

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## WEDNESDAY, OCTOBER 5, 2011

3:30 p.m.

-Convene

-Executive session for preliminary discussions relating to the acquisition of real property.

4:00 p.m.

-Regular Session

## CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consider approval of a revised agreement between the Eudora Township, the Hesper Charter Road Improvement District, and Douglas County reflecting changes to the financing structure outlined during the 2012 Budget process (Craig Weinaug);
- (c) Consent: Authorization for the Public Works Director to accept the bid from Oldcastle Precast in the amount of \$24,976.00 for fabrication and supply of a precast concrete box culvert for Project No. 01260000 (Keith Browning)
- (d) Consider Comprehensive Plan Amendment CPA-10-8-10 to Chapter 14 – Southeast Area Plan, to reference and reflect the accepted Preliminary Alignment Study for 31<sup>st</sup> Street and to update the plan to reflect changes since adoption. (PC Item 7; approved 8-0 on 8/24/11) (Michelle Leininger is the Planner)

## REGULAR AGENDA

- (2) Consider approval of purchase of eleven (11) heart monitors and eleven (11) AED's for a the Fire Medical Department in the amount of \$272,142.83 from Zoll Medical Corporation (Mark Bradford)
- (3) Addressing an appeal from KC Presort for mailing services contract (Sarah Plinsky)
- (4) Other Business
  - (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments:
    - Building Code Board of Appeals - vacancy**
    - Douglas County Advocacy Council on Aging – vacancy**
    - Douglas County Community Corrections Advisory Board - 12/2011**
    - Douglas County Senior Services, Inc. Board of Directors - 12/2011**
    - Jayhawk Area Agency on Aging Tri-County Advisory Council - vacancy**
    - Fire/EMS District No. 1 - 12/2011**
  - (c) Public Comment
  - (d) Miscellaneous
- (5) Adjourn

## WEDNESDAY, OCTOBER 12, 2011

-Consider approving Comprehensive Plan Amendment, **CPA-3-1-11**, to Horizon 2020 – Chapter 14 to include the Inverness Park District Plan and adopt joint Ordinance No. 8667/Resolution for Comprehensive Plan Amendment (CPA-3-1-11) amending Horizon 2020 - Chapter 14 to include the Inverness Park District Plan. (PC Item 8; approved 7-1 on 7/27/11) Dan Warner is the Planner.

## WEDNESDAY, OCTOBER 19, 2011

-Consider a Conditional Use Permit, **CUP-12-8-10**, for the Fraternal Order of Police shooting range, located at 768 E. 661 Diagonal Road. Submitted by Dan Affalter, for Fraternal Order of Police, property owner of record. *Deferred by Planning Commission on 4/25/11.* (PC Item 2; approved 8-0-1 on 9/26/11)(Mary Miller is the Planner)

**WEDNESDAY, OCTOBER 26, 2011**

- Announcement of Take Charge Challenge Results (presentation by Eileen Horn, no backup)
- Presentation of Tri-County Food System Report (Douglas County Food Policy Council members)

**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.*

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

FROM: Sarah Plinsky, Assistant County Administrator

CC: Evan Ice, County Counselor  
Keith Browning, Director of Public Works  
Jamie Shew, County Clerk  
Debbie Sparkes, Budget Director

SUBJECT: Hesper Maintenance Agreement

DATE: September 28, 2011

Attached is a revised agreement between the Eudora Township, the Hesper Charter Road Improvement District, and Douglas County. The agreement has been revised to reflect the changes to the financing structure outlined during the 2012 Budget process. Given the impact on the Eudora Township budget by the City of Eudora moving to a second class city, the County has agreed to finance the portion of this arrangement that was formerly financed by the Eudora Township. Please let me know if you have any questions or concerns.

## AMENDED ROAD MAINTENANCE AGREEMENT

This Amended Road Maintenance Agreement is entered into between the Board of County Commissioners of Douglas County, Kansas (the "County"), the Hesper Charter Road Improvement District (the "District"), and the Eudora Township Board of Highway Commissioners (the "Township") as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, by Resolution No. HR-04-12-3 and pursuant to Charter Resolution No. 04-3-1 the County organized the District for the purpose of making capital improvements and performing ongoing maintenance to the following public roads:

N 1100 Road: from E 2200 Road thence east a distance of approximately 8,893 feet;  
N 1137 Road: all of that portion situated in Hesper Heights subdivision, a distance of approximately 1,971 feet;  
E 2300 Road: from N 1100 Road thence north a distance of approximately 2,648 feet;  
and  
E 2300 Road: from N 1100 Road thence south a distance of approximately 1,328 feet,

(collectively the "Public Roads" with a total length of 14,840 linear feet or 2.81 miles).

WHEREAS, the County, District, and Township previously entered into a Road Maintenance Agreement for the maintenance of the Public Roads and hereby amend that agreement.

NOW, THEREFORE, it is agreed as follows:

1. The County shall be responsible for patching and similar routine maintenance of the traveled surface of the Public Roads in a manner consistent with other similar local roads in the vicinity.
2. The County shall be responsible for keeping culverts and other drainage areas associated with the right-of-way of the Public Roads reasonably free and clear of dirt, debris, and other obstructions in a manner consistent with other similar local roads in the vicinity.
3. The County shall be responsible for installing and maintaining traffic control signs in a manner consistent with other similar roads in the vicinity.
4. The County shall be responsible for the maintenance of entrances in a manner consistent with other roads in the vicinity.
5. The County shall be responsible for snow and ice treatment and/or removal from the Public Roads in a manner consistent with other local roads in the vicinity.
6. The County shall be responsible for mowing and treating noxious weeds in the rights-of-way of the Public Roads in a manner consistent with other similar local roads in the vicinity.
7. The Township is relieved of its prior responsibility to pay a portion of its road maintenance revenues to a fund for the District's maintenance activities. Instead,

the County agrees to annually deposit into such fund an amount equal to a fraction of the Township's revenues dedicated for road purposes, with the fraction calculated as follows: the assessed valuation of property within the District divided by the total assessed valuation of the Township.

8. The County, through its contractors, shall be responsible for periodically chip sealing the Public Roads under guidance from the District's engineer and as directed by the District Board.
9. The District agrees to annually deposit into a fund established for District maintenance activities the estimated annual cost to the County for maintaining the Public Roads in accordance with this Agreement, less the amount the County deposits into the District maintenance fund as described above in paragraph 7.
10. The District agrees to periodically reimburse the County for actual costs of maintaining the Public Roads in accordance with this Agreement. Said reimbursement shall be made by journal entry from the fund established for District maintenance activities.
11. The District, through the District's engineer, shall be responsible for processing entrance permits and constructing entrances in accordance with policies of the District Board.
12. This Agreement covers the above routine maintenance activities only. The District shall be responsible for the total costs of capital improvements for the Public Roads or any improvements beyond routine maintenance activities listed in this Agreement. Notwithstanding the above, the District shall not be responsible for the costs of capital improvements deemed by the Board of County Commissioners to benefit the County at-large.
13. This Agreement amends and supersedes that certain Road Maintenance Agreement dated \_\_\_\_\_, 2006 entered into by an among the parties.

IN WITNESS WHEREOF, this Agreement is entered into as of the year and date first above stated.

EUDORA TOWNSHIP BOARD

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
Keith Knabe, Trustee

\_\_\_\_\_  
Jim Flory, Chair

ATTEST:

\_\_\_\_\_  
County Clerk

HESPER CHARTER ROAD IMPROVEMENT  
DISTRICT

\_\_\_\_\_  
Jim Flory, President

ATTEST:

\_\_\_\_\_  
Secretary

## MEMORANDUM

To : Board of County Commissioners

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

Date : September 29, 2011

Re : Consent Agenda authorization to accept bid for supply of precast box culvert  
Culvert replacement at 126 E 1 Road  
Project No. 01260000

We have received bids from two manufacturers for supplying a 14' span x 5' high x 26' long precast reinforced concrete box culvert. The culvert is needed to replace the existing deficient culvert located at 126 E 1 Road.

Two bids were received as follows:

<u>Supplier</u>	<u>Bid</u>
Oldcastle Precast	\$24,976.00
Cretex Concrete Products	\$25,193.00

The culvert replacement project will be constructed by department forces. Construction is scheduled to begin in November.

I request BOCC authorization to accept the bid from Oldcastle Precast in the amount of \$24,976.00. The CIP includes \$30,000 allocated for this project.

Action Required: Consent Agenda authorization for the Public Works Director to accept the bid from Oldcastle Precast in the amount of \$24,976.00 for fabrication and supply of a precast concrete box culvert for Project No. 01260000.

**ORDINANCE NO. 8670**

**RESOLUTION NO. \_\_\_\_\_**

**A JOINT ORDINANCE OF THE CITY OF LAWRENCE, KANSAS, AND RESOLUTION OF DOUGLAS COUNTY, KANSAS, AMENDING *HORIZON 2020*, THE COMPREHENSIVE PLAN FOR THE CITY OF LAWRENCE AND UNINCORPORATED DOUGLAS COUNTY, BY ADOPTING THE “SOUTHEAST AREA PLAN, AUGUST 2011 EDITION” AND BY INCORPORATING THE SAME INTO *HORIZON 2020* BY REFERENCE.**

**WHEREAS** the City of Lawrence, Kansas, and Douglas County, Kansas, in order to promote the public health, safety, morals, comfort, and general welfare and to conserve and protect property values in the City and the County, are authorized by K.S.A. 12-747 to prepare, adopt, amend, extend, and execute a comprehensive land use plan;

**WHEREAS** the City of Lawrence, Kansas, and Douglas County, Kansas, in order to coordinate the development of land in accordance with the present and future needs of the City and the County, to conserve the natural resources of the City and the County, to ensure the efficient expenditure of public funds in the City and the County, and to promote the health, safety, convenience, prosperity, and the general welfare of the residents of the City and the County, have, in accordance with K.S.A. 12-747, adopted *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County;

**WHEREAS**, after giving notice by publication in the official City and County newspaper, the Lawrence-Douglas County Metropolitan Planning Commission conducted a public hearing on August 24, 2011, regarding a proposed amendment of *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as set forth in Planning Staff Report, CPA-10-8-10, revising and updating the “Southeast Area Plan”;

**WHEREAS**, at its August 24, 2011, public hearing, the Lawrence-Douglas County Metropolitan Planning Commission considered the report and recommendation of City Staff, CPA-10-8-10, received public comment, weighed the evidence adduced at the public hearing, and, through the adoption of Resolution No. PCR-8-3-11, approved the “Southeast Area Plan, August 2011 Edition,” amending “Chapter Fourteen – Specific Plans” of *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, and recommended that the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, approve the same; and

**WHEREAS**, copies of Resolution No. PCR-8-3-11, together with certified copies of “Southeast Area Plan, August 2011 Edition”, the proposed amendment to *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, and a written summary of the August 24, 2011, public hearing have been transmitted to the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, for their consideration.



**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS, AND BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:**

**SECTION 1.** The above-stated recitals are incorporated herein by reference and shall be as effective as if repeated verbatim.

**SECTION 2.** The Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, hereby find that the provisions of K.S.A. 12-743 and K.S.A. 12-747, governing the amendment of comprehensive plans, have been fully met regarding the consideration, approval, and adoption of the “Southeast Area Plan, August 2011 Edition, amending “Chapter Fourteen – Specific Plans of *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County.

**SECTION 3.** The Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, do hereby approve the recommendation of the Lawrence-Douglas County Metropolitan Planning Commission as memorialized at Resolution No. PRC-8-3-11, do hereby amend “Chapter Fourteen – Specific Plans” of *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, by adopting the “Southeast Area Plan, August 2011 Edition,” and by incorporating that document into “Chapter Fourteen – Specific Plans” of *Horizon 2020*, The Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, by reference.

**SECTION 4.** The “Southeast Area Plan, August 2011 Edition,” as approved by Section 3 *supra*, is hereby adopted and incorporated herein by reference as if set forth in full. One copy of said “Southeast Area Plan, August 2011 Edition” shall be marked or stamped as “Official Copy as Adopted by Joint Ordinance No. 8670 and Resolution No. \_\_\_\_” and shall be filed, together with a copy of this joint ordinance, with the City Clerk. The City Clerk shall make the “Official Copy as Adopted by Joint Ordinance No. 8670 and Resolution No. \_\_\_\_” open to the public and available for inspection at all reasonable office hours. One additional copy of the “Official Copy as Adopted by Joint Ordinance No. 8670 and Resolution No. \_\_\_\_” shall, at the cost of the City of Lawrence, Kansas, be made available to the Lawrence-Douglas County Metropolitan Planning Office of the City of Lawrence, Kansas.

**SECTION 5.** The “Southeast Area Plan, August 2011 Edition” adopted by this joint ordinance and resolution replaces the existing Southeast Area Plan, and amendments thereto, it being the intent of the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, that the “Southeast Area Plan, August 2011 Edition” repeal the existing Southeast Area Plan, and amendments thereto.

**SECTION 6.** If any section, clause, sentence, or phrase of this joint ordinance and resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

**SECTION 7.** This joint ordinance and resolution shall be in full force and effect upon its adoption by the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, and publication as provided by law.

**ADOPTED** by the Governing Body of the City of Lawrence, Kansas, this \_\_\_\_ day of September, 2011.

**APPROVED:**

\_\_\_\_\_  
Aron E. Cromwell, Mayor

**ATTEST:**

\_\_\_\_\_  
Jonathan M. Douglass, City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Toni R. Wheeler  
Director of the Legal Department

Publish one time and return one Proof of Publication to the City Clerk and one to the Director of the Legal Department.

**ADOPTED** by the Board of County Commissioners of Douglas County, Kansas, this \_\_\_\_ day of September, 2011.

\_\_\_\_\_  
Jim Flory  
Chair

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

\_\_\_\_\_  
Nancy Thellman  
Commissioner

**ATTEST:**

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

**CPA-10-8-10; Amendment to the Southeast Area Plan  
City Commission Action Summary**

September 20, 2011

Approved and first reading of Ordinance/Resolution on consent 5-0

September 27, 2011

Approved second reading of Ordinance/Resolution on consent 5-0

**ITEM NO. 7      COMPREHENSIVE PLAN AMENDMENT TO CHP14; SOUTHEAST AREA PLAN (MJL)**

**CPA-10-8-10:** Consider Comprehensive Plan Amendment to Chapter 14 – Southeast Area Plan, to reference and reflect the accepted Preliminary Alignment Study for 31<sup>st</sup> Street and to update the plan to reflect changes since adoption. Authorize the chair of the Planning Commission to sign Planning Commission Resolution PCR-8-3-11 regarding the amendment to *Horizon 2020* – Chapter 14-Southeast Area Plan (CPA-10-8-10) updating the Southeast Area Plan, if appropriate.

**STAFF PRESENTATION**

Ms. Michelle Leininger presented the item.

**PUBLIC HEARING**

No public comment.

**ACTION TAKEN**

Motioned by Commissioner Finkeldei, seconded by Commissioner Blaser, to approve:

1. Amendments to Chapter 14 – Specific Plans; Southeast Area Plan to update the reference to the adopted Preliminary Alignment Study for Preliminary Alignment Study for 31<sup>st</sup> Street (North 1300 Road) East of 1600 Road to County Road 1057 and the Future Land Use Map to reflect the 31<sup>st</sup> Street alignment identified in this study and to generally update the plan.
2. Authorize the chair of the Planning Commission to sign Planning Commission Resolution PCR-8-3-11 regarding the amendment to *Horizon 2020* – Chapter 14-Southeast Area Plan (CPA-10-8-10) updating the Southeast Area Plan, if appropriate.

Unanimously approved 8-0.

**A RESOLUTION OF THE LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING COMMISSION ADOPTING AND RECOMMENDING ADOPTION OF AN AMENDMENT TO *HORIZON 2020*, THE COMPREHENSIVE PLAN FOR THE CITY OF LAWRENCE, KANSAS, AND UNINCORPORATED DOUGLAS COUNTY, KANSAS, PERTAINING TO THE SOUTHEAST AREA PLAN.**

**WHEREAS** the City of Lawrence, Kansas, and Douglas County, Kansas, in order to promote the public health, safety, morals, comfort, and general welfare and to conserve and protect property values in the City and the County, are authorized by K.S.A. 12-741, *et seq.*, to prepare, adopt, amend, extend, and execute a comprehensive plan;

**WHEREAS** the City of Lawrence, Kansas, Douglas County, Kansas, and the Lawrence-Douglas County Metropolitan Planning Commission, in order to coordinate development in accordance with the present and future needs of the City and the County, to conserve the natural resources of the City and the County, to ensure efficient expenditures of public funds in the City and the County, and to promote the health safety, convenience, prosperity, and the general welfare of the residents of the City and the County, have adopted *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County; and

**WHEREAS**, after giving notice by publication in the official City and County newspaper, the Lawrence-Douglas County Metropolitan Planning Commission conducted a public hearing on August 24, 2011, regarding the proposed amendment of *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as set forth in Planning Staff Report, CPA-10-8-10, revising and updating the Southeast Area Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING COMMISSION:**

**SECTION 1.** The above-stated recitals are incorporated herein by reference and shall be as effective as if set forth in full.

**SECTION 2.** Pursuant to K.S.A. 12-747, the Lawrence-Douglas County Metropolitan Planning Commission hereby adopts and recommends to the City of Lawrence, Kansas, and Douglas County, Kansas, that they adopt the amendment to *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as set forth in Planning Staff Report CPA-10-8-10, revising and updating the Southeast Area Plan.

**SECTION 3.** The revised and updated Southeast Plan, affixed hereto as Exhibit 1, shall, upon adoption by the City of Lawrence, Kansas, and Douglas County, Kansas, be incorporated into *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as the Southeast Area Plan.

**SECTION 4.** This Resolution, together with certified copy of the proposed amendment to *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, and a written summary of the August 24, 2011, public hearing shall be transmitted to the governing bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, as appropriate.

**ADOPTED** by the Lawrence-Douglas County Metropolitan Planning Commission this 24th day of August, 2011.



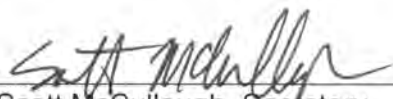
---

Chair  
Lawrence-Douglas County Metropolitan  
Planning Commission



---

Vice-Chair  
Lawrence-Douglas County Metropolitan  
Planning Commission



---

Scott McCullough, Secretary  
Lawrence-Douglas County Metropolitan  
Planning Commission

# Southeast Area Plan

Approved by Lawrence-Douglas County Planning Commission 11/28/07

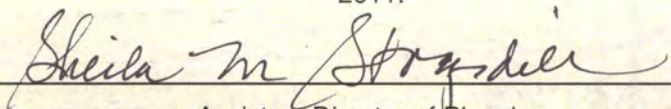
Approved by the Lawrence City Commission 1/8/08

Approved by the Douglas County Board of Commissioners 1/28/08

Revised 7/21/08; 12/1/08

Update Approved by the Planning Commission August 24, 2011

I hereby certify that this is a true and correct copy of the comprehensive plan or part of the plan; that the Lawrence-Douglas County Metropolitan Planning Commission adopted said comprehensive plan or part of the plan on August 24, 2011.



---

Assistant Director of Planning

## Table of Contents

---

	Page
Section 1 Introduction	
Background & Purpose .....	1-1
Description of Planning Area .....	1-2
Policy Framework .....	1-5
Section 2 Existing Conditions	
Land Uses .....	2-1
Zoning Patterns .....	2-4
Infrastructure .....	2-7
Environmental Conditions .....	2-13
Public Services/Facilities .....	2-16
Section 3 Recommendations	
Land Use .....	3-1
Policies .....	3-7
Implementation .....	3-9

### List of Tables

Table 2-1 Existing Land Use Summary .....	2-2
Table 2-2 County Zoning Classifications.....	2-4
Table 2-3 City Zoning Classifications .....	2-5

### List of Maps

Map 1-1 Planning Area Boundary in Relation to Lawrence .....	1-3
Map 1-2 Planning Area Boundary and Parcels .....	1-4
Map 2-1 Existing Land Use .....	2-3
Map 2-2 Existing Zoning.....	2-6
Map 2-3 Existing Water and Sanitary Sewer Facilities.....	2-8
Map 2-4 Existing Stormwater Facilities .....	2-9
Map 2-5 Existing Street Classifications.....	2-11
Map 2-6 Existing and Future Bicycle Facilities.....	2-12
Map 2-7 Existing Floodplain.....	2-14
Map 2-8 Existing Environmental Features .....	2-15
Map 3-1 Future Land Use .....	3-2



## Section 1 - Introduction

---

### 1.1 Background & Purpose

The development of a *Southeast Area Plan* began in 1997. The primary issues at that time were: timing of development (land uses), connectivity of the major street network, the location and timing of the eastern leg of the South Lawrence Trafficway/K-10 Highway (SLT/K-10 Highway), and the timing of city sanitary sewer and water lines to the planning area. Meetings were held with the area property owners to gather their input. Planning staff created a draft land use map for the planning area on August 13, 1997, it was presented to the Planning Commission, and a plan and a summary of the process followed. The Planning Commission forwarded the *Southeast Area Plan* to the County Commission for direction on the access points shown in the plan to the SLT/K-10 Highway. The County Commission deferred the discussion because of issues due to an ongoing study of the eastern alignment of the SLT/K-10 Highway. After this deferral, the plan was not approved or adopted by any of the three Commissions.



*Area Plan* drafted in 1997.

New information regarding traffic routes and specific corridor planning along with the closing of the Farmland Industries Plant and the update of the city's wastewater master plan has created renewed interest in developing a plan for the Southeast Area. Development concerns for the area were essentially the same as they were in 1997: sanitary sewer, major roads, appropriate land uses, and the SLT/K-10 Highway alignment. While there has been some additional development in the area, the physical conditions of the planning area were substantially unchanged from the conditions that existed in the *Southeast*

The planning process continued in 2004 with various drafts of future land use maps and text. Two future land use maps were given as options but a consensus could not be reached by the Commissions. Since then, various things have changed. The ECO<sup>2</sup> Commission has completed the first phase of their plan, development has occurred within the planning area, and the Wakarusa Water Reclamation Facility is tentatively set to be operational 2017-2022, south of the planning area and south of the Wakarusa River, which will provide additional sanitary sewer capacity to this area. The ECO<sup>2</sup> plan is a long-term plan for the identification, evaluation, and selection of land for the advancement of industrial/business park and open space preservation.

The recommendations contained within this plan are intended to guide the area's growth patterns as the development of the Southeast Area occurs. A plan's purpose is to provide a closer look at the specifically described area while being consistent with the overall adopted comprehensive plan for the community. The plan should fit like a puzzle piece into the larger context of the surrounding street, utility, and land use network of the entire community. Logical connections between the planning area and adjacent neighborhoods are a key factor in the development of the plan.

## 1.2 Description of Planning Area

The *Southeast Area Plan* encompasses all of Section 9, the west half of Section 10, and portions of Sections 15 and 16 in Wakarusa Township. The planning area boundaries are: E 1750 Road (Noria Road) to the east, the Wakarusa River floodplain as depicted on the 2001 FEMA maps to the south, O'Connell Road to the west, and E. 23<sup>rd</sup> Street/K-10 Highway to the north. The majority of the planning area is located within the urban growth area service area 1<sup>1</sup>. The properties south of N 1300 Road (E. 31<sup>st</sup> Street) are located in Service Area 4. Roughly two thirds of the planning area lie outside of the city limits of Lawrence but within the urban growth area as identified in *Horizon 2020*.



Diverse uses surround the planning area. The Prairie Park Neighborhood is located directly to the west of the planning area and has been developed within the last ten years, predominately with single-family residences. Land uses north of the planning area are comprised of large industrial properties including the vacant Farmland fertilizer plant and East Hills Business Park, all north of E. 23<sup>rd</sup> Street/K-10 Highway. South and east of the planning area is the Wakarusa River, the Wakarusa Floodplain, and agricultural uses. While the areas described are outside of the planning area boundaries, they have significant influence on the land use development patterns within the Southeast Area. Key influences are the vacant Farmland Industries property, the expansion of East Hills Business Park, and the communities' need to have sufficient wastewater capacity for future industrial uses in these areas.


The planning area contains approximately 1,300 acres with a wide range of ownership parcel sizes. Two parcels are larger than 100 acres, nine parcels are between 30 and 100 acres, and fourteen parcels are between 10 and 29 acres. The remaining parcels, approximately 321, are less than 10 acres in size. Because of the ownership patterns, a coordinated effort on behalf of the property owners is necessary to develop benefit districts to construct the major portions of the required infrastructure. The planning area boundaries and parcel composition are illustrated in Map 1-1 and Map 1-2.

---

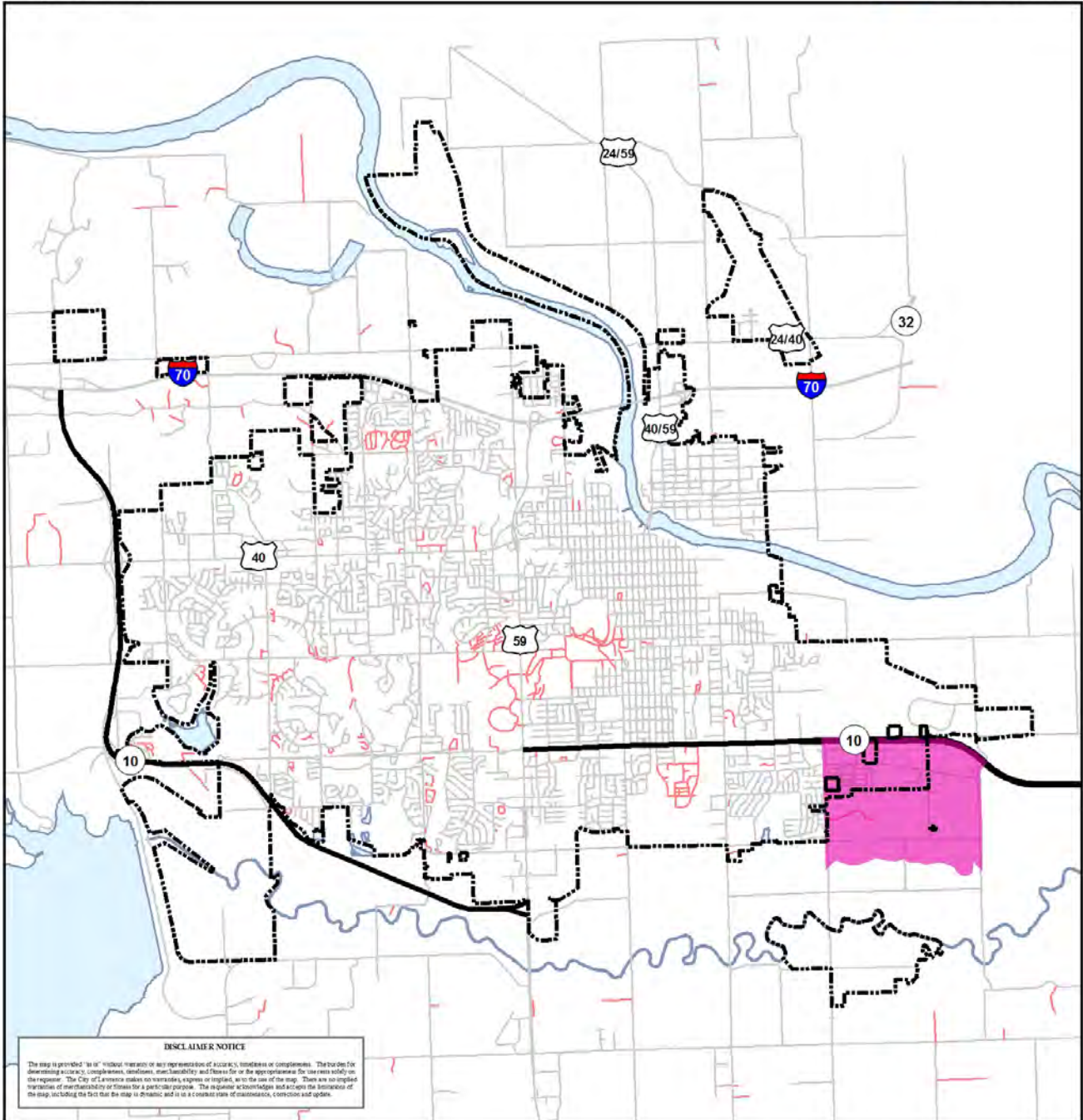
<sup>1</sup> Service Area 1 "This area includes lands which are proximate to the existing city limits and can be readily served by community facilities and services."

