

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## WEDNESDAY, SEPTEMBER 23, 2009

4:00 p.m. – County Commission Meeting

-Convene

-Consider approval of the minutes of August 26 and September 9, 2009.

## CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders; and
- (b) Consider approval of design engineering services agreement for Bridge No. 08.00N-21.22E (Keith Browning)

## REGULAR AGENDA

- (2) Douglas County Community Corrections Year End Quarterly Report for FY2009 (Ron Stegall)
- (3) Consider accessing a cooperative contract for copier equipment (Jackie Waggoner)
- (4) Consider approving an application for Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds, and direct staff as appropriate to draft a resolution that provides the goals and procedures for granting these bonds. (Roger Zalneraitis)
- (5) 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.

## **RECESS**

6:35 p.m. – County Commission Meeting

- (6) Consider approval of Z-11-19-08, a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road & E 700 Road, S of Lecompton from A (Agricultural) to B-2 (General Business District). Submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. (PC Item 5; approved 8-0 on 5/18/09) (*Tabled by County Commission on 6/24/09*) Mary Miller is the Planner.
- (7) Consider approval of funding for local Food Policy Council (Emily Jackson)-back-up proved later
- (8) Other Business
  - (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
  - (c) Miscellaneous
  - (d) Public Comment
- (9) Adjourn

## WEDNESDAY, SEPTEMBER 30, 2009

-Road Issue (Solbach)

**TUESDAY, OCTOBER 6, 2009**

-4:30 p.m. Study Session with City Commission regarding KDOT projects in Lawrence and Douglas County. Two or more County Commissioners may attend. No County Commission meeting will be held.

**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.*



## DOUGLAS COUNTY PUBLIC WORKS

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(785) 832-5293 Fax (785) 841-0943  
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**Keith A. Browning, P.E.**  
Director of Public Works/County Engineer

### MEMORANDUM

To : Board of County Commissioners

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

Date : September 14, 2009

Re : Consent Agenda approval of design engineering services agreement  
Bridge No. 08.00N-21.22E

The referenced bridge replacement project is in Douglas County's CIP with construction scheduled for 2010. The project entails replacing the existing culvert carrying N 800 Road over the Little Wakarusa Creek. The existing culvert is a 14'-span concrete culvert with a drainage area of approximately 1500 acres.

Our selection committee selected Professional Engineering Consultants, P.A. (PEC) as the top ranked firm for this project. PEC has submitted their cost proposal for engineering services (attached). Their cost proposal has a not-to-exceed cost of \$29,517. Their proposed fees are reasonable, and are less than the \$39,600 allocated in the CIP for engineering design services.

It is recommended the BOCC approve the proposed engineering services agreement. The Chair should sign two original copies of the agreement.

Action Required: Consent Agenda authorization for the BOCC Chair to sign the attached agreement (two original copies) with Professional Engineering Consultants, P.A. for engineering services to replace Bridge No. 08.00N-21.22E carrying N 800 Road over Little Wakarusa Creek.

## ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Professional Engineering Cons. ("Engineer"), as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date").

### RECITALS

WHEREAS, County desires to employ Engineer to provide professional engineering services in the design of certain road(s) and/or bridge(s) in Douglas County, Kansas, in connection with Douglas County Project No. 08002122 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

### TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the promises contained in this Agreement, County employs Engineer and Engineer agrees to provide professional engineering services as follows:

#### I. DEFINITIONS

In addition to other terms defined in the body of this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a consistent meaning:

"Additional Services" means any services requested by County which are not covered by Exhibit A.

"Agreement" means this contract and includes change orders issued in writing.

"County Engineer" means the person employed by County with the title of County Engineer, who is licensed to practice engineering in the State of Kansas.

"Engineer" means the company or individual identified in the preamble of this Agreement. Engineer shall employ for the services rendered engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents identified in the Contract for Construction of the Project, including Engineering Documents. All terms defined in the General Conditions of the Contract for Construction shall have the same meaning when used in this Agreement unless otherwise specifically stated, or in the case of a conflict, in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums and correspondence related to the Engineering Services.

"Engineering Services" and "Services" mean the professional services, labor, materials, supplies, testing and other acts or duties required of Engineer under this Agreement, together with Additional Services as County may request and as evidenced by a supplemental agreement pursuant to the terms of this Agreement.

"Project" means the Douglas County project identified above in the Recitals.  
"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment, and appropriate professional interpretations of all of the foregoing.

## **II. COMPENSATION**

Engineer's compensation and related matters are as follows:

### **A. MAXIMUM TOTAL FEE AND EXPENSE**

Engineer's fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule (attached hereto as Exhibit B and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed \$ 29,517.00 ("Total Maximum Fee"). The Total Maximum Fee is based on the scope of Services outlined in Exhibit A, attached hereto and incorporated herein by reference, which Services shall be completed on or before See Exhibit "D". Engineer's fees and expenses shall not exceed the amounts for each phase as detailed in Exhibit B. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

### **B. HOURLY RATE**

Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule in Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without written approval by County.

### **C. REIMBURSABLE EXPENSES**

Reimbursable expenses shall be included in the Total Maximum Fee and shall be reimbursed at Engineer's actual cost, without mark-up. Reimbursable expenses must be authorized by County and include expenses of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by County, and other costs as authorized by County. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records documenting reimbursable expenses shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

### **D. SALES TAX EXCLUDED**

Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be legally imposed, County shall reimburse Engineer for such taxes in addition to the contractual amounts provided. Engineer, however, shall use County's sales tax exemption where applicable, and County need not reimburse Engineer for sales or use taxes Engineer pays in transactions legally exempt from such tax.

**E. BILLING**

Engineer shall bill County monthly for all its fees and reimbursable expenses. Monthly pay requests must generally be received by the 5th day of the month. The bill submitted by Engineer shall itemize the Services and reimbursable expenses for which payment is requested, and shall be deemed to include a representation by Engineer to County that the Services have proceeded to the point stated in the bill and that amounts requested in the bill are due and owing pursuant to this Agreement. County agrees to pay Engineer within 10 days after approval by the governing body or 30 days after the invoice is received, whichever is later.

**F. COUNTY'S RIGHT TO WITHHOLD PAYMENT**

In the event County becomes credibly informed that any representations of Engineer provided in its monthly billing are wholly or partially inaccurate, County may withhold payment of disputed sums then, or in the future, otherwise due Engineer until the inaccuracy and the cause thereof is corrected to County's reasonable satisfaction. In the event County questions some element of an invoice, that fact shall be made known to Engineer as soon as reasonably possible. Engineer will assist in resolution of the matter and transmit a revised invoice if necessary. County shall pay the undisputed portion of any invoice as provided in Paragraph E above.

**G. PROGRESS REPORTS WITH PAY APPLICATIONS**

A written progress report, as set out in Exhibit C (attached hereto and incorporated herein by reference) must be submitted with each monthly bill, indicating the percentage completion of each specific design task and those tasks that will be performed the following month. This report will serve as support for payment to Engineer.

**H. CHANGES IN SCOPE**

For substantial modifications in authorized Project scope and/or substantial modifications of drawings and/or specifications previously accepted by County, when requested by County and through no fault of Engineer, Engineer shall be compensated for the time required to incorporate such modifications at Engineer's standard hourly rates per Exhibit B. An increase in Total Maximum Fee or contract time, however, must be requested by Engineer and must be approved through a written supplemental agreement prior to performing such Services. Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Engineer's negligence, error, or omission.

**I. ADDITIONAL SERVICES**

Engineer shall provide services in addition to those described in this Agreement, including Exhibit A, when such services are requested in writing by County. Prior to providing any such Additional Services, Engineer shall submit a proposal outlining the Additional Services and an estimation of total hours and a maximum fee, based upon the Fee Schedule in Exhibit B. Payment to Engineer, as compensation for these Additional Services, shall be in accordance with the Fee Schedule in Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid at actual cost. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records of reimbursable expenses pertaining to Additional Services shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

### **III. RESPONSIBILITIES OF ENGINEER**

Engineer shall furnish and perform the Engineering Services in all phases of the Project, as specifically provided in Exhibit A and which are required for the completion of the Project, according to the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein. Such services shall include the following services during the following Project phases:

#### **A. PRELIMINARY DESIGN PHASE**

Engineer shall do the following during the preliminary design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.
2. Preliminary Design Documents: Engineer shall furnish County with 3 copies of the preliminary design documents for review as set out in Exhibit A.
3. Probable Cost: Engineer shall furnish County an opinion of probable Project cost based on Engineer's experience and qualifications. If the probable cost exceeds the amount budgeted for the Project, County may terminate this Agreement at the completion of this phase. If directed by County, Engineer shall modify the drawings and specifications as necessary to achieve compliance with the budgeted construction cost, and be compensated as Additional Services.

#### **B. FINAL DESIGN PHASE**

Engineer shall do the following during the final design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.
2. Final Design Documents: Engineer shall furnish County with raster files and hard copies of the final plans in an accepted format as specified in Exhibit A. The raster files, as well as the hard copies, shall contain all required signatures from County and the signature and seal of the design engineer.

3. Contract Documents: County standard Contract Documents shall be used and Engineer shall furnish all details and specifications that are unique for the Project.

**C. BIDDING PHASE**

Engineer shall do the following during the bidding phase:

1. Services: Engineer shall provide the Services during this phase as described in Exhibit A.
2. Bids Exceeding Cost Estimate: If bids exceed the estimated probable Project cost, County may discuss with Engineer and the lowest responsible bidder ways to reduce the cost, and Engineer shall provide suggestions for reducing the Project costs. This discussion will be accomplished at no additional cost to County.

**D. CONSTRUCTION PHASE**

Engineer shall do the following during the construction phase:

1. Services: Provide the Services during this phase as described in Exhibit A.
2. Administration: County will provide in-house administration of the construction contract; however, Engineer shall consult with and advise County and act as County's representative when requested. If County requests, Engineer shall provide contract for construction administration and observation services as Additional Services.
3. Contract Interpretation: When requested by County, Engineer shall visit the site and issue necessary interpretations and clarifications of the Contract Documents. Engineer shall provide such services at no additional cost to County.
4. Additional Drawings: If, during construction, situations arise which require additional drawings or details, or revision of the plan drawings or details, Engineer agrees to provide such additional drawings or revisions at no additional cost to County when such changes are required to correct Engineer's errors or omissions in the original design and preparation of construction drawings. If additional drawings or details are required through no fault of Engineer, or are beyond its control, both parties agree to negotiate an equitable payment to Engineer for its services rendered, which shall be accomplished through a supplemental agreement.
5. Shop Drawings: Engineer shall review and take appropriate action on each contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or



procedures of construction, or to safety precautions and programs incident thereto, unless an obvious defect or deficiency exists, in which case Engineer shall advise County of such defect or deficiency so the same can be prevented.

#### **E. GENERAL DUTIES AND RESPONSIBILITIES**

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Michael W. Berry, P.E. ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.
2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.
3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit B; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.
4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, in addition to those described in Exhibit A, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.
5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.
6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.
7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or

approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.

8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.
9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

#### **IV. RESPONSIBILITIES OF COUNTY**

##### **A. GENERAL DUTIES AND RESPONSIBILITIES**

County shall have the following general duties and responsibilities:

1. Communication: County shall provide to Engineer information and criteria regarding County's requirements for the Project, examine and timely respond to Engineer's submissions, and give notice to Engineer whenever County observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: County shall procure and provide access agreements for Engineer to enter public and private property when necessary.
3. Program and Budget: County shall provide full information stating County's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
4. Other Engineers: County may contract with "specialty" engineers when such services are requested by Engineer.
5. Testing: County shall furnish any tests required to supplement the scope of services or tests required by law.
6. Bond Forms: County shall furnish all bond forms required for the Project.

7. Project Representative: County Engineer, or County Engineer's designee, shall represent County in coordinating the Project with Engineer, with authority to transmit instructions and define policies and decisions of County.
8. Payment: Pay Engineer its fees and reimbursable expenses in accordance with this Agreement.

#### **V. PROJECT SCHEDULE; TIME IS OF THE ESSENCE**

The Project Schedule is set forth in Exhibit D, attached hereto and incorporated by reference. Time is of the essence and Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

#### **VI. SUSPECION OR TERMINATION OF THE CONTRACT**

##### **A. SUSPENSION BY ENGINEER**

Engineer may suspend performance of the Services under this Agreement if County consistently fails to fulfill County's material obligations under this Agreement, including County's failure to pay Engineer its fees and costs, within 15 days of Engineer's delivery to County of written notice of such default; provided, however, that Engineer may not suspend performance of Services based upon non-payment of fees or costs that is subject to a bona fide dispute, for which this Agreement authorizes County to withhold payment. Any such suspension shall serve to extend the contract time on a day for day basis.

##### **B. TERMINATION BY ENGINEER**

Engineer may terminate this Agreement upon 15 days written notice to County if (i) County suspends performance of the Services for its convenience for a period of 60 consecutive days through no act or fault of Engineer or a subcontractor or their agents or employees or any other persons or entities performing portions of the Engineering Services under direct or indirect contract with Engineer, or (ii) Engineer has suspended the performance of its Services for a period of 60 consecutive days pursuant to Section VI.A. above; and, during said 15 day written notice period, County has failed to cure its default. If Engineer terminates this Agreement, County shall pay Engineer such amounts as if County terminated this Agreement for its convenience pursuant to Section VI.E.

##### **C. TERMINATION BY COUNTY FOR CAUSE**

County may terminate this Agreement for cause upon 7 days written notice to Engineer: (i) persistently or repeatedly refuses or fails to supply enough qualified workers or proper materials; (ii) assigns or subcontracts any part of the Engineering Services without County's prior written consent; or (iii) otherwise is guilty of substantial breach of this Agreement; and, during said 7 day written notice period, Engineer fails to cure its default.

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. In addition, County may without prejudice to any

other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

**D. SUSPENSION BY COUNTY FOR CONVENIENCE**

County may, without cause, order Engineer in writing to suspend, delay or interrupt the Engineering Services in whole or in part for such period of time as County may determine.

The Total Maximum Fee and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption.

**E. TERMINATION BY COUNTY FOR CONVENIENCE**

County may, at any time, terminate this Agreement for County's convenience and without cause. Upon receipt of written notice from County of such termination for County's convenience, Engineer shall: (i) except for Engineering Services directed to be performed prior to the effective date of termination as stated in the notice, cease operations under this Agreement; and (ii) take actions necessary or that County may direct, for the protection and preservation of the Engineering Services and Engineering Documents.

If County terminates this Agreement for its convenience, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. County shall compensate Engineer for all Services completed prior to receipt of the termination notice or performed pursuant to the termination notice. County need not pay, and Engineer waives, compensation for Engineering Services not actually provided, anticipatory profit or consequential damages.

**VII. GENERAL PROVISIONS**

**A. DISPUTE RESOLUTION**

County and Engineer agree that disputes relative to the Project should first be addressed by direct negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute and assuming County has not terminated this Agreement, Engineer shall proceed with the Services in accordance with this Agreement as if no dispute existed.

**B. OWNERSHIP OF ENGINEERING DOCUMENTS**

Documents, drawings, and specifications prepared by Engineer as part of the Engineering Services shall be a work for hire and become the sole property of County; provided any use other than with respect to the Project shall be at County's sole risk and without liability to the Engineer. In the event County is adjudged to have failed hereunder to pay Engineer for such documents, drawings, and specifications, ownership thereof, and all rights therein,

shall revert to Engineer to the extent not paid; provided, however, that Engineer shall have an unrestricted right to their use.

### C. INSURANCE

Engineer shall maintain throughout the term of this Agreement the following insurance coverage:

1. Professional Liability: Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the annual aggregate, which insurance shall be maintained not only during the term of this Agreement but also for a period of 3 years after completion of the Project.
2. Commercial General Liability: Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. The policy shall include personal injury, products/completed operations, contractual liability, and independent contractors.
3. Worker's Compensation: Worker's Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability: Employer's Liability Insurance in amounts not less than the following:

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$500,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)
5. Automobile Insurance: Automobile Liability Insurance in an amount not less than \$1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:
  - a) Cover all subcontractors in its insurance policies; or
  - b) Require each subcontractor not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.
7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.
8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:

- a) Is licensed to do business in the State of Kansas;
- b) Carries a Best's Policyholder rating of A or better; and
- c) Carries at least a Class X financial rating.

All general and automobile liability insurance shall be written on an occurrence basis. County shall be shown as an additional insured on all required insurance policies except professional liability, automobile, and worker's compensation. Each required insurance policy shall contain a provision by which County must be given 30 days notice prior to any insurance policy cancellation. Engineer shall provide County with acceptable certificates of such insurance evidencing the required insurance coverage before County issues its Notice to Proceed, at County's reasonable request, from time to time during the term of this Agreement.

**D. INDEMNITY**

Engineer hereby agrees to indemnify and hold harmless County and its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost and expenses, including attorneys' fees and expenses of litigation, incurred by or on behalf of any of the foregoing arising out of or related to claims, suits and actions of every kind and description, including but not limited to, personal or bodily injury or property damage, which arise from or related to the alleged wrongful acts or alleged negligent acts, errors or omissions of Engineer or its employees, agents or subcontractors. The provisions of this section shall survive the termination of this Agreement. PEC is not obligated to indemnify the County in any manner whatsoever for the County's own negligence.

**E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement, including the Maximum Fee and contract time and other terms and conditions, may be amended only by a written supplemental agreement signed by County and Engineer, except in the case of an emergency situation, in which case County Engineer may give verbal and facsimile approval to be followed by a written and signed supplemental agreement. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including, but not limited to, Maximum Fee and contract time, is a requirement of any insurance policy held by Engineer as a requirement of this Agreement, the provision of such notice shall be Engineer's responsibility.

**F. APPLICABLE LAW**

This Agreement shall be governed by, and is to be construed and enforceable in accordance with, the laws of the State of Kansas and the codes and established policies of County.

**G. ASSIGNMENT OF AGREEMENT**

This Agreement shall not be assigned or transferred by either party without the written consent of the other party.

**H. NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**I. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via County)**

31 U.S.C. Section 1352 requires all subgrantees, contractors, and engineers who receive federal funds via County to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Engineer shall obtain the necessary forms from County, execute such forms, and return such forms to County. Engineer shall also obtain executed forms from any of its subcontractors who fall within the provisions of the statute and provide such forms to County.

**J. COVENANT AGAINST CONTINGENT FEES**

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**K. COMPLIANCE WITH LAWS**

Engineer shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Engineering Services required by this Agreement are complete. Engineer shall secure all occupational and professional licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

**L. NOTICES**

Any notice or other communication required or permitted by this Agreement shall be made in writing to the address specified below:

Engineer: Michael W. Berry, P.E.  
Professional Engineering Consultants, P.A.  
1263 S.W. Topeka Boulevard  
Topeka, Kansas 66612

County: Keith A. Browning, P.E.  
Douglas County, Kansas  
1242 Massachusetts  
Lawrence, KS 66044

Nothing contained in this Section, however, shall be construed to restrict the transmission of routine communications between Engineer and County.

