

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## **WEDNESDAY, SEPTEMBER 9, 2009**

4:00 p.m. – County Commission Meeting

-Convene

-Proclamation for "International Literacy Week" September 6-12, 2009 (Betty Parks)

-Proclamation for "National Preparedness Month" September 2009 (Teri Smith)

## **CONSENT AGENDA**

(1)(a) Consider approval of Commission Orders;

(b) Consider adoption of Resolution No. 09-32 amending section 12-324 in the Zoning Regulations, Chapter XII, Article 3 of the County Code, creating the authority for commission consideration and approval of conditional zoning map amendments (Linda Finger)

## **REGULAR AGENDA**

(2) Consider adopting special rules for special music event at Lone Star Lake (Keith Browning)

(3) Consider approving renewal of the Communities Fisheries Assistance Program (Keith Browning)

(4) Consider approval of the formation of a local Food Policy Council (Emily Jackson)

(5) Other Business

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

(b) Appointments

(c) Miscellaneous

(d) Public Comment

(6) Adjourn

## **WEDNESDAY, SEPTEMBER 16, 2009 (no meeting at 4:00; start time at 6:35)**

-Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

-Consider and adopt Resolution relating to the County's issuance of General Obligation Refunding and Improvement Bonds, Series 2009-A. (Evan Ice)

-Consider Mid-States Material's detailed reclamation plans for Phases 1A, 2, 3 and 4 of the Big Springs Quarry; 2 North 1700 Road. Submitted by Professional Engineering Consultants for Mid-States Ventures, L.L.C., property owner of record. (Mary Miller is the Planner)

## **TUESDAY, SEPTEMBER 22, 2009**

-4:00 – 6:00 p.m. - Joint City/School District/County Commission meeting Last night, the City Commission confirmed that Tuesday, September 22, 4 to 6 p.m., at City Hall

1) Call to Order

2) Discussion of school issues, including:

A) Presentation of USD goals

B) Presentation and discussion of plans for land being purchased by USD 497 that is located in SE corner of the district

C) Discussion of possible reconfiguration of school boundaries

- D) Progress report on new stadium facilities,
- E) Discussion of 2010 budget cuts

3) Presentation of City of Lawrence Goals

4) Discussion of economic development issues, including:

- A) Discussion of development efforts on the 87acre site owned by DCDI located east of East Hills Business park
- B) Bio-Science Incubator plans
- C) Other incubator plans

**WEDNESDAY, SEPTEMBER 23, 2009**

-Douglas County Community Corrections Year End Quarterly Report for FY2009 (Ron Stegall)

**WEDNESDAY, SEPTEMBER 30, 2009**

-Road Issue (Solbach)

**WEDNESDAY, OCTOBER 7, 2009**

Swearing in of County Treasurer, Paula Gilchrist for a 2<sup>nd</sup> term (Judge Robert Fairchild)  
Proclamation -October 10, 2009 as "Put the Brakes on Fatalities Day."

**WEDNESDAY, NOVEMBER 4, 2009**

-Lone Star Weed Discussion

**FRIDAY, NOVEMBER 6, 2009**

9:00 a.m. -Canvass for Baldwin Special Election

*Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 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**  
for Douglas County, Kansas

**WHEREAS:** *Ninety million American adults may lack the literacy skills needed to obtain good jobs or to actively participate in the education of their children; and it is estimated that 860 million of the world's adults do not know how to read or write and that more than 100 million children lack access to education.*

**WHEREAS:** *Altrusa International, Inc., an organization of executive and professional women committed to community service, has pledged to work toward worldwide literacy; and*

**WHEREAS:** *The community of Lawrence has residents of all ages, in every neighborhood, who are functionally illiterate; and*

**WHEREAS:** *Altrusa International, Inc., of Lawrence is the underwriting sponsor of the River City Reading Festival, has supported New York Elementary School with a large donation of books as well as provided volunteers as elementary reading companions, has provided books to Women's Transitional Care Services (WTCS) and First Step House, has provided large print books and subscriptions to Lawrence Senior Services, provided newspaper subscriptions to Health Care Access, and has implemented the ongoing Newborn Book Project at Lawrence Memorial Hospital, and thereby encourages reading and the promotion of life-long literacy for the residents of Lawrence;*

*NOW, THEREFORE, the Board of County Commissioners of Douglas, Kansas, do hereby proclaim September 6-12, 2009 as*

**"INTERNATIONAL LITERACY WEEK"**

and urge all citizens of this community to continue working together in addressing literacy needs in Lawrence and Douglas County.

**BOARD OF COUNTY COMMISSION  
OF DOUGLAS COUNTY, KANSAS**

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

\_\_\_\_\_  
Jim Flory, Vice-Chair

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

**PROCLAMATION**  
**NATIONAL PREPAREDNESS MONTH**  
**SEPTEMBER 2009**

**WHEREAS**, National Preparedness Month is a nationwide effort held each September; and

**WHEREAS**, the goal of the sixth annual National Preparedness Month is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action; and

**WHEREAS**, no community is truly prepared for a disaster until every individual, family and business takes personal responsibility for preparedness; and

**WHEREAS**, the U.S. Department of Homeland Security, through its Ready campaign and Citizens Corps program, works with a wide variety of organizations, including local, state and federal government agencies and the private sector, to highlight the importance of emergency preparedness and to promote individual involvement through events and activities across the nation; and

**WHEREAS**, all Americans need to take some simple steps to prepare for emergencies, including getting an emergency supply kit, making a family emergency plan, being informed about different threats and getting involved in preparing their communities; and

**WHEREAS**, the flooding, record and near-record snowfall, severe storms, severe winter storms, straight-line winds and tornadoes in Central, Southeastern and Southern Kansas in 2009, illustrate the potential devastation to communities and highlight the importance of preplanning disaster response and sheltering operations; and

**WHEREAS**, the citizens of Douglas County should join with citizens across the nation to ensure we have taken the necessary actions, including accessing all available disaster preparedness information.

**NOW, THEREFORE, BE IT RESOLVED** that Douglas County does hereby proclaim the month of September to be "National Preparedness Month" and that Douglas County will continue to participate in efforts that ensure we have an integrated disaster response capability so all emergency responders and the general public can work together effectively.

**PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY ON THIS 9th OF SEPTEMBER, 2009.**

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

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

\_\_\_\_\_  
Jim Flory, Vice-Chair

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

Resolution No. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ADOPTING TEXT AMENDMENTS TO THE ZONING REGULATIONS FOR UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS, AS CODIFIED IN THE DOUGLAS COUNTY CODE

**WHEREAS**, on September 23, 1966, the Board of County Commissioners of Douglas County, Kansas (the "Board") adopted the Douglas County Zoning Resolution which applied to the unincorporated territory of Douglas County, Kansas (the "County").

**WHEREAS**, on September 11, 1985, by Resolution 85-46, the Board codified such zoning regulations, together with all amendments that had previously been made thereto.

**WHEREAS**, on March 30, 3009, by Resolution 09-11, the Board recodified the such zoning regulations, together with all amendments that had previously been made thereto, into the Douglas County Code, which zoning regulations have been subsequently amended in certain respects and such zoning regulations, as previously amended, are hereinafter referred to as the "Zoning Regulations."

**WHEREAS**, pursuant to applicable law, including but not limited to Chapter 12 of Article 7 of Kansas Statutes Annotated, K.S.A. 19-101a, and Section 12-104 of the Douglas County Code, the Board has legislative authority over zoning, subdivision control, and other planning regulations governing land within the unincorporated area of Douglas County, and has the authority to amend the Zoning Regulations applicable to land in the unincorporated areas of Douglas County.

**WHEREAS**, after due and lawful notice and hearing, the Lawrence-Douglas County Planning Commission, on August 24, 2009, recommended certain text amendments to the Zoning Regulations relating to conditional zoning.

**WHEREAS**, on September 2, 2009, at its' regularly scheduled meeting, the Board considered the proposed text amendments and voted unanimously to approve the text amendments.

**WHEREAS**, the Board adopts this Resolution to formally approve and adopt the proposed text amendments, but in adopting this Resolution the Board makes clear that conditional zoning, in which rezoning to a different zoning district is approved subject to certain use restrictions, is something that the Board intends to reserve for exceptional and unique circumstances and, as a matter of policy, does not to intend to do so on a regular basis.

