

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

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)
- (c) Consider acquisition of right of way for culvert No. 6.05N-8.00E, Project No. 2010-22. (Michael Kelly); and
- (d) Consider approval of the 2010-2011 Snow & Ice Control Manual (Keith Browning)

REGULAR AGENDA

- (2) Presentation on Energy Efficiency Challenge for the City of Lawrence (Eileen Horn)-No back up
- (3) Receive recommendation regarding annexation, **A-9-3-10**, 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 **Resolution No. 6910** 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. (PC Item 6A; approved 8-0 on 10/27/10) Sandra Day is the Planner.
- (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.



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To : Board of County Commissioners

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

Date : November 11, 2010

Re : Consider Approval of Contract for Engineering Services
Reconstruction of Route 1055 (6th Street) from US-56 highway to Route 12
Project No. 2010-20

You will recall Douglas County and the City of Baldwin City entered into an agreement to cooperate in the reconstruction of Route 1055 (6th Street) in Baldwin City from US-56 highway to Route 12 (N 400 Road). The cooperation agreement stipulates Douglas County will obtain engineering design services, the costs of which will be shared equally by Douglas County and Baldwin City. Purchasing policy procedures were followed to select the consulting firm of Bartlett & West Engineers, Inc. to provide engineering design services for this project. The selection committee was comprised of Douglas County and Baldwin City public works officials.

Attached are three (3) original contracts for signature by the BOCC. The contract is an hourly contract with a total not-to-exceed cost of \$316,800. This cost does not include the cost of a geotechnical study, which is needed for pavement design and determining foundation needs for cross road culverts.

In my August 4, 2010 memo to the BOCC, we estimated construction costs to be \$2,640,000 and engineering design costs to be \$316,800 for this project. Bartlett & West submitted a cost proposal that slightly exceeded the estimated design costs. Following negotiations between this office and Bartlett & West, they have agreed to the budgeted amount for design engineering costs.

Action Required: Approval of a contract with Bartlett & West Engineers, Inc. for engineering design services at a not-to-exceed cost of \$316,800.00 for Project No. 2010-20, the reconstruction of Route 1055 (6th Street) from US-56 highway to Route 12.

ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Bartlett & West, 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. 2010-20 (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 \$316,800.00 ("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 December 15, 2011. 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 WITHOLD 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. PROGRESS REPORTS WITH PAY APPLICATIONS

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

H. CHANGES IN SCOPE

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

I. ADDITIONAL SERVICES

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

III. RESPONSIBILITIES OF ENGINEER

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

A. PRELIMINARY DESIGN PHASE

Engineer shall do the following during the preliminary design phase:

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

B. FINAL DESIGN PHASE

Engineer shall do the following during the final design phase:

1. Services: Engineer shall provide the services during this phase as described in Exhibit A.
2. Final Design Documents: Engineer shall furnish County with raster files and hard copies of the final plans in an accepted format as specified in Exhibit A.

The raster files, as well as the hard copies, shall contain all required signatures from County and the signature and seal of the design engineer.

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

C. BIDDING PHASE

Engineer shall do the following during the bidding phase:

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

D. CONSTRUCTION PHASE

Engineer shall do the following during the construction phase:

1. Services: Provide the Services during this phase as described in Exhibit A.
2. Administration: County will provide in-house administration of the construction contract; however, Engineer shall consult with and advise County and act as County's representative when requested. If County requests, Engineer shall provide contract for construction administration and observation services as Additional Services.
3. Contract Interpretation: When requested by County, Engineer shall visit the site and issue necessary interpretations and clarifications of the Contract Documents. Engineer shall provide such services at no additional cost to County.
4. Additional Drawings: If, during construction, situations arise which require additional drawings or details, or revision of the plan drawings or details, Engineer agrees to provide such additional drawings or revisions at no additional cost to County when such changes are required to correct Engineer's errors or omissions in the original design and preparation of construction drawings. If additional drawings or details are required through no fault of Engineer, or are beyond its control, both parties agree to negotiate an equitable payment to Engineer for its services rendered, which shall be accomplished through a supplemental agreement.
5. Shop Drawings: Engineer shall review and take appropriate action on each contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the limited purposes of checking for compliance with the design concept and

information shown in the Contract Documents. Such review shall not extend to means, methods, sequences, techniques, quantities, fabrication processes, procedures of construction, coordination of the work with other trades, or to safety precautions and programs incident thereto, all of which are the sole responsibility of the contractor, unless an obvious defect or deficiency exists, in which case Engineer shall advise County of such defect or deficiency so the same can be prevented.

E. GENERAL DUTIES AND RESPONSIBILITIES

Engineer shall have the following general duties and responsibilities:

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

7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.
8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.
9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

IV. RESPONSIBILITIES OF COUNTY

A. GENERAL DUTIES AND RESPONSIBILITIES

County shall have the following general duties and responsibilities:

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

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

V. PROJECT SCHEDULE

The Project Schedule is set forth in Exhibit D, 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. SUSPECION OR TERMINATION OF THE CONTRACT

A. SUSPENSION BY ENGINEER

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

B. TERMINATION BY ENGINEER

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

C. TERMINATION BY COUNTY FOR CAUSE

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

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially

completed at the date of termination. In addition, County may without prejudice to any other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

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

All documents and electronic files prepared or furnished by Engineer pursuant to this Agreement are instruments of Engineer's professional service, and Engineer shall retain an ownership and property interest therein. Engineer grants the County a perpetual license to use and modify instruments of Engineer's professional services for the purpose of constructing, occupying, maintaining, altering and adding to the Project and future projects relating to, incorporating, or in the vicinity of the Project. Topographic data collected by the Engineer pursuant to this Agreement shall be considered a part of the instruments of Engineer's professional service and the County's license to use this information pertains only to the portions of this data directly related to this Project. Reuse or modification of any such licensed documents, electronic files or other data by the County, shall be at the County's sole risk and without liability to Engineer, and the County agrees to indemnify and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the County or by others acting through the County, except the County does not agree to indemnify or hold engineer harmless from Engineer's own negligence.

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)
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: Jeffrey C. Jones, P.E.
Bartlett & West, Inc.
628 Vermont
Lawrence, KS 66044

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:

Bartlett & West, Inc.
(Name of Engineering Firm)

By: Joseph G. Caldwell
Engineer's Authorized Signatory

Joseph G. Caldwell, P.E.
Printed Name

Vice President
Title

COUNTY:

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

By: _____

Printed Name
Title: Chair

ATTEST:

Douglas County, Clerk

Exhibits:

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

**EXHIBIT A
SCOPE OF SERVICES**

I. PROJECT LOCATION AND DESCRIPTION

Provide professional services described as follows: Design and prepare construction drawings and specifications for Route 1055 (6th Street) approximately between US-56 (Ames St.) and Route 12. Improvements include creating an urban roadway with curb and gutter, sidewalks, underground storm sewer system, and appropriate lane configuration to handle current and projected traffic volume. The project is being co-sponsored by Douglas County and Baldwin City.

II. PRELIMINARY DESIGN PHASE (Field Check)

1. Meet with County and City 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. Conduct one public meeting to discuss the proposed improvements and to receive input and hear concerns from the neighborhood.
3. Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the Project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions. Locate property pins along Route 1055 within project extents. All survey data must be provided to County in digital format allowing insertion into AutoCad environment using standard fieldbook format (PNEZD space delimited).
4. Obtain information from utility companies who have facilities within the Project limits. Utility companies shall be required to locate their facilities within the Project limits. Include utility locations in survey data. Provide preliminary utility coordination. Horizontal location is required for all utilities.
5. Obtain ownership and easement information on the properties that abut the Project site. Copies of all ownership maps and recorded plats will be obtained from the Douglas County Public Works Department and Baldwin City as needed.
6. Provide traffic engineering analysis to determine design traffic volumes, vehicle classifications, accident experience, speed data, future traffic volumes, recommended lane configurations, and recommended traffic control. Determine and prepare drawing showing the lane configurations and geometrics required to serve the design traffic volumes along the route. Determine alternative horizontal and vertical alignments of the road. Provide a written report summarizing the results of the traffic engineering analysis with recommendations for this project.

7. Provide for services of a geotechnical consultant to determine the adequacy of subgrade and pavement condition. Complete a pavement evaluation and a determination of appropriate cross section and pavement to handle the design traffic volumes. Provide a written report concerning geotechnical findings and make written recommendations on pavement cross section for the Project.
8. Design storm drainage systems to carry the 25 year storm event and otherwise in accordance with the current KC-APWA design criteria. Prepare a hydrologic and hydraulic analysis to establish recommendations concerning storm drainage design. Include pipe/box sizes, alignments, grades, drainage easements, and associated Project design items. Perform watershed analysis and computer flow modeling using either HECRAS, TR-20, SWMM, FIEC-2, or FIY-7 or other hydraulic software approved by the County. Provide a written report of the results of this hydraulic analysis with recommendations for this project and copies of the computer digital data.
9. Review alternative design concepts with the County and City prior to progressing to the detail aspects of the Project. Alternative concepts shall be discussed to determine the best horizontal and vertical alignments for the Project. Ensure design concepts accommodate a future sanitary sewer crossing as outlined by the City. County's and City's concurrence in the selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the information provided by Engineer.
10. Prepare Field Check plans in sufficient detail for County/City review. These documents shall include horizontal and vertical alignments and lane configurations, storm sewer design, drainage area map, drainage design data and preliminary right-of-way and easement acquisitions.
11. The following will be needed, as a minimum, to develop Field Check plans:
 - a) Prepare the base drawing with a plan portion showing existing topography, contours, utilities, property lines, right-of-way, and profiles of any existing structures and roadways. The base drawings shall later be used as full scale base drawings for right-of way and final design plans.
 - b) The Field Check plans shall be prepared in conformity with the latest applicable AASHTO, KDOT, and local specifications and standards, including A Policy on Geometric Design of Highways and Streets (the "Green Book") prepared by AASHTO, and the Manual on Uniform Traffic Control Devices (MUTCD) prepared by the FHWA.
 - c) The Field Check plans shall include the proposed additional easement and right-of-way limits, property lines and ownerships, section lines, townships and ranges, any U.S. Surveys, city limits, a general outline of the construction staging, and other critical design items.

- d) Traffic assignments shall be shown on the respective roadways or on a line sketch of the roadways.
 - e) The plan view scale shall be 1 inch = 20 feet. The profile view scale shall be 1 inch = 20 feet horizontal and 1 inch = 5 feet vertical.
12. The Consultant shall be responsible for verification, furnishing, and recording of any legal land corners necessary for legal descriptions used in easement documents. The Consultant shall tie the approved centerline to section corners.
 13. Prepare Field Check estimate of probable construction cost for the Project.
 14. Prepare two full size sets of Field Check plans for County/City review. Allow two weeks for review. If Project is over budget, a determination of alternates will be required. Contract may be terminated if additional funds are not available or project modifications cannot be made.
 15. Once Field Check plans have been reviewed by County/City staff, the Consultant shall arrange a Field Check meeting with County/City staff to discuss all review comments.

III. FINAL DESIGN PHASE (Office Check)

1. Attend one (1) Board of County Commissioners meeting or public meeting to discuss the proposed improvements and their impact on the adjacent properties.
2. Prepare a right-of-way strip map and furnish County with the original and two copies of the strip map as well as digital files in pdf format. Also, furnish County with 8 1/2" x 11" exhibits and legal descriptions of each property required for right-of-way or easement acquisition. The Consultant shall be responsible for making revisions to the right-of-way and construction plans resulting from negotiations with the property owners.
3. Prepare all applications, exhibits, drawings, and specifications necessary to obtain all required permits including the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, U.S. Army Corps of Engineers 404 Permit, and/or the Kansas Department of Agriculture, Division of Water Resources permits. Applications should be prepared for the County's execution and submittal. Assist the County in obtaining permit approvals by furnishing additional information about the Project design. The County will submit and pay for all permits. If necessary, provide for inclusion in the specifications, a list of the permits which must be obtained by the construction contractor.
4. Prepare any necessary applications and/or other documents required by the State Historic Preservation Officer (SHPO) because of the project. Attend up to three meetings with the SHPO or other historic preservation officials regarding any effects of the project on any registered historic properties adjacent to, or in the vicinity of, the project. Ensure engineering design of the project reflects SHPO requirements.

5. The Office Check plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and the Kansas Department of Transportation standards. The traffic control plan requires submittal to County/City for review and approval prior to inclusion in the final design plans.
6. The Office Check plans shall include detailed stormwater pollution prevention plans (SWP3) as required by the State.
7. The Office Check plans shall accommodate a future sanitary sewer crossing as outlined by the City by showing a casing to be installed by the Project's contractor. The horizontal and vertical locations of the casing will be provided by others.
8. The Consultant shall prepare computations for all Office Check plan quantities and bid items. If requested by Douglas County and/or Baldwin City, the Consultant shall provide copies of design calculations and/or supporting documentation.
9. The Consultant shall design the plans in conformance with KDOT specifications. The Consultant shall design and detail all structures or improvements not covered by KDOT standard detail sheets or detail sheets provided by the supplier.
10. Prepare Office Check plans, incorporating all Field Check comments from County/City staff.
11. As a minimum, the Office Check plans shall include the following:
 - a) Title Sheet
 - b) Typical Sections
 - c) Plan Sheets
 - d) Profile Sheets
 - e) Bridge Detail Sheets
 - f) Intersection Detail Sheets, including curb return profiles
 - g) Traffic Control Plan Sheets
 - h) Stormwater Pollution Prevention Plan
 - i) Drainage Area Map
 - j) Hydrologic and hydraulic data for drainage systems
 - k) Permanent Signing Quantity Sheets
 - l) KDOT Standard Detail Sheets
 - m) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades
 - n) Miscellaneous Detail Sheets, non-standard details
 - o) Summary of Quantities listed as bid items

Additional plans and information may be required to complete Office Check plans.

12. Provide all utility companies a set of Office Check plans for their use. Meet with each utility company to discuss the relocation of their facilities and the time schedule.
13. Prepare Office Check estimate of probable construction cost for the Project.
14. Submit Office Check plans to County and City for review. Allow two weeks for review.
15. Provide any required Special Provisions to the KDOT construction specifications as needed for construction items on the plans. The County will prepare the Project Specifications including front end documents and the KDOT construction specifications.
16. After all comments from the County and City are made on the plans, submit final signed and sealed plans to the County and City signature, including all Special Provisions.
14. AutoCad.dwf files or .pdf files are to be supplied in lieu of original mylars. Two (2) hard copies each of the final signed and sealed plans, printed on 24" x 36" bond paper shall also be delivered to the County and City.
15. At any time prior to completion and final acceptance of the construction contract for this Project, the Consultant shall be responsible for correcting all errors and omissions due to the negligence of the Consultant and submitting revised final plans to the County.

IV. BIDDING PHASE

1. Answer questions from contractors regarding the final plans. If necessary, issue any requested addenda.
2. Attend a pre-bid meeting to explain any extraordinary conditions or designs and to answer questions regarding the plans.
3. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

V. CONSTRUCTION PHASE

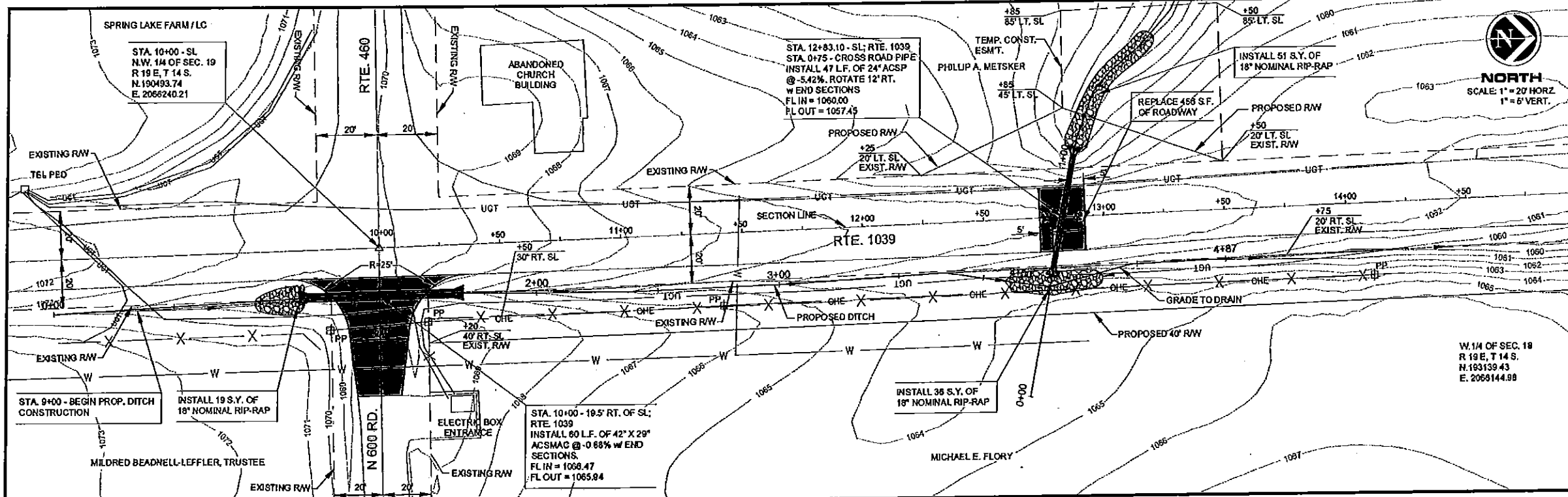
1. If requested by the County, attend a pre-construction meeting with the County and the contractor once the Project has been awarded to explain any extraordinary conditions or designs and to answer questions regarding the plans.
2. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.

3. Review and comment, or approve, each contractor's shop drawings and samples, the results of tests and inspections, and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents.
4. A separate agreement for construction inspection will be executed at a later date if desired by the County.

VI. GENERAL

1. Prepare the design plans for the Project for such parts and sections, and in such order of completion, as designated by the County and in conformance with the Project's current official schedule. Further, Consultant agrees to complete all design plan development stages no later than the due dates on the Project's current official schedule (Exhibit D), exclusive of delays beyond the Consultant's control.
2. Provide written monthly progress reports as detailed in Exhibit C.
3. The Consultant must notify County of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined before attending.
4. Written notes from any meetings with state, federal, or other agencies will be provided to County by the Consultant. These need not be "formal minutes" but notes on discussion topics and requirements imposed.
5. All documents must be provided in the current version of Microsoft Word as designated by the County at the time of execution of this contract.
6. All drawings must be prepared on 24"x36" sheets in general conformance with KDOT standards. Also, final plans, field notes, and other pertinent Project mapping records are to be provided to County on digital format, as detailed in Exhibit E.

VII. ITEMS CONSIDERED AS ADDITIONAL SERVICES

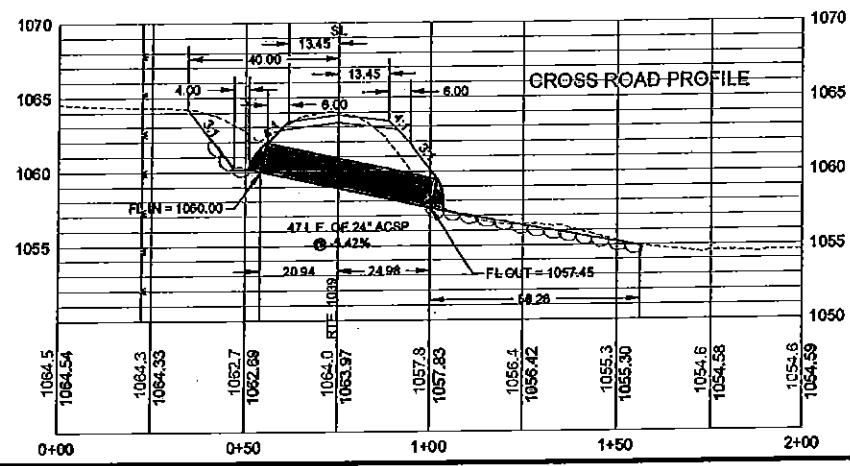
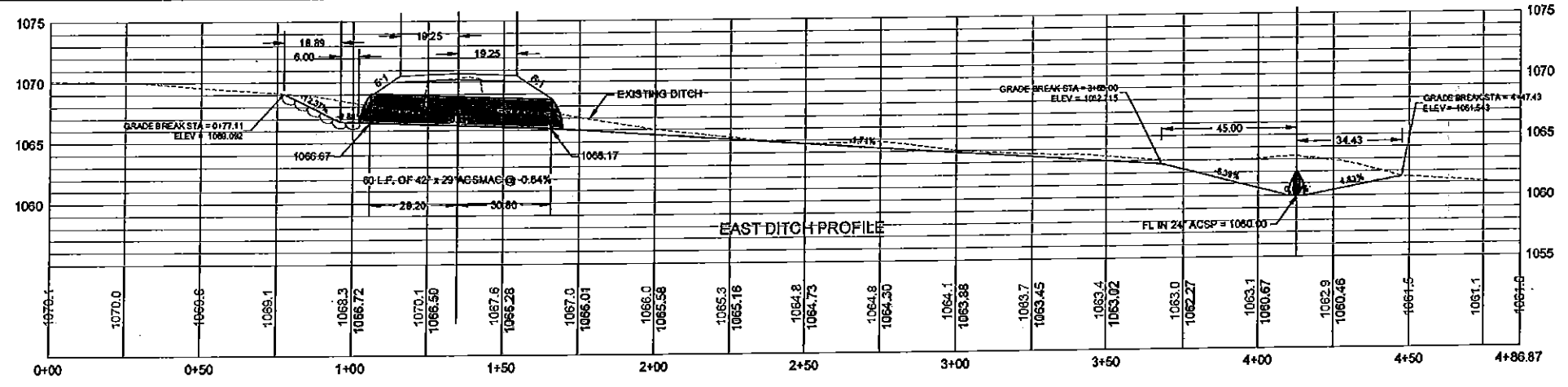


Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



PROJECT: ROAD RECONSTRUCTION FROM RIVERBEND
PROJECT NO.: 20100000000000000000
DESIGNED BY: AL
DRAWN BY: LA
CHECKED BY: VA
DATE: 7/20/10

W. 1/4 OF SEC. 18
R 19 E, T 14 S.
N. 193139.43
E. 2068144.98



PROPOSED DITCH
PLAN AND PROFILE
SHEET 1 OF 1

RTE. 460 / RTE. 1039 - METSKER PROPERTY

	A	B	C	D	F	I	J	O	Q	X	Z	AF	AG	AQ	AS	BH	BI
42		b) US-56 / 6 th Street Intersection	0	\$0												0	\$0
43		i. AM/PM peak hour turning movement counts	14	\$549			2	12								14	\$549
44		ii. Develop 30 year traffic projections	0	\$0												0	\$0
45		1. Growth Factor taken from arterial analysis	2	\$73			2									2	\$73
46		iii. Create Synchro traffic model for both Existing and Future traffic scenarios to determine Level of Service	6	\$253	2		4									6	\$253
47		1. Based on Level of Service, model lane configuration options based on capacity needs and geometric alignment needs due to proposed 6 th Street typical section to North.	6	\$253	2		4									6	\$253
48		2. Traffic signal warrant analysis of existing and future traffic scenarios.	6	\$253	2		4									6	\$253
49		c) Analyze horizontal and vertical alignment options	126	\$4,905	2	4	40	80								126	\$4,905
50		i. Create three (3) options with cost estimates for each	34	\$1,301		2	16	16								34	\$1,301
51		d) Assess access management opportunities	18	\$690		2	8	8								18	\$690
52		i. Meet with six (6) property owners to discuss combining/eliminating/modifying access to 6 th Street	12	\$476		12										12	\$476
53		e) Prepare and submit report	37	\$1,433	1	4	16	16								37	\$1,433
54		f) Submit agreed upon intersection improvements to KDOT for 30% review	5	\$198		1		4								5	\$198
55		7. Provide for services of a geotechnical consultant to determine the adequacy of subgrade and pavement condition. Complete a pavement evaluation and a determination of appropriate cross section and pavement to handle the design traffic volumes. Provide a written report concerning geotechnical findings and make written recommendations on pavement cross section for the Project.	0	\$0												0	\$0
56		a) Coordinate with Terracon	4	\$159		4										4	\$159
57		8. Design storm drainage systems to carry the 25 year storm event and otherwise in accordance with the current KC-APWA design criteria. Prepare a hydrologic and hydraulic analysis to establish recommendations concerning storm drainage design. Include pipe/box sizes, alignments, grades, drainage easements, and associated Project design items. Perform watershed analysis and computer flow modeling using either HECRAS, TR-20, SWMM, FIEC-2, or FIY-7 or other hydraulic software approved by the County. Provide a written report of the results of this hydraulic analysis with recommendations for this project and copies of the computer digital data.	4	\$213	4											4	\$213
58		a) Obtain electronic information for FEMA Flood Insurance Study for culvert crossing north of N400 Road West.	6	\$226		2	4									6	\$226
59		b) Model proposed system – All roadway crossings will be reinforced concrete pipe. All other proposed storm sewer not under the roadway will be corrugated metal pipe.	52	\$1,919		4	48									52	\$1,919
60		i. Develop Drainage Areas	0	\$0												0	\$0
61		ii. Space Inlet based on a width of spread of 12' from Back of Curb and an assumed time of concentration of 8 minutes.	0	\$0												0	\$0
62		c) Develop cost estimate and write report.	26	\$959		2	24									26	\$959
63		d) Complete preliminary design based on agreed upon alignment.	0	\$0												0	\$0
64		i. Size Pipes	22	\$837		2	12	8								22	\$837
65		ii. Space Inlets	42	\$1,594		2	24	16								42	\$1,594
66		iii. Develop Storm Sewer Profiles	30	\$1,166		2	8	20								30	\$1,166
67		9. Review alternative design concepts with the County and City prior to progressing to the detail aspects of the Project. Alternative concepts shall be discussed to determine the best horizontal and vertical alignments for the Project. Ensure design concepts accommodate a future sanitary sewer crossing as outlined by the City. County's and City's concurrence in the selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the information provided by Engineer.	0	\$0												0	\$0
68		a) Meet twice during the study phase	0	\$0												0	\$0
69		i. Prepare for meeting.	8	\$311		2	2	4								8	\$311
70		ii. Attend meeting.	8	\$305		4	4									8	\$305
71		iii. Distribute meeting minutes and action items.	4	\$159		4										4	\$159
72		10. Develop design criteria and submit design memorandum.	4	\$159		4										4	\$159
73		11. Prepare Field Check plans in sufficient detail for County/City and KDOT review. Field Check plans shall include the following sheets:	0	\$0												0	\$0
74		a) Title Sheet	13	\$504		1	4	8								13	\$504
75		b) General Notes and Quantities	25	\$968		1	8	16								25	\$968
76		c) Survey Reference Sheet	13	\$504		1	4	8								13	\$504
77		d) Typical Section	18	\$702		2	4	12								18	\$702
78		e) Right of Way Strip Map	22	\$861		2	4	16								22	\$861
79		f) Mainline Plan and Profiles with Storm Sewer Improvements	216	\$8,388		16	60	140								216	\$8,388
80		g) US-56 Intersection Plan and Profile with Storm Sewer Improvements (Estimated effort shown is based on the following assumptions: 1. The north three-lane section will tie in to the existing three-lane section at the intersection. 2. The southbound right turn lane is not needed. 3. The only widening will be on the south leg of the intersection on the west side. 4. Only one mast arm will need to be modified and the pedestrian signal pole on the southwest corner will need to be relocated.)	18	\$690		2	8	8								18	\$690
81		h) Sanitary Sewer Plan and Profile (Includes coordination with sanitary designer)	13	\$504		1	4	8								13	\$504
82		i) Reinforced Concrete Box Plan and Profile	16	\$617		2	6	8								16	\$617

	A	B	C	D	F	I	J	O	Q	X	Z	AF	AG	AQ	AS	BH	BI
118		3) Prepare all applications, exhibits, drawings, and specifications necessary to obtain all required permits including the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, U.S. Army Corps of Engineers 404 Permit, and/or the Kansas Department of Agriculture, Division of Water Resources permits and KDOT R/W Access permit. Applications should be prepared for the County's execution and submittal. Assist the County in obtaining permit approvals by furnishing additional information about the Project design. The County will submit and pay for all permits. If necessary, provide for inclusion in the specifications, a list of the permits which must be obtained by the construction contractor. This task does not include any submittal to FEMA. Any FEMA submittals will be considered additional and negotiated at a later date.	36	\$1,356			24	12								36	\$1,356
119		4) Prepare any necessary applications and/or other documents required by the State Historic Preservation Officer (SHPO) because of the project. Attend up to three (3) meetings with the SHPO or other historic preservation officials regarding any effects of the project on any registered historic properties adjacent to, or in the vicinity of, the project. Ensure engineering design of the project reflects SHPO requirements.	0	\$0												0	\$0
120		a) Coordinate with SHPO during design. (The estimated fee includes 4 hours of engineering time. Anything above the stated time estimated will be considered additional and negotiated at a later date.)	4	\$159		4										4	\$159
121		b) Prepare for meetings.	6	\$229		3	3									6	\$229
122		c) Attend meetings.	12	\$458		6	6									12	\$458
123		d) Distribute meeting minutes and action items.	6	\$238		6										6	\$238
124		5) The Office Check plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the <u>Manual on Uniform Traffic Control Devices</u> and the Kansas Department of Transportation standards. The traffic control plan requires submittal to County/City for review and approval prior to inclusion in the final design plans.	24	\$934		2	6	16								24	\$934
125		6) The Office Check plans shall include detailed stormwater pollution prevention plans (SWP3) as required by the State.	26	\$987	2		24									26	\$987
126		7) The Office Check plans shall accommodate a future sanitary sewer crossing as outlined by the City by showing a casing to be installed by the Project's contractor. The horizontal and vertical locations of the casing will be provided by others.	8	\$311		2	2	4								8	\$311
127		8) The Consultant shall prepare computations for all Office Check plan quantities and bid items. If requested by Douglas County and/or Baldwin City, the Consultant shall provide copies of design calculations and/or supporting documentation.	36	\$1,380		4	16	16								36	\$1,380
128		9) The Consultant shall design the plans in conformance with KDOT specifications. The Consultant shall design and detail all structures or improvements not covered by KDOT standard detail sheets or detail sheets provided by the supplier. (The estimated fee includes 8 hours of engineering time and 8 hours of technician time. Anything above the stated time estimated will be considered additional and negotiated at a later date.)	16	\$623		4	4	8								16	\$623
129		10) Address all Field Check comments from County/City staff and Bartlett & West internal quality control review.	26	\$1,007		2	8	16								26	\$1,007
130		11) As a minimum, the Office Check plans shall include the following:	0	\$0												0	\$0
131		a) Title Sheet	3	\$119		1		2								3	\$119
132		b) General Notes and Quantities	9	\$345		1	4	4								9	\$345
133		c) Survey Reference Sheet	7	\$272		1	2	4								7	\$272
134		d) Typical Sections	7	\$272		1	2	4								7	\$272
135		e) Right of Way Strip Map	3	\$119		1		2								3	\$119
136		f) Mainline Plan and Profile Sheets with Storm Sewer Improvements	168	\$6,568		16	32	120								168	\$6,568
137		g) US-56 Intersection Plan and Profile with Storm Sewer Improvements (Estimated effort shown is based on the following assumptions: 1. The north three-lane section will tie in to the existing three-lane section at the intersection. 2. The southbound right turn lane is not needed. 3. The only widening will be on the south leg of the intersection on the west side. 4. Only one mast arm will need to be modified and the pedestrian signal pole on the southwest corner will need to be relocated.)	11	\$424		1	4	6								11	\$424
138		h) Sanitary Sewer Plan and Profile (Includes coordination with sanitary designer.	7	\$272		1	2	4								7	\$272
139		i) Reinforced Concrete Box Plan and Profile	11	\$424		1	4	6								11	\$424
140		j) KDOT Reinforced Concrete Box and Wingwall Details (Assumes no special details are needed for retaining walls, wing walls or hand rail. Design for these additional items will be considered additional and negotiated at a later date.)	7	\$272												7	\$272
141		k) Intersection Detail Sheets, including curb return profiles	44	\$1,685		4	20	20								44	\$1,685
142		l) Grading Plan for End Section, Wing Wall and Area Inlet locations	60	\$2,332		4	16	40								60	\$2,332
143		m) Traffic Control Plan Sheets	15	\$589		1	2	12								15	\$589
144		n) Detour Plan Sheet	17	\$662		1	4	12								17	\$662
145		o) Develop Shoo-Fly Typical Section, Plan, Profile and Cross Sections	42	\$1,636		4	10	28								42	\$1,636
146		p) Develop Typical Section for placing millings on defacto detour on Eisenhower.	7	\$272		1	2	4								7	\$272
147		q) Stormwater Pollution Prevention Plan	17	\$662		1	4	12								17	\$662
148		r) Drainage Area Map	7	\$272		1	2	4								7	\$272
149		s) Hydrologic and hydraulic data for drainage systems	11	\$412		2	8	1								11	\$412
150		t) Permanent Signing Quantity Sheets	17	\$662		1	4	12								17	\$662
151		u) Traffic Signal Plans	14	\$571	2		4	8								14	\$571
152		v) Traffic Signal Details	14	\$571	2		4	8								14	\$571
153		w) KDOT Standard Detail Sheets	7	\$272		1	2	4								7	\$272
154		x) Earthwork Quantities, Cross Sections and Entrance Sections with existing and proposed grades	34	\$1,325		2	8	24								34	\$1,325
155		y) Miscellaneous Detail Sheets, non-standard details	19	\$736		1	6	12								19	\$736

**EXHIBIT C
PROGRESS REPORTS**

Progress reports shall include the following:

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

**EXHIBIT D
TENTATIVE PROJECT SCHEDULE**

Submit traffic engineering report with recommendations – February 14, 2011

Submit geological report with recommendations – February 14, 2011

Submit hydrological study and analysis with recommendations – February 14, 2011

Submit Field Check plans and estimate (allow 3 weeks for County-City review) – May 1, 2011

Submit right-of-way or easement legal descriptions, drawings, strip map – August 1, 2011

Submit Office Check plans and estimate (allow 3 weeks for County-City review) – Sept. 1, 2011

Submit Final Plans, Specifications, and estimate – November 1, 2011

Tentative Bid Date (5 weeks after final plans submitted) – December 15, 2011

The Maple Leaf Festival in Baldwin City is the third weekend in October. Road must be completed and open to all traffic by this time.