**M. TITLES AND SUBHEADINGS**

Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

**N. SEVERABILITY CLAUSE**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**O. NON-DISCRIMINATION**

Engineer 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 Engineer 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 County; and (f) if it is determined that Engineer 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 County.

**P. WAIVER**

A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**Q. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of the parties.

**R. RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to make County a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other.

**S. AUTHORITY TO SIGN**



The individual signing this Agreement on behalf of Engineer represents that such person is duly authorized by Engineer to execute this Agreement on behalf of Engineer and, in doing so, that Engineer becomes bound by the provisions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, effective as of the Effective Date.

**ENGINEER:**

Professional Engineering Consultants, P.A.  
\_\_\_\_\_  
(Name of Engineering Firm)

By: Michael W. Berry  
Engineer's Authorized Signatory

Michael W. Berry, P.E.  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

**COUNTY:**

DOUGLAS COUNTY, KANSAS by the BOARD OF  
DOUGLAS COUNTY, KANSAS COMMISSIONERS

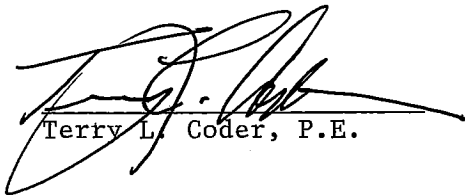
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Title: Chair

**ATTEST:**

\_\_\_\_\_  
Douglas County, Clerk

ATTEST:

  
Terry L. Coder, P.E.

Exhibits:

- A. Scope of Services
- B. Fee Schedule
- C. Form of Progress Reports
- D. Project Schedule
- E. CAD Requirements (if referenced in Exhibit A)

# **STRUCTURE NO. 08.00N-21.22E**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. PROJECT LOCATION AND DESCRIPTION**

Provide professional services described as follows: Engineering design for replacement of the existing culvert (08.00N-21.22E) carrying N 800 Rd over the Little Wakarusa Creek approximately 3/4 mile west of Route 1061. The existing culvert is a 14' span concrete slab with composite steel beams. Drainage area is approximately 1500 acres.

#### **II. PRELIMINARY DESIGN PHASE (Field Check)**

1. Meet with County staff to determine specific project needs and general project desires. Also, review and receive available information and plans. Project budget will be provided by County staff.
2. Douglas County has completed a topographic survey of the existing drainage structure providing sufficient control, location, land information, and utility information necessary to prepare a complete set of construction plans. This survey data will be provided to the Consultant in digital format allowing insertion into the AutoCad environment using standard fieldbook format (PNEZD space delimited). The Consultant will need to provide any additional survey as needed to complete the plans. An AutoCad drawing with the electronic field book data and basic line work is available for the Consultant's use.
3. Utility companies have located their facilities within the Project limits. Obtain information from utility companies who have facilities within the Project limits sufficient to verify our surveyed positions. Provide preliminary utility coordination.
4. Copies of all ownership deeds and recorded plats will be obtained from County staff.
5. Provide for any geological and geotechnical investigations to determine required bridge foundations, if appropriate, in accordance with Douglas County and/or KDOT requirements. Provide a written report and make recommendations on what is needed for the Project.
6. Prepare a hydrological study and analysis to establish recommendations concerning appropriate waterway opening for the structure, length of the structure, and approach roadway profile. Perform watershed analysis and computer flow modeling using HECRAS or other hydraulic software approved by the County. Provide a written report of the results of this analysis and copies of the computer digital data.

7. Review alternative design concepts with the County prior to progressing to the detailed aspects of the Project. Alternative concepts shall be discussed to determine the best structure type, size, and location, and horizontal and vertical alignments for the Project. County's concurrence in the selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the Consultant.
8. The following will be needed, as a minimum, to develop Field Check plans:
  - a) Prepare the base drawing with the plan portion showing existing topography, contours, utilities, property lines, right-of-way, and a profile of the existing structure and approach roadways. The base drawings shall be later used as full scale base drawings for right-of way and final design plans.
  - b) The plans and construction drawings shall be prepared in conformity with the state and federal design criteria appropriate for the Project, in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volume I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
  - c) The Field Check plans shall include the proposed additional easement and right-of-way limits, property lines and ownerships, section lines, township and ranges, any U.S. Surveys, a general outline of the construction staging, and other critical design items.
9. The Consultant shall be responsible for verification, furnishing, and recording of any legal land corners necessary for legal descriptions used in deed writing. The Consultant shall tie the approved centerline to established land corners.
10. Prepare Field Check estimate of probable construction cost for the Project.
11. Prepare two full-size sets of Field Check plans for County review. These documents shall include preliminary right-of-way, necessary easement acquisitions, drainage area map, and drainage design data. If Project is over budget, a determination of alternates is required. Contract may be terminated if additional funds are not available or project modifications cannot be made.
12. Attend Field Check meeting with County staff.

### **III. FINAL DESIGN PHASE (Office Check)**

1. Attend up to three (3) Board of County Commissioners or public meetings to discuss the proposed improvements and their impact on the adjacent properties.

2. Boundary descriptions will be prepared by County staff using plans that have been revised after Field Check. The Consultant shall provide these revised plans five (5) months prior to bid opening. The Consultant shall be responsible for making reasonable revisions to the right-of-way and construction plans resulting from negotiations with the property owners.
3. Prepare all applications, exhibits, drawings, and specifications necessary to obtain all required permits. Applications should be prepared for the County's execution and submittal. Assist the County in obtaining permit approvals by furnishing additional information about the Project design. Provide in the specifications a list of the permits which must be obtained by the construction contractor.
4. The Consultant shall be responsible for preparing the required applications and obtaining approved permits for the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, U.S. Army Corps of Engineers 404 Permit, and/or the Kansas Department of Agriculture, Division of Water Resources permits.
5. Prepare final construction documents for improvements, incorporating all Field Check comments from the County. Submit final plans to the County for final review.
6. The design plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. The traffic control plan requires submittal to the County for review and approval prior to inclusion in the final design plans.
7. Prepare detailed stormwater pollution prevention plans (SWP3) as required by the State for inclusion in the final construction plans.
8. The Consultant shall prepare computations for all design plan quantities and bid items.
9. The Consultant shall provide copies of design calculations and/or any supporting documentation as requested by Douglas County.
10. The Consultant shall design and detail all structures or improvements not covered by KDOT standard detail sheets.
11. The Consultant shall design the plans in conformance with KDOT specifications. Provide any required special provisions to the KDOT construction specifications as needed for construction items on the plans.
12. As a minimum, the final design plans shall include the following:
  - a) Title Sheet

- b) Typical Sections
- c) Plan Sheets
- d) Profile Sheets
- e) Bridge Detail Sheets
- f) Traffic Control Plan Sheets
- g) Stormwater Pollution Prevention Plan
- h) Drainage Area Map,
- i) Hydrologic and hydraulic data for drainage systems
- j) Permanent Signing Quantity Sheets
- k) KDOT Standard Detail Sheets
- l) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades
- m) Miscellaneous Detail Sheets, non-standard details
- n) Summary of Quantities listed as bid items.

Additional plans and information may be required to complete the Final Plans.

- 13. Provide all utility companies a set of final plans for their use. Meet with each utility company to discuss the relocation of their facilities and the time schedule.
- 14. Provide estimate of probable construction cost based upon the final plans.
- 15. Prepare revised design plans as requested by the County, made necessary by Field Check and/or Office Check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project.
- 16. AutoCad Plot Files, AutoCad .dwf files, .tif files, or .pdf files are to be supplied in addition to original mylars. Two (2) hard copies of the final plans, printed on 24" x 36" bond paper, shall also be delivered to the County.

#### **IV. BIDDING PHASE**

- 1. Answer all questions from contractors regarding the final plans. If necessary, issue any requested addenda.
- 2. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

#### **V. CONSTRUCTION PHASE**

- 1. Attend a preconstruction conference with the County and the contractor, once the Project has been awarded.
- 2. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.

3. Review and comment, or approve, contractor's shop drawings and samples and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the contract documents.
4. A separate agreement for construction inspection will be executed at a later date, if desired by the County.
5. Following construction, if the new structure is bridge length (>20' span), inspect the new structure, prepare the initial SIA report on the structure's condition, and enter inspection data into KDOT's bridge inspection web portal. Also, provide the County with inventory and operating ratings for the five standard truck configurations.

### **GENERAL**

1. Prepare the design plans for the Project for such parts or sections, and in such order of completion, as designated by the County and in conformance with the Project's current official schedule. Further, the Consultant agrees to complete all design plan development stages no later than the due dates on the Project's current official schedule, exclusive of delays beyond the Consultant's control. Provide schedule for completion of Field Check plans, Office Check plans, right-of-way plans, and final plans.
2. Provide written monthly progress reports as detailed in Exhibit C.
3. Consultant must notify the County of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined before attending.
4. Written notes from any meetings with state, federal, or other agencies will be provided to the County by the Consultant. These need not be "formal minutes" but notes on discussion topics and requirements imposed.
5. All documents must be provided in the current version of Microsoft Word, as designated by the County at the time of execution of this contract.
6. All drawings must be prepared in accordance with KDOT standards and requirements. Also final plans, field notes, and other pertinent Project mapping records are to be provided to the County in digital format, as detailed in Exhibit D.

## STRUCTURE NO. 08.00N-21.22E

## EXHIBIT B

Page 1 of 2

## FEE SCHEDULE

1. Direct Payroll				
A. Preliminary Design Phase				
Position/Title	Hourly Rate	Estimated Hours	Total	
Project Manager	\$38.00	30	\$1,140.00	
Project Engineer	\$31.00	50	\$1,550.00	
Design Engineer	\$24.00	16	\$384.00	
Sr. Technician	\$27.00	14	\$378.00	
Jr. Technician	\$16.00	38	\$608.00	
Clerk/Typist	\$16.00	4	\$64.00	
Subtotal A			<u>\$4,124.00</u>	
B. Final Design Phase				
Position/Title	Hourly Rate	Estimated Hours	Total	
Project Manager	\$38.00	20	\$760.00	
Project Engineer	\$31.00	60	\$1,860.00	
Design Engineer	\$24.00	20	\$480.00	
Sr. Technician	\$27.00	4	\$108.00	
Jr. Technician	\$16.00	60	\$960.00	
Clerk/Typist	\$16.00	2	\$32.00	
Subtotal B			<u>\$4,200.00</u>	
C. Bidding Phase				
Position/Title	Hourly Rate	Estimated Hours	Total	
Project Manager	\$38.00	4	\$152.00	
Project Engineer	\$31.00	4	\$124.00	
Design Engineer	\$24.00	0	\$0.00	
Sr. Technician	\$27.00	0	\$0.00	
Jr. Technician	\$16.00	0	\$0.00	
Clerk/Typist	\$16.00	1	\$16.00	
Subtotal C			<u>\$292.00</u>	
D. Construction Phase				
Position/Title	Hourly Rate	Estimated Hours	Total	
Project Manager	\$38.00	8	\$304.00	
Project Engineer	\$31.00	16	\$496.00	
Design Engineer	\$24.00	0	\$0.00	
Sr. Technician	\$27.00	0	\$0.00	
Jr. Technician	\$16.00	4	\$64.00	
Clerk/Typist	\$16.00	1	\$16.00	
Subtotal D			<u>\$880.00</u>	
Subtotal Direct Payroll			<u>\$9,496.00</u>	

STRUCTURE NO. 08.00N-21.22E

EXHIBIT B

FEE SCHEDULE

2.	General Overhead		
		KDOT Overhead Factor = 1.2946	
		= Subtotal Direct Payroll x KDOT Overhead Factor	<u>\$12,294.00</u>

3.	Fixed Fee		
		= 15 % x (Direct Payroll + General Overhead)	<u>\$3,269.00</u>

4.	Direct Expenses (Travel, expenses, sub-consultant, etc.)		
	Item	Rate	Days, Miles, Other
	CAD	\$16.00	60 hours \$960.00
	Printing	\$1.00	300 sheets \$300.00
	Geotechnical Services	\$3,000.00	1 lump sum \$3,000.00
	Mileage	\$0.55	360 Miles \$198.00
	Subtotal Direct Expenses		<u>\$4,458.00</u>

<b>GRAND TOTAL</b>	
Direct Payroll + General Overhead + Fixed Fee + Direct Expenses	<u>\$29,517.00</u>



**EXHIBIT C**  
**PROGRESS REPORTS**

Progress reports shall include the following:

1. Status of design: List each principal task and the percentage complete.
2. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.
3. Issues which need direction from County: List all items where further direction from County is needed by Engineer in order to complete the Project within the Project Schedule detailed in this Agreement.
4. Issues which may present a problem for meeting the Project Schedule: List all issues and problems which may prevent a timely completion of the plans or which may create a problem during construction.

**EXHIBIT D  
TENTATIVE PROJECT SCHEDULE**

November 1, 2009 – submit Field Check plans for review

December 1, 2009 – County comments returned to Consultant

January 1, 2010 – submit Plans for County to prepare legal descriptions for property acquisition

January 15, 2010 – submit Office Check plans for review

February 15, 2010 – County comments returned to Consultant

March 1, 2010 – submit Final Plans

May 1, 2010 – Bid letting

**EXHIBIT E**  
**CAD REQUIREMENTS**  
**(If referenced in Exhibit A)**

1. Project drawings shall be developed by Engineer through the use of a Computer-Aided Drafting (CAD) System and made available to County on digital media (see #3 below). For documentation purposes, two sets of an original digital media and two (11" x 17" size or larger) duplicate mylar sets will be prepared. One set will be given to County and one set will be retained by Engineer.
2. Software requirement: AutoCAD (Version 2008 preferred) DWG or DWF file format.  
**\*NOTE: A LAYER LIST FOR EACH PROJECT SHALL ACCOMPANY THE DIGITAL MEDIA.**
3. Acceptable Digital Media: Compact Disk or DVD. \*Note: Media will be returned to Engineer.
4. Compression Utilities: If a compression utility is used, save file(s) as "self-extracting" file(s).
5. Ensure that all objects are on their proper layers.

MEMO:

TO: Douglas County Commission  
FROM: Ron Stegall, Community Corrections

September 17, 2009

Please find attached our Year End Outcome Report for FY2009. The Kansas Department of Corrections (KDOC) requires us to take a look quarterly at how we are doing with our stated goals and to evaluate the outcomes. Therefore, we do quarterly outcome reports. KDOC also requires us to do a year end outcomes report that is reviewed and signed off on by the County Commissioners. That is the report that is attached. This year end report is a good snap-shot of the past year. Perhaps the one thing that especially needs to be emphasized is that we have continued to improve in helping offenders be successful while on probation and that our revocation rate for this year was reduced more than 20%, which was the statewide goal for all of Community Corrections.

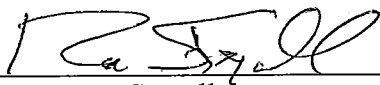
2009 Community Corrections Year End Outcome Report Signatory Approval Form

Agency Name: Douglas County Community Corrections

Agency Director: Ron Stegall

Report Period: July 1, 2008 - June 30, 2009

My signature certifies that I did author this report, and assist in the compilation and analysis of the data cited therein.

 9/16/09  
Director – Ron Stegall Date

.....  
My signature certifies that the Community Corrections Advisory/Governing Board reviewed the Year End Report of Outcomes for Fiscal Year 2009 and agreed with the findings and discussion therein.

 9.15.09  
Advisory/Governing Board Chairperson – Melissa Boisen Date

Address: 3728 OVERLAND CT LAWRENCE, KS 66049

Phone: 785.744.2544 Fax: - E-Mail: mboisen@sunflower.com

.....  
My signature certifies that the Board of County Commissioners reviewed the Year End Report of Outcomes for Fiscal Year 2009 and agreed with the findings and discussion therein.

\_\_\_\_\_  
Board Of County Commissioners Chairperson (Host County only) Date

Address:

Phone: Fax: E-Mail:

# Kansas Department of Corrections

## Community Corrections Services

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### Community Corrections Comprehensive Plan Fiscal Year 2009 Quarterly and Year End Outcome Report Format

Monitoring and evaluation of local agency and risk reduction initiatives with the purpose of determining success, and implementing changes where necessary, is a key component of successful implementation and sustainability. Utilizing research based processes to examine programs and methods proven to be effective (evidence based practices), and evaluation of the degree to which the plan is being implemented as it was intended, are required processes for local initiatives. In the Comprehensive Plan Grant Application, each funded agency explicitly agreed to provide complete and accurate data to the Kansas Department of Corrections (KDOC) regarding the initiative. On a quarterly basis, awardees are required to submit a document describing the progress of the local initiatives.

The Community Corrections Comprehensive Plan Quarterly and Year End Outcome Reports represent updates on the progress of each agency toward stated goals and objectives. These reports will provide agency directors, local stakeholders, and KDOC with information that can help improve efficiency, improve services, assist in effectively allocating resources, and assist in strengthening agency risk reduction practices.

### Components of the Quarterly and Year End Outcome Reports

#### *Community Corrections Agency*

- State the name of the agency providing the quarterly report.

#### *Implementation Goals*

- This section should include those goals and objectives that address the planning and implementation of agency initiatives (e.g., policy development, staff training, securing space, developing partnerships/MOUs, etc.).
- State the implementation goal and objectives as listed in the monitoring and evaluation section of the Community Corrections Comprehensive Plan Grant Application.
- Discuss progress toward meeting each objective by providing data to indicate the degree to which the objective is being met.
- Discuss the activities that have occurred to move the agency toward meeting the stated objective.
- Discuss any challenges that have been encountered in working toward meeting the stated objectives.
- Discuss any modifications that the agency will be making to practice as a result of the information presented on progress toward meeting objectives.
- Copy and paste the reporting format as many times as necessary to accommodate the number of goals and objectives that the agency is working toward.

## Outcome Goals

- This section should include those goals and objectives that allow the evaluation of the impact of the initiative (e.g. revocation rate, LSI-R, intervention specific data, etc.).
- State the outcome goals and objectives as listed in the monitoring and evaluation section of the Community Corrections Comprehensive Plan Grant Application.
- Discuss progress toward meeting each objective by providing data to indicate the degree to which the objective is being met.
- Discuss the activities that have occurred to move the agency toward meeting the stated objective.
- Discuss any challenges that have been encountered in working toward meeting the stated objectives.
- Discuss any modifications that the agency will be making to practice as a result of the information presented on progress toward meeting objectives.
- Copy and paste the reporting format as many times as necessary to accommodate the number of goals and objectives that the agency is working toward.

### Due Dates for the Quarterly Outcome and Year End Reports

Report Period	Due On Or Before	Signatory Approval Requirement
1 <sup>st</sup> Quarter: July 1, 2008 – September 30, 2008	October 30, 2008	No
2 <sup>nd</sup> Quarter: October 1, 2008 – December 31, 2008	January 30, 2009	No
3 <sup>rd</sup> Quarter: January 1, 2009 – March 31, 2009	April 30, 2009	No
Year End Report: July 1, 2008 – June 30, 2009	October 1, 2009	Yes

### Signatory Approval

Signatory approval is not required for the 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> Quarterly Outcome Report; however, the information documented in these reports should be shared with the local Advisory Board. The Year End Outcome Report does require full signatory approval; please see the attached signatory approval pages.