**NOW, THEREFORE**, the Board of County Commissioners of Douglas County, Kansas, sitting in regular session this 9th day of September, 2009, and intending to exercise its statutory powers, including its powers of home rule legislation pursuant to K.S.A. 19-101a, does hereby resolve as follows:

1. TEXT AMENDMENT TO SECTION 12-324 OF THE DOUGLAS COUNTY CODE. Section 12-324 of the Douglas County Code, being the portion of the Zoning Regulations relating to changes and amendments, as previously amended, is hereby amended to read as follows (underlined text is new and stricken text is deleted):

12-324 CHANGES AND AMENDMENTS

12-324-1.

12-324-1.01. The Board of County Commissioners may, from time to time, amend, supplement, or change, by resolution, the boundaries of the districts or the regulations herein established. The resolution shall become effective upon publication thereof in the official county paper.

12-324-1.02. An amendment, supplement, or change to these regulations may be initiated by the Board of County Commissioners, Planning Commission or by an application of one or more owners of property affected by the proposed amendment, supplement or change.

12-324-1.03 The Board of County Commissioners, from time to time, may supplement, change or generally revise the boundaries or regulations contained in zoning regulations by amendment. A proposal for such amendment may be initiated by the Board of County Commissioners or the Planning Commission. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the amendment may be initiated by application of the owner of property affected. Such application shall be made at least forty-five days prior to a regularly scheduled Planning Commission meeting.

Any such amendment, if in accordance with the land use plan or the land use element of a comprehensive plan, shall be presumed to be reasonable. The criteria for evaluation shall include, but not be limited to, the following when approving or disapproving a rezoning request:

- a. Zoning and Uses of Properties Nearby;
- b. Character of the Area;
- c. Suitability of Subject Property for the Uses to Which It has been Restricted;
- d. Length of Time Subject Property has Remained Vacant as Zoned;
- e. Extent to Which Removal of Restrictions will Detrimentially affect Nearby Property;
- f. 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;
- g. Conformance with the Comprehensive Plan; and,
- h. Professional Staff Recommendation.

All such proposed amendments first shall be submitted to the Planning Commission for a recommendation. The Planning Commission shall hold a public hearing thereon, and shall give notice of the public hearing by publication at least once in the official newspaper a minimum of 20 days prior

to the date of the hearing. Such notice shall fix the time and place for such hearing and contain a statement regarding the proposed changes in regulations or restrictions or in the boundary or classification of any zone or district. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the property shall be designated by legal description or a general description sufficient to identify the property under consideration.

In addition to such publication notice, written notice of such proposed amendment shall be made at least 20 days before the hearing to all owners of record of lands located within at least 1,000 feet of the area proposed to be altered. Notice of the county's action shall extend 200 feet in those areas where the notification area extends within the corporate limits of a city. All notices shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been properly addressed and deposited in the mail, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Planning Commission or the Board of County Commissioners.

Such notice is sufficient to permit the Planning Commission to recommend amendments to zoning regulations which affect only a portion of the land described in the notice or which give all or any part of the land described a zoning classification of lesser change than that set forth in the notice. A recommendation of a zoning classification of lesser change than that set forth in the notice shall not be valid without republication and, where necessary, remailing, unless the Planning Commission has previously established a table or publication available to the public which designates what zoning classifications are lesser changes authorized within the published zoning classifications.

At any public hearing held to consider a proposed rezoning, an opportunity shall be granted to interested parties to be heard.

12-324-2. Action by the Planning Commission. The hearing may be adjourned from time to time and at the conclusion of the same, the Planning Commission shall prepare its recommendations and findings of fact. ~~A majority of the members of the Planning Commission present and voting at the hearing shall be required to recommend approval or denial of the amendment to the Board of County Commissioners. If the Planning Commission fails to make a recommendation on a rezoning request, the Planning Commission shall be deemed to have made a recommendation of disapproval.~~ After the conclusion of the public hearing on the proposed amendment, the following shall apply:

- a. The Planning Commission may take any action that is consistent with the regulations of this Article, the Douglas County Code, by-laws adopted by the Planning Commission, and the notice given.
- b. The Planning Commission's action may include recommending

- approval of the proposed amendment, recommending approval with conditions or modifications, or recommending disapproval.
- c. The Planning Commission may recommend conditions or modifications if the effect of the condition or modification is to limit the allowed uses or to allow a lesser change from the rezoning requested in the proposed amendment; provided, however, that any recommendation of a zoning classification of lesser change from the zoning set forth in the published notice shall not be valid without republication and, where necessary, remailing notice to property owners entitled to mailed notice, unless the lesser change is consistent with any lesser change table the Planning Commission has previously established in accordance with Section 12-324-2.01.
  - d. The Planning Commission may not recommend greater density of development, intensity of use, or a more intense zoning district classification than was specified in the published notice.

A majority of the members of the Planning Commission present and voting at the hearing shall be required to make a recommendation to the Board of County Commissioners. If the Planning Commission fails to make a recommendation on a rezoning request, the Planning Commission shall be deemed to have made a recommendation of disapproval.

12-324-2.01 Lesser Change Table. Pursuant to K.S.A. 12-757 the planning commission may adopt a "Lesser Change Table". The Lesser Change Table is for the use of the planning commission in determining when republication of a zoning application is required. The table lists zoning classifications in descending order from the least intense to the most intense zoning district. A copy of the Lesser Change Table ~~is~~ shall be available and on file at the Lawrence-Douglas County Metropolitan Planning Office.

12-324-3 Action by the Board of County Commissioners. When the Planning Commission submits a recommendation and findings of fact for ~~of~~ approval, approval with conditions or modifications, or disapproval of a proposed amendment, the following shall apply: ~~or disapproval of such amendment and the findings of fact therefore, the Board of County Commissioners may:~~

- ~~01. Adopt such recommendation by resolution;~~
- ~~02. Override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Board of County Commissioners; or~~
- ~~03. Return such recommendation to the Planning Commission with a statement specifying the basis for the Board of County Commissioners' failure to approve or disapprove.~~

~~If the Board of County Commissioners returns the Planning Commission's recommendations, the Planning Commission, after considering the same, may resubmit its original recommendation giving the reasons therefore or submit a new and amended recommendation and findings of fact. Upon the receipt of such recommendation, the Board of County Commissioners, by a simple majority thereof, may adopt or may revise or amend and adopt such recommendation and findings of fact by resolution, or it need take no further action thereon.~~



~~If the Planning Commission fails to deliver its recommendation to the Board of County Commissioners following the Planning Commission's next regular meeting after receipt of the Commission's report, the Board of County Commissioners shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.~~

- a. The Board of County Commissioners may approve, approve with conditions or modifications, or deny the proposed amendment; or
- b. The Board of County Commissioners may return the proposed amendment to the Planning Commission for further consideration, together with a written explanation of the reasons for the Board of County Commissioners' failure to approve or disapprove.
  - 1. The Planning Commission, after considering the explanation by the Board of County Commissioners, may resubmit its original recommendations with its reasons for doing so or may submit a new or amended recommendation.
  - 2. Upon the receipt of such recommendation, the Board of County Commissioners may, by a simple majority vote, approve the proposed amendment, approve it with conditions or modifications, or deny it.
  - 3. If the Planning Commission fails to deliver its recommendations to the Board of County Commissioners following the Planning Commission's next regular meeting after receipt of the Board of County Commissioners' report, the Board of County Commissioners will consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendations and proceed accordingly.
- c. The Board of County Commissioners may act by a simple majority vote, except in the following cases:
  - 1. An action that overrides the Planning Commission's recommendations, in which case the decision shall be by a 2/3 majority vote of the membership of the Board of County Commissioners; or
  - 2. Approval, or approval with conditions or modifications, when a valid protest petition has been submitted in accordance with Section 12-324-4, in which case the voting requirements in Section 12-324-4 shall apply.

The Board of County Commissioners may allow or impose conditions or modifications on the proposed amendment if the effect of the condition or modification is to limit the allowed uses, to allow a zoning classification of lesser change, or to reduce the amount of land area included in the proposed amendment. The Board of County Commissioners may not approve a greater density of development, intensity of use, or a more intense zoning district classification than was specified in the published notice. The proposed amendment ~~rezoning~~ shall become effective upon publication of the adopting Resolution.

