

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item. Individuals are asked to come to the microphone, sign in, and state their name. Speakers are asked to sign in so that the spelling of names is correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, SEPTEMBER 11, 2019

5:30 p.m. BUSINESS MEETING

-Proclamation declaring September 2019 as "Recovery Month." (Sandra Dixon, DCCCA)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval to access the MACPP regional cooperative vehicle contract and the City of KCMO for special equipment with Shawnee Mission Ford in the amount of \$75,253 from the equipment reserve (Jackie Waggoner);
- (c) Consider approval of a resolution establishing the Lawrence/Douglas County Joint 2020 Census Complete County Committee (Karrey Britt);
- (d) Consider approval of an employee contract with Sarah Plinsky to serve as County Administrator (John Bullock)
- (e) Accounts payable.

REGULAR AGENDA

- (2) Consider a Site Plan, SP-19-00313, for construction of a 4,756 square foot building addition and a change in use from a research facility to Contractor's Shop and Storage Yard and Offices. The property contains approximately 3.12 acres and is addressed as 1451 N. 1823 Road. Submitted by Paul Werner Architects for Compton Holdings LC, property owner of record. (Mary Miller is the Planner)
- (3) General Public Comment
General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.
- (4) Committee Reports
- (5) Commissioner and/or Administrator Miscellaneous
- (6) Adjourn

WEDNESDAY, SEPTEMBER 18, 2019 – light meeting

-Work Session – Zoning Regulations

WEDNESDAY, SEPTEMBER 25, 2019

-No Work Session

WEDNESDAY, OCTOBER 2, 2019

Work Session – Cemeteries in the Unincorporated Area and County responsibilities

-Proclamation for 4-H Week (Kaitlyn Peine)

WEDNESDAY, OCTOBER 9, 2019

Work Session – Comprehensive Plan

WEDNESDAY, OCTOBER 16, 2019

WEDNESDAY, OCTOBER 23, 2019

-Proclamation for Domestic Violence Awareness Month (Will Averill)

WEDNESDAY, OCTOBER 30, 2019 - cancelled

Note: *The Douglas County Commission meets regularly on Wednesdays at 5:30 p.m., and at 4:00 p.m. for Work Sessions as needed. Meetings are held at the Douglas County Courthouse (2nd Floor) at 1100 Massachusetts Street, Lawrence, KS 66044. 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

RECOGNIZING SEPTEMBER 2019 AS RECOVERY MONTH

WHEREAS, mental and substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery; and

WHEREAS, by seeking help, people who experience mental and/or substance use disorders can embark on a new path toward improved health and overall wellness; and

WHEREAS, the focus of the 30th anniversary of *National Recovery Month* this September is to celebrate their journey with the theme “*Join the Voices for Recovery: Together We Are Stronger*,” *Recovery Month* spreads the message that behavioral health is essential to health and one’s overall wellness, and that prevention works, treatment is effective, and people can and do recover; and

WHEREAS, the impact of mental and substance use disorders is apparent in our local community, with the 2017 Community Health Assessment reporting that almost one in four Douglas County adults report having been diagnosed with a depressive disorder, and drug overdoses have surpassed motor vehicle crashes and falls as the leading cause of unintentional injury death; and

WHEREAS, through *Recovery Month*, people become more aware and able to recognize the signs of mental and substance use disorders, which can lead more people into needed treatment; and

WHEREAS, managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally; and

WHEREAS, the *Recovery Month* observance continues to work to improve the lives of those affected by mental and/or substance use disorders by raising awareness of these diseases and educating communities about the prevention, treatment, and recovery resources that are available; and

WHEREAS, for the above reasons, I am asking the citizens of Douglas County to join me in celebrating this September as *National Recovery Month*; and

WHEREAS, community partner organizations such as Bert Nash Community Mental Health Center, DCCCA, Douglas County District Attorney’s Office, Heartland Community Health Center, Heartland Regional Alcohol and Drug Assessment Center, Lawrence Douglas County Health Department, Lawrence Douglas County Housing Authority, Lawrence-Douglas County Fire and Medical, Lawrence Police Department, Lawrence Memorial Hospital, and the Douglas County Sheriff’s Department provide crucial roles in preventing and overcoming mental and substance abuse disorders to promote healthy lifestyles, both physically and emotionally.

NOW, THEREFORE, be it proclaimed by the Board of County Commissioners of Douglas County, Kansas, that the month of September 2019 be recognized as “*Recovery Month*”, and call upon our community to observe this month with compelling programs and events that support this year’s observance in Douglas County, Kansas.

ADOPTED this 11th day of September, 2019.

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

Michelle Derusseau, Chairman

Patrick Kelly, Vice Chair

Nancy Thellman, Member



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

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

MEMO TO: The Board of County Commissioners
Sarah Plinsky, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation to Purchase a Sign Truck for Public Works

DATE: September 4, 2019

Public Works has budgeted for the replacement and has funds allocated in equipment reserve to purchase a F-550 cab & chassis 4x2 truck with special equipment to be assigned to the sign crew. Staff plans to replace a 2008 Ford F-550 with a utility bed and 148,500 miles. All replacements will be sold through our online auction.

Shawnee Mission Ford has offered a 2020 model at the 2019 price. The 2020 F-550 cab and chassis are available on the 2019 MACPP regional cooperative vehicle contracts that the County participates in. The contracts are awarded to all dealerships that respond to our bid solicitation and meet the requirements, and then it is up to each participating agency to determine which dealership meets their needs at the lowest cost. Shawnee Mission Ford provides the lowest cost for this vehicle from the awarded contracts. The attached purchase terms and conditions summarize the vehicle details along with their cost.

Shawnee Mission Ford provided pricing for the special equipment which is not available on the MACPP cooperative contract, but is available through a piggyback clause with the City of KCMO with their awarded contractor American Equipment.

Our intent is to order all equipment needed directly through Shawnee Mission Ford.

RECOMMENDATION: The Board of County Commissioners approves accessing the MACPP regional cooperative vehicle contract and the City of KCMO for special equipment with Shawnee Mission Ford in the amount of \$75,253 and paying for this purchase from equipment reserve 60250100 85015.

