

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, NOVEMBER 10, 2010

6:35 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of revised cooperation agreement with the City of Lawrence appointing a medical director for the Lawrence-Douglas County Fire Medical Department. (Pam Madl);
- (c) Consider approval of resolutions granting Cereal Malt Beverage licenses for Clinton Marina and Clinton Submarina (Clerk's Office);
- (d) Consider approval of a resolution granting Cereal Malt Beverage licenses for Flamingo Enterprises/The Bird of Lawrence (Clerk's Office);
- (e) Consider approval of a resolution granting Cereal Malt Beverage licenses for the Clinton Store (Clerk's Office); and
- (f) Consent Agenda approval of contract for consulting engineering services for Project No. 2010-18, Route 442 pavement reconstruction from Lawrence city limits to Wakarusa River Bridge (Keith Browning)

REGULAR AGENDA

- (2) Update on Destination Management Inc. (DMI) (Judge Deanell Tacha, Chair of DMI)
- (3) (a) Consider a request to rezone (Z-9-14-10) approximately 120 acres from County A (Agricultural) to County I-2 (Light Industrial), located west of E 700 Road and north of N 1800 Road (Farmer's Turnpike). Submitted by Paul Werner Architects for Rockwall Farms L.C., property owner of record. (Lawrence/Douglas County Metropolitan Planning Commission voted 8-0 to recommend approval and Lecompton Planning Commission voted 5-0 to recommend approval of Item 1 on 10/25/10) Mary Miller is the Planner.

(b) Consider adoption of a resolution to rezone 97.16 acres from County A (Agricultural) to County I-2 (Light Industrial) in Section 14, Township 12S, Range 18E in Douglas County, Kansas.
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment

- (5) Adjourn

WEDNESDAY, NOVEMBER 17, 2010

6:35 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of contract for consulting engineering services for Project No. 2010-20, Route 1055 (6th street) reconstruction from US-56 highway to Route 12 in Baldwin City (Keith Browning)

REGULAR AGENDA

- (2) Receive Planning Commission recommendation regarding annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and consider a resolution requesting that the Board of County Commissioners make the statutory finding as to whether the proposed annexation would not hinder or prevent the proper growth

or development of the area or of any other incorporated city. Submitted by Venture Properties, Inc., property owner of record.

(3) Presentation on Energy Efficiency Challenge for the City of Lawrence (Eileen Horn)-No back up

(4) Other Business

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

(b) Appointments

(c) Miscellaneous

(d) Public Comment

(5) Adjourn

WEDNESDAY, NOVEMBER 24, 2010

-No Commission Meeting

WEDNESDAY, DECEMBER 1, 2010

-Review and Approval of the Community Corrections Application for FY2010 Unexpended Funds (Ron Stegall)

WEDNESDAY, DECEMBER 8, 2010

WEDNESDAY, DECEMBER 15, 2010

WEDNESDAY, DECEMBER 22, 2010

WEDNESDAY, DECEMBER 29, 2010

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.*

**A CITY/COUNTY COOPERATION AGREEMENT APPOINTING
DR. KYE EVANS, D.O.
AS MEDICAL DIRECTOR
FOR LAWRENCE-DOUGLAS COUNTY FIRE MEDICAL DEPARTMENT**

WHEREAS, K.S.A. 65-6126 requires each emergency medical service to have a medical adviser appointed by the operator of the service to review, approve and monitor the activities of the attendants; and

WHEREAS, the governing body of the City of Lawrence, Kansas, hereinafter "City" and Douglas County, Kansas, hereinafter "County", have entered into an agreement by which the City, through the Lawrence-Douglas County Fire Medical department (hereinafter "LDCFM") is the "operator" of an "ambulance service", as those terms are defined in K.S.A. 65-6112(c) and (r), respectively; and

WHEREAS, it is the desire of the City/County to appoint Dr. Kye Evans, D.O., hereinafter "Dr. Evans" or "Medical Director" as the medical director and the medical advisor of the Lawrence-Douglas County Fire Medical department to perform the duties and have the authority as hereinafter set out.

NOW THEREFORE, THE CITY/COUNTY, DR. EVANS, AND LAWRENCE EMERGENCY MEDICINE ASSOCIATES, PA AGREE AS FOLLOWS:

SECTION I. APPOINTMENT: Dr. Kye Evans, D.O. is hereby appointed medical director and the medical advisor (as that term is used in K.S.A. 65-6126) of the Lawrence-Douglas County Fire Medical department and Dr. Evans accepts the appointment and agrees to serve in this capacity.

SECTION II. TERM: This Agreement and the foregoing appointment commence on October 5, 2010 and continue for a term of twelve months, expiring October 5, 2011. This appointment will automatically renew for additional successive 12 month terms unless the City/County or Dr. Evans shall give notice in writing to the other 180 days prior to any automatic renewal of intent to terminate the services described hereunder. This agreement automatically terminates if Dr. Evans ceases to be associated, whether employed or retained as an independent contractor, with Lawrence Emergency Medical Associates, and no further compensation will be made after termination.

SECTION III. ACCOUNTABILITY: The Medical Director shall coordinate all duties, responsibilities and services to be provided by him under this Agreement with the Chief of the LDCFM, or the Chief's designee. Whenever this Agreement requires, or when it becomes necessary, for the Medical Director to advise, provide or communicate information to, or seek approval of, the City/County in matters relating to the Medical Director's services, such communication shall be directed to, and any approval shall be sought from, both the City Manager of Lawrence and the County Administrator, Douglas County, Kansas, or his/her designees.

SECTION IV. COMPLIANCE WITH LAW: The Medical Director shall ensure that personnel operating under his/her authority are in compliance with the provisions of K.S.A. 65-6101 et seq., and are operating according to the protocol and standard operating guidelines established by the Medical Society of Douglas County and LDCFM.

SECTION V. REQUIREMENTS OF THE POSITION: The Medical Director shall be responsible for LDCFM medical treatment procedures for providing pre-hospital medical care of persons requiring services of LDCFM within Douglas County. The Medical Director shall possess the following qualifications and perform the following duties:

A. Qualifications:

1. Must submit proof that he holds a current license to practice medicine and surgery in the State of Kansas and is a member of the Lawrence Memorial Hospital medical staff.
2. Be Board Certified in critical care medicine or in one of the subspecialty areas, i.e. internal medicine, emergency medicine, surgery, pediatrics, or anesthesiology.
3. Be routinely involved in the active management of critically ill or injured patients.
4. Have at least three (3) years in the pre-hospital and emergent care of the acutely ill or injured patient.
5. Have demonstrated active involvement in the training of basic life support (BLS) and advance life support (ALS) pre-hospital medical care.
6. Have demonstrated active involvement in all aspects of the quality assessment of pre-hospital medical care.
7. Have demonstrated active involvement in an Emergency Medical Service System (EMSS).
8. Be familiar with the legislative processes affecting EMSS in Kansas and Douglas County.

B. Responsibilities:

1. To serve as the "medical advisor" for LDCFM as that term is used in K.S.A. 65-6126.
2. To establish medical education standards for all State certified medical personnel of LDCFM.
3. Place limitations on the level of pre-hospital activities of those who deviate from the established medical standards.
4. Recommend standing orders to the "local component medical society" for their approval as required by K.S.A. 65-6112 *et seq.*
5. Develop and recommend medical protocols, with the assistance of the EMS Advisory Committee, which are appropriate to the training and expertise of the personnel of LDCFM. These medical protocols shall be adopted pursuant to K.S.A. 65-6112(n) and shall include guidelines under which non-transport of patients may occur.

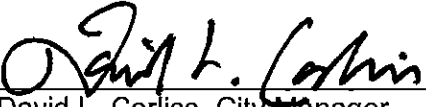
6. Ensure quality patient care by providing review of patient care records as deemed necessary by the Chief of LDCFM or his/her designee, and no less than quarterly assessment of patient management in the field.
7. To coordinate with the Lawrence Memorial Hospital staff to facilitate a continuum of care approach to delivery of service by LDCFM.
8. Review or cause the peer review of all patient contacts by LDCFM personnel.
9. Implement medical quality assurance and improvement measures to identify LDCFM patient care performance, as well as individual and service wide strengths and weaknesses.
10. Assist in the representation of pre-hospital medical care interests of LDCFM at selected meetings pertaining to department.
11. Conduct or participate in scientific research to evaluate the delivery of pre-hospital medical care by LDCFM.
12. Provides medical advice regarding remedial education and the restriction of technician patient functions if required.

SECTION VI. COMPENSATION:

- A. The County agrees to pay Lawrence Emergency Medicine Associates, PA an amount not to exceed \$18,000.00 annually as compensation for the Medical Director's (who is an employee of Lawrence Emergency Medicine Associates, PA) satisfactory performance of services rendered during the initial term of this Agreement. Payment shall be made in equal monthly installments of \$1,500.00 by the last day of each month during the term of this Agreement.
- B. Compensation to Dr. Evans will be provided by his employer, and no further compensation from the County or City will be provided.
- C. Renewal compensation unless otherwise agreed to by both Lawrence Emergency Medicine Associates, PA and the County, shall be the amount stated above in Paragraph A for any renewal term.
- D. Compensation upon termination of this Agreement, for any reason, during either the initial or any renewal term, shall end effective the date of termination.

SECTION VII. INDEMNIFICATION: The City, County, and their officers, employees, agents and volunteers shall be held harmless and fully indemnified by the Medical Director from any and all loss, damage, liability, claim, demand or cause of action whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission of willing misconduct of the Medical Director in the performance of this agreement.

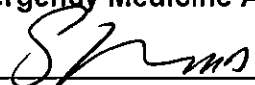
Authorized by the governing body of the City of Lawrence, Kansas this 5TH day of October, 2010.


David L. Corliss, City Manager

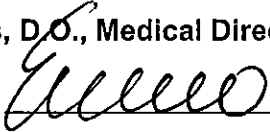
Authorized by the governing body of the Douglas County, Kansas this _____ day of _____, 2010.

Nancy Thellman
Chair, Board of Douglas County Commissioners

Lawrence Emergency Medicine Associates, PA

Signature:  Date: 10-19-10

Kye Evans, D.O., Medical Director

Signature:  Date: 10/12/10

RESOLUTION _____

WHEREAS, on the **10th day of November, 2010**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Marina** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Clinton Marina** is qualified under the law to sell cereal malt beverages not for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Clinton Marina** granted a license to sell cereal malt beverage not for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2011 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CLINTON MARINA**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1329 E 800 Road, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2011 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 10th Day of November, 2010

Attest: _____
County Clerk

Chairman

RESOLUTION _____

WHEREAS, on the **10th** day of **November 2010**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Submarina** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Clinton Submarina** is qualified under the law to sell cereal malt beverages for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Clinton Submarina** granted a license to sell cereal malt beverage for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2011 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CLINTON SUBMARINA**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1329 E 800 Road, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2011 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 10th Day of November, 2010

Attest: _____
County Clerk

Chairman

RESOLUTION _____

WHEREAS, on the 10th of November, 2010 the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Flamingo Enterprises/The Bird of Lawrence** for a cereal malt beverage license came up for consideration by the above board and

WHEREAS, the Board does find that said **Flamingo Enterprises/The Bird of Lawrence** is qualified under the law to sell cereal malt beverages for consumption on the premises located: **1626 E 1550 Rd, Lawrence, KS**

WHEREAS, the Board further finds that due and legal notice has been given the Grant Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Grant Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Flamingo Enterprises/The Bird of Lawrence** granted a license to sell cereal malt beverages for consumption on the premises located: **1626 E 1550 Rd, Lawrence, KS**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2011 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **FLAMINGO ENTERPRISES/THE BIRD OF LAWRENCE**

TO SELL CEREAL MALT BEVERAGES AT RETAIL FOR CONSUMPTION ON PREMISES

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1626 E 1550 RD, LAWRENCE, KS Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2011 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 10th Day of November 2010

Attest: _____
County Clerk

Chairman

RESOLUTION _____

WHEREAS, on the 10th of November, 2010, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of Clinton Store for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said Clinton Store is qualified under the law to sell cereal malt beverages not for consumption on the premises located **598 N 1190 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **The Clinton Store** granted a license to sell cereal malt beverage not for consumption on the premises located at **598 N 1190 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2011 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **The Clinton Store**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**598 N 1190 Rd, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County,
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the
board of County Commissioners.**

**This License will expire 12:00 midnight December 31, 2011 unless sooner revoked, is not transferable, nor will any
refund be allowed thereon.**

Done by the Board of County Commissioners of Douglas County, Kansas

This 10th Day of November 2010

Attest: _____

County Clerk

Chairman

MEMORANDUM

To : Board of County Commissioners
Craig Weinaug, County Administrator

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

Date : November 4, 2010

Re : Consent Agenda approval of contract for consulting engineering services
Project No. 2010-18 - Route 442 pavement reconstruction
Lawrence city limits to Wakarusa River bridge

This department has undergone the selection process for consulting engineering services for the pavement reconstruction project on Route 442 (old K-10 highway) from the Lawrence east city limits to the Wakarusa River bridge. We received two proposals, and interviewed both consultants. The selection committee selected Kaw Valley Engineering from Lenexa as the top rated firm. Kaw Valley will perform all geotechnical sampling and testing with in-house personnel, and they are well qualified in materials testing and pavement design. Jeff Frantzen, Ph.D., P.E. is the Kaw Valley engineer assigned to this project. He is a former KDOT materials and geotechnical engineer, and is the primary author of KDOT's Geotechnical Manual. We feel very comfortable with Dr. Frantzen assisting us on this project.

Kaw Valley submitted a cost proposal with a not-to-exceed fee of \$9,236.00 for engineering services. This is a very reasonable fee for their services.

Following the gathering of geotechnical and traffic data, Kaw Valley will prepare a report documenting appropriate pavement reconstruction strategies for this roadway section. They will assist us in working through the options, and will develop a recommended pavement typical section. They will also assist us in determining appropriate construction methods and sequencing for the project. This department will then prepare final construction plans and contract documents.

The CIP includes \$1,637,000 for this project, which is slated for construction in 2011. We plan on constructing the project in summer 2011.

As of this date, we have not received the signed contract from Kaw Valley Engineering. An unsigned copy of the contract is attached for your review prior to the BOCC meeting.

Action Required: Consent Agenda approval of an engineering services contract with Kaw Valley Engineers at a not-to-exceed cost of \$9,236.00 for Project No. 2010-18, pavement reconstruction on Route 442 from the Lawrence city limits to the Wakarusa River bridge.

**EXHIBIT A
SCOPE OF SERVICES**

I. PROJECT LOCATION AND DESCRIPTION

Provide professional services described as follows: Geotechnical investigation and engineering recommendations on County Route 442 between the Lawrence East City Limits and the Wakarusa River Bridge to determine and recommend pavement replacement options. This project is in Douglas County's Capital Improvement Plan and is scheduled for construction in 2011.

II. DESIGN PHASE

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. Provide traffic engineering analysis to determine design traffic volumes, vehicle classifications, and future traffic volumes.
3. Provide geological and geotechnical investigations to determine the existing pavement composition and condition and adequacy of subgrade. Provide borings at a minimum of five (5) locations.
4. Complete a pavement evaluation and determine appropriate alternate typical sections and construction methods to handle the design traffic volumes. Concrete rubblization shall be evaluated as an appropriate option.
5. Evaluate the condition and measure the size of all existing drainage structures under roadway. Determine size required to carry the 25 year storm event. Provide copies of any computer digital data.
6. Prepare a final report documenting existing pavement and subgrade conditions, traffic engineering analysis, analyze pavement replacement options including construction methods, discuss condition of existing drainage structures and appropriate size to accommodate a 25 year design storm event, provide cost estimates of probable construction costs (include quantities and bid items) for each pavement replacement option, and provide recommendations for best pavement replacement option, pavement typical section, subgrade modifications, and replacement of drainage structures if needed.
7. Meet with County staff to discuss the final report.

III. SCHEDULE

Four (4) copies of the final report will be provided to Douglas County by December 15, 2010.

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Kaw Valley Engineering, Inc. ("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. 2010-18 (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 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 Estimate of Engineering Fee (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 \$ 9,236.00 (“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 _____. 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 material 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. 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.

H. 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 A, attached hereto and incorporated herein. Such services shall include the following services during the following Project phases:

A. 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.

B. 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: _____ ("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

The Project Schedule is set forth in Exhibit A, attached hereto and incorporated by reference. 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. SUSPICION 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.

If the Engineer for any reason is not allowed to complete all the Services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness of constructability of the construction documents prepared by the Engineer if changed or completed by the County or by another party. Accordingly, the County agrees, to the fullest extent permitted by the law, to waive and release the Engineer, its officers, directors, employees, and subconsultants from any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from such change or completion by any other party of any construction documents prepared by the Engineer.

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

After final payment is received by Engineer of all monies due, 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, and contractual liability,
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)
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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 subconsultants in its insurance policies; or
 - b) Require each subconsultants 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, officers, employees and elected officials from all loss, damage, cost and expenses, including reasonable attorneys' fees and expenses, incurred by or on behalf of any of the foregoing arising out of or related to personal or bodily injury or property damage, that to the extent arise from or related to the wrongful acts or negligent acts, errors or omissions of Engineer or its employees, agents or subconsultants. The provisions of this section shall survive the termination of this Agreement.

