Since the adoption of the resolution, there have been requests to modify the resolution on when Open Burning is Prohibited (6-103). Changes include removing wind speed as an automatic criteria, but authorizing the County Administrator to make a local determination that a threat exists in the area due to other variables that could affect fire burning.

Recommendation: The County should approve the updated resolution.

**A RESOLUTION REGULATING OPEN BURNING
FOR THE UNINCORPORATED AREAS OF DOUGLAS COUNTY, KANSAS**

WHEREAS, the Board of County Commissioners deem it necessary to establish criteria dealing with open burning within the unincorporated areas of Douglas County, Kansas and modify the regulations for open burning in the unincorporated areas of Douglas County, Kansas.

WHEREAS, the governing body deems it in the best interest of the public safety and the economy of the agriculture community that open burning should be regulated within the unincorporated areas of Douglas County, Kansas.

WHEREAS, recent changes in the overall makeup of certain portions of Douglas County, Kansas have created the need for diverse regulations and procedures to provide adequate fire protection for all citizens. Portions of Douglas County, which were once mainly agricultural areas, now have become populated areas with numerous residential structures interfaced with farm and other agricultural property. With the increased population in these areas, uncontrolled and unregulated open burning poses an unreasonable threat to the public safety. It is also acknowledged that some large portions of Douglas County, Kansas remain mainly agricultural areas and that open burning of grass and pasture is an important function in maintaining these areas. Without provisions for the open burning of pastureland, economic hardships could be imposed upon these property owners.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION AND INTENDING TO EXERCISE OF THE POWERS OF HOME RULE LEGISLATION PURSUANT TO K.S.A. 19-101a, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Adoption of Regulations on Open Burning. The following is adopted as part of Chapter 6 (Fire Safety), Article 1 (Outdoor Burning) of the Douglas County Code:

DEFINITION, for the purpose of this resolution open burning shall be defined as the burning of unwanted materials such as paper, trees, brush, leaves, grass, and other debris, where smoke and other emissions are released directly into the air without passing through a chimney or a stack. Open burning also includes incineration devices that do not control the combustion air to maintain an adequate temperature and do not provide sufficient residence time for complete combustion. Open burning pollutes the air and poses a fire hazard. The air pollution created by open burning can irritate eyes and lungs, obscure visibility, soil nearby surfaces, create annoying odors, and are a danger to those with respiratory conditions.

CHAPTER 6. FIRE SAFETY

ARTICLE 1 OUTDOOR BURNING

1. Persons conducting any outdoor open burning regulations, shall notify the Douglas County Emergency Communication Center or Jurisdictional Fire Department of such intention to burn prior to the burn and provide the following information and agree to the stated conditions:
 - (a) Location of the intended burn and the name, address, and telephone number of the person responsible for the open burning.

- (b) Duration and schedule of the burning.
 - (c) Description of the proposed open burning.
2. All outdoor burning shall be conducted in accordance with the Kansas Department of Health and Environment rules and regulations for Open Burning (K.A.R. 28-19-645 thru K.A.R. 28-19-648). For the purpose of these regulations "Agricultural Open Burning" of vegetation such as grass, woody species, crop residue, and other dry plant growth for the purpose of crop, range, pasture, wildlife or watershed management shall be exempt from the prohibition on the open burning of any materials imposed by K.A.R. 28-19-645, provided they follow all other conditions.
 3. Nothing in this resolution shall relieve any property owner or other responsible parties from the obligations of obtaining the proper permit from the Kansas Department of Health and Environment.
 4. The Officer in Charge or his/her designee of any fire service agency shall have the authority to deny any person permission to conduct open burning within their fire protection jurisdiction based upon the current or expected weather conditions, the availability of fire suppression and support resources, or other conditions which may create an unreasonable risk to the public's safety.
- 6-101. OPEN BURNING ONLY ALLOWED IN LIMITED SITUATIONS. No person shall conduct any open burning in the unincorporated areas of Douglas County except as allowed by the regulations, conditions, and limitations set forth in this Article. Allowed open burning is limited to the following:
- (a) Agricultural open burning. The open burning of vegetation such as grass, woody species, crop residue, and other dry plant growth for the purpose of crop, range, pasture, wildlife or watershed management (this includes the burning of routine brush piles accumulated from the property); provided, however, brush, limbs, and other materials brought from offsite shall not be burned.
 - (b) Residential open burning. Open burning at a residential premise containing five or less dwelling units and incidental to the normal habitation of the units.
 - (c) Ceremonial and cooking open burning. Open burning for cooking or ceremonial purposes on public or private land regularly used for recreational purposes. A ceremonial and cooking open burning fire shall not exceed five feet in diameter at its base. Ceremonial and cooking open burning fires that exceed this limitation require a permit granted pursuant to Section 6-107.
 - (d) Construction open burning. Open burning of clean wood from construction projects carried on at the construction site; provided, however, materials other than wood or materials brought from offsite shall not be burned.
 - (e) Specifically approved open burning. Open burning in accordance with a permit granted pursuant to Section 6-107.

6-102. OPEN BURNING REGULATIONS. Persons conducting open burning, as allowed in Section 6-101, shall comply with the following regulations:

- (a) A person shall not conduct an open burn that creates a traffic safety hazard. If conditions exist that may result in smoke blowing toward a public roadway, the person conducting the burn shall give adequate notification to the Highway Patrol, Sheriff's Office, or other appropriate state or local traffic control authorities before burning.
- (b) A person shall not conduct an open burn that creates an airport safety hazard. If smoke may affect visibility at an airport, the person conducting the burn shall give adequate notification to the appropriate airport authorities before burning.
- (c) The person conducting the burn shall ensure that the burning is supervised until the fire is extinguished.
- (d) The person conducting the burn shall notify Douglas County Communications Center or the local fire control authority with jurisdiction over the area before the burning begins.

6-103. OPEN BURNING PROHIBITED.

- (a) Notwithstanding any other provision in this Article, open burning is only allowed during a Low, Moderate, or High Rangeland Fire Index.
- (b) Open burning is prohibited during Very High, Extreme or Red Flag categories of the Rangeland Fire Index.
- (c) Open burning may be prohibited when a local determination is made by the County Administrator or his/her designee that a threat to the area exists or due to any other variables that could affect fire burning. These variables include, but are not limited to:
 - 1. Local jurisdictional authority
 - 2. Rangeland Fire Index is High, but the forecast is for sustained winds of greater than 15mph.
 - 3. Rangeland Fire Index is Low or Moderate, but the forecast is for sustained winds greater than 20mph.
 - 4. Resource limitations
 - 5. Local conditions of dryness
- (d) Open burning is prohibited on those days when a local or state governmental entity has imposed a county-wide or state-wide burning ban that includes the proposed burn location as set forth in 6-104 or other applicable law.

6-104. DECLARATION OF EMERGENCY.

- (a) As provided in K.S.A. 48-932, the Chair of the Board may declare that, due to low moisture conditions, or other relevant conditions, an emergency exists and that the outdoor burning ban provided for in Section 6-103 shall take effect and be in force for periods not in excess of seven days at a time. Such restrictions shall

take effect and be in force 24 hours after the filing thereof with the Douglas County Clerk.

- (b) As an alternative to the procedure contained in paragraph (a) of this Section, a majority of the Board may declare by ordinary motion that, due to low moisture conditions, or other relevant conditions, an emergency exists and that the outdoor burning ban provided for in Section 6-103 shall be in force for such time period as determined appropriate by the Board. Such restrictions shall take effect and be in force 24 hours after the filing thereof with the Douglas County Clerk.

6-105 OUTDOOR BURNING PROHIBITIONS DURING BURN BANS. Except as provided in Section 6-106, during periods of an outdoor burning ban in accordance with Section 6-103 and an emergency declared in accordance with Section 6-104, the outdoor burning ban includes, but is not limited to the following

- (a) The careless use and disposal of smoking materials, including, but not limited to, cigarettes, cigars and pipes. All smoldering remains shall be discarded in inflammable containers and in a manner to reduce the potential for fires.
- (b) Building, maintaining, attending or using any open fire or campfire, except in permanent stoves or fireplaces or in barbecue grills in developed recreational sites or on residential home sites.
- (c) Burning of all fence rows, fields, wild lands, ravines, trash, debris or other areas or materials. Such burning may be exempted from these restrictions when it is necessary for crop survival and has been specifically approved in writing by both the Douglas County Sheriff's Office and the fire chief of the jurisdiction in which the burning is to take place. Crop survival means the burning of stubble in preparation for the planting of a crop.

6-106. BURN PERMITS.

- (a) A permit allowing an owner or operator to burn despite a burning ban under Section 6-104 or a burning ban under Section 6-105 may be granted by the Board of County Commissioners upon the filing of an application therefore by the owner or operator of any business or governmental authority in Douglas County, if the Board of County Commissioners finds the following conditions are satisfied:
 - 1. The burning of trash, debris, or waste that is a byproduct of the operation of the business or governmental operations is a business or governmental necessity.
 - 2. Such burning will be carried out at a location, at such a time, and in a manner that does not pose an unreasonable risk to neighboring property and the public health, safety and welfare.
 - 3. The business or governmental authority presents evidence of insurance determined by the Board to be adequate to insure against loss of life, other personal injury, or damage to any property occurring on or off the

business premises that results either directly or indirectly from such burning operation.

4. The business or governmental authority is in compliance with all other laws, rules or regulations of Douglas County at the time the permit is granted.
 5. The proposed burn complies with all other applicable laws, rules or regulations, including but not limited to permit and other requirements of Kansas agencies.
- (b) Any permit granted by the Board of County Commissioners in accordance with this Section shall be subject to revocation at any time by a majority vote of the Board of County Commissioners if the Board of County Commissioners determines that the owner or operator is not conducting the burn in accordance with the conditions of the permit or if one or more of the findings made in accordance with Subsection (a) of this Section are no longer applicable.
 - (c) The Board of County Commissioners may impose such conditions upon the approval of a permit as it deems appropriate under the circumstances.
 - (d) Any burn pursuant to a permit must be conducted in compliance with all conditions that the Board of County Commissioners may place upon the burn.
 - (e) The person conducting the burn pursuant to a permit must to be in possession of the permit issued under the authority of the Board of County Commissioners pursuant to this Section, and shall present the permit to any law enforcement officer, representative of the jurisdictional fire department, or any Douglas County employee upon request.
- 6- 107 PRESUMPTION. In levying a criminal penalty or civil fine for any violation or failure to comply with any provision of this Article, it shall be considered *prima facie* evidence that the person owning, occupying, or controlling any property upon which open burning is conducted voluntarily caused or permitted such burning to occur.
- 6-108 INTERPRETATION AND SEVERABILITY. This Article is supplementary to other provisions or remedies authorized or prescribed by any other applicable law or rule or regulation enacted thereunder. The invalidity of any particular provisions of this Article shall not affect the validity of any other provision. This Article shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which it is intended.
- 6-109 ENFORCEMENT AND PENALTIES.
- (a) Illegal Open Burning. Except as specifically permitted and in compliance with the terms and conditions in this Article, it shall be unlawful for any person to cause or permit any open burning of any wastes, structures, vegetation, or any other materials in the unincorporated areas of Douglas County.

- (b) General Violation. Any person who violates or fails to comply with any provisions of this Article or engages in conduct in violation of this Article shall be guilty of a Class C misdemeanor.
- (c) Violation of a Burn Ban. A person conducting or responsible for a knowing and willful open burn in violation of a county or state-wide burn ban shall be guilty of a Class A misdemeanor in accordance with K.S.A. 48-939.
- (d) Initiation of Criminal Proceedings. In addition to any other method of initiating a criminal proceeding under applicable law, any law enforcement officer or fire official of a governmental entity may initiate a criminal proceeding under this Article by making an offense report and forwarding a copy to the district attorney for prosecution or by serving a citation and notice to appear in court upon the alleged violator.