DOUGLAS COUNTY, KANSAS**TERMS & CONDITIONS TO PO NO.**

9/6/2019

Vendor Name/Address:

Shawnee Mission Ford

11501 W. Shawnee Mission Pkwy.

Shawnee, KS 66203

Contact: Jay Cooper (913) 248-2287

Deliver To:

Douglas County Public Works

3755 E. 25th Street

Lawrence, KS 66046

Contact: Doug Stephens/Clayton Funk (785) 331-1333

Bill To:

Douglas County Public Works

3755 E. 25th Street

Lawrence, KS 66046

Contact: Laura Glass (785) 832-5116

Delivery: 90-150 Days

Approved by BOCC 9/11/2019

Fund	Dept	Acct	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply with MACPP specifications and contract terms & conditions: Bid Number 2016.02 dated 10/4/2016			
			1	2020 Ford F-550 Regular Cab & Chassis 4x2 DRW 84" CA (F5G/169 WB)		\$31,402.00	\$31,402.00
			1	84" CA (169)		\$169.00	\$169.00
			1	40/mini console/40 (LS)		\$327.00	\$327.00
			1	Payload Upgrade		\$1,395.00	\$1,395.00
			1	Extra Chip Key		\$100.00	\$100.00
			1	4" Black Nerf Bars		\$371.00	\$371.00
			1	Back up Alarm (76C)		\$128.00	\$128.00
			1	Helm		\$200.00	\$200.00
			1	Weather Tech Floor Mats		\$100.00	\$100.00
			1	Configurable Day Time Running Lamps		NC	NC
			1	Warranty Premium Care (7 years/100,000 miles)		\$2,960.00	\$2,960.00
			1	Special Equipment Provided by American Equipment under City of KCMO Contract (#2260); Quotation #052819/16RK dated 5/28/2019		\$37,493.00	\$37,493.00
			1	Exterior: School Bus Yellow (BY) Interior: Grey		\$608.00	\$608.00
				Warranty: 3 Years/36,000 Miles Bumper-Bumper Chassis and 5 Years/60,000 Miles Powertrain			
				Tax Exempt KSA 79-3606			
				TOTAL			\$75,253.00



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 330-2894 Fax (785) 832-5148
kbritt@douglascountyks.org

Karrey Britt
Communications Specialist

MEMORANDUM

To : Board of County Commissioners

From : Karrey Britt, Communications Specialist and 2020 Census Committee
County Staff Liaison

Date : September 5, 2019

Re : Resolution establishing the Lawrence/Douglas County Joint 2020 Census
Complete Count Committee

Consider adopting Joint City Resolution No. 7296/County Resolution No. 19-28,
establishing the Lawrence/Douglas County 2020 Census Complete Count
Committee.

The city and county are working with numerous community organizations to promote the upcoming U.S. Census. The Constitution mandates that a census be completed every 10 years. 2020 Census questionnaires will officially be mailed to every resident in the United States on or before April 1, 2020. The Complete Count Committee (CCC) will work to enhance outreach regarding the upcoming census. Participation in the U.S. Census is important to cities and counties across the country because many federal and state programs are funded in accordance to results from the Census.

The county appointed Craig Weinaug as co-chair to this committee and the city appointed Steve Maceli as their co-chair. Numerous organizations throughout Douglas County have agreed to participate as a voluntary members of the Complete Count Committee to help ensure an accurate count. The local organizations are listed on the resolution and other individuals and organizations may also assist the CCC in this important effort.

Unlike other city boards, commissions or committees, the Complete Count Committee is a special joint City/County volunteer committee tasked only to assist with U.S. Census 2020 and will be dissolved upon completion of the 2020 Census.

Action requested: Adopt Joint City Resolution No. 7296/County Resolution No. 19-28.

CITY OF LAWRENCE/DOUGLAS COUNTY

COUNTY RESOLUTION NO. 19-28

CITY RESOLUTION NO. 7296

**A RESOLUTION ESTABLISHING THE LAWRENCE/DOUGLAS COUNTY JOINT
2020 CENSUS COMPLETE COUNT COMMITTEE**

WHEREAS, the United States federal government, through the Department of Commerce and the Bureau of the Census, is required to take a decennial census of the country every ten (10) years; and

WHEREAS, the results of the official census are used by the federal government to allocate approximately \$675 billion annually to states and communities like the City of Lawrence and Douglas County, based in part, upon census data; and

WHEREAS, the Lawrence City Commission and Douglas County Board of County Commissioners desire to develop a partnership with the U.S. Census Bureau and community organizations for the 2020 Census to ensure that efforts are made to count every person in Douglas County; and

WHEREAS, the Lawrence City Commission and Douglas County Board of County Commissioners has determined it to be in the best interest of the citizens of Douglas County to establish the 2020 Census Complete Count Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE LAWRENCE CITY COMMISSION AND THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

Section 1. Census Complete Count Committee Established. The 2020 Census Complete Count Committee is hereby established to partner with community organizations, citizens and the Census Bureau to promote the upcoming 2020 Census in Douglas County.

Section 2. Census Complete Count Committee Members. The 2020 Census Complete Count Committee is hereby established and the committee's Steering Committee includes the following members:

Craig Weinaug, Co-Chair, appointed by Douglas County Commission
Steve Maceli, Co-Chair, appointed by Lawrence City Commission
Baker University
Baldwin City
Centro Hispano Resource Center
City of Lawrence
City of Lecompton
City of Eudora
Douglas County
Douglas County United Way
East Central Kansas Economic Opportunity Corporation

Haskell Indian Nations University
Heartland Community Health Center
Justice Matters
Lawrence Association of Neighborhoods
Lawrence Chamber of Commerce
Lawrence Community Shelter
Lawrence-Douglas County Health Department
Lawrence Family Promise
Lawrence Journal-World
Lawrence Memorial Hospital
Lawrence Public Library
Lawrence Unified School District #497
Midwestern Communications (MIDCO)
Senior Resource Center for Douglas County
University of Kansas
Porter Arneill, City Staff Liaison
Karrey Britt, County Staff Liaison
Carlos Urquilla-Diaz, Partnership Specialist, US Census Bureau

Section 3. Effective Date. The 2020 Census Complete Count Committee established in Section 1 of this Resolution shall be in full force and effect on the date of passage of this Resolution.