# Southeast Area Plan

## Map 1-1 Planning Area Boundary in Relation to Lawrence

  
 Map Date: 8/10/11

- Legend**
-  City Limits
  -  Area Boundary
  -  Water Bodies



# Southeast Area Plan

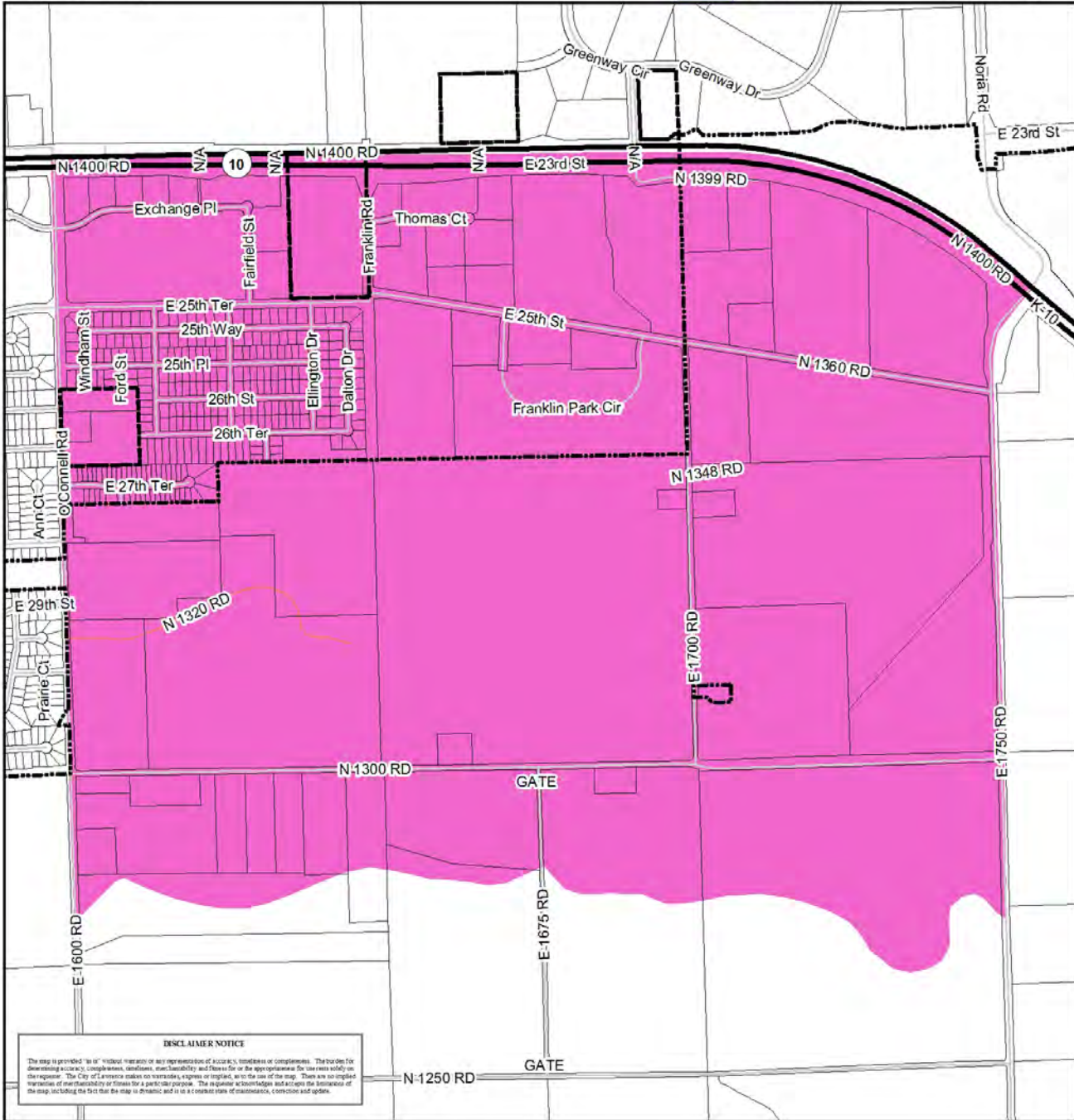
## Map 1-2 Planning Area Boundary and Parcels



Map Date: 8/10/11

### Legend

- City Limits
- Private Street
- Area Boundary
- Public Street
- Water Bodies
- State Hwy



### 1.3 Policy Framework

*Horizon 2020* serves as the overall planning guide and policy document for this plan. In addition to *Horizon 2020*, guiding policy is also obtained in other adopted physical element plans. Together, these plans provide the general “umbrella” policies under which this plan is developed. Listed, these plans are:

- *Horizon 2020*, The Comprehensive Plan for Lawrence and Unincorporated Douglas County. Lawrence-Douglas County Metropolitan Planning Office. 1998 as amended.
- *Transportation 2030*, Lawrence/Douglas county Long Range Transportation Plan. Lawrence-Douglas County Metropolitan Planning Office. April 16, 2009. *Lawrence-Douglas County Bicycle Plan*, Lawrence/Douglas County Metropolitan Planning Office. May 2004.
- *Lawrence Parks & Recreation Department A Comprehensive Master Plan*. Leon Younger & PROS. 2000.
- Preliminary Alignment Study for 31<sup>st</sup> Street (North 1300 Road) East of 1600 Road to County Road 1057. Wilson & Company, Inc. September 29, 2010 *City of Lawrence, Kansas Water Master Plan*. Black & Veatch. December 2003.
- *City of Lawrence, Kansas Wastewater Master Plan*. Black & Veatch. December 2003.
- *23<sup>rd</sup> Street Corridor Study*, Lawrence-Douglas County Metropolitan Planning Office. September 2002.

## Section 2 - Existing Conditions

---

The inventory and analysis of existing conditions in this plan are intended to serve as a resource and background for the recommendations included at the end of this plan.

### 2.1 Land Uses

There are currently a wide range of land uses within the planning area. The existing land use summary and map are based on the County Appraisers' land use code and updated by planning staff, as the source information for this portion of the plan. Agricultural uses, in the form of row crops, pasturelands, and farms are the prominent land uses. As the area urbanizes, these agricultural uses will dissolve and be reused for more intensive land use types. This category is not carried forward to the future land use map. Remaining open spaces in an urbanized environment are referred to as park or open space.



The second largest land use category is the public/institutional use which is a mix of public and privately owned uses. The publicly owned uses are the Douglas County Jail located at the southeast corner of Franklin Road and E. 25<sup>th</sup> Street and the sanitary sewer pump station located on the edge of the future park northeast of the intersection of N 1300 Road (E. 31<sup>st</sup> Street) and E 1700 Road (Kitsmiller Road). The two private institutional uses include the O'Connell Youth Ranch and Teen Challenge facility located at the northeast corner of O'Connell Road and N 1300 Road (E. 31<sup>st</sup> Street). This does not include the identified future park located at the northeast corner of N 1300 Road (E. 31<sup>st</sup> Street) and E 1700 Road (Kitsmiller Road).

Within the planning area, there has been some residential home development. There is an area platted and developed with duplex type uses located along E. 27<sup>th</sup> Terrace. There is also a large portion of the area south of N 1300 Road (E. 31<sup>st</sup> Street) that is developed with large lot, single-family uses.

The remaining land is designated a variety of uses ranging from open space to industrial. A variety of uses are categorized as "vacant" uses. Many of these areas are within the city and are already platted and/or zoned for a specific use. The existing land uses are shown on Map 2-1.

Table 2-1 Existing Land Use Summary (August 2011)

<b>Land Use</b>	<b>Acres</b>
Agricultural	489.27
Single-Family Residential	105.56
Vacant Single-Family Residential	52.69
Duplex	0.65
Vacant Multiple-Family Residential	32.15
Commercial	8.55
Vacant Commercial	33.65
Warehouse/Distribution	8.47
Industrial	68.08
Vacant Industrial	59.74
Public/Institutional	160.33
Open Space	6.99
Vacant Parks/Rec	38.07
<b>TOTAL</b>	<b>1064.19</b>

# Southeast Area Plan

## Map 2-1 Existing Land Use

### Legend

City Limits	<b>Existing Land Use</b>	Vacant Multiple-Family Residential	Vacant Industrial
Area Boundary	Agricultural	Commercial	Public/Institutional
	Single-Family Residential	Vacant Commercial	Open Space
	Vacant Single-Family Residential	Warehouse/Distribution	Vacant Parks/Rec
	Duplex	Industrial	

N  
 Map Date: 8/10/11





## 2.2 Zoning Patterns

The planning area encompasses approximately 1,154 acres. The majority is within the unincorporated portions of Douglas County and is mainly zoned A (Agricultural). Additional county zoning districts within the planning area occur predominately along E. 23<sup>rd</sup> Street/K-10 Highway and include: I-1 (Limited Industrial) District, I-2 (Light Industrial) District, and I-3 (Heavy Industrial) District. The county zoning districts shown on Map 2-2 are described in Table 2-2.

There are a number of city zoning districts within the planning area. Planned Residential Development (PRD-Prairie View) zoning is located along E. 27<sup>th</sup> Terrace, on the east side of O'Connell Road. This area is developed with low-density residential structures in the form of duplexes and is reflected on the Existing Land Use Map as low-density residential. There is also a platted subdivision east of O'Connell Road, abutting the Prairie View PRD to the north, called Fairfield Farms East Addition No. 1. This subdivision is a mix of single-dwelling and multi-dwelling zoning.

Planned Industrial Development (PID-LRM Industries, PID-Franklin Park and PID-Mt. Blue) zoning is located along E. 23<sup>rd</sup> Street/K-10 Highway, E. 25<sup>th</sup> Street and N 1360 Road. Approximately 58 acres of these planned industrial developments remain undeveloped. Some of the industrial uses developed in the area include a concrete and asphalt plant, the Douglas County Jail, a self-storage business, and a towing company. These uses are representative of the area shown as existing industrial land use within the planning area, the exception being the public institutional use of the jail. The city zoning districts shown on Map 2-2 are described in Table 2-3.



Table 2-2 County Zoning Classifications

<b>County Zoning</b>	<b>District Name</b>	<b>Comprehensive Plan Designation</b>
A	Agricultural	Agriculture
B-1	Neighborhood Business District	Neighborhood Commercial
I-1	Limited Industrial District	Office Research
I-2	Light Industrial District	Warehouse and Distribution
I-3	Heavy Industrial District	Industrial
I-4	Heavy Industrial District	Industrial
VC	Valley Channel District	N/A

Table 2-3 City Zoning Classifications

<b>City Zoning</b>	<b>District Name</b>	<b>Comprehensive Plan Designation</b>
RS7	Single-Dwelling Residential (7,000 sq. feet per dwelling unit)	Low-Density Residential
RM12D	Multi-Dwelling Residential Duplex (12 dwelling units per acre)	Medium-Density Residential
PRD	Planned Residential District	N/A
CO	Office Commercial	Office or Office/Research
CC200	Community Commercial District (200,000 gross square feet of commercial)	Community Commercial Center
PID	Planned Industrial District	N/A
IL	Limited Industrial District	Warehouse and Distribution or Industrial
IG	General Industrial	Warehouse and Distribution or Industrial
GPI	General Public and Institutional	N/A



## **2.3 Infrastructure**

### *2.31 Water and Wastewater Infrastructure*

A summary of the existing water and wastewater utilities are shown on Map 2-3. Municipal water and wastewater is provided to those properties that are within the current city limits. Properties that are within the planning area, but outside the city limits, are served by non-municipal water and septic systems.

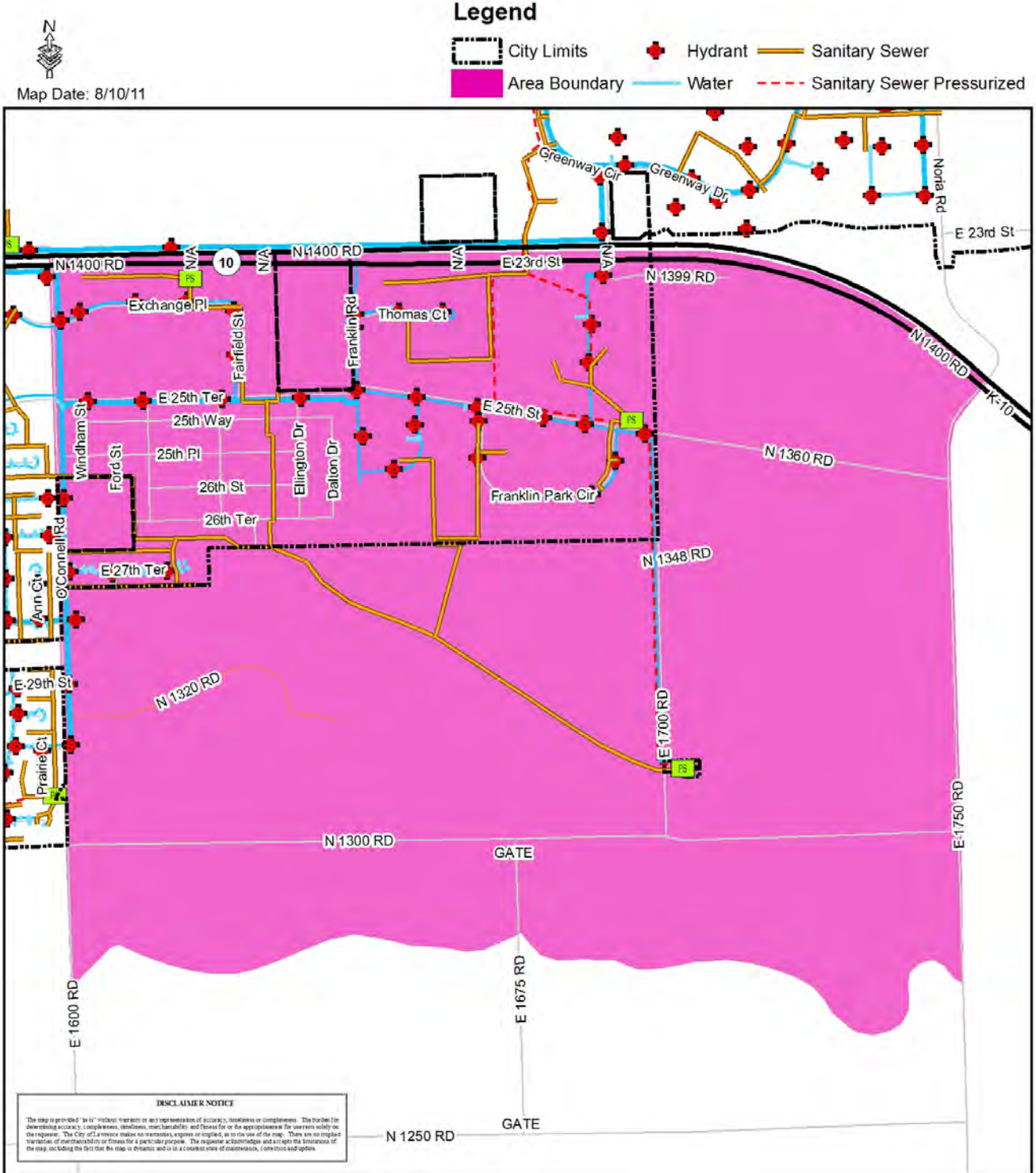
In 2008 a pump station was completed within the planning area located on the city's future park property on the northeast corner of E 1700 Road (Kitsmiller Road) and N 1300 Road (E. 31<sup>st</sup> Street). The lines from the pump station extend service into the area northwest of the pump station location. Sanitary sewer service to areas generally north and east of the pump station location will require additional interceptor lines to be constructed. This pump station allows for city sanitary sewer service for future development within the planning area.

### *2.32 Stormwater Infrastructure*

A summary of the existing stormwater utilities, channels, and natural streams are shown on Map 2-4. There is a small amount of stormwater collected by an enclosed stormwater pipe system within the planning area. The majority of the stormwater is handled by open channels and streams. The stormwater drains to the southeast, out of the planning area by way of the tributaries, to the Wakarusa River.

# Southeast Area Plan

## Map 2-3 Existing Water and Sanitary Sewer Facilities





## 2.33 Transportation

### 2.331 Streets

*Transportation 2030* (T2030) is the comprehensive, long-range transportation plan for the metropolitan area. T2030 designates streets according to their functional classification or their primary purpose. These functional classifications are shown on Map 2-5. The classification system can be described as a hierarchy from the lowest order, (local streets) that serve to provide direct access to adjacent property, to (collector streets) that carry traffic from local streets, to major thoroughfares (arterial streets) that carry traffic across the entire city. Freeways and expressways are the highest order of streets and are designed with limited access to provide the highest degree of mobility to serve large traffic volumes with long trip lengths.

T2030 identifies gateways into the city and truck routes. E. 23<sup>rd</sup> Street/K-10 Highway is classified as a major gateway into Lawrence and a truck route into and out of Lawrence.

### 2.332 Transit

Lawrence has a public transportation system (The T) which operates throughout the city. This system allows people to travel to other areas of the city without relying on a personal automobile. The city transit system has one route that travels through the planning area. Route 5 ( 31<sup>st</sup> & Iowa to East Hills Business Park) travels along E. 23<sup>rd</sup> Street/K-10 Highway to the East Hills Business Park, northeast of the planning area. There are currently no bus shelters within the planning area.

### 2.333 Bicycle Facilities

Lawrence and Douglas County have a joint bicycle plan for the community, the *Lawrence-Douglas County Bicycle Plan*. This plan identifies existing and future bicycle routes, lanes, and shared use paths. A bicycle route is a network of streets to enable direct, convenient and safe access for bicyclists. A bicycle lane is a separate space designated with striping, signage or pavement markings for exclusive use by bicycles within a street. A shared use path is a separate path adjacent to and independent of the street and is intended solely for non-motorized travel.


Currently, there are two existing bicycle facilities within the planning area. O'Connell Road is identified as having an existing bike lane and E. 25<sup>th</sup> Terrace is identified as a bike route. These facilities are shown on Map 2-6.

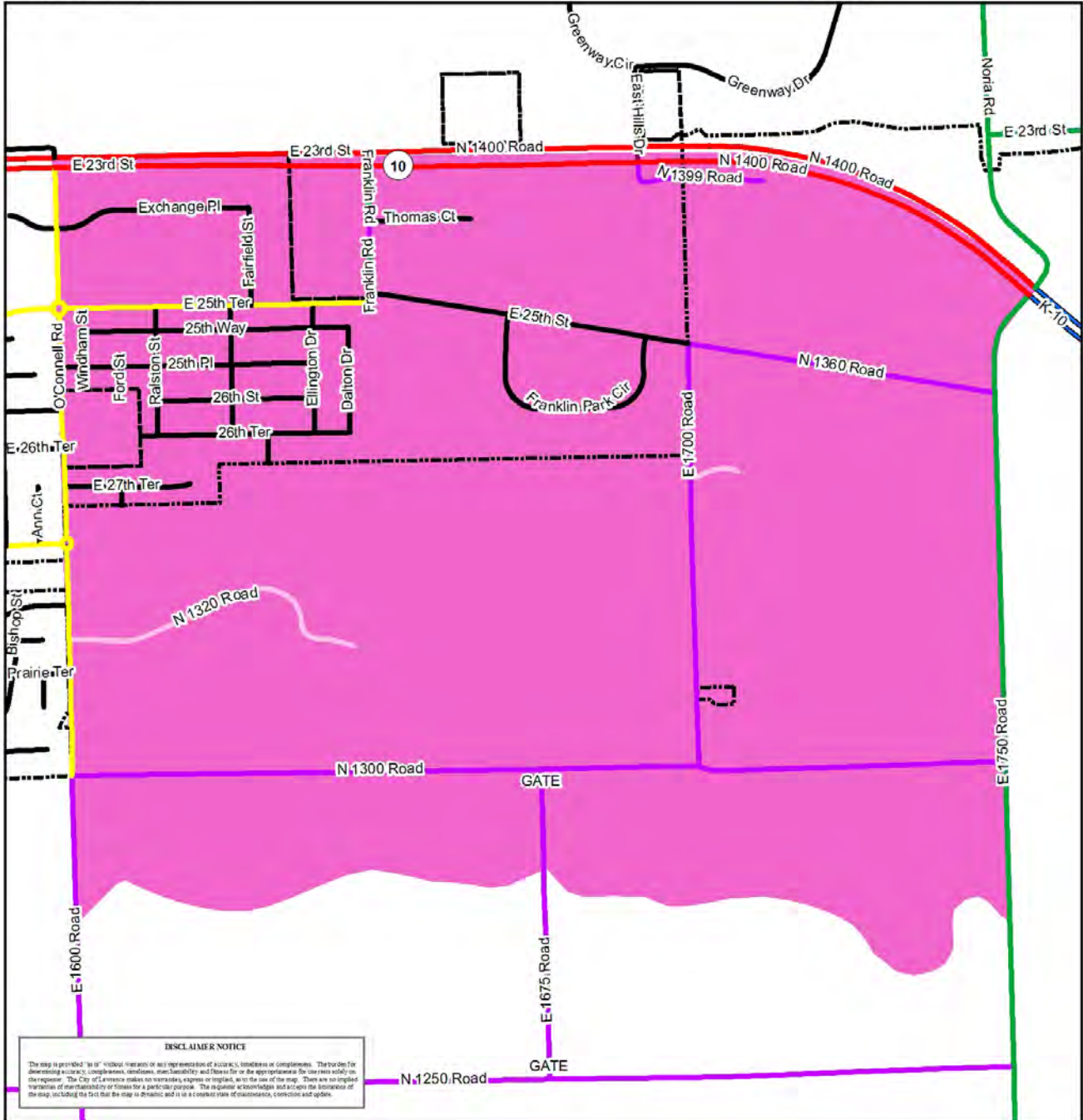
# Southeast Area Plan

## Map 2-5 Existing Street Classification

### Legend

- |  |  |   |
|--|--|---|
|  City Limits    |  freeway            |  private |
|  Area Boundary |  principal arterial |  street  |
|  |  minor arterial     |  rural   |
|  |  collector          |   |

  
 Map Date: 8/10/11



**DISCLAIMER NOTICE**


The map is provided "as is" without warranty of any representation of accuracy, timeliness or completeness. The reader for determining accuracy, completeness, revisions, use, liability and fitness for or the appropriateness for use rests solely on the requester. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of responsibility or fitness for a particular purpose. The requester acknowledges and accepts the importance of the map, including the fact that the map is dynamic and is a constant state of maintenance, correction and updates.



# Southeast Area Plan

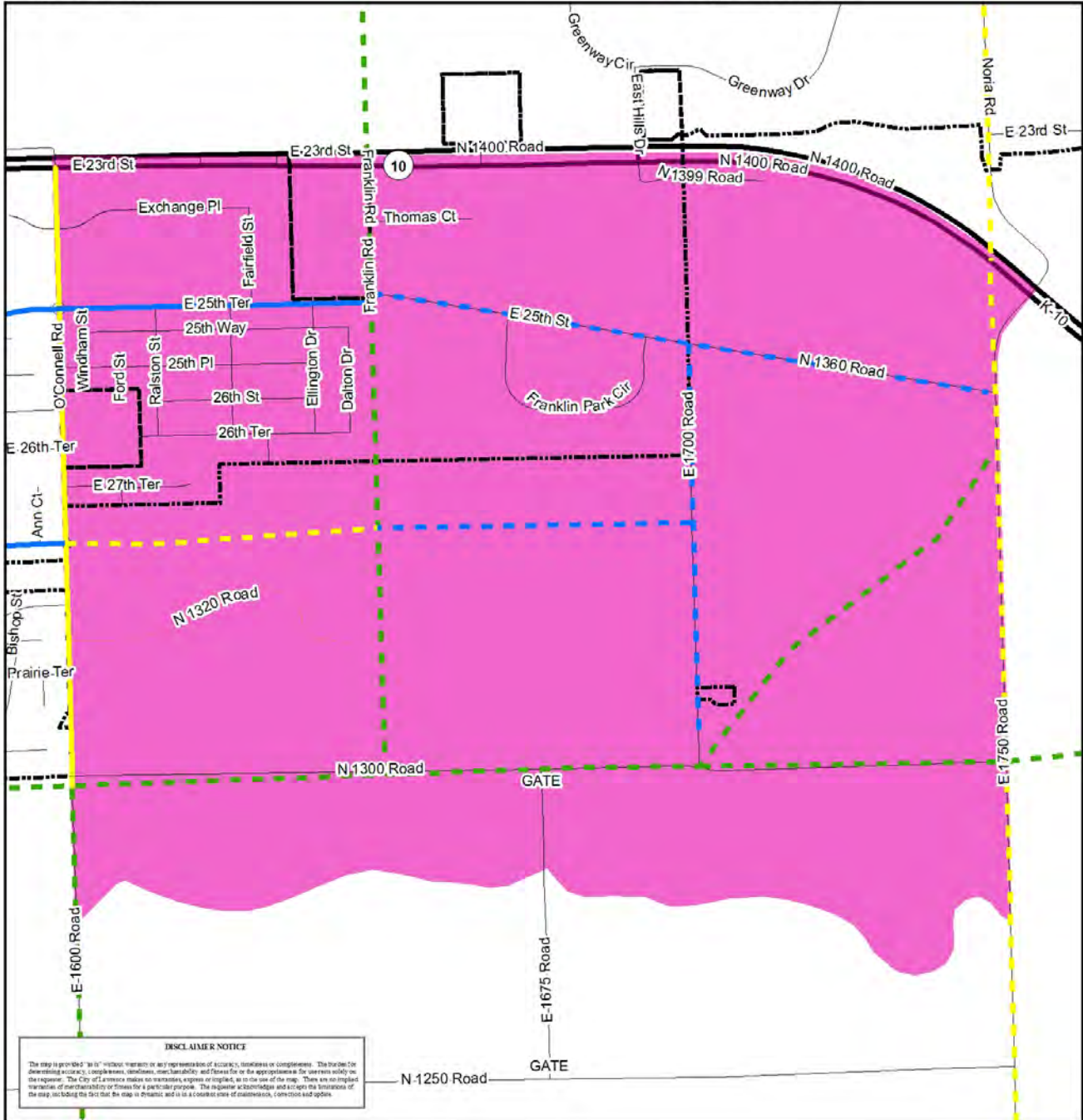
## Map 2-6 Existing and Future Bicycle Facilities

### Legend

- |   |   |  |
|---|---|--|
|  City Limits   | <b>Bikeways</b>   |  Future Bike Lane       |
|  Area Boundary |  Existing Bike Lane       |  Future Bike Route      |
|   |  Existing Bike Route      |  Future Shared Use Path |
|   |  Existing Shared Use Path |  |



Map Date: 8/10/11



## 2.4 Environmental Conditions

The planning area has seven drainage basins that drain to either the Kansas River or the Wakarusa River. The Farmland and the East Hills drainage basins drain to the north to the Kansas River. The O'Connell, Kitsmiller, Franklin, Noria, and the Naismith Creek drainage basins drain to the south to the Wakarusa River by way of two significant drainageways. There is Federal Emergency Management Agency (FEMA) designated floodplain located within the planning area along the southern border of the planning area. The floodplain within the planning area includes 500 year, and 100 year floodplain. The 100 year floodplain means that there is a 1% chance of flooding each year and the 500 year floodplain means that there is a .2% chance of flooding each year. The floodplain is shown in Map 2-7.

The majority of slopes within the planning area are in the 0-3 percent range as identified in the Soil Survey of Douglas County, Kansas. Some areas of 3-7 percent slope can be found in the northeast and southwest corners of the planning area. A lack of steep slopes is considered to be a beneficial factor for urban development. Detailed topographic surveys will be required as individual properties are developed.


The majority of the undeveloped land within the planning area is used for either row crop or pasture land. There is a minimal amount of woodland areas within the planning area. Existing woodland is found mainly in two areas: in the northeast corner of the planning area, and in the southwest corner.

Map 2-8 illustrates the existing environmental features of the planning area.



# Southeast Area Plan

## Map 2-7 Existing Floodplain



Map Date: 8/12/11

**Legend**

City Limits

Area Boundary

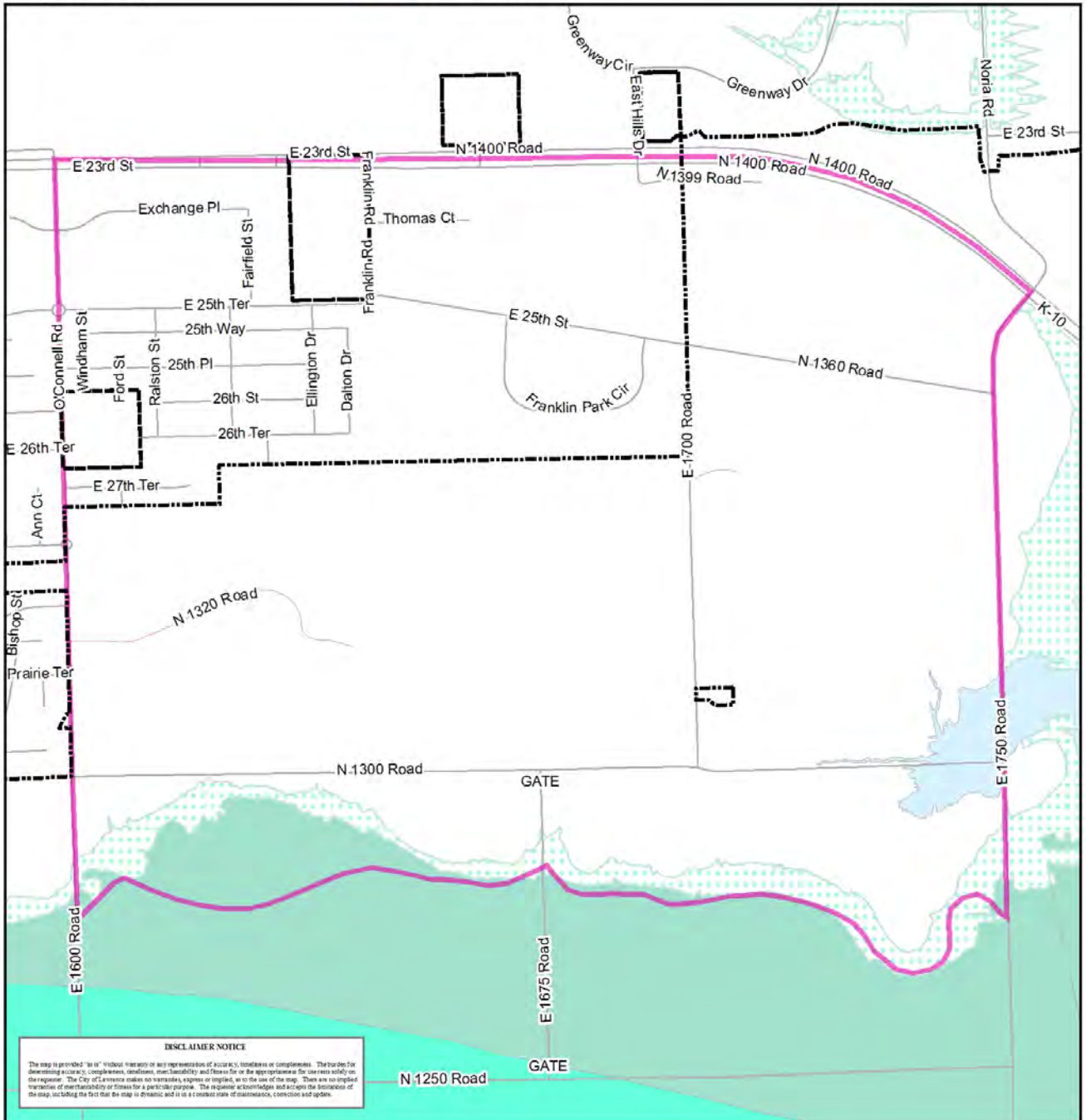
**2010 FEMA Flood Maps**

100 YEAR, ZONE AE

100 YEAR, ZONE AE, FLOODWAY

100 YEAR, ZONE A

500 YEAR, 0.2 PCT ANNUAL CHANCE ,




**DISCLAIMER NOTICE**

The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The user bears the responsibility for determining accuracy, completeness, timeliness, suitability and fitness for the appropriate use for use rests solely on the user. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The user assumes all risks and accepts the responsibility of the map, including the fact that the map is dynamic and it is a constant state of maintenance, correction and updates.













