

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

**WEDNESDAY, MAY 9, 2018**

4:00 p.m.

- KAC Recognition for Sheriff's Dept. (Ken McGovern)
- Proclamation for "Mental Health Month" (Patrick Schmitz)
- Proclamation "Honoring Connie Fitzpatrick for recognition from National Association of Latino Arts and Culture for local food policy work"

### **CONSENT AGENDA**

- (1) (a) Consider approval of Commission Orders;
  - (b) Consider a County Resolution directing the County Counselor to institute a judicial tax foreclosure action in the District Court of Douglas County (Paula Gilchrist);
  - (c) Consider approval of low bid for supply of highway de-icing salt (Keith Browning);
  - (d) Consider approval of acquisition of easement for drainage structure replacement, Project No. 2014-66 (Kevin Sontag)

### **REGULAR AGENDA**

- (2) Consider approval of contract for new election equipment (Jamie Shew)
- (3) Determine the 2019 road maintenance budget for the Hesper Charter Road Improvement District (Keith Browning);
- (4) Update on Harvesting Opportunity Symposium (Helen Schnoes)-No backup
- (5) Executive Session for consultation with the Board's attorney regarding pending litigation.
  - No backup
- (6) (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
  - (c) **Board of Zoning Appeals (1) positions 10/17**
  - (d) **Building Code of Appeals Board (2) positions 12/16**
  - (e) **Community Corrections Advisory Board (1) position**
  - (f) **JAAA Advisory Council (2) position**
  - (g) **JAAA Board of Directors (1) position**
  - (c) Public Comment
  - (d) Miscellaneous

### **RECESS**

### **RECOVENE**

6:00 p.m.

- (7) Consider approval of a Special Event Permit application from a ReKinection Celebration event Scheduled for September 28-30, 2018 (Laura Lockton and Humayun Khan)
- (8) Adjourn

**WEDNESDAY, MAY 16, 2018** – 4 p.m only

**MONDAY, MAY 21, 2018-**

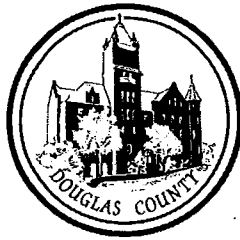
9:00 a.m. – Election Canvass

**WEDNESDAY, MAY 23, 2018**

**WEDNESDAY, MAY 30, 2018**

-Proclamation for "Moms Demand Action for Gun Sense" (Kristi Kouloukis)

**Note:** *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 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

# PROCLAMATION

MENTAL HEALTH MONTH

MAY 2018

**WHEREAS**, the U.S. Surgeon General states that mental health is fundamental to health, personal well-being, family, and interpersonal relationships, and contributes to community and society; and

**WHEREAS**, mental illness affects one in four Americans every year, regardless of age, gender, race, ethnicity, religion, or economic status; and

**WHEREAS**, the U.S. Surgeon General has found that a range of treatments exists for most mental disorders and the efficacy of mental health treatments are well documented; and

**WHEREAS**, Douglas County, Kansas has made a commitment to community-based systems of mental health care for all residents; and

**WHEREAS**, the guiding principles of community mental health care have always been comprehensiveness, cost-efficiency, effective management, and high-quality and consumer-responsive services; and

**WHEREAS**, Mental Health America, the National Council for Community Behavioral Healthcare, and the Bert Nash Community Mental Health Center observe Mental Health Month every May to raise awareness and understanding of mental health and illness;

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS**, do hereby proclaim the month of May 2018 as **MENTAL HEALTH MONTH** in Douglas County and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illness.

**ADOPTED** this 9<sup>th</sup> day of May, 2018.

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

\_\_\_\_\_  
Nancy Thellman, Chairman

\_\_\_\_\_  
Michelle Derusseau, Vice -Chair

\_\_\_\_\_  
Mike Gaughan



Office of the County Commission

## PROCLAMATION

To Honor **Connie Fitzpatrick**

WHEREAS, the Douglas County Food Policy Council, Lawrence-Douglas County Sustainability Office, and community partners would like to take this time to honor the national recognition received by Connie Fitzpatrick; and

WHEREAS, Connie has been an engaged community resident and emerging leader in Lawrence and Douglas County since moving here in 2011; and

WHEREAS, Connie made an impactful contribution to the development of the Douglas County Food Systems Plan as a Sunrise Project Community Coordinator in 2016 and 2017 by collecting stories from her friends and neighbors, with a focus on lifting up experiences of People of Color, including the Latinx community in Douglas County; and

WHEREAS, Connie was recently one of 15 individuals nationwide to be selected for its Advocacy Leadership Institute by the National Association for Latino Arts and Culture, and traveled to Washington DC to meet with the Hispanic Congressional Caucus, Offices of Senators Roberts, and Moran, and share the stories of the intersection of Latinx culture and local food systems policy in Kansas; and

WHEREAS, Connie continues to be a leader in sharing underrepresented stories and bringing greater representation to Women of Color through her art, service as Chair of the Health Equity Subcommittee on the Food Policy Council, and as a Community Coordinator for the Community Health Plan; and

WHEREAS, The Board of Commissioners of Douglas County and the citizens of Douglas County wish to sincerely thank Connie for her commitment to collecting and lifting up stories from the Latinx community, her leadership representing Douglas County nationally, and her service to building a stronger, more equitable local food system;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that we honor Connie Fitzpatrick for her many outstanding accomplishments and dedicated service and now declare May 9, 2018, Connie Fitzpatrick Day.

ADOPTED this 9<sup>th</sup> of May 2018.

*BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS*

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Nancy Thellman, Chairman

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Michelle Derusseau

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Mike Gaughan

**RESOLUTION NO. 18 - \_\_\_\_**

**A RESOLUTION DIRECTING THE COUNTY COUNSELOR TO INSTITUTE A JUDICIAL TAX FORECLOSURE ACTION IN THE DISTRICT COURT OF DOUGLAS COUNTY, KANSAS**

**WHEREAS**, K.S.A. 79-2801, and amendments thereto, provides for real estate tax foreclosure actions in the District Court in the name of The Board of County Commissioners, to judicially foreclose on the County's real estate tax liens.

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

**Section 1.** Action to be Instituted. The County Counselor of Douglas County, Kansas, in the name of the Board of County Commissioners of Douglas County, Kansas, is directed to institute a judicial tax foreclosure action pursuant to K.S.A. 79-2801, *et seq.*, against the owners or supposed owners of such real estate and all persons having or claiming to have any interest therein or thereto, to enforce the lien of Douglas County, Kansas and its taxing authorities, for taxes, charges, assessments, interest, and penalties on unredeemed real estate bid in by Douglas County for real estate having unpaid real estate taxes and assessments for 2013 and prior years.

**Section 2.** Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners.

**ADOPTED** \_\_\_\_\_, 2018.

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

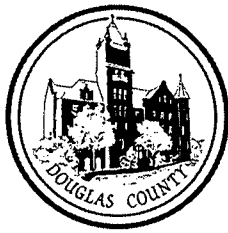
Attest:

\_\_\_\_\_  
Nancy Thellman, Chair

\_\_\_\_\_  
Jameson D. Shew, County Clerk

\_\_\_\_\_  
Michelle Derusseau, Vice-Chair

\_\_\_\_\_  
Mike Gaughan, Member



## DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25<sup>th</sup> 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*

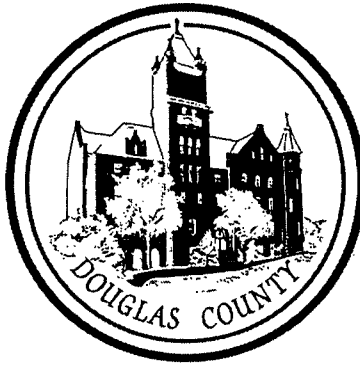
Date : May 4, 2018

Re : Consent Agenda Acceptance of Low Bid for Supply of Highway De-Icing Salt

Bids were opened May 2, 2018 for the supply of highway de-icing salt for the 2018-2019 snow and ice season. The City of Lawrence, City of Eudora, City of Lecompton, Franklin County, City of Baldwin, City of Ottawa, and Wakarusa Township all participated with Douglas County in the request for bids. Bids for Douglas County are as follows:

| Vendor           | Quantity (tons) | Unit Cost | Total Cost   |
|------------------|-----------------|-----------|--------------|
| Independent Salt | 3000            | \$46.85   | \$140,550.00 |
| Central Salt     | 3000            | \$47.58   | \$142,740.00 |
| Hutchinson Salt  | 3000            | \$52.75   | \$158,250.00 |
| EnvironTech      | 3000            | \$255.00  | \$765,000.00 |
| Compass Minerals | 3000            | No Bid    | No Bid       |
| Cargill          | 3000            | No Bid    | No Bid       |
| Morton Salt      | 3000            | No Bid    | No Bid       |

Action Required: Consent Agenda approval of the low bid from Independent Salt for the supply of 3000 tons of highway de-icing salt at a total cost of \$140,550.00.



DOUGLAS COUNTY, KANSAS

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BID DOCUMENTS

FOR

HIGHWAY DE-ICING SALT

BID NO. 18-F-0008

\*\*\*\*\*

DOUGLAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS  
**BID NO. 18-F-0008**

Notice is hereby given by the Douglas County Department of Public Works that sealed bids for the purchase of a total of 8,475 (+/-) tons of **Highway De-Icing Salt** to be used for the 2018-2019 winter season will be received in the Office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:00 PM, Wednesday, May 2, 2018 and then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 3755 E 25<sup>th</sup> Street, Lawrence, Kansas 66046, or from Demand Star @ [www.demandstar.com](http://www.demandstar.com). **The bids shall be submitted in sealed envelopes, addressed to the Office of the Douglas County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044**, upon which is clearly written or printed "HIGHWAY DE-ICING SALT", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The contractor shall purchase and maintain such insurance as will protect the contractor and each governmental entity against any and all claims and demands arising from the execution of this contract. When stated in the Detail Specifications, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

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

Each governmental entity reserves the right to reject any or all bids, waive technicalities, and to purchase the product which in the opinion of each Board is best suited for the work which it is intended. Award will be contingent upon each entity's approval process.

DOUGLAS COUNTY PUBLIC WORKS  
Keith A. Browning, P.E., Director  
Dated: April 10, 2018

Published: Sunday, April 15, 2018  
Friday, April 20, 2018

cc: Lawrence Journal World  
Board of County Commissioners  
County Clerk

County Administrator  
County Operations Division  
County Purchasing Division

**STANDARD TERMS AND CONDITIONS  
DOUGLAS COUNTY, KANSAS**

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

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.

## STANDARD TERMS AND CONDITIONS (continued)

6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the **Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044**, prior to 3:00 P.M., Wednesday, May 2, 2018.
7. **ADDENDA:** All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners, the Board of City Commissioners, or Township Board, as appropriate. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County/City/Township of fair competition shall be permitted.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted within thirty (30) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County/City/Township.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County/City/Township by any other clause of this bid. The County/City/Township reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

## STANDARD TERMS AND CONDITIONS (continued)

13. **METHOD OF AWARD AND NOTIFICATION:** Each entity will evaluate bids as a separate agency and award their bids independently of the others based solely on the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County/City/Township.

The County/City/Township reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and, to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County/City/Township.

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

14. **DELIVERY TERMS:** All deliveries shall be F.O.B. destination (as indicated on bid sheet for each entity) and an end dump truck shall be used. All freight charges shall be included in the bid price. Delivery date shall be considered as a cost factor in the determination of award.
15. **DAMAGED AND/OR LATE SHIPMENTS:** The County/City/Township has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the applicable governmental agency of any late or delayed shipments. The County/City/Township reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. **TAX EXEMPT:** The County/City and their agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

## **STANDARD TERMS AND CONDITIONS (continued)**

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

Independent Salt Company  
P. O. Box 36  
Kanopolis, Kansas 67454  
04/30/2018

**DOUGLAS COUNTY, KANSAS**  
BID NO. 18-F-0008

HIGHWAY-ROAD SALT BID

| ITEM                       | QUANTITY     | UNIT        | UNIT PRICE      | TOTAL PRICE         |
|----------------------------|--------------|-------------|-----------------|---------------------|
| Bulk Highway De-icing Salt | <b>3,000</b> | <b>Tons</b> | \$ <u>46.85</u> | \$ <u>140550.00</u> |

Douglas County may make changes to the quantity ordered under this contract making additions thereto, or by omitting quantities therefrom, without invalidating the contract. No adjustment in unit prices will be allowed, provided the net monetary value of such additive and subtractive changes in quantities shall not increase or decrease the original contract amount by more than thirty percent (30%).

Delivered to Douglas County Public Works 3755 E. 25<sup>th</sup> Street, Lawrence, Kansas 66046 when requested by the County.

Doug Stephens, (785) 331-1334, will notify supplier 48 hours in advance of salt delivery.

Delivery of salt to Douglas County shall be as follows:

**1,500 tons to be delivered between October 1, 2018 and November 30, 2018.**

**The remaining amount will be delivered on an as needed basis through February 28, 2019.**

State Time Interval from Order to Delivery: 10-14 days after receipt of order

Supplier: Independent Salt Company

By: Christopher Tully  
Christopher Tully, Sales Manager

Supplier Phone No.: 800-472-7258

Supplier Fax No.: 785-472-5196

Recommended:

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

Approved:

Nancy Thellman, Chairman

Mike Gaughan, Member

Michelle Derusseau, Member

Date

*26*



## DOUGLAS COUNTY PUBLIC WORKS

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

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

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### MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer  
Kevin R. Sontag, P.S., County Surveyor

Date : May 3rd, 2018

Re : Consent agenda  
Acquisition of permanent easement for drainage structure replacement  
Project No. 2014-66 (Str. No. 12.15N-17.50E)

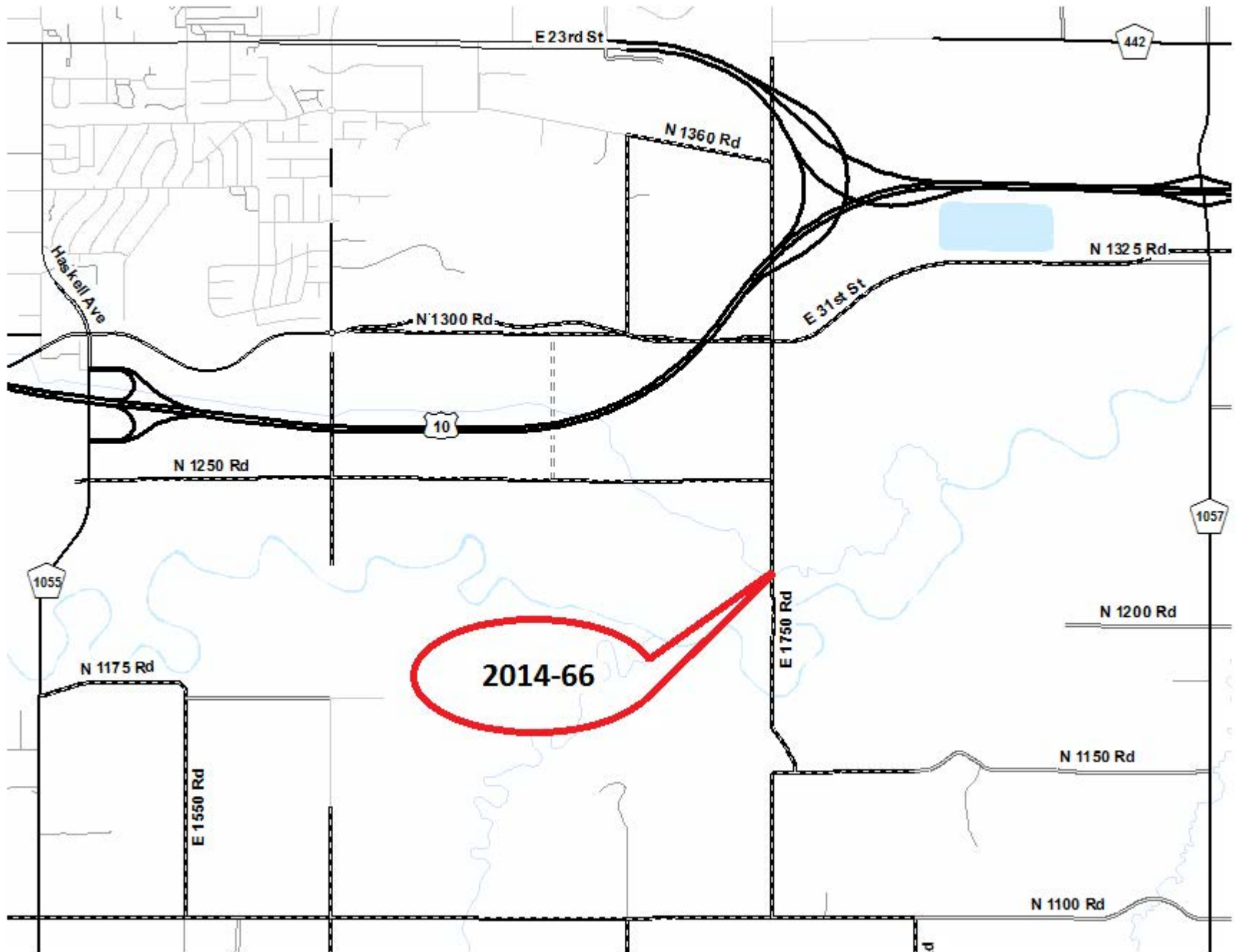
A project has been designed to replace a deficient drainage structure on E1750 Road approximately 2 miles southeast of Lawrence. Plans were developed in-house and negotiations with the landowners for permanent road easement are complete.