### Report Submission

The Community Corrections Comprehensive Plan Quarterly and Year End Outcome Reports are due by 5:00pm on the dates outlined above. Please send an electronic copy of each report and a scanned signatory approval document (if required) to Marie McNeal at MarieM@doc.ks.gov. If the agency is unable to scan the signatory approval document, please send an electronic copy of the report to the email address listed above and a hardcopy of the signatory approval pages to:

Kansas Department of Corrections  
Attn: Marie McNeal  
900 SW Jackson St, 4<sup>th</sup> Floor  
Topeka, KS 66612

**Kansas Department of Corrections  
Community Corrections Comprehensive Plan  
Quarterly and Year End Outcome Report Format**

**Community Corrections Agency:** Douglas County Community Corrections

***Fiscal Year 2009  
Report Period***

<u>X</u> 1 <sup>st</sup> Quarter	July 1 <sup>st</sup> - September 30 <sup>th</sup>
<u>X</u> 2 <sup>nd</sup> Quarter	October 1 <sup>st</sup> - December 31 <sup>st</sup>
<u>X</u> 3 <sup>rd</sup> Quarter	January 1 <sup>st</sup> - March 31 <sup>st</sup>
<u>X</u> Year End	July 1 <sup>st</sup> - June 30 <sup>th</sup>

**Implementation Goals**

***Goal #1: Begin facilitating cognitive groups.***

***Objective #1:*** Train the two RRI ISOs to facilitate cognitive behavior groups.

Target Date: December 31, 2008.

Progress: The two RRI ISOs along with an Adult ISP Officer completed the APPA Cognitive Facilitator Certification Training Workshop offered by Crossroads June 23 – 27, 2008. All three officers are certified to facilitate the cognitive groups that our agency began in January 2009.

Discussion / Current Activities: Our agency finalized and implemented our cognitive skills program which was a gradual and time consuming process. A trial class was conducted in late October 2008, where our certified instructors taught part of the cognitive skills course to the Court Services/Community Corrections staff at a staff retreat. Although we anticipated that the course would begin for offenders the first week of November 2008 we postponed the start date until the first week of January 2009 because a number of offenders that were enrolled were sent to treatment, jail, or had absconded. We were able to have an appropriate number of selected medium and high risk offenders (Level I/II) to begin the first session in January and the offenders graduated in March 2009. We reviewed the outcome of our first session and made adjustments to include developing an outline with more organization for each class. Our second session started July 6, 2009. We will evaluate the second session as the classes proceed and make any modifications necessary.

Challenges: Our agency had several challenges that occurred toward the end of fiscal year 2008 that overlapped during fiscal year 2009. Initially, the first challenge for our agency was waiting for an available cognitive skills training that was not available until the end of May 2008. It was a benefit to all Community Corrections agencies that KDOC approved the cognitive skills curriculum offered by Crossroads as it provided another training alternative rather than waiting for the cognitive skills training to be offered by KDOC. Another challenge for our agency was that we had an employee, who was scheduled to attend the Crossroads training, resign from our agency in early May 2008.



Consequently, our agency proceeded through an interview, hiring, orientation, and training process in a short period of time. Although it was not expected, the employee who accepted the position also accepted the offer to attend the Crossroads training and is now certified to facilitate cognitive skills groups. The ISO is a substitute facilitator, filling in should the need arise.

Another challenge, which occurred during fiscal year 2009, was finding the time to implement and finalize the program. Class and group participation are imperative and therefore, another challenge was having an adequate number of offenders enrolled in the classes so that the classes are productive and beneficial to the offenders. Although our goal was to begin the classes in November 2008, we had to postpone our target date due to some enrolled offenders entering treatment, jail, or absconding prior to the course beginning. Once the first session began in January 2009, another challenge was having consistent offender attendance each week. As our program continues, we believe that as long as the initial session begins with an adequate number of offenders that meet the Cross Roads curriculum, should several offenders be excused from class for any reason, it will not jeopardize the class material. Also, we have expanded the classes by accepting referrals from Court Services and State Parole, as long as space is available.

Modifications: We modified the program to include high risk offenders supervised by Court Services that may be going through revocation proceedings for assignment to Community Corrections. The program also accepts referrals from State Parole. However, the first priority is to the Community Corrections offenders.

***Goal #2: Train all staff to assist in overall offender success.***

***Objective #1:*** Train all staff (except RRI ISOs certified to facilitate) to utilize cognitive-behavioral techniques, as offered and available by KDOC.

Target Date: FY 2009 - June 30, 2009; FY 2010 – December 31, 2009

Progress: We have made considerable progress toward this goal. All ISOs have attended cognitive-behavioral techniques training. In fiscal year 2008, four ISOs were certified to facilitate cognitive-behavioral techniques. Three were certified through Cross Roads and one was certified through KDOC. In September 2008 two additional ISO's received training offered by KDOC in cognitive-behavioral techniques. The last ISO completed cognitive-behavioral techniques in June 2009. The Community Service Work (CSW) Coordinator and the surveillance officers still need to complete the cognitive-behavioral techniques training since they interact with offenders on a daily basis.

Discussion / Current Activities: Although our target date was to have all staff trained in cognitive-behavioral techniques by June 30, 2009 we were actually hoping to have all staff trained by December 31, 2008. However, this did not occur. We are currently waiting for the training to be offered by KDOC so that the Community Service Work (CSW) Coordinator and surveillance officers can attend the training.

Challenges: Due to limited funding, the challenge was waiting for KDOC to offer the training in close proximity to our agency. At this time, we are waiting for KDOC to provide available training dates so that the CSW Coordinator and surveillance officers can enroll. Another challenge was the confusion of the training no longer being listed in TOADS but in TRAIN.

Modifications: We have modified our target date to December 31, 2009 to allow for the CSW Coordinator and surveillance officers to attend cognitive-behavioral techniques training since they interact with offenders on a daily basis. The CSW Coordinator also facilitates our in-house anger control classes. This has been incorporated in our 2010 FY comprehensive plan. Therefore, during our next Quarterly Report, the “target date” mentioned above will be changed to reflect the new target date, December 31, 2009.

**Objective #2:** Train all staff in Advanced Communication Motivational Strategies (ACMS)/motivational interviewing techniques, as offered and available by KDOC.

Target Date: FY 2009 - June 30, 2009; FY 2010 – December 31, 2009

Progress: Although our target date was June 30, 2009, all ISOs were trained in ACMS prior to December 31, 2008 and therefore, this goal has been met. One ISO is certified as a facilitator.

Discussion / Current Activities: As previously reported in our last Quarterly Report, we had three ISOs that remained to be trained in ACMS. Two ISOs attended the training offered by KDOC in December, 2008 and the remaining ISO completed ACMS as part of the Case Management training.

Challenges: Registration was based on a first come first serve basis. Because of KDOC scheduling and the number of spaces available once ACMS training was offered, it was difficult to have all staff that interact with offenders trained at one given time. Also, due to limited funding, our agency was interested in training that was offered in closer proximity to our agency. Two ISOs completed ACMS training in Wyandotte County, which required very little cost to the agency. However, the remaining ISO completed three weeks of Case Management Training in Ellsworth, Kansas, which costs the agency a considerable amount. The costs were off set by our agency being awarded a portion of the FY 2008 unexpended funds.

Modifications: We have added a modification to this goal to include having the CSW Coordinator complete ACMS since he interacts with offenders on a daily basis. He also facilitates our in-house anger control classes. This has been incorporated in our FY 2010 comprehensive plan. Our target date was June 30, 2009. However, this did not occur and therefore, we have modified our target date to December 31, 2009. This has also been incorporated in our FY 2010 comprehensive plan.

**Objective #3:** Train all ISOs in Case Management, as offered and available by KDOC.

Target Date: FY 2009 – June 30, 2009; FY 2010 - June 30, 2010

Progress: Although all ISOs are using case management in their daily supervision of offenders, only the new ISO has completed Case Management training.

Discussion / Current Activities: Although Case Management training is available via TRAIN, which is titled Principles and Practices the training is geared toward Parole/Facilities. According to our consultant with KDOC, the next Case Management training for Community Corrections is tentatively scheduled for 2010.

Challenges: We had several challenges in enrolling the new ISO in Case Management training. These include not being able to enroll the new ISO in training that was in close proximity to our agency, the expense involved, and the amount of time the ISO was out of the office. There were approximately three case management trainings that were held that required overnight stays due to the trainings not being offered in our surrounding area. Since the new ISO began employment in May, 2008, we could not afford to continue to allow her to supervise offenders without having adequate training to be able to utilize the skills in her daily supervision with offenders. The ISO attended Case Management training in Ellsworth, Kansas, which was a three week course over time. This cost our agency a considerable amount of money due to the required overnight stays and the fuel involved. Along with Case Management training, the ISO was also out of the office for TOADS, Cognitive-skills training, and Community Corrections Risk Reduction training, along with receiving a new caseload of approximately 35 offenders and the administrative work that comes along with supervising a caseload. Therefore, it was not only a challenge for our agency but for the ISO. It should be noted that the training expenses were off set by our agency being awarded a portion of FY 2008 unexpended funds.

Another challenge has been the confusion regarding the three week Case Management training, what training courses it includes, and how to enroll (TOADS or KDOC). Along with this, it was difficult to distinguish which case management training was available for enrollment via TOADS. We were advised that enrolling in the Case Management training in TOADS was the two day training for seasoned ISOs and not new ISOs.

We were recently advised by KDOC that we will need to enroll in Case Management (Practices/Principles) through TRAIN but the next Community Corrections training is not scheduled until 2010 unless there are sufficient enrollees prior to 2010. Currently, the Case Management in TRAIN is geared toward Parole/Facilities.

Modifications: As mentioned in our FY 2010 Comprehensive Plan, we had modified our target date from June 30, 2009 to December 31, 2009. However, since KDOC does not expect to have the training available until 2010, we have modified our target date yet again to June 30, 2010.

### **Outcome Goals**

***Goal #1: Increase the percentage of probationers successfully completing Community Corrections supervision.***

***Objective #1:*** Reduce the rate of offender revocation by 30%.

Target Date: June 30, 2009

Progress: For fiscal year 2009, our agency compared the data from the Admit, Discharged, Transfer report for all four quarters. The following data was obtained:

Dates	Total Discharged	Discharged	Discharge to Court Services	Revoked Condition	Revoked New Felony	Revoked Misd	Death
1 <sup>st</sup> Quarter 07/01/08 – 09/30/08	37	27	0	9	0	1	0
2 <sup>nd</sup> Quarter 10/01/08 – 12/31/08	29	24	0	5	0	0	0
3 <sup>rd</sup> Quarter 01/01/09 – 03/31/09	24	19	0	3	1	0	1
4 <sup>th</sup> Quarter 04/01/09 – 06/30/09	16	13	1	2	0	0	0
<b>YEAR END TOTAL 07/01/08 – 06/30/09</b>	<b>106</b>	<b>83</b>	<b>1</b>	<b>19</b>	<b>1</b>	<b>1</b>	<b>1</b>

In fiscal year 2006, a total of 35 offenders were revoked from our agency. Our agency's goal is to reduce this figure by 30% or nine offenders. At the end of fiscal year 2008 (06/30/08), our agency had 135 offenders discharged with 34 (25%) offenders revoked. In reviewing revocation numbers with ISOs, primarily the risk reduction ISOs, many of the offenders that were revoked were offenders that had on-going issues prior to the implementation of our risk reduction initiative goals. Therefore, those offenders were offenders that were either already going through revocation proceedings or were at the point that there were no other alternatives but to refer them to the Court to begin revocation procedures. At the end of fiscal year 2008, we believed that we were close to the end of the aftermath of those offenders and beginning fresh with new offenders.

Our numbers for fiscal year 2009 proved to be favorable compared to fiscal year 2008. According to the above data from fiscal year 2009, the total number of offenders discharged was 106. Out of the 106 total numbers of offenders, 83 (78%) were discharged successfully, one (.9%) was transferred to Court Services, 19 (18%) were revoked as conditional violators, one (.09%) was revoked due to a new misdemeanor conviction, and one (.09%) passed away. Although the number of offenders revoked for condition violations were 19 (18%), the revocation numbers decreased between the first and fourth quarters. For fiscal year 2009 the total number offenders revoked were 21 (19%) down from the 34 we had in fiscal year 2008. Therefore, our agency is making considerable progress.

In reviewing the 21 (19%) total revocations for FY 2009, 16 were revoked from the Risk Reduction Initiative caseload. In fiscal year 2006, 35 offenders were revoked and our agency's goal is to reduce this figure by nine offenders. In other words, our goal is to have no more than 24 revocations. Although we met our goal during fiscal year 2009 with 21 revocations, we will continue to strive for an even larger reduction during fiscal year 2010.

Discussion / Current Activities: Specialized caseloads are still implemented. The cognitive skills classes were scheduled to begin November, 2008. However, the first class began in January 2009 and ended in March 2009. The reason for the delay was to make sure we had an adequate number of offenders for the first session to be successful. We made modifications to our first program which included having an outline for each class so the classes would be more organized. We began our second class in July 2009. Since our last Quarterly Report (April 30, 2009), the last remaining ISO that needed Cognitive-Behavioral Techniques training successfully completed the training in June 2009. Therefore, all ISOs have now been trained in Cognitive-Behavioral Techniques. All ISOs have also completed Advanced Communication and Motivational Strategies. All ISOs are expected to utilize the skills learned during Cognitive-Behavioral Techniques/ACMS training in their daily supervision with offenders. Per policy and procedures, all recommended revocations will require staffing prior to recommending revocation. Our agency will continue to measure progress through quarterly reports.

Challenges: As previously noted, many revocations have been the result of past offenders that have continued to violate with no other alternative but to recommend revocation. Our average daily population (ADP) is continuing to rise and therefore, caseloads are rising including the Risk Reduction Initiative caseload.

Modifications: There are no modifications at this time except brainstorming additional ways to help ease the burden of rising caseload numbers.

***Goal #2: Increase offenders' positive associations for offenders assigned to the RRI medium and high risk caseload.***

***Objective #1:*** Identify one (1) positive mentor (familial or peer) for 80% of offenders assigned to the RRI medium and high risk caseload.

Target Date: FY 2009 – June 30, 2009; FY 2010 - June 30, 2010

Progress: As part of our RRI program, we have not developed nor implemented a *structured process* of identifying a positive mentor at this time due to time constraints. However, now that the Cognitive Skills program has been implemented and began in January 2009, we can begin on this next component of our program.

Discussion / Current Activities: Although we are not implementing this phase of our RRI program at this time, currently the RRI officers have identified positive mentors throughout interviews/contacts with the offender but not on a consistent or formal basis.

Challenges: Our agency has several components to our initiative and our agency is gradually prioritizing and implementing each component. Our main challenge has been the time and effort involved in developing a structured mentoring program. We spent a considerable amount of time implementing the cognitive skills classes and developing a mentoring program will also take time. Since the Douglas County Jail's Re-entry Program is in the process of wanting to also implement a mentoring program, we will be gathering information from the Director of the Re-entry Program and brainstorming ways to develop a structured program that will benefit the offenders. We are awaiting response regarding Salvation Army's Second Chance Act's Section 211 Mentoring Grant application and will collaborate with the Re-entry Program regarding mutual offenders.

We had a volunteer and an intern that were going to assist our agency in developing the mentoring program. However, the volunteer recently accepted a part-time dual position with both Court Services/Community Corrections. Therefore, her volunteer work has been reduced considerably and she will only be working on the mentoring project on her off days. The intern needed 240 hours between the end of May 2009 and July 2009. Therefore, her internship was for a short period of time.

Modifications: Our goal was to have the mentorship program developed and implemented by December 31, 2008 which was extended to June 30, 2009. However, this did not occur. The volunteer will be working not only on the mentoring program but also developing the incentives and rewards program along with an employment class. Therefore, our new target date for the mentoring program is June 30, 2010.

**Goal #3: Improve the dosage of targeted interventions.**

**Objective #1:** Reduce the leisure/recreation LSI-R domain.

Target Date: FY 2009 - June 30, 2009; FY 2010 – June 30, 2010

Progress: In January 2008, our agency evenly redistributed offender caseloads. The RRI officers have reduced caseloads supervising medium and high (level I/II) offenders that require more attention and time. The RRI officers have targeted and prioritized interventions via interviews with the offender, obtaining information from the LSI-R, and developing thorough Supervision Plans. Although one of the goals with the RRI officers is to work with the offender in prioritizing their interventions and administering the right dosage to meet the offender's needs, the offender's time is structured enough so that it leaves very little time for negative activity. It should be noted that the Director and Deputy Director through field contact, have had a chance to observe one of the RRI officers working with an offender in the community.

Our agency obtained the following data from the LSI-R Performance report from July 1 – September 30, 2008, October 1 – December 31, 2008, January 1, 2009 – March 31, 2009, and April 1 – June 30, 2009:

**Fiscal Year 2009 (1<sup>st</sup> Quarter July 1 – September 30, 2008)**

**Total of 30 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	12 (40%)	4 (13%)	14 (47%)
Not Revoked	12 (50%)	1 (4%)	11 (46%)
Revoked	0 (0%)	3 (50%)	3 (50%)

**Fiscal Year 2009 (2<sup>nd</sup> Quarter October 1 - December 31, 2008)**

**Total of 25 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	4 (16%)	8 (32%)	13 (52%)
Not Revoked	4 (20%)	4 (20%)	12 (60%)
Revoked	0 (0%)	4 (80%)	1 (20%)

**Fiscal Year 2009 (3<sup>rd</sup> Quarter January 1 – March 31, 2009)**

**Total of 19 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	5 (26%)	5 (26%)	9 (47%)
Not Revoked	5 (31%)	4 (25%)	7 (44%)
Revoked	0 (0%)	1 (33%)	2 (67%)

**Fiscal Year 2009 (4<sup>th</sup> Quarter April 1 – June 30, 2009)**

**Total of 12 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	2 (17%)	5 (42%)	5 (42%)
Not Revoked	2 (18%)	5 (45%)	4 (36%)
Revoked	0 (0%)	0 (0%)	1 (100%)

In comparing the charts above, what we would like to see is that there is a higher percentage in the *decreased* column and a lower percentage in the *increased/unchanged* columns. However, there are some offenders that are on level IV supervision that may not have many changes to their scores because they are in total compliance. Of course, these offenders may be considered for an early discharge if they meet the criteria based on Policy/Procedures. Although our agency does not believe the scores are shocking, we do believe that once all components of our program are in place we will notice a considerable difference in the percentages.

Discussion / Current Activities: The cognitive skills classes began in January 2009. Once we implement our mentoring program, employment classes, and incentive/rewards program, and continue to attend the required trainings to learn more about evidence based practices, over time we should continue to see positive data. We also believe that Case Management training that focus' on Supervision Plan development will assist our ISOs in structuring the offenders time constructively.

Challenges: The challenge continues to be finding time to develop the remaining components of our risk reduction initiative program. With the addition of the volunteer we are now hoping to meet our new target date. Another challenge is waiting for KDOC to offer the Case Management training for Community Corrections agencies, which is tentatively scheduled for 2010.

