

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended agenda

WEDNESDAY, MAY 1, 2013- 6:35 p.m. only

6:35 p.m.

- Proclamation declaring the week of May 5-11, 2013 as "Correctional Officers' and Employee' Week" in Douglas County (Ken McGovern)
- Proclamation declaring May 2013 as "Bike Month" and May 13-17, 2013 as "Bike to Work Week" (Jessica Mortinger)
- Proclamation declaring May 2013 as "Building Safety Month" (Linda Finger)
- Proclamation declaring May 2013 as "Mental Health Month" (David Johnson)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of a Notice to Township for Cereal Malt Beverage License for VanGo Special Event (Clerk's Office);
- (c) Consider authorization to accept bid for supply of precast box culvert replacement at 00.50N-20.19E, Project No. 00502019 (Keith Browning); and
- (d) Consider recommendation contract award for a new generator for the Judicial Law Enforcement (Jackie Waggoner)

REGULAR AGENDA

- (2) Schedule a fence viewing pursuant to K.S.A. Chapter 29 (Craig Weinaug)
 - (3) Consideration of a Special Event Permit (SEP 2013-01) for a concert promoting RockRoad Pursuits, to be held on June 22, 2013 on the property known as 1849 E 800 Rd, Baldwin City, Ks (and the adjoining property to the south under the same ownership, which is on the north side of the watershed lake). The application has been submitted by Hadley Warwick for the property owner of record, V-Bar T Ranch, LLC." (Linda Finger)
 - (4) Consider approval to solicit bids for construction of Project No. 2013-5, surfacing and minor drainage improvements to E 1750 Road from the Baldwin City limits to Route 12.(Keith Browning)
 - (5) Grant Recommendations for the Natural and Cultural Heritage Grant Program (Larry McElwain and Julia Manglitz)
 - (6) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Lawrence Douglas County Housing Authority (2) positions 06/13
 - Lawrence Douglas County Metropolitan Planning Commission 05/13
 - Property Crimes Compensation Board 04/13
 - (c) Public Comment
 - (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, MAY 8, 2013

WEDNESDAY, MAY 15, 2013

- Consider approval of Cereal Malt Beverage License for VanGo Special Event (Clerk's Office)

WEDNESDAY, MAY 22, 2013-Cancelled

WEDNESDAY, MAY 29, 2013

-Proclamation for "Relay for Life Week" (Betty Parks)

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



Office of the County Commission
PROCLAMATION
For Douglas County, Kansas

- WHEREAS:** Historically, correctional officers have been viewed as "guards," occupying isolated and misunderstood positions in jails, working as much behind the scene as anyone can be. No group of county employees has a more difficult or less publicly visible job than the dedicated men and women who work in our correctional facilities; *and*
- WHEREAS:** Correctional personnel work under demanding circumstances and face danger in their daily lives. They demonstrate a selfless commitment to ensuring public safety by the diligent supervision of inmates, sentenced offenders, and adjudicated juveniles; *and*
- WHEREAS:** Our professional correctional personnel give hope, provide a good example and encourage positive change in those who are under their supervision. They accomplish the Sheriff's Office Corrections Division's mission by providing safe, secure, humane, and legal treatment for all inmates, and by fostering a successful re-entry into our community; *and*
- WHEREAS:** The important work of correctional Officers often does not receive the recognition from the public it deserves; *and*
- WHEREAS:** It is appropriate that we honor the work and dedication of our professional correctional officers and employees, for they are a vital component of the criminal justice system and provide an invaluable service to our community; *and*
- WHEREAS:** National Correctional Officers Week has been celebrated nationwide during the first full week of May since 1984.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, do hereby proclaim May 5 – 11, 2013 as **"CORRECTIONAL OFFICERS' AND EMPLOYEES' WEEK"**

Dated this 1st day of May, 2013 .

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

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member



Office of the County Commission

PROCLAMATION

Declaring May 2013 as "Bike Month" and
May 13-17, 2013 as "Bike-to-Work Week"
In Douglas County, Kansas

- WHEREAS:** For more than a century, the bicycle has been an important part of the lives of most Americans; and
- WHEREAS:** Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and a high quality family recreational activity; and
- WHEREAS:** Douglas County seeks to form and foster partnerships with bicyclists and incorporate bicycling as a part of the multi-modal regional transportation system designed to serve all Douglas County residents regardless of their travel mode choice; and
- WHEREAS:** The education of cyclists and motorists as to the proper and safe operation of bicycles and motor vehicles is important to ensure the safety and comfort of all roadway and path users; and
- WHEREAS:** Douglas County seeks to encourage symbiotic partnerships with organizations to promote bicycle awareness and education through the efforts of the Lawrence-Douglas County Bicycle Advisory Committee and other groups; and
- WHEREAS:** The League of American Bicyclists and independent cyclists throughout Kansas are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and
- WHEREAS:** The League of American Bicyclists has designated May as National Bike Month; and
- WHEREAS:** The Lawrence-Douglas County Bicycle Advisory Committee has requested that the Douglas County Commission proclaim the month of May 2013 as Bike Month.

NOW, THEREFORE, Be it proclaimed by the Board of County Commissioners of Douglas County, Kansas, that the month of May 2013 be recognized as "**BIKE MONTH**" and also proclaim the week of May 13-17, 2013 as "**Bike-To-Work Week**" in Douglas County, Kansas.

ADOPTED this 1st day of May, 2013.

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

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member



Office of the County Commission

PROCLAMATION

Declaring May 2013 as
Building Safety Month in Douglas County

- WHEREAS:** Continuing efforts to address the issues of safety, energy efficiency, and resilience in buildings that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and
- WHEREAS:** Our confidence is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry – who work year-round to ensure the safe construction of buildings; and
- WHEREAS:** Modern building codes include safeguards to protect the public from natural disasters such as snowstorms, tornadoes, fires and earthquakes; and
- WHEREAS:** Building Safety Month is an opportunity to remind the public about the critical role of our communities' local code officials – largely unknown guardians of public safety – who assure us of safe, efficient and livable buildings; and
- WHEREAS:** This year's theme "Building Safety Month: Code Officials Keep You Safe" encourages all Americans to become more aware of the importance of building safety and to take appropriate steps to ensure that the places where we live, learn, work, worship and play are safe; and
- WHEREAS:** Each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, proclaims the month of May 2013, as

"BUILDING SAFETY MONTH"

ADOPTED this 1st day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member



Office of the County Commission

PROCLAMATION

2013 Mental Health Month
in Douglas County, Kansas

- WHEREAS:** The U.S. Surgeon General states that mental health is fundamental to health, personal well-being, family, and interpersonal relationships, and contributes to community and society; and
- WHEREAS:** Mental illness affects one in four Americans every year, regardless of age, gender, race, ethnicity, religion, or economic status; and
- WHEREAS:** The U.S. Surgeon General has found that a range of treatments exists for most mental disorders and the efficacy of mental health treatments are well documented; and
- WHEREAS:** Douglas County, Kansas has made a commitment to community-based systems of mental health care for all residents; and
- WHEREAS:** The guiding principles of community mental health care have always been comprehensiveness, cost-efficiency, effective management, and high-quality and consumer-responsive services; and
- WHEREAS:** Mental Health America, the National Council for Community Behavioral Healthcare, and the Bert Nash Community Mental Health Center observe Mental Health Month every May to raise awareness and understanding of mental health and illness;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, do hereby proclaim the month of May 2013, as

"MENTAL HEALTH MONTH"

in Douglas County and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illness.

ADOPTED this 1st day of May, 2013.

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

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Clinton Marina Parking Lot Special Event** to sell Cereal Malt Beverages at retail for consumption on the premises: **1329 E 800 Road** on **June 15th, 2013** only.

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

Done by the Board of County Commissioners this 1st day of May, 2013

CHAIRMAN

COUNTY CLERK

(SEAL)

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

MEMORANDUM

To : Board of County Commissioners

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

Date : April 25, 2013

Re : Consent Agenda authorization to accept bid for supply of precast box culvert
Culvert replacement at 00.50N-20.19E
Project No. 00502019

We have received bids from two manufacturers for supplying an 8' span x 4' high x 38' long precast reinforced concrete box culvert. The culvert is needed to replace the existing deficient culvert located at 2019 N 50 Road.

Two bids were received as follows:

<u>Supplier</u>	<u>Bid</u>
Oldcastle Precast	\$19,810.00
Cretex Concrete Products	\$26,500.00

The culvert replacement project will be constructed by department forces. Construction is scheduled for this October.

I request BOCC authorization to accept the low bid from Oldcastle Precast in the amount of \$19,810.00. The CIP includes \$75,000 allocated for this project.

Action Required: Consent Agenda authorization for the Public Works Director to accept the low bid from Oldcastle Precast in the amount of \$19,810.00 for fabrication and supply of a precast concrete box culvert for Project No. 00502019.



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 Recommendation of Bid Award for a New Diesel Generator

DATE: April 26, 2013

In September 2012, Scott Ruf received commission approval to solicit bids to replace the diesel generator at the Judicial & Law Enforcement Center (JLE), and relocate the existing generator. The current generator only provides back-up power for Emergency Communications, Emergency Operations Center, and some Lawrence Police and Douglas County Sheriff functions related to continuity of operations. At that time we estimated the project cost to be \$500,000.

The new generator for JLE would provide back-up power for the entire building. We initially thought this would require a 900Kw generator, but with ongoing energy conservation measures the County has been pursuing in this building we were able to reduce the generator to a 750Kw. Our bid included relocating our existing generator to the Douglas County Fairgrounds which would support back-up power to three buildings (Bldg. #21, Dreher, and Arena). As you may recall, the Fairgrounds serves as our backup location for the Emergency Operations Center and as an emergency location for evacuating inmates for the corrections facility, and the Dreher building is designated for IT disaster recovery.

One bid submitted by P1 Group was received in response to our solicitation. While they were the only supplier who responded to our bid solicitation, three manufactures provided them quotes on their generators. Below identifies the bid from P1 Group:

Labor, material, and equipment cost for new generator: (includes 2 years warranty/3000 factory hours)	\$285,428
Labor, material, and equipment cost to relocate existing generator:	<u>\$175,572</u>
TOTAL COST	<u>\$461,000</u>

While we do not expect any change orders, there are unknown expenses or circumstances that could increase our cost. For this reason, I ask you provide the County Administrator with the authority to approve change orders up to 5% (\$23,050).

I will be available at the meeting (or before) to answer any questions you may have.

RECOMMENDATION: The Board of County Commission approves a contract with the P1 Group for the new generator and relocating the existing generator in the amount of \$461,000, and authorizes the County Administrator to approve change orders up to 5% of that amount.

Kansas Statutes

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Chapter 29: Fences

Articles:

- [Article 1: Legal Enclosures](#)
- [Article 2: Fence Viewers](#)
- [Article 3: Partition Fences](#)
- [Article 4: Miscellaneous Provisions](#)
- [Article 5: Shelter Belt Snow Fence Law](#)

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Page generated: 2010-02-27

Kansas Statutes

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Chapter 29: Fences

Article 1: Legal Enclosures

Statutes:

- [29-101: Enclosure of domestic animals with fence required.](#)
- [29-102: Construction and composition of fences.](#)
- [29-103: Fences composed of posts and wires.](#)
- [29-104: What deemed legal and sufficient fences.](#)
- [29-105: Barbed-wire fence deemed legal fence; construction.](#)
- [29-106: Fencing extensive tracts in certain counties; gates and hitching posts.](#)
- [29-107: Penalty for interfering with such fence or leaving gates open.](#)
- [29-108: Declaration of policy relating to domestic animal trespass; liability for damages.](#)
- [29-109: Electric fence deemed legal fence; construction and composition.](#)

29-101: Enclosure of domestic animals with fence required. All domestic animals, other than cats and dogs, shall be enclosed with a fence sufficiently close, composed of posts and rails, posts and palings, posts and planks or palisades, posts and wire, rails alone, laid up in the manner commonly called a worm fence, or turf, with ditches on each side, of stone, or a hedge in existence on July 1, 1986, composed either of thorn or Osage orange.

History: G.S. 1868, ch. 40, § 1; R.S. 1923, 29-101; L. 1986, ch. 195, § 2; July 1.

29-102: Construction and composition of fences. All fences composed of posts and rails, posts and palings, posts and planks, or palisades, or of stone, or composed of posts and wires, or those composed of turf, shall be at least four feet high. Those composed of rails, commonly called a worm fence, shall be at least four and one-half feet high to the top of the rider, and shall be thoroughly staked and ridered, or if not staked and ridered shall have the corners locked with strong rails, stakes or posts. Those composed of stone shall be at least 18 inches wide at the bottom and 12 inches wide at the top. Those composed of turf shall be thoroughly staked and ridered, and shall have a ditch on the outside not less than two feet wide at the top and three feet deep. With respect to all fences composed of rails or lumber, the bottom rail, board or plank shall not be more than two feet from the ground. All such fences shall be substantially built and sufficiently close to prevent domestic animals, other than cats and dogs from going through. All hedge fences shall be of such height and thickness as will be sufficient to enclose domestic animals other than cats and dogs.

History: G.S. 1868, ch. 40, § 2; L. 1873, ch. 88, § 1; R.S. 1923, 29-102; L. 1986, ch. 195, § 3; July 1.

29-103: Fences composed of posts and wires. In fences composed of posts and wires, the posts shall be of ordinary size for fencing purposes, and set in the ground at least two feet deep and not more than twelve feet apart, with holes through the posts or staples on the side not more

than fifteen inches apart, to admit four separate strands of fence wire not smaller than No. 9, and shall be provided with rollers and levers, at suitable distances, to strain and hold the wire straight and firm.