Construction is currently planned to begin June 2018 and will be performed by an outside contractor.

To ensure the proper completion of a necessary construction project, approval is recommended for the attached CONTRACTS FOR HIGHWAY PURPOSES.

**ACTION REQUIRED:** Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 2014-66 (Str. No. 12.15N-17.50E)

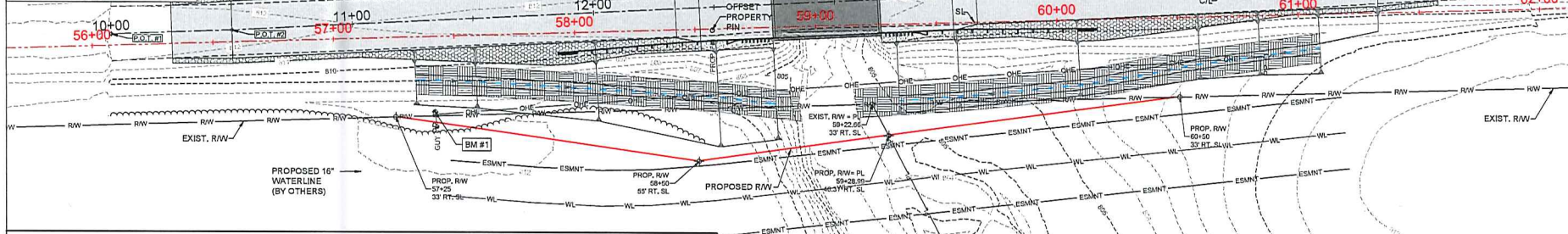
# General Location Map for Project No. 2014-66



| SECTION CORNER INFORMATION                     |                              |                                                              |              |                                |
|------------------------------------------------|------------------------------|--------------------------------------------------------------|--------------|--------------------------------|
| SECTION CORNER                                 | RCODE                        | SECTION CORNER COORDINATE                                    | STATION      | CORNER STATUS                  |
| CTR CORNER SEC. 15-T13-R20                     | O15L                         | N: 226465.158 E: 2115432.310                                 | 76+67.55     | SET                            |
| 1/4 SL CORNER SEC. 15-T13-R20                  | O15N                         | N: 223798.879 E: 2115514.519                                 | 50+00.00     | RECORD                         |
| BENCHMARK INFORMATION                          |                              |                                                              |              |                                |
| BM # 1                                         | N: 224541.128 E: 2115523.147 | STA. 11+30.76, 38.86' RT, CL<br>STA. 57+41.35, 32.43' RT, SL | ELEV= 813.99 | 60D NAIL IN WEST<br>SIDE OF PP |
| BM # 2                                         | N: 224702.527 E: 2115471.012 | STA. 12+46.57, 5.57' RT, CL<br>STA. 59+04.56, 15.04' RT, SL  | ELEV= 812.25 | PK AND SHINER ON<br>BRIDGE     |
| P.O.T INFORMATION                              |                              |                                                              |              |                                |
| STA. 10+00 C/L = STA. 56+08.15 SL, 4.85' L.T.  | N: 224408.590 E: 2115480.89  |                                                              |              | P.O.T. #1                      |
| STA. 10+50 C/L = STA. 56+58.15 SL, 5.10' L.T.  | N: 224458.56 E: 2115489.14   |                                                              |              | P.O.T. #2                      |
| STA. 15+25 C/L = STA. 61+33.05 SL, 14.88' L.T. | N: 224930.94 E: 2115484.93   |                                                              |              | P.O.T. #3                      |
| STA. 15+50 C/L = STA. 61+58.05 SL, 14.71' L.T. | N: 224955.93 E: 2115464.13   |                                                              |              | P.O.T. #4                      |

There is an easement to Sinclair Pipe Line Company for an oil or gas pipeline in the SW1/4 of Section 15, said box to be located on the pipeline, appx. 5' inside the east property line, not to exceed 5 feet square.  
B137 P358

There is an easement to Stanolind Pipe Line Company for a gate box in the SE1/4 of the SW1/4 of Section 15, said box to be located on the pipeline, appx. 5' inside the east property line, not to exceed 5 feet square.  
B137 P358



| Cook, Flatt & Strobel Engineers<br>BORING LOG |       |        |    |     |                              |  |  |  |  |
|-----------------------------------------------|-------|--------|----|-----|------------------------------|--|--|--|--|
| Boring: B-1                                   |       |        |    |     | Date of Boring: 01/31/14     |  |  |  |  |
| Project Name: Douglas County Structures       |       |        |    |     | Project No: 133281           |  |  |  |  |
| Bridge 1215-1750                              |       |        |    |     |                              |  |  |  |  |
| DEPTH                                         | ELEV. | SAMPLE | N  | P   | REMARKS                      |  |  |  |  |
| 2.5                                           | 809.5 |        |    |     | 7' Asphalt                   |  |  |  |  |
| 5                                             | 807.0 |        |    |     | UC = 42.1 psi<br>OD=96.8 psi |  |  |  |  |
| 7.5                                           | 804.5 | ST-1   | -  | -   |                              |  |  |  |  |
| 10                                            | 802.0 | SS-2   | 22 | 4.5 | 31.6%                        |  |  |  |  |
| 12.5                                          | 799.5 | SS-3   | 15 | 4.5 | 28.6%                        |  |  |  |  |
| 15                                            | 797.0 | SS-4   | 10 | 4.5 | 30.2%                        |  |  |  |  |
| 17.5                                          | 794.5 | SS-5   | 9  | 2.3 | 41.1%                        |  |  |  |  |
| 20                                            | 792.0 | SS-6   | 8  | 2.0 | 30.4%                        |  |  |  |  |
| 22.5                                          | 789.5 | SS-7   | 7  | 1.3 | 48.7%                        |  |  |  |  |
| 25                                            | 787.0 |        |    |     |                              |  |  |  |  |

| Cook, Flatt & Strobel Engineers<br>BORING LOG |       |        |    |     |                              |  |  |  |  |
|-----------------------------------------------|-------|--------|----|-----|------------------------------|--|--|--|--|
| Boring: B-2                                   |       |        |    |     | Date of Boring: 01/31/14     |  |  |  |  |
| Project Name: Douglas County Structures       |       |        |    |     | Project No: 133281           |  |  |  |  |
| Bridge 1215-1750                              |       |        |    |     |                              |  |  |  |  |
| DEPTH                                         | ELEV. | SAMPLE | N  | P   | REMARKS                      |  |  |  |  |
| 2.5                                           | 809.5 |        |    |     | 7' Asphalt                   |  |  |  |  |
| 5                                             | 807.0 |        |    |     | UC = 82.3 psi<br>OD=97.2 psi |  |  |  |  |
| 7.5                                           | 804.5 | ST-1   | -  | -   |                              |  |  |  |  |
| 10                                            | 802.0 | SS-2   | 13 | 3.5 | 33.4%                        |  |  |  |  |
| 12.5                                          | 799.5 | SS-3   | 17 | 2.8 | 36.4%                        |  |  |  |  |
| 15                                            | 797.0 | SS-4   | 7  | 2.8 | 36.9%                        |  |  |  |  |
| 17.5                                          | 794.5 | SS-5   | 8  | 2.3 | 45.9%                        |  |  |  |  |
| 20                                            | 792.0 | SS-6   | 7  | 1.0 | 52.9%                        |  |  |  |  |
| 22.5                                          | 789.5 | SS-7   | 9  | 2.5 | 25.7%                        |  |  |  |  |
| 25                                            | 787.0 |        |    |     |                              |  |  |  |  |

There is an easement to Public Wholesale Water Supply District No. 25 for a waterline on the east side of the road; 30' in width adjacent to the road ROW, or as close to practical in which case the 30' is centered on the pipeline.  
B1117 P5485, B1132 P135, B1132 P141

There is an easement to Sinclair Pipe Line Company for an oil or gas pipeline in the SW1/4 of the SE1/4 15-13-20  
B114 P50

There is an easement to Stanolind Pipe Line Company for an oil or gas pipeline in the SE1/4 15-13-20 south of Valcarusa Creek  
B165 P612

STEPHEN W. CRAWFORD, TRUSTEE  
1777 N 1150 RD  
LAWRENCE, KS 66046  
B1011 P4423  
SE1/4 SEC 15-T13-R20

JOHN S. ADAMS JR.  
GWENDOLYN S. OLIVAREZ  
34190 ORCHARD DR  
DE SOTO, KS 66018  
B400 P1099  
SE1/4 SEC 15-T13-R20

NOTE:  
THE CONTRACTOR SHALL REPLACE AND / OR ADJUST ANY PROPERTY CORNERS, SECTION CORNERS, ETC. THAT ARE DISTURBED BY CONSTRUCTION. THIS WORK SHALL BE COMPLETED BY A SURVEYOR LICENSED IN THE STATE OF KANSAS, ANY LABOR, EQUIPMENT AND MATERIAL NEEDED TO COMPLETE THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO OTHER BID ITEMS IN THE CONTRACT. PRIOR TO CONSTRUCTION, A SURVEYOR LICENSED IN THE STATE OF KANSAS SHALL COMPLETE A LAND SURVEY ENDANGERMENT REPORT FOR EACH ENDANGERED CORNER, FILE AS REQUIRED BY KANSAS STATUTES WITH A COPY TO DOUGLAS COUNTY PUBLIC WORKS.

Douglas County Public Works  
1342 Massachusetts  
Lawrence, Kansas 66044

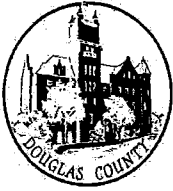


Project: 2014-66  
Project: 12.15 N 17.50 E  
Drawn by: J.S.  
Checked by: C.V.  
Date: 3/20/17

GENERAL LAYOUT & R/W

BRIDGE REPLACEMENT E 1750 ROAD  
STRUCTURE NO. 12.15N 17.50E  
PROJECT NO. 2014-66

SHEET 3 OF 19



**JAMIE SHEW**  
**DOUGLAS COUNTY CLERK**  
1100 Massachusetts  
Lawrence, KS 66044

**Marni Penrod**-Chief Deputy Clerk  
**Heather Dill**-Deputy Clerk Elections

**MEMORANDUM**

**TO:** Douglas County Commissioners  
**FROM:** Jamie Shew, Douglas County Clerk  
**DATE:** May 3, 2018

**RE:** Purchase of Election Equipment

The current election equipment was purchased in 2006, it was the first precinct based system deployed in Douglas County. When purchased the life expectancy was predicted at 10-15 years. Anticipating the need to replace equipment, with the support of Craig Weinaug, our office began building an equipment reserve balance which would support the purchase of new equipment sometime after 2016. After an extensive selection process, the Douglas County Clerk's office is ready to select, implement, and deploy new election equipment for 2018.

The selection process involved five election equipment vendors who met the initial qualifications of being certified by the United States Election Assistance Commission and the State of Kansas. All vendors were instructed to present systems which were based on a paper ballot, which is a fundamental value of our office. The selection process involved equipment demonstrations, responses to a list of requirements, a public display of equipment with feedback from Douglas County citizens, a comprehensive security review and assessment utilizing EAC test reports from Douglas County IT. The decision was made using the results of all of these processes along with the submitted bids, which included purchase costs and projected yearly license/maintenance costs. Our office is extremely grateful for the participation of so many individuals in providing feedback, review of materials and ultimately in selecting the equipment.

It is recommended the Douglas County Clerk enter into a contract with Henry M. Adkins & Son, Inc. for the supply of a precinct based, paper tabulated election software and hardware system from Unisyn Voting Solutions. The proposal from Adkins was not only the lowest submitted bid, it had lower yearly costs while providing support beyond other proposals including on-site support, training and delivery at no additional costs. Additionally, Adkins proposed a two-year warranty on all equipment which was above the requested one-year warranty which will save Douglas County an additional \$50,000 for that covered year. Cost was not the only deciding factor, the chosen system had to meet the expectations and criteria required for our office. In all levels of review, Unisyn Voting Solutions ranked in the top two of potential vendors. Finally, the potential for improved support and service from the current equipment which is offered by Henry

Adkins, which is locally based and had very strong references from counties of similar size in Missouri and Iowa, provided comfort in accepting the lowest bid.

Due to the proposal coming in lower than expected, our office negotiated a contract which increased the number units which will increase our capacity for accessible units at satellite advance voting locations and in the larger precincts. The final contract presented with this proposal is for \$676,170.00 for implementation of the equipment by the August 2018 election with anticipated yearly costs, after the completion of the two-year warranty, estimated at \$50,000 per year. The funds set aside in the election equipment reserve are sufficient to cover the purchase of this equipment, therefore this is not a new or additional expenditure for 2018

I want to thank Craig for supporting yearly supplements to the Clerk's Election Equipment reserve fund which allows us to pay for the equipment without incurring finance expenses and provided better negotiating power. I also want to thank the Commission for your support of this project, for the Clerk's office and for improving the election experience for our citizens.

