

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

\*Public comment will be received for each item as it is discussed.

**WEDNESDAY, JANUARY 16, 2019**

4:00 p.m.

-Election of Commission Officers

-Proclamation declaring January 2019 as "Human Trafficking Awareness Month" (Kristen Tebow)

### **CONSENT AGENDA**

- (1) (a) Consider approval of Commission Orders;
- (b) Authorize staff to use the current signature set until the new chair is elected and the new signature set is programmed. (Marni Penrod);
- (c) Consider approval of Avaya Phone System Maintenance Contract at an annual cost of \$24,172.56 (Jim Lawson); and
- (d) Consider approval of an agreement to treat noxious weeds for KDOT (Keith Browning).

### **REGULAR AGENDA**

- (2) Consider a request for variance from the Access Management regulations to allow an entrance for the Veritas Christian School Society property on E 1296 Road approximately 0.4 miles south of N 1000 Road. (Keith Browning)
- (3) Consider authorization to broker 2019 user-fee dust palliative program. (Keith Browning)
- (4) Authorize the County Administrator to sign the updated funding contract for the cost sharing of Fire Station No.1 and Senior Resource Center remodel project with the City of Lawrence with a county cost not to exceed \$2,014,743.00. (Sarah Plinsky)
- (5) Presentation on Douglas County Correctional Facility capital needs, follow up to December 12, 2018 –work session only; no action items (Sarah Plinsky/Undersheriff Bunting)
- (6) Accounts Payable
- (7) Appointments:
  - Board of Zoning Appeals (1) position open 10/17
  - Building Code of Appeals Board (2) positions open 12/16
  - Community Corrections Advisory Board (1) position open 08/31/18 (educator)
  - Criminal Justice Coordinating Council (1) position (District 1 Commissioner Appointee)
  - Douglas County Fair Board (2) positions: Willow Springs and Kanwaka
  - Fire District No. 1 (2) positions open 12/31/18
  - JAAA Advisory Council (2) position
  - JAAA Board of Directors (1) position
  - Joint Economic Development Council (2) positions
  - Lawrence-Douglas County Advocacy Council on Aging (2) open positions
  - Mental Health Board (1) position open 04/18
  - Senior Resource Center (1) position open 12/31/18
- (8) General Public Comment
- (9) Commissioner and/or Administrator Miscellaneous

### **RECESS**

### **RECONVENE**

6:00 p.m.

- (10) CUP-18-00501: Consider a Conditional Use Permit for a rugby/soccer complex, located northwest of the intersection of N 1200 Rd & E 1150 Rd. Submitted by Paul Werner Architects, for Westwick LC, property owner of record. (Katherine Weik is the Planner)
- (11) Adjourn

**WEDNESDAY, JANUARY 23, 2019**

-Consider approval of an application for an Agritourism Tier II event center at 1173 N 150 Road (Tonya Voigt)

**WEDNESDAY, JANUARY 30, 2019**

-Sustainability Annual Report/Food Policy Council Bylaws (Jasmin Moore)

**WEDNESDAY, FEBRUARY 6, 2019**

-Joint Ordinance No. 9613/County Resolution for a Comprehensive Plan Amendment (CPA-18-00365) to Horizon 2020, Chapter 14 Specific Plans, to amend the Southeast Area Plan to include the southeast corner of the intersection of E. 23<sup>rd</sup> Street and O'Connell Road related to development located at 2110, 2120 & 2130 Exchange Ct. (Sandra Day is the Planner)

**WEDNESDAY, FEBRUARY 13, 2019**

-Consider approval of Emergency Vehicle Permit for Sheriff's Office (Ken McGovern)

**WEDNESDAY, FEBRUARY 20, 2019**

**WEDNESDAY, FEBRUARY 27, 2019**

**WEDNESDAY, APRIL 3, 2019**

-Proclamation for "National Service Recognition Day" (Linda Brandenburger)

**WEDNESDAY, OCTOBER 2, 2019- cancelled**

***Note:** The Douglas County Commission meets regularly on Wednesdays at 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

## HUMAN TRAFFICKING AWARENESS MONTH JANUARY 2019

In Douglas County, KS and the surrounding areas in FY 2018, there were 84 identified survivors of human trafficking and that number continues to grow as identification efforts improve. Survivors of trafficking are among the most vulnerable of individuals and we must work together to address the root causes, as well as create sustainable recovery options for those who have survived these atrocities. Survivor perspectives are important to solving the root causes and it is important to include survivors and to keep those survivor-informed perspectives in the forefront of initiatives.

Organizations who are taking the lead on human trafficking initiatives in Douglas County, KS include but are not limited to the following: **Youth Trust Project** (survivor-led), **Lawrence Police Department**, **Lawrence Anti-Trafficking and Education Task Force (LATTE)**, **The Sexual Trauma & Abuse Care Center**, and the **Willow Domestic Violence Center**.

**WHEREAS**, human trafficking, a modern form of slavery, is one of the largest and fastest-growing criminal industries in the world, and is based on recruiting, harboring, and transporting people for the purpose of exploitation; and

**WHEREAS**, sex trafficking and labor trafficking occur in Kansas, and both adults and children of any gender, socio-economic status, age, race, sexual orientation, or geographic location can become victimized; and

**WHEREAS**, human trafficking includes sexual, verbal, emotional, economic, and physical abuse and exploitation, and all forms of abuse carry long-term complex trauma implications; and

**WHEREAS**, Kansas human trafficking laws define commercial exploitation of children, which does not require a showing of force, fraud, threat or coercion and references the existing statutory definition of human trafficking and aggravated human trafficking; and

**WHEREAS**, the effects of human trafficking reach for beyond its victims and perpetrators, causing disruption in our schools, places of work, and neighborhoods; and

**NOW, THEREFORE**, the Board of County Commissioners of Douglas County, Kansas, proclaims the month of January 2019, as **Human Trafficking Awareness Month** and urges the citizens of Douglas County to speak out against sex and labor trafficking and exploitation, to support survivors of these heinous crimes, to encourage community leaders to hold offenders accountable, and to make preventable efforts a priority by hosting events, by creating policies at work, school, and home, and by supporting and participating in programs designed to reduce and eventually eliminate human trafficking as a societal problem. As a community, we will support creating and executing a comprehensive, collaborative and trauma-informed response for the safety and security of human trafficking survivors.

**ADOPTED** this 16th day of January, 2019.

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

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Michelle Derousseau

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Nancy Thellman

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Patrick Kelly



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

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

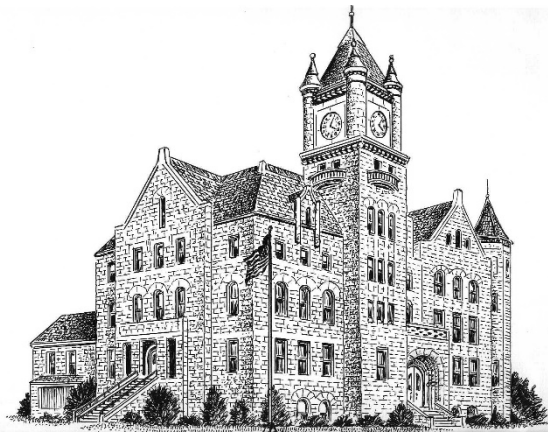
MEMORANDUM

TO: Board of County Commissioners  
FROM: Marni Penrod  
DATE: January 8, 2019  
  
RE: Signatures printed on Douglas County checks

**ACTION REQUIRED: Please authorize staff to use the current signature set until the new chair is elected and the new signature set is programmed.**

County Checks are “signed” as they are printed with an image of three signatures together: Commission Chair, County Clerk and County Treasurer.

After the new Chair is selected, our vendor will format the new signature into our ONESolution software. We are asking the Board of County Commissioners to authorize the continued use of the existing signature set that has Nancy Thellman, Chair; Jamie Shew, Clerk and Paula Gilchrist, Treasurer until the new formatting is ready.



# MEMORANDUM

**To:** Board of County Commissioners  
**From:** Jim Lawson, I.T. Director  
**CC:** Sarah Plinsky  
**Date:** 1/11/2019  
**Subject:** Avaya Phone System Maintenance Contract

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## Background:

It is time to renew our Avaya phone system maintenance and support contract. In 2015 we negotiated a 36-month hardware and software agreement for \$27,168 per year from SKC Communication products through an existing State of Kansas cooperative contract. This agreement expired on 12/31/2018 and has a 30 day renewal window to continue to maintain coverage.

It is important for Douglas County to maintain a support contract for our phone system. This contract covers onsite repair of phone system hardware if it fails, hardware and software troubleshooting and allows us to keep the phone system software current. We have received a new quote from SKC for a 36-month contract to continue our phone system support. The pricing for this contract comes from an existing State of Kansas cooperative contract '05771' which we have access to purchase from. The annual price for this support will be \$24,172.56 a year for a period of 3 years. The renewal quote is attached.

I am asking the Commission for approval to accept the quote and enter into a 36-month agreement with SKC that provides both hardware and software support for our Avaya phone system at a cost of \$24,172.56 a year. There are funds allocated in the 2019 budget to pay for this maintenance. I will be at the meeting to answer any questions that you might have. Thanks for your consideration.

## Recommendation:

The Board of County Commissioners approves accepting the quote from SKC and enters into a 36-month agreement for hardware and software maintenance for Douglas County's Avaya phone system at an annual cost of \$24,172.56.

Jim Lawson

A handwritten signature in black ink that reads "Jim Lawson".

I.T Director  
Douglas County, KS

**Support Agreement**

SUS1673621

Customer Company Name: DOUGLAS COUNTY PURCHASING

Sold To Number: multiple

Street Address: 3601 E 25th St

City: Lawrence

State: KS

Zip: 66046

## Customer Contact

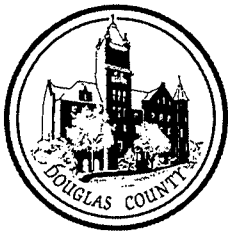
Name: Jim Lawson

Telephone #: (785) 832-5183

Email Address: [jlawson@douglas-county.com](mailto:jlawson@douglas-county.com)