SECTION 2. Repeal of Prior Provisions. CHAPTER 6, ARTICLE 1. OUTDOOR BURNING, Sections 6-101, 6-102, 6-103, and 6-104, as existing in the County Code before adoption of this Resolution, are hereby repealed. These sections are renumbered and amended as set forth above.

SECTION 3. Effective Date. This is a Home Rule Resolution and shall take effect and be in force from and after its publication once in the official county newspaper.

PASSED, APPROVED and ADOPTED by the Board of Douglas County Commissioners
of Douglas County, Kansas on this _____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS:

Jim Flory, Chair

Nancy Thellman, Member

Mike Gaughan, Member

ATTEST:

Jameson D. Shew, County Clerk

Memorandum

City of Lawrence-Douglas County

Planning & Development Services

TO: Board of County Commissioners

CC: Craig Weinaug, County Administrator

FROM: Mary Miller, Planner

Date: March 23, 2017

RE: **CUP-16-00069:** Conditional Use Permit, King's Borrow Area and Landfill; N 1300 Rd & E 1750 Rd. Submitted by Landplan Engineering PA, for Dan King, Denise King, Kent King & Patricia King, property owners of record.

ATTACHMENTS:

A: Revised CUP plan

B: 4/25/2016 Planning Commission staff report written prior to removal of proposed recycling facility

BACKGROUND

A borrow pit was approved at the subject property as a Temporary Business Use, rather than with a Conditional Use Permit, as permitted with Home Rule Resolution No. HR-13-9-3. Processing the borrow pits as a Temporary Business Use was permitted to accommodate KDOT's schedule for construction of the South Lawrence Trafficway. The Temporary Business permits did not address reclamation and they were set to automatically expire and terminate on October 31, 2016. A Conditional Use Permit was necessary for the continued use of the borrow pit.

A set of applications which included a rezoning request, a Conditional Use Permit application, and a preliminary plat, were submitted in 2016 to accommodate the continued use of the borrow pit and the development of a construction materials recycling facility at the subject property. The borrow pit required approval of a Conditional Use Permit and the recycling facility required rezoning to the I-3 District and a site plan.

April 25, 2016: The Planning Commission voted 7 to 1 to forward the I-3 rezoning request to the County Commission with a recommendation for denial and voted unanimously to forward the Conditional Use Permit application for the borrow pit with a recommendation for approval. The preliminary plat was placed on hold pending the outcome of the rezoning request.

May 11, 2016: The Board of County Commissioners considered these items at their May 11, 2016 meeting and voted unanimously to deny the rezoning request and to approve the Conditional Use Permit for the borrow pit subject to revised conditions. Commissioner

Thellman requested that additional information be provided on the plan regarding reclamation of the site.

REVISED PLAN

The plans have been revised to remove the proposed recycling facility, which would have required the I-3 Zoning, and to provide additional information regarding the reclamation of the site when borrowing is complete. In addition, the borrow pit area was expanded to include the area which had formerly been proposed for the recycling facility. This change was not significant enough to require a public hearing before the Planning Commission, but the Planning Director determined it would require approval of the County Commission.

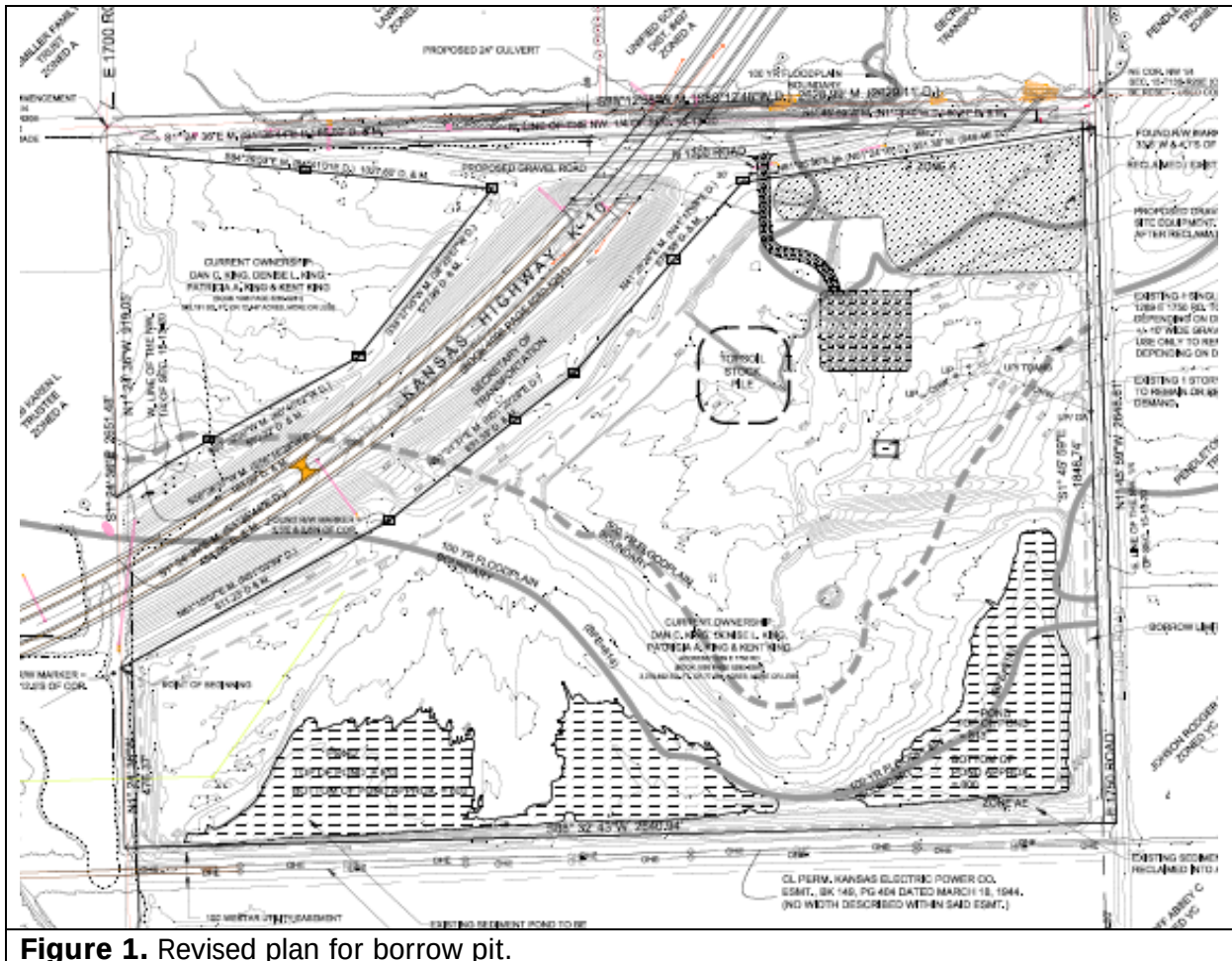


Figure 1. Revised plan for borrow pit.

Changes:

- Ponds along the south side of the property will be filled with Clean Rubble. This would be considered a reclamation step for these borrow pits. The plan notes that the pond will be filled to a maximum elevation of 813.
- The borrow area has been extended throughout the site. No new borrow pits will be constructed; the only fill will occur in the existing borrow pit ponds.
- The gravel parking area for site equipment will be removed when reclamation is complete.

- The existing residence and outbuilding may remain or it may be removed, depending on the demand for borrow material.
- Topsoil will be stockpiled near the gravel parking area. This will be used for reclamation of the site. The topsoil pile may be a maximum of 30 ft tall. The pile will be seeded and vegetation established to prevent erosion.
- Sheet 2 of the plan contains the reclamation plan. The plan shows the borrow pit ponds at the southern portion of the property being filled with an approximate finished grade of 813. The property will be graded to slope to the north with a maximum elevation of 820 at the north property line. The notes indicate that this final grade is approximate and will only happen if there is enough demand for the borrow material. The operation notes on Sheet 1 list the minimum finish grade to be 813.

The conditions which were recommended with the previous plans have been revised slightly to remove any reference to recycling or processing activities. The conditions recommended for the borrow pit are:

1. The Conditional Use Permit shall be administratively reviewed every 5 years. The Conditional Use Permit shall expire 10 years from the date of the Board of County Commissioner's approval.
2. Commercial truck traffic to the facility is limited to the following roads:
E 1750 Road/Noria Road; N 1400 Road (Old K-10 Highway); E 1700 Road; K-10 Highway east or west.
3. Fill material for ponds to be Clean Rubble as defined by KDHE with a minimum of 3 inches of top soil.
4. The minimum finish grade shall be 813 and the ponds shall be filled to an approximate elevation of 813.
5. The borrow pit shall be excavated no deeper than Elev. 800 Ft. (NAVD).
6. Approval of a Floodplain Development Permit prior to the commencement of the use.

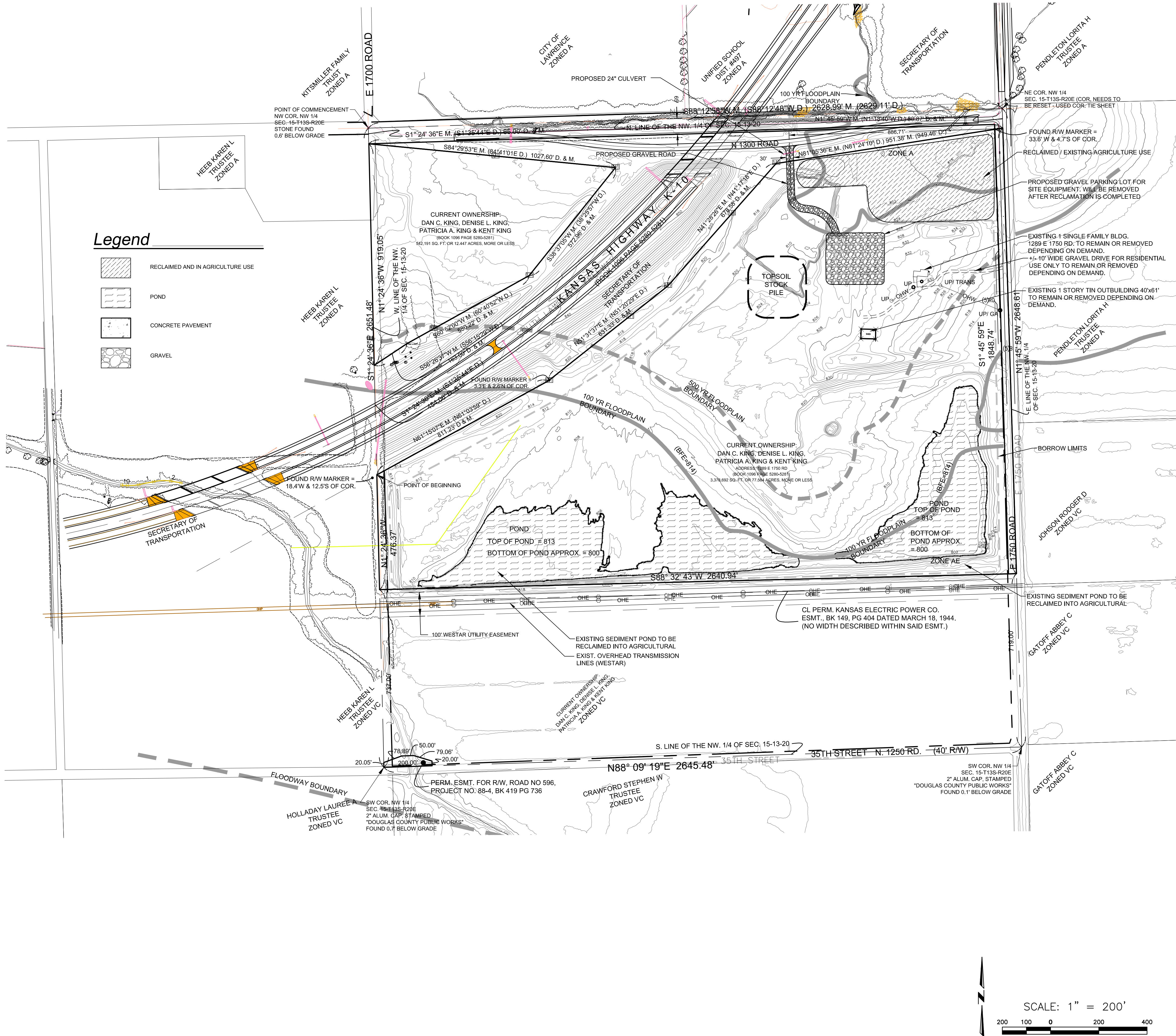
The plan notes these with the exception of No. 5. This should also be noted on the plan