ATTACHMENTS: Bid Comparison Sheet  
Final Equipment Bid  
Adkins Contract

| Vendor                  |    | ClearBallot        | Dominion         | ES&S             | HartInterCivic     | Unisyn           |
|-------------------------|----|--------------------|------------------|------------------|--------------------|------------------|
| <b>Hardware</b>         |    |                    |                  |                  |                    |                  |
| Precinct Scanner        | 80 | \$520,000          | \$312,000        | \$460,525        | \$488,000          | \$383,200        |
| Ballot Boxes            | 80 |                    | \$80,000         |                  |                    |                  |
| Ballot Marking Device   | 80 | \$392,000          | \$232,880        | \$320,800        | \$424,400          | \$214,400        |
| Memory Cards            |    |                    |                  | \$525            | \$13,200           | \$3,800          |
| Cases                   |    |                    |                  | \$14,000         | \$4,400            |                  |
| Security Token          |    |                    |                  |                  | \$1,090            | \$3,800          |
| 760                     |    |                    |                  |                  |                    |                  |
| Battery Chargers        |    |                    |                  |                  | \$1,620            |                  |
| Batteries               |    |                    |                  |                  |                    | \$37,600         |
| Central Count           | 1  | \$40,000           | \$25,000         | \$99,900         | \$10,000           | \$89,500         |
| BOD                     |    |                    |                  | \$5,660          | \$23,500           | \$13,000         |
| Barcode Scanner         |    |                    |                  |                  | \$1,676            |                  |
|                         |    |                    |                  |                  | \$760              |                  |
| Server Bundle           | 1  | \$5,900            |                  |                  |                    |                  |
| Design Server Bundle    | 1  | \$4,100            |                  |                  |                    |                  |
| Laptop Adjudication     | 1  | \$1,800            |                  |                  |                    |                  |
| <b>Software</b>         |    |                    |                  |                  |                    |                  |
| BMS                     | 1  | \$37,518           | \$100,000        | \$29,500         | \$40,000           | \$12,500         |
| Equipment               |    |                    | \$2,500          |                  | \$12,560           | \$4,995          |
| Election Reporting      | 1  | \$37,518           |                  | \$3,959          | \$13,500           | \$1,000          |
| Central Software        |    |                    |                  |                  | \$50,000           |                  |
| Ballot on Demand        | 1  |                    |                  | \$1,500          |                    |                  |
| Adjudication            | 1  |                    | \$20,000         |                  |                    |                  |
| <b>Services</b>         |    |                    |                  |                  |                    |                  |
| Implementation/Training |    | \$155,825          | \$25,920         | \$5,375          | \$32,000           | \$0              |
| Shipping                |    |                    |                  | \$13,685         |                    |                  |
| <b>Total</b>            |    | <b>\$1,194,661</b> | <b>\$798,300</b> | <b>\$955,429</b> | <b>\$1,116,706</b> | <b>\$763,795</b> |

| Discounts      |  |           |         |           |           |           |
|----------------|--|-----------|---------|-----------|-----------|-----------|
| Buyback        |  | \$59,733  | \$2,400 | \$63,500  |           |           |
| Other Discount |  | \$137,386 |         | \$185,004 | \$412,443 | \$140,225 |
| Total Discount |  | \$197,119 | \$2,400 | \$248,504 | \$412,443 | \$140,225 |

|                       |  |           |           |           |              |              |
|-----------------------|--|-----------|-----------|-----------|--------------|--------------|
| Proposed Initial Cost |  | \$997,542 | \$795,900 | \$706,925 | \$704,263.00 | \$623,570.00 |
|-----------------------|--|-----------|-----------|-----------|--------------|--------------|

Warranty, Maintenance, Support

|                  |          |          |          |             |             |
|------------------|----------|----------|----------|-------------|-------------|
| Software license | \$18,750 | \$25,000 | \$29,500 | \$46,894.00 | \$12,500.00 |
| Tabulator        | \$16,000 | \$18,240 | \$6,400  |             | \$7,200.00  |
| BMD              | \$14,000 | \$10,000 | \$5,200  |             | \$4,800.00  |
| BOD              |          |          | \$500    |             | \$500.00    |
| Central          | \$4,000  | \$2,575  | \$3,150  |             |             |
|                  | \$52,750 | \$55,815 | \$44,750 | \$46,894.00 | \$25,000.00 |

Maintenance

|           |  |          |          |             |             |
|-----------|--|----------|----------|-------------|-------------|
| Tabulator |  | \$21,600 | \$14,800 | \$9,600.00  | \$11,600.00 |
| BMD       |  | \$12,000 | \$9,600  | \$4,800.00  | \$8,000.00  |
| Central   |  |          | \$5,460  | \$240.00    | \$5,700.00  |
|           |  | \$33,600 | \$29,860 | \$14,640.00 | \$25,300.00 |

|        |  |             |             |             |             |             |
|--------|--|-------------|-------------|-------------|-------------|-------------|
| Yearly |  | \$52,750.00 | \$89,415.00 | \$74,610.00 | \$61,534.00 | \$50,300.00 |
|--------|--|-------------|-------------|-------------|-------------|-------------|



DOUGLAS COUNTY, KANSAS  
2018 Election Equipment Bid  
April 24, 2018  
**Exhibit A**  
Amended



| Item Description                                                                                                                            | Quantity | Unit Price   | Extended Price       |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|----------------------|
| <b>HARDWARE</b>                                                                                                                             |          |              |                      |
| OpenElect Voting Optical (OVO)<br>Inclusive of Transport Media (TM), one paper roll, firmware and <u>TWO</u> year warranty                  | 80       | \$ 4,790.00  | \$ 383,200.00        |
| OVO Ballot Box                                                                                                                              | 80       | \$ -         | Included             |
| OVO Carry Case                                                                                                                              | 80       | \$ -         | Included             |
| Freedom Vote Tablet (FVT)<br>Inclusive of one paper roll, ADA keypad, headphones, firmware and <u>TWO</u> year warranty                     | 100      | \$ 2,680.00  | \$ 268,000.00        |
| Extra Transport Media (TM)                                                                                                                  | 40       | \$ 95.00     | \$ 3,800.00          |
| OpenElect Voting Central Scan (OVCS)<br>Inclusive of computer, switch and cables, software/firmware and one year warranty                   | 2        | \$ 44,750.00 | \$ 89,500.00         |
| mini OpenElect Voting Central Scan (mini OVCS)<br>Inclusive of laptop, switch and cables, software/firmware and one year warranty           | 0        | \$ 10,500.00 | \$ -                 |
| Extra Transport Media ((TM) Encrypted Flash Drives)                                                                                         | 50       | \$ 95.00     | \$ 4,750.00          |
| Uninterruptible Power Supply (UPS)                                                                                                          | 180      | \$ 235.00    | \$ 42,300.00         |
| Election Management System (EMS) Laptop and printer<br>Inclusive of laptop loaded with Tabulation and PYO software, printer and cable       | 1        | \$ 4,995.00  | \$ 4,995.00          |
| OkiData Ballot-On-Demand Printer<br>Inclusive of new out-of-box printer will all accessories, printer cable and one year warranty           | 2        | \$ 2,600.00  | \$ 5,200.00          |
| Total Hardware                                                                                                                              |          |              | \$ 801,745.00        |
| <b>SOFTWARE</b>                                                                                                                             |          |              |                      |
| OpenElect Central Suite (OCS) Tabulation Modules<br>Inclusive of Tabulation modules and PYO modules                                         | 1        | \$ 12,500.00 | \$ 12,500.00         |
| Auditor Software Application (Billed annually)<br>Software application which includes electronic adjudication and Risk Limiting Audit (RLA) | 1        | \$ 2,100.00  | \$ 2,100.00          |
| MySQL License                                                                                                                               | 1        | \$ 1,000.00  | \$ 1,000.00          |
| Total Software                                                                                                                              |          |              | \$ 15,600.00         |
| Total Hardware and Software                                                                                                                 |          |              | \$ 817,345.00        |
| <b>IMPLEMENTATION SERVICES</b>                                                                                                              |          |              |                      |
| Freight Charges                                                                                                                             |          |              | Included             |
| Installation Services                                                                                                                       |          |              | Included             |
| Acceptance Testing                                                                                                                          |          |              | Included             |
| Project Management                                                                                                                          |          |              | Included             |
| Equipment Training                                                                                                                          |          |              | Included             |
| Basic and Advanced Software Training                                                                                                        |          |              | Included             |
| Public Test Support for August 7, 2018 Primary                                                                                              |          |              | Included             |
| Poll Worker Training for August 7, 2018 Primary                                                                                             |          |              | Included             |
| On-site Election Day Support for August 7, 2018 Primary                                                                                     |          |              | Included             |
| On-site Election Day Support for November 6, 2018 General                                                                                   |          |              | Included             |
| <b>DISCOUNT ALLOWANCE</b>                                                                                                                   |          |              |                      |
| Kansas Discount and Trade Allowance                                                                                                         |          |              | \$ (140,225)         |
| <b>PROJECT - NET</b>                                                                                                                        |          |              | <b>\$ 677,120.00</b> |

Pricing shall remain in effect for sixty (60) days from bid opening



DOUGLAS COUNTY, KANSAS  
2018 Election Equipment Bid  
April 24, 2018

Exhibit B



| ANNUAL FEES                                                                                                                                                                                    |     |              |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|---------------------|
| <b>Annual Software and Firmware Fees</b>                                                                                                                                                       |     |              |                     |
| OCS License Fee                                                                                                                                                                                | 1   | \$ 12,500.00 | \$ 12,500.00        |
| OVO Firmware                                                                                                                                                                                   | 80  | \$ 90.00     | \$ 7,200.00         |
| FVT Firmware                                                                                                                                                                                   | 100 | \$ 60.00     | \$ 6,000.00         |
| OVCS Firmware                                                                                                                                                                                  | 2   | \$ 250.00    | \$ 500.00           |
| mini OVCS Firmware                                                                                                                                                                             | 0   | \$ 250.00    | \$ -                |
| <b>Total Annual Software and Firmware</b>                                                                                                                                                      |     |              | <b>\$ 26,200.00</b> |
| <b>Optional Annual Warranty (after TWO YEAR warranty expires)</b>                                                                                                                              |     |              |                     |
| OVO Warranty                                                                                                                                                                                   | 80  | \$ 145.00    | \$ 11,600.00        |
| FVT Warranty                                                                                                                                                                                   | 100 | \$ 100.00    | \$ 10,000.00        |
| OVCS Warranty                                                                                                                                                                                  | 2   | \$ 2,850.00  | \$ 5,700.00         |
| mini OVCS                                                                                                                                                                                      | 0   | \$ 250.00    | \$ -                |
| <b>Total Annual Warranty</b>                                                                                                                                                                   |     |              | <b>\$ 11,600.00</b> |
| OPTIONAL ITEMS                                                                                                                                                                                 |     |              |                     |
| <b>OkiData Ballot-On-Demand Printer</b>                                                                                                                                                        |     |              | <b>\$ 2,600</b>     |
| Inclusive of new out-of-box printer with all accessories, printer cable and one year warranty                                                                                                  |     |              |                     |
| <b>BOD Setup and Training</b>                                                                                                                                                                  |     |              | <b>Included</b>     |
| NOTE: This printer is owned and operated by the County. All toner, drums, etc. are the responsibility of the County. There are no ballot processing fees, license fees, maintenance fees, etc. |     |              |                     |
| <b>Extra Transport Media (TM)</b>                                                                                                                                                              |     |              | <b>\$ 95</b>        |
| Expendable Items                                                                                                                                                                               |     |              |                     |
| <b>OpenElect Voting Optical (OVO) paper roll</b>                                                                                                                                               |     |              | <b>\$ 5.25</b>      |
| High quality thermal paper with retention in excess of 22 months                                                                                                                               |     |              |                     |
| <b>Freedom Vote Tablet (FVT) Ballot roll</b>                                                                                                                                                   |     |              | <b>\$ 15.50</b>     |
| High quality thermal paper with retention in excess of 22 months                                                                                                                               |     |              |                     |
| Estimated quantities per roll:                                                                                                                                                                 |     |              |                     |
| 11"- 160 ballots                                                                                                                                                                               |     |              |                     |
| 14"- 125 ballots                                                                                                                                                                               |     |              |                     |
| 17"- 100 ballots                                                                                                                                                                               |     |              |                     |
| 19"- 90 ballots                                                                                                                                                                                |     |              |                     |
| OPTIONAL SERVICES                                                                                                                                                                              |     |              |                     |
| <b>Programming assistance (assistance with rotation not applicable before it is included in software (after initial training))</b>                                                             |     | \$ 1,750.00  | per day             |
| <b>Software Training (after initial two days of basic and advanced training)</b>                                                                                                               |     | \$ 1,750.00  | per day             |
| <b>Staff Training (after initial staff training)</b>                                                                                                                                           |     | \$ 1,750.00  | per day             |
| <b>Logic and Accuracy Testing Support (included for first election)</b>                                                                                                                        |     | \$ 1,750.00  | per day             |
| <b>Public Test Support (included for first election)</b>                                                                                                                                       |     | \$ 1,750.00  | per day             |
| <b>Poll Worker Training (included for first election)</b>                                                                                                                                      |     | \$ 1,750.00  | per day             |
| <b>On-site Election Day Support (included for first TWO elections (3 days))</b>                                                                                                                |     | \$ 2,250.00  | per election        |
| <b>Phone Support</b>                                                                                                                                                                           |     | Included     |                     |