| Material Code                                                                                                   | Qty | Description                                                | Term in months | Coverage Dates                                   | Term                  | Annual Rate                | Total Price        |
|-----------------------------------------------------------------------------------------------------------------|-----|------------------------------------------------------------|----------------|--------------------------------------------------|-----------------------|----------------------------|--------------------|
| <b>Functional Location : 2702011 DOUGLAS COUNTY BD OF COMM, 111 E 11TH STREET, LAWRENCE, KS, US, 66044-2913</b> |     |                                                            |                |                                                  |                       |                            |                    |
| 230188                                                                                                          | 4   | SA ON-SITE 8X5 CM MED GTWY 3YAN - G450 MP80 W/POWER SUPPLY | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$2,965.44                 | \$8,896.32         |
| 344265                                                                                                          | 727 | SA PREF/JA AURA R8 FOUNDATION 3YAN                         | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$17,448.00                | \$52,344.00        |
| 343335                                                                                                          | 1   | SA PREF MSG R7 VAPP SYS 3YAN                               | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$0.00                     | \$0.00             |
| 340527                                                                                                          | 1   | SA PREF SM R7 VE VAPP LIC 3YAN                             | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$0.00                     | \$0.00             |
| 344589                                                                                                          | 2   | SA PREF SM R8 SYSTEM 3YAN                                  | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$0.00                     | \$0.00             |
| 344627                                                                                                          | 1   | SA PREF SYS MGR R8 LIC 3YAN                                | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$0.00                     | \$0.00             |
| <b>Functional Location : 5396425 DOUGLAS COUNTY PURCHASING, 3601 E 25TH ST, LAWRENCE, KS, US, 66046</b>         |     |                                                            |                |                                                  |                       |                            |                    |
| 230188                                                                                                          | 1   | SA ON-SITE 8X5 CM MED GTWY 3YAN - G450 MP80 W/POWER SUPPLY | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$741.36                   | \$2,224.08         |
| 230038                                                                                                          | 1   | SA ON-SITE 8X5 CM SM SRV 3YAN - S8300D SERVER              | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$489.24                   | \$1,467.72         |
| 293650                                                                                                          | 1   | SA PREF AAVP R7 SNGL CPU EMBD 3YAN                         | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$37.32                    | \$111.96           |
| 293656                                                                                                          | 1   | UPG ADV AAVP R7 SNGL CPU EMBD 3YAN                         | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$0.00                     | \$0.00             |
| <b>Functional Location : 5396429 DOUGLAS COUNTY PURCHASING, 2120 HARPER ST, LAWRENCE, KS, US, 66046-3242</b>    |     |                                                            |                |                                                  |                       |                            |                    |
| 230158                                                                                                          | 1   | SA ON-SITE 8X5 CM SM GTWY 3YAN - G430 MEDIA GATEWAY        | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$622.80                   | \$1,868.40         |
| <b>Functional Location : 5396433 DOUGLAS COUNTY PURCHASING, 3755 E 25TH ST, LAWRENCE, KS, US, 66046</b>         |     |                                                            |                |                                                  |                       |                            |                    |
| 230158                                                                                                          | 1   | SA ON-SITE 8X5 CM SM GTWY 3YAN - G430 MEDIA GATEWAY        | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$622.80                   | \$1,868.40         |
| <b>Functional Location : 5396427 DOUGLAS COUNTY PURCHASING, 330 INDUSTRIAL LN, LAWRENCE, KS, US, 66044-1471</b> |     |                                                            |                |                                                  |                       |                            |                    |
| 230158                                                                                                          | 1   | SA ON-SITE 8X5 CM SM GTWY 3YAN - G430 MEDIA GATEWAY        | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$622.80                   | \$1,868.40         |
| <b>Functional Location : 5396431 DOUGLAS COUNTY PURCHASING, 2000 W 31ST ST STE B, LAWRENCE, KS, US, 66046</b>   |     |                                                            |                |                                                  |                       |                            |                    |
| 230158                                                                                                          | 1   | SA ON-SITE 8X5 CM SM GTWY 3YAN - G430 MEDIA GATEWAY        | 36             | 1/1/2019 to 12/31/2021                           | Annual                | \$622.80                   | \$1,868.40         |
|                                                                                                                 |     |                                                            |                |                                                  |                       | <b>TOTAL VALUE</b>         | <b>\$72,517.68</b> |
|                                                                                                                 |     |                                                            |                | 1/1/2019 to 12/31/2019                           | Year 1 term pymt      |                            | \$24,172.56        |
|                                                                                                                 |     |                                                            |                | 1/1/2020 to 12/31/2020<br>1/1/2021 to 12/31/2021 | Year 2 & 3 term pymts |                            | \$24,172.56        |
|                                                                                                                 |     |                                                            |                |                                                  |                       | <b>Total Contract Cost</b> | <b>\$72,517.68</b> |

|                                                                                                                                                                                                                                                                                                                                                  |  |                                |                                  |                |                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------|----------------------------------|----------------|----------------------------------------------------------------------|
| <b>Customer Signature</b>                                                                                                                                                                                                                                                                                                                        |  |                                |                                  |                |                                                                      |
| Customer signature below indicates customer has read and agrees to the terms and conditions of the applicable agreement.                                                                                                                                                                                                                         |  |                                |                                  |                |                                                                      |
| <a href="http://www.skccom.com/about-us/disclosureslegal/">SKC Support Terms and Conditions Avaya - http://www.skccom.com/about-us/disclosureslegal/</a><br><a href="http://www.skccom.com/about-us/disclosureslegal/">Avaya End User License Agreement - http://www.skccom.com/about-us/disclosureslegal/</a>                                   |  |                                |                                  |                |                                                                      |
| Customer Company Name: DOUGLAS COUNTY PURCHASING                                                                                                                                                                                                                                                                                                 |  |                                |                                  |                |                                                                      |
| Customer Authorized Signature:                                                                                                                                                                                                                                                                                                                   |  |                                |                                  |                |                                                                      |
| Typed Name:                                                                                                                                                                                                                                                                                                                                      |  |                                |                                  | Date:          |                                                                      |
| Street Address:                                                                                                                                                                                                                                                                                                                                  |  | 3601 E 25th St                 |                                  |                |                                                                      |
| City:                                                                                                                                                                                                                                                                                                                                            |  | Lawrence                       | State:                           | KS             | Zip: 66046                                                           |
| <b>SKC Communicaton Signature</b>                                                                                                                                                                                                                                                                                                                |  |                                |                                  |                |                                                                      |
| Accepted By:                                                                                                                                                                                                                                                                                                                                     |  |                                |                                  |                |                                                                      |
| Typed Name:                                                                                                                                                                                                                                                                                                                                      |  |                                |                                  | Date:          |                                                                      |
| <b>Business Partner Company</b>                                                                                                                                                                                                                                                                                                                  |  |                                | <b>Business Partner Preparer</b> |                |                                                                      |
| Company Name:                                                                                                                                                                                                                                                                                                                                    |  | SKC Communication Product, Llc |                                  | Name:          | Nancy Zavala                                                         |
| Street Address:                                                                                                                                                                                                                                                                                                                                  |  | 8320 Hedge Lane Terrace        |                                  | Telephone #:   | 913-543-7270                                                         |
| City:                                                                                                                                                                                                                                                                                                                                            |  | Shawnee Mission                |                                  | Email Address: | <a href="mailto:nancy.zavala@skccom.com">nancy.zavala@skccom.com</a> |
| State:                                                                                                                                                                                                                                                                                                                                           |  | KS                             |                                  | 66227          |                                                                      |
| Main Telephone #:                                                                                                                                                                                                                                                                                                                                |  | 800-882-7779                   |                                  |                |                                                                      |
|  <div style="text-align: center;"> <p><b>WE DESIGN, BUILD &amp; MANAGE TECHNOLOGY FOR<br/>BUSINESS COLLABORATION.</b></p> <p>Contact the SKC Communication Experts: (800) 882-7779, <a href="mailto:contact.us@skccom.com">contact.us@skccom.com</a></p> </div> |  |                                |                                  |                |                                                                      |



## 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 *KAB*

Date : January 9, 2019

Re : Consent Agenda Approval of Agreement to Treat Noxious Weeds for KDOT

Attached is a proposed agreement between Douglas County and KDOT for the treatment of noxious weeds on state highway rights-of-way in 2019. Under terms of the agreement, Douglas County treats noxious weeds and invoices KDOT for the wholesale cost of chemicals, plus labor (including fringe benefits) and equipment hourly costs as shown in the agreement.

This department has treated noxious weeds on state rights-of-way for the past several years under a similar agreement. We feel this ensures proper treatment of noxious weeds and aids the overall effort to control noxious weeds throughout the county. We took into account this treatment of noxious weeds on state rights-of-way during preparation of the 2019 Parks and Vegetation budget within the General Fund.

Action Required: Consent Agenda approval of agreement with KDOT for the treatment of noxious weeds on state highway rights-of-way in 2019. The BOCC Chairman should sign the agreement.

Department of Transportation  
District 1  
121 S.W. 21<sup>st</sup> Street  
Topeka, KS 66612  
Leroy J. Koehn, P.E., District Engineer

STATE OF KANSAS



GOVERNOR JEFF COLYER, M.D.  
RICHARD CARLSON, SECRETARY

Phone: 785-296-3881  
Fax: 785-296-1162  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>

December 13, 2018

Douglas County Noxious Weed Dept.  
3755 E. 25<sup>th</sup> Street  
Lawrence, KS 66044

RE: Noxious Weed Spraying Contract

Dear, Douglas County Noxious Weed Dept.

This is a request to renew the Noxious Weed Contract and rates for the upcoming calendar year of 2019. We appreciate the good working relationship with Douglas County Noxious Weed Dept. in the past years and look forward to continuing good working relations. Please respond by January 15, 2019.

You can use the Forms that the State Board of Agriculture has designed or ones that you normally use. If you would like to use our KDOT Form DOT 0322 in the upcoming calendar year of 2019, I have enclosed that in this mailing as well.

We would appreciate if the Area Office could receive the billings as least once per month and the daily logs for the application area signed once per week and turned into the KDOT Sub-Area Supervisor.

If you have any questions, please call me at (785) 296-7172 or email at [dominic.harrington@ks.gov](mailto:dominic.harrington@ks.gov)

Thank you,

Dominic Harrington  
District One Maintenance Superintendent

CC: Mark Karolevitz, P.E., District One Maintenance Engineer  
Julie Torkelson, District One Accountant  
Dale Kirmer, Bureau of Maintenance

**KANSAS DEPARTMENT OF TRANSPORTATION  
BUREAU OF MAINTENANCE**

**COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS**

This agreement made and entered into this 2<sup>nd</sup> day of January, 20 19, by and between the Board of County Commissioners of Douglas County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

**WHEREAS**, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

**WHEREAS**, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

**WHEREAS**, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

**NOW, THEREFORE**, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

| LABOR<br>COST                | COST                | *EQUIPMENT RENTAL<br>TYPE AND SIZE |
|------------------------------|---------------------|------------------------------------|
| <u>\$33.73</u> /hr. operator | <u>\$26.00</u> /hr. | <u>1 1/2 Ton Pickup</u>            |
| <u>\$25.70</u> /hr. operator | <u>\$26.00</u> /hr. | <u>w/spray rig (300 gallon)</u>    |
|                              |                     | <u>1 1/2 Ton Pickup</u>            |
|                              |                     | <u>w/spray rig (300gallon)</u>     |

\*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. Record of Work: The County representative doing the work shall:
  - Record size, location and type of noxious weed areas treated.
  - Record amount and kind of chemicals applied on each area.
  - Record dates chemicals were applied.
  - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
  - Maintain records until all claims are paid, but in no case less than the three year statutory time.
  - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

| <u>CHEMICAL</u>                | <u>TRADE NAME</u> | <u>RATE OF APPLICATION (metric)</u>                        |
|--------------------------------|-------------------|------------------------------------------------------------|
| 2, 4-D (amine or ester) (a)    | numerous          | 1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)                  |
| Glyphosate (b)                 | numerous          | 1 1/2 lb. Equiv./acre (1.7 kg/ha)                          |
| MSMA                           | numerous          | 3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)                  |
| Sulfometuron (c)               | Oust              | 3 to 6 ounces/acre (.21 to .42 kg/ha)                      |
| Picloram                       | Tordon            | rate depends upon weed species                             |
| Chlorsulfuron                  | Telar             | 1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)                   |
| Imazapyr                       | Arsenal/Habitat   | 1/4 lb. Active/acre (0.28 kg/ha)                           |
| Metsulfuron Methyl             | Escort            | rate depends upon weed species                             |
| Triclopyr (d)                  | Garlon            | 1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)                   |
| Fluizafop P butyl + Fenoxiprop | Fusion            | 7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)             |
| Imazapic (e)                   | Plateau           | rate depends upon weed species                             |
| Quinclorac (f)                 | Paramount/Drive   | rate depends upon weed species and desirable grass species |
| Sulfosulfuron (g)              | Outrider          | rate depends upon desirable grass species                  |
| Aminopyralid (h)               | Milestone         | rate depends upon weed species                             |

- (a) May be used alone or in combination with other herbicides  
(b) (Round-up)  
(c) Spot treatment only  
(d) Sericea lespedeza  
(e) Do not use where cool season grasses are the desired species  
(f) Fall bindweed control  
(g) Do not use for more than 3 consecutive seasons  
(h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

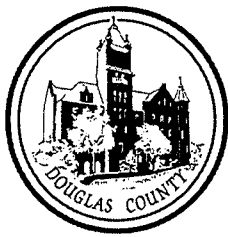
THE BOARD OF COUNTY COMMISSIONERS

BY

District Engineer

BY

Title:



## 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 *KAB*

Date : January 9, 2019

Re : Request for variance from Access Management regulations  
Veritas Christian School Society property  
E 1296 Road (old US-59) approximately 0.4 miles south of N 1000 Rd

Veritas Christian School is planning to build a facility on an approximately 8.5 acre site on the east side of E 1296 Rd (Route 1045; old US-59 highway) at the approximate address of 960 E 1296 Road. The property has approximately 500 feet of frontage on this 55-mph road that is classified as a Major Collector. The Access Management regulations require at least 660' of frontage on such a road for one residential access.

