

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## Amended Agenda

### WEDNESDAY, MAY 18, 2011

6:35 p.m.

-Convene

-Consider approval to proclamation the month of May 2011 as "Older American's Month." (Pattie Johnston and Donna Swall)

## CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider acquisition of right-of-way for Drainage Structure No. 1.00N-8.81E (Michael Kelly);
- (c) Consider acquisition of right-of-way for Drainage Structure No. 15.00N-7.53E (Michael Kelly);
- (d) Consider approval of an agreement for extension of water main pipeline/water service to Berry Plastics warehouse facility (Craig Weinaug);
- (e) Consider purchase of a used breaker for excavator for Public Works Department (Mike Perkins); and
- (f) Consider approval of Notice to the Township Board for Cereal Malt Beverage Licenses for Clinton Marine Parking Lot Special Events on May 18, 2011 (Clerk's Office)

## REGULAR AGENDA

- (2) Consider approval of Project Agreement with KDOT for Economic Development program funding of improvements to Route 438 associated with the Berry Plastics distribution facility (Keith Browning)
- (3) Consider approval of Outdoor Warning Siren System for Douglas County (Teri Smith)
- (4) Consider approval of **SP-3-16-11**, a site plan for construction of a 24,000 SF industrial building for McFarlane Aviation Products, on approximately 41.96 acres located at 696 E 1700 Road, southeast of the intersection of N 1700 and E 700 Roads. Site plan was submitted by Landplan Engineering, for Land & Sky, LC, property owner of record. (Sandra Day is the Planner)
- (5) Executive Session for the purpose of consultation to discuss possible acquisition of land.
- (6) Other Business
  - (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments:
    - Lawrence-Douglas County Metropolitan Planning Commission 05/31/11**
    - Board of Zoning Appeals 10/2011 (2 positions-current not eligible for reappointment)**
    - Heritage Conservation Council**
  - (c) Miscellaneous
  - (d) Public Comment
- (7) Adjourn

## WEDNESDAY, MAY 25, 2011 – Light Agenda

### WEDNESDAY, JUNE 1, 2011

6:35 p.m.

-Public hearing to consider creating a community improvement district in the vicinity of Yankee Tank Dam, to contribute to financing the costs of rehabilitating Yankee Tank Dam to bring the structure into compliance with state and federal safety regulations (Craig Weinaug)

-Continue discussion from the May 11, 2011 meeting, to consider approving Comprehensive Plan Amendment, CPA-6-5-09, to Horizon 2020 – Chapter 14 to include the Northeast Sector Plan and adopt

joint Ordinance No. 8591/Resolution for Comprehensive Plan Amendment (CPA-6-5-09) amending Horizon 2020 - Chapter 14 to include the Northeast Sector Plan. (PC Item 4; approved 5-4 on 9/20/10) (Dan Warner is the Planner)

**WEDNESDAY, JUNE 8, 2011**

**WEDNESDAY, JUNE 15, 2011**

**WEDNESDAY, JUNE 22, 2011**

**WEDNESDAY, JUNE 29, 2011**

***Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.***



*Office of the County Commission*  
**PROCLAMATION**  
*For Douglas County, Kansas*

**Whereas**, Douglas County is a community that includes citizens aged 60 and older; and

**Whereas**, the older adults in Douglas County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

**Whereas**, our society can be enhanced by older adults aging peacefully in their communities; and

**Whereas**, the older adults in Douglas County should be commended for their role in creating and bolstering the fiber of our community and nation; and

**Whereas**, our community can provide that recognition and respect by enriching the quality of life for older Americans by:

- Increasing their opportunities to remain in their communities as active and engaged citizens;
- Providing services, technologies, and support systems that allow seniors to foster and maintain connections within the community; and
- Emphasizing the value of elders by publically recognizing their contributions to the diversity, strength, and unity of our community.

**NOW, THEREFORE**, the Board of County Commissioners of Douglas County, Kansas, do proclaim May 2011 as “**Older Americans Month**.” We urge every citizen to take time this month to honor our older adults and the professionals, family members, and volunteers who care for them. Our recognition of older Americans and their involvement in our lives can help us achieve stronger and more meaningful connections with each other and enrich our community’s quality of life.

**ADOPTED** this 18th day of May 2011.

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

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Jim Flory, Chairman

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Mike Gaughan, Vice-Chair

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Nancy Thellman, Member



## DOUGLAS COUNTY PUBLIC WORKS

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

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

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### MEMORANDUM

TO : Board of County Commissioners

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

DATE : May 12, 2011

RE : Drainage Structure Replacement; Bridge No. 1.00N – 8.81E  
Acquisition of Easement; Consent agenda

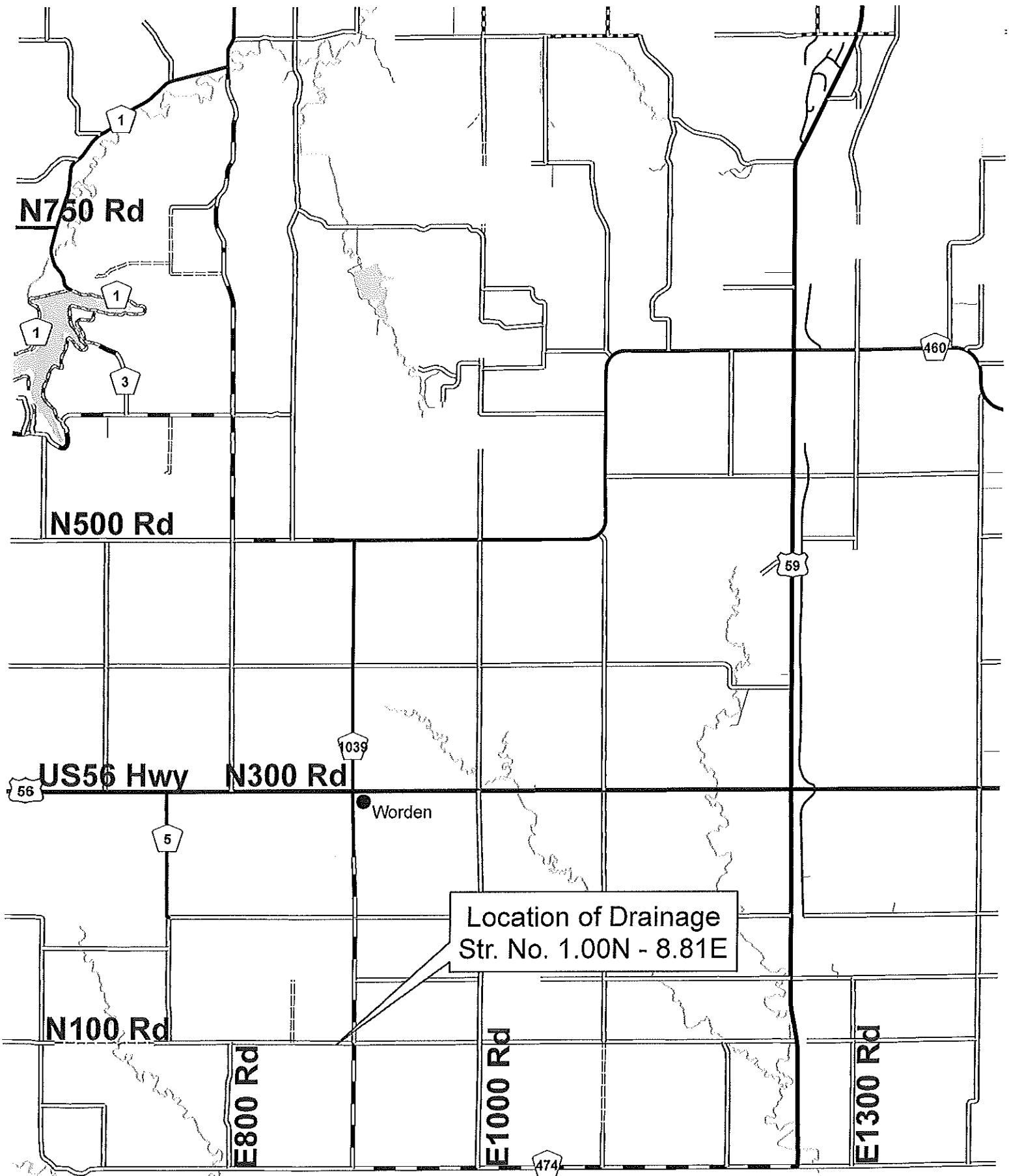
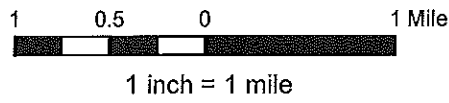
A project has been designed to replace a deficient drainage structure located 2 miles south and 0.20 miles west of Worden on N100 Road. Plans were developed in-house and negotiations with the pertinent landowners for permanent easement have been completed.