RECOMMENDATION:

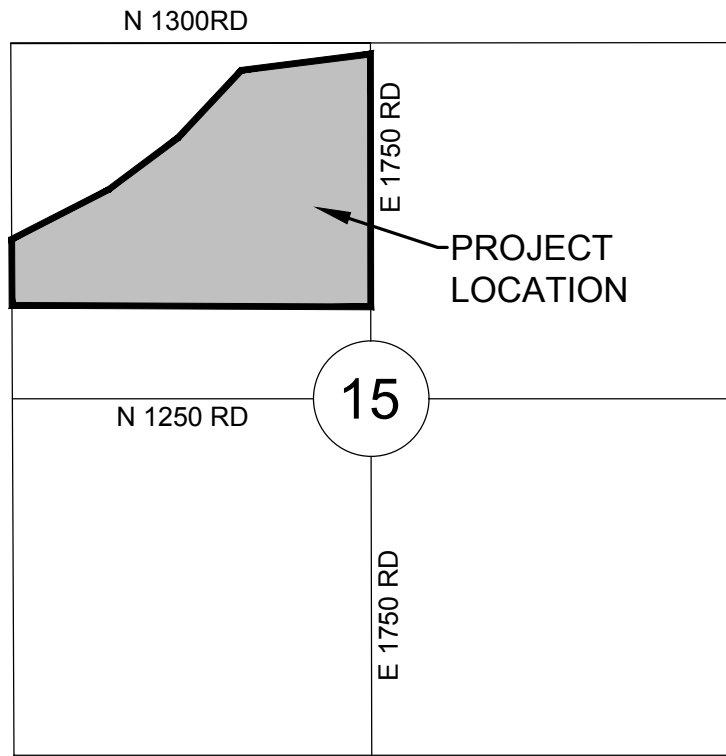
Staff recommends approval of the King Borrow Area and Landfill CUP with the following conditions:

1. The Conditional Use shall be subject to the following conditions:
 - a) The Conditional Use Permit shall be administratively reviewed every 5 years. The Conditional Use Permit shall expire 10 years from the date of the Board of County Commissioner's approval.
 - b) Commercial truck traffic to the facility is limited to the following roads:
E 1750 Road/Noria Road; N 1400 Road (Old K-10 Highway); E 1700 Road; K-10 Highway east or west.

- c) Fill material for ponds to be Clean Rubble as defined by KDHE with a minimum of 3 inches of top soil.
 - d) The minimum finish grade shall be 813 and the ponds shall be filled to an approximate elevation of 813.
 - e) The borrow area shall be excavated no deeper than Elev. 800 Ft. (NAVD).
 - f) Approval of a Floodplain Development Permit prior to the commencement of the use.
2. Provision of a revised CUP plan to the Planning Office with the change noted below:
- a) Addition of a note indicating that the borrow area shall be excavated no deeper than Elev. 800 ft (NAVD).



Location Map



SEC. 15-T13S-R20E
DOUGLAS COUNTY, KANSAS
NOT TO SCALE

General Notes

OWNER: DAN C. KING, DENISE L. KING, PATRICIA A. KING, KENT KING
2015 WALNUT STREET
OSKALOOSA, KANSAS 66066-4000

- LAND PLANNER / LANDPLAN ENGINEERING, P.A.
ENGINEER: 1310 WAKARUSA DRIVE
LAWRENCE, KS 66049
2. TOPOGRAPHIC INFORMATION OBTAINED FROM 2012 DOUGLAS COUNTY LIDAR AERIAL DATA.
3. EXISTING LAND USE: BORROW AREA / AGRICULTURAL / SINGLE FAMILY
4. PROPOSED LAND USE: BORROW AREA / AGRICULTURAL / LANDFILL / SINGLE FAMILY
5. EXISTING ZONING: AGRICULTURAL / VALLEY CHANNEL
6. PROPOSED OPERATION OF THE BORROW AREA: REMOVE TOPSOIL STOCK, DISTURBED MATERIAL FROM BORROW AREA, DELIVER TO SITE, STABILIZE ALL DISTURBED AREAS WITH EXISTING TOP SOIL.
7. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN SUBMITTED TO KANSAS DEPARTMENT OF REVENUE FOR THE LAND ENVIRONMENT (KHQE) AND IS ON FILE.
8. A KANSAS DEPARTMENT OF AGRICULTURE, DIVISION OF WATER RESOURCES PERMIT IS NOT REQUIRED FOR BORROW AREA.
9. THE CONDITIONAL USE PERMIT SHALL BE ADMINISTRATIVELY REVIEWED EVERY 5 YEARS.
10. THE CONDITIONAL USE PERMIT SHALL EXPIRE 10 YEARS FROM THE DATE OF THE BOARD OF COUNTY COMMISSIONER'S APPROVAL.
11. THE USE OF THE BORROW AREA TO THE FACILITY IS LIMITED TO THE FOLLOWING ROADS: E 1750 ROAD/NORIA ROAD; N 1400 ROAD (OLD K-10 HIGHWAY); E 1700; K-10; HIGHWAY EAST OR WEST.
12. THE BORROW AREA SHALL BE USED BY EMPLOYEES UNTIL THE PROPERTY IS SERVICED BY A RURAL WATER DISTRICT. WELL MUST COMPANIES AND POTABLE WATER DOUGLAS COUNTY HEALTH DEPT.
13. EXISTING MATERIAL FOR PONDS TO BE CLEAN RUBBLE AS DEFINED BY KHQE WITH A MINIMUM 3 INCHES OF TOP SOIL.
14. FUTURE AG USE WILL BE BROME FIELD AND ROW CROPS.
15. MINIMUM FINISH GRADE TO BE 113.00 TO MATCH EXISTING SURROUND ELEVATIONS.
16. NO BLASTING IS REQUIRED AND NONE WILL BE DONE ON THIS SITE.
17. TOPSOIL REMOVED FROM SITE SHALL BE STORED ALONG THE NORTHERN SIDE OF PROPERTY WITH A MAXIMUM HEIGHT OF 10 FEET, AS SHOWN ON THE PLAN. TOPSOIL PILES SHALL BE SEEDED AND VEGETATION ESTABLISHED TO PREVENT EROSION.

Site Summary

GROSS AREA:	3,378,692 SF	/	77.564 AC
RIGHTS-OF-WAY AREA:	0 SF		0 AC
NET AREA:	3,378,692 SF	/	77.564 AC
AVG. LOT SIZE:	3,378,692 SF	/	77.564 AC
TOTAL LOTS:			1
BORROW AREA:	2,063,610 SF	/	47 AC

Legal Description

LOT 1

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 20 EAST IN DOUGLAS COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 01 DEGREE 24 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1438.11 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF KANSAS HIGHWAY K-10 AS DESCRIBED IN GENERAL WARRANTY DEED, BOOK 1096 AT PAGE 5280-5281, DATED JANUARY 8TH, 2013; RECORDED IN SAID COUNTY AND STATE AND THE POINT OF BEGINNING; THENCE NORTH 61 DEGREES 15 MINUTES 07 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID K-10, A DISTANCE OF 811.23 FEET; THENCE NORTH 51 DEGREES 31 MINUTES 37 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID K-10, A DISTANCE OF 631.35 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 26 SECONDS EAST CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID K-10, A DISTANCE OF 678.58 FEET; THENCE NORTH 81 DEGREES 05 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID K-10, A DISTANCE OF 951.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, ALSO BEING 80.87 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREE 45 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1848.74 FEET TO A POINT 50 FEET NORTHERLY OF THE CENTERLINE OF A KANSAS ELECTRIC POWER COMPANY EASEMENT, AS DESCRIBED IN BOOK 149 AT PAGE 404, DATED MARCH 18, 1944 AND RECORDED IN SAID COUNTY AND STATE (NO OTHER EASEMENT IN SAID EASEMENT); THENCE SOUTH 88 DEGREES 32 MINUTES 43 SECONDS WEST, BEING 100 FEET NORTHERLY OF THE CENTERLINE OF THE SAID ELECTRIC EASEMENT, A DISTANCE OF 2640.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 01 DEGREE 24 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 476.37 FEET TO THE POINT OF BEGINNING, CONTAINING 3,378,692 SQUARE FEET OR 77.564 ACRES, MORE OR LESS.

Conditional Use Permit Operation Plan

BORROW AREA

Douglas County, Kansas

**LANDPLAN
ENGINEERING** PA



Lawrence, KS • Kansas City, MO • The Woodlands, TX

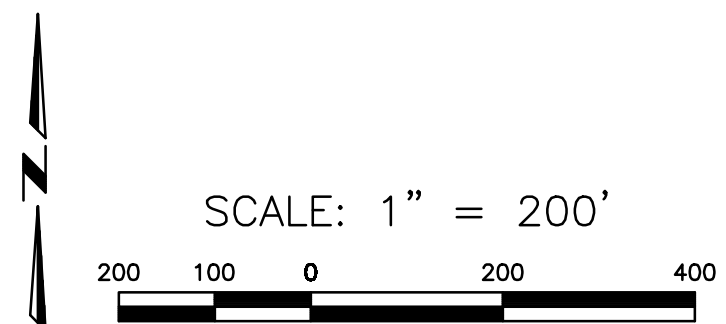
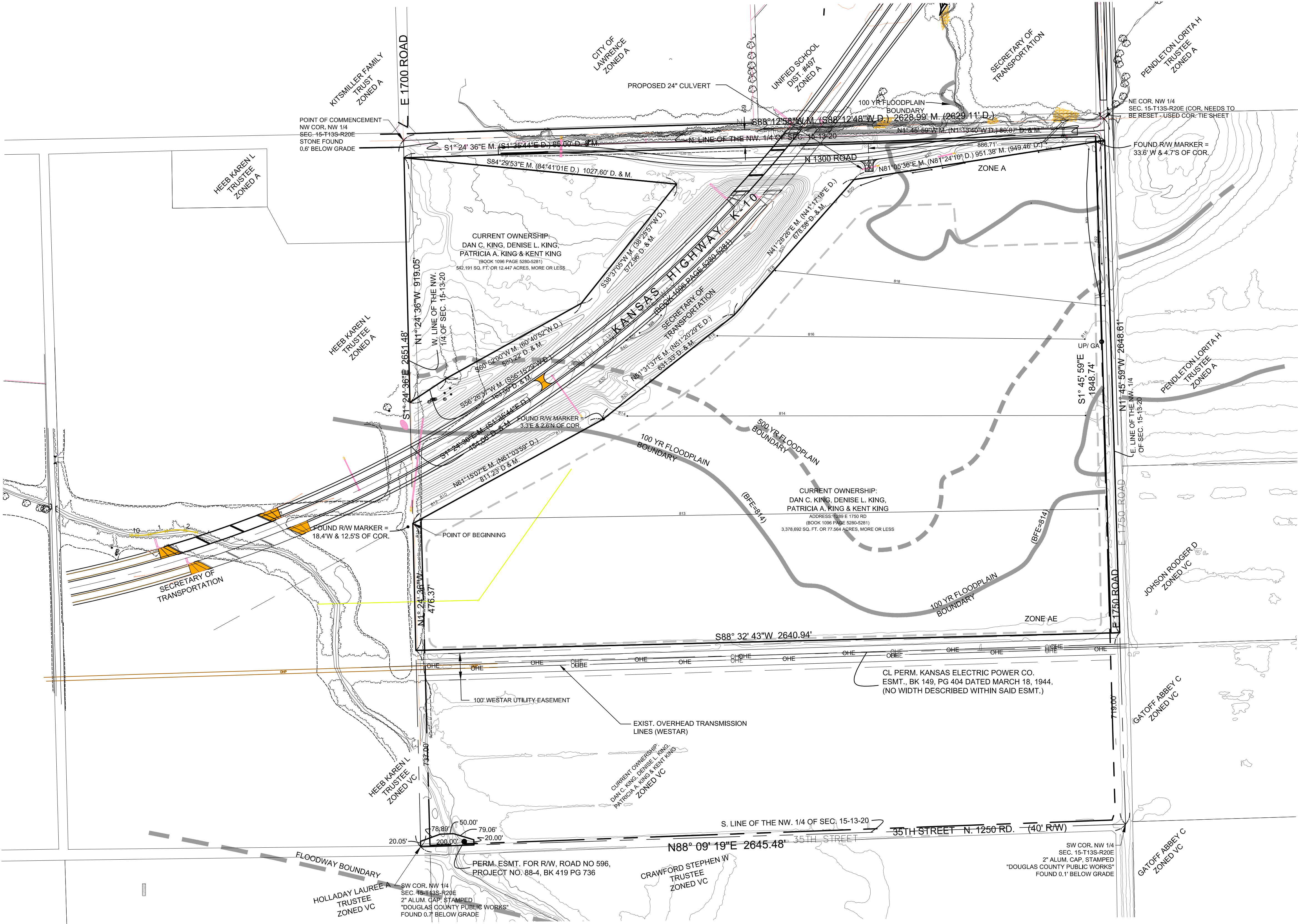
13110 Wakarusa Drive, Suite 100
Lawrence, Kansas 66049
785.843.7530(p) | 785.843.2410(f)
info@landplan-pa.com | www.landplan-pa.com