Modifications: Our goal was to have the mentorship program developed and implemented by December 31, 2008 which was extended to June 30, 2009. However, this did not occur. As mentioned previously, we also had to extend our target date for Case Management training due to the training not being available. We hope that all staff that interacts with offenders will be able to complete the Case Management training tentatively scheduled for 2010. The volunteer will be working not only on the mentoring program but also developing the incentives and rewards program along with an employment class. Therefore, our new target date for developing all components of the risk reduction initiative program is June 30, 2010. Overtime we are hoping to see positive results of offenders LSI-R scores.

**Objective #2:** Reduce the family/marital LSI-R domain.

Target Date: FY 2009 – June 30, 2009; FY 2010 - June 30, 2010

Progress: Our agency obtained the following data from the LSI-R Performance report from July 1 – September 30, 2008, October 1 – December 31, 2008, January 1 – March 31, 2009, and April 1 – June 30, 2009:

**Fiscal Year 2009 (1<sup>st</sup> Quarter July 1, 2008 – September 30, 2008)**

**Total of 30 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	8 (27%)	7 (23%)	15 (50%)
Not Revoked	8 (33%)	3 (12%)	13 (54%)
Revoked	0 (0%)	4 (67%)	2 (33%)



**Fiscal Year 2009 (2<sup>nd</sup> Quarter October 1 - December 31, 2008)**

**Total of 25 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	7 (28%)	5 (20%)	13 (52%)
Not Revoked	7 (35%)	3 (15%)	10 (50%)
Revoked	0 (0%)	2 (40%)	3 (60%)

**Fiscal Year 2009 (3<sup>rd</sup> Quarter January 1 - March 31, 2009)**

**Total of 19 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	4 (21%)	5 (26%)	10 (53%)
Not Revoked	3 (19%)	3 (19%)	10 (62%)
Revoked	1 (33%)	2 (67%)	0 (0%)

**Fiscal Year 2009 (4<sup>th</sup> Quarter April 1 – June 30, 2009)**

**Total of 12 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	2 (17%)	5 (42%)	5 (42%)
Not Revoked	2 (18%)	5 (45%)	4 (36%)
Revoked	0 (0%)	0 (0%)	1 (100%)

In looking at the above data, it is interesting to see that the numbers are still low for the revoked offenders. Again, our agency would like to see a higher percentage in the *decreased* column and a lower percentage in the *increased/unchanged* columns. As indicated previously, there are some offenders that are on level IV supervision that may not have many changes to their scores because they are in total compliance. Of course, these offenders may be considered for an early discharge if they meet the criteria based on Policy/Procedures.

Discussion / Current Activities: The cognitive skills classes began in January, 2009. We modified the classes upon completion of the first session and our second session began in July 2009. Once we implement all components of our risk reduction initiative program along with continuing to attend the required trainings to learn more about evidence based practices, over time we should continue to see positive data.

Challenges: The challenge continues to be finding time to develop the remaining components of our risk reduction initiative program. With the addition of the volunteer we are now hoping to meet our new target date. Another challenge is waiting for KDOC to offer the Case Management training for Community Corrections agencies, which is tentatively scheduled for 2010.

Modifications: Our goal was to have the mentorship program developed and implemented by December 31, 2008 which was extended to June 30, 2009. However, this did not occur. As mentioned previously, we also had to extend our target date for Case Management training due to the training not being available. We hope that all staff that interacts with offenders will be able to complete the Case Management training tentatively scheduled for 2010. The volunteer will be working not only on the mentoring program but also developing the incentives and rewards program along with an employment class. Therefore, our new target date for developing all components of the risk reduction initiative program is June 30, 2010. Overtime we are hoping to see positive results of offenders LSI-R scores.

**Objective #3:** Reduce the companions LSI-R domain.

Target Date: FY 2009 - June 30, 2009; FY 2010 – June 30, 2010

Progress: Our agency obtained the following data from the LSI-R Performance reports from July 1 – September 30, 2008, October 1 – December 31, 2008, January 1 – March 31, 2009 and April 1 – June 30, 2009:

**Fiscal Year 2009 (1<sup>st</sup> Quarter July 1 – September 30, 2008)**

**Total of 30 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	15(50%)	2 (7%)	13 (43%)
Not Revoked	14 (58%)	1 (4%)	9 (38%)
Revoked	1 (17%)	1 (17%)	4 (67%)

**Fiscal Year 2009 (2<sup>nd</sup> Quarter October 1 – December 31, 2008)**

**Total of 25 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	9(36%)	4 (16%)	12 (48%)
Not Revoked	8 (40%)	3 (15%)	9 (45%)
Revoked	1 (20%)	1 (20%)	3 (60%)

**Fiscal Year 2009 (3<sup>rd</sup> Quarter January 1 - March 31, 2009)**

**Total of 19 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	6 (32%)	6 (32%)	7 (37%)
Not Revoked	6 (38%)	4 (25%)	6 (38%)
Revoked	0 (0%)	2 (67%)	1 (33%)

**Fiscal Year 2009 (4<sup>th</sup> Quarter April 1 – June 30, 2009)**

**Total of 12 Offenders that had two or more LSI-R assessments completed**

<b>Offenders</b>	<b>Decreased</b>	<b>Increased</b>	<b>Unchanged</b>
Total Offenders (Not Revoked/Revoked)	4 (33%)	2 (17%)	6 (50%)
Not Revoked	4 (36%)	2 (18%)	5 (45%)
Revoked	0(0%)	0(0%)	1(100%)

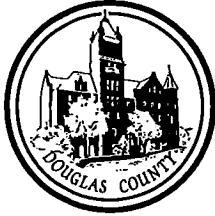
In reviewing the FY 2009 third quarter data, the decreased column is still high, although we would like to see the percentages even higher. However, the percentages in the increased column rose considerably from the second to the third quarter. This will be an area that our agency will need to examine further throughout the next reporting period.

Again, our agency would like to see a higher percentage in the *decreased* column and a lower percentage in the *increased/unchanged* columns. Again, there are some offenders that are on level IV supervision that may not have many changes to their scores because they are in total compliance. Of course, these offenders may be considered for an early discharge if they meet the criteria based on Policy/Procedures.

Discussion / Current Activities: The cognitive skills classes began in January, 2009. We modified the classes upon completion of the first session and our second session began in July 2009. Once we implement all components of our risk reduction initiative program along with continuing to attend the required trainings to learn more about evidence based practices, over time we should continue to see positive data.

Challenges: The challenge continues to be finding time to develop the remaining components of our risk reduction initiative program. With the addition of the volunteer we are now hoping to meet our new target date. Another challenge is waiting for KDOC to offer the Case Management training for Community Corrections agencies, which is tentatively scheduled for 2010.

Modifications: Our goal was to have the mentorship program developed and implemented by December 31, 2008 which was extended to June 30, 2009. However, this did not occur. As mentioned previously, we also had to extend our target date for Case Management training due to the training not being available. We hope that all staff that interacts with offenders will be able to complete the Case Management training tentatively scheduled for 2010. The volunteer will be working not only on the mentoring program but also developing the incentives and rewards program along with an employment class. Therefore, our new target date for developing all components of the risk reduction initiative program is June 30, 2010. Overtime we are hoping to see positive results of offenders LSI-R scores.



## DOUGLAS COUNTY ADMINISTRATIVE SERVICES

### Division of Purchasing

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

FROM: Jackie Waggoner, Purchasing Director  
Division of Purchasing

SUBJECT: Consider Accessing a Cooperative Contract for Copier Equipment

DATE: September 17, 2009

Our fifth year copier contract with Ricoh concluded on July 31, 2009. We have extended this agreement on a month-month basis until decisions are made.

The County centralized copier acquisitions in 1990 and has purchased and/or leased equipment every five years. Both types of contracts have included a services agreement which furnishes all supplies except paper. The service agreement is established on a cost per copy (CPC) and calculated on volumes. Up until five years ago we solicited bids for this acquisition. Five years ago we saw significant savings in accessing the U.S. Communities cooperative contract. At that time we also elected to consolidate our equipment and maintenance by going to multi-function copiers. These devices provide functions to copy, print, scan, and fax. Cooperative contracts (national, regional, and State) were created to help government agencies reduce their cost by combining purchasing power.

Through our continued interest to explore cooperative efforts, I solicited a Request for Information (RFI) for our multi-function copiers by accessing cooperative contracts. The RFI required the cooperative contract to have been established through a competitive bidding process. The attached table provides a summary of both lease and purchase options. It is my recommendation that we consider leasing the equipment (for 60 months) rather than purchasing. This provides us more flexibility in changing out the equipment as we have problems, as technology changes, and as our needs change. Additionally, we have found that the equipment value at the end of five years has only been \$100 or less.

As you can see, Unisource and Logan Business System are the two apparent low proposals, but did not meet the minimum specifications. For your information I have identified the suppliers who took exceptions to the specifications and how many devices each exception impacts. While some of the exceptions are minor and would be acceptable, others would have a significant impact on the functionality and our operations. Therefore, I recommend that we reject these two responses and consider the next low proposal submitted by Ricoh Business who met our minimum requirements. At this time I would ask the Board to authorize staff to finalize a contract with Ricoh Business. The final contract would be brought back to you for approval. I will be available at the commission meeting to answer any questions you may have.

**SUGGESTED MOTION:** The Board of Commissioners authorizes staff to finalize a contract with Ricoh Business Solutions for the acquisition of multi-function copiers.

	<b>RICOH BUSINESS SOLUTIONS</b>	<b>CENTURY UNITED</b>	<b>UNISOURCE</b>	<b>TOSHIBA BUSINESS PRODUCTS</b>	<b>LOGAN BUSINESS SYSTEM</b>	<b>CENTURY UNITED</b>
Cooperative Contract	U.S. Communities	U.S. Communities	AEP	States of MO, FL, UT	NCP & NJPA	Kansas State
Equipment Manufacture	Ricoh	Savin	Konica Minolta	Toshiba	Sharp	Savin
Meets Specifications	Yes	Yes	No (51 models)	No (2 models/4 devices)	No (6 models/46 devices)	Yes
<b>Equipment Annual Cost (based on 60 month lease – 51 devices)</b>	\$ 68,340	\$81,766	\$ 57,739	\$71,345	\$51,779	\$90,919 Yrs 1-3 \$72,008 Yr 4 \$35,761 Yr 5
Data Overwrite Security System (46) & Encryption	\$ 2,208	\$4,201	2,744 (43 vs. 46)	\$ 2,285	\$ 2,088 (31 vs. 46)	\$5,672 Yrs 1-3 \$4,700 Yr 4 \$3,826 Yr 5  Option: No cost to remove HD
Service Annual CPC – Color (based on est.75,000)	\$ 4,125	\$ 4,500	\$ 4,500	\$ 3,525	\$ 3,375	\$3,917*
Service Annual CPC – B&W (based on est. 3,000,000)	\$ 20,100	\$21,000	\$ 15,000	\$ 20,100	\$ 24,000	\$18,252*
Equipment Removal Cost	Included	Included	Included	Included	\$ 4,000**	Included
<b>Total Annual Cost</b>	<b>\$ 94,773</b>	<b>\$111,467</b>	<b>\$ 79,983</b>	<b>\$ 97,255</b>	<b>\$ 85,242 1<sup>st</sup> yr. \$81,242 2-5 yrs.</b>	<b>\$118,760 Yrs 1-3 \$98,877 Yr 4 \$ 61,756 Yr 5</b>
<b>Total Cost - 60 Month Lease</b>	<b>\$473,865</b>	<b>\$557,335</b>	<b>\$399,915</b>	<b>\$486,275</b>	<b>\$410,210</b>	<b>\$516,913</b>
Equipment Purchase Price	\$305,875	\$360,110	\$240,580	\$284,469	\$216,179	NA
Data Overwrite Security System & Encryption (46)	\$ 10,373	Negotiate Cost	\$11,433	\$ 9,513	\$ 8,720	
Service Annual CPC – Color (based on est.75,000)	\$ 4,125	\$ 4,500	\$ 4,500	\$ 3,525	\$ 3,375***	
Service Annual CPC – B&W (based on est. 3,000,000)	\$ 20,100	\$ 21,000	\$ 15,000	\$ 20,100	\$ 24,000	
<b>Total Cost – 1<sup>st</sup> year</b>	<b>\$340,473</b>	<b>\$385,610****</b>	<b>\$271,513</b>	<b>\$317,607</b>	<b>\$252,274</b>	
<b>Total Cost – 5 years</b>	<b>\$437,373</b>	<b>\$487,610****</b>	<b>\$349,513</b>	<b>\$412,107</b>	<b>\$361,774</b>	

\* Based on an average .055 CPC for color and .007 CPC for b&w; each model has a different CPC and a different rate per year. B&W only identifies that the rates vary by equipment.

\*\* Only applies to 1<sup>st</sup> year cost

\*\*\* Excludes 17-25 ppm models for they use RAM memory.

\*\*\*\*Excludes cost to purchase data overwrite security system

<b>EXCEPTION TO THE SPECIFICATIONS</b>		
<b>LOGAN BUSINESS MACHINES</b>		
<i>Required</i>	<i>Proposed</i>	<i>Number of Models Impacted</i>
Copy Trays – 550 sheet trays	Copy Trays – 500 sheet trays	31
50 Sheet External Finisher	30 sheet external finisher	12
Memory: 40 GB HD	Memory: 32 MB RAM; No HD	12
Paper Weight: 16-24 lb.	Paper Weight: 16-21 lb.	3
Memory: 640 MB RAM; 80 GB HD	Memory: 320 RAM; No HD	3
Hard Drive: 80 GB	Hard Drive: 40 GB	1
RAM: 512 MB	RAM: 383 MB	1
<b>TOSHIBA BUSINESS PRODUCTS</b>		
Paper Weight: minimum 16 lb	Paper Weight: minimum 17 lb	51 (exceeds minimum by 1 lb)
Hard Drive: 80 GB	Hard Drive: 60 GB	4
<b>UNISOURCE</b>		
RAM: 768 MB	RAM: 320 MB	12
Copy Trays: 550 sheet trays	Copy Trays: 500 sheet trays	21
Rated Copy Speed: 40 PPM (or faster)	Rated Copy Speed: 28 PPM	16
Memory: 384 MB	Memory: 320 MB	5
640 MB RAM / 80 GB HD	160 MB RAM; No HD	3
Hard Drive: 80 GB	Hard Drive: 60 GB	5
Hard Drive: 160 GB	Hard Drive: 60 GB	10

# Memorandum

## City of Lawrence

### City Manager's Office

TO: Craig Weinaug, County Administrator  
CC: County Commission  
Beth Johnson, Vice-President for Economic Development, Lawrence Chamber of Commerce  
Diane Stoddard, Assistant City Manager  
FROM: Roger Zalneraitis, Economic Development Coordinator/Planner  
DATE: September 3<sup>rd</sup>, 2009  
RE: Proposal for Economic Development and Facility Bond Criteria

Commissioner Mike Gaughan and County Administrator Craig Weinaug met with Beth Johnson of the Lawrence Chamber of Commerce and myself on Monday, August 31<sup>st</sup>. The purpose of the meeting was to discuss developing criteria for the allocation of Recovery Zone bonds to applicants.

There are two types of Recovery Zone bonds. The first are Economic Development bonds. These are taxable bonds that may be used by governing agencies for infrastructure development and job training programs. They receive a 45% tax credit for interest paid. The second type of bonds are Facility Bonds. These are tax-exempt bonds that may be used by private firms for all but a limited number of projects in order to enhance local economic development. Bonds were allocated to cities and counties throughout the nation based on local unemployment rates. Any bonds not drawn upon by December 31<sup>st</sup>, 2010 will expire and remain unused.

At the meeting, we reviewed existing governing documents, including Horizon 2020 and the Economic Development Incentive policy adopted by the City of Lawrence on March 24<sup>th</sup>, 2009. The County expressed an interest in making sure that the criteria favored projects that would advance job creation and economic growth locally. The County asked Chamber and City staff to develop recommendations on how to meet these goals, as well as an application form so that the County could evaluate various proposals and allocate Recovery Zone bonds accordingly.

After further review, staff recommends three steps for the County. The first step would be to pass a resolution that outlines the types of projects that the County wishes to see these bonds applied toward.

With regard to Facility Bonds, this would include projects that create "employment centers." Employment centers would be facilities where people are employed, the creation or expansion of which would lead to more jobs available in the County (expansion could include purchases of durable machinery and equipment). Preferably, the applicant would be the occupant of the facility. If the applicant is not the occupant, the applicant should be required to let the County know who the occupant is in order to prevent the funds from being used for more speculative investments.



For Economic Development bonds, the resolution should support their use by local governing bodies, which may be the cities within Douglas County, the school districts, or the County itself. The uses allowed could be public improvements to new or existing employment sites, or job training programs.

Second, all applicants should be required to fill out an application form. A copy of the proposed application form is attached. This application provides data that the County can use for its criteria of attracting or creating quality jobs for the region. It includes information on the amount of bonds requested, the total capital investment, the number of jobs that will be created, the average wage of these jobs, employee benefits, whether the project will have any sustainable environmental features, and a timeline for the project.

The application should also request that the applicant agree to a "Notice of Intent." This notice would require that bonds be issued by the applicant within a period of time or be returned to the County so that they may be allocated to other eligible parties. The purpose of this time limit is to ensure that all bonds are used prior to their December 31<sup>st</sup>, 2010 expiration. State policy provides a useful guideline: their bonds must be issued in 60 calendar days, and recipients of state bonds may request a 30 day extension if they have not been issued in that timeframe. The County may wish to adopt a similar structure. The Notice of Intent should also stipulate that the applicant pay all administrative and legal fees associated with the bonds.

Finally, the resolution should outline the application process. The application process must be consistent with state law regarding Industrial Revenue Bonds (IRBs), so we recommend that the County work with bond counsel to ensure that all statutory procedures are appropriately met. The process will likely include the following steps:

- 1) An applicant would fill out an application and submit it to the County for review;
- 2) A notice of public hearing would be placed in the local paper seven (7) days prior to the public hearing.
- 3) The County would then conduct the public hearing.
- 4) If the County votes to allocate bonds to the project, the allocation would be dependent on a Notice, or Letter, of Intent signed by the County and applicant.
- 5) If bonds are issued within a City or within 3 miles of a City boundary, the City must approved the bond within 7-13 days of issuance. The City may approve the bond issuance either through a resolution of support or by simply not voting on the issuance. A City can issue a vote of non-support and thus veto a bond issuance within its boundaries.

This process would be the same for both Economic Development and Facility Bond applicants.

Recommended actions: We recommend that the County Commission direct staff to draft a resolution and application process as described above. Also, staff requests that the County Commission approve the application form as submitted with this memo.