APPROVED BY THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS, this _____ day of _____ 2019.

APPROVED BY THE LAWRENCE CITY COMMISSION, this _____ day of _____ 2019.

Lisa Larsen, Mayor

Michelle Derousseau, Chair

ATTEST:

Sherri Riedemann, City Clerk

Jameson D. Shew, County Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into this ____th day of September, 2019, by and between the Board of County Commissioners of Douglas County, Kansas (the “County”), and Sarah Plinsky, a resident of Douglas County, Kansas (the “Employee”).

WHEREAS, the County desires to contract for services of the Employee as its County Administrator, and desires to formalize such contractual relationship, all in accordance with the laws of the State of Kansas and as set forth in this Agreement; and

WHEREAS, the Employee desires to accept such employment upon the terms and conditions set forth herein; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (“ICMA”) and that Employee is subject to the IMCA Code of Ethics,

NOW THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Recitals. The Recitals set forth above are incorporated herein by reference.

Section 2. Duties; Working Hours.

- a. The County shall employ the Employee as its County Administrator to perform the functions and duties as its chief administrative officer with all of the authority and powers provided therefor under the laws of the State of Kansas, the Douglas County Code, and Home Rule Resolution 86-8-7, and to perform such other legally permissible and proper functions and duties as the governing body of the County may from time to time assign. Employee may delegate those duties and functions to other County officials or employees as reasonable and appropriate.
- b. Because the parties anticipate that the Employee will perform many of her official duties outside the normal working hours for other County employees, the Employee shall be permitted to take compensatory time off, at her discretion, during normal working hours.
- c. The Employee shall be in the exclusive employ of the County. Employee will devote her full professional time and attention to her duties as County Administrator, and shall neither accept other employment nor become employed by any other employer while she is serving as the County’s County Administrator.

Section 3. Term.

- a. The term of this Agreement shall be for the period commencing on the effective date of this Agreement, and shall continue until such time as the Agreement is terminated earlier by the County or the Employee in accordance with the terms hereof.
- b. Subject to the provisions of Section 4 hereof, nothing in this Agreement shall be construed to prevent, limit, or otherwise interfere with the right of the Governing Body of the County to terminate the services of the Employee at any time or with the right of the Employee to resign from her position as County Administrator of the County at any time.

Section 4. Termination and Severance Pay.

- a. In the event that, notwithstanding the Employee's willingness to continue serving as the County Administrator, the County, by majority vote of the County Commission, terminates the employment of Employee, or if the Employee is permitted to declare a termination pursuant to Section 4.c., below, the County shall pay to the Employee all contractual obligations remaining due under this Agreement through the date of termination, if any, and in addition thereto, shall pay as severance pay a lump sum cash payment equal to-six (6) months' salary, as provided in Section 5 hereof, together with all accrued vacation, and all other benefits available to County employees and shall, for a period of six (6) months following the effective date of such termination, continue to underwrite the Employee's participation in the County's health care plan to the same extent as prevailed immediately prior to such termination (collectively, the "Severance Pay"). County may, at County's option, pay the Severance Pay to Employee in equal monthly installments over a 6-month period. However, if Employee is terminated after being convicted of any felony or any crime involving personal gain, or if Employee is terminated for fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure, then the County shall have no obligation to pay any such Severance Pay or any other compensation or benefits except and only to the extent such payment is required by applicable law. If Employee accepts any of the severance benefits or payments described above, Employee will be deemed to voluntarily release and forever discharge County, the County Commission, and their employees and agents, from any and all liability arising out of the Employee's employment and/or the termination of her employment.
- b. Except as otherwise agreed to by the parties, the Employee shall give the County six weeks' written notice of any voluntary resignation from employment hereunder. In the event of such voluntary resignation and subject to Section 4.c. below, the provisions of Section 4.a. above shall not apply, no Severance Pay will be due Employee, and this Agreement shall expire on the effective date of such resignation.

c. If at any time during the term of this Employment Agreement:

- 1) The County or Legislature acts to amend any provision of the State Statutes or County Code pertaining to the role, powers, duties, authority, and responsibilities of the office of County Administrator that substantially changes the role, powers, duties, authority, and responsibility of said position, Employee shall have the right to declare such amendments to constitute termination;
- 2) The County materially reduces the base salary, compensation, or other financial benefits applicable to Employee, unless such reduction applies in no greater percentage than the average reduction of all department heads and full-time employees of the County, Employee shall have the right to declare that such reduction constitutes termination;
- 3) Employee is asked to resign in lieu of termination, whether formally or informally, by a commissioner as a representative of the majority of the Governing Body, if Employee is ready, willing, and able to perform the duties of County Administrator, then Employee may declare a termination as of the date of such resignation;
- 4) The County suspends Employee with or without pay for a period of ten (10) or more business days during any calendar year, when Employee is ready, willing, and able to perform the duties of County Administrator, then Employee shall have the right to declare that such suspension constitutes termination, unless such suspension occurs as the result of a criminal investigation of Employee or other internal investigation of allegations of fiscal impropriety, dereliction of duty, malfeasance, or violation of federal, state, or County law, policy or procedure; or
- 5) If the County materially breaches any provisions of this Agreement and has not remedied such breach within ten (10) business days of written notice from Employee, then Employee may declare a termination as of the date of such notice;

then, upon receipt of such notice, the County shall forthwith pay the Severance Pay as provided under such subsection 4.a.

d. If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or impairment for a period of four successive weeks beyond any period of FMLA leave and accrued sick leave, running concurrently per County policy, and any period of Americans with Disabilities accommodation leave, if the same is legally required, County shall have the option to terminate this Agreement. In such event, County will not be obligated to pay the Employee the Severance Pay as described in section 4.a., above.

Section 5. Salary.

During such time as the Employee is serving as the County Administrator, the County shall pay to Employee as compensation for her services hereunder an annual base salary of \$185,000, payable in installments at such intervals as other County employees are paid. Employee will receive annual adjustments to her salary commensurate with market and/or merit adjustments to compensation made generally to all County employees. County and/or Employee may, but are not required to, initiate a separate salary review for Employee at reasonable intervals upon request.