The property owner has filed a variance request (attached) pursuant to Section 9-512 of the County Code, which provides for a variance process for properties that otherwise meet the requirements of Section 9-502 of the Code, but are situated on a higher classified road than a Local or Minor Collector. Section 9-502 provides that access will not be denied for properties that existed prior to the 2006 implementation of the Access Management regulations if those properties met the requirements in place prior to the implementation of the current regulations. The regulations were changed in 2010 so that Section 9-502 applies only to properties situated on Local or Minor Collector roads. Prior to that, Section 9-502 applied to all roads. The subject property meets the requirements of Section 9-502, but is situated on a Major Collector.

The variance process in Section 9-512 calls for the BOCC to name a designee to hear and determine the variance request. While not expressly stated in Section 9-512, the BOCC has in the past simply made a determination on a variance request without naming a designee.

I support this variance request for the following reasons:

- Although the property has approximately 500' of frontage, the current configuration of properties and available access points mean the proposed entrance would be the sole entrance on the east side of E 1296 Road within an approximate 2300 foot section of the road.
- The property owner has agreed to situate the entrance directly opposite of the entrance to 959 E 1296 Road, which is desirable for road safety.

Action Required: Name a designee to hear and determine a variance request to allow an access for the proposed Veritas Christian School at the approximate address of 960 E 1296 Road, or make a determination on the variance request without naming a designee.

1/9/19

*Keith A. Browning, P.E.*  
*Public Works Director/County Engineer*  
*Douglas County Public Works*  
*3755 E. 25th Street*  
*Lawrence, Kansas 66046*  
*785-832-5293*  
[kbrowning@douglascountyks.org](mailto:kbrowning@douglascountyks.org)

RE: Site Plan submittal for property located approximately 0.4 miles south of Route 458 on the east side of E 1296 Road

Dear Mr. Browning:

Veritas Christian School Society would like to apply to allow a variance to the Access Management Regulations to allow access to this property with less than the required 660' of frontage. Our desire is to construct a gymnasium with additional classroom space as a satellite facility to our existing school located in the City of Lawrence.

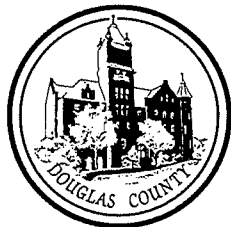
The property meets the requirements of Section 9-502 of the Access Management regulations, and the proposed entrance will be the only entrance on the east side of the road within a 2300' section of the road. In addition, this property has no other access options, being bordered on the north and south by other parcels and on the east by Hwy 59.

Please let me know what else you might need from us to move forward with this request.

Thank you,

Andy Suber  
Veritas Christian School Society  
CFO

816-564-9154 mobile  
[asuber@bluemountaininc.com](mailto:asuber@bluemountaininc.com)



## 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 *KAB*

Date : January 10, 2019

Re : Consideration of Dust Palliative Program for 2019

It is desired to again make available a user-fee dust palliative program for county residents living adjacent to rock surfaced roads. In past years Douglas County has brokered this program with residents paying for the actual cost of material used plus an administrative fee to help absorb our inspection and administrative costs. Participants in the program are also charged a fee to help cover the cost of preparing the road for the dust palliative application.

For the last two years, the material fee charged applicants was \$1.05 per linear foot. Last year's fee allowed for a total application rate of 0.45 gal/square yard (initial application of 0.30 gal/square yard followed by a second application of 0.15 gal/S.Y.), which matched our target application rate. The material fee also needs to cover the cost of applying water to the road in preparation for dust palliative treatment, which varies depending on moisture conditions and the availability of county equipment and personnel. It is anticipated the 2019 material cost for magnesium chloride will increase approximately 3% to \$0.99/gallon from the 2018 cost of \$0.961/gallon. It is recommended to continue charging a material fee of \$1.05 per linear foot in 2019. We estimate this fee will come very close to covering material and application costs.

Road preparation fees collected from properties on township-maintained roads are distributed to the appropriate township to help defer costs to prepare the road for dust palliative treatment. In 2012, we lowered the road preparation fee from \$0.60 per linear foot to \$0.40 per linear foot, and have maintained that fee each year since. We recommend keeping the road preparation fee at \$0.40 per linear foot for 2019. We feel this fee amount fairly covers road preparation costs for this user-fee program.

Administrative costs tracked in 2018 were significantly higher than the \$60 per site charged each applicant, but much of the increase can be attributed to an inexperienced inspector assigned to the project. We recommend keeping the administrative fee for the 2019 program at \$60.00 per applicant. We will continue to monitor administrative costs to determine if future cost adjustments are warranted.

As in the past, we again propose requiring an additional fee for late applications. We typically have people submit applications following the application deadline, and we can usually accommodate them. However, there are additional county costs to accommodate late applications. We propose continuing a \$15.00 late fee for applications submitted between the submittal deadline and four business days prior to the bid opening date. Beginning four business days prior to the bid opening date, we will accept no additional applications.

As we did in 2018, we plan to only solicit bids for magnesium chloride. In previous years we solicited alternate bids for both magnesium chloride and calcium chloride. For at least the past fifteen years, the calcium chloride bid has been much higher than the magnesium chloride bid. Our supplier indicates this will not change for the foreseeable future. All the evidence indicates that, given identical conditions, magnesium chloride is just as effective as calcium chloride.

Assuming approval of this year's program by the BOCC, we intend to set an early-March deadline for residents to turn in applications to be included in this year's dust palliative program. Bid documents would then be prepared and distributed with a tentative late-March or early-April bid opening date. A bid recommendation would then be made to the BOCC, and the first application of the dust palliative would tentatively occur in early- to mid-May. The second application of palliative will closely follow the first application.

The 2019 Road & Bridge Fund 201 includes \$156,000 for dust palliative. In addition to funding dust palliative for the user-fee sites, these funds are used to treat rock road sections which have been previously stabilized and require annual palliative treatment to minimize dust. The funds are also used for road sections requiring dust palliative due to safety concerns of limited visibility.

Action Required: Permission to continue brokerage of a user-fee dust palliative program with 2019 user fees set at \$1.45/linear foot (\$1.05/l.f. for dust palliative material and water, and an additional \$0.40/l.f. user fee to cover road preparation costs), plus an administrative fee of \$60.00 per applicant, plus a late fee of \$15.00 per application submitted after the deadline. Also, permission to advertise for bidders once the application process has been completed.



## DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5328 Fax (785) 832-5148  
splinsky@douglscountyks.org

**Sarah Plinsky**  
Interim County Administrator

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MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Interim County Administrator

SUBJECT: Fire Station No.1 Agreement with the City of Lawrence

DATE: January 16, 2019

In late 2017, Douglas County entered into an agreement to remodel Fire Station No. 1, which also houses the Senior Resource Center for Douglas County (SRC) in partnership with the City of Lawrence. The agreement specified that that changes to the project that increased funding would be brought back to both bodies for approval.

Several modifications to the original design of the remodel project were required at the direction of the State Historical Preservation Office (SHPO). The lawsuit filed by one of the bidders that was resolved in the City's favor and design changes have caused delays in the project since the project bid was awarded in December 12, 2017. City staff has received information from contractor indicating several change orders necessary for the project as a result of the delays and redesign. The delay and funding increase required the funding contract to be updated to reflect those changes.

- Section 1 – Total estimated cost of reconstruction project changed to \$7,142,414 from \$6,625,246
- Section 1a – Fire Station improvements changed to \$4,258,316 from \$3,949,980
- Section 1a – County's share changed to \$1,091,832 from \$1,012,775 for fire station improvements
- Section 1a – City's share changed to \$3,166,484 from \$2,937,205 for fire station improvements
- Section 1b – Senior Resource Center (SRC) improvements changed to \$2,884,098 from \$2,675,266
- Section 1b – County's share changed to \$922,911 from \$856,085 for SRC improvements
- Section 1b – City's share changed to \$1,961,186 from \$1,819,181 for SRC improvements
- Section 2 – County has paid \$620,000 towards actual cost
- Section 5a – changed to \$76,192 from \$47,620 due to extension of lease payments for relocation of SRC to Peaslee Tech during remodel until August of 2019.
- Section 5b – changed to \$76,192 from \$47,620 due to extension of lease payments for relocation of SRC to Peaslee Tech during remodel until August of 2019.

The increased cost to the County between the Fire Station Improvements and the Senior Resource Center improvements is \$145,883. All costs for the SRC lease and relocation are included in the estimates for SRC. Douglas County has already paid \$620,000 towards the cost of the project, leaving a balance of \$1,394,743. The 2019 Capital Improvement Plan (CIP) indicates that this balance will be paid annually in \$100,000 installments. It is anticipated that the payments will continue for fourteen more years, until 2032, unless the balance is paid early.

Suggested Motion: Authorize the County Administrator to sign the updated funding contract for the cost sharing of Fire Station No.1 and Senior Resource Center remodel project with the City of Lawrence with a county cost not to exceed \$2,014,743.00

## CONTRACT

THIS CONTRACT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lawrence, Kansas, a municipal corporation (the "City"), and the County of Douglas, State of Kansas, a municipality (the "County").

## RECITALS

WHEREAS, this contract is made and entered into pursuant to the authority of K.S.A. 12-2908, and is not to be regarded as an interlocal agreement;

WHEREAS, the City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, commonly known and referred to as Fire Station No. 1 located at 746 Kentucky Street, Lawrence, Kansas (the "Station");

WHEREAS, the Station will, upon completion of its renovations, house City Fire Station No. 1 and its vehicles, firefighting equipment, personnel, offices, quarters and facilities for the use by and benefit of the Station personnel while on duty and administrative offices;

WHEREAS, under date of November 7, 2012, City entered into a written facility agreement with Douglas County Senior Services, Inc., a Kansas not-for-profit corporation ("DCSS") granting DCSS the use and occupancy of 7,106 Square feet of the 25,196 square feet of the Station space not occupied by City of Lawrence Douglas County Fire Medical units, a copy of which is attached hereto as Attachment "A";

WHEREAS, effective October 1, 2016, the name of Douglas County Senior Services, Inc., a Kansas not-for-profit corporation, was changed to Senior Resource Center for Douglas County, Inc., a Kansas not-for-profit corporation, as evidenced by the not-for-profit corporation certificate of amendment, a copy of which is attached hereto as Attachment "C", (the "SRC");

WHEREAS, under date of November 7, 2017, the City, the County, and SRC entered into a written cooperation agreement, a copy of which is attached hereto as Attachment "B", which outlines the purpose(s) for which SRC was organized, its organizational chart and the contributions and support SRC is to be provided and given by the City and the County, including use of that part of the Station set forth and described in Attachment "A" hereto;

WHEREAS, it has been determined and agreed to by the City and the County, that the Station requires significant reconstruction and modernization (the "Reconstruction Project"), as set forth in the October 4, 2016 letter by Tom Markus, City Manager for the City, addressed to Craig Weinaug, County Administrator for the County, a copy of which is attached hereto as Attachment "D";

WHEREAS, on November 10, 2017, the City and Douglas County entered into a funding agreement regarding the Reconstruction Project and that agreement will now be replaced with this agreement;

WHEREAS, in keeping with the proposed cost sharing between the City and the County the costs for the reconstruction of the Station, as set forth in Attachment "D" the City and the County do hereby agree to be bound by the terms, conditions and requirements of this Contract; and

WHEREAS, the Recitals are adopted and made a part of this contract.