# Douglas County

## Recovery Zone Bonds Application Sheet

*Douglas County welcomes your interest in using Recovery Zone Economic Development and Facility Bonds on your new project. There has been significant interest in these Bonds, and due to the limited amount of bonds available the County wishes to be able to fairly allocate them based on the quality of the investment and the ability of the project to achieve our local economic development goals. Your willingness to supply the following information is greatly appreciated.*

### Part I: Applicant Information

**Applicant/Company Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** (    )-    - \_\_\_\_\_

**Fax:** (    )-    - \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Website:** \_\_\_\_\_

### Principal Contact(s) and Titles:

1) \_\_\_\_\_, \_\_\_\_\_

2) \_\_\_\_\_, \_\_\_\_\_

3) \_\_\_\_\_, \_\_\_\_\_

## Part II: Project Questionnaire

Please check whether you are applying for Facility Bonds or Economic Development Bonds:

Facility Bonds (for private firms)

Economic Development Bonds (for local government agencies)

1. Please provide a brief overview of the project you are proposing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Will you occupy the facility?  Yes  No

If you will not occupy the facility, please list the occupant:

\_\_\_\_\_

*(note: It is recommended that the facility Occupant attend the public hearing)*

3. What is the size of the proposed construction or expansion: \_\_\_\_\_

4. What is the proposed *total* capital investment in:

Land: \$ \_\_\_\_\_

Buildings: \$ \_\_\_\_\_

Machinery/Equipment: \$ \_\_\_\_\_

Infrastructure: \$ \_\_\_\_\_

Job Training: \$ \_\_\_\_\_

Other (describe): \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. What is the amount of Bonds that you are requesting? \$ \_\_\_\_\_

*(please note: the IRS excludes land acquisition for Bond use.)*

6. About how many jobs do you anticipate will be created by this project:

Number of new jobs: \_\_\_\_\_

Average annual salary: \$ \_\_\_\_\_

*(note: please do not include jobs or salaries for construction of facility)*

7. Please provide a brief description of employee benefits offered (eg, health care, job training, retirement): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. Horizon 2020 lists several types of industries that Douglas County is interested in growing or expanding. Please check any and all industries that your project matches:

- Life Sciences/Research;
- Information Technology;
- Aviation and Aerospace;
- Value-added Agriculture; or
- Light Manufacturing and Distribution;
- Other

If other, please describe briefly:

\_\_\_\_\_  
\_\_\_\_\_

9. Will there be any sustainable or energy efficient design features?  Yes  No

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. Please provide a timeline for completion of your project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Part III: Use of Bonds, Applicant's Signature

*As you may know, Recovery Zone Bonds must be committed to projects by December 31<sup>st</sup>, 2010 or they will expire and go unused. In the interest of ensuring the use of all Economic Development and Facility Bonds allocated to Douglas County, the County wishes for any applicant receiving these bonds to agree to issue the bonds within 60 calendar days of the allocation or return them to the County for other applicants to use. If bonds have not been issued within 60 days, applicants may request a 30 day extension.*

1. Do you agree to sign a Notice of Intent stipulating that you will issue the bonds within 60 calendar days (subject to a 30 day extension at your request) of the County allocating them to you or else release your allocation back to the County?  Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Do you agree to pay all fees associated with the bonds, including administrative, legal, and other?  Yes  No

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Will you use County bond counsel to assist with the issuance of these bonds?

Yes  No

If no, please list bond counsel name and contact information:

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** (\_\_\_\_) - \_\_\_\_\_

**Fax:** (\_\_\_\_) - \_\_\_\_\_

**e-mail:** \_\_\_\_\_

*I hereby certify that the foregoing attached information is true and correct to the best of my knowledge.*

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

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Title

# Memorandum

## Lawrence-Douglas County Metropolitan Planning Office

**TO: Board of County Commissioners**  
**FROM: Mary Miller, Planning Staff**  
**CC: Craig Weinaug, County Administrator**  
**Scott McCullough, Director of Planning and Development Services**  
**Date: For September 23, 2009 County Commission Agenda**  
**RE: Conditional Zoning for Z-11-19-08 [58.99 acres located northeast of the intersection of N 1800 and E 700 Roads] from A (Agriculture) District to B-2 (General Business) District with conditions**

**Attachments: A—list of permitted uses**

### BACKGROUND

A rezoning request [Z-11-19-08] for approximately 59 acres from the A (Agricultural) to the B-2 (General Business) District was submitted in November, 2008. Staff recommended denial of the request due to noncompliance with the Comprehensive Plan; however, noted in the staff report that a positive recommendation was possible if conditional zoning was utilized or the Comprehensive Plan was amended. The applicant submitted a request for an amendment to the Comprehensive Plan to expand the possible locations of conference, recreation, or tourism uses in the Rural Area of Douglas County. The Comprehensive Plan Amendment [Joint Ordinance/Resolution 8415] expands the possible locations and provides criteria for these conference, recreation or tourism facilities such as a minimum 200 ft perimeter buffer area; direct access to an improved arterial roadway; public water supply; separation from existing conference, recreation, or tourism facilities by at least 3 miles or other appropriate distance as determined by the Board of County Commissioners; and a requirement that the facilities be designed to preserve and/or integrate natural resources and the rural environment through appropriate land use, site design, buffering, or other methods.

Staff then revised the staff report to recommend approval of the rezoning request contingent upon the approval and adoption of the Comprehensive Plan Amendment. The Planning Commission voted at their May 18, 2009 meeting to forward the rezoning request on to the Board of County Commissioners subject to the following conditions:

1. *The rezoning resolution shall be published after the Board of County Commissioners have approved and signed the resolution for the Comprehensive Plan Amendment [CPA-3-2-09]. **(Completed)***
2. *The rezoning resolution shall be published after the recordation of a final plat.*
3. *The rezoning resolution shall be published after the approval of a site plan. **(This first sentence not applicable with conditional zoning)** The following required features will be included on any site plan submitted for this property:*
  - a. *The buffer area shown on the concept plan.*
  - b. *Use restrictions and maintenance responsibility for the buffer area shall be listed.*
4. *If a 300 ft buffer width is approved, a revised concept plan showing the approved buffer area shall be provided to the Planning Office to be filed with the rezoning application. **(Not applicable – County Commission approved concept site plan with 300 ft buffer)***

The rezoning request was considered by the Board of County Commissioners at their June 24, 2009 meeting. The Commissioners expressed concern about the uses, other than those proposed for this project, which would be permitted as a result of the rezoning to the B-2 District and voted to table the rezoning request until the text amendment permitting conditional zoning was approved. The Commission also initiated a text amendment to create a new zoning district which would permit Rural Conference, Recreational and Tourism uses.

#### STAFF REVIEW

As the Comprehensive Plan Amendment has been adopted and the Zoning Regulations have been revised to permit Conditional Zoning, the rezoning request is before the Commission again.

With the adoption of the text amendment [TA-6-9-09; Resolution No.09-32] it is now possible to place conditions on zoning to limit the permitted uses, or provide additional requirements—such as a larger setback or lot area than usually required in that district. Conditional zoning is being used in this case to limit the permitted uses to insure that the use at this location will be a “conference, recreation or tourism facilities that benefit from or integrate with the rural setting” as recommended in the Comprehensive Plan.

Staff worked with the applicant to develop a list of uses from those permitted in the B-2 Zoning District that would be acceptable for a rural conference, recreational or tourism use. The list of permitted uses in the B-1 and B-2 District is included with this memo as Attachment A with the restricted uses shown as ~~struck through~~. In addition to the restricted uses, the site plan for the corporate retreat shall be designed to preserve and/or integrate natural resources and the rural environment as recommended by the Comprehensive Plan for a rural conference, recreational, or tourism facility.



#### STAFF RECOMMENDATION

Staff recommends approval of the rezoning request with the original Planning Commission conditions as revised above and an additional condition that only the uses permitted below shall be permitted within the B-2 District.

Recommended conditions of approval:

1. The rezoning resolution shall be published after the recordation of a final plat.
2. The following required features shall be included on any site plan submitted for this property:
  - a. The buffer area shown on the concept plan.
  - b. Use restrictions and maintenance responsibility for the buffer area shall be listed.
3. The uses in the B-2 District shall be restricted to the following:
  - a. Any use permitted in the "R-1" Single-Family Residential District.
  - b. Hospital or clinic for large or small animals, such as cattle, horses, dogs, cats, birds and the like, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels be maintained within a completely enclosed building with soundproof walls and that such hospital or clinic be operated in such a way as to produce no objectionable odors outside its walls and located on a sewer.
  - c. Outdoor advertising structure, or non-flashing sign pertaining only to a use conducted within the building, and any sign or display in excess of 30 square feet in area shall be attached flat against a wall of the building, and in no case shall any sign or display attached to a building project above the roofline. The permitted 30 square feet of sign area for projecting or free-standing signs may be in one sign or the aggregate area of several signs.
  - d. Personal service uses including barber shops, beauty parlors, photographic or artists' studios, restaurants, (but not drive-in restaurants), taverns, and other personal service uses of a similar character.
  - e. Retail stores, including florist shops and greenhouses in connection with such shops, but there shall be no slaughtering of animals or poultry on the premises of any retail store.
  - f. A retail fireworks stand only as authorized by permit issued and operated pursuant to applicable resolutions of the Board of County Commissioners.
  - g. Amusement place, skating rink, swimming pool or dance hall in a completely enclosed building, auditorium or theater, except open-air drive-in theaters.
  - h. Bowling alleys and billiard parlors.
  - i. Hotels, motels, or motor hotels.
  - j. Outdoor advertising structure or sign and any sign or display in excess of 100 square feet in area shall be attached flat against a wall or building. See Section 6-2(17) for height and location of sign requirements.
  - k. Accessory buildings and uses.

## **ARTICLE - 9 "B-1" NEIGHBORHOOD BUSINESS DISTRICT REGULATIONS**

### **SECTION 9 - 1.**

The regulations set forth in this article, or set forth elsewhere in this Resolution, when referred to in this article, are the regulations in the "B-1" Neighborhood Business District. This district provides primarily for retail shopping and personal service uses to be developed either as a unit or in individual parcels to serve the needs of nearby residential neighborhoods.

### **SECTION 9 - 2. USE REGULATIONS**

A building or premises shall be used only for the following purposes:

1. Any use permitted in the "R-1" Single-Family Residential District.
2. ~~Automobile parking lots and storage garages.~~
3. ~~Display room for merchandise to be sold on order where merchandise sold is stored elsewhere.~~
4. ~~Dressmaking, tailoring, decorating, shoe repairing, repair of household appliances and bicycles, dry cleaning and pressing and bakery, with sale of bakery products on the premises and other uses of a similar character; provided that no use permitted in this item shall occupy more than 2,500 square feet of floor area.~~
5. ~~Filling stations, so long as bulk storage of inflammable liquids is underground.~~
6. ~~Frozen food lockers for individual or family use.~~
7. Hospital or clinic for large or small animals, such as cattle, horses, dogs, cats, birds and the like, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels be maintained within a completely enclosed building with soundproof walls and that such hospital or clinic be operated in such a way as to produce no objectionable odors outside its walls and located on a sewer.
8. ~~Offices and office buildings, including clinics.~~
9. Outdoor advertising structure or non-flashing sign pertaining only to a use conducted within the building, and any sign or display in excess of 30 square feet in area shall be attached flat against a wall of the building, and in no case shall any sign or display attached to a building project above the roof line. The permitted 30 square feet of sign area for projecting or free-standing signs may be in one sign or the aggregate area of several signs.
10. Personal service uses including barber shops, ~~banks,~~ beauty parlors, photographic or artists' studios, ~~messengers, taxicabs, newspaper or telegraphic service stations, dry cleaning receiving stations,~~ restaurants, (but not drive-in restaurants), taverns, ~~undertaking establishments and other personal service uses of a similar character.~~
11. Retail stores, including florist shops and greenhouses in connection with such shops, but there shall be no slaughtering of animals or poultry on the premises of any retail store.
12. ~~Self-service laundry or self-service dry cleaning establishment.~~
13. Accessory buildings and uses.

14. A retail fireworks stand only as authorized by permit issued and operated pursuant to applicable resolutions of the Board of County Commissioners.

### **SECTION 9 - 3. PARKING REGULATIONS**

The parking regulations for permitted uses are contained in Article 16 of this Resolution.

### **SECTION 9 - 4. OFF-STREET LOADING REGULATIONS**

The off-street loading regulations for permitted uses are contained in Article 17.

### **SECTION 9 - 5. HEIGHT AND AREA REGULATIONS**

Height and area requirements shall be as set forth in the chart of Article 16.

**SECTION 9 - 6.** Supplementary use regulations are contained in Article 19.

**SECTION 9 - 7.** Supplementary height and area regulations are contained in Article 21.

## **ARTICLE - 10 "B-2" GENERAL BUSINESS DISTRICT REGULATIONS**

### **SECTION 10 - 1.**

The regulations set forth in this article, or set forth elsewhere in this Resolution, when referred to in this article are the regulations in the "B-2" General Business District. The purpose of this district is to provide sufficient space in appropriate locations for a wide variety of business, commercial, and miscellaneous service activities, particularly along certain existing major thoroughfares where a general mixture of commercial and service activity now exists, but which uses are not characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or the nuisance factors of dust, odor, and noise associated with manufacturing.

### **SECTION 10 - 2. USE REGULATIONS**

A building or premises shall be used only for the following purposes:

1. Any use permitted in the "B-1" Neighborhood Business District not stricken above.
2. Amusement place, skating rink, swimming pool or dance hall in a completely enclosed building, auditorium or theater, except open-air drive-in theaters. (See Section 19-4)
3. ~~Bottling works, dyeing and cleaning works or laundry, plumbing and heating shop, painting shop, upholstering shop not involving furniture manufacture, tinsmithing shop, tire sales and service including vulcanizing but no manufacturing, appliance repairs, and general service and repair establishments, similar in character to those listed in this item; provided that no outside storage of material is permitted, and further provided that no use permitted in this item shall occupy more than 6,000 square feet of floor area.~~
4. Bowling alleys and billiard parlors.
5. ~~Drive-in restaurants.~~

- ~~6. Food storage lockers.~~
7. Hotels, motels, or motor hotels.
- ~~8. Material storage yards, in connection with retail sales of products where storage is incidental to the approved occupancy of a store, provided all products and materials used or stored are in a completely enclosed building, or enclosed by a masonry wall, fence, or hedge, not less than six feet in height. Storage of all materials and equipment shall not exceed the height of the wall. Storage of cars and trucks used in connection with the permitted trade or business is permitted within the walls, but not including storage of heavy equipment, such as roadbuilding or excavating equipment.~~
9. Outdoor advertising structure or sign and any sign or display in excess of 100 square feet in area shall be attached flat against a wall of a building. See Section 6-2(17) for height and location of sign requirements.
- ~~10. Printing, publishing, and engraving establishments.~~
- ~~11. Public garage.~~
- ~~12. Wholesale establishment or warehouse in a completely enclosed building so long as floor area devoted to such uses shall not exceed 20,000 square feet.~~
- ~~13. Used car lot.~~
14. Accessory Uses.

# Memorandum

## Lawrence-Douglas County Metropolitan Planning Office

**TO: Lawrence-Douglas County Metropolitan Planning Commission**  
**FROM: Mary Miller, Planning Staff**  
**CC: Scott McCullough, Director of Planning and Development Services**  
**Sheila Stogsdill, Assistant Planning Director**  
**Date: May 18, 2009**  
**RE: Revised Staff Recommendation for Z-11-19-08 [58.99 acres**  
**located northeast of the intersection of N 1800 and E 700 Roads]**

The applicant has requested that staff review and consider revisions to the conditions associated with the rezoning request identified above. The intent of the conditions is not being challenged, only the details of how this project will move forward if a recommendation for approval is granted.

As mentioned in the staff report for this item, the Staff recommendation for approval is contingent upon the approval and adoption of the Comprehensive Plan Amendment [CPA-3-2-09] to expand the possible locations of conference, recreation, or tourism facility uses in the rural area of Douglas County. Therefore, staff recommended that the rezoning resolution be published after the Board of County Commissioners approves and signs the resolution for the Comprehensive Plan Amendment.

Condition No. 2 is intended to insure that the required buffer area is provided with the development. There are various options which would achieve this goal. Staff had recommended that the buffer area and use restrictions be noted on the plat. The applicant requested that the buffer area and use restrictions be noted and shown on the site plan as the CPA suggests rather than the plat, as there is concern for the plat performing functions not normally associated with plats, i.e., using the plat to restrict use.

One of the issues has been the ability of the applicant to provide enough assurance through site planning to be able to support the rezoning since conditional zoning is not a tool in the county's zoning code. Condition No. 3 requires the County Commission to approve a site plan prior to publishing the zoning resolution. In effect, the zoning is not effective until the site plan is approved by the Commission.

In addition, the applicant proposes revising the buffer width on the concept plan from 500 ft to 300 ft. given the proposed language of CPA-3-2-09. If this buffer width is approved, a revised concept plan showing the approved buffer area shall be provided to

the Planning Office for the rezoning file. This condition has been added to the revised recommendation shown below.

(Deleted wording is shown ~~struckthrough~~ and new wording is in ***bold italic print.***)

***REVISED*** STAFF RECOMMENDATION: *If the Comprehensive Plan Amendment [CPA-3-2-09] is forwarded with a positive recommendation, then Staff recommends that the Planning Commission vote to forward the rezoning request to the Board of County Commissioners with a recommendation for approval, subject to the following conditions:*

1. *The rezoning resolution shall be published after the Board of County Commissioners have approved and signed the resolution for the Comprehensive Plan Amendment [CPA-3-2-09].*
2. *The rezoning resolution shall be published after the recordation of a final plat. ~~which shall include the following items:~~*
3. ***The rezoning resolution shall be published after the approval of a site plan. The following required features will be included on any site plan submitted for this property:***
  - a. *The buffer area shown on the concept plan. ~~shall be included on the plat.~~*
  - b. *Use restrictions and maintenance responsibility for the buffer area shall be listed.*
4. ***If a 300 ft buffer width is approved, a revised concept plan showing the approved buffer area shall be provided to the Planning Office to be filed with the rezoning application.***

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

**ITEM NO. 5: A TO B-2; 58.99 ACRES; N 1800 ROAD & E 700 ROAD (MKM)**

**Z-11-19-08:** Consider a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road & E 700 Road, S of Lecompton from A (Agricultural) to B-2 (General Business District). Submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. *Joint meeting with Lecompton Planning Commission.*

This staff report has been revised to include discussion of the Comprehensive Plan Amendment which has been submitted for the proposed use and to provide revised recommendations. The graphic in Figure 1 has also been revised to correct a processing error. New language is in *bold, italic print* and deleted language is shown as ~~struck through~~.