# PURCHASE ORDER TERMS AND CONDITIONS

1. The agreement between Douglas County, Kansas, (hereinafter the Purchaser) and Vendor consists of the terms and conditions contained on the face hereof, these printed terms and conditions, and any documents referenced herein which may or may not be attached hereto. Any such documents referenced on the face of this Purchase Order are incorporated by reference and made a part of the agreement between Purchaser and Vendor. In the event of conflict between the terms and conditions on the face of this Purchase Order, including documents referenced thereon, and these printed terms and conditions, the terms and conditions on the face hereof shall prevail. The agreement as described hereinabove constitutes the entire agreement between Purchaser and Vendor, which agreement shall not be modified orally or by failure of either party to enforce any of its rights hereunder.
2. Purchaser and Vendor agree that no acknowledgment or other document written or executed by Vendor or forwarded by Vendor to Purchaser after the date of the Purchase Order which contain terms and conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed either by the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, and only then if such instrument shall have been delivered to Vendor.
3. Unless otherwise indicated on the face of this Purchase Order, all prices shall be F.O.B. destination. Where specific purchases are negotiated F.O.B. origin, the Vendor shall prepay shipping charges and indicate those charges as a separate item on the invoice. C.O.D. shipments will not be accepted.
4. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this agreement both as to time and quantities, with Purchaser reserving the right to cancel, reject, or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Vendor must notify Purchaser immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, Purchaser reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Vendor with any additional costs incurred, unless Vendor's default arises from causes beyond its control and without fault or negligence. Time is of the essence in this agreement.
5. All goods or equipment delivered and/or services rendered hereunder shall be properly packaged and identified by Purchase Order number and shall be received subject to Purchaser's inspection, count and testing. Inspection and acceptance will be made at the F.O.B. delivery point unless otherwise negotiated. Payment alone shall not constitute acceptance.
6. Purchaser may reject, in whole or in part, goods or equipment delivered or to be delivered and/or services rendered or to be rendered hereunder by reason of Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein. Nothing herein shall make Purchaser obligated to pay Vendor for any goods or equipment delivered and for services rendered which are so rejected.
7. Vendor shall maintain in full force and effect such insurance coverage as may be required hereunder by Purchaser and for such period specified by Purchaser.
8. Vendor agrees to protect, defend, indemnify and save harmless the Purchaser, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities attributable to defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Purchase Order.
9. Vendor agrees to comply with the provisions of Executive Order 11246 and all similar federal, state and local laws, rules, regulations and orders, and amendments thereto, prohibiting discrimination in employment and further agrees that it will not discriminate on the basis of race, creed, color, sex, age, handicap, national origin, ancestry or political affiliation.
10. Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title or interest of the power to execute this agreement to any other third party without the expressed written consent of the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, but in no event shall such consent relieve the Vendor from any of its obligations hereunder, or in any way alter or modify the terms and conditions of this agreement.
11. Vendor shall not be charged with any liability for failure or delay in the performance required hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence; provided that Vendor shall give to Purchaser prompt written notice when it appears that such cause will delay its performance hereunder. Correspondingly, Purchaser shall be excused for failure or delay in its performance due to any cause beyond its control and without its fault or negligence.
12. Vendor warrants that any and all goods, equipment and services required to be furnished and rendered hereunder to Purchaser are in accordance with applicable specifications, drawings, samples or other descriptions given and free from any defects of workmanship and materials; that goods furnished to Purchaser shall be merchantable and, if selected or specified by Vendor for Purchaser's purposes, fit for such purposes; and that no governmental law, regulation, order or rule has been violated in the manufacture or sale of such goods.
13. Vendor agrees to deliver the goods or equipment and/or services hereunder free and clear of all liens, encumbrances and claims of laborers or materialmen and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims and encumbrances.
14. Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, regulations and orders in its performance required hereunder.
15. Invoices shall be prepared and submitted in duplicate as per the instruction on the face of this Purchase Order. Separate invoices shall be furnished for each order. Invoices shall contain the following information: Purchase Order number, contract number, item number, descriptions of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices will be processed in routine after receipt of the invoice or the Purchaser's acceptance, whichever is later. All cash discounts will be taken on the same basis.
16. Purchaser is exempt from applicable federal, state and local sales, excise and use taxes and agrees to provide Vendor with evidence of such exemption, upon request.
17. Termination for Cause. In the event of any breach of any of the terms or conditions of this agreement by Vendor, or in the event of any proceedings by or against Vendor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, Purchaser may, in addition to any other remedy provided it by law or inequity or other right reserved to it elsewhere in this agreement, without any liability to Vendor on account thereof, by written notice, terminate all or any part of this agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of Purchaser, and Vendor shall be liable to pay to Purchaser any excess cost or other damages caused Purchaser as a result thereof.
18. Termination for Convenience. Purchaser shall have the right to terminate this agreement for convenience in whole, or from time to time, in part. In such event, Purchaser's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.
19. It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet (MSDS) as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of MSDS is revised, the Vendor is required to provide new information relevant to the specific material.
20. This agreement shall be governed by, construed and enforced in accordance with laws of the State of Kansas.
21. Right to Examine and Audit Records. The Vendor agrees that the Purchaser, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Vendor involving transactions related to the contract between the Purchaser and Vendor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Vendor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Vendor and payee. Further, the Vendor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the Purchaser any and all such books, documents, papers, and records.
22. HIPAA Compliance. Both parties hereby agree that they will comply with the Administrative Simplification provisions and protected health information provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification or protected health information provisions of HIPAA by the applicable compliance dates and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.
23. In accordance with K.S.A. 44-1030, the Vendor agrees that:
  - a. The Vendor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex, disability, national origin or ancestry;
  - b. In all solicitations or advertisements for employees, the Vendor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
  - c. If the Vendor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser;
  - d. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser; and
  - e. The Vendor shall include the foregoing provisions (a. through d. immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The foregoing provisions (a. through d. immediately above) shall not apply to the Vendor if the Vendor employs fewer than four employees during the term of the present agreement or the present agreement cumulatively totals \$5,000 or less during the fiscal year of the Purchaser.
24. The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever.

**VOTE TABULATION SYSTEM CONTRACT**  
**(Unisyn Voting Solutions Precinct Based System)**

This contract, entered into by and between  
DOUGLAS COUNTY, KANSAS

A body corporate and politic,  
Hereafter called "the County"

And

HENRY M. ADKINS & SON, INC.  
Hereafter called "Adkins"

Witnesseth:

WHEREAS, the County has need for vote tabulation systems equipment, hardware and software, and training and technical support services, to the county election office as the election authority for Douglas County; and

WHEREAS, The County has met all of the prescribed rules for requesting or soliciting bids or proposals, accepting bids or proposals and entering into contracts provided for by the State of Kansas; and

WHEREAS, Adkins is willing to deliver the equipment to the County, and provide the necessary services to the County, and

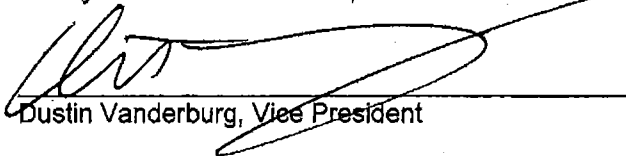
**Now, therefore, it is agreed between the parties as follows:**

1. Adkins shall provide all equipment, hardware, software, training, and services to the Douglas County Clerk's Office that is set out in the proposal "Exhibit A" attached to this Contract and incorporated by reference herein.
2. The maximum amount due Adkins under this contract shall be \$676,170.00.
3. Adkins shall receive the currently owned county ballot tabulation equipment complete with all peripheral items such as ballot boxes, memory cards, cables, documentation and any other items that might be essential for the operation of the system.
4. Adkins understands and expressly agrees that the County has not made any type of payment for said equipment nor will the County be required to submit any payment other than that amount as set forth in "Exhibit A" or "Exhibit B" for the equipment to be provided by Adkins under this contract.
5. Adkins covenants that it is possessed of the necessary qualifications and experience to train and support the personnel necessary to operate the equipment, hardware, and software specified in the proposal marked "Exhibit A" attached hereto and incorporated by reference herein.
6. Adkins will warrant, repair, and if necessary replace the equipment, hardware, and software specified in the proposal marked "Exhibit A" for one year (or two years as specified) after installation date.
7. Neither party may assign any of its rights or duties under this Contract without first obtaining the written permission of the other party.

8. This Contract shall constitute the entire Contract between the parties. This Contract may not be altered, amended, modified, or supplemented, except in writing signed by both parties. All notices given pursuant to this Contract shall be in writing, and shall be delivered to the other party by hand, or by delivery to such party's regular business address by certified mail (return receipt requested).
9. The terms of this Contract shall not be affected by or interpreted according to any custom, industry or business practice, or course of dealing, whether between the parties, between or among party, other persons or entities, or between or among other persons or entities.
10. The terms of this Contract shall be governed by the laws in the State of Kansas; United States of America on the day the last party executes this Contract.
11. All litigation regarding this Contract shall be taken in the court having appropriate jurisdiction in the State of Kansas, United States of America.
12. In case this Contract, or any one or more of the provisions hereof, shall be held to be invalid, illegal, or unenforceable within any governmental jurisdiction or subdivision thereof, the Contract or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction of subdivision thereof. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any other respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and there shall be deemed substituted such other provision as shall most nearly accomplish the intent of the parties to the extent permitted by applicable law.

This contract was approved by Douglas County, a body corporate and politic, by its governing body at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, authorizing its County Commissioners to execute this Contract.

Henry M. Adkins and Son, Inc:

  
Dustin Vanderburg, Vice President

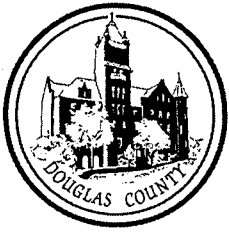
Douglas County:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jamie Shew, Douglas County Clerk

\_\_\_\_\_  
Authorized Signature



## DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25<sup>th</sup> 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

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### MEMORANDUM

To : Board of County Commissioners

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

Date : May 2, 2018

Re : Determine 2019 road maintenance budget for the Hesper CRID

The BOCC created the Hesper Charter Road Improvement District (Hesper CRID) in December 2004 by Home Rule Resolution No. HR 04-12-3. The CRID includes portions of N 1100 Road, E 2300 Road and N 1137 Road, all east of Route 1061, totaling 2.81 centerline miles. The CRID made capital improvements to these roads in 2005. The improvements consisted of adding a nominal 4" crushed rock base, priming and double chip sealing the surface, and replacing crossroad culverts. CRID property owners were assessed for the cost of the capital improvements (approximately \$231,000). In addition, CRID property owners are assessed for a portion of road maintenance costs with Eudora Township (now, Douglas County) funding the remaining maintenance costs.

In January 2006, Douglas County entered into a 3-party road maintenance agreement with Eudora Township and the CRID. The road maintenance agreement established the method of determining assessments to CRID property owners for road maintenance. Under the agreement, Eudora Township was to contribute a percentage of total road maintenance revenues determined as follows: the assessed valuation of property within the CRID divided by the total assessed valuation of all property within Eudora Township. The CRID property owners are assessed for the total road maintenance budget less the percentage of township road maintenance revenues determined as indicated above. In August 2011, the BOCC determined Douglas County will assume responsibility for what would be Eudora Township's contribution under the January 2006 maintenance agreement.

Attached is a spreadsheet showing previous and projected maintenance costs. Please note that in 2014, the Hesper CRID roads were patched and chip sealed. We anticipate another chip seal project for Hesper CRID roads in 2018.

Last year the 2018 maintenance budget was set at \$52,000. The spreadsheet shows the maintenance budget remaining at \$52,000 annually from 2019 through 2028.

The second spreadsheet calculates the 2019 assessments required for each Individual Property Owner (IPO). The spreadsheet assumes a \$52,000 budget for 2019. The spreadsheet shows Douglas County (in lieu of Eudora Township) contributing \$32,939 of the total \$52,000. This leaves \$19,061 to be paid by the IPO's. There are 42 IPO's, so each would be assessed \$453.83. Last year's assessments were \$400.32 per IPO.

I recommend the BOCC set a \$52,000 total road maintenance budget for the Hesper Charter Road Improvement District for 2019.

Action Required: Determine the 2019 road maintenance budget for the Hesper Charter Road Improvement District.

HESPER CHARTER ROAD IMPROVEMENT DISTRICT  
Maintenance Expense Projections

Date: 4/12/2018  
 By: KAB

| <u>Year</u>                                    | <u>Hesper CRID Budget</u> | <u>Projected Budget</u> | <u>Actual Maintenance Costs</u> | <u>Anticipated Maintenance Costs</u> | <u>Comments</u>     |
|------------------------------------------------|---------------------------|-------------------------|---------------------------------|--------------------------------------|---------------------|
| 2006                                           | \$ 19,656                 |                         | \$ 1,734.94                     |                                      |                     |
| 2007                                           | \$ 19,656                 |                         | \$ 9,361.80                     |                                      |                     |
| 2008                                           | \$ 24,585                 |                         | \$ 51,792.07                    |                                      |                     |
| 2009                                           | \$ 29,175                 |                         | \$ 59,731.55                    |                                      |                     |
| 2010                                           | \$ 29,175                 |                         | \$ 35,210.00                    |                                      |                     |
| 2011                                           | \$ 30,000                 |                         | \$ 35,052.75                    |                                      |                     |
| 2012                                           | \$ 34,177                 |                         | \$ 1,733.07                     |                                      |                     |
| 2013                                           | \$ 35,000                 |                         | \$ 29,419.79                    |                                      |                     |
| 2014                                           | \$ 38,000                 |                         | \$ 109,385.55                   |                                      |                     |
| 2015                                           | \$ 40,000                 |                         | \$ 1,561.37                     |                                      |                     |
| 2016                                           | \$ 40,000                 |                         | \$ 11,480.21                    |                                      |                     |
| 2017*                                          | \$ 52,000                 |                         | \$ 11,592.40                    |                                      |                     |
| 2018                                           | \$ 52,000                 |                         |                                 |                                      |                     |
| Subtotals                                      | \$ 443,424                |                         | \$ 358,055.50                   |                                      |                     |
| 2018                                           |                           |                         |                                 | \$ 120,000                           | Patch & chip seal   |
| 2019                                           |                           | \$ 52,000               |                                 | \$ 2,000                             | reduced maintenance |
| 2020                                           |                           | \$ 52,000               |                                 | \$ 20,000                            | Patching            |
| 2021                                           |                           | \$ 52,000               |                                 | \$ 35,000                            | Patching            |
| 2022                                           |                           | \$ 52,000               |                                 | \$ 125,000                           | Patch & chip seal   |
| 2023                                           |                           | \$ 52,000               |                                 | \$ 5,000                             | reduced maintenance |
| 2024                                           |                           | \$ 52,000               |                                 | \$ 20,000                            | Patching            |
| 2025                                           |                           | \$ 52,000               |                                 | \$ 45,000                            | Patching            |
| 2026                                           |                           | \$ 52,000               |                                 | \$ 130,000                           | Patch & chip seal   |
| 2027                                           |                           | \$ 52,000               |                                 | \$ 5,000                             | reduced maintenance |
| 2028                                           |                           | \$ 52,000               |                                 | \$ 25,000                            | Patching            |
| Subtotal                                       |                           | \$ 520,000              |                                 | \$ 532,000                           |                     |
| Actual expenses 2006-2017                      |                           |                         | \$ 358,056                      |                                      |                     |
| Anticipated expenses 2018-2028                 |                           |                         | \$ 532,000                      |                                      |                     |
| Total expenses 2006-2028                       |                           |                         | \$ 890,056                      |                                      |                     |
| Less: Budget thru 2018                         |                           |                         | \$ 443,424                      |                                      |                     |
| 2019 thru 2028 total budget required:          |                           |                         | \$ 446,632                      |                                      |                     |
| 2019 thru 2028 average annual budget required: |                           |                         | \$ 44,663                       |                                      |                     |

\*Capital improvements assessment (~\$780/yr/IPO) ends in 2017

Date: 4/27/2018  
By: KAB

## HESPER CHARTER ROAD IMPROVEMENT DISTRICT--2019 Budget

### 2019 DISTRICT CONTRIBUTIONS TO ROAD MAINTENANCE COSTS

#### Assumptions:

1. Township performs no maintenance activities and contributes no funds towards maintenance.
2. County contribution towards maintenace expenses calculated as:  
(Hesper CRID valuation/Eudora Twp valuation) x Eudora Twp road budget
3. Hesper CRID contribution equals Total Estimated Maintenance Expense less County contribuion
4. County forces perform all maintenance activities except chip seals.

|                                                                   |    |            |
|-------------------------------------------------------------------|----|------------|
| Hesper Improvement District total valuation (2018)*:              | \$ | 1,179,513  |
| Eudora Township total valuation (2018)*:                          | \$ | 18,342,801 |
| Percentage of improvement district value to total township value: |    | 6.43%      |

|                                                             |    |         |
|-------------------------------------------------------------|----|---------|
| Township Road Fund budget, 2018**:                          | \$ | 512,243 |
| Amount to be allocated to improvement district maintenance: | \$ | 32,939  |

#### Calculation of Improvement District contribution to annual maintenance expense:

|                                             |              |                |
|---------------------------------------------|--------------|----------------|
| Total estimated annual maintenance expense: | \$           | 52,000         |
| Improvement District assessments required:  | \$           | 19,061         |
|                                             | \$           | 52,000         |
|                                             |              | Maint. Assess. |
|                                             | <u>IPO's</u> | <u>per IPO</u> |
| Annual maint assessment per IPO:            | 42           | \$ 453.83      |

\*values provided by DGCO Appraiser's Office

\*\*\*township road fund budget provided DGCO Budget Office



## DOUGLAS COUNTY ZONING & CODES DEPARTMENT

3755 E 25<sup>th</sup> Street

Lawrence, Ks 66046

Phone: 785.331.1343 Fax: 785.842.1201

### MEMORANDUM

|              |                                                                                   |
|--------------|-----------------------------------------------------------------------------------|
| TO:          | Board of County Commissioners                                                     |
| SUBJECT:     | ReKinection Arts & Wellness Event- 375 N 851 <sup>st</sup> Diagonal Rd, Overbrook |
| AGENDA DATE: | May 6, 2018 @ 6PM                                                                 |
| EVENT DATE:  | September 28-30, 2018                                                             |
| FROM:        | Sean Reid, Zoning & Codes Director<br>Tonya Voigt, Zoning & Codes Coordinator     |

#### REGULATORY AUTHORITY FOR SPECIAL EVENT APPROVAL PROCESS:

12-319-8.05

a. Special Event Permits may be approved administratively or may require approval by the Board of County Commissioners, depending on the nature of the activity and the potential impacts to the surrounding properties. b. Special Events which do not meet the criteria listed in Section 12-319-8.06 or the standards listed in Section 12-319-8.07 or have characteristics that the Director of Zoning and Codes determines may constitute a nuisance or danger shall require approval of the Board of County Commissioners.