# Southeast Area Plan

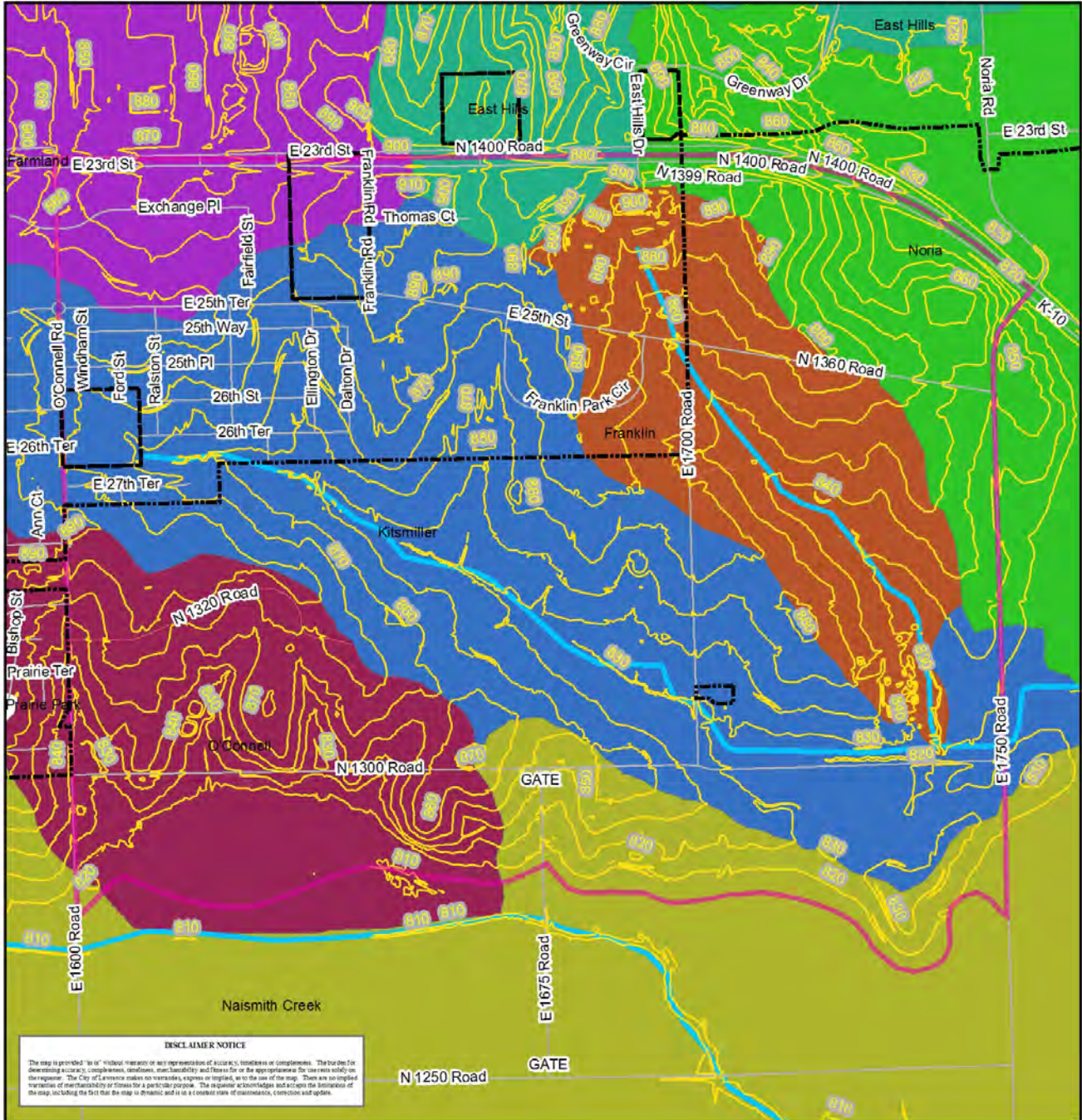
## Map 2-8 Existing Environmental Features



Map Date: 8/12/11

### Legend

	City Limits		Streams		Farmland		Naismith Creek
	Area Boundary		<b>Drainage Basin</b>		Franklin		Noria
	Contour Lines		East Hills		Kitsmiller		O'Connell



## 2.5 Public Services/Facilities

All urban public services, schools, fire/medical, police, developed parks, etc., are located to the west and north of the planning area.

The entire planning area is located within the Lawrence Public School District (USD 497). The students within this area currently attend Prairie Park Elementary School, South Middle School, and Lawrence High School. The need for a new elementary school is determined by the School Board based on residential population projections. The school district does not currently have plans to build a school within this planning area though they own property north of the future park along E 1700 Road (Kitsmiller Road).

Currently, there are four public or institutional land uses within the planning area. These uses include O'Connell Youth Ranch, Teen Challenge, and Douglas County Jail, as well as the undeveloped city park property. It is anticipated that O'Connell Youth Ranch and Teen Challenge will redevelop in the future as the area urbanizes. The county jail site was developed with expansion in mind and will remain a public facility within the planning area. The undeveloped park property is likely to be developed as the planning area urbanizes. Douglas County is currently in the process of purchasing property east of the jail for the location of the county public works facility.



Douglas County Jail



Fire & Medical Station No. 2

The planning area will be served partially by Fire & Medical Station Number 2, an existing facility located on Harper Street north of E. 23rd Street/K-10 Highway and partially by the Wakarusa Township Fire Department. A future Fire & Medical station location has conceptually been identified by Fire & Medical staff as being necessary, east of the current Station No. 2 location, in order to serve the larger southeast extent of the urban growth area. A more in-depth study will need to be conducted to

ultimately locate the facility and to address emergency response time issues as this portion of the community develops. Generalized future locations have been identified through departmental studies and a timeline for development has not been identified.

## **Section 3 - Recommendations**

---

The Southeast Area is anticipated to develop with a wide range of uses and intensities that extend from very low-density residential to industrial uses. The more intensive industrial and commercial use areas are recommended where they are in close proximity to E. 23<sup>rd</sup> Street/K-10 Highway, and arterial and collector streets. Residential uses are generally located in the southern portion of the planning area.

### **3.1 Land Use**

This section outlines the recommended land uses for the planning area. The future land use map and land use descriptions are explained on the subsequent pages. The map is an illustration to help visually identify the different areas as they are designated. The land use descriptions are more detailed information regarding the different land use categories. These are recommended uses within the planning area. The official definitions and the permitted uses within each zoning district are outlined in the use tables that are located in the *Land Development Code* for the City of Lawrence. The map and text descriptions must be used in conjunction with one another in order to obtain the complete recommendation for each particular area.


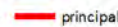







Map 3-1 provides a general concept for the location of recommended land uses in the Southeast Area. It is not intended to provide a scaleable map for determining specific land use/zoning boundaries within this area.

# Southeast Area Plan Map 3-1 Future Land Use

## Legend

-  City Limits
-  Area Boundary

### Major Thoroughfares

-  freeway
-  principal arterial
-  minor arterial
-  collector
-  future freeway
-  future arterial
-  future minor arterial
-  future collector
-  future local

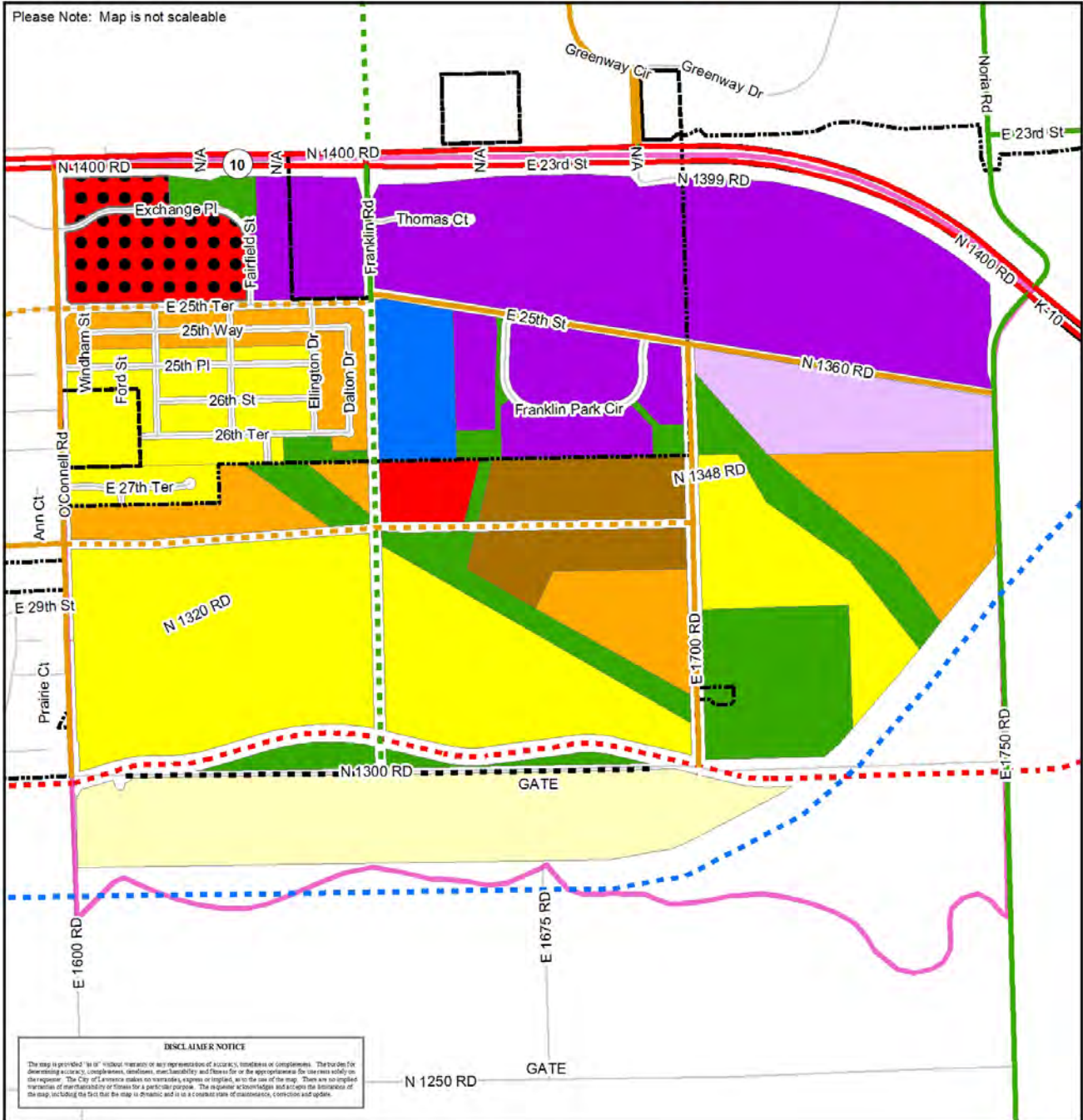
### Future Land Use

-  Very Low-Density Residential
-  Low-Density Residential
-  Medium-Density Residential
-  High-Density Residential
-  Neighborhood Commercial
-  Community Commercial
-  Office/Warehouse
-  Industrial
-  Public/Institutional
-  Park/Open Space



Map Date: 8/12/11

Please Note: Map is not scaleable



### 3.11 Land Use Descriptions

#### Very Low-Density Residential:

The intent of the very low-density residential use is to allow for large lot, single-dwelling type uses.

Density: 1 or fewer dwelling units per acre

Intensity: Very low

Applicable Area:

- Area south of N 1300 Road (E. 31<sup>st</sup> Street) between O'Connell Road and E 1750 Road (Noria Road).

Zoning Districts: RS40 (Single-Dwelling Residential), PD (Planned Development Overlay)

Primary Uses: Detached dwellings, group home, public and civic uses

#### Low-Density Residential:

The intent of the low-density residential use is to allow for single-dwelling, duplex, and attached dwellings but emphasis is placed on residential type uses.

Density: 6 or fewer dwelling units per acre

Intensity: Low

Applicable Areas:

- Area east of O'Connell Road, generally along the following streets: 25<sup>th</sup> Place, 26<sup>th</sup> Street, 26<sup>th</sup> Terrace, E. 27<sup>th</sup> Terrace, Ralston Street, Fairfield Street, and Ellington Drive.
- Area surrounded by O'Connell Road, E. 28<sup>th</sup> Street extended, Franklin Road extended, and N 1300 Road (E. 31<sup>st</sup> Street).
- Area east of Franklin Road extended, north of N 1300 Road (E. 31<sup>st</sup> Street), west of E 1700 Road (Kitsmiller Road), and south of the Kitsmiller tributary.
- Area east of E 1700 Road (Kitsmiller Road), north and east of the city future park property, and south of the tributary green space.

Zoning Districts: RS10 (Single-Dwelling Residential), RS7 (Single-Dwelling Residential), RS5 (Single-Dwelling Residential), RM12D (Multi-Dwelling Duplex Residential), PD (Planned Development Overlay)

Primary Uses: Detached dwellings, attached dwellings, duplex, group home, public and civic uses

#### Medium-Density Residential:

The intent of the medium-density residential use is to allow for a variety of types of residential options for the area.

Density: 7-15 dwelling units per acre

Intensity: Medium

Applicable Areas:

- Area east of O'Connell Road, generally along the following streets: 25<sup>th</sup> Way, Ralston Street, Windham Street, Ellington Drive, and Dalton Drive.
- Area east of O'Connell Road, north of E. 28<sup>th</sup> Street extended, and west of Franklin Road.
- Area west of E 1700 Road, north of the Kitsmiller Tributary, and just south of E. 28<sup>th</sup> Street extended.



- Area west of E 1750 Road (Noria Road), north of the future alignment of the SLT/K-10 Highway, and east of the tributary green space.
- Zoning Districts: RS5 (Single-Dwelling Residential), RS3 (Single-Dwelling Residential), RM12 (Multiple-Dwelling Residential), RM12D (Multi-Dwelling Duplex Residential), RM15 (Multi-Dwelling Residential), PD (Planned Development Overlay)
- Primary Uses: Detached dwellings, attached dwellings, duplex, multi-dwelling structures, group home, civic and public uses

High-Density Residential:

The intent of the high-density residential use is to allow for compact residential development.

Density: 16+ dwelling units per acre

Intensity: High

Applicable Areas:

- Area northwest of the intersection of E. 28<sup>th</sup> Street extended and E 1700 Road (Kitsmiller Road).
- Area southwest of the intersection of E. 28<sup>th</sup> Street extended, E 1700 Road (Kitsmiller Road), and east of the Kitsmiller Tributary.

Zoning Districts: RM24 (Multi-Dwelling Residential), RM32 (Multi-Dwelling Residential), PD (Planned Development Overlay)

Primary Uses: Multi-dwelling structures, group home, civic and public uses

Commercial:

The intent of the commercial use is to allow for retail and service uses. A Community Commercial Center provides goods and services to several different neighborhood areas. A Neighborhood Commercial Center provides for the sale of goods and services at the neighborhood level.

Intensity: Medium-High

Applicable Areas:

- Area southeast of the intersection of E. 23<sup>rd</sup> Street/K-10 Highway and O'Connell Road. (Community Commercial Center)
- Area northeast of the intersection of Franklin Road extended and E. 28<sup>th</sup> Street extended. (Neighborhood Commercial Center)

Zoning Districts: CC200 (Community Commercial District), CN2 (Neighborhood Commercial Center District), PD (Planned Development Overlay)

Primary Uses: Civic and public uses, medical facilities, eating and drinking establishments, general office, retail sales and services, fuel sales, car wash

Office/Warehouse:

The intent of the office/warehouse use is to allow for low-impact employment and warehouse uses that would be minimally evasive to nearby residential uses.

Intensity: Low-Medium

Applicable Area:

- Area south of N 1360 Road between E 1700 Road (Kitsmiller Road) and E 1750 Road (Noria Road).

Zoning Districts: IBP (Industrial and Business Park District), IL (Limited Industrial District), PD (Planned Development Overlay)

Primary Uses: Civic and public uses, health care offices/clinics, animal services, general office, business equipment sales, business support services, communication sales and services, building maintenance sales and services, construction sales and services, vehicle sales and services, research services, manufacturing and production limited and technology, light wholesale, storage and distribution, mini-warehouse

Industrial:

The intent of the industrial use is to allow for moderate to high-impact uses including large scale or specialized industrial uses geared toward utilizing E. 23<sup>rd</sup> Street/K-10 Highway for materials transportation.

Intensity: Medium-High

Applicable Area:

- Area northwest of the intersection of 25<sup>th</sup> Terrace and Franklin Road.
- Area east of Franklin Road, north of E 25<sup>th</sup> Street and N 1360 Road, west of E 1750 Road (Noria Road), and south of E. 23<sup>rd</sup> Street/K-10 Highway.
- Area north and south of Franklin Park Circle.

Zoning Districts: IL (Limited Industrial District), IG (General Industrial District), PD (Planned Development Overlay)

Primary Uses: Civic and public uses, animal services, general office, building maintenance services, business support services, construction sales and service, vehicle sales and service, industrial facilities, general office, wholesale, distribution, and storage

Public/ Institutional:

The intent of the public/institutional use is to allow for public, civic, and utility uses.

Intensity: Variable

Applicable Area:

- Area southeast of the intersection of Franklin Road and E. 25<sup>th</sup> Street. (Douglas County Jail)

Zoning Districts: GPI (General Public and Institutional)

Primary Uses: Cultural center/library, school, utilities, recreational facilities, utility services

Park/ Open Space:

The intent of the park/open space use is to provide space for public recreational facilities and natural area preservation.

Intensity: Low

Applicable Areas:

- Area at the northeast intersection of E 1700 Road (Kitsmiller Road) and N 1300 Road (E. 31<sup>st</sup> Street).
- Kitsmiller Tributary and the unnamed tributary, east of E 1700 Road (Kitsmiller Road).
- Platted drainage easements.
- Area between the E. 31<sup>st</sup> Street alignment and N 1300 Road (E. 31<sup>st</sup> Street)

Zoning Districts: GPI (General Public and Institutional District), OS (Open Space), UR (Urban Reserve)

Primary Uses: crop agricultural, cultural center, schools, active recreation, passive recreation, nature preserve, entertainment and spectator sports, participant sports and recreation outdoor, private recreation

## 3.2 Policies

Policies are guiding principles that provide direction for decisions to be made regarding the planning area. These policies are in addition to the policies in *Horizon 2020* and are only applicable to the property within the Southeast Area planning area.

### 3.21 Residential Land Use

1. Residential uses shall maintain a “back-to-back” relationship to more intense uses. Buffering shall include use of green space as a primary transition tool.
2. Residential streets shall be extended to undeveloped property and shall use a grid or modified grid pattern.
3. Medium-density residential development shall take the form of small lot, detached, attached, or cluster type housing.
4. The medium-density residential use is not intended to provide for large scale apartment development.

### 3.22 Commercial Land Use

1. The Community Commercial Center shall be designed in accordance with policies and standards of *Horizon 2020*.
2. The Neighborhood Commercial Center shall be no larger than 10 acres and with no more than 15,000 gross square feet of commercial space.
3. Commercial development shall be designed to facilitate pedestrian and non-motorized access from abutting areas is recommended.

### 3.23 Public Facility/Open Space Land Use

1. Smaller parks should be located throughout the planning area.
2. If the need arises for an elementary school to be located within the planning area, the city and school district should work together to develop a joint use facility.
3. Open space areas should be provided and/or acquired along major thoroughfares and along drainage ways for development of pedestrian and bicycle trails.

### 3.24 Gateway

1. Development shall enhance the gateway along E. 23rd Street/K-10 Highway by creating an aesthetically pleasing view into the city.
2. Gateway treatments shall be a priority in development and redevelopment along E. 23rd Street/K-10 Highway and shall reflect the goals and polices stated in *Horizon 2020*.
3. Aesthetically pleasing landscaped entryways along E. 23<sup>rd</sup> Street/K-10 Highway should be required. Both public and private property owners are responsible for achieving and maintaining this aesthetically pleasing landscaping.

### 3.25 Transportation Facilities and Corridors

1. The widening of E. 31<sup>st</sup> Street (N 1300 Road) should be designed in a manner as to minimally disturb existing dwellings.
2. A frontage road should be considered along the widened E. 31<sup>st</sup> Street (N 1300 Road) to allow existing dwellings to maintain individual access drives.
3. Sufficient area, outside of the required street rights-of-way, should be required to provide screening along major thoroughfares corridors. This area shall be restricted in use to provide for: utility, berming, and landscaping needs.

4. Subsequent long-range transportation plans, once adopted, shall supersede any recommendations, actions, or policies referenced in *Transportation 2030*.

### *3.26 General*

1. Encourage maximum efficiency, low wattage, downward directional exterior lighting. The point source shall be screened from view off-site.
2. Fencing installations along street rights-of-way and between uses shall incorporate continuous landscaping at the base and edges of the fence to integrate the fence with the site and landscaping.
3. High quality, aesthetically pleasing building materials should be used.
4. Pedestrian friendly connectivity between land uses and properties shall be incorporated.
5. Development of an implementation/capital improvement program to extend water and wastewater infrastructure to serve the area is recommended.
6. Mature trees and stands of mature trees should be preserved and protected.

### **3.3 Implementation**

1. Amend *Horizon 2020* Chapter 14, Specific Plans, to include the *Southeast Area Plan* by reference. Completed February 12, 2008
2. Amend *Horizon 2020* Chapter 6, Commercial Land Use, to update the identified Neighborhood Commercial Center on the southeast corner of O'Connell Road and E. 23<sup>rd</sup> Street/K-10 Highway to be identified as a Community Commercial Center. Completed May 21, 2008
3. Amend *Horizon 2020* Chapter 6, Commercial Land Use, to identify a Neighborhood Commercial Center on the southeast corner of Franklin Road extended and E. 28th Street extended. Completed May 21, 2008
4. Amend *Horizon 2020* Chapter 6, Commercial Land Use, to remove the Neighborhood Commercial Center on the northwest corner of Franklin Road extended and N. 1300 Road (E. 31<sup>st</sup> Street). Completed May 21, 2008
5. Amend *Horizon 2020* Chapter 3, General Plan Overview, Map 3-1 Lawrence Urban Growth Area Service Areas & Future Land Use, to reflect the adopted future land use.

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

PC Staff Report  
8/24/11

**ITEM NO. 7 COMPREHENSIVE PLAN AMENDMENT TO CHP14; SOUTHEAST AREA PLAN (MJL)**

**CPA-10-8-10:** Consider Comprehensive Plan Amendment to Chapter 14 – Southeast Area Plan, to reference and reflect the accepted Preliminary Alignment Study for 31<sup>st</sup> Street and to update the plan to reflect changes since adoption. Authorize the chair of the Planning Commission to sign Planning Commission Resolution PCR-8-3-11 regarding the amendment to *Horizon 2020 – Chapter 14-Southeast Area Plan (CPA-10-8-10)* updating the Southeast Area Plan, if appropriate.

**STAFF RECOMMENDATION:** Staff recommends approval of the following:

1. Amendments to Chapter 14 – Specific Plans; *Southeast Area Plan* to update the reference to the adopted *Preliminary Alignment Study for Preliminary Alignment Study for 31<sup>st</sup> Street (North 1300 Road) East of 1600 Road to County Road 1057* and the Future Land Use Map to reflect the 31<sup>st</sup> Street alignment identified in this study and to generally update the plan.
2. Authorize the chair of the Planning Commission to sign Planning Commission Resolution PCR-8-3-11 regarding the amendment to *Horizon 2020 – Chapter 14-Southeast Area Plan (CPA-10-8-10)* updating the Southeast Area Plan, if appropriate.

**SUMMARY**

The *Southeast Area Plan (SEAP)* was approved in January 2008 and amended twice later that year. This amendment was initiated by the County Commission on September 29, 2010 in order to reflect the adopted *Preliminary Alignment Study for 31<sup>st</sup> Street (North 1300 Road) east of 1600 Road to County Road 1057*. This study replaces the *31<sup>st</sup> Street Corridor Study* completed in 2003. The SEAP references the *31<sup>st</sup> Street Corridor Study* and is to be amended to reference the Preliminary Alignment Study.

Once staff began looking at this plan to update based on the 31<sup>st</sup> Street alignment, staff discovered that many areas of the plan were out of date. For example references to T2025, when the Wakarusa Waste Water Reclamation Facility is to be on line, existing zoning, location of utilities, and all maps. This plan was not due for an update, based on *Horizon 2020*, until 2018 but staff thought it was appropriate to take this opportunity to update the plan at this time. All changes are identified in the plan in red with additions underlined and ~~deletions~~ struck through.

Though notice to property owners for the Planning Commission public hearing for a Comprehensive Plan Amendment (CPA) is not required, notice was sent to all property owners within the *Southeast Area Plan* planning area to notify them about the public hearing.

## COMPREHENSIVE PLAN AMENDMENT REVIEW

**A. Does the proposed amendment result from changed circumstances or unforeseen conditions not understood or addressed at the time the plan was adopted?**

This amendment is a change in information regarding the planning area of the SEAP. This study is new and offers more specific information than the previous study. Since the SEAP references the previous study, the plan should be updated to reflect the current information as the new study and identified alignment is a substantial change from the previous study.

Other changes are updates to the information to reflect changes that have occurred within the planning area since adoption.

**B. Does the proposed amendment advance a clear public purpose and is it consistent with the long-range goals and policies of the plan?**

The new study demonstrates an advance in clear public purpose by outlining a specific alignment for 31<sup>st</sup> Street through the planning area. This more specific alignment allows for more accurate planning for the area and gives property owners a clearer picture of how the City and County expects the planning area to develop in the future. The Preliminary Alignment Study references and follows recommendations outlined in the SEAP.

The general update is a clear advancement in public purpose by keeping the long-range plans up-to-date with the best information that property owners and potential property owners can use.

**C. Is the proposed amendment a result of a clear change in public policy?**

This amendment reflects an adopted study that was created through a public process involving a steering committee from the community. This study shows a specific alignment and construction costs anticipated for the 31<sup>st</sup> Street improvements where the previous study was less specific. This change to the SEAP supports the adopted study.

The general update does not change the plan policies however updates the plan to show existing conditions 2011. The plan maps have also been updated to reflect the updated FEMA Floodplain adopted in August 2010, changes in land use and the new street alignment.

## PROFESSIONAL STAFF RECOMMENDATION

Staff recommends approval of the following:

1. Amendments to Chapter 14 – Specific Plans; *Southeast Area Plan* to update the reference to the adopted *Preliminary Alignment Study for Preliminary Alignment Study for 31<sup>st</sup> Street (North 1300 Road) East of 1600 Road to County Road 1057* and the Future Land Use Map to reflect the 31<sup>st</sup> Street alignment identified in this study and to generally update the plan.
2. Authorize the chair of the Planning Commission to sign Planning Commission Resolution PCR-8-3-11 regarding the amendment to *Horizon 2020 – Chapter 14-Southeast Area Plan (CPA-10-8-10)* updating the Southeast Area Plan, if appropriate.



# Southeast Area Plan

Approved by Lawrence-Douglas County Planning Commission 11/28/07  
Approved by the Lawrence City Commission 1/8/08  
Approved by the Douglas County Board of Commissioners 1/28/08

Revised 7/21/08; 12/1/08

Updated DATE



# Table of Contents

	Page
Section 1 Introduction	
Background & Purpose .....	1-1
Description of Planning Area .....	1-2
Policy Framework .....	1-5
Section 2 Existing Conditions	
Land Uses .....	2-1
Zoning Patterns .....	2-4
Infrastructure .....	2-7
Environmental Conditions .....	2-13
Public Services/Facilities .....	2-15
Section 3 Recommendations	
Land Use .....	3-1
Policies .....	3-6
Implementation .....	3-7

## List of Tables

Table 2-1 Existing Land Use Summary .....	2-2
<del>Table 2-2 County Zoning Classifications.....</del>	<del>2-4</del>
<del>Table 2-23 City Zoning Classifications .....</del>	<del>2-45</del>
<del>Table 2-3 County Zoning Classifications.....</del>	<del>2-5</del>

## List of Maps

Map 1-1 Planning Area Boundary in Relation to Lawrence .....	1-3
Map 1-2 Planning Area Boundary and Parcels .....	1-4
Map 2-1 Existing Land Use .....	2-3
Map 2-2 Existing Zoning.....	2-6
Map 2-3 Existing Water and Sanitary Sewer <del>Lines</del> <u>Facilities</u> .....	2-8
Map 2-4 Existing Stormwater Facilities .....	2-9
Map 2-5 Existing Street Classifications.....	2-11
Map 2-6 Existing and Future Bicycle Facilities.....	2-12
<del>Map 2-7 Existing Floodplain.....</del>	<del>2-14</del>
<del>Map 2-78 Existing Environmental Features .....</del>	<del>2-14</del> <u>15</u>
Map 3-1 Future Land Use .....	3-2

## Section 1 - Introduction

---

### 1.1 Background & Purpose

The development of a *Southeast Area Plan* began in 1997. The primary issues at that time were: timing of development (land uses), connectivity of the major street network, the location and timing of the eastern leg of the South Lawrence Trafficway/K-10 Highway (SLT/K-10 Highway), and the timing of city sanitary sewer and water lines to the planning area. Meetings were held with the area property owners to gather their input. Planning staff created a draft land use map for the planning area on August 13, 1997, it was presented to the Planning Commission, and a plan and a summary of the process followed. The Planning Commission forwarded the *Southeast Area Plan* to the County Commission for direction on the access points shown in the plan to the SLT/K-10 Highway. The County Commission deferred the discussion because of issues due to an ongoing study of the eastern alignment of the SLT/K-10 Highway. After this deferral, the plan was not approved or adopted by any of the three Commissions.



*Area Plan* drafted in 1997.