12-324-3.01 Conditions of Approval. When the procedures of this Article allow the Planning Commission to recommend or the Board of County Commissioners to approve applications for zoning map amendment with conditions, the conditions shall relate to a situation created or aggravated by the proposed use or development. When conditions are imposed, an application will not be deemed to be approved until the applicant has complied with all of the conditions.

12-324-4 Regardless of whether or not the Planning Commission recommends approval, approval with conditions or modifications, or disapproval a zoning amendment, if a protest petition against such amendment is filed in the office of the county clerk within 14 days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of record of 20% or more of any real property proposed to be rezoned or by the owner of record of 20% or more of the total area required to be notified by this act of the proposed rezoning of a specific property, excluding streets and public ways, the resolution adopting such amendment shall not be passed except by at least a  $\frac{3}{4}$  vote of all of the members of the Board of County Commissioners. The foregoing supermajority voting requirement, however, shall not apply if K.S.A. 12-757(g) or other applicable law requires approval by only a majority of the Board of County Commissioners.

12-324-5

- a. No application for an amendment, supplements, or change to the "Zoning Regulations for Unincorporated Territory of Douglas County, Kansas". Including the zoning map, conditional use permits, and Community Unit Plans, shall be accepted by the Lawrence-Douglas County Planning Commission if an application for the same amendment, supplement, or change has been denied by the Board of County Commissioners within the preceding twelve months. The withdrawal of an original application after it has been advertised for public hearing shall constitute a denial of the application just as if the public hearing had commenced and been concluded.
- b. Irrespective of paragraph a. above, an application for the rehearing may be accepted by the Lawrence-Douglas County Planning Commission within twelve months after a denial if it is accompanied by an affidavit setting forth facts, which, in the judgment of the Planning Commission, constitute a substantial change from the original application. All requests for rehearing as provided for in this section shall be submitted to the Lawrence-Douglas County Planning Department fifteen days prior to a regularly scheduled meeting of the Lawrence-Douglas County Planning Commission and shall be included on the agenda for that meeting as no-public hearing item. If the Planning Commission determines that the application constitutes a substantial change from the original application, the item shall be advertised and a public hearing shall be held at the next regularly scheduled meeting of the Lawrence-Douglas County Planning Commission.

12-324-6      Within 30 days of the final decision of the Board of County Commissioners, any person aggrieved thereby may maintain an action in the District Court of Douglas County to determine the reasonableness of such final decision.

2.      **REPEAL OF PRIOR PROVISIONS.** Section 12-324 of the Douglas County Code, as in existence prior to the effective date of this Resolution, is repealed.

3.      **SEVERABILITY.** If any section, clause, sentence, or phrase of this Resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Resolution; provided, however, that if this Resolution shall be held invalid or ineffectively adopted, then the Zoning Regulations contained in the Douglas County Code, as existing prior to the adoption of this Resolution shall continue in force.

4.      **EFFECTIVE DATE.** This Resolution shall take effect and be in force from and after its adoption and publication once in the official County newspaper.

**ADOPTED** by the Board of County Commissioners of Douglas County, Kansas, this 9<sup>th</sup> day of September, 2009.

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

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

\_\_\_\_\_  
Jim Flory, Commissioner

\_\_\_\_\_  
Mike Gaughan, Commissioner

**ATTEST:**

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



## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

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

### MEMORANDUM

To : Board of County Commissioners

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

Date : August 25, 2009

Re : Consider adopting special rules for special music event at Lone Star Lake

Doug Dubois has inquired about holding an old-time string music "mini-festival" at Lone Star Lake campground October 10 (see attached copy of email). October 10 is the last Saturday of the camping season, which ends October 15. He is requesting the BOCC adopt special rules for this event, in particular altering the following rules & regulation:

- Quiet hours from 10:00 PM to 6:00 AM
- A maximum of two tents per campsite

This department has no problem with the request. Mr. Dubois says in his email they will "leave the grounds cleaner than we found them". However, the BOCC may consider requiring a \$500 deposit to cover possible department costs for post-event clean-up.

Action required: Consider adopting special rules & regulations for a special event at Lone Star Lake.

## PW - Browning, Keith

---

**From:** d o u g d u b o i s [doug@oldtimefiddle.us]  
**Sent:** Wednesday, August 05, 2009 4:31 PM  
**To:** PW - Admin email group  
**Subject:** Lone Star Lake special event

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Mr. Browning and staff,

I am interested in permission to hold a special event at Lone Star Lake, possibly on October 10 of this year. I am a fiddler who plays old-time stringband music, I owned a music hall in downtown Lawrence many years ago, and my wife and I have produced numerous low-key festivals, concerts and dances over the years. We've resided in Douglas County for over 32 years. I work at KalScott Engineering and Bayliss works in the KU libraries.

What we have in mind for Lone Star Lake is a small, laid-back, one-evening stringband "mini-festival." Lawrence now has 10 or more stringbands that play old-time music, which is the fiddle/banjo/vocal tradition that bluegrass grew out of. I have been making pilgrimages to West Virginia and surrounding areas for 20 years now in an effort to bring the best of this tradition back to Kansas and reinvigorate our local stringband scene. Bringing these local musicians together for music and camaraderie is an important part of this effort, as well as helping to get their music in front of appreciative audiences.

We would like to eat, play and camp together for one fall afternoon and evening (October 10). We would like to feature some local bands in a  
concert, with a low-power sound system that is appropriate to the campground and no louder (more for balance than volume, and it can be powered by battery if there is no AC available nearby). A corner of the Lone Star campground would seem ideal for this event, and I believe most campers that already happen to be there would be appreciative of the music. Depending on how we promote the event, we might bring a total crowd of 80-200 people, with maybe half of them camping overnight.

In your posted rules and regulations for Lone Star Lake Park, I see that "the board may adopt special rules to govern special events." If you might be amenable to the kind of event we have in mind, we would be interested in a small variance to the quiet hours rule. Our needs would be well served if we could operate the low-power sound system from 6pm-10pm, and then allow unamplified acoustic instruments and singing (jamming) until 1-2am. We would also ask if the 2 tents per campsite rule could be relaxed for this evening so we could camp closer together (perhaps charge \$7 per tent instead of per campsite), and if there is any way the most suitable location for this event could be reserved in advance. Perhaps the fact that this would take place a few days before the park closes for the year might make this less of an issue.

I can assure you that our crowd is a courteous and well-behaved one, and I'll describe the Appalachian Music Stringband Festival in Clifftop, WV as evidence of this. The event is put on in George Washington Carver State Park, a division of the Babcock State Park. Between 3,000 and 4,000 old-time musicians from all over the world convene there every summer (we just got back from the 2009 event), and it is the most gentle, fun-loving family event you can imagine. When they did the first one in 1990, the grounds were patrolled by gun-toting officers... they obviously figured out that that was entirely uncalled for, as every year since then we've seen one sheriff at the gate and no other security presence! We promise to be well-behaved and will endeavor to leave the grounds cleaner than we

found them.

Thank you for your consideration. I will try to reach you by phone very soon. Feel free to call or write with any questions.

Doug DuBois  
1704 Alabama St.  
Lawrence, KS  
785-760-6660



## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

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

### MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer  
Michael Perkins, Operations Division Manager

Date : August 28, 2009

Re : Consideration for the Renewal of the Community Fisheries Assistance Program

We are currently enrolled in the Kansas Department of Wildlife & Parks Fisheries Assistance Program (CFAP). Lone Star Lake is currently operating under the program.

---

Community lake owners who are enrolled in CFAP agree to not require fishing and boating permits in addition to state permits. In return KDWP provides annual lease payments that are made in two installments by KDWP each year. As an additional benefit of the program local community cooperators (i.e. DGCO) will receive priority status for fisheries management services, stocking, feeding, and habitat assistance.

KDWP has submitted a new lease offer for Lone Star Lake of \$7781.65 per year. This offer is higher than the previous lease payment of \$7554.61. To maintain eligibility in the CFAP Douglas County would need to document 75% of the amount of the lease payment as expenses each year in maintenance and enhancement of the lake as related to fishing. Many of the routine maintenance activities associated with the lake would qualify e.g. mowing, shoreline stabilization, restroom maintenance, litter and trash removal, vegetation management, etc. These routine maintenance activities would easily amount 75% of the lease payment.