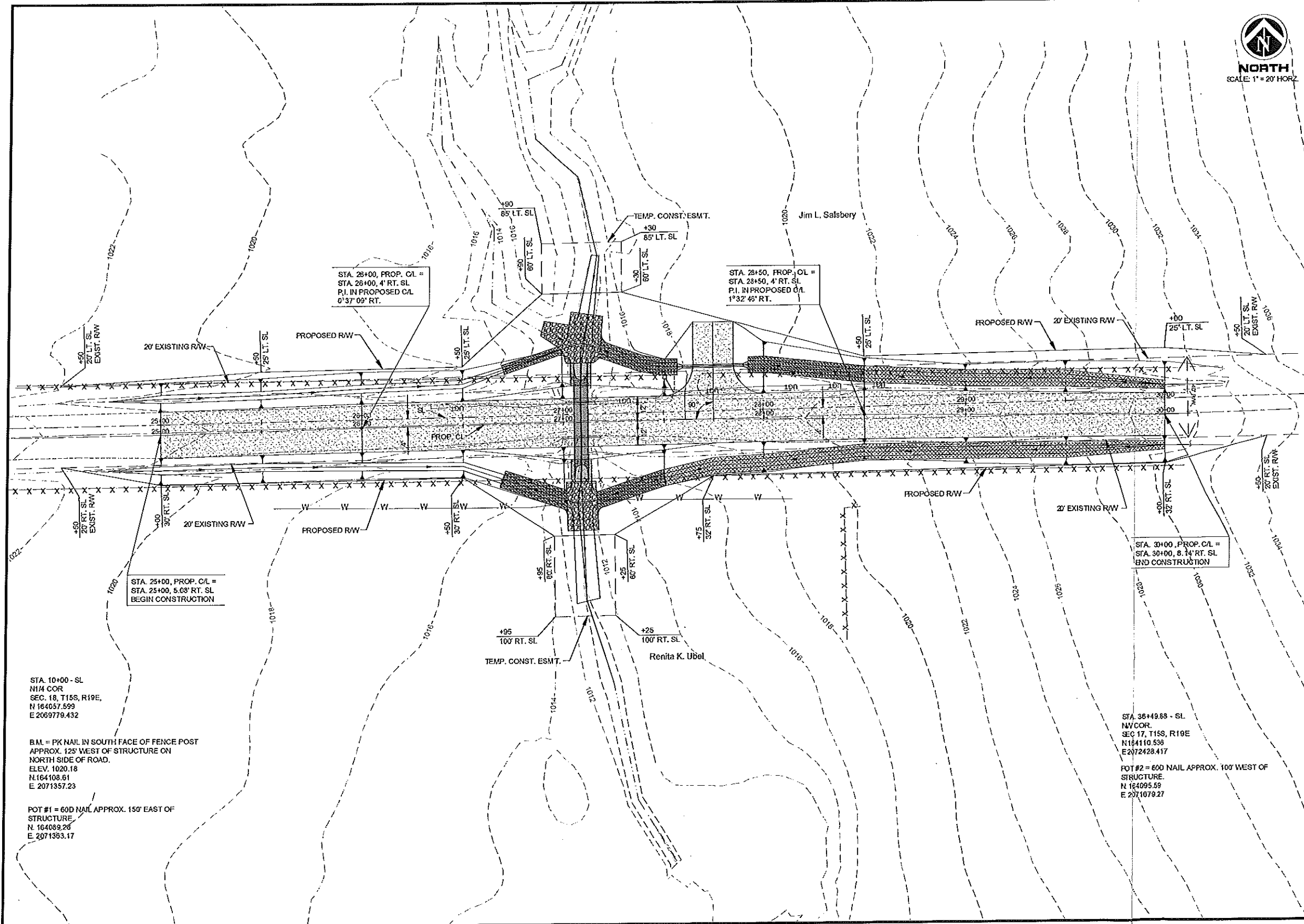
Construction is planned for mid-July 2011 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the two (2) attached CONTRACT's FOR HIGHWAY PURPOSES.

**ACTION REQUIRED:** Consent agenda approval of the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure No. 1.00N – 8.81E.

# Str. No. 1.00N - 8.81E General Location Map





**Douglas County Public Works**  
 1242 Massachusetts  
 Lawrence, Kansas 66044



PROJECT: ROAD AND DRAINAGE IMPROVEMENTS FOR 01.00N 08.81E
PROJECT NO.: 010801
DESIGNED BY: AA
DRAWN BY: JA
CHECKED BY: TA
DATE: 11/2008

**PROPOSED RW SHEET**  
 SHEET 3 OF 11

**ROAD AND DRAINAGE IMPROVEMENTS FOR 01.00N 08.81E**

STA. 10+00 - SL  
 NW COR  
 SEC. 18, T15S, R19E,  
 N 164057.599  
 E 2069779.432

B.M. = PK NAIL IN SOUTH FACE OF FENCE POST  
 APPROX. 125' WEST OF STRUCTURE ON  
 NORTH SIDE OF ROAD.  
 ELEV. 1020.18  
 N 164108.61  
 E 2071357.23

POT #1 = 60D NAIL APPROX. 150' EAST OF  
 STRUCTURE  
 N 164089.26  
 E 2071393.17

STA. 36+49.88 - SL  
 NW COR.  
 SEC. 17, T15S, R19E  
 N 164110.536  
 E 2072428.417

POT #2 = 60D NAIL APPROX. 100' WEST OF  
 STRUCTURE  
 N 164095.59  
 E 2071079.27



**DOUGLAS COUNTY PUBLIC WORKS**

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

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

**MEMORANDUM**

TO : Board of County Commissioners

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

DATE : May 12, 2011

RE : Drainage Structure Replacement; Bridge No. 15.00N – 7.53E  
Acquisition of Easement; Consent agenda

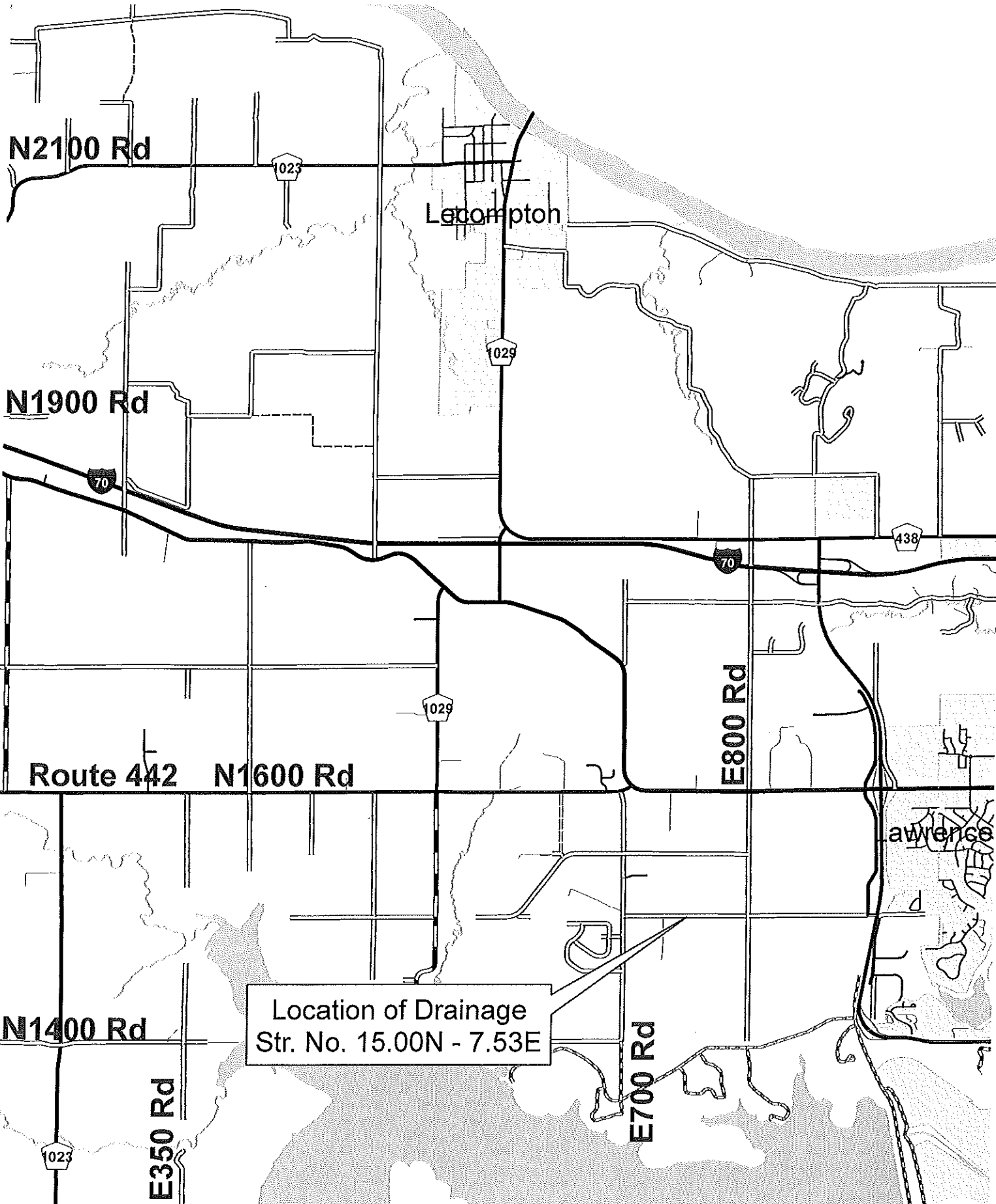
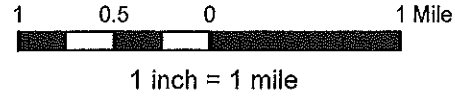
A project has been designed to replace a deficient drainage structure located on N1500 Road a distance of 1.5 miles west of K-10 (South Lawrence Trafficway). Plans were developed in-house and negotiations with the pertinent landowners for permanent easement have been completed.

Construction is tentatively planned for July or August 2011 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached three (3) CONTRACT's FOR HIGHWAY PURPOSES.

**ACTION REQUIRED:** Consent agenda approval of the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure No. 15.00N – 7.53E.