New information regarding traffic routes and specific corridor planning along with the closing of the Farmland Industries Plant and the update of the city's wastewater master plan has created renewed interest in developing a plan for the Southeast Area. Development concerns for the area were essentially the same as they were in 1997: sanitary sewer, major roads, appropriate land uses, and the SLT/K-10 Highway alignment. While there has been some additional development in the area, the physical conditions of the planning area were substantially unchanged from the conditions that existed in the *Southeast*

The planning process continued in 2004 with various drafts of future land use maps and text. Two future land use maps were given as options but a consensus could not be reached by the Commissions. Since then, various things have changed. The ECO<sup>2</sup> Commission has completed the first phase of their plan, development has occurred within the planning area, and the Wakarusa Water Reclamation Facility is tentatively set to be operational ~~in 2011~~ 2017-2022, south of the planning area and south of the Wakarusa River, which will provide additional sanitary sewer capacity to this area. The ECO<sup>2</sup> plan is a long-term plan for the identification, evaluation, and selection of land for the advancement of industrial/business park and open space preservation.

The recommendations contained within this plan are intended to guide the area's growth patterns as the development of the Southeast Area occurs. A plan's purpose is to provide a closer look at the specifically described area while being consistent with the overall adopted comprehensive plan for the community. The plan should fit like a puzzle piece into the larger context of the surrounding street, utility, and land use network of the entire community. Logical connections between the planning area and adjacent neighborhoods are a key factor in the development of the plan.

## 1.2 Description of Planning Area

The *Southeast Area Plan* encompasses all of Section 9, the west half of Section 10, and portions of Sections 15 and 16 in Wakarusa Township. The planning area boundaries are: E 1750 Road (Noria Road) to the east, the Wakarusa River floodplain as depicted on the 2001 FEMA maps to the south, O'Connell Road to the west, and E. 23<sup>rd</sup> Street/K-10 Highway to the north. The majority of the planning area is located within the urban growth area service area 1<sup>1</sup>. The properties south of N 1300 Road (E. 31<sup>st</sup> Street) are located in Service Area 4. Roughly two thirds of the planning area lie outside of the city limits of Lawrence but within the urban growth area as identified in *Horizon 2020*.



Diverse uses surround the planning area. The Prairie Park Neighborhood is located directly to the west of the planning area and has been developed within the last ten years, predominately with single-family residences. Land uses north of the planning area are comprised of large industrial properties including the vacant Farmland fertilizer plant and East Hills Business Park, all north of E. 23<sup>rd</sup> Street/K-10 Highway. South and east of the planning area is the Wakarusa River, the Wakarusa Floodplain, and agricultural uses. While the areas described are outside of the planning area boundaries, they have significant influence on the land use development patterns within the Southeast Area. Key influences are the vacant Farmland Industries property, the expansion of East Hills Business Park, and the communities' need to have sufficient wastewater capacity for future industrial uses in these areas.

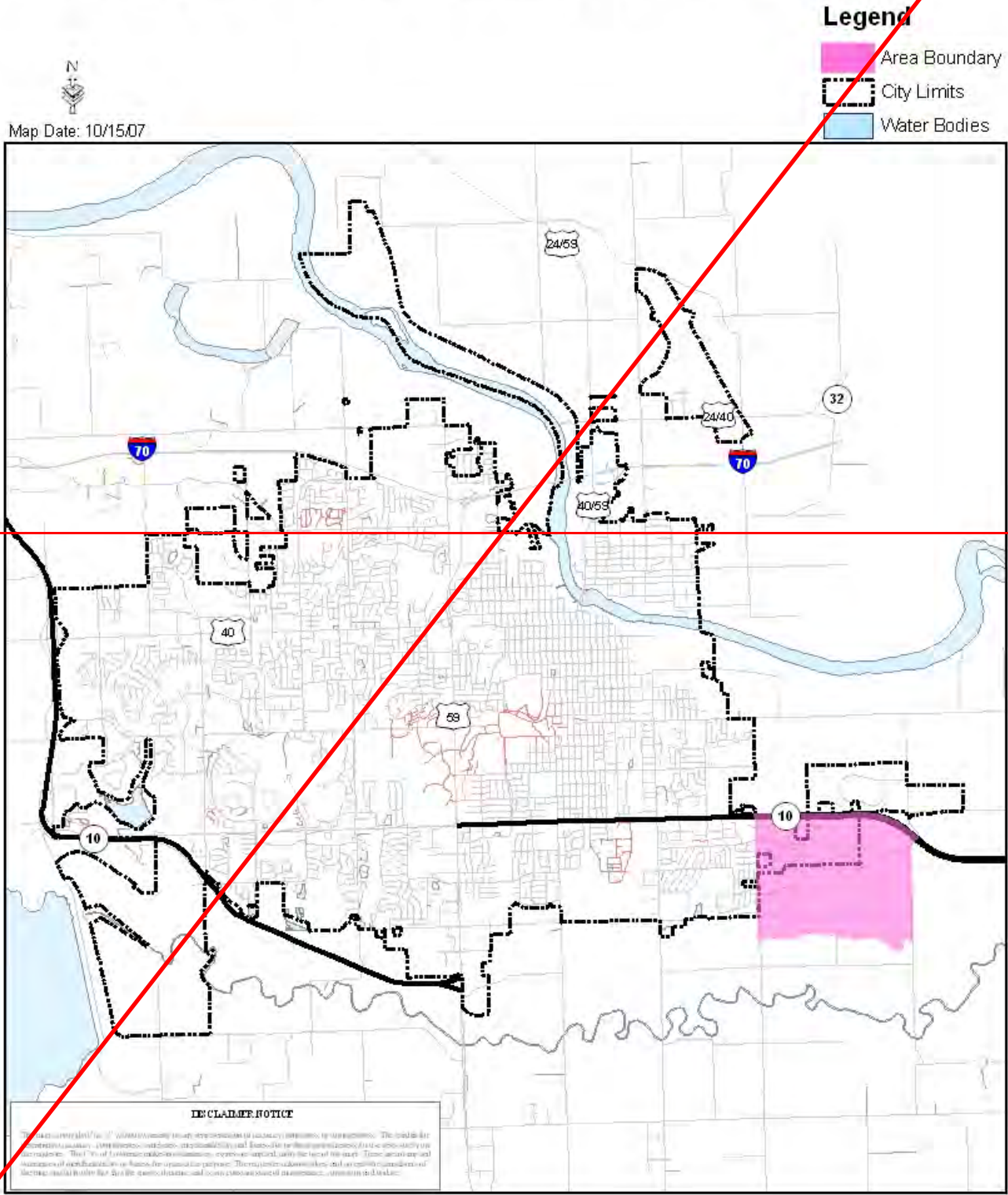
The planning area contains approximately 1,300 acres with a wide range of ownership parcel sizes. Two parcels are larger than 100 acres, ten-nine parcels are between 30 and 100 acres, and fifteen-fourteen parcels are between 10 and 29 acres. The remaining parcels, approximately 315 321, are less than 10 acres in size. Because of the ownership patterns, a coordinated effort on behalf of the property owners is necessary to develop benefit districts to construct the major portions of the required infrastructure. The planning area boundaries and parcel composition are illustrated in Map 1-1 and Map 1-2.

---

<sup>1</sup> Service Area 1 "This area includes lands which are proximate to the existing city limits and can be readily served by community facilities and services."

# Southeast Area Plan

## Map 1-1 Planning Area Boundary in Relation to Lawrence

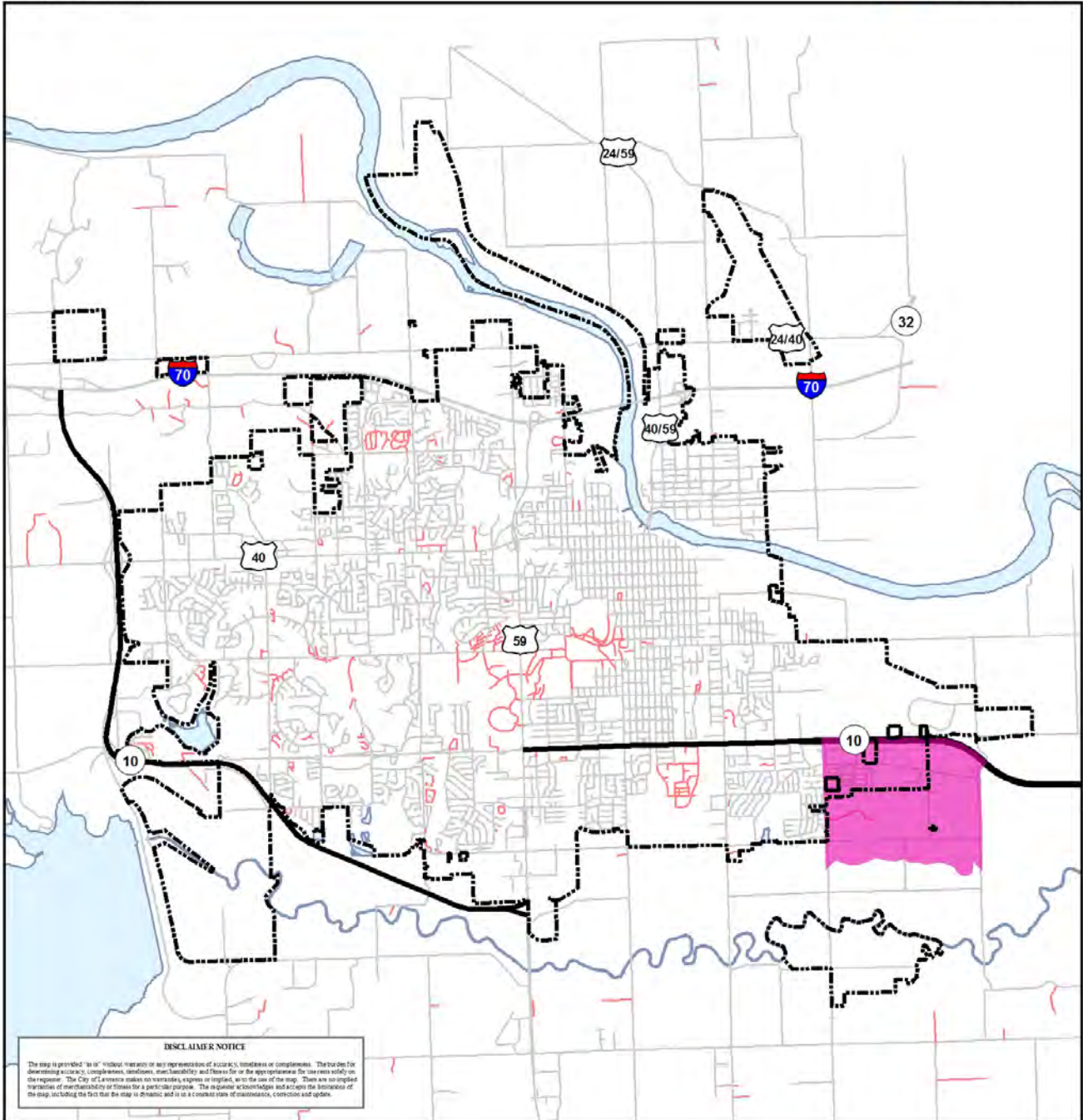


# Southeast Area Plan

## Map 1-1 Planning Area Boundary in Relation to Lawrence

N  
Map Date: 8/10/11

- Legend**
- City Limits
  - Area Boundary
  - Water Bodies



# Southeast Area Plan

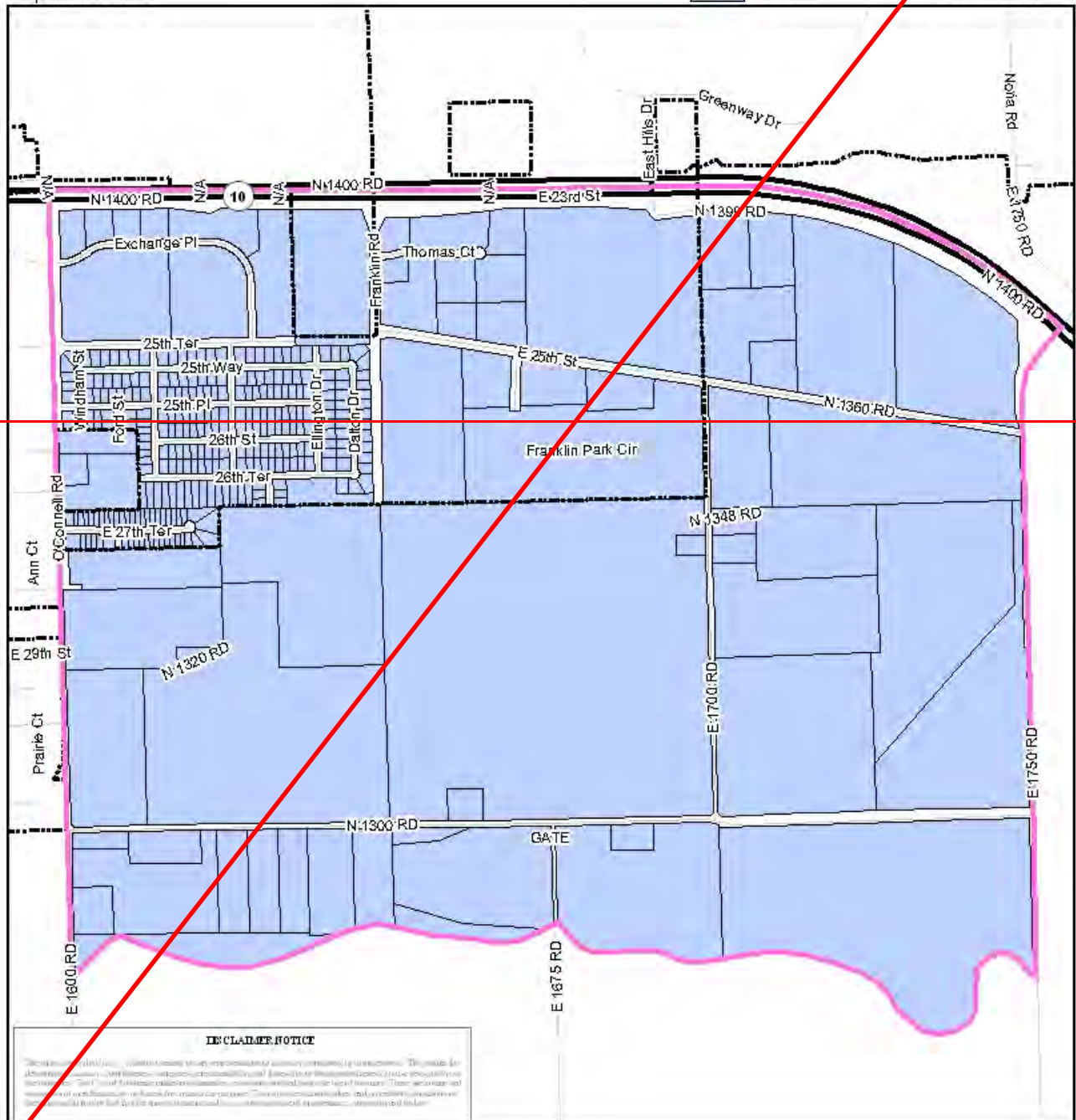
## Map 1-2 Planning Area Boundary and Parcels



Map Date: 10/15/07

### Legend

- Area Boundary
- Private Street
- Public Street
- City Limits
- parcels
- State Hwy



**DISCLAIMER NOTICE**

This map is a representation of the information provided to the City of Franklin. The City of Franklin is not responsible for any errors or omissions on this map. The City of Franklin is not responsible for any damages or losses resulting from the use of this map. The City of Franklin is not responsible for any changes to the information on this map. The City of Franklin is not responsible for any legal actions resulting from the use of this map.

# Southeast Area Plan

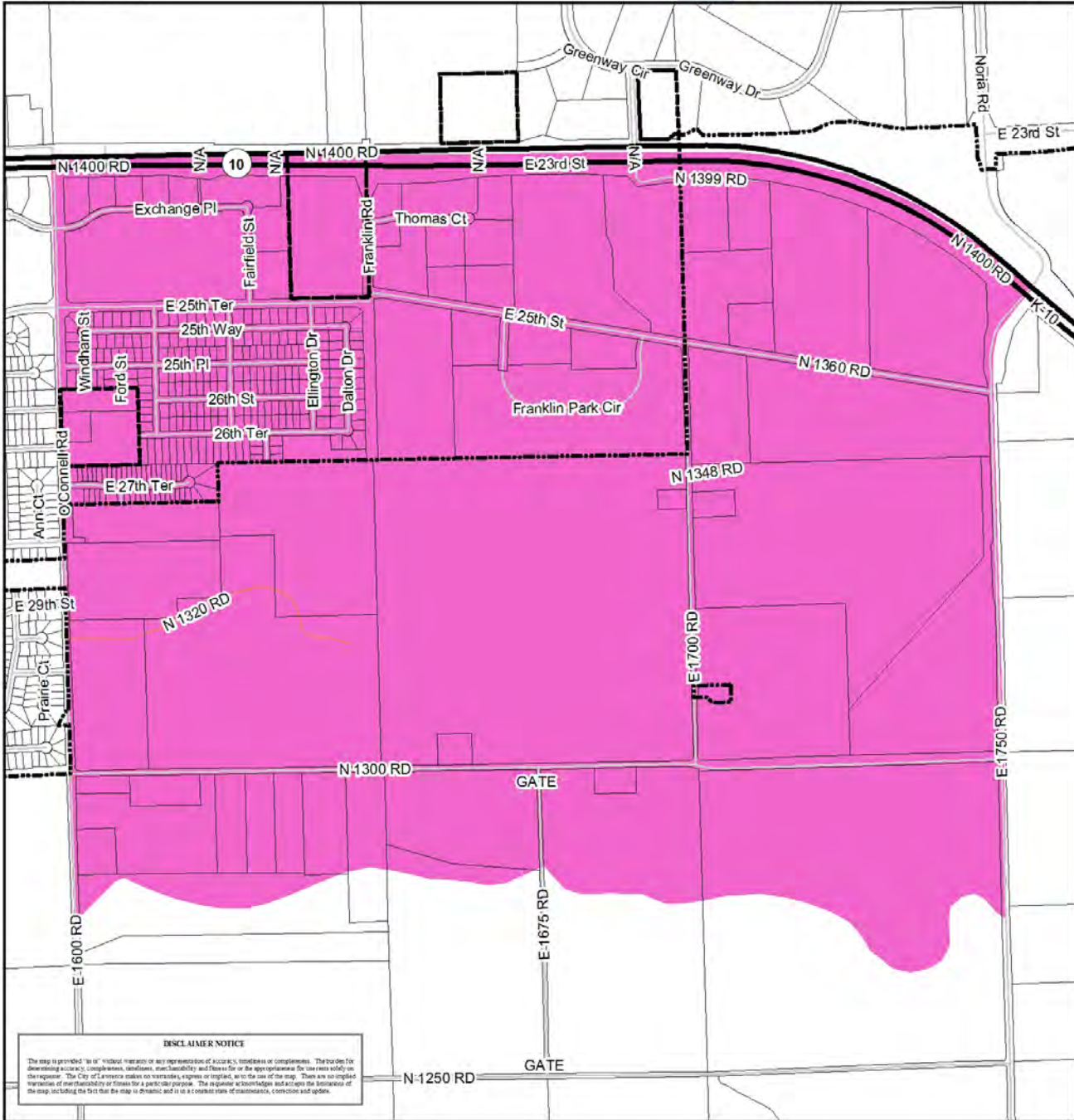
## Map 1-2 Planning Area Boundary and Parcels



Map Date: 8/10/11

### Legend

- City Limits
- Private Street
- Area Boundary
- Public Street
- Water Bodies
- State Hwy





### 1.3 Policy Framework

*Horizon 2020* serves as the overall planning guide and policy document for this plan. In addition to *Horizon 2020*, guiding policy is also obtained in other adopted physical element plans. Together, these plans provide the general “umbrella” policies under which this plan is developed. Listed, these plans are:

- *Horizon 2020*, The Comprehensive Plan for Lawrence and Unincorporated Douglas County. Lawrence-Douglas County Metropolitan Planning Office. 1998 as amended.
- ~~*Transportation 2025*, Lawrence/Douglas County Long Range Transportation Plan. Lawrence/ Douglas County Metropolitan Planning Office and LSA Associates. September 2002.~~ *Transportation 2030*, Lawrence/Douglas county Long Range Transportation Plan. Lawrence-Douglas County Metropolitan Planning Office. April 16, 2009.
- *Lawrence-Douglas County Bicycle Plan*, Lawrence/Douglas County Metropolitan Planning Office. May 2004.
- *Lawrence Parks & Recreation Department A Comprehensive Master Plan*. Leon Younger & PROS. 2000.
- ~~*31<sup>st</sup> Street Corridor Study, Iowa Street to County Route 1057*. TransSystems Corporation. January 28, 2003.~~ *Preliminary Alignment Study for 31<sup>st</sup> Street (North 1300 Road) East of 1600 Road to County Road 1057*. Wilson & Company, Inc. September 29, 2010
- *City of Lawrence, Kansas Water Master Plan*. Black & Veatch. December 2003.
- *City of Lawrence, Kansas Wastewater Master Plan*. Black & Veatch. December 2003.
- *23<sup>rd</sup> Street Corridor Study*, Lawrence-Douglas County Metropolitan Planning Office. September 2002.

## Section 2 - Existing Conditions

---

The inventory and analysis of existing conditions in this plan are intended to serve as a resource and background for the recommendations included at the end of this plan.

### 2.1 Land Uses

There are currently a wide range of land uses within the planning area. The existing land use summary and map are based on the County Appraisers' land use code and updated by planning staff, as the source information for this portion of the plan. Agricultural uses, in the form of row crops, pasturelands, and farms are the prominent land uses. As the area urbanizes, these agricultural uses will dissolve and be reused for more intensive land use types. This category is not carried forward to the future land use map. Remaining open spaces in an urbanized environment are referred to as park or open space.



The second largest land use category is the public/institutional use which is a mix of public and privately owned uses. The publicly owned uses is- are the Douglas County Jail located at the southeast corner of Franklin Road and E. 25<sup>th</sup> Street and the sanitary sewer pump station located on the edge of the future park northeast of the intersection of N 1300 Road (E. 31<sup>st</sup> Street) and E 1700 Road (Kitsmiller Road). The two private institutional uses include the O'Connell Youth Ranch and Teen Challenge facility located at the northeast corner of O'Connell Road and N 1300 Road (E. 31<sup>st</sup> Street). This does not include the identified future park located at the northeast corner of N 1300 Road (E. 31<sup>st</sup> Street) and E 1700 Road (Kitsmiller Road).

Within the planning area, there has been some residential home development. There is an area platted and developed with duplex type uses located along E. 27<sup>th</sup> Terrace. There is also a large portion of the area south of N 1300 Road (E. 31<sup>st</sup> Street) that is developed with large lot, single-family uses.

The remaining land is designated a variety of uses ranging from open space to industrial. A variety of uses are categorized as "vacant" uses. Many of these areas are within the city and are already platted and/or zoned for a specific use. The existing land uses are shown on Map 2-1.
















Table 2-1 Existing Land Use Summary (August 2011)

<b>Land Use</b>	<b>Acres</b>
Agricultural	<del>502.57</del> <u>489.27</u>
Single-Family Residential	<del>126.67</del> <u>105.56</u>
Vacant Single-Family Residential	<del>47.52</del> <u>52.69</u>
Duplex	0.65
Vacant Multiple-Family Residential	<del>43.46</del> <u>32.15</u>
Commercial	<del>20.38</del> <u>8.55</u>
Vacant Commercial	<del>24.01</del> <u>33.65</u>
Warehouse/Distribution	<del>8.40</del> <u>8.47</u>
Industrial	<del>52.77</del> <u>68.08</u>
Vacant Industrial	<del>65.12</del> <u>59.74</u>
Public/Institutional	<del>135.70</del> <u>160.33</u>
Open Space	<del>8.29</del> <u>6.99</u>
Vacant Parks/Rec	<del>38.97</del> <u>38.07</u>
	<del>1,074.49</del>
TOTAL	<u>1064.19</u>

# Southeast Area Plan

## Map 2-1 Existing Land Use

### Legend

 Area Boundary	<b>Current Land Use</b>	 Vacant Multiple Family Residential	 Vacant Industrial
 City Limits	 Agricultural	 Commercial	 Public/Institutional
	 Single Family Residential	 Vacant Commercial	 Open Space
	 Vacant Single-Family Residential	 Warehouse/Distribution	 Vacant Parks/Rec
	 Duplex	 Industrial	

Map Date: 10/15/07



**DISCLAIMER NOTICE**

The information on this map is derived from various sources and is not guaranteed to be accurate. The user assumes all responsibility for the use of this information. The City of Columbus makes no warranty, expressed or implied, about the accuracy of the information. The City of Columbus makes no warranty, expressed or implied, about the accuracy of the information. The City of Columbus makes no warranty, expressed or implied, about the accuracy of the information. The City of Columbus makes no warranty, expressed or implied, about the accuracy of the information.

# Southeast Area Plan

## Map 2-1 Existing Land Use

### Legend

 City Limits	<b>Existing Land Use</b>	 Vacant Multiple-Family Residential	 Vacant Industrial
 Area Boundary	 Agricultural	 Commercial	 Public/Institutional
	 Single-Family Residential	 Vacant Commercial	 Open Space
	 Vacant Single-Family Residential	 Warehouse/Distribution	 Vacant Parks/Rec
	 Duplex	 Industrial	



Map Date: 8/10/11



## 2.2 Zoning Patterns

The planning area encompasses approximately 1,154 acres. The majority, ~~approximately 852 acres,~~ is within the unincorporated portions of Douglas County and is mainly zoned A (Agricultural). Additional county zoning districts within the planning area occur predominately along E. 23<sup>rd</sup> Street/K-10 Highway and include: ~~B-1 (Neighborhood Business District), I-1 (Limited Industrial) District, and I-2 (Light Industrial) District, and I-3 (Heavy Industrial) District.~~ The county zoning districts shown on Map 2-2 are described in Table 2-32.

There are a number of city zoning districts within the planning area. Planned Residential Development (PRD-Prairie View) zoning is located along E. 27<sup>th</sup> Terrace, on the east side of O'Connell Road. This area is developed with low-density residential structures in the form of duplexes and is reflected on the Existing Land Use Map as low-density residential. There is also a platted subdivision east of O'Connell Road, abutting the Prairie View PRD to the north, called Fairfield Farms East Addition No. 1. This subdivision is a mix of single-dwelling and multi-dwelling ~~duplex~~ zoning. ~~Additionally, there is a parcel zoned for high-density residential development at the northwest intersection of E. 25<sup>th</sup> Terrace and Exchange Place.~~

Planned Industrial Development (PID-LRM Industries, PID-Franklin Park and PID-Mt. Blue) zoning is located along E. 23<sup>rd</sup> Street/K-10 Highway, E. 25<sup>th</sup> Street and N 1360 Road. Approximately 58 acres of these planned industrial developments remain undeveloped. Some of the industrial uses developed in the area include a concrete and asphalt plant, the Douglas County Jail, a self-storage business, and a towing company. These uses are representative of the area shown as existing industrial land use within the planning area, the exception being the public institutional use of the jail.



the exception being the public institutional use of the jail. The city zoning districts shown on Map 2-2 are described in Table 2-3.

Table 2-2 County Zoning Classifications

<u>County Zoning</u>	<u>District Name</u>	<u>Comprehensive Plan Designation</u>
<u>A</u>	<u>Agricultural</u>	<u>Agriculture</u>
<u>B-1</u>	<u>Neighborhood Business District</u>	<u>Neighborhood Commercial</u>
<u>I-1</u>	<u>Limited Industrial District</u>	<u>Office Research</u>
<u>I-2</u>	<u>Light Industrial District</u>	<u>Warehouse and Distribution</u>
<u>I-3</u>	<u>Heavy Industrial District</u>	<u>Industrial</u>
<u>I-4</u>	<u>Heavy Industrial District</u>	<u>Industrial</u>
<u>VC</u>	<u>Valley Channel District</u>	<u>N/A</u>

Table 2-2-3 City Zoning Classifications

<u>City Zoning</u>	<u>District Name</u>	<u>Comprehensive Plan Designation</u>
RS7	Single-Dwelling Residential (7,000 sq. feet per dwelling unit)	Low-Density Residential

RM12D	Multi-Dwelling Residential Duplex (12 dwelling units per acre)	Medium-Density Residential
<del>RM24</del>	<del>Multi-Dwelling Residential (24 dwelling units per acre)</del>	<del>High-Density Residential</del>
PRD	Planned Residential District	N/A
CO	Office Commercial	Office or Office/Research
<del>CC200</del>	<del>Community Commercial District (200,000 gross square feet of commercial)</del>	<del>Community Commercial Center</del>
PID	Planned Industrial District	N/A
<del>IL</del>	<del>Limited Industrial District</del>	<del>Warehouse and Distribution or Industrial</del>
IG	General Industrial	Warehouse and Distribution or Industrial
GPI	General Public and Institutional	N/A
<del>UR</del>	<del>Urban Reserve</del>	<del>N/A</del>

Table 2-3 County Zoning Classifications

<b>County Zoning</b>	<b>District Name</b>	<b>Comprehensive Plan Designation</b>
A	Agricultural	Agriculture
B-1	Neighborhood Business District	Neighborhood Commercial
I-1	Limited Industrial District	Office Research
I-2	Light Industrial District	Warehouse and Distribution
I-3	Heavy Industrial District	Industrial
I-4	Heavy Industrial District	Industrial
VC	Valley Channel District	N/A

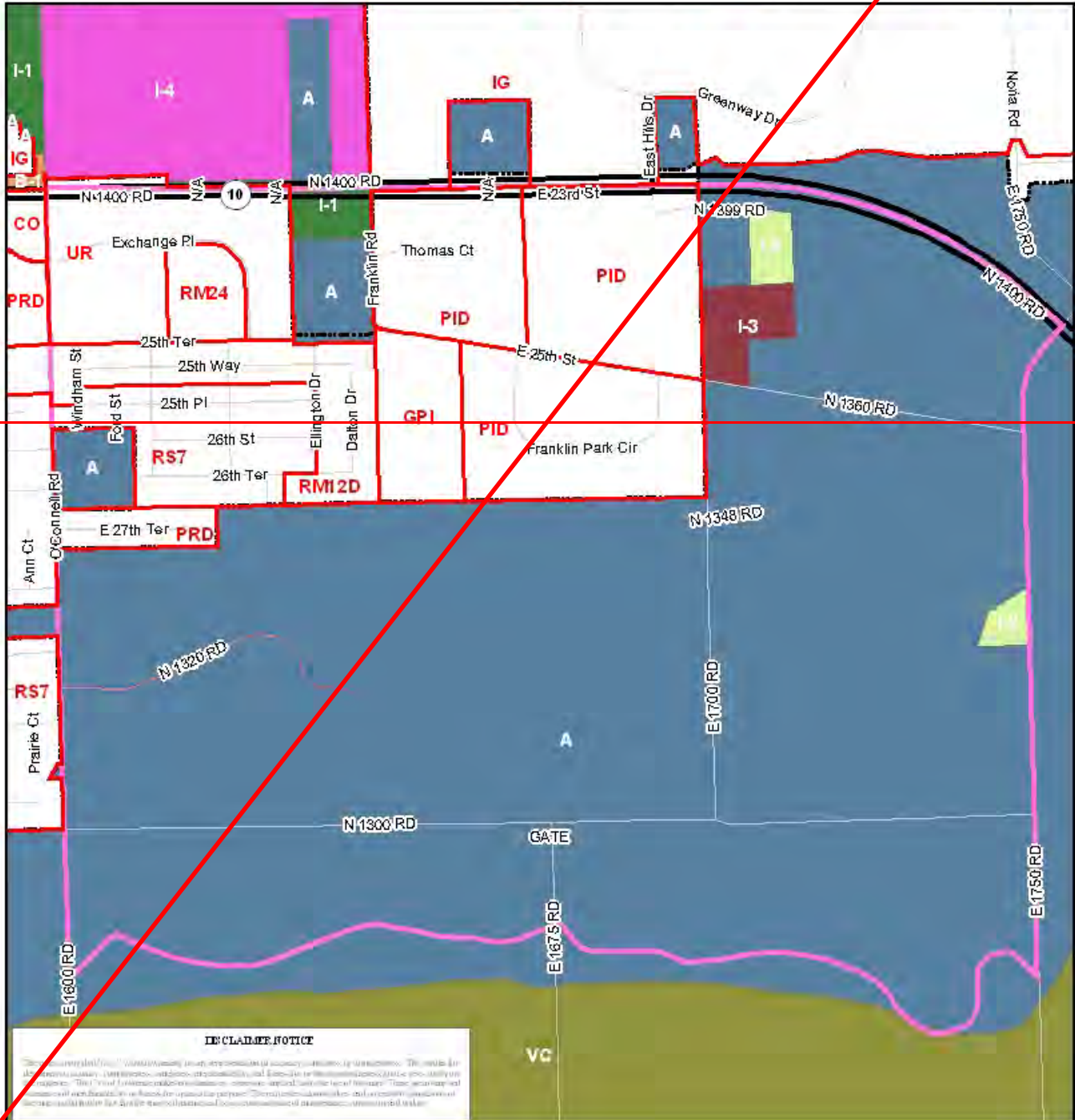
# Southeast Area Plan

## Map 2-2 Existing Zoning

Map Date: 8/21/07

### Legend

	Area Boundary	<b>County Zoning</b>		B-2		I-3	
	City Limits		A		I-1		I-4
	City Zoning		B-1		I-2		VC



#### DISCLAIMER NOTICE

This map is intended to provide a general overview of the existing zoning in the Southeast Area. It is not intended to be used as a legal document. The City of Franklin is not responsible for any errors or omissions on this map. The City of Franklin is not responsible for any changes to the zoning code that occur after the date of this map. The City of Franklin is not responsible for any changes to the zoning code that occur after the date of this map.