EXHIBIT E
CAD REQUIREMENTS

1. Software requirement: Civil 3D (Version 2010 preferred). A layer list for each project shall accompany the digital media. Ensure that all objects are on their proper layers.
2. Project drawings shall be developed by the Consultant using Civil 3D and made available to the County on digital media. Two sets of final plans will be submitted on 24"x36" bond paper and sealed by the professional engineer responsible for the project. These two sets of plans will be signed by the Director of Public Works for Douglas County. One set will be returned to the Consultant for their permanent records and one set will be retained by Douglas County for their permanent records.
3. Once all signatures have been placed on the plans, the Consultant shall provide a digital version of the final signed and sealed plans in both .pdf and .dwf format. Also, submit the base drawing, topographic drawing, and the sheet layouts in Civil 3D and .dxf format.
4. Acceptable Digital Media: DVD.
5. Compression Utilities: If a compression utility is used, save file(s) as "self-extracting" file(s).

MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works
Michael D. Kelly, L.S., County Surveyor

DATE : November 12, 2010

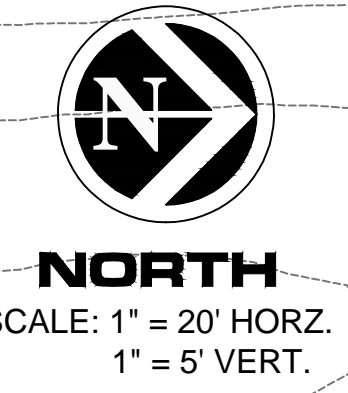
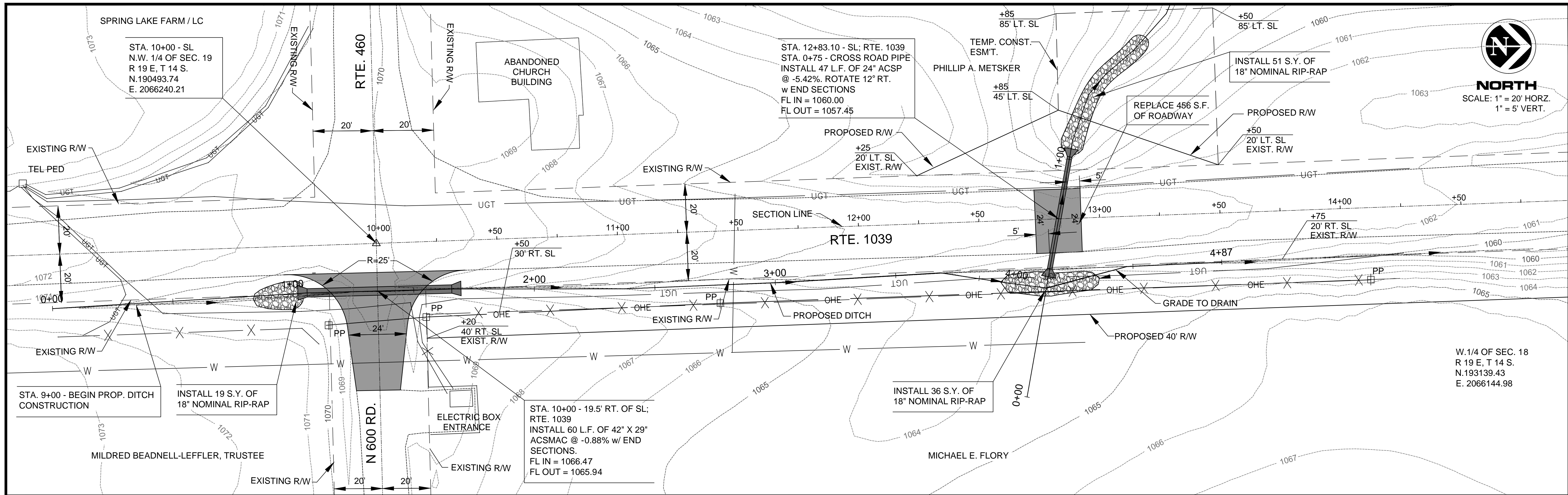
RE : Drainage Structure No. 6.05N – 8.00E
Acquisition of Easement; Consent agenda

A project has been designed to install a drainage structure located approximately two (2) miles south of Lone Star. Plans were developed in-house and negotiations with the pertinent landowners for permanent easement are nearing completion.

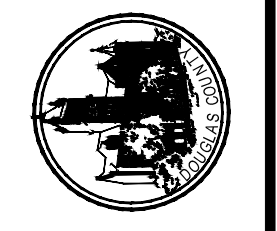
Construction is planned for in the next month, weather permitting, and will be accomplished using county personnel.

To ensure the proper completion of this construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

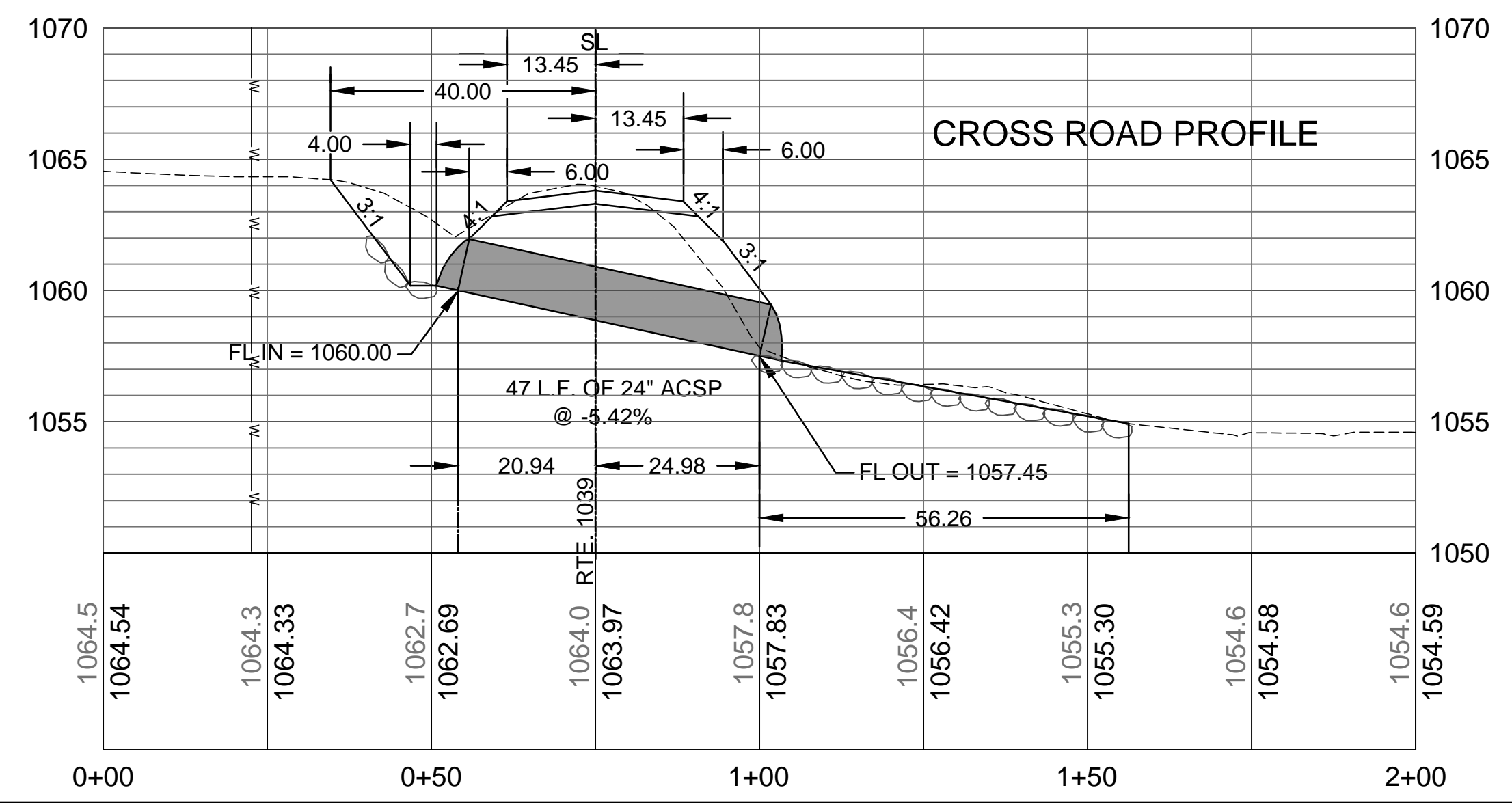
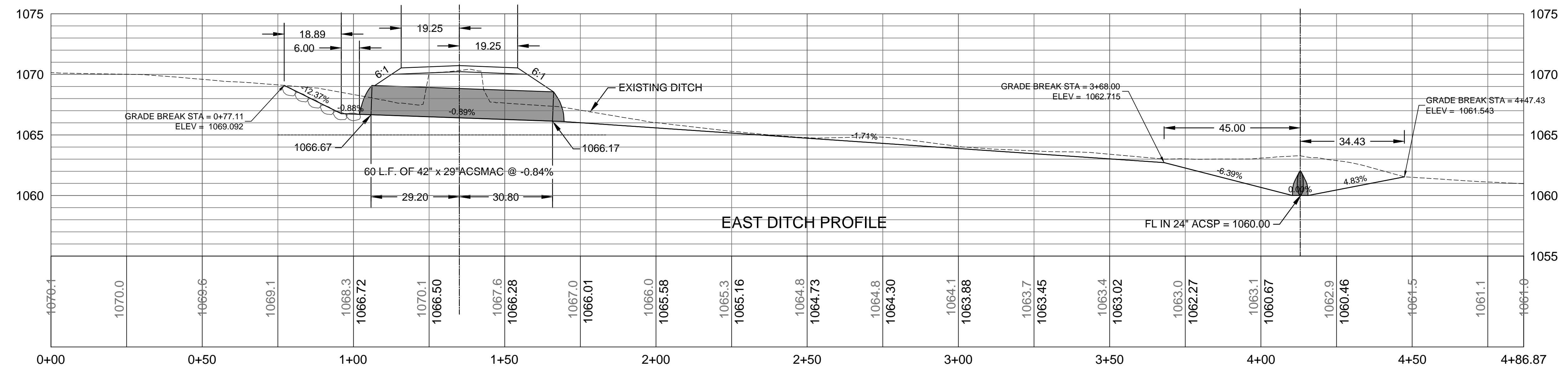
ACTION REQUIRED: Consent agenda approval to authorize Nancy Thellman to affix her signature to the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 6.05N – 8.00E.



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Project: ROAD RECONSTRUCTION AND STORM DRAINAGE
Project No.: METSKER PROPERTY
Designed By: AS
Checked By: T.G.
Drawn By: LH
Date: 7/2010



PROPOSED DITCH
PLAN AND PROFILE
SHEET 1 OF 1

RTE. 460 / RTE. 1039 - METSKER PROPERTY

MEMORANDUM

To : Board of County Commissioners

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

Date : November 11, 2010

Re : 2010-2011 Snow & Ice Control Manual

Attached for your review and approval is the 2010-2011 Snow & Ice Control Manual that outlines procedures for snow and ice fighting efforts on county-maintained roadways.

This year's manual differs from previous years' manuals in two important aspects:

1. Roads are classified according to traffic count, and service levels differ depending on road classification. In past years' policies, there was no differentiation among county-maintained roads regarding snow & ice fighting efforts.
2. The policy's stated snow & ice fighting goal is no longer "bare pavement" for every roadway.

We feel the previous "bare pavement" goal is not realistic system-wide given our resources. In addition, this year we are responsible for approximately four additional miles of paved frontage roads constructed by KDOT as part of the US-59 freeway construction project. In two years when the freeway construction project is complete, we will be responsible for approximately nine additional miles of existing US-59 highway.

While the following policies have not changed, you may hear from property owners on these issues:

- The mailbox repair/replacement policy (page 14) stipulates this department will repair mailboxes damaged by road maintenance equipment or displaced snow and ice from the snowplow. When mailbox installations are repaired, the mailbox installation will be reset on a 4"x4" wood post. Rigid or oversized mailbox supports will not be reset or allowed to remain.
- Clearing driveways including the windrow of snow left by snowplows at the edge of the road shall be the property owner's responsibility (page 5).

Action Required: Consider approval of the 2010-2011 Snow & Ice Control Manual.

Memorandum

City of Lawrence

Legal Department

TO: David L. Corliss, City Manager

FROM: Toni Wheeler, Director of the Legal Department

Cc: Scott McCullough, Director, Planning & Development Services
John Miller, Staff Attorney

Date: November 3, 2010

RE: Legal Requirements for Annexation of Venture Tract
Pursuant to K.S.A. 12-520c

This memorandum provides a brief overview of the procedures for the annexation of approximately 51 acres of land owned by Venture Properties, Inc.

Annexation Pursuant to K.S.A. 12-520c

The subject land is not adjacent or contiguous to the City's boundaries. It is located north and west of the City in Douglas County along Farmer's Turnpike and north of I-70. (The subject land is located east of the 155 acres that the City annexed along Farmer's Turnpike in 2008.) Because it is not contiguous to the City, the land may be annexed pursuant to K.S.A. 12-520c. This statute permits a city to annex land that is not adjacent to the city's boundaries if three conditions are met. First, the land is located in the same county as the city which is annexing the land. Second, the owner requests or consents to annexation. Third, the Board of County Commissioners finds and determines the annexation "will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county." (K.S.A. 12-520c) On September 21, 2010, the Governing Body received the property owner's petition for annexation.

In accordance with the City's annexation policy, the Governing Body referred the annexation request to the Planning Commission for a recommendation because the tract of land proposed to be annexed is larger than ten (10) acres in size. The Planning Commission considered the annexation at its regular meeting on October 27, 2010. The Planning Commission supported the annexation request on a vote of 8-0.

Procedural Requirements

The City must substantially comply with the statutory requirements for annexation set forth in K.S.A. 12-520c. When the City deems it advisable to annex land under this statute, the governing body, by resolution, requests the Douglas County Board of Commissioners make the required findings under the statute. The city clerk files a certified copy of the City's resolution with the Board of County Commissioners. The Board is required to make findings on whether the annexation of the land "will hinder or prevent the proper growth and development of the area or of any other incorporated city located within" Douglas County. The Board notifies the City of its findings within 30 days of receipt of the City's resolution. The Board's findings are spread at length on the Board's journal of proceedings,

however, the failure to do so does not invalidate the proceedings.

Unlike annexations under K.S.A. 12-520, consent annexations of non-adjointing land do not require notice, a public hearing, or a determination that the proposed annexation will not cause manifest injury "to the owners of any land proposed to be annexed, or to the owners of land in areas near or adjacent to the land proposed to be annexed or to the city if the annexation is disapproved." K.S.A. 12-521(c).

The final action required under the statute for the annexation is the adoption by the governing body of an ordinance annexing the property. If the Board of County Commissioners makes the required findings, the City has the legal authority to adopt an ordinance annexing the property, if the governing body deems it appropriate. The ordinance is published, and the city clerk files certified copies of the annexation ordinance with the county clerk, register of deeds and county election officer.

Notice to Rural Water District of City's Intent to Annex

HB 2283 which became effective July 1, 2010, requires notice to rural water districts. On September 27, 2010, the City Commission authorized the City Manager to provide written notice to Rural Water District No. 6 of the City's intent to annex the land and to provide the City's plan for the provision of water service in accordance with HB 2283. Under this legislation, the written notice must be provided not less than 60 days before the effective date of an ordinance proposing to annex the land. A copy of the City's notice is **attached (added 11/08/10)**. If the City designates a different water supplier for the annexed land, the City must purchase the property, facilities, improvements and going concern value of the facilities of the rural water district located in the territory, if any. The statute provides a procedure for determining the value of the property, facilities, improvements and going concern in the event the City and the rural water district cannot agree on the value. At this time, City staff recommends the rural water district continue as the supplier of water to the annexed land.



City of Lawrence KANSAS

CITY COMMISSION

MAYOR
MIKE AMYX

COMMISSIONERS
ARON E. CROMWELL
LANCE M. JOHNSON
MICHAEL DEVER
ROBERT CHESTNUT

DAVID L. CORLISS
CITY MANAGER

City Offices
Box 708 66044-0708
TDD 785-832-3205
www.lawrenceks.org

6 East 6th
785-832-3000
FAX 785-832-3405

September 29, 2010

Mr. Donald M. Fuston, Chairman
RWD#6, Douglas County, KS
1973 E 850th Road
Lecompton, KS 66050-4062

Re: City of Lawrence's Intent to Annex 51 Acres in
Rural Water District No. 6's Service Territory

Dear Mr. Fuston:

I am writing to inform you that at the September 28, 2010 Lawrence City Commission meeting, the City Commission authorized me to notify the Rural Water District No. 6 of the City's intent to annex approximately 51 acres of land in RWD No. 6's service territory. The legal description of the land to be annexed is attached hereto as Exhibit A. I am also enclosing a map identifying the 51-acre tract for your convenience.

In accordance with state law, this letter also sets forth the City's plan for water service to the annexed area. The City's plan for the provision of water service to the 51 acres is to permit Rural Water District No. 6 to provide water service to the annexed area. The City could amend its current contract with Rural Water District No. 6 to supply the rural water district with additional water, if the rural water district deems it necessary for it to provide the 51 acres of land with adequate water. If Rural Water District No. 6 is unwilling to supply the property with water at the service level required by the property owner, or if the City and District cannot agree to a contract for the provision of additional water from the City, the City will designate a different water supplier.

The property owner, Venture Properties, Inc., has consented to the annexation through its submission of a Request for Annexation application filed with the

Lawrence-Douglas County Metropolitan Planning Office. The City Commission will consider passing a resolution requesting the Board of County Commissioners of Douglas County to make a finding as required under K.S.A 12-520c that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County. If the Board of County Commissioners makes the necessary findings with respect to the annexation, the City Commission will have the legal authority to adopt an ordinance annexing the land, if the City Commission deems it appropriate. We are providing the notice of the City's intent to annex the 51 acres at this time to provide the Rural Water District No. 6 with advance notice of its plans and to comply with House Bill 2283.

If you would like to meet with me to discuss further the City's plans regarding this property, please contact my secretary, Bobbie Walthall at 832.3400 to schedule a meeting. I look forward to hearing from you on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Corliss". The signature is written in a cursive style with a large initial "D".

David L. Corliss
City Manager

Enc.

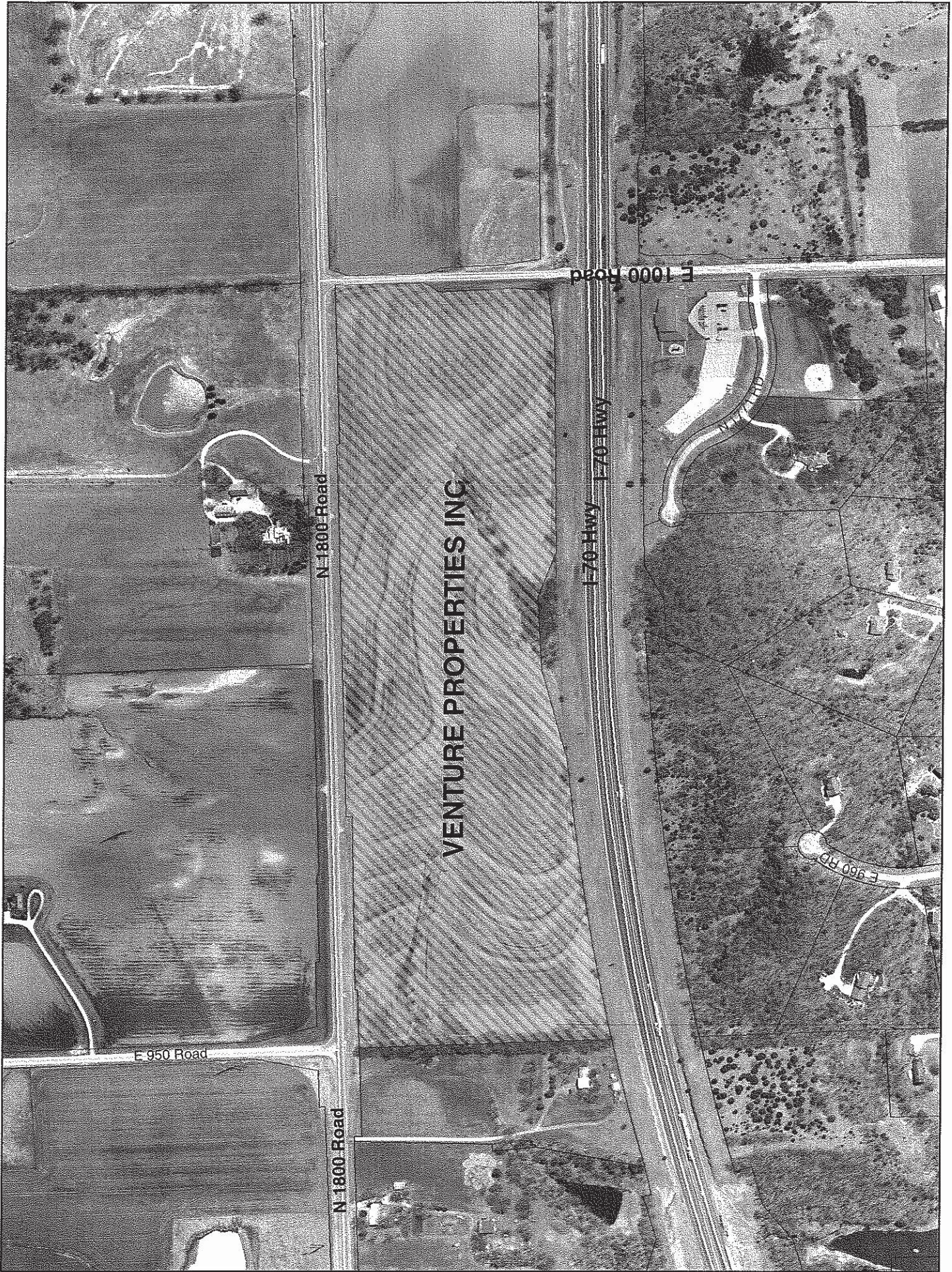
Cc: Mayor and City Commission
Mr. Gary H. Hanson, Stumbo Hanson, L.L.P.

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter (NE¼) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE¼) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE¼); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE¼); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.

DISCLAIMER NOTICE: This map is provided "as is" without warranty or any representation of accuracy, completeness, timeliness, or appropriateness for use for any purpose, including the use of this map. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts the limitations of the map, including the fact that the map is dynamic and is a constant state of information, correction and update.



Memorandum

City of Lawrence

Engineering

TO: David L. Corliss, Charles Soules
FROM: Matt Bond
Date: November 8, 2010
RE: Annexation – Kaw Valley Drainage District Concerns

Please include the following item on the City Commission agenda for consideration at the November 9, 2010 meeting:

ANNEXATION

This memorandum is in response to a [letter](#) from the Douglas County Kaw Drainage District expressing concerns within the Baldwin Creek Watershed. The letter specifically states a concern for "the impact of flooding downstream land". The proposed 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) was the trigger for the District's letter.

DEVELOPMENT WITHIN THE WATERSHED

An annexation of the property would require it to meet all of the stormwater management criteria just as if it were a contiguous part of the City. The property would be required to meet the allowable release rate of 1.8 cubic feet per second per acre for parcels greater than one half acre. In addition the property would also be subject to pay fees into the stormwater utility fund. Currently Douglas County does not have any stormwater detention requirements.

Douglas County Kaw Drainage District

901 KENTUCKY STREET
SUITE 206
LAWRENCE, KANSAS 66044
785/842-7900
FAX 785/841-2296

RECEIVED

NOV 05 2010

November 3, 2010

CITY MANAGERS OFFICE
LAWRENCE, KS

Lawrence City Commission
PO box 708
Lawrence, Kansas 66044

Re: 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).

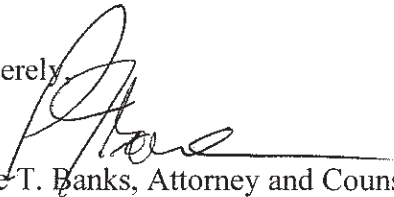
Honorable Mayor and Members of the City Commission:

The Douglas County Kaw Drainage District has previously expressed concerns regarding development within the Baldwin Creek Watershed and the impact of flooding downstream land. Additional impervious surfaces created by development will certainly exacerbate the problems facing downstream property owners.

The District has requested that the City of Lawrence and Douglas County engage in a Baldwin Creek Area Drainage study to determine the extent that land development activity is affecting the flooding problems in the area. The District is willing to participate in such a study.

Until this study is complete the District will recommend against any intense land development activity including the above-mentioned annexation.

Sincerely,



Price T. Banks, Attorney and Counselor

PLANNING COMMISSION REPORT
Regular Agenda – Non Public Hearing Item

PC Staff Report
10/27/2010

ITEM NO. 6A ANNEXATION OF 51.13 ACRES; SOUTHWEST CORNER OF N 1800 ROAD AND E 1000 ROAD (SLD)

A-9-3-10: Consider an Annexation request of approximately 51.13 acres, located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended). Submitted by Venture Properties, Inc., property owner of record.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

Staff recommends that the City Commission approve the requested 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 subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Reason for Request: *"This property has recently received a favorable staff review as an industrial site by city and county staff and a potential user of the site. It is in the urban growth area of Lawrence. It is designated for industrial uses in Horizon 2020 and the K-10/Farmer's Turnpike Plan.*

It is bounded by the Kansas Turnpike, a future industrial site, the Farmer's Turnpike and Queens Road; providing excellent transportation for an industrial site.

KEY POINTS

- September 21 of 2010, City Commission received annexation request.
 - Requests more than 10 acres are referred to the Planning Commission for a recommendation.
- This request includes approximately 51 acres to allow for industrial development.
- The property is located within the Lawrence Urban Growth Area.
- This request is accompanied by a rezoning request for IG (Z-9-13-10).

COMPREHENSIVE PLAN FACTORS TO CONSIDER

- Horizon 2020 – Chapter 4, Growth Management
- Horizon 2020 – Chapter 7, Industrial Development and its pending revisions
- Horizon 2020 – Chapter 8 Transportation and its pending revisions
- Horizon 2020 – Chapter 14 Specific Plans
- Sector Plan – K-10 and Farmer's Turnpike Plan

ASSOCIATED CASES OR OTHER ACTION REQUIRED

- Amended "Chapter 7 – Industrial and Employment-Related Land Use" Planning Commission on July 26, 2010, by Resolution No. PCR-6-4-10.
 - City Commission consideration of Comprehensive Plan Amendments scheduled for October 12 and 19, 2010.
 - Douglas County Board of County Commissioners tentatively scheduled consideration of Comprehensive Plan Amendments on October 27, 2010.
 - Publication of ordinance/resolution Chapter 7 – Industrial and Employment-Related Land Use anticipated early November 2010.
- After City Commission receives the Planning Commission's recommendation concerning the annexation request, City Commission may consider passing a resolution requesting the Douglas County Board of County Commissioners make a finding pursuant to state statute that, *"the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county."*
- The Board of County Commission will consider the City's request to make the necessary findings, if appropriate and notify the City of its decision.
- Adoption by City Commission of an ordinance annexing the property.
- Notice to Rural Water District No. 6 of the City's intent to annex.
 - City Commission authorized the City Manager to provide notice of the City's intent to annex the land to Rural Water District No. 6 on September 28, 2010.
 - Notice mailed to RWD No. 6 on September 29, 2010.
 - Staff meeting the Donald Fuston, Rural Water District Board Chair.
- Approval by City Commission and publication of Z-9-13-10 (A-1 to IG).
- Subdivision approval required as a pre-development step.
- Site plan approval required as a pre-development step.

PLANS AND STUDIES REQUIRED

- *Traffic Study* – Not required at this time.
- *Downstream Sanitary Sewer Analysis* – Not required at this time. End user required for analysis
- *Drainage Study* – Not required at this time.
- *Retail Market Study* – Not required at this time.

ATTACHMENTS

- Area map.
- Memo to City Commission – annexation referral
- Staff memo regarding notice to Rural Water District No. 6.
- City Commission minutes from September 21, 2010.
- Land use map – K-10 and Farmer's Turnpike Sector Plan.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- Jim Haines and Marguerite Emerling spoke in opposition to referring the annexation request to the Planning Commission at the City Commission on September 21, 2010.

EXISTING CONDITIONS

Current Zoning and Land Use: County A-1 (Suburban Home Residential) District; existing agricultural field.

Surrounding Zoning and Land Use: To the north; A (Agricultural) District; existing farms and residences.

To the south; A-1 (Suburban Home Residential) District; Oak Ridge Estates Subdivision. Includes developed and undeveloped residential lots and Morningstar Christian Church.

To the east; A (Agricultural) District; existing field.

To the west; A (Agricultural) District; existing field and residences.

Site Summary

Gross Area:	51.13 acres
Area Requested for Annexation:	51.13 acres
Urban Growth Area:	Service Area 4 as identified in <i>Horizon 2020</i> .