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 applicable federal, state and local laws, ordinances and regulations applicable to this Project that are in effect as of the date of Services rendered 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: _____

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:

(Name of Engineering Firm)

By: _____
Engineer's Authorized Signatory

Printed Name

Title

COUNTY:

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

By: _____

Printed Name

Title: Chair

ATTEST:

Douglas County, Clerk

Exhibits:

- A. Scope of Services
- B. Fee Schedule

DESTINATION MANAGEMENT, INC.

TO: Lawrence City Commissioners
FROM: Deanell Tacha, Chair
RE: Overview of DMI activities

Destination Management, Inc. (DMI)

- 501c6 organization formed in 2008 with joint cooperation of the City of Lawrence, Douglas County, the Lawrence chamber of Commerce, and Freedom's Frontier National Heritage Area (FFNHA).
- Mission: to promote tourism in Lawrence and Douglas County by focusing fiscal resources on heritage and cultural assets in an effective and collaborative manner.
- Directed by Judy Billings, DMI coordinates, prioritizes and plans for the use of resources and programming priorities for entities that contribute to the mission. These include the Lawrence Convention & Visitors Bureau, Freedom's Frontier National Heritage Area and county funding for Douglas County Historical Societies.
- Members of the Board of Trustees include Deanell Tacha, Chair, FFNHA; David Dunfield, member of FFNHA Board of Trustees; Mike Dever, Lawrence City Commission; Mike Gaughan, Douglas County Commission; Joan Golden, representative of the Lawrence Chamber of Commerce; Dave Corliss, Lawrence City Manager; and Craig Weinaug, Douglas County Administrator.

Lawrence Convention & Visitors Bureau (LCVB)

- Continues to market Lawrence and Douglas County as always including publishing of the Visitor Guide and distribution throughout the region, placement of all types of advertising, working with travel journalists, calendar listings and social media.
- Solicits conferences and meetings and provides services.
- Bids and provides service for sports events including MS150, USSSA Softball World Series, Special Olympics National Games and others.
- Organizes Tour of Lawrence.
- Provides organization and marketing assistance to local events.

Freedom's Frontier National Heritage Area (FFNHA)

- Designated by Congress in 2006 with Management Plan approval by the National Park Service in September 2010.
- Comprised of 41 counties along the Kansas-Missouri border.
- Ongoing inclusion of sites and operational focus is administered by a partnership team comprised of hundreds of volunteers who represent sites in the area.
- Stories are commemorated of events that occurred along this border in the enduring struggle for freedom.
- 501c3 status administered by a Board of Trustees and operating under a separate budget with federal dollars through the Midwest Region of the National Park Service and matched with local private and public dollars.

- Largely led by Lawrence and Douglas County efforts and funded primarily by Lawrence, Douglas County and private entities in this region.
- Full description can be found at www.freedomsfrontier.org

Douglas County Historical Society (DCHS) and Watkins Museum

- County funding for some of the principal heritage assets is administered by DMI which includes DCHS/Watkins Museum.
- County budget increased allocation in 2011 budget.
- Significant change in DCHS Board of Directors in the past year and is involved in a substantial long-term planning process with the goal of placing it in a more stable financial situation.
- Search for a new executive director is underway.
- Moving forward in a way that is consistent with the mission of Freedom's Frontier National heritage Area and the priorities of this community.

Carnegie Library

- The Lawrence City Commission has made an important investment in this facility.
- DMI, the Lawrence CVB and Freedom's Frontier National Heritage Area will office in the building.
- Designating it as the location for the offices of FFNHA and an exhibit dedicated to the heritage area will make Lawrence and Douglas County a pivotal gateway to the new area.
- The exhibit is currently being designed so that the space can be used as a flexible multi-purpose public space.
- The Carnegie building will also provide the opportunity for Lawrence to stand at the forefront of programming for FFNHA.

All meetings of Destination Management, Inc. are open meetings. The meeting dates are published on the City of Lawrence website. Any member of the Board of Trustees would be happy to answer any questions.

PLANNING COMMISSION REPORT
Regular Agenda – Public Hearing Item

ITEM NO. 1: COUNTY A TO COUNTY I-2; 120 ACRES¹; E 700 RD & N 1800 RD (MKM)

Z-09-14-10: Consider a request to rezone approximately 120 acres from County A (Agricultural) to County I-2 (Light Industrial), located west of E 700 Road and north of N 1800 Road (Farmer's Turnpike). Submitted by Paul Werner Architects for Rockwall Farms L.C., property owner of record. *Joint meeting with Lecompton Planning Commission.*

STAFF RECOMMENDATION: Staff recommends approval of the rezoning request for approximately 96 acres from A (Agricultural) to I-2 (Light Industrial) District and forwarding it to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report.

Applicant's reason for request: *"To rezone a parcel of ground from 'A' to 'I-2' in order to provide Berry Plastics a warehouse facility to support their existing manufacturing facility. The primary request is to provide this much needed support space; however, there are additional benefits to the community at large."*

KEY POINTS

- The subject property is located within 3 miles of the Lecompton city limits and this rezoning request will be considered at a joint meeting of the Lawrence-Douglas County Metropolitan and Lecompton Planning Commissions.
- The property has immediate access to an improved arterial street (N 1800 Rd) and is in close proximity to the I-70/K10 Lecompton Interchange.
- Property within the I-2 District must be platted prior to obtaining a building permit. A preliminary plat has been submitted and is scheduled for consideration at the November Planning Commission meeting.
- A request [Z-11-19-08] was approved by the BoCC at their June 24, 2009 meeting (pending the recording of a final plat) for a rezoning of the property east of the subject property to the B-2 District with conditions for a rural conference center. The applicant intends to masterplan the two developments to ensure compatibility and will include both lots in the same plat.

ATTACHMENTS

- Attachment A: Addendum to the application
- Attachment B: Table of uses permitted in the I-2 District
- Attachment C: Summary from Traffic Impact Study
- Attachment D: Concept Plan
- Attachment E: Berry Plastics proposed operation summary
- Attachment F: Preliminary Plat for Lots 1 and 2 of Rockwall Farms
- Attachment G: Written public comment submitted prior to publication

¹ The exact acreage needed for this development was not known at the time of the application submittal so the request included the maximum acreage that was thought possible. Following the development of more complete plans, the rezoning request has been reduced to 96 acres.

GOLDEN FACTORS TO CONSIDER

CHARACTER OF THE AREA

- a. The area is primarily rural/agricultural in nature with large areas of woodland. The area is served by a principal arterial, 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 I-2 (Light Industrial) is generally consistent with land use recommendations found in *Horizon 2020*.

ASSOCIATED CASES/OTHER ACTION REQUIRED

Associated Cases

- PP-9-9-10; Preliminary Plat for Rockwall Farms Addition No 2. This plat is scheduled for consideration at the November Planning Commission meeting.

Other Action Required

- Approval of the rezoning request by the Board of County Commissioners.
- Approval of rezoning by Board of County Commissioners and publication of resolution.
- Planning Commission approval of the preliminary plat and Board of County Commission acceptance of dedications of easements and rights-of-way.
- Submittal, administrative approval and recording of final plat.
- Submittal and Board of County Commission approval of site plan.
- Prior to beginning of construction, building permits must be obtained from the Douglas County Zoning and Codes Office.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- Steve McClure, area resident, called to express concern with the rezoning. He stated there might be other locations within or closer to the City limits which may be suitable for this development. He was also concerned with the impact of this development on the traffic in the area and the amount of water available for RWD#6.
- Letter from John Lewis, area resident, expressing opposition to the rezoning request. The letter is included as Attachment G. The letter stated the following as basis for the opposition: loss of high-quality agricultural land, change in the amount and type of traffic on N 1800 Road, few financial/economic benefits, and the concern that this development may lead to other similar developments in the area.

Project Summary:

The request is to rezone the property from A (Agricultural) to I-2 (Light Industrial) to allow warehousing and light industrial uses. This rezoning request is associated with the proposed development of an expansion of Berry Plastics warehouse facility which would include some printing operations.

GENERAL INFORMATION

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

Surrounding Zoning and Land Use: To the north and west: A (Agricultural) District; Agricultural uses, woodlands and scattered rural residences.

To the south: A (Agricultural) District; right-of-way for N 1800 Road and I-70.

To the east: A (Agricultural District) with rezoning to B-2 (General Business) District with conditions pending for a portion of the property to the east, pending the recordation of the final plat. (See Figure 1)

I. ZONING AND LAND USES OF SURROUNDING PROPERTIES

Staff Finding -- The surrounding property is zoned A (Agricultural) with a rezoning to the B-2 District pending for a portion of the property to the east. Agriculture and rural residences are the primary land uses in the area, though a corporate retreat is approved immediately east of the subject property. The I-70 Kansas Turnpike and N 1800 Road, which is commonly referred to as the 'Farmer's Turnpike', are adjacent to the southern property line of the subject property.

II. CHARACTER OF THE AREA

This is a rural area with woodlands, agriculture and rural residences. The large woodlands throughout the area contribute to the rural character. The area also contains 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 rural residences 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 restricted to agricultural uses and is suitable for the use; however, the proposed I-2 zoning is also suitable for the property. I-2 zoning is a light industrial zoning that will fit well with surrounding 'A' zoning and the 'B-2' to the east. The benefits to rezoning the ground to 'I-2' provide Berry Plastics with a site for their warehouse, which would be in close proximity to a highway network and their existing facility. The 'I-2' zoning is also suitable for the site because minimal amounts of trees will be disturbed to locate the warehouse. By master planning the proposed 'Woods' and warehouse facility, we can design the spaces to work together and benefit from developing/designing the improvements at the same time."

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. The property is located within an area that contains an interstate highway, woodlands, agricultural land uses, and rural residences. Agricultural activities are appropriate for the property. The property is also suitable for the proposed industrial uses due to its size, topography, and access to a suitable transportation network.

Staff Finding -- The property as zoned would allow for agricultural uses, rural residences, animal hospitals, dog kennels, schools, country clubs and churches. The subject property is well

suited for the uses to which it has been restricted and is also suited to industrial uses, including warehousing and light manufacturing.

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

The property is currently undeveloped with the exception of an accessory agricultural building.

Staff Finding – The property has never been developed but has been used for agricultural purposes.

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

Applicant's response:

"There will be no detrimental impacts to the nearby properties. The concept site plan will show how the facility can be located to take advantage of existing on-site screening, the distance to the north off Farmers Turnpike for which the building can be located works well for the site. Additionally, appropriate steps will be taken to design any road improvements deemed necessary by the slight increase in traffic. Even though stormwater detention is not required in the county, this proposal will submit a stormwater plan for review to show that there will be no impact on surrounding properties. Appropriate bufferyards and setbacks will also be provided to minimize any potential for impacting an adjoining property owner."

The rezoning would permit the development of light industrial uses and other uses permitted in the I-2 district. The applicant proposes the development of a large warehouse facility with limited manufacturing. Possible negative impacts that could be associated with this development are discussed below.

- 1) The development (large building, parking areas, and exterior lighting) could alter the rural character of the area.

The facility will be located in a predominately agricultural area with the nearest residences approximately ½ mile to the west and east. Woodlands in the area will provide a buffer for the development from these residences. The proposed location of the facility, approximately 1000 ft from Farmer's Turnpike, should minimize the visual impact from the road.

Development of this facility will require County Commission approval of a site plan. One purpose of site planning is to minimize any negative impact the development may have on nearby properties. For instance, light or noise from the facility may be minimized through the use of screening, such as landscaping, fencing, berms, and/or walls. The concept plan shows the structure located centrally on the property with a 200 ft wide loading dock/semi-trailer storage area located to the west and a 140 ft wide loading dock/semi-trailer storage area to the east of the structure. (Attachment D) The loading dock/semi-trailer storage area is located about 120 ft from the west property line. This area will be partially buffered from the neighboring property owner to the west by an off-site wooded area. A landscaped buffer should be installed on the subject property to insure that the loading/storage area will be permanently buffered from surrounding property to the west. The property to the east has a pending rezoning and site plan for a corporate retreat which is being designed to take advantage of and blend with the rural character of the area. The applicant proposes to construct overlapping

landscaped berms in the required buffer area to minimize the impact of the industrial development on the corporate retreat. **With proper site design and buffering, the facility should not negatively impact surrounding properties.**

2) The project will increase traffic on N 1800 Road.

The applicant provided a Traffic Impact Study which analyzed the amount of additional traffic which is expected to be generated from this development and the effect this could have on the safety and functioning of N 1800 Road. The study's summary is included as Attachment C. Some changes which would help maintain the safety and functioning level of N 1800 Road were identified in the study. These are listed in the staff analysis under Goal 4 of the 'Conformance with the Comprehensive Plan' section (Section VII) of this staff report. N 1800 Road is a principal arterial and has been designed to accommodate large amount of traffic. With any changes recommended by the County Engineer, the increase in traffic should not negatively impact the safety or functioning level of N 1800 Road.

Staff Finding – Detrimental effects on nearby properties could be prevented or minimized through the appropriate site design and buffering of the new facility and any changes to N 1800 Road that are recommended by the County Engineer.

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:

"The gain to the public would be to help secure the success of a longstanding business in the community. The worst-case scenario would be this business builds the proposed facility outside the county limits. Additionally this proposal will provide numerous needed construction jobs for the residents of the city and county. Appropriate steps will be taken to provide safety and the necessary road improvement to accommodate the minimal increase in traffic on the adjacent roads. It is also important to note that this proposal is for 'Light Industrial' and that this is not their manufacturing facility."

Evaluation of these criteria includes weighing the benefits of the denial of the rezoning request would provide for the public versus the hardship the denial would impose on 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.

If the rezoning request were denied, the area would remain in agricultural land uses, or could be developed with uses that are permitted in the A District, such as rural residences, a church, school, country club, or animal hospital. Additional uses that are not permitted by right within the A district could be allowed with a Conditional Use Permit.

The applicant has researched several locations within the City of Lawrence and the county and determined that this location is the optimal location for the new facility. Maintaining the A zoning and proceeding with a Conditional Use Permit for the requested use is not an option as a warehouse or manufacturing facility are not uses which can be permitted with a CUP. Denial of the rezoning request may prevent the applicant from finding a suitable location for the storage

warehouse and limited manufacturing facility in Douglas County. Berry Plastics is one of the county's largest employers and contributes significantly to the region's economy.

Staff Finding –There would be little gain to the public health, safety or welfare from the denial of the rezoning request since its impacts to surrounding properties will be negligible with proper site design. The general public and the applicant could be negatively impacted by the denial of the rezoning request as the applicant may be unable to find a suitable location for the expansion of their facility in Douglas County. With proper site planning of the subject property, the negative impacts from denial of the rezoning request would outweigh the limited positive benefits.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant's Response:

"Horizon 2020 states that industrial site selection should take into consideration industrial user's needs and best interest of the community. This site meets several of the criteria noted in H2020, specifically:

- a. Have feasible access to Federal and State transportation networks.
(This project is approximately 1.5 miles from the nearest interchange on I-70; using ECO² scoring criteria, that would give it a 4 out of 5 maximum points.)*
- b. Be of adequate parcels size, generally over 40 acres.
(Site is approximately 60 acres.)*
- c. Lie primarily outside of the regulatory floodplain.
(There is no floodplain on this site.)*
- d. Have minimal average slopes.
(Area for this proposal meets this requirement. 0-6%.)*

This site has Class 2 soils located on it that will be disturbed for the construction of the proposed building. In choosing a location for the building it was decided that disturbing the Class 2 soils was the least intrusive route to take rather than moving the building location to the west which would require removal of a large stand of mature trees. The amount of Class 2 soils on the site is a small isolated amount and does not contribute significantly to the total amount of Class 2 soils in Douglas County. Larry Sabata, a soil scientist in Topeka with the National Resource Conservation Service, was contacted to discuss the best option for removal and placement of the existing Class 2 soils. His recommendation was to stockpile the soil and reuse it on site where needed and sell the remainder for improvement of land elsewhere that is lacking in topsoil. He did not suggest placing the removed soil on adjacent land to improve it because the construction equipment would compact the existing soil in addition to covering up functioning topsoil.

In addition to other points mentioned, this site conforms to H2020 due to the ability to provide necessary services. While on-site sewer management is not considered in the city limits, it is an acceptable scenario for a large parcel in the county. In addition, water, electricity, and gas are all available.

The proposal also plans to take advantage of the rainwater development from the site to provide fire protection and provide water for the non-potable needs of the facility.

It should be noted that the 'industrial location map' in H2020 is for larger industrial parks and does not apply to a proposal such as is being presented."

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 in *italics*:

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....(information on conference, recreation or tourism facilities).... Otherwise, urban uses are not planned within the Rural Area.

Staff comments:

Map 3-1 shows the subject property as being located in the Rural Area, outside of the Urban Growth Area. While Horizon 2020 does not plan for urban uses within the Rural Area, the locational criteria in Chapter Seven includes the Rural Area; indicating that some industrial uses may be appropriate in the Rural Area.

Goal 1. Policy 1.3.2.: Nonresidential Land Uses

- a) Require proponents of commercial and/or industrial development beyond the corporate limits to provide reasonable documentation to substantiate that similar competitive sites are not available within the municipalities.
- b) Non-residential developments should be developed in a planned manner with respect to adjacent uses, common access and integration of uses with the surrounding neighborhood.
- c) Location of non-residential uses should occur only at designated nodes of intersecting street/roads.
- d) Environmentally sensitive areas within the UGA should be protected, conserved and incorporated within the design context of a proposed development.