# Str. No. 15.00N - 7.53E General Location Map







NORTH  
SCALE: 1" = 30' HORZ

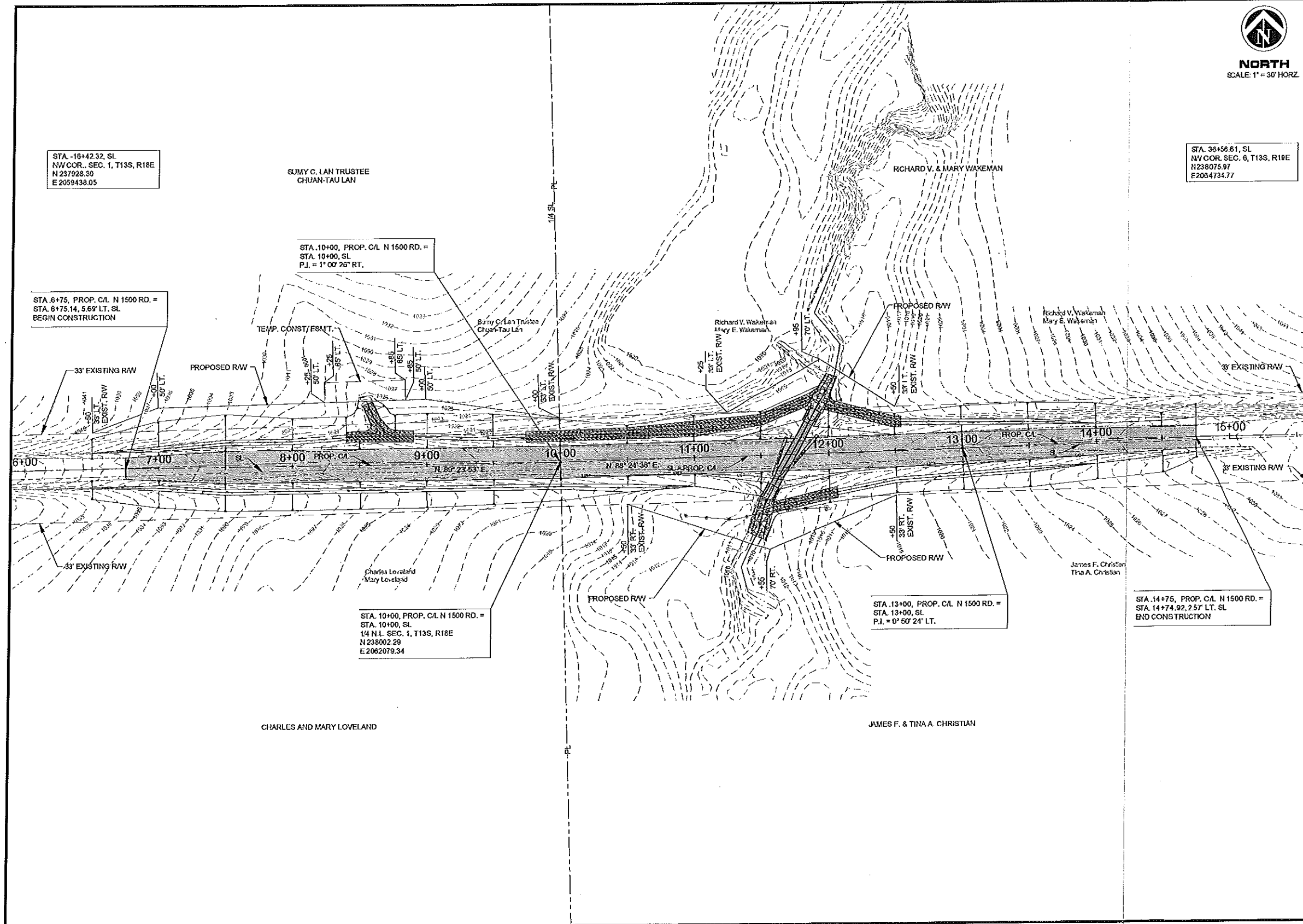
Douglas County Public Works  
1245 Massachusetts  
Lawrence, Kansas 66044



PROJECT:	IMPROVEMENTS AND UTILITY DIVISION
PROJECT NO.:	0753E
DESIGNED BY:	AS
CHECKED BY:	VA
DRAWN BY:	UA
DATE:	11/20/11

PROPOSED R/W  
SHEET 3 OF 10

N 1500 RD. - STRUCTURE NO. 1500N 0753E



STA. 16+42.32, SL  
NW COR., SEC. 1, T13S, R18E  
N 23° 28' 30"  
E 205° 43' 05"

SUMY C. LAN TRUSTEE  
CHUAN-TAU LAN

STA. 36+56.81, SL  
NW COR. SEC. 6, T13S, R18E  
N 23° 07' 57"  
E 206° 47' 34.77"

STA. 10+00, PROP. C/L N 1500 RD. =  
STA. 10+00, SL  
P.I. = 1° 00' 26" RT.

STA. 6+75, PROP. C/L N 1500 RD. =  
STA. 6+75.14, 5.66' LT. SL  
BEGIN CONSTRUCTION

TEMP. CONST./ESMT.

SUMY C. LAN TRUSTEE  
CHUAN-TAU LAN

Richard V. Wakeman  
Mary E. Wakeman

Richard V. Wakeman  
Mary E. Wakeman

STA. 10+00, PROP. C/L N 1500 RD. =  
STA. 10+00, SL  
14 N.L. SEC. 1, T13S, R18E  
N 23° 00' 29"  
E 206° 20' 34"

CHARLES AND MARY LOVELAND

STA. 13+00, PROP. C/L N 1500 RD. =  
STA. 13+00, SL  
P.I. = 0° 50' 24" LT.

JAMES F. & TINA A. CHRISTIAN

STA. 14+75, PROP. C/L N 1500 RD. =  
STA. 14+74.92, 2.57' LT. SL  
END CONSTRUCTION

**AGREEMENT FOR EXTENSION OF  
WATER MAIN PIPELINE/WATER SERVICE  
TO BERRY PLASTICS WAREHOUSE FACILITY,  
DOUGLAS COUNTY, KANSAS**

**THIS AGREEMENT** is made by and between **Rural Water District No. 6, Douglas County, Kansas** ("Water District") Douglas County, Kansas ("County"), GFC Company of Lawrence, L.C. ("General Contractor") and Packerware, LLC ("Owner"),

**WITNESSETH:**

**WHEREAS**, Water District owns and operates a public water supply, providing potable water to land located within the territory of its district in Douglas County, Kansas; and

**WHEREAS**, General Contractor is constructing a warehouse facility for Owner at 670 North 1800 Road, in Douglas County, Kansas (the "warehouse"), which is located in the territory of Water District; and

**WHEREAS**, Owner desires to have access to a connection with the Water District's water distribution system in order to supply water to certain functions at the warehouse, and Water District desires to make such connection available upon the terms and conditions set forth in this agreement.

**THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Design, Construction and Payment for Water District Main Improvements.**

Subject to the terms of this Agreement, Water District shall design and construct a water main replacement of the Water District's existing four inch (4") PVC pipe line on N. 1800 Road, between E. 700 Road and E. 800 Road (for a distance of approximately five-thousand (5,000) feet) with new six inch (6") PVC pipe line. Such design and construction shall be requisitioned according to Water District's policies. Upon completion of design of this project by Water District, the total estimated costs incurred, including engineering design and inspection, construction, legal, administration and right-of-way acquisition, shall be paid by the County to Water District, in cash, not later than thirty (30) days following billing by Water District to the County for the same. The contract for construction of such improvements shall not be awarded and no work shall commence until such sum has been received by Water District. Within thirty (30) days following completion, actual costs shall be determined and a cost summary shall be provided by Water District to the County. In the event that such actual costs exceed estimated costs, Water District shall invoice the County, and the County shall pay Water District the difference; and if such actual costs are less than estimated costs, Water District shall refund to the County such difference. Any amounts past due under the terms of this paragraph shall incur interest at the rate of eight percent (8%) per annum simple interest until paid. Water District shall make its best efforts to have this project completed and ready for service not later than September 30, 2011.

## **2. Connection to System.**

Upon completion of the improvements to Water District's water distribution system and subject to the purchase of the benefit units described in paragraph 4, below, Water District shall make a connection to Water District's water system available to the Owner. Such connection shall be made at a point agreed upon by Water District and Owner (in consultation with the General Contractor) ("the point of connection"). At such point of connection, Water District shall install a meter pit, a one inch (1") meter, and all related equipment and fittings ("meter installation") necessary to provide water service to the warehouse. The costs of meter installation, including engineering costs and labor for installation shall be paid to Water District by General Contractor not more than thirty (30) days following Water District's invoice to General Contractor for the same. The meter installation shall be the property of Water District and Water District shall thereafter be solely responsible for the care and maintenance of the water installation. In addition, General Contractor shall install, at no expense to the Water District or the County, a back flow prevention device of a type approved by Water District. Owner shall be solely liable for all costs incurred in the annual inspection and any maintenance performed on the back flow prevention device, and shall provide proof of appropriate inspection and maintenance of such device to Water District upon request no less frequently than annually.

## **3. Design, Construction and Payment for Water System Improvements.**

Owner shall be solely responsible for the design and construction of all water system improvements and facilities required or desired by Owner between the point of connection and the warehouse. Water District shall have no responsibility for design, construction or payment for any of these facilities.

## **4. Benefit Units.**

Within thirty (30) days following execution of this agreement by the parties hereto, Owner and/or General Contractor on Owner's behalf shall apply for issuance of one (1) commercial benefit unit by Water District to Owner (usable by Tenant in accordance with its lease with Owner), such application to be accompanied by payment to Water District in the sum of [Thirty-Nine Thousand Dollars (\$39,000.00)]. By its approval of this agreement, the board of directors of Water District hereby approves of the issuance of such benefit unit to Owner upon receipt of the payment as provided herein. Following issuance of such benefit unit by Water District to Owner, but not before water service becomes available to Owner by Water District at the point of connection, Owner shall be responsible for compliance with all terms and conditions of the By-Laws, Rules and Regulations and Policies of the Water District, including payment of the monthly minimum fee for each benefit unit issued, currently in the amount of \$315.00 per month. Such monthly minimum fee may vary from time to time as determined by the Board of Directors of the District, and shall first become payable for the month in which water service is available to the warehouse property, regardless of whether the Owner or General Contractor has made request for the meter installation.