Project Summary:

This request is for industrial development. Annexation is a pre-development step.

Annexation Procedure

Kansas Law [12-519 *et seq.*] provides for annexation by ordinance of the City Commission. Lawrence City policy requires the Lawrence-Douglas County Metropolitan Planning Commission to review and make recommendations on all annexation requests in excess of ten acres. Upon annexation, the property is required to be rezoned to a compatible City zoning district. This request is accompanied by a rezoning application for IG.

Because this property is not adjacent to the city it is considered an "island" annexation. Additional requirements for this type of annexation include County Commission consideration and determination that the proposed annexation, "*will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county.*" This action is required prior to the passage and publication of an ordinance by the City annexing the property. Additionally, notice of the City's intent to annex the land, along with its plan for the provision of water service to the land being annexed is required to be sent to the Rural Water District serving the property not less than 60 days prior to the effective date of an annexation ordinance.

The subject property is currently served by Rural Water District No. 6. Kansas Statutes require the city to purchase the property, facilities, improvements and going concern value of the facilities, if any, of the district if the City designates a different water supplier to the land proposed to be annexed. The possibility exists that the site will continue to be served by Rural Water District No. 6 or another water supplier prior to the City of Lawrence extending city water service to the site.

The City of Lawrence Administrative Annexation Policy (AP-74) requires that the costs associated with compensation to a Rural Water District be paid to the City by the annexation applicant for Rural Water District facilities serving the property to be annexed. The subject property is served by Rural Water District No. 6.

General Location and Site Characteristics:

The property is located on the south side of N 1800 Road (Farmer’s Turnpike). The property is bounded along the south side by I-70 Kansas Turnpike and on the east by E 1000 Road (Queens Road). The property does not adjoin existing City limit boundaries along any property line.

- The area is currently farmed and includes two small areas with vegetation along the low lying drainage areas of the site.
- The property is located within the existing Lawrence Urban Growth Area and approximately 1 mile east of the Lecompton-K-10/I-70 interchange.

The property is currently zoned county A-1 (Suburban Home Residential). A residential subdivision was preliminarily platted for the property but expired. No additional platting of the property has been approved. This same zoning is located on the south side of the Kansas Turnpike. A platted residential subdivision and an existing church are located south of the Turnpike. Scattered rural residences can also be found along the County roads in the vicinity of the property.

The property is gently sloping from the northeast to the southwest with a stand of trees in the lowest areas consistent with the natural drainage of the site. The property is not encumbered by steep slopes or by regulatory floodplain.

Horizon 2020 recognizes the importance of high-quality agricultural land and that it is a finite resource. Within Douglas County the soils classified as type I and II are referred to as the capability class (chapter 7 *Horizon 2020*.) This site includes a portion of type II soils along the south side of N 1800 Road and extending to the southwest on the interior portion of the site, but contains no type I soils. This annexation request includes approximately 16.25 acres of type II soils on the subject property.

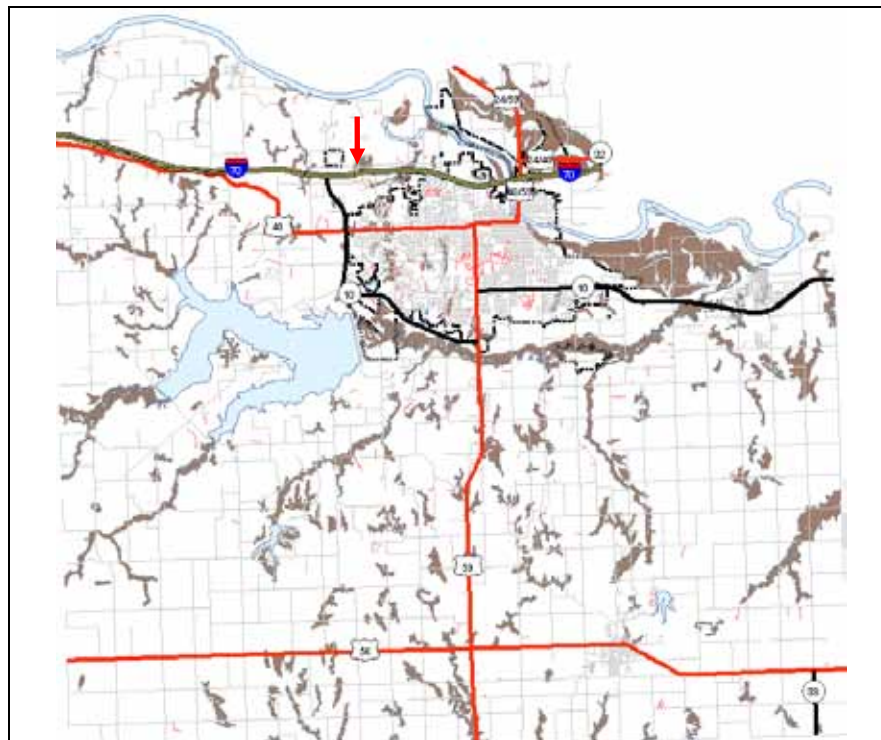


Figure 4. Locations of sites of 20 acres or more with Class I and II soils in Douglas County. Subject area shown with arrow.

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. 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.

Infrastructure and Utility Extensions

This section of the report addresses the existing and future utility infrastructure serving this site. This property is located in the unincorporated area of Douglas County. Development of the property requires extension of municipal City services or development of an interim service plan.

Sanitary Sewer

Sanitary sewer is not currently extended to this property. Such extension is necessary to support urban development. Details regarding the end user or users are required to assess downstream impacts on the utility. A specific development proposal has not been submitted.



The city is engaged in updating the Wastewater Master Plan. This study is not yet complete. Basic land use was provided to the Utility Department for the study based on the recently adopted K-10 and Farmer's Turnpike Plan. Anticipated uses include industrial development. This broad land use designation does not necessarily convey a specific amount of generated wastewater because data is use specific.

Items for consideration of public sanitary sewer service include the following:

- *City initiated master plan updated anticipate completion of study Spring 2011*
- *Option for single user vs. multiple users*
 - *Waive code standards to accommodate rural type development for temporary time period. This would allow some type of on-site treatment. The method of disposal would depend on the amount to be managed.*
 - *Coordination with the County Health Department and or KDHE regarding on-site management options.*

While an interim plan may be feasible for a single user, such a plan may not be appropriate for multiple users. A specific study of the watershed will be required to assess impacts on the current

municipal system and evaluate designated capital improvement projects that may be affected by development. Extensions of sanitary sewer mains are required for urban development. Approval of sanitary sewer public improvement plans are typically a requirement of the subdivision process.

Water

Extensions of water mains and adequate fire flow are required for urban development. Existing urban service is over 1 mile from the subject property. Rural Water District No. 6 has a facility located along N 1800 Road. Rural Water District No. 1 has a line located along N 1750 Road to the south of the property. (See page 2-7 *K-10 and Farmer's Turnpike Plan*)



The City's plan for providing water service to the 51 acres owned by Venture Properties, Inc. is to permit Rural Water District No. 6 to provide water service to the annexed area. The City could amend its current contract with Rural Water District No. 6 to supply the rural water district with additional water, if the rural water district deems it necessary for it to provide the 51 acres of land with adequate water. If Rural Water District No. 6 is unwilling to supply the property with water at the service level required by the property owner, or if the City and District cannot agree to a contract for the provision of additional water from the City, the City will designate a different water supplier. Rural Water District No. 1 may be amenable to supplying water to the area proposed to be annexed.

Items for consideration of public supply of water include the following:

- *Option for single user vs. multiple users.*
- *Quality of service for long run with single user.*
- *Synergy of development required to generate sufficient demand for service and to maintain quality.*
 - *Waive code standards to accommodate rural type development for temporary time period. This would allow a rural water district to provide service to the annexed area.*
 - *Amend current contract to assure available quantity of water available for development. This could include modifications to the existing agreements between the rural water district and the city regarding water supply.*

While an interim plan may be feasible for a single user, such a plan may not be appropriate for multiple users. A specific study of the water demand will be required to assess impacts on the current municipal system and evaluate designated capital improvement projects that may be affected by future development. Extensions of water mains are required for urban development. Approval of water line public improvement plans are typically a requirement of the subdivision process.

Stormwater

The property includes natural drainage ways across the property that flows generally from the northeast to the southwest. Regional detention is recommended for each watershed as areas develop. No such plan has been developed for this area at this time. Approval of stormwater public improvement plans are typically a requirement of the subdivision process.

Items for consideration of stormwater management include the following:

- *Regional Detention with development application.*
- *Easements for stormwater conveyance.*
- *Submission of a drainage study to assess the downstream impact.*
- *Assessment of the drainage structure at I-70 on the south side of the property.*

Public Rights-of-way

This segment of N. 1800 Road is also a designated principal arterial street. The same is true for E. 1000 Road. This designation will impact dedication of rights-of-way, access, and spacing with future development applications. The property is located within the vicinity of the I70/K-10 interchange. *Transportation 2030* identifies N 1800 Road as a Lawrence minor gateway. As such special attention will be merited during the development phases of the property to assure compliance with applicable design standards. Width of right-of-way along with necessary access control and geometric improvement considerations are typically assessed as part of the subdivision and site plan development processes.

Items for consideration of public streets and roads include the following:

- *Future improvements to KTA ROW for I-70 expansion.*
- *Road Maintenance N 1800 Road and E 1000 Road including snow removal.*
- *Geometric improvements with development.*
- *Access control with development.*
- *Dedication of ROW with subdivision platting process.*
- *Submission and review of a traffic impact study.*

Development of the area would include an assessment of roadway improvements abutting the property. Dual naming of such boundary line roads, maintaining both county and city names, for addressing purposes may be necessary for those properties outside of the annexation boundary.

KTA was advised of the proposed development. They have indicated that right-of-way needed for a future widening project has all ready been acquired. No additional right-of-way needs are anticipated. Additional review will be provided with subdivision plats and site plans for the property in the future.

Internal circulation and access to the abutting roads will need to be addressed with a specific development proposal. A traffic impact study will be required to evaluate proposed access options, separation requirements, geometric improvements, and similar items both internally and as development relates to the surrounding road network. No direct access is permitted to arterial

roads, per the Land Development Code, unless the City Engineer grants a waiver from this requirement which would be necessary given that the property is bounded by two arterial roads. A specific development plan has not been submitted to assess the full scope of transportation issues for this property. Street intersection spacing will be critical as the area develops and should be designed initially for best efficiency.

Emergency Responses Services

Key services include 911, fire protection, and police protection. The site is currently served by the County-wide 911 emergency medical response. Building addressing and street naming, as well as coordination of services between the City, County, and township providers, will be required and continuously reviewed throughout the development process.

Fire protection will depend on the proposed use, construction type, and available fire suppression systems for the site. Fire protection is also related to the availability of a municipal supply of water or some type of on-site storage device, to meet a minimum threshold. A similar request to the northwest of this site proposed an on-site water tower to aid in fire protection. This same method could be considered depending on the end user of this site. Assessment of services and fire protection will be required as part of a specific development proposal. Limited services to the site may limit future development in terms of size or intensity dependent upon the end user or users of the site.

Items for consideration of emergency responses include the following:

- *Adequate fire protection.*
- *Single user versus multiple users.*

Private utilities (Electric, gas, phone, etc)

Electric, phone and gas extensions will be made to this property as it develops. Specific development proposals are needed to determine services required for a specific user. Utility providers have been made aware of the proposed request. Westar provided the following comments during the review: *Only 1-phase service exists in this area. The closest 3-phase line is one mile east of this location that is capable of supporting a small load with installation of larger conductors for more ampacity. If this is a large industrial user, depending on load, upgrade to the 3-phase line (bigger wires) may be needed to carry the current service, which would then be 2 miles east of this location.* Generally the property can be served by private utility providers.

School facilities

The property is located in the Perry Lecompton school district (USD 343). The school district has been advised of this request.

COMPREHENSIVE PLAN:

Several chapters of *Horizon 2020* are applicable to this review. Applicable chapters include growth management, industrial development and transportation concerns. Additionally, the property is within the boundary of the *K-10 and Farmer's Turnpike Plan*.

Horizon 2020 – Chapter 4 Growth Management

Per map 3-1 in Chapter 3 of *Horizon 2020*, the General Plan Overview, and outlined in Chapter 4, Growth Management, the property is located within the Lawrence Urban Growth Area. Specific land uses for the area are identified in the *K-10 and Farmer's Turnpike Plan*. Growth management policies address the need to evaluate the development with respect to the provision of services,

protection of topographic and drainage features, and applicable land use criteria. *Horizon 2020* gives priority to properties that abut existing city limits and to voluntary annexation.

Horizon 2020 allows for the initiation of development within Service Areas, 2, 3, and 4 prior to the full build-out of Service Area 1 when wastewater capacity is clearly available; a plan for interim development for the provision of rights-of-way and easements is complete; and when comparable build-out of Service Area 1 has been addressed.

- The property does not abut existing city limits.
- This request is within the urban growth area and represents a voluntary request.
- Urban services are not currently available to this site.

Horizon 2020 also gives priority to developments that are consistent with adopted utility plans. General policies related to growth management address the need to evaluate the proposed development with respect to the provision of services, protection of topographic and drainage features and with respect to land use criteria. Additional detail is needed to assess these elements including a sanitary sewer impact study, service delivery plan for water and other utility extensions and public services such as fire protection. Additional information is needed regarding the extension of any interior street network to service this property. Reasonable options exist to address all of these elements as development progresses.

Horizon 2020 – Chapter 7 Industrial and Employment-Related Land Use

Existing: A key strategy related to industrial development states:

- *Increase community involvement in economic development activities, by partnering with the local business community and area educational institutions to bring new technology and investment to the region for the purpose of meeting the economic development job growth goal of securing twenty thousand new jobs in Douglas County by 2020.*

Approval of this request facilitates opportunities for industrial development consistent with adopted plans.

The existing Chapter 7 does not include the specific area. However, the recently adopted *K-10 and Farmer's Turnpike Plan* has been amended into *Horizon 2020* and includes the area as a future industrial site. A key strategy in *Horizon 2020* supports the development and increase in the number and diversity of jobs for the entire community (Douglas County as a whole).

Previous revisions to Chapter 7 brought together the importance of the natural environment and a diversified economy as a tool for development consideration. A feature of the plan is stated as follows: *Encourage site availability, site improvements, and community amenities which best respond to the market demands for industrial and business development while maintaining the community objectives for the type and quality of such development.*

- The chapter also defines various types of industrial uses.
- A specific development application has not been submitted.
- Recent changes to *Horizon 2020* include adoption of the area plan (K-10 and Farmer's Turnpike) and pending approval of revisions to Chapter 7 which references this sector plan.

Horizon 2020 – Chapter 7 Industrial and Employment-Related Land Use

Draft: Specific location criteria are included in Chapter 7. The plan has been updated (pending final approval and publication) to reflect the changes affected by the adoption of the *K-10 and Farmer's Turnpike Plan*. The proposed annexation request is located within the revised I-70 and K-10 description for new industrial areas. The Planning Commission considered these changes in July 2010. The City and County Commissions are scheduled to consider the revisions to the Comprehensive Plan during the month of October 2010.

The plan locational criteria for future industrial development were not altered as part of the recent changes. The proposed request complies with the locational requirements outlined in Chapter 7 including location within the UGA, feasible access to highway networks, and adequate size of land, outside of the regulatory floodplain and minimal average slopes.

Horizon 2020 – Chapter 8 Transportation

The transportation chapter provides goals and policies related to development and recognizes the relationship of transportation and land use planning. The plan acknowledges the importance of pedestrian and bicycle access as modes of transportation. Multi-modal transportation (rail and air), as well as ground transportation, are elements of consideration for development. More detail about transit recommendations is contained in *Transportation 2030*. A key feature of both plans is the balancing of land use, transportation, and environmental needs. As noted in previous sections of this report, N 1800 Road is a designated gateway. This will necessitate additional review as part of the plat and site plan process to assure quality development consistent with plan recommendations.

Goals addressing multi-use trails, sidewalks, and alternative modes of transportation can be implemented with specific development proposals. The requirements for traffic impact studies at the site specific level and the larger planning area are needed to identify necessary capital improvements to service the surrounding area as it develops. Assessment of land use will both predict and prescribe appropriate types of access needs. Detailed plans are needed to implement transportation goals and policies listed in *Horizon 2020*.

The proximity of the property to highways and arterial streets provides opportunities to develop the property with higher intensity uses that both need and can be served by excellent access.

The Transportation Plan notes long-term plans for widening I-70 (KTA facility) from 4 lanes to 6. Both KDOT and KTA have been advised of this request. Additional review of the property related to dedications of easements and rights-of-way will be evaluated as part of the subdivision and site plan process.

K-10 and Farmer's Turnpike Plan

This sector plan was adopted and published in 2009. The plan includes the subject property and designates the area as suitable for industrial development. Goals and policies of the plan support development that promotes additional employment opportunities and tax base expansion. The plan recommends development to urban densities while taking care to respect and protect the natural features currently in place in the area as a whole.

Industrial development is intended for, "*moderate to high-impact uses including large scale or specialized industrial uses geared toward utilizing K-10 Highway and I-70 for materials transportation.*"

Policies for development specifically address property along N 1800 Road. The plan states: *Structures along N 1800 Road (Farmer's Turnpike) should present a front face to N 1800 Road to add to the high quality aesthetics encouraged in the gateway.*

The plan further addresses gateway treatments, access, and circulation depending on the traffic generated and the size of land involved in a development proposal. These criteria will be further evaluated with future development applications for a specific user.

Summary Finding of Comprehensive Plan Review: This request is consistent with recommendations regarding future industrial development in the area. This request is consistent with recommendations that development occur within designated urban growth areas. The lack of available sewer and water service limits development opportunities for the property in the immediate future unless specific agreements for alternate service can be made.

DISCUSSION OF LAND USE AND REQUEST:

Annexation is an initial step of the development process. It is clear that development will be limited by the services available to support an end user. Additional agreements and approval must be executed regarding water supply and wastewater disposal.

Horizon 2020 supports a definitive approach that utility services and major street improvements should be in place prior to development. Significant municipal utilities must be extended to serve this area to support urban development.

Growth management is defined in *Horizon 2020* as the primary tool for ensuring timely and orderly growth. This tool includes establishment of an Urban Growth Area, service delivery areas and specific annexation policies.

Annexation Policy number 1 states that the "*City of Lawrence will actively seek voluntary annexation of land within the Urban Growth Area as development is proposed.*" The subject property is not immediately contiguous to existing city limits. Contiguity, as recommended per Annexation Policy number 2, is not provided for in this application. The Comprehensive Plan supports a proactive annexation plan that ensures adequate facilities and services. The Plan specifically recommends annexation of "*areas which are needed to complete sewer or water line extensions for a closed (looped) system*" per Growth Management Goal 3, Policy 3.2.a. The proposed request is inconsistent with this recommendation for annexation. Progressive annexation from existing boundaries northward is needed to fully comply with this recommendation. However, it should be recognized that some industrial uses can exist without City infrastructure and that adequate urban facilities and services could be provided if deemed necessary and if made a priority by the governing body.

The subject property is located within City of Lawrence Urban Growth Area. *Horizon 2020* supports the provision of adequate facilities and services or assurances of adequate facilities in connection with development. Public and private utilities must be extended and/or upgraded to serve this area. Sanitary sewer, water, off-site stormwater, and roadway improvements need to be identified and planned for extension and improvement for both the short term and long term delivery.

It is important to note that other policies, mostly contained in Chapter 7 (*Industrial and Employment-Related Land Use*) and its revisions support the subject site as a key industrial site in the city's future. Staff recognizes that while it will take time and effort to provide utility and other infrastructure to the general area, there is opportunity to plan for and permit some amount of development in the area so that any new construction meets the City's code requirements. This

ensures that when the area does develop to urban densities, it more seamlessly fits into the urban pattern. The I-70 interchange and surrounding area will be an important economic generator for the region and planning today for its eventual build-out is appropriate and valuable.

CONCLUSION

Horizon 2020 and the *K-10 and Farmer's Turnpike Plan* address land uses, infrastructure, transportation and other development opportunities for the area. Weighing all the policies, *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* support this request.

The development of the subject property requires consideration of adequate timing of providing the necessary infrastructure for basic utilities such as water and wastewater. Development of an interim plan for services, such as continued use of rural water and on-site wastewater disposal, would be required to serve development in the short term and is feasible and prudent for certain industrial uses. Such a plan should be tied directly to specific uses for development to mitigate potential harm to the surrounding area and to assure that adequate provisions are provided for integrating the development into the ultimate system when appropriate. This interim proposal may be sufficient to support a single user. Such a system will need to be assessed for multiple users (land divisions within the 51 acres.)

Staff recommends the Planning Commission forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

Staff recommends that the City Commission approve the requested 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 subject to the following conditions:

3. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
4. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Memorandum

City of Lawrence

Planning & Development Services

TO: David L. Corliss, City Manager

FROM: Planning Staff

CC: Diane Stoddard, Assistant City Manager
Cynthia Wagner, Assistant City Manager

Date: September 14, 2010

RE: Annexation of 51.13 acres

Please include the following item on the City Commission's September 21, 2010 agenda for consideration:

Requests to annexation of 51.12 more or less.

Background:

On September 13, 2010 Steve Schwada, representing Venture Properties, Inc. submitted an application for annexation and an application for rezoning property located on the south side of N. 1800 and on the west side of E. 1000 Road to IG [General Industrial District].

Per city policy, a request to annex over ten (10) acres should be referred to the Planning Commission for a recommendation.

Action Requested:

Receive annexation request and forward to the Lawrence Douglas County Metropolitan Planning Commission for consideration at their November regular meeting.

Memorandum

City of Lawrence

Legal Department

TO: David L. Corliss, City Manager

FROM: Toni Wheeler, Director of Legal Department

Date: September 22, 2010

RE: Annexation of 51 Acres – Notice to Rural Water District No. 6

Staff requests authorization to provide notice to Rural Water District No. 6 of the City's intent to annex approximately 51 acres of land adjacent to Farmer's Turnpike that is in RWD No. 6's service territory. The notice is required by House Bill 2283 passed by the 2010 Legislature and effective July 1, 2010.

Background

At its regular meeting on September 21, 2010, the City Commission received a petition and consent to annexation from Venture Properties, Inc. to annex approximately 51 acres of land immediately south of the Farmer's Turnpike. The City Commission referred the item to the Lawrence-Douglas County Planning Commission for its consideration.

At a future City Commission meeting, the City Commission may consider passing a resolution requesting the Board of County Commissioners of Douglas County to make a finding, as required under state law, that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County. If the Board of County Commissioners makes the necessary findings with respect to the proposed annexation, the City Commission would have the legal authority to adopt an ordinance annexing the land, if the Commission deems it appropriate.

Under HB 2283, the City must provide written notice to Rural Water District No. 6 of the City's intent to annex the land not less than 60 days before the effective date of an ordinance proposing to annex land into the City. The notice to the rural water district must include a description of the land to be annexed and the city's plan for providing water service to the land being annexed.

The City's plan for providing water service to the 51 acres owned by Venture Properties, Inc. is to permit Rural Water District No. 6 to provide water service to the annexed area. The City could amend its current contract with Rural Water District No. 6 to supply the rural water district with additional water, if the rural water district deems it necessary for it to provide the 51 acres of land with adequate water. If Rural Water District No. 6 is unwilling to supply the property with water at the service level required by the property owner, or if the City and District cannot agree to a contract for the provision of additional water from the City, the City will designate a different water supplier. Rural Water District No. 1 may be amenable to supplying water to the area proposed to be annexed.

Action Requested

Authorize the City Manager to provide written notice to Rural Water District No. 6 of the City's intent to annex approximately 51 acres of land owned by Venture Properties, Inc. located south of Farmer's Turnpike along with the City's plan for the provision of water service to the land being annexed.

EXHIBIT "A"

LEGAL DESCRIPTION

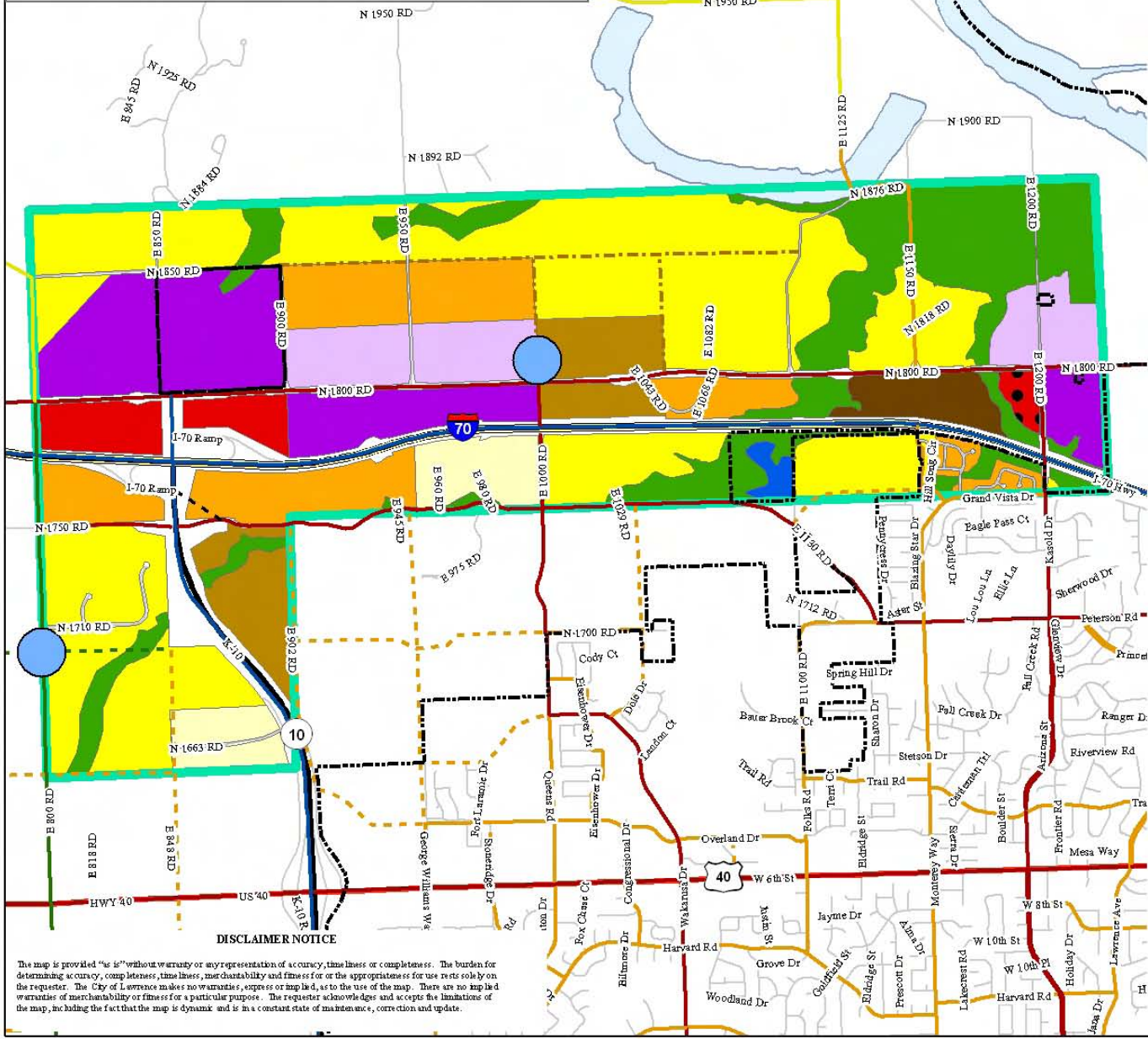
A tract of land located in the Northeast Quarter (NE¼) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE¼) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE¼); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE¼); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.

Please note: This map is intended to be used in conjunction with the plan text. The map is not scaleable.