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**BORROW AREA
CONDITIONAL USE PERMIT
OPERATION PLAN
DOUGLAS COUNTY, KANSAS
N 1250 ROAD AND E 1750 ROAD**

REV	DATE	DESCRIPTION
1	05/13/16	PLANNING COMMENTS
2	01/09/17	PLANNING COMMENTS
3	01/16/17	PLANNING COMMENTS
4	01/23/17	PLANNING COMMENTS
5	01/27/17	PLANNING COMMENTS
6	03/01/17	PLANNING COMMENTS

DATE:		May 11, 2016	
PROJECT NO.:		20133027	
DESIGNED BY:		CLM	
DRAWN BY:		MSW	
CHECKED BY:		CLM	
ISSUE	SHEET NO.		
A	C-001		
OF		2	SHEETS



General Notes

1. APPROXIMATE FINISH GRADE SHOWING WITH HOUSE, OUTBUILDINGS AND DRIVE REMOVED.
2. TO BE SEEDED BROME OR ROW PLANTED CROPS.
3. EXISTING HOUSE, OUTBUILDINGS AND DRIVE MAY REMAIN OR BE REMOVED DEPENDING ON DEMAND.

Reclamation Process

THE KING'S CUP SHOWS THE FINAL GRADES BASED ON A FINAL BUILD OUT OF THE BORROW AREA. THIS WILL ONLY HAPPEN IF THERE IS ENOUGH DEMAND FOR THE BORROW MATERIAL.

AT THIS TIME, THE AREA THAT HAD BEEN REMOVED BY THE SLT TEMPORARY PERMIT HAS BEEN REPLACED WITH TOPSOIL NORTH AND WEST OF THE EXISTING BARN AND HOUSE. THIS AREA WILL BE RESEEDDED WITH BROME GRASS AND USED FOR HAY. IF A LARGE PROJECT COMES ALONG, THAT REQUIRES BORROW MATERIAL THE TOPSOIL WILL BE REMOVED AND STOCKPILED. THE BORROW AREA WILL START AGAIN AND WHEN COMPLETED THE TOPSOIL WILL BE REPLACED AND RESEEDDED BY BROME FOR HAYING AGAIN.

THE AREA SOUTH OF THE BARN TO THE EXISTING POND THAT WAS CONSTRUCTED DURING THE REMOVAL OF SOIL FOR THE SLT TEMPORARY PERMIT. THE EXISTING POND AREA WILL BE REFILLED WITH CLEAN RUBBLE FILL, AS DEFINED BY KDHE, FROM CONSTRUCTION PROJECTS WITHIN THE SURROUNDING AREA. THIS POND WILL BE FILLED TO THE APPROXIMATE ELEVATION OF 813 FEET WHICH IS THE SAME ELEVATION OF THE SURROUNDING AREA. THIS AREA WILL THEN BE TOPPED OFF WITH APPROXIMATELY 4 INCHES TO 6 INCHES OF TOPSOIL, WHICH IS ALONG THE SOUTHERN BERM OF THE EXISTING POND. THIS AREA WILL THEN BE SEEDED OVER WITH BROME GRASS AND HAYED; THIS MAYBE USED FOR ROW CROPS AFTER SEVERAL YEARS OF GRASS AND HAYING.

THE EXISTING FARM ROAD WILL REMAIN AS IT HAS BEEN WITH ACCESS TO 31ST STREET. THE FARM ROAD WILL REMAIN AS LONG AS THIS AREA IS FARMED.

THE AREA NORTH AND EAST OF THE FARM ROAD AND HOUSE WILL BE USED FOR ROW CROPS AS IT WAS DURING THE SLT TEMPORARY PERMIT.

Conditional Use Permit Reclamation Plan

BORROW AREA

Douglas County, Kansas

BORROW AREA CONDITIONAL USE PERMIT RECLAMATION PLAN DOUGLAS COUNTY, KANSAS N 1250 ROAD AND E 1750 ROAD

REV	DATE	DESCRIPTION
1	05/13/16	PLANNING COMMENTS
2	01/09/17	PLANNING COMMENTS
3	01/16/17	PLANNING COMMENTS
4	01/23/17	PLANNING COMMENTS
5	02/17/17	PLANNING COMMENTS
6	03/01/17	PLANNING COMMENTS

DATE:	May 11, 2016
PROJECT NO.:	20133027
DESIGNED BY:	CLM
DRAWN BY:	MSW
CHECKED BY:	CLM

ISSUE	SHEET NO.
A	C-002

PLANNING COMMISSION REPORT
Regular Agenda –Public Hearing Item

PC Staff Report
4/25/16

ITEM NO. 5C CONDITIONAL USE PERMIT; KING'S RECYCLE CENTER; N 1300 RD & E 1750 RD (MKM)

CUP-16-00069: Consider a Conditional Use Permit for King's Recycling Center, located at N 1300 Rd & E 1750 Rd. The CUP proposes the operation of a borrow pit and recycling of construction materials, as well as continued residential and agricultural uses on the property. Submitted by Landplan Engineering PA, for Dan King, Denise King, Kent King & Patricia King, property owners of record.

STAFF RECOMMENDATION: Staff provides the following recommendations on the items included in the CUP plans:

1. Staff recommends approval of the Conditional Use Permit for the Borrow Pit.
2. Staff recommends approval of the Conditional Use Permit for the residence within an Industrial Zoning District, if the I-3 Zoning request is approved.
3. Staff recommends denial of the site plan for the recycling facility *unless* the I-3 Zoning request is approved. If the I-3 Zoning request is approved, staff would recommend approval of the site plan.

These recommendations are subject to the following conditions:

1. The Conditional Use Permit shall be administratively reviewed every 5 years. The Conditional Use Approval for the borrow pit use shall expire 10 years from the date of the Board of County Commissioner's approval.
2. Commercial truck traffic to the facility is limited to the following roads:
E 1750 Road/Noria Road; N 1400 Road (Old K-10 Highway); E 1700 Road; K-10 Highway east or west.
3. Only clean construction rubble shall be stockpiled or processed on the site.
4. Well water usage is limited to the office and employees until the property is serviced by a Rural Water District.
5. The borrow pit shall be excavated no deeper than Elev. 800 Ft. (NAVD).
6. Provision of a revised CUP plan with the following changes to the landscaping, per Planning approval:
 - a. Provide a mix of evergreen and deciduous trees for screening landscaping along N 1300 Road.
 - b. Revise the landscaping shown along E 1750 Road to include evergreen trees west of the street trees that are shown and to extend the landscaping to the north property line.
 - c. Label the species of the trees along E 1750 Road to match those listed on the Master Street Tree Plan, when approved.
 - d. List Conditions No. 1-5 on the plan.

Reason for Request: *"Develop a Recycle Center for Construction Material."*

KEY POINTS

- The application is for the approval of two Conditional Uses, a borrow pit which is classified as a *Mining and Excavation* use and a residence that, if the property is rezoned to an industrial district, requires approval as a Conditional Use. This report will evaluate these two Conditional Uses for conformance with the Golden Factors. The CUP plans include the construction materials recycling facility, that will be located on the site if the associated rezoning request to the I-3 District is approved. The recycling facility will not be included in the discussion of the Golden Factors in this report, as it was included in the discussion in the I-3 rezoning report, but will be discussed in the Site Plan section at the end of the report.
- A Borrow Pit is classified as a *Mining and Excavation* use and requires approval of a Conditional Use Permit. Borrow pits associated with the K10 Bypass (SLT) were approved through the Temporary Business Permit process. A Temporary Business Permit requires approval of the Board of County Commissioners but does not require a public hearing before the Planning Commission. This process was used for these borrow pits to expedite the reviews in conjunction with KDOT's construction schedule for the bypass. This borrow pit was approved with Temporary Business Use Permit ZTBU-2013-0006 on November 27, 2013. This permit will expire on October 21, 2016. The continued use of the borrow pit beyond that date requires approval of a Conditional Use Permit.
- A caretaker or manager's residence is permitted in the I-3 District; however, a single-family residence that is not accessory to an industrial use requires approval of a Conditional Use Permit. The residence on the site is not planned to serve as a caretaker or manager's residence; therefore, it is included in the Conditional Use Permit application. A Conditional Use Permit is required for the residence only if the I-3 Zoning request is approved.
- The recycling facility will include an office, scale house, rock crusher, and stockpile/sales areas for raw and recycled construction materials. The recycling of construction materials is not specifically defined in the list of permitted uses, but is most similar to the *Concrete Central Mixing And Proportioning Plant* in operational characteristics and impacts. These uses are permitted in the I-3 District with approval of a site plan.

ATTACHMENT

- A --CUP Plans
- B --Traffic Impact Study (TIS)

OTHER ACTION REQUIRED

- Approval of the Conditional Use application and Site Plan by the Board of County Commissioners.
- Applicant shall obtain a permit for the Conditional Use from the Zoning and Codes Office prior to commencing the use.
- Applicant shall obtain building permits from the Zoning and Codes Office prior to construction of structures.

PUBLIC COMMENT

- No public comment was received prior to printing this report.

GENERAL INFORMATION

Current Zoning and Land Use: A (County-Agricultural) and V-C (County-Valley Channel) Districts with F-F (County-Floodway Fringe Overlay) District;

Residential Detached Dwelling, Mining and Excavation (borrow pit), and *Agriculture*. A rezoning request to the I-3 (Heavy Industrial) District has been submitted and is being considered by the Planning Commission at their April meeting concurrently with this Conditional Use Permit application.