History: G.S. 1868, ch. 40, § 3; Oct. 31; R.S. 1923, 29-103.

29-104: What deemed legal and sufficient fences. Fences of the material and of the height and sufficiency aforesaid, and all brooks, rivers, creeks, ditches and constructions which shall be equivalent thereto, in the judgment of the fence viewers within whose jurisdiction the same may be, shall be deemed legal and sufficient fences.

History: G.S. 1868, ch. 40, § 4; Oct. 31; R.S. 1923, 29-104.

29-105: Barbed-wire fence deemed legal fence; construction. (a) Except as otherwise provided in subsection (b), and in addition to fence declared by law to be a legal fence, the following shall be a legal fence: A barbed-wire fence, of not less than three wires, with the third wire from the ground not less than 44 inches nor more than 48 inches from the ground, and the bottom wire not more than 24 inches nor less than 18 inches from the ground, with the center wire equidistant, or nearly so, between upper and lower wires. All such wires shall be well stretched and barbed, barbs to average not more than nine inches apart and such barbed wire shall be composed of two wires not smaller than No. 13, or one wire not smaller than No. 9, or wires having not less than 950 pounds breaking strength. All such wires shall be securely fastened to posts, which shall not be more than two rods apart and not less than 20 inches in the ground, and set in a workmanlike manner or the posts may be not more than 48 feet apart, with slats placed perpendicularly, not more than 12 feet apart, between the posts and fastened to the wires by staples, or with holes in the slats. Suspension fences shall not be subject to the requirements of this section.

(b) The board of county commissioners of any county, by resolution, may establish for a barbed-wire fence constructed after the effective date of such resolution construction requirements which are more stringent than the requirements under subsection (a). In those cases where a barbed-wire fence is located on a county line, the least restrictive requirements for construction of such fence shall apply.

History: L. 1883, ch. 113, § 1; R.S. 1923, 29-105; L. 1986, ch. 195, § 4; July 1.

29-106: Fencing extensive tracts in certain counties; gates and hitching posts. That whenever any person, persons or corporations shall fence and enclose extensive tracts of land of one hundred acres or over in extent for grazing purposes in the counties of Barber, Pratt, and Russell, and all counties west of range 15, west of the sixth principal meridian, in the state of Kansas, such person, persons or corporation shall provide a suitable swinging or lifting gate, constructed in such manner that it may be easily opened or closed, whenever said fence or enclosure crosses any road established by custom and usage but not a legally established public highway. Said gate shall be so constructed as to meet conveniently the requirements of the traveling public; and in addition to said gate, shall set posts on each side of said gate, at suitable distances therefrom, and of not less than four inches in diameter and not less than seven feet in

length, set not less than thirty inches in the ground, and for the purpose of tying any horse or team thereto, while any traveler is engaged in opening or closing said gate.

History: L. 1901, ch. 225, § 1; March 22; R.S. 1923, 29-106.

29-107: Penalty for interfering with such fence or leaving gates open. Any person who shall willfully molest or interfere with said fence or enclosure described in K.S.A. 29-106, by cutting wires or otherwise mutilating or tearing down said fence, or who shall willfully leave open any gate of said fence or enclosure, shall be deemed to have committed a misdemeanor, and shall be liable to a fine not exceeding fifty dollars.

History: L. 1901, ch. 225, § 2; March 22; R.S. 1923, 29-107.

29-108: Declaration of policy relating to domestic animal trespass; liability for damages. It is hereby declared that the policy of this state with respect to domestic animal trespass shall be that all such animals shall be enclosed by a lawful fence. It is further declared that, unless otherwise specifically provided by law, strict or absolute liability for damages for injury to any person or property resulting from domestic animal trespass shall not arise, and, in all such cases, the principles of ordinary negligence shall apply.

History: L. 1986, ch. 195, § 1; July 1.

29-109: Electric fence deemed legal fence; construction and composition. (a) In addition to fences otherwise declared by law to be a legal fence, an electrically charged wire fence with at least one 14 gauge wire or its equivalent not more than 48 inches from the ground and which is deemed by the fence viewers in whose jurisdiction such fence is located, to be equivalent to other legal fences, is hereby deemed a legal fence. The board of county commissioners of any county, by resolution, may elect to declare that such electrically charged wire fence shall not be a legal fence within the jurisdiction of such board. No electrically charged wire fence shall be erected or maintained in contact with public utility poles or lines or in any manner where there is danger or possibility of unreasonable interference with or damage to the equipment or service of a public utility without the permission of the public utility. No utility which furnishes electricity shall have or incur any liability to any person in the event of electric power failure to or for any electric fence.

(b) The board of county commissioners of any county, by resolution, may establish for an electrically charged wire fence constructed after the effective date of such resolution construction requirements which are more stringent than the requirements under subsection (a). In those cases where an electrically charged wire fence is located on a county line, the least restrictive requirements for construction of such fence shall apply.

History: L. 1986, ch. 195, § 5; July 1.

Kansas Statutes

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Chapter 29: Fences

Article 2: Fence Viewers

Statutes:

- [29-201: County commissioners as fence viewers; designees.](#)
- [29-202: Penalty for neglect of duty.](#)
- [29-203: Compensation and expenses.](#)

29-201: County commissioners as fence viewers; designees. The board of county commissioners, in each county in this state, or their designees, shall be fence viewers in each township of such county. Any action taken by the board pursuant to 29-201 et seq., and amendments thereto, shall require a majority vote of the board of county commissioners. If the board appoints designees to act as fence viewers, any recommendation of such designees shall not be effective unless approved by a majority of the board of county commissioners.

History: G.S. 1868, ch. 40, § 5; R.S. 1923, 29-201; L. 1949, ch. 270, § 1; L. 2005, ch. 78, § 1; July 1.

29-202: Penalty for neglect of duty. Any fence viewer who shall, when requested, unreasonably neglect to view any fence or to perform any duty required of him in this act, shall forfeit and pay the sum of ten dollars, and shall also be liable to the party injured for all damages consequent upon such neglect.

History: G.S. 1868, ch. 40, § 6; Oct. 31; R.S. 1923, 29-202.

29-203: Compensation and expenses. Each fence viewer shall be entitled to receive seven dollars and fifty cents (\$7.50) as full compensation for each fence viewed, to be paid in the first instance by the party or parties requiring the services; and all expenses of the view shall be borne equally between the parties interested, except in case of a view to appraise damages for neglect or refusal to make or maintain a just proportion of a division fence, in which case the costs of view shall be paid by the party in default, to be recovered as a part of the damages assessed.

History: G.S. 1868, ch. 40, § 7; R.S. 1923, 29-203; L. 1949, ch. 270, § 2; July 1.

Kansas Statutes

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Chapter 29: Fences

Article 3: Partition Fences

Statutes:

- 29-301: Maintenance.
- 29-302: Neglect to repair or rebuild.
- 29-303: Complainant may repair or rebuild, when; recovery; attorney's fee.
- 29-304: Controversies; settlement by fence viewers.
- 29-305: Failure to erect or maintain assigned part; recovery of cost and attorney's fee.
- 29-306: Assignment of viewers; agreement between owners of adjoining land; recordation.
- 29-307: Party building more than his share.
- 29-308: Partition fences to be kept in good repair.
- 29-309: What occupants not required to contribute towards partition fence.
- 29-310: Proceedings when one common owner desires to occupy land in severalty.
- 29-311: Throwing land open.
- 29-312: Rights of party not improving land adjoining partition fence.
- 29-313: Owner enclosing his unenclosed land shall pay for one half of partition fence.
- 29-314: Fence on boundary line between counties; viewers.
- 29-315: Owner defined; notice; liability to tenant or occupant.
- 29-316: Fence may be built on partition line; removal.
- 29-317: Partition fence wholly on one side of line.
- 29-318: Fence on line between townships where hogs prohibited from running at large in one and not the other; damages.
- 29-319: Making partition fence hog-tight.

29-301: Maintenance. The owners of adjoining lands shall keep up and maintain in good repair all partition fences between them in equal shares, so long as both parties continue to occupy or improve such lands, unless otherwise agreed.

History: G.S. 1868, ch. 40, § 8; Oct. 31; R.S. 1923, 29-301.

29-302: Neglect to repair or rebuild. If any party neglect to repair or rebuild a partition fence, or the portion thereof which he ought to maintain, the aggrieved party may complain to the fence viewers, who, after due notice to each party, shall examine the same, and if they determine that the fence is insufficient, shall signify it, in writing, to the delinquent occupant of the land, and direct him to repair or rebuild the same within such time as they may judge reasonable.

History: G.S. 1868, ch. 40, § 9; Oct. 31; R.S. 1923, 29-302.

29-303: Complainant may repair or rebuild, when; recovery; attorney's fee. If such fence be not repaired or rebuilt accordingly, the complainant may repair or rebuild it, and the same

being adjudged sufficient by the fence viewers, and the value thereof, with their fees, being ascertained by them and certified under their hands, the complainant may demand of the owner of the land where the fence was deficient, the sum so ascertained; and in case of neglect to pay the same for one month after written demand, may recover it, with interest at the rate of one percent per month, by action in any court of competent jurisdiction. In any such action the court shall allow the prevailing party a reasonable sum for attorney's fee.

History: G.S. 1868, ch. 40, § 10; R.S. 1923, 29-303; L. 1949, ch. 270, § 3; July 1.

29-304: Controversies; settlement by fence viewers. When any controversy shall arise about the rights of the respective owners in partition fences, or their obligations to keep up and maintain the same in good repair, and if they cannot agree among themselves, either party may apply to the fence viewers of the township in which such fence may be situated, who, after a reasonable notice to the other party, shall proceed, on application as aforesaid, to view such fence, and assign to each party, in writing, his equal share or part of such partition fence, to be by him kept up and maintained in good repair; which assignment shall be recorded by the register of deeds of the county in a book to be provided for that purpose, and shall be final, conclusive and binding upon the parties, and upon all the succeeding occupants of the lands, and they shall be obliged thereafter to maintain their respective portions of said fence.

History: G.S. 1868, ch. 40, § 11; Oct. 31; R.S. 1923, 29-304.

29-305: Failure to erect or maintain assigned part; recovery of cost and attorney's fee. If a party neglect or refuse to erect or maintain the part of the fence assigned him by the fence viewers, it may be erected and maintained by the aggrieved party in the manner before provided, and he shall be entitled to recover the ascertained cost thereof, with interest at the rate of one percent per month and a reasonable attorney's fee to be fixed and allowed by the court, by action in any court of competent jurisdiction; and the amount recovered, with costs, shall be a lien against the land chargeable with the same.

History: G.S. 1868, ch. 40, § 12; L. 1901, ch. 218, § 1; R.S. 1923, 29-305; L. 1949, ch. 270, § 4; July 1.

29-306: Assignment of viewers; agreement between owners of adjoining land; recordation. All assignments of the fence viewers shall be certified and signed by them and shall contain a certain description of the lands divided by such partition fence and the names of the owners thereof. Any agreement entered into prior to the effective date of this act between the owners of adjoining land in relation to the division of partition fences between them shall also contain a pertinent description of such lands, and such agreement, acknowledged or proved as conveyances of land, may be recorded in the office of the register of deeds of the proper county in the same manner as an assignment of fence viewers. Any agreement or modification of an existing agreement entered into on or after the effective date of this act between the owners of adjoining land in relation to the division of partition fences between them shall also contain a pertinent description of such lands, and such agreement, acknowledged or proved as conveyances of land, shall be recorded in the office of the register of deeds of the proper county in the same manner as an assignment of fence viewers. Any such assignment or agreement,

duly recorded as provided in this article, shall be binding upon the parties and all succeeding owners of the lands.

History: G.S. 1868, ch. 40, § 13; R.S. 1923, 29-306; L. 1985, ch. 127, § 1; July 1.

29-307: Party building more than his share. When in any controversy between owners of adjoining lands as to their respective rights in any partition fence, it shall appear to the fence viewers that either of the owners had, before any complaint made to them, voluntarily erected the whole fence, or more than his just share of the same, or otherwise become proprietor thereof, the other occupant shall pay for so much as may be assigned to him to repair or maintain, the value of which shall be ascertained and recovered in the manner hereinbefore provided.

History: G.S. 1868, ch. 40, § 14; Oct. 31; R.S. 1923, 29-307.

29-308: Partition fences to be kept in good repair. All partition fences shall be kept in good repair throughout the year, unless the owners of the land on both sides otherwise agree.

History: G.S. 1868, ch. 40, § 15; Oct. 31; R.S. 1923, 29-308.

29-309: What occupants not required to contribute towards partition fence. No person not wishing his land enclosed, and not occupying or using it otherwise than in common, shall be compelled to contribute to erect or maintain any fence dividing between his land and that of an adjacent owner; but when he encloses or uses his land otherwise than in common, he shall contribute to the partition fence as in this act is provided.

History: G.S. 1868, ch. 40, § 16; Oct. 31; R.S. 1923, 29-309.

29-310: Proceedings when one common owner desires to occupy land in severalty. When lands owned in severalty have been enclosed in common without a partition fence, and one of the owners is desirous to occupy his land in severalty and the other refuses or neglects, on demand, to divide the line where the fence should be built, or to build a sufficient fence on his part of the line when divided, the party desiring it may notify the fence viewers who shall give written notice to both owners that unless said owners agree on the erection of said fence, the viewers will, in not less than twenty nor more than 40 days, divide and assign said line and, in writing, assign a reasonable time (having regard to the season of the year) for making the fence; and if either party neglect to comply with the decision of the viewers within the time assigned, the other party, after making his own part, may make the other part, and recover the ascertained value thereof, with interest at the rate of one percent per month, together with the fees of the fence viewers as above provided and a reasonable attorney's fee to be fixed and allowed by the court.