NOW THEREFORE, the City and the County, in and for the consideration(s) and benefits set forth herein, the nature and extent of which are agreed to by them, do agree as follows;

1. The total estimated cost of the Reconstruction Project is \$7,142,414. The City presently intends to issue general obligation bonds to fund a portion of the costs of the Reconstruction Project. Douglas County agrees to reimburse the City a portion of the actual cost of the Reconstruction Project, plus the interest and costs of the issuance related to the general obligation bonds issued by the City to finance the project as set forth herein.
  - a. Lawrence-Douglas County Fire Medical Department Improvements. The County will pay 25.64% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Lawrence-Douglas County Fire Medical Department ("LDCFM Portion"). Current estimates show that the total cost of the LDCFM Portion is anticipated to be approximately \$4,258,316.00. Accordingly, the County's share of the total cost of the LDCFM Portion is estimated to be \$1,091,832.00, plus interest and costs of issuance. The City's share of the total cost for the LDCFM Portion is estimated to be \$3,166,484.00, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.
  - b. Senior Resource Center for Douglas County, Inc. The County will pay 32% of the actual cost for that part of the Reconstruction Project that will be occupied and used by the Senior Resource Center for Douglas County, Inc. ("SRC Portion") pursuant to an agreement between the City and SRC dated November 10, 2017. Current estimates show that the total cost of the SRC Portion is \$2,884,098. Accordingly, the County's share of the total cost for the SRC Portion is estimated to be \$922,911, plus interest and the costs of issuance. The City's share of the cost for the SRC Portion is estimated to be \$1,961,186, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project. The City and County also agree to split the actual costs of the temporary lease space and incidental moving expenses for SRC as outlined in Section 5 in accordance with the same County portion at 32% and the City portion at 68%. These costs will be included with the actual cost calculation after completion and acceptance of the Reconstruction Project and are included in the cost estimates provided in this paragraph.
  - c. Actual Costs and Interest Calculation. Once the City has completed the Reconstruction Project and received and verified all invoices for the same, the City shall provide a written summary of the actual costs of the Reconstruction Project to the County Administrator. The County shall be responsible for payment of its share of the actual

costs of the Reconstruction Project as agreed upon by the parties. The City shall make available to the County upon reasonable notice its books and records, including all invoices, related to the Reconstruction Project and the City's bonds issued to finance the Reconstruction Project. The County agrees to pay its share of the interest, with the rate of interest equal to the interest rate assessed to the City on the general obligation bonds issued for the Reconstruction Project. As soon as practicable after issuance of the City bonds, the City shall provide the County with a debt service schedule.

2. The County has paid timely to the City, the sum of \$620,000.00, \$520,000 in 2016 and \$100,000 in 2018, to be applied by the City to the County's portion of the actual total costs of the Reconstruction Project.
3. The County agrees to pay the remaining balance of the County's portion of the actual total cost of the Reconstruction Project in consecutive, annual installments of a least \$100,000.00. The payment is to be made with or without invoice, notice, or written demand by the City, until such time as the principle balance together with all accrued and unpaid interest is paid in full. The County agrees to make the first such annual payment on a date in 2019 that is mutually agreed upon by the parties. The Cost Sharing Agreement shall set forth the date payments are due in the subsequent years. Payments received from the County will first be applied to accrued interest with the balance applied to the principal. The Cost Sharing Agreement for the Reconstruction Project shall acknowledge the City's and County's obligations to comply with the Kansas Cash Basis Law, K.S.A. 10-1101 et seq.
4. The County shall have the option to pay down its principal balance, including paying it in full, at any time, without penalty. Such payment(s) shall be first applied to accrued interest, with the balance applied to the principal.
5.
  - a. The SRC did, on November 21, 2016, enter into a Commercial and Industrial Lease Agreement (the "Lease") with the Dwayne Peaslee Technical Training Center, Inc., a Kansas not-for-profit corporation (the "Landlord"), for the occupancy of a portion of the real estate located at 2920 Haskell Avenue, Lawrence, Kansas 66049, a copy of the lease being attached hereto as Attachment "E". It is the sole responsibility of the SRC to pay all of the lease payments directly to the Landlord and on the date of each payment SRC shall invoice the City for reimbursement of the amount of each such payment, with reimbursements of lease payments not to exceed \$76,192.00 for the thirty-two-month term of the lease. In addition to the Lease payments the City will reimburse SRC, upon receipt of an invoice from SRC, an amount not to exceed \$5,000.00 for incidental expenses incurred by SRC for its relocation to the leased premises and its ultimate return to its station quarters.
  - b. Although the City agrees to reimburse SRC for the lease payments it makes to Landlord under the Lease, together with up to \$5,000.00 for incidental expenses incurred in SRC's move to the leased premises and return to its Station quarters, it is explicitly understood and agreed that the SRC and the City are not engaged in any form or undertaking of agency, partnership or fiduciary relationship; and that any expenses,

- c. The City has agreed to allow SRC to occupy a portion of the building owned by the City, located in North Lawrence and known as the Swan Building, for storage during the reconstruction period of the Station. The City will have no responsibility for the safe keeping of any of SRC's property stored in the Swan Building and it is SRC's option to insure such property. If SRC elects not to insure its property and there is loss or damage to the property, no matter the cause, City will not have or assume any liability or pay any damages for property so lost, including damages for loss of use thereof.
- d. It is agreed by the parties that the City will advance the costs of the move-out, relocation and move-back by SRC, with the County to credit the City for 32% of such costs at the time the actual costs and Interest Calculations are made pursuant to paragraph 1.C. herein.

IT IS MUTUALLY AGREED by and between the parties that they will cooperate, each with the other, in the development of the final plans for the Reconstruction Project and the costs thereof, with City to execute and manage the Reconstruction Project including the issuance of the general obligation bonds referred to above.

Sarah Plinsky, Interim County Administrator  
Date \_\_\_\_\_

In as much as SRC is not a named party to this contract, although it is the beneficiary of services to be provided by the City and the County during the renovation of the Station; the SRC

hereby agrees to be, upon the execution of this acceptance, bound by and comply with the terms, conditions and obligations required of it by this Acceptance.

Senior Resource Center for Douglas County, Inc.  
a Kansas not-for-profit

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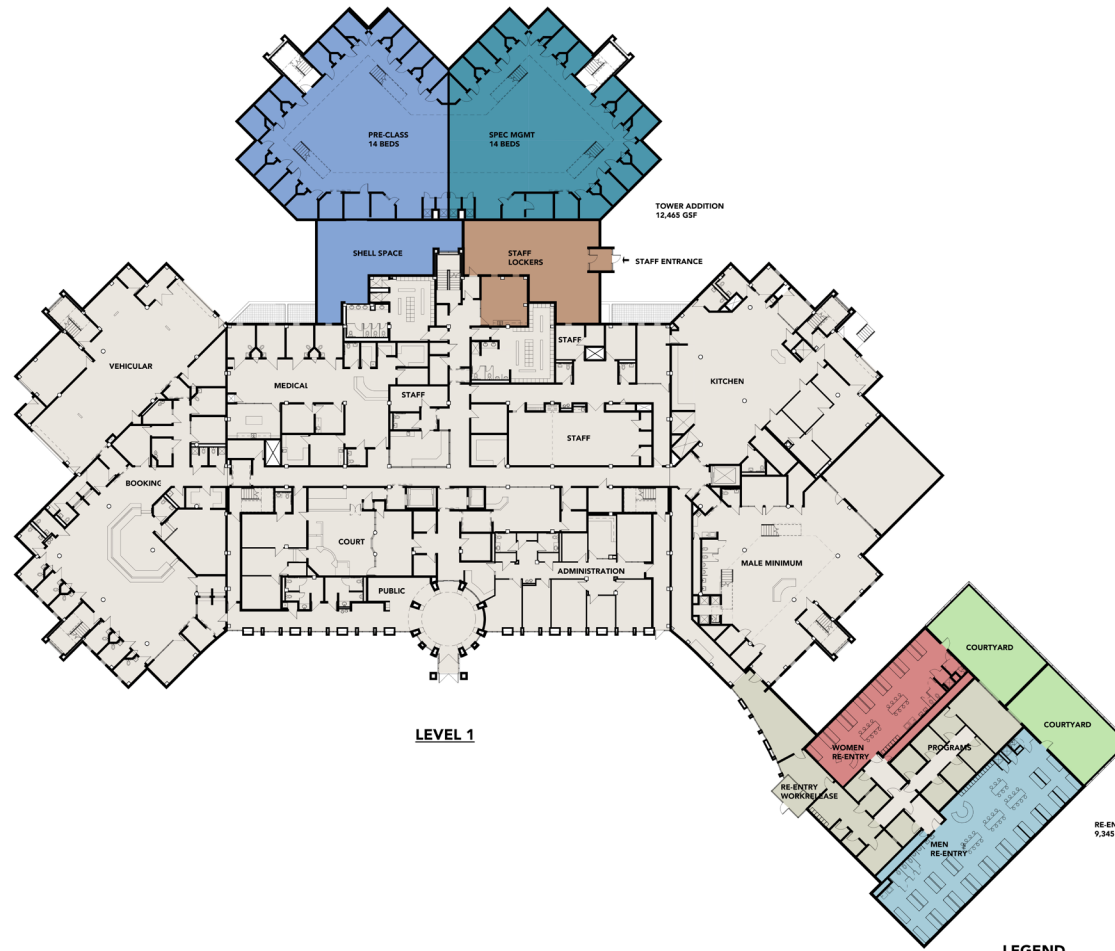
Megan Poindexter, Executive Director                      Date

# Jail Expansion Needs

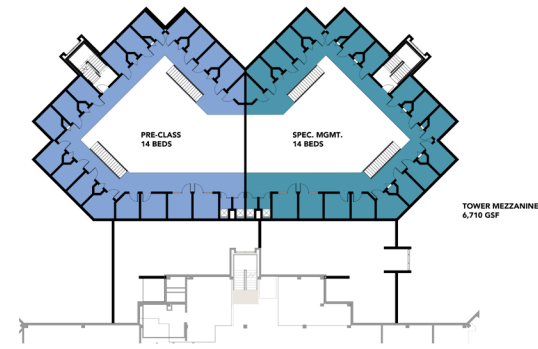
Board of County Commissioners - January 16, 2019

## Commission Direction:

- ▶ Meet the immediate need - Bring inmates housed out of County back to Douglas County
- ▶ Restore re-entry and programs space
- ▶ Allow for inmates to be safely housed in the appropriate housing unit - Safe Classification
- ▶ Build a financial sustainable solution



**LEVEL 1**



**LEVEL 2**

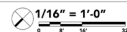
**NEW CONSTRUCTION**  
 TOWER ADDITION 50,195 GSF  
 RE-ENTRY ADDITION 9,345 GSF

**LEGEND**

|                     |                    |                       |                 |                |           |
|---------------------|--------------------|-----------------------|-----------------|----------------|-----------|
| BOOKING             | MALE MEDIUM        | FEMALE CLASSIFICATION | FEMALE RE-ENTRY | PUBLIC         | COURTYARD |
| VEHICULAR SALLYPORT | MALE MINIMUM       | FEMALE MEDIUM/MAX.    | MEDICAL         | ADMINISTRATION | SUPPORT   |
| MALE CLASSIFICATION | MALE SPECIAL NEEDS | FEMALE MINIMUM        | PROGRAMS        | KITCHEN        |           |
| MALE MAXIMUM        | MALE RE-ENTRY      | FEMALE SPECIAL NEEDS  | STAFF           | CIRCULATION    |           |

**DOUGLAS COUNTY JAIL EXPANSION**

LEVEL 1 & 2

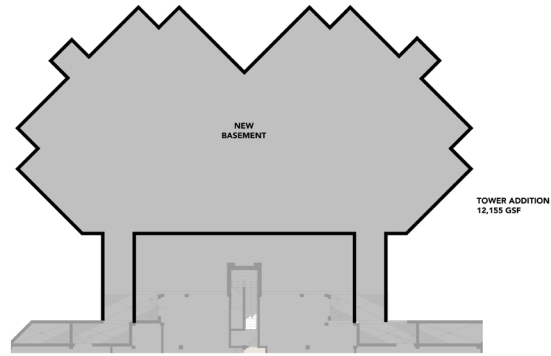


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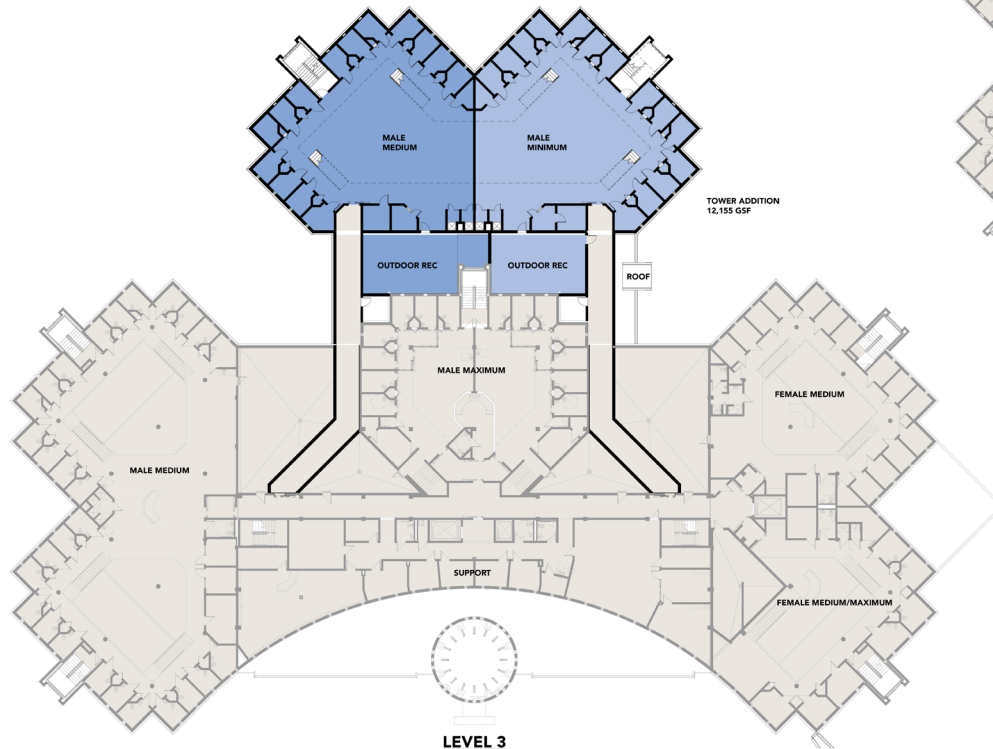
TREANORHL