## **5. Water Rate.**

Owner shall be responsible for payment for all water used, as measured by the meter at the point of connection. Owner shall be charged for water used at the Water District's customary user rate per gallon for commercial structures, such rate currently being \$5.60 per 1,000 gallons. Such water rate may vary from time to time as determined by the Board of Directors of the District.

#### **6. Sales Taxes.**

Owner shall pay to Water District all applicable sales taxes to be collected and remitted by Water District.

#### **7. Maximum Usage.**

The parties acknowledge and agree that the terms and conditions of this agreement are premised on Owner's use of an average of 135,000 gallons per month. In the event that Owner purchases more than 145,000 gallons per month during any three consecutive monthly billing periods, as determined by the meter, Owner shall apply to Water District for more water.

#### **8. On-Site Storage/Fire Protection.**

General Contractor shall construct and Owner shall maintain on site storage for fire protection to the warehouse and such other uses that exceed the supply capabilities of the Water District. The parties acknowledge and agree that the Water District is not capable of providing water service for fire protection; that Owner needs water for fire protection and that fire protection is being provided by Owner from its own supplies, including but not limited to ground storage tank(s) located on the warehouse property; and that Owner hereby releases, holds harmless, and agrees to indemnify Water District from any claims arising from the lack of or inadequacy of water for fire fighting, or any damage that may occur from fire at the warehouse.

#### **9. Conditions.**

The conditions which must be satisfied prior to the parties performance of this Agreement as provided herein shall consist of the following:

1. Approval by any regulatory agency having jurisdiction hereof, including but not limited the Kansas Department of Health & Environment ("KDHE") and any lenders of Water District.
2. If determined to be necessary by Water District, the Water District shall obtain, at no cost to Water District, a right-of-way easement for the construction, installation, use, inspection, repair and replacement of water lines and related facilities for construction of the facilities and/or meter installation, as provided in this agreement.

3. Payment by County to Water District for all costs associated with this Agreement or the extension of water service by Water District to the Warehouse, including performance of feasibility studies, attorneys' fees and the like, such costs to be invoiced by Water District to County for reimbursement.

**10. Addresses.**

Except as may be modified in writing, delivered to the other party hereto, any notices required to be made by one party to the other under the terms of this agreement shall be made to the parties at the following addresses:

If to Water District:

Rural Water District No. 6  
Douglas County, Kansas  
1973 N. 850 Road  
Lecompton, KS 66050

cc: Gary H. Hanson  
Stumbo Hanson, LLP  
2887 SW MacVicar Avenue  
Topeka, KS 66611

If to the County:

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

If to General Contractor:

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

If to Owner:

Packerware, LLC  
2330 Packer Road  
Lawrence, KS 66049-8900

cc: Berry Plastics Corporation  
Attn: General Counsel  
101 Oakley Street  
Evansville, IN 47710

**11. Miscellaneous.**

This agreement shall be binding upon the parties, their successors and assigns. This agreement constitutes the entire agreement between the parties with regard to the subject matter contained herein, and no other agreements, oral or written, made prior to or contemporaneous with this written agreement, shall be binding upon the parties. Any amendments or modifications to this agreement must be in writing, approved by the parties hereto with the same formality as this agreement.

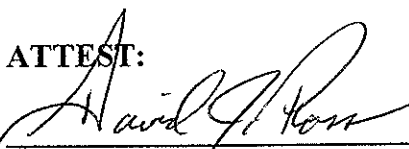
IN WITNESS WHEREOF, the parties have set their hands as of the day and year hereinafter set forth.

**RURAL WATER DISTRICT NO. 6  
DOUGLAS COUNTY, KANSAS**

**Water District:**

By   
DON FUSTON, Chairman

Dated: 5-5-2011

ATTEST:  
  
DAVID J. ROSS Secretary

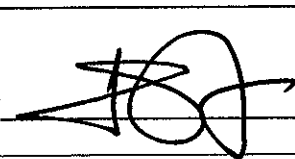
**PACKERWARE, LLC**

**Owner:**

By \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**General Contractor:**

By 

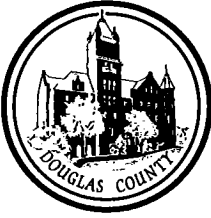
Dated: 5/6/2011

  
WITNESS

**County:**

**By** \_\_\_\_\_  
\_\_\_\_\_

**Dated:** \_\_\_\_\_



**DOUGLAS COUNTY ADMINISTRATIVE SERVICES**

**Division of Purchasing**

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

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

**FROM:** Jackie Waggoner, Purchasing Director *JW*  
Division of Purchasing

**SUBJECT:** Consider Purchase of a Used Breaker for Excavator

**DATE:** May 11, 2011

Last year Public Works purchased a new John Deere excavator and has been renting a breaker on an as needed basis. The breaker is equipped to the excavator and is used to remove concrete drainage structure and rock that interferes with new bridge construction. The weekly rate for the breaker is \$5,500 which has been rented 5-7 times per year.

In exploring our options to purchase a breaker, we looked at used, new, and reconditioned from John Deere's authorized dealer, Murphy Tractor. We can purchase other manufactures (Case, Cat, etc.), but it would require retrofitting the breaker to our excavator. Our preference would be to not purchase a breaker requiring the retrofitting as this may create issues during the excavator's warranty period. The three options are identified below:

New 2011 Kent IF27QT Hydraulic Breaker, 1 year warranty	\$50,436
Used 2008 Kent KF27QT Hydraulic Breaker, As is (work ready)	\$33,000
Used 2008 Kent KF27QT Hydraulic Breaker (reconditioned), 6 month warranty	\$46,500

Based on the available funds and equipment needs, Public Works would like to purchase the used model. A few years from now the breaker could be reconditioned to extend the life of the equipment. Mike Perkins will be available at the commission meeting to answer any questions you may have.

**RECOMMENDATION:** The Board of County Commissioners approves the purchase of a used hydraulic breaker from Murphy Tractor in the amount of \$33,000.



**NOTICE TO THE TOWNSHIP BOARD**

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Clinton Marina Parking Lot Special Event** to sell Cereal Malt Beverages at retail for consumption on the premises: **1329 E 800 Road on June 18<sup>th</sup>, 2011** only.

The Township Board may within (10) days file an advisory recommendation as to the granting of such a license and such advisory recommendation shall be considered by the Board of County Commissioners before such license is issued KSA 41-2702.

Done by the Board of County Commissioners this **18<sup>th</sup> day of May, 2011**

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
COUNTY CLERK

(SEAL)

The board of county commissions in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of the application.

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of DOUGLAS

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input type="checkbox"/> New License <input type="checkbox"/> Renew License	
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required):			
Name of Corporation <u>CLINTON MARINA INC</u>		Principal Place of Business <u>CLINTON ST PARK</u>	
Corporation Street Address <u>1329 E 800 RD PO BOX 3427</u>		Corporation City <u>LAWRENCE</u>	State <u>KS</u> Zip Code <u>66046</u>
Date of Incorporation <u>MARCH 1980</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>MEGAN HERBERT</u>		Phone No.	
Residence Street Address <u>1711 E 1000 RD LAWRENCE</u>		City <u>KS LAWRENCE</u>	State <u>KS</u> Zip Code <u>66046</u>

<b>SECTION 3 - LICENSED PREMISE</b>			
Licensed Premise (Business Location)		Mailing Address	
DBA Name <u>CLINTON MARINA</u>		Name <u>CLINTON MARINA</u>	
Business Location Address <u>1329 E 800 RD</u>		Address <u>PO BOX 3427</u>	
City <u>LAWRENCE</u>	State <u>KS</u>	City <u>LAWRENCE</u>	State <u>KS</u> Zip <u>66046</u>
Business Phone No. <u>785 744-3222</u>		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <u>MEGAN HERBERT</u>			

<b>SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name <u>MEGAN HERBERT</u>		Position <u>OWNER</u>	
Residence Street Address <u>1711 E 1000 RD</u>		City <u>LAWRENCE</u>	State <u>KS</u> Zip Code <u>66046</u>
Date of Birth <u>3/5/67</u>			
Spouse Name <u>N/A</u>		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

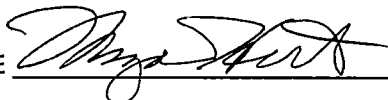
**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)**

Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
None of the individuals identified in Sections 4 and 5 were managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE  DATE 5/13/11

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____	( \$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license )
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation	<input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> License Renewed	Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



## MEMORANDUM

To : Board of County Commissioners

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

Date : May 12, 2011

Re : Consider KDOT Project Agreement for Economic Development funding  
Route 438 improvements associated with Berry Plastics facility  
Project No. 23 KA-2342-01

Attached is a project agreement between Douglas County and KDOT concerning improvements to Route 438 associated with the Berry Plastics facility. The proposed improvements include an eastbound left turn lane into the Berry Plastics facility, and extending the existing westbound right turn lane approximately 150 feet west. In addition, the existing asphalt surface in the widened portion will be milled and overlaid with new pavement markings applied.

Under terms of the attached agreement, KDOT will reimburse Douglas County for 85% of all construction costs, but not to exceed \$300,000 in reimbursements. So, Douglas County will be responsible for all construction costs exceeding \$352,941. We have not updated our construction cost estimate prepared in January 2011 for the Economic Development project application. At that time, our construction cost estimate was \$365,000.