Staff comments:

The applicant conducted a site search throughout the City of Lawrence and Douglas County for a suitable location for their expansion facility. After an extensive search, it was determined that no Lawrence site is available to meet the applicant's needs or timetable. The concept plan illustrates that a buffer is being planned with the development for the property to the east. Woodlands in the area provide buffering to the north and west. This location is not a designated location for industrial uses in Chapter 7 of the Comprehensive Plan; however, it does meet the locational criteria mentioned in Policy 2.1 of Chapter 7. The northern portion of the subject property contains environmentally sensitive areas with stands of mature trees which shall be protected as required through the platting process.

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 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.

Staff comments:

The northern portion of the subject property contains stands of mature trees. Protection of these areas shall be provided with the platting process while accommodating the expansion shown on the concept plan.

Chapter Seven-- Industrial and Employment-Related Land Use (page 7-1)

Horizon 2020 recognizes that as the county continues to grow, and more residents are expected to commute outside of the community for employment, there is a recognized need that more industrial and business development is necessary to provide local job opportunities.

Strategies: Industrial and Employment-Related Land Use (page 7-2)

“Continue to address the needs of existing businesses and industries to ensure their retention in the community and to help facilitate expansion plans of those businesses and industries for the future.”

Staff comments:

This proposal is intended to accommodate expansion of an existing industry in Lawrence and is intended to ensure their retention in the community as recommended in the Comprehensive Plan.

Goal 2: Criteria for Location of New Industrial and Employment-Related Development (page 7-13)

Policy 2.1: “A given site, whether located within City limits, in the UGA, or in unincorporated areas of Douglas County, should *substantially* meet the following **general** locational criteria:

- a. Have feasible access to Federal and State transportation networks;
- b. Be of adequate parcel size, generally over forty acres;
- c. Lie primarily outside of the regulatory floodplain;
- d. Have minimal average slopes.”

After identifying a general location for potential industrial and employment park development, further site analysis and environmental suitability should be conducted considering site-specific criteria. Sites should *substantially* meet the following **specific** criteria on a site plan or development plan level:

- a. Preserve environmentally sensitive areas, including vegetative cover and wildlife habitat, to act as buffers and site amenities;
- b. Encourage natural stormwater management, including locations that permit direct discharge to the floodplain;
- c. Have available and adequate utilities, infrastructure and services (i.e. police and fire protection) for the proposed use;
- d. Be compatible with existing and future zoning/land use patterns, including the use of appropriate buffers between land uses;
- e. Be annexed before development if adjacent to municipal boundaries.

“Locations initiated through the planning process that are not on Map 7-2 will be weighted against the general locational criteria above.”

Staff comments:

The subject property is not shown on Map 7-2 as a future industrial development; therefore, the general locational criteria are used to evaluate the request. The property substantially meets the general locational criteria (3 out of 4). The criteria of ‘minimal average slopes’ (0% to 3%) is not met. Figure 5 shows that the subject property contains some minimal slopes of up to 3% (shown in white), with larger areas of 3-7% slope (green) and 7 to 15% slopes (red).

Based on the areas located in above minimal slopes, the average slope would be greater than minimal. A GIS analysis of the slope data for the entire 120 acres included in the original rezoning request resulted in the determination that minimal slopes (0% to 3%) made up approximately 28.5% of the property.

Per the specific criteria, the environmentally sensitive areas should be preserved. These areas will be protected through the platting process per the Design Standards of the Subdivision Regulations. Stormwater management will utilize detention ponds and natural stormwater management. The property owner has requested that the City of Lawrence provide 'first responder' fire assistance for this property as the facility may be too large for protection through the township volunteer fire department. Rural Water District No. 6 is analyzing the request for an additional water meter and is evaluating if any waterline improvements are needed. Alternative methods for providing water are available as indicated by the applicant in their Addendum, Attachment A of this report.

Individual Site Analysis

"Future Industrial and Employment land use sites not included on Map 7-2, Potential Locations for Future Industrial and Employment Related Development, should balance the agricultural significance on the site against the need for industrial and employment related development." (page 7-8)

Staff comments:

The site contains approximately 90 acres, with approximately 80 acres being in active agricultural production as hay meadow. The subject property contains approximately 25 acres of class II soils, but no class I soils. While the subject property contains class II soils, the soils are isolated and exist in a strip pattern and in small amounts relative to areas where significant contiguous amounts exist in Douglas County, such as are found in Grant Township. (See Figure 4) When weighing the goal of protection of class II soils for this specific location against the transportation system and the criteria that supports industrial land use, the property is well suited for industrial development.

Goal 4: Transportation Considerations (page 7-19)

Policy 4.1: "Permit the expansion of existing or construction of new industrial and employment-related development in areas where the additional traffic generated by such development would result in an acceptable Level of Service."

Staff comments:

The TIS indicated that there are no indications of any operational deficiencies for traffic in the study area resulted by the proposed 'Berry Plastics' development. The TIS recommends an intersection warning sign for the intersection with E 758 Rd, and a dedicated westbound right-turn lane on N 1800 Rd (DG-CO 438) at the proposed driveway location to the site. It also recommends a dedicated eastbound left-turn lane and a dedicated eastbound acceleration lane on N 1800 Rd at the proposed driveway as desirable improvements. (Information from the TIS is included in Attachment C.) The County Engineer is completing his review of the TIS and a staff memo will be provided prior to the Planning Commission meeting with his recommendations based on the TIS.

Policy 4.3 Vehicular Circulation and Access

This policy recommends that direct vehicular access from industrial development be prohibited to local residential streets. Traffic through residential areas is strongly discouraged. The principal access should be limited to arterial, collector or access/frontage roads.

Staff comments:

The property is adjacent to, and will take direct access from, N 1800 Road, which is designated as a 'future arterial' on the Major Thoroughfares Map.

Staff Finding -- The proposed rezoning request is generally compliant with *Horizon 2020* policies related to industrial development within the rural area of the county.

STAFF REVIEW

The subject property is currently in agricultural production and is located adjacent to N 1800 Road. Figure 3 provides a view of the subject property, the land to the south as well as N 1800 Road adjacent to the existing access point. The applicant provided an operation summary which is included with this report as Attachment E. The subject property is located north of N 1800 Road and I-70 just west of the property which was recently approved to be rezoned to B-2, with conditions, for the development of a corporate retreat. (Figure 1) Approximately 120 acres were requested to be rezoned from the A (County-Agricultural) to the I-2 (Light Industrial) District. As the plans for the facility were developed, the required size was reduced. The preliminary plat (Attachment F) indicates that approximately 96 acres will be utilized for this facility. An accurate legal description must be provided prior to the publication of the rezoning resolution.

The applicant has been working with Planning and other City Staff to identify a suitable location for the expansion of the facility. The applicant indicated that the site should be large enough to accommodate the proposed facility with a possibility for future expansion, should have access to the I-70 corridor and should be in close proximity to the existing facility. Various sites were identified within the City limits as potential locations; however, they either did not meet the applicant's locational criteria or were encumbered with other issues. The proposed location meets the applicant's criteria as it has adequate area for the proposed facility, is approximately 6 miles west of the principal facility and is approximately 1.6 miles west of the Lecompton/I-70 Interchange. (Figure 2)

Staff recommends approval of the rezoning request based on the facts that the rezoning is in conformance with the recommendations in the Comprehensive Plan, the property has good access to the transportation network, and compatibility with the surrounding area can be ensured through site-planning.



Figure 3(a). View of subject property from N 1800 Road.



Figure 3(b) View of N 1800 road showing right-turn lane and access point to subject property.



Figure 3(c). View south of subject property. N 1800 Road with I-70 further to the south.

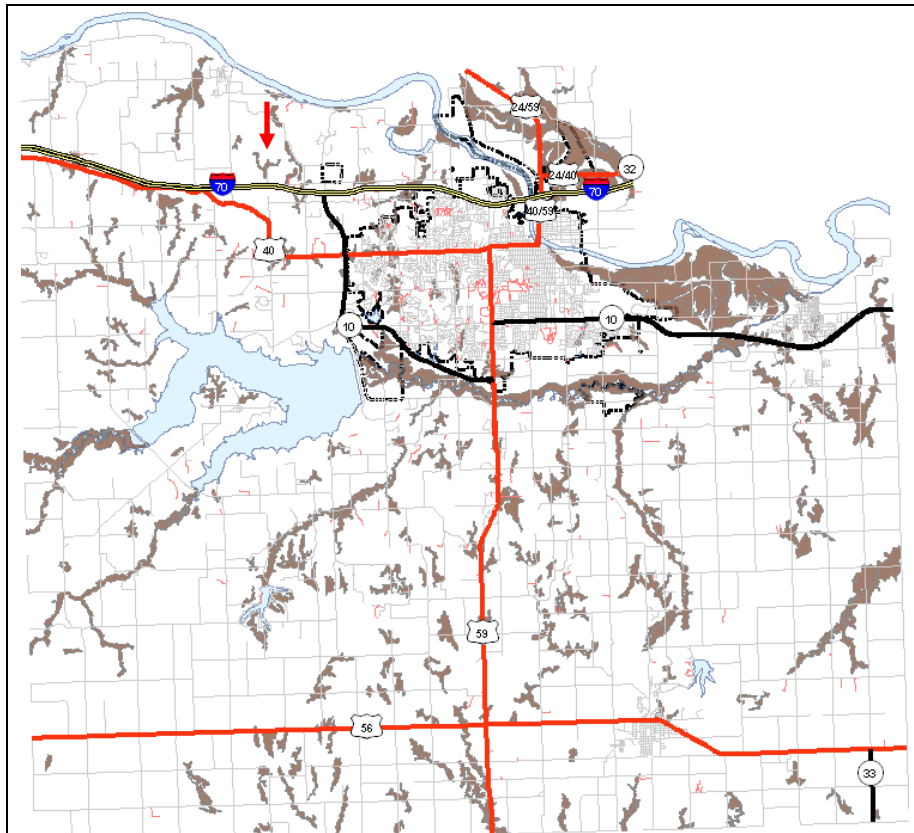


Figure 4. Locations of sites of 20 acres or more with Class I and II soils in Douglas County. Subject area shown with arrow.

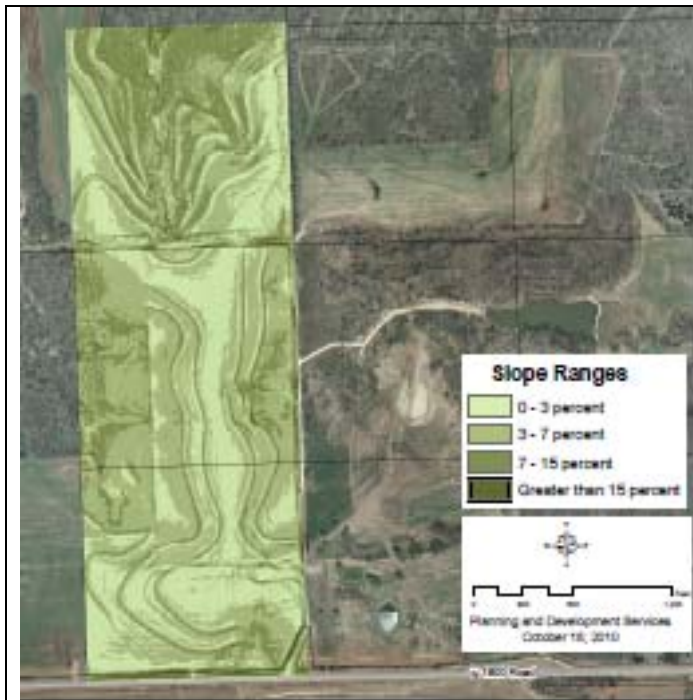
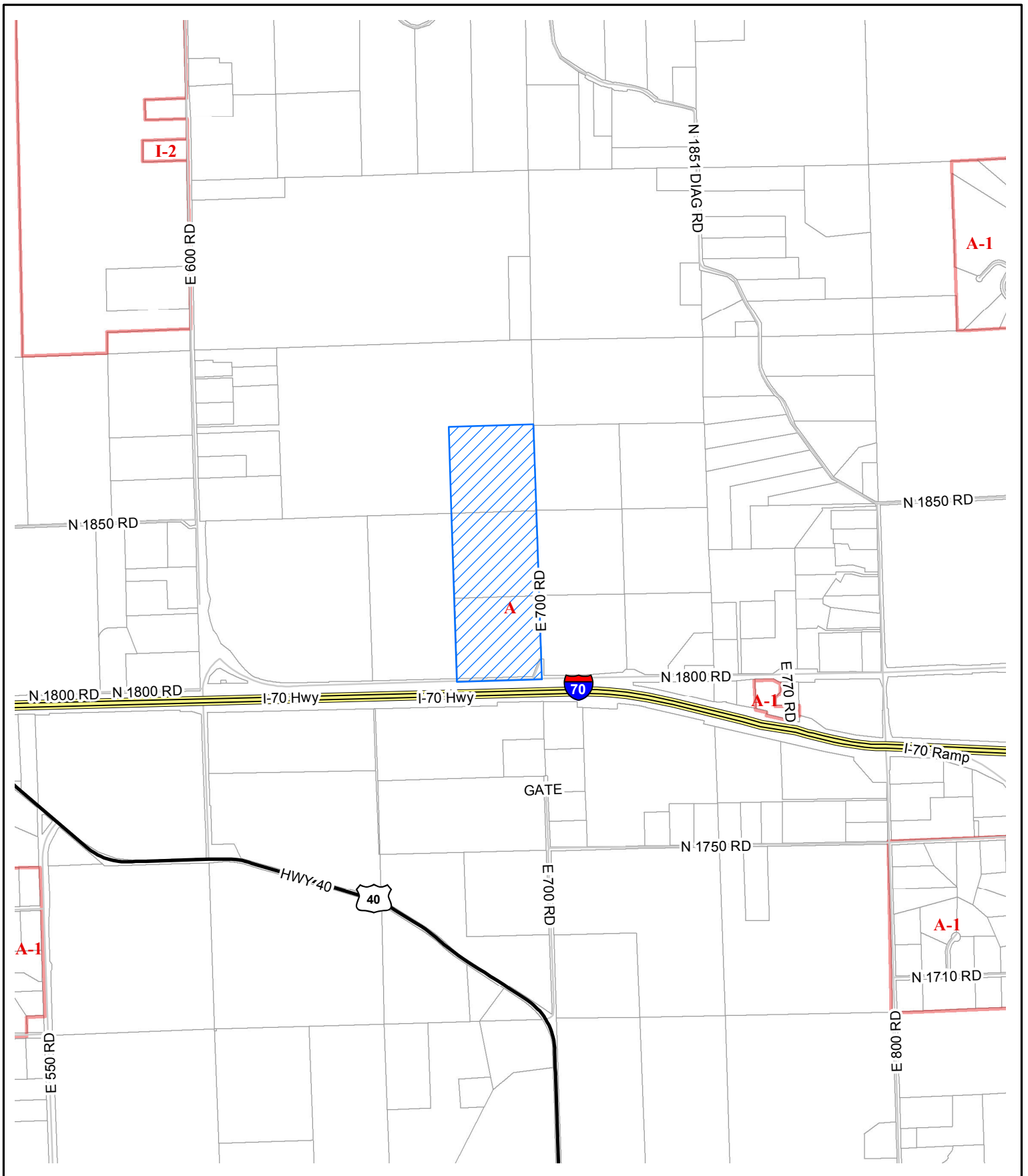


Figure 5. Slopes of subject property

0-3% --- 28.5 percent of area
3-7% --- 46.1 percent of area
7-15% -- 23.6 percent of area
>15% --- 1.8 percent of area

Slope calculations.