K-10 & Farmer's Turnpike Plan

Map 3-1 Future Land Use

- Legend**
- Planning Area
 - City Boundary
 - Water Bodies
- Future land use**
- Very Low-Density Residential
 - Low-Density Residential
 - Medium-Density Residential
 - High-Density Residential
 - Residential/Office
 - Auto-Related Commercial
 - Neighborhood Commercial
 - Office/Research
 - Industrial
 - Public/Institutional
 - Open Space/Floodplain
- Neighborhood Commercial Center
- T2030 Future Thoroughfares**
- Future Freeway
 - Future Principal Arterial
 - Future Minor Arterial
 - Future Collector
 - Future Local
 - Freeway
 - Principal Arterial
 - Minor Arterial
 - Minor Collector
 - Collector
 - Street
- Plan Identified Thoroughfares**
- Future Collector

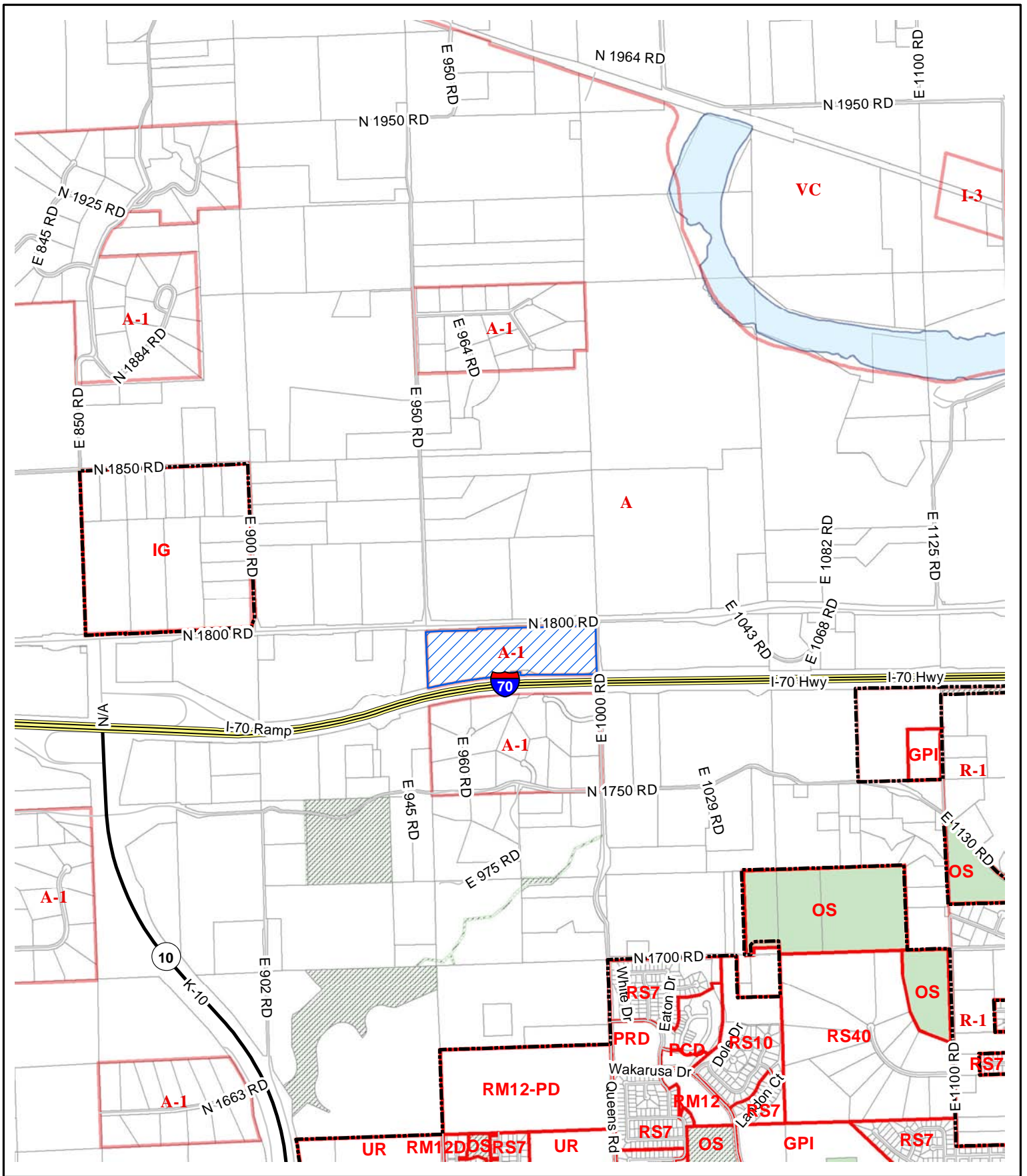


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November 3, 2008





A-09-03-10: Annex 51.13 acres
Z-09-13-10: Rezone 51.13 acres from A-1 to IG
SW corner of N 1800 Rd & E 1000 Rd





City of Lawrence
Douglas County

PLANNING & DEVELOPMENT SERVICES

Planning Commission October 27, 2010

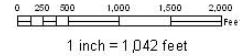
A-9-3-10 Annexation -
approximately 51 acres

Z-09-13-10; A-1 to IG



A-9-3-10/Z-9-13-10

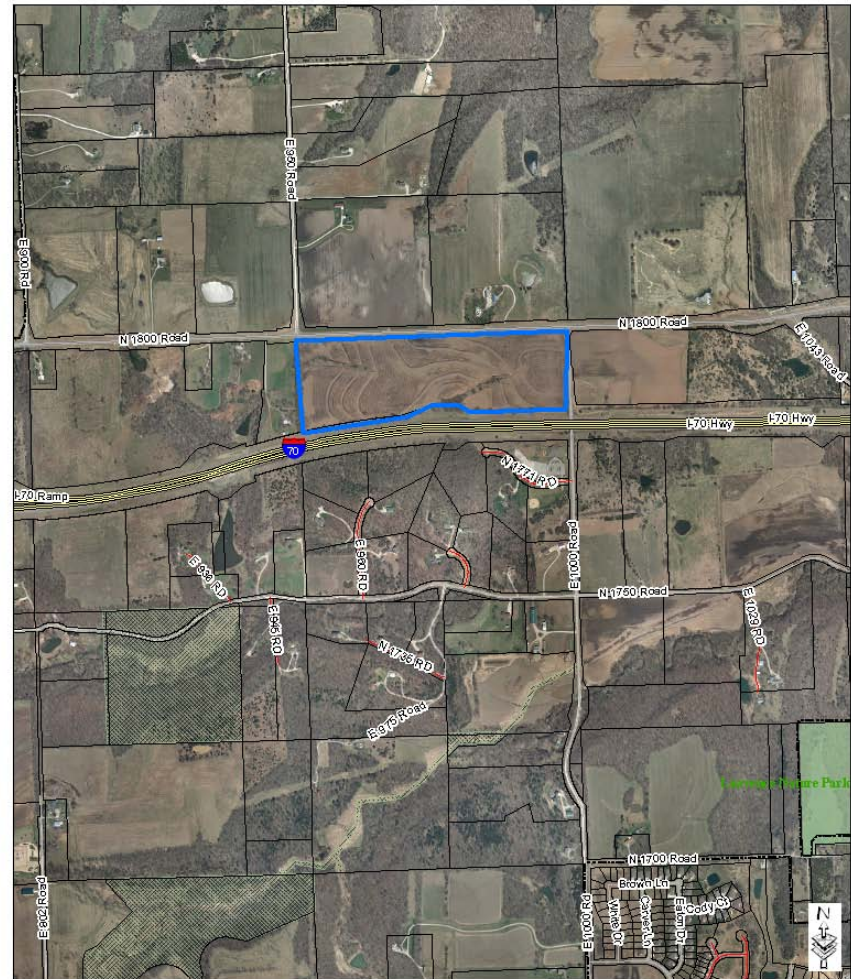
Subject Property



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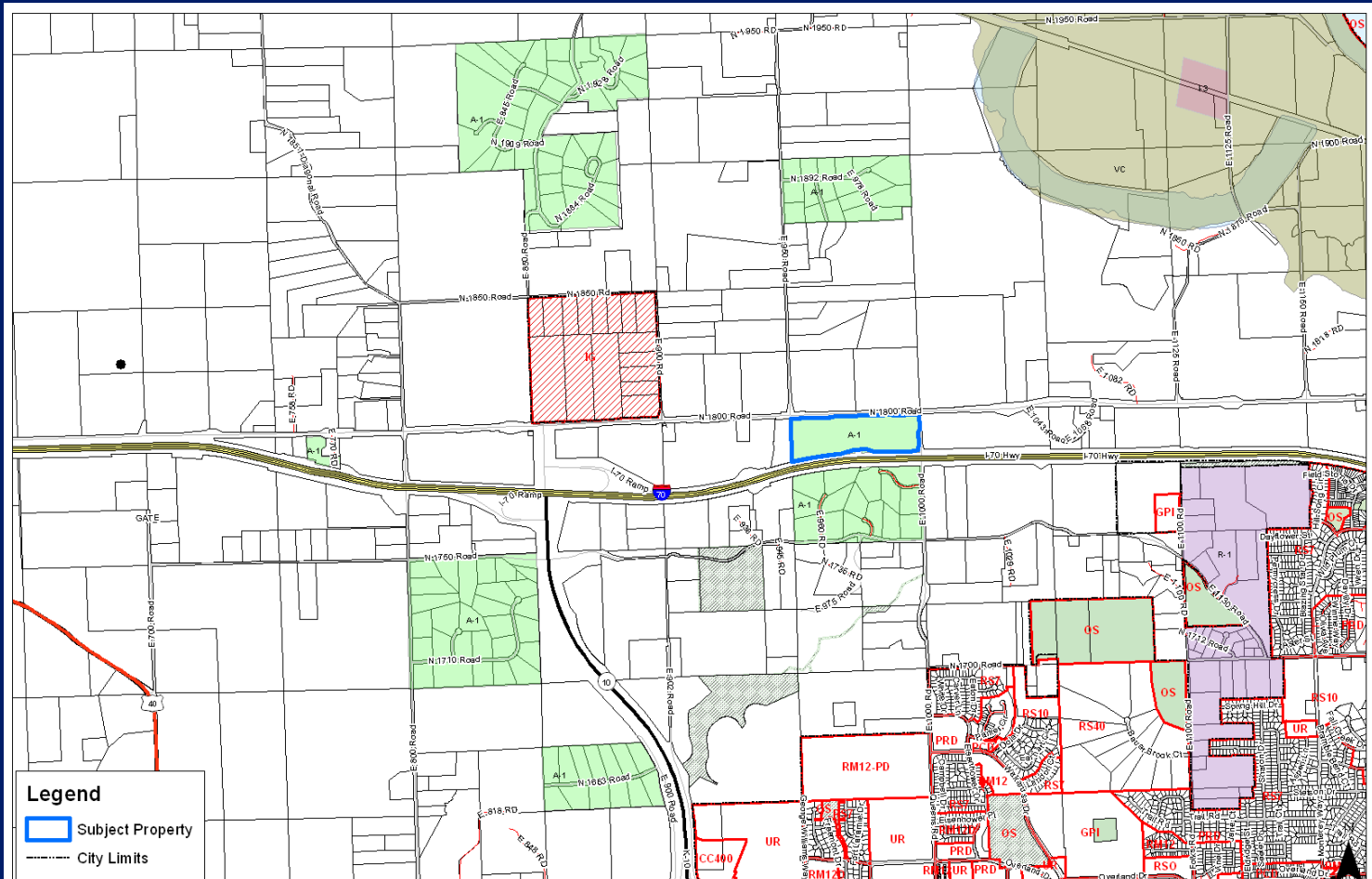
Proposed Annexation and Rezoning





A-9-3-10/Z-9-13-10

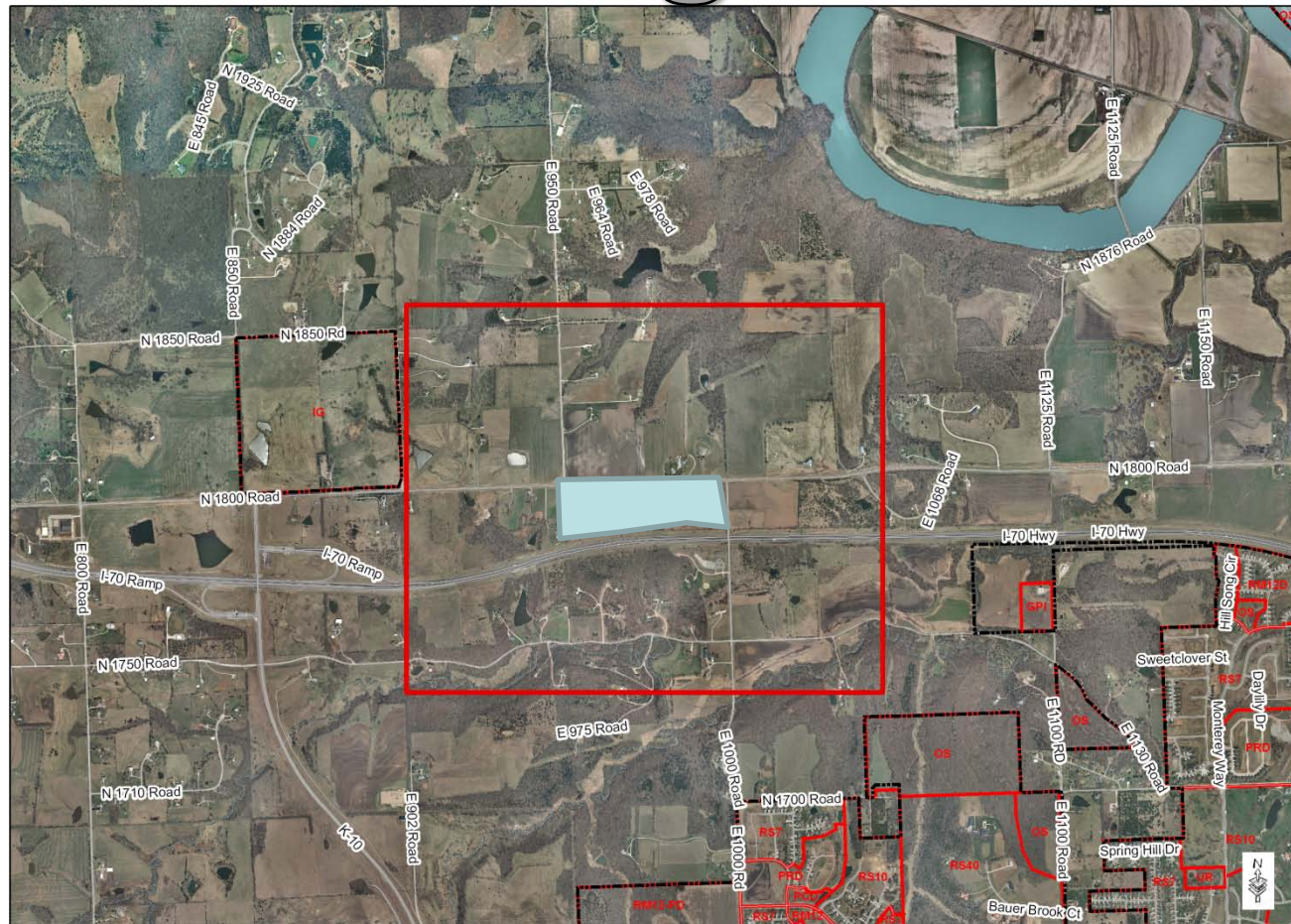
Surrounding Zoning





A-9-3-10/Z-9-13-10

Surrounding Land Use





View Looking East along N 1800 Road





View Looking West along N 1800 Road





View Looking Southwest





A-9-3-10/Z-9-13-10

Annexation – A-9-3-10; 51 acres

0 250 500 1,000 1,500 2,000 Feet

1 inch = 1,000 feet

Proximity to Sanitary Sewer

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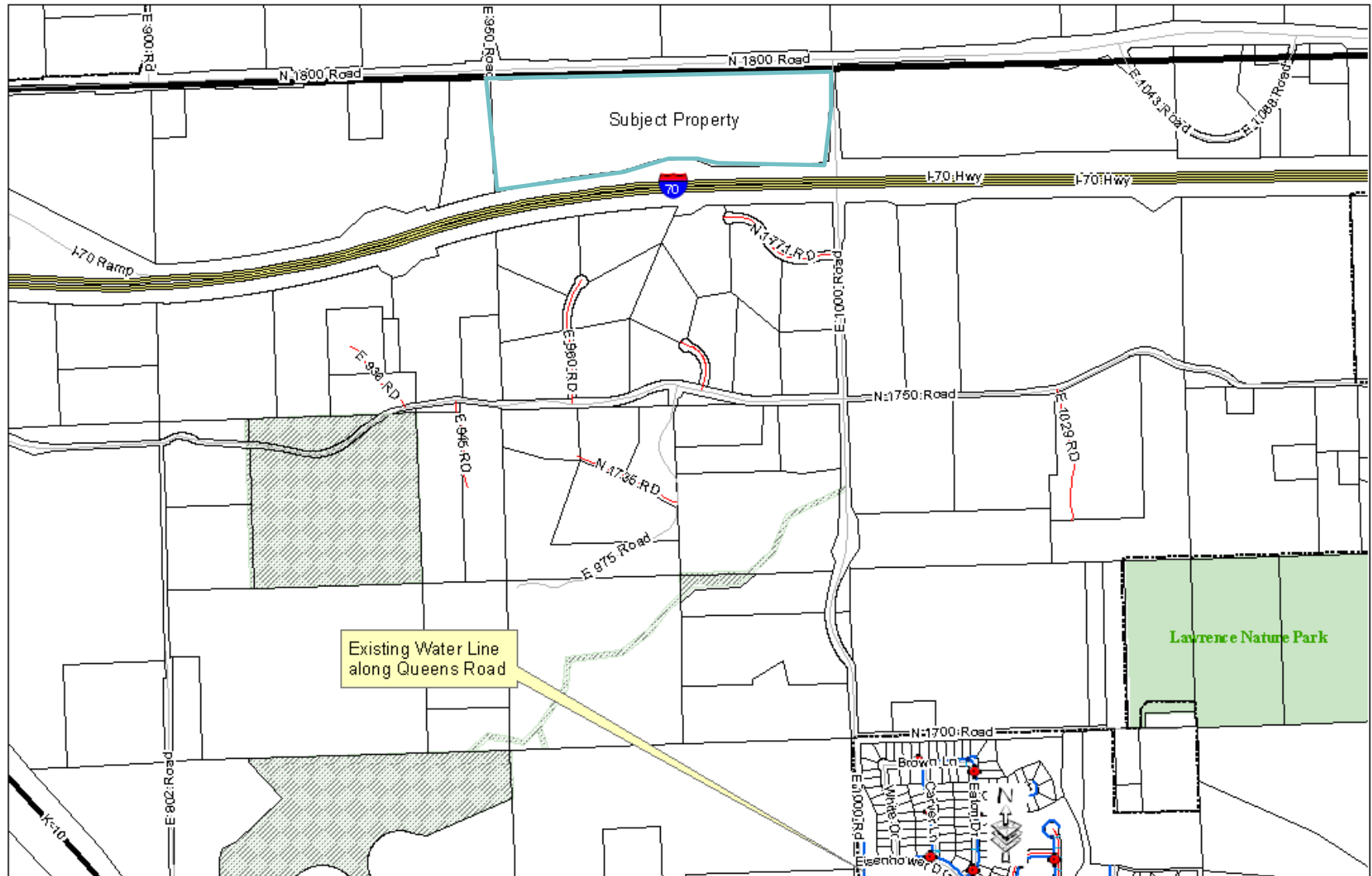
0 250 520 1,040 1,560 2,080
Feet

1 inch = 1,000 feet

Proximity to City Water

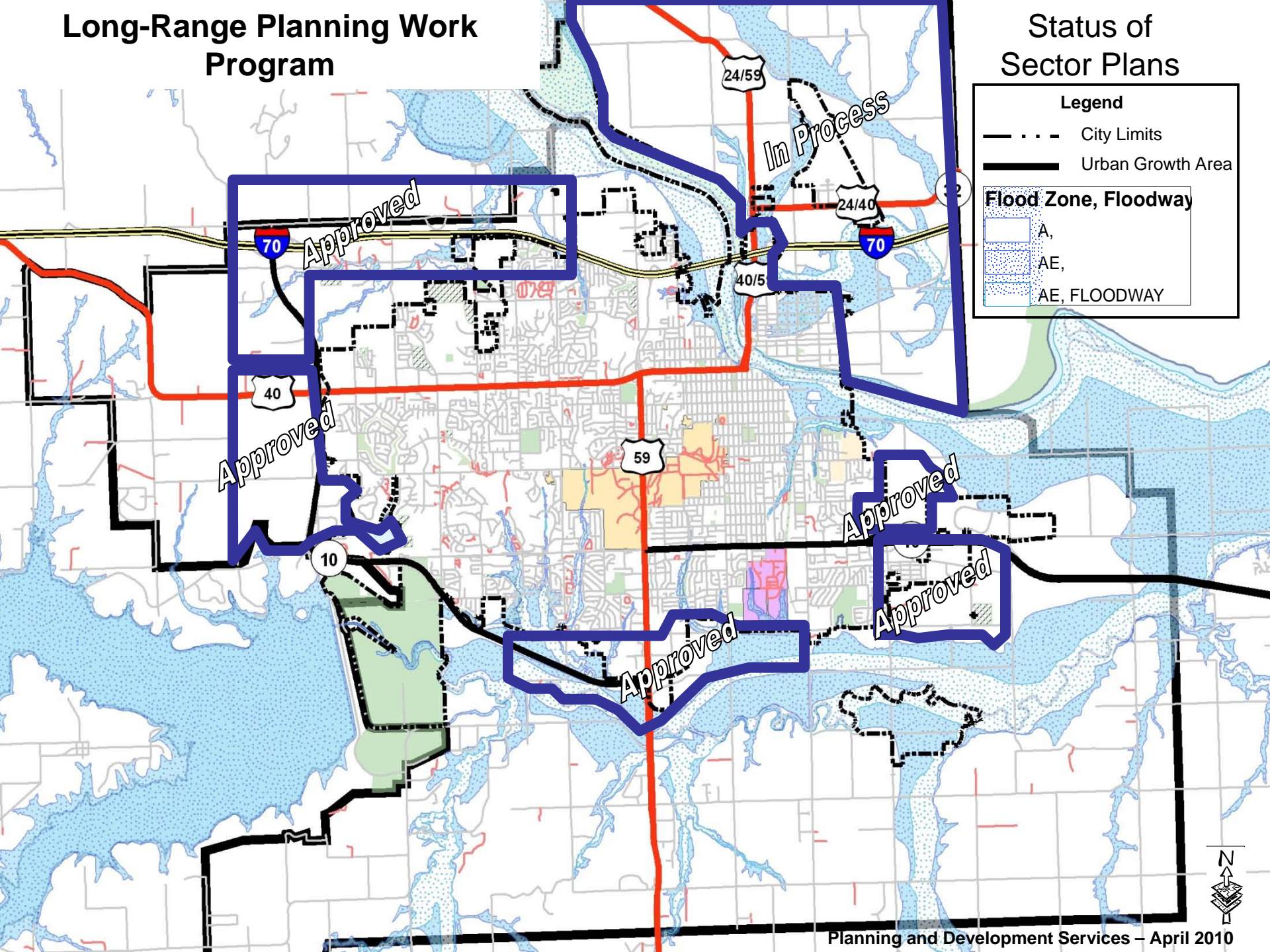
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Long-Range Planning Work Program

Status of Sector Plans





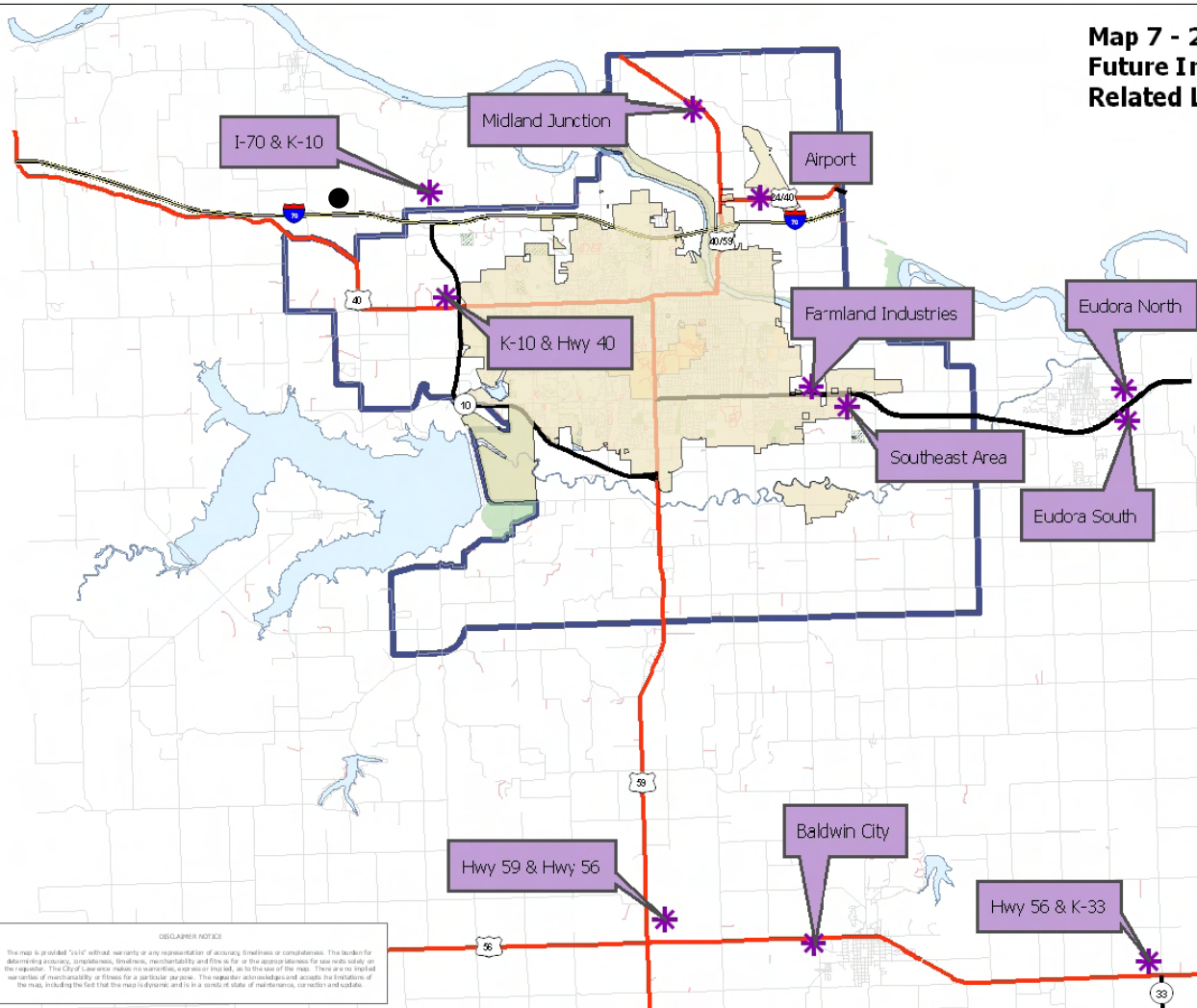
Horizon 2020 Map 7-2

Map 7 - 2, Potential Locations for Future Industrial and Employment Related Land Use

March 2008

Legend

- Future Industrial Sites
- City of Lawrence
- Urban Growth Area



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Planning Process – K-10 and Farmer's Turnpike Plan

- Process began in February 2008
- Issues & Opportunities Memo released March 27th
 - Approx. 400 letters and emails sent to stakeholders
- Draft completed May 2nd
 - Draft release & public meeting notice (approx. 400 letters and emails sent to stakeholders)
- Public meeting May 15th
 - Approximately 75 people attended
- 2nd draft completed May 23rd
 - 2nd draft release & PC meeting notice (approx. 400 letters and emails sent to stakeholders)
- Email sent to listserv (approx. 88) regarding June Planning Commission meeting May 30th
- Planning Commission meeting June 25th
 - No action taken



Planning Process Cont.

- Email sent to listserv regarding July Planning Commission meeting July 10th
- Planning Commission meeting July 23rd
 - directed staff to meet with a small group to try to reach a consensus
- Workshop meeting August 20th
 - 13 people, 3 staff, and 1 Planning Commissioner attended
- 2nd workshop meeting September 17th
 - Approx. 18 people, including 2 Planning Commissioners and 3 staff attended
- Revised draft posted October 17th
 - Email sent to 117 people on listserv
- Planning Commission meeting October 20th
 - Directed staff to meet a 3rd time with the workshop group
- 3rd workshop meeting October 30th
 - Approx. 8 people attended including 1 Planning Commissioner and 2 staff



Planning Process Cont.

- Revised draft posted November 10th with 2 land use map options
 - Email sent to listserv November 11th
- Planning Commission meeting November 17th
 - Recommended approval of the draft plan with option 1 future land use map (7-3)
- PC approved plan posted November 24th
- Email sent to listserv November 26th for City Commission meeting December 2nd
- City Commission meeting December 2nd
 - Deferred the item to the December 9th meeting



Planning Process Cont.

- Email sent to listserv December 3rd for City Commission meeting December 9th
- City Commission meeting December 9th
 - Approved the item and first reading of the joint ordinance resolution
- Notice sent on December 11, 2008 to townships and City of Lecompton by regular and certified mail for the January 6, 2009 City Commission meeting and the January 7, 2009 County Commission meeting
- Email sent to listserv December 18th for City Commission meeting January 6th and County Commission meeting January 7th
- City Commission Meeting January 6, 2009
- County Commission Meeting January 7, 2009
- Effective Date January 11, 2009



Process Summary

February 2008 to January 2009

February 2008 to January 2009

- Hearings/Meetings
 - 1 Public Meeting
 - 3 Workshop Meetings
 - 1 Planning Commission Mid-Month Meeting
 - 5 Planning Commission Hearings
 - 3 City Commission Meetings
 - 1 County Commission Meeting
 - Total – 14 public meetings
- Communication
 - 3 Stakeholder mailings
 - 400 pieces of mail (each)
 - 10 email notices (to listserv)



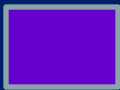
K-10 and Farmer's Turnpike Plan

“The Plan identifies appropriate land uses along an arterial road corridor and a highway interchange that aid in meeting a recognized need for industrial/employment center opportunities that will support the general health and prosperity of the region.”

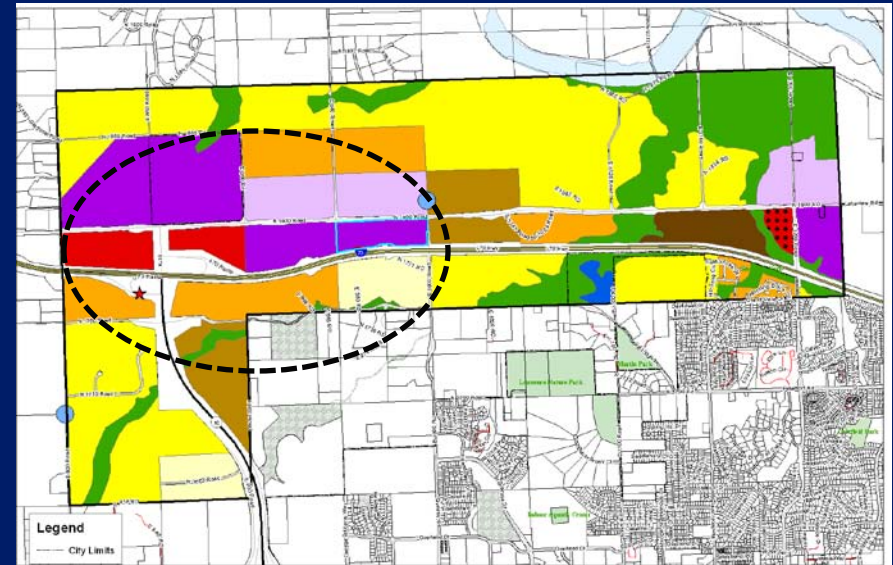
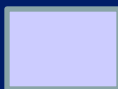
Plan Features:

- Large parcel development with minimal slope.
- Ideal for industrial and employment development - access to highway.
- High activity node.

Industrial



Office/Research





Zoning – Z-9-13-10; A-1 to IG

K-10 and Farmer's Turnpike Plan (page 3-9)

Recommendations

3.2 Land Use

“The intent of the industrial use is to allow for moderate to high-impact uses including large scale or specialized industrial uses geared toward utilizing K-10 Highway and I-70 for materials transportation.”

**K-10 and Farmer's Turnpike Plan
(page 3-9)**



Zoning – Z-9-13-10 A-1 to IG

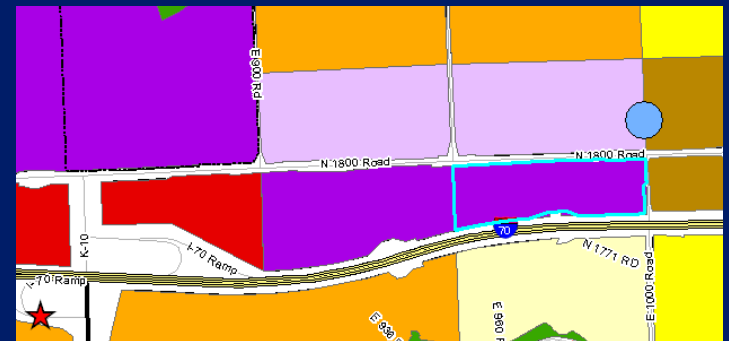
Recommendation 3.2.1.8

Intensity: Medium-High

Applicable Area:

- Area bound by N 1800 Road (Farmer's Turnpike) on the north, I-70 on the south, E 900 Road extended on the West and E 1000 Road on the east.”

K-10 and Farmer's Turnpike Plan
(page 3-9)





A-9-3-10 Summary

- Location in the Urban Growth Area
- Proximity to major transportation network
- Conformance with *H2020* and Sector Plan
- Industrial uses are associated with long lead time for development
- City engaged in facility planning for water and sewer
- Some industrial users can function with low utility impact.



A-9-3-10/Z-9-13-10

Zoning – Z-9-13-10
County A-1 to IG



Zoning – Z-9-13-10 A-1 to IG

20-216 IG, General Industrial District

- The IG, General Industrial District, is primarily intended to accommodate moderate- and high-impact industrial uses, including large scale or specialized industrial operations requiring good transportation Access and public facilities and services. The District is generally incompatible with residential areas and low-intensity commercial areas.



Zoning – Z-9-13-10; A-1 to IG

Industrial as a use type:

- **20-1735 Industrial, General**
 - Production, processing, assembling, packaging or treatment of food and non-food products; or manufacturing and/or assembly of electronic instruments and equipment and electrical devices. General Industrial uses may require Federal air quality discharge permits, **but do not have nuisance** conditions that are detectable from the boundaries of the subject property.
- **20-1736 Industrial, Intensive**
 - Manufacturing, processing, or assembling of materials (for uses described above in the "General Industrial" use type classification) in a manner that would create any of the commonly recognized nuisance conditions or characteristics.
- **Nuisance conditions can result from any of the following:** continuous, frequent, or repetitive noises or vibrations; noxious or toxic fumes, odors, or emissions; electrical disturbances; or night illumination into residential areas. Exceptions: Noise and vibrations from temporary construction; noise from vehicles or trains entering or leaving the site; noise and vibrations occurring less than 15 minutes per day; an odor detected for less than 15 minutes per day; noise detectable only as part of a composite of sounds from various off-site sources.