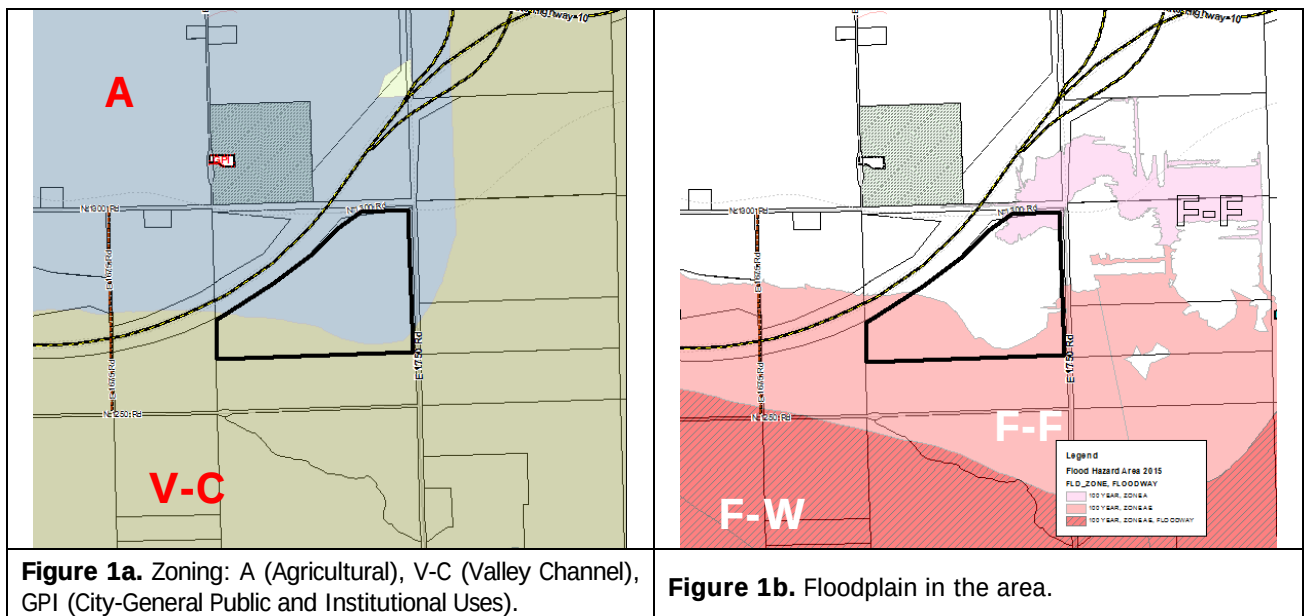
Surrounding Zoning and Land Use:
(Figure 1)

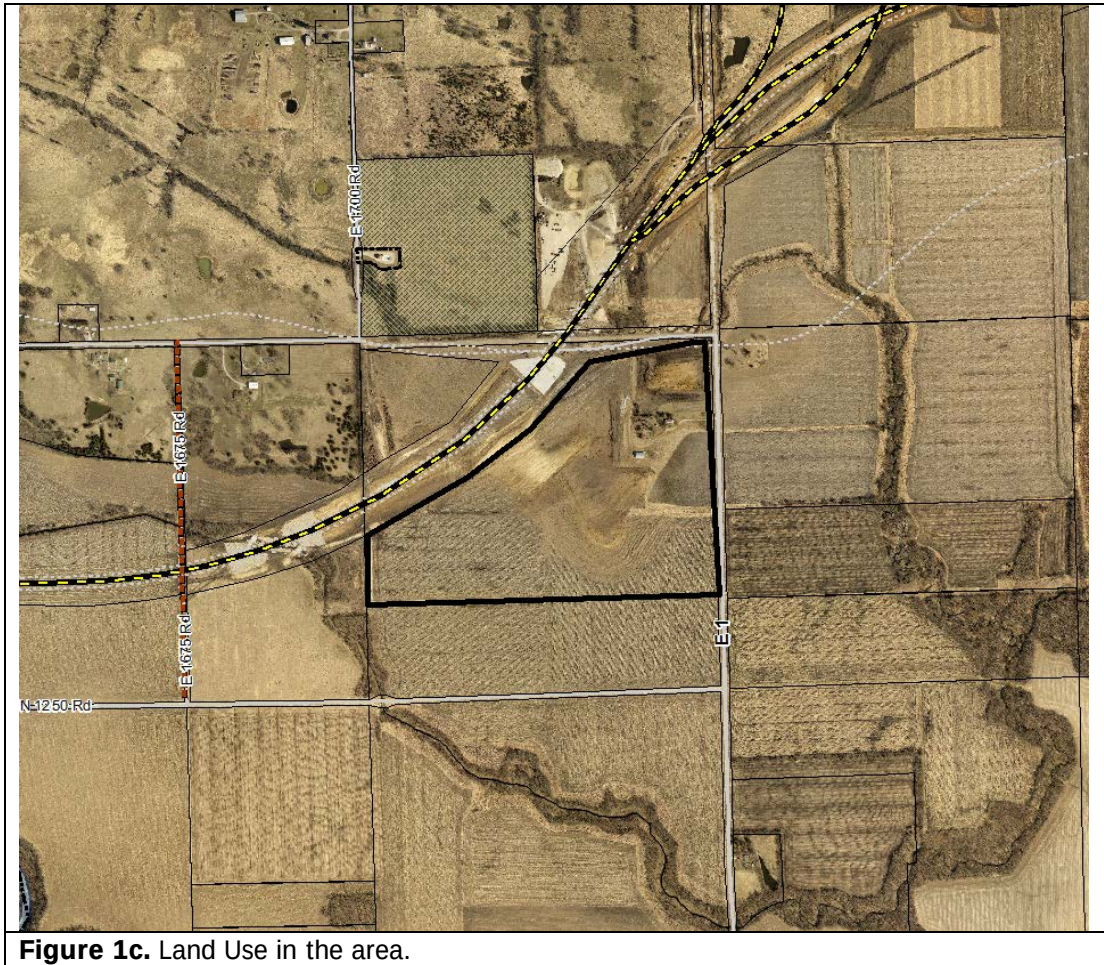
To the north: A (County-Agricultural) District with F-F (Floodway Fringe) Overlay District / and GPI (City-General Public and Institutional Uses) District; *Agriculture, Residential Detached Dwelling*, undeveloped City park, the SLT/K10 Highway, / and a sanitary sewer pump station, a *Minor Utility*, in the GPI District.

To the west: A (County-Agricultural) and V-C (County-Valley Channel) Districts with F-F (Floodway Fringe) Overlay District; *Agriculture*, the SLT/K-10 Highway, and *Residential Detached Dwelling*.

To the south: V-C (County-Valley Channel) Districts with F-F (Floodway Fringe) and F-W (Floodway) Overlay Districts / and GPI-FP (City-General Public and Institutional Uses with Floodplain Management Regulations Overlay District); *Agriculture*, the Wakarusa River corridor / and a City Wastewater Treatment Facility, a *Major Utility*, currently under development in the GPI-FP District.

To the east: A (County-Agricultural) and V-C (County-Valley Channel) Districts with F-F (Floodway Fringe) Overlay District; *Agriculture*, northern parcel has Conditional Use approval for a soccer facility, *Athletic Field*.





Summary of Request

The subject property, approximately 76 acres, is intended to be used for the storage of raw and processed construction materials associated with a construction materials recycling facility. A rock crusher will be on site to process the raw construction materials. A shop facility and a truck/equipment storage area will be included with the recycling facility. A borrow pit was approved for the property with the construction of the SLT/K10 Highway with a Temporary Business Permit to accommodate the construction schedule for the SLT/K10 highway. The continued use of the property for a borrow pit would require approval of a Conditional Use Permit (CUP). An existing residence on the site will remain. Some of the proposed uses require a rezoning to the I-3 (Heavy Industrial) District and site plan approval, and some require approval of a Conditional Use Permit. The following table lists the proposed uses and what approvals are required for each:

USE	Current A Zoning	Proposed I-3 Zoning
Residence	Permitted, no Planning Approvals required	CUP
Borrow Pit	CUP	CUP
Recycling Facility	Not allowed	Site Plan

The applicant indicated that the facility would recycle only clean construction rubble, no other materials will be brought to or stored on the site. The Kansas Department of Health and Environment define Clean Rubble as: “... *the following types of construction and demolition waste: concrete and concrete products including reinforcing steel, asphalt pavement, brick, rock, and uncontaminated soil as defined in rules and regulations adopted by the secretary.*” Clean Rubble will be brought to the site and a rock crushing plant will reduce the rubble into more usable sizes for resale and reuse. The facility will include stockpile areas for both raw and processed materials. The processed materials will be used for construction projects in the area and will also be available for sale to the public. A truck parking area, scale house and office will be constructed on the access drive to N 1300 Road. The facility will be open for operation on weekdays and some Saturdays as necessary for projects and is expected to be staffed by five employees. The plan shows that portions of the borrow pit will be, or have been, reclaimed for agricultural use and where the borrow pit will be reclaimed as ponds. Information provided with the preliminary plat application noted that the elevation of the water table was approximately 25 ft below grade level on the south side of the property and approximately 50 to 60 ft in the center portion of the property. The City GIS maps show the elevation of the property ranging from 812 at the lowest point to 836 at the highest. The CUP site plan shows the bottom elevation of the ponds as 800, which would be above the water table. The depth of excavation should be limited to 800 to insure the borrow pit does not impact the water table.

CONDITIONAL USES:

The following proposed uses are permitted in the I-3 District when approved with a Conditional Use Permit, as noted below:

12-319-4.04 Single-Family Dwellings in an Industrial District

12-319-4.05 Mining and Excavation

USES PERMITTED WITH SITE PLAN APPROVAL IN THE I-3 DISTRICT

A construction material recycling facility is not listed in the list of uses permitted in the I-3 District; however, the recycling facility has been determined to be similar in characteristics and impacts to a concrete mixing plant which is permitted in the I-3 District.

12-313-2.05 Concrete central mixing and proportioning plant

The proposed conditional uses, borrow pit and residence in an industrial district, have been reviewed with the following criteria provided in Section 12-319-1.02 of the Zoning Regulations:

I. ZONING AND USES OF PROPERTY NEARBY

Nearby property is zoned A (Agricultural), V-C (Valley Channel), F-F (Floodway Fringe Overlay) and F-W (Floodway Overlay) Districts and is used primarily for *Agriculture*. A Conditional Use Permit application for a soccer complex for the property to the east of the subject property was approved by the Board of County Commissioners in February 2016, but the complex hasn't yet been developed. An approximately 40 acre parcel to the northwest of the subject property is designated as a future City park. Approximately one acre of this park area was annexed into the City of Lawrence through an island annexation, rezoned to GPI (General Public and Institutional Uses) District and developed with a City sanitary sewer pump station. Approximately 77 acres to the north of the subject property is owned by Unified School District No. 497. Plans have not been submitted for this property, but it is possible that it could be developed with a public school. (Figure 2)

Figure 2. Recreational Uses or Open Space in the area. City limits dashed red lines.

The property is located within the Urban Growth Area boundaries of the City of Lawrence and is approximately 1 mile east of the city limits. The area is divided from the southwest to the northeast by the SLT/K10 Highway and is bounded on the south by the Wakarusa River Corridor and floodplain. While agriculture is the predominate land use, recreation and open space is also present or planned in the area. A soccer facility to the east of the subject property has development approvals and a wildlife conservation area is located further to the east (Figure 2). A ski lake and a driving range are located in the northeast portion of the area. Future City parkland is north of the subject property and is adjacent to property that is owned by Unified School District #497. The area is also characterized by the Wakarusa River Floodway and Floodplain. Figure 3 shows the future land uses recommended in the adopted Southeast Area Plan. Land to the north and northwest of the subject property is designated in the plan as park/open space (green), and varying densities of residential uses (yellow, tan and brown). Industrial uses and a limited amount of commercial uses are shown to the north, near the main leg of the K10 highway.

Staff Finding – The area is rural in character with agriculture being the predominate land use. The area contains the following open space recreational facilities: ski lake, and a wildlife conservation area. The following future open space recreational facilities are planned in the area:

city park, soccer facility, and areas denoted in the Southeast Area Plan as linear parks. The SLT/K10 bypass was recently constructed through the area to connect with K10 Highway to the north. The uses which require approval as Conditional Uses, the residence in the Industrial District and the borrow pit, should be compatible with the current and future surrounding land uses. The area is currently rural in nature but is expected to urbanize.

Expiration dates are often applied to Conditional Uses so they may be re-evaluated to determine if they remain compatible with the development in the area. A borrow pit is an appropriate temporary use, but should have a limited time frame for operation (ten years) so the compatibility of the use can be re-evaluated with the character of the area at that time.