For Douglas County the net effect is threefold. It makes Lone Star Lake more accessible to the community, the added expenses of printing, selling, and enforcing permits is eliminated, and the revenue derived from permit sales is maintained.

Action Required: Permission to re-enroll Lone Star Lake for an additional 10 years in the Community Fisheries Assistance Program through Kansas Department of Wildlife & Parks, the Board of County Commissioners chair should affix her signature to the CFAP enrollment forms.

**Community Fisheries Assistance Program  
Kansas Department of Wildlife and Parks**

This contract is between the Kansas Department of Wildlife and Parks, called the Department, and

<b>Douglas County</b>	<b>Keith Browning</b>		
Cooperator	Contact Person		
<b>1242 Massachusetts Street</b>	<b>Lawrence</b>	<b>KS</b>	<b>66044</b>
Address	City	State	Zip Code
<b>(785) 832-5293</b>	<b>(785) 841-0943</b>	<b>486033538</b>	
Telephone Number	Fax Number	Federal ID Number	

hereinafter called the Cooperator.

Legal description(s) of land open for public fishing access:

Impoundment Name	County	Section	Township	Range	WaterAcres
Douglas County - Lonestar Lake	DG	14	14S	18E	185

Lease Calculation Criteria: At KDWP staff discretion, the following criteria will determine the lease amount.

- Minimum base price of \$1,000/ cooperator
- \$10/surface acre
- \$5/surface if motor boat angling is allowed
- \$5/surface acre if >75% of the fishable shoreline is publicly accessible
- \$5/acre if a heated fishing dock is operational
- \$5/acre for minimum quality fisheries
- \$5/acre if fish feeding program is established
- \$5/acre if Family Friendly Facility criteria is met
- \$5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
  - Payment will equal annual revenue for urban waters
  - A maximum of \$5,000 total on non-urban waters up to 75 acres
  - No more that \$75/acre for waters over 75 acres but less than 150 acres
  - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for \_\_\_\_\_ years, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
2. The Department agrees to pay the Cooperator an annual sum of \$ \$7,781.65 , to be paid in two installments, with the first installment of 75% of total amount on or about April 1 and the last installment of the remaining 25% to be paid no earlier than October 1.
3. On the Contracted areas the Cooperator agrees:
  - (a) that the public shall have unrestricted access to said waters for the purpose of fishing ;
  - (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
  - (c) not to stock fish without prior written approval from the Department;
  - (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.
4. On the Contracted land, the Department agrees:
  - (a) to notify the public of the exact location of the said areas (s);
  - (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;
5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.



6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department's election, all or a portion of this Contract.
7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.
8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. Any prepaid contract payments unearned as a result of a termination of the Contract by the Cooperator will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.
9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.
10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.
11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.
12. The Cooperator understands that the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct, and to otherwise enforce all wildlife and parks laws, and other laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land), and that the Cooperator, as a property owner may assert immunity pursuant to K.S.A. 58-320 1, et seq., for events arising from the access permitted by this Contract.
13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.
14. Equal opportunity to participate in and benefit from the Kansas Department of Wildlife and Parks program described herein is available to all persons regardless of race, color, national origin or ancestry, religion, age, sex, or disability. Complaints of discrimination should be sent to the Office of Secretary, Kansas Department of Wildlife and Parks, 1020 S. Kansas, Suite 200, Topeka, Kansas 66612.
15. This contract is funded in part under the CFR 15.605 U.S. Sportfish Restoration Act. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.
16. The Cooperator certifies by contract signature that any Cooperator/Payee is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.
17. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as Attachment 1, are hereby incorporated in this Contract.

*Richard Sanders* 8/13/09

District Fisheries Biologist Date

798 N. 1415 Rd.

Address

Lawrence, KS 66049

City, State, Zip Code

785-832-8413

Telephone Number

Cooperator Date

Assistant Secretary for Operations Date

**AMENDMENT TO THE COMMUNITY FISHERIES ASSISTANCE PROGRAM**  
 (FORMERLY KNOWN AS THE COMMUNITY LAKES ASSISTANCE PROGRAM)  
**MEMORANDUM OF UNDERSTANDING**

This AMENDMENT is provided as a continuation and modification to the Community Lakes Assistance Program Memorandum of Understanding BY AND BETWEEN Douglas County ("COOPERATOR") AND THE KANSAS DEPARTMENT OF WILDLIFE AND PARKS ("DEPARTMENT") originally dated \_\_\_\_\_. This amendment establishes a partnership, as memorialized by the Community Fisheries Assistance Program Contract, originally dated \_\_\_\_\_ BY AND BETWEEN Cooperator and Department that identifies waived costs to be used as the Department's match for Federal reimbursement of expenditures incurred for the Community Fisheries Assistance Program.

1. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Agreement at any reasonable time during the Agreement and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Agreement for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings have been resolved.
2. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.
3. Cooperator agrees to document **\$5,836.24** of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than **\$5,836.24**, extra consideration will be given for prioritization of the Department's capital improvement grants.
4. Documentation of quarterly operations and maintenance expenditures, as identified in Appendix 1, must be submitted on Department Form CFAP-1, attached as Appendix 2, signed by an authorized representative, and received by the Department no later than:

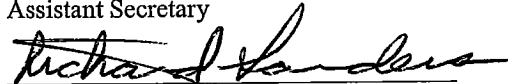
1 <sup>st</sup> Quarter:	(Jan 1 - Mar 31)	Due by Apr 15
2 <sup>nd</sup> Quarter:	(Apr 1 - Jun 30)	Due by Jul 15
3 <sup>rd</sup> Quarter:	(Jul 1 - Sep 30)	Due by Oct 15
4 <sup>th</sup> Quarter:	(Oct 1 - Dec 31)	Due by Dec 31

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

Kansas Department of Wildlife and Parks

By: \_\_\_\_\_

Assistant Secretary



District Fisheries Biologist

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

\_\_\_\_\_  
 Name of Governing Body  
 Cooperator

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
 (Title)

Appendix I

## Listing of eligible operations & maintenance activities

Fish feeders and feed	Fish habitat improvement
Mowing fishing access areas	Boat docks
Buoys for fish attractors	Signs
Fishing access trails	Water level management
Fishing access bridges	Public information
Restrooms for anglers	Shoreline trash pick-up
Boat ramps	
Fish cleaning stations	
Fishing piers	
Shoreline stabilization	
Local Government approved Indirect Cost Rate	

---

These expenses are for operations and maintenance activities only. Development projects are not eligible. Cooperators must use Department form CFAP-1 which must be signed by an authorized representative.



## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## Memorandum

<b>TO:</b>	<b>Nancy Thellman, Chair Jim Flory, Commissioner Mike Gaughan, Commissioner</b>
<b>FROM:</b>	<b>Emily Jackson, Management Intern</b>
<b>CC:</b>	<b>Craig Weinaug, County Administrator</b>
<b>Date:</b>	<b>September 9, 2009</b>
<b>RE:</b>	<b>Formation of a Food Policy Council</b>

### Background

Although Kansas is an agricultural state, 93% of the food that Kansans buy is imported from other states and nations. The fact is that only 7% of the food we eat comes from Kansas. This pattern of outsourcing comes at a local and regional cost: According to the seven county study, "Eastern Kaw River Region's Local Farm and Food Economy," (Ken Meter, attached) our region—including Douglas County-- loses \$2.1 billion of potential wealth each year by outsourcing its food production and supply. High energy and health costs associated with our current food system also add to the urgency of building a sustainable, local and regional food system.

Black Hawk County in Northern Iowa provides a good example of how a local/regional food system can impact a local economy. In Black Hawk County, a very successful local/regional food system has increased local food sales from \$10,000 to \$2.2 million over the past ten years. It is estimated that the economic impact this \$2.2 million has had on industrial output, job creation, and labor income is approximately \$3-4 million for the county economy. And in a time when job creation is paramount, research done by economist David Swenson at Iowa State University shows that if residents of the Black Hawk County region bought local produce for three months out of the year, this demand would necessitate the creation of 475 new jobs and add \$6.3 million worth of labor income to the local economy.