# Preliminary Cost Summary

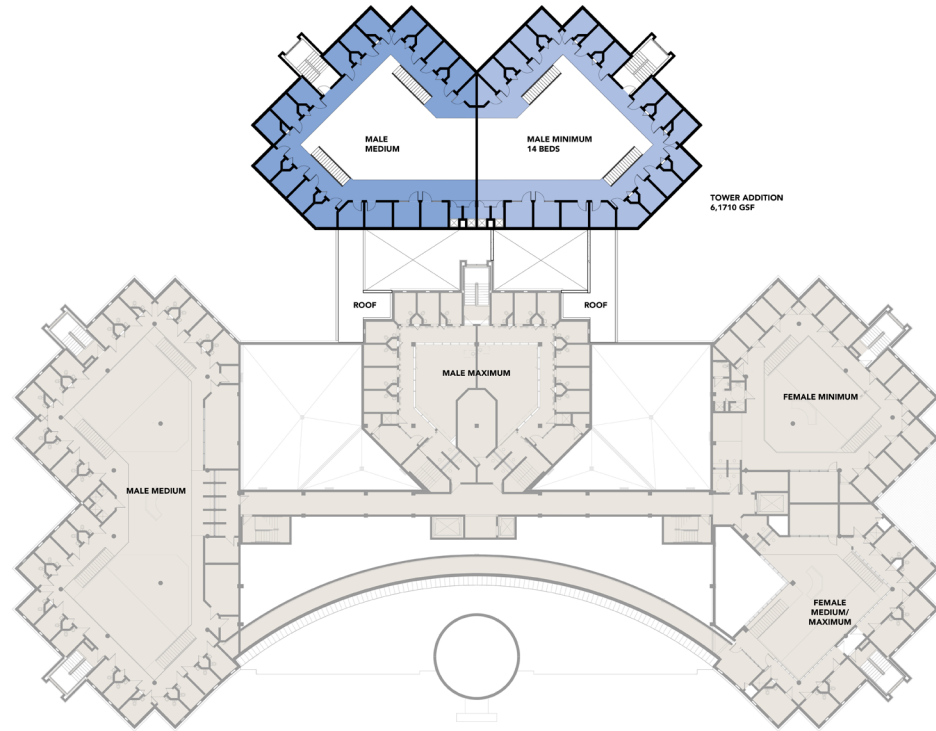
- ▶ Tower Addition: Fully built out, includes all site work, mechanical, design fees, furniture, contingencies, and escalation to 2020 - approximately \$23.0 million
- ▶ If a housing pod is only shelled in and not fitted out, there is a savings of \$1.5 million. The costs to fit out that housing unit in the future will be more than \$1.5 million.
- ▶ Medical Unit would be an additional \$500,000 to the fully built out cost.
- ▶ Re-entry/work release addition - \$2.1 million



**BASEMENT FLOOR PLAN**



**LEVEL 3**



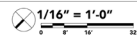
**LEVEL 4**

**LEGEND**

|                     |                    |                       |                 |                |           |
|---------------------|--------------------|-----------------------|-----------------|----------------|-----------|
| BOOKING             | MALE MEDIUM        | FEMALE CLASSIFICATION | FEMALE RE-ENTRY | PUBLIC         | COURTYARD |
| VEHICULAR SALLYPORT | MALE MINIMUM       | FEMALE MEDIUM/MAX.    | MEDICAL         | ADMINISTRATION | SUPPORT   |
| MALE CLASSIFICATION | MALE SPECIAL NEEDS | FEMALE MINIMUM        | PROGRAMS        | KITCHEN        |           |
| MALE MAXIMUM        | MALE RE-ENTRY      | FEMALE SPECIAL NEEDS  | STAFF           | CIRCULATION    |           |

**DOUGLAS COUNTY JAIL EXPANSION**

LEVEL 3 & 4



08/06/18

TREANORHL

# Tower Addition:

- ▶ South Tower can accommodate four housing units, on two floors. 50,195 gross square feet (GSF)
- ▶ The May proposal was 93,200 square feet.
- ▶ Each housing unit can hold 28 inmates each
- ▶ 3 Housing Units = 84 inmates - Current inmate farm outs between 50-80 inmates daily
- ▶ The fourth space in the tower could be used for housing or for a medical unit.
- ▶ South Tower can be constructed with minimal disruption to the existing structure.



**RE-ENTRY ADDITION**  
9,345 GSF

**NEW CONSTRUCTION**  
TOWER ADDITION 50,195 GSF  
RE-ENTRY ADDITION 9,345 GSF

**LEGEND**

|                     |                    |                       |                 |                |           |
|---------------------|--------------------|-----------------------|-----------------|----------------|-----------|
| BOOKING             | MALE MEDIUM        | FEMALE CLASSIFICATION | FEMALE RE-ENTRY | PUBLIC         | COURTYARD |
| VEHICULAR SALLYPORT | MALE MINIMUM       | FEMALE MEDIUM/MAX.    | MEDICAL         | ADMINISTRATION | SUPPORT   |
| MALE CLASSIFICATION | MALE SPECIAL NEEDS | FEMALE MINIMUM        | PROGRAMS        | KITCHEN        |           |
| MALE MAXIMUM        | MALE RE-ENTRY      | FEMALE SPECIAL NEEDS  | STAFF           | CIRCULATION    |           |

**DOUGLAS COUNTY JAIL EXPANSION**

LEVEL 1 & 2

08/06/18

TREANORHL

# Re-entry Housing Unit

- ▶ Re-entry step down housing - 9,345 GSF
- ▶ Location on the site allows for separate entry of inmates.
- ▶ Re-entry housing unit can be constructed in a more cost efficient manner.
- ▶ In addition to space for 28 male and 14 female inmates, additional space is added for re-entry and programs staff and separate courtyards for inmates participating in these programs and living in this step down housing unit.

# Commission Direction:

| Commission Direction                | Staff Proposals:                                                               |
|-------------------------------------|--------------------------------------------------------------------------------|
| Meet Immediate Needs                | South Tower Housing                                                            |
| Meet Immediate Needs                | Additional Medical Unit space                                                  |
| Restore re-entry and programs space | Re-entry step down housing                                                     |
| Safe Classification                 | South Tower Housing                                                            |
| Sustainable Solution                | Construct an addition as opposed to continued farming out or leased structures |

**PLANNING COMMISSION REPORT**  
**Regular Agenda –Public Hearing Item**

PC Staff Report  
12/19/2018

**ITEM NO. 6      CONDITIONAL USE PERMIT FOR Westwick Rugby/Soccer  
Complex; Northwest of the intersection of County Route 458 & E  
1150 Rd. (KEW)**

**CUP-18-00501:** Consider a Conditional Use Permit for a rugby/soccer complex, located northwest of the intersection of N. 1200 Rd (County Route 458) & E. 1150 Rd. Submitted by Paul Werner Architects, for Westwick LC, property owner of record.

**STAFF RECOMMENDATION:** Staff recommends approval of the Conditional Use Permit for a Rugby/Soccer Complex with the following conditions:

- Local and State floodplain permits will be required for all phases of development.
- The east entrance for the proposed Phase III parking lot will need to be upgraded to County Standards. A Douglas County entrance permit will be required for work in the Route 458 right-of-way.
- Existing conditions and restrictions for the previous CUP will remain or be revised by the County Commission if alternatives are proposed.
  1. Septic System was to be installed one year after construction of the playing fields.
    - a. Original deadline was July 1, 1996.
    - b. County Commission approved (in October of 1996) the extension of this deadline to the summer of 1998.
    - c. A septic system has not yet been installed according to the Lawrence Douglas County Health Department.
    - d. A septic system is proposed to be installed with Phase III of the improvements.
    - e. Staff recommends a deadline of 1 year from the date of resolution publication for the installation of an approved septic system with the approval of this Conditional Use Permit.
  2. Field use only between the hours of 8 AM and 9 PM.
  3. Ancillary activities proposed only between the hours of 8 AM and 10 PM.
  4. The use of the fields is restricted to rugby, soccer, football, lacrosse, softball, baseball and team sports involving the use of a Frisbee. Any other activity must be approved as a Temporary Business Permit granted by the Board of County Commissioners.
  5. On-site structures can only be used for ancillary uses associated with the allowed restricted activities and only during the approved hours for ancillary use.
  6. Consumption of alcohol and cereal malt beverages is limited to the confines of a club house or within a 25 foot X 25 foot designated an area adjacent to the club house building. The area shall be delineated with a wooden fence.
  7. The goal post for each playing field shall be no closer than 175 feet to any adjoining property line.
  8. The applicant shall provide locking gates with a sign stating the restrictions of the facility and who to contact regarding questions about the use of the facility.
  9. No sales or vending is allowed on the premises.
  10. No public address system or loud speakers are permitted.
  11. Lighting is to be shielded from view off the property.

### Reason for Request:

Applicant's Response: *"The property owner would like to improve the onsite amenities. In order to do this, they need and updated CUP."*

### ATTACHMENTS

- A. Conditional Use Permit Site Plan

### KEY POINTS

- The subject property is zoned VC (Valley Channel) and A (Agricultural) District. The proposed use, *Recreation Facility*, is permitted in the VC District and the A District with approval of a Conditional Use Permit.
- Section 12-319.4.11 of the County Zoning Regulations for the Unincorporated Territory of Douglas County lists *Recreation Facility* as uses which may be approved as a Conditional Use.
- A CUP currently exists for this property and use (CUP-7-5-94.)
- Douglas County Zoning & Codes currently considers this project out of compliance with the existing CUP.
- The applicant has stated that they are not asking for removal of restrictions.
- A condition of approval regarding the installation of a septic system has not yet been installed and is proposed with Phase III of site improvements.

### ASSOCIATED CASES

- **CUP-7-5-94;** A Conditional Use Permit for the establishment of the Westwick Rugby/Soccer Complex was approved by the Board of County Commissioners on December 7, 1994. There was a condition extension (regarding septic installation) approved by the Board of County Commissioners in October of 1996. Septic installation was required to be installed by the summer of 1998.

### OTHER ACTION REQUIRED

- Approval of the Conditional Use Permit by the Board of County Commissioners.
- Release of the Conditional Use Permit Plan by the Lawrence-Douglas County Planning Office to the Douglas County Zoning and Codes Office.
- Issuance of permit for the Conditional Use by the Zoning and Codes Department following application and determination that all conditions have been met.
- Submittal of building plans by the property owner for approval and issuance of building permit from the Douglas County Zoning and Codes Department prior to development.
- Approval from the Lawrence Douglas County Health Department for the septic system.

### PUBLIC COMMUNICATION

There have been no communications or inquiries.

### GENERAL INFORMATION

|                              |                                                                                                                                                                      |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Current Zoning and Land Use: | VC (Valley Channel) and A (Agricultural) District; Westwick Rugby/Soccer Complex, <i>Recreation Facility</i> .                                                       |
| Surrounding land use:        | To the north, east and west: VC (Valley Channel) District; agriculture land.<br><br>To the south: A (Agriculture) District; rural residential and agricultural uses. |



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

### Summary of Request

This request proposes to accommodate improvements to the existing on-site amenities. The use will not change and will remain a rugby/soccer complex. Remodel of the site will include the addition of portable restroom facilities as Phase I, a 900 square foot structure for storage and/or changing rooms as part of Phase II. Locker rooms, restrooms, pavilions for viewing both fields, an additional parking lot, and a septic field is proposed for Phase III.