This department is currently preparing construction plans for the project. We anticipate submitting plans to KDOT for review and approval in approximately one month. Following plan approval, we will advertise and let a construction contract. We anticipate construction beginning soon after Labor Day this year with construction completed by October 31. There will be no additional right-of-way to acquire or utilities to relocate.

Action Required: Consider approval of Project Agreement with KDOT for Economic Development program funding of improvements to Route 438 associated with the Berry Plastics distribution facility.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

PROJECT NO. 23 KA-2342-01  
CONSTRUCTION  
COUNTY OF DOUGLAS, KANSAS

**A G R E E M E N T**

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

**The County of DOUGLAS, Kansas,** hereinafter referred to as the "County,"

Collectively referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a Non-National Highway System county street construction project, hereinafter referred to as the "Project." The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county streets. The County desires to construct turn lanes on Douglas County Route 438 for Berry Plastics expansion. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

**PROJECT:** The Secretary and the County desire to enter into this Agreement for construction of the Project, which is described as follows:

Construct a new left turn lane and extend existing right turn lane on Douglas County Route 438 near County Route 1029.

**EFFECTIVE**

**DATE:** The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To reimburse the County for eighty-five percent (85%) of the total actual costs of construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of \$300,000.00. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$352,941.18 The Secretary agrees to make partial payments to the County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the County that the Project is being constructed within substantial compliance of the plans and specifications. The

Secretary shall not be responsible for the total actual costs of preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

## ARTICLE II

### THE COUNTY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and the County's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The County agrees to furnish the Secretary one (1) set of plans for his or her records. The County further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the County and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above. In addition, any contract between the County and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.



- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the County and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the County and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

4. The County and any consultant retained by the County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the County's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the County, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the County.

5. A duly appointed representative of the County is authorized to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

6. It will, in its own name as provided by law, acquire by purchase, dedication or condemnation all of the right of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. The County agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property

Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. The County further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

7. To contact the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

8. To provide all legal descriptions required for right of way acquisition work. The County further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. The County agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

9. If federal funds are used in the acquisition of the right of way, any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by the Secretary.

10. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by the County except as provided by state and federal laws.

11. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The County further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The County further agrees to certify to the Secretary on forms supplied by the Secretary all utilities are required to be moved prior to construction have either been moved or a date provided by the County as to when, prior to construction, they will be moved. The County will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order to ensure the contractor shall not be delayed in construction of the Project. The County will indemnify, hold harmless, and save the Secretary and

the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

12. To certify to the Secretary all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The County further agrees to administer the construction of the Project in accordance with the final design plans, the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by the Secretary and the County.

15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the County will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

16. To require the contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

17. Since Project selection and funding was based on actions designed to promote economic development, the County shall submit verification that development necessitating the Project is underway. This verification must be provided prior to letting of the construction contract for the Project. Examples of appropriate verification documents are local-business agreements, building permits, or other such information confirming development is occurring as stated in the

Project application. Failure to submit said verifications may result in Secretary cancelling the Project.

18. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the County does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The County may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the County elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The County will require at a minimum all personnel, whether County or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the County executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

19. To be responsible for fifteen percent (15%) of the total actual costs of construction (which includes the costs of all construction contingency items) up to \$352,941.18. In addition, the County agrees to be responsible for one hundred percent (100%) of the construction costs exceeding \$352,941.18. The County further agrees to be responsible for one hundred percent (100%) of the

total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

20. To be responsible for one hundred percent (100%) of any Project costs incurred by the County for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

21. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The County further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

22. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

23. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on right of way, easements and access rights acquired by the County. The County shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by the County prior to commencement of construction of the Project. The County shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The County will investigate any and all hazardous waste sites discovered during construction of the Project on County owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the County shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and

responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

The County, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any right of way, easements, and access rights acquired by the County. The County reserves the right to bring any action against any third party for any hazardous waste site on any right of way, easements, and access rights acquired by the County.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the hazardous waste site is located.

24. To prohibit parking of vehicles on the county connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

25. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

26. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the County other than those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from the Secretary.

27. To control the construction or use of any entrances along the Project within the County including those shown on the final design plans.

28. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and

specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

29. To participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

30. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of the KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

31. In order to quantify the impact of the Project on economic development, the County shall submit information detailing the number of jobs created, average salary, and other economic benefits generated due to economic development activities and the Project. This information shall be submitted within one year of completion of the Project.

32. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the Project, and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

33. If it cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

### **ARTICLE III**

#### **THE PARTIES MUTUTALLY AGREE:**

1. Plans for handling traffic during construction must be included in the design plans provided by the County and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting on his or her own behalf or on behalf of the Federal Highway Administration, the total cost of these items will be paid for by the County.

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the County as may be deemed necessary or desirable. The County will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the County, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is the policy of the Secretary to make final payments to the County in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require the County to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the County's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The County, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the County agree as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The County agrees if payment has been made to the County for items subsequently found to be not eligible for reimbursement by audit, the County will refund to the Secretary the total amount of monies paid for same.

6. The County agrees to comply with all appropriate state and federal laws and regulations for this Project.

7. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

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

***The signature page immediately follows this paragraph.***



**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE COUNTY OF DOUGLAS, KANSAS

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
COMMISSION CHAIRMAN

\_\_\_\_\_  
COMMISSION VICE CHAIRMAN

\_\_\_\_\_  
COMMISSION MEMBER

Kansas Dept of Transportation  
Debra L. Miller, Secretary of Transportation

(SEAL)

BY: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

### CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

# Douglas County

## Emergency Management Memo

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**Date:** May 17, 2011  
**To:** Douglas County Commission  
**CC:** Craig Weinaug  
**From:** Teri Smith  
**RE:** Outdoor Warning Siren System

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Douglas County has periodically added sirens to expand coverage for the safety of its citizens. Douglas County has installed 35 outdoor warning sirens throughout the cities and county. Kansas Emergency Management asked all counties to submit an application if they were interested in seeking funding for the purpose of installing outdoor warning sirens. Priority was based on:

1. Jurisdictions experiencing the greatest number of severe thunderstorms and tornadoes during the period January 1, 1950 through February 28, 2009. (Douglas County ranked 11<sup>th</sup>)
2. Jurisdictions with the oldest existing siren system.
3. Numerous homes not in coverage area of existing siren.
4. Feasibility to install a siren rather than a weather radio.

Douglas County Emergency Management received notification that their application was approved for the purchase of four new outdoor warning sirens. The proposed siren locations are not covered by any current sirens and meet the requirements of the Douglas County Outdoor Warning Siren Placement Policy, approved by Douglas County Commission in 2008. The approved locations are:

1. 877 N. 1884 Road – Lecompton, KS
2. 894 N. 1800 Road – Lawrence, KS
3. T1516 N. 1000 Road – Lawrence, KS
4. 1452 N. 1100 Road – Lawrence, KS

This program is limited to a maximum Federal share of \$15,000 per siren or a 75%Federal/25%local match, whichever is less. The total contract for the four outdoor warning sirens is \$81,351.20. The counties match would be \$21,351.20 of the \$81,351.20 total. It is recommended that this amount be allocated from the CIP Contingency funds. The contract with Blue Valley Public Safety, Inc. was executed by staff without Commission review in error. If the Commission is supportive of the initiative, please authorize support of the administrative approval of this agreement.

**SITE PLAN REVIEW**  
**BOARD OF COUNTY COMMISSIONERS STAFF REPORT**  
**May 18 , 2011**

**A. SUMMARY**

**SP-3-16-11:** A site plan for construction of a 24,000 SF industrial building for McFarlane Aviation Products, on approximately 41.96 acres located at 696 E 1700 Road, southeast of the intersection of N 1700 and E 700 Roads. Site plan was submitted by Landplan Engineering, for Land & Sky, LC, property owner of record.

**B. GENERAL INFORMATION**

Current Zoning and Land Use: County A (Agricultural) District; existing agricultural field.  
Pending publication of I-1 (Limited Industrial) District.

Surrounding Zoning and Land Use: A (Agricultural) District and I-1 (Limited Industrial) District to the north; existing residence and aviation-related business.

A (Agricultural) District to the east, west, and south; existing airfield, fields and rural residences.

A (Agricultural) District to the east of the airfield; residences and historic buildings (church and library).

**Site Summary:**

Gross Area: 41.96 acres  
Proposed Building: 24,000 SF  
Related Applications: I-1 Zoning District (Z-1-5-11).

PP-1-1-11 Preliminary Plat approved by the Planning Commission March 30, 2011 County Commission accepted easements and dedications on April 13, 2011.

PF-1-1-11 Final Plat administratively approved on April 28, 2011.

**C. STAFF REVIEW**

This property is located on the east side of E 1700 Road and south of N 700 Road. The property has recently been approved for rezoning to an industrial zoning district and platted to accommodate non-residential development. The purpose of this site plan is for the expansion of McFarlane Aviation. This site plan is for industrial development and includes a conceptual layout for future buildings and parking. This site plan represents the north 500' of the total platted lot.

Access to the site is provided with a designated location to E 1700 Road as shown on the drawing. Access to the property is restricted as part of the approved final plat so that the proposed driveway is the only anticipated access to the site from E. 1700 Road for this phase of the development. Internal circulation between this property and the developed property to the north is accommodated on the east side of the building and is intended for aviation traffic. This plan separates the vehicle and aviation traffic on site.