History: G.S. 1868, ch. 40, § 17; R.S. 1923, 29-310; L. 1949, ch. 270, § 5; July 1.

29-311: Throwing land open. When one party shall desire to throw his land open and leave it unenclosed, he shall not take away any part of the partition fence belonging to him and adjoining the next enclosure, if the owner or occupant of such enclosure will, within two months after the same shall be ascertained, pay therefor such sum as the fence viewers shall, in writing, under their hands, determine to be the value of such partition fence belonging to such party.

History: G.S. 1868, ch. 40, § 18; Oct. 31; R.S. 1923, 29-311.

29-312: Rights of party not improving land adjoining partition fence. If any person shall determine not to improve any part of his land adjoining any partition fence that may have been divided according to the provisions of this act, and shall give six months' notice, in writing (provided such notice be served between the first day of July and the first of October), of such determination to all the adjoining owners or occupants of lands, he shall not be required to keep up or maintain any part of such fence during the time his lands shall lie open and unimproved; and he may thereafter remove his portion thereof, if the owner or occupant of the adjoining land will not pay therefor as provided in the preceding section.

History: G.S. 1868, ch. 40, § 19; Oct. 31; R.S. 1923, 29-312.

29-313: Owner enclosing his unenclosed land shall pay for one half of partition fence. When land which has been unenclosed is enclosed, the owner thereof shall pay for one half of each partition fence between his land and the adjoining lands, the value to be ascertained and stated in writing, under their hands, by the fence viewers, in case the parties cannot agree; and if the owner enclosing as aforesaid shall neglect, for sixty days after the value has been so ascertained and demand made, to pay the same, the owners of such partition fences may recover, with interest, as hereinbefore provided; or the party enclosing may, at his election, rebuild and make half of each of such partition fences, and if he neglect so to do for sixty days after making such election, he shall be liable as before provided.

History: G.S. 1868, ch. 40, § 20; Oct. 31; R.S. 1923, 29-313.

29-314: Fence on boundary line between counties; viewers. If the line upon which a partition fence is to be made or to be divided is the boundary line between counties or if such line is partly in one county and partly in another, two of the fence viewers shall be the chairpersons of the board of county commissioners of the respective counties. If such commissioners cannot agree, they shall select a third commissioner from the county fence viewers in the two counties, and their assignment, in order to be binding and effectual, must be recorded, as hereinbefore provided, in each of such counties. A county commissioner may appoint a designee to serve as a fence viewer in place of such commissioner.

History: G.S. 1868, ch. 40, § 21; R.S. 1923, 29-314; L. 1949, ch. 270, § 6; L. 2005, ch. 78, § 2; July 1.

29-315: Owner defined; notice; liability to tenant or occupant. The word "owner," under the provisions of this act, shall be held to include and apply to the occupant or tenant, when the owner does not reside within the county; and no proceedings under this act shall bind the owner, unless he shall be notified; but he shall be liable to the occupant or tenant for the cost and expense of erecting and maintaining, under the provisions of this chapter, any partition fence upon the line of his land, unless there in a special agreement to the contrary.

History: G.S. 1868, ch. 40, § 22; Oct. 31; R.S. 1923, 29-315.

29-316: Fence may be built on partition line; removal. A person building a fence may lay the same upon the line between his own land and the land adjacent, so that the fence may be partly on one side of such line and partly on the other; and the owner shall have the same right to remove it as if it were wholly on his own land.

History: G.S. 1868, ch. 40, § 23; Oct. 31; R.S. 1923, 29-316.

29-317: Partition fence wholly on one side of line. The foregoing provisions concerning partition fences shall apply to fences standing wholly upon one side of the division line, and used as a partition fence.

History: G.S. 1868, ch. 40, § 24; Oct. 31; R.S. 1923, 29-317.

29-318: Fence on line between townships where hogs prohibited from running at large in one and not the other; damages. In all cases where fences are built upon township lines, between townships in one of which hogs are prohibited from running at large and in the other of which they are not prohibited from running at large, such fence shall be built in the manner prescribed in the first article of this act [*] for fences in townships where hogs are not prohibited from running at large: *Provided*, That the owner of any hogs shall be liable for all damages sustained by any person in consequence of such hogs crossing such township lines by way of the highway.

History: G.S. 1868, ch. 40, § 25; Oct. 31; R.S. 1923, 29-318.

29-319: Making partition fence hog-tight. Whenever any owner of land enclosed in part by a partition fence desires to make hog-tight any part of the fence enclosing his premises, constructed or maintained by the owner of the adjoining land, he may attach to such partition fence, in a secure and workmanlike manner, woven wire at least two feet in height, so as to prevent hogs from getting through such fence.

History: L. 1905, ch. 264, § 1; June 8; R.S. 1923, 29-319.

Kansas Statutes

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Chapter 29: Fences

Article 4: Miscellaneous Provisions

Statutes:

- 29-401: Liability for neglect to maintain or repair portion of partition fences.
- 29-402: Domestic animals breaking into enclosure.
- 29-403: Assessment of damages by fence viewers.
- 29-404: Recovery by civil action of damages assessed; attorney's fee.
- 29-405: Fence not of proper height or kind; costs.
- 29-406: Removal of fence built upon land of another by mistake; damages.
- 29-407: Limitations on removal.
- 29-408: Taking trespassing animals into possession.
- 29-409: Cruelty to domestic animals; damages.
- 29-410 to 29-418:
- 29-419:
- 29-420:
- 29-421:
- 29-422, 29-423:

29-401: Liability for neglect to maintain or repair portion of partition fences. If any person liable to contribute to the erection of a partition fence shall neglect or refuse to make and maintain his proportion of such fence, or shall permit the same to be out of repair, he shall not be allowed to have and maintain any action for damages incurred, but shall be liable to pay to the party injured all such damages as shall accrue to his lands and the crops, fruit trees and shrubbery thereon, and fixtures connected with the said land, such damage to be assessed by the fence viewers, on application of the party injured, one day's notice in writing having been first given to the party liable, either by delivering to him personally or by copy left at his usual place of abode, that such application for assessment of damages had been made, and the time when the fence viewers would attend to make such assessment.

History: G.S. 1868, ch. 40, § 26; Oct. 31; R.S. 1923, 29-401.

29-402: Domestic animals breaking into enclosure. If any horse, mule or ass, or any neat cattle, hogs or sheep, or other domestic animals, shall break into any enclosure, and the owner or occupant thereof shall consider himself aggrieved thereby, such person may apply to the fence viewers of the township in which such enclosure may be situate, having first given at least one day's notice, in writing, to the owner or keeper of such trespassing animal, if known to him, or by leaving a written notice at the place of abode of such person, of his intended application, and also of the time when the fence viewers will attend to examine the fence and investigate the subject of damages; and the said fence viewers shall forthwith repair to the place where such injury shall have been done, and there diligently examine the fence over or through which such trespassing animal shall have broken or entered into any such enclosure.

History: G.S. 1868, ch. 40, § 27; Oct. 31; R.S. 1923, 29-402.

29-403: Assessment of damages by fence viewers. If in the opinion of said fence viewers such fence is a good and sufficient fence, according to the provisions of this act, they shall proceed, upon view and inquiry, to assess the damages sustained by such applicant from such trespassing animal or animals; which assessment, including the sum due for their services, they shall make out and certify, in writing, subscribe their names thereto, and deliver the same to the person sustaining such damage; and all expenses of the view shall be borne equally between the parties interested, except in case of a view to appraise damages for neglect or refusal to make or maintain a just proportion of a division fence, in which case the costs of view shall be paid by the party in default, to be recovered as a part of the damages assessed.

History: G.S. 1868, ch. 40, § 28; Oct. 31; R.S. 1923, 29-403.

29-404: Recovery by civil action of damages assessed; attorney's fee. If any party against whom damages shall be assessed by the fence viewers under the provisions of this act shall fail or refuse to pay the damages so assessed, after the same shall have been demanded, and after receiving a copy of such assessment made by the fence viewers as aforesaid, the same may be recovered by civil action in any court of competent jurisdiction; and in all such actions the assessments of the fence viewers, subscribed by them, shall be received in all courts as prima facie evidence of the amount of damages actually sustained by the party in whose favor given and in all such actions the court shall fix and allow to the prevailing party a reasonable attorney's fee.

History: G.S. 1868, ch. 40, § 29; R.S. 1923, 29-404; L. 1949, ch. 270, § 7; July 1.

29-405: Fence not of proper height or kind; costs. If the fence viewers shall be of opinion that such fence is not of the height and sufficiency required by this act, the person calling upon them to examine the same shall pay all the costs of such view and examination, to be recovered in a civil action in the name of the said fence viewers, with costs of suit, in the district court of the county in which the defendant may reside.

History: G.S. 1868, ch. 40, § 30; R.S. 1923, 29-405; L. 1977, ch. 105, § 12; July 1.

29-406: Removal of fence built upon land of another by mistake; damages. When a person has made a fence on an enclosure which afterwards, on making division lines, is found to be on lands of another, and the same has occurred through mistake, such first person may enter upon the land of the other and remove his fence and material within six months after such line has been run, upon his first paying or offering to pay the other party for any damages to the soil which may be occasioned thereby; and when the parties cannot agree as to the damage, the fence viewers may determine it as in other cases.

History: G.S. 1868, ch. 40, § 31; Oct. 31; R.S. 1923, 29-406.

29-407: Limitations on removal. But such fence shall not be removed, if it was made of timber or other material taken from the land on which it is built, until the party pays to the

owner of the land the value of the timber or other material, to be ascertained by the fence viewers; nor shall a fence be removed at a time when the removal will throw open or expose the crop of the other party, but it shall be removed within a reasonable time after the crop is secured, although the six months above specified have passed.

History: G.S. 1868, ch. 40, § 32; Oct. 31; R.S. 1923, 29-407.

29-408: Taking trespassing animals into possession. If any of the animals mentioned in this act break free of their lawful enclosure, and trespass on land owned by another person, the owner or occupant of the land may take into possession such animal trespassing, and keep the same until damages, with reasonable charges for feeding and keeping, and all costs of suit, be paid, to be recovered in any court of competent jurisdiction.

History: G.S. 1868, ch. 40, § 33; R.S. 1923, 29-408; L. 1986, ch. 195, § 8; July 1.

29-409: Cruelty to domestic animals; damages. If any person or corporation shall hurt, wound, kill, lame or destroy, or cause to be hurt, wounded, killed, lamed or destroyed, by running over or against, shooting, worrying with dogs, or otherwise, any of the animals mentioned in this act, when such animals are upon premises which are not enclosed with a sufficient fence as prescribed in this act, or when any such animals are upon the unenclosed premises of any such person or corporation, such person or corporation so offending shall satisfy and pay the owner of any such animal or animals full damages therefor, with costs.

History: G.S. 1868, ch. 40, § 34; Oct. 31; R.S. 1923, 29-409.

29-410 to 29-418:

History: G.S. 1868, ch. 40, pp. 496 to 498, §§ 1 to 9; R.S. 1923, 29-410 to 29-418; Repealed, L. 1986, ch. 195, § 9; July 1.

29-419:

History: L. 1897, ch. 95, § 1; R.S. 1923, 29-419; L. 1927, ch. 219, § 1; Repealed, L. 1986, ch. 195, § 9; July 1.

29-420:

History: R.S. 1923, 29-420; Repealed, L. 1986, ch. 195, § 9; July 1.

29-421:

History: R.S. 1923, 29-421; Repealed, L. 1986, ch. 195, § 9; July 1.

29-422, 29-423:

History: L. 1897, ch. 95, §§ 5, 6; R.S. 1923, 29-422, 29-423; Repealed, L. 1986, ch. 195, § 9; July 1.

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Kansas Statutes

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Chapter 29: Fences

Article 5: Shelter Belt Snow Fence Law

Statutes:

- [29-501, 29-502:](#)
- [29-503, 29-504:](#)
- [29-505 to 29-508:](#)

29-501, 29-502:

History: L. 1941, ch. 8, §§ 1, 2; Repealed, L. 1995, ch. 117, § 1; July 1.

29-503, 29-504:

History: L. 1941, ch. 8, §§ 3, 4; Repealed, L. 1969, ch. 429, § 3; Jan. 1, 1970.

29-505 to 29-508:

History: L. 1941, ch. 8, §§ 5 to 8; Repealed, L. 1995, ch. 117, § 1; July 1.

AD - Crabtree, Robin

From: AD - Weinaug, Craig
Sent: Monday, December 31, 2012 8:27 AM
To: AD - Crabtree, Robin
Subject: FW: Dunn's request for fence viewing

For the fence viewing letter.

Craig

From: Corey Dunn [<mailto:coreyandunn@yahoo.com>]
Sent: Sunday, December 30, 2012 11:32 PM
To: AD - Weinaug, Craig
Subject: Re: Dunn's request for fence viewing

Hi Craig,
I received your voice mail Friday and wanted to provide a couple of mailing address vs physical address.

Raymond and Sally Dunn
✓ PO Box 835
Baldwin City, KS 66006

✓ Corey Dunn
3932 Aster St
Lawrence, KS 66049

Thank you,
Corey

From: "weinaug@douglas-county.com" <weinaug@douglas-county.com>
To: coreyandunn@yahoo.com
Cc: jflory@douglas-county.com; mgaughan@douglas-county.com; nthellman@gmail.com
Sent: Wednesday, December 26, 2012 1:49 PM
Subject: RE: Dunn's request for fence viewing

Corey:

Please call me when you can so we can talk about this. My phone number is 832-5328.