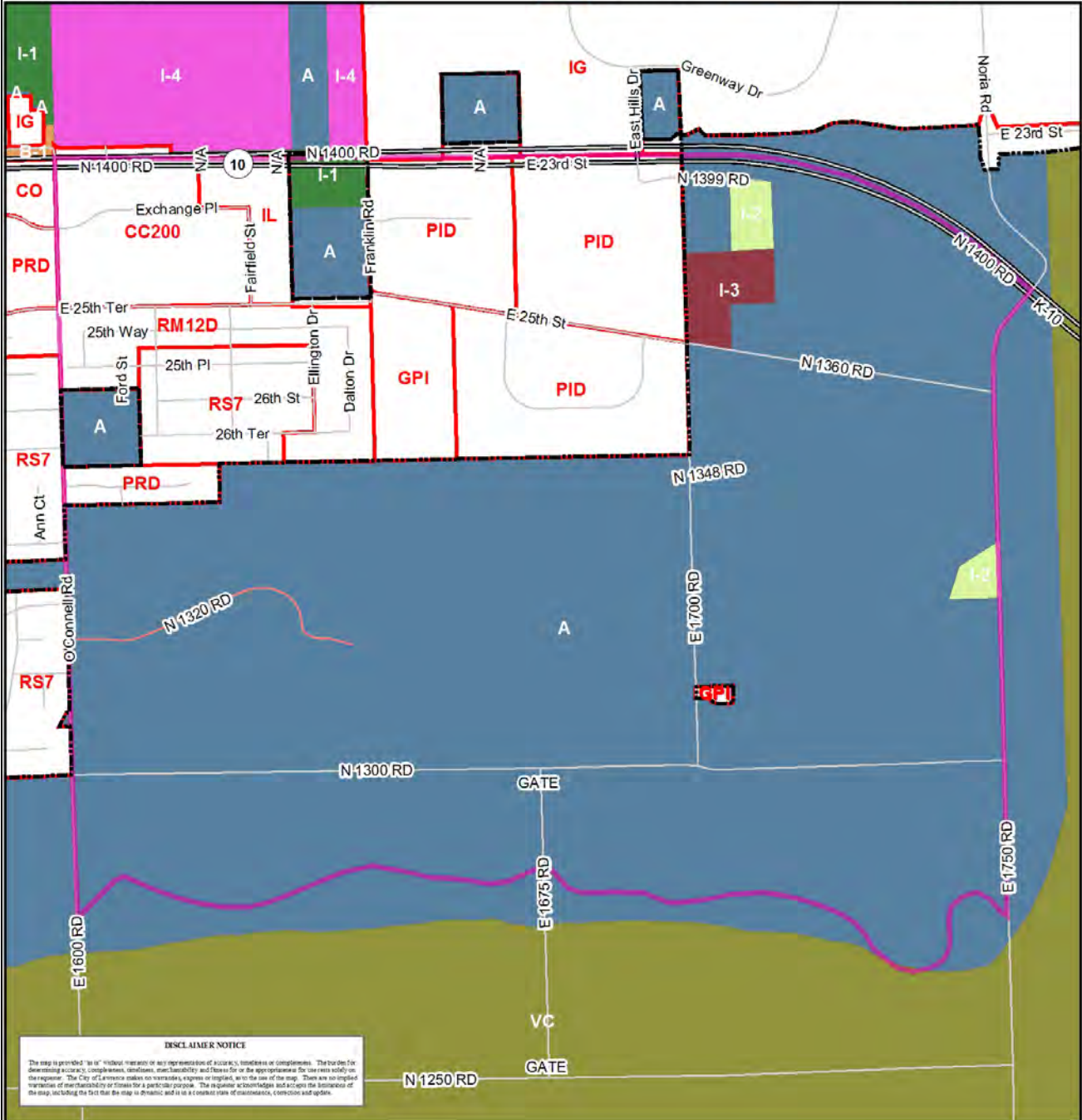
# Southeast Area Plan

## Map 2-2 Existing Zoning

Map Date: 8/10/11

### Legend

	City Limits	<b>County Zoning</b>		I-1		I-4	
	Area Boundary		A		I-2		VC
	City Zoning		B-1		I-3		



**DISCLAIMER NOTICE**  
 The map is provided "as is" without warranty of any representation of accuracy, timeliness or completeness. The user assumes all responsibility for determining accuracy, completeness, timeliness, usability and fitness for or the appropriateness for use rests solely on the user. The City of Lawrence makes no warranties, express or implied, with the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The City of Lawrence does not accept the liability of the map, including the fact that the map is dynamic and is in a constant state of maintenance, correction and updates.

## 2.3 Infrastructure

### 2.31 Water and Wastewater Infrastructure

A summary of the existing water and wastewater utilities are shown on Map 2-3. Municipal water and wastewater is provided to those properties that are within the current city limits. ~~Lawrence's sanitary sewer and water lines have not been extended beyond the city limits.~~ Properties that are within the planning area, but outside the city limits, are served by non-municipal water and septic systems.

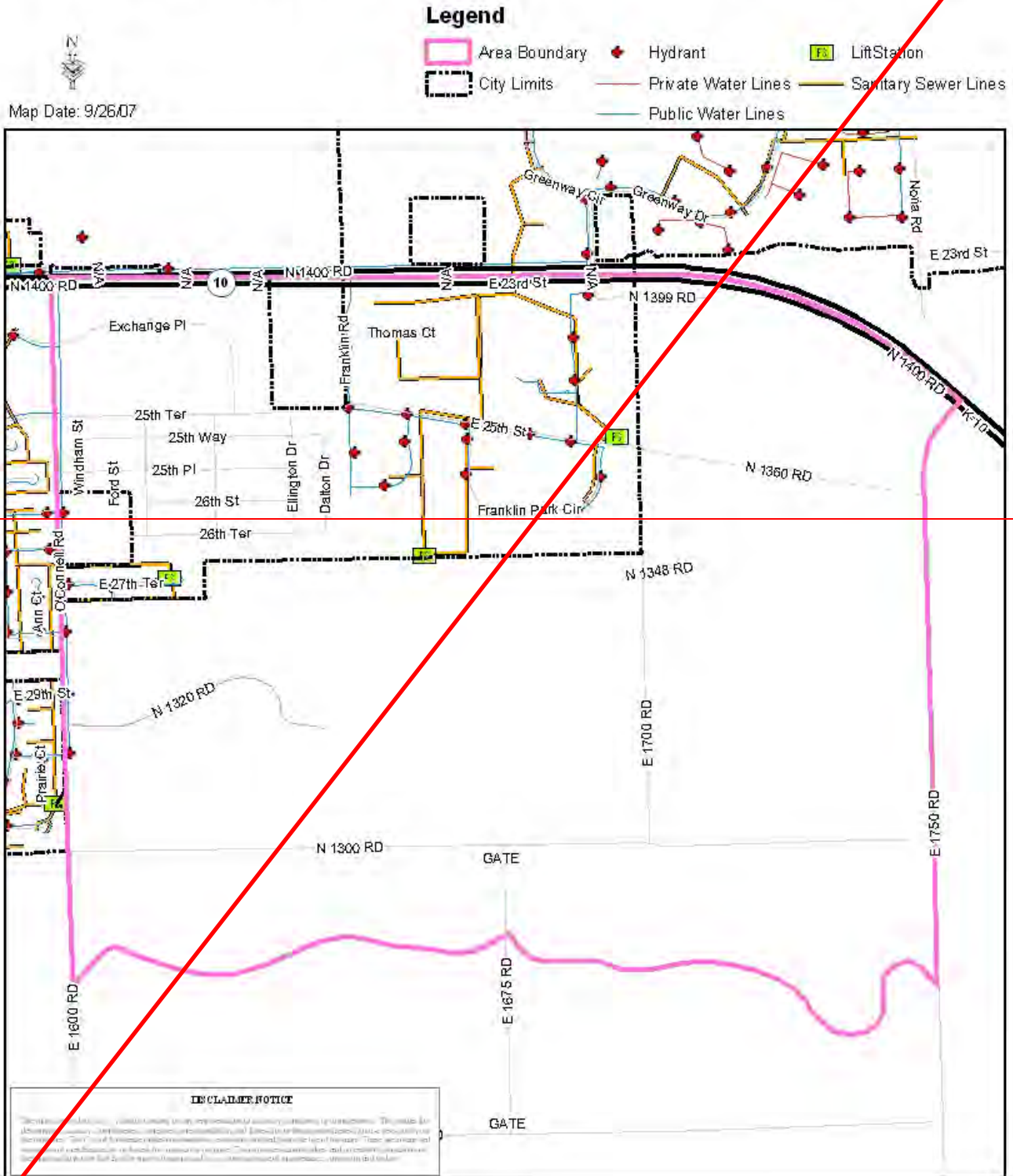
~~The county is currently engineering a sanitary sewer pump station, force main, and interceptor line within the planning area. In 2008 a pump station was completed within the planning area located on the city's future park property on the northeast corner of E 1700 Road (Kitsmiller Road) and N 1300 Road (E. 31<sup>st</sup> Street) and this project is tentatively set to be completed in the summer of 2008.~~ The lines from the pump station extend service into the area northwest of the pump station location. Sanitary sewer service to areas generally north and east of the pump station location will require additional interceptor lines to be constructed. This pump station allows for city sanitary sewer service for future development within the planning area.

### 2.32 Stormwater Infrastructure

A summary of the existing stormwater utilities, channels, and natural streams are shown on Map 2-4. There is a small amount of stormwater collected by an enclosed stormwater pipe system within the planning area. The majority of the stormwater is handled by open channels and streams. The stormwater drains to the southeast, out of the planning area by way of the tributaries, to the Wakarusa River.

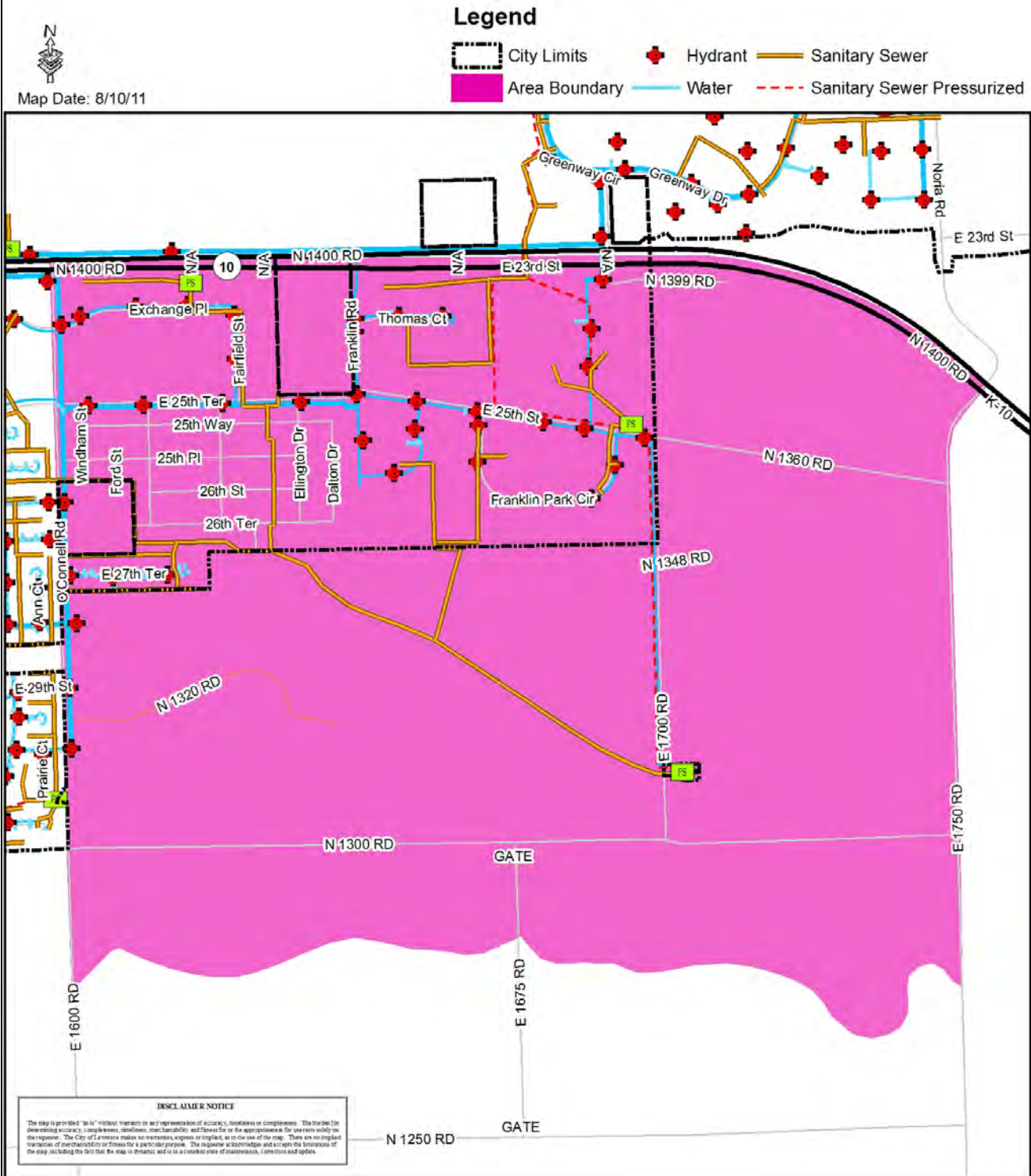
# Southeast Area Plan

## Map 2-3 Existing Water and Sanitary Sewer Lines



# Southeast Area Plan

## Map 2-3 Existing Water and Sanitary Sewer Facilities








# Southeast Area Plan

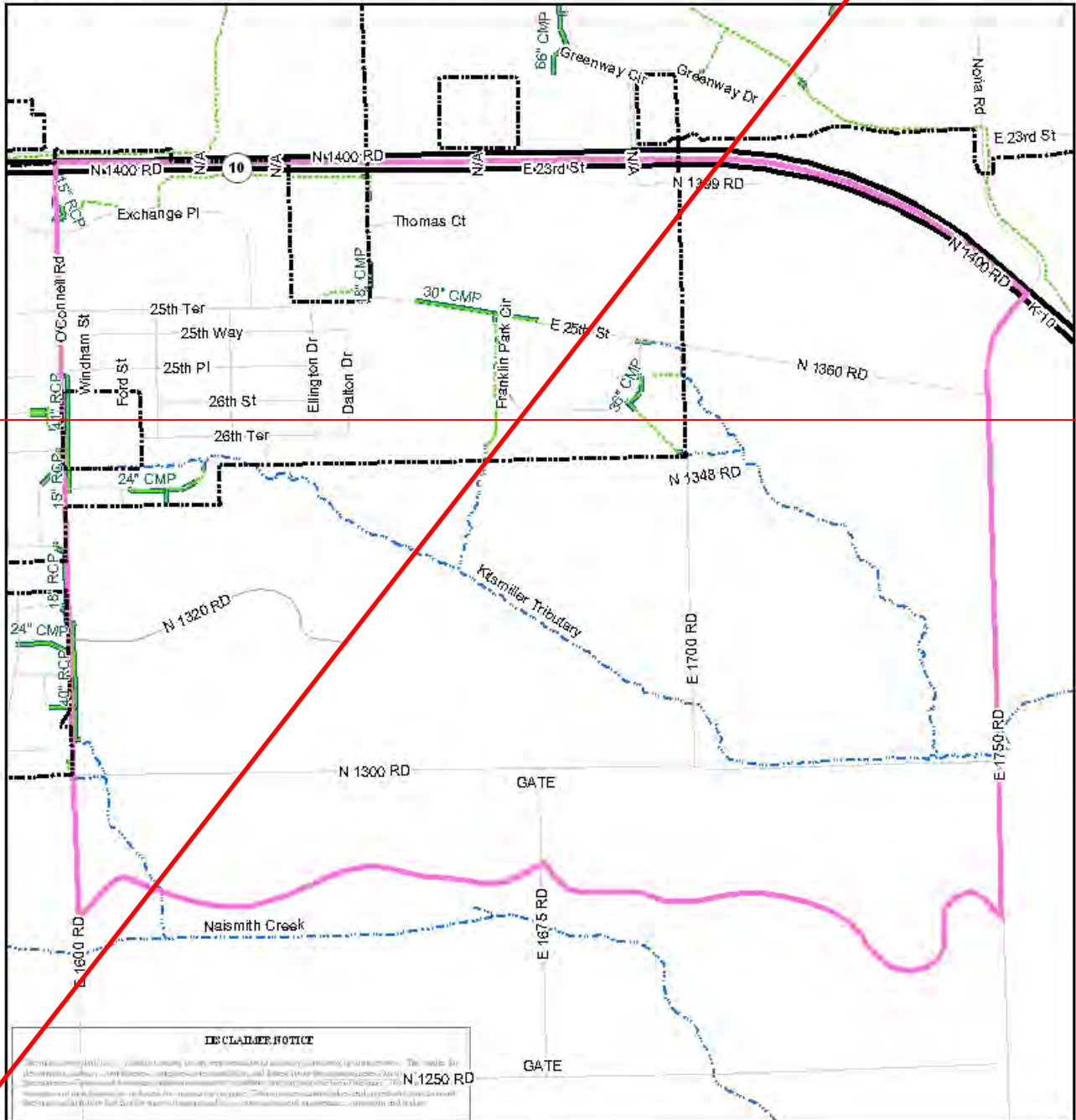
## Map 2-4 Existing Stormwater Facilities



Map Date: 9/24/07

### Legend

-  City Limits
-  Area Boundary
-  Storm Water Line
-  Storm Water Channel
-  Stream



#### DISCLAIMER NOTICE

This map is a representation of the information provided to the City of... The City of... is not responsible for any errors or omissions on this map. The City of... is not responsible for any damages or losses resulting from the use of this map. The City of... is not responsible for any changes to the information on this map.

# Southeast Area Plan

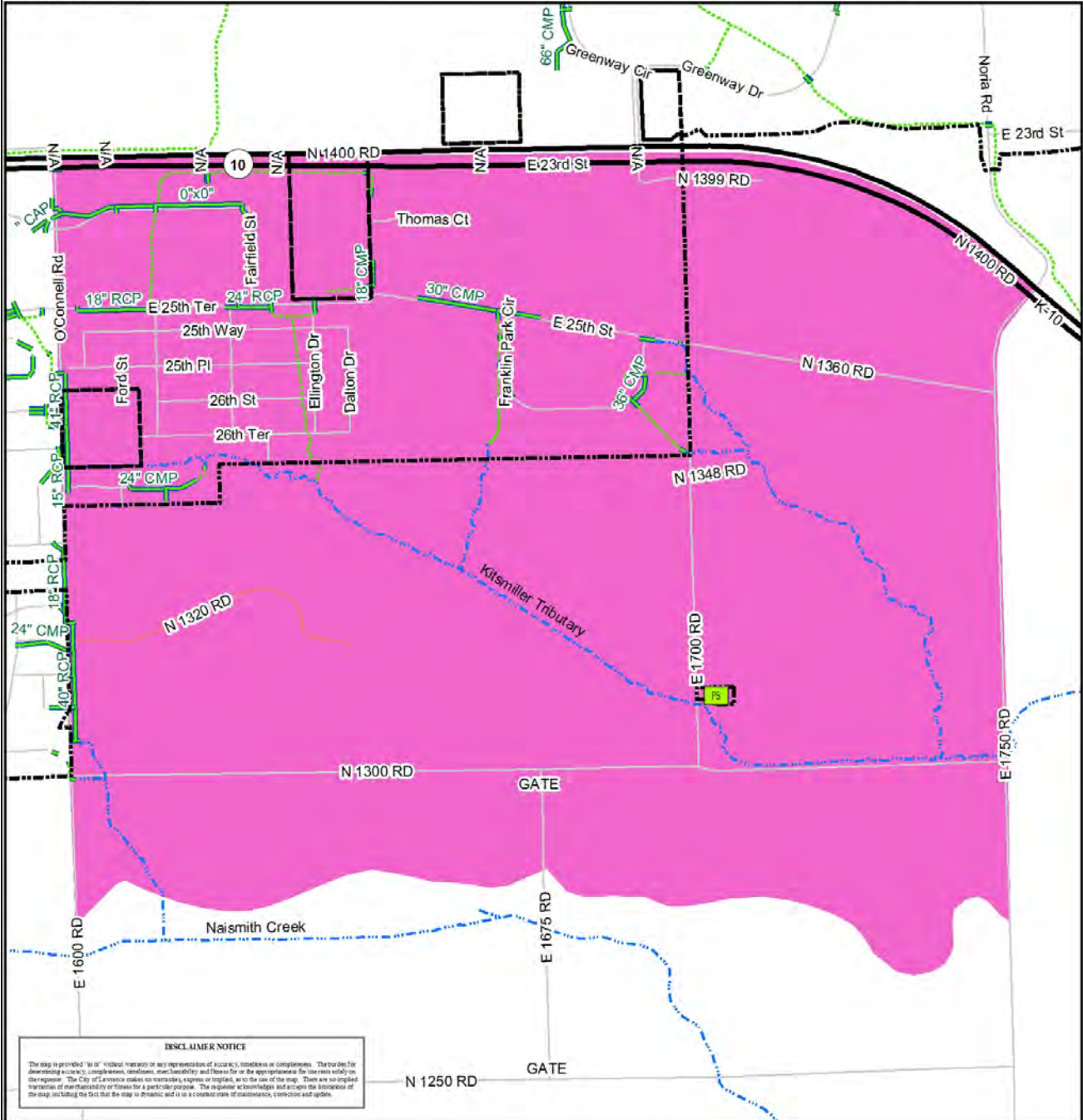
## Map 2-4 Existing Stormwater Facilities



Map Date: 8/10/11

### Legend

- City Limits
- Area Boundary
- Stormwater Pipe
- Stormwater Channel
- Stream



## 2.33 Transportation

### 2.331 Streets

*Transportation 2025-2030* (~~T2025~~T2030) is the comprehensive, long-range transportation plan for the metropolitan area. ~~T2025-T2030~~ designates streets according to their functional classification or their primary purpose. These functional classifications are shown on Map 2-5. The classification system can be described as a hierarchy from the lowest order, (local streets) that serve to provide direct access to adjacent property, to (collector streets) that carry traffic from local streets, to major thoroughfares (arterial streets) that carry traffic across the entire city. Freeways and expressways are the highest order of streets and are designed with limited access to provide the highest degree of mobility to serve large traffic volumes with long trip lengths.

~~T2025-T2030~~ identifies gateways into the city and truck routes. E. 23<sup>rd</sup> Street/K-10 Highway is classified as a major gateway into Lawrence and a truck route into and out of Lawrence.

### 2.332 Transit

Lawrence has a public transportation system (The T) which operates throughout the city. This system allows people to travel to other areas of the city without relying on a personal automobile. The city transit system has one route that travels through the planning area. Route 5 (~~23<sup>rd</sup>/Clinton-Crosstown-Wakarusa/South Iowa/K-10~~ 31<sup>st</sup> & Iowa to East Hills Business Park) travels along E. 23<sup>rd</sup> Street/K-10 Highway to the East Hills Business Park, northeast of the planning area. There are currently no bus shelters within the planning area.

### 2.333 Bicycle Facilities

Lawrence and Douglas County have a joint bicycle plan for the community, the *Lawrence-Douglas County Bicycle Plan*. This plan identifies existing and future bicycle routes, lanes, and ~~recreational- shared use~~ paths. A bicycle route is a network of streets to enable direct, convenient and safe access for bicyclists. A bicycle lane is a separate space designated with striping, signage or pavement markings for exclusive use by bicycles within a street. A ~~recreational- shared use~~ path (~~rec. path~~) is a separate path adjacent to and independent of the street and is intended solely for non-motorized travel.

Currently, there ~~is only one~~ are two existing bicycle ~~facility facilities~~ within the planning area. O'Connell Road is identified as having an existing bike lane and E. 25<sup>th</sup> Terrace is identified as a bike route. ~~Bike lanes are identified to be located on: E. 25<sup>th</sup> Street and N 1360 Road from Franklin Road to E 1750 Road (Noria Road), E. 28<sup>th</sup> Street extended from O'Connell Road to E 1700 Road extended, and E 1700 Road from N 1300 Road (E. 31<sup>st</sup> Street) to E. 25<sup>th</sup> Street and N 1360 Road. An identified future bike route is E. 25<sup>th</sup> Terrace from O'Connell Road to Franklin Road extended. Identified future rec. paths to be constructed are: Franklin Road from E. 23<sup>rd</sup> Street/K-10 Highway to N 1300 Road (E. 31<sup>st</sup> Street), and N 1300 Road (E. 31<sup>st</sup> Street) from O'Connell Road to E. 23<sup>rd</sup> Street/K-10 Highway along the proposed SLT/K-10 Highway alignment.~~ These facilities are shown on Map 2-6.

# Southeast Area Plan

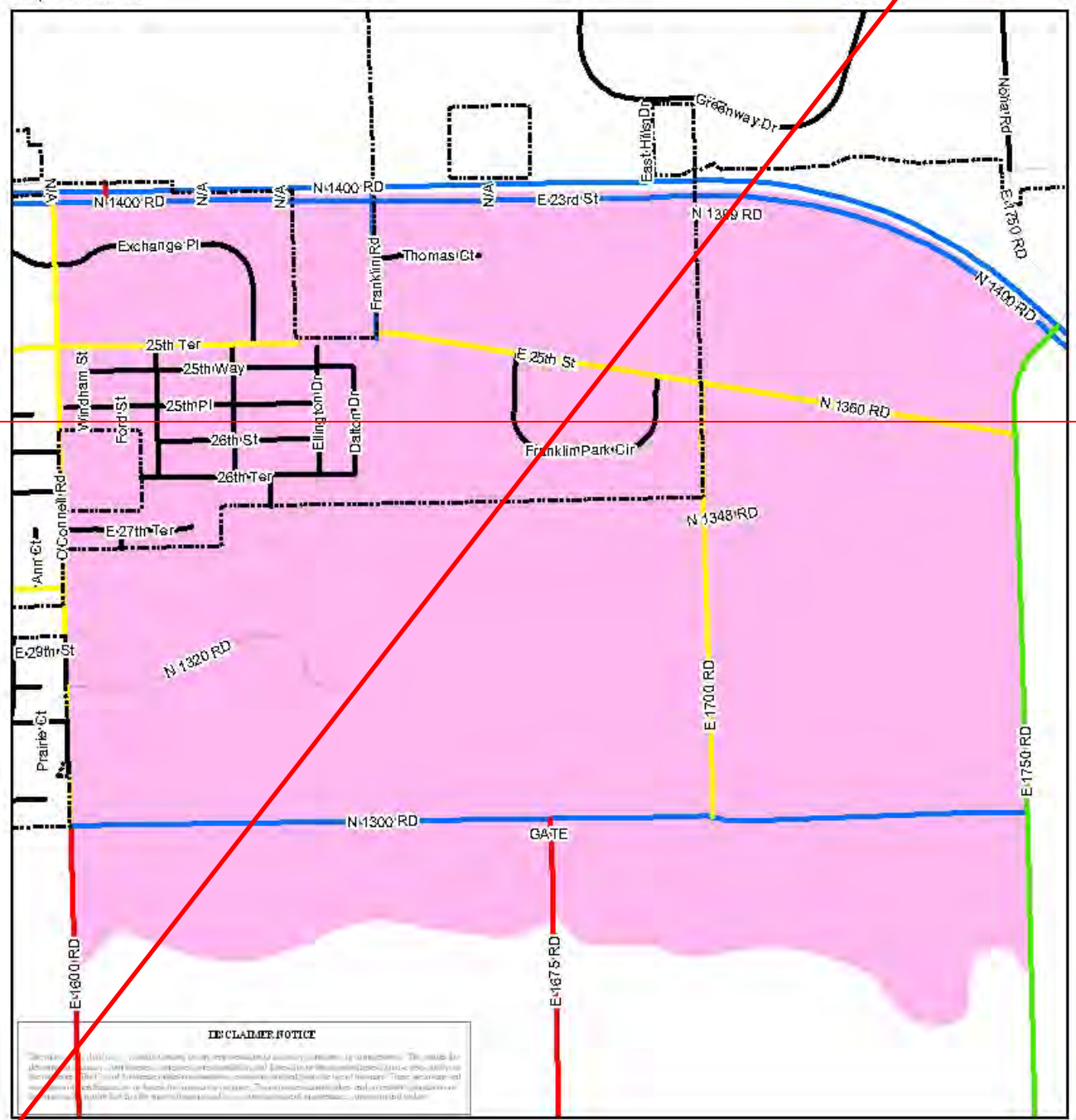
## Map 2-5 Existing Street Classifications



Map Date: 8/21/07

### Legend

- Area Boundary
- principal arterial
- street
- City Limits
- minor arterial
- rural
- collector



**DISCLAIMER NOTICE**

This map is a planning tool and does not constitute a contract. It is subject to change without notice. The user of this map is advised to verify the accuracy of the information shown on this map before relying on it for any purpose. The user of this map is also advised to consult with the appropriate authorities for more information.