#### **D. Findings**

Per Section 120319A-5, staff shall first find that the following conditions have been met:

- (a) That the proposed use is a permitted use in the district in which the property is located;**

The subject property was rezoned from the A (Agricultural) District to the I-1 (Limited Industrial) by the County Commission on April 13, 2011. A resolution publishing the rezoning is pending recording of the final plat. The proposed use, manufacturing, is listed as a permitted use in the I-1 District in Section 12-311-2 of the County Zoning Regulations.

- (b) That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;**

This proposed development is oriented in such a way that it functions as an extension of the aviation operations to the north, but is essentially an independent site. The building is setback from E 1700 Road more than 300'. This distance allows for road treatment and landscaping buffering the building from the agricultural area to the west. The property to the east includes the existing grass airstrip. The building is oriented to allow aviation access to the airstrip from the east side of the building.

The south and west sides of the building are designed for vehicular and employee access. The western elevation includes more detail similar to the existing building to the north. Landscape is provided both along E 1700 Road and the west building façade providing additional details to the building and a more aesthetic view from the road.

A large detention area is provided along the west property line adjacent to E 1700 Road as part of the approved drainage plan for the development. The detention pond is designed as a "dry pond" so that it will only retain water during rain events.

The site has been designed to be an extension of the operation to the north and with proximity to the airfield to the east. A variance was approved by the County Board of Zoning Appeals to allow a reduced side yard setback on the north side of the proposed building to accommodate covered walkways between the buildings. A summary of the variance approvals are included in the General Notes on the face of the site plan.

- (c) That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;**

A Traffic Impact Study was provided with the rezoning and plat for Vinland Airzone Second Plat. This study was reviewed by County staff regarding development of the property. Development is intended to occur in two phases. The initial phase will not require left turn lanes on E 1700 Road. However, ultimate build-out will require left turn lane improvements and will be assessed with the specific building proposals through the site plan process. It is the County Public Works Director's opinion that at **full build-out** a right turn lane would also be required but acknowledges that additional detail about future development is needed. Future development will require a site plan. The Applicant should anticipate public improvement plans with the second phase of development for the site.

The platted lot includes a total frontage length of 1,685'. Both E 1700 Road and N 700 Road are designated as principal arterial roads per Transportation 2030 map 6.10.

The County Access Management Standards require that residential driveways on a principal arterial be separated by 1,320 feet.<sup>1</sup> However, this standard does not currently apply to property zoned I-1. There are two access points proposed for development of this property. Access as proposed does not strictly adhere to the county standards but maximizes the separation of the drives from the intersection and other property. The applicant worked with the County Engineer to determine appropriate access locations reflected in Figure 1. Access was discussed in detail as part of the Preliminary Plat (PP-1-1-11) approved by the County Commission April 13, 2011. This proposed site plan is intended only for the immediate development that is located on the north 500' of the site. Future building sites are conceptually shown, however additional site plan review and approval will be required prior to issuance of building permits for the structures.



This property includes an existing farm access located on the northwest corner of the site. This existing access will be removed as part of the proposed improvements.

**(d) That the site plan provides for the safe movement of pedestrians within the site;**

The site is designed with sidewalks around the building and connections between the proposed development and the existing development to the north.

**(e) That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking, or accessways shall be landscaped with a mixture of grass, trees and shrubs;**

Adequate landscaping is provided. Because of the aviation related nature of the use, limited landscaping is provided and concentrated along the public or active sides of the building. Plantings on the east side of the building will help to define the travel path for planes from the building to the taxiway and runway. This site plan includes development on the north 500' of the property. The remaining property will be

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<sup>1</sup> Refer to Section 9-501 of the County Code for access management standards.



used for crop land as noted on the face of the site plan.

**(f) That all outdoor trash storage areas are screened;**

The site plan includes a dumpster located on the south side of the building with wooden screening fence.

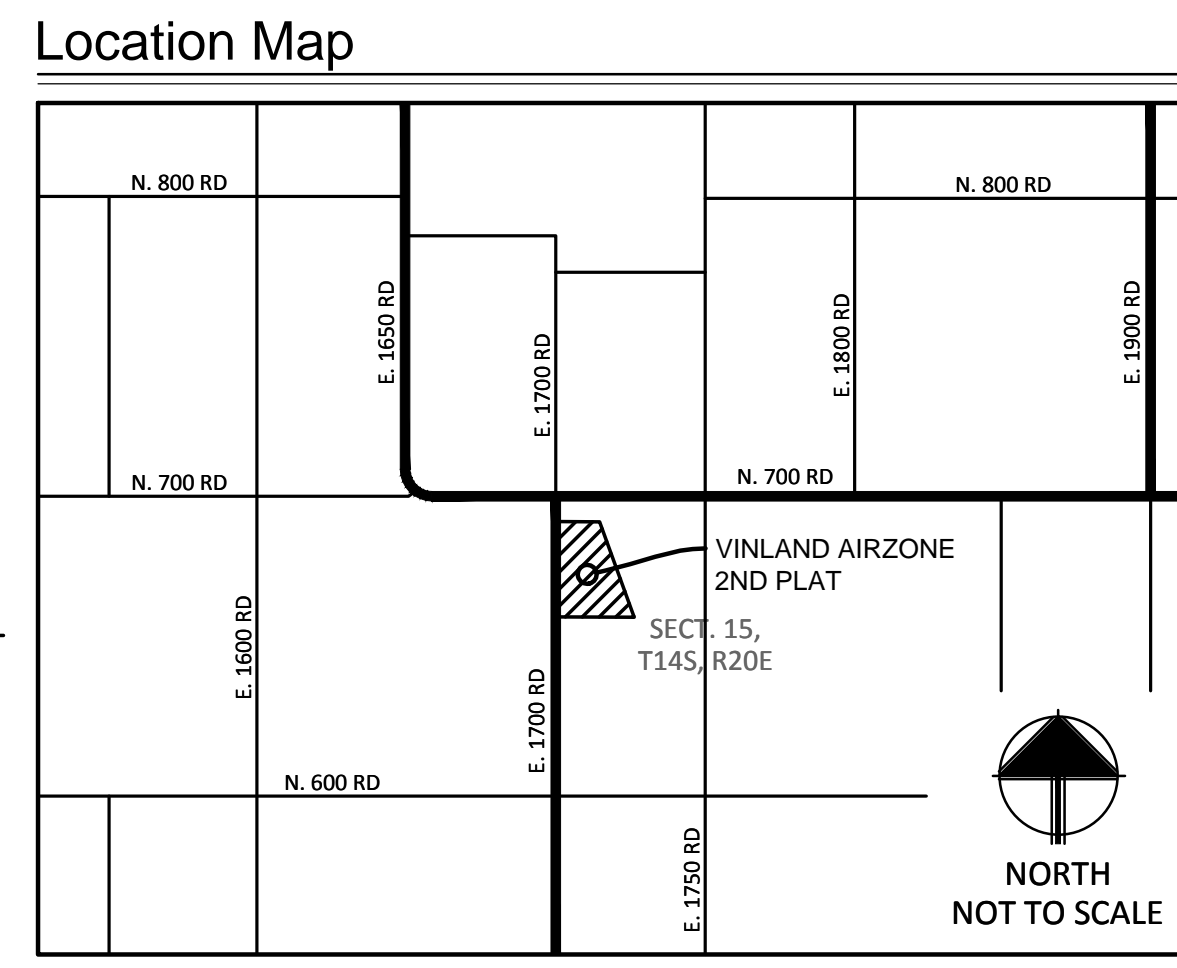
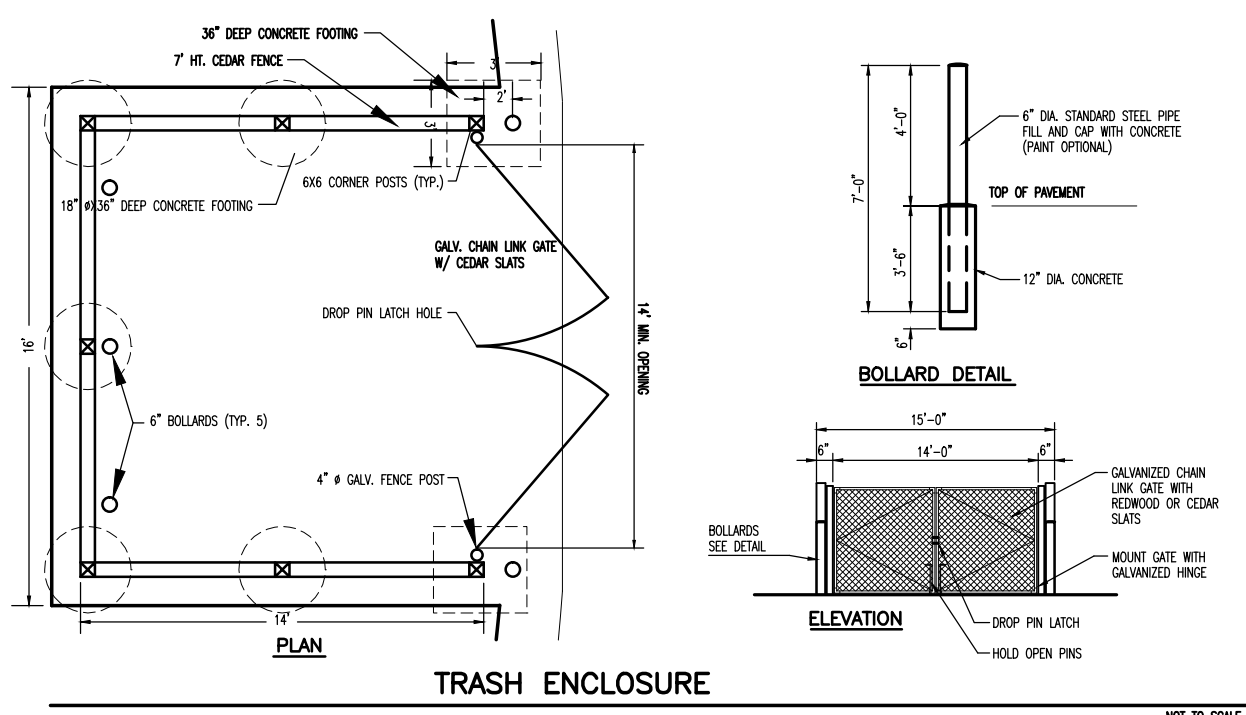
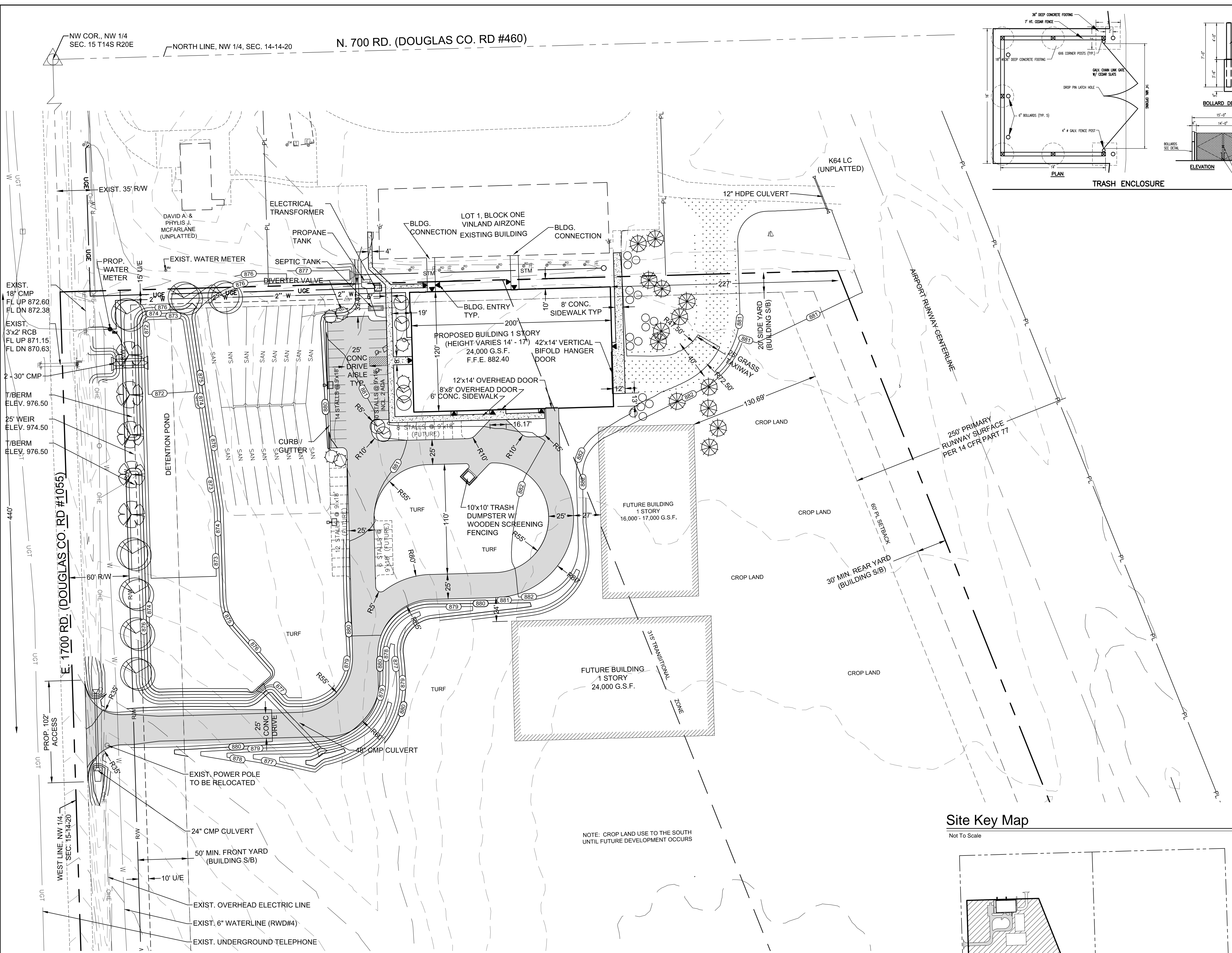
**E. CONCLUSION**