*The recommendation for this request is subject to the determination of the accompanying Comprehensive Plan Amendment request [CPA-3-2-09].*

**STAFF RECOMMENDATION:** *If the Comprehensive Plan Amendment [CPA-3-2-09] is forwarded with a positive recommendation, then Staff recommends that the Planning Commission vote to forward the rezoning request to the Board of County Commissioners with a recommendation for approval, subject to the following conditions:*

- 1. The rezoning resolution shall be published after the Board of County Commissioners have approved and signed the resolution for the Comprehensive Plan Amendment [CPA-3-2-09].*
- 2. The rezoning resolution shall be published after the recordation of a final plat which shall include the following items:*
  - a. The buffer area shown on the concept plan shall be included on the plat.*
  - b. Use restrictions and maintenance responsibility for the buffer area shall be listed.*

**STAFF RECOMMENDATION:** *If the Comprehensive Plan Amendment [CPA-3-2-09] is forwarded with a recommendation for denial, then Staff recommends denial of the rezoning request for 52.49 acres from A (Agricultural) to B-2 (General Business) District and forwarding it to the Board of County Commissioners with a recommendation for denial based on the findings of fact found in the body of the staff report.*

~~**ALTERNATIVE STAFF RECOMMENDATIONS:** Staff recommends deferral of the rezoning request pending approval of an amendment to *Horizon 2020* with recommendations pertaining to agri-tourism and rec-tourism uses in the unincorporated areas of the county.~~

~~If the Commission would vote to recommend approval, staff would recommend the following conditions:~~

- ~~1. Recording of a final plat prior to publication of the rezoning resolution.~~
- ~~2. The applicant shall execute an agreement which is acceptable to the County Attorney which:~~

- a. ~~delineates and requires the conservation of the woodland areas and natural areas in the areas designated as accessory to the corporate retreat, per this application; and~~
  - b. ~~includes a clause that the Board of County Commission's approval is necessary to change or modify the restrictions of use in the conserved area.~~
  - c. ~~The buffer area shown on the concept plan shall be included on the plat for this property. Use restrictions and maintenance responsibility shall be listed on the plat.~~
3. ~~If appropriate, the zoning shall be conditioned to permit only the use being proposed: a corporate retreat with recreational facilities, or other similar use.~~

Applicant's reason for request:

*"Our clients are proposing to make a substantial investment in a corporate retreat. After reviewing their options, it seems it is the best interest of the property owners and of the county to rezone the property to 'B-2' and site plan the entire development under one site plan, based on the allowed uses in the development code. A Conditional Use Permit does not seem appropriate for the amount of investment proposed."*

#### KEY POINTS

- This rezoning request was deferred from the January Planning Commission to allow the applicant an opportunity to discuss the proposal further with the neighbors and the Lecompton Planning Commission.
- The applicant intends to develop a corporate retreat in this location. The corporate retreat, as described previously in the CUP application, would include a conference center with meeting rooms and reception area, a restaurant, a bar, and recreational facilities including a swimming pool, commercial riding stable, and hunting/shooting areas. Lodging would be provided in cabins which would be arranged in clusters throughout the development. The layout is shown in the 'Rezoning Area and Development Concept' drawing which is included with this item in the packet. The applicant requested the rezoning to B-2 so most of the uses included in the corporate retreat would be uses that are permitted by right, rather than uses which require a Conditional Use Permit in the A (Agricultural) Zoning District. (The recreational uses: hunting/shooting areas, commercial riding stable and ball fields would require approval through a Conditional Use Permit.)
- ***A CUP does not permit all the uses the applicant is interested in pursuing with the conference/retreat. Specifically, liquor licenses are not possible for properties with uses permitted by CUP rather than zoning. In addition, the applicant feels that the time limits placed on a CUP are inadequate given the amount of investment involved in this project.***
- The property is located within 3 miles of the Lecompton city limits and will be considered at a joint meeting of the Lawrence-Douglas County Metropolitan and Lecompton Planning Commissions. This rezoning request was considered by the Lecompton Planning Commission who ***recommended the Douglas County/Lawrence Planning Commission deny the rezoning request as submitted, due to concerns about future land use/development activities not included in the current proposal but allowed under B-2 zoning guidelines. This motion included the comment***



***that if there were conditions placed on a new or revised rezoning request that limited the site development/activities to the proposed uses, the commission would be in favor of it.***

- Property within the B-2 District must be platted prior to obtaining a building permit. As the rezoning request is for a portion of a parcel, the property must be platted as a condition of the rezoning to allow the rezoning to coincide with the new lot lines.
- *Horizon 2020* addresses recreational/conference uses centered around the counties' lakes but does not address 'agri-tourism' or 'rec-tourism' uses ***or recreational/conference uses which are centered around other features in the county.***

## **GOLDEN FACTORS TO CONSIDER**

### **CHARACTER OF THE AREA**

- The area is primarily rural/agriculture in nature with large areas of woodland. The area is served by principal arterials, with N 1800 Road (Farmer's Turnpike) bounding the property to the south and the Kansas Turnpike in close proximity, to the south of N 1800 Road.

### **CONFORMANCE WITH *HORIZON 2020***

- The proposed rezoning request from A (Agricultural) District to B-2 (General Business) is not consistent with land use recommendations found in *Horizon 2020*.
- ***The proposed use is in compliance with Comprehensive Plan Amendment [CPA-3-2-09] regarding conference/tourism centers in rural areas other than the county lakes.***

## **ASSOCIATED CASES/OTHER ACTION REQUIRED**

### **Associated Cases**

- SP-06-42-07; Site plan for a country club. Approved by the Board of County Commissioners on April 30, 2008 and a one year extension granted by the Board of County Commissioners on December 10, 2008.
- CUP-01-01-07; a Conditional Use Permit for The Woods, a Corporate Retreat. Submitted on Jan 10, 2007; deferred indefinitely by the applicant.

### **Other Action Required**

- Approval of the rezoning request by the Board of County Commissioners.
- Adoption of rezoning resolution by Board of County Commissioners and publication.
- Platting of the property within the B-2 Zoning District.
- Site planning of the proposed development.
- Submittal of a CUP application for the recreational uses proposed with the original CUP, if these uses are still proposed.
- ***Approval of the Comprehensive Plan Amendment [3-2-09] regarding conference/tourism facilities in rural portions of the county.***

## **PUBLIC COMMENT RECEIVED PRIOR TO PRINTING**

- Neighbor to the southeast called to inquire about the proposed uses. Indicated he was primarily concerned with the hunting/shooting activities originally proposed with the Conditional Use Permit. Did not state any objections to the rezoning request.

## GENERAL INFORMATION

Current Zoning and Land Use: A (Agricultural) Districts; Agricultural uses and woodlands.

Surrounding Zoning and Land Use: In all directions: A (Agricultural) District; Agricultural uses, woodlands and scattered rural residences.

## I. ZONING AND LAND USES OF SURROUNDING PROPERTIES

**Staff Finding** -- The surrounding property is zoned A (Agricultural). Agriculture is the primary land use in the area. To the south of the subject property is the Kansas Turnpike and N 1800 Road which is commonly referred to as the 'Farmer's Turnpike'.

## II. CHARACTER OF THE AREA

The area is rural in nature and agriculture is the primary land use. There are large woodlands throughout the area which contribute to the rural character. The area is located near the corridor of I-70, a state highway, and N 1800 Road, Farmer's Turnpike, which is classified a principal arterial on the Major Thoroughfares Map.

**Staff Finding** -- The area is a rural area containing woodland, farmland and scattered rural residences which is in close proximity to a major transportation corridor.

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

Applicant's Response:

*"The property is currently site planned for a 'country club', which is an allowed use. Under the new proposed development code, this allowed use will convert to a Conditional Use Permit. While it may have been acceptable to site plan cabins under the provisions of the CUP, to have this entire development under a CUP seems to be fiscally irresponsible. It seems that the best plan for this proposed development is to zone the property for the desired uses and site plan them, which will allow for control over the activities provided.*

A site plan [SP-06-42-07] was approved by the Board of County Commissioners for a country club, chapel and swimming pool at this location. An application for a Conditional Use Permit [CUP-01-01-07] for cabins and recreational uses associated with the proposed corporate retreat was submitted but was deferred indefinitely by the applicant. The request is to rezone to the B-2 Zoning District in which the country club and corporate retreat are uses permitted by right. The Conditional Use Permit application for the corporate retreat included a commercial riding stable, ball fields, and hunting and shooting areas which are not permitted by right in the B-2 District but would still require a Conditional Use Permit.

The property is currently zoned A (Agricultural) District which permits agricultural activities including farms, nurseries, as well as animal hospitals, commercial greenhouses, churches, schools, and country clubs.

**Staff Finding** -- The property as zoned would allow for agricultural uses, farm residences, country clubs and churches. The subject property is well suited for the uses to which it has

been restricted. The applicant is requesting rezoning to the B-2 District so more of the uses proposed with this development would be permitted by right rather than requiring a Conditional Use Permit.

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

**Staff Finding** – The property has never been developed but has been used for agricultural purposes. A farm residence is located on one of the parcels owned by the applicant; however, this property is not included within the rezoning request.

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

Applicant's response:

*"In our opinion, the rezoning should not affect the nearby property owners at all. The proposed rezoning is more than 1000' from any neighboring property owner. The access to the proposed development is off of Farmers Turnpike which is being rebuilt in the following year to add shoulders to both sides. While this development may increase traffic slightly during times of its use, in the scheme of things this increase is minimal. Most of the neighboring property owners do not access Farmers Turnpike directly, so there should be little notice, if any, of an increase to the traffic in the area."*

The more intense uses, such as restaurants (including drive-ins), filling stations, skating rinks, bowling alleys, and retail stores that would be permitted within the B-2 District would result in increased traffic in the area and may also may have higher water consumption rates. The road network in the area can accommodate the anticipated increase in traffic. The property is adjacent to N 1800 Road, a principal arterial, and is in close proximity to an access point for I-70 and K-10. (Figure 1) The intensity of development would be determined by the availability of water which is supplied by Rural Water District No. 6. The Rural Water District determines the amount of water they will supply a customer by setting the size of a meter which they will provide. When the CUP was submitted for the corporate retreat, the applicant met with the Rural Water District representative who indicated that the water district would provide one meter for the property and would set a limit to insure the water usage of the commercial use would not negatively impact the water supply to the other district customers.

The development, as proposed, should have minimal negative impacts on nearby property; however, the rezoning request to the B-2 District does not limit the development to this use or require the buffering that is proposed with this development. Some of the uses permitted within the B-2 District may have a negative impact if developed in this location. (The permitted uses within the A and B-2 Districts are listed in the Staff Review portion of this staff report, page 8)

One option is to require an agreement which would tie the surrounding woodland and natural areas proposed to be a part of the corporate retreat to the development and, if found appropriate, condition the zoning to the proposed use.

**Staff Finding** –The proposed development should have minimal negative impacts on nearby property; however, the rezoning would allow all the uses permitted in the B-2 District and would not require the buffering that is being proposed with this development. It is possible

that the rezoning could result in development which negatively impacts the surrounding properties. Unless the rezoning is conditioned to the proposed uses, a CUP is the more appropriate vehicle for developing this use.

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

Applicant's Response:

*"There is significant gain to the public health, safety, and welfare by allowing this rezoning. The rezoning will allow for an approved site plan stating all activities in the development. The site plan will then become a document to control the activities and state what is allowed and what is not. The additional benefit to the county is from the increased property value and sales taxes associated with this use."*

Evaluation of these criteria includes weighing the benefits to the public versus the benefits of the owner of the subject property. Benefits are measured based on the anticipated impacts of the rezoning request on the public health, safety and welfare. The proposed rezoning would benefit the community by providing an area for corporate retreats and conferences in close proximity to the City of Lawrence.

The rezoning would place the property in a zoning district in which the uses being proposed are permitted by right rather than requiring a Conditional Use Permit, with the exception of the recreational uses. This would result in additional security and predictability for the property owner. If the rezoning were denied, the applicant could continue with the development proposal with the approved site plan for the country club and the church and the Conditional Use Permit for the corporate retreat and recreational uses.

**Staff Finding** – Denial of the rezoning would require the applicant to continue with the project with a site plan for the country club use and obtain a Conditional Use Permit for the corporate retreat, and recreational uses. As Conditional Use Permits are typically valid for 10 years, this would introduce an element of uncertainty into the development.

Denial of the rezoning and the resultant requirement for a CUP for the Corporate Retreat would allow the Board of County Commissioners to place limits on the development which may keep it in line with the water supply available from the Rural Water District and limit the intensity of the use in this area which would provide more predictability for the area residents and the Water District.

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

Applicant's Response:

*"The proposed development conforms with H2020 in several ways:*

*The property is not located in the UGA. The potential pressure to develop this entire parcel will not exist for an extended period of time. Therefore this minor development can be proposed and allow for the larger parcel to remain in a completely rural setting.*

*Chap 4: We feel the proposed development will allow the remaining portion of the property to remain in a rural setting, thus controlling the potential growth of the proposal. We are proposing to use a lagoon system and have a plan to minimize the impact on RWD as to not affect any current users of the facilities.*

*Chap 6: We would not classify this as a typical commercial development as defined in H2020 and under a development code. While the proposed use is in a General Business district, we feel by placing the development so far north of Farmers Turnpike we have eliminated any potential pressure to expand the uses as allowed in the district. This is the best alternative for the proposed use for all parties concerned – to allow for the development but to also control it.*

*Chap 8: This site is unique in the county because of its excellent access – both from I-70 and K-10; west on Farmers Turnpike which is being rebuilt next year and then into the property. It offers both excellent access – as well as being in a completely rural setting.*

*Chap 9: We think this proposed development offers recreational services that are under utilized in the county. There is numerous potential to provide recreational service to the surrounding area by allowing the proposed development to be concentrated at the interior of the site.*

*Chap 12: Clearly there would be a substantial gain to the tax base of the county by allowing this development. The area would benefit from employment as this would be a new development, not taking away from anything existing in the county. There would be tax increases on the property and additional benefit to the county from sales taxes generated by this proposal.”*

**Staff Review:** This property is not within an Urban Growth Area. ***This report will discuss the conformance of this request with the proposed Comprehensive Plan Amendment [3-2-09].***

***Growth Management Page 4-4.***

***The proposed amendment recommends conference/tourism facilities in rural areas which meet the following criteria:***

- (a) direct access to an improved arterial roadway;***
- (b) public water supply available;***
- (c) separated from existing conference, recreation, or tourism facilities by 3 miles or other appropriate distance as determined by the Board of County Commissioners; and***
- (d) is designed to preserve and/or integrate natural resources and the rural environment through appropriate land use, site design, buffering, or other methods.***

***Staff comment--The proposed use is a conference retreat use which will use cabins for overnight lodging. The applicant indicated they intend to maintain the rural character. The provision of a 500 ft or wider buffer around the develop would serve to maintain the rural character and integrate the proposed use. The subject property would meet the proposed criteria in that it is located outside the Urban***

***Growth Area, has direct access to an arterial street, and has been designed to preserve and/or integrate natural resources. The facility would not be located within 3 miles of another conference/recreation/tourism facility.***

***Chapter Six – Commercial Land Use, p.6-23, last paragraph***

***Conference, recreational, or tourism uses located in the Rural Area shall satisfy the criteria listed in Chapter Four. Such uses shall also include a mandatory 200' natural buffer area. Proposed conference, recreational, or tourism facilities shall include a site specific site plan with rezoning applications to demonstrate that the criteria listed in Chapter 4, and the 200' buffer area, have been met.***

***Staff comment--The proposed use includes a wider buffer (500') than is recommended. A site specific site plan has been submitted for the proposed use.***

Following are sections of *Horizon 2020* that relate to this rezoning request and development proposal. The citation is in bold print followed by the recommendation from the Plan. Staff's comments are italicized:

**Chapter Four, Growth Management.**

**Rural Area** (page 4-4)

Lands in the Rural Area are not planned to develop or to support urban densities of development during the planning period. There are a few locations, however, in the Rural Area which may be expected to receive some level of urban development consistent with the Plan. These include commercial areas to serve county residents and, potentially, to provide conference and recreation facilities at Clinton Lake. Otherwise, urban uses are not planned within the Rural Area.

*The proposed use is a conference/recreational facility within the rural area but is not planned for Clinton Lake.*

**Goal 1. Policy 1.3.2(a)** (page 4-7)

The plan recommends that proponents of commercial development beyond the corporate limits provide reasonable documentation to substantiate that similar competitive sites are not available within the municipalities.

*The proposal is to create a corporate retreat of approximately 50 acres within a large wooded area. The wooded area is not included in the rezoning request. The total site which was included in the 2007 CUP application for the Corporate Retreat area was approximately 353 acres including the surrounding wooded area and the site to be developed. There is no site within the city which would provide this amount of open space for the development.*

**Goal 2. Conserve the Rural Character of Douglas County** (page 4-9)

The plan recommends that the pattern of rural residential development should minimize impacts on the rural character of Douglas County and protect existing agricultural and natural uses in those areas beyond the UGAs.

*While the proposed development is not rural residential, the proposed development is being designed to protect the existing agricultural and natural uses in the area. The land which is*

*being proposed for the corporate retreat development contains large areas of woodland and will not remove significant amounts of agricultural land from production. However, the rezoning request is for 50 acres and there is no guarantee that the surrounding acreage will remain woodland in association with this development.*

*The proposed use as outlined in the CUP application would conserve the rural character of Douglas County; however, the B-2 District permits other commercial uses. Many of the permitted uses in the B-2 District would not conserve the rural character of Douglas County.*

**Goal 2. Policy 2.3 Rural Commercial Development** (page 4-9)

The plan recommends that commercial development beyond the UGA be limited and carefully reviewed based on the intensity of use; impact on surrounding land uses; and impact on public services and transportation systems. Commercial development should be platted and shall comply with the intent of the Locational Criteria Policies found in Commercial Land Use, Goal 3.

*The applicant is aware that platting would be required. The applicant has discussed the development proposal with the Rural Water District Board to determine the impact on public services and an agreement has been reached as to the size of water meter that would be provided to the development. The applicant intends to utilize a septic system, or lagoon depending on the need. The development would have little impact on transportation systems in the area as the property is adjacent to a principal arterial and is in close proximity to an access to the Kansas Turnpike. The uses being proposed with this rezoning request would have little impact on the surrounding land uses; however, the zoning is not limited to these uses.*

*The development does not comply with the intent of the Locational Criteria Policies found in Commercial Land Use, Goal 3.*

**Unincorporated Douglas County Natural and Environmentally Sensitive Areas** (page 5-9)

The Comprehensive Plan does not preclude development of land within environmentally sensitive areas, but it does discourage it. The Plan recommends that criteria for site plan review in these areas would include the incorporation and voluntary preservation of natural areas and wildlife habitats into the development's design concept.

*The surrounding area contains woodlands and steep slopes. The applicant has indicated that he intends to preserve portions of this area as an amenity for his development. This preservation of the natural areas and wildlife habitats could be tied to the rezoning request, in a recorded agreement.*

**Chapter Six. Commercial Land Use**

**Unincorporated Douglas County – New Commercial Areas** (page 6-23)

Commercial activities related to recreational uses associated with Clinton Lake, Lone Star Lake or Douglas County Lake shall be exempt from the locational criteria applied to new commercial areas. A commercial area serving the recreational needs of persons using the county's lake facilities may be located at an entrance point to a lake.

*This recommendation does not apply directly to the proposed rezoning as it relates to a recreational use which is associated with the County woodlands rather than the County's lake*

*facilities. However, the rezoning request is very similar to the rezonings for commercial uses associated with the lake in that it involves utilization of natural areas.*

**Policy 3.12 Criteria for Commercial Development in Unincorporated Areas** (page 6-39)

- Encourage new commercial development at key access points on major corridors only if served by adequate infrastructure, community facilities and services.
- The commercial gross square footage of a development shall be limited to a total of 15,000 gross square feet.
- The only new commercial area shall be located at the intersection of either US-56 and K-33 or US-56 and County Route 1061.