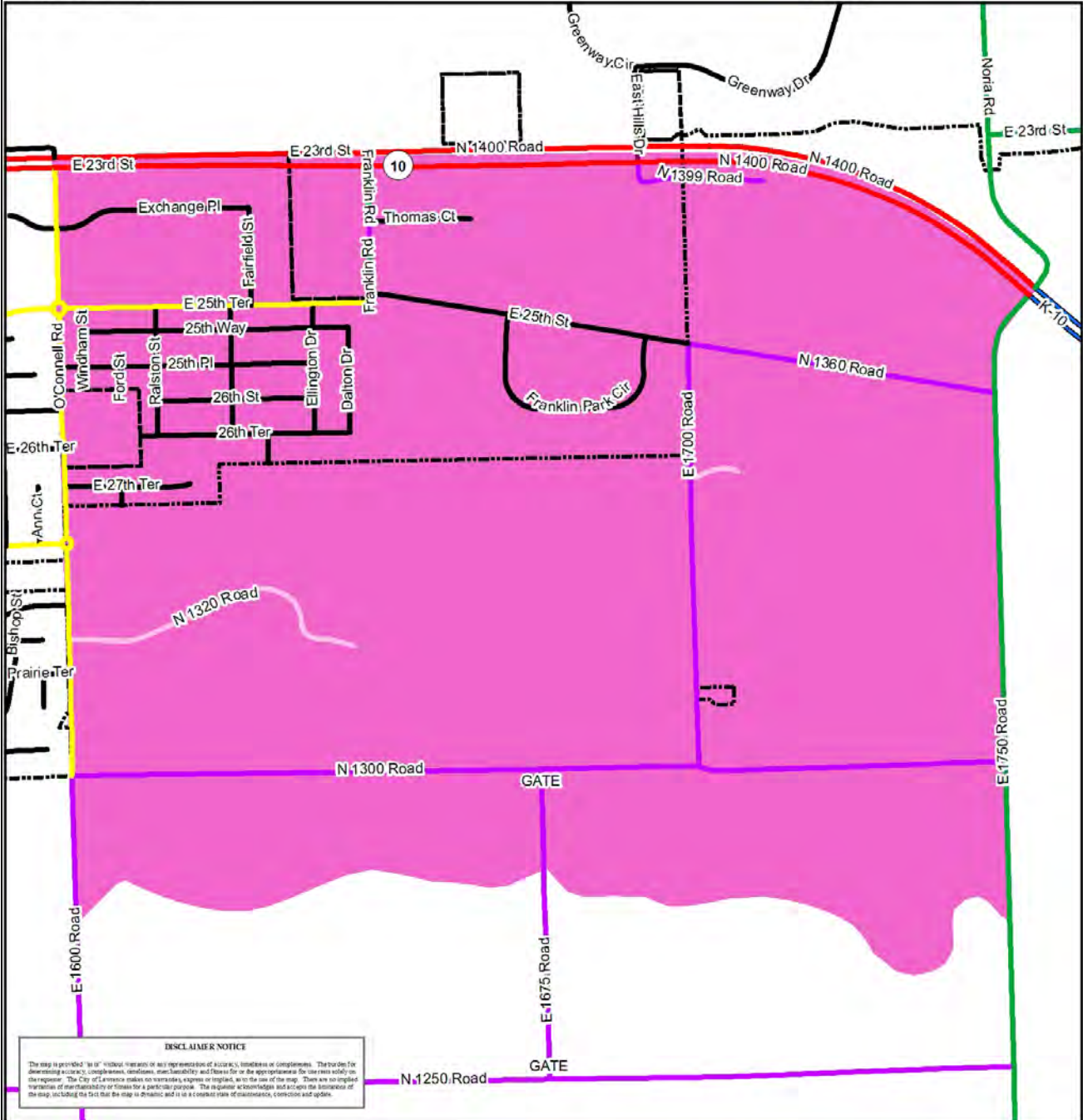
# Southeast Area Plan

## Map 2-5 Existing Street Classification

### Legend

- |   |               |   |                    |   |         |
|---|---------------|---|--------------------|---|---------|
|  | City Limits   |  | freeway            |  | private |
|  | Area Boundary |  | principal arterial |  | street  |
|   |               |  | minor arterial     |  | rural   |
|   |               |  | collector          |   |         |

  
 Map Date: 8/10/11



**DISCLAIMER NOTICE**

The map is provided "as is" without warranty of any representation of accuracy, timeliness or completeness. The reader for determining accuracy, completeness, revisions, uses, liability and fitness for or the appropriateness for use rests solely on the requester. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of responsibility or fitness for a particular purpose. The engineer acknowledges and accepts the responsibility of the map, including the fact that the map is dynamic and is a constant state of maintenance, correction and update.

# Southeast Area Plan

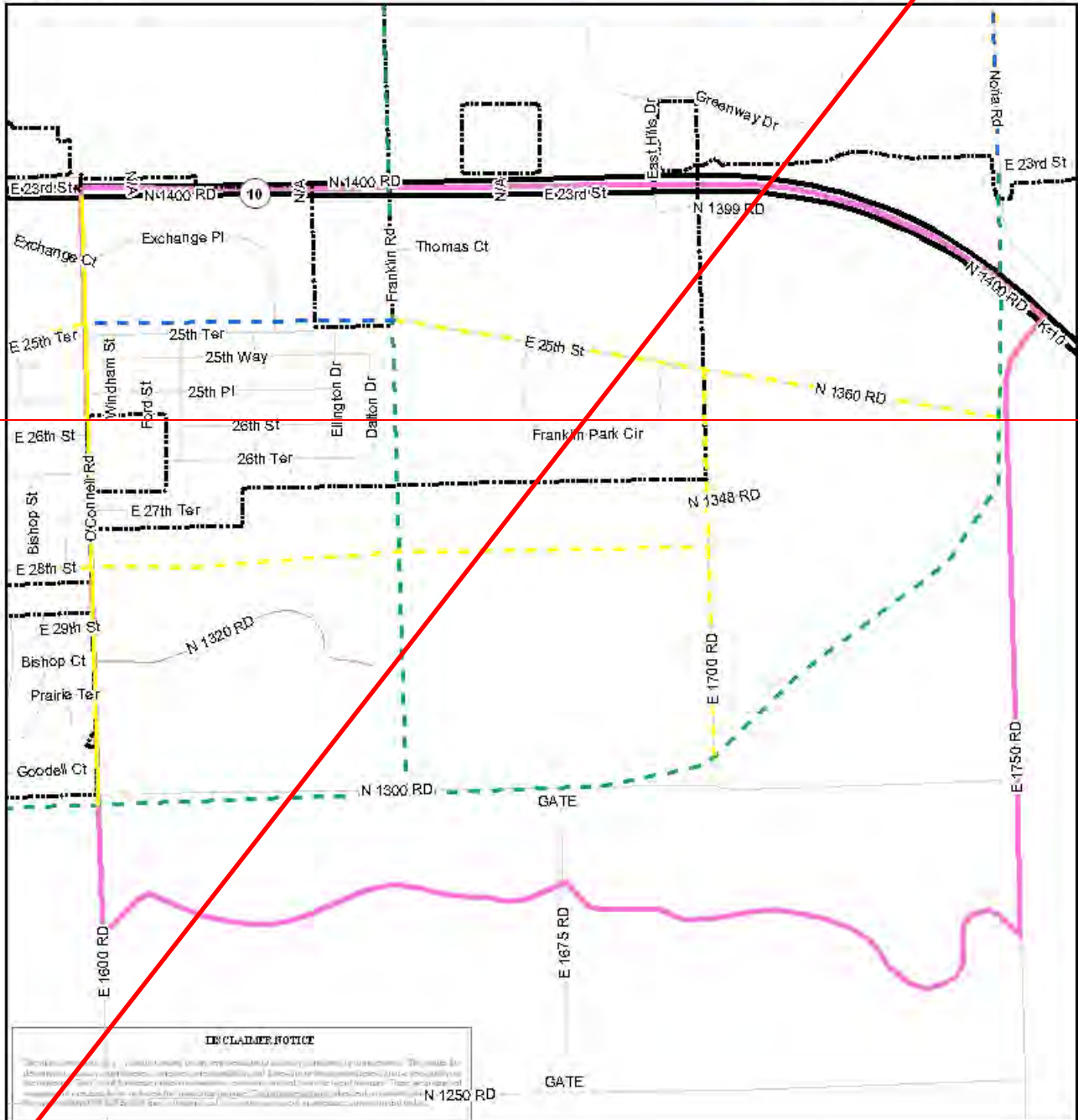
## Map 2-6 Existing and Future Bicycle Facilities



Map Date: 8/27/07

### Legend


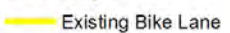
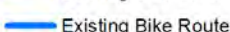
- City Limits
- Area Boundary
- Existing Bike Lane
- Existing Bike Route
- Existing Rec Path
- Future Bike Lane
- Future Bike Route
- Future Rec Path



# Southeast Area Plan

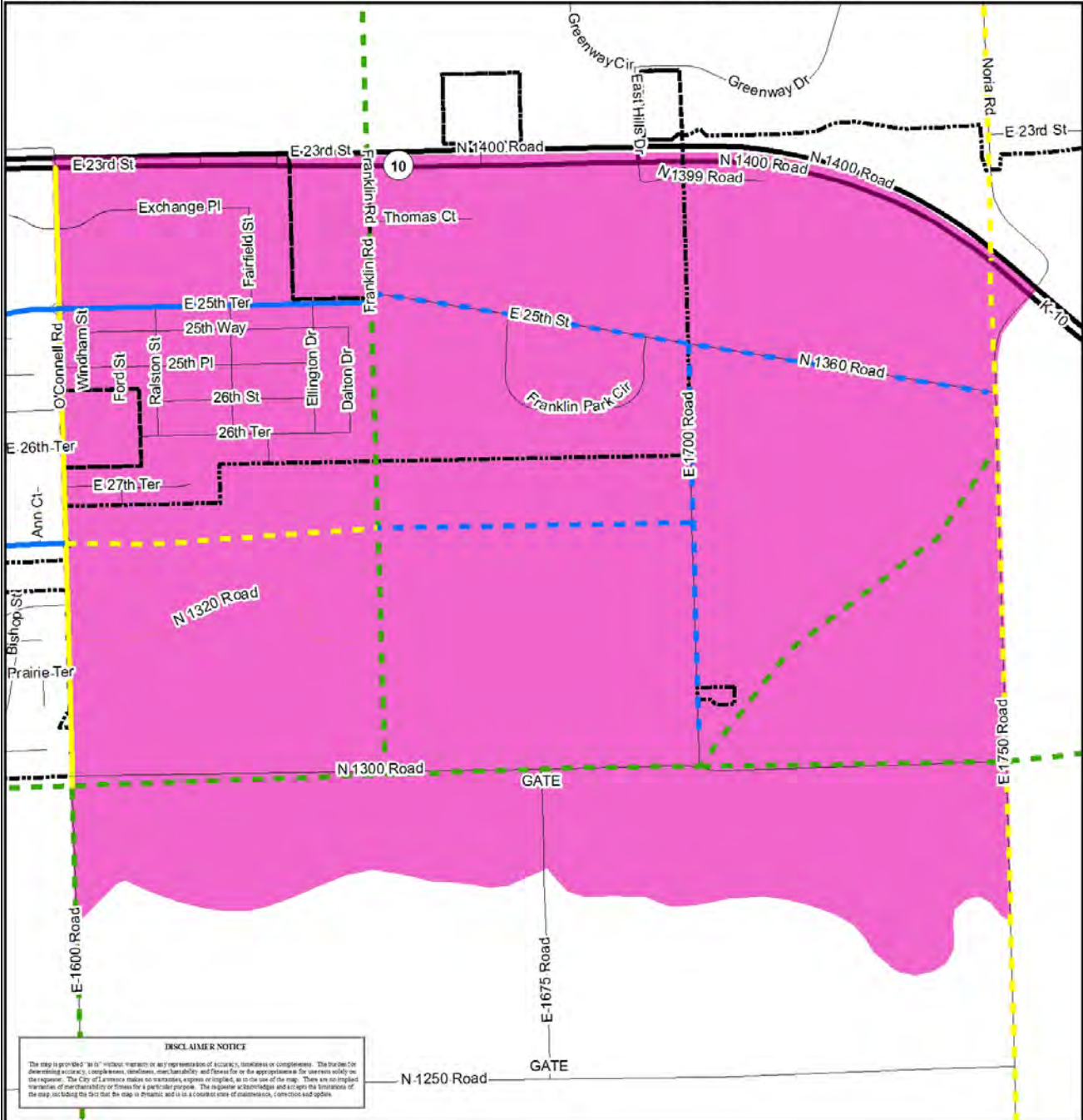
## Map 2-6 Existing and Future Bicycle Facilities

### Legend

- |   |   |  |
|---|---|--|
|  City Limits   | <b>Bikeways</b>   |  Future Bike Lane       |
|  Area Boundary |  Existing Bike Lane       |  Future Bike Route      |
|   |  Existing Bike Route      |  Future Shared Use Path |
|   |  Existing Shared Use Path |  |



Map Date: 8/10/11



## 2.4 Environmental Conditions

The planning area has seven drainage basins that drain to either the Kansas River or the Wakarusa River. The Farmland and the East Hills drainage basins drain to the north to the Kansas River. The O'Connell, Kitsmiller, Franklin, Noria, and the Naismith Creek drainage basins drain to the south to the Wakarusa River by way of two significant drainageways. There is ~~no~~ Federal Emergency Management Agency (FEMA) designated floodplain located within the planning area ~~however the floodplain for the Wakarusa River, as designated by FEMA, is along~~ the southern border of the planning area. The floodplain within the planning area includes 500 year, and 100 year floodplain. The 100 year floodplain means that there is a 1% chance of flooding each year and the 500 year floodplain means that there is a .2% chance of flooding each year. The floodplain is shown in Map 2-7.

The majority of slopes within the planning area are in the 0-3 percent range as identified in the Soil Survey of Douglas County, Kansas. Some areas of 3-7 percent slope can be found in the northeast and southwest corners of the planning area. A lack of steep slopes is considered to be a beneficial factor for urban development. Detailed topographic surveys will be required as individual properties are developed.


The majority of the undeveloped land within the planning area is used for either row crop or pasture land. There is a minimal amount of woodland areas within the planning area. Existing woodland is found mainly in two areas: in the northeast corner of the planning area, and in the southwest corner.

Map ~~2-6~~8 illustrates the existing environmental features of the planning area.



# Southeast Area Plan

## Map 2-7 Existing Floodplain



Map Date: 8/12/11

**Legend**

City Limits

Area Boundary

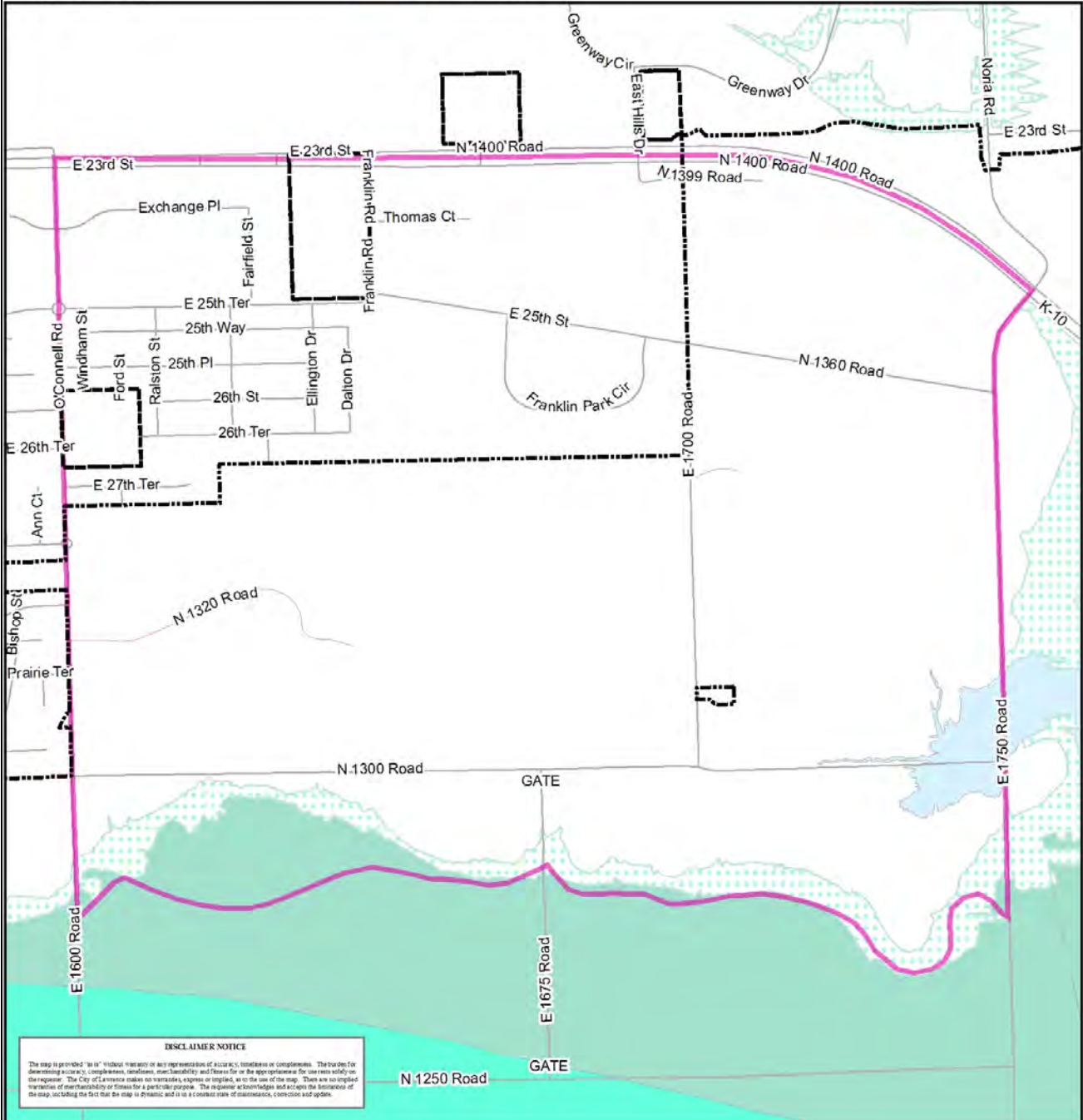
**2010 FEMA Flood Maps**

100 YEAR, ZONE AE

100 YEAR, ZONE AE, FLOODWAY

100 YEAR, ZONE A

500 YEAR, 0.2 PCT ANNUAL CHANCE



# Southeast Area Plan

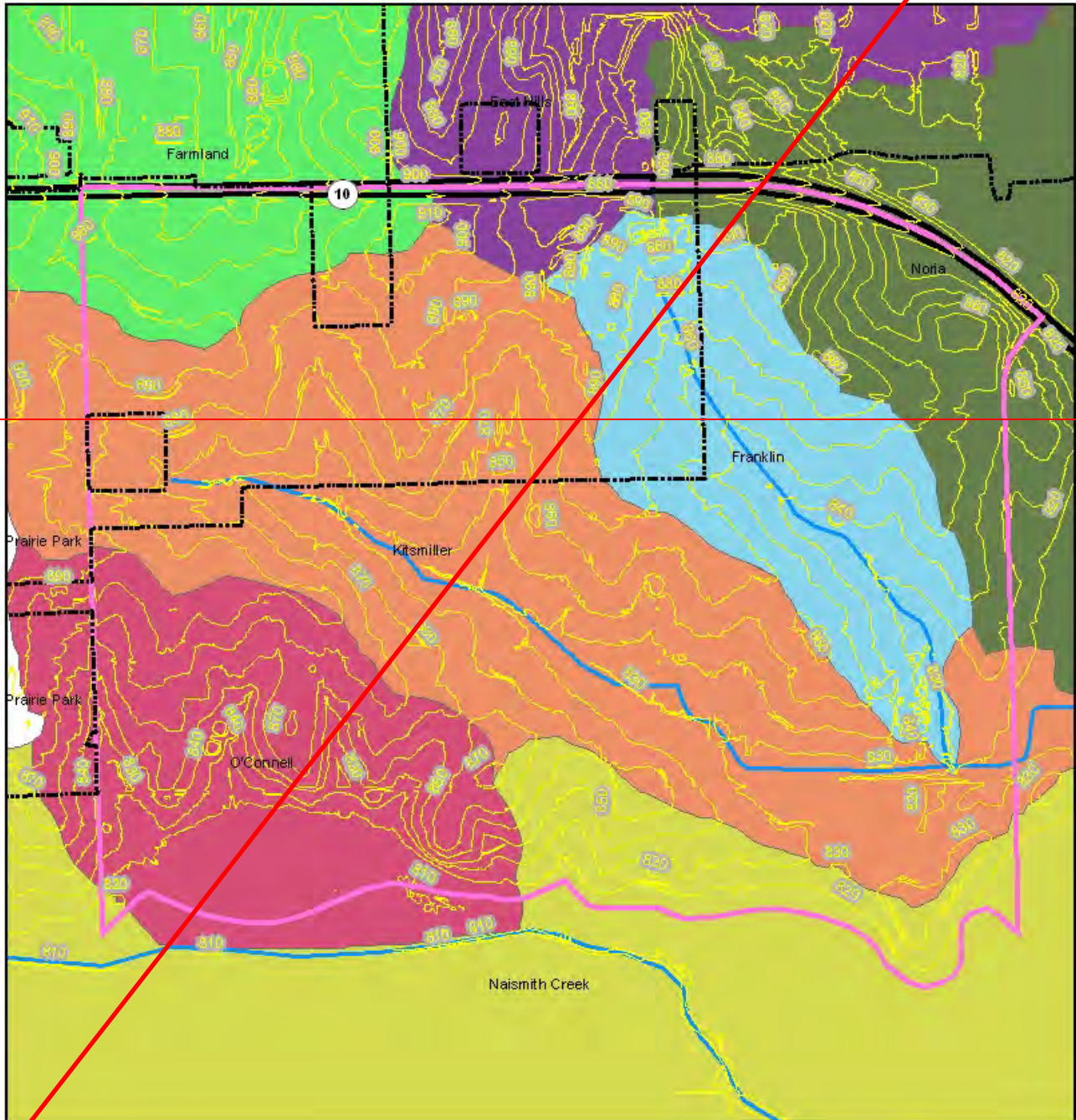
## Map 2-7 Existing Environmental Features



Map Date: 8/27/07

**Legend**

 City Limits	<b>Drainage Basins</b>	 Franklin	 Noria
 Area Boundary		 East Hills	 O'Connell
 Streams	 Farmland	 Kitsmiller	 Naismith Creek
 Contour Lines			



# Southeast Area Plan

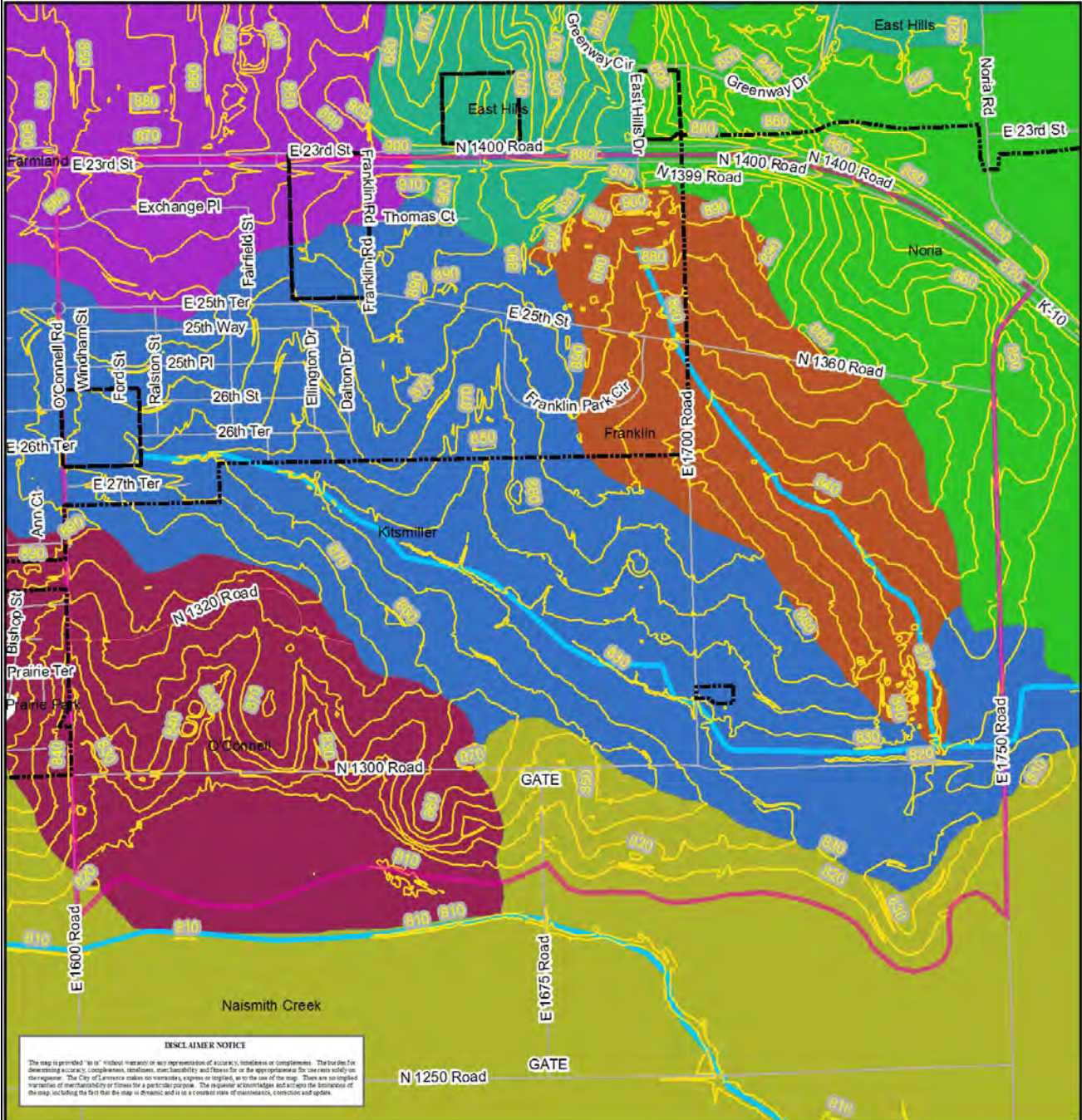
## Map 2-8 Existing Environmental Features



Map Date: 8/12/11

### Legend

- |               |                       |            |                |
|---------------|-----------------------|------------|----------------|
| City Limits   | Streams               | Farmland   | Naismith Creek |
| Area Boundary | <b>Drainage Basin</b> | Franklin   | Noria          |
| Contour Lines | East Hills            | Kitsmiller | O'Connell      |



**DISCLAIMER NOTICE**  
 The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The user assumes all responsibility for determining accuracy, completeness, timeliness, suitability and fitness for or the appropriateness for use rests solely on the user. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The engineer acknowledges and accepts the limitation of the map, including the fact that the map is dynamic and is a constant state of maintenance, correction and updates.

## 2.5 Public Services/Facilities

All urban public services, schools, fire/medical, police, developed parks, etc., are located to the west and north of the planning area.

The entire planning area is located within the Lawrence Public School District (USD 497). The students within this area currently attend Prairie Park Elementary School, South ~~Junior High~~Middle School, and Lawrence High School. The need for a new elementary school is determined by the School Board based on residential population projections. The school district does not currently have plans to build a school within this planning area though they own property north of the future park along E 1700 Road (Kitsmiller Road). ~~There has been discussion that if the need arises for a new elementary school within the planning area, a portion of the city's future park property could be developed for a school facility.~~

Currently, there are four public or institutional land uses within the planning area. These uses include O'Connell Youth Ranch, Teen Challenge, and Douglas County Jail, as well as the undeveloped city park property. It is anticipated that O'Connell Youth Ranch and Teen Challenge will redevelop in the future as the area urbanizes. The county jail site was developed with expansion in mind and will remain a public facility within the planning area. The undeveloped park property is



Douglas County Jail

likely to be developed as the planning area urbanizes. Douglas County is currently in the process of purchasing property east of the jail for the location of the county public works facility.