The site plan was submitted concurrently with the zoning and platting procedures. This accommodated a review that clearly indicated the intent of development for the site. As of the publication of this report the zoning and platting have been approved but have not yet been fully executed. The plat must be recorded and the zoning resolution published to confer final land use entitlements for this property prior to final approval of the site plan for issuance of building permits.

The proposed request is in conformance with the requirements for the I-1 (Limited Industrial) Zoning District. Staff recommends that Site Plan S-16-11 for a manufacturing facility located at 696 E 1700 Road be approved subject to the following condition:

1. Prior to release of the site plan, the final plat shall be recorded and the rezoning ordinance shall be published.

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**Legal Description**

LOT 1, BLOCK ONE VINLAND AIRZONE 2nd PLAT

**General Notes**

- OWNER: LAND & SKY, LC  
694 E. 1700 ROAD  
BALDWIN CITY, KS 66006
- LAND PLANNER/ENGINEER: LANDPLAN ENGINEERING, P.A.  
1310 WAKARUSA DRIVE  
LAWRENCE, KANSAS 66049
- LAND SURVEYOR: LANDPLAN ENGINEERING, P.A.  
1310 WAKARUSA DRIVE  
LAWRENCE, KANSAS 66049
- TOPOGRAPHIC INFORMATION OBTAINED FROM AERIAL SURVEY PERFORMED BY DOUGLAS COUNTY LIDAR AND LANDPLAN ENGINEERING P.A., 2010.
- EXISTING LAND USE: UNDEVELOPED, PASTURE LAND
- PROPOSED LAND USE: LIGHT INDUSTRIAL
- EXISTING ZONING: "A" - AGRICULTURAL
- PROPOSED ZONING: "I-1" - LIMITED INDUSTRIAL
- NO PART OF THIS SITE IS LOCATED WITHIN THE FLOODPLAIN PER FEMA MAP #20045C0308D, DATED AUGUST 5, 2010.
- THIS SITE IS DESIGNED TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR BUILDINGS AND FACILITIES, APPENDIX A TO 28 CFR PART 36.
- TWO VARIANCES APPROVED 4.18.11 BY DOUGLAS COUNTY BZA. 1) CONNECTION TO BUILDING ZERO SETBACK AT THE CONNECTIONS. 2) 10' BLDG SETBACK SIDEYARD
- NO EXTERIOR STORAGE IS PROPOSED WITH THIS USE SECTION 12-311-3.01.
- SITE LIGHTING SHALL BE PACK LIGHTS ON BUILDING SEE ARCHITECTURAL PLANS
- BUILDINGS LESS THAN 45' MAYBE LOCATED WITHIN THE TRANSITION ZONE SUBJECT 1 TO 14 CFR PART 77.

**Site Summary**

EXISTING CONDITIONS	AREA (SF)	PROPOSED CONDITIONS	AREA (SF)
TOTAL BUILDING	0	TOTAL BUILDING	24,000
TOTAL PAVEMENT	0	TOTAL PAVEMENT	37,498
TOTAL IMPERVIOUS	0	TOTAL IMPERVIOUS	70,016
TOTAL PERVIOUS	1,726,895	TOTAL PERVIOUS	1,656,879
TOTAL PROPERTY	1,726,895	TOTAL PROPERTY	1,726,895

**Parking Summary**

REQUIRED: 1 STALL / 2 EMPLOYEES ON MAXIMUM WORKING SHIFT (MANUFACTURING EST.)  
33 EXIST. EMPLOYEES / 17 STALLS  
(85 FUTURE EMPLOYEES / 43 STALLS)