*The proposed development does not meet the locational criteria above and exceeds the maximum area recommended for a commercial development.*

**Staff Finding – *The proposed rezoning request complies with the recommendations in the proposed Comprehensive Plan Amendment [CUP-3-2-09].*** The proposed rezoning request conflicts with several **existing** *Horizon 2020* policies related to commercial development within the rural area of the county. It may be possible for the zoning request to conform with several policies if an agreement were executed tying the conservation of the surrounding woodlands to the development and if the permitted uses were limited through a condition placed on the zoning.

**STAFF REVIEW**

This rezoning request is associated with the development of a corporate retreat near the intersection of N 1800 and E 700 Roads. (Figure 2) The applicant had previously submitted the following applications for The Woods, a Corporate Retreat:

- A Site Plan [SP-06-42-07] for the uses which are permitted by right in the A (Agricultural) district: chapel and country club which includes reception areas, kitchen and restaurant, ballroom, meeting rooms, and a swimming pool.
- A Conditional Use Permit [CUP-01-01-07] for the uses which are permitted with a Conditional Use Permit in the A District: dude ranch with cabins and a riding stable, hunting and shooting areas, and ball fields.

The rezoning is not tied to this development proposal but the applicant indicated that their proposed uses have not changed.

The applicant is requesting the rezoning so more of the uses would be permitted by right rather than requiring approval through a Conditional Use Permit. The permitted uses and the uses which require a Conditional Use Permit in the B-2 District are listed below:

- The uses which are proposed with this development which would be permitted by right in the B-2 District include: motel/hotel, restaurant, tavern/bar, offices, conference center with reception area and meeting room, swimming pool, and chapel.
- The proposed uses which would require a Conditional Use Permit in the B-2 District include the recreational facilities: commercial riding stable, ball fields, and hunting/shooting areas.



The development as proposed would be compatible with the surrounding area. The Conditional Use Permit submitted earlier for this development included over 300 acres with much of that area being retained as woodland or open space to serve as a site amenity or recreational area. This rezoning request does not limit the use to that which has been proposed and does not assure that the surrounding woodland/open areas would be tied to the development or that the woodland/open areas would be preserved.

If the rezoning request to the B-2 District were approved, all the uses in the B-2 District would be possible in this location. The following table lists the uses permitted in the B-2 District.

<b>Uses which are permitted in the B-2 District:</b>	
Advertising signage	Food storage lockers
Amusement place, skating rink, swimming pool or dance hall (enclosed)	Frozen food lockers
Animal hospital or clinic	Hotels, motels or motor hotels
Automobile parking lots and storage garages	Material storage yards
Bowling alleys and billiard parlors	Offices and office buildings, including clinics
Bottling works, dyeing and cleaning works or laundry, plumbing and heating shop, painting shop, upholstering shop, tinsmithing shop, tire sales and service, appliance repairs, general service and repair	Personal service uses including barber shops, banks, photographic or artist' studios, messengers, taxicabs, newspaper service stations, dry cleaning receiving stations, restaurants (not drive-in), taverns, undertaking establishments
Display room for merchandise to be sold on order	Printing, publishing and engraving establishments
Dressmaking, tailoring, decorating, shoe repairing, repair of household appliances and bicycles, dry cleaning and pressing and bakery	Retail stores, including florist shops and greenhouses in connection with such shops
Drive in restaurants	Self-service laundry or self-service dry cleaning
Filling stations	Used car lot
Fireworks stand, with permit	Wholesale establishment or warehouse (enclosed)

While the development, as proposed, would be compatible with the land uses in the area and would be compliant with some recommendations in *Horizon 2020*, there is no assurance or requirement that the development would occur as proposed. It may be possible to apply conditions to the zoning that would limit the development to that which has been proposed, or a similar use. ***However, the County Code does not currently contain a provision which allows conditioned zoning.***

The development proposal meets many of the necessary criteria required for approval. The development would be buffered from the surrounding area by the large areas of woodland which would be a part of the retreat, but the woodland area is not included in the rezoning request. If preservation of the surrounding woodland area were assured, the development proposal would conserve large areas of woodland and steep slopes and maintain the rural character of the area while accommodating the commercial development. While the development has the potential for preserving the wooded areas, the preservation is not tied to the rezoning. If the rezoning were approved, Staff would recommend that an agreement be

executed which shows the woodland area which will be maintained with the Corporate Retreat center.

The commercial uses proposed should have little impact on the surrounding property owners. The property has good access to the transportation network as it is in close proximity to I-70 and K-10 and traffic would need to travel a limited distance on N 1800 Road which is classified as a principal arterial in the Major Thoroughfares Map. (Figure 1)

The rezoning request does not conform to several recommendations in *Horizon 2020*, specifically the area limitation of 15,000 sq. ft. of commercial development; and the locational criteria in Goal 3 which states that the only new commercial area shall be located at the intersection of either US-56 and K-33 or US-56 and County Route 1061.(page 6-39).

The proposed commercial development is a conference/recreation use similar to the conference uses recommended in *Horizon 2020* for areas near Clinton Lake. The natural feature being utilized with this conference/recreation center is woodlands rather than lake area and the use is very similar; however, *Horizon 2020* only recommends conference centers near Clinton Lake. ***However, the use does comply with the locational criteria and recommendations being proposed in the Comprehensive Plan Amendment [CUP-3-2-09].***

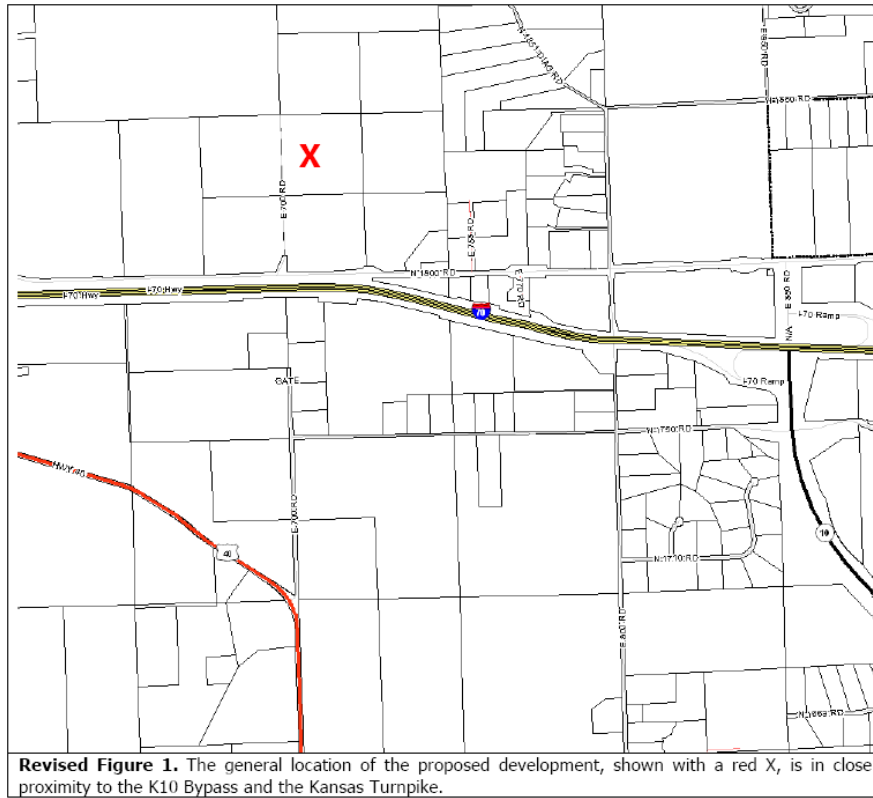
This development is not a typical 'commercial' or 'retail' development, but is more of a 'conference center/recreation center'. The proposed development is well suited for the location, should have little impact on the neighbors, and would provide an additional benefit by preserving the woodlands in the area. However, as the rezoning request does not comply with *Horizon 2020's* criteria for new commercial development in the County, Staff must recommend denial of the rezoning request. ***If the proposed Comprehensive Plan Amendment [CUP-3-2-09] is approved, the proposed development would be compliant with the recommendations in H2020 and staff would recommend approval.***

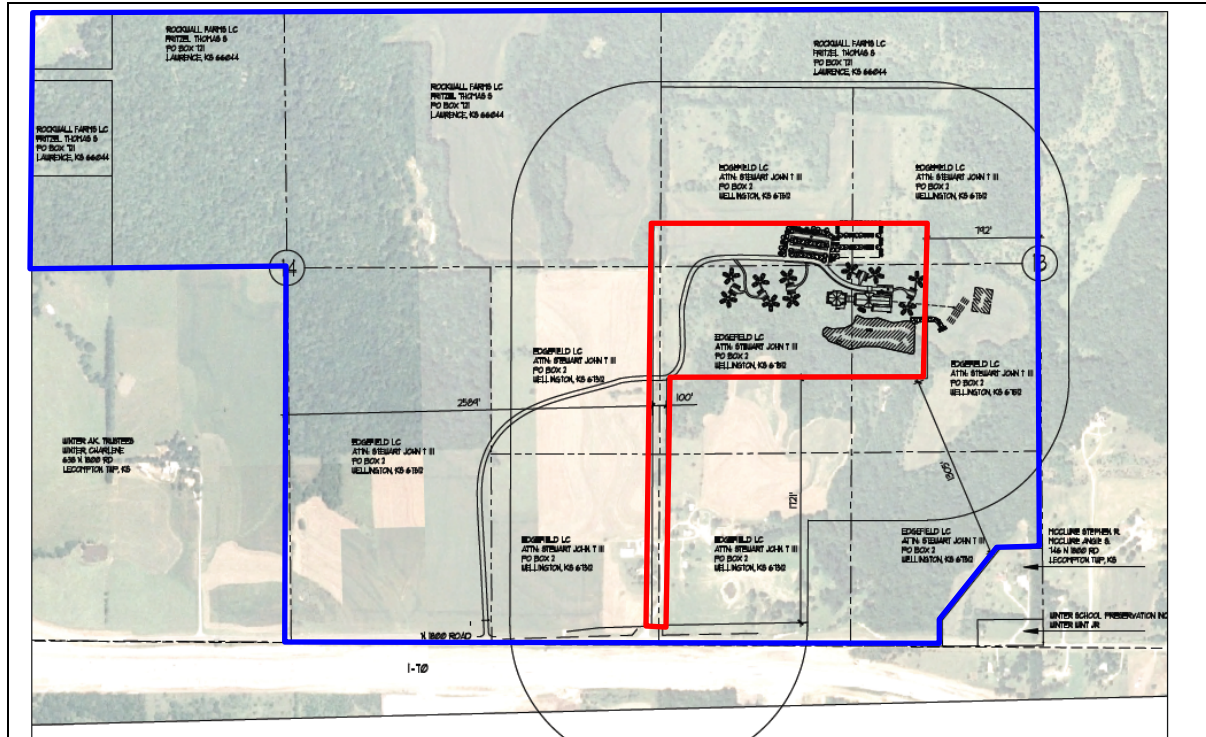
A Conditional Use Permit may be more appropriate for this type of use as it provides the means for restricting the use and including the woodland area in the proposal. ***However, as mentioned earlier, a CUP does not permit all the uses the applicant is interested in pursuing with the conference/retreat. Specifically, liquor licenses are not possible for properties with uses permitted by CUP rather than commercial zoning. In addition, the applicant feels that the time limits placed on a CUP are inadequate given the amount of investment involved in this project.***

If the rezoning request were approved, Staff would recommend that an agreement be required which would specify the surrounding areas which are to be associated with the development and require that the surrounding area will be conserved. The permitted uses such as: hunting, trails and routine maintenance, and the restricted uses, such as: bulldozing, clear-cutting, residential development, would be listed on the agreement. Changes to the restricted uses or the protection status of the property would require approval by the Board of County Commissioners. ***This agreement would not be necessary if the Comprehensive Plan Amendment is adopted as the buffer area and the use and maintenance information would be included on the plat.***

*Horizon 2020* does not address 'agri-tourism' or 'rec-tourism' uses. Given that agri-tourism or rec-tourism uses may be appropriate in many areas of the county and may result in the

preservation of agricultural and natural areas which would maintain the rural character, it may be appropriate to initiate an amendment to the comprehensive plan to develop recommendations and policies pertaining to these uses.





**REVISED Figure 2 – 01/23/09 –**  
Area included in the rezoning request is outlined in red. Property under same ownership and associated with this development proposal is outlined in blue.

**A REZONING FIGURE FOR  
ROCKWALL FARMS  
'THE WOODS'**  
DODD COUNTY, KANSAS

PROJECT # 2695  
DECEMBER 11, 2008  
RELEASE DATE

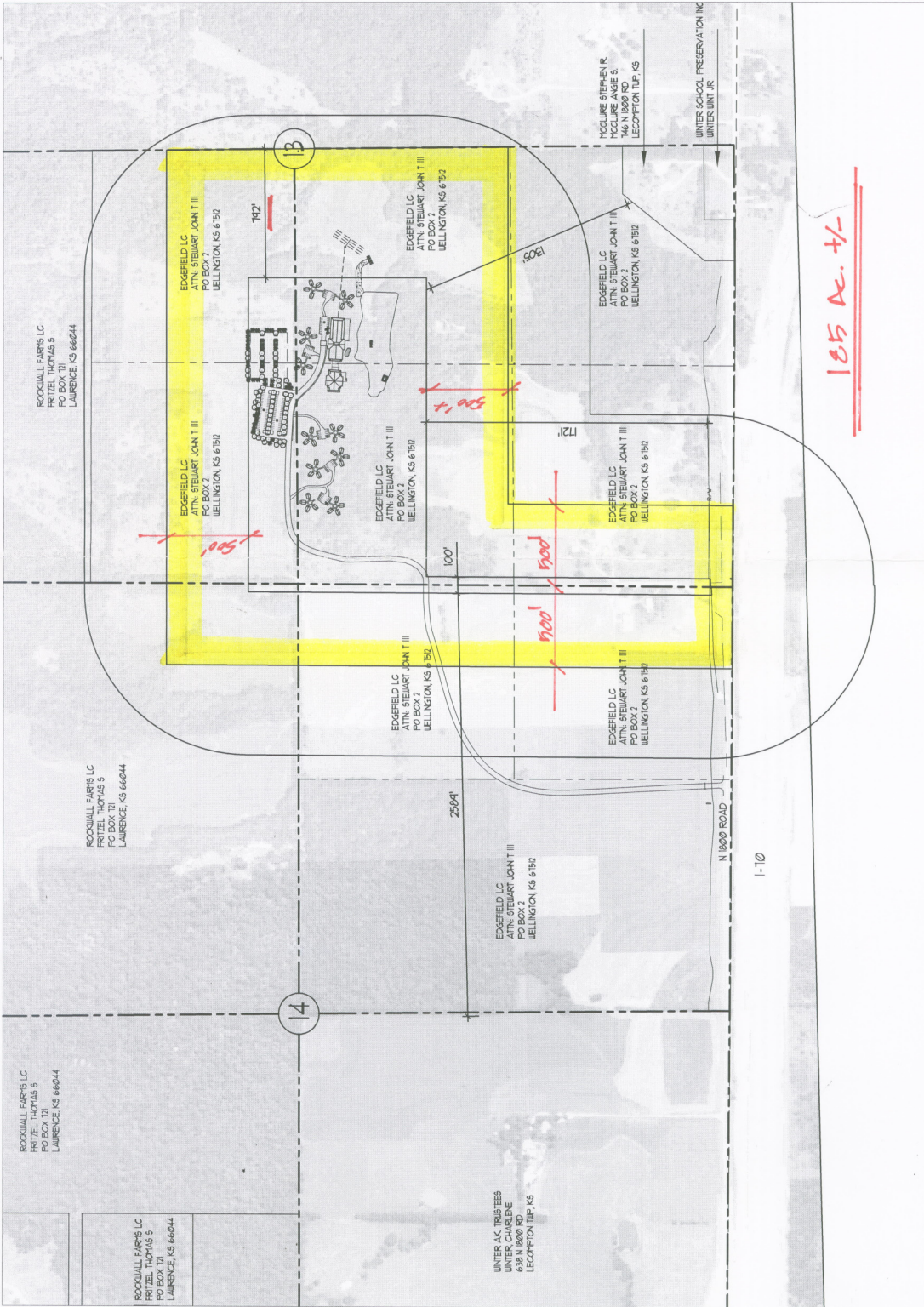
**pau|werner**  
ARCHITECTS

848 COLUMBIA DRIVE  
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OFFICE: 786.932.0804  
FAX: 786.932.0880

**DESIGNER:**  
DGC OF LAURENCE  
410 N. 3000 WEST  
LAURENCE, KS 66404  
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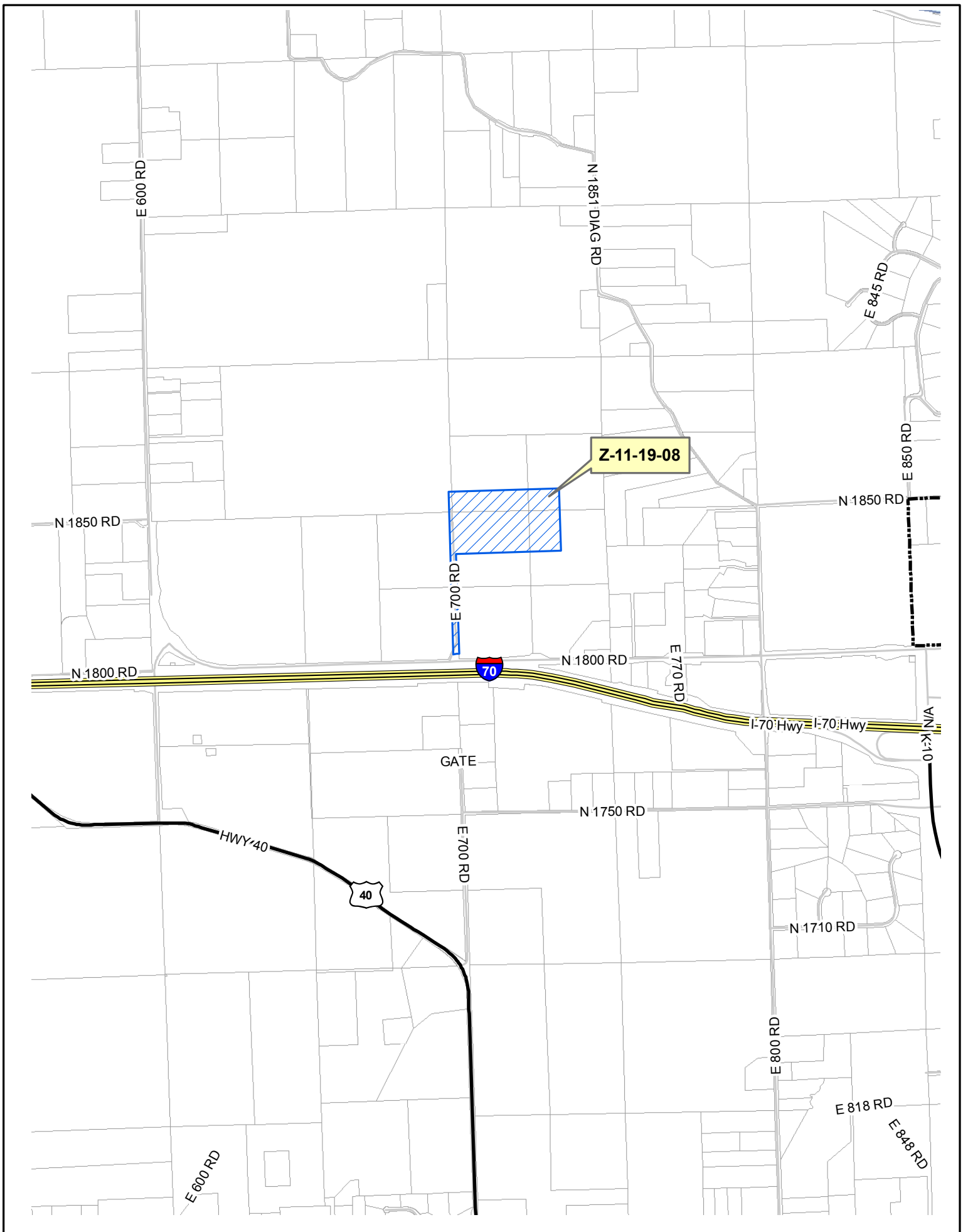
**BUILDER:**  
DGC OF LAURENCE  
410 N. 3000 WEST  
LAURENCE, KS 66404  
PHONE: 786.932.0804  
FAX: 786.932.0880

CITY OF LAURENCE ARCHITECTS, L.L.C.  
1000 N. 3000 WEST  
LAURENCE, KS 66404  
PHONE: 786.932.0804  
FAX: 786.932.0880  
THIS PLAN IS THE PROPERTY OF PAU|WERNER ARCHITECTS, L.L.C.  
IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREON.  
NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PAU|WERNER ARCHITECTS, L.L.C.