The success of a local food system hinges on the participation and collaboration of a variety of stakeholders who bring together expertise from many sectors of the community (agriculture, commerce, health, social services, academics and others) to establish a common vision. To this end, more and more local governments throughout the nation are establishing food policy councils. Close to home, both Kansas City, Missouri and Salina, KS have established food policy councils. Likewise, councils are sprouting up all over North America—from coast to coast, in small cities and large, both rural areas and urban.



While food policy councils generally act as a mechanism to connect various stakeholders, the focus and initiatives of each are specific to the needs of the community being served. Examples of the initiatives of some existing food policy councils include: establishment of local food procurement goals; development of guidelines for school nutrition programs as well as general health and wellness initiatives; creation of an alliance between farmer's markets to share resources; making recommendations for incentives to encourage food related sustainable agriculture; encouraging the preservation of local farms and farm land; developing marketing initiatives to promote locally grown foods; and advocating for fair pricing policies to make local foods available to low to moderate income individuals as well as increasing local food distribution to food banks and pantries.

## **Analysis**

Douglas County has the necessary resources to create and maintain a strong and viable local food system. As one of the most populated counties in the State of Kansas, and also part of a larger metropolitan area, the County and surrounding population is large enough that a focus on local production and consumption could have a marked impact on the local economy. With the academic resources of nearby universities, there is an opportunity to work with economists, agriculturalists and graduate students who have the expertise to perform an analysis of what types of investments in a local food system would yield the greatest economic benefits. And with some of the richest soils in the world, Douglas County producers have the capacity to produce high quality foods. The USDA is establishing goals and prioritizing resources to assist producers, businesses, and communities, specifically to encourage increased production and availability of local foods. Local food policy consultants, Kamyar Enshayan in Iowa, and Ken Meter in Minnesota are familiar with the resources of Douglas County; both are supportive and encouraging about the likely success of a local food system here. With the creation of a successful local food system as our goal, an important next step is the establishment of a local food policy council.

Numerous sectors of the Douglas County community have demonstrated an interest in growing the local capacity of our food system and have already made significant strides toward that end. However, the efforts, though noteworthy, are somewhat decentralized. The formation of a food policy council would bring together the various stakeholders of a local food system to form more explicit relationships, align shared values, and create a forum in which ideas and expertise could be shared and implemented.

While there are many reasons to establish a local food policy council and many positive outcomes from the work of the council (health, environment, food justice and security, and more) the establishment of a council is also central to the sustained success of a local food system in Douglas County, Kansas—ensuring that economic viability and opportunity are always prioritized outcomes of a local food system. In order for a robust local food system to flourish, serve as many citizens as possible, attract key talent, labor and investment, and remain viable well into the future, it must leverage existing

economic realities. But while being practical, the local food policy council must also be visionary, embracing a path of more sustainable, accountable and just economic and agricultural realities for the benefit of our community and coming generations.

Simply stated, the ultimate goal of the proposed council is to help build and maintain a viable, sustainable local food system within Douglas County. Though the proposed council would not have any formal authority, it would act as an advisory board to the County Commission on matters related to food policy, food security, agricultural issues, and economic development.

### **Priority Areas for Study, Communication, and Action**

The proposed council will focus on the following areas; seeking to identify benefits, challenges, and opportunities, and to engage partnerships that lead to a successful, sustainable local food system:

- Economic development and entrepreneurial opportunities
  - Improved health outcomes
  - Positive environmental quality impacts
  - Increased access to and distribution of wholesome, local food
  - Support for local producers of sustainable food products
  - Identification, preservation, and/or sustainable development of local resources including soil, agricultural land, important breeds/cultivars, water, skilled labor, capital, and markets
- 

### **Possible Council Work Items**

- Work with appropriate departments at KU and K State to calculate potential success of a local food system including: economic analysis, health outcomes, environmental impacts, entrepreneurial business models, marketing and branding of local foods
- Determine what infrastructure is needed to support a local food system in Douglas County (for instance: storage, processing, distribution)
- Draft a County-wide Food Policy that is specific to the needs and interests of the Douglas County community for review, modification and approval by the Board of County Commissioners
- Develop and maintain an informational website that connects stakeholders, provides producers and consumers with easy access to information about how to increase their capacity to sell and buy local products, and encourages the community to participate in the local food system
- Develop a guide to buying local in Douglas County including local food production for individual consumers, institutional buyers, and distributors
- Act as an advisory body to the County Commission on issues related to food policy, food security, and economic development opportunities related to the local food system

## **Food Policy Council Membership (15-20 members)**

The membership of the proposed council should be varied, in order to bring together the perspectives and expertise of the many stakeholders of a local food system. Though membership will represent a diversity of community interests, the council's members should be able to come together to build the relationships and political will needed to create a sustainable local food system.

Council membership will ultimately be determined by the County Commission. However, staff recommends that stakeholders representing local food producers, processors, marketers, distributors, consumers, as well as individuals with food policy and food security expertise be included in the Council's membership. More specifically, membership should represent:

- Local producers (both produce and protein)
- Local grocers
- Farmer's Market
- Local restaurant/restaurant coalition
- Kansas Rural Center
- ECKAN/food security
- Lawrence Unified School District
- Kansas University
- Lawrence Memorial Hospital
- Private sector institutional buyers
- Chamber of Commerce
- Sustainability Advisory Board
- Douglas County Extension Service
- Youth representative: 4-H or Future Farmer's of America
- At-large/Chair

There will be times when the expertise of others outside of the council will be needed. It is expected that the Douglas County/Lawrence Planning Department, Douglas County Health Department, Small Business Development Center, Kansas State University Agriculture Department, Kansas Department of Agriculture/Commerce, Farm Bureau, USDA and KC Healthy Kids/Food Policy Council will be asked to serve in advisory roles.

Because political legitimization from elected officials has proven to be important to the success of existing food councils, it is also recommended that a County Commissioner participate in food policy council meetings, and be involved in pursuing council initiatives. If appropriate, representation from the Lawrence City Commission and Lawrence School Board would also be welcome.

The council will be staffed by the soon to be hired Sustainability Coordinator, whose responsibility it will be to keep abreast of the most innovative strategies in developing local foods systems, and who will also have the knowledge, skills, and abilities to translate the council and County Commission's ideas into action.

## **Budget**

In an effort to lend legitimacy to the Council and its activities in the first year, staff is requesting that the Food Policy Council be given a start up budget of \$10,000. This would enable several prospective Council members (local food stakeholders) to attend a Community Food Conference in Des Moines, Iowa in October of this year as well as help cover costs associated with forming the Council and sponsoring any initiatives that the Council decides to take on in its first year such as community assessment, community educational events with guest speakers, web site development, local food guide development, and grant writing/leveraging for further funds.

## **Recommendation**

That the Board of County Commissioners approve the formation of a Food Policy Council to focus on food issues in Douglas County, with the ultimate goal of creating and maintaining a healthy local food system and initially fund the council with \$10,000.

---

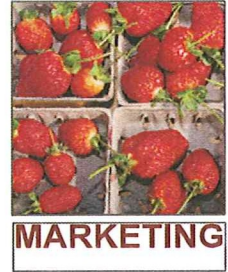


## Community economic impact assessment for a multi-county local food system in northeast Iowa

**Abstract:** The positive results of a decade's worth of investment in local food systems in the Black Hawk County area were documented.

**Q** Do local food sales make a difference to the rural economy?

**A** A study in northeast Iowa says local food purchases can affect the economy positively.



### Background

Local and state economic development agencies often regard direct-market, family-owned food and farm businesses as insignificant in terms of economic development. Their inclination is to ignore investment possibilities in these areas. Local governments often are eager to pursue big-box stores or a casino as an economic bonanza, but may be overlooking the opportunities offered by enterprises such as a meat locker, orchard, cannery or vegetable farm. More data on the economic value of these enterprises could make local and state officials better disposed to support local food-related businesses.

The project goal was to document the economic impacts of several individual local food and farm businesses in the Black Hawk County region of north Iowa. The objectives were to:

- Develop case studies and document the systems of money flow as local foods are traded by at least 10 businesses in northeast Iowa,
- Document the findings and develop a template for assessing community economic impacts of local food systems that could be shared with five other regions in Iowa or the upper Midwest,
- Present the findings to increasingly larger audiences in the study area, and develop educational and media pieces for specific audiences open to local food system development.