Section 6. Leaves and Other Benefits.

- a. The Employee shall have credited to her personal account, at the same rate or rates applicable to such other employees, all leaves afforded to management employees of the County.
- b. Group insurance, life insurance, and all other benefits provided to other employees of the County shall be made available to the Employee on like terms and conditions.
- c. County will pay Employee an annual car allowance of \$7,500, payable in equal monthly or semi-monthly installments. Employee is solely responsible for all costs of ownership, maintenance, taxes, and insurance, and for all liability, associated with the use of her vehicle.
- d. On an annual basis, County will deposit into Employee's Section 457 retirement savings account an amount equal to 10% of Employee's annual salary. This sum will be deposited in equal monthly or semi-monthly installments. Employee will be 100% vested in funds deposited into her Section 457 account at the time of deposit.
- e. County will continue to provide a cell phone and cell phone service for Employee's use at no cost to Employee. Provided, however, if County's policies or practices regarding employee cell phone use change at some time in the future, the parties will negotiate in good faith to implement alternative arrangements for Employee's cell phone.
- f. Employee will be responsible for any and all personal income taxes due on the benefits and allowances provided pursuant to this Agreement.

Section 7. Professional Development.

- a. The County shall budget for and pay the professional dues and subscriptions incurred by the Employee for her participation in such national, regional, state and local associations or organizations as she deems necessary or desirable for her continued professional development and advancement and for the good of the

County; provided, that with respect to local associations and organizations, the County's obligation shall be for payment for one civic club of Employee's choice.

- b. The County shall budget for and pay the reasonable travel, registration and subsistence expenses incurred by the Employee in the course of her attendance at or participation in such meetings, conferences, or other function as she deems necessary to adequately discharge official and ceremonial functions on behalf of the County, including but not limited to the annual conferences or conventions of the International City Management Association, the National Association of Counties, the Kansas City/County Managers Association and any such national, regional, state, and local groups and committee thereof upon which the Employee serves as a member.
- c. The County shall budget and pay for travel and subsistence expenses incurred by the Employee for short courses, seminars, and institutes which she deems necessary for her professional development and for the good of the County.

Section 8. Other Terms and Conditions of Employment.

- a. In addition to benefits specifically enumerated in this Agreement, all provisions of the County Code and other rules and regulations of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they now exist or may hereafter be amended, shall apply to the Employee in the same way as to other management employees of the County, but not cumulatively with the same benefits expressly provided for elsewhere in this Agreement.
- b. During the term of this Agreement, Employee must have and maintain her primary residence in Douglas County. This means that Employee's home and domestic living activities will be primarily in Douglas County and not elsewhere.
- c. The County, in consultation with the Employee, may fix any such other terms and conditions of employment relating to the performance of the Employee as it deems appropriate from time to time; provided, that such terms and conditions are not inconsistent with or in conflict with the express provisions of this Agreement, the County code or any other law or regulation.

Section 9. Risk Allocation.

The parties acknowledge the applicability of the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. (the "KTCA"), to the Employee. The Employee shall be afforded all of the rights and protections afforded public employees generally pursuant to the KTCA, including but not limited to those rights and protections relating to alleged violations of state or federal civil rights laws. The Employee may be afforded such additional rights and protections with respect to civil actions to which she is made a party, as the County may from time and time deem appropriate.

Section 10. Annual Performance Evaluation.

At least once annually, the Governing Body of the County shall provide review and consultation with the Employee as appropriate to ensure adequate communication and direction concerning performance of the Employee. Either party may request review at more, but not less, frequent intervals.

Section 11. Bond.

The County shall bear the full cost of any fidelity or other bonds required of the Employee.

Section 12. Advice of Counsel; Knowing and Voluntary Agreement.

The parties acknowledge and agree that they have read, and that they comprehend and understand, this Agreement and each and every term and condition hereof. Employee has been advised that she has the right to consult with independent counsel of her choosing, and acknowledges and agrees that she has had the opportunity to do so prior to executing this Agreement. Employee further acknowledges and agrees that she is entering into this Agreement knowingly and voluntarily and with the full intent and desire to be bound by the terms hereof.

Section 13. No Reduction of Benefits.

County shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the same degree of any such reduction across-the-board for all employees of County.

Section 14. General Provisions.

- a. This Agreement sets forth shall the entire agreement between the parties with respect to the subject matter hereof. All previous understandings, discussions, negotiations or agreements by and between the parties are superseded and of no force or effect.
- b. No party is relying on any promise or representation not expressly set forth in this Agreement.
- c. This Agreement cannot be changed, modified, or amended in any manner except in writing, signed by both of the parties.
- d. Failure of any party to enforce a right or obligation created by this agreement shall not constitute a waiver or bar any subsequent enforcement of rights or obligations created by this Agreement.

- e. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this Agreement without first obtaining the express written consent of the other.
- f. Should any provision of this Agreement or any portion thereof, be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed as severable, shall not be affected and shall remain in full force and effect.
- g. This Agreement is governed by Kansas law.
- h. Notices pursuant to this Agreement will be given by deposit in the U.S. Mail, postage pre-paid, addressed as follows:
 - (i) County: Chairperson, Board of County Commissioners, Douglas County, Kansas, 1100 Massachusetts Street, Lawrence, Kansas 66044.
 - (ii) Employee: Sarah Plinsky, 400 Nancy Court, Lawrence, Kansas 66049.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notices shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by the U.S. Postal Service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

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

By: _____
Michelle Derusseau, Chairperson

ATTEST:

Jamie Shew, County Clerk

EMPLOYEE

Sarah Plinsky



September 11, 2019

SP-19-00313 A site plan for construction of a 4,756 square foot building addition and a change in use from a research facility to *Contractor's Shop and Storage Yard and Offices*. The property contains approximately 3.12 acres and is addressed as 1451 N. 1823 Road. Submitted by Paul Werner Architects for Compton Holdings LC, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described site plan based on the findings listed in this staff report.