Craig

From: Corey Dunn [<mailto:coreyandunn@yahoo.com>]
Sent: Tuesday, December 18, 2012 10:14 AM
To: AD - Weinaug, Craig
Subject: Dunn's request for fence viewing

Craig,

I have mailed a signed copy of the attached letter to your office this morning. Attached to this email should be the letter along with a county map of our property line.

Please let me know if there is anything further you may need.

Thank you for looking into this,

Corey Dunn
785-760-1817

This_email_has_been_scanned_by_the_MessageLabs_Email_Security_System.

AG LAW



S E R I E S

Kansas Fence Law

Kansas State University
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Border Wars: The Building and Maintaining of Partition Fences

For rural landowners, perhaps one of the most common and contentious issues involves disputes concerning partition fences. Partition fences are those that separate adjoining lands. Kansas has numerous laws concerning partition fences, but recent court opinions have pointed out the inadequacies of some of those provisions.

General Rules

In general, the owners of adjoining lands are required to build and maintain in good repair all partition fences in equal shares, unless the parties agree otherwise.¹ In practice, however, many adjoining landowners adopt the "right-hand" or "left-hand" rule — they face each other at the mid-point of their fence and agree to build and/or maintain the portion of the fence to either their respective right or left. But in Kansas, the law states that building and maintenance is to be in equal shares rather than in halves.²

Kansas is a fence-in jurisdiction.³ That means that livestock owners are required to fence their animals in.⁴ But, as stated above, state law requires that the owners of adjoining lands build and maintain in good repair all partition fences in equal shares.⁵ That sometimes creates problems when a livestock owner shares a partition fence with a crop farmer or other landowner who does not graze livestock and, hence, has no need for a fence. In addition, if the adjacent nonlivestock owners do not participate in the maintenance of their share of the partition fence, and injury results to them because of the defec-

tive fence that they were required to maintain, they cannot recover for damages caused by the adjacent landowner's stock.⁶ Also, a nonlivestock owner will be held liable to others who are damaged by the neighbor's livestock escaping through the defective partition fence.⁷

Kansas law does indeed provide that if nonlivestock owners do not want their land enclosed, they cannot be forced to build or pay for an equal share of any partition fence.⁸

The statute states:

"No person not wishing his land enclosed, and not occupying or using it otherwise than in common, shall be compelled to contribute to erect or maintain any fence dividing between his land and that of an adjacent owner; but when he encloses or uses his land otherwise than in common, he shall contribute to the partition fence ..."⁹

By its language, two conditions must be satisfied before the statute applies — one party must not want their land enclosed, and the adjoining tracts must be used in common. Unfenced tracts are not used in common when they are used for different purposes (i.e., crop raising and cattle grazing). Thus, when a crop farmer (or other nonlivestock owner) adjoins a livestock owner, both adjoining landowners must contribute an equal share to the building or maintaining of a partition fence because the tracts are not used in common. While K.S.A. 29-309 has never been interpreted by an appellate court in Kansas, the Kansas attorney general has twice opined that the statute applies only to relieve a landowner from responsibility for sharing equally the cost of building and maintaining partition fences when the land is used in common and the complaining party does not want the fence.¹⁰

Procedure for Handling Fence Disputes

In some instances, adjoining landowners may come to an agreement as to how to allocate the responsibility between themselves for the building and/or maintenance of a partition fence. If an agreement is reached, it may be wise to put the agreement in writing and record it in the register of deeds office in the county where the fence is located. If the adjoining landowners cannot reach an agreement concerning fence building and/or maintenance, the "fence viewers" should be called.

Under Kansas law, the county commissioners in the county where the fence in question is located are the fence viewers.¹¹ They either may act together collectively as a board, or any two of them¹² may be appointed to serve as the fence viewers. Either of the adjoining landowners may apply to the fence viewers to resolve the conflict. The fence viewers will view the fence in controversy and then assign to each party, in writing, an equal share or part of the fence to build, maintain, or repair. The decision of the fence viewers is recorded at the register of deeds office in the county where the fence is located¹³ and, while they are acting as fence viewers, their decision is final, conclusive, nonappealable, and binding upon the parties and all succeeding occupants of the land.¹⁴

However, if the commissioners do not appoint "any two of them" to serve as the fence viewers, any decision concerning fence building and/or maintenance is deemed to be an opinion of the county commissioners as a board and is appealable under K.S.A. 19-223.¹⁵ If either party decides to disregard the ruling of the fence viewers, the other party may erect, repair, or maintain the entire fence

and charge the nonperforming party for its share of the cost of the fence plus interest and attorney fees, if legal action is necessary for collection.¹⁶

However, a recent Kansas Court of Appeals opinion requires the fence viewers be called not only to make an initial view of the fence, but also to view the fence whenever there is any subsequent argument between adjacent landowners concerning the partition fence.¹⁷ Thus, if one party disregards the initial ruling of the viewers, the other party cannot build the nonperforming party's portion of the fence or make necessary repairs until the viewers have made a second view and determined that the fence in question needs to be built or repaired. After the repairs have been made, a bill cannot be sent to the nonperforming party until the viewers have made a third view to certify the work and the amount claimed due.¹⁸

What Type of Fence Can Be Required?

Generally, the fence viewers can require the parties to build only what is a legal fence in the county. They cannot require a higher-quality fence. A legal fence, by law, is a three-wire barbed wire fence,¹⁹ but other types of fences in addition to barbed wire can be legal fences under Kansas law.²⁰ However, since the county commissioners can enact more stringent legal fencing requirements on a county-wide basis, they could require these higher standards to be followed by adjoining landowners in partition fence controversies.²¹

Are Fence Maintenance Statutes Constitutional?

While there is no recorded appellate court opinion in Kansas construing the constitutionality of the portion of the Kansas fence statutes requiring nonlivestock owners to build and maintain an equal share of a partition fence, challenges have been made in other states with similar statutes.²²

For example, in a 1989 Vermont case,²³ a nonlivestock owner refused to contribute toward the maintenance of a partition fence with his livestock-owning neighbor. The livestock owner built the fence and then brought an action against the nonlivestock owner to recover for payment of the nonlivestock owner's share of the cost of building the fence. The nonlivestock owner asserted that the fence law was unconstitutional, and the Supreme Court of Vermont agreed. The Iowa Supreme Court was also recently faced with a similar factual setting and held that the existing fence statute requiring nonlivestock owners to build and maintain partition fences in equal shares to be constitutional.²⁴

In a 1997 Pennsylvania case,²⁵ the plaintiff owned property in a town bordered on three sides by the defendant's property. During the time of the parties' ownership of the properties, no fence had ever existed on or near the boundary between the parties' properties. The plaintiff, in accordance with Pennsylvania law, requested that the court order the defendant to pay an equal share of the cost of erecting a division fence between the properties. The defendant refused. The court, in construing the fence law, did not strike the fence law down on constitutional grounds, but noted that while the statute required adjoining landowners to erect division fences, the statute

also focused on whether the fence was a "sufficient" fence as required by law. To be a "sufficient" fence, the court reasoned, a fence must keep livestock fenced in to protect other persons and property from trespassing livestock. As such, the court held that the fence law did not apply to persons not owning livestock and that such persons are not required to share the cost of a partition fence with a livestock-owning neighbor. The court thus reasoned that this meant a fence must be construed as having been built for a particular purpose for the statute to apply (i.e., to protect property from trespassing livestock). As such, the court held that the fence law did not require an adjoining landowner who does not keep livestock to share the cost of a fence with a livestock-owning neighbor.

Responsibility for Highway Fences

In some states, it is conventional to expect landowners to build highway fences. Other states, such as Kansas, have resolved the issue by delegating to the state highway commission or department of transportation the responsibility to build and maintain highway fences.

In a recent Kansas case, the scope of the duty of the Kansas Department of Transportation (KDOT) with respect to the maintenance of highway fences was at issue. The Kansas Supreme Court, in reversing the judgment of the Kansas Court of Appeals and reinstating a jury verdict against KDOT of \$1.2 million, held that KDOT has a duty to maintain a highway in a reasonably safe condition.²⁶ The duty, the court reasoned, included a duty to maintain highway fences, and that KDOT's breach of that duty contributed to the injuries and damages that the plaintiff sustained. The court reasoned that the evidence supported

a finding that livestock entered the highway by crossing a downed highway fence, rather than through a nearby double-box culvert that KDOT was not responsible for fencing. The court rejected KDOT's argument that it had a duty to maintain only highway fences behind which livestock grazed.²⁷

Concluding Thought

The best way to avoid fence disputes with adjoining landowners is to maintain communication and have at least a general understanding of the Kansas rules involving partition fence building and maintenance. Many conflicts may be able to be resolved by mutual agreement of the parties. If an irreconcilable dispute does arise, it may be best to involve the fence viewers as soon as possible. In any event, it remains clear that good fences make good neighbors.

Endnotes

- 1 K.S.A. 29-301.
- 2 *Id.*
- 3 K.S.A. 29-101.
- 4 *Id.* See also K.S.A. 47-122.
- 5 See *supra* note 1 and accompanying text. See also *Griffith v. Carrothers*, 86 Kan. 93 (1911) (intent of partition fence law is that adjoining landowners are under obligation to maintain partition fences in equal shares).
- 6 K.S.A. 29-401.
- 7 *Id.* See, e.g., *Smith v. Ott*, 100 Kan. 136, 163 Pac. 918 (1917).
- 8 K.S.A. 29-309.
- 9 *Id.*
- 10 See Kan. Att'y. Gen. Op. No. 83-43 (Mar. 25, 1983) and 87-28 (Feb. 16, 1987).
- 11 K.S.A. 29-201.
- 12 *Id.*
- 13 K.S.A. 29-304.

- 14 K.S.A. 29-304.
- 15 See *Kaplan v. Johnson County Commissioners*, 269 Kan. 122, 3 P.3d 1270 (2000).
- 16 K.S.A. 29-305.
- 17 *Schwartz v. Kunze*, 22 P.3d 618 (Kan. Ct. App. 2001).
- 18 *Id.* The court seemed persuaded by the supposed need of having the fence viewers see the situation before action is taken and direct what is to be done.
- 19 K.S.A. 29-105.
- 20 See K.S.A. 29-102.
- 21 K.S.A. 29-105(b); K.S.A. 29-109(b).
- 22 The argument is that fence statutes requiring a nonlivestock owner to contribute toward the building and/or maintenance of a partition fence that the nonlivestock owner does not need or want constitutes a taking of the nonlivestock owner's private property without just compensation, in violation of the Fifth Amendment.
- 23 *Choquette v. Perrault*, 153 Vt. 45, 569 A.2d 455 (1989).
- 24 *Gravert v. Nebergall*, 539 N.W.2d 184 (Iowa 1995).
- 25 *Fogle v. Malvern Courts*, 701 A.2d 265 (Pa. Supr. Ct. 1997).
- 26 *Reynolds v. Kansas Dept. of Transportation*, 43 P.3d 799 (Kan. 2002), rev'g, 30 P.3d 1041 (Kan. Ct. App. 2001).
- 27 Before reversal by the Kansas Supreme Court, the Kansas Court of Appeals had held that KDOT need not build and maintain livestock-tight fences, reasoning that the purpose of a highway fence is to restrict vehicular access to a roadway, rather than keep livestock fenced in. *Reynolds v. Kansas Dept. of Transportation*, 30 P.3d 1041 (Kan. Ct. App. 2001), rev'd, 43 P.3d 799 (Kan. 2002).

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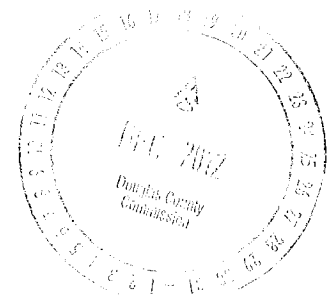
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December 17, 2012

Craig Weinaug
County Administrator
1100 Massachusettes St
Lawrence, KS 66044
Re: Dunn's request for fence viewing



Raymond C. Dunn, Sally S. Dunn and Corey A. Dunn, Trustees of the Raymond C. Dunn Revocable Trust, and lessee, Robin R. Dunn are requesting a fence viewing between the properties of Raymond Dunn and Margaret Counts. This request is being made after repeated refusal to assist with fence repairs by owner Margaret Counts and lessee Tim Barrett from the spring of 2011 to present.

Dunn property description: 502 Eisenhower Rd, Baldwin City, KS 66006. Section 34, Township 14, Range 20. (See attached map.)

From spring of 2011 until present, The Dunns have put in over 1500 man hours on the fence line dividing the two properties and have used over \$800 of fencing supplies, with no assistance from Mrs. Counts or Tim Barrett.

From 2004 to 2011, Tim Barrett leased both properties. For seven years, in lieu of money, fences were to be repaired on the Dunn property. During this period, divider fences between the Dunn and Counts property were cut by Barrett to allow his cattle to come and go between said properties. In 2011, Robin Dunn began leasing the pasture from Raymond Dunn. At this time Raymond asked Tim to move his cattle back to Counts' property and also help repair the divider fences. Tim refused and his response was that he was, "Too busy."

From 2011 to present, all repairs to the divider fences have been made by the Dunns. In November 2012, Robin, along with witness Chris Lorman, went to Margaret and Tim to request help with the fences. The current fencing is not strong enough to keep Tim Barrett's 3 bulls and Robin's cows apart. Margaret and Tim informed Robin that they would run bulls whenever they wanted. Margaret also informed Robin that she has been here longer than the Dunns which seemed to imply exception of fence repair. Her final comment to Robin was that if she didn't like it, she could get her cattle out and that neither Margaret nor Tim would be making any fence repairs.