#### GENERAL INFORMATION

Current Zoning and Land Use                      A (Agricultural) Zoning, agricultural and residential use.

Surrounding Zoning and Land Use              A (Agricultural) Zoning in all directions. Land use is agricultural and residential.

A Special Event Permit request has been submitted for a three-day family friendly wellness and arts event on September 28-30, 2018. This event is open to the public and is proposed to occur at 375 N 851<sup>st</sup> Diagonal Rd. Music, activities and vending will occur from 12pm-11pm Friday, 8am-11pm Saturday, and 8am-6pm Sunday. Application was submitted by Laura Lockton, property owner of record, along with ReKinection, LLC.

#### SUMMARY OF PROPOSED EVENT

A written description of the event was provided in Section D of the attached application. The points of interest required to be covered in the event description are:

- Describe the activities that will occur with this event.
- Describe proposed routes to site from nearest paved roads/County routes.
- Note any changes that may be required to traffic flow on the site or adjacent roadways.
- Explain any provisions that will be made for security or parking.
- Describe proposed site maintenance; including how the site will be cleaned following the

event as well as how sanitation will be maintained during the event.

- Provide anticipated attendance with a not to exceed number.
- Describe how protection for pedestrians will be provided during the event. Vehicle and pedestrian circulation must be separated.
- Note provisions, if any, that are being made for portable toilets for event (include provider and disposal contractor) and potable water, if required by the Lawrence-Douglas County Health Department.
- Describe how ADA requirements will be met for parking and restroom facilities.
- If fireworks are proposed as part of the special event, note a separate permit and fee are required.
- If campfires, outdoor cooking fires, barbeque equipment or other open burning areas are proposed, provide a letter from the township fire department that this has been discussed with them.
- If parking is to be located on adjoining property, written consent of the affected landowner must be provided to the Director of Zoning and Codes prior to approval of the permit.
- If large trucks are required to provide staging, tents or other equipment for the event, note that the event area must be large enough to accommodate the turning radius of the truck(s). Public road cannot be used for loading and unloading of equipment or materials.
- Provide written approval of proposed restroom and public water sources from the Douglas County Health Department.
- Are portable electric generators proposed?

#### SITE PLAN & SUPPLEMENTAL DOCUMENTS

The application requires a scalable plan or aerial photograph be provided with the application. This information included on the plan or aerial photo includes:

- Location and dimensions of the event area. (The event may not be located in the regulatory floodway and may not interfere with access into the site for emergency vehicles.)
- Distance from road right-of-way.
- Location and dimensions of any structures (tents, stages, booths, etc) used for the event.
- Provide plan showing that adequate off-street parking areas-including ADA accessible parking are provided for the event.
- Location and dimension of activity areas associated with the event.
- Location and materials used to separate activity area from parking or other areas, if needed.
- If vendors are associated with the event show their location, with dimensions, along with the type of structure to be used.
- If portable toilets will be used, show number and location on the site plan.
- If any exterior lighting is proposed with the event the plans should show the location and note that the sources shall be shielded or aimed so the direct illumination is confined to the property on which the event is located.
- If signage is to be used, the plan should show the location and note the proposed size.
- Any other information which pertains to the event.

#### NOTIFICATION AND MAILING

A requirement of the Special Event Permit is that the application provides written notice to owners within 1000' of the proposed event and that a certification of this mailing be submitted as part of the application package. According to the Certificate of Mailing, written notices were sent to property owners within 1000' of 375 N 851<sup>st</sup> Diagonal Rd on March 30, 2018.

### REVIEW COMMENTS RECEIVED

| Dept/ Agency<br>Comments Received                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>County Public Works</b></p> <p>The entrance will need to be widened to min. 24' width to allow 2 lanes of opposing traffic entering and exiting the event site. Significant additional rock surfacing will be needed for the anticipated trucks and emergency response vehicles. The good news is this a mound entrance with no culvert, so widening will be relatively painless. -Keith Browning</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>Clinton Township</b></p> <p>Notification was sent April 9<sup>th</sup>, 2018. No comment has been received by the township trustee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>Clinton Township Fire Dept.</b></p> <p>Chief Snodgrass has reviewed the site plan with the following comments. The need for a water truck is being discussed, based on pre-event activities.</p> <p>Following are things we would be concerned about. -Dennis Snodgrass</p> <ol style="list-style-type: none"> <li>1. Nothing is stated about the use of fireworks, but they would need a properly licensed operator with appropriate insurance, if planned. That would also require a site plan approval. <i>No fireworks.</i></li> <li>2. We will need appropriate hard surface access for emergency vehicles and personnel if we have to respond. Dirt roadways only is not acceptable. This is a large area site, and apparatus access under all conditions is important. We recommend main gravel roadways which would allow apparatus access to all main locations within the site in case of rain during the event. <i>A revised site plan showing hard surface access is attached.</i></li> <li>3. Will they have food vendors, and if so, will each have proper safety equipment for fires, grills, etc.? <i>Codes will inspect in conjunction with the local fire department prior to the event.</i></li> <li>4. They state there will be several open campfire areas. Will they each have adequate fire protection equipment, and somebody to do fire watch while the fires burn, and completely extinguish the fire/embers before fire watch termination? With overnight campers, they'll need to make sure all fires are out before they go to bed. <i>A revised site plan showing three communal open campfire areas and water tank storage stations is provided. Fire watch is a proposed condition to the permit.</i></li> <li>5. Also, any parking area or areas with heat generating equipment on it, will need to be mowed very short in length so that no catalytic converters or other heat generating equipment can start grass fires. Fire suppression equipment should be stationed in parking areas to contain any fire that might break out on the ground. <i>Codes will inspect in conjunction with the local fire department prior to the event. Proposed condition.</i></li> <li>6. All performance areas which involve structures should have adequate fire suppression equipment immediately available at the structure, and some type of knowledgeable supervision to keep watch. <i>Proposed condition.</i></li> <li>7. Communication and the ability to evacuate with some semblance of order are the main issues. It sounds like you have addressed both. Although bad weather that time of year is unlikely, I assume someone will be monitoring weather should any inclement weather be forecasted. Correct? <i>We will monitor the weather ourselves for weeks before the event, throughout the event and through cleanup. I have notifications on my phone and I will check several times a day.</i></li> <li>8. I would also request at least 2 points of contact for responsible parties associated with the event, with 24 hour access, for the duration of the event. <i>Daniel &amp; I also both will always be</i></li> </ol> |

*available on our phone and on walkie-talkies that emergency staff will also have, in case we're needed. I usually have one channel for security/EMTs/fire/emergency personnel and a different channel for production staff, and we will be on both.*

**Sheriff's Dept**

Sherriff Buchholz has been contacted by the applicant regarding the law enforcement plan. The applicant is awaiting response and has requested a meeting to discuss the number of sheriff deputies needed to staff the event.

**Lawrence-Douglas County Health Dept**

The following has been approved by the health department:

- Attendance: maximum of 1,000 tickets
- Number of portable toilets: Required 22- Provided: 40
- Number of ADA compliant portable toilets: Required 5- Provided 10
- Number of hand washing stations: Required 5- Provided 10
- Number of food vendors: approximately 10
- Potable water will be provided to all food vendors on site during the entire event
- There will be bottled water available to purchase for the event attendees
- Water stations will be located with 250 gallon tanks to provide water to event staff and ticket holders

**Lawrence-Douglas County EMS**

- 1 Medic Unit and 1 Gator staffing 4 employees from 12pm on Sept 28- 6pm on Sept 30.
- 1 Command Vehicle provided by LDCFM or Douglas County Sheriff's Office

### STAFF REVIEW

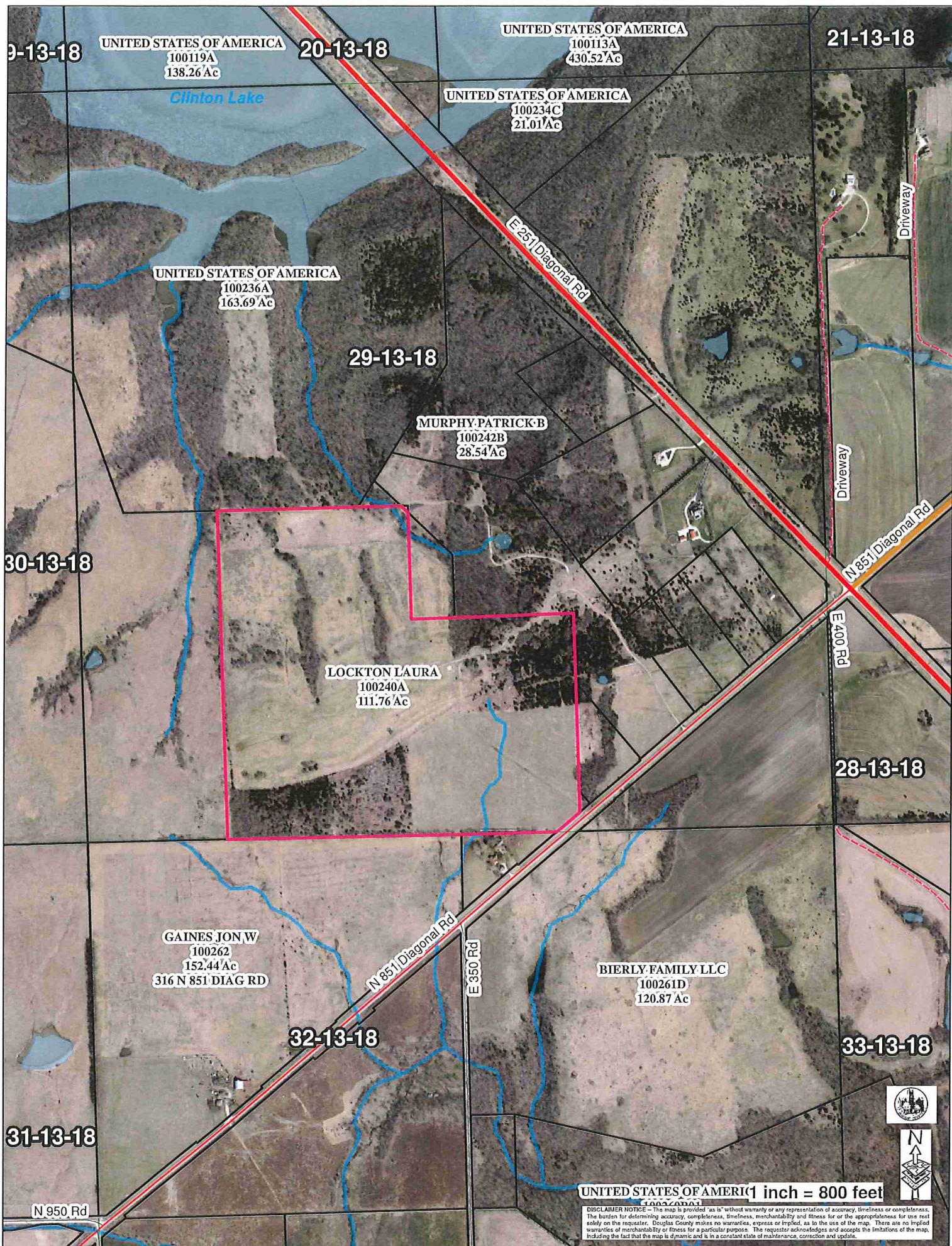
The department has received no written communications regarding this proposed event from the general public but has received several phone calls questioning a prior event that was not permitted held April 27-28, 2018.

Conditions staff recommends be included, if the Special Event Permit application is approved, are:

1. Approval of the three-day event for a wellness and arts event on September 28-30, 2018 from 8 AM to 11 PM.
2. Overnight camping will be allowed in designated camping areas only. No fires will be allowed within the camping areas. A fire watch is required at all times to prevent campfires.
3. A mowed perimeter of 30' around the camping areas must be established to separate the camper area from taller grasses or untrimmed trees. Nothing is allowed within the perimeter area including tents, vehicles, sleeping areas, etc. Any parking area or areas with heat generating equipment must also be mowed. Codes in conjunction with the Clinton Fire will inspect and approve all mowed areas prior to the event.
4. No smoking shall be posted in all areas; a designated smoking area must be established on hard surface using proper receptacles for disposal.
5. All performance areas which involve structures will have adequate fire suppression equipment immediately available at the structure. A fire watch is required at all times.
6. Hard surface roads accessing all main locations within the site will be constructed in accordance with and approved by Clinton Fire and LDCFM (Lawrence-Douglas County Fire & Medical) prior to the event.
7. A pre-event, health, fire/life safety, and ADA compliance site inspection, conducted by Zoning & Codes and Clinton Fire on the day prior to the event. The applicant must obtain

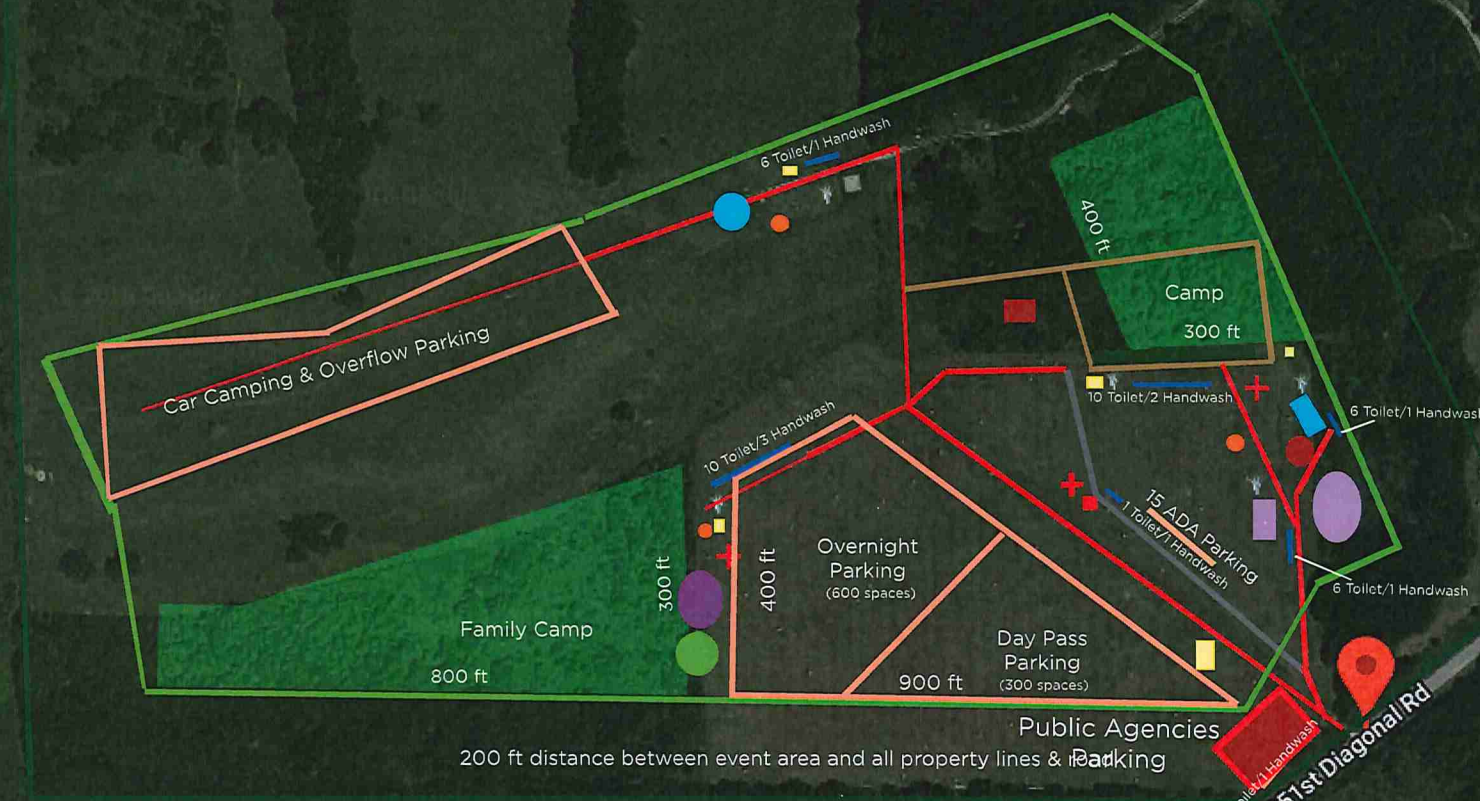
health, fire/life safety, and ADA compliance inspection approval from Zoning & Codes and Clinton Fire prior to the event opening to the public. The applicant or his representative must be on-site for the inspection.