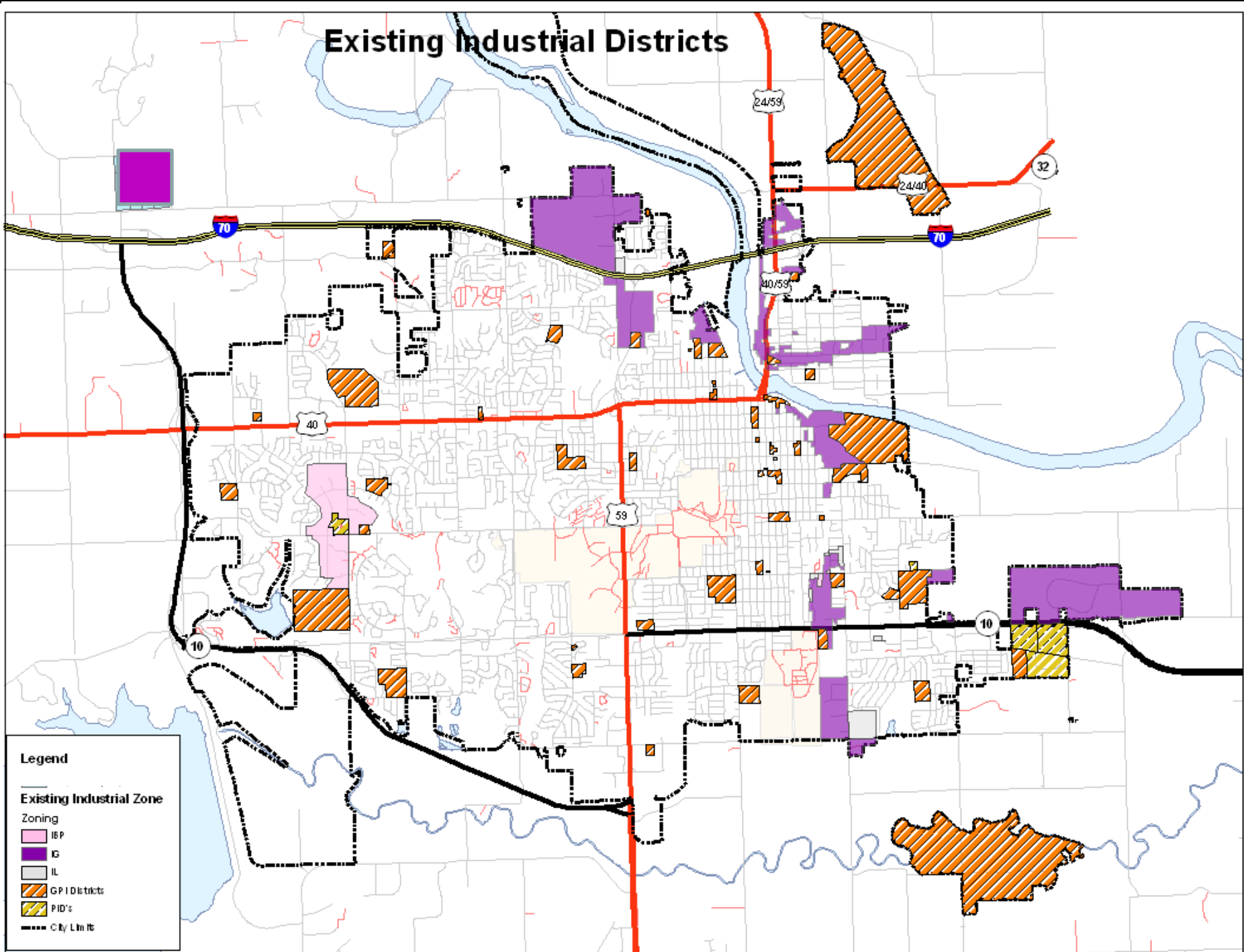


Use Group		IBP	IL	IG
Industrial Facilities	Explosive Storage	-	-	P
	Industrial, General Example: Pur-O-Zone Hallmark Cards Allen Press	-	P	P
	Industrial, Intensive Example: Penny Ready-mix LRM Hamm	-	-	P



Use Group		IBP	IL	IG
Retail Sales and Service	Building Maintenance	-	P	P
	Personal Convenience	-	P	-
	Retail Sales, General	-	P	-

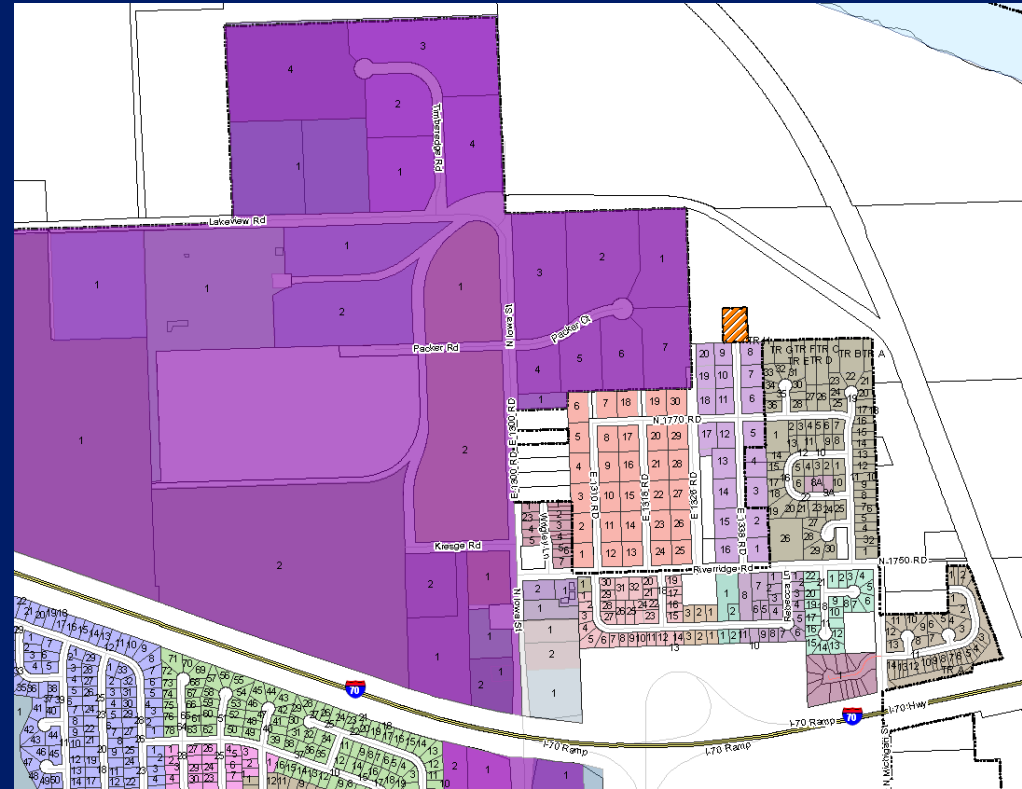
Existing Industrial Districts





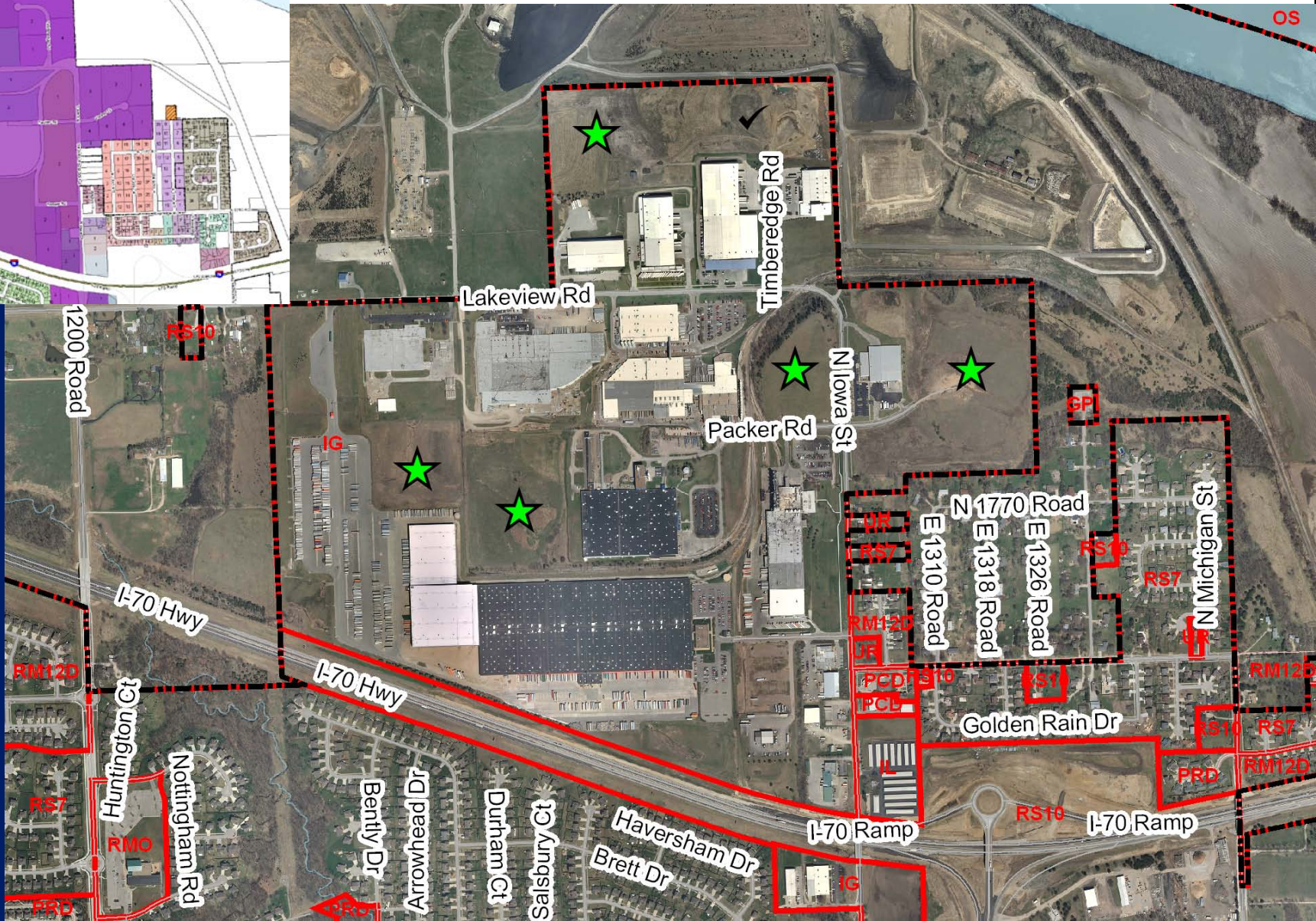
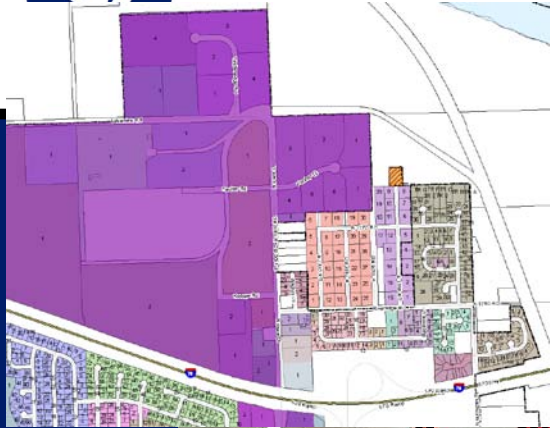
Santa Fe Industrial Area

- IG
 - M-2 Originally
- 379 acres with 88 acres available
5-6 acre pad sites typical
- Changes since 2008
KU Transit (7.04 acres)





Santa Fe Industrial Area

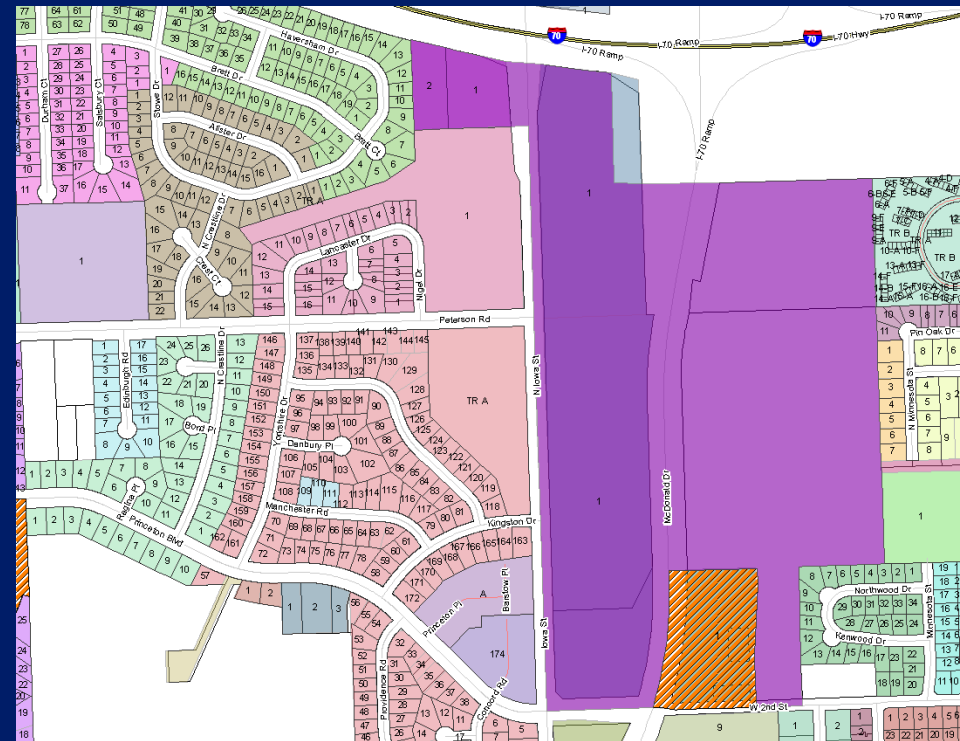




Hallmark

- IG
- M-2 originally
- 32 acre site with additional 45+ acres to the east

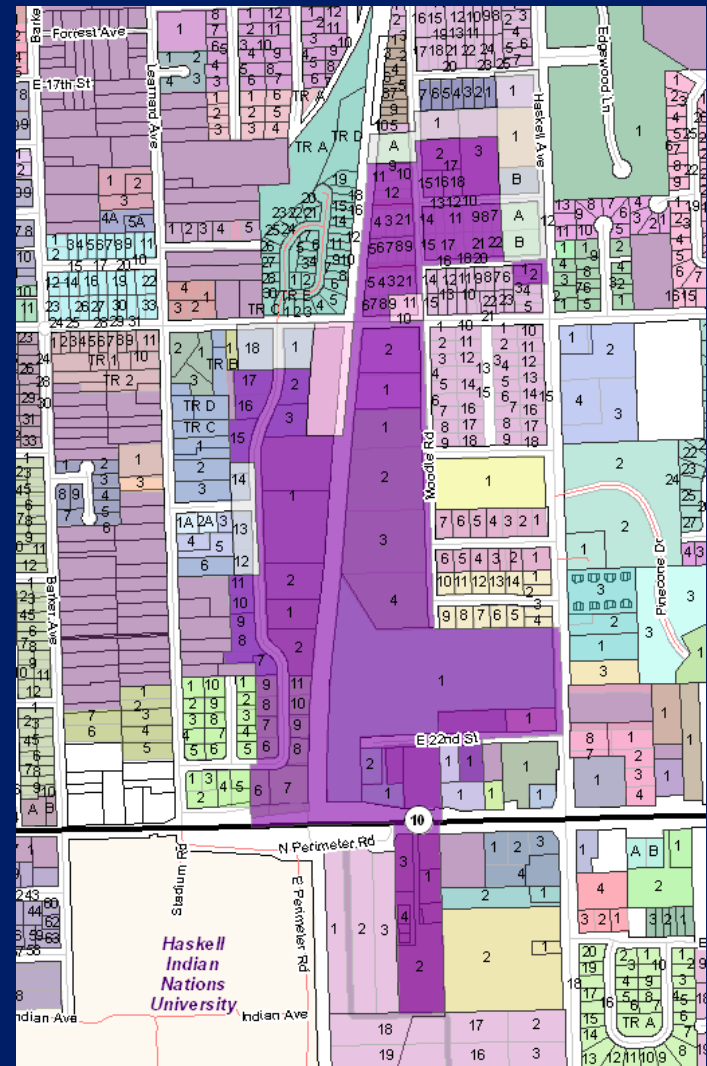
Since 2008 – south portion rezoned to IL, proposed hotel, contractor shop, distribution use





Santa Fe Rail Road Corridor

- IG predominant
- IBP and IL along 19th Street
- Original M-2 with M-1 and M-1A along 19th Street
- 96 acres (est)
- 4 pad sites 1-3 acres
- **Since 2008 – No Change**

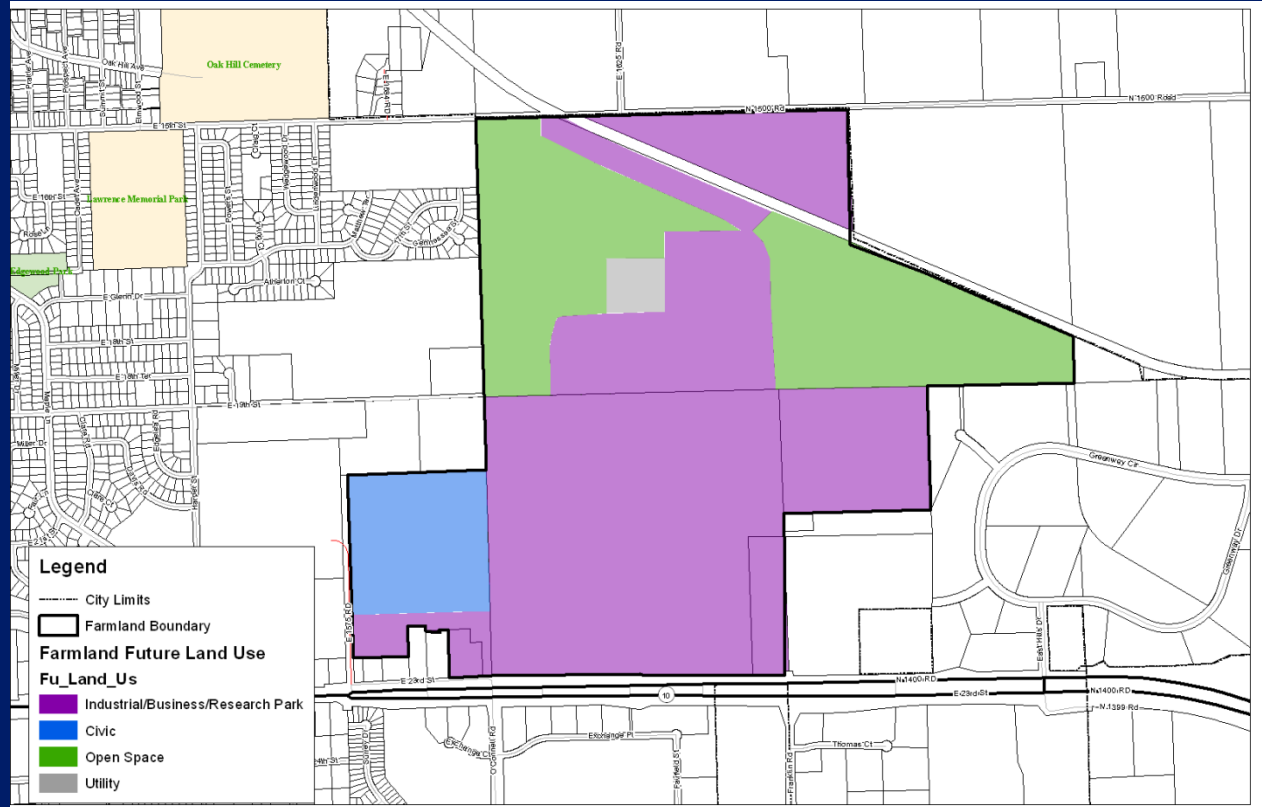




Farmland

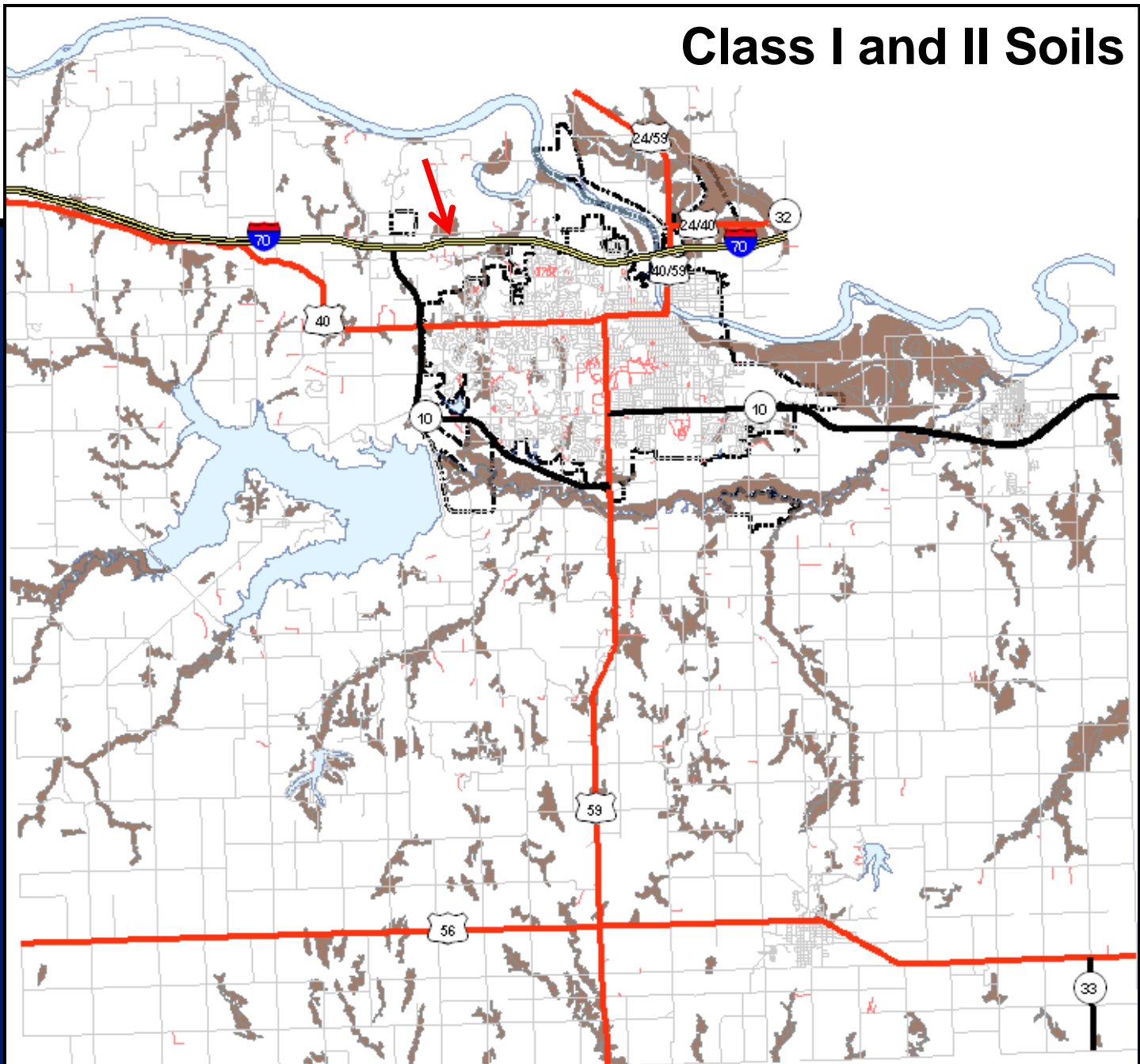
- Plan Approved by :
- PC 11/28/07
- CC 3/11/08
- BOCC 3/31/08

- City acquired on 9/29/10



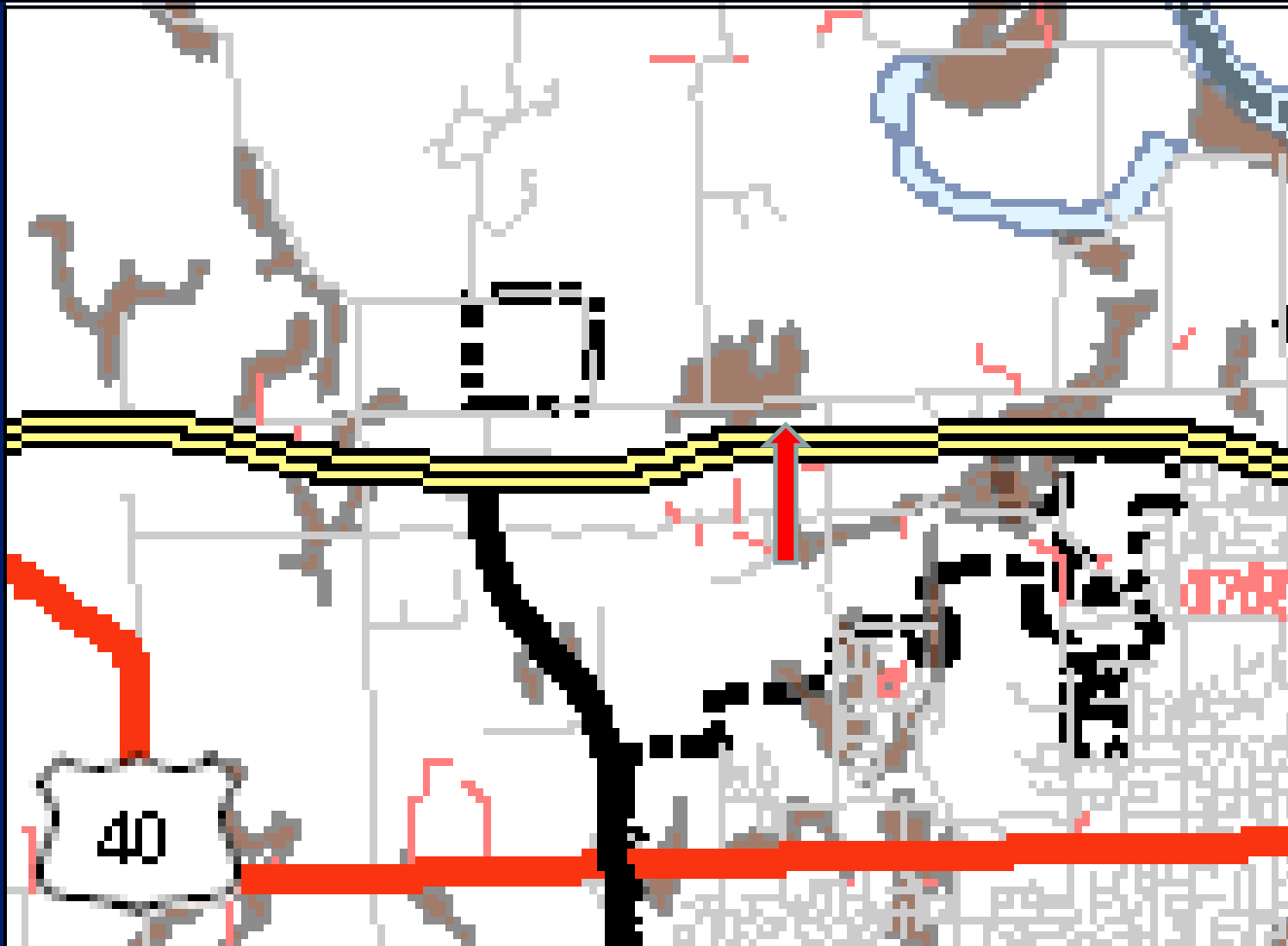


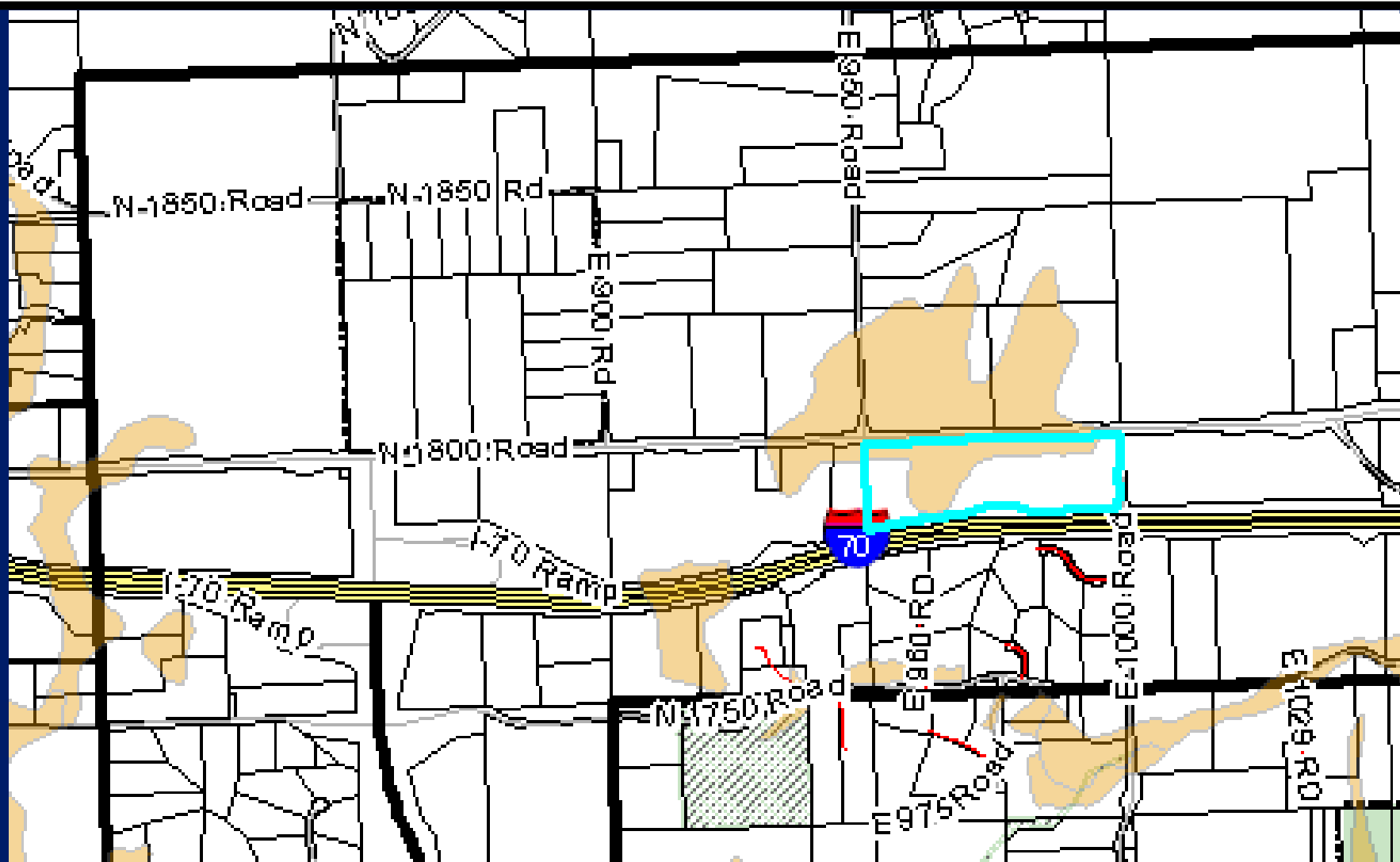
Class I and II Soils

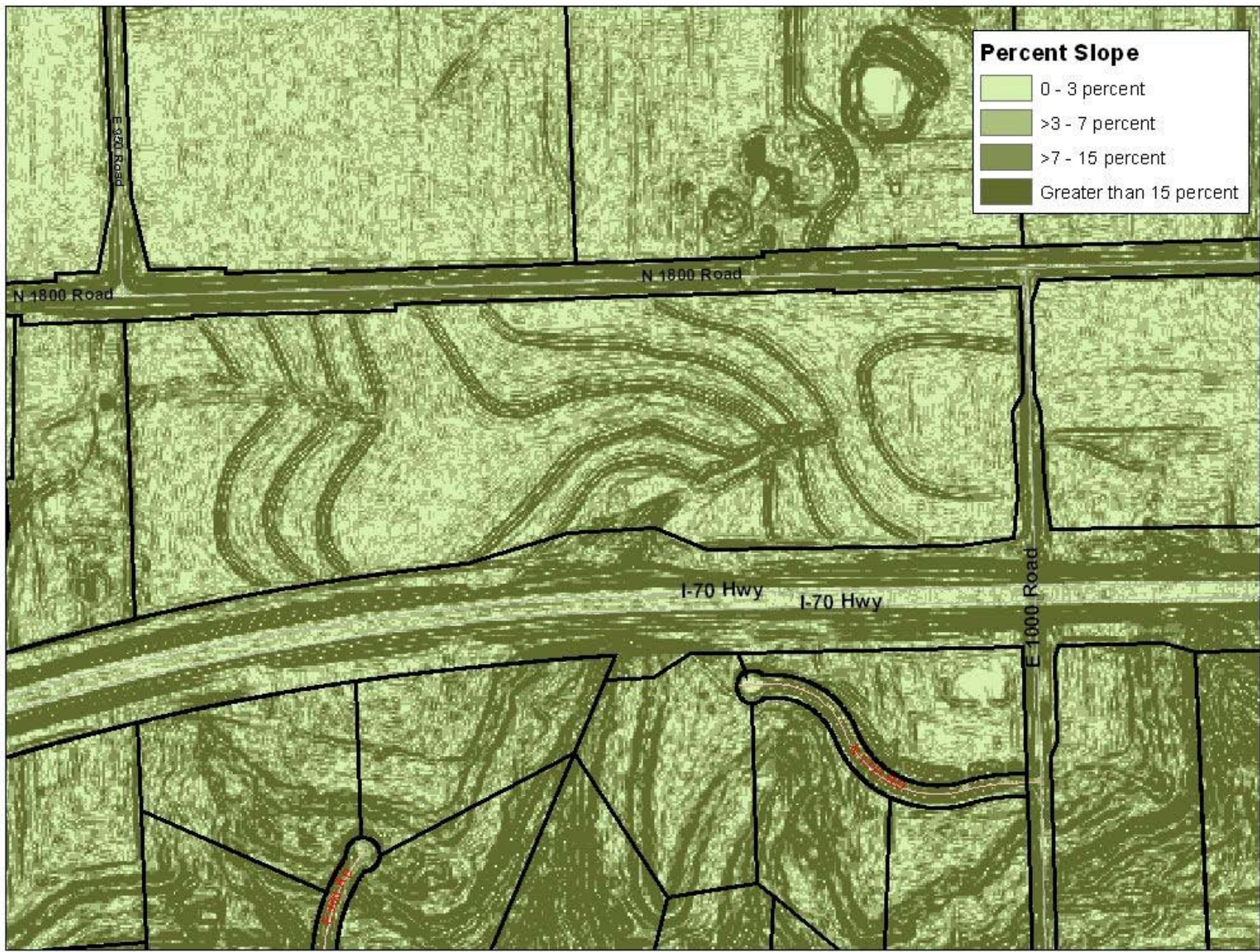




Class I and II soils – subject property







Percent Slope	
0 - 3 percent	Lightest green
>3 - 7 percent	Medium green
>7 - 15 percent	Darker green
Greater than 15 percent	Darkest green

E 1000 Road
N 1800 Road

N 1800 Road

I-70 Hwy I-70 Hwy

E 1000 Road



Staff Findings: A-9-3-10

Annexation is:

- within the Lawrence UGA
- Consistent with *Horizon 2020*
- Consistent with *K-10 and Farmer's Turnpike Plan*
- *“The annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county.”*



Staff Recommendation: A-9-3-10

STAFF RECOMMENDATION:

- Staff recommends that the Planning Commission forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan*



Staff Recommendation: A-9-3-10

Staff recommends that the Planning Commission forward a recommendation to the City Commission to approve the requested 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 subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.