**Z-09-14-10: Rezone 120 acres from A to I-2
West of E 700 Rd & North of N 1800 Rd**



MEMORANDUM

FROM : Joy Rhea
TO : Lawrence/Douglas County Planning Department
RE : Rockwall Farms/Berry Plastics Rezoning Addendum
DATE : October 15, 2010

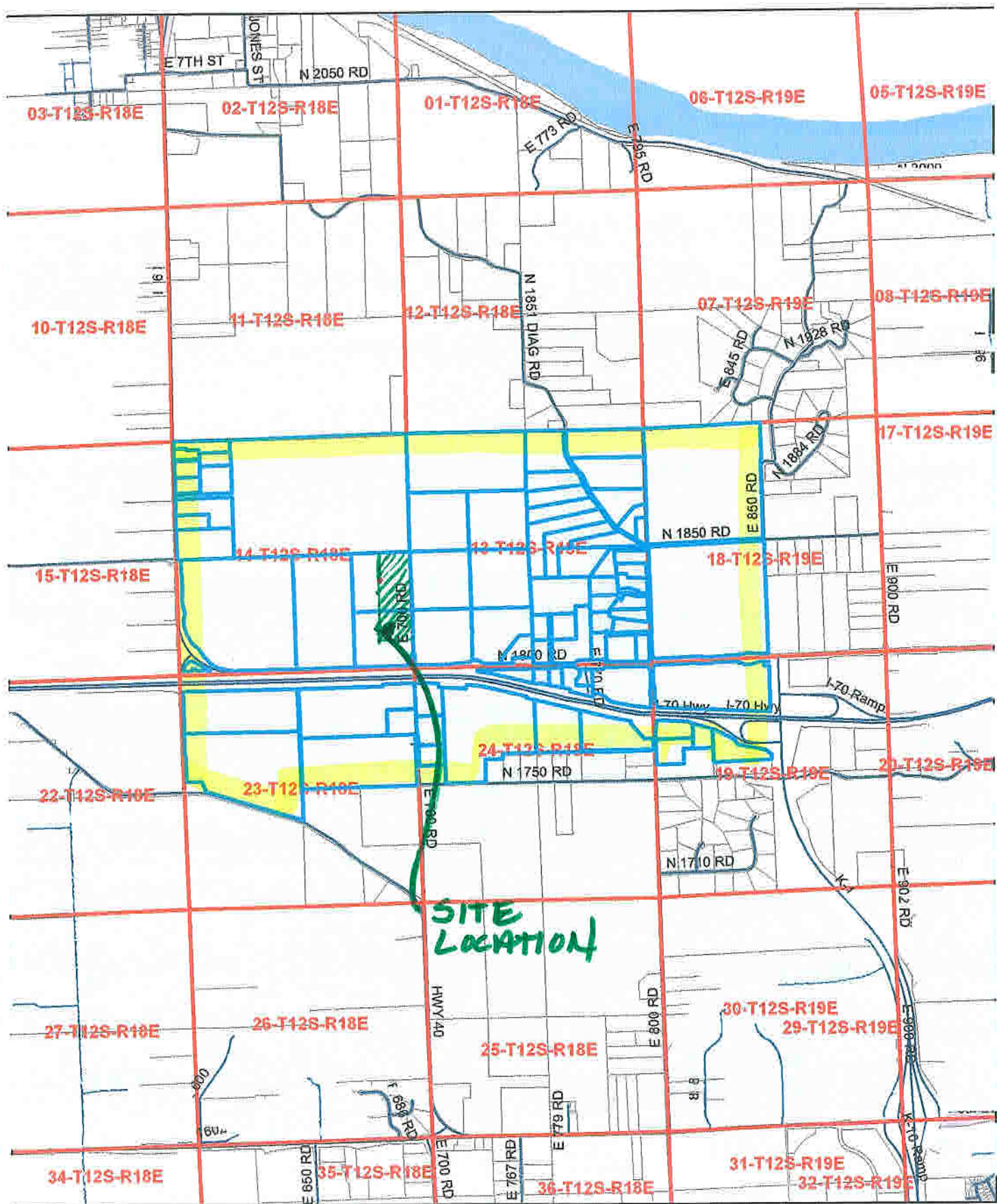
1. Please replace the original language for question number 5 on Sheet A with the following:

~~The site does have some Class 2 soils. With no mitigation, we would impact approximately 18% of these soils, which is fairly minimal when considering the conflict between low sloping grades and where class 2 soils generally exist. However, it is our plan to create a mitigation plan in which this impact can be reduced even further, and/or possibly create a conservation easement on adjacent property.~~

This site has Class 2 soils located on it that will be disturbed for the construction of the proposed building. In choosing a location for the building it was decided that disturbing the Class 2 soils was the least intrusive route to take rather than moving the building location to the west which would require removal of a large stand of mature trees. The amount of Class 2 soils on the site is a small isolated amount and does not contribute significantly to the total amount of Class 2 soils in Douglas County. Larry Sabata, a soil scientist in Topeka with the National Resource Conservation Service, was contacted to discuss the best option for removal and placement of the existing Class 2 soils. His recommendation was to stockpile the soil and reuse it on site where needed and sell the remainder for improvement of land elsewhere that is lacking in topsoil. He did not suggest placing the removed soil on adjacent land to improve it because the construction equipment would compact the existing soil in addition to covering up functioning topsoil.

2. As part of this rezoning process steps have been taken to meet with the surrounding neighbors and the City of Lecompton.
 - a. On October 7th a meeting was held for property owners in the area surrounding the project. The invitations were sent to 52 households and 9 households attended. See the attached map the notification area. Several comments were made from the neighbors attending but the traffic. Those concerns included the traffic volume the project would generate, the wear and tear on the Farmers Turnpike from additional semi trailers and safety regarding making a turn from E. 758 Road onto the Farmers Turnpike and not being able to see the Farmers Turnpike traffic coming over the hill from the west.

- b. On October 11th the Lecompton Planning Commission held a meeting where the public was invited to attend. A positive meeting was held to inform those in attendance about the project. The Lecompton Planning Commission will be present at the November Lawrence/Douglas County Planning Commission meeting.
3. Traffic Study – The Traffic Study was turned in by the deadline set by the Planning Department. We are currently awaiting review comments on the traffic study. The traffic study does indicate that currently as the E. 758 Road and Farmers Turnpike exist today there is insufficient intersection site distance for traffic negotiating a left turn from E. 758 Road heading east. We are currently awaiting review comments on the traffic study.
4. Drainage Analysis – The Drainage Analysis was turned in by the deadline set by the Planning Department. We are currently awaiting review comments on the study.
5. We are currently working with RWD#6 for the water supply to the site. They have a meeting scheduled for October 18th to determine if they will supply the site with water. RWD#6 has over 15 million gallons of water for distribution per year. The City of Lawrence has indicated they'd provide an additional 10 million per year if needed to help serve this site. As a back-up plan, The Woods development to the east already has a 1.6 million gallon allotment that could be shared between the two sites, we do not anticipate sharing a meter to be necessary but it is an available option.
6. We contacted Marguerite Ermeling, a concerned neighbor of the general area, and had a positive conversation with her about the project. We've sent her a site plan to review.



USES PERMITTED IN THE I-2 DISTRICT

(FROM SECTION 12-312 OF THE ZONING REGS FOR THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS)

Uses associated with this development proposal are highlighted.

The following uses and any similar uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odors, glare, or other objectionable influences that the minimum amount normally resulting from other uses permitted, such permitted uses being generally wholesale and retail trade, service industries, and light industries that manufacture, process, store, and distribute goods and materials, and are, in general dependent on raw materials refined elsewhere, and manufacturing, compounding, processing, packaging, or treatment, as specified, or the following products or similar products:

CHEMICAL, PETROLEUM, COAL AND ALLIED PRODUCTS

- Cosmetics and toiletries
- Ice manufacture, including dry ice
- Ink manufacturing,(mixing only)
- Blending of insecticides, fungicides, disinfectants, and related industrial and household chemical compounds
- Laboratories
- Compounding of perfumes and perfumed soap
- Pharmaceutical products
- Compounding of soap, washing or cleaning, powder or soda

CLAY, STONE, AND GLASS PRODUCTS

- Clay, stone and glass products
- Concrete products (except central mixing and proportioning plant)
- Pottery and porcelain products

FOOD AND BEVERAGE

- Bakery products, wholesale (manufacturing permitted)
- Beverage, blending, bottling (all types)
- Candy, wholesale (manufacturing permitted)
- Chewing gum
- Chocolate, cocoa, and cocoa products
- Processing and packaging of coffee, tea, and spices,
- Processing and canning of condensed and evaporate milk
- Creamery and dairy operations
- Dairy products
- Processing, packing, and storing of fish, shrimp, oysters, and other sea food (except fish curing)
- Packaging, blending, and storage of flour, feed and grain
- Processing, including canning, preserving, drying and freezing, of fruit and vegetables
- Gelatin products
- Glucose and dextrin
- Blending and packaging of grain, but not milling
- Ice cream, wholesale (manufacturing permitted)
- Macaroni and noodle manufacture

- Malt products manufacture (except breweries)
- Meat products, packing and processing (no slaughtering)
- Oleomargarine (compounding and packaging only)
- Poultry packing and slaughtering (wholesale)
- Yeast

METALS AND METAL PRODUCTS

- Agricultural or farm implements
- Aircraft and aircraft parts
- Aluminum extrusion, rolling, fabrication, and forming
- Automobile, truck trailer, mobile home, motorcycle, and bicycle assembly
- Blacksmith or welding shops
- Boat manufacture
- Bolts, nuts, screws, washers, and rivets
- Container (metal)
- Culvert
- Firearms
- Foundry products manufacture (electrical only)
- Heating, ventilating, cooking, and refrigeration supplies and appliances
- Iron (ornamental) fabrication
- Machinery, manufacture
- Nails, brads, tacks, spikes, and staples
- Needles and pins
- Plating, electrolytic process
- Plumbing supplies
- Scale and vault
- Sheet metal products
- Silverware and plated ware
- Stove and range
- Structural iron and steel fabrication
- Tool, die, gauge, and machine shops
- Tools and hardware products
- Vitreous enameled products

TEXTILES, FIBERS, AND BEDDING

- Bedding (mattress, pillow, and quilt)
- Carpet, rug and mat, including cleaning
- Hat bodies of fur and wool felt, manufacture
- Hosiery mill
- Knitting, weaving, printing, finishing of textiles and fibers into fabric goods
- Rubber and synthetic treated fabric (excluding rubber and synthetic processing)

WOOD AND PAPER PRODUCTS

- Basket and hamper
- Box and crate
- Cooperage works (except cooperage stock mill)
- Furniture

- Lumber yard
- Pencils
- Planing and millwork
- Pulp goods, pressed or molded
- Shipping container
- Trailer, carriage, and wagon
- Veneer
- Wood products

UNCLASSIFIED USES

- Animal pound or hospital
- Animal, poultry and bird raising, commercial
- Storage and sales of building materials (cement, lumber, gravel, etc)
- Bus garage and repair shop
- Button manufacture
- Carbon paper and inked ribbons manufacture
- Cigar and cigarette manufacture
- Circus grounds
- Cleaning and dyeing of garments, hats and rugs
- Coal and coke storage and sales
- Contractor's shop and storage yard
- Exposition building or center
- Fairgrounds
- Fur finishing Greenhouses, wholesale
- Industrial vocational training school, including internal combustion engines
- Kennels, commercial
- Laboratories, research, experimental, including combustion type motor testing
- Leather goods manufacture, (not tanning operations)
- Laundries
- Livery stables and riding academy
- Market, wholesale
- Moving, transfer or storage
- Outdoor advertising structure
- Printing, publishing and engraving
- Produce and storage warehouse
- Railroad switching yard
- Sign painting or fabrication
- Theater, including drive-in or outdoor theater
- Tire re-treading and vulcanizing shop
- Truck or transfer terminal, freight
- Wholesale houses and distributors

And the following uses which are permitted in the B-1 or B-2 Districts:

- Automobile parking lots and storage garages.
- Display room for merchandise to be sold on order where merchandise sold is stored elsewhere.

- Dressmaking, tailoring, decorating, shoe repairing, repair of household appliances and bicycles, dry cleaning and pressing and bakery, with sales of baker products on the premises and other uses of a similar character.
- Filling stations
- Frozen food lockers
- Hospital or clinic for large or small animals
- Offices and office buildings, including clinics
- Outdoor advertising structure
- 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.
- Retail stores, including florist shops and greenhouses in connection with such shops
- Self-service laundry or self-service dry cleaning establishment
- Amusement place, skating rink, swimming pool or dance hall in a completely enclosed building, auditorium or theater, except open-air drive-in theaters.
- 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.
- Bowling alleys and billiard parlors
- Drive-in restaurants
- Hotels, motels, or motor hotels
- Material storage yards, in connection with retail sales of products where storage is incidental to the approved occupancy of a store.
- Printing, publishing, and engraving establishments.
- Public garage
- Wholesale establishment or warehouse in a completely enclosed building (no size limit in the I-2 District. Size restricted to 20,000 sq ft of floor area in the B-2 District)
- Used car lot



Traffic Impact Study

for

Proposed Berry Plastics Development

(DG 438 Rd, 1-3/4 miles w/o K-10 Hwy)

Douglas County, Kansas

Prepared
for
Paul Werner Architects

Prepared
by



Mehrdad Givechi, P.E., P.T.O.E.

September 2010

Introduction

Proposed Development

The proposed development site comprises of approximately 96 acres, located on the north side of DG-CO 438 (N. 1800 Road), approximately 1-3/4 miles west of K-10 Highway (See Figure 1 of Appendix I for Location Map) in Douglas County, Kansas. The proposed land use for this site (Berry Plastics) will be an industrial use consisting of:

- A 600,000 Gross Square Feet (GSF) of warehouse building to store variety of plastic products for distribution in the area. The ITE Land Use Code for this use is assumed to be High-Cube Warehouse (Code 152); and
- A 75,000 GSF building for printing labels on the plastic products prior to their distributions. The ITE Land Use Code for this use is assumed to be Manufacturing (Code 140).

The facility will be open for operation 6 days a week (Monday – Saturday) and will employ up to 200 people over three overlapping shifts as follows:

- 70 employees from 7:00 a.m. to 3:30 p.m.;
- 65 employees from 3:00 p.m. to 11:30 p.m.; and
- 65 employees from 11:00 p.m. to 7:30 p.m.

Access

Access to the site will be provided at one location onto DG-CO 438 (N. 1800 Road) at the same location as the proposed access to the future corporate retreat center “The Woods” (adjacent property to the east of this site). The location of this shared access drive is already established as part of recently reconstructed DG-CO 438 as shown on the Site Plan. Under existing conditions, a dedicated westbound right-turn lane is already constructed at this location with a full-lane length of 425’ and taper length of 180’.

Existing & Approved Nearby Developments

Currently, the vast majority of the land in the proximity of the site is undeveloped with exception of a few residential dwellings along north side of DG-CO 438 (N. 1800 Road) between DG-CO 1029 and K-10 Highway.

The adjacent land just to the east of this development site is approved for a corporate retreat center “The Woods”. A traffic analysis, titled “Turn-Lane Treatment at Proposed Driveway to “The Woods”, A Corporate Retreat”, was prepared and submitted on 11/19/2008.

Purpose

The purpose of this study is to:

- Evaluate the existing operating conditions of traffic along DG-CO 438 in the vicinity of this development site, and identify any deficiencies (if any);
- Assess the impact of trips generated by this development at the proposed access drive on DG-CO 438 (including the impact of trucks), identify any deficiencies (if any), and recommend mitigation measures as necessary;
- Assess the cumulative impact of trips generated by this development **and** the future corporate retreat center “The Woods” at the proposed access drive on DG-CO 438, identify any deficiencies (if any), and recommend mitigation measures as necessary; and
- Evaluate the future operating conditions of traffic (Target Year 2030) along DG-CO 438 in the vicinity of this development site, and recommend mitigation measures as necessary.

Data Collection and Summary

Traffic Counts

For analysis purposes, most recent traffic counts on DG-CO 438 were obtained from Douglas County Public Works. These counts were conducted in May 2010 between K-

10 Highway and DG-CO 1029, after construction of the new improved and realigned roadway, when traffic was back in its normal operating conditions. According to these counts, 24-hour traffic volumes along this section of DG-CO 438 is somewhere between 4,300 and 4,500 vpd. Comparing these counts with the ones conducted in November 2008 (as part of the traffic study for “The Woods” development, dated 11/19/2008) shows consistency in the 24-hour volumes with little variation. Because the counts obtained from the county did not have the hourly breakdown, the peak-hour traffic volumes conducted in “The Woods” study were selected for analysis since all counts seem to be consistent. According to these counts, on a typical weekday:

- Morning peak occurs between 7:00 and 8:00 a.m. with directional distribution of approximately 35% - 65% (westbound – eastbound);
- Afternoon peak occurs between 4:00 and 5:00 p.m. with reverse directional distribution of approximately 65% - 35% (westbound – eastbound); and
- There is approximately 8% to 11% truck traffic on DG-CO 438 between K-10 Highway and DG-CO 1029.

Traffic Speed Data

The posted speed limit on DG-CO 438 within the study area is 55 mph. The 24-hour traffic count information obtained from the county also included speed results, which indicates that the 85th percentile speed in the study area is approximately 63 mph. This information is also consistent with the result of the spot speed analysis that was conducted as part of “The Woods” study. For analysis purposes, however, this value is rounded up to 65 mph and used as 85th percentile speed (operating speed).

Plan & Profile Data

Plan and profile sheets for the newly reconstructed DG-CO 438, dated July 2008, was obtained from Douglas County Public Works for the entire section between K-10 Highway and DG-CO 1029. According to this information, the design speed for this roadway is 55 mph.

Evaluation of Existing Operating Conditions

Intersection Sight Distance Analysis

Because of the high operating speed of traffic along DG-CO 438 in the study area and expressed safety concerns (by local review agencies) resulted by traffic accessing the development site, an Intersection Sight Distance (ISD) analysis was conducted to evaluate the adequacy of available sight distance at the following locations:

- Proposed access location to this development site where a dedicated westbound right-turn lane is already constructed;
- Old E. 700 Road (Rockwall Farm Entrance), which was previously vacated as public facility and is, now, serving the Rockwall property as a gated entrance; and
- E. 758 Road, which serves a few homes north of DG-CO 438 and is requested by local review agency to be evaluated.