A Conditional Use Permit (CUP) for the *Recreation Facility* use was previously approved for the subject property. That CUP (CUP-7-5-94) permits the rugby/soccer use, Westwick Rugby and Soccer, on the property. The request is for an updated CUP for the on-site improvements.

### I. ZONING AND USES OF PROPERTY NEARBY

The subject property is zoned VC (Valley Channel) and A (Agriculture) and is located southwest of the Lawrence City limits, just north of County Route 458 and east of Clinton Lake. The surrounding properties located outside of the city limits are zoned A District, and VC (Valley Channel) the nearby properties are open agricultural land and rural residential.

**Staff Finding** –The area is outside the municipal limits of Lawrence and is primarily rural lands and uses. Agricultural land is the predominant land use in this area, with rural dwellings located

primarily to the south and southwest. The proposed request will not alter the base zoning or land use of the area.

## **II. CHARACTER OF THE AREA**

The area contains rural uses. From US Highway 59 west to Clinton Lake, the principal land use is open agricultural land with some rural residences on properties that are outside the city limits.

**Staff Finding** – The area contains a blend of agricultural land and rural uses. The current use on the property has existed since 1996. The proposed request will not alter the character of the area.

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

Applicant's Response: *"The use is not going to change. The facilities will be updated and the use will remain a rugby complex."*

The subject property is zoned VC (Valley Channel) and A (Agricultural) District.

Section 12-314 of the County Zoning Regulations notes, "...the purpose of this district is to prevent, in those areas subject to periodic or potential flooding, such development as would result in a hazard to health or safety, and to ensure the general public will not be forced to expend exorbitant funds to remedy flood problems."

Section 12-306 of the County Zoning Regulations notes, *"...the purpose of this district is to provide for a full range of agricultural activities, including processing and sale of agricultural products raised on the premises, and at the same time, to offer protection to agricultural land from the depreciating effect of objectionable, hazardous and unsightly uses."* The A District is associated with a majority of the unincorporated portion of Douglas County.

Uses allowed in the VC District include: farms, truck gardens, orchards, or nurseries for the growing or propagation of plants, trees and shrubs in addition other types of open land uses. In addition, uses enumerated in Section 12-319, which are not listed as permitted uses in the A District, may be permitted when approved as Conditional Uses.

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

Section 12-319-4.02 *Athletic Field/Baseball field* is an enumerated use permitted by Conditional Use Permit (CUP).

**Staff Finding** –The property is suitable for the uses which are permitted within the VC (Valley Channel) and A (Agricultural) District. The property is also well suited for rugby and soccer fields, an *Athletic Field/Baseball Field* use.

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

**Staff Finding** – County Zoning Regulations were adopted in 1966; this property has been zoned “A (Agricultural)” since that adoption. This property is not vacant, but has been used as a rugby/soccer facility since the approval of the Conditional Use Permit in 1994.

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

Applicant's Response:

*“None – Adjacent building within 200 feet is on this property.”*

Section 12-319-1.01 of the County Zoning Regulations recognize that “*certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district...when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited.*” The proposed use falls under Section 12-319-4.11 *Athletic Field/Baseball field* of the County Zoning Regulations.

Impacts from this type of use are usually associated with traffic, crowd noise or activity, and lighting. The site is accessible from County Route 458, an improved principle arterial. The street is capable of handling periodic increased traffic volume associated with this use.

The CUP addresses noise concerns through the inclusion of a note stating noise which “unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person will not be a problem.”

Lighting is not being proposed. Any lighting for night games would need to be shielded and conform to lighting standards in the Land Development Code.

**Staff Finding** – The proposed use is compatible with the surrounding area and will not detrimentally affect nearby properties.

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

Evaluation of the relative gain weighs the benefits to the community-at-large vs. the benefit of the owners of the subject property.

Approval of this request would allow the renovation of an existing site to be used as an event center, a *Athletic Field/Baseball field* use.

No benefit would be afforded to the public health, safety, or welfare by the denial of the request as no negative impacts are anticipated with the site improvements.

**Staff Finding** – In staff's opinion, there would be no gain to the public health, safety and welfare by the denial of the request. Approval of the request would allow an existing use to continue and accommodate site improvements.

## **VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN**

An evaluation of the conformance of a conditional use permit request with the comprehensive plan is based on the strategies, goals, policies, and recommendations contained within *Horizon 2020*. A Conditional Use Permit provides additional review for uses which may be desirable in an area, but could have negative impacts. This tool allows development to occur in harmony with the surrounding area and to address specific land use concerns.

**Staff Finding** – A conditional use permit can be used to allow specific uses that are not permitted in a zoning district with the approval of a site plan. This tool allows development to occur in harmony with the surrounding area and to address specific land use concerns.

### **STAFF REVIEW (Site Plan)**

The proposed request is intended to make improvements to existing facilities, add new accessory structures with septic, parking, and entrance improvements in three phases. The new parking area, locker room, permanent restrooms, viewing area, and septic system are proposed for Phase III. Phase I will include a 600 foot structure to accommodate 4 portable restrooms. Phase II will include a 900 square foot structure to provide additional storage, team changing rooms and/or screening for additional portable restroom.

**Parking and Access:** The site plan identifies the improvement of a gravel parking area that is located to the west of the existing soccer fields. The parking area accommodates 150 parking spaces. There is not a specific formula to calculate the parking requirement for this activity in the parking regulations of Section 12-316-1 of the County Zoning Regulations. However, similar uses approved by conditional use permit in Douglas County where groups of people congregate for an outdoor field event, such as for soccer, a calculation has been used as follows; 15 team players plus 2 coaches X 2 teams per field, plus referees. This comes to approximately 38-40 persons per field. The rugby use has the same number of team members so this field use could utilize the same calculation and would require at least 120 spaces to support the maximum field use on all three fields. The parking spaces proposed with the site plan exceed this parking requirement. Phase III would include a new parking area taking access off the eastern portion of the site that would accommodate an additional 174+/- parking spaces. All parking and drive areas will be 4 inch base AB-3 gravel.

Access to the site is accommodated via an existing driveway off of County Route 458 (N. 1200 Road). There is another existing access drive to the east of the site that will be developed as part of Phase III when the additional parking area is installed. The County Engineer indicated:

- The east entrance for the proposed Phase III parking lot will likely need to be upgraded, i.e. widened and possibly flattened to ensure adequate sight distance to the east over the bridge rail. A Douglas County entrance permit will be required for work in the Route 458 right-of-way
- It appears the southernmost one or two parking spaces for the proposed Phase III parking lot are too close to the bottom of the entrance ramp to be readily usable
- Recommend keeping the south edge of the east-west portion of the proposed Phase III parking lot north of the vegetative screening along the north side of property at 1114 N. 1200 Rd.
- While this property lacks the required frontage for two entrances, given the nature of the facility and the need for emergency vehicle access, and the number of entrances in the immediate vicinity, the engineer is fine with the east entrance for access to the proposed Phase III parking lot.

Access to the new parking area will be provided according to county specifications from the existing east access drive at the time of Phase III.

**Floodplain:** This property does reside in the regulatory floodplain. State and local floodplain permits will be required for all phases of improvements.

**Landscape and Screening:** The proposed location of the rugby/soccer field complex is an existing use that is located approximately 300 feet from County Route 458 (N. 1200 Road). The complex, as well as the parking and the outdoor areas, will be screened from view from these roadways by stands of mature trees and rural residential parcels that are adjacent to County Route 458.

The site plan notes that the trash receptacle is screened and enclosed.

**Limits and Conditions:**

The applicant has not proposed to remove or change any of the existing Conditional Use Permit conditions and restrictions that were approved for this use in 1994. (CUP-7-5-94) Those conditions and restrictions are listed as part of this Conditional Use Permit as follows:

**HOURS OF OPERATION**

The site plan notes that the hours associated with the rugby/soccer fields and ancillary activity will be as follows:

Field hours: 8:00 a.m. to 9:00 p.m.

Ancillary use: 8:00 a.m. to 10:00 p.m.

The use of the fields is restricted to rugby, soccer, football, lacrosse, softball, baseball and team sports involving the use of a Frisbee. Any other activity must be approved as a Temporary Business Permit granted by the Board of County Commissioners.

On-site structures can only be used for ancillary uses associated with the allowed restricted activities and only during the approved hours for ancillary use.

Consumption of alcohol and cereal malt beverages is limited to the confines of a club house or within a 25 foot X 25 foot designated an area adjacent to the club house building. The area shall be identified with a wooden fence.

The goal post for each playing field shall be no closer than 175 feet to any adjoining property line.

The applicant shall provide locking gates with a sign stating the restrictions of the facility and who to contact regarding questions about the use of the facility.

No sales or vending is permitted on the property.

No Public Announcement System or speakers are permitted on the property.

All lighting shall be shielded. No night game lighting is proposed at this time.

KDHE has indicated that a septic system is required for this use/property. A Conditional Use Permit was approved in 1994 for this facility. One of the conditions of approval was the installation of an approved septic system by 1996. The County Commission approved an extension for installation in 1996 to install the system by summer of 1998. A brief history discussing the condition with the applicants follows:

1. In March of 2000, the Planning Staff met with the owners of Westwick Rugby Complex to discuss ongoing compliance with the CUP requirements and restrictions. It is noted that staff met with the applicant to discuss progress toward conditions of approval.
2. In July of 2001, the applicant inquired about making improvements to the site and future plans. Planning staff responded and let the applicant know that additional expansion and improvements would be a revision to the CUP that would need to go before the Board of County Commissioners for approval. Review of the expansion/revision would include compliance with the original conditions of approval.
3. In August of 2004, additional email correspondence with the applicant and planning staff discussed Veritas Junior High School utilizing the fields as their home field. Planning staff determined this would fall under the original CUP as long as all restrictions and conditions were met. Any night games and lighting would need to go back before the Board of County Commissioners for approval. Staff also noted that all conditions, including the installation of the septic system would need to be addressed.
4. In November of 2015, additional improvements to the site were discussed with Planning Staff. Staff noted that any additional structures and improvements would need to obtain floodplain permits. The sanitary system was also discussed. Staff re-capped the history of discussion of this condition and noted that compliance has still not been met. Staff also noted that although there did not seem to be any significant issues with the planned improvements, a revised site plan would need to go before the Board of County Commissioners to address the status of the CUP condition regarding the installation of a septic system.
5. In March of 2016, Planning Staff followed up via email to another inquiry regarding improvements to the site and the installation of a septic system. Planning staff sent a copy of the original CUP permit which listed the original conditions of approval including the installation of the septic system by July 1, 1996 and the extension of this deadline approved by the Board of County Commissioners in October of 1996 to extend the deadline for installation to the summer of 1998. Staff also noted that any improvements would require floodplain permits.

The requirement for an approved septic system is proposed by the applicant to be installed as part of Phase III construction for the improvements associated with this Conditional Use Permit. The applicant has not requested changes to the existing restrictions or conditions and has not provided a timeline for when the phases are expected to be completed.

#### NOISE

The previous Conditional Use Permit stated there shall be no public announcement system or speakers permitted. This condition will remain.

#### Conclusion

The property is primarily used a rugby and soccer facility. The scope of this proposal is to permit the *Athletic Field/Baseball field* use as an existing use on the property and accommodate the site improvements. The proposed CUP complies with the County Zoning Regulations and recommendations of *Horizon 2020* with the listed conditions and restrictions as noted.

Staff recommends a deadline of 1 year from the date of resolution publication for the installation of an approved septic system with the approval of this conditional use permit.