Staff Findings: Z-09-13-10

Zoning is:

- Consistent with *Horizon 2020* and with *K-10 and Farmer's Turnpike Plan*
- Close proximity to a major transportation corridor
- The land is presently undeveloped and will not create a non-conform scenario
- Development will be subject to City Development Standards
- Providing additional opportunities for industrial development adding to the City's economic base.



Z-9-13-10

- **STAFF RECOMMENDATION:** Staff recommends approval of the rezoning request for 51.13 acres from County A-1 (Suburban Home Residential) to City IG (General Industrial) District and forwarding it to the City Commission with a recommendation for approval based on the findings of fact found in the body of the staff report.

-----Original Message-----

From: bamrottweiler@sunflower.com [mailto:bamrottweiler@sunflower.com]

Sent: Tuesday, October 26, 2010 8:27 AM

To: Scott McCullough

Subject:

Scott, the Rothwell family owns property just west of Steve Schwada's 51 acres. We are in favor of the rezoning and annexation of his property.

Thanks Steven Rothwell

From: Dan Brogren [mailto:dbrogren@tckansas.com]
Sent: Monday, October 25, 2010 11:51 AM
To: Scott McCullough
Subject: Planning Commission Agenda; Meeting Oct 27, Items 6a & 6b

The Trust Company of Kansas is agent and attorney-in-fact for an individual who owns property to the west of the subject-tract, on N 1800 Road. Please be advised that owner has no objection whatsoever to the requested annexation/zoning request referenced under your above-subject Items 6a and 6b.

Dan

*Daniel P. Brogren, CTFA
The Trust Company of Kansas
785.749.0904, x1301
800.749.0904, x1301
785.749.2388-fax
5200 Bob Billings Pkwy, Ste. 201
Lawrence, KS 66049-5811
www.TCKansas.com
DBrogren@TCKansas.com*



October 25, 2010

Dear Commissioners,

The membership of the Scenic Riverway Community Association wish to share with the Commissioners our thoughts on the proposed annexation and rezoning of the 51 acre site located on the Farmer's Turnpike. We strongly oppose this application based on the following:

Historical Planning Considerations. The community has a rich history of adverse consequences resulting from abrupt departure from comprehensive plans. The South Lawrence Trafficway is an example. Plan 95, adopted in 1977, envisioned a circumferential road connecting I-70 to K-10 east of the city, looping to the west south of the Wakarusa River, and continuing north to North 1800 Road (Farmers' Turnpike). Instead of implementing this plan, or carefully reviewing alternatives, a controversial road has awaited completion for a quarter of a century.

For over 35 years the comprehensive plan projected industrial growth south of K-10 on the eastern edge of Lawrence. This designation appears to have been insightful – particularly if K-10 and I-70 were linked in this area. Based upon the expectation of industrial land use, transitional zones could be planned and land values would adjust to this long-range forecast. Conversely, when a large tract of ground in the northwest was reclassified for industrial use, many existing properties were adversely impacted. This is the kind of situation that comprehensive planning is designed to avoid.

Future Planning Considerations. Lawrence has a significant amount of land within the city limits (much of it platted) zoned for residential, commercial, and industrial use. Improved commercial and industrial properties are available. Land and facilities are available to accommodate the bioscience initiative, which represents the most promising activity in support of economic development. Approximately, 20 years ago (based on informed demographic calculations) a need for 1,000 acres of industrial ground was forecast. This model assumed an annual 2% population growth and industrial site demand based upon historical data. Population growth has slowed dramatically and, more importantly, industrial growth is one of the slowest performing sectors in the US economy. There is little likelihood that traditional industrial

development will play a significant role in attracting new businesses to the Lawrence community.

Before pressing ahead with plan modification, annexations, and rezoning, it would seem wise to undertake an analytical process to reasonably forecast the community's land use needs over the next 20 years. It is a generally accepted planning rule that the Urban Growth Area represents where and how a community will grow over the next 20 years. The Urban Growth Boundary for Lawrence appears to be way too expansive and lacks comprehensive land use definition. The comprehensive plan and Urban Growth Area should be tightly coupled with infrastructure master plans. When land developers are allowed to dictate the direction and nature of development, these valuable planning documents become unsynchronized.

Planning for industrial growth should evaluate several scenarios. Building sites in and around the Santa Fe Industrial Park should be investigated and inventoried. Infrastructure is readily available. Because Kansas City is becoming a major inter-modal distribution center, it appears probable that K-Mart will relocate its facilities away from Lawrence (the cost to move freight by rail is 10% of the cost of truck transport). Lawrence should prepare and plan for this event. Redevelopment of the Farmland site will provide opportunities for growth that should be incorporated into the planning process. Land on the west side of the SLT near Highway 40 is planned for industrial development. This site provides easy access to I-70.

Infrastructure and Fiscal Implications. Annexation is the first step toward developing an area. Normally, the extension of infrastructure is well planned and imminent prior to annexation. Other than sending a clear signal with respect to the direction of development, annexation without intent to extend infrastructure would appear to be premature and pointless. If major development northwest of Lawrence is to be undertaken, the fiscal impact should be carefully measured. The decision to locate the new wastewater treatment facility on the extreme southeast edge of Lawrence was based, in part, on future growth south of the Wakarusa River. The plant will progressively serve thousands of acres of development with gravity-flow sanitary sewer lines. This plan for development is cost-effective. In contrast, large-scale sewer demand northwest of Lawrence will require construction of a major trunk line to convey sewage to the new treatment plant. This plan for development will be very expensive. If development pressure is to continue in the northwest, at a minimum, an engineering study should be commissioned to determine the fiscal implication.

Island annexation is a negative phrase among professional planners. Only in very rare circumstances does this municipal action make sense. The East Hills Business Park may be an example of a defensible exception. It would have been difficult to accomplish a contiguous annexation. There was a need for industrial sites and a plan

in place to immediately extend infrastructure. It would be difficult to find examples across the country of communities engaging in speculative island annexations with no immediate plans to extend infrastructure. Not only does this practice serve no clear purpose, it may create barriers for responsible land use in the future.

Farmer's Turnpike Sector Plan Review. This plan was adopted without the benefit and inclusion of the resident stakeholders input from the sector area or as a part of a master plan. It was initiated and undertaken for a single property owner. The plan concepts by the Neighborhood Association were not adequately represented in the public forum by staff. The Neighborhood Association's ideas and were not included in the adopted document.

Upon annexation of the 155 acre property at the intersection of K10 and Farmers Turnpike, the City Commissioners stated there would be no city funding for utilities to the property for the foreseeable future. The commenting Commissioners and Planning Staff stated that the Sector Plan did not commit this area to specific zoning, only to broad conceptual ideas for urbanization and that it was a plan to evolve over the next 20-30 years. Moving forward on additional new annexations and rezoning within a year's time, is a breach of promise from what was understood by the sector area residents.

In Summary. Before further annexation and rezoning, there needs to be a comprehensive plan tightly coupled with infrastructure master plans. (Utilizing the Charrette Planning Process would be a great option.) This would result in public awareness of the master plan and how we'll get there, prior to any submissions of changes into the City or County.

We can develop a plan that everyone can support.

The members of the Scenic Riverway Community Association respectfully request that the Planning, City, and County Commissioners reject this annexation and subsequent rezoning application, based on the above.

Sincerely,

David J. Ross
President
The Scenic Riverway Community Association

The Scenic Riverway Community Association is a Neighborhood Association of Households in the Northwest Area of Douglas County.

October 23, 2010

Re: Proposed annexation of 51.13 acres at N 1800 Road & E 1000 Road

Lawrence-Douglas County Planning Commissioners:

Thank you for giving me the opportunity to address the Planning Commission on this important issue, and I appreciate you taking the time to read my comments.

I strongly urge you to deny the annexation request for the 51 acre property located at N 1800 Road & E 1000 Road.

This is the first proposal for annexation in this area since the K-10 & Farmer's Turnpike sector plan was approved in January 2009, and this will set the precedent for all the future annexations in this area. I urge you to think more closely about annexation and development in this area before proceeding.

It is not in the best interest of the community at large to develop and/or extend the existing city infrastructure at this time to support this annexation request.

Currently the public investment to extend infrastructure to this site is too high, and the investment return is too low for this site. In September of this year, the city acquired the former Farmland Industries site, which is many times better suited to industrial development than the green-field site at N 1800 Road & E 1000 Road as proposed for annexation. Brown-field sites such as the former Farmland Industries site should be developed prior to green- field sites.

The lead editorial of the Lawrence Journal World on October 1, 2010 carries the message that Lawrence has acquired an industrial site with "significant economic development potential". The Farmland site has infrastructure already in place, and we should be looking to develop sites like Farmland before we consider an island annexation into the city where no infrastructure exists.

Given our current economic climate, the time is not right to proceed with annexation of this site. At some point as the city grows, the extension of infrastructure will be required, and annexation and development should be done at that time. However, now is not the time to annex another piece of property that is outside the current urban growth area. Instead, I urge you to reconsider the development and zoning possibilities for the K-10 & Farmer's Turnpike plan, and together the community can come up with a plan for the future that will benefit all parties.

To recap, this is the first proposal for annexation in this area since the K-10 & Farmer's Turnpike sector plan was approved in January 2009, and this will set the precedent for all the future annexations in this area. I urge you deny the request for annexation.

Thank you,
Darrel Ward

October 23, 2010

Re: Proposed annexation of 51.13 acres at N 1800 Road & E 1000 Road

Dear Lawrence-Douglas County Planning Commissioners:

I strongly urge you to deny the annexation request for the property located at N 1800 Road & E 1000 Road.

There's been a lot of talk about sustainability in Douglas County lately, and one of the sustainability issues that applies to this particular annexation request are the Class I & II soils that make up part of this property. Between 40%-45% of the soil in this property are Class II soils. According to the US Department of Agriculture, this soil is classified as Sharpsburg silt loam, and "is well suited to all crops commonly grown in this county".

There is a significant enough presence of Class I & II soils in the K-10 & Farmer's Turnpike plan to warrant closer consideration of the protection of Class I & II soils within this area.

Various Planning Commissioners have publicly stated that Class I & II soils should be protected resource in Douglas County. I would offer that agriculture is the highest and best use for these types of soils. I don't think I need to remind anyone that when land is removed from agriculture it is removed from agriculture forever as there is no replacement.

The K10 & Farmer's Turnpike plan is not a static document, and it's reasonable to expect that the document will be updated periodically to reflect changes in planning/development best-practices, such as the protection of Class I & II soils.

Referring to documents presented to the Planning Commission on May 26, 2010 by Barbara Clark, Assistant Professor of Environmental Soil Science at Kansas State University, as of 2005, 38.6% of all Class II soils in Douglas County have been developed. As a community we really need to stop and take a hard look at the loss of these soils to development, and balance that the need for development with the preservation of scarce & irreplaceable agricultural resources.

The site at N 1800 Road & E 1000 Road is actively farmed, and has been actively farmed for many, many years; more years than I can remember. This isn't idle farmland, a pasture, or even a hay field. It's actively farmed in row crops. The annexation and subsequent rezoning of this property to an industrial site will remove active and profitable farm land from the books; this farm ground will simply cease to exist.

It is simply not in the best interest of the community at large to develop our Class I & II soils and it is simply not in the best interest of the community to approve this annexation request at this time.

Thank you for allowing me to participate in the discussion of this issue, and thank you for taking the time to consider my comments.

Sincerely,
Lynn M. Ward
922 N. 1800 Road
Lawrence, KS 66049

From: Funksters5@aol.com [mailto:Funksters5@aol.com]

Sent: Sunday, October 24, 2010 11:40 PM

To: Sandra Day; cblaser@sunflower.com; lharris1540@gmail.com; bradfink@stevensbrand.com; laraplancomm@sunflower.com; rhird@pihlawyers.com; charlie.dominguez@therenewgroup.com; MontanaStan62@gmail.com; ksingleton@kcsdv.org; bruce@kansascitysailing.com; mikeamyx515@hotmail.com; aroncromwell@gmail.com; ljohnson@peridiangroup.com; mdever@sunflower.com; robchestnut@sunflower.com; mgaughan@douglas-county.com; nthellman@douglas-county.com; jflory@douglas-county.com; David L. Corliss; Scott McCullough

Subject: annexation 51 acres

I am writing to oppose the annexation and rezoning of 51 acres along the Farmers Turnpike. This property is sandwiched between a historic 150 year old stone farmhouse and barn and a church. It doesn't seem like IG should be the creamy center here. The sector plan has this area colored in office research purple.

The sector plan I am referring to was rammed through in a record three months. Planners ignored input from area neighbors. Proper planning, which usually takes upwards of 24 months, has been given to other areas such as the Northeast area plan but has been neglected in the Northwest area plan. Its because of injustices like this that there is a lawsuit.

The area neighbors attempted to resolve the lawsuit involving 159 acres at the I-70 Lecompton interchange with a compromise of a lower zoning but was shot down by the developer. I think the city and governing bodies should be as uncompromising with this same developer and not yield to the intense IG zoning request of the 51 acres. I also think its only appropriate to be granted a new sector plan with input from the people who actually live here.

Loren Funk

984 North 1800 Road
Lawrence, Kansas 66049
October 24, 2009

By Hand Delivery
And email to Sandra Day

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

Re: A-9-3-10; Z-9-13-10

Dear Commissioners:

We offer these comments in opposition to the proposed annexation and zoning change referenced above for approximately 51 acres located at the southwest corner of N. 1800 Road (Farmer's Turnpike) and E. 1000 Road (Queens Road). We own the property, approximately 65 acres, which is directly across the Farmer's Turnpike to the north and reside in our home on that property.

Our opposition is based on the following:

As to the annexation,

1. An island annexation, which this would be, is unsound planning. If land in the subject area is to be annexed into the City it should not be done on a piecemeal basis but rather should be done as a whole in areas that are contiguous to the City and from which infrastructure could be extended, and only then after a full opportunity for input from affected property owners.
2. To be useful for the proposed zoning, infrastructure (water and sewer) would have to be extended. There is no present estimate of the cost to the City of such an extension. To annex the land before such cost is known and how that cost would be covered is putting the cart before the horse.
3. As the commission knows, this proposal follows a previous island annexation in this area. Objections were raised to that annexation and in the course of the approval of that annexation, residents of this area who objected were told that exceptional circumstances justified the approval, and, further, that the City was not beginning a process of piecemeal island annexations.

As to the zoning,

1. The property's present use is agricultural - row crops - has been so used for as long as anyone living in this area can remember. Soil maps indicate a substantial portion of the property contains Class 2 soil. We understand that the property is presently platted for residential development. In any case, the requested IG

- zoning, by the City's own zoning classification language, is inconsistent with residential uses. In addition to our residence, there are several other residences within the immediate view shed of the property.
2. Without infrastructure, the property has no meaningful potential as IG zoned property.
 3. It appears that the City has ample IG zoned property available for development, property that has needed infrastructure.
 4. In view of the adjacent residential properties, if there is a zoning change it should be to a more limited classification that is considered consistent with residential uses and even that should be conditioned upon appropriate mitigation measures, such as noise and light limits, the construction of berms, and access should be limited to Queens Road.

General comments as to both,

1. We have read and agree with the comments submitted by David Ross on behalf of the Scenic Riverway Community Association.
2. We participated in the process that led to the island annexation referred to earlier. As you no doubt know, that process was contentious and led to an outcome that remains legally unresolved. Of greater importance, that process did not produce the desired outcome, i.e. the location within the annexed area of a warehouse for a local manufacturer that the City and County and Chamber of Commerce want to retain in Lawrence/Douglas County. We do not want to rehash that matter except to say that the Scenic Riverway Community Association made proposals directly to the affected landowners/developers, the manufacturer, and to representatives of the City and County that would have permitted the warehouse to be built and would have led to an immediate settlement of the legal issues. We were disappointed that those proposals were rejected out of hand. We bring this up to indicate we accept the fact that land uses change and property owners should have the ability to direct the uses of their land. But the inevitability of change and the rights of owners to take advantage of such change should not be without regard to or entirely inconsistent with the desires and rights of other property owners to continue with long established uses. In that regard, we reside in a house and on property that have been in continuous use as rural, agricultural, and residential for well over a century.

Thank you for your consideration of our concerns.

Cynthia Haines

James Haines

Steve McDowell
1846 East 900th Road
Lawrence, Kansas 66049

Sandra Day
City/County Planner
City of Lawrence/Douglas County Planning & Development Services
6 East 6th Street
P.O. Box 708
Lawrence, Kansas 66044

Dear Ms. Day,

I am writing to express my opposition to A-9-3-10, the proposed annexation of 51.3 acres, located at the southwest corner of N 1800 Rd and E. 1000 Rd. Until there is an analysis of the costs associated and a plan to develop infrastructure to said annexation this action is premature.

As a resident in the area I listened intently to the Commission when it decided to annex the 155 acres a half mile west of this property. The Commissioners at that meeting stated that this was a unique situation and would not result in a domino effect of more island annexations in this area.

I strongly encourage the planning commission recommend not to annex this property.

Sincerely,

Steve McDowell

Draft City Commission Minutes from November 9, 2010

Receive Planning Commission recommendation regarding annexation, A-9-3-10, 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 adopting Resolution No. 6910 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.

Sandra Day, City-County Planner presented the staff report.

The Planning Commission forwarded a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

The Planning Commission forwarded a recommendation to the City Commission that the City Commission approve the requested 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 subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Mayor Amyx called for public comment.

Darryl Ward said he lived adjacent to this proposed annexed area that he inherited by his parents. He said this proposed annexation threatened his idea of raising his family on a farm and he did not want to raise his family in an area surrounded by warehouses and industry. Two years ago this area had been agricultural until 155 acre island annexation was annexed and now there was a 51 acre island annexation that was proposed across from his home. Everything that he, his parents and neighbors had worked for was at risk because someone at the Chamber of Commerce thought that area was better suited as industrial development than agriculture which placed at risk

people's homes, hopes, and dreams. He said he might need to surrender his property because some businesses owners thought it might be more valuable as industrial use.

He said in the case of the 155 island annexation, they were told island annexations were rare and not the policy of the City or County governments and had to happen because of the development potential and the proximity to the property with the Kansas Turnpike. The sector plan was developed and he and his neighbor's property were designated as industrial. He and his neighbors were told not to worry because the sector plan was a long-range planning document and the City was not ready to push out into the County yet and that the development was 20 years out. He said two years later, 51 acres across from his property were under consideration for annexation and rezoning to IG (Heavy industrial). The developer had no client lined up for this property.

He said he was power plant designer for Black & Veatch in Kansas City and one of his jobs was site development and site layout. He said as an industrial designer, this property was too small for proper industrial development. There was no pressing need to annex or rezone at this time and was only the desire of the developer to annex and rezone and was driving this issue before the City Commission. He asked if the City should decide when the time was right to extend services outside the City limits. The nearest water was a mile away and the nearest sewer was two miles and the Kansas Turnpike stood between this property and existing infrastructure.

He said he kept seeing maps of the area and the location of the existing utilities, but nowhere in the Planning Staff's presentation had he seen a topographic map that showed the valley of Baldwin Creek which was between this site and the existing infrastructure. He said he presented a topographic map of the Baldwin Creek area that indicated it was approximately 100 feet down into the valley of Baldwin Creek and 100 feet back up to the other side to service this property with City utilities and one mile horizontally between this site and existing water and two miles to sewer. He said 200

feet of vertical separation did not take into consideration getting on to the Kansas Turnpike which at the east end of this property was at least 20 feet below East 1000 Road.

Granting annexation and rezoning for this property at this time would increase the likelihood that his surrounding property that was currently zoned agricultural would become industrial sooner than it would naturally because one property owner in the area wanted this property annexed even though that property owner freely admitted that there was no industrial client lined up.

The annexation of property with the neighborhood prior to the natural pace of growth placed an imposition on the property owners to use their property as they had seen fit, but in fact, hindered the proper growth and development of the area, forcing the area to develop before its time. If neighbors on 3 sides of his property petitioned for annexation and rezoning to industrial, the choices for his land were few.

In conclusion, premature annexation and development harmed the proper progress of development in this area and treaded on the free market rights of property owners in this area. He said by owning his property, he did not trample upon anyone's rights and disturbed no one. He said he strongly urged the City Commission to deny this request for annexation.

Cynthia Haines said she lived across the street from the area proposed for annexation. She said she previously sent a letter that expressed concerns about annexing land on the Farmers Turnpike and rezoning the property which was adjacent to residential property to heavy industrial. She said she did not have any additional points to make, but was available for questions.

Mayor Amyx asked if Haines' property fronted almost the entire 51 acres.

Haines said yes.

Dave Ross, President of the Scenic Riverway Community Association, said their biggest concern about the annexation was the prematurity because of infrastructure and cost issues and felt it was incompatible with staff's own definition. He said IG (General Industrial District) was generally incompatible with low intensity commercial areas. He said there were 42 residential properties within a half mile in any direction of this area.

He said he had been in Lawrence, Kansas for 35 years and had always heard of the 1,000 acres that was needed for industrial development and wondered where that amount came from. He said he contacted Myles Shocter (former City Planner with a graduate degree in Urban Planning, planning consulted in 1980's and 1990's, and was appointed to the Lawrence Douglas County Planning Commission in 1990's) to ask about the 1,000 acres. He said Myles Shocter and an industrialist came up with the 1,000 acres and he had Shocter's permission to use his excerpts which stated: "We determined the amount of industrial acres that we were using for existing population we then looked at the likely population growth of about 2% a year and figured the amount of additional land that was required to employ those new residence. We also knew we had about 10,000 people commuting out of the City everyday for employment. We took a fraction of these, maybe 1/3 and added that acreage for those lost employees. It came out that to accommodate the new employees and to recapture some of the lost jobs from the past that we needed 1,000 acres. As to the term "industrial" that is incorrect in should have said something more like "employment center acreage." That would include traditional industrial, warehousing, office centers etc..., but not commercial development. So when we calculated the needs, we were using the acreage requirements for the array of job creations facilities that we needed. A large amount of this was set aside for low intensity office parks. This would have accommodated many of those commuters who worked to the east and west, but the big issue is "where." If we are projecting out several decades, we must plan these uses and their expensive infrastructure

improvements in the major growth areas. In Douglas County this is predominately east on K-10 and south of 31st Street. It should not be a willing land owner who determines the growth of the community, but sound planning based on all factors. Major industrial growth, to the northwest will require major public investment in the wrong direction.

He said as he was thinking about the 155 acres and reviewing some of the notes and City minutes, he was reminded that Commissioner Chestnut stated that it was not the City Commission's responsibility to maximize the return for property owners.

As to their concerns about this being a domino effect down the farmer's turnpike, Commissioner Amyx asked if this was the way the City Commission wanted this corridor to look in the future when passing the baton.

Finally, both Commissioner's Amyx and Chestnut only voted in favor of the annexation and the subsequent rezoning based on the premise that no infrastructure would be promised or provided at any costs to the City. He said they asked that the City Commission deny this request and to keep his comments in mind.

Jane Eldredge, representing the property owner, said she wanted to discuss long range planning and how this request for annexation fit into the City's long range planning. As staff pointed out in their report, this annexation was compliant in every way with Horizon 2020. Over the last several years, the City had modified and improved on Chapter 7, Industrial Chapter, in Horizon 2020, more specifically there had been a series of sector plans or area plans that had plans designated for industrial office, commercial, and housing uses. This was good planning on the part of the City because it allowed people to know ahead of development what was intended for that area. As part of the sector planning, the City and County Commission's had both approved and adopted the K-10 Farmers Turnpike Sector Plan.

This plan was approved by the City in 2008 and by the County Commission in January 2009. The long range plan indicated that volunteer annexations were

encouraged. The Planning Commission recommended approval of the resolution as well as the annexation. She said the property owner making the request was an adjoining residential homeowner.

Dan Brogran, Trust Company of Kansas, said his company managed assets for a landowner in the area and he advised the City Commission that their Trust Company had no reservations, whatsoever, with the proposed annexation.

Tom Kern, President, Lawrence Chamber of Commerce, asked that the City Commission follow the staff's recommendation and adopt this resolution.

Vice Mayor Cromwell said in looking at the costs associated with this infrastructure was the issue about paying rural water to services and no sewer.

David Corliss, City Manager, said staff's recommendation on the annexation was that the City would not be required to extend water and sewer to this site. Building Permit might be issued if the City determined that water and sewer was not necessary for the use of the property. The next point of analysis was the development policy which indicated that property owners were required to pay the costs to extend City water and City sanitary sewer service to property, which was done in all development situations. In some development situations the City had received incentive requests to have that as an expense on behalf of the City. The city did not have an active development at this location. When looking at this site, in consideration of its possible use, for the Berry Plastic site, staff developed certain cost scenarios as far as extending sanitary sewer to the site following the West Baldwin Creek Sanitary Sewer that was installed, south of the turnpike. Staff engaged in discussions with both Rural Water District No. 6 and Rural Water District No. 1.

Rural Water District No. 6 had a waterline along Farmer's Turnpike. In current discussions, with District 6, they had not been favorable toward wanting to provide water to industrial sites without an amendment to the City's contract. It was actually City

water, but the City treated the water for Rural Water District No. 6 and they took from roughly Kasold and Lakeview Road.

He said staff also engaged in discussion with Rural Water District No. 1 which had a waterline on 1750 Road and discussed making an extension, south of the turnpike, on that waterline, up to service. He said there were different alternatives in providing water at that location, depending on the timing of development. He said there were no specific costs estimates, but looked at some of those costs to extend infrastructure based on the Berry Plastic proposal and their water needs. The waterline had a cost of approximately \$300,000 to extend and there might be other property owners that could benefit from that waterline extension.

The Sanitary Sewer line depended upon how far the City Commission wanted to take that up the watershed underneath the turnpike and further and its costs were several hundred thousand dollars well, but it would obviously benefit other properties because those properties would be able to attach to sanitary sewers service. How those costs would be broken out between the 51 acres and others that would benefit, depended upon the timing and those general cost estimates.

One of the issues that would be discussed with water and wastewater master plan was looking at serving the areas in the Farmers Turnpike Sector Plan to see how to plan into the City's future utility infrastructure extensions.

Vice Mayor Cromwell said if that area would have fire protection.

Corliss said fire protection would depend on the City's ability to get City water service in that area because water pressure was needed in order to maximize the use of the City Fire Department. The City could provide City fire protection and did in some situations where there was adequate water pressure, for example, the City served all of Grant Township with fire protection with a pumper truck and it was possible to provide

City fire service to property that did not have City water pressure as well and depended upon the timing of the development at that location.

Vice Mayor Cromwell asked if the City had a long range plan for a fire station near the I-70 ramp.

Corliss said no, the City did not have plans for any new fire stations.

Vice Mayor Cromwell suggested taking a look at that idea in the long range plan.

Corliss said it depended on the velocity of development. If it was proceeding at its current pace, he did not see the City building any new fire stations this decade. If the City picked up the pace in development, the City might be looking at other locations.

The value of having this property annexed and zoned was that the City could market that area through the City's economic development partners for future industrial sites. They would have those land use entitlements in place and have general ideas about how to provide service to that property, but it depended upon what would actually be built in that location as to what the City provided.

Vice Mayor Cromwell said as far as need, there was the 155 acres nearly adjacent to this proposed property and was similar in its proximity to water and sewer. He said he understood, in looking at the map, this being seen as an industrial parcel, but asked why now when the City was not ready to take its infrastructure to that location. He asked about the argument that this annexation was needed now, considering the fact the City just brought on board, hundreds of acres of industrial.