ASSOCIATED CASES

Former Site Plans

- SP-13-00328; site plan for addition of a 9,600 square foot machine shed for a soybean research facility.
- SP-01-09-08; site plan for new 17,157 square foot building. Tenant was not known at the time.

Final Plat

- RP-09-09-01; Maple Grove North No. 3, a replat of Lots 1 and 2, Maple Grove North, and Lot 1, Maple Grove North No. 2. Recorded with the Douglas County Register of Deeds on December 28, 2001.

KEY POINTS

- The property is located in Service Area 4 of the Lawrence urban growth area. Infrastructure is not available in the area to serve this development; therefore, annexation is not required at this time.
- The property is within the boundaries of the Northeast Sector Plan, which recommends industrial uses for this area. In regards to future land use recommendations for the area, the plan notes that, "*Properties with zoning other than Agricultural that seek to develop for a permitted use may do so without oversight of the future land use map of this plan as long as they receive the appropriate approvals to do so.*" The proposed use, *Contractor Shop and Yard*, is recommended in the long-range plan; however, the *Office* use is not a recommended use. Per the provisions of the plan, as the property is currently zoned I-2 and the office use is permitted in that district, the use may be installed provided the site plan is approved by the Board of County Commissioners.
- When previously site planned, the property had been encumbered with floodplain. The floodplain boundaries were redrawn in various portions of Douglas County in 2001 and again in 2010. The property is no longer within the regulatory floodplain but is now located entirely within the area designated as 'reduced flood risk due to levee'. The property is not subject to the floodplain regulations.

OTHER ACTION REQUIRED

- The applicant or property owner shall obtain a building permit from the Zoning and Codes Office for the change of use, the building addition, and any structural changes to the building prior to any construction or the change of use.

GENERAL INFORMATION

Current Zoning and Land Use:

I-2 (Light Industrial) District. Existing building formerly used as an agricultural research facility.

Surrounding Zoning and Land Use:
(Figure 1)

To the north: I-2 (Light Industrial) District; other property within this industrial development, *Concrete Products*, and a *Warehouse*, north of this industrial development: A (Agricultural) Districts; *Residential Detached Dwellings* and *Agriculture*.

To the west: I-2 (Light Industrial) District; parking area associated with building on the site. *and Warehouse*

To the south: City-OS (Open Space) District; cemetery

To the east: I-2 (Light Industrial) District; other property within this industrial development with a paving company and a warehouse

Legal Description:

Lot 5, Maple Grove North No. 3

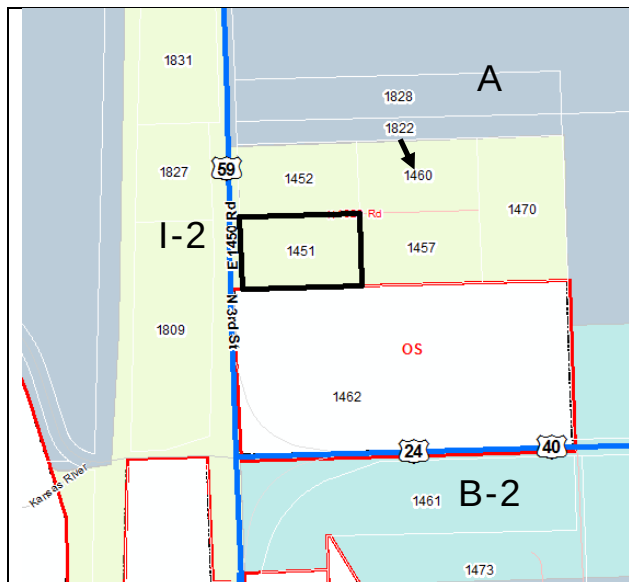


Figure 1a. Zoning in the area. White areas outlined in red are located within the city limits of Lawrence. Subject property is outlined.



Figure 1b. Land Use in the area. Industrial land uses surround the subject property. Maple Grove Cemetery is located to the south.

SITE SUMMARY		
	Existing	Proposed
Land Area (acres) :	3.12 (135,753 square feet)	3.12 (135,753 square feet)
Building Footprint (square feet):	27,323	28,279
Total Impervious Area (square feet):	47,316	65,501
Total Pervious Area (square feet):	88,437	70,252

SUMMARY OF REQUEST

The property was previously used as an agricultural research facility. This project includes a change of use to *Offices* and *Contractors Shop and Storage Yard* along with the following physical changes:

- 1) Demolition of a one-story portion of the west side of the building and construction of a two-story, 4,756 square foot building addition in this location. The footprint of the new building will be approximately 956 square feet larger than the current building.
- 2) Extension of the asphalt parking area along the west side of the property by 3,240 square feet to accommodate 8 new parking spaces.
- 3) Addition of 20 parking spaces on the north and south side of the northern access drive and conversion of this drive from gravel to asphalt.
- 4) Refueling area south of the building converted to truck and exterior storage area.
- 5) Addition of a 6-inch concrete slab for landscape material storage in the southwest portion of the site.
- 6) Addition of a 6-foot wood screening fence around the storage yard.