8. The applicant must provide satisfactory evidence of General Liability insurance in the amount of not less than \$1,000,000. The policy shall provide defense and indemnity from any and all liability associated with the event to Douglas County, Clinton Township, the Clinton Township Fire Department, Lawrence-Douglas County Fire Medical, and each of these entities' officers, employees, and agents. The applicant must also provide evidence that Douglas County, Clinton Township, the Clinton Township Fire Department, and Lawrence-Douglas County Fire Medical are named as additional insureds under that policy for purposes of this event.
9. ADA spaces shall be clearly delineated in the parking areas and signed in accordance with the ADA Guidelines and Zoning Regulations.
10. Copies of all agreements & contracts entered into by the applicant for waste disposal services, portable toilet provisions, and security services must be provided.
11. All permits required by Chapter 13 (Construction Code of Douglas County) and inspections required for construction of temporary structures (temporary structures shall include any tent over 120 square feet in area, any stage or platform, or any building intended for human occupancy or use), erection of food and beverage tents, portable generators, and any other temporary electrical services shall be obtained, inspected, and approved in a timely manner prior to the event.
12. Map of the location of off-premise directional signs and signed forms from each property owner where a sign is located. Signs are not permitted on road rights-of-way and are limited to 30 sq inches in size. The only information to be displayed on the signs are the event name, contact phone number, and directional arrow. Signs are permitted to be set one day prior to the event and must be removed and properly disposed of the day after the event.
13. Site restoration to be completed within 5 working days after the event. This shall include complete removal of the stage, other temporary structures constructed for the event.
14. 8-15 parking attendants will be staffed 24/7. Security at the main check-in point can assist in directing traffic. The final number of parking and traffic attendants be provided to the Zoning & Codes office a minimum of 48 hours prior to the event.
15. Entrance widening must be constructed and approved by Douglas County Public Works prior to the event.
16. No fireworks will be permitted. No fires will be allowed if a burn ban is in effect.
17. The County noise ordinance must be honored; any noise considered excessive after 11pm is prohibited.
18. No lighting shall project onto adjoining residential lots. Use of spot lighting or other glaring lighting should be prohibited.
19. Applicant shall ensure that only caterers licensed by the State of Kansas are contracted to provide food; caterers shall be bonded.
20. No alcohol may be sold at retail during this event.
21. The applicant must abide by all requirements imposed by Clinton Fire Township, LDCFM Agency and all Law Enforcement agencies.
22. The applicant must pay or reimburse all costs incurred by or on account of Public Agency activities associated with the event.



# Celebration Events Map

- Property Boundary
- Event Boundary
- Gravel Road / Emergency Access
- Dirt Road
- Parking Area
- Pedestrian Walkway
- Sustainability & Agriculture Education Space
- Stage (16' x 20')
- Wellness Village (15-20 10' x 10' Tents)
- Kids Village (35' Dome)
- Yoga Tent (30' x 50')
- Speaker Tent (20' x 40')
- Performing Arts Area (30' x 50')
- Arts Dome (35')
- Camping
- Toilets & Water Stations
- Vendors (15-20 10' X 10' Tents & 4-6 Food Trucks)
- Proposed Community Fire
- Check-In & Security Checkpoint
- Water Stations
- First Aid
- Trash/Recycling Station or Dumpsters



200 ft

Wakarusa Valley  
Permaculture

Google

# Celebration Emergency Map

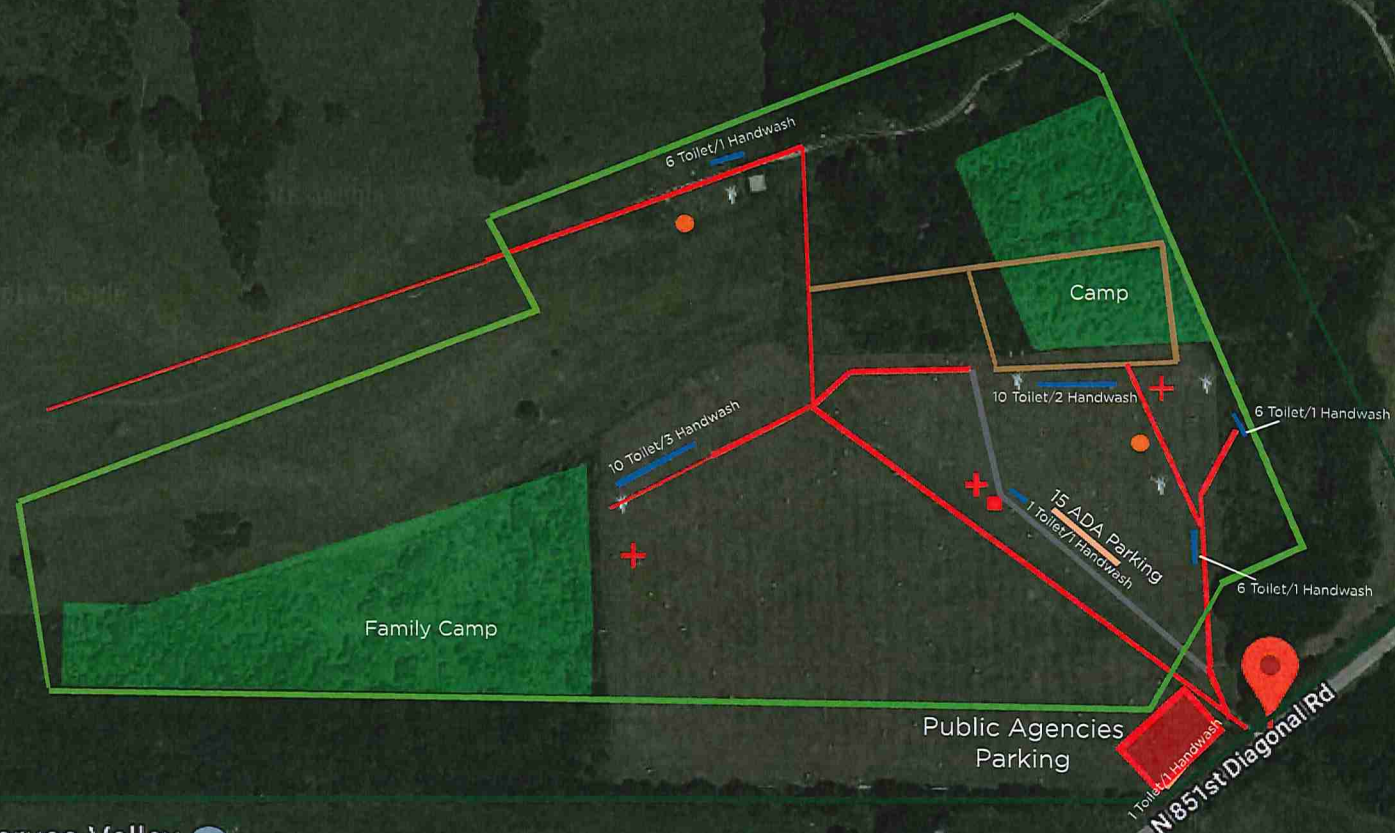
- Property Boundary
- Event Boundary
- Gravel Road / Emergency Access
- Dirt Road
- Pedestrian Walkway

- Camping
- Toilets & Water Stations
- Proposed Community Fire
- Check-In & Security Checkpoint
- Water Stations
- First Aid

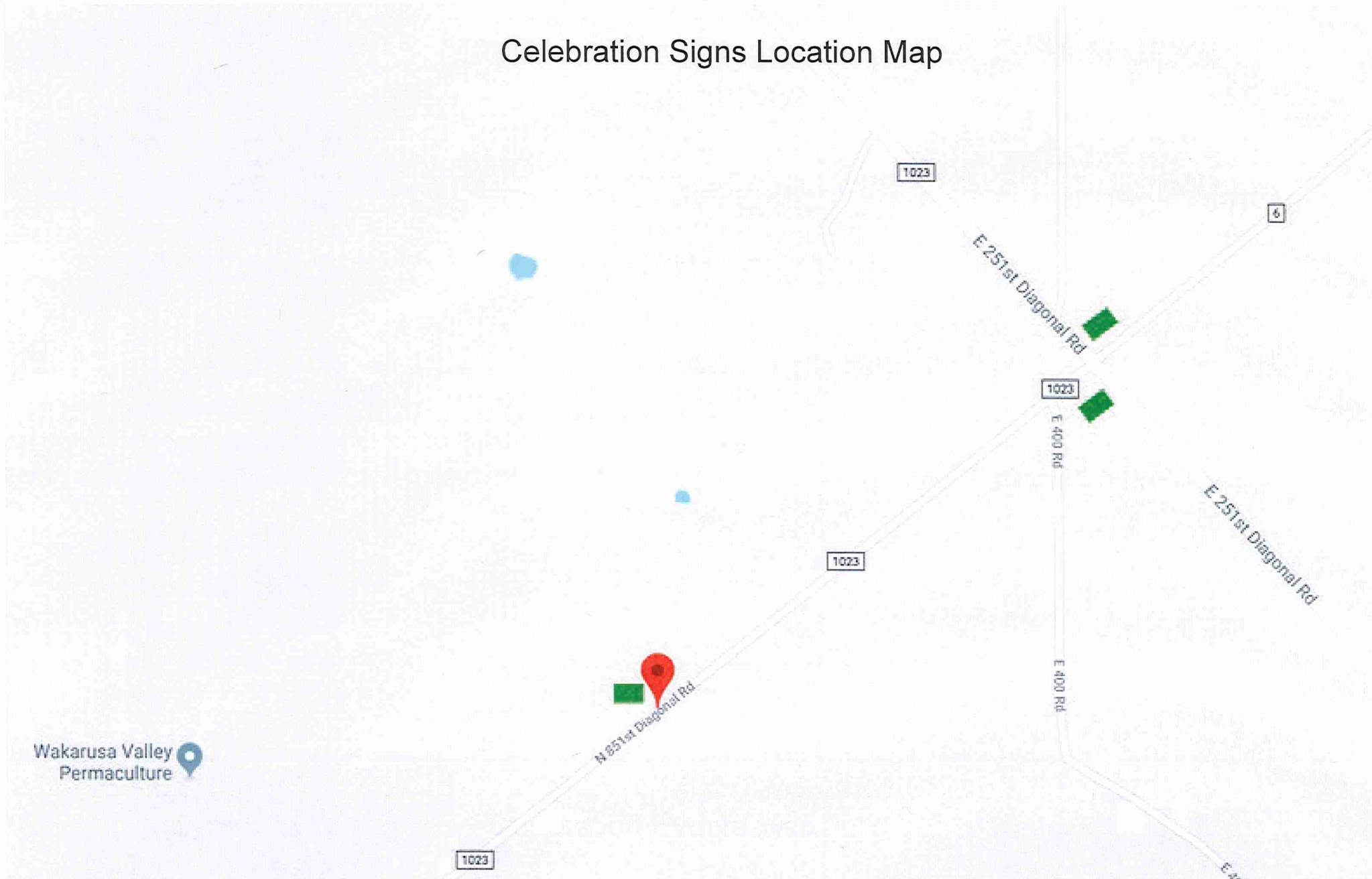
200 ft

Wakarusa Valley  
Permaculture

Google



## Celebration Signs Location Map



## This is an aerial map of a region centered around Clinton Lake. The lake is a large blue body of water in the upper left. To its right is a smaller, irregularly shaped lake. The map is divided into several numbered sections by red lines: 19 (top left), 20 (top center), 21 (top right), 28 (middle right), 31 (bottom left), 33 (bottom right), 04 (bottom right corner), 05 (bottom center), and 06 (bottom left corner). A road, likely Highway 6, runs diagonally from the bottom left towards the top right, passing through sections 19, 20, 28, and 33. Another road, likely Highway 458, runs horizontally across the middle of the map, passing through sections 20, 28, and 33. A third road, likely Highway 02, runs diagonally from the bottom left towards the top right, passing through sections 31, 06, 05, and 04. The map also shows various geographical features: Clinton Lake, Rock Creek (labeled in the bottom right), and several smaller ponds. The terrain is a mix of green (vegetation) and brown/tan (bare ground or water). The labels 'SE' and 'SW' are visible in the bottom left corner, indicating the orientation of the map.

# DOUGLAS COUNTY SPECIAL EVENT APPLICATION FORM

Zoning & Codes Department

3755 E 25<sup>th</sup> Street, Lawrence, KS 66046

785.331.1343 | Fax: 785.842-1201 | <http://www.douglascountyks.org/depts/zoning-and-codes>



Submittal Date: 3/30/18

Office Use:  
Registration No. ZSEP 2018 - 6001

A completed application and fee must be submitted a minimum of 28 days prior to the event date.

## APPLICANT INFORMATION [SECTION A]

|                                             |                |                                     |                                     |
|---------------------------------------------|----------------|-------------------------------------|-------------------------------------|
| Application Name*: Laura Lockton            |                | Organization Name: ReKinection, LLC |                                     |
| Mailing Address: 710 N. 7 <sup>th</sup> St. |                | City and State: Lawrence, KS        | Zip Code: 66044                     |
| Phone Number: 913-787-4887                  | Cell Number: → | Fax Number:                         | Email Address: info@reKinection.com |

\*Property owner's written permission must be provided by mail, fax, or e-mail to the Zoning and Code Office (fax number: 785-331-1347) before a permit will be processed.

## EVENT INFORMATION [SECTION B]

|                                                                      |                                                                                    |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Event Date: Sept. 28-30, 2018                                        | Address   Location: 375 N. 851st Diagonal Rd., Overbrook, KS 66524, Douglas County |
| Description of Event: ReKinection Celebration: Wellness + Arts Event |                                                                                    |
| Property Owner: Laura Lockton + Humayun Khan                         | Website: ReKinection.com (under construction)                                      |

- Several permits may be applied for consecutively if the event is to run more than 14 consecutive days. Each permit will be valid for no more than 14 consecutive days.