The analysis was conducted for posted speed limit of 55 mph (Design Speed) **and** operating speed of 65 mph (measured 85th percentile speed) considering both passenger cars **and** combination trucks (semi-trailers) separately. The results, as summarized in Table 1, indicates that:

- There is **sufficient** ISD at proposed access drive to the development site for all types of vehicles at both design speed of 55 mph and operating speed of 65 mph for both directions;
- There is **sufficient** ISD at Old E. 700 Road (Rockwall Farm Entrance) for all types of vehicles at both design speed of 55 mph and operating speed of 65 mph for both directions; and
- There is **marginally sufficient** ISD at E. 758 Road for passenger cars at design speed of 55 mph in both directions. The ISD for operating speed of 65 mph (85th percentile), however, is **insufficient** for traffic negotiating a left turn from E. 758 Road heading east. Note: Because E. 758 Road serves a few local homes, ISD analysis for combination truck is not relevant and is omitted.

Heavy-Truck Performance

In order to evaluate impact of the existing grades on heavy trucks along this section of DG-CO 438 between DG-CO 1029 and K-10 Highway, guidelines listed in AASHTO “Green Book”, 2004 Edition were used. These guidelines are illustrated as speed-distance curves for a typical heavy truck with weight to power ratio of 200 lb/hp for deceleration on upgrades and acceleration on upgrades and downgrades (See Appendix V for details). The results of this analysis, as illustrated in Figure 10 of Appendix I, indicate that heavy trucks approaching the proposed access drive:

- from east, can attain a maximum operating speed between 49 mph and 52 mph;
and
- from west, can attain a maximum operating speed between 53 mph and 56 mph.

The operating speed of passenger cars, on the other hand, is not affected by these grades. They remain at 65 mph.

Target Year 2030 Analysis

Based on the information provided by KDOT, future Average Daily Traffic (ADT) volumes along this section of DG-CO 438 (N. 1800 Road) for year 2030 may be between 7,000 vpd and 8,000 vpd (See last page of Appendix IV for details).

Assuming an annual growth factor of 2.5% and applying it to the current 24-hour traffic counts will result in an estimated 24-hour traffic volume of 6,500 vpd to 7,500 vpd for target year 2030, which is consistent with KDOT's numbers.

Generally, a two-lane highway can handle up to approximately 10,000 vpd before widening to a four lane roadway is necessary. This means that, DG-CO 438 (N. 1800 Road) will likely be operating at 75% of its capacity by the year 2030 with much fewer acceptable gaps, hence increasing the need for both, dedicated westbound and eastbound acceleration lanes at the proposed driveway location to the site.

Summary & Recommendations

This study evaluates the existing operating conditions of traffic along DG-CO 438 (N. 1800 Road) between K-10 Highway and DG-CO 1029 from stand point of Intersection Sight Distance (ISD) at selected locations and the effect of existing grades on performance of heavy trucks along this route. It also assesses impact of the traffic generated by proposed "Berry Plastics" development (passenger cars and heavy trucks) on DG-CO 438 at the proposed access location to the site.

Moreover, the study evaluates the cumulative impact of this development and previously approved corporate retreat center (The Woods) at the proposed shared access drive to both sites. In addition, a cursory evaluation for target year 2030 is conducted as well.

In summary, there are no indications of any operational deficiencies for traffic in the study area resulted by the proposed "Berry Plastics" development. The following improvements, however, are recommended (or desirable as noted):

1. Under existing conditions, Intersection Sight Distance (ISD) at the proposed access drive to the site, and old E. 700 (Rockwall Farm Entrance) is not restricted. E. 758 Road, however, has a restricted ISD for the exiting traffic negotiating a left-turn heading east on DG-CO 438. This is an existing deficiency and is not resulted by this development. Installation of an appropriate "Intersection Warning" sign (MUTCD W2-2) on DG-CO 438 west of E. 758 Road will provide for an added safety mitigation measure.
2. Provide a dedicated westbound right-turn lane on DG-CO 438 at the proposed driveway location to the site. This lane is already constructed as part of the recent reconstruction of DG-CO 438 with a total length of 605' (taper length of 180' and full-lane length of 425'). Using AASHTO guidelines and the peak-hour traffic volumes for combined "Berry Plastics" and "The Woods", suggested length of this lane is approximately 620' including:
 - a. 100' of storage length to accommodate two(2) cars and one (1) large truck; plus
 - b. 340' of deceleration length assuming an entry speed of 45 mph (10 mph speed differential from posted speed limit of 55 mph); plus
 - c. 180' of taper length (15:1 longitudinal to transverse).

Note: If an entry speed of 55 mph is to be assumed, the deceleration length should be extended for an additional 145' for a total of 485'.

Therefore, the existing dedicated westbound right-turn lane needs to be extended by 25' to 170' depending on which entry speed is assumed for design.

3. Although not required from capacity point of view, provision of two outbound lanes at the proposed access drive is desirable in order to reduce the stacking for outbound traffic on this driveway. This can be done by providing a dedicated southbound right-turn lane with 50' of storage bay.

4. Although not required, a dedicated eastbound left-turn lane on DG-CO 438 at the proposed driveway location is desirable. Using AASHTO guidelines and the peak-hour traffic volumes for combined “Berry Plastics” and “The Woods”, suggested length of this lane is approximately 595’ including:
 - a. 75’ of storage length to accommodate one (1) car and one (1) large truck; plus
 - b. 340’ of deceleration length assuming an entry speed of 45 mph (10 mph speed differential from posted speed limit of 55 mph); plus
 - c. 180’ of taper length (15:1 longitudinal to transverse).

Note: If an entry speed of 55 mph is to be assumed, the deceleration length should be extended for an additional 145’ for a total of 485’.

5. Although not required, a dedicated eastbound acceleration lane on DG-CO 438 at the proposed driveway location is desirable. The suggested length of this lane is approximately 1,400’ in order to bring the differential speed between the trucks entering the main traffic flow and the posted speed limit to less than 10 mph (Derived from Figure 10 of Appendix I).
6. Large trucks should be considered as the design vehicle for design of the proposed access drive to the site.

**Addendum #1
To
Traffic Impact Study**

for

**Proposed Berry Plastics
Development**

(DG 438 Rd., 1-3/4 miles w/o K-10 Hwy)

Douglas County, Kansas

Prepared
for
Paul Werner Architects



Mehrdad Givechi, P.E., P.T.O.E.

October 2010

This memorandum is prepared as an Addendum to the original TIS report dated 9/30/2010, in order to address Douglas County Public Works Department's concerns on the following issues:

- Recheck the number of employees and recalculate the number of trips generated by the proposed development site accordingly, using vehicle occupancy rate of 1.2 persons/vehicle (as listed in the ITE Trip Generation Manual for Land Use Code 140 - Manufacturing). Compare the new trip numbers with the one calculated in the original TIS report and select the larger of the two for analysis purposes. Using the new results, reassess the need for a dedicated eastbound left-turn lane on DG-CO 438 at the entrance to the development site; and
- Provide additional information on the performance characteristics of heavy trucks serving the development site and reassess the need for acceleration lanes (in both directions) at the entrance to the development site.

Trip Generation Recalculation and Reassessment

According to the information provided to the City Planning Department, the number of employees for this development will likely be as follows:

- 150 employees across three shifts for the printing department.
- 55 employees across three shifts for the warehouse department with day shift slightly greater than either of the other two shifts.
- 12 marketing and sample room personnel during day shift.

Assuming 40% of warehouse and printing employees work during the day shift, total number of day shift employees will be 94 persons. Using vehicle occupancy rate of 1.2 persons/vehicle, this translates into **78 inbound trips** to the site during the morning peak-hour of a typical weekday.

Using trip distribution patterns illustrated in Figure 4 of the original TIS report results in the following site generated ***inbound trips*** for ***employee*** component of the development during morning peak-hour of a typical weekday:

- 23 vehicles enter the site from west; and
- 55 vehicles enter the site from east.

Although, these trip numbers represent an increase of 44% to what were estimated in the original TIS report, the results of analysis indicate that volume requirements still not met for provision of a dedicated eastbound left-turn lane on DG-CO 438 at the entrance to this development site. However, because the operating speed of the traffic along DG-CO 438 is 65 mph, it is a good practice to provide this lane.

Truck Performance Characteristics

Based on the information provided by the applicant:

- Typically, most heavy trucks serving the site will have engines with 400 – 450 horsepower; and
- Typically, 16,000 lbs of material will be loaded on these trucks (e.g. 27 lb/box X 24 boxes/skid X 24 skids/truck).

Using this information and an empty truck weight of 16,000 – 20,000 lbs, results in a weight/power ratio of approximately 70 – 90 lb/hp. In the original TIS report, analysis was based on typical heavy trucks with weight/power ratio of 200 lb/hp. Reassessing the truck performance characteristics reveals much better operating conditions for the trucks to/from the site resulting in a much less speed differential between trucks entering the main flow of traffic and the cars on the main road. Therefore, provision of acceleration lanes on DG-CO 438 (in order to facilitate trucks entering the main flow of traffic to reach operating speeds along the main road) is not recommended at this time.

Summary & Recommendations

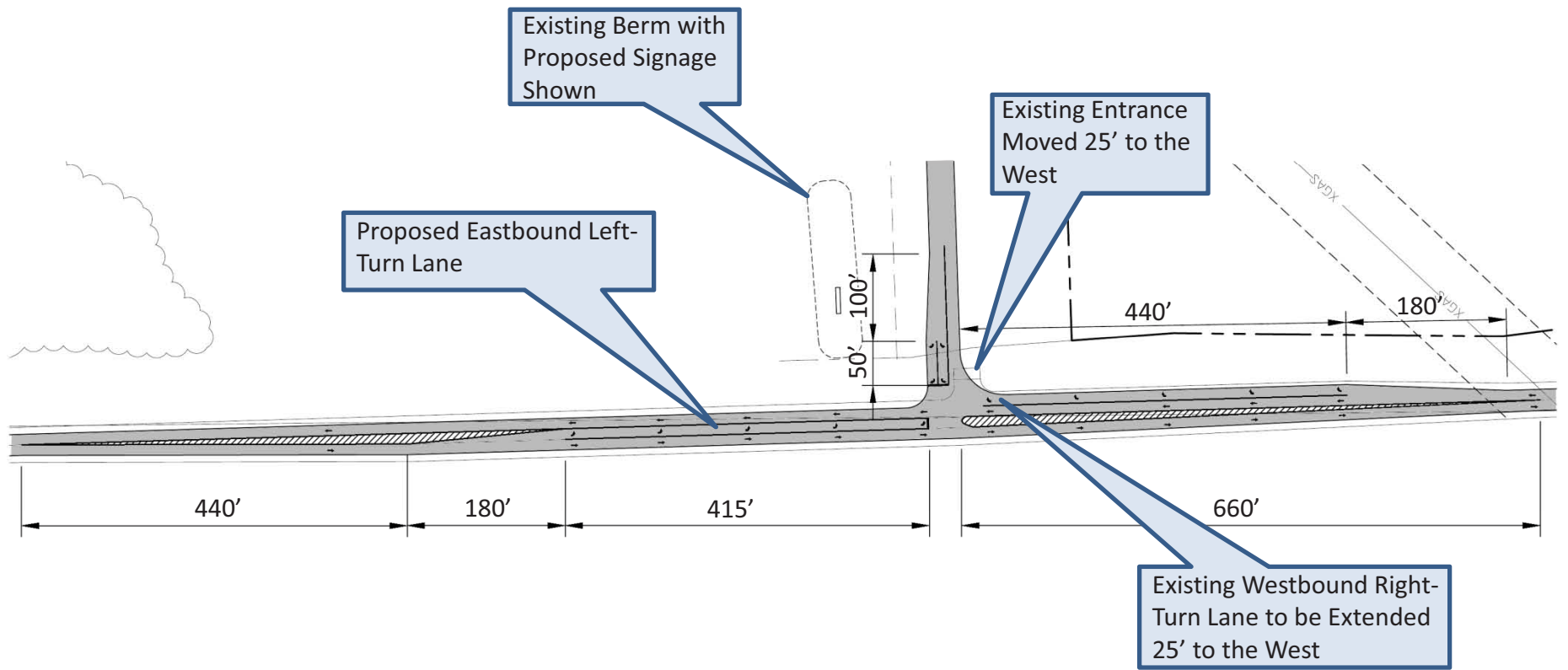
The reassessment of trip generation numbers and truck performance characteristics, as requested by Douglas County Public Works Department's staff, indicate that all items listed in the "Summary & Recommendations" section of the original TIS report dated 9/30/2010 are still valid with the following exceptions:

- Item 1 remains the same with no change;
- Item 2 remains the same with an added note that the extension of the existing westbound right-turn lane be made by relocating the proposed site access drive westward by 25' (See attached sketch for details);
- Items 3 and 4 remain the same with the exception that they are now recommended improvements and are no longer desirable suggestions (See attached sketch for details);
- Item 5 is omitted from the list. This means that no acceleration lane on DG-CO 438 is required as a result of this development; and
- Item 6 remains the same.



Traffic Improvements

Berry Plastics Site
Douglas County, KS



Conceptual Off-Site Improvements for Farmer's Turnpike (N. 1800 Road)

Berry Plastics Site
Douglas County, KS



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**A CONCEPT SITE PLAN FOR
BERRY PLASTICS &
THE WOODS
AT ROCKWALL FARMS**

PROJECT # 210-610
SEPTEMBER 30, 2010
RELEASE: DATE:

J:\Projects\210-610 Berry Plastics\210-610_SitePlan.dwg, 9/30/2010 3:16:28 PM, Administrator, DWG TO PDF.pc, ARCH (d:\hsd\1\25000\Berry) 12/12

Berry Plastics Warehouse Operational Summary

September 21, 2010

Overview of Project:

Berry Plastics intends to construct a 660,000 sq ft (+/-) warehouse and printing facility at the NW corner of E700 rd & N1800 rd in rural NW Douglas County. The facility will consist of approximately:

- 600,000 sq ft of warehouse
- 52,000 sq ft of printing, printing support, & sample room
- 8,000 sq ft of office area for warehouse, printing, and marketing personnel

Operational Description for Warehouse:

The warehouse operation will be for storage of injection molded and thermoformed products produced at the manufacturing facility at 2330 Packer Road in Lawrence. Products produced at the Packer Road site will be shipped 6 miles west on N1800 road to the E700 road location via Berry Plastics shuttle trucks. It is estimated there will be 50-75 shuttle truck round trips taking place throughout a 24 hour day. Product is stored in the warehouse as a finished good ready for shipment to customers, or as blank work in progress (WIP) inventory ready to be printed and shipped to customers. There will be an average of 90-100 finished good shipments per day. Most of the finished good shipments will take place from 7:00 a.m. to 7:00 p.m. Monday through Friday. The majority of the finished good truck traffic will be coming to the warehouse from the I-70/K-10 interchange 1.5 miles east of the facility.

Warehouse staffing is expected to be 55 employees across three shifts. Day shift staffing is slightly greater than either of the two off shifts. Shifts run from approximately 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. Shift change activity at the warehouse location will be identical to what is currently taking place at the Packer Road facility or at the leased warehouse facilities at 29th & Haskell in SE Lawrence and in south Topeka (Pauline). The heaviest car traffic will take place before and after shift changes.

Operational Description for Printing:

The printing operation will consist of 16-18 dry offset printing presses and support equipment for decoration of blank molded or thermoformed product. This equipment will be relocated to the E700 road site from the Packer Road injection molding printing facility. Relocation of these presses will create available manufacturing space at the main plant, eliminate or significantly reduce storage of blank product on trailers, and reduce the number of trailer trips between the manufacturing plant, existing leased trailer parking lots and existing finished good warehouses. The majority of the printing requirements for thermoformed product will continue to take place at the Packer Road facility.