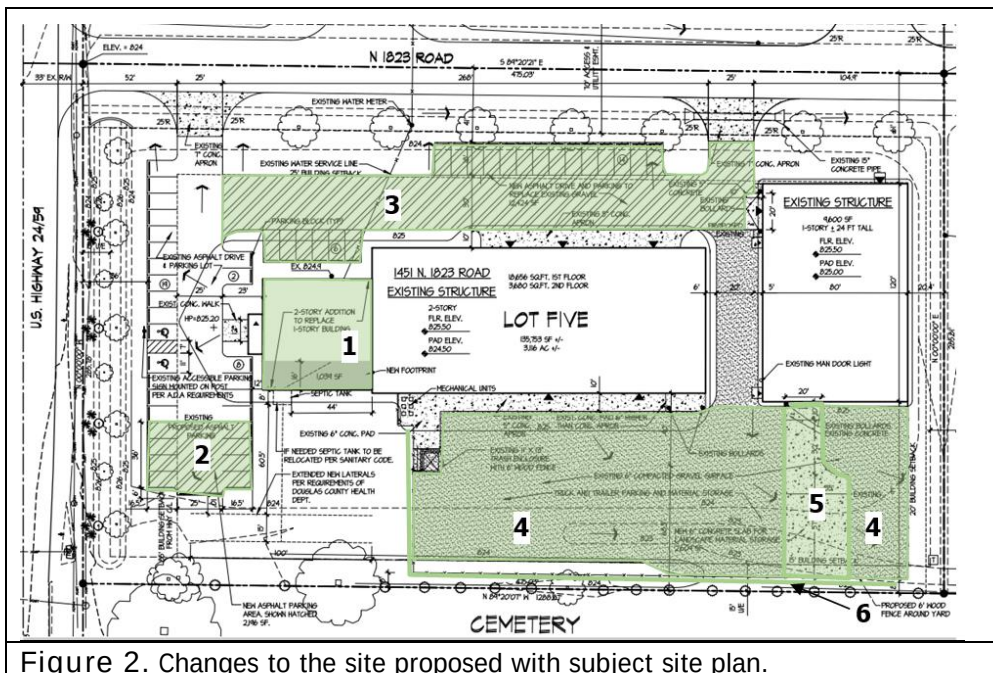


Figure 2. Changes to the site proposed with subject site plan.

As shown in the table below, the development complies with the setback requirements in the I-2 Zoning District and with the building setbacks shown on the final plat for Maple Grove Addition No. 3.

I-2 District	Required	Provided
Base setback	60 feet from highway centerline	85 feet total setback required/ approximately 122 feet provided
Front setback	25 feet from base setback	
Side setback	10 feet	South side: 15 foot wide setback established with the plat, buildings set back 105 feet from south side property line; North side: 25 foot wide setback from the access and utility easement established with the plat, buildings set back 26 feet from the access utility easement
Rear setback	20 feet	20 foot

The Zoning Regulations establish parking requirements for general categories. The proposed use, *Contractors Shop and Storage Yard*, isn't listed specifically but would be most similar to the use category 'Manufacturing or industrial establishment, research or testing laboratory, creamery, bottling plant, wholesale warehouse, or similar establishment.' A minimum of 1 parking space is required for 2 employees based on the largest shift along with spaces for storage of trucks or other vehicles used in connection with the business.

Use	Requirement	Required	Provided
Contractor's Shop and Storage Yard	1 space per 2 employees on maximum shift* along with spaces for storage of vehicles used in connection with the business	32 employees: 16 parking spaces	49 spaces
Office	1 space per 400 square feet	12,805 square feet of office space: 32 parking spaces	
Total		48 parking spaces	
ADA parking	Parking areas with 26 to 50 spaces require 2 ADA spaces	44 parking spaces: 2 ADA accessible spaces	2 ADA spaces

Findings

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

1. The proposed use is permitted in the district in which the property is located;
This property is zoned I-2 (Light Industrial) District. The proposed uses, *Offices* and *Contractor's Shop and Storage Yard*, are permitted in the I-2 District with site plan approval.
2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
The design of the site was approved with previous site plans and the general layout remains the same. The size of the building will be increased with the replacement of the one-story annex on the west side with a two-story annex with a slightly larger footprint. Twenty-eight additional parking spaces will be added to accommodate the new use. No new exterior lighting is proposed with this plan. Any new exterior lighting will require the submittal of a lighting plan to the Planning office for approval prior to installation.

Access is prohibited from the highway but is taken from the shared drive to the north. While the shared drive to the north is not currently a street, it functions as a street; therefore, trees were required to be planted along the frontage adjacent to the shared drive. Buffering landscaping was added along the south property line to buffer the facility from the cemetery and landscaping in the form of trees and clumps of shrubs were planted along the highway to the west. No additional landscaping is required with this plan, but all landscaping shown on the plan must be provided prior to issuance of a certificate of occupancy.

The change of use includes the addition of exterior storage of construction materials and fleet vehicles. The property is adjacent to the industrial zoning district and uses on the west, north, and east, but is adjacent to the Maple Grove Cemetery on the south. The plan notes that a 6-foot tall wood fence will be installed along the perimeter of the storage area to screen it from the cemetery.

The arrangement of the buildings, lighting, landscaping, and drainage is compatible with adjacent land uses.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
No change is being made to the access. The site, as well as other properties along the shared access drive, labeled N. 1823 Road, take access from this drive. N. 1823 Road then provides one access point on the highway.
4. The site plan provides for the safe movement of pedestrians within the site;
Pedestrian traffic is expected between the parking area and the offices. The parking area is within close proximity to the building entrance on the west side of the building and a walkway connects the parking area to the building. The remainder of the site will be used for the contractor shop and yard and pedestrian traffic is not anticipated in this area.

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

The Zoning Regulations do not specify an amount of landscape material (trees and shrubs) required for a specific use. The original site was developed with trees and shrubs and the site plan shows this approved landscaping. The pictures in Figure 3 illustrate the building view from the adjacent streets/drives.