Corliss said the City needed the tax base now and the City needed to grow its revenues. When taking a look at what the City had elsewhere in the community, the City had limited options for industrial development. The Farmland property had been acquired by the City and there was a stack of demolition proposals and the City Commission would have a chance to see those proposals in the future, but it would take some time to clear that site, respond to the environmental remediation needs and put in

infrastructure which provided additional locations on that side of town. Some industries and potential prospects did not want to look for a location on 23rd Street or K-10, but something that had I-70 access. When looking at locations regarding I-70, the City could look in the airport area, the northeast sector area, but had not been necessarily seen as favorable for additional industrial development. There were infrastructure needs and certainly storm water needs, adding additional impervious surface in the Pine Family area. The City was doing a few sites at the airport, but it had to be aviation related in order to grow in that location.

He said regarding the Farmers Turnpike, the City had annexed 155 acres and it changed in zoning and staff was continuing support for those actions in court because it was a very good site immediately adjacent to the turnpike. He said there could be an analogy that if trying to sell something to someone and had limited options in inventory, a person might not want to deal with that location and its challenges.

Vice Mayor Cromwell said the City only had all of those options in the last 6 months with the 155 acres.

Corliss said that statement was true. Unless the entire community was going out like for instance, acquiring Farmland, if the City wanted to buy property, then the City could control its timing as to when that property could be brought in for industrial development, otherwise, the City had to rely on property owners to make that decision and this property owner had made that request at this time.

Vice Mayor Cromwell asked about the City's industrial inventory as far as property.

Beth Johnson, Chamber of Commerce, said currently, East Hills, Farmland, Riverside Business Park and the airport were industrial properties.

Vice Mayor Cromwell said there was almost no industrial sites six months ago.

Mayor Amyx said the 155 acre site was not mentioned.

Ms. Johnson said she did not mention that site because currently that site was not listed on the Chamber's website and she had not received a proposal or a sign-off to allow the Chamber to market that property from the owner.

Mayor Amyx asked if the Chamber knew how many acres had not been signed-off with the Chamber.

Ms. Johnson said that site was all she was aware of that was zoned industrial.

Vice Mayor Cromwell said he would feel comfortable with zoning that area IL (Light Industrial) and not IG zoning (Heavy Industrial) due to its proximity to the residential and long-range plan for office/residential to the east. He asked if there was any willingness to consider the IL instead of the IG zoning.

Mayor Amyx said City Commission's direction was to adopt a resolution for a request of annexation. At this point in the process, it was the City Commission's responsibility, based on the recommendation from the Planning Commission to adopt this resolution directing this item to the Board of County Commission for their findings, under state law, to make sure this annexation would not hinder the development of the area and at that time. The City Commission would consider the annexation at a future date and it would be considered by ordinance. Sometime in the future the City Commission would consider the rezoning requests of this property as recommended by the Planning Commission. A copy of the minutes would be provided to the Board of County Commissioners regarding this item.

Scott McCullough, Director of Planning and Development Services, said staff hoped to provide these minutes.

Mayor Amyx asked if it was appropriate to have this discussion about the zoning after it went to the County Commission.

McCullough said staff was not providing the County Commission with zoning information. If annexed, the zoning would be a City request and consideration of the

zoning would likely come back to the City Commission the same night of the annexation request would be considered.

Mayor Amyx said he had a zoning question for Vice Mayor Cromwell regarding IG versus IL and its appropriateness and if it would affect the Vice Mayor's approval or denial of Resolution No. 6910.

Vice Mayor Cromwell said he had questions for the County Commission before he was willing to want this parcel in the City. He said the City Commission was not currently having discussion about the zoning, but wanted to address the developer to see if the developer would consider that question about zoning.

Mayor Amyx said it was probably not fair to have any type of, what could be considered, a public hearing on this item because it was not the item that was advertised to the public. The item was Resolution No. 6910, referring this item to the Board of County Commission for their findings before the City Commission could consider final annexation of this property.

Vice Mayor Cromwell said he grasped that concept, but his question still stood. He said the applicant could choose to answer his question or not.

Jane Eldredge said in making this application, the landowner was cognizant of the specific recommendations contained in the sector plan (Page 3.9). The sector plan made specific recommendations about zoning particular parcels of land which was the area bounded by North 1800 Road on the north, I-70 on the south, E 900 Road extended on the west and E 100 Road on the east. That parcel was identified to be in the medium to high intensity industrial area. In the City's zoning code the IG is the medium to high density industrial zoning and within that zoning no commercial was allowed. That was the category reserved for the industries and businesses they did not want to get mixed up with the retail and other type of commercial. The sector plan had specific places that identified solely for industrial and not getting into mixed use and in the

city code it would be found in the IL (light) industrial. A section that was near the office/research or light industrial was a neighborhood commercial center which was separate and apart from the industrial. All of that was done with a great deal of input and there were more than 15 public meetings on this issue and at least 5 drafts of the sector plan before 1 was finally recommended by the Planning Commission and adopted by the 2 governing bodies.

The in depth discussion about zoning was appropriate for a later time, but it was appropriate to point out the consistency with the application that had been made to this point.

Mayor Amyx said at this point the application was made for the IG zoning which the City Commission would consider at a later date.

Ms. Haines said in the motion, the proposed annexation would not hinder or prevent the proper growth for development of the area. She stated that within that area there had been instances where they had taken homes off the market because of their concern of heavy industrial. They were well aware the sector plan existed and was willing to compromise, but homeowners are most concerned with the value of their property which would be diminished by having the property zoned IG (Heavy Industrial) and the sector plan was not set in stone, but a suggestion.

Vice Mayor Cromwell said he was not going to get more of an answer than he was receiving and would prefer to see the zoning with this plan.

Mayor Amyx said he did not think that legally seeing those together were possible because there was a procedure. The Director of Legal Services presented the City Commission with a procedure the City Commission was required to follow by law. He said before the City Commission could take any further action on annexation, a resolution needed to be adopted sending this item to the Board of County

Commissioners for their findings on development and whether it hindered growth in the area.

Toni Wheeler, Director of Legal Services, said staff was proceeding under KSA 12-520(c) which was the State statute for island annexations. In the first action the City Commission, if they deemed this action was advisable was to pass Resolution No. 6910 that was before the City Commission at this time and would be forwarded to the County Commission to convene and discuss to determine if this annexation would hinder or prevent the proper growth and development in the area or any other incorporated city located within in the County. After making those finding, the County would notify the City of their findings and the City Commission would have the opportunity then to consider an annexation ordinance. Tonight was not the City Commission's final action and would have an opportunity to consider the annexation ordinance at a future date.

Mayor Amyx said if the Board of County Commissioners were to make a finding that it would hinder the development of the area, he asked what would happen.

Wheeler said the City of Lawrence could appeal that decision, under 520(c) to the District Court and could initiate an action challenging the County Commission's finding or the City Commission could take no action and not pass an annexation ordinance.

Commissioner Chestnut said there was a lot of discussion and did not know whether to plan ahead or not. He said the City planned ahead and tried to look at 24/40 in the City's Comprehensive Plan as an industrial site and for a long time it was in the City's Comprehensive Plan for 15 years and that industrial site was found to have Class 1 and Class 2 soils and essentially moved away from that plan. When the Lecompton Interchange was constructed as an exit to I-70, it created a corridor that was clearly going to be an identified as some type of industrial location in probably the best location in Douglas County.

He said relative to the discussion about property and the 1,000 acres, the city did not have industrial sites that were developable and he had been to at least 8 site location discussions where the City had lost because the City did not have the right site. He said that was clear since he had been on the City Commission and lost 2 or 3 opportunities because there was no right location.

The 87 acres had a lot of challenges and needed a lot of dirt work. There was a development in that area 10 years ago, but it was turned down.

The City's tax base was challenged and was rapidly approaching over 70% of the property tax being derived from residential housing. He said thinking in terms of financial considerations for the City was an unsustainable direction the City was going which was depending on a residential tax base in order to generate the level of property tax needed to have all of the amenities in this Community.

There had been a significant amount of planning surrounding this location in the corridor. It came up and arose appropriately based on the annexation request for the 155 acres. He said he looked at the Planning Commission's presentation and there were approximately 17 public meetings. In the end there was no consensus, but the best they could do based on competing interest of property owners, whether residential or property owners interested in further development.

The infrastructure cost question continued to come up and there was no request for that to be made and there should be no assumption, by initiating this action with the City to go to the County or coming back for annexation, that anything had been portrayed that that annexation would be granted.

He said they were in a situation where they needed to look at what was sustainable in this community and right now, there was a lot of interest and believe it was corridor that everyone had recognized that would have some industrial development and at some point he thought it was appropriate to move this item forward. A lot of the

discussion that happened should happen at the County Commission level because the County Commission ultimately had to make that determination about the consideration of the hindrances and the wording. The County Commission had the responsibility to make that ruling and it was clearly in the County's jurisdiction.

It was an appropriate application and fits within all of the planning that had been done up to this point and he would like to move forward with Resolution No. 6910.

Commissioner Johnson said he agreed with Commissioner Chestnut.

Commissioner Dever said the City had to reach a point of wanting good paying jobs in Lawrence and needed places for businesses to grow and this was an opportunity to introduce the concept in the area. There were no perfect locations, but believed this location had been thought out for many months. He said the zoning merited discussion in the future. Overall, he was in favor of the resolution.

Vice Mayor Cromwell said he was in favor of moving forward, but made it clear that this was an industrial site. He said he had questions on the zoning which had not been answered, but the discussion would take place in the future. He said he was ready to move this item to the next step and send the resolution to the County.

Moved by Johnson, seconded by Chestnut, to receive the Planning Commission's recommendation regarding annexation, A-9-3-10, of approximately 51.13 acres located at the southwest corner of North 1800 Road (Farmer's Turnpike) and East 1000 Road (Queens Road Extended). Motion carried unanimously.

Moved by Johnson, seconded by Chestnut, to adopt Resolution No. 6910, requesting the Board of County Commissioners of Douglas County to make certain findings regarding the annexation of property pursuant to K.S.A. 12-520c. Motion carried unanimously.

ITEM NO. 6A 51.13 ACRES; N 1800 RD & E 1000 RD (SLD)

A-9-3-10: Consider an Annexation request of approximately 51.13 acres, located at the southwest corner of N 1800 Rd (Farmer's Turnpike) and E 1000 Rd (Queens Extended). Submitted by Venture Properties, Inc., property owner of record.

ITEM NO. 6B COUNTY A-1 TO CITY IG; 51.13 ACRES; N 1800 RD & E 1000 RD (SLD)

Z-9-13-10: Consider a request to rezone approximately 51.13 acres from County A-1 (Suburban Home Residential) to City IG (General Industrial), located on the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Extended). Submitted by Venture Properties, Inc., property owner of record.

STAFF PRESENTATION

Ms. Sandra Day presented items 6A and 6B together.

Commissioner Harris asked why staff was recommending annexation for this item but not for the Berry Plastics rezoning they heard on Monday.

Ms. Day said this was a voluntary annexation by the property owner and it was within the Urban Growth Area. City plans talk about seeking and encouraging voluntary annexation over the City annexing it. She said the Berry Plastics site was further out and was not within any identified areas at this time.

Mr. McCullough said this was an area currently being studied for water and wastewater master planning and the Berry Plastics site was outside of that.

APPLICANT PRESENTATION

Ms. Jane Eldredge, Barber Emerson said both this site and the Berry Plastics site were not contiguous to the City limits so an annexation could only be done with consent or at the request of the property owner. She showed pictures of the area on the overhead. She also showed on the overhead different sector plans that were considered during the sector plan process. She said this annexation and rezoning request were the poster child of long range planning. She said the principals and goals in Horizon 2020 identify this area of the city as one that would be helpful in assisting job growth. She said the Sector Plan for the area was not uniformly loved by all but that it was a compromise that was the result of a lot of hard work in trying to keep the community goals in mind as well as the residents. She stated one of the reasons annexation was required along this corridor was to bring into play the much more rigorous city standards that would apply to landscaping, parking, stormwater, sewer, buffering, and setbacks. All of those things are required under city codes but not county codes. She also said it would bring it within the ambience of the city industrial zoning as opposed to the county industrial zoning. She said the property owners have had prospects looking at the site.

PUBLIC HEARING

Mr. Tom Kern, President of Lawrence Chamber of Commerce, said the site was within the Horizon 2020 and Farmer's Turnpike Plan as industrial and follows the logical process of planning already done. He said there exists a significant need for additional industrial sites in Lawrence and Douglas County, especially larger tract sites of 45-50 acres or larger. He said the land was relatively flat and had excellent road access. He said the Chamber, the City, and others have done significant investigations looking at the economic feasibility of providing water and sewer to the sites so that eventually a benefit district could be created. He said the Chamber supported the annexation and rezoning and felt it was in the best interest of the community.

Ms. Beth Johnson, Chamber of Commerce, discussed the limited availability of properties for industrial use. She said some of the properties that show up on the map as being available industrial land are not willing land owners so they are not available. She mentioned several businesses that looked at coming to Lawrence. She displayed on the overhead the economic development prospect overview from 2006-September of 2010:

Economic Development Prospect Overview from 2006-2010 (Sept.)

	2006	2007	2008	2009	2010
Number of Inquiries - Total	66	63	47	46	30
Number of Inquiries - Land	16	18	10	18	7
I70 Specific Request				3	4
% Eliminated due to lack of site	35%	51%	55%	35%	71%
Requests for up to 5 Acres	12%	6%	0%	0%	0%
Requests for 6-10 Acres	19%	17%	0%	6%	0%
Requests for 11-30 Acres	31%	11%	0%	6%	0%
Requests for 31-50 Acres	0%	17%	30%	17%	29%
Requests for 51-99 Acres	12%	33%	20%	11%	29%
Requests for 100+ Acres	26%	17%	50%	28%	43%

Number of Inquiries - Buildings	33	31	24	35	21
% Eliminated due to lack of building				43%	33%
Requests for 1-25,999 Square Feet	18%	13%	38%	20%	29%
Requests for 26,000-44,999 SF	24%	23%	13%	23%	14%
Requests for 45,000-75,999 SF	18%	13%	4%	9%	19%
Requests for 76,000-99,999 SF	6%	16%	13%	6%	14%
Requests for 100,000-149,999 SF	9%	10%	8%	14%	5%
Requests for 150,000-199,999 SF	9%	10%	13%	20%	10%
Requests for 200,000-399,999 SF	6%	13%	13%	11%	19%
Requests for 400,000+ SF	9%	3%	0%	3%	5%

Mr. Dan Brogren, The Trust Company of Kansas, agent and attorney-in-fact for an individual who owns property to the west of the subject-tract, on N 1800 Road. He said the owner had no objection whatsoever to the requested annexation/zoning request referenced under Items 6a and 6b.

Mr. Greg Burger, lives at 1847 E 800 Road, expressed opposition to the rezoning and annexation. He felt it was too soon for this to take place. He did not want an industrial park in his neighborhood. He expressed concern about the bike path not being wide enough. He said currently the bike lane is 2' between Kasold and the Farmer's Turnpike/K-10 by-pass. He was concerned about decreased property values. He said it was farmland and he moved to the country to get away from the city. He was disappointed in the process in general.

Commissioner Liese asked how far Mr. Burger lived from the proposed site.

Mr. Burger said about two miles in driving distance.

Commissioner Liese asked how likely it would be that he would see the property from his house.

Mr. Burger said it was not likely he would see the property from his house but he was concerned about a domino effect.

Commissioner Liese asked if his main concern was aesthetics.

Mr. Burger said yes and increased traffic as well.

Ms. Marguerite Ermeling, lives north of the area about ½ mile on 950 Road, said she wanted to point out several things she felt needed to have the curtain pulled back on. She appreciated the comments by the Commission in expressing interest in public participation with Berry Plastics and how it moved along well. She said that did not happen with the Sector Plan process for this area as suggested earlier. She said this particular Commission gave a 9-0 vote to go explore Ms. Bonnie Johnson's presentation in work meetings. She said the one big public announcement meeting had about 75 people in attendance and that they met at the Lawrence Aquatic Center. She said the Planning Staff was nearly tarred and feathered out of there because the people were presented with a 'done deal' type plan of what staff had come up with and what they expected it to be. She felt the process did not start out well and was not at all what happened with the Northeast Sector Planning process. She said they were offered three work sessions and they offered 13 names on a list to the Planning Department. She said they were only allowed 5 people to be present and that they were told by Mr. McCullough that he had been instructed that they were only allowed to stay in the toolbox and not allowed to pursue any investigation into Ms. Bonnie Johnson's presentation. She said they ended up with a plan that did not register the neighbors and did not register the larger group of the area at all. She stated the plan that her group presented was not considered on any level. She said the plan that was adopted was the one that was pushed upon the group and not what the neighborhood would like to see. She also said this annexation and rezoning was brought to the Planning Commission falsely with the suggestion that there was any real participation of the neighborhood or other stakeholders. She felt this was not a well done study or sector plan, upon which was now going to base another opportunity for annexation. She recommended that the Sector Plan needed to come back and done correctly.

Commissioner Burger asked Ms. Ermeling what she would change about the Sector Plan.

Ms. Ermeling said her groups plan included the 150 acres of heavy industrial IG and looked at the rest of the area as relatively agricultural. She said Ms. Bonnie Johnson brought awareness to the Commissions that there were possibilities of how integrating different levels of industrial into a rural space and brought forward the kinds of zoning changes or additions of zoning brackets that could be created creatively. She said that was not considered at all. She said regarding the solar company that Ms. Beth Johnson mentioned that looked into Mr. Schwada's 155 acres, her group came forward to meet with the City and Berry Plastics and offered to drop all cases for the purpose of them getting that area to use. She said they offered to drop it all on the basis of two things; a lower industrial rating instead of IG, and a review of the discussion about the Sector Plan. She said their offer was declined.

Commissioner Liese asked Ms. Ermeling to comment on the annexation and zoning separately.

Ms. Ermeling said if the sector plan was different this piece of property would probably not be coming forward right now for annexation. She was concerned about island annexation with no intent of what would go there out on the perimeter of an urban grown area which she felt was massive for this city. She said even if the floodplain and all the protected lands were taken out there was still a massive amount of urban growth area to grow into. She was concerned about the cost of extending infrastructure out there and felt it was premature to annex the property. She said this was not a unique piece of land and was just near an interchange. She said the Commission might want more industrial zoning but that there should be a more coordinated effort than just surrounding the entire community with it.

Commissioner Liese inquired about her compromise of lighter zoning.

Ms. Ermeling said that related to the 155 acres at the intersection of K-10 and Farmer's Turnpike. She said her group sent the letter to the City and requested the meeting to occur, which it did. She said on Monday Berry Plastics told her that they did not have a problem with the condition. She said to her knowledge it was the property owner that did not want lighter zoning. She said she did not know how the City felt about it.

Commissioner Burger asked what percentage of the Sector Plan she objected to.

Ms. Ermeling said she did not have that off the top of her head.

Mr. Jim Haines said he lives directly across the turnpike from the 51 acres being discussed tonight. He said he was with Ms. Marguerite Ermeling during the sector planning process and everything she said was accurate from his perspective. He said there was a tremendous amount of process but he was not able to cite one substantive element that was suggested by the residential neighbors that ended up in the final plan. He said Ms. Jane Eldridge used the word 'compromise' but that it was not an appropriate word to use to describe the sector planning process. He said his preference would be that the property remain agricultural, but he was realistic and a landowner should be able to direct the use of his/her land, within limits. He felt that when a change in use was requested that the requested change should, within limits, be consistent with the established uses in the immediate neighborhood. He said there were residential houses directly in view of this land. He said it was not realistic for him to always expect to see corn growing there and knew at some point the land would be developed, but did not agree with it going from a corn field to the highest level of intensive industrial use when there are residences immediately adjacent.

Commissioner Liese inquired about Mr. Haines statement "that nothing proposed by residents was followed."

Mr. Haines said that was his recollection. He said he was part of the meeting at which they attempted to make a compromise with Berry Plastics and he supported the Berry Plastics proposal of 155 acres.

Mr. Darrel Ward, 922 N 1800 Road, urged them to deny the annexation and rezoning of the property. He discussed the size of the property and timing of the annexation and rezoning. He said regarding the size it was a long narrow site and typically industrial sites would not be a good fit for long narrow sites. He said regarding the timing there was no rush to annex and rezone the property because the developer had no client lined up for this site. He said in the K-10 & Farmer's Turnpike Sector Plan there were a lot of references to large sites and large scale industrial uses. He said he is an industrial designer with Black & Veatch and the site was not big enough for proper industrial use. He stated this was the first rezoning in the K-10 & Farmer's Turnpike Sector Plan and would set a precedent or create a domino effect for rezoning and development in the area. He read a quote from Benjamin Franklin "one fact will ruin a good argument." Mr. Ward gave one fact that there was no rush to rezone or annex the property.

Commissioner Liese said he was interested in Mr. Ward's thoughts as a neighbor since he too lives in the area. He said he was not convinced that timing wasn't an issue given what Ms. Beth Johnson shared about businesses interested in space on I-70. He said he was not comfortable judging how a developer or industry decide to design their space. He asked how it would affect Mr. Ward as a property owner in the area.

Mr. Ward said he would have to look at it every day and drive past it every day. He spoke about Ms. Beth Johnson's figures on 4 inquiries out of 30 inquires requested I-70 sites which was only 11% so he was concerned about catering to the minority. He said if half or a third of the applicants asked for I-70 access that would be a different matter. He said he had 47 years invested in the area and did not think this intensive of industrial was a right fit.

Mr. David Corliss, City Manager, told a story about his daughter looking for a prom dress and how she wanted multiple choices not just one dress to choose from. He related the story to businesses also wanting choices for sites. He stated that industries need multiple locations to choose from and the community needs to provide choices. He said some businesses are going to want to locate along the I-70 corridor. He said there have been discussions this evening about the validity of the adopted K-10 & Farmer's Turnpike Sector Plan. He said it was approved by County Commission, City Commission, and a lawsuit against it was dismissed. He asked Planning Commission to use planning documents already in place. He said they have looked at infrastructure extensions at the location. He said this site was active during Berry Plastics discussions until Berry Plastics decided to relocate. He said he wanted to make sure that when the next industry comes to town they have additional sites to try and locate companies within the community. He stated that if the community does not expand its tax base it will either have to increase taxes or decrease services. He stated he was also in some of the

meetings regarding the 155 acres for Berry Plastics. He said he had a different recollection as to the number of conditions the plaintiffs proposed in order to dismiss the lawsuit, which he said continued to this day. He emphasized the need for choices in the community and that developers want a selection of sites to choose from.

Commissioner Harris asked Mr. Corliss to elaborate on infrastructure plans.

Mr. Corliss displayed a sewer and water line map on the overhead. He stated the City has Comprehensive Water and Wastewater Master Plans and that one of the ways to determine where lines go was through the Comprehensive Master Plan process. He said the Development Policy indicates that if a property owner consents to annexation within the city they can extend, at their cost, city water and city sewer facilities to their property. He stated those were the two primary guides for getting infrastructure to a site. He said water was a little problematic and the best way to get water to the site was to cut through Rural Water District #6, which they have had discussions with. He said the City treats the water that Rural Water District #6 uses. He said they have also had discussions with Rural Water District #1 which serves the area south of I-70.

Commissioner Harris inquired about what they needed to do to determine whether an annexation and rezoning would not hinder or prevent proper growth of the area. She wondered about getting infrastructure to a property and said it sounded like the line would follow gravity and then go back to the property, not just going the shortest distance.

Mr. Corliss said that was correct. He said the infrastructure installations would make sense for the long term urbanization of the property.

Commissioner Liese said he was trying to keep the annexation and rezoning separate. He inquired about the City's involvement about discussions regarding annexation with community members and if it would be normal.

Mr. Corliss said it would not be normal in this situation or probably in most situations. He said it would usually be the responsibility of the applicant when they have more definitiveness on the project. He said he has not had any conversations with adjacent property owners.

Mr. McCullough said there was an extra process built into the City's policy to send annexation requests over 10 acres to Planning Commission, which was not required by statute, but was a practice to get public input of the community.

Commissioner Liese asked if this was the process.

Mr. McCullough said yes.

Mr. Corliss said there was no statutory requirement for annexation requests made by the applicant to go before Planning Commission. It was a City decision to have annexations of more than 10 acres be reviewed through Planning Commission.

Mr. Dave Ross, President of Scenic Riverview Community Association, said Mr. Dave Corliss was correct, there were actually three things the group asked for in the Berry Plastics meeting Mr. Corliss referenced. He said they saw an article in the Lawrence Journal World in December that Berry Plastics was considering moving out to that area so the group initiated through their attorney a letter to the City Manager requesting a meeting with the City Manager and Berry Plastics. He said after seeing the plan of Berry Plastics and what they were wanting the group had a side meeting for 15 minutes and came back with three suggestions; downzoning to either IBP or IL, incorporate design guidelines with things such as berming and screening, and that the Sector Plan would be looked at again. He thought Berry Plastics and the City Manager thought the requests were reasonable. He said the developer agreed to only downzone the 60 acres that Berry Plastics wanted. He said one thing that had not been pointed out was that he asked Ms. Beth Johnson if there was anything that could

be built in East Hills Business Park that could not be built with IL zoning. He said the answer he was given was no. He wondered why the property had to have IG zoning because he said there would be very little resistance to IL zoning. He said the answer he got from the developer was that the developer wants to keep his options open. He said that sort of language scares the neighbors. He requested that if Planning Commission proceeds with the annexation they at least consider a lesser zoning on the property. He said another thing that hasn't been discussed is the quality of life issue. He said he spends a lot of time in Boulder, Colorado and that they have a green zone around the city that no one can build upon. He said he read a recent newspaper about American Planning Association designating Massachusetts Street as a 'great street.' He said in 1986 a developer wanted to knock down the 600 Massachusetts Street and put in a downtown mall. He said the lead developer of record was Mr. Duane Schwada and that the apple hasn't fallen far from the tree.

Commissioner Hird inquired about his comments about a green zone and asked where IG zoning would go.

Mr. Ross said he had not thought about it. He said the offer to the City still stands to drop the litigation. He felt that IL would be more appropriate zoning.

Commissioner Hird asked where he would want IG zoning.

Mr. Ross said the Farmland piece of property and more pieces on the east side of town. He wondered if an IG zoning type of business would really take them to the dance. He felt that IL or IBP zoning could give them what they need in terms of employment, quality of employment, and the type of wages they want. He said he was in favor of helping the Chamber get what they need to attract jobs to the community but felt IG zoning was too intense and was concerned it would create a domino effect. He said one of the comments Commissioner Chestnut made during the Lowe's rejection was that he felt like it was a breach of promise to the neighborhood. Mr. Ross said his group feels that way about this project.

Commissioner Hird asked if Mr. Ross participated in the sector plan process.

Mr. Ross said yes, he was present at every single meeting.

Commissioner Rasmussen said he remembered a lot of effort from City Staff to go out and engage with residents of the area and stakeholders. He said he also remembered a lot of Planning Commission meetings where they worked on the Farmer's Turnpike Sector Plan. He asked how Mr. Ross could say that that plan was adopted without the benefit and inclusion of stakeholder input.

Mr. Ross said that Ms. Ermeling and Mr. Haines already addressed that. He said the plan that the group showed of rural industrial parks in Illinois, Canada, and California seemed to peak the Planning Commissions interest and that Planning Commission instructed the group to pursue those. He said when the group attempted to do that they were told it could not be done in Lawrence. He said the plans Ms. Jane Eldredge showed on the overhead tonight almost reflected a full circle from the original plan to what ultimately happened.

Commissioner Rasmussen said he voted against the K-10 Farmers Turnpike Sector Plan because every time they got an iteration before Planning Commission the amount of industrial land shown on future land use map seemed to go down.

Mr. Ross said when his group did the numbers and showed their plan it had more industrial space with more at the east end.

Commissioner Rasmussen said the ultimate plan that Planning Commission ended up voting on was quite a bit less industrial land than what they started with. He said he voted against it because he felt the amount of industrial space along that corridor went down inappropriately.

Commissioner Blaser inquired about the comment in the Scenic Riverview Community Association letter regarding the probability of Kmart relocating its facilities away from Lawrence. He said he has not heard anything about that and asked if he had facts regarding that statement.

Mr. Ross said that was just conjecture based on some of the things the Scenic Riverview Community Association has talked about. He said it was a probability statement for them to think about.

Mr. McCullough said the Planning Commission inquired to him about the factuality of that statement because it was stated as a pretty hard statement in the letter 'it appears probable that Kmart will relocate its facilities away from Lawrence.' He said there have been recent discussions with Sears about a minor improvement at that site but there was no indication that they were ready to leave Lawrence, and in fact it was quite the opposite indication because they have invested a lot of time, money, and effort into a state of the art warehouse facility for their needs.

Mr. Don Rothwell said he was the executive of his father's estate which was directly west of the property in question and they agree with the annexation and rezoning. He said the new road was progress and if they don't have facilities in place for these corporations to relocate they will go somewhere else. He was in favor of the proposal.

Mr. Rich Mahaley said he lives across the highway from the land proposed for annexation and rezoning. He said at neighbor meetings he felt like the sector plan was in place and did not feel like the neighbors were involved. He said he would be able to see the facility across the highway. He said he has no problem with progress but he does have a problem with the level of zoning and felt that a lower zoning would be more appropriate. He expressed concern regarding drainage and flooding issues of the property. He said the property was far from the interchange and traffic would increase. He stated Queens Road was a chip-n-seal road and expressed concern about increased traffic on it. He also expressed concern about his property value being lowered.

Ms. Ermeling said she understood the need for some level of industrial but that it seems to be a committed major move to make it really available everywhere all around this community. She said it was necessary to have some of that and some variety of choices. She wondered why the solar business didn't consider the northwest corner of Highway 40/10. She said the point was to look at the bigger scope of things and that IG zoning does not necessarily equal jobs. She said this site and area has been determined that it is going to be IG and eliminates it to be something else that still brings in jobs and taxes. She said they do need sites for IG but how much. She questioned the concept that the whole thing needed to be IG and felt they needed variety.

APPLICANT CLOSING COMMENTS

Ms. Jane Eldredge thanked the Commission for being patient.

COMMISSION DISCUSSION

Commissioner Finkeldei asked staff to comment about the drainage that one of the speakers mentioned as a concern.

Mr. McCullough said development was a linear process. He said they will determine through studies where warrants will exist for making improvements for adding elements of bike lanes, sidewalks, paths, and such. He said that development starts out unimproved and as development occurs they make the necessary improvements required. The road improvements and drainage issues would be studied at the appropriate process development time and that it was not necessarily at the rezoning and annexation time. He felt the city stormwater standards were higher than the county and that they go to great lengths to retain/detain water appropriately for each development.

Commissioner Harris inquired about the sentence 'will not hinder or prevent the proper growth of that area.' She asked for examples of projects that they would conclude that it would hinder growth and development.

Mr. McCullough said if there were a utility plan that was associated with this request that may not have been thoughtfully planned out and wouldn't take the whole watershed into account. Some of those decisions have to be made as they move down the line on those projects. He said they have tried to demonstrate that if they are seeking to develop industrially there may be interim infrastructure solutions that may have to occur in the interim until urban services are required or can be extended to those development projects. He said industrial development was a little different animal than residential and commercial development because it could be a much longer timeframe to get full occupants. He said East Hills Business Park, for example, was still not fully occupied. He said in this particular case the ground work and foundation have been laid for proper growth and development because they have done the sector planning, in the midst of utility planning, reviewing master plans, and looking at a first step in development on a couple of parcels. He said this was not the first parcel to annex and rezone in the Farmer's Turnpike Sector Plan.