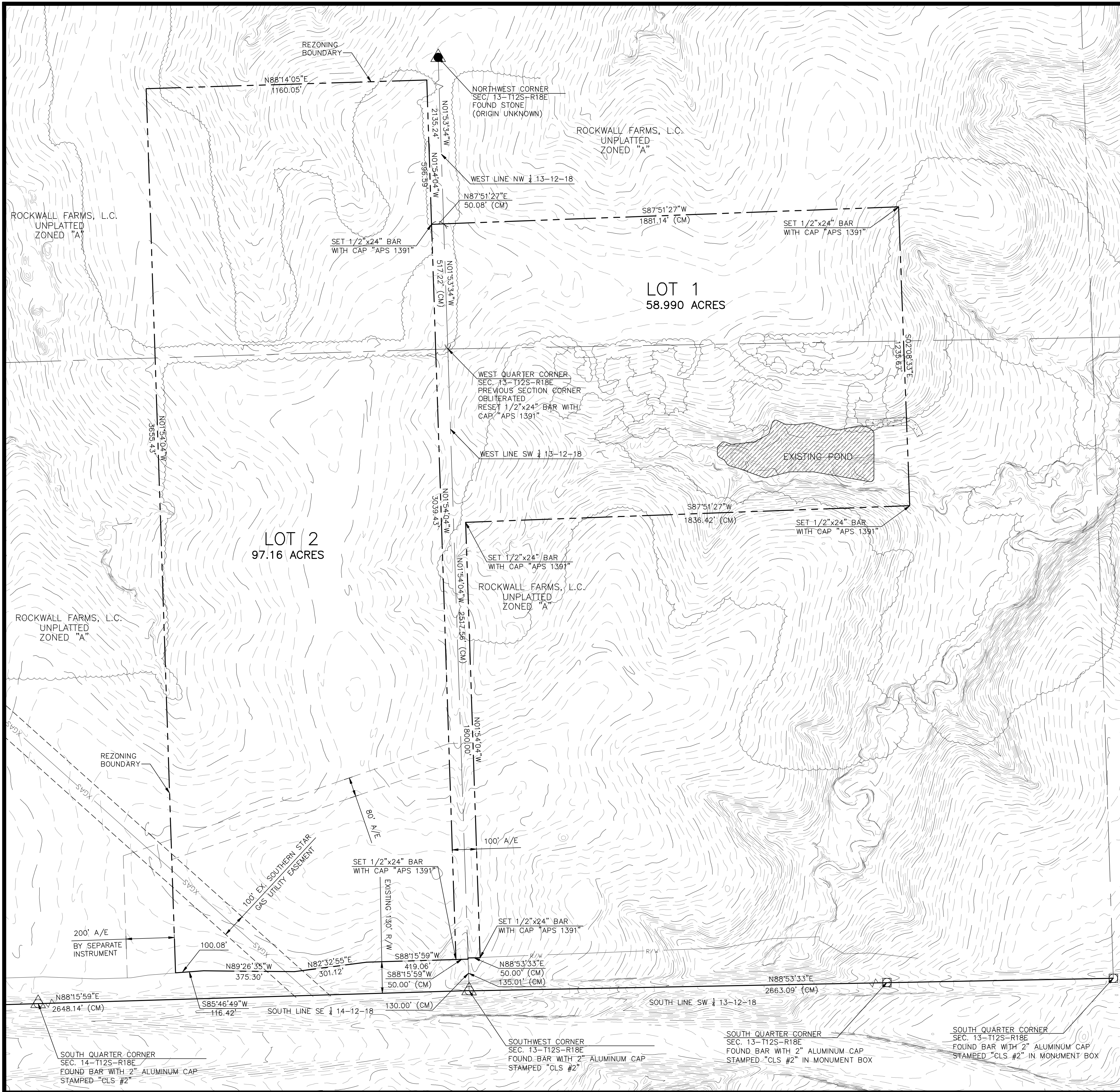
In the printing process, undecorated (blank) molded/formed product is taken to the printing press with cases of product delivered to the press on full skids. Individual cases are unloaded and stacks of cups are fed into the printing press. Once decorated, the printed cup is repacked in the same corrugate package and restacked on a skid as a

finished good. Skids of finished good product are returned to the warehouse for storage until time for final shipment to the customer. Printing presses require electricity, compressed air, and natural gas. Any cooling water required for the printing presses is in a self contained, closed loop system specific to each press.

Printing activity will take place 24 hours a day Monday through Friday with reduced activity or complete shut-down on weekends depending on customer requirements. The printing department is staffed with approximately 150 employees across three shifts. The shift schedules are the same as those outlined above for warehouse personnel. Shift change activity will be identical to what is currently taking place at the Packer Road facility. The heaviest car traffic will take place before and after shift changes.

Operational Description for Marketing:

Approximately 12 marketing and sample room personnel will be located at this facility. Employees in this group are typically working from 8:00 a.m. until 5:00 p.m. Monday through Friday in an office environment.



Legal Description

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 13 AND THE EAST HALF OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 18 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13, SAID POINT BEING 130.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 13 AND ALSO ON THE NORTH RIGHT OF WAY LINE OF DOUGLAS COUNTY ROUTE 438; THENCE SOUTH 88° 15' 59" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 419.06 FEET; THENCE SOUTH 82° 32' 55" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 301.12 FEET; THENCE NORTH 89° 26' 35" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 375.30 FEET; THENCE SOUTH 85° 46' 49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 116.42 FEET; THENCE NORTH 01° 54' 04" WEST, 3655.43 FEET; THENCE NORTH 88° 14' 05" EAST, 1160.05 FEET; THENCE SOUTH 01° 54' 04" EAST, 596.59 FEET; THENCE NORTH 87° 51' 27" EAST, 50.08 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE NORTH 87° 51' 27" EAST, 1881.14 FEET; THENCE SOUTH 02° 08' 33" EAST, 1235.67 FEET; THENCE SOUTH 87° 51' 27" WEST, 1836.42 FEET; THENCE SOUTH 01° 54' 04" EAST, 1800.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF DOUGLAS COUNTY ROUTE 438; THENCE SOUTH 88° 53' 33" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 50.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE SOUTH 01° 54' 04" EAST ALONG SAID WEST LINE, 5.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 156.150 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

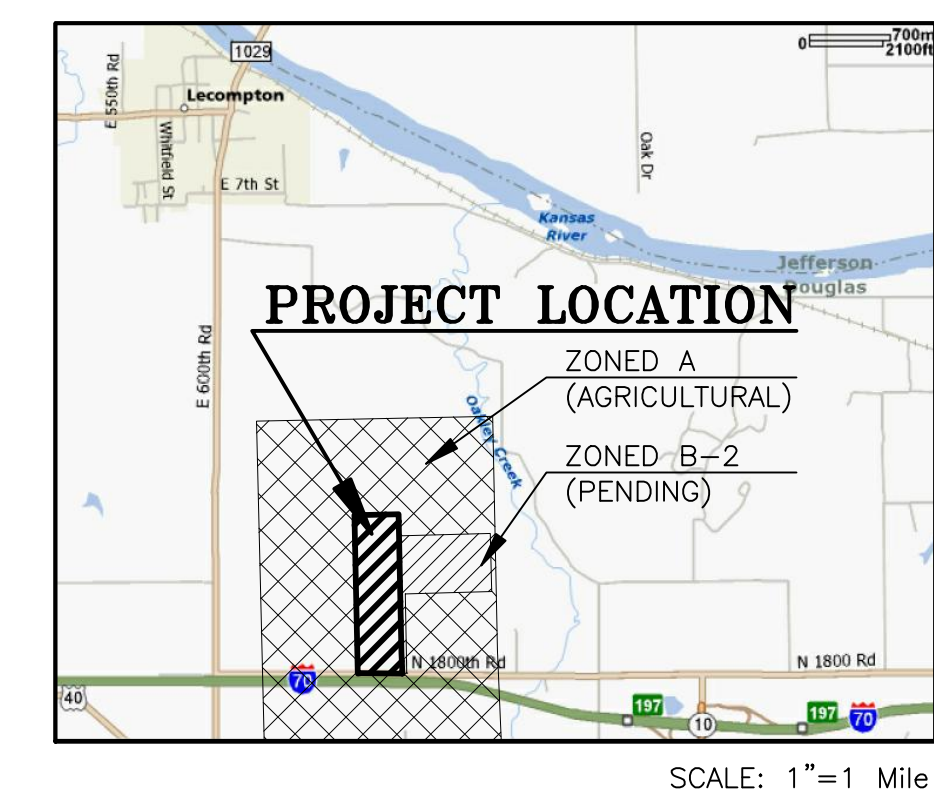
General Notes

- OWNER/DEVELOPER: Rockwall Farms L.C., 643 Massachusetts Street, Suite 300, Lawrence, Kansas 66044
- LANDPLANNER: Paul Werner Architects LLC, 123 West 8th Street, Suite B2 Lawrence, Kansas 66044 - Plat prepared August 2009
- SURVEYOR: Allpoints Survey Co. P.O. Box 4444 - Lawrence, Kansas - 66046
- Topography obtained from County maps and boundary information from County Section records and survey performed by Allpoints Survey Co, 2009
- Existing Land Use: Agricultural
- Zoning: Existing "A" - Agricultural; Proposed "I-2" (Lot 2), Pending "B-2" (Lot 1)
- Typical Soil Types: Silt Clay Loam
- This property is not located within the 100 year flood plane per FEMA Maps #20045C0020C and #20045C0008C. Effective date: November 7th, 2001.
- A permit for the on-site sewage management system must be obtained from the Douglas County Health Office before building permits may be obtained. On-site sewage management systems shall be constructed in accordance with "Standards on Individual on-Site Sewage Management System - Lateral Fields and Other Sewage Disposal Systems for the Unincorporated Territory of Douglas County, Kansas" County Sanitary Code, Resolution 97-48, as amended and must be approved by the County Health Officer
- An access easement for lots 1 and 2 shall be dedicated by separate instrument, with book and page noted on the final plat.
- An easement containing the off-site sewage management system for Lot 1 and its connection to the platted lot shall be dedicated by separate instrument, with book and page noted on the final plat.
- In the event that a lagoon is used for sanitary waste management, the system shall be designed to allow for future connection to a public sewer system and a copy of the Kansas Department of Health and Environment approval documentation shall be provided to the Planning Office. In addition, the easement shall note the appropriate entity for maintenance of a future lagoon.

Site Summary

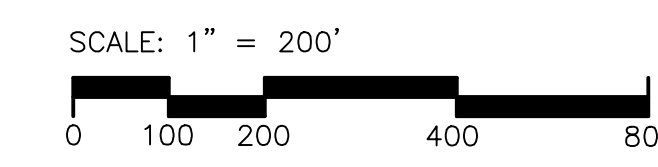
EXISTING GROSS AREA:	156.150 acres
RIGHTS-OF-WAY AREA:	0.000 acres
NET AREA:	156.150 acres
PROPOSED GROSS AREA:	156.150 acres
RIGHTS-OF-WAY AREA:	0.000 acres
EASEMENT AREA:	5.466 acres
NET AREA:	150.684 acres
BLOCK 1:	
TOTAL ACRES:	156.150 acres
TOTAL NUMBER LOTS:	2 lots

Location Map



Benchmarks

- A 5/8" BAR LOCATED AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 18 EAST.
ELEVATION = 1039.25



- = FOUND 1/2" BAR
- = CALCULATED POSITION
- (M) = Measured Distance
- (P) = Plat Distance
- = Fence Line
- ~ = Tree Line

ROCKWALL FARMS ADDITION

A PRELIMINARY PLAT FOR AN ADDITION IN DOUGLAS COUNTY, KANSAS
E 1/2, SEC. 14-T12S-R18E

RELEASE:	
1.0	9.13.10 FIRST SUBMITTAL
1.1	9.28.10 SECOND SUBMITTAL
1.2	10.5.10 THIRD SUBMITTAL
1.3	10.11.10 FOURTH SUBMITTAL

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Berry Plastics Warehouse Operational Summary

September 21, 2010

Revised October 25, 2010

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- 8,000 sq ft of office area for warehouse, printing, and marketing personnel

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Warehouse staffing is expected to be 55 employees across three shifts. Day shift staffing is slightly greater than either of the two off shifts. Shifts run from approximately 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. Shift change activity at the warehouse location will be identical to what is currently taking place at the Packer Road facility or at the leased warehouse facilities at 29th & Haskell in SE Lawrence and in south Topeka (Pauline). The heaviest car traffic will take place before and after shift changes.

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In the printing process, undecorated (blank) molded/formed product is taken to the printing press with cases of product delivered to the press on full skids. Individual cases are unloaded and stacks of cups are fed into the printing press. Once decorated, the complete printed cup is repacked in the same corrugate package and restacked on a skid as a finished good. Skids of finished good product are returned to the warehouse for storage until time for final shipment to the customer. Printing presses require electricity, compressed air, natural gas, and exhaust. Any cooling water required for the printing presses is in a self contained, closed loop system specific to each press.

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Ross Freese

Berry Plastics - Lawrence, KS

RECEIVED

OCT 25 2010

City County Planning Office
Lawrence, Kansas

October 25, 2010

Mr. Charles Blaser, Chairman
Members
Lawrence-Douglas County Planning Commission
City Hall
Lawrence, Kansas 66044

RE: ITEM NO. 1: COUNTY A TO COUNTY I-2; 120 ACRES; E 700 RD & N 1800 RD

Dear Chairman Blaser and Planning Commissioners:

We understand the interest of the community in providing an appropriate location to accommodate the Berry Plastics Warehouse, Printing Facility and office. We agree that flexibility in the planning process is sometimes needed to accommodate locations for good industry. However, only occasionally do we find a rezoning issue confronting the Planning Commission that could have such major negative consequences as the rezoning to I-2 of this 96-acre county Rural Area site.

The proposed site for this I-2 District is immediately west and adjacent to the Woods. The location is outside of any Growth Area. It has no prospects for annexation either by Lawrence, or at the moment by Lecompton. Therefore, because of its lack of access to urban uses and services, development of this site can be expected to have wide-ranging effects not anticipated in this isolated decision.

What is the principal justification by the planning staff for recommending approval of this site for the Berry Warehouse and finishing plant?

Staff states that it is in conformance with *Horizon 2020* based on one section of Chapter 7: Industrial and Employment-related Land Use, because

1. it conforms to Goal 2, Policies on Locational Criteria, and
2. it does not have to conform to the Chapter 7, Map 7-2, for future industrial and employment-related locations. The reason is because
 - a. a statement following these Criteria reads: "locations initiated through the planning process that are not on Map 7-2 will be weighted against the general locational criteria above," and
 - b. the map is for locating "larger industrial parks and does not apply to a proposal such as is being presented," as quoted by the applicant, and apparently the staff concurs.

What are some of the far-reaching effects that building the Berry Warehouse-Printing Facility-Office in this location will have?

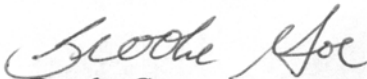
1. It will establish an urban-type nucleus in the unincorporated county that will begin the extension of urban-type growth throughout the Farmers Turnpike corridor.
2. It will require urban-type services in the unincorporated area. The applicants have asked for "first responder" fire protection from Lawrence, for example. Such an intensive use as this may also require police protection from Lawrence. Lawrence has already pledged to allot water to Rural Water District #6, if needed. It will require publicly funded road improvements. According to the applicant, it will provide its own sewer service.

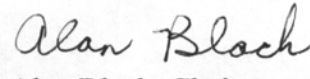
3. It will encourage commercial development adjacent to it. (There already is a B-2 District adjacent to it, although it is conditioned. With this urban-type industrial use adjacent to the county B-2 District employing prospective customers, it can be predicted that the "Executive Retreat" will become a commercial center.)
4. The emphasis of Horizon 2020 on avoiding urban-type development in the Rural Area of the county has been discarded. The randomness of the decision-making process is establishing a precedent that will lead to massive county sprawl. Why?
 - a) The vagueness of the Locational Criteria in the newly adopted Chapter 7 combined with the option to ignore the Future Industry Location Map 7-2, and the staff's selective interpretation of *Horizon 2020* will encourage similar requests throughout the county.
 - b) There are countless similar locations throughout the county that would qualify by this current interpretation of our Comprehensive Plan for Industrial and Employment Related Uses..
 - c) These Industrial and Employment-related land uses influence where people live. Their county-located urban-type employment uses require housing and services that, for efficiency, are close to these employment areas.
5. Both the City and County will suffer in the future by locating this industrial use on this site. Why? The service system of the county is inadequate for an influx of this and other urban-type development. If the city provides the services, the costs to the city will exceed the reimbursement fees, but at the same time the city will not be reimbursed through property taxes.

What is our suggestion for a solution to this dilemma? The City of Lawrence is already providing a tax abatement for the Berry Plastics plant. Apparently there are several vacant city locations that are suitable for the Berry Warehouse, but aside from one site undergoing litigation, the main deterrent is in the cost of the land. Other cities have provided industrial sites by purchasing them. We suggest that Lawrence should consider this. We suggest that the gains in cost-effectiveness of doing this would exceed the long term deficits of dealing with massive urban sprawl in the county.

We believe that this is one of the most serious and consequential decisions that the Planning Commission has faced recently. We urge that you deny this rezoning request. We suggest that you recommend and, in fact, aid the interested parties in providing a suitable site that is located within the city limits or Urban Growth area and can be annexed and provided city zoning and services.

Sincerely yours,


Brooke Goc
President


Alan Black, Chairman
Land Use Committee

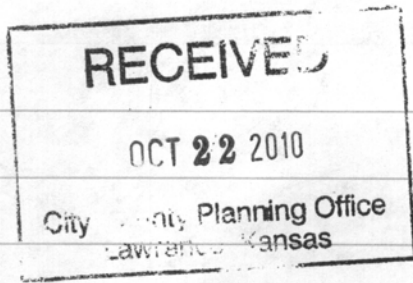
To Whom It May Concern,

We would like to state for the record that we are concerned about the talk of possibly 4 industrial/light industrial facilities being built along Farmers Turnpike (N 1800 Rd), between E 1000 Road and E 700 Road, Berry Plastics being the facility on the agenda at tonight's meeting. The Berry Plastics facility will add 150 or so trucks per day to the already busy two lane road, and if additional facilities go up in the future, how much traffic can that road safely handle? Please think carefully about this decision, there are many residences in the vicinity.

It seems to make the most sense for the Berry Plastics Warehouse to be closer to the main warehouse, since much of the truck traffic will be shuttleing back and forth between warehouses. Also, it doesn't make much sense for the storage warehouse to be west of the Lecompton/K-10 entrance to 1-70, where many of the trucks will eventually be heading.

Our main concern about the Berry Plastic Warehouse project is the increase in traffic on Farmer's Turnpike and the safety issues that go along with adding 150 trucks/day plus the traffic of the shift workers arriving and departing from the facility on an already busy two lane, hilly road.