If this application is requested for the same event on non-consecutive dates, please provide additional date and time information below for each event. (Each special event will require issuance of a permit.)

|       |        |       |        |
|-------|--------|-------|--------|
| Date: | Times: | Date: | Times: |
| Date: | Times: | Date: | Times: |

4 permits may be administratively approved for a property per calendar year.  
Any additional permits require County Commission approval.

Number of permits that have been administratively approved for this location this calendar year.

Will a tent be used for this event? Yes ☒ No ☐

If yes:

- Note the dimensions of the tent: \_\_\_\_\_ feet X \_\_\_\_\_ feet
- Note the type of tent: Open/Canopy ☐ Enclosed ☐

• 30' x 50' Open Rectangle Tent for Yoga  
• 35' Dome Tent (open)-Arts  
• 20' x 40' Open Rectangle Tent - <sup>speakers</sup>  
• 35' Dome Tent - Kids' Area  
• 15 10' x 10' Wellness Arts Tents  
• 20 10' x 10' Vendor Tents

**SALES AND TAX LICENSING INFORMATION [SECTION C]:**

Does the event involve sales? - Yes

- If yes, provide your Kansas Sales Tax ID Number - 004-824373513F-01
- If you are not required to collect Kansas Sales Tax, please provide your exemption information:

Contact the Kansas Department of Revenue, Kansas Tax Assistance, (785) 368-8222, for information regarding the Kansas Sales Tax ID Number and Sales Tax Requirements.

- If your business is not based in Kansas, a transient merchant license must be obtained from the Douglas County Clerk's office at (785) 832-5182; (1100 Massachusetts Streets, Lawrence, KS 66044)

Will you be selling alcohol? Yes ☐ No ☒

- If yes, a liquor license must be obtained. If the alcoholic beverage content is 3.2, contact the County Clerk's Office at 785-832-5182; (1100 Massachusetts Street, Lawrence, KS 66044) for approval. If the alcohol content is more than 3.2, please contact the State of Kansas (<http://www.ksrevenue.org/abcapplynew.html>). You may contact the Customer Relations Miscellaneous Tax Segment at 785-368-8222 (select option #5 for all other taxes then select option #4 for liquor, cigarette or bingo) or send an email to: [miscellaneous.tax@kdor.ks.gov](mailto:miscellaneous.tax@kdor.ks.gov). Upon the State's approval, the County Clerk's office is also required to sign off on the application. Additional time may be needed to process this request. Please note: Per KSA 41-104 (h) of the Kansas Liquor Control Act, the serving of complimentary alcoholic beverages at a charitable event/activity may not be required to obtain a license or a temporary permit. Contact the State for specific details of this exemption.

Section 12-319-8.06 of the County Code contains criteria for an administrative permit.

If the event does not meet these criteria, the applicant will be referred to the Board of County Commissioners for action. Staff will advise applicant in a pre-application meeting if your event will require County Commissioner's action.

**EVENT DESCRIPTION [SECTION D]:**

A description must be provided which includes the following information:

**WRITTEN DESCRIPTION**

Provide a separate page with the following information:

- Describe the activities that will occur with this event.
- Describe proposed routes to site from nearest paved roads/County routes.
- Note any changes that may be required to traffic flow on the site or adjacent roadways.
- Explain any provisions that will be made for security or parking.
- Describe proposed site maintenance; including how the site will be cleaned following the event; as well as how sanitation will be maintained during the event.
- Provide anticipated attendance with a not to exceed number.
- Describe how protection for pedestrians will be provided during the event. Vehicle and pedestrian circulation must be separated.
- Note provisions, if any, that are being made for portable toilets for event (include provider and disposal contractor) and potable water, if required by the Lawrence-Douglas County Health Department.

- Describe how ADA requirements will be met for parking and restroom facilities.
- If fireworks are proposed as part of the special event, note a separate permit and fee are required.
- If campfires or other open burning areas are proposed, provide a letter from the township fire department that this has been discussed with them.
- If parking is to be located on adjoining property, written consent of the affected landowner must be provided to the Director of Zoning and Codes prior to approval of the permit.
- If large trucks are required to provide staging, tents or other equipment for the event, note that the event area must be large enough to accommodate the turning radius of the truck(s). Public road cannot be used for loading and unloading of equipment or materials.
- Provide written approval of proposed restroom and public water sources from the Douglas County Health Department (785.843.3060)
- Are portable electric generators proposed?

#### **GRAPHIC DESCRIPTION [SECTION E].**

Provide the following information graphically on a scalable aerial photograph or site plan of the area:  
*(Aerials are available from at the Zoning and Codes Office at 3755 E 25th Street, Lawrence, KS or the County's GIS map viewer at [www.douglas-county.com/depts/it/gis/gis\\_mapviewer.aspx](http://www.douglas-county.com/depts/it/gis/gis_mapviewer.aspx).)*

- Location and dimensions of the event area. (The event may not be located in the regulatory floodway and may not interfere with access into the site for emergency vehicles.)
- Distance from road right-of-way.
- Location and dimensions of any structures (tents, stages, booths, etc) used for the event.
- Provide plan showing that adequate off-street parking areas-including ADA accessible parking are provided for the event.
- Location and dimension of activity areas associated with the event.
- Location and materials used to separate activity area from parking or other areas, if needed.
- If vendors are associated with the event show their location, with dimensions, along with the type of structure to be used.
- If portable toilets will be used, show number and location on the site plan.
- If any exterior lighting is proposed with the event the plans should show the location and note that the sources shall be shielded or aimed so the direct illumination is confined to the property on which the event is located.
- If signage is to be used, the plan should show the location and note the proposed size.
- Any other information which pertains to the event.

*Laura Lockten*

**Applicant Signature**

*3/30/18*

**Date**

TO BE COMPLETED BY DOUGLAS COUNTY ZONING ADMINISTRATION OFFICE

REGISTRATION CHECKLIST AND APPROVAL

- D SECTION A COMPLETED
- D SECTION B COMPLETED
- D SECTION C COMPLETED
- D SECTION D COMPLETED
- D SECTION E COMPLETED
- D COPY OF NOTICE TO PROPERTY OWNERS LETTER
- D "CERTIFICATE OF MAILING" SUBMITTAL
- D REVIEWED BY ZONING & CODES DIRECTOR DATE: \_
- D DATE OF BOARD OF COUNTY COMMISSIONER'S MEETING FOR APPROVAL: \_

REVIEW COMMENTS: (Comments that extend to a separate page are incorporated into approval)

Office Use

Approval Date: \_\_\_\_\_

\_\_\_\_\_  
Director, Zoning & Codes Department

\_\_\_\_\_  
Chair, Board of County Commissioners

Conditions of Approval:

Event Permit Application  
ReKinection Celebration  
Sept 28 - 30, 2018

Description:

- Celebration is a 3 day family-friendly wellness & arts event. Activities will include more than 50 workshops, speakers and activities focused on wellness, body movement & arts. Examples are yoga, motivational speakers, holistic healing, kids' activities, aerial & performing arts workshops & live art. Vendors will sell arts & crafts, food and wellness services. Music at the event will be mostly yoga/meditation music, singer/songwriters and a few bands in the evening. Because our property is 122 acres and there is only one home nearby, it will be easy to place the event area in a space that won't be a nuisance and to keep the volume at a level that won't be heard by neighbors. Music, activities & vending will occur from noon-11 pm Friday, 8 am-11 pm Saturday, and 8 am-6 pm Sunday. Entry into event will be allowed during the same hours. We would like to offer day passes and camping passes.
- 10 % of proceeds will be donated to a local charity. We are thinking Lawrence Community Shelter, but we're open to suggestions as well.
- Event areas/infrastructure: Yoga Tent (30' x 50' open rectangular tent), Kids' Village (35' open dome plus play structures), Breakthrough Tent for motivational speakers (20' x 40' open rectangular tent), Performing Arts area (aerial rigs, no tent), Wellness Arts vendor area (15-20 10 x 10 tents), Arts/Crafts vendor row (15-20 10 x 10 tents & 4-6 Food Trucks), Live Art Dome (35' open dome), Music Stage (16 x 20')
- No alcohol will be sold or provided. We will allow people to bring small amounts of alcohol but will prohibit large amounts such as kegs, large bottles of liquor and excessive amounts of any alcohol. We feel that these distract from the workshops, do not create the environment we vision and cause behavior problems. Cars will be checked at the check in gate and all attendees will be carded. Any attendee under the age of 21 will be marked appropriately.
- Maximum attendees: 1000 camping passes, 500 day passes per day, 200 staff.
- Most traffic will come from E 251st Diagonal Rd and enter on N 851st Diagonal Rd.
- No changes to traffic flow will need to be made. The property has sufficient roads at the entry point so that traffic will not get backed up onto the road. There will be 500 ft between the road and the check-in/security checkpoint. And there is an additional 1000 ft of road that can be used if needed.
- Roadways are on the perimeter of the main event area so pedestrians will not need to walk on roads. Separate pedestrian paths will be designated. All event setup, including vendor setup, will occur before & after attendees are allowed to enter. There is plenty of room for vehicles, even large trucks, to maneuver & turn.
- Security will be at the check-in gate and combing the event, 24 hours a day. The Police and Sheriff's Department are always welcome to drive or walk through the event as well. A parking area will be designated for any public agencies that would like to be present.

- A First Aid area will be provided and staffed 24 hours a day from noon Friday through 6 pm Sunday.
- 1 parking space per every 2.2 possible attendees will be provided. 900 spaces in an area 360,000 sq. feet will be split into overnight & day pass parking. Additional overflow parking area will have 300 parking spaces. 15 marked ADA spaces will be provided as close to the event area as possible. Parking spaces/aisles will be marked, and parking attendees will direct drivers to their spaces.
- Sanitation: Dumpsters will be provided & emptied by Budget Port-A-Potty. Recycling dumpsters will be provided & emptied by 12th & Haskell Recycling Center. Trash & recycling cans will be located throughout the event area. Trash bags and recycling bags will be offered upon entry. Staff will clean the grounds and empty trash several times every day. We own the property so our staff will clean following the event.
- 40 portable toilets & 10 hand washing stations will be provided & emptied by Budget Port-A-Potty. 10 of the toilets will be ADA. They will be serviced mid-day Saturday.
- Potable water will be provided by the water on-site that is from the rural water district. Large food-grade stainless steel containers on trucks will be filled & stationed throughout the event.
- We would like to have 2 main fire pits and several small fire pits throughout the camping area with fire department's recommendation & approval, IF the weather conditions are acceptable for fires. Upon entry, all attendees will be notified that fires outside the designated sites will be strictly prohibited, and burn bans will be enforced. Signs that state: FIRE BAN STRICTLY ENFORCED will be posted at the gate and throughout the event grounds. If there is no fire ban, we will also have fire dancers perform in an area that is suitable and will have trained, insured safety staff, with safety equipment (ie water buckets, keflon safety towels, and fire extinguishers), will coordinate and be present during fire dancing performances.
- 3-5 portable generators will be required
- Vendors will be required to have and report sales tax registration & any required licenses, including a license from the Ks Dept of Agriculture for food vendors.
- Event promoters and landowners will carry a \$1 million liability insurance policy. Additionally, attendees will sign an agreement to abide by event rules and a liability release.

#### Graphic Description Additional Info:

- Small, low lumen lights will be used at the staging area, tents, parking and pedestrian walkways. These lights will not illuminate neighboring properties.
- Signs a maximum of 4' x 5' will be located at the event entrance and at the corner of N 851st Diagonal Rd & E 251 Rd.

Procedures for Public Notice of a Proposed Special Event –  
Written Notification to Property Owners within 1000'

---

1. Written notice of the proposed site plan shall be mailed to the Owners of record for property within 1000' of the subject property, in accordance with Section 12-319-8.08(b),
2. The notice shall be sent by the applicant via regular mail, postage pre-paid.
3. The applicant shall submit a Certificate of Mailing (page 6 of the application) at the time of submission of the Special Event Permit application along with a sample of the notification letter.
4. Per Section 12-319-8.08(b), the written notice shall provide:
  - a. A brief description of the proposed event;
  - b. The proposed date of the event;
  - c. Applicant's contact information for questions concerning the proposed event; and
  - d. A statement with substantially the following information:

*"This letter is being sent to the owner of property within 1000' of the property containing the special event described further in this letter. It is being sent for the purpose of informing the notified person and other interested parties about the proposed event. This letter is being provided solely to advise nearby landowners of the pending proposed event. For further information, contact the applicant at (phone number) \_ or the Douglas County Zoning and Codes Department at 785-331-1343."*

Note: The failure to *receive* notice of Site Plan Review by a landowner within 1000 ft will not affect the validity of the special event permit approval or review.

## CERTIFICATE OF MAILING

THE FOLLOWING IS TO BE COMPLETED AND SUBMITTED BY THE APPLICANT.

Type of event: ReKinection Celebration  
Wellness + Arts Event

Address or location of event:

375 N. 851 Diagonal Rd, Overbrook, KS 66524

I hereby certify that a true and correct copy of the foregoing "Notice to Property Owners" was mailed to the attached list by depositing said copy in the United States Mail, proper postage prepaid, on the following date:

Laura Lockton

Signature

3/30/18

Date

Laura Lockton

Printed Name

Date

Name

Address

### Notice of Proposed Special Event Permit

To Whom It May Concern,

We wanted to let you know that we would like to host a family-friendly wellness & arts event on our property that is near yours. The event will be Sept 28-30, 2018. Activities will include workshops, speakers and activities focused on wellness, body movement & arts. Examples are yoga, motivational speakers, holistic healing, kids' activities, aerial & performing arts workshops & live art. Vendors will sell arts & crafts, food and wellness services. We will not sell alcohol or allow large amounts of alcohol to be brought in because we feel like that would not create the environment we wish to create. Music at the event will be mostly yoga/meditation music, singer/songwriters and a few bands in the evening. Because we have 122 acres, it will be easy to place the event in an area where it won't be a nuisance and to keep the volume at a level that won't be heard by neighbors. Amplified music will end at 11 pm. We also have established a 200 ft boundary zone around the edge of our property that we will not use, and we will take steps to ensure that attendees do not cross the property line. And we have sufficient space for cars to line up for check-in on our property so traffic won't get backed up onto the road. One more thing to note is that we plan to donate 10% of proceeds to a local charity. We're thinking of Lawrence Community Shelter, but we're also open to suggestions if you know any charities that are in need of funds.

We have submitted an application for a special event permit to the Douglas County Zoning and Codes Department. This letter is being sent to all owners of property within 1000' of the property containing the proposed event. It is being sent for the purpose of informing you and other interested parties about the proposed event. If you have any questions or concerns at all, please contact me, Laura Lockton, at 913-787-4887. We want to work with you to ensure that you feel confident that the event won't bother you. In fact, we think you might enjoy it and we would like to offer you & your family free passes. We hope that you will come enjoy the activities with us! You can also contact the Douglas County Zoning & Codes Department at 785-331-1343.