Fire & Medical Station No. 2

The planning area will be served partially by Fire & Medical Station Number 2, an existing facility located on Harper Street north of E. 23rd Street/K-10 Highway and partially by the Wakarusa Township Fire Department. A future Fire & Medical station location has conceptually been identified by Fire & Medical staff as being necessary, east of the current Station No. 2 location, in order to serve the larger southeast extent of the urban growth area. A more ~~in-~~in-depth study will need to be conducted to

ultimately locate the facility and to address emergency response time issues as this portion of the community develops. Generalized future locations have been identified through departmental studies and a timeline for development has not been identified.



## Section 3 - Recommendations

---

The Southeast Area is anticipated to develop with a wide range of uses and intensities that extend from very low-density residential to industrial uses. The more intensive industrial and commercial use areas are recommended where they are in close proximity to E. 23<sup>rd</sup> Street/K-10 Highway, and arterial and collector streets. Residential uses are generally located in the southern portion of the planning area.

### 3.1 Land Use

This section outlines the recommended land uses for the planning area. The future land use map and land use descriptions are explained on the subsequent pages. The map is an illustration to help visually identify the different areas as they are designated. The land use descriptions are more detailed information regarding the different land use categories. These are recommended uses within the planning area. The official definitions and the permitted uses within each zoning district are outlined in the use tables that are located in the *Land Development Code* for the City of Lawrence. The map and text descriptions must be used in conjunction with one another in order to obtain the complete recommendation for each particular area.

Map 3-1 provides a general concept for the location of recommended land uses in the Southeast Area. It is not intended to provide a scaleable map for determining specific land use/zoning boundaries within this area.

# Southeast Area Plan

## Map 3-1 Future Land Use

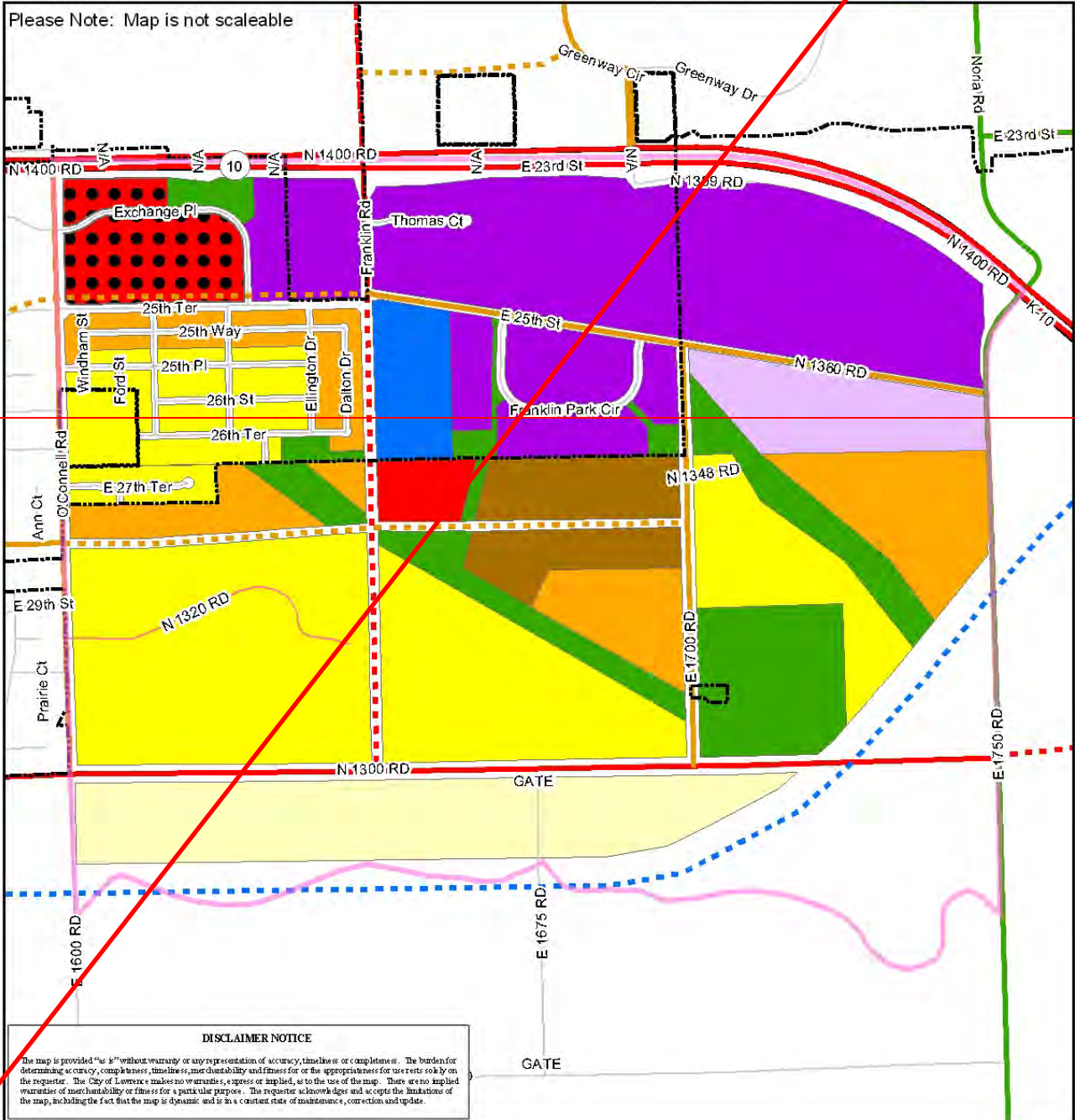
### Legend

Area Boundary	<b>Future Thoroughfares</b>	minor arterial	<b>Future Land Use</b>	Community Commercial
City Limits	freeway	future freeway	Very Low-Density Residential	Office/Warehouse
	principal arterial	future arterial	Low-Density Residential	Industrial
	collector	future minor arterial	Medium-Density Residential	Public/Institutional
	minor collector	future collector	High-Density Residential	Park/Open Space
			Neighborhood Commercial	Water Bodies



Map Date: 9/10/08

Please Note: Map is not scaleable



**DISCLAIMER NOTICE**

The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the map, including the fact that the map is dynamic and is in a constant state of maintenance, correction and update.

# Southeast Area Plan Map 3-1 Future Land Use

## Legend

- City Limits
- Area Boundary

### Major Thoroughfares

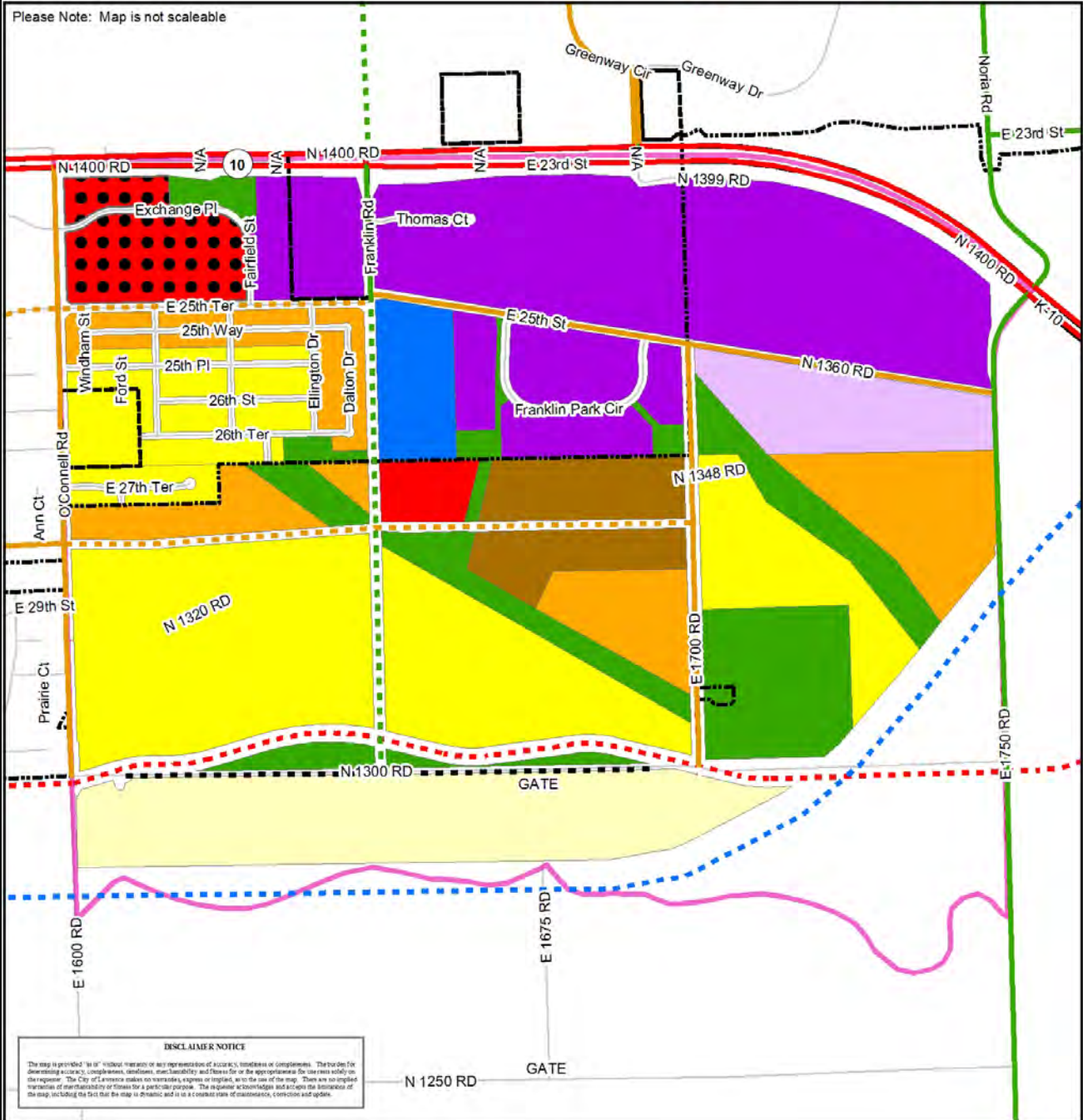
- freeway
- principal arterial
- minor arterial
- collector
- future freeway
- future arterial
- future minor arterial
- future collector
- future local

### Future Land Use

- Very Low-Density Residential
- Low-Density Residential
- Medium-Density Residential
- High-Density Residential
- Neighborhood Commercial
- Community Commercial
- Office/Warehouse
- Industrial
- Public/Institutional
- Park/Open Space

Map Date: 8/12/11

Please Note: Map is not scaleable



**DISCLAIMER NOTICE**  
 The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The reader for determining accuracy, completeness, timeliness and fitness for or the appropriateness for use rests solely on the user. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The engineer acknowledges and accepts the responsibility of the map, including the fact that the map is dynamic and in a constant state of maintenance, correction and update.

### 3.11 Land Use Descriptions

#### Very Low-Density Residential:

The intent of the very low-density residential use is to allow for large lot, single-dwelling type uses.

Density: 1 or fewer dwelling units per acre

Intensity: Very low

Applicable Area:

- Area south of N 1300 Road (E. 31<sup>st</sup> Street) between O'Connell Road and E 1750 Road (Noria Road).

Zoning Districts: RS40 (Single-Dwelling Residential), PD (Planned Development Overlay)

Primary Uses: Detached dwellings, group home, public and civic uses

#### Low-Density Residential:

The intent of the low-density residential use is to allow for single-dwelling, duplex, and attached dwellings but emphasis is placed on residential type uses.

Density: 6 or fewer dwelling units per acre

Intensity: Low

Applicable Areas:

- Area east of O'Connell Road, generally along the following streets: 25<sup>th</sup> Place, 26<sup>th</sup> Street, 26<sup>th</sup> Terrace, E. 27<sup>th</sup> Terrace, Ralston Street, Fairfield Street, and Ellington Drive.
- Area surrounded by O'Connell Road, E. 28<sup>th</sup> Street extended, Franklin Road extended, and N 1300 Road (E. 31<sup>st</sup> Street).
- Area east of Franklin Road extended, north of N 1300 Road (E. 31<sup>st</sup> Street), west of E 1700 Road (Kitsmiller Road), and south of the Kitsmiller tributary.
- Area east of E 1700 Road (Kitsmiller Road), north and east of the city future park property, and south of the tributary green space.

Zoning Districts: RS10 (Single-Dwelling Residential), RS7 (Single-Dwelling Residential), RS5 (Single-Dwelling Residential), RM12D (Multi-Dwelling Duplex Residential), PD (Planned Development Overlay)

Primary Uses: Detached dwellings, attached dwellings, duplex, group home, public and civic uses

Medium-Density Residential:

The intent of the medium-density residential use is to allow for a variety of types of residential options for the area.

Density: 7-15 dwelling units per acre

Intensity: Medium

Applicable Areas:

- Area east of O'Connell Road, generally along the following streets: 25<sup>th</sup> Way, Ralston Street, Windham Street, Ellington Drive, and Dalton Drive.
- Area east of O'Connell Road, north of E. 28<sup>th</sup> Street extended, and west of Franklin Road.
- Area west of E 1700 Road, north of the Kitsmiller Tributary, and just south of E. 28<sup>th</sup> Street extended.
- Area west of E 1750 Road (Noria Road), north of the future alignment of the SLT/K-10 Highway, and east of the tributary green space.

Zoning Districts: RS5 (Single-Dwelling Residential), RS3 (Single-Dwelling Residential), RM12 (Multiple-Dwelling Residential), RM12D (Multi-Dwelling Duplex Residential), RM15 (Multi-Dwelling Residential), PD (Planned Development Overlay)

Primary Uses: Detached dwellings, attached dwellings, duplex, multi-dwelling structures, group home, civic and public uses

High-Density Residential:

The intent of the high-density residential use is to allow for compact residential development.

Density: 16+ dwelling units per acre

Intensity: High

Applicable Areas:

- Area northwest of the intersection of E. 28<sup>th</sup> Street extended and E 1700 Road ([Kitsmiller Road](#)).
- Area southwest of the intersection of E. 28<sup>th</sup> Street extended, E 1700 Road ([Kitsmiller Road](#)), and east of the Kitsmiller Tributary.

Zoning Districts: RM24 (Multi-Dwelling Residential), RM32 (Multi-Dwelling Residential), PD (Planned Development Overlay)

Primary Uses: Multi-dwelling structures, group home, civic and public uses

### Commercial:

The intent of the commercial use is to allow for retail and service uses. A Community Commercial Center provides goods and services to several different neighborhood areas. A Neighborhood Commercial Center provides for the sale of goods and services at the neighborhood level.

Intensity: Medium-High

Applicable Areas:

- Area southeast of the intersection of E. 23<sup>rd</sup> Street/K-10 Highway and O'Connell Road. (Community Commercial Center)
- Area northeast of the intersection of Franklin Road extended and E. 28<sup>th</sup> Street extended. (Neighborhood Commercial Center)

Zoning Districts: CC200 (Community Commercial District), CN2 (Neighborhood Commercial Center District), PD (Planned Development Overlay)

Primary Uses: Civic and public uses, medical facilities, eating and drinking establishments, general office, retail sales and services, fuel sales, car wash

### Office/Warehouse:

The intent of the office/warehouse use is to allow for low-impact employment and warehouse uses that would be minimally evasive to nearby residential uses.

Intensity: Low-Medium

Applicable Area:

- Area south of N 1360 Road between E 1700 Road ([Kitsmiller Road](#)) and E 1750 Road (Noria Road).

Zoning Districts: IBP (Industrial and Business Park District), IL (Limited Industrial District), PD (Planned Development Overlay)

Primary Uses: Civic and public uses, health care offices/clinics, animal services, general office, business equipment sales, business support services, communication sales and services, building maintenance sales and services, construction sales and services, vehicle sales and services, research services, manufacturing and production limited and technology, light wholesale, storage and distribution, mini-warehouse

### Industrial:

The intent of the industrial use is to allow for moderate to high-impact uses including large scale or specialized industrial uses geared toward utilizing E. 23<sup>rd</sup> Street/K-10 Highway for materials transportation.

Intensity: Medium-High

Applicable Area:

- Area northwest of the intersection of 25<sup>th</sup> Terrace and Franklin Road.
- Area east of Franklin Road, north of E 25<sup>th</sup> Street and N 1360 Road, west of E 1750 Road (Noria Road), and south of E. 23<sup>rd</sup> Street/K-10 Highway.
- Area north and south of Franklin Park Circle.

Zoning Districts: IL (Limited Industrial District), IG (General Industrial District), PD (Planned Development Overlay)

Primary Uses: Civic and public uses, animal services, general office, building maintenance services, business support services, construction sales and

service, vehicle sales and service, industrial facilities, general office, wholesale, distribution, and storage

Public/ Institutional:

The intent of the public/institutional use is to allow for public, civic, and utility uses.

Intensity: Variable

Applicable Area:

- Area southeast of the intersection of Franklin Road and E. 25<sup>th</sup> Street. (Douglas County Jail)

Zoning Districts: GPI (General Public and Institutional)

Primary Uses: Cultural center/library, school, utilities, recreational facilities, utility services

Park/ Open Space:

The intent of the park/open space use is to provide space for public recreational facilities and natural area preservation.

Intensity: Low

Applicable Areas:

- Area at the northeast intersection of E 1700 Road ([Kitsmiller Road](#)) and N 1300 Road (E. 31<sup>st</sup> Street).
- Kitsmiller Tributary and the unnamed tributary, east of E 1700 Road ([Kitsmiller Road](#)).
- [Platted drainage easements.](#)
- [Area between the E. 31<sup>st</sup> Street alignment and N 1300 Road \(E. 31<sup>st</sup> Street\)](#)

Zoning Districts: GPI (General Public and Institutional District), OS (Open Space), UR (Urban Reserve)

Primary Uses: crop agricultural, cultural center, schools, active recreation, passive recreation, nature preserve, entertainment and spectator sports, participant sports and recreation outdoor, private recreation

## 3.2 Policies

Policies are guiding principles that provide direction for decisions to be made regarding the planning area. These policies are in addition to the policies in *Horizon 2020* and are only applicable to the property within the Southeast Area planning area.

### 3.21 Residential Land Use

1. Residential uses shall maintain a “back-to-back” relationship to more intense uses. Buffering shall include use of green space as a primary transition tool.
2. Residential streets shall be extended to undeveloped property and shall use a grid or modified grid pattern.
3. Medium-density residential development shall take the form of small lot, detached, attached, or cluster type housing.
4. The medium-density residential use is not intended to provide for large scale apartment development.

### 3.22 Commercial Land Use

1. The Community Commercial Center shall be designed in accordance with policies and standards of *Horizon 2020*.
2. The Neighborhood Commercial Center shall be no larger than 10 acres and with no more than 15,000 gross square feet of commercial space.
3. Commercial development shall be designed to facilitate pedestrian and non-motorized access from abutting areas is recommended.

### 3.23 Public Facility/Open Space Land Use

1. Smaller parks should be located throughout the planning area.
2. If the need arises for an elementary school to be located within the planning area, the city and school district should work together to develop a joint use facility.
3. Open space areas should be provided and/or acquired along major thoroughfares and along drainage ways for development of pedestrian and bicycle trails.

### 3.24 Gateway

1. Development shall enhance the gateway along E. 23rd Street/K-10 Highway by creating an aesthetically pleasing view into the city.
2. Gateway treatments shall be a priority in development and redevelopment along E. 23rd Street/K-10 Highway and shall reflect the goals and polices stated in *Horizon 2020*.
3. Aesthetically pleasing landscaped entryways along E. 23<sup>rd</sup> Street/K-10 Highway should be required. Both public and private property owners are responsible for achieving and maintaining this aesthetically pleasing landscaping.

### 3.25 Transportation Facilities and Corridors

1. The widening of E. 31<sup>st</sup> Street (N 1300 Road) should be designed in a manner as to minimally disturb existing dwellings.
2. A frontage road should be considered along the widened E. 31<sup>st</sup> Street (N 1300 Road) to allow existing dwellings to maintain individual access drives.
3. Sufficient area, outside of the required street rights-of-way, should be required to provide screening along major thoroughfares corridors. This area shall be restricted in use to provide for: utility, berming, and landscaping needs.



4. ~~Transportation 2030 or s~~Subsequent long-range transportation plans, once adopted, shall supersede any recommendations, actions, or policies referenced in ~~Transportation 2025~~2030.

### 3.26 General

1. Encourage maximum efficiency, low wattage, downward directional exterior lighting. The point source shall be screened from view off-site.
- ~~4-2.~~ Fencing installations along street rights-of-way and between uses shall incorporate continuous landscaping at the base and edges of the fence to integrate the fence with the site and landscaping.
- ~~5-3.~~ High quality, aesthetically pleasing building materials should be used.
- ~~6-4.~~ Pedestrian friendly connectivity between land uses and properties shall be incorporated.
- ~~7-5.~~ Development of an implementation/capital improvement program to extend water and wastewater infrastructure to serve the area is recommended.
- ~~8-6.~~ Mature trees and stands of mature trees should be preserved and protected.

### 3.3 Implementation

1. Amend *Horizon 2020* Chapter 14, Specific Plans, to include the *Southeast Area Plan* by reference. Completed February 12, 2008
2. Amend *Horizon 2020* Chapter 6, Commercial Land Use, to update the identified Neighborhood Commercial Center on the southeast corner of O'Connell Road and E. 23<sup>rd</sup> Street/K-10 Highway to be identified as a Community Commercial Center. Completed May 21, 2008
3. Amend *Horizon 2020* Chapter 6, Commercial Land Use, to identify a Neighborhood Commercial Center on the southeast corner of Franklin Road extended and E. 28th Street extended. Completed May 21, 2008
4. Amend *Horizon 2020* Chapter 6, Commercial Land Use, to remove the Neighborhood Commercial Center on the northwest corner of Franklin Road extended and N. 1300 Road (E. 31<sup>st</sup> Street). Completed May 21, 2008
5. Amend *Horizon 2020* Chapter 3, General Plan Overview, Map 3-1 Lawrence Urban Growth Area Service Areas & Future Land Use, to reflect the adopted future land use.

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

FROM: Sarah Plinsky, Assistant County Administrator

CC: Debbie Sparkes, Budget Director

SUBJECT: Cardiac Monitor Replacement for the Fire/Ambulance Service

DATE: September 26, 2011

Attached is a request from Chief Mark Bradford for the replacement of cardiac monitors for the Fire and Ambulance Service. I have reviewed the equipment reserve account for Lawrence Fire Medical. The Fire Service has replaced an ambulance in 2011, according to the planned replacement cycle. The balance in that account after that purchase is \$178,155. Budget staff is currently estimating that Ambulance fees will come in above the 2011 re-estimate of \$1,693,000. Debbie Sparkes anticipates that there will be an additional \$140,000 to \$145,000 in revenue that will be available to move to equipment reserve at the end of 2011. We also have budgeted to transfer an additional \$275,000 in to that account this budget year. That will bring the 2011 ending fund balance to approximately \$593,155.

I am supportive of the purchase and do not have any concerns with spending \$132,072 in 2011 and again in 2012 to finance the cardiac monitors, along with the planned ambulance replacement of one ambulance at approximately \$200,000 in 2012. We do not have a transfer planned for 2012, but if revenues continue to come in above budgeted and estimated, we will likely be able to transfer those funds in, as well. The financial forecast that we are working on for 2013 includes an additional transfer amount.

Chief Bradford will be at the meeting, as well as myself, to answer any questions you may have.

# Memorandum

Lawrence-Douglas County  
Fire Medical

**To:** Craig Weinaug, County Administrator  
Sara Plinsky, Assistant County Administrator

**From:** Mark Bradford, Fire Chief

**Date:** September 1, 2011

**Re:** Cardiac Monitor Replacement

## Background:

During the FY 2011 and 2012 Budget process we had discussions related to the need to replace the departments aging cardiac monitors. Our cardiac monitors are eleven years old and are used on nearly every medical call we respond to. They are showing their age in reliability and lacking new technology.

To provide some history, we currently have Physio-Control LP12 cardiac monitors with the following options:

- Cardiac Pacing
- Blood Pressure monitoring
- 12-Lead monitoring and interpretation
- End tidal CO2 monitoring

Physio-Control is eliminating the LP12 and has introduced the LP15. However, in 2010 Physio-Control was under a Federal mandate not to ship any products. Due to this shut down we were forced to purchase two used LP12 when we added units. These used units have been in better condition than our current monitors. LP12 units are no longer being supported.

## Project History:

During the past few months, Division Chief Lyle Schwartz and Division Chief Eve Tolefree evaluated the three vendors to determine which cardiac monitors would work best in our system. We determined ZOLL would be the best units for the medic units. ZOLL has the latest technology in interpreting 12 lead EKGs, they are the most compatible with our electronic patient care reporting tablets and blue tooth would allow us to transmit 12 lead EKG's to LMH ED and Cath Lab. This 12 lead transmission is a vital piece to improve the survivability to those patients who are experiencing an Acute Myocardial Infarction (AMI). In fact, our department's evaluation of monitors that could transmit EKGs to LMH assisted in LMH receiving their accreditation for cardiac care.

## Project Status:

As stated earlier we are currently using the same monitors on both medical and fire suppression units. After evaluating this practice and the cost of the replacement monitors, we felt there was a better alternative for the fire suppression units. ZOLL also

has an AED with a three lead monitor and a manual override. This unit can be fully automatic if there is not a paramedic on the fire suppression unit or can function as a basic monitor if there is a paramedic present. The ZOLL AED Pro-Semi-Auto/Manual is specifically designed to be used on fire suppression units.

**Annual Cost Savings:**

Maintenance Costs: Currently we spend \$16,869 annually for preventive maintenance on the Physio-Control devices. The annual preventive maintenance on the new devices is \$2,805 or a savings of \$14,064.00.

**Trade-In and Discount Values:**

Zoll is offering a trade-in value to our current Physio-Control devices in the amount of \$27,500. In addition, we would receive a Zoll conversion discount of \$27,500 or a total price reduction of \$55,000.00.

**Funding:**

The Fire Medical Department is requesting funding from the 501 Ambulance Fund. The purchase of the devices require 50% of the total cost net 30 days or \$136,071.42 and the remaining 50% balance (\$136,071.42) within one year, with no interest charges.

**Action Request:**

Fire Medical Department staff requests approval from the County Commission to purchase eleven (11) heart monitors and eleven (11) AED's for a purchase price of \$272,142.83 from Zoll Medical Corporation.