Sincerely,
James & Kim Ens



October 18, 2010

Lawrence Douglas County Planning Commission -

Dear Commission -

I would request that you vote against rezoning the acreage at E 700 road and North 1800 from Agricultural to light industrial.

We all know the land in the county is cheaper ~~in the county~~ than the city, and this will open up additional industrial sites in the county.

This is not the right fit. Industrial complexes belong in the city not miles from the city.

Please Vote No on this item.

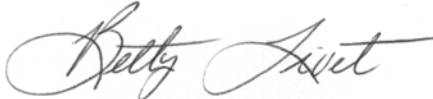
Thank You,

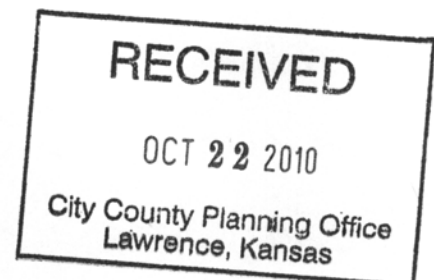
Ernie Baxter

Lawrence-Douglas County Metropolitan Planning Commission
6 E 6th Street
Lawrence, Ks. 66044

I am asking you think about the consequences of rezoning the property at E700 road at N1800 road. This action will create islands and pockets of industrial areas around the county. We all know when one gets something others will follow. By rezoning this isolated area I feel a bad precedence will be set. I am wondering how many businesses large or small are waiting on this action so they too can dot the county landscape.

Please vote no on this request.


Mrs. Betty Livet



October 15, 2010

Lawrence-Douglas County Metropolitan Planning Commission
6 East 6th Street
Lawrence, KS 66044

RE: Z-9-14-10

Dear Commissioners;

I am writing to express my opposition to the rezoning request in the above item. The request is to rezone approximately 120 acres from County A to County I-2. This is on property owned by Rockwall Farms, L.C. which will be leased to Berry Manufacturing for them to construct and operate a 675,000 sq. ft. warehouse/distribution center and printing operation. As a point of introduction, I am John Lewis and reside at 1807 East 800 Road, which is the Northwest corner of North 1800 Road (Farmers Turnpike) and East 800 Road (Trailriders Road). I built the house in 1994 believing that the area was scheduled to remain rural in nature; having consulted with numerous City and County officials.

I attended an informational meeting on October 7, 2010, in which the Architect, the Developer, and the Manufacturer presented this project and answered questions from those neighbors in attendance. Let me start by thanking those parties for having the meeting and extending an invitation to as many neighbors as they did (more than legally obligated). I felt the presenters were informative, open for discussion, and very honest during the meeting. While they did ease some of my fears about this project, I cannot support it for reasons I will present.

Obviously, you will hear a lot of argument about quality of life issues from near-by residents, so I won't dwell on those. I will say though, this is prime agricultural land that has been an operating, productive farm for numerous years, and in fact, has large hay bales still on the property from a recent harvest. While I understand industrial land is needed, so too is farm land if we wish to continue to grow food in this country. If this land is rezoned, it will never be used again for agricultural use.

An item I considered from previous readings was a document that the Lawrence-Douglas County Planning Commission published in 2008 outlining future industrial and commercial plans for the northwest portion of the county, listed under The K-10 & Farmers Turnpike Plan. In that plan any industrial or commercial development stops at East 800 Road. The area in Item Z-9-14-10 is one mile outside (west) of that boundary. Additionally, this single request will probably not be the only request for this area. A definite possibility exists that if this zoning is approved, other

manufacturers will request similar, or more intrusive, zoning in the same area. Rockwall Farms owns a large section of land, of which this project is just a small part. Even if Berry has no further plans for expanding, other manufacturers may want to lease the remaining ground. Please note, Berry will not own this land, just lease it, therefore even if **they** have no plans to expand, the **Developer** may have future plans for the remainder of the property. In fact, the Developer already has designs and plans drawn for a corporate retreat (The Woods) to be placed on the this section of land, adjacent to this site. According to the Developer at the Oct. 7 meeting, those plans are progressing, but no timetable was presented.

One of the main concerns for my family, and the neighbors I have spoken to, is not just the traffic increase, but the kind of traffic generated by this project. Since this will be a warehouse/distribution center, a large part of that traffic will be semi-tractor trailers. Berry personnel provided estimates for the number of semi trucks using this road. Using numbers from them, it is estimated about 50 semis per day on a regular (24 hours a day) basis, with that number increasing during their busy periods (3-5 times a year, 7 days each). This is already a busy road, handling about 4,400 cars per day (*LJ-W article 11/20/09*), so adding up to 50 semis per day certainly would add to the already present danger. The road has sight problems at several spots, including the intersection I use every day, and some of the driveways others use. In addition, Berry personnel provided estimates of approximately 200 total employees (all shifts) who will obviously drive to and from work. When the aforementioned The Woods project advances, it will also increase the amount of traffic on the road, in addition to the number of trucks and employees mentioned.

Douglas County recently rebuilt this section of road, opening it in 2009, at a reported cost of \$1.63 million (*LJ-W article 11/20/09*). While they did a fantastic job on the construction which improved overall safety, they did not address the sight issues involving the hills (such as near East 800 Road). Adding this many semis to this road will add a great "wear and tear" to this stretch of road. I am sure the engineers did not anticipate this much additional heavy truck traffic when planning and rebuilding this road. Therefore, this road will deteriorate much quicker than estimated, leaving the taxpayers of Douglas County to foot the bill for repair or replacement much sooner than anticipated.

While discussing the topic of money, I have some additional points. I realize this aspect may not be a priority for your committee, but feel you should have this information before making any decisions. During the October 7 meeting, a Berry representative said they estimate they will **save** \$1 million dollars per year in operating costs by having a warehouse like this built somewhere in Douglas County. They explained their current operating procedures require manufacturing the product, shipping it to a warehouse, and then bringing the product back to be printed. After printing, they then ship it back to a warehouse until final delivery. By including the printing process into whatever warehouse they build, transportation costs are greatly reduced.

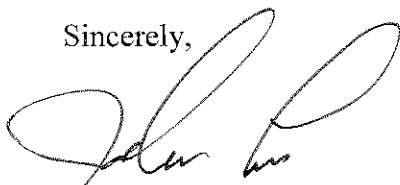
In addition to the money they will save by implementing the new procedures, they also said that they will be approaching the Douglas County Commission to request a 10 year tax abatement for this project. Additionally, an article in *Plastics News* (dated 1/18/2010), states that Berry Plastics received unanimous approval from the Douglas County Commission for their application for \$11.7 million in Federal Recovery Zone Bonds to build a warehouse. The article also stated that in 2006, city officials granted them a 90% tax abatement for their recent expansion at their plant. The problem with all of that financing is that Berry personnel stated this project will only create **11 new jobs**. I fail to see a positive cost/benefit return for Douglas County with these numbers.

If this zoning is allowed:

- a. The rural, positive nature of the area will be lost forever.
- b. Fertile, productive farm land will be gone.
- c. The taxpayers of Douglas County can expect more expense to maintain or rebuild a road sooner than anticipated.
- d. An already busy and dangerous road will have a noticeable increase in large truck traffic and employee traffic.
- e. The possibility of an industrial park emerging outside of guidelines already established by your previous commission greatly increases.
- f. There does not appear to be a long term benefit to Douglas County with only 11 jobs being created while using low cost Federal bonds for construction and a 10 year tax abatement being requested.

Thank you for your time and consideration, and I do plan to be present at any scheduled meeting to present further information or to answer questions.

Sincerely,



John Lewis

785-917-1121

ITEM NO. 1 COUNTY A TO COUNTY I-2; 120 ACRES; E 700 RD & N 1800 RD (MKM)

Z-9-14-10: Consider a request to rezone approximately 120 acres from County A (Agricultural) to County I-2 (Light Industrial), located west of E 700 Road and north of N 1800 Road (Farmer's Turnpike). Submitted by Paul Werner Architects for Rockwall Farms L.C., property owner of record. *Joint meeting with Lecompton Planning Commission.*

STAFF PRESENTATION

Ms. Mary Miller presented the item.

Lecompton Planning Commissioners Jeff Robertson (Chair), Mary Jane Hoffer (Vice-Chair), Kathy Paslay, Brenda Hastert, and Elsie Middleton were present.

Commissioner Harris asked for more detail about competitive sites not available within the city.

Ms. Miller said the applicant could probably explain it better but the criteria she was aware of was it needed to be located along the I-70 corridor, close proximity to the existing site, and enough land area to accommodate their building and future proposed expansion. She said when they looked at sites within the city of Lawrence one was identified but there was not adequate access.

Commissioner Harris asked if police and fire services would be provided by the City of Lawrence.

Ms. Miller said the applicant asked for fire protection.

Mr. McCullough said the applicant asked for an agreement with the City Fire Department which was currently in the works and would go through City Commission. He said Staff anticipates an agreement will be reached. He said the Sheriff Department would respond to any calls.

Commissioner Harris asked if annexation was required when city services are provided.

Mr. McCullough said no, the fire department agreement could be done through a type of mutual aide/ first responder type agreement. He said it was common to do that for an unincorporated site that is in need of that service.

APPLICANT PRESENTATION

Mr. Paul Werner, Paul Werner Architects, thanked staff for their work. He said the Preliminary Plat would be heard next month if the rezoning was approved. He said a Site Plan would be submitted this week and would go on to the Board of County Commissioners. He thanked city and county staff for their helpful work.

Mr. Ross Freese, Berry Plastics, gave the history of Berry Plastics. He said the company had been in community for 43 years and during most of that time they had been in the injection molding business. He said approximately four years ago they started a new thermoform process. At that time they converted existing warehouse space to manufacturing and hired additional employees. He said they were proud of their growth and excited about this project. He said in order to accommodate their warehousing needs they currently lease storage space in southeast Lawrence and south Topeka. In addition to those two leased locations they also have several hundred trailers that they use as flexible warehousing. He stated future plans would be to consolidate the existing leased warehouses into a single site location. He said they plan include in the new facility some of the existing injection printing presses. He said they did evaluate a number of different sites and after an exhaustive analysis this location was their preference for a number of different reasons. He estimated there would be about 55 warehouse employees and 150 printing employees. He stated the number one benefit of the project was the competitive advantage because Berry Plastics has about 65 other plants across the United States and they compete with those other plants when it comes time to determine where new business will be located. He said they currently incur a lot of additional cost with the movement of

product from location to location and as new business opportunities present themselves the total operating costs are compared against those other Berry Plastic sites. He stated another benefit would be that moving the printing would free up approximately 35,000 square feet of existing space at the main plant on Packer Road and that would allow headroom to create additional room for additional manufacturing equipment on site.

Mr. Werner displayed the plan on the overhead. He stated it would not be a manufacturing facility and that it was not even a possibility. He said it would only be a warehouse and small printing area. He stated it was a relatively flat site so there would be minimal dirt moving costs compared with other sites. He pointed out that it would have a 1,000' setback from the road and that the grade would help shield the building. He said the building would be centered between tree lines. He said the class II soils were not contiguous with anything else and that there was not enough of it. He also felt the class II soil was outweighed by keeping existing trees for buffering. He advised the Traffic Impact Study consultant was present for questioning, as well as Mr. Keith Browning, County Public Works Director. He said currently Farmer's Turnpike runs 4,300-4,500 vehicles per day but was designed for 10,000-11,000 cars a day. He stated even though they would be adding traffic the road would still only be working at about 50% of its capacity. He recommended putting a warning sign to the west of the property noting that an intersection was coming to warn drivers. He said they would be extending the westbound right turn deceleration lane by 25' but would not get into the existing berm. He said they would provide an eastbound left turn center lane into the site even though it was not required. He said it would also help for when something happens with The Woods and would provide another entrance into the site. He said there would also be two existing lanes from the site onto Farmer's Turnpike. He discussed sewer and said they were looking at two different systems; either a lagoon or a drip irrigation system. He said Rural Water District #6 would provide another meter for the site and have plenty of water. He said regarding fire they would not be using the Rural Water Districts line at all and that they would use a similar system to what exists at the current plant; a cistern and an Early Suppression Fast Response (ESFR). He said the fire suppression system was a specific sprinkler made to put fires out quickly by flooding the fire with a massive amount of water immediately. He said instead of using a cistern they would build a new pond and use the first pond to the east of the building as the water source. He said the fire pump would run on a generator. He said they would not be using the Rural Water District lines for fire response. He also said that the pond could be used for fire response for others in the area. He stated that an ambulance or Hazmat call would be responded by the City of Lawrence. He said stormwater detention would be through the ponds to the east on The Woods site and that water to the west side would work its way to the north toward the river. He said they met with several neighbors and the Rural Water District. He stated they mailed 52 letters notifying property owners and held a meeting at the Oread Hotel. He said traffic was the main concern of neighbors and they requested a warning sign be posted to warn drivers. He said regarding the League of Women Voters letter about whether or not it complies with Horizon 2020, he felt it did because it was not an industrial park, it was an industrial site.

Commissioner Harris asked if the fire suppression pond area was on the same property or adjacent property.

Mr. Werner said it was on the adjacent property but that the property owner owns both properties and there would be an agreement. He said the same system would be used for The Woods on the lower pond.

Commissioner Harris asked what would happen if the property was not owned by the same person.

Mr. Werner said there would be an agreement.

Commissioner Harris asked if it was possible to develop the front vacant portion of the property.

Mr. Werner said there was an existing shed building with water and gas. He said it was possible but that there would be some grade changes and that was not what they were thinking of doing.

Commissioner Rasmussen asked Mr. Werner to show on the map the anticipated route for trucks entering and exiting the site.

Mr. Werner pointed on the map and said all trucks would come from the east. He said there were two different types of trucks, shuttle trucks and over the road trucks. He said the shuttle trucks would go back and forth from Berry Plastics and would exit the site on the west side.

Commissioner Rasmussen asked when the over the road trucks leave the site and head back east was there a lane for them to turn into or would they turn into main traffic.

Mr. Werner said that was analyzed and they looked into an acceleration lane. He said there was excellent visibility in both directions. He said there was some concern about an acceleration lane causing truckers to be more willing to turn left into the center lane and not worry about oncoming traffic because they might see it as a 'safe' lane. He also pointed out that the trucks would be light because they would be carrying plastic cups so they would be able to speed up more quickly than normal semi trucks.

Commissioner Liese asked how many community members attended the meeting at the Oread Hotel.

Mr. Werner said 11 people attended the meeting he held at the Oread Hotel.

Commissioner Liese asked where he thought the opposition came from in the letters.

Mr. Werner said people were worried about a domino effect with what would happen after this. He said there was also concern about traffic but that one or two shuttle trucks an hour was not that much. He said one of the letters had comments about damage to the road but these would be light semi trucks. He said a semi truck would have better visibility since it sits up higher and would be able to see cars and be able to slow down better with their lighter loads.

Commissioner Liese asked if Mr. Werner knew what kind of opposition or support he would receive tonight.

Mr. Werner said they had a positive meeting in the City of Lecompton.

Commissioner Liese asked Mr. Werner if Lecompton Planning Commission was in favor of the rezoning.

Mr. Werner said if he had to guess he would say they were in favor of it.

Commissioner Liese asked what kinds of concessions have been made so far and what else could be done to address concerns.

Mr. Werner said they have done everything they have been asked to do but he wanted to hear concerns this evening and try to address them. He said so far the main concern has been traffic.

Questions from Lecompton Planning Commission

Lecompton Commissioner Kathy Paslay said adding 25' to the off ramp was not even the length of a truck. She also wondered about the water to the west and where it would go on its path to the river.

Mr. Werner said the right turn deceleration lane was already partially constructed, 620' long, so the recommendation was to extend it an additional 25'. He showed the basin and discharge map on the overhead and discussed stormwater. He said rainwater going to the west would go through creek channels and discharge into 328 acres. He said because it is such a large area it would be a 3-4% increase for a 100 year storm. He said the property was all owned by this owner before leaving the site.

Lecompton Commissioner Paslay inquired about the distance to the river.

Mr. Werner said he would have to find another map.

Lecompton Commissioner Jeff Robertson said a few miles.

Lecompton Commissioner Elsie Middleton asked how many trucks a day would be generated.

Mr. Werner said there are two different types of trucks, shuttle trucks and over the road trucks. The shuttle trucks would run about 20 a day with 30 as the maximum. Over the road trucks would run 30 per day but during peak seasons, about 3-4 times a year, there would be 100 a day. He said the average day would be 50 trucks in and out.

Commissioner Liese inquired about a letter from Mr. John Lewis regarding his comments about the daily truck numbers.

Mr. Werner said when the Traffic Impact Study was started they used the worst case scenario and then realized shuttle trucks do not run as often as they were guessing. He said after they threw out those numbers they went and verified them.

Commissioner Liese asked what would happen if the community approves this based on one truck an hour and Berry Plastics figures out they can run 20 trucks an hour.

Mr. McCullough said change was inevitable. He said there had been revisions to the Traffic Impact Study. He stated if there was need to make improvements on the arterial roadway system then the governing bodies and staff would go about making those changes.

Mr. Werner said part of Traffic Impact Study looks at what will happen in the year 2030.

Commissioner Liese said that the letter from Mr. Lewis mentioned the project only creating 11 new jobs. Commissioner Liese asked if that was based on data from Berry Plastics.