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



Figure 3a. View from Hwy 24/59 / E. 1450 Road



Figure 3b. View from N 1823 Road

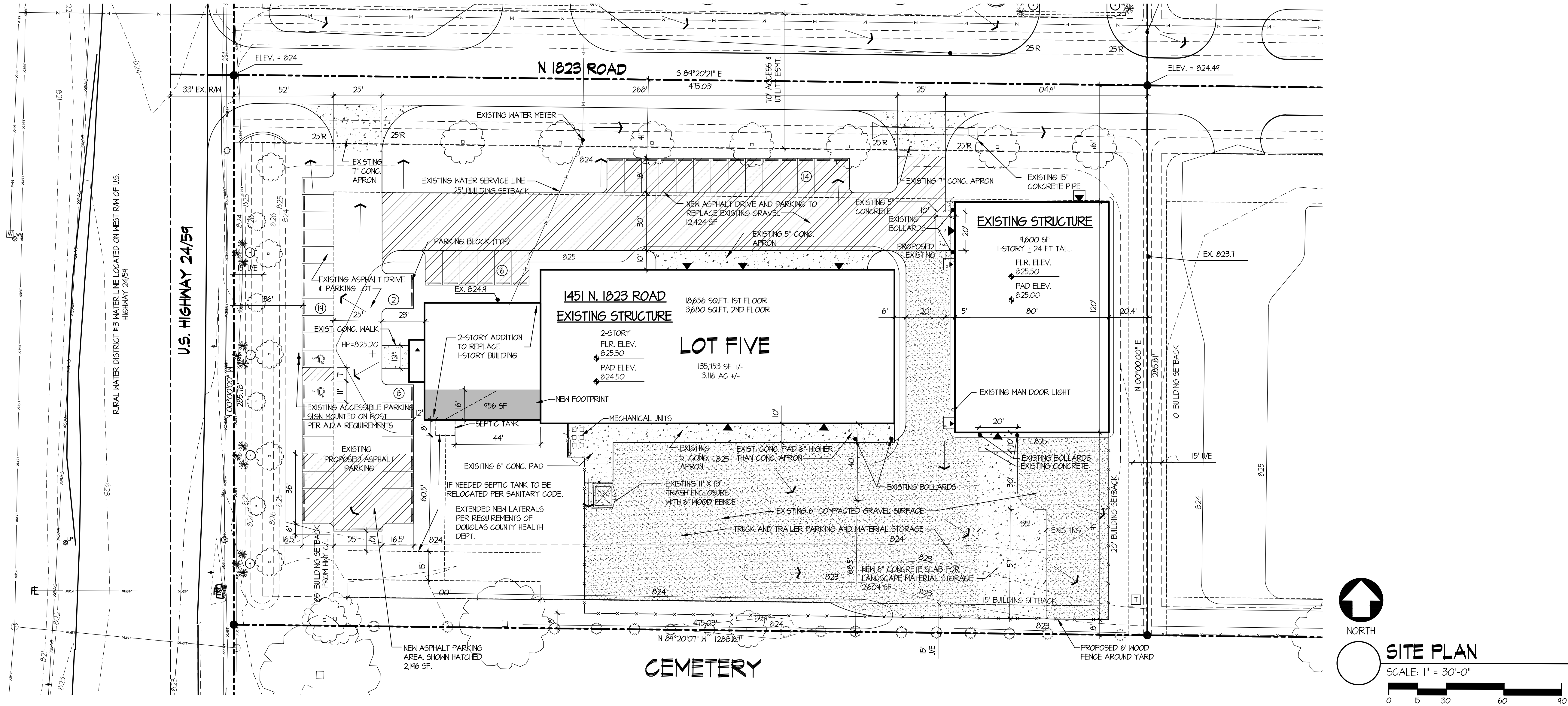
6. All outdoor trash areas are screened

The outdoor trash areas are shown screened with 6-foot tall wooden fencing.

Conclusion

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

J:\Project\194-000\194-450\CAD & CAD PDF\55616\CAD\VISITE PLAN\2014-450 site plan.dwg (SP-1) / / / / Plotted on: Aug 24, 2014 - 4:32am



LEGAL DESCRIPTION:

MAPLE GROVE NORTH NO. 3, LOT 5

PROJECT SUMMARY:

- 1.1 CURRENT ZONING: I-2
- 1.2 CURRENT USE: 271,800 SQ. FT. KANSAS SOYBEAN RESEARCH
- 1.3 PROPOSED USE: FIRST MANAGEMENT/ FIRST CONSTRUCTION/ OFFICE/ SHOPS. 10,656 SQ.FT. 1ST FLOOR AND 3,680 SQ.FT. 2ND FLOOR.
- 1.4 LAND AREA: 3,116 ACRES (135,753 SQ. FT. +/-)
- 1.5 DENSITY PROPOSED: N/A

GENERAL NOTES:

- 2.1 SITE PLAN HAS BEEN DESIGNED TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR BUILDINGS AND FACILITIES, APPENDIX A TO 28 CFR PART 36.
- 2.2 THIS PLAN FOR COUNTY APPROVAL ONLY. NOT TO BE USED FOR CONSTRUCTION.
- 2.3 ALL RAMPS BY ADA STANDARDS.
- 2.4 ALL EXTERIOR LIGHTING WILL BE SHIELDED, DOWNWARD DIRECTED FLOOD LIGHTS MOUNTED AT BUILDING EAVE HEIGHT (10 FEET) TO COMPLY WITH THE AIR SPACE CONTROL AREA DISTRICT OF THE LAWRENCE MUNICIPAL AIRPORT.
- 2.5 THE OWNER(S), EXECUTOR(S), THEIR SUCCESSORS AND ASSIGNS HEREBY AGREE NOT TO PROTEST ANNEXATION OF LOT 5, MAPLE GROVE NORTH NO. 3 AT SUCH TIME AS THE CITY OF LAWRENCE SANITARY SEWER LINES ARE CONSTRUCTED WITHIN 200 FEET OF ANY STRUCTURE UPON SAID LOT 5.
- 2.6 THE OWNER(S), EXECUTOR(S), THEIR SUCCESSORS AND ASSIGNS HEREBY AGREE NOT TO PROTEST THE FORMATION OF A BENEFIT DISTRICT FOR SANITARY SEWER IMPROVEMENTS.
- 2.7 THE USE OF THIS PROPERTY SHALL NOT INTERFERE WITH THE OPERATION OF THE LAWRENCE MUNICIPAL AIRPORT PER SECTION 20-302 OF THE LAWRENCE ZONING ORDINANCE, JULY 31, 2006. PROPERTY IS LOCATED IN THE HORIZONTAL ZONE, MAX. BUILDING HEIGHT 150 FEET ABOVE AIRPORT ELEVATION.
- 2.8 TOPOGRAPHIC INFORMATION, OBTAINED FROM SURVEY PERFORMED BY LANDPLAN ENGINEERING IN 2008. FLOODPLAIN INFORMATION OBTAINED FROM FEMA AND CITY OF LAWRENCE MAPS IN 2013.

PARKING INFORMATION:

- 3.1 REQUIRED WAREHOUSE: 1 SPACE PER 2 EMPLOYEES ON MAX WORKING SHIFT *PLUS 1 SPACE FOR EACH TRUCK USED/STORED FOR BUSINESS* = 32/2=16
OFFICE: 1 SPACE PER 400SF = 12,805/400=32

TYPE:	REQUIRED:	PROVIDED:
REGULAR	46	47
ACCESSIBLE	2	2
TOTAL:	48	49
BICYCLE	0	0

*ALL SPACES FOR TRUCKS USED FOR BUSINESS LOCATED INSIDE OR ON SOUTH LOT.