After further investigation and discussion with Ron Skaggs, former neighbor and farm manger of Mrs. Counts, Skaggs states, "Fences were old, out dated and need of repair as of 1975."

In summary, from 2004 to 2011, Tim Barrett cut dividing fences which allowed his cattle to graze freely between both properties and has since refused to make necessary repairs to separate the two herds.

In November 2012, Robin has removed her cattle from the Dunn property due to lack of cooperation from Margaret Counts. Because of this fencing dispute, we request a fence viewing as soon as possible.

Sincerely,

Owners: Raymond C. Dunn, Sally S. Dunn and Corey A. Dunn

Raymond C. Dunn Date: 12-17-12

Sally S. Dunn Date: 12-17-12

Corey A. Dunn Date: 12-17-12

Lessee: Robin R. Dunn

Robin R. Dunn Date: 12-17-12

✓
✓
✓
Raymond C. Dunn, Sally S. Dunn and Corey A. Dunn, Trustees of the Raymond C. Dunn Trust Under Agreement Dated April 15, 2008

Owners of property: 34-14-20
502 Eisenhower Rd
Baldwin City, KS 66006
785-760-1817
coreyanddunn@yahoo.com

✓
Robin R. Dunn, Lessee of Raymond Dunn

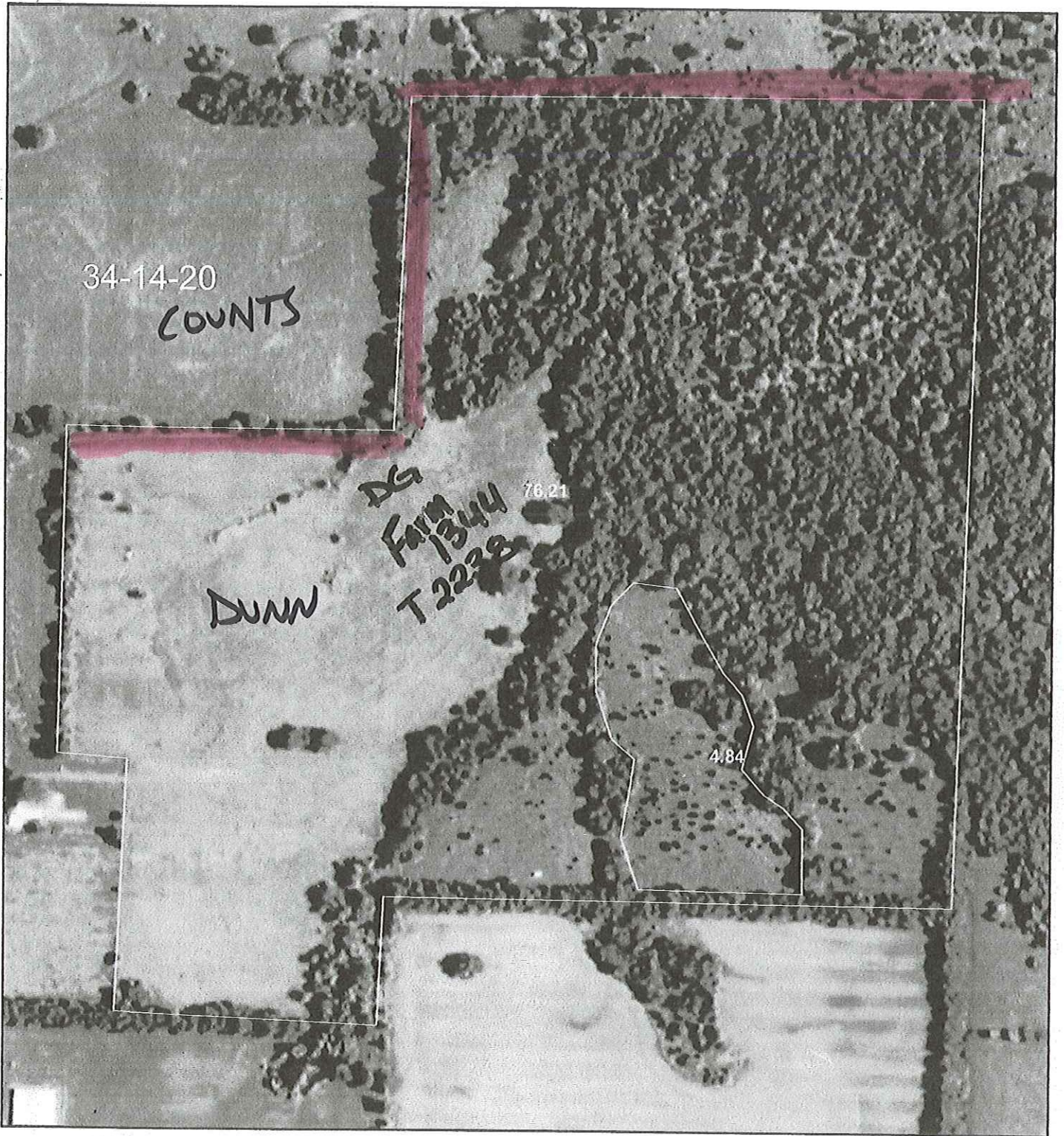
4553 Ohio Rd
Wellsville, KS 66092
785-418-9957
dunnslanding@yahoo.com

✓
Margaret Counts

1780 N 375th Rd
Baldwin City, KS 66006
785-594-6640

✓
Tim Barrett, Lessee of Margaret Counts

2016 N 200th Rd
Wellsville, KS 66092
785-979-2044



United States Department of Agriculture
Farm Service Agency

Franklin County, KS

1:3,676

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

**DIVIDER
FENCE**



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
cweinaug@douglas-county.com

G. Craig Weinaug
County Administrator

December 31, 2012

Tim Barrett
2016 N 200th Road
Wellsville, KS 66092

Dear Tim,

Douglas County has received a request from Raymond C. Dunn, Sally S. Dunn and Corey A. Dunn, Trustees of the Raymond C. Dunn Revocable Trust, and lessee Robin R. Dunn, for a fence viewing a fence between two parcels of property located in Douglas County. An attachment is included showing the location of the fence.

As a result of the request, I have spoken with Corey Dunn representing the property owners of the land on the southeast side of the fence, and Tim Barrett who leases the land on the northwest side of the fence. Both parties agreed to make an effort to resolve the dispute with regard to the division of responsibilities for maintenance of the fence through mediation by the county, before a viewing by the County Commissioners is scheduled. Both parties recognize that if this effort fails to reach an agreement that is satisfactory to both parties, that either party can still ask for a fence viewing by the county commissioners to resolve the dispute.

As a first step in the mediation process, I am sending all of the addressees of this letter, copies of the Kansas State Statutes that address the legal responsibilities of the respective property owners on either side of a respective fence.

Having talked to both Tim Barrett and Corey Dunn, I can tell you that both have arguments as to why each party has done a fair share of the maintenance of the fence. The purpose of the county's effort at mediation will not be to determine who is right and who is wrong in the dispute, but rather to find a solution that both parties think is fair. While I am interested in hearing any facts or history behind each party's past expense in building and maintaining the fence, I am just as interested in any ideas that each party has to resolve the dispute.

If the mediation effort fails, and a fence viewing performed by the County Commissioners becomes necessary, the resultant decision will be legally enforceable on both parties, and could very easily result in a significantly greater expense to both parties than a resolution that the two parties reach on their own.

Any decision reached by the County Commission would be enforceable against the property owners of the two parcels. But since the expense for any decision may end up being paid by the lessees and/or owners of the property, I will therefore leave it up to each of the addressees of this letter as to who attends any meeting that will be scheduled to attempt a mediation of the dispute.

I will be calling Corey Dunn, and Tim Barrett sometime during the week of January 7th to find a date that is convenient for all of the parties to meet in an effort to reach an agreement. If any of the rest of the addressees of this letter would like me to call you, I will be happy to do that.

If any of you have any questions about this, please feel free to call me during business hours at 832-5328.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Craig Weinaug". The signature is fluid and cursive, written in a dark ink on a white background.

G. Craig Weinaug
County Administrator

cc: County Commissioners
Evan Ice
Raymond and Sally Dunn
Corey Dunn
Robin R. Dunn
Margaret Courts

Attachments:

Map showing boundary
KSA Chapter 29 with supplements

PARTITION FENCE AGREEMENT

THIS PARTITION FENCE AGREEMENT (hereinafter, this "**Agreement**") is made and entered into _____, 2013 by and between Raymond C. Dunn, Sally S. Dunn and Corey A. Dunn, Trustees, or their successors in trust, under the RAYMOND C. DUNN REVOCABLE TRUST, under the agreement dated April 15, 2008; and Sally S. Dunn, Raymond C. Dunn and Corey A. Dunn, Trustees, or their successors in trust under the SALLY S DUNN REVOCABLE TRUST, under the agreement dated April 15, 2008 (hereinafter, collectively "**Dunn**") and Margaret Counts, Trustee under the MARGARET COUNTS TRUST, under the trust dated March 21, 1995 (hereinafter "**Counts**").

RECITALS

WHEREAS, Dunn owns the following described real estate:

Tax ID: 700353B

17.5A 34-14-20 E 27A OF N 53.5A OF SW 1/4 & 1A OFF S SIDE OF SE 1/4 NW 1/4, LESS 5A D 201/410, LESS 5.5A D 309/1730 WW35 (700353A DIV 2011)

AND

Tax ID: 700353A

55A 34-14-20 S 25A OF W 1/2 NE 1/4 & N 30A OF NW 1/4 SE 1/4 (700353A DIV 2011)

(hereinafter collectively, the "**Dunn Property**").

WHEREAS, Counts owns the following described real estate:

Tax ID: 700350B

166.96A 34-14-20 N 60A OF E 1/2 NE 1/4, LESS 6A LAKE TRS #11 & 11A, LESS 10.57A D 712/1067; ALSO N 55A OF W 1/2 NE 1/4; ALSO THAT PART OF E 30A N 1/2 NW 1/4 N & S OF PUB RD; ALSO E 76 FT OF SW 1/4 NW 1/4; ALSO SE 1/4 NW 1/4, LESS 1A OFF S SIDE & LESS 5.07A D 321/1530-31 WW35 (DIV 2001 700350B)

(hereinafter, the "**Counts Property**").

WHEREAS, the Dunn Property and Counts Property are adjacent to each other and a partition fence (hereinafter, the "**Partition Fence**") separates the two properties.

WHEREAS, the Partition Fence is in need of repair and reconstruction and, in the future, will require ongoing maintenance and reconstruction.

WHEREAS, the parties enter into this Agreement pursuant to K.S.A. 29-306, to define and specify their respective rights and obligations with respect to the repair, maintenance, construction, and reconstruct the Partition Fence.

TERMS OF AGREEMENT

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

1. *Purposes.* The purpose of this Agreement is to define and specify each party's respective rights and obligations with respect to the repair, maintenance, construction, and reconstruct the Partition Fence.

2. *Segments.* For purposes of allocating responsibilities, the Partition Fence is divided into the following four segments:

Segment 1 – The east-west segment of approximately 1,383 feet in length.

Segment 2 – The north-south segment of approximately 786 feet in length.

Segment 3 – The east-west segment of approximately 1,326 feet in length.

Segment 4 – The north-south segment of approximately 174 feet in length.

Each of the segments are identified graphically in Exhibit A, which is attached hereto.

3. *Obligations of the Dunn.* Dunn shall repair, maintain, construct, and reconstruct the following portions of the segments of the Partition Fence:

a. Segment 1 – Dunn is responsible for the western half of the Partition Fence along Segment 1, which is the left hand portion when standing on Dunn Property and looking north.

b. Segment 2 - Dunn is responsible for the southern half of the Partition Fence along Segment 2, which is the left hand portion when standing on Dunn Property and looking west.

c. Segment 3 – Dunn is responsible for the western portion of the Partition Fence along Segment 3 from the west end of Segment 3 to the middle of the creek crossing (to include one-half of the creek crossing), which is the left hand portion when standing on Dunn Property and looking north.

d. Segment 4 - Dunn is responsible for the northern half of the Partition Fence along Segment 4, which is the left hand portion when standing on Dunn Property and looking east.

4. *Obligations of the Counts.* Counts shall repair, maintain, construct, and reconstruct the following portions of the segments of the Partition Fence:

a. Segment 1 – Counts is responsible for the eastern half of the Partition Fence along Segment 1, which is the left hand portion when standing on Counts Property and looking south.