Mr. Werner said he would let Mr. Freese answer that. He said it was a big building that would create construction jobs for a year and would free up more space at the existing manufacturing plant in the city. He said he would venture to say that the comment from Mr. Lewis was vastly underrated.

Mr. Keith Browning, Douglas County Public Works Director, agreed with the three recommendations in the Traffic Impact Study addendum. He stated it was a county road, not state or federal highway so it was designed for 55 miles per hour not 65 miles per hour.

Commissioner Burger asked if any of the changes would impact the fact that right now the bicycle route was a green route.

Mr. Browning said there are 8' paved shoulders.

Commissioner Burger asked if there were adequate setbacks in the event that 20 years from now the road was utilized as a divided highway.

Mr. Browning said no, there was not adequate right of way and that they could not afford to acquire enough right of way to do that. He said the analysis shows that in 2030 the road will be $\frac{3}{4}$ of its capacity.

Commissioner Harris asked if the road was designed to handle this much truck traffic and more in the future.

Mr. Browning said yes it was. He said the trucks they were using were very light and that was a significant part of the damage from trucks. He stated the reconstructed roads portions have 10" full depth asphalt so they are pretty stout for a county road.

PUBLIC HEARING

Mr. John Lewis, thanked Mr. Werner for inviting more people than necessary to the public meetings and said he appreciated the applicants honesty and forthrightness. He said he realized the trucks may not be heavy but that they are still about 20,000 pounds. He said the typical car was 3,000 pounds and that more wear and tear on the road would add up to taxpayers to maintain. He said none of their decisions were in a vacuum and their decision was not based on that one parcel, it was based on the entire area. He said Commissioner Harris brought up good point about the ponds being on adjacent property. He did not think that the pond would be an issue because there was a lot of property owned by Rockwall Farms, roughly 1,000 acres, in that area. He said he didn't believe someone would want to build a house in that area which lead him to believe that another industrial site would be on its way.

Commissioner Liese asked if there was any kind of development he would support other than residential.

Mr. Lewis said he was aware of The Woods project and thought it was an excellent project and did not have a problem with that type of development but was concerned about the entire corner turning into an industrial park.

Ms. Marguerite Ermeling thanked Mr. Werner for talking to the community. She said this was a multi- use road and that it should include safety for all those entities to be there. She wondered about the possibility of conditioning the rezoning with approval of the Site Plan so that it could only be Berry Plastics. She expressed concern about drainage to the west and if the pond would be large enough for fire protection during drought.

Commissioner Liese asked if she supported the rezoning only if it was for Berry Plastics.

Ms. Ermeling said if this was the final site settlement for Berry Plastics that she would be the last one to stand in the way of that, but that if it opens the site up to be anything with I-2 zoning that would be problematic for her.

Mr. McCullough said conditional zoning was an option. Printing and storage warehouse are allowed uses in the I-2 district and could be conditioned to those two uses. He said if Berry Plastics would want to do any kind of manufacturing at the facility they would need to come back and rezone to add that use to the table. He said it was his understanding that Berry Plastics did not want to do any type of manufacturing. He said in part this was about retaining the largest manufacturer in the county and help them grow. He said they recognize that Berry Plastics has put their name to this project and request and the two uses, printing and storage, would be too specific for someone else to use. He stated Berry Plastics has been looking at different sites and this was the one they have brought forth.

Commissioner Rasmussen asked Ms. Ermeling what aspects of this proposal would change the road from being a multi use road.

Ms. Ermeling said nothing except for the significance of additional truck traffic at a fast speed. She said there was a lot of bike traffic there.

Mr. Martin Hirder inquired about the pond drying up. He also wondered about the safety issue associated with more traffic during peak hours of morning and evening.

Mr. Browning said peak hours were looked at as well as the hours of operation and the hours trucks would be traveling on the road.

Commissioner Liese asked if it was possible to get traffic lights or turning lanes that are off limits at certain times of the day.

Mr. Browning said a traffic signal was possible but he did not think it was a good idea or safe since the speed on the road was 55 miles per hour. He said the gaps in traffic should be such that traffic should not be an issue.

Mr. Werner said regarding filling the pond, there might be two pumps. He said about 1" of rain would fill the first pond so as long as it rains 1" every two months it should be okay.

Mr. Greg Burger expressed concerns about traffic and sight distance. He was concerned about an industrial park and said the area just annexed 155 acres. He was shocked the deceleration lane was already in place like it was a done deal. He said there was no shoulder on the deceleration lane for bikers.

Ms. Charlene Winter thanked Berry Plastics and the applicant for their consideration of the neighbors. She was opposed to the serving of alcohol and shooting guns at The Woods which Berry Plastics would not have. She said it would be a safer route for trucks to exit at E 700 Road, farther from the high spot on the road. She felt that Berry Plastics was a benefit to the community.

Mr. Paul Bahnmaier said he was thrilled about Berry Plastics being within 3 miles of Lecompton and would greet visitors positively. He felt they should encourage local companies to expand and stay in Douglas County. He said Berry Plastics had been very informative about their plans.

Ms. Kim Ens expressed concerns about traffic. She said at the neighborhood meeting at The Oread Hotel it was stated that there would be about 130 trucks a day. She was also concerned about the domino effect and what would happen next with development in the area.

Mr. Tom Kern, President of Lawrence Chamber of Commerce, gave strong support for Berry Plastics. He stated that 80% of all job growth in Douglas County and Lawrence would come from existing employers.

Ms. Beth Johnson, Lawrence Chamber of Commerce, said one of the things discussed during the annexation of 155 acres was the fact that there were a limited number of industrial sites along I-70 and in Lawrence in general. She stated that still remains a fact. She said when a prospective business looks for a piece of property they are looking for a willing land owner, access, and infrastructure.

APPLICANT CLOSING COMMENTS

Mr. Freese said he gave some bad numbers when they had the meeting at the Oread Hotel. He said he gave the maximum figures and that the truck numbers Mr. Werner referred to earlier were the average numbers.

Commissioner Finkeldei asked where the current trucks travel.

Mr. Freese said it was a mix. He said anything that goes to Topeka travels down Farmer's Turnpike and gets on I-70 so some of the traffic they were talking about was already in play. He said many trucks also go directly through town from Packer Road to the intersection of 29th and Haskell Ave.

Mr. Werner said traffic in the year 2030 would be at 75% capacity. He said regarding Ms. Winter's comments about the exit point, they analyzed both entrances and both would work for inbound and outbound traffic. He said there was a desire to separate car and truck traffic and that the other access may be used for The Woods in the future. He said there was already a deceleration lane in place. He said he understood Ms. Ermeling's comment about conditional zoning.

Commissioner Finkeldei inquired about future plans for the Rockwall Farm property.

Mr. Werner said there's a Southern Star gas line with a 100' wide easement that makes it tough to do anything on one side. He said E 700 Road was vacated a few years ago. He said The Woods was the only project he was aware of. He said he could never say never but that he did not know of any immediate plans.

Commissioner Harris asked for more information about the other site that was considered and what the exact issue was with not having Berry Plastics there.

Mr. Freese said it was difficult to respond to without getting into all the various factors that were taken into consideration when evaluating the sites. He said Berry Plastics was essentially landlocked at 2330 Packer Road with no ability to go beyond what they have at that location. One of the big factors taken into account was the ability for the site to accommodate a 675,000 square foot building and still have the ability to expand. He said there were certain economies they looked at and there has to be two people that are willing to participate in the process and they encountered some challenges with the other site referenced.

Commissioner Harris asked if he was referring to money or logistical concerns.

Mr. Freese said it was the cost of the site and the cost to develop the site. He said they were excited about this project because it creates the opportunity to free up 35,000 square feet at the main plant.

Commissioner Singleton said there had been comments about conditional zoning. She asked Mr. Freese how committed Berry Plastics was to this location and site.

Mr. Freese said he would not be present tonight if they were not committed to this project and site.

Commissioner Harris inquired about them not seeking a conservation easement.

Mr. Werner said it applied more toward The Woods. He said the Site Plan would include buffer areas and the owners are committed to not developing. He said it was not off the table but not what they were thinking about right now.

Commissioner Harris said she hated to lose any high quality soil and asked if it was possible to design the site to save the soil so it could be farmed.

Mr. Werner said no it really was not possible. He said about 18% of the class II soils would be encroached upon.

Commissioner Burger asked for clarification on an earlier comment about no eastbound paved bike lane.

Mr. Browning said that comment was correct. He did not remember that earlier when he spoke. He said the right turn lane only had a 2-4' shoulder.

Commissioner Burger asked if the eastbound road had a paved shoulder.

Mr. Browning said the eastbound shoulder was 8'.

Commissioner Harris inquired about the impact to the City for fire service and if they would be paid for that service.

Mr. McCullough said that would be part of the agreement negotiated with the City Manager and Fire Chief.

Commissioner Harris asked if City Commission would approve that.

Mr. McCullough said he was not sure.

Commissioner Liese asked Ms. Johnson to repeat the three factors she said perspective businesses look at.

Ms. Johnson said there are many factors that businesses look at but that access, infrastructure, and a willing property owner were the ones she mentioned earlier.

Mr. McCullough addressed Mr. Burger's earlier comment about a deceleration lane already in place now. He said the timing was correct when the County did the improvements to Farmer's Turnpike and when The

Woods was going through their development process they saw an opportunity to put the turn lane in for The Woods project. He said the reason it was shorter than it needed to be for trucks was because it was designed for vehicles not semi trucks, so the recommendation to extend it an additional 25' was because this project was coming forward now and there was no predetermined idea of a warehouse at this location.

Commissioner Harris asked if there was anything to prevent or encourage more industrial development in that area to create an industrial park as suggested.

Mr. McCullough said staff analyzes requests to the Comprehensive Plan which could include Sector Plans. He said this was a county request so staff looked at Chapter 7 in terms of industrial projects in the unincorporated area. He said there was nothing preventing any request from coming in. He said this request was for a specific user and staff was confident that it was too big of a project for the owner to build and then hope to get a tenant.

JOINT COMMISSION DISCUSSION

Lecompton Commissioner Robertson said at their meeting there were about 20 people present and none were opposed to the project.

Commissioner Harris said it was still not clear about what could happen out there. She said it sounded like if there was access, flat land, and a willing land owner there could be more industrial development out there.

Mr. McCullough said there was always the possibility of a request to do more industrial out there and that it would be analyzed based on need in the community. He said the City was working toward creating large scale industrial areas, either in the southeast part of Lawrence with Farmland acquisition, Farmer's Turnpike, or Airport Industrial uses. The City is trying to get more baskets of eggs to land industrial projects in the community for primary jobs. He said this request would not be on the table if Berry Plastics did not exhaust the inventory they had to work and their timeline. He said he did not know what the future holds and that three months ago this site was not being looked at or even presented. He said Berry Plastics had very special needs in terms of where they need to locate, how large a parcel, and access to I-70, which created the opportunity to look at this site.

Commissioner Rasmussen said based on the staff report and what he has heard tonight he did not think this was inconsistent with the existing character of the area and it conforms with Horizon 2020. He said while it was not in the K-10 and Farmer's Turnpike Plan Sector Plan, it was near that and was generally what was anticipated in that plan. He said regarding the traffic safety the Traffic Impact Study says it would be a minimal addition to traffic counts. He stated given the proximity to I-70 access they should not be surprised about development in the area along the Farmer's Turnpike and K-10 corridor and that they should be expecting it. He suggested staff consider expanding the Sector Plan for that area. He felt it was the natural evolution of the area and that it was going to be great potential for this type of development. He said he would support the application because it was good for the county and community.

Commissioner Singleton agreed with Commission Rasmussen's comments. She felt this was an excellent plan for this location and this development and for as close as it was to I-70 it would be great for getting trucks in and out. She felt that for Douglas County it was better for truck traffic to be out there instead of going through town. She understood the concept of conditional zoning but did not think it was appropriate at this location with this use. She said the only concern she had originally was whether or not it would fit in the neighborhood but after hearing the presentations this evening she felt it was a great location for this plan and a good benefit to the community. She said she would vote in favor of the project.

Commissioner Hird agreed with Commissioner Rasmussen and Singleton's comments. He said two issues that seemed to be of concern by the neighbors were the traffic and the domino effect of development. He said Planning Commission relies on experts to provide good information, such as staff reports and traffic studies, and he felt confident in that. He said their role as professionals was to make sure they have safe development. He said as far as the domino effect he felt they were getting ahead of themselves. He said it was likely that

there would be more applications in the future. He said part of what bothered him about the domino effect was that it presumes that Planning Commission was not capable of making good decisions in the future and he did not think that was fair. He said every application was judged on its own merits. He said there may be more applications for the area but that does not mean Planning Commission and the governing bodies cannot protect the citizens in the area. He said he would support the project. He said Berry Plastics went above and beyond to reach out to the neighbors and that was exactly the kind of outreach Planning Commission liked to see.

Commissioner Liese said he would support the item.

Commissioner Blaser said he would support the item and that Berry Plastics did an excellent job of presenting their project to everyone. He did have concerns initially about traffic but after reading the studies and hearing from the experts he did not feel it was an issue.

Commissioner Harris had concerns initially about traffic so she was glad they discussed it. She said she would vote in favor of the item and that her concerns had been addressed. She thanked Mr. Werner and Berry Plastics working with the neighbors. She said she was concerned about losing class II soils.

Commissioner Burger said she would support this item. She said staff did a wonderful job on providing a lot of information. She was excited about the blending of industrial with a rural retreat (The Woods). She said they had done a wonderful job of ensuring green space. She was still hesitant about traffic and would like to see the speed limit reduced.

Commissioner Finkeldei said he would support the project. He said they need to remember the issue of expansion or encroachment when they have their discussion on Wednesday night because one of the issues was having available land to choose from. He said he does trust the traffic studies and the County Staff. The County has control over the speed limit and signage and they can watch those concerns. He agreed with Commissioner Singleton and said although there would be some negative impact along this stretch of road, taking those trucks out of the city would benefit the community so that offsets the cost. He thanked Lecompton Planning Commission for being present tonight. He said Ms. Winter was the closest neighbor and her support was beneficial.

Action taken by Lecompton Planning Commission

Motioned by Lecompton Commissioner Hoffer, seconded by Lecompton Commissioner Middleton, to approve the rezoning of approximately 96 acres from A (Agricultural) to I-2 (Light Industrial) District.

Unanimously approved 5-0.

ACTION TAKEN

Motioned by Commissioner Liese, seconded by Commissioner Hird, to approve the rezoning of approximately 96 acres from A (Agricultural) to I-2 (Light Industrial) District and forwarding it to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report.

Commissioner Harris asked if that included the three additional recommendations in the Traffic Impact Study addendum.

Mr. McCullough said as this was just the rezoning request those would be with Site Plan and Platting process.

Unanimously approved 8-0. Student Commission Davis voted in the affirmative.

MEMORANDUM

TO : Douglas County Board of County Commissioners
Craig Weinaug, Douglas County Administrator

FROM: Keith R. Dabney, Director, Zoning & Codes Department

DATE : November 4, 2010

RE : Resolution amending a Planning and Zoning Classification from
"A" Agricultural to "I-2" (Light Industrial)

Please find attached a Resolution amending a Zoning Classification from "A" (Agricultural) to "I-2" (Light Industrial District).

RESOLUTION NO. _____

A RESOLUTION RELATING TO AND AMENDING A REGULATED PLANNING AND ZONING DISTRICT CLASSIFICATION WITHIN THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, after holding a public hearing as required by, and in accordance with, K.S.A. 12-757 and the "Douglas County Zoning Resolution" has recommended that the Board of County Commissioners change a certain zoning classification, the nature and description of such change being fully set forth below;

WHEREAS, as required by the Board the applicant has filed a plat of the property in question with the Douglas County Register of Deeds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that pursuant to K.S.A. 12-757 and the "Douglas County Zoning Resolution," the following change in zoning classification is made:

The zoning classification of the following described property is changed from "A" (Agricultural District) to "I-2" (Light Industrial District):

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 18 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 14 ON A BEARING OF NORTH 1° 54'04" EAST A DISTANCE OF 130.00 FEET, THENCE SOUTH 88°15' 59" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF DOUGLAS COUNTY ROUTE 438; THENCE SOUTH 88° 15' 59" WEST ALONG SAID NORTH RIGHT OF WAY LINE 369.06 FEET; THENCE SOUTH 82° 32' 55" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 301.12 FEET; THENCE NORTH 89° 26' 35" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 375.30 FEET; THENCE SOUTH 85° 46' 49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 116.42 FEET; THENCE NORTH 01° 54' 04" WEST, 3655.43 FEET; THENCE NORTH 88° 14' 05" EAST, 1160.05 FEET; THENCE SOUTH 01° 54' 04" EAST, 3636.02 FEET; TO THE POINT OF BEGINNING.

The official copy of the zoning district map of Douglas County, Kansas, incorporated into the "Douglas County Zoning Resolution" pursuant to Section 12-303-1 of the Douglas County Code, shall be changed to reflect the amendment provided for in this Resolution and Section 12-303-1 is amended to reincorporate such map as amended.

This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and published once in the official County newspaper.

ADOPTED this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chairman

ATTEST:

Jim Flory, Member

County Clerk

Mike Gaughan, Member