**GUIDELINES  
2010 READY**

**ZOLL Medical Corporation**

Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**TO: Lawrence Douglas County Fire Medical**

1911 Stewart Avenue  
Lawrence, KS 66046

Attn: **Eve Tolefree - Division Chief**

email: [etolefree@lawrenceks.org](mailto:etolefree@lawrenceks.org)

Tel: 785-830-7009

Fax: 785-830-7090

**QUOTATION 95817 V:1**

DATE: August 10, 2011

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	50211730020124014	E Series ACLS Manual Defibrillator with See-Thru CPR®, Real CPR Help® Advisory capability, 12-lead with 1-step patient cable, SpO2 (comes with EtCO2 port), Integrated Bluetooth, NIBP with Adult-Plus cuff and hose and Noninvasive Pacing. Includes: AC Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync, TriMode Display, 3-lead ECG patient cable, universal cable, ready for one (1) SurePower™ Rechargeable Lithium Ion Battery with built in AC Charger ordered separately, RS232 data transfer port, Expanded Carry Case and Rapid Cable Deployment System, AC power cord, 12" AC power extension cord, one package of recorder paper, two PCMCIA Card slots, Operator's Manual and standard one (1) year warranty for EMS use.	11	\$25,345.00	\$19,330.63	\$212,636.93 *
1a	8000-1007-01	1 Step Patient Cable for 12-lead ECG with limb leads and v leads (10 ft)	11	\$315.00	Included	Included
2	8000-1598	12" ( inch) Extension Cable for E Series 12- lead cable	11	\$145.00	\$116.00	\$1,276.00 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	11	\$295.00	\$220.00	\$2,420.00 *
4	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	11	\$295.00	\$236.00	\$2,596.00 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 1 Subtotal \$218,928.93**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. SHIPPING POINT-FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Luis Sanchez  
EMS Territory Manager  
800-242-9150, x9273



**GUIDELINES  
2010 READY**

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**TO: Lawrence Douglas County Fire Medical**

1911 Stewart Avenue  
Lawrence, KS 66046

Attn: **Eve Tolefree - Division Chief**

email: [etolefree@lawrenceks.org](mailto:etolefree@lawrenceks.org)

Tel: 785-830-7009

Fax: 785-830-7090

**QUOTATION 95817 V:1**

DATE: August 10, 2011

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8000-0367	E Series Only CAPNO 5 Sidestream LoFlo Module	11	\$4,775.00	\$3,600.00	\$39,600.00	*
6	8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"> <li>▪ 5.8 Ah Capacity</li> <li>▪ High density lithium ion chemistry</li> <li>▪ RunTime™ Indicator</li> <li>▪ Automatic calibration ready</li> <li>▪ Stores history of use and maintenance</li> </ul>	33	\$475.00	\$360.00	\$11,880.00	*
7	8050-0030-01	SurePower™ Charging Station <ul style="list-style-type: none"> <li>▪ 4 Charging bays</li> <li>▪ Multiple chemistry compatible</li> <li>▪ 200 watt capacity</li> <li>▪ Graphic driven user interface</li> <li>▪ RS-232 communication port</li> <li>* Standard one (1) year warranty</li> </ul>	11	\$2,275.00	\$1,756.00	\$19,316.00	*
8	8000-0465	RS232 / Serial to USB Data Transfer Cable for E Series & M Series	11	\$99.00	\$79.20	\$871.20	*
9	8000-0551	8 meg PCMCIA Flash Card (2 Per Pack)	6	\$450.00	\$360.00	\$2,160.00	*

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 2 Subtotal \$292,756.13**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. SHIPPING POINT-FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Luis Sanchez  
EMS Territory Manager  
800-242-9150, x9273



**GUIDELINES  
2010 READY**

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**TO: Lawrence Douglas County Fire Medical**

1911 Stewart Avenue  
Lawrence, KS 66046

Attn: **Eve Tolefree - Division Chief**

email: [etolefree@lawrenceks.org](mailto:etolefree@lawrenceks.org)  
Tel: 785-830-7009  
Fax: 785-830-7090

**QUOTATION 95817 V:1**

DATE: August 10, 2011

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
10	8700-0518-01	ZOLL-Hosted Server Subscription, North America (Two Years) This two-year service is part of the "ZOLL Wireless 12-lead ECG Transmission" solution and allows EMS customers to transmit an unlimited amount of 12-lead ECGs per month via a ZOLL-Hosted server that is resident on the Internet. This service is beneficial for customers who would rather not implement and support a server.	1	\$1,200.00	No Charge	No Charge ***
11	8000-1650	Cuff, All Purpose, Pediatric / Small Adult, 17 - 25cm	11	\$32.00	\$24.00	\$264.00 *
12	8000-1653	Cuff, All Purpose, Large Adult, 31 - 40cm	11	\$42.00	\$32.00	\$352.00 *
13	8000-1654	Cuff, All Purpose, Thigh, 38 - 50cm	11	\$42.00	\$32.00	\$352.00 *
14	8000-0370	CPR Connector	11	\$265.00	No Charge	No Charge *
15	8900-0402	CPR stat*padz HVP Multi-Function CPR Electrodes - 1 pair	11	\$75.00	No Charge	No Charge *
16	90110200499991010	AED Pro Semi-Auto/Manual. Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty.	11	\$3,795.00	\$2,586.50	\$28,451.50 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 3 Subtotal \$322,175.63**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. SHIPPING POINT-FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Luis Sanchez  
EMS Territory Manager  
800-242-9150, x9273



**GUIDELINES  
2010 READY**

**ZOLL Medical Corporation**

Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**TO: Lawrence Douglas County Fire Medical**

1911 Stewart Avenue  
Lawrence, KS 66046

Attn: **Eve Tolefree - Division Chief**

email: [etolefree@lawrenceks.org](mailto:etolefree@lawrenceks.org)  
Tel: 785-830-7009  
Fax: 785-830-7090

**QUOTATION 95817 V:1**

DATE: August 10, 2011

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
17	8000-0860-01	AED Pro non-rechargeable lithium battery pack	11	\$160.00	\$120.00	\$1,320.00 *
18	8000-0838	AED Pro ECG Cable AAMI	11	\$160.00	\$120.00	\$1,320.00 *
19	8000-0843-01	ZOLL Administrative Software for AED Pro, CD-ROM	1	\$27.00	\$20.00	\$20.00 *
20	8000-0829-01	AED Pro Simulator	1	\$295.00	\$180.00	\$180.00 *
21	8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes - 8 pair/case	3	\$560.00	\$448.00	\$1,344.00 *
22	8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	11	\$95.00	\$71.20	\$783.20 *
23	DI SC	ZOLL Conversion Discount	1		(\$27,500.00)	(\$27,500.00) *
24	7800-0315	LifePak 12 Biphasic w/Pacing and 12 LD Trade-In	11		(\$2,500.00)	(\$27,500.00) **

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 4 Subtotal \$272,142.83**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. SHIPPING POINT-FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Luis Sanchez  
EMS Territory Manager  
800-242-9150, x9273





**GUIDELINES**  
**2010 READY**

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**TO: Lawrence Douglas County Fire Medical**

1911 Stewart Avenue  
Lawrence, KS 66046

Attn: **Eve Tolefree - Division Chief**

email: [etolefree@lawrenceks.org](mailto:etolefree@lawrenceks.org)  
Tel: 785-830-7009  
Fax: 785-830-7090

**QUOTATION 95817 V:1**

DATE: August 10, 2011

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p><u>Payment Terms: 50% due NET 30. 50% due NET 365.</u> <u>These payments do not include applicable tax and freight.</u> <u>These charges will be applies to the invoices.</u></p> <p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p><u>***ZOLL STEMI Free2B Promotion-Unlimited 12-Lead ECG Transmission. Requires ZOLL ESeries with 12-Lead ECG and Bluetooth (DUN). Cell phone and data plan also required but not included in this promotion.</u></p> <p>*Reflects Discounted &amp; NPP Pricing as well as CPR Promotional Items.</p>				

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**TOTAL \$272,142.83**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. SHIPPING POINT-FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Luis Sanchez  
EMS Territory Manager  
800-242-9150, x9273

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract" the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### **18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

**ZOLL Medical Corporation**



## 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

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

FROM: Sarah Plinsky, Assistant County Administrator *sp*  
Jackie Waggoner, Purchasing Director *gw*

SUBJECT: Appeal of Mailing Services Contract

DATE: September 28, 2011

In response to the letter from KC Presort on September 14 appealing RFP 11-F-0002 for Mail Services, staff respectfully submits the following information on the process.

1. Making decisions to solicit proposals cooperatively was in an effort to increase our volumes collectively, resulting in lowered costs. Although KC Presort believes that KU should have been priced differently than the other entities, the RFP required a single rate for all participating entities. We believe this methodology has accomplished lower costs as demonstrated in my attached recommendation. As a result of this approach, we estimate an annual savings of \$5,450 for just the County.
2. KC Presort was not treated unfairly by not providing them with detailed information on KU's mail mix. Our documents provided estimated annual spending and average volumes to assist the vendors in preparing their proposals. We were able to provide an estimated count for 1<sup>st</sup> class 1-3 oz. for each participating entity, but the remaining volumes were identified as "other" (non-auto letter, flats, parcels, certified, priority, foreign, express). "Other" mail varies considerably from each entity and from day-to-day, making it difficult to define this mail mix. We chose not to provide estimates for these difficult items because we did not want to provide information that ended up being wrong. KC Presort's proposal provided two different costs for first class 1 oz. mail (County, City, LMH: \$0.390 and LDCHD, VNA, Bert Nash, and KU: \$0.414). This is not consistent with the approach outlined in the RFP. During our interview/negotiations with KC Presort, they were asked to provide us one cost for all participating entities. Their price for all first class 1 oz. mail was revised to \$0.404. Staff had calculated the cost savings proposed by KC Presort on first class 1 oz. mail ( $\$0.404 \times$  estimated volumes) at \$2,986 annually for all participating entities (\$643.70 for the County). This cost was considered in our evaluation, but was offset by higher cost on other mail types from KC Presort. In the end, this minimal savings did not override other advantages presented by Stampede Mailing Services.

3. As part of its appeal, KC Presort presents revised pricing in that KC Presort offers to further reduce its rate for first class 1 oz. mail and also offers to reduce its rate for mail folding. In addition, other mail types (full rate mailings) were also revised after award based on discussion that took place during the negotiation phase of honoring the actual USPS rates. Everyone on the evaluating committee that attended the interview/negotiations meeting indicates that their notes reflect only the changes in the first class 1 oz. mail (discussed in No. 2 above). If KC Presort did offer to lower its other pricing during the negotiations, it was not documented and we don't believe it can be considered in making the award. Staff feels strongly that these offered revisions should not be considered in this appeal. A change in pricing after an award is made violates accepted and recommended purchasing practices and is unfair to all other vendors who have presented proposals.
4. Our solicitation did require all respondents be a First Class Pre-sort Bureau and an established business partner of the US Postal Service. The awarded contractor, Stampede Mailing Services, meets this requirement by partnering with Pitney Bowes Presort Services.
5. The Committee negotiated with both finalist, but ultimately awarded the bid to Stampede based on overall better pricing, our experience with their firm, and additional services offered.

In summary, staff continues to support the decision to award the contract to Stampede. The basis for KC Presort's appeal is that they don't like how the cooperating organizations designed the bid requirements, which we don't think is a valid issue to appeal. Furthermore, KC Presort's continued efforts to revise its pricing after learning their competitor's pricing indicates a lack of understanding of progressive purchasing practices. This is of concern to the organizations involved in the cooperative contract.

It is important to note that KC Presort has only appealed this decision with Douglas County. If the appeal is upheld, it is unclear what the impact of that decision would be on the other organizations involved and their independent decisions to award the contract. This could negatively impact the County's ability to reduce its mail sorting and delivery costs by entering into a cooperative contract with these organizations. Although not certain, if the Board withdraws its award to Stampede, the County would have to reopen the RFP process and it is not certain whether the other participating entities would want to continue with a new RFP process or whether they would simply move forward with Stampede and leave the County to find its own vendor on less favorable terms.

After considering this matter, the Board may consider the following two actions in response to this appeal:

1. Deny the appeal. Uphold the Assistant County Administrator's prior decision denying the appeal and affirm the Board's previous decision to award the contract to Stampede. This decision is final.
2. Not award the contract to either finalist and re-start the RFP process.



September 14, 2011

Douglas County Administrative Services  
ATTN: Sarah Plinsky, Asst County Administrator  
1100 Massachusetts Street, Unit 204  
Lawrence, KS 66044-3064

Ms. Plinsky:

We are in receipt of your denial letter regarding RFP 11-F-002, Mailing Services. KC Presort continues to believe that we were treated unfairly and would like a further review of this process and of our response to the request for proposal.

Assessing the mail mix of the University should not have been a major undertaking, as they have a pretty good idea where their mail goes. Because they had such a large amount of mail in the whole process, we had to request such a mix to avoid taking a loss on the project. As it turned out, the winning bidder did have history of their mix, since they were also the current vendor. In our proposal, we clearly agreed to reduce our pricing if we found the mix to be more local in nature for Kansas University. Instead, the committee was set on getting a single price point that would be used for all entities. We agreed to that single price point, which still beat the competition. We also stand by our original agreement to reduce the pricing for everyone if the KU mail was more local, which we think we have now determined to be the case, based on the bid results made available to us.

In the end, what has happened is that Douglas County, The City of Lawrence, Lawrence Memorial Hospital, VNA and Bert Nash are helping to subsidize mail costs for the University. Based on the quantities given in the RFP, these entities will lose thousands of dollars per year in savings by using this one size fits all approach.

It should again be noted that the RFP specifically required the winning bidder be an authorized Presort Bureau. The chosen vendor is not authorized by the US Postal Service as such and has no Combined Mail Agreement with the USPS as a Presort Bureau, as requested in the bid documents.

The pricing for full rate mail, frankly, is a very, very small part of this project. In dollars, it is very insignificant. However, we did let the committee know that we would honor ACTUAL postal prices, without additional charges. This was not confirmed by the committee in writing and we didn't think to follow up. We appreciate that you plan to review that negotiating procedure for future projects.

2820 Roe Lane, Bldg U  
Kansas City, KS 66103

913.432.0866 Tel  
913.432.4620 Fax

[www.kcpresort.com](http://www.kcpresort.com)

Please understand that we are not making waves because we lost the opportunity to sign a contract with the entities involved. We are making a fair appeal because we clearly won the bid and were not given a chance to negotiate further.

We would like our case to be brought before the Commission for further discussion and would appreciate an opportunity to meet with the Commission to answer specific questions regarding this contract. If the Commission feels that a fair decision was made on the part of the committee, we will agree to drop the issue and wish you well in your contract agreement with the second place choice.

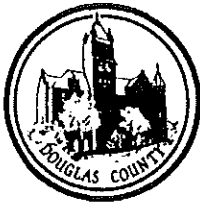
Respectfully submitted,

KC Presort, LLC

A handwritten signature in black ink, appearing to read 'R. Cline', with a long horizontal stroke extending to the right.

Ronald L. Cline, Sales Manager

CC. Commissioner Mike Gaughan - 1st District  
Commissioner Nancy Thellman - 2nd District  
Commissioner Jim Flory - 3rd District (Chairman)  
Jackie Waggoner, Purchasing Director



## DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse  
1100 Massachusetts Street, Unit 204  
Lawrence, KS 66044-3064  
(785) 832-5329 Fax (785) 832-5320  
www.douglas-county.com

**Sarah Plinsky**  
Assistant County Administrator

September 8, 2011

Ronald L. Cline  
KC Presort  
2820 Roe Lane, Bldg U  
Kansas City, KS 66103

Dear Mr. Cline,

I have received your appeal to the award for RFP 11-F-002 and I have received information from Purchasing Director Jackie Waggoner. I have also reviewed the purchasing policies and award materials. The appeal outlined specific points and I will address each of those. In general, as discussed in our conversation during the RFP process, this RFP was a joint endeavor. We did this to assist all the interested participants in securing a better rate, but it does present some challenges when the decision is appealed. The appeal to which I am responding to is only for Douglas County. Decisions made by participating organizations are not bound by this process.

The first concern outlined in the appeal was the decision to not perform a specific mail mix calculation. During the question phase, it was stated that a mail mix was not going to be provided. There was not sufficient time to conduct that process, and stay on track to award the contract. In addition, the committee stated in the Addendum that the type and volume of mail varies so much that a mail mix would not necessarily be a valid representation of the mail that would need to be processed during the contract period. We asked that the contract be designed around individual price lists and estimated volumes, but the importance of that contract design was not fully appreciated by KC Presort. Estimated volumes were provided to the bidders and bidders were encouraged to put a disclaimer on a specific bid, if additional inspection information was needed. KC Presort did not submit any disclaimers, other than the one for the University of Kansas.

The second concern outlined in the appeal was about the mail mix for University of Kansas. We recognized your disclaimer on the pricing for the University and it was taken into consideration.

The third concern outlined was about receiving one price for all of the participating organizations. The proposal was designed to be unified, to take advantage of larger volumes for everyone that participated. We reserve the right to design a proposal process the way we, and the participating agencies, prefer to operate. As the vendor, you can suggest modifications. If we don't accept them, it is not a basis for appeal.

The fourth concern was that in the appeal, it was stated that KC Presort revised their pricing on items in the full rate category in the negotiations meeting that was not reflected in the final pricing considered by the committee. I have asked members of the committee if they recall KC Presort making a change to the prices in that category, and none of the members have been able to find that in their notes. While I don't know what was said at the meeting and if there was some sort of miscommunication on KC Presort's proposal to modify their pricing, I do know that the change was not documented by either KC Presort or the committee. I do feel this is a concern with the process, and I have asked that future RFP processes document in writing any changes in pricing that are made in the negotiations process.

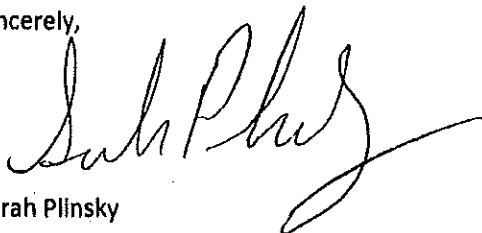
The fifth concern is about a local preference. The majority of participating entities do not have local preference policies, and the selected vendor does have a partnership that is an authorized presort bureau.

Lastly, the revised pricing submitted with the appeal cannot be considered after the process is complete. As I am sure you are aware, Purchasing best practices dictate that is unfair to consider revised pricing after the competitor's pricing has been shared. In addition, I am unable to verify the savings outlined in the appeal. Based off a one week volume, we estimate that the successful bidder will save us \$5, 440 annually. The appeal also discussed concerns with the advantages of staying with an existing vendor. There are a number of advantages to maintaining a working relationship with an organization that you have had a successful experience with, including the number of locations involved in this proposal and security concerns. These may not have a direct monetary value, but they do save significant staff time. Furthermore, when the pricing from the existing, successful vendor is competitive, the consistency of the relationship is significant advantage to our organization.

In closing, I am denying the appeal and upholding the recommendation of the committee, as adopted by the Board of County Commissioners. The Committee carefully reviewed pricing and volumes, and wanted to design a contract that focused on individual pricing that was not dependent on a particular mail mix.

According to our Purchasing Policies, a decision made by the Assistant County Administrator can be appealed to the Board of County Commissioners by providing the Assistant County Administrator a written appeal, who will deliver that to the Chair of the Board of County Commissioners. That appeal must be received by the Assistant County Administrator within three business days of the delivery of this decision. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Plinsky', with a long, sweeping underline that extends to the right.

Sarah Plinsky



## ADS - Plinsky, Sarah

---

**From:** ADS - Waggoner, Jackie  
**Sent:** Friday, August 19, 2011 2:47 PM  
**To:** 'Ron Cline'  
**Cc:** 'duane@kcpresort.com'; 'leslie@kcpresort.com'; ADS - Plinsky, Sarah  
**Subject:** RE: RFP 11-F-0002  
**Attachments:** \_0818100025\_001.pdf

I will share your information with the Assistant County Administrator, Sarah Plinsky, but would recommend following our protest procedures (see attached) from our purchasing policy. You would need to contact each participating agency to receive a copy of their protest procedures.

Jackie Waggoner  
Douglas County Purchasing  
(785) 832-5286

---

**From:** Ron Cline [mailto:ron@kcpresort.com]  
**Sent:** Friday, August 19, 2011 2:38 PM  
**To:** ADS - Waggoner, Jackie  
**Cc:** duane@kcpresort.com; 'Leslie Russel'  
**Subject:** RFP 11-F-0002

Jackie Waggoner, Douglas County  
Sherry Draper, University of Kansas  
Jonathan Douglass and Alan Landis, City of Lawrence  
Tim Tatlock, Lawrence Memorial Hospital  
Jennie Henault, Lawrence-Douglas County Health Dept.  
Anita, Bert Nash Community Health Center

Jackie:

In reviewing the final spreadsheets provided to us by your office, our company feels that we have been treated unfairly and the winner of this bid was given an unfair advantage over its competition. We respectfully request that you and your committee reconsider the decision based on the following facts:

1. As mentioned in our response to the RFP, we play no games and make most of our profits via the discounts provided to us by the US Postal Service. In order for us to be fair to ourselves, it is important for us to know the mail mix to determine the general profit margins that we might attain in performing under any contract. This information was requested during the questions period and a refusal to provide that information was received from your office.
2. It is a fair guess that the majority of the mail for all city and county agencies in this project is local or, at best, regional. However, without the requested information provided to us, which the winning bidder had access to, it was impossible for us to make that same assumption for Kansas University, which is a nationally recognized organization. Therefore, we had to quote them higher to protect ourselves from an overall negative profit margin, as their mail volume is so large. In the RFP, we reserved the right to reduce our pricing to KU if we found their mail mix to be more local or regional in nature.
3. During face-to-face negotiations in your courthouse, we explained the importance of knowing the mail mix and your committee demanded that all parties receive the same rate. We agreed to a lower rate

of .404 for a letter of one ounce, hoping that the KU mail was, in fact, more local or regional than we had assumed. In accepting a general, across the board rate from any provider, the other agencies are, in effect, subsidizing Kansas University in the interest of gaining a consistent rate. This subsidy amount is actually unknown to us because the mail mix information is still not available to us. However, we feel strongly that city and county tax dollars are going to help reduce the rate that KU pays for postage. If this is ok with you and your constituents, then so be it. Therefore, we provided the same rates for all agencies.

4. We had marked up a few items within the full-rate category in the RFP. During face-to-face negotiations, you asked about this we agreed to go with USPS actual retail rates with no mark up whatsoever on all items other than letters and flats but this was not reflected in red in the final spreadsheet. Our pricing for retail items, such as Certified and Certificates of mailing are the same as our competitor.
5. We are disappointed that your committee elected to not recognize the fact that your selected vendor uses an out-of state Presort Bureau to process your mail. The selected vendor is not an authorized Presort Bureau and all of your mail is taken to either Kansas City, MO or Omaha, NE for processing. KC Presort is the only Presort Bureau in Eastern Kansas that bid on this contract offer. We provide jobs to Kansas residents who pay Kansas taxes.

Despite all the above, the calculations that we have done show us to be the clear winner of this bid by at least \$2,987.02, using the numbers that you provided in your bid package. All other items in the price list are a push between the two vendors, except for folding. We were never asked to reduce our folding costs, but will certainly do so.

Now that we know the basic rate for letters that has been quoted, it is clear that the winning bidder used the mail mix information available to them to determine that a profit could, in fact, be made in the 39c range for all entities. Therefore, we will sweeten our bid for one ounce letters to 39c for ALL agencies and keep all other pricing as negotiated, including the ACTUAL rates for retail mail and the presort rates for flats. This makes our winning bid even clearer, as the difference is now at least \$13,437.09, again using your bid package numbers.

Please review the attached spreadsheet for details.

You mentioned in your eMail to me recently that the committee felt that there was a monetary cost involved in switching mail vendors. Frankly, we don't see any costs involved in a change. We have already agreed to pay for your permits, your postage meter, your pick-ups, your automation rejects, etc. We will be happy to entertain the payment of other costs involved.

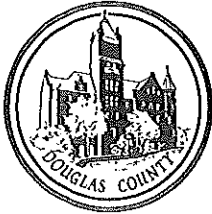
We appreciate the fact that this winning vendor was given the right of first refusal. We would hope that our clients allow us the same consideration. However, one would think that if that pricing is still too high, the committee has an obligation to move on to a new vendor.

Jackie, this eMail is not intended to be a "sour-grapes" response to your decision. I know you and your committee tried hard to find the right vendor for all agencies involved. However, the black and white to all of this is that we did, in fact, win the bid, based on all the criteria requested.

Your consideration and response will be greatly appreciated.

Respectfully,  
Ron






**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

---

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

FROM: Jackie Waggoner, Purchasing Director   
Division of Purchasing

SUBJECT: Consider Contract Award for Mailing Services

DATE: July 28, 2011

Over six years ago, Douglas County evaluated processes and expenses for outgoing mail. The City and County solicited bids to outsource its mail services which provided us lower rates. This also resulted in removing all of the postage equipment (leased and purchased) except one backup, eliminating maintenance and meter fees, and reducing staff's time significantly to prepare and process mail.

Our current contract expired and has been on a month-month basis during the bidding process. The City and County asked other agencies if they wanted to participate in a cooperative bid to increase the volumes. The University of Kansas, Lawrence Memorial Hospital, Bert Nash Community Mental Health Center, Lawrence-Douglas County Health Department, and Douglas County Visiting Nurses joined the City and County in a joint bid. The terms of this contract would be for one year with the option to renew annually for an additional four years, and includes a six month trial period. The only increase/decrease allowable over the term of the contract will be documented changes made by the United States Postal Service.

The first attached table summarizes proposed costs, including negotiated costs from two suppliers, from Stampede Mailing Services, Straham Automation and Mailing Services, and KC Presort. Staff from each participating agency served on the evaluation committee. Following the initial review, the committee invited KC Presorting and Stampede in to discuss and negotiate their proposals. The overall consensus was Stampede provided a more competitive proposal, and offered an easier transition as three agencies (City, County, and KU) are currently under a contract with Stampede. The committee believes the cost to transition to another firm has a monetary value.

The second table compares current costs with Stampede with their negotiated cost. To try and quantify the cost savings, I provided an annual cost based on one week's volumes. As you can see, under the new contract there would be an estimated savings of \$5,450 annually just for the County.

I will be available at the commission meeting to answer any questions you may have.

**RECOMMENDATION:** The Board of County Commissioners accepts the negotiated proposal for mail services and awards the contract to Stampede Mailing Services.

DESCRIPTION	MAIL SERVICES COST – TABLE # 1		
	KC Presort	Strahm Automation	Stampede Mailing Services
First Class Mail (1 oz.)	\$0.390 County, City, LMH \$0.414 HD, VNA, BN, KU <b>\$0.404 (all entities)</b>	\$0.414 includes metering/ sealing	\$0.390 postage + \$0.02 = \$0.410 <b>\$0.388 postage + \$0.02 = \$0.408</b>
First Class Mail (addl. cost per ounce)	\$0.125	\$0.008	\$0.125
Flat Mail (1 oz.)	\$0.757	\$0.725	\$0.811 <b>\$0.757</b>
Flat Mail (addl. cost per ounce)	\$0.170	\$0.170	\$0.20 <b>\$0.170</b>
Certificate of Mailing	\$1.40	\$1.150	\$1.15
Delivery Confirmation	\$1.05	\$0.800	\$0.80
Signature Confirmation	\$2.70	\$2.45 w/ receipt, \$2.05 electronic + postage	\$2.45
Certified Mail (without return receipt)	\$3.10	\$2.85 + postage	\$3.85 <b>\$2.85</b>
Certified Mail (with return receipt)	\$5.40	\$4.00 electronic receipt, \$5.15 w/ mailed receipt	\$6.15 <b>\$5.15</b>
Certified Mail (with return receipt & restrictive delivery requirements)	\$9.90	\$7.35 + postage	\$10.65 <b>\$9.65</b>
International Mail Metering Fee	NC	\$0.020	\$0.07 per piece <b>\$0.02</b>
Mail Seal (cost per piece)	NC	\$0.02 for standalone projects, FC postage includes metering/sealing	Included with metering
Folding (cost per piece)	\$0.01	\$0.025	\$0.006 <b>\$0.005</b>
Inserting (cost per piece)	\$0.01	\$0.025	\$0.02 <b>\$0.015</b>
Pickup Fee (cost by location)	NC	\$10.00	All 25 stops shown in RFP are included. New stops are \$2.00 per day. <b>New stops have 50 mail piece minimum for NC.</b>
Additional Pickup/Delivery Fee (special projects)	\$30.00	\$25.00 std. van; \$125 large truck	\$5.00
Other	Reserve the right to decrease pricing on letters for KU once we are afforded an opportunity to review mail mix. All flats and International will be permitted, not metered. All addl. postal products are priced in addition to full rate postage. All flats must be sealed prior to pickup or \$0.05 sealing fee will apply.	All reporting, providing electronic change of address from FastForward, Lunch N Learns, seminars or special training classes, custom presort ticket are provided for each entity and/or dept. at no charge.	

Red Identifies: **NEGOTIATED ITEMS**

<b>STAMPEDE COMPARISON – TABLE # 2</b>		
	<b>Current (Stampede)</b>	<b>Stampede (Negotiated)</b>
First Class Mail (1 oz.)	\$0.438	\$0.408
First Class Mail (addl. cost per ounce)	\$0.125	\$0.125
Flat Mail 1 oz	\$0.88	\$0.757
Flat Mail (addl. cost per ounce)	\$0.20	\$0.17
Certificate of Mailing	NA	\$1.15
Delivery Confirmation	\$1.15	\$0.80
Signature Confirmation	NA	\$2.45
Certified Mail (w/o return receipt)	\$2.85	\$2.85
Certified Mail (w/ return receipt)	\$5.15	\$5.15
Certified Mail (with return receipt & restrictive delivery requirements)	\$10.09	\$9.65
International Mail Metering Fee	\$0.05	\$0.02
Mail Seal	NC	NC
Folding Cost (cost per piece)	\$0.005	\$0.005
Inserting Cost (cost per piece)	\$0.02	\$0.015
Pick Up Fee (cost by location)	\$1.50 (only 1 added stop)	NC - 25 stops New stops have 50 mail piece minimum for NC.
<b>Estimated Annual Cost (based on 1 week's volumes)</b>	<b>\$81,843.32 (\$1,573.91 x 52 weeks)</b>	<b>\$76,393.20 (\$1,469.10 x 52 weeks)</b>

## COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and among the Secretary of Social and Rehabilitation Services for the State of Kansas, for and in the name of the Department of Rehabilitation Services and the State of Kansas (hereinafter referred to as "Secretary"), the City of Lawrence, Kansas (hereinafter referred to as "City"), and the Board of County Commissioners of Douglas, Kansas (hereinafter referred to as "County").

### RECITALS

WHEREAS, in an effort to reduce expenses and meet his budget for the State of Kansas Fiscal Year 2012, the Secretary has announced his plans to close the Lawrence SRS Office (hereinafter the "Lawrence Office"), currently located at 1900 and 1901 Delaware, Lawrence, Kansas.

WHEREAS, the City and County believe that closure of the Lawrence Office will have a far-reaching negative impact upon the City, County, State, and their residents and, as a result, seek to avoid closure of the Lawrence Office.

WHEREAS, the Secretary has agreed to keep the Lawrence Office open under the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

### TERMS OF AGREEMENT

1. Purpose. The parties enter into this Agreement to cooperate with each other, with the City and County providing the Secretary with temporary funding assistance that would keep the Lawrence Office open while providing substantially the same level of service out of the Lawrence Office.

2. Agreement of the City. The City agrees as follows:

a. The City agrees to provide temporary funding assistance to the Secretary the sum of \$225,000, in 10 payments of \$22,500. All payments shall be sent to 915 SW Harrison St., 6<sup>th</sup> Floor, Topeka, KS 66612-1354, or such other address as the Secretary may provide in the future.

b. The City agrees to make the foregoing funding assistance payments on February 1, 2012 and the first day of every other month (April 2012, June 2012, August 2012, October 2012, December 2012, February 2013, April 2013, June 2013, and August 2013) until the last payment is made on August 1, 2013; provided, however, that if any payment date is on a weekend, holiday, or

other date that the State offices are not generally open for business, the City agrees to make payment on the next succeeding business day.

3. Agreement of the County. The County agrees to provide temporary funding assistance to the Secretary the sum of \$225,000, in 10 payments of \$22,500, payable on the same dates and at the same location as provided in Section 2.

4. Agreement of the Secretary. SRS agrees as follows:

a. The Secretary agrees not to close the Lawrence Office and to operate it at substantially the same level as current service through September 2013; provided, however, that if the City or County fail to comply with the temporary funding assistance provided for in Section 2 and Section 3, the Secretary shall have no continuing obligation to keep the Lawrence Office open through such date.

b. The Secretary agrees that if, during the term of this Agreement, the Kansas Legislature acts in a way to alleviate the need for local funding to keep the Lawrence Office open, the County and City are immediately released from any further temporary funding obligations.

c. The Secretary agrees that he prefers to keep the Lawrence Office open and operating at substantially the same level as current service from and after its fiscal year beginning July 1, 2013, without expecting further funding from the City or County (other than the temporary funding assistance payment provided for in Section 2 and Section 3 that is due August 1, 2013). The Secretary agrees that, in fiscal years beginning July 1, 2013 and thereafter, the Secretary will make a good faith effort to obtain adequate appropriations and expend said appropriations for that purpose.

5. Approval and Authorization. Each of the persons signing this Agreement warrants and represents that he or she is duly authorized to execute and deliver this Agreement on behalf of the party for whom he or she is signing.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

7. Counterparts. This Agreement may be executed in counterparts, all of which shall collectively consist of a single contract.

8. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

9. Effective Date. This Agreement shall take effect upon the date fully executed by all parties.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates stated below and made effective as of the Effective Date.

**CITY:**

CITY OF LAWRENCE, KANSAS

By: \_\_\_\_\_  
Aron Cromwell, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Jonathan Douglass, City Clerk

**COUNTY:**

BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS  
COUNTY, KANSAS

By: \_\_\_\_\_  
Jim Flory, Chair

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

**ATTEST:**

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

**SECRETARY:**

Kansas Department of Social and  
Rehabilitation Services

By: \_\_\_\_\_  
Robert Siedlecki, Secretary

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