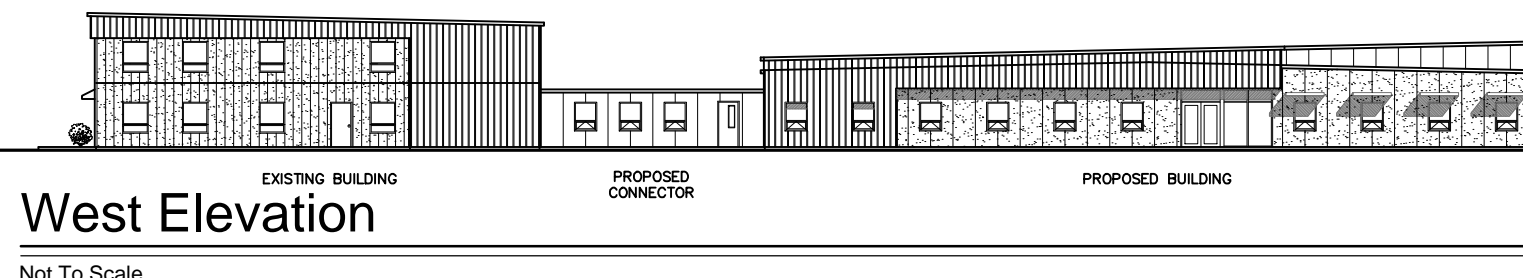
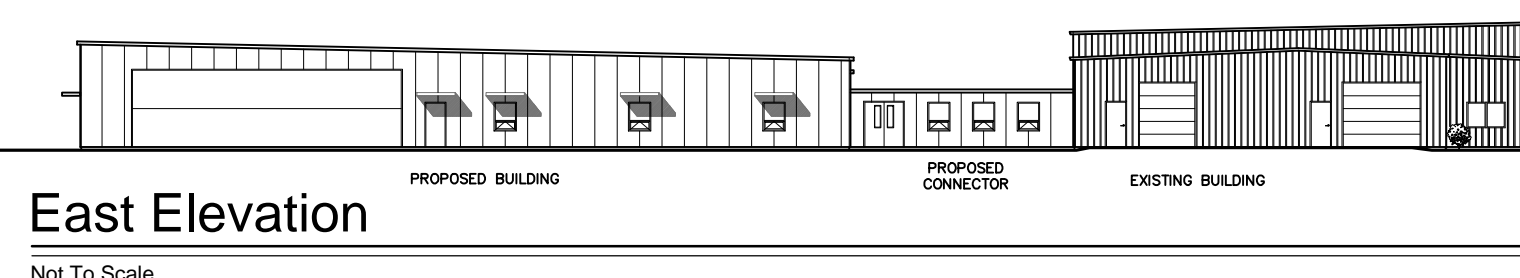
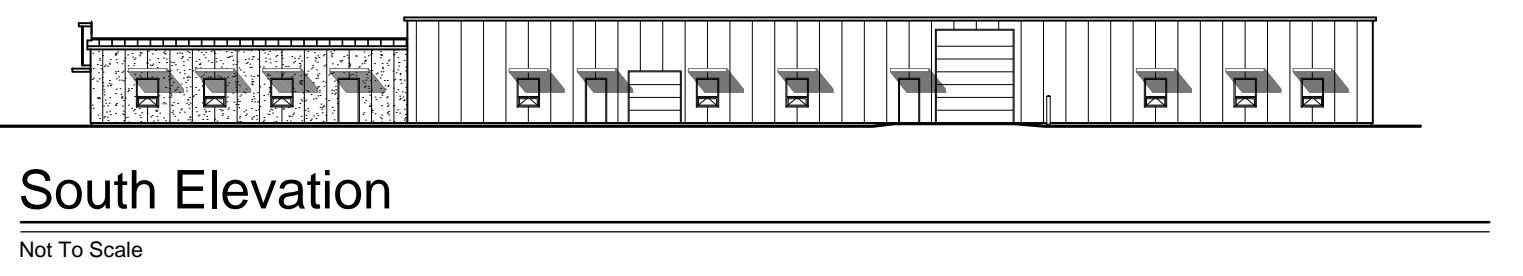
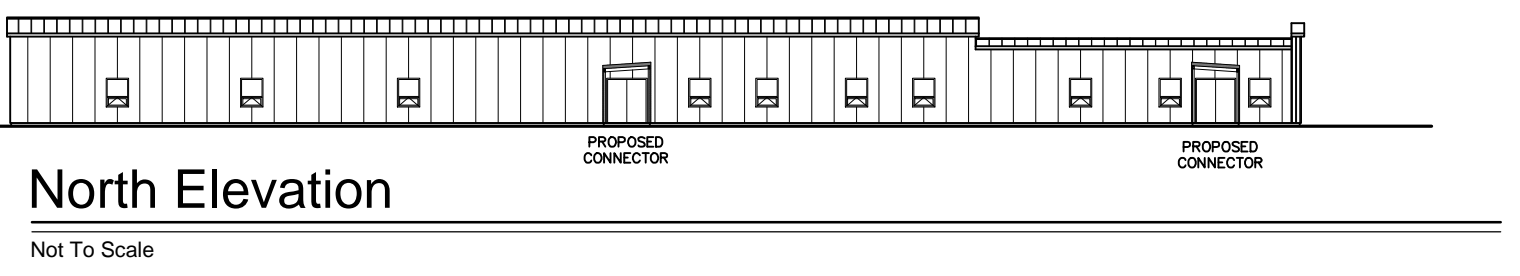
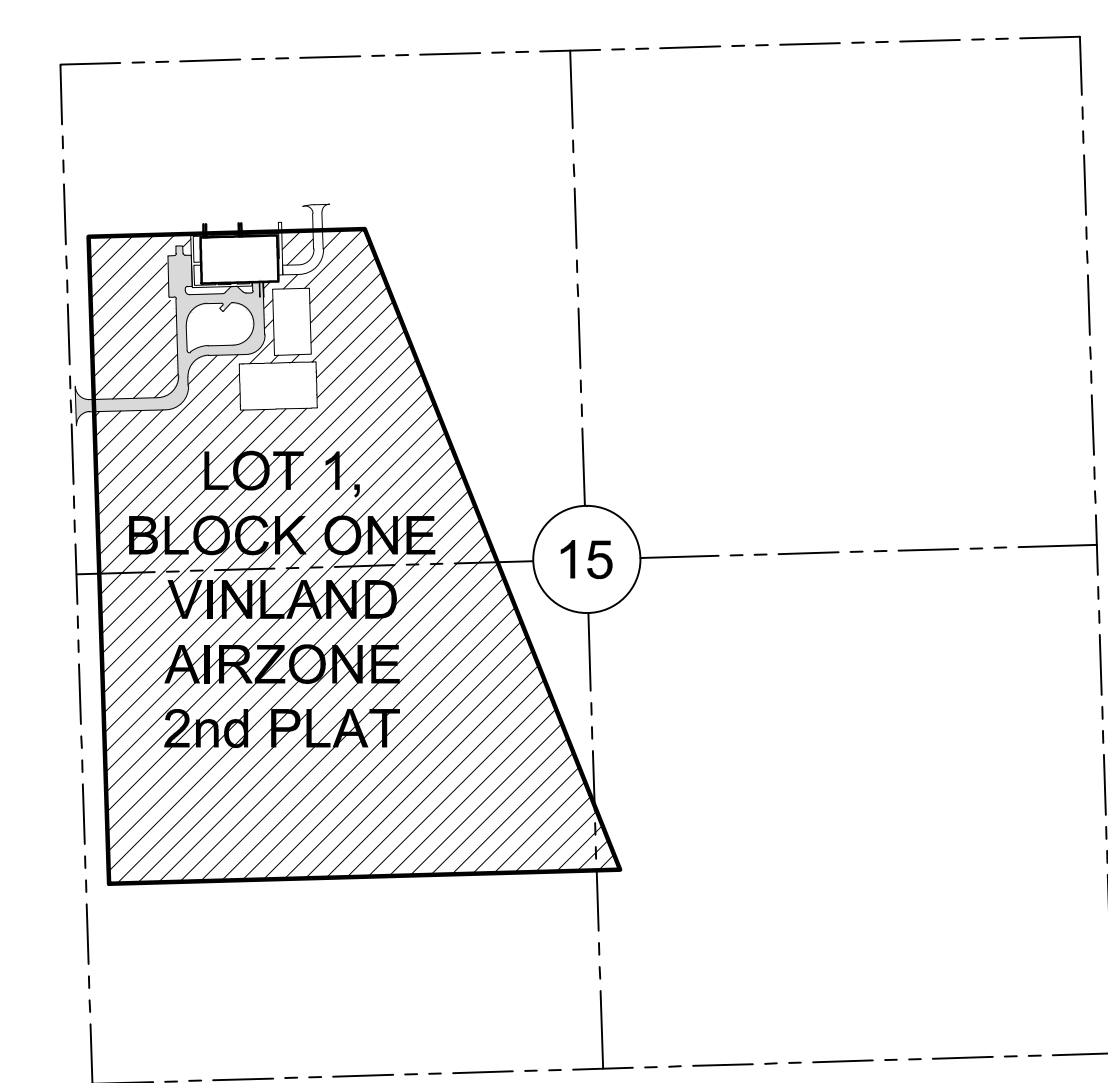
**Plant Schedule**

SPECIES	QTY.	SPECIES	SIZE	COND.	SPACING
DECIDUOUS TREES					
5	QUERCUS PHELLOS WILLOW OAK	MIN. 3" CAL	B&B	40' O.C.	
7	TAXODIUM DISTICHUM BALD CYPRESS	MIN. 3" CAL	B&B	40' O.C.	
6	FRAXINUS ASH	MIN. 3" CAL	B&B	VARIES	
6	ACER RUBRUM RED MAPLE	MIN. 3" CAL	B&B	VARIES	
17	SYRINGA VULGARIS COMMON LILAC	36" SPREAD	B&B	VARIES	
13	EASTERN RED CEDAR JUNIPERUS VIRGINIANA	4'-6" HT.	B&B	VARIES	

**Benchmark**

BENCHMARK NO.1 @ 500' W. OF N. 700 RD. / 100' S. OF E. 1700 RD. | G.C. SOUTH FROM THE INTERSECTION OF NORTH 700 ROAD AND EAST 1700 ROAD. ELEV. 874.956'

**Site Key Map**



**Civil Engineering**  
**Landscaping Architecture**  
**Community Planning**  
**Surveying**

**Landplan Engineering, P.A.**  
Lawrence, KS • Kansas City, MO • Columbus, OH  
The Woodlands, TX • Farmington Hills, MI

1310 Wakarusa Drive  
Lawrence, KS 66049  
Tel: (785)844-7750  
Fax: (785)844-2410  
Web: www.landplan-pa.com

**McFARLANE AVIATION PRODUCTS**  
**696 E. 1700 ROAD**  
**BALDWIN CITY, KANSAS 66006**  
**SITE PLAN**

REVISIONS:

REV	DATE	DESCRIPTION
1	4.22.11	CNTY REV COM
2	4.28.11	CNTY REV COM
3	5.6.11	CNTY REV COM

DATE: 02.17.11  
PROJECT NO.: 20101312.110  
DESIGNED BY: CLM, CMS  
DRAWN BY: RK  
CHECKED BY: CLM

ISSUE: A SHEET NO. 1 OF 1 SHEETS