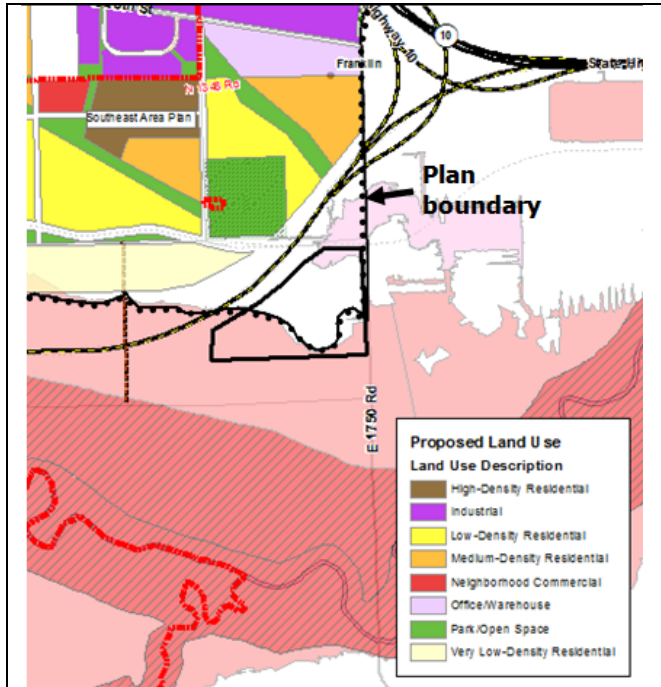


Figure 3. Land uses proposed in the Approved Long Range plan for the area to the north and west.

III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Applicant's Response:

"The purpose is to provide a service in the community to recycle construction waste without filling up the existing landfills."

The subject property is zoned A (Agricultural) and V-C (Valley Channel).

Uses allowed in the A District include: farms, truck gardens, orchards, or nurseries for the growing or propagation of plants, trees and shrubs in addition other types of open land uses. It also includes residential detached dwellings, churches, hospitals and clinics for large and small animals, commercial dog kennels, and rural home occupations. The V-C District allows a more limited range of uses which include agriculture, recreational, and farm residential. In addition, uses enumerated in Section 12-319 which are not listed as permitted uses in the A or V-C Districts, may be permitted when approved as Conditional Uses.

The property is relatively level, as shown in Figure 4, and contains an active borrow pit and a residence. The property is well suited for these uses.

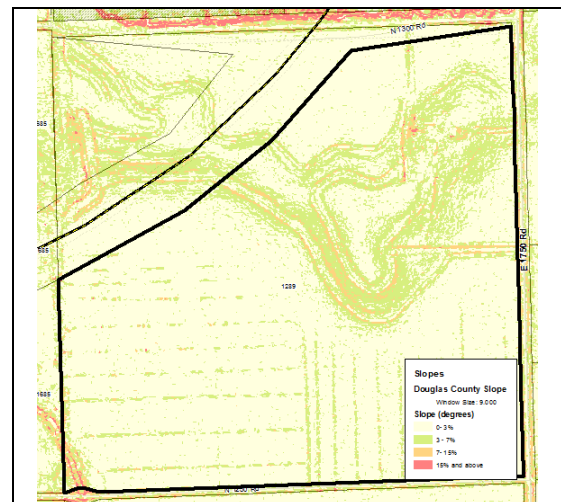


Figure 4. Topography of site.

Staff Finding – The property is well suited for the uses to which it is restricted with the A and V-C Zoning and for the uses which would require Conditional Use Approval: a borrow pit, *Mining and Excavation* and a *Residence in an Industrial Zoning District*.

IV. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

Staff Finding – The property is not vacant. The Douglas County Appraiser's records indicate that the residence on the property was built in 1920. A Temporary Business Permit was administratively approved by the Zoning and Codes Director for a borrow pit on November 27, 2013.

V. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Applicant's Response:

"This area has been used as a borrow area for the past two years for the development of the South Lawrence Trafficway."

Section 12-319-1.01 of the County Zoning Regulations recognize that "*certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district...when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited.*" The residence and borrow pit are included in the Conditional Uses enumerated in Section 12-319-4 of the Zoning Regulations for the Unincorporated Territory of Douglas County as *Single-family Dwellings in an Industrial District*, and *Mining and Excavation*.

No negative impact is expected from the continued use of the residence. The borrow pit has been in operation for approximately two years. Impacts from a borrow pit are usually related to the truck traffic to and from the site. When the borrow pit was used for the construction of the SLT/K10 highway, the truck traffic was kept fairly local. It is expected that additional truck traffic will occur through the area with the operation of the borrow pit for other projects. A Traffic Impact Study provided with the application indicated that the road network was adequate for the proposed uses, including the recycling facility and that no improvements were needed.

The Traffic Study evaluated the impacts of the trips to be generated by this development on the following intersections:

- a. E 1750 Road (Noria Road) and N 1300 Road;
- b. E 1750 Road (Noria road) and N 1360 Road;
- c. E 1750 Road (Noria Road) and County Road 442 (N 1400 Road); and
- d. N 1300 Road and E 1700 Road.

The recommendations for improvement were related to signage and trimming of vegetation. No physical changes were recommended to the intersections.

The study noted that the truck route would be from the entrance off N 1300 Road, then east to E 1750 Road (Noria Road) then north to N 1400 Road (Old Hwy 10), east to E 1900 road, then south to the K-10 Highway. (Figure 5) This truck route should be noted on the plan.

The study concluded that the facility would have no negative impact on the nearby roads but did recommend that the first 100 ft of the driveway be paved to insure gravel is not tracked on to N

1300 Road. The access drive into the site will be concrete for approximately 500 ft. Dedicated turn lanes are not warranted at this time, but the study recommended the need be re-evaluated as the background traffic grows with new developments in the area.

Another potential for negative impacts with this type of use is the glare or light trespass from exterior lighting. The applicant indicated that 40 watt exterior wall mounted lighting is being proposed

and lighting spec sheets have been provided to the Planning Office. The lighting should not result in off-site glare or light trespass. In staff's opinion, the borrow pit and the residence, the Conditional Uses, would have noise levels that are compatible with existing nearby land uses.



Figure 5. Truck Route shown in red.

The Conditional Uses should be administratively reviewed by the Zoning and Codes Office every 5 years to insure compliance with the standards of the Conditional Use Permit. Expiration dates are often applied to Conditional Uses so they may be re-evaluated to determine if they remain compatible with the development in the area. The borrow pit is compatible with the current development, but may become incompatible as the area develops further. A 10-year expiration on the borrow pit use is recommended.

Staff Finding – The County Engineer indicated that the expected traffic for the facility can be accommodated without any road improvements. Due to the agricultural nature of the nearby properties and the fact that the residence has been on the site since the 1920s and the borrow pit has been in operation for two years, the activities related to the borrow pit and residence should have no negative impact on nearby properties. The CUP for the borrow pit should have a ten year expiration date so the compatibility of the use can be re-evaluated with the development of the area at that time.

VI. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS

Applicant's Response:

"This business has provided an outlet that has not been available to the construction industry for a long time. This will also slow down the filling of our landfills in the area."

Approval of the request for the Conditional Uses would allow the continued use of the residence following rezoning to the I-3 District and the continued use of the borrow pit. The borrow pit would provide soil for projects throughout the area which would benefit the public welfare.

No benefit would be afforded to the public health, safety, or welfare by the denial of the request for the Conditional Uses (residence and borrow pit) as these are currently in existence and have relatively low impacts on nearby properties.

Staff Finding – In staff's opinion, there would be no gain to the public health, safety, and welfare by the denial of the request for the Conditional Uses: the residence and the borrow pit, as they are both low impact uses. The hardship to the property owner of denial would be that the

residence could not continue to be used--if the zoning to the I-3 District is approved. If the Conditional Use for the borrow pit is denied, the borrow pit use would end with the expiration of the Temporary Business Permit on October 21, 2016.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant's Response:

"The area is generally in agricultural land use with adjacent land use zoned for industrial land use with the East Hills Business Park to the north along with other industrial uses in the area."

An evaluation of the conformance of a Conditional Use Permit request with the comprehensive plan is based on the strategies, goals, policies and recommendations contained within *Horizon 2020*. The comprehensive plan does not directly address Conditional Use Permits; however it does contain recommendations for properties within the Urban Growth Area in Chapter 4, Growth Management. The plan recommends that the Urban Growth Area not be developed to urban densities until infrastructure is in place and recommends that developing properties be annexed. The CUP proposal will maintain the existing rural residence and agricultural uses and the borrow pit, which would not require the extension of infrastructure. The proposed uses are compliant with the comprehensive plan recommendations for properties within an Urban Growth Area.

Staff Finding –The proposed Conditional Uses are in compliance with recommendations in the Comprehensive plan regarding development within the Urban Growth Area.

CUP/SITE PLAN REVIEW

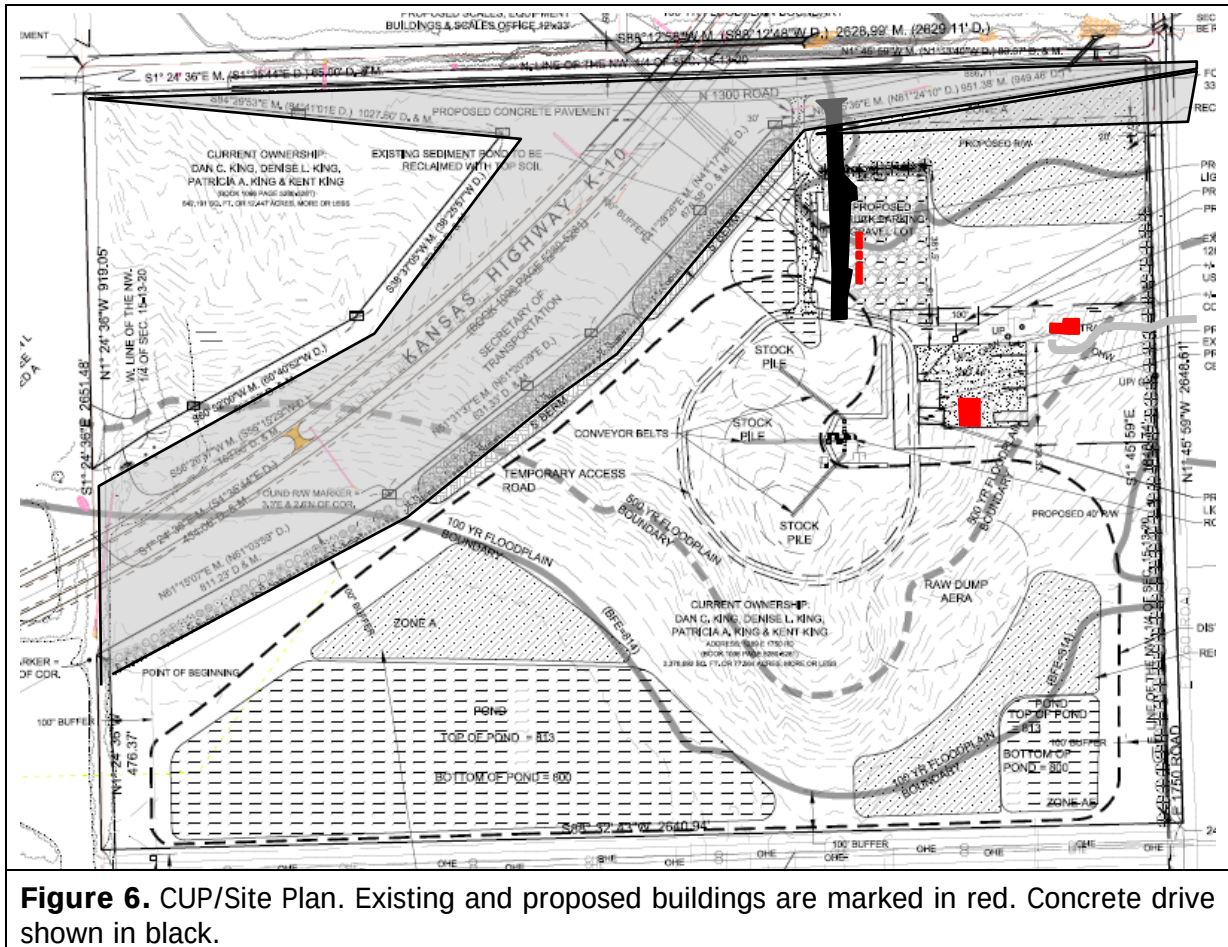
This portion of the report will evaluate the site plan for the residence, borrow pit and the recycling facility. The review will include the conditions listed in Section 12-319A-5 of the Zoning Regulations for site plan approval.