- 3.2 TYPICAL DIMENSIONS:
R' SPACES - 9' X 10' (16.5' + 15' OVERHANG AT SIDEWALKS)
SIDEWALKS SHALL BE 4' CONCRETE - 5' OR 6.5' WIDE DEPENDING UPON THE LOCATION.
H' SPACES - 8' X 20' (5' OR 6' AISLE)

- 3.3 PAVEMENT:
APPROACHES: 1" - 4000 PSI CONCRETE W/ #5 BARS 12" O.C.B.W.
DRIVES: MIN. 6" ASPHALT ON 4" GRAVEL OR 5" CONCRETE
PARKING AREAS: MIN. 5" ASPHALT ON 4" GRAVEL OR 4" CONCRETE

- 3.4 OPTIONAL GRAVEL PER OWNER.

LANDSCAPING NOTES:

SYM.	DESCRIPTION	QTY.	APPROVED TYPES	BOTANICAL NAMES	SIZE	COND.
	EXISTING TREES	20	CRABAPPLE SNAI TOOTH OAK NORWAY MAPLE THORNLESS HONEY LOCUST	MALUS SP. QUERCUS ACUTISSIMA ACER RUBRUM 'RED SUNSET' GLEDETISIA TRIACANTHOS VAR. INERMIS	EXISTING	EXISTING
	EXISTING EVERGREEN TREES	16	EASTERN RED CEDAR	JUNIFERUS VIRGINIANA	2'-2 1/2' CAL.	B & B
	EXISTING EVERGREEN SHRUBS	12	GOLD COAST JUNIPER	JUNIFERUS CHINENSIS		
	EXISTING SHRUBS	4	BURNING BUSH ROSE OF SHARON	QUERCUS ACUTISSIMA ACER RUBRUM 'RED SUNSET'		

- 4.1 THERE MUST BE A MIN. OF (2) SPECIES USED IN EACH CATEGORY.

- 4.2 ALL TURF AREAS TO BE SEEDDED WITH K-31 FESCUE

IMPERVIOUS SURFACE SUMMARY:

PROJECT SITE: 3,116 ACRES (135,753 SQ. FT. +/-)

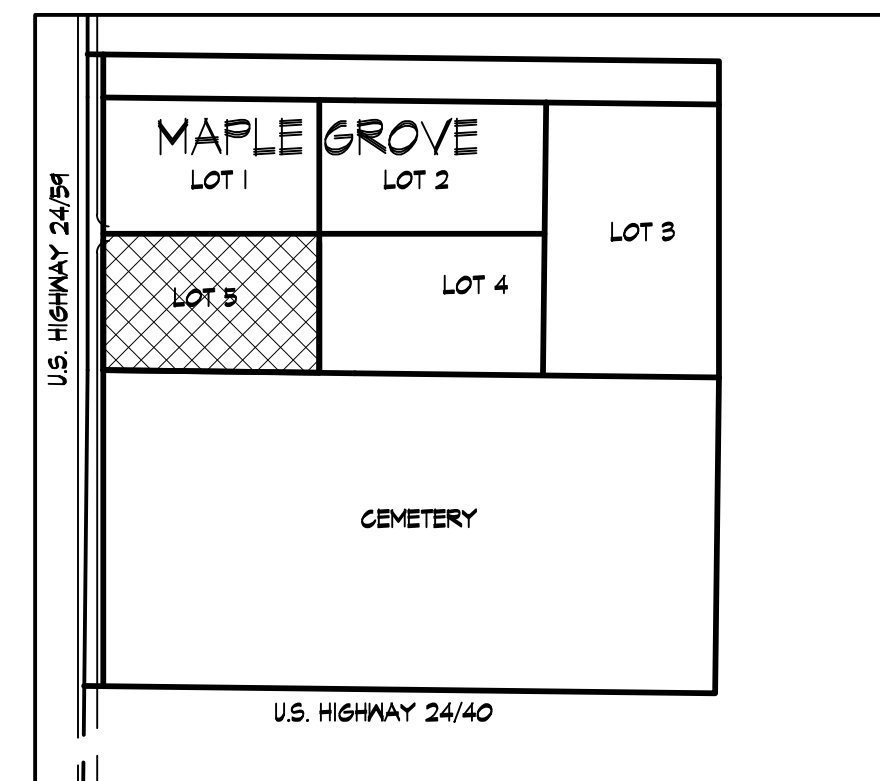
EXISTING CONDITIONS:	SQ. FT.	AC	PROPOSED CONDITIONS:	SQ. FT.	AC
BUILDING FOOTPRINT:	21,523	0.621	BUILDING FOOTPRINT:	28,274	0.644
PAVEMENT AREAS:	14,949	0.494	PAVEMENT AREAS:	91,222	0.855
TOTAL IMPERVIOUS:	47,316	1.086	TOTAL IMPERVIOUS:	65,501	1.504
TOTAL PERVIOUS:	88,437	2.030	TOTAL PERVIOUS:	10,252	1.612
TOTAL LAND AREA	135,753	3.116	TOTAL LAND AREA	135,753	3.116

BENCHMARKS:

BENCHMARK #1:
THREE 60" NAILS IN WEST FACE OF UTILITY POLE LOCATED 20' SOUTH OF THE N.W. BOUNDARY CORNER OF LOT 2.
ELEVATION = 821.64

LOCATION MAP:

NOT TO SCALE



SITE PLAN

SCALE: 1" = 30'-0"



paulwerner
ARCHITECTS

123 W. 8th STREET
SUITE B2
LAWRENCE, KS 66044

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FIRST MANAGEMENT
FIRST CONSTRUCTION
1451 N. 1823 ROAD
LAWRENCE, KS

PROJECT # 219-450
MAY 2019

RELEASE	DATE:
1.0	05.31.19
2.0	08.04.19
2.1	08.26.19
2.2	08.28.19
2.3	08.29.19

Approved and Released

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

City of Lawrence
Douglas County
Lawrence, KS 66044

SP-1