- b. Segment 2 - Counts is responsible for the northern half of the Partition Fence along Segment 2, which is the left hand portion when standing on Counts Property and looking east.
 - c. Segment 3 – Counts is responsible for the eastern portion of the Partition Fence along Segment 3 from the middle of the creek crossing to the east end of Segment 3 (to include one-half of the creek crossing), which is the left hand portion when standing on Counts Property and looking south.
 - d. Segment 4 - Counts is responsible for the southern half of the Partition Fence along Segment 4, which is the left hand portion when standing on Counts Property and looking west.
5. *Standards for Partition Fence.* The Partition Fence shall be repaired, maintained, constructed, and reconstructed as a legal fence in accordance with Kansas Fence Laws, K.S.A. 29-101 *et seq.*, as amended, with the following modifications:
- a. Any barb wire fence shall have a minimum of four strands, with the bottom wire not less than 18 inches above the ground and the top wire not less than 48 inches above the ground, with each of the four wires generally being within 15 inches of another wire.
 - b. If maintaining or repairing an existing woven fence, the woven fencing need not be removed but the woven wire shall be maintained and repaired to eliminate breaks and gaps in the fence and barb wire strands shall be added to satisfy the following requirements:
 - i. If the woven wire is 24 inches high, there shall be three additional strands of barb wire.
 - ii. If the woven wire is 36 inches high, there shall be two additional strands of barb wire.
 - iii. If the woven wire is 48 inches high, there shall be one strand of barb wire along the top.
6. *Gate in Segment 1.* The parties agree to jointly install and maintain a gate in the middle of Segment 1. Each side of the gate will require a corner post and brace, with Dunn installing and maintaining the corner post and brace on the side of Segment 1 for which Dunn is responsible and Counts installing and maintaining the corner post and brace on the side of Segment 1 for which Counts is responsible.
7. *Covenant Running With the Land; Binding Effect.* This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. The terms "Dunn" and "Counts," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named parties or their successors in and to real estate adjacent to the Partition Fence. A party's rights and obligations under this Agreement, however, terminate upon transfer of the party's

interest in such parties real estate adjacent to the Partition Fence, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8. *No Waiver.* The failure of a party to enforce the other party's default under this Agreement shall not constitute a waiver of such default or of any subsequent or like default, nor have the effect of waiving any damages to which the non-defaulting party might otherwise be entitled.
9. *Self Help.* If either party shall, at any time, fail to repair, maintain, construct, and reconstruct the portion of the Partition Fence assigned to such party under this Agreement and such default shall not be cured within 60 days after written notice thereof is given by the non-defaulting party, the non-defaulting party may repair, maintain, construct, or reconstruct the portions of the Partition Fence as may have fallen into disrepair and charge the defaulting party the reasonable costs and expenses therefore, including time at a reasonable rate that the non-defaulting party spent in such repair, maintenance, construction, or reconstruction. If the defaulting party fails to pay such costs and expenses within 30 days after receipt of an itemized invoice and demand, the non-defaulting party may commence a court action against the defaulting party to recover such costs and expenses.
10. *Applicable Law.* This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.
11. *Venue.* It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be exclusively in the Kansas State District Court located in Douglas County, Kansas. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
12. *Severability.* If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.
13. *Effective Date.* This Agreement shall take effect upon the date fully executed by both parties.
14. *Prior Agreements.* This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

DUNN:

RAYMOND C. DUNN REVOCABLE TRUST,
under agreement dated April 15, 2008

By: _____
Raymond C. Dunn, Trustee

By: _____
Sally S. Dunn, Trustee

By: _____
Corey A. Dunn, Trustee

SALLY S. DUNN REVOCABLE TRUST,
under agreement dated April 15, 2008

By: _____
Raymond C. Dunn, Trustee

By: _____
Sally S. Dunn, Trustee

By: _____
Corey A. Dunn, Trustee

COUNTS:

MARGARET COUNTS TRUST,
under trust dated March 21, 1995

By: _____
Margaret Counts, Trustee

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

SUBSCRIBED AND ACKNOWLEDGED before me _____, 2013, by Raymond C. Dunn, Sally S. Dunn, and Corey A. Dunn, Trustees, or their successors in trust, under the RAYMOND C. DUNN REVOCABLE TRUST, under agreement dated April 15, 2008.

Notary Public
My appointment expires:

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

SUBSCRIBED AND ACKNOWLEDGED before me _____, 2013, by Raymond C. Dunn, Sally S. Dunn, and Corey A. Dunn, Trustees, or their successors in trust, under the SALLY S. DUNN REVOCABLE TRUST, under agreement dated April 15, 2008.

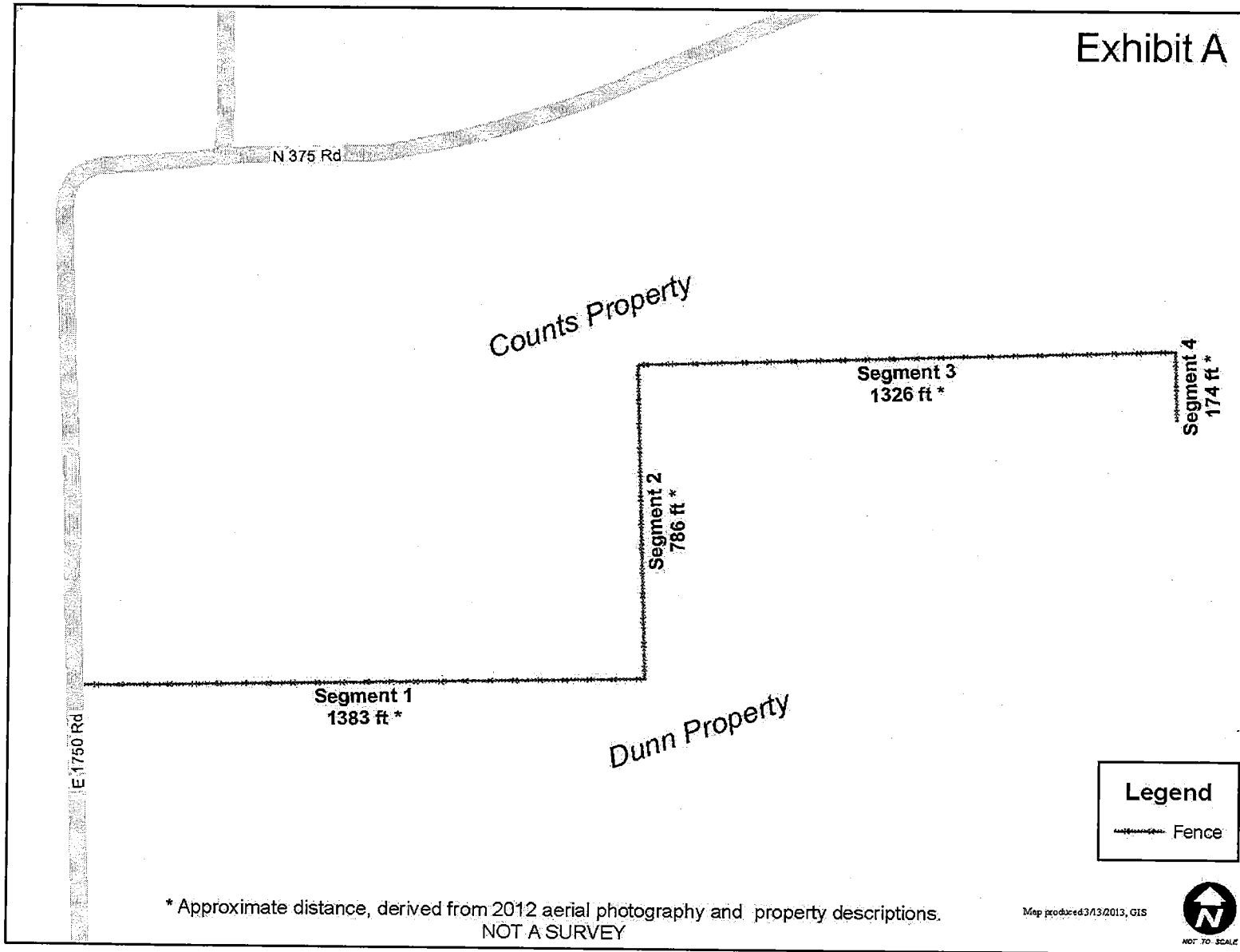
Notary Public
My appointment expires:

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

SUBSCRIBED AND ACKNOWLEDGED before me _____, 2013, by Margaret Counts, Trustee of MARGARET COUNTS TRUST, under trust dated March 21, 1995.

Notary Public
My appointment expires:

Exhibit A



* Approximate distance, derived from 2012 aerial photography and property descriptions.
NOT A SURVEY

Map produced 3/13/2013, GIS



SPECIAL EVENT PERMIT
"ROCKROAD FEST"
May 1, 2013

SEP 2013-01: A Special Event Permit request has been submitted for a one day promotional picnic and live concert event for family and friends to promote RockRoad Pursuits, a private enterprise operated by Peyton Warwick. This event is proposed to occur at 1849 N 800 Road from 11 AM to 11 PM on June 22, 2013, with a rain date of June 29, 2013. Submitted by Hadley Warwick, representing the property owner of record, V-Bar-T Ranch & Contracting, LLC.

GENERAL INFORMATION

Current Zoning and Land Use	A (Agricultural) zoning, rural residential property
Surrounding Zoning and Land Uses	A (Agricultural) zoning in all directions. Land uses to the north west and east are agricultural with farm residences. To the south are a watershed lake and rural residential uses

SUMMARY OF PROPOSED EVENT

A written description of the event was provided in Section D of the attached application. The points of interest required to be covered in the event description are:

- Describe the activities that will occur with this event.
- Describe proposed routes to site from nearest paved roads/County routes.
- Note any changes that may be required to traffic flow on the site or adjacent roadways.
- Explain any provisions that will be made for security or parking.
- Describe proposed site maintenance; including how the site will be cleaned following the event as well as how sanitation will be maintained during the event.
- Provide anticipated attendance with a not to exceed number.
- Describe how protection for pedestrians will be provided during the event. Vehicle and pedestrian circulation must be separated.
- Note provisions, if any, that are being made for portable toilets for event (include provider and disposal contractor) and potable water, if required by the Lawrence-Douglas County Health Department.
- Describe how ADA requirements will be met for parking and restroom facilities.
- If fireworks are proposed as part of the special event, note a separate permit and fee are required.
- If campfires or other open burning areas are proposed, provide a letter from the township fire department that this has been discussed with them.
- If parking is to be located on adjoining property, written consent of the affected landowner must be provided to the Director of Zoning and Codes prior to approval of the permit.
- If large trucks are required to provide staging, tents or other equipment for the event, note that the event area must be large enough to accommodate the turning radius of the

truck(s). Public road cannot be used for loading and unloading of equipment or materials.

- Provide written approval of proposed restroom and public water sources from the Douglas County Health Department (785.843.3060)
- Are portable electric generators proposed?

SITE PLAN AND SUPPLEMENTAL DOCUMENTS

Section E of the application requires a scalable plan or aerial photograph be provided with the application. This information included on the plan or aerial photo includes:

- Location and dimensions of the event area. (The event may not be located in the regulatory floodway and may not interfere with access into the site for emergency vehicles.)
- Distance from road right-of-way.
- Location and dimensions of any structures (tents, stages, booths, etc) used for the event.
- Provide plan showing that adequate off-street parking areas-including ADA accessible parking are provided for the event.
- Location and dimension of activity areas associated with the event.
- Location and materials used to separate activity area from parking or other areas, if needed.
- If vendors are associated with the event show their location, with dimensions, along with the type of structure to be used.
- If portable toilets will be used, show number and location on the site plan.
- If any exterior lighting is proposed with the event the plans should show the location and note that the sources shall be shielded or aimed so the direct illumination is confined to the property on which the event is located.
- If signage is to be used, the plan should show the location and note the proposed size.
- Any other information which pertains to the event.

There are three supporting documents that were submitted with the application to meet this requirement. The site plan, an aerial photograph with parking layout for the main parking lot and aerial photograph with parking layout for the overflow parking lot. These have been included with this staff review.

NOTIFICATIONS AND CERTIFICATE OF MAILING

A requirement of the Special Event Permit is that the application provides written notice to owners within 1000' of the proposed event and that a certification of this mailing be submitted as part of the application package. According to the Certificate of Mailing, written notices were sent to property owners within 1000' of 1849 N 800 Road on April 9th, 2013. A copy of the written notice provided is part of the application package that is submitted with this review.