The development area contains approximately 77.5 acres and includes the following new and converted buildings (Figure 6):

1. Scales will be installed and a 12 ft x 33 ft (396 sq ft) equipment building with an office will be constructed to the east side of the access from N 1300 Road.
2. New shop building, 50 ft x 65 ft (3,250 sq ft).
3. Existing 1 story tin outbuilding, 40 ft x 61 ft (2440 sq ft), that will be used for storage. (This change in use and modifications to the building may require a building permit from the Zoning and Codes Office.)
4. Existing residence on east side of property, with access to E 1750 Road.

Other features of the plan include:

5. Gravel parking area for trucks, 381.5 ft x 255. 22 ft (97,366 sq ft).
6. 25 ft wide access drive from N 1300 Road which will be concrete for approximately 500 ft.
7. A temporary access drive will circle the stockpiles and the stockpile pens for loading and customer pick-up.
8. Reclaimed pond areas near the north end of the property. One with reclamation complete and another labeled 'to be reclaimed with topsoil'.
9. Landscaping is provided along the SLT/K10 Highway and E 1750 Road. (Landscaping is discussed in detail later in this report.)



Height, Area, and Density Standards: The I-3 District requires the following minimum setbacks: 25 ft front yard, 10 ft side yard, 20 ft rear yard. The buildings located on the site will observe these setbacks.

Parking and Access: The Zoning Regulations require 1 parking space per residence. The current parking for the residence meets this requirement. The borrow pit and recycling facility would be included in the parking use classification of manufacturing or industrial establishment which requires 1 parking space per 2 employees. The Traffic Impact Study noted that there would be 5 employees; therefore, 3 parking spaces are required. The parking will occur in the truck parking area. Employee parking spaces should be shown on the plan and marked on the site.

Water/Sewage Management: Rural water is not currently available in this area. The applicant intends to use well water for employees and in the office. Water for the rock crusher shall be brought to the site, or water may be used from the on-site ponds. The conditions should note that well water usage is limited to only the employees and office use.

The residence will continue to take access from the existing drive on E 1750 Road. The plan notes that this access is for 'residential use only'. The borrow pit and recycling facility uses will take access from N 1300 Road. The location of the access was approved by the County Engineer as it places the access as far from the N 1300 Road / E 1750 Road intersection as possible.

Screening:

The plan shows landscaping along the SLT/K10 right-of-way and along E 1750 Road. A mix of trees and shrubs are shown along the SLT/K10 right-of-way; however, with the highway being elevated it is unlikely that the shrubs would contribute to the buffering effect. The majority of the trees shown are deciduous. A mix of evergreens and deciduous trees would provide a more effective year-round buffer. This landscaping should be revised to include an even mix of evergreen and deciduous trees. The species for the trees along E 1750 Road are not identified at this time as the species that are approved with the Master Street Tree Plan with the final plat will be used. Evergreen trees in this location will also provide a more effective year round buffer; however, they are not acceptable as street trees. In addition to the trees shown on the plan, additional evergreen trees should be included behind the street trees to provide a buffer from noise and dust.

The plan proposes an area of approximately 2 acres for truck/equipment storage south of N 1300 Road. This area will be visible from N 1300 and E 1750 Roads and should be screened with landscaping. A mix of deciduous and evergreen trees should be provided along N 1300 Road for screening of this equipment area and other activities on the site.

Site Plan Conditions of Approval:

The following is a summary of the site plan review with the conditions of approval listed in Section 12-319A-5 of the Zoning Regulations.

1. The proposed uses are allowed in the zoning district. (The recycling facility requires rezoning to the I-3 District. The borrow pit and the residence are permitted in either the current zoning district or the proposed I-3 District, either by right or with a CUP)
2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses. While the noise and activity associated with the proposed recycling facility may not be compatible with adjacent land uses, the proposed layout of the site is compatible.
3. That the vehicular ingress and egress and circulation within the site provides for safe, efficient and convenient movement of traffic not only with the site but on adjacent roadways as well. The industrial and residential uses will utilize separate access points. The access on N 1300 Road was located to provide as much separation from the N 1300/E 1750 intersection as possible. A concrete access drive will provide access to the truck parking and to the temporary access drive to the stockpile areas.
4. That the site plan provides for the safe movement of pedestrians within the site. No pedestrians are anticipated with this use.
5. Sufficient mixture of grass, trees, so the development is in harmony with adjacent land uses and will provide a pleasing appearance to the public. Additional landscaping is recommended in the event the I-3 rezoning request allowing the recycling facility is approved; however, in staff's opinion, landscaping cannot adequately buffer or screen the open air recycling facility. The landscaping is adequate for the borrow pit and residence.

Conclusion

The Conditional Uses proposed comply with the County Zoning Regulations and the land use recommendation of *Horizon 2020*. These uses, as conditioned, should be compatible with the surrounding land uses.

The recycling facility, which requires I-3 zoning, may have impacts on nearby properties. These impacts were discussed in the I-3 rezoning staff report. Staff is recommending denial of the rezoning request, but provided this site plan review in the event the Commission determines the rezoning and use are appropriate.

SP-17-00053: Site plan for the conversion of a house into a Church use, located on approximately 10.4 acres at 1149 E 1500 Rd. Submitted by Johnson Group, LLC, for Roy G. and Marilyn J. Chaney, property owners of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described Site Plan based on the findings listed in this staff report, subject to the following conditions:

1. Dedication by separate instrument of the additional right-of-way needed to provide 60 ft of right-of-way on the subject property side of the E 1500 Road centerline.
2. Submittal of a revised site plan with the following changes:
 - a. Add the recording information (Book and Page Number) for the right-of-way dedication.
 - b. Revise the parking summary information to correct the parking requirement to one space per 5 seats and to note that 12 parking spaces are required.
 - c. Move parking Spaces # 4 and 5 to the west side of the access drives with Spaces # 6-15.
 - d. Add the following note: *"The access drive will be reviewed with any revision to the site plan to increase the occupancy to insure appropriate width is provided."*
 - e. Provide accessible sidewalk from ADA parking space to building entrance.
 - f. Add a note that the site plan must be revised and approved prior to the construction of any of the future parking areas.
 - g. Remove the portion of the existing drive located north of the proposed gravel cul-de-sac to provide a clear end to the driving path.

KEY POINTS

- The property and surrounding area are located within the A (Agricultural) Zoning District. A *Church* is a permitted use in the A District with approval of a site plan.
- The property is located on and takes access from E 1500 Road, which is classified as a Principal Arterial in the Douglas County Access Management Standards Map. A principal arterial requires 120 ft of right-of-way, which would be 60 ft on the subject property side of the centerline. Approximately 34 ft of right-of-way is provided on the subject property side of the centerline. The plan shows 60 ft of right-of-way in this location with the additional right-of-way to be dedicated by separate instrument. The right-of-way should be dedicated and the Book and Page number noted on the plan.
- The property is not platted but is a vested parcel. Per Section 11-101(e)(1) of the Subdivision Regulations [20-801(e)(i), City Code], a division of land created in conformance with the exemption section of the previously adopted Subdivision Regulations in effect prior to December 20, 2016 and such division was filed and recorded as a deed with the Register of Deeds office on or before Jun 1, 2005; such legally created parcel shall not be subject to further review under the Subdivision Regulations until it is further divided.
- The site plan doesn't indicate if a residence will be included with the church. If a residence is to be included, the site plan will need to be revised to reflect the additional use and update the parking requirement.

OTHER ACTION REQUIRED

- Submittal of one PDF copy of the approved site plan for release to the Douglas County Zoning and Codes Office for building permits.
- Submittal of building plans and application to the Zoning and Codes Office for building permit. A building permit must be obtained prior to any construction or change of use.

ATTACHMENTS

- Site plan

COMMUNICATIONS

No public communications were received prior to publication of this staff report.

GENERAL INFORMATION

Current Zoning and Land Use: A (Agricultural) District; *Residential Detached Dwelling*

Surrounding Zoning and Land Use: A (Agricultural) District in all directions with F-F (Floodway Fringe) and F-W (Floodway) Overlay Districts to the north and west; *Agriculture, Residential Detached Dwellings*, floodplain associated with the Wakarusa River, and woodland.

(Figure 1)

Legal Description: A tract of land situated in the Northeast and Southeast quarter of Section 19, Township 13 south, Range 20 east of the Sixth Principle Meridian, Douglas County, Kansas now described as follows:

Beginning at the northeast corner of the southeast quarter of the said Section 19; thence south 00°38'30" west along the east line of the said quarter section, 181.86 feet thence north 81°40'57" west 812.71 feet, thence north 00°38'30" east 558.47 feet, thence south 89°40'56" east 810.77 feet to a point on the east line of the northeast quarter of said Section 19; thence south 00°20'49" west along said east line, 376.61 feet to the point of beginning. The above 10.41 acres more or less, all in Douglas County, Kansas subject to public road right-of-way and easements of record.

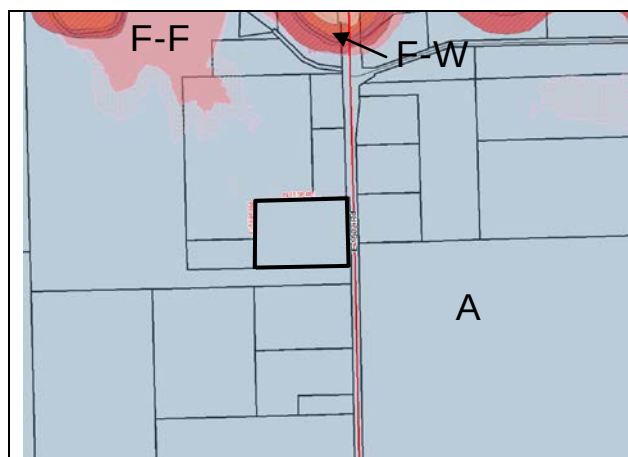


Figure 1a. Zoning in the area. Subject property outlined.



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

SUMMARY OF REQUEST

This site plan application is for the conversion of the existing residence on approximately 10.49 acres at 1149 E 1500 Road to a church. The only physical changes being proposed to the site are the addition of the required off-street parking area and additional screening landscaping. The plan shows the off-street parking to be installed at this time, and future areas for additional parking, when needed. The applicant provided the following information regarding this proposal:

"The Church was interested in the property primarily because of 'the way it currently is'. They would like to do minimal work to the outside in trying to keep it as close to the original residential look as possible. They were drawn to the open views the property provides. In addition, there is quite a bit of existing landscaping features near the house.

The property fits in well with the existing neighborhood the way it is right now. The neighbors to the east and north do not have an abundance of trees in their respective yards. The rural feel of the area is what attracted the Church to this property.

The church membership is small and will have minimal use. It will be used for group meetings only for a few hours, maybe twice per week. The sight of cars on the property should be minimal to the neighbors and surrounding area.

Please keep in mind a former heating & air business used the existing garage/warehouse (northwest of the house) for many years. The traffic associated with this activity will no longer occur. It'd be our assumption the Church use would reduce the level of activity in this area."



Figure 2. Subject property with residence and outbuilding.

PARKING

1149 E 1500 Road
(SP-17-00053)

Parking Spaces # 4 and 5 are located in the center of the wide access drive next to Spaces # 1-3. Spaces # 4 and 5 are located in the area that would be needed for Spaces # 1-3 to back up and turn. Spaces # 4 and 5 should be relocated to the west side of the drive, with Spaces # 6-15, to provide room for cars parked by the church to back up.