Mr. Corliss said the language was taken from KSA520c, which was the island annexation statute. He said its primary purpose was to make sure cities would not annex property that would interfere with the orderly development of other cities. He gave an example of where there would be major conflict, such as if the city wanted to annex property that would be in the orderly growth pattern of another urbanizing area or incorporated city.

Commissioner Harris said on Monday they talked a lot about traffic on Farmer's Turnpike and that it was good that Berry's Plastics would have lighter truck loads. She wondered about the possible impact of heavier truck loads on the road from this project.

Mr. McCullough said if there were improvements warranted, such as turn lanes or signalization, could be paid for by a specific project or part of a benefit district that would be shared by a finite area of property owners. He said the traffic studies help determine when those things are needed. He said the Farmer's Turnpike carries a lot of truck traffic today because of the industry to the east over to the west interchange. He said typically arterial road sections were borne by the public at large.

Commissioner Harris asked if the public at large was the county or city.

Mr. McCullough said it could be either and depends on whether it's a shared or internal road.

Commissioner Liese said he was really doing his best to keep the annexation and rezoning separate. He asked each Commissioner to comment about keeping them separate. He wondered if they could really break the requests apart.

Commissioner Finkeldei said the short answer was yes because it was two separate votes. He said he would support the annexation and rezoning. He said a few months ago he voted against the Lowe's project location because it went against a lot of different sector plans in place. He said in this case he would support the annexation and rezoning because of the sector plan that was passed designating the land as IG. He said he respectfully disagreed with people who said there was no public input process. He said he personally sat through five Planning Commission meetings regarding the subject. He said it was true they did not adopt the plan everyone agreed with or liked but that there was certainly a public input process. He said Planning Commission, City Commission, and County Commission all adopted the sector plan. He said the request complies with the plan. He said annexation was consistent within the urban growth area and in an area that was planned for. He felt it was important to have IG zoned land available. He said regarding the domino effect, it depended if there was other land to be used. He felt it was important to follow plans that they pass.

Commissioner Singleton said she would support both the annexation and rezoning for a variety of reasons. She said it does go along with sector plan that went through the appropriate process. She said she voted against the sector plan and was in the minority. She said she remembered Planning Commission meetings that went till 1:00am listening to public comment and that some of the compromises went into the plan. She said there was public participation and that this was the sector plan that came out of the process. She felt as a Planning Commission they were responsible for looking to the sector plan for guidance when making decisions. She said

this piece of property makes complete sense because it abuts I-70 which is noisy and not pretty. She felt this was an appropriate use of the land and would be good for the community.

Commissioner Liese said their comments were helpful.

Commissioner Hird said the process was long and not easy. He respectfully disagreed with the comments about there not being public input. He said unfortunately sometimes when people's substantive ideas are not incorporated it becomes the fault of the process instead of the ideas. He said that intelligent honest people can disagree and that's what they had in developing this sector plan. He reminded them not to lose sight of Horizon 2020 which applies to this region identified for growth. He said he was a rural resident himself and he appreciated the comments about the change that comes to an area. He said he would probably be opposed to it as well if he lived in the area and he was glad people have been participating in the process. He said the fact of the matter is that it was consistent with the sector plan. He stated through the 14 public meetings he felt everyone had a chance to air their opinions and this was the sector plan that was adopted. He agreed with Commissioner Finkeldei that if they adopt a sector plan and then immediately turn around and say "we really didn't mean it" then they undermined the process. He said he would support the applicant and hoped that a refinery would not be what people see when they drive into town because the appearance of the community was important.

Commissioner Harris agreed that there was public input and compromises at the Planning Commission stage. She felt that some of the heartburn from the folks who live out there comes from the beginning process where a plan was presented to them. She said another area of heartburn was that the plan Ms. Bonnie Johnson presented didn't get any traction. She said the majority of Planning Commissioners did not agree with the public concerns and instead approved the sector plan, and so did the City and the County. She said although she did not vote in favor of the plan it was the tool that was in place and they must use now. She said when she discussed her thoughts about this plan she thought there should be some industry out in that area near the interchange and this property was near the interchange. She said she would be happier if it was zoned IL instead of IG, but she did not have a problem with it being industrial. She said as far as the annexation being tied with the zoning Ms. Eldredge pointed out earlier if this was in the city then the property would comply with city standards and guidelines which were more stringent than the county. She said she would prefer to annex property after the infrastructure plan was completed. She said if they deny the annexation they would have to come back with county zoning.

Commissioner Hird inquired about the difference between the public process of a sector plan versus a neighborhood plan.

Mr. McCullough said probably each one of the sector plans and neighborhood plans have started out a little bit differently. He said there was staff analysis to determine elements and issues. He said one big difference is that the neighborhood plans is typically urbanized already and sector plans are typically non-urbanized in nature. He said typically staff likes to go to meetings with a concept plan for the public to react to. He said if they don't start with something for the public to react to it doesn't go very far very quickly and can be muddled.

Commissioner Rasmussen said they heard a lot of testimony and continuing frustration about the 155 acre parcel but that was not what was before them tonight. He said the property before them tonight fits with the sector plan. He said they took a lot of public comment for the sector plan and compromises were made on both sides. He said he voted against the sector plan because he felt that with the access to I-70 this was a natural location for more industrial development. He felt they would see more requests for industrial development and that they would probably be amending the sector plan at some point in the future to provide for more industrial development. He said the Development Code says the purpose of IL land was to primarily intended to accommodate low impact industrial wholesale and warehouse operations that are employment intensive and compatible with commercial land uses. He said he wouldn't consider this area as commercial land area. He said the definition of IG zoning was primarily intended to accommodate moderate and high

impact industrial uses, including large scale or specialized industrial operations requiring good transportation access. He said this proposal fits that definition so he would be support the annexation and rezoning.

Commissioner Burger said she would support the annexation and rezoning because it falls within the guidelines of the sector plan. She agreed that there needed to be multiple sites to choose from. She said if the city perhaps owned all the available property that could be developed that might not be an issue, but having various sites was as much about having different opportunities to deal with different developers. She said she did not like everything about this but felt that sticking with the sector plan was the best thing they could do at this point.

Commissioner Liese said his responsibility was to the larger community and that the sector plan was important. He said if he were to vote for the annexation and against the zoning it would be because he was disturbed by stories regarding the process. He said he would vote in favor of the annexation and zoning given that the sector plan was in place before he was on the Planning Commission.

Commissioner Blaser said he would vote in favor of both proposals. He felt that IG zoning was the right zoning for the area. He did not necessarily agree that the shape of the land was a big issue. He wished they did not have to do spot annexation but in this case they need industrial land and need all kinds of industrial land in different locations.

Commissioner Rasmussen said they needed to keep in perspective that the interchange added to I-70 where K-10 meets I-70 changed the dynamic and changed the character of the land radiating out from that, which was a natural occurrence.

ACTION TAKEN on Item 6A

Motioned by Commissioner Rasmussen, seconded by Commissioner Hird, to approve the annexation (A-9-3-10) and forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

Recommend that the City Commission approve the requested 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 subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Commissioner Harris said she would reluctantly vote in favor of the motion but said she would prefer it was zoned to IL not IG. She said she was not comfortable with approving annexation without having an infrastructure plan ahead of time but said having the land annexed before it was rezoned would give the residents out there the best possible industrial project on that land.

Unanimously approved 8-0. Student Commissioner Davis voted in favor.

ACTION TAKEN on Item 6B

Motioned by Commissioner Rasmussen, seconded by Commissioner Hird, to approve the rezoning (Z-9-13-10) request for 51.13 acres from County A-1 (Suburban Home Residential) to City IG (General Industrial) District

and forwarding it to the City Commission with a recommendation for approval based on the findings of fact found in the body of the staff report.

Commissioner Liese said he would vote in favor of the motion because they were supposed to support the sector plan.

Unanimously approved 8-0. Student Commissioner Davis voted in favor.

Excerpts from the September 21, 2010 City Commission meeting

Jim Haines pulled from the consent agenda, the annexation (A-9-3-10) request of approximately 51.13 acres, located at the southwest corner of N 1800 Road (Farmers Turnpike) and E 1000 Road (Queens Extended), for separate discussion.

He said he and his wife lived directly across the Farmer's Turnpike and were significantly involved in the island annexation of the 155 acres, a mile west of his home and that annexation was still not completely resolved. He said he was requesting that the City Commission not refer this annexation to the Planning Commission.

He said when they went through the process of considering the earlier annexation, one of the objections that were raised by the neighborhood association that opposed that annexation was the piecemeal annexation was not a sound planning process. He said they were told that the earlier annexation was not going to be part of a piecemeal annexation of additional land in that area into the City and the 155 acres that was in question, at that time, was an exceptional circumstance for many reasons and that they had no reason to believe that that would set a pattern for the future and now they were at step one of what appeared to be exactly, what he thought he believed were told, would not happen. He said in his view, at a minimum, the discussion should be set for another evening so there was more adequate notice to the people who lived in that area and could be present for discussion of this annexation. He said he hoped the City Commission would object to this, out of hand, as being an inappropriate approach to land planning.

Marguerite Emerling said she would like to put in that same request that it not be forwarded on the Planning Commission at this time, for a couple of reasons and one was that land was platted as a rural subdivision and it got into a lot of area that was yet to even be understood and comprehended, including Kansas law pertaining to Rural Water District 6 and its entitlement to be compensated for land that was being removed from

their territory into the municipal system and she was not aware there had been any conversation as to how that might be efficient, effective, and economical for this community or for the rural water district.

In addition, if it was predicated on that sector plan, it had been acknowledged by both City and County to their legal representation that it was less than ideally handled. It was to be a process through which there was a negotiation between municipal needs, property owners, and the general public. The majority of property owners were never even entered or advised that this was happening, nor included in the discussion about forming that sector plan.

In addition, those that were presented were denied any representation by the City Planning Department, for their ideas and their ideas were struck down and never brought to the Commission's attention. She said that the entire thing happened in three months which was hardly effective for a proper sector plan discussion.

Mayor Amyx said that was absolutely wrong.

Emerling said she would like to have the Mayor explain to the general public the sequence of events, the parties that were present, and in the newspaper. Again, she said generally speaking, the sector plan had something to be resolved which was her belief and shared by others. She said there was so much going on and knew that it had not come to a place where they could be working for something similar to make work. She said they would like to have a different setting on this course, but it would not begin on the basis on entering into another piece of island annexation. She said if there was any way to commit to discussions outside and apart, it would be something the entire area would be willing to do.

Mayor Amyx said he believed that everything deserved its day in court and this was the opportunity to send this item to the Planning Commission for recommendation as to whether or not this property should be annexed. If anything was to change through

that process the property owners in that area would have the opportunity to be a part of the process because that was how the process worked.

Moved by Johnson, seconded by Chestnut to receive the annexation (A-9-3-10) request of approximately 51.13 acres, located at the southwest corner of North 1800 Road (Farmers Turnpike) and E 1000 Road (Queens Extended) and refer the item to the Planning Commission for recommendation. Motion carried unanimously.

RESOLUTION NO. 6910**A RESOLUTION OF THE CITY OF LAWRENCE, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY PURSUANT TO K.S.A. 12-520c.****BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:**

Section 1. The Governing Body finds that the City of Lawrence, Kansas has received from the owner a written request and a Petition and Consent for the voluntary annexation into the City of Lawrence, Kansas of the property described in Section 2. The Governing Body further finds that such property is within Douglas County, Kansas, does not adjoin the contiguous boundaries of the City, and that annexation into the City is advisable. The Governing Body further finds that the provisions of K.S.A. 12-520c require that the Board of County Commissioners of Douglas County make certain determinations concerning the property.

Section 2. The property is legally described to wit:

A tract of land located in the Northeast Quarter (NE¼) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE¼) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE¼); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE¼); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.

Section 3. The Governing Body hereby respectfully requests that the Board of County Commissioners of Douglas County find and determine that the requested annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County, all as provided by K.S.A. 12-520c.

Section 4. The City of Lawrence, Kansas reserves the right to annex such land under other statutory authority should the conditions arise that would permit such annexation.

Section 5. That if it is subsequently determined that the City of Lawrence, Kansas lacks the authority to annex any portion of land described in Section 2, the City hereby declares its intent to annex the remaining portion of such land.

Adopted by the Governing Body of the City of Lawrence, Kansas this ____ day of _____, 2010.

Mike Amyx, Mayor

ATTEST:

Jonathan Douglass, City Clerk

Approved as to legal form:

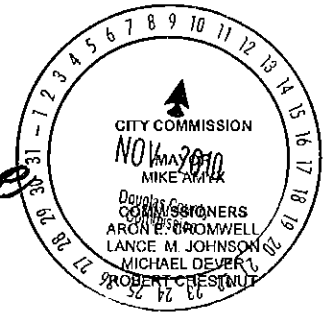
Toni Ramirez Wheeler, Director of the Legal Department

Approved as to closure of the legal description:

Charles F. Soules, Director of Public Works



City of Lawrence KANSAS



DAVID L. CORLISS
CITY MANAGER

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November 10, 2010

Jamie Shew
Douglas County Clerk
1100 Massachusetts Street
First Level
Lawrence, Kansas 66044

**Re: Certified Copy of Resolution No. 6910 Concerning the Annexation of
Approximately 51 Acres of Land Pursuant to K.S.A. 12-520c**

Dear Mr. Shew:

Please find enclosed a certified copy of Resolution No. 6910, a resolution of the City of Lawrence, Kansas requesting the Board of County Commissioners of Douglas County make certain findings regarding the annexation of property pursuant to K.S.A. 12-520c. The governing body of the City respectfully requests that the Board find and determine that the annexation of the land described in the Resolution will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County. K.S.A. 12-520c provides that the County shall within thirty (30) days following receipt of the City's resolution, make findings and notify the governing body of the City of the findings. Further, the statute calls for the Board's findings to be spread at length upon the Board's journal.

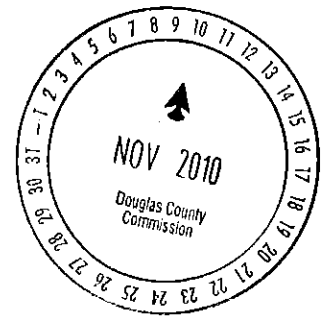
If you have any questions, please do not hesitate to contact the City's Legal Department Director, Toni Wheeler, at 832.3404.

Sincerely,

Jonathan M. Douglass
City Clerk

C: Craig Weinaug, County Administrator (with Enclosure)
David L. Corliss, City Manager (without Enclosure)
Scott McCullough, Director of Planning and Development Services (without Enclosure)





RESOLUTION NO. 6910

A RESOLUTION OF THE CITY OF LAWRENCE, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY PURSUANT TO K.S.A. 12-520c.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

Section 1. The Governing Body finds that the City of Lawrence, Kansas has received from the owner a written request and a Petition and Consent for the voluntary annexation into the City of Lawrence, Kansas of the property described in Section 2. The Governing Body further finds that such property is within Douglas County, Kansas, does not adjoin the contiguous boundaries of the City, and that annexation into the City is advisable. The Governing Body further finds that the provisions of K.S.A. 12-520c require that the Board of County Commissioners of Douglas County make certain determinations concerning the property.

Section 2. The property is legally described to wit:

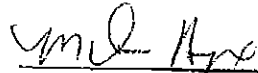
A tract of land located in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE $\frac{1}{4}$) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE $\frac{1}{4}$); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.

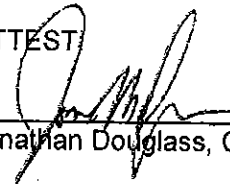
Section 3. The Governing Body hereby respectfully requests that the Board of County Commissioners of Douglas County find and determine that the requested annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County, all as provided by K.S.A. 12-520c.

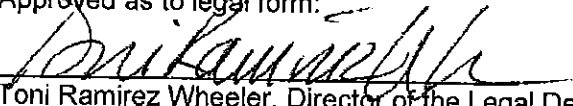
Section 4. The City of Lawrence, Kansas reserves the right to annex such land under other statutory authority should the conditions arise that would permit such annexation.

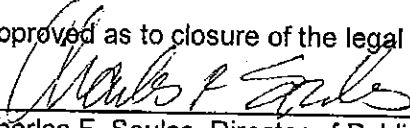
Section 5. That if it is subsequently determined that the City of Lawrence, Kansas lacks the authority to annex any portion of land described in Section 2, the City hereby declares its intent to annex the remaining portion of such land.

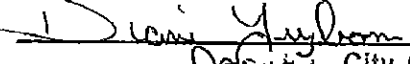
Adopted by the Governing Body of the City of Lawrence, Kansas this 9th day of November 2010.


Mike Amyx, Mayor

ATTEST

Jonathan Douglass, City Clerk

Approved as to legal form:

Toni Ramirez Wheeler, Director of the Legal Department

Approved as to closure of the legal description:

Charles F. Soules, Director of Public Works

CERTIFICATION Deputy
I, Diane Trybom City Clerk for the
City of Lawrence, Kansas, do hereby certify
this to be a true and exact copy of
Resolution 6910 on file in my office.

Deputy City Clerk

November 10, 2010

Dear Commissioners;

I love living out in the country, but am not a fan of the gravel roads. So a couple of years ago I was excited to see roads east of us, off the Farmers Turnpike, were getting chip seal. I called the Douglas County office to find out when our road was scheduled. It was not. And there was no budget to do so. If we wanted our road to be upgraded, we had to create a benefits district and pay for the cost directly.

This is when I became educated on the boundaries of the Lecompton Township and the Wakarusa Township. I also found out that Wakarusa has the Westar facility which pays taxes that provides the funding for nice services in their township. So I realize if we want improved services, we have to pay out-of-pocket, or we need a 'Westar'.

Many folks are telling us how great it is that the Farmers Turnpike area has direct access to I-70 and how this area was meant for industrial development. Many of the area homeowners realize that progress is imminent.

My questions to you: Why does the City of Lawrence deserve this land more than the Lecompton Township? Why should we hand over future tax revenue to the City? Does the Lecompton Township not deserve to have improved services?

Most of my concerns related to island annexation, is the property only will be annexed. So the City will receive benefits, but the surrounding neighbors will not. The City wins and the neighbors lose as we will see and smell the heavy industrial park while we drive to our devalued homes on roads that need improvement. The City will not make improvements to the surrounding area as that will be a County issue and not within the jurisdiction of the City.

I propose to our County Commissioners to select a win-win proposition. Keep this property in the Lecompton Township in Douglas County. Let's create a team of volunteers who can develop a comprehensive plan for a rural industrial park that will benefit its neighbors. There are more 'Fritzel' type developers and more 'Berry Plastic' type tenants that I'm sure would be more than willing to work with us and select our wonderful rural setting for their business.

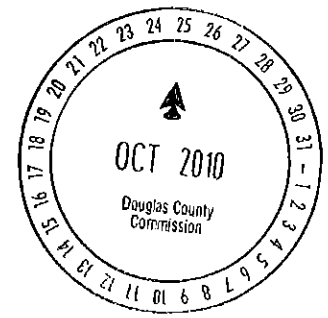
I ask the Commissioners to not only deny this annexation and any future annexation requests, but to also revisit the 155 acre annexation that has already occurred. There should be no further hand-off of future revenue to the City. We need to keep all current and future industrial development north of I-70 in our townships and not hand this much needed funding for local services over to the City of Lawrence.

This annexation request does hinder the proper growth and development of our township!

Sincerely,
Glenda (Susie) Ross
1855 E 950th Road
Lawrence, KS 66049

Copies to BOCC

Nancy Thellman



October 24, 2010

Dear Commissioners,

The membership of the Scenic Riverway Community Association wish to share with the Commissioners our thoughts on the proposed annexation and rezoning of the 51 acre site located on the Farmer's Turnpike. We strongly oppose this application based on the following:

Historical Planning Considerations. The community has a rich history of adverse consequences resulting from abrupt departure from comprehensive plans. The South Lawrence Trafficway is an example. Plan 95, adopted in 1977, envisioned a circumferential road connecting I-70 to K-10 east of the city, looping to the west south of the Wakarusa River, and continuing north to North 1800 Road (Farmers' Turnpike). Instead of implementing this plan, or carefully reviewing alternatives, a controversial road has awaited completion for a quarter of a century.

For over 35 years the comprehensive plan projected industrial growth south of K-10 on the eastern edge of Lawrence. This designation appears to have been insightful – particularly if K-10 and I-70 were linked in this area. Based upon the expectation of industrial land use, transitional zones could be planned and land values would adjust to this long-range forecast. Conversely, when a large tract of ground in the northwest was reclassified for industrial use, many existing properties were adversely impacted. This is the kind of situation that comprehensive planning is designed to avoid.

Future Planning Considerations. Lawrence has a significant amount of land within the city limits (much of it platted) zoned for residential, commercial, and industrial use. Improved commercial and industrial properties are available. Land and facilities are available to accommodate the bioscience initiative, which represents the most promising activity in support of economic development. Approximately, 20 years ago (based on informed demographic calculations) a need for 1,000 acres of industrial ground was forecast. This model assumed an annual 2% population growth and industrial site demand based upon historical data. Population growth has slowed dramatically and, more importantly, industrial growth is one of the slowest performing sectors in the US economy. There is little likelihood that traditional industrial

development will play a significant role in attracting new businesses to the Lawrence community.

Before pressing ahead with plan modification, annexations, and rezoning, it would seem wise to undertake an analytical process to reasonably forecast the community's land use needs over the next 20 years. It is a generally accepted planning rule that the Urban Growth Area represents where and how a community will grow over the next 20 years. The Urban Growth Boundary for Lawrence appears to be way too expansive and lacks comprehensive land use definition. The comprehensive plan and Urban Growth Area should be tightly coupled with infrastructure master plans. When land developers are allowed to dictate the direction and nature of development, these valuable planning documents become unsynchronized.

Planning for industrial growth should evaluate several scenarios. Building sites in and around the Santa Fe Industrial Park should be investigated and inventoried. Infrastructure is readily available. Because Kansas City is becoming a major inter-modal distribution center, it appears probable that K-Mart will relocate its facilities away from Lawrence (the cost to move freight by rail is 10% of the cost of truck transport). Lawrence should prepare and plan for this event. Redevelopment of the Farmland site will provide opportunities for growth that should be incorporated into the planning process. Land on the west side of the SLT near Highway 40 is planned for industrial development. This site provides easy access to I-70.

Infrastructure and Fiscal Implications. Annexation is the first step toward developing an area. Normally, the extension of infrastructure is well planned and imminent prior to annexation. Other than sending a clear signal with respect to the direction of development, annexation without intent to extend infrastructure would appear to be premature and pointless. If major development northwest of Lawrence is to be undertaken, the fiscal impact should be carefully measured. The decision to locate the new wastewater treatment facility on the extreme southeast edge of Lawrence was based, in part, on future growth south of the Wakarusa River. The plant will progressively serve thousands of acres of development with gravity-flow sanitary sewer lines. This plan for development is cost-effective. In contrast, large-scale sewer demand northwest of Lawrence will require construction of a major trunk line to convey sewage to the new treatment plant. This plan for development will be very expensive. If development pressure is to continue in the northwest, at a minimum, an engineering study should be commissioned to determine the fiscal implication.

Island annexation is a negative phrase among professional planners. Only in very rare circumstances does this municipal action make sense. The East Hills Business Park may be an example of a defensible exception. It would have been difficult to accomplish a contiguous annexation. There was a need for industrial sites and a plan

in place to immediately extend infrastructure. It would be difficult to find examples across the country of communities engaging in speculative island annexations with no immediate plans to extend infrastructure. Not only does this practice serve no clear purpose, it may create barriers for responsible land use in the future.

Farmer's Turnpike Sector Plan Review. This plan was adopted without the benefit and inclusion of the resident stakeholders input from the sector area or as a part of a master plan. It was initiated and undertaken for a single property owner. The plan concepts by the Neighborhood Association were not adequately represented in the public forum by staff. The Neighborhood Association's ideas were not included in the adopted document.

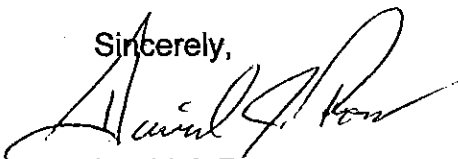
Upon annexation of the 155 acre property at the intersection of K10 and Farmers Turnpike, the City Commissioners stated there would be no city funding for utilities to the property for the foreseeable future. The commenting Commissioners and Planning Staff stated that the Sector Plan did not commit this area to specific zoning, only to broad conceptual ideas for urbanization and that it was a plan to evolve over the next 20-30 years. Moving forward on additional new annexations and rezoning within a year's time, is a breach of promise from what was understood by the sector area residents.

In Summary. Before further annexation and rezoning, there needs to be a comprehensive plan tightly coupled with infrastructure master plans. (Utilizing the Charrette Planning Process would be a great option.) This would result in public awareness of the master plan and how we'll get there, prior to any submissions of changes into the City or County.

We can develop a plan that everyone can support.

The members of the Scenic Riverway Community Association respectfully request that the Planning, City, and County Commissioners reject this annexation and subsequent rezoning application, based on the above.

Sincerely,



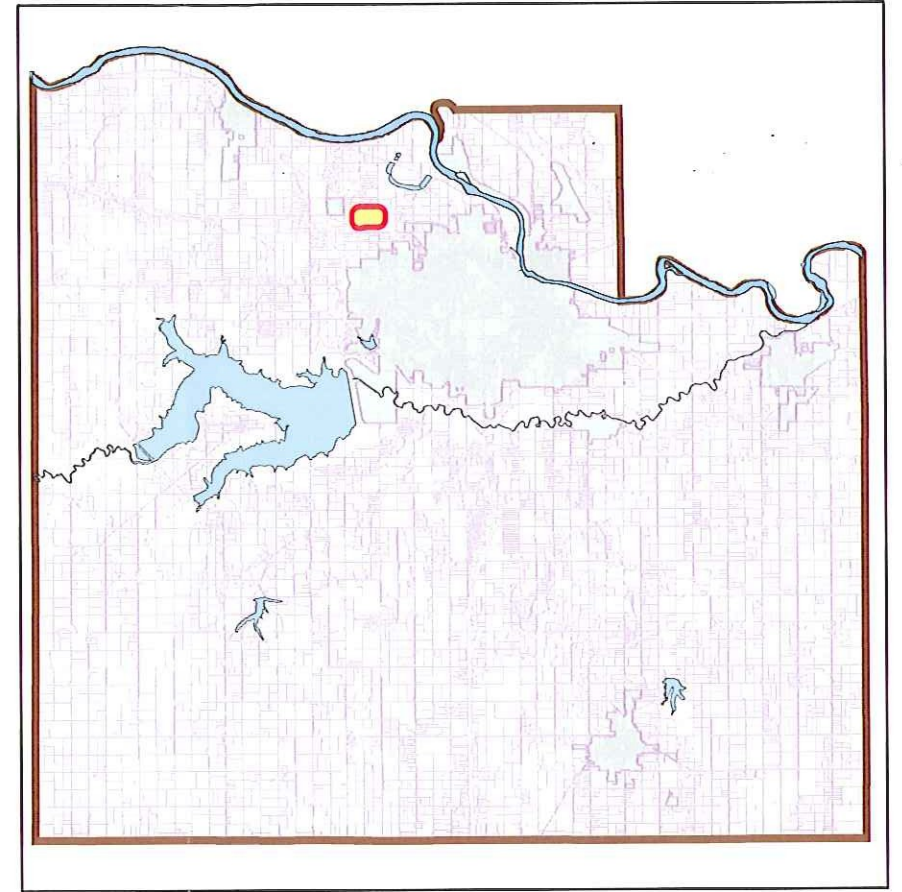
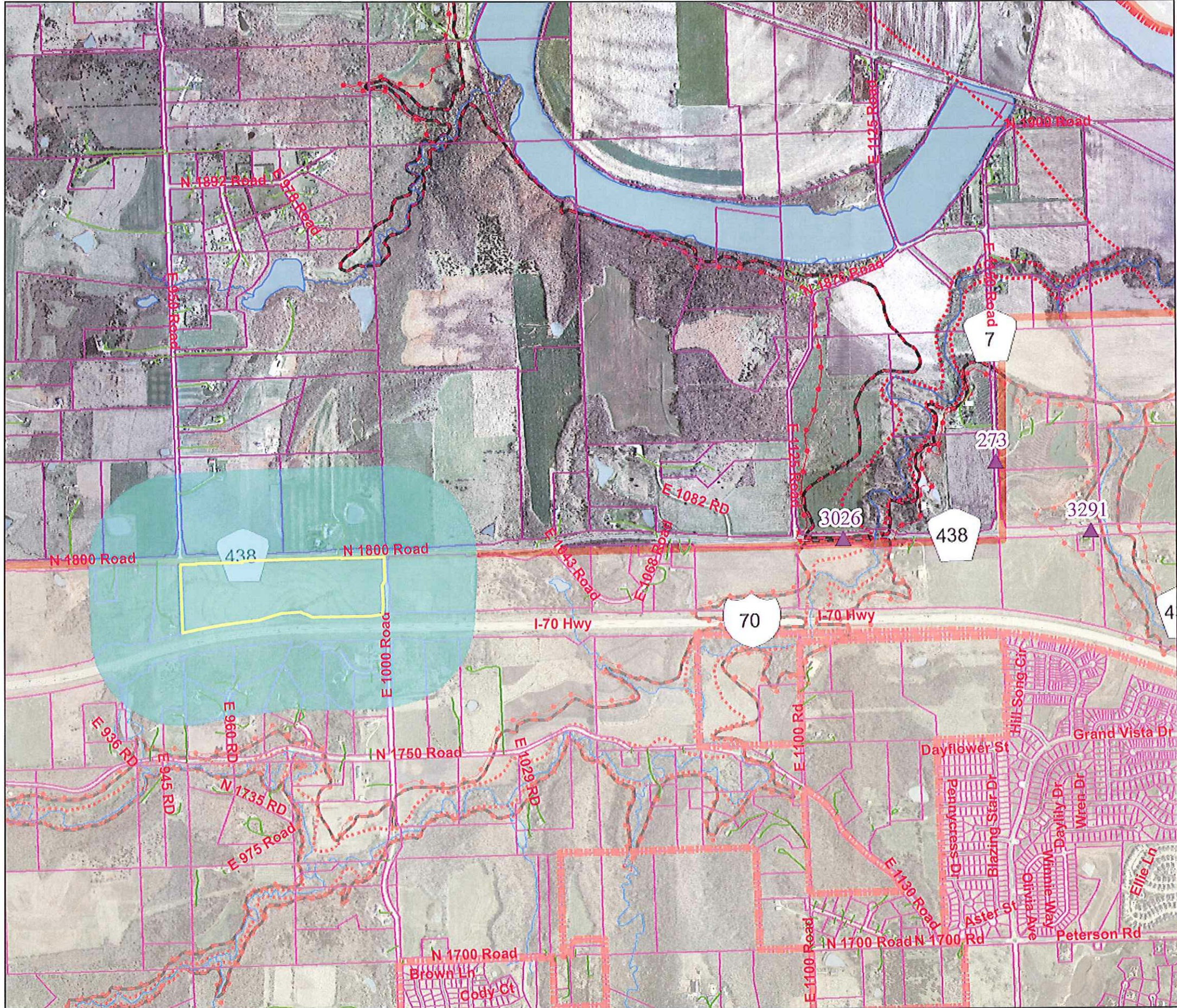
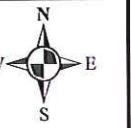
David J. Ross

President

The Scenic Riverway Community Association

The Scenic Riverway Community Association is a Neighborhood Association of Households in the Northwest Area of Douglas County.

ANNEXING 51.13 ACRES



ANNEXING 51.13 ACRES

- Annexation_51.13_Acres
- DC 2009 Counts

This map was produced by Douglas County GIS.
 It is for reference only and is not intended for conveyances, nor is it a legal survey.