**185 Ac. +/-**



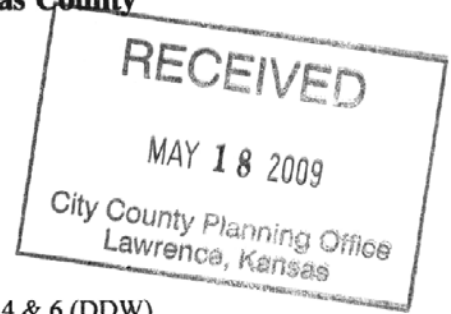


**League of Women Voters of Lawrence-Douglas County**

P.O. Box 1072, Lawrence, Kansas 66044

May 17, 2009

Mr. Brad Finkeldei, Chairman  
Members  
Lawrence-Douglas County Planning Commission  
City Hall  
Lawrence, Kansas 66044



RE: ITEM NO. 4: CPA-3-2-09; AMENDMENT TO HORIZON 2020, CHAPTERS 4 & 6 (DDW)  
ITEM NO. 5: A TO B-2; 58.99 ACRES; N 1800 RD & E 700 RD (MKM)

Dear Chairman Finkeldei and Planning Commissioners:

You have received several communications from us on this issue and therefore know that we support the type of use proposed by Rockwall Farms but not the rezoning to the County B-2 that the developers have requested. We take this position because of the open-ended list of possible uses that this property could become in the future and the inability of the County to legally restrict the use under this B-2 District. The restrictions that you have recommended ( i.e., the platting and buffering) would not prevent the property from becoming a general commercial use. Platted property can be replatted. Buffers as a function of the platting can be rescinded, unless that land is given to the County. The suggestion for a modified Conditional Use Permit is unacceptable to the developers.


We have another suggestion that we hope you will seriously consider. Because *Horizon 2020* is undergoing a possible change to allow any number of these "conference, recreation, or tourism facilities that benefit from or integrate with the rural setting," it seems justifiable to create a special zoning district for this use. These proposed and necessary conditions are not written into any zoning district at this time and would not be binding under the existing conventional County zoning districts. There is no reason why a new County Zoning District could not be initiated that would satisfy the needs of this use, but at the same time provide the necessary predictability that such a County business use should dictate. We believe that in order to avoid the unexpected consequences of unintentional outcomes that the all-encompassing B-2 District could cause, a possible solution would be to create a new special district for the use "conference, recreation, or tourism facilities that benefit from or integrate with the rural setting." Such a district could be written so as to limit the uses, add requirements specific to the facilities, and therefore avoid the development of more intensive commercial sites/and or shopping centers located throughout the County. We also suggest that you word the *Horizon 2020* Chapter 6, Commercial Land Use, so that this type of use would be limited to this special district in the County.

Also, we would like to apologize for mis-locating the Rockwall Farms site on the map that was attached to our letter. We had inserted the letter that was presented in the PC Staff Report of January 28, 2009 in the Miscellaneous Item #1. We continue to view the correct location, however, as strategically located and large enough to potentially become an intensive commercial center if granted B-2 County Zoning because of its relatively close proximity to the K-10/I-70 Interchange.

Again, we ask that you seriously consider our suggestion of creating a new, special district for the specific use requested by the developers of Rockwall Farms and to reference such district in Chapter 6, *Horizon 2020*. Thank you.

Sincerely yours,

Milton Scott  
Vice President

  
Alan Black, Chairman  
Land Use Committee

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May 12, 2009

VIA REGULAR MAIL AND E-MAIL

Mr. Brad Finkeldei, Chair  
Lawrence-Douglas County  
Metropolitan Planning Commission  
6 East 6th Street  
P.O. Box 708  
Lawrence, Kansas 66044

*Re: May 18, 2009 Planning Commission Meeting  
Agenda Item 4, CPA-3-2-09 (the "Text Amendment")  
Agenda Item 5, Z-11-19-08 (the "Rezoning Request")*

Dear Mr. Finkeldei:

I am writing on behalf of Rockwall Farms, L.C. (the "**Applicant**"), in connection with the above-referenced land use matters, which will allow for the construction of a rural conference center (the "**Project**"). During the past several months, the Applicant and Planning Staff have discussed several issues related to the Project, including many of the same issues identified by the League of Women Voters (the "**LWV**") in their letter addressed to the Planning Commission, and dated April 19, 2009. Although we appreciate and share many of the LWV's same concerns, the LWV's letter does contain a couple of factual misstatements regarding the Project, which need to be corrected.

**CUP not an option.** The LWV states that the Project, as proposed, may proceed with a Conditional Use Permit ("**CUP**"). This is not correct. The option of a CUP has been considered and discussed at length between the Applicant and the Planning Staff, but is not a viable option. First, long-term financing for a multi-million dollar real estate development, such as the Project, requires permanent zoning, not a CUP. Second, a CUP will not allow the Applicant the ability to obtain a liquor license to serve alcohol on the subject property. A liquor license is a prerequisite to the Applicant's proposed uses, including dining, banquet and reception facilities on the subject property.

**Wrong property identified.** The LWV incorrectly states that the Project "is strategically located for the potential to become a major commercial hub in the County because of its proximity to the K-10/Turnpike interchange." This is not correct. The LWV identified the wrong parcel of property. The actual Project is located 1.5 miles to the west, and a quarter mile north of the LWV's location. Moreover, the Project is not likely to become a "major commercial hub" because the site is not even visible from the Farmer's Turnpike. The proposed improvements will be set back more



Mr. Brad Finkeldei, Chair  
Lawrence-Douglas County Metropolitan Planning Commission  
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than a quarter mile from the Farmer's Turnpike—not an ideal location for a “commercial hub.” To the contrary, the site was selected *because* of its seclusion.

**Conditional zoning not allowed.** The Project has very specific proposed uses, and the LWV believes a specific land use approval should be used to permit those uses. Conceptually we agree, and have had several discussions with the Planning Staff about this very issue. The Applicant has *offered* to restrict the proposed uses in connection with the Rezoning Request, and the Planning Staff would *accept* such restrictions, if permitted to do so. However, the LWV correctly notes that Douglas County does not presently allow “conditional zoning” to impose additional use limitations within a zoning category.

**Workable solution.** The Applicant has agreed to make the rezoning contingent upon the approval of a site plan, which includes a site buffer. Additionally, if the proposed Text Amendment is approved, then *Horizon 2020* will allow the proposed project in the rural area, thereby evoking a recommendation for approval from Planning Staff. To address concerns of future land use, the Text Amendment imposes criteria for rural recreation and tourism facilities. The configuration and isolated location of the Project are further assurances against more intense commercial development in the future. These actions and facts represent the best available compromise between the concerns of Planning Staff and the objectives of the Applicant. In effect, the Applicant is agreeing to condition the “approval” of the Project, rather than condition the “zoning” itself.

The Applicant and the Planning Staff have cooperated to present the Planning Commission with a solution both parties can support. The Applicant has made a concerted effort to provide the public with assurances that the proposed use on the subject property will integrate with and preserve the surrounding rural environment, and has made all reasonable efforts to address concerns of the Planning Staff, the Lecompton Planning Commission, and the neighboring landowners. We believe the Text Amendment and the Rezoning Request independently merit the consideration and approval of the Planning Commission.

Respectfully,



Matthew S. Gough  
of Barber Emerson, L.C.

MSG:jsm

cc: Rockwall Farms, L.C.  
Scott McCullough, Planning Director

**ITEM NO. 5      A TO B-2; 58.99 ACRES; N 1800 RD & E 700 RD (MKM)**

**Z-11-19-08:** Consider a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road & E 700 Road, S of Lecompton from A (Agricultural) to B-2 (General Business District). Submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. *Joint meeting with Lecompton Planning Commission.* Deferred from the March 2009 Planning Commission meeting.

**STAFF PRESENTATION**

Ms. Mary Miller presented the item.

Commissioner Dominguez asked why the buffer was requested to be reduced.

Ms. Miller said the applicant would have to answer that.

**APPLICANT PRESENTATION**

Mr. Paul Werner, Paul Werner Architects, said the shape was intentionally designed as a flag lot with the access off of Farmers Turnpike. He said originally he offered a 500' buffer but reduced it to 300' when staff suggested 200'. He said the 300' buffer was reasonable.

**PUBLIC HEARING**

Ms. Betty Lichtwardt, League of Women Voters, said that the outcome cannot always be predicted and that nothing in the ordinance prevents changes in the future. She recommended that a special zoning district be created for these types of uses.

Mr. Jeff Robertson, Lecompton Planning Commission Chair, said the Lecompton Planning Commission support the rezoning.

**APPLICANT CLOSING COMMENTS**

Mr. Matt Gough, Barber Emerson, said the access road is not a county road, it is private as E 700 Road has been vacated in this location. It is a flag lot, which cannot be split because of its shape. He said it was about 2 miles from KTA and the proposed location of the improvements is in a ravine and surrounded by woodland areas and is not visible from the Farmers Turnpike.

**COMMISSION DISCUSSION**

Commissioner Harris asked for staff to address the League of Women Voters comment about having a special designation for these types of facilities.

Mr. McCullough said that staff has recognized all along the lack of ability to do conditional zoning and the practical lack of Conditional Use Permit for a facility that wants to serve alcohol. It has presented some practical barriers.

Commissioner Hird thanked Lecompton Planning Commission members for being present. He said because of their positive recommendation and the project's location and inherent limitations he would vote to support the rezoning request.

**ACTION TAKEN**

Motioned by Commissioner Hird, seconded by Commissioner Blaser, to forward the rezoning request to the Board of County Commissioners with a recommendation for approval, subject to the following conditions as revised in the staff memo:

1. The rezoning resolution shall be published after the Board of County Commissioners have approved and signed the resolution for the Comprehensive Plan Amendment [CPA-3-2-09].
2. The rezoning resolution shall be published after the recordation of a final plat.

3. The rezoning resolution shall be published after the approval of a site plan. The following required features will be included on any site plan submitted for this property:
  - a. The buffer area shown on the concept plan.
  - b. Use restrictions and maintenance responsibility for the buffer area shall be listed.
4. If a 300 ft buffer width is approved, a revised concept plan showing the approved buffer area shall be provided to the Planning Office to be filed with the rezoning application.

Commissioner Harris said she would vote in favor of the motion but encouraged staff to consider the League of Women Voters points and try to address their concerns.

Unanimously approved 8-0.

**6/24/09**

**BOARD OF COUNTY COMMISSION MEETING MINUTES**

The Board considered the approval of Z-11-19-08, a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road and E 700 Road, south of Lecompton from A (Agricultural) to B-2 (General Business District). The application was submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. (PC Item 5; approved 8-0 on 5/18/09) Mary Miller, Lawrence-Douglas County Metropolitan Planning Staff, presented the item and provided a list of concerns expressed by area residents which included water supply, sewage, alcohol, gun safety and noise. Miller also addressed concerns regarding notification by displaying notification maps from the County Clerk's office.

Staff recommends, based on the passing of accompanying Comprehensive Plan Amendment request [CPA-3-2-09], approval of the zoning request subject to the following conditions:

- 1) The rezoning resolution shall be published after the Board of County Commissioners have approved and signed the resolution for the Comprehensive Plan Amendment [CPA-3-2-09].
- 2) The rezoning resolution shall be published after the recordation of a final plat which shall include the following items:
  - a) The buffer area shown on the concept plan shall be included on the plat.
  - b) Use restrictions and maintenance responsibility for the buffer area shall be listed.

Thellman opened the item for public comment.

Paul Werner, architect, stated that The Woods is a full service corporate retreat. The owners are not seeking anything from the County other than rezoning approval. The hunting item has been taken off the table. Werner explained that the property was intentionally configured as a flag shaped lot to eliminate the possibility of putting in a gas station or commercial building along the main road. He stated it is hard to judge the amount of water use at this time. If required, a lagoon would be approved through the state. They plan to use water from the pond to sprinkle for fire.

Flory asked if the applicant would accept a CUP that would extend for 30 years, with approval of alcohol consumption on the premises. Warner replies the rezoning is all about security because rural regulations change. Flory agreed but rezoning is also a risk to the County because if the project fails to go through, we would have a bunch of mixed zonings in the area.

Mark Andersen, attorney representing the applicant, stated that a CUP did not provide potential investors with enough security to make the project financially viable. He called the project a multigenerational investment and investors were not willing to take the risk that the political climate had changed in 20 years when the CUP was up for renewal.

Don Fuston, Chair of Water District No. 6., stated that water is his main concern. The retreat would be limited to 1.6 million gallons a year. He feels that is not sufficient. Anything above 1.6 million would force rationing to area residents. Gaughan asked if the water district could still provide water if for example 10 additional families moved to the area, in addition to the retreat. Fuston, stated "yes" the district could supply water to 10 new families in addition to the retreat.

Charlene Winter stated she prefers the County approve a CUP as opposed to the rezoning. Flory asked Winter whether she was against the resort entirely or if she is comfortable offering a CUP with limitations. Winter stated she is concerned that a rezoning will end up allowing something she doesn't want.

Mark Andersen, suggested adding covenant and restrictions to the property and making the County the beneficiary. Anderson also stated the County Counselor had discussions with staff about the issue of conditional zoning and that Evan had indicated this was something that should be possible in the County. Anderson respected Evan and would not say the County Counselor gave an opinion on the issue. Hank Booth, Lawrence Chamber of Commerce, stated his support of the project. He feels no other retail would want to locate to this area. He looks at the project as an amenity to the community.

Thellman moved to close the public comment; Flory seconded and the motion carried unanimously.

It was the consensus of the Board to table the rezoning request Z-11-19-08. Motion was seconded by Thellman and carried unanimously.

Flory moved to initiate a text amendment to the Douglas County Zoning Regulations that would add language to permit conditional zoning and directed staff to place this amendment on the August Planning Commission agenda for public hearing. Motion was seconded by Gaughan and carried unanimously.

Gaughan moved to initiate the creation of a new zoning district to the County Zoning Regulations for "conference, retreat, recreational, tourism or agri-tourism and heritage sites" and requested Staff work on the language to include input from the previous applicant and others; and that staff provide the Commission with draft language by August 1, 2009. Motion was seconded by Thellman and carried unanimously.

**AD - Crabtree, Robin**

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**From:** Nancy Thellman [nthellman@gmail.com]  
**Sent:** Tuesday, September 22, 2009 11:34 AM  
**To:** AD - Crabtree, Robin  
**Subject:** back up material for food policy council 9/23/09 agenda

**Memorandum:**

**To:** Jim Flory, Mike Gaughan,  
**From:** Nancy Thellman  
**Cc:** Emily Jackson, Craig Weinaug  
**Date:** September 23, 2009  
**RE:** Additional considerations for the Douglas County Food Policy Council (FPC)—  
funding request and further discussion of representation on the FPC

**Background:** (See previous material, dated September 9, 2009 for full presentation initiating local Food Policy Council by Douglas County Board of Commissioners.)

Since the announcement of Douglas County's initiative for a local Food Policy Council, I have received many notes and phone calls of support, including offers from interested parties who would like to serve on the council. These represent people from a wide variety of interests in the business, agricultural, social service and institutional sectors who will add valuable expertise to this important new initiative.

While the actual formation of the council was approved on September 9, 2009, I moved to defer any discussion of the budget request or representation on the FPC until Commissioner Flory could be present to add his comments. Since that date I have amended my budget request to reflect some sensitivity to the County's current downturn in sales tax revenue as well as to allow the FPC to evaluate its own budgetary requirements, bringing it's own funding recommendation to the BOCC early next year.

**Budget request:** That said, there is still a need for up to \$2,500 to cover the cost of sending up to 15 members of the FPC to Des Moines for a one day national conference on Food Policy Councils. (Cost of the one day event is \$99. Lodging the night before is approximately \$80.)

The opportunity to attend this national conference to learn about best practices and successful FPC models from communities around the nation is an important one—especially as our own FPC is just getting underway. Learning together from the very beginning what works in most communities will help our FPC guard against “reinventing the wheel” as it goes about establishing its bylaws, creating vision and mission statements, determining best practices in local food inventory and

assessment, and setting policy goals.

**Food Policy Council Membership:** Below reflects further refinement of FPC representation: (Goal is no more than 25 members. One representative from County, City and School boards is desirable, though they will be advisory.)

- 3 At-large (each commissioner chooses one)
- 3 Agricultural producers (with representation of both produce and protein, and hoping to balance representation from both the Kaw and Wakarusa growing valleys)
- 3 Retail food outlets (grocers, restaurants)
- 2 Institutional food purchasers (corporation, hospital, or university)
- 3 School district representatives (preferably one from each district--Eudora, Baldwin and Lawrence)
- 1 Extension Service
- 1 Sustainability Advisory Board
- 2 Food security organizations
- 1 Certified health and nutrition professional or medical doctor
- 1 NGO with a focus local food/agriculture (such as Kansas Rural Center)
- 1 Farmer's Market representative
- 1 Chamber of Commerce
- Chair

**The first meeting of Douglas County's Local Food Policy Council is tentatively scheduled for Monday, October 5, at 7 p.m., location TBA. Tentative regularly scheduled meetings: First and third Mondays through 2009, then likely once a month in 2010, to be determined by the council.**

**National Food Policy Council Conference, Des Moines, IA, Saturday, October 10 (with a three day food security conference following for those who are interested in staying on).**

**Action: Allow up to \$2,500 for conference costs (registration, travel, lodging) for the Food Policy Council conference on Oct. 10, 2009.**