REVIEW COMMENTS RECEIVED

Staff sent the application and supplemental materials to relevant county and township departments. Comments received were passed on to the applicant's representative, Mark Arensberg, who provided responses to the concerns/issues raised. Comments received and applicant responses are in the table below:

Dept/ Agency Comments Received	Applicant Response
<p>County Public Works</p> <ol style="list-style-type: none"> 1. The entrance off of E 1800 Road that is planned for egress from secondary parking area is in a regulated floodplain. However, much of the watershed upstream (east) of E 1800 Road is controlled by a watershed lake. Given recent hydrologic conditions, it is likely widespread flooding will not be a problem. 2. The section of E 1800 Road planned for egress from the secondary parking area is a Minimum Maintenance road. However, this section of road is in fairly good condition and receives periodic maintenance by Palmyra Twp. 3. The entrance off of E 1800 Road that is planned for egress from secondary parking area is about 380' south of a low water crossing (LWC) on E 1800 Road. People leaving the secondary parking area by this entrance and traveling north on E 1800 must cross this low water crossing. Much of the drainage area upstream of the LWC is not controlled by the watershed lake. So, a significant rain event could quickly result in flow over the roadway at the LWC. If this occurs, there should be no egress allowed from the secondary parking area onto E 1800 Rd. 	<p>Hadley Warwick contacted Keith Browning on April 22, 2013, and they discussed traffic flow from the overflow site (off E 1800 Rd). Traffic flow directed to the south, to County Rte 460, was agreed to be acceptable. There was also agreement reached on there being 2 traffic directors provided by the applicant – 1 at the driveway entrance (directing traffic south) and 1 at the top of the hill to the south (warning northbound traffic of the heavy on-coming traffic and directing southbound traffic to stay to the right at the crest of the hill). If there is a heavy rain event, barricades will be left on the right-of-way on Friday for use by the event organizers to block access to the north where the low water bridge is a problem.</p>
<p>Palmyra Township</p> <p>Palmyra Township does not have a water truck, but can borrow a water truck from Wakarusa Township or RD Johnson. She also commented that she has not been contacted by any representatives from the Rock Road Fest organization</p>	<p>Spoke with Elizabeth at the Township Office on April 22, 2013. She indicated they will borrow a water truck from a neighboring district/township.</p>
<p>Palmyra Fire Dept</p> <p>Fire Chief Demersseman talked to Mr. Warwick Wednesday evening about the following concerns:</p> <ol style="list-style-type: none"> 1. <u>Traffic Flow</u>. Because the terrain in this area is very hilly, he was concerned about drivers needing warning or caution signs. He also suggested creating a different route because of E 1800 Road being a minimum maintenance road. 2. <u>Culvert installation</u>. He commented that the existing entrance off N 800 Road is near a hill, suggested they contact Palmyra Township Trustee to install a culvert on the West side of the existing entrance. 3. <u>Bon Fires</u>. He is very concerned about the huge bon fire that 	<p>Applicant will provide responses to these comments at the meeting, as the comments were received at the time of staff report preparation.</p>

<p>was proposed for this event. He suggested that they should have no more than half a dozen "campfire size" fires, approximately 4' in dimension and with sufficient water supply to douse the fires. He thought they should have someone assigned to "man" the logs going into the fire so that there would be some control of the size of the fires.</p>	
<p>Sheriff's Dept Due to our staffing needs and prior commitments, we would be unable to properly staff the event and would recommend Mr. Warwick hire a private security firm.</p>	<p>Sheriff's Dept contacted on April 22, 2013, and comments discussed with Officer Pollack, who indicated no officers were available for hire on 06-22-13. Crowd Services Company, a private security provider out of KC, MO is putting together a bid on the event. They will have their site survey completed in the next week or so, and will provide a recommendation for the number of security personnel required to handle the proposed event. Services will be secured prior to the event.</p>
<p>Lawrence-Douglas County Health Dept It is my understanding that there will be approximately 350 people at this event. In terms of the Health Department's sanitation requirements we will need documentation for 4 requirements:</p> <ol style="list-style-type: none"> 1. At least 1 portable chemical toilet on-site per 100 people, at least one which is handicap accessible. If the numbers reach 500 or more you should consider 2 handicap accessible chemical toilets. 2. An adequate amount of waterless hand sanitizer on hand which has a minimum of 62% alcohol content (the label on the back of the bottle should have this information on it). 3. At least one gallon of potable drinking water on hand per person. 4. At least one dumpster on the property large enough to be adequate in size for how many people you are expecting. <p>Please have the chemical toilet business & the dumpster business send me something in writing that confirms that these 2 items will be available for the event.</p>	<p>Applicant will provide responses to these comments at the meeting, as they still need to contact Richard Ziesenis.</p>
<p>Lawrence-Douglas County EMS No comments received by time of staff report. Comments should be forthcoming.</p>	<p>Applicant will provide responses to these comments at the meeting, as the comments were received at the time of staff report preparation.</p>

SPECIAL EVENT PERMIT CRITERIA FOR APPROVAL

The Special Event Regulations are found in section 12-319 of the Zoning Regulations. Criteria for the types of events which require a special event permit are specifically described in section 12-319-8.04.

12-319-8.04

EVENTS WHICH REQUIRE SPECIAL EVENT PERMITS

Events which do not meet the criteria for exemption listed in Section 12-309-8.03 require a Special Event Permit.

- a. These include events which are open to the general public, whether or not an admission or entrance fee is charged. These events include, but are not limited to auctions, markets, sporting events, rallies, concerts, performances, festivals, fairs, carnivals, fundraisers, or similar public gatherings.
- b. Events may occur either with or without the sale or provision of alcoholic liquor or cereal malt beverages. The property owner or sponsor of the event is responsible for obtaining necessary liquor licenses. [Res.13-03]

Performance standards that must be met as part of an application of a Special Event Permit are delineated in section 12-319-8.07. Compliance with the nine standards established in this section, and "...any additional conditions deemed necessary by the Director of Zoning and Codes, or the Board of County Commissioners....to minimize any negative impacts to surrounding properties and protect the public health, safety and welfare" are necessary before an application can be approved.

The nine areas performance standards in section 12-319-8.07 are: noise, parking, event location, health & sanitation, lighting, signage, other permits and laws, structures, and site restoration. A summary of the applicant's attention to these standards is provided in an Attachment to the application. A summary of this response is provided below:

Traffic Flow & Proposed Routes –

Attendees will be directed from the west to use K-10 to E 1900 Road exit. Take E 1900 Rd to N 800 Road. Access to farm entrance is in less than ½ mile from paved road. Directional road signs will be posted along the route with event name and directional arrows. Traffic flow leaving the event should be the reverse of entering the event. Access from the east is not addressed.

Parking –

One point of vehicle ingress/egress provided on the main site. Parking attendances to direct traffic will be available during the event. Parking lot on site at 1849 N 800 Rd will accommodate up to 400 cars. Overflow parking area will be available off E 1800 Road.

Pedestrian circulation –

Cars will be guided by parking attendants to spaces, maintaining an 18-20 parking aisle.

Security –

Employees will be stationed in the parking lot and all pathways leading to the event. All walkways will be illuminated. No alcohol will be sold at the event. The entire site is fenced and all gates on the property will be locked to prevent attendees from trespassing onto adjacent properties. Palmyra Township will be called when emergency assistance is needed.

- Site Maintenance –** Numerous trash cans will be located throughout the site during the event. Entire area will be cleanse and sanitized the morning after the event. Township will have a water truck to water gravel roads around property the day of the event.
- Anticipated Attendance –** Attendance will not exceed 950 attendees. Anticipated attendance is 500 to 850.
- Pedestrian Protection/Safety –** Circulation between vehicles and pedestrians will, outside of the parking lots, be kept separate at all times. No pedestrians will be allowed on roads within or along the perimeters of the property.
- Portable Toilets –** Provider and number of toilets will be provided to County Health Dept. There will be 8-10 portable toilets. Deffenbaugh Industries will provide waste removal and Quick Portable Toilets are the providers for the portable toilets.
- ADA Requirements –** A minimum of 7 ADA parking spaces will be provided in the main parking lot. ADA compliant toilets will also be provided on-site.
- Fireworks or other special permits –** No fireworks are part of this event.
- Campfires –** 2 small campfires between parking and food vendors and food vendors and performance stage will be provided in the evening. These will be manned by employees at all times. Letter from Township Fire Dept that this has been discussed with them will be provided prior to the event.
- Large trucks –** Large trucks for setup of stage and tents or other event equipment will be accommodated on the site prior to the event. All turning maneuvers will occur on site. Trucks will arrive before the event, be parked, and not leave till the morning after the event.
- Portable electric generators –** These are anticipated to be necessary for the stage. The number and capacity will be provided prior to the event to Zoning & Codes Dept.

Staff Review and Recommendation

Notification letters required to be mailed to owners within 1000' of the special event. A certificate of mailing, submitted with the application, indicates these letters were mailed on .>>>

Staff had the application and supporting documentation posted on the Department's website 2 weeks prior to the public hearing date of May 1st. No communications have been received regarding this proposed event from other than the reviewers.

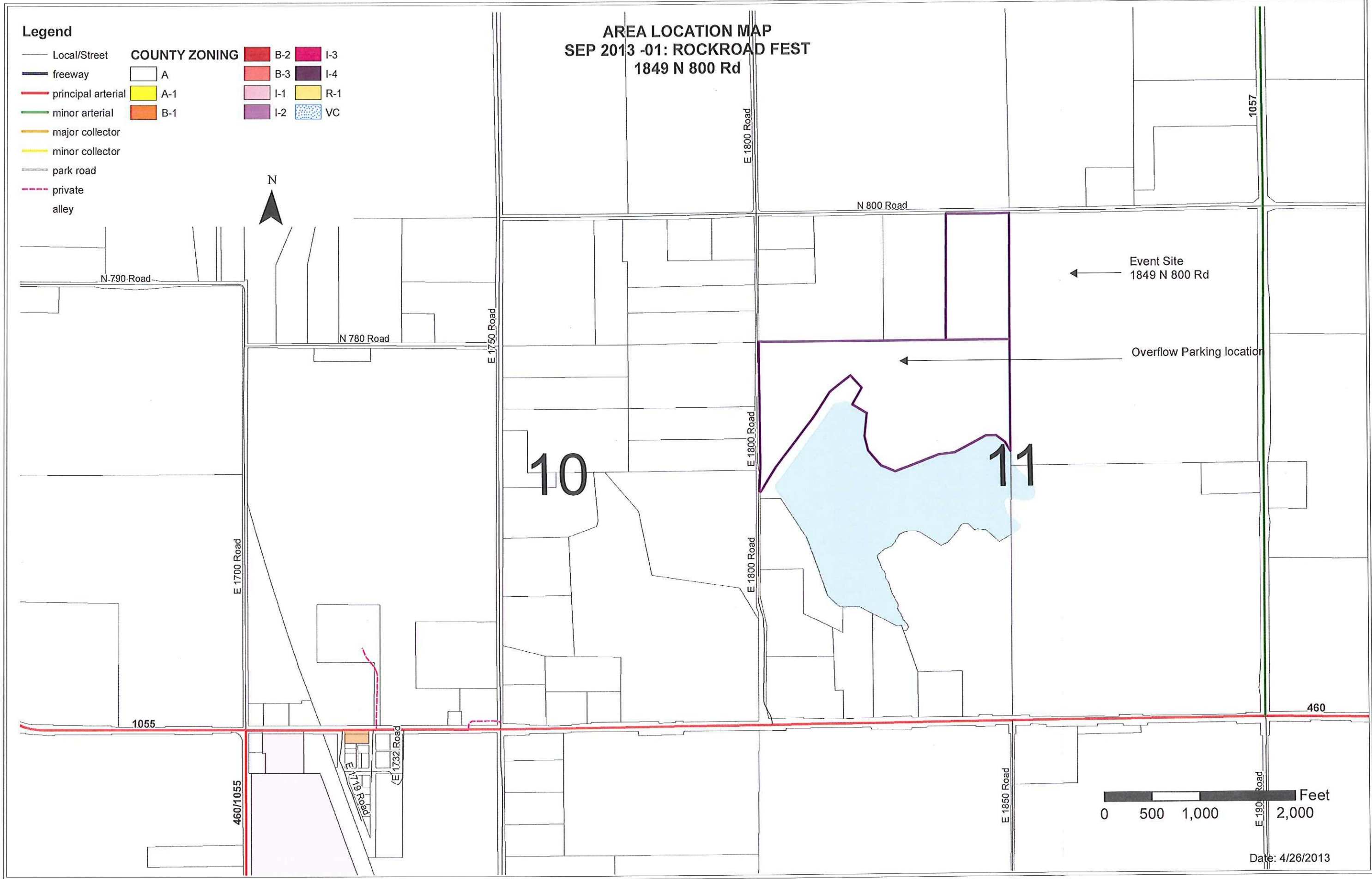
This is the first Special Event Permit to be processed by staff since adoption of the new regulations earlier this year. The applicant and his representatives have worked diligently to provide staff with information and responses to comments

Conditions staff recommends be included, if the Special Event Permit application is approved, are:

1. Approval of the single day event for an all-day picnic and live concert on Saturday, June 22nd, 2013 (with a rain date of 06-29-13), from 11 AM to 11 PM.
2. Both a pre-site inspection walk-through the day prior to the event and a post-site inspection after clean-up be scheduled with the Zoning & Codes Department. The applicant or his representative shall be on-site for both of these inspections.
3. Submittal of an insurance bond for the event that indemnifies the county from liability.
4. Copies of all agreements & contracts entered into by the applicant for waste disposal services, portable toilet provisions, and security services.
5. ADA spaces shall be clearly delineated in the parking areas and signed in accordance with the ADA Guidelines and Zoning Regulations.
6. All Permits and inspections required for construction of temporary structures, erection of the food and beverage tent (25 SF), portable generators, and any other temporary electrical services be obtained in a timely manner prior to the event.
7. Map of the location of off-premise directional signs and signed forms from each property owner where a sign is located. Signs are not permitted on road rights-of-way and are limited to 30 sq inches in size. The only information to be displayed on the signs are the event name, contact phone number, and directional arrow. Signs are permitted to be set one day prior to the event and must be removed and properly disposed of the day after the event.
8. Site restoration be completed by 11 PM the day after the event. This shall include complete removal of the stage, other temporary structures constructed for the event, and any rock surface laid down for the parking areas.
9. If a water truck is required, the cost of this shall be the applicant's and not the Township's.
10. Routing plan for attendees be revised and signed as required and agreed upon by the public works director and the property owner.
11. The final number of parking and traffic attendants be provided to the Zoning & Codes office a minimum of 48 hours prior to the event.

AREA LOCATION MAP
SEP 2013 -01: ROCKROAD FEST
1849 N 800 Rd

- Legend**
- Local/Street
 - freeway
 - principal arterial
 - minor arterial
 - major collector
 - minor collector
 - park road
 - - - private alley
- COUNTY ZONING**
- | | | |
|-----|-----|-----|
| A | B-2 | I-3 |
| A-1 | B-3 | I-4 |
| B-1 | I-1 | R-1 |
| | I-2 | VC |



Date: 4/26/2013



DOUGLAS COUNTY ZONING & CODES DEPARTMENT

2108 W 27th Street, Suite I

Lawrence, Ks 66047

Phone: 785.331.1343 Fax: 785.331.1347

April 8, 2013

SPECIAL EVENT PERMIT APPLICATION REVIEW COMMENTS REQUESTED

In December 2012, the County Commission amended the Zoning Regulations to create a new regulatory section for special event requests [section 12-319-8]. Special Event Permits are for short-term special events proposed to be conducted on private property in the unincorporated area of the County. The regulations are intended to, "...provide an efficient procedure for processing Special Event applications while promoting the health, safety and welfare of all persons in the county by ensuring that Special Events do not create disturbances, become nuisances, disrupt traffic, or threaten or damage persons or property". The new regulations provide a list of typical events on private property that do not require a permit. Any short term use that does not fall in the "exempt" list of typical events is required to obtain a special event permit.