Sincerely,

Laura Lockton

## AD - Crabtree, Robin

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**From:** AD - Crabtree, Robin  
**Sent:** Friday, May 04, 2018 2:20 PM  
**To:** County Commissioner - Derusseau, Michelle  
**Cc:** 'kyblhodge@yahoo.com'  
**Subject:** RE: Laura Lockton

Michelle,  
 I will add it to my back material in the agenda packet.  
 Thanks,  
 Robin

---

**From:** County Commissioner - Derusseau, Michelle  
**Sent:** Friday, May 04, 2018 10:55 AM  
**To:** AD - Crabtree, Robin <rcrabtree@douglascountyks.org>  
**Subject:** Fw: Laura Lockton

Hi Robin,

Kay & Bill Hodge are unable to attend the 6pm meeting Wednesday regarding the special event permit. They would like their opposition to the event in the public record. If you can please include it. Thank you.

Michelle Derusseau  
 Douglas County Commissioner, 3rd District  
 785-764-3619

---

**From:** Kay Hodge <kyblhodge@yahoo.com>  
**Sent:** Friday, May 4, 2018 8:53 AM  
**To:** County Commissioner - Derusseau, Michelle  
**Subject:** Re: Laura Lockton

Michelle:

I seriously doubt Bill and I will make the meeting. In any case we would like to voice our reaction to this ridiculous request. So here is my statement.

I am against allowing this group to have your o.k. since they have already lied to the Public Works regarding a "Family Reunion" that was anything but a family activity. We certainly do not want 4 or 5 of these Events held in our area. The letter stated they would be very far from property borders.

Also, the music was heard until after 2 a.m. with this event, I can only shudder to think what it will be after approval is given.

Please do not allow this to happen.

Kay and Bill Hodge  
 891 E. 300 Rd.  
 Overbrook, KS 66524

On Tuesday, May 1, 2018 05:11:12 PM CDT, <mderusseau@douglascountyks.org> wrote:

Hi Kay and Bill,

The hearing is Wednesday, May 9th at 6pm at the Courthouse. If you are unable to attend let me know if you want this email to be your comment for the record. Thank you. Hope you are well.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kay Hodge <[kyblhodge@yahoo.com](mailto:kyblhodge@yahoo.com)>

Date: 5/1/18 4:48 PM (GMT-06:00)

To: "County Commissioner - Derusseau, Michelle" <[mderusseau@douglascountyks.org](mailto:mderusseau@douglascountyks.org)>

Subject: Laura Lockton

Michelle:

This is Kay Hodge, Martha Parker's neighbor. My husband and I are against these events being held in our neighborhood and we are not the only ones against it. As far as I am concerned they blew their chances of being approved by lying to the Zoning Department about this last weekend being a Family Reunion. There were multiple tents and hundreds of cars there all weekend. The music could be heard until well after midnight.

We are requesting the County turn them down. They have shown their disregard by having an event that was not approved and I am sure they will continue to do so in the future.

Martha said when you were going to be hearing this, but I don't remember what date she said.

Thanks for taking time to read my complaint.

Kay & Bill Hodge  
891 E. 300 Rd.  
Overbrook, Ks. 66524

Event Permit Appendix  
ReKinection Celebration  
Sept 28-30, 2018

ReKinection Celebration is a workshop-based, family-friendly event focused on holistic wellness, organic food & agriculture, sustainability and arts.

Workshop areas & workshop examples:

- Big Top Yoga Tent: Yoga, Tai Chi, Breathwork, Martial Arts, Meditation
- Ubuntu Organic Agriculture & Sustainability Village: Organic Growing, Soil Health, Watershed Conservation, Local Food, Permaculture, Healthy Water, Wild Plant Walks, Ecology, Renewable Energy/Energy Efficiency, Upcycling
- Rainbow Lightning Kids Village: Art & Upcycled Crafts, Wildlife Education, Dance & Performing Arts Classes, Hula Hooping, Kids Yoga, Kids Music, Family Parade
- Breakthrough Speakers' Tent: Motivational Speakers, Life Coaches, Health/Nutrition Experts, Transformational Comedy
- Performing Arts Village: Dance Classes, Aerial Dance (this is circus arts i.e. trapeze, silks, lyra. We use a portable aerial rig to hang the equipment from. We have a certified rigger. We also have aerial teacher, riggers and equipment insurance. Nothing will be flying in the air.), Flow & Circus Props Workshops
- Arts Dome: Showcase local & regional art, including live painters and craft demos, music
- Stage: Music (mostly yoga & meditation music as well as a few bands), Performing Arts, possibly speakers

Additional Info:

- The County noise ordinance and all other applicable laws, permits, codes and requests by government agencies will be honored.
- The entrance will be widened to min. 24' width to allow 2 lanes of opposing traffic entering and exiting the event site. We will coordinate with Douglas County Public Works. Significant additional rock surfacing will be added for the anticipated trucks and emergency response vehicles, to be approved by Fire Dept and Zoning & Codes.

- Celebration will generate income for many Douglas County residents that will be employed, as well as taxes from ticket sales, vendor merchandise & food sales, and income taxes. All vendors will be required to submit proof of state & local sales tax registration. All contract laborers will receive 1099s, and employment taxes will be paid for employees.
- ReKinection also plans to donate 10% of proceeds to local charities.
- Fire extinguishers will be hung throughout the event area including in or next to all tents, temporary structures, stage, generators and community campfires. A firewatch will be staffed anytime there is an open fire. NO fires will be allowed if there is a burn ban.
- No smoking signs will be posted, and safe designated smoking areas with hard surface and disposal receptacles will be provided.
- A mowed perimeter of 30' around the camping areas will be established to separate the camper area from taller grasses or untrimmed trees. Nothing is allowed within the perimeter area including tents, vehicles, sleeping areas, etc. Any parking area or areas with heat generating equipment will also be mowed. Codes in conjunction with the Clinton Fire will inspect and approve all mowed areas prior to the event.
- A sign with the burn ban status stating "NO personal campfires" will be posted at the check-in gate. Upon entrance, attendees will be notified about the fire rules, as well as other important information such as location of First Aid stations, expected conduct and Family Camp rules.
- Security consisting of off-duty officers and hired security company personnel will be stationed at the check-in to prevent excessive amounts of alcohol, glass bottles, weapons and illegal substances. They will also roam the property, including camping areas and event areas, and the perimeter to monitor behavior, waste disposal and noise, to prevent personal campfires and to prevent attendees from leaving the property. NO campfires will be allowed in camping.
- A medical will be provided by Lawrence-Douglas County EMS consisting of 1 Medic Unit and 1 Gator staffing 4 employees from 12pm on Sept 28- 6pm on Sept 30. 3 additional First Aid/Info/Supply stations will also be staffed. 1 Command Vehicle provided by LDCFM or Douglas County Sheriff's Office
- All staff, security, medics and volunteers will be informed of the emergency notification and evacuation plan. Event coordinators will monitor weather before, during and after the event. Emergencies will

be announced from the stage and by staff on Gators with megaphones.

- 8-15 parking attendants will be staffed 24/7. Security at the main check-in point can assist in directing traffic. The final number of parking and traffic attendants be provided to the Zoning & Codes office a minimum of 48 hours prior to the event.
- Laura, Daniel and other coordinators will be available 24/7 by phone before, during & after the event. They will also have walkie-talkies with separate channels for staff and security/medics. Daniel & Laura will be available on both channels.
- All permits required by Chapter 13 (Construction Code of Douglas County) and inspections required for construction of temporary structures (temporary structures shall include any tent over 120 square feet in area, any stage or platform, or any building intended for human occupancy or use), erection of food and beverage tents, portable generators, and any other temporary electrical services shall be obtained, inspected, and approved in a timely manner prior to the event. It is our understanding that we will need to obtain 1 building permit that will include all structures and generators. We currently do not have plans to build off of the utility electricity. If we do, we understand we need a separate electrical permit.
- Electric cords and current conducting equipment will be protected from pedestrian and vehicular traffic in a manner consistent with NEC Article 590 Temporary Electric Installations and IBC Chapter 31 Temporary Structure regulations.
- All food vendors will be required to have proper fire suppression equipment, to be licensed by the State of Kansas, to be bonded, insured and in compliance with Health Dept and Dept of Agriculture & Food Safety codes.
- All other vendors will be required to have standard 10'x10' or 10'x20' tents.
- No alcohol will be sold. Attendees will not be allowed to bring excessive amounts of alcohol or glass bottles.
- ADA parking spaces shall be clearly delineated in the parking areas and signed in accordance with the ADA Guidelines and Zoning Regulations. They will be as close as possible to the main event area and camping nearby will be possible. The website will include contact info so attendees can make requests for special services such as electricity for medical equipment if needed.

- Water stations will be located throughout the event with 250 gallon food-grade tanks. Reusable water bottles and bottled water will be sold. Extra tanks will be located near food vendors so they can fill their tanks. We are trying to hire a water truck but have not found a company to provide it yet.
- A pre-event, health, fire/life safety, and ADA compliance site inspection, conducted by Zoning & Codes and Clinton Fire on the day prior to the event. The applicant will obtain health, fire/life safety, and ADA compliance inspection approval from Zoning & Codes and Clinton Fire prior to the event opening to the public. All structures, including vendors will need to be set up by Thursday evening. The applicant or his representative will be on-site for the inspection.
- No lighting shall project onto adjoining residential lots. Use of spot lighting or other glaring lighting should be prohibited.
- All temporary structures will be monitored throughout the event to ensure they are not compromised by weather.
- Port-a-potties and hand wash stations will be provided by A-1. More will be provided than recommended by the Health Dept., including extra ADA potties. Dumpster service will be provided by Hamm. Recycling dumpsters will also be provided. Contracts will be provided.
- Site restoration to be completed within 5 working days after the event. This shall include complete removal of the stage and other temporary structures constructed for the event, as well as cleanup of the grounds and removal of waste/port-a-potties/etc.
- 2 signs less than 30" will be located near the road, out of the right-of-way. One will be at the entrance to the event, and one will be located up the road with the permission of the property owner. The only information to be displayed on the signs are the event name, contact phone number, and directional arrow. Signs will be placed on Thursday morning and removed Monday.
- We will provide satisfactory evidence of General Liability insurance in the amount of not less than \$1,000,000. The policy shall provide defense and indemnity from any and all liability associated with the event to Douglas County, Clinton Township, the Clinton Township Fire Department, Lawrence-Douglas County Fire Medical, and each of these entities' officers, employees, and agents. The applicant must also provide evidence that Douglas County, Clinton Township, the Clinton Township Fire Department, and Lawrence-Douglas County

Fire Medical are named as additional insureds under that policy for purposes of this event

- Attendees will be required to sign a liability waiver indemnifying event producers, employees, contract labor and all the above listed agencies

#### Contacts:

- Tonya Voigt [tvoigt@douglascountyks.org](mailto:tvoigt@douglascountyks.org)
- Sean W. Reid, Director Zoning and Codes Department (785) 331-1343  
[sreid@douglascountyks.org](mailto:sreid@douglascountyks.org)
- Dennis Snodgrass - Clinton Township Fire Department  
[clintonfire404@gmail.com](mailto:clintonfire404@gmail.com)
- Captain Steve Buchholz – 785-841-0007 [sbuchholz@dgso.org](mailto:sbuchholz@dgso.org)
- Lawrence Douglas County Fire Medical 830-7000
  - o Pat Karlin - 785-865-8682 [pkarlin@lawrenceks.org](mailto:pkarlin@lawrenceks.org)
  - o Kevin Joles @ 830-7008
- Mickey Schwartzkopf – Public Works 785-832-5293  
[mschwartzkopf@douglascountyks.org](mailto:mschwartzkopf@douglascountyks.org)
- Doug Stephens - Public Works Operations Division 785-331-1322  
[dstephens@douglascountyks.org](mailto:dstephens@douglascountyks.org)
- Mary Beverly or Andrew – Health Dept [mbeverly@ldchealth.org](mailto:mbeverly@ldchealth.org)
- Food vendors contact KS Dept of Agriculture & Food Safety to ensure compliance with codes & licensing 785-564-6767
- Amber Hodges – Food Safety Inspector – 785-845-4145  
[amber.barham@ks.gov](mailto:amber.barham@ks.gov)
- Commissioner Michelle DeRusseau – 785-764-3619  
[mderusseau@douglascountyks.org](mailto:mderusseau@douglascountyks.org)
- Justine - A-1 Johnny on the Spot 785-230-4548
- Hamm Waste Service

**From:** [County Commissioner - Derusseau, Michelle](#)  
**To:** [AD - Crabtree, Robin](#)  
**Subject:** Fwd: objection  
**Date:** Wednesday, May 09, 2018 9:39:29 AM

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Here is another one. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "County Commissioner - Derusseau, Michelle" <mderusseau@douglascountyks.org>  
Date: 5/9/18 9:38 AM (GMT-06:00)  
To: Peggy Smith <Peggy.Smith@LMH.ORG>  
Subject: Re: objection

Ms. Smith,

Thank you for your email I appreciate you sharing your concerns. I will be sure your opposition is included in the process this evening. Thanks again.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Peggy Smith <Peggy.Smith@LMH.ORG>  
Date: 5/9/18 9:34 AM (GMT-06:00)  
To: "County Commissioner - Derusseau, Michelle" <mderusseau@douglascountyks.org>  
Subject: objection

Dear.Ms.Derusseau

I see on the agenda tonight , there is a request from Rekinecton for a September festival at 375 north 851 diagonal rd. Please do not allow this. 500 daily passes and 1000 camping spots. No way, there isn't enough room for all these people and their cars/ campers. Let alone porta potty's the trash and traffic on our little road. Not sure they have enough power for all of this and if the power goes out that creates a medical problem for me, as I need electricity for my equipment. I didn't know that they were having this till I read the newspaper today. These same people burned the pasture without a burn permit and on a non-burn day. It got out of control and darn near burned down the neighbors barn and did burn down the fence and grass for their horses. Several local volunteer fire dept.'s. had to respond. We may live in the country , but we are a neighborhood and they are not good neighbors. They bought this land and I guess thought they could do anything they want. Please don't let them get away with this.

Thank you

Peggy Smith  
852 E 300 RD  
Douglas County Kansas.  
785-218-3773 Cell

**From:** [County Commissioner - Derusseau, Michelle](#)  
**To:** [AD - Crabtree, Robin](#)  
**Subject:** Fwd: Event Held- Saturday April 28 on N 851st  
**Date:** Tuesday, May 08, 2018 8:36:46 PM

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Please add to back-up for 6pm agenda item. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** stephanie\_mcnish <stephanie\_mcnish@yahoo.com>  
**Date:** 5/8/18 4:45 PM (GMT-06:00)  
**To:** "County Commissioner - Derusseau, Michelle" <mderusseau@douglascountyks.org>  
**Subject:** Event Held- Saturday April 28 on N 851st

My name is Stephanie McNish and I am writing you concerning the event that was held on Saturday, April 28th along N 851st Diagonal road. My family has lived in the area where this event was held for over 60 years farming & raising cattle. On the night of the event we were celebrating my husband's birthday with friends in what we call the Gaines Walnut Grove (about 1/2 mile from the event) & camping out. The Walnut Grove is a secluded piece of property full of old trees & surrounded by nature. The atmosphere of the evening was greatly diminished by the loud music played by the event. I contacted the sheriff at 10:39 with a noise complaint. A deputy called me at 11:35 saying they had instructed those hosting the party to turn down the music. They did lower the volume but it was still quite loud. When we went to bed after midnight the music was still very audible. My feelings on this issue is that this is a rural/agricultural area not an area for loud concerts & extra traffic brought in by these events. I have heard that this issue will be discussed at the next commissioner meeting. It would be my request that future events at this location be disapproved or restricted noise/time in consideration to the longtime residents of the area who live away from the hustle and noise of city life for a reason.

Thank you for reading and considering my input.

Stephanie McNish

Sent from my Verizon, Samsung Galaxy smartphone