### Approach and methods

The investigators collected detailed (confidential) financial data from five local farms and a restaurant. This included information on the amount of inputs purchased from local suppliers and number of suppliers, amount of products sold to local buyers and number of buyers, number and payroll of local people hired for each business or farm.

The data about the food and farm economy of the eight-county area around Black Hawk County were analyzed with the "Finding Food in Farm Country" model used in Minnesota, California's central coast, and Iowa's Wright, Allamakee and Winnebago counties. Interviews with participating businesses were used to develop narrative descriptions of their enterprises. In collaboration with David Swenson of the Iowa State University Department of Economics, investigators used input/output

### Principal Investigator:

**Kamyar Enshyan**  
Center for Energy and  
Environmental Education  
University of Northern  
Iowa  
Cedar Falls

### Budget:

\$24,500 for year one  
\$18,349 for year two

economic models to calculate the economic multiplier for each of these businesses and estimated the potential economic impact based on increased fruit and vegetable consumption in the region. They also calculated the return on investment for supporting initiatives such as the Northern Iowa Food and Farm Partnership.

The researchers prepared brief case studies of the participating businesses. These case studies formed the basis for a presentation on “Finding Food in Black Hawk County” that has been extensively used around Iowa and across the nation since 1995. The findings also were shared with key local and state entities (e.g., economic development officials, county boards, city councils, legislators,

**How can \$1=\$14.60?  
From 1998-2008, for every dollar we raised to  
strengthen our local food economy, we helped \$14.60  
be invested in local food and farm businesses**

**UNI, Center for Energy & Environmental Education**

## **Results and discussion**

Although the region’s farmers produce \$1.19 billion of food commodities per year (1999-2005 average), they spend \$1.24 billion to raise these crops. This means farmers lose an average of \$51 million in production costs each year, for a total loss of \$357 million over the last seven years. These losses make local farmers highly dependent on the \$184 million in annual federal farm subsidies. Yet, even after taking these payments into account, one of every three of the region’s farms reported net losses in 2002. Moreover, farmers spend more than \$500 million buying inputs from outside the region.

Strangest of all, local consumers—in the middle of farm country—spend more than \$580 million buying food grown somewhere else. If residents were to buy only 10 percent of this food and energy directly from local sources, it would bring \$60 million into the region’s economy.

The diverse, family-owned, direct-marketing farms in the area have strong supply chain linkages with the regional economy, resulting in higher economic multipliers when compared to the average grain farm. The economic multipliers for a restaurant purchasing a significant amount of food from local farms were:

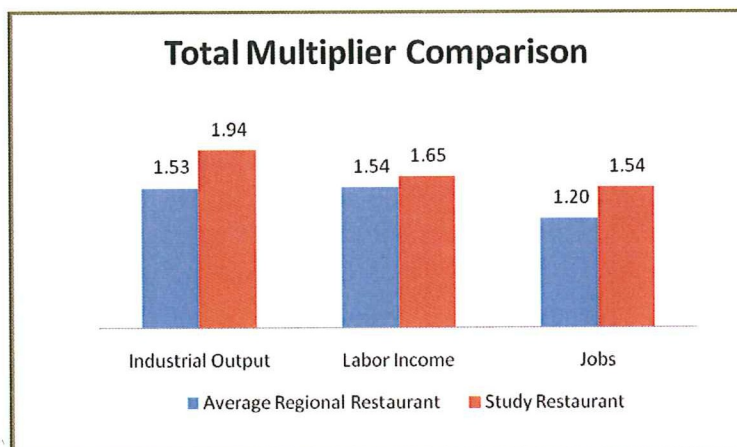
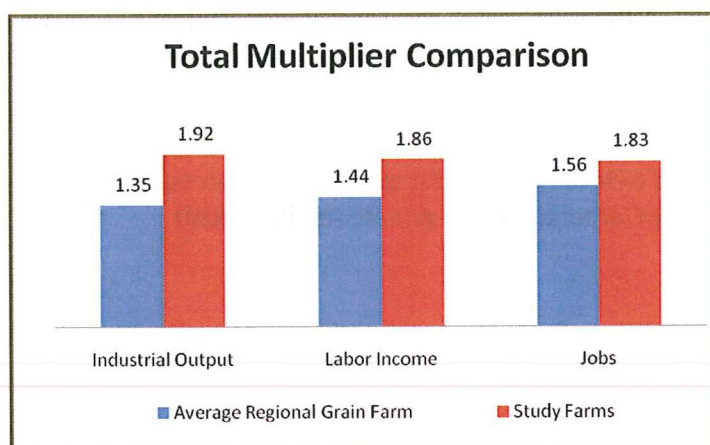
- Industrial output, 1.94 compared to 1.53 for the average regional restaurant.
- Labor income, 1.65 compared to 1.54 for the average regional restaurant.
- Jobs created, 1.54, compared to 1.2 for the average regional restaurant.

If residents of the Black Hawk County region purchased locally grown fruits and vegetables just three months out of the year, it would translate to 475 new jobs and \$6.3 million in labor income added to the local economy.

From 1998 through 2007, the University of Northern Iowa's Center for Energy and Environmental Education raised \$353,200 to strengthen local markets for local foods. In the same time period, the institutional food buyers who worked with the project purchased \$5,155,000 in local foods. In other words, in the seven-county area studied, for every dollar invested by this project, food buyers were able to invest \$14.60 in the region's food and farm businesses. Sixty-three percent of the funds for this project and related work over the past 10 years came from the Leopold Center, which shows how effectively the Leopold Center dollars have been leveraged to rerecruit other investment in this important work.

## Conclusions

1. Strengthening the local food economy provides an opportunity to reverse a long-term trend of loss in agricultural communities.
2. Local direct-market farms contribute to the economic vitality of their communities more than farms that produce commodity crops.
3. A restaurant purchasing locally grown food contributed more to the vitality of the local economy than the average regional restaurant.
4. Developing a program to strengthen the local food economy offers a huge return on investment.
5. All of the above suggest that local governments and economic development entities have a great opportunity to invest in the development of local food systems as a robust path to community economic development.



## Impact of results

The project makes a compelling case for the state of Iowa, local governments, and community leaders to pay attention to an often overlooked engine for economic and agricultural renewal: a system of local food production, processing, distribution and consumption.

## Education and outreach

A number of presentations have been given on the results from the project:

- 29th Annual Conference of the Ohio Ecological Food & Farm Association, Granville, Ohio
- 15th National Small Farm Conference and Trade Show, Columbia, Missouri
- Prairie Festival, Salina, Kansas
- Future Farms 2006: Farm to Table Conference, Kerr Center for Sustainable Agriculture, Oklahoma City, Oklahoma
- First Nebraska Food Banquet, Omaha, Nebraska

- Aldo Leopold Shack Seminar Series, Baraboo, Wisconsin
- Arkansas/Oklahoma Horticulture Industry Annual Conference, Fort Smith, Arkansas
- National Association of Colleges and Universities Food Services, Northeast Region, Middlebury College, Vermont
- Midwest Value-Added Conference, Eau Claire, Wisconsin

Media reports on the project findings have appeared in several publications:

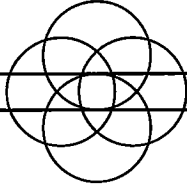
- “Efforts succeed to generate interest in locally-grown food” *Des Moines Register*,
- “Oklahoma’s Local Food Scene Thrives” *Farmers Markets Today*
- “Local Farmers and Restaurants Team up for Good Food” *Farmers Markets Today*
- “Local food networks reflect progress and potential” *The New Farm Magazine*,
- “Small Town Flavor: Northern Iowa’s local food movement meets the blue plate special” *Orion Magazine*
- “Take Action! Students lead charge for Local and Organic Food” *Slow Food USA*
- “Iowa’s Local Food Systems: A Place to Grow” The Iowa Policy Project Executive Summary

### **Leveraged funds**

Funds from this grant were used to leverage an additional \$10,000 per year from the Leighty Foundation, John Deere Corporation, and private (mainly local) contributions.