SITE DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH RANGE 14 EAST OF THE 6TH P.M. IN DOUGLAS COUNTY KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, N 84°25'24" E. 172.30 FEET; THENCE N 0°34'36" W. 347.03 FEET; THENCE N 65°18'44" E. 197.33 FEET; THENCE S 0°34'36" E. 202.60 FEET; THENCE N 84°25'24" E. 197.10 FEET; THENCE N 0°34'36" W. 100.00 FEET; THENCE N 84°25'24" E. 208.70 FEET; THENCE S 0°34'36" E. 100.00 FEET; THENCE N 84°25'24" E. 208.70 FEET; THENCE S 0°34'36" E. 208.70 FEET; TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N 84°25'24" E. 463.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, N 0°05'13" W. 370.00 FEET TO THE CENTER OF WASHINGTON CREEK; THENCE ALONG THE CENTER OF WASHINGTON CREEK TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 84°25'24" W. 480.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, N 0°05'13" W. 190.00 FEET TO THE CENTER OF WAKARUSA RIVER; THENCE ALONG THE CENTER OF WAKARUSA RIVER TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 84°25'24" E. 50 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE S 0°03'52" E. 2647.01 FEET TO THE POINT OF BEGINNING, CONTAINING 58.5 ACRES, INCLUDING 0.5 ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY,

PHASE DESCRIPTIONS

- PHASE I - IMPROVEMENTS
- CONSTRUCT UP TO A 600FT STORAGE BUILDING. STRUCTURE TO SATISFY UP TO 4 PORTABLE RESTROOM FACILITIES.
- PHASE II - IMPROVEMENTS
- CONSTRUCT UP TO A 900 SQ FT STRUCTURE TO PROVIDE ADDITIONAL STORAGE, TEAM CHANGING ROOMS, AND/OR SCREENING FOR ADDITIONAL PORTABLE RESTROOM FACILITIES.
- PHASE III - IMPROVEMENTS
- CONSTRUCT LOCKER ROOMS, RESTROOMS AND PAVILIONS FOR VIEWING BOTH FIELDS. OCCUPANCY UP TO 90 PEOPLE, EXCLUDING TEAM ROOMS.
  - AN ADDITIONAL PARKING LOT HOLDING 164 CARS TO BE CONSTRUCTED PRIOR TO OCCUPANCY.
  - A SEPTIC FIELD OR A LAGOON SHALL BE CONSTRUCTED WITH THIS PHASE.

GENERAL NOTES

1. ALL AREAS DESIGNATED AS ROADWAYS AND PARKING AREAS WILL BE CONSTRUCTED WITH A 4" BASE COURSE OF AB-3 GRAVEL.
2. A TOTAL OF 150 REGULAR PARKING SPACES HAVE BEEN PROVIDED IN ADDITION TO 4 ADA SPACES.
3. LIGHTING FOR NIGHT GAMES IS NOT BEING PROPOSED AT THIS TIME.
4. THE WATER SUPPLY IS CURRENTLY DIST. NO. 5. WELLS WILL BE USED FOR IRRIGATION IF THE PLAYING FIELDS. THE WELL SITES HAVE YET TO BE DETERMINED.
5. PORTABLE OUTHOUSES WILL SERVE AS RESTROOM FACILITIES. SEE PHASE I, II AND III DESCRIPTIONS.
6. TRASH COLLECTION WILL BE IN DESIGNATED 10' X 10' AREAS WITH RECEPTACLES HAVING A MECHANISM TO KEEP THE TOP CLOSED.
7. THE EXISTING CONTOUR LINES SHOWN WERE ESTABLISHED FROM THE 1966 15' QUADRANGLE MAP AND THE FLOOD PLAIN AND FLOOD-WAY FROM 2015 FJ.M. MAPS.



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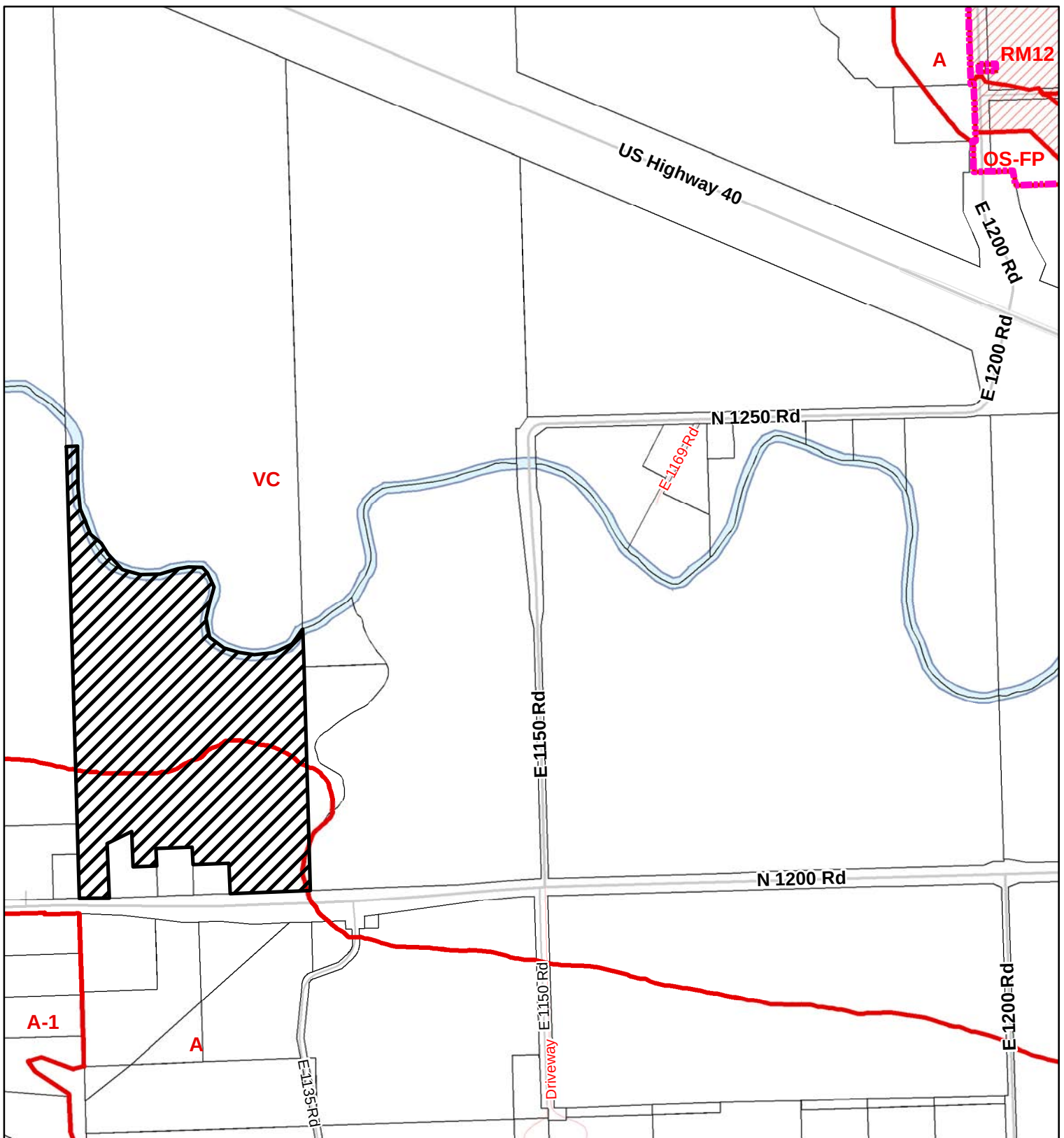
WESTWICK  
CONDITIONAL USE PERMIT  
LAURENCE, KANSAS

PROJECT # 211-710

RELEASE: 1.0 DATE: 11.20.17

CONDITIONAL USE PERMIT  
SCALE: 1" = 100'-0"  
0 50 100 200 300





CUP-18-00501: Consider a Condition Use Permit for a rugby/soccer complex, located northwest of the intersection of N. 1200 ROAD & E. 1150 ROAD.



**ITEM NO. 6      CONDITIONAL USE PERMIT; NW OF N 1200 RD & E 1150 RD (KEW)**

**CUP-18-00501:** Consider a Conditional Use Permit for a rugby/soccer complex, located northwest of the intersection of N 1200 Rd & E 1150 Rd. Submitted by Paul Werner Architects, for Westwick LC, property owner of record.

**STAFF PRESENTATION**

Katherine Weik presented the item.

**APPLICANT PRESENTATION**

Rick Renfro was present for questioning.

**PUBLIC HEARING**

No public comment.

**COMMISSION DISCUSSION**

Commissioner Sands asked if there were any issues with adding a second access.

Weik said the County Engineer did not see an issue with adding a second access.

Commissioner Carttar inquired about the timeline for installing the septic system. He wondered if there was a penalty for failing to install it.

Weik said the staff condition indicated a timeline to get the septic system installed. She said the Conditional Use Permit would cease to exist if not installed.

Commissioner Willey asked the applicant about the timing of the septic system even if Phase III was not ready yet.

Renfro said there were a few options. He said they could build the restroom now and then possibly build a second one after the completion of the phases.

**ACTION TAKEN**

Motioned by Commissioner Struckhoff, seconded by Commissioner Sands, to approve the Conditional Use Permit, CUP-18-00501, for a Rugby/Soccer Complex, located northwest of the intersection of N 1200 Rd & E 1150 Rd, with the following conditions:

- Local and State floodplain permits will be required for all phases of development.
- The east entrance for the proposed Phase III parking lot will need to be upgraded to County Standards. A Douglas County entrance permit will be required for work in the Route 458 right-of-way.
- Existing conditions and restrictions for the previous CUP will remain or be revised by the County Commission if alternatives are proposed.
  1. Septic System was to be installed one year after construction of the playing fields.
    - a. Original deadline was July 1, 1996.
    - b. County Commission approved (in October of 1996) the extension of this deadline to the summer of 1998.
    - c. A septic system has not yet been installed according to the Lawrence Douglas County Health Department.
    - d. A septic system is proposed to be installed with Phase III of the improvements.
    - e. Staff recommends a deadline of 1 year from the date of resolution publication for the installation of an approved septic system with the approval of this Conditional Use Permit.

2. Field use only between the hours of 8 AM and 9 PM.
3. Ancillary activities proposed only between the hours of 8 AM and 10 PM.
4. The use of the fields is restricted to rugby, soccer, football, lacrosse, softball, baseball and team sports involving the use of a Frisbee. Any other activity must be approved as a Temporary Business Permit granted by the Board of County Commissioners.
5. On-site structures can only be used for ancillary uses associated with the allowed restricted activities and only during the approved hours for ancillary use.
6. Consumption of alcohol and cereal malt beverages is limited to the confines of a club house or within a 25 foot X 25 foot designated an area adjacent to the club house building. The area shall be delineated with a wooden fence.
7. The goal post for each playing field shall be no closer than 175 feet to any adjoining property line.
8. The applicant shall provide locking gates with a sign stating the restrictions of the facility and who to contact regarding questions about the use of the facility.
9. No sales or vending is allowed on the premises.
10. No public address system or loud speakers are permitted.
11. Lighting is to be shielded from view off the property.

Motion carried 9-0-1, with Commissioner Kelly abstaining. Commissioners Butler, Carpenter, Carttar, Paden, Sands, Sinclair, Struckhoff, Weaver, and Willey voted in favor.