HEIGHT, AREA, AND BULK REQUIREMENTS

The Zoning Regulations require a minimum lot area of 10 acres for properties in the A District that take access from, and have frontage on, a principal arterial road. It also requires a minimum lot/frontage width of 1320 ft, and a minimum lot depth of 300 ft. The subject property contains the required area but not the required frontage; however it was divided prior to the adoption of the 2006 Subdivision Regulations and is a vested property.

The following standards apply in the A District for properties on a Principal Arterial:

- Front Yard: 60 ft base setback from centerline of road PLUS 150 ft for a total of 210 ft from centerline. The structure is located approximately 230 ft from the centerline.
- Side Yard: 10 ft
- Rear Yard: 30 ft
- Maximum Height: 35 ft / 2.5 stories

The existing structure complies with these standards.

Findings

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

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

This property is zoned A (Agricultural) District. This district permits a range of uses in addition to agriculture. The proposed use, a *Church*, is permitted in the A District. If an accessory use was proposed to the church, such as a day care center, it would be necessary to revise the site plan.

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

Residential land uses are adjacent to, or near, the property to the north, east, and south. As shown in Figure 2, the existing structure was designed as a residence and is compatible with the surrounding land uses. The site is well landscaped and no new exterior lighting is being proposed. The residential lighting over the entryways will continue to be used for the church use. Landscaping in the form of 3 deciduous trees will be added to the east of the parking area to buffer it from the road and 3 evergreen trees are proposed to the north of the future gravel parking area. These will buffer the view of this parking area from the north. The site, as proposed, is compatible with adjacent land uses.

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

The access to the site is not being revised with this plan. Traffic to the church will use the existing access drive. In staff's opinion, the existing 15 ft wide access drive is adequate for the anticipated attendance and parking area for 15 cars; however, if the attendance grows the driveway may need to be widened. A note should be added to the site plan that the access drive width will be reviewed with any revision to the site plan to increase the occupancy.

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

Parking is located in close proximity to the residence and additional parking is proposed off of the existing drive. Pedestrians will travel over the paved area to reach the church.

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

The Zoning Regulations do not specify a required amount of landscape material (trees and shrubs). As noted earlier, 3 deciduous and 3 evergreen trees will be added to the existing landscaping to buffer the parking areas.

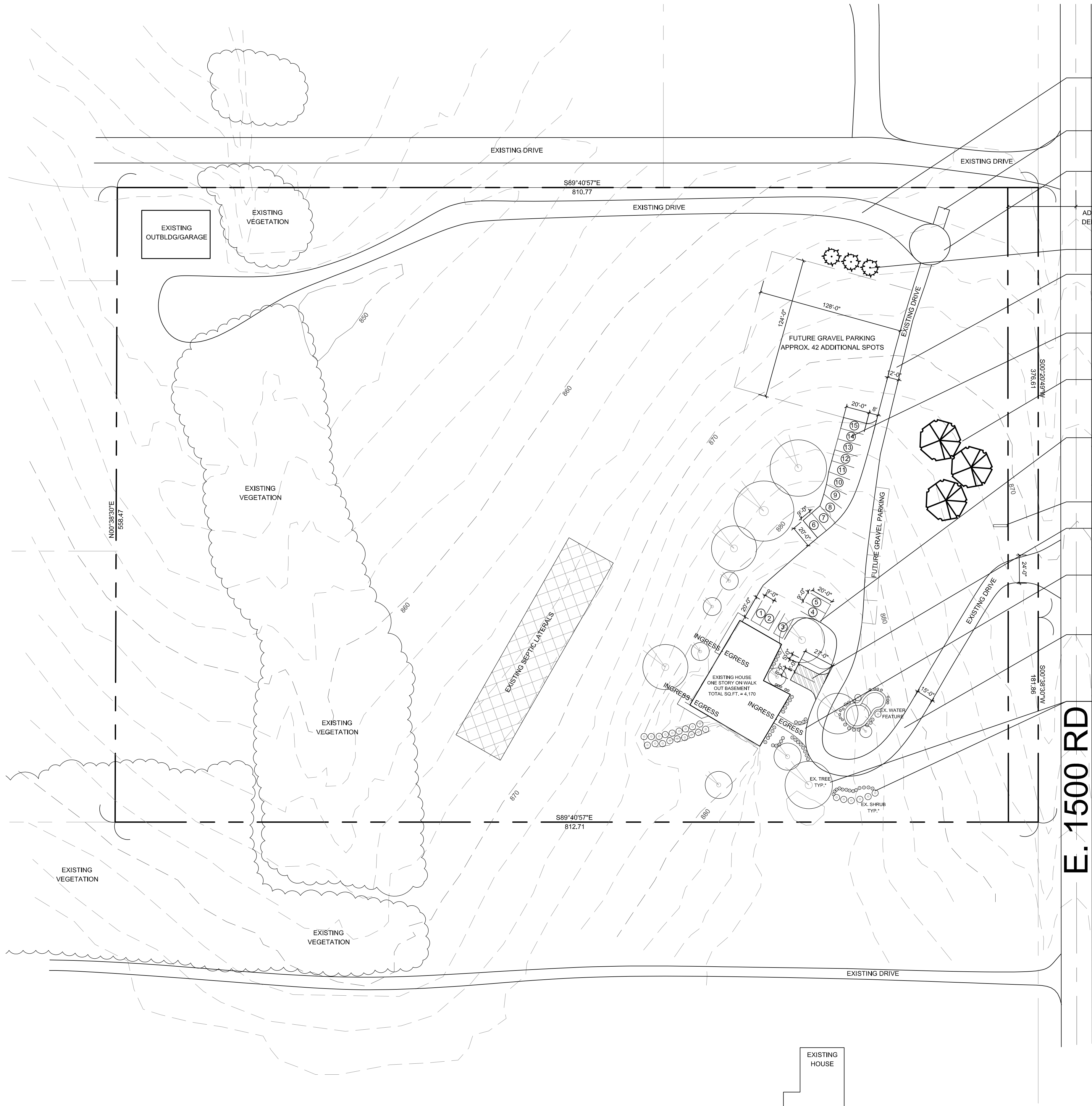
The existing and proposed landscaping will result in a development that is in harmony with adjacent land uses and will provide a pleasing appearance to the public.

6. All outdoor trash areas are screened

No outdoor trash area is proposed. Trash containers will be stored in the garage and wheeled out for collection.

Conclusion

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



LEGAL DESCRIPTION - TRACT A:

A TRACT OF LAND SITUATED IN THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPLE MERIDIAN, DOUGLAS COUNTY, KANSAS NOW DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 19; THENCE SOUTH 00°38'30" WEST ALONG THE EAST LINE OF THE SAID QUARTER SECTION, 181.86 FEET THENCE NORTH 81°40'57" WEST 812.71 FEET THENCE NORTH 00°38'30" EAST 558.47 FEET, THENCE SOUTH 89°40'56" EAST 810.77 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00°20'49" WEST ALONG SAID EAST LINE, 376.61 FEET TO THE POINT OF BEGINNING. THE ABOVE 10.41 ACRES MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

GENERAL NOTES:

- THE SPECIFICATIONS OF THIS PROJECT SHALL BE CURRENT COUNTY OF DOUGLAS COUNTY, KANSAS STANDARD SPECIFICATIONS, AND SHALL GOVERN FOR ALL ITEMS OF WORK SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
- THE SITE PLAN FOR A PUBLIC OR GOVERNMENT BUILDING(S) AND FACILITY(IES) HAS BEEN DESIGNED TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR BUILDINGS AND FACILITIES, APPENDIX A TO 28 CFR PART 36.
- WALL MOUNTED LIGHTING IS RESIDENTIAL EXTERIOR HOUSE LIGHTING AND IS ALREADY INSTALLED/PROVIDED AT ALL INGRESS/EGRESS TO THE BUILDING.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE SPECIFICATIONS AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.
- ZONING: A (AGRICULTURE) DISTRICT
- SITE AREA: 10.41 AC
- GROSS BUILDING AREA: 7,650 S.F.
- BUILDING HEIGHT: 15 FT NUMBER OF STORIES: ONE (1) WITH WALK OUT BASEMENT

CONSTRUCTION NOTES:

- THE CONTRACTOR IS TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT, OR RELOCATION OF EXISTING UTILITIES AS DESIGNATED ON THE PLANS. ANY DEVIATION FROM THE DESIGN LOCATIONS SHALL BE REPORTED TO THE OWNER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
- CONTRACTOR SHALL COMPACT UNDER ALL PAVING ACCORDING TO THE COUNTY OF DOUGLAS COUNTY, KS TECHNICAL SPECIFICATIONS.
- ALL TURF AREAS DISTURBED DURING THE CONSTRUCTION OF THE PROJECT SHALL BE GRADED AND SEEDED AND OTHERWISE RESTORED TO A CONDITION ACCEPTABLE BY THE OWNER.
- EXISTING SURFACE DRAINAGE FLOW SHALL BE MAINTAINED IN EXISTING FLOW DIRECTION.
- ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND OR AUTHORITIES SHALL BE COMPLETED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CERTIFICATION OF SERVICES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE BUILDING INSPECTOR PRIOR TO ANY CONSTRUCTION ACTIVITY ON SITE.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF EXISTING OVERHEAD ELECTRICAL POWER LINES.
- CONTRACTOR MUST PROVIDE CONDUITS UNDER ALL PAVEMENT FOR UTILITIES. CONDUIT MUST EXTEND A MINIMUM TWO FEET BEYOND THE BACK OF CURB, CONTRACTOR TO COORDINATE LOCATION OF SIZE AND TYPE OF ALL CONDUITS FOR EACH UTILITY.
- THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION AND IS RESPONSIBLE FOR ALL DEWATERING NECESSARY FOR CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO ANY EXISTING IMPROVEMENTS, ON SITE OR OFF SITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE ETC. THE REPAIR MUST BE APPROVED BY THE OWNER, AND BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE CONSTRUCTION BEGINS.

PROPOSED USE : RELIGIOUS INSTITUTION

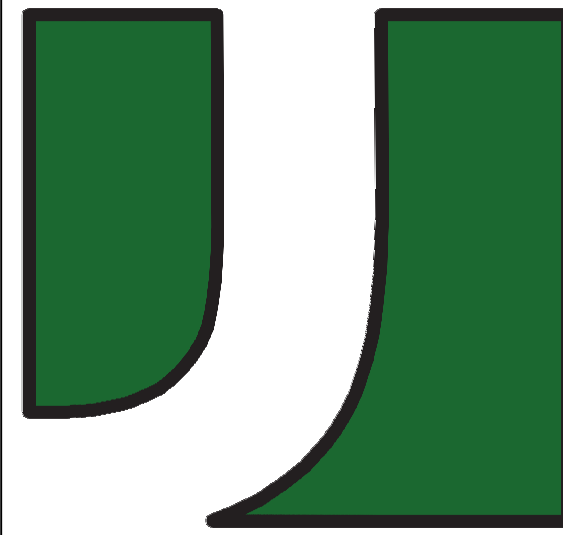
OFF-STREET PARKING CALCULATIONS:
REQ. - 1 SPACE FOR EACH 4 OCCUPANTS
NUMBER OF OCCUPANTS = 60
PROP. SPACES = 15 (15 x 4 = 60)



City of Lawrence
Douglas County
PLANNING & DEVELOPMENT SERVICES

Approved and Released

Case No. _____
Approval Date: _____
Release Date: _____
Planner: _____
_____ of _____ Sheets
Asst./Director: _____



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LMJ@johnsonGroupLLC.com

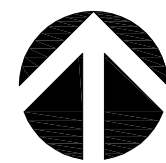
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without written consent.

Site Plan for
1149 E. 1500 Road
Douglas County, KS

DATE: 02.02.2017
JOB #: 17002
REV1: 03.06.2017
REV2:
REV3:
REV4:

S 1.0
Site Plan

1 | Site Plan
scale: 1" = 50'-0"



0 50 100 200 300