*For more information, contact:  
Kamyar Enshayan,  
Center for Energy  
and Environmental  
Studies, University of  
Northern Iowa, Cedar  
Falls, Iowa 50614-  
0293; (319) 273-  
7575, e-mail Kamyar:  
enshayan@uni.edu*





# Crossroads Resource Center

7415 Humboldt Ave. S. / Minneapolis, Minnesota 55423 / 612.869.8664  
kmeter@crcworks.org www.crcworks.org

***Tools for Community Self-determination***

## **Eastern Kaw River Region (Kansas) Local Farm & Food Economy**

*Highlights of a data compilation*  
by Ken Meter, Crossroads Resource Center (Minneapolis) for

### **DISCUSSION DRAFT**

May 26, 2008

*Eastern Kaw River Region includes Douglas, Jackson, Johnson, Jefferson,  
Leavenworth, Shawnee, & Wyandotte Counties*

### **Eastern Kaw River Region**

**(Bureau of Economic Analysis & Bureau of Labor Statistics, 2006)**

1 million residents receive \$42 billion income annually (2006), and pay \$728 million in taxes.

### **The region's farms (Agricultural Census, 2002)**

#### *Land:*

5,831 farms. This is 9% of Kansas' total.  
This is 3% fewer farms than in 1997.  
297 (5%) of these are 1,000 acres or more.  
3,804 (65%) farms are between 10 and 179 acres.  
Average farm size is 239 acres, 33% of the state average.  
The region has 1.4 million acres of land in farms.  
This amounts to 3% of the state's farmland.  
622,000 acres of harvested cropland.  
225 farms (4%) have a total of 23,000 acres of irrigated land.  
Average value of land and buildings per farm is \$339,000. This is 67% of the state average.

#### *Sales:*

\$160 million of crops and livestock are sold (2002).  
Total production expenses are \$165 million.  
Sales are 24% less than the 1997 level of \$211 million.  
2,407 (41%) of the region's farms sell less than \$2,500 of products.  
333 farms (6%) sell more than \$100,000 of products.  
\$81 million of crops are sold (51% of sales).  
53% of all farms sell livestock, for a total of \$79 million of products sold (49% of sales).  
115,000 head of cattle and calves are sold, leaving an inventory of 182,000.  
67% of the region's farms sell less than \$10,000 of products per year (total of \$9.5 million sales, only 6% of the region's sales.)

117 farms (2%) with sales over \$250,000 sell 44% of the region's products — valued at a total of \$70 million.

The number of farms/ranches selling livestock, poultry and related products fell 19% from 1997 to 2002 (3,812 to 3,089), while the amount of livestock products sold decreased 15%, from \$92 million to \$79 million.

24,700 hogs and pigs were sold, leaving an inventory of 12,000.

59% of region farms reported net losses in 2002.

The region's farmers combined collected an average of \$25 million of federal subsidies from 1998-2006 (Bureau of Economic Analysis).

*Cattle & Dairy:*

3,000 ranches and farms hold an inventory of 182,000 cattle and calves.

The number of farms selling cattle and calves fell 23%, from 3,430 to 2,632, while sales fell only 6%, from \$69 million to \$65 million, from 1997-2002.

115,000 cattle were sold in 2002, a decline of 11% from 129,000 sold in 1997.

16% of Eastern Kaw River region's cattle inventory lives on 39 ranches (1%) having 500 or more cattle.

20% of the region's cattle ranches hold fewer than 10 animals.

The number of farms selling fewer than 10 cattle fell 78% from 4,014 to 846 (1997 to 2002).

89 farms sold \$10 million of milk and dairy products in 2002, down 30% from 1997.

The number of milk cows fell 46% from 8,500 in 1997 to 4,600 in 2002, while the number of dairy farms declined 34% from 157 to 104 farms.

3,321 farms produce 400,000 tons of forage crops (hay, etc.) on 227,000 acres (37% of harvested cropland), selling \$6.8 million.

**Distribution of cattle inventory**

Animals	Farms	Number
1 to 9	587	1,866
10 to 19	521	7,147
20 to 49	981	30,881
50 to 99	491	33,797
100 to 199	258	31,148
200 to 499	140	40,019
500 or more	39	30,046

*Other livestock & animal products:*

186 farms sold \$1.8 million of hogs and pigs, a decline of 62 farms (25%), and a 71% decrease in sales (from \$6.4 million) from 1997 to 2002.

151 farms sold \$129,000 of poultry and eggs.

313 farms sold \$909,000 of horses.

*Grains, edible beans, and dry peas:*

55% of the region's land is planted to corn and soybeans.

\$50 million of grains (62% of crop sales and 31% of all sales) is sold from 1,475 farms.

8 million bushels of corn were produced on 139,000 acres (22% of harvested cropland) by 863 farms.

4.4 million bushels of soybeans were raised on 201,000 (32% of harvested land) acres on 1,206 farms.

489 farms produced 1.3 million bushels of (primarily winter) wheat on 31,000 acres.  
Grain sorghum was raised on 21,000 acres by 265 farms, with production of 1.3 million bushels.

*Vegetables & Melons (some farmers state that Ag Census data does not fully represent vegetable production):*

94 farms work 754 acres to sell \$1.4 million of vegetables.  
Most vegetable sales are from Douglas, Shawnee, and Wyandotte Counties.  
This is 29% of Kansas farms that raise vegetables.  
This is also 26% of the state's vegetable sales.  
9 farms raise 6 acres of sweet potatoes, more than half of Kansas farms producing this crop.

*Fruits (some farmers state that Ag Census data does not fully represent fruit production):*

50 of the region's farms sell \$375,000 of fruits.  
The region has 78 farms with a total of 362 acres of orchards.

*Nursery and Greenhouse plants*

97 farms sell \$17 million of nursery and greenhouse products (10% of region's farm sales).  
41 farms sell \$94,000 of Christmas trees, mostly from Douglas and Leavenworth counties.

*Direct and organic sales:*

307 farms sell \$1.7 million of food directly to consumers. This is a 6% increase in the number of farms (290 in 1997) selling direct, and a 60% increase of direct sales over \$1 million in 1997.  
Eastern Kaw River region farmers sell 19% of Kansas direct sales, although direct sales amount to only 1% of the region's total farm sales.  
32 region farms sold organic foods (\$122,000 sales).  
This is 5% of Kansas farmers' organic sales.

## **County Highlights (Agriculture Census 2002)**

### **Douglas County**

Sixth most important county in Kansas for Christmas tree sales, with \$56,000.  
Ranks 7<sup>th</sup> in Kansas for nursery & greenhouse crop sales at \$2.7 million.  
Ranks 7<sup>th</sup> in state for fruit and nut sales with \$94,000.  
Ninth largest vegetable and potato sales in Kansas with \$374,000.  
Nearly 40% of farms are 50-179 acres.  
60,000 of Douglas County's 98,000 harvested acres are devoted to corn and soybean production.  
Forage crops are produced on 31,000 acres.  
5,000 acres are devoted to wheat.  
County ranches raise 26,369 cattle and calves.  
Cattle sales amount to \$8.6 million per year.  
Grain sales total \$8.5 million.  
Dairy sales total \$2.3 million.  
Sales of nursery and greenhouse crops total \$2.7 million.  
\$1 million of forage crops are sold.

### **Jackson County**

Nearly 40% of farms are 50-179 acres.  
64% of farm sales involve livestock or their products.  
Sales of cattle and calves total \$16 million.  
Grain sales total 7.9 million.  
\$1.8 million of forage crops are sold.  
Dairy sales total \$1.4 million.  
60,000 acres are devoted to corn and soybeans.  
52,000 acres are planted in forage crops.  
Sorghum is planted on 5,900 acres.  
Wheat is raised on 5,500 acres.  
County ranches held an inventory of 46,000 cattle.  
Nearly 2,000 hogs are held in inventory.

### **Jefferson County**

More than 40% of farms are 50-179 acres.  
Ranks fourth in Kansas in fruit and nut sales with \$176,000.  
Cattle sales total \$19 million.  
Grain sales total \$11 million.  
\$1.4 million of dairy products are sold.  
Johnson county ranchers hold an inventory of 41,000 cattle and calves.  
80,000 acres of land are devoted to corn and soybean production.  
Forage crops are grown on 42,000 acres of land.  
Sorghum is raised on 4,200 acres.  
Wheat is produced on 3,500 acres.