City of Lawrence  
Douglas County

PLANNING & DEVELOPMENT SERVICES



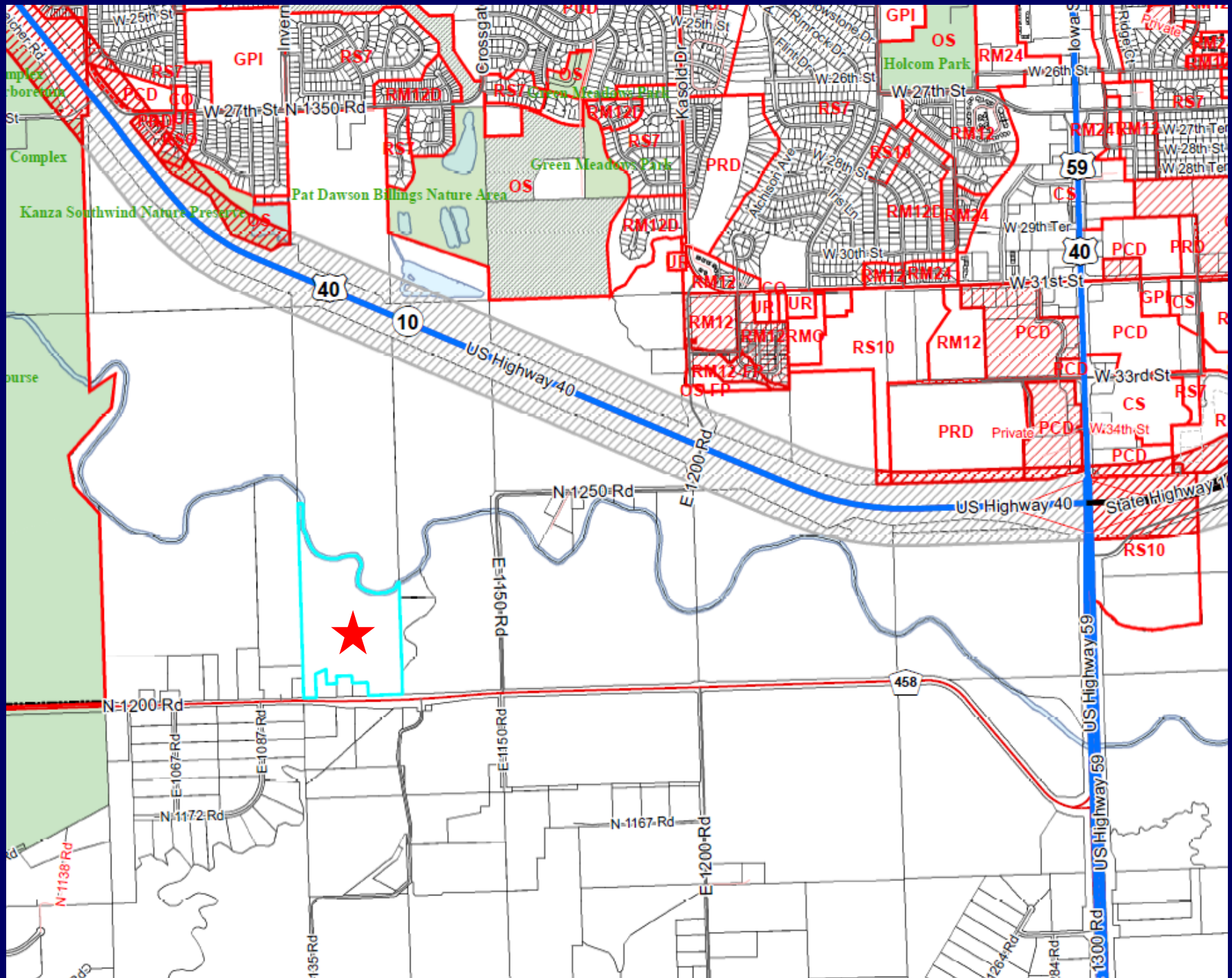
**CUP-18-00501**

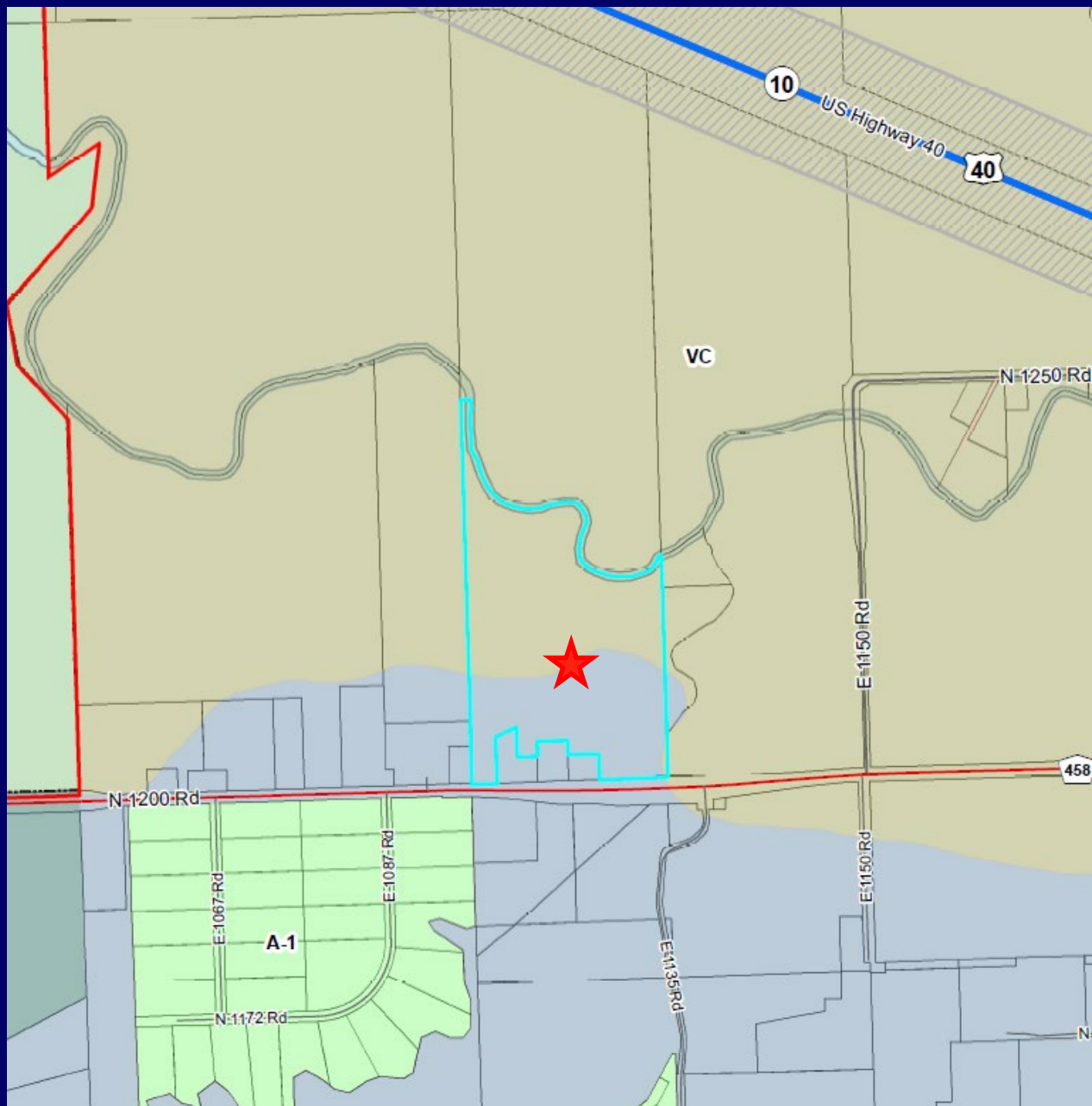
Westwick Rugby/Soccer  
1200 Road (County Rt 458)

Douglas County Board of County Commissioners  
January 16, 2019

# Applicants Request

- **Improvements (Rugby/Soccer) complex.**
- **No requested changes to conditions.**
- **Three phases of improvements.**
- **Additional portable restroom facilities.**
- **Phase III would include septic system, additional parking lot, locker rooms, viewing pavilions and restrooms.**





## Zoning in the Area



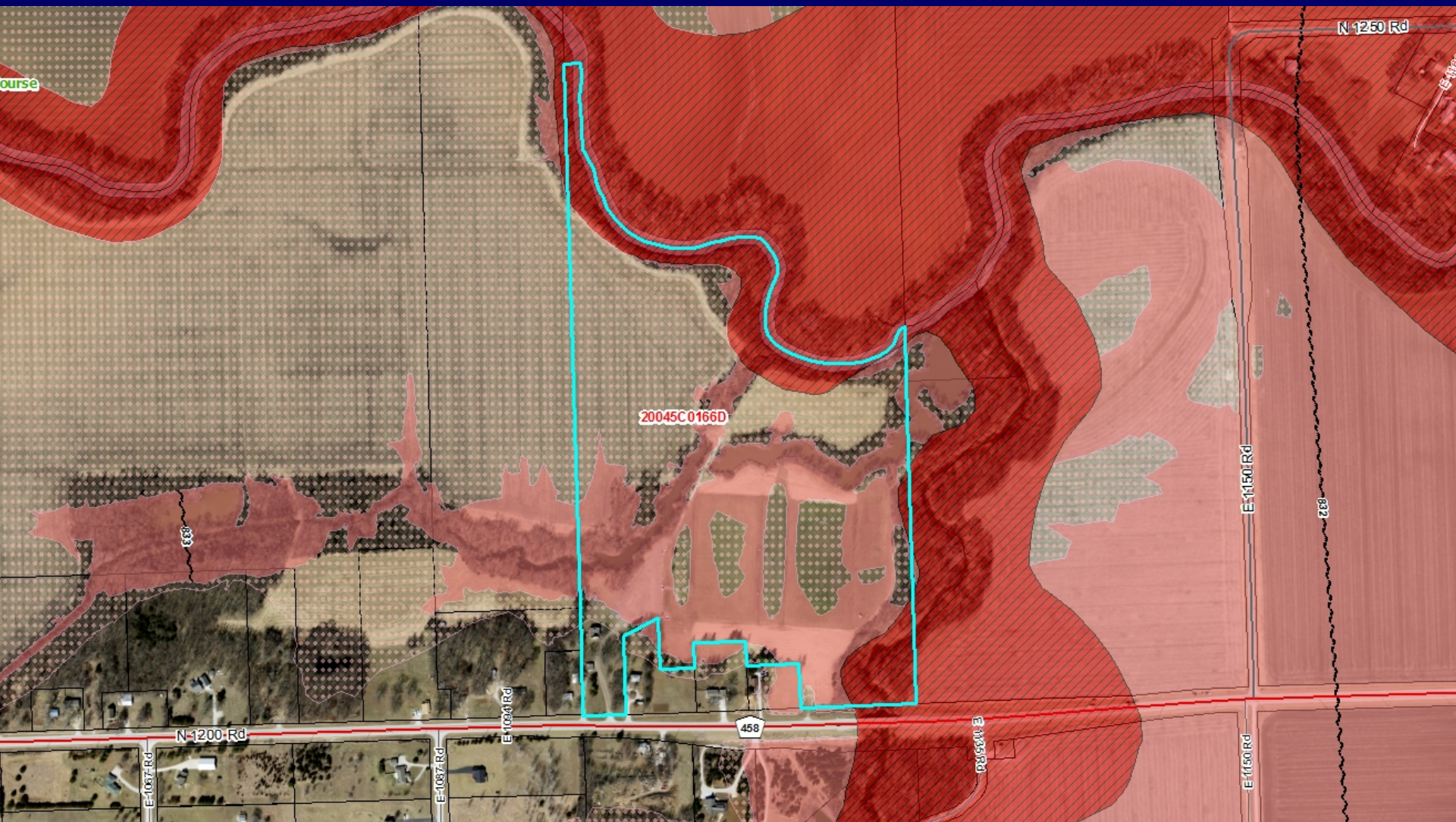
**Land Use in the Area**





# Brief History

- **1994 CUP approved.**
- **1996 Extension for septic system granted.**
- **1998 deadline for septic system installation.**
- **2000-2016 Future improvement discussions.**
- **2018 Improvements/application new CUP.**



**Existing Floodplain on the parcel**



# Conditions

- **Septic System installation. (Planning staff recommended a 1 year deadline.)**
- **Field use only between the hours of 8 AM and 9PM.**
- **Ancillary activities proposed only between 8 AM and 10 PM.**
- **The use of the fields is restricted to rugby, soccer, football, lacrosse, softball, baseball and team sport with frisbee.**
- **On-site structures can only be used for ancillary uses associated with the allowed uses and during approved hours.**
- **Consumption of alcohol is limited to the confines of a club house or nearby designated area.**



# Conditions

- **The goal post for each playing field shall be no closer than 175 feet to any adjoining property line.**
- **The applicant shall provide locking gates with a sign stating the restrictions of the facility and who to contact regarding questions about the use of the facility.**
- **No sales or vending is allowed on the premises**
- **No public address system or loud speakers are permitted.**
- **Lighting is to be shielded from view off the property.**



# Staff Recommendation

**As the applicant requested no changes to the original CUP conditions, staff has made a recommendation to approve the new CUP and proposed improvements with the conditions from the previous CUP with the addition of a 1 year deadline to bring the project into compliance.**



# Planning Commission Recommendation

**Planning Commission voted 9 to 0 (1  
recusal) at their December 18, 2018  
meeting to forward the CUP application  
with a recommendation for approval.**