### **Johnson County**

250 of the county's 659 farms are 10-49 acres.  
200 farms are 50-179 acres.  
320 farms have less than \$2,500 in sales.  
16 farms sell more than \$250,000.  
Ranks first in Kansas for nursery and greenhouse crop sales with \$11.4 million.  
Ranks first in Kansas for sod acreage.  
Ranks sixth in the state for horse and pony inventory.  
Ranks ninth in state for number of laying hens.  
Cattle and calf sales total \$7 million.  
Dairy sales total \$1.4 million.  
\$4.7 million of grains are sold.  
Forage is produced on 23,800 acres, with sales totaling \$1 million.  
35,000 acres are devoted to corn and soybean production.  
24,000 acres are planted in forage crops.  
Wheat is raised on 5,500 acres.

### **Leavenworth County**

770 of the county's 1,094 farms are between 10 – 179 acres.  
Ranks 7<sup>th</sup> in Kansas for sales of Christmas trees, selling \$38,000.  
Ranks 8<sup>th</sup> in state for sales of horses, with \$238,000.  
Cattle and calf sales total \$6.8 million.  
Inventory of cattle and calves is 27,000.  
\$6.1 million of grain is sold.  
\$3.5 million of milk and other dairy products are sold.  
\$1.2 million of forage crops are sold.  
45,000 acres are devoted to corn and soybean production.  
38,000 acres are planted in forage crops.  
Wheat is planted on 6,000 acres.

### **Shawnee County**

600 of the Shawnee County's 903 farms are less than 180 acres.  
Two-thirds of farm sales are crop sales.  
Ranks first in state in number of ducks, and fourth in pigeons.  
Ranks 8<sup>th</sup> in Kansas for vegetable sales, worth \$445,000.  
County farmers sell \$11.7 million of grain.  
Cattle and calf sales total \$6 million.  
Nursery and greenhouse crop sales total \$1.5 million.  
\$1.5 million in forage crops are sold.  
64,000 acres are planted in corn and soybeans.  
Forage crops are planted on 37,000 acres.  
6,300 acres are planted to sorghum.  
Wheat is raised on 5,600 acres.  
19,000 cattle are held in inventory.

### **Wyandotte County**

110 (68%) of the county's 161 farms are less than 49 acres in size.  
Government payments are relatively unimportant, with a total of \$52,000 in 2002 for all farms.  
79% of all sales are crop sales.  
Ranks ninth in sales of fruit and nuts with \$88,000.  
\$1.2 million of nursery and greenhouse crops are sold.  
Sales of grains are not reported by the USDA to protect confidentiality, but amount to less than \$600,000.  
An inventory of 1,916 cattle and calves are held.  
Forage crops are raised on 3,495 acres.  
Corn and soybeans are planted on 3,700 acres.  
88 farms (54%) sell less than \$2,500.

**State of Kansas (2002)**

- Ranks 1<sup>st</sup> in U.S. for acres devoted to grain, with 8 million.
- First in nation for sorghum acreage, with 2.8 million acres.
- Ranks 2<sup>nd</sup> in nation for inventory of cattle and calves, with 6.3 million.
- Second in U.S. in cattle and calf sales, selling \$5.7 billion.
- Ranks 3<sup>rd</sup> in nation for sales of livestock and related products, with \$6.3 billion in sales.
- Fifth in U.S. for sales of farm products, with \$8.8 billion.
- Ranks 5<sup>th</sup> in acreage devoted to forage crops, with 3 million acres.
- Sixth in nation for sales of grains, at \$2.1 billion.
- Ranks 7<sup>th</sup> in U.S. for number of farm-raised pheasants, with 99,322.
- Ninth in nation for inventory of hogs and pigs, with 1.5 million.
- Tenth in U.S. for acreage of corn, with 2.5 million acres.
- Eleventh in nation for acreage of soybeans, with 2.5 million acres.

**Top products sold by Kansas farmers in 2006 (USDA Economic Research Service)**

	<b>\$ millions</b>
Cattle and calves	6,247
Wheat	1,273
Corn	861
Soybeans	550
Hogs	374
Sorghum grain	357
Dairy products	296
Hay	133
Greenhouse & nursery	53
Sunflower	33
Cotton	27
Potatoes	19
Chickens & eggs	12

**Other products listed in the state's top 25:** turkeys, mushrooms, rye, farm chickens, sheep and lambs, dry beans, pecans, oats, barley, honey, aquaculture, & wool.

**Balance of Cash Receipts and Production Costs (BEA):**

Eastern Kaw River region ranchers and farmers sell \$227 million of food commodities per year (1998-2006 average), spending \$275 million to raise them, for an average loss of \$48 million each year. Note that these figures compiled by the BEA are far higher than those recorded by the USDA Agriculture Census (above).

Overall, farm producers have spent \$430 million more producing crops and livestock than they have earned from commodity markets since 1998. Total cash flow for all farmers in the region has been

negative each year except one, since 1988. Eastern Kaw River region farmers and ranchers earned \$51 million less by selling commodities in 1969 than they earned in 2006 (in 2006 dollars).

59% of the region's farms and ranches reported they lost money in 2002 (Ag Census).

Eastern Kaw River farmers spend about \$95 million each year buying farm inputs that are sourced outside the region.

Farmers and ranchers earn another \$31 million per year of farm-related income — primarily custom work, and rental income (nine year average for 1998-2006). Federal farm support payments averaged about \$25 million per year over that time span. These two sources of income, on average, overcome the losses farmers endure in farm production, yet these losses mean that in any given year any farm may be at risk.

**The region's consumers:**

Eastern Kaw River region consumers spend \$2.2 billion buying food each year, including \$1.2 billion for home use. Most of this food is produced outside the region. Only \$1.7 million of food products (1% of farm cash receipts) are sold by farmers directly to consumers.

Bureau of Labor Statistics data (drawn from consumer surveys) show that the average household in the Midwest has been taking on considerable debt since 1990 that has not been repaid. Since that year, the average household has lost \$50,000 in net worth, with the worst year being 2003, when net worth fell \$20,000 in a single year.

Estimated loss in net assets for all households in the region combined was \$1.2 billion in 2006 alone (BLS).

**Farm and food economy summary:**

Farmers spend \$42 million more each year producing food commodities than they earn by selling them, spending \$95 million buying inputs from external suppliers, for a total outflow of \$137 million from the region's farms.

Meanwhile, consumers spend \$2 billion buying food from outside. Thus, total loss to the region is \$2.1 billion of potential wealth *each year*. This loss amounts to 7 times the value of all food commodities raised in the region.

**Eastern Kaw River region: markets for food eaten at home (2004):**

	<i>millions</i>
Meats, poultry, fish, and eggs	\$ 278
Fruits & vegetables	200
Cereals and bakery products	163
Dairy products	137
“Other,” incl. sweets, fats, & oils	449

**Key data sources:**

**Bureau of Economic Analysis data on farm production balance**

<http://www.bea.doc.gov/bea/regional/reis/>

**Food consumption estimates from Bureau of Labor Statistics Consumer Expenditure Survey**

<http://www.bls.gov/cex/home.htm>

**U.S. Census of Agriculture**

<http://www.nass.usda.gov/census/>

**USDA/Economic Research Service food consumption data:**

<http://www.ers.usda.gov/data/foodconsumption/>

**USDA/ Economic Research Service farm income data:**

<http://ers.usda.gov/Data/FarmIncome/finfidmu.htm>

**For more information:**

To see results from *Finding Food in Farm Country* studies in other regions of the U.S.:

<http://www.crcworks.org/locales.pdf>.

To read the original *Finding Food in Farm Country* study from Southeast Minnesota (written for the Experiment in Rural Cooperation): <http://www.crcworks.org/ff.pdf>.

To view a PowerPoint presented by Ken Meter at a presentation to the Home Grown Economy forum sponsored by Rep. Collin Peterson, chair of the U.S. House Agriculture Committee, on April 2, 2008: <http://www.crcworks.org/petersonKM08.pdf>.

To get a brief list of essential facts about the national food economy:

<http://www.crcworks.org/foodmarkets.pdf>.

To link to further analysis of local economies in the U.S.: <http://www.crcworks.org/econ.html>.

Contact Ken Meter at Crossroads Resource Center

<[kmeter@crcworks.org](mailto:kmeter@crcworks.org)>

(612) 869-8664