An application was received from Peyton Warwick for an outdoor band and festival event that is being promoted as "Rock Road Fest", a promotion event for Mr. Warwick's company. The proposed event will charge admission but will not include the sale of alcoholic liquids or cereal malt beverages. [re: section 12-319-8.04]

The regulations allow for some special events to be administratively approved. Due to the nature and anticipated attendance of this one day/one evening event, this application will require County Commission approval. The County Commission is scheduled to hold a public meeting on this application at their May 1st, 2013, 6:35 pm meeting.

Performance Standards established in the Zoning Regulations for Special Events were developed, "...to minimize any negative impacts to surrounding properties and protect the public health, safety and welfare".

Please refer to the table of performance standards below as are you reviewing the attachments submitted with the application for the Rock Road Fest.

Standard	Requirements
Noise	The County Noise Regulations (including Section 7-201 <i>et seq.</i> of the Douglas County Code, as amended) shall be observed.
Parking	<ul style="list-style-type: none"> • Accessible parking must be located as near to the event area as possible. • Parking shall be provided on the same property as the event to the fullest extent possible. No parking shall occur on the public right-of-way • Parking may be located on adjoining property with advance written consent of the affected landowner. A copy of the written consent shall be provided to the Director of Zoning and Codes prior to approval of the permit.
Event Location	<ul style="list-style-type: none"> • The event shall not interfere with access into the site for emergency vehicles. • No Special Events are permitted to be located within the regulatory floodway
Health & Sanitation	All requirements of the Lawrence-Douglas County Health Department shall be met.
Exterior Lighting	<p>All lighting sources shall be shielded or aimed so the direct illumination is confined to the property on which the Special Event is located.</p> <ul style="list-style-type: none"> • The operation of searchlights or similar lighting sources is prohibited.

Standard	Requirements
	<ul style="list-style-type: none"> • Flashing light source is prohibited. • Animated or lighted signs are prohibited
Signage	<ul style="list-style-type: none"> • One temporary freestanding or wall-mounted on-site sign is permitted. • The applicable sign regulations for the Zoning District in which the property is located shall apply. • Sign text and graphics, which relate only to the Special Event, shall be removed immediately upon cessation of the event. • Off-premise directional signage, on private property, that describes the location of the Special Event shall be allowed with the written approval of the property owner. A map with the location of the signage shall be provided to the Zoning and Codes Department prior to event. • Under no circumstance is signage permitted within the public right-of-way.
Structures	Any structure used for a Special Event must comply with Douglas County Construction Codes.
Other Permits & Laws	Any required local or state permits or licenses, etc., shall be obtained before the Special Event Permit is issued and the event shall comply with all applicable sales tax and other laws of Douglas County.
Site Restoration	The site shall be left free of debris, litter or any other unsightly evidence of the use upon completion or removal of the use and shall thereafter be used only in accordance with the applicable provisions of the zoning regulations.
Issued Permit	The permit is required to be kept on the premises during the duration of the event.

REVIEW REQUEST:

Please take a look at the application and supplemental information submitted with the application in regard to your specific area of expertise and provide review comments and/or recommendations back to Linda Finger [lfinger@douglas-county.com] by Wednesday, April 17th, to ensure that your comments can be included in the staff report on this item that will go to Robin on Friday (26th) morning for inclusion in the County Commission's agenda packet.

Thank you for your help in reviewing this application.

DOUGLAS COUNTY SPECIAL EVENT APPLICATION FORM

Zoning & Codes Department
 2108 W 27th Street, Suite I, Lawrence, KS 66047
 785.331.1343 | Fax: 785.331.1347 | www.douglas-county.com/dept/spec/lec.html



Submittal Date: April 9, 2013

Office Use:
 Registration No. SEP _____

A completed application and fee must be submitted a minimum of 28 days prior to the event date.

APPLICANT INFORMATION [SECTION A].

Application Name*: V-Bar-T Ranch & Contracting, LLC		Organization Name:	
Mailing Address: 100 South Parker		City and State: Olathe, KS	Zip Code: 66061
Phone Number: 913-522-4066	Cell Number: 913-205-5271	Fax Number: 913 904-0852	Email Address: peyton613@hotmail.com attorney@marensberg.com

*Property owner's written permission must be provided by mail, fax, or e-mail to the Zoning and Code Office (fax number: 785-331-1347) before a permit will be processed.

EVENT INFORMATION [SECTION B].

Event Date: June 22, 2013	Address Location: 1849 N. 800 Rd., Baldwin City, KS 66006- Palmyra TWP
Description of Event: picnic and live concert for family and friends on Saturday June 22, 2013 from 11:00 am to 11:00 pm	
Property Owner: V-Bar-T Ranch & Contracting, LLC	Website: www.facebook.com/thesticksinlandvalley

Several permits may be applied for consecutively if the event is to run more than 14 consecutive days. Each permit will be valid for no more than 14 consecutive days.

If this application is requested for the same event on **non-consecutive** dates, please provide additional date and time information below for each event. (Each special event will require issuance of a permit.)

Alternate Rainout Date-Only 1 event is planned-But in case of rain-alternate date would be following **Saturday 6-29-13**

Date:	Times:	Date:	Times:
Date:	Times:	Date:	Times:

4 permits may be administratively approved for a property per calendar year. Any additional permits require County Commission approval.

Number of permits that have been administratively approved for this location this calendar year. -0-

Will a tent be used for this event? Yes No

If yes:

- Note the dimensions of the tent: 5 ft X 5 ft
- Note the type of tent: Open/Canopy-YES-for food sales Enclosed No

SALES AND TAX LICENSING INFORMATION [SECTION C]:

Does the event involve sales? Yes

- **If yes**, provide your Kansas Sales Tax ID Number: **Applied For**-by Sasnak Productions, LLC, a Kansas LLC- will provide before event
- If you are not required to collect Kansas Sales Tax, please provide your exemption information:

Contact the Kansas Department of Revenue, Kansas Tax Assistance, (785) 368-8222, for information regarding the Kansas Sales Tax ID Number and Sales Tax Requirements.

- If your business is **not** based in Kansas, a transient merchant license must be obtained from the Douglas County Clerk's office at (785) 832-5182; (1100 Massachusetts Streets, Lawrence, KS 66044)

Will you be selling alcohol? Yes No

- **If yes**, a liquor license must be obtained from the County Clerk's Office at 785-832-5182; (1100 Massachusetts Street, Lawrence, KS 66044) *(Additional time may be needed to process this request.)*

Section 12-319-8.06 of the County Code contains criteria for an administrative permit.

If the event does not meet these criteria, the applicant will be referred to the Board of County Commissioners for action. Staff will advise applicant in a pre-application meeting if your event will require County Commissioner's action.

EVENT DESCRIPTION [SECTION D]. (SEE ATTACHED SECTION D-WRITTEN DESCRIPTION)

A description must be provided which includes the following information:

WRITTEN DESCRIPTION (see attached)

Provide a separate page with the following information:

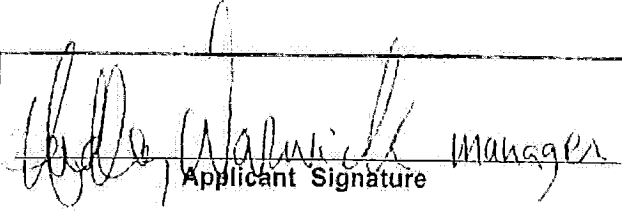
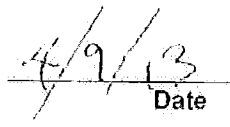
- Describe the activities that will occur with this event.
- Describe proposed routes to site from nearest paved roads/County routes.
- Note any changes that may be required to traffic flow on the site or adjacent roadways.
- Explain any provisions that will be made for security or parking.
- Describe proposed site maintenance; including how the site will be cleaned following the event as well as how sanitation will be maintained during the event.
- Provide anticipated attendance with a not to exceed number.
- Describe how protection for pedestrians will be provided during the event. Vehicle and pedestrian circulation must be separated.
- Note provisions, if any, that are being made for portable toilets for event (include provider and disposal contractor) and potable water, if required by the Lawrence-Douglas County Health Department.
- Describe how ADA requirements will be met for parking and restroom facilities.
- If fireworks are proposed as part of the special event, note a separate permit and fee are required.

- If campfires or other open burning areas are proposed, provide a letter from the township fire department that this has been discussed with them.
- If parking is to be located on adjoining property, written consent of the affected landowner must be provided to the Director of Zoning and Codes prior to approval of the permit.
- If large trucks are required to provide staging, tents or other equipment for the event, note that the event area must be large enough to accommodate the turning radius of the truck(s). Public road cannot be used for loading and unloading of equipment or materials.
- Provide written approval of proposed restroom and public water sources from the Douglas County Health Department (785.843.3060)
- Are portable electric generators proposed?

GRAPHIC DESCRIPTION [SECTION E]. (SEE ATTACHED SECTION E)

Provide the following information graphically on a scalable aerial photograph or site plan of the area:
(Aerials are available from at the Zoning and Codes Office at 2108 W 27th Street, Suite 1, Lawrence, KS or the County's GIS map viewer at www.douglas-county.com/depts/it/gis/gis_mapviewer.aspx.)

- Location and dimensions of the event area. (The event may not be located in the regulatory floodway and may not interfere with access into the site for emergency vehicles.)
- Distance from road right-of-way.
- Location and dimensions of any structures (tents, stages, booths, etc) used for the event.
- Provide plan showing that adequate off-street parking areas-including ADA accessible parking are provided for the event.
- Location and dimension of activity areas associated with the event.
- Location and materials used to separate activity area from parking or other areas, if needed.
- If vendors are associated with the event show their location, with dimensions, along with the type of structure to be used.
- If portable toilets will be used, show number and location on the site plan.
- If any exterior lighting is proposed with the event the plans should show the location and note that the sources shall be shielded or aimed so the direct illumination is confined to the property on which the event is located.
- If signage is to be used, the plan should show the location and note the proposed size.
- Any other information which pertains to the event.

 Applicant Signature	 Date
------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------

TO BE COMPLETED BY DOUGLAS COUNTY ZONING ADMINISTRATION OFFICE

REGISTRATION CHECKLIST AND APPROVAL

- SECTION A COMPLETED
- SECTION B COMPLETED
- SECTION C COMPLETED
- SECTION D COMPLETED
- SECTION E COMPLETED
- COPY OF NOTICE TO PROPERTY OWNERS LETTER
- "CERTIFICATE OF MAILING" SUBMITTAL
- REVIEWED BY ZONING & CODES DIRECTOR DATE: _____
- DATE OF BOARD OF COUNTY COMMISSIONER'S MEETING FOR APPROVAL: _____

REVIEW COMMENTS: (Comments that extend to a separate page are incorporated into approval)

Approval Date: _____

Director, Zoning & Codes Department

Chair, Board of County Commissioners

Conditions of Approval:

**Procedures for Public Notice of a Proposed Special Event –
Written Notification to Property Owners within 1000'**

1. Written notice of the proposed site plan shall be mailed to the Owners of record for property within 1000' of the subject property, in accordance with Section 12-319-8.08(b),
2. The notice shall be sent by the applicant via regular mail, postage pre-paid.
3. The applicant shall submit a **Certificate of Mailing** (*page 6 of the application*) at the time of submission of the Special Event Permit application along with a sample of the notification letter.
4. Per Section 12-319-8.08(b), the written notice shall provide:
 - a. A brief description of the proposed event;
 - b. The proposed date of the event;
 - c. Applicant's contact information for questions concerning the proposed event; and
 - d. A statement with substantially the following information:

"This letter is being sent to the owner of property within 1000' of the property containing the special event described further in this letter. It is being sent for the purpose of informing the notified person and other interested parties about the proposed event. This letter is being provided solely to advise nearby landowners of the pending proposed event. For further information, contact the applicant at (phone number) _____ or the Douglas County Zoning and Codes Department at 785-331-1343."

Note: The failure to *receive* notice of Site Plan Review by a landowner within 1000 ft will not affect the validity of the special event permit approval or review.

V-Bar-T Ranch, LLC
1849 N 800 Rd.
Baldwin City, KS 66006
(913) -522-4066

"Notice to Property Owners"

April 9, 2013

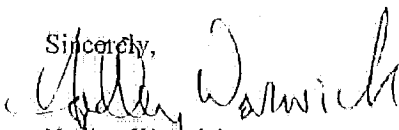
NOTICE OF PROPOSED SPECIAL EVENT PERMIT

Dear Property Owner:

An application for a special event permit is being submitted to the Douglas County Zoning and Codes Department for an event proposed to occur on June 22, 2013 for an event at our farm, located at 1849 N. 800 Rd., Baldwin City, KS 66006 . The proposed event is for an all day picnic featuring live music and food from 11:00 am to 11:00 pm.

This letter is being sent to all owners of property within 1000' of the property containing the proposed special event described further in this letter. It is being sent for the purpose of informing the notified person and other interested parties about the proposed event. This letter is being provided solely to advise nearby landowners of the pending proposed application. For further information, contact Hadley Warwick at 913-522-4066 or the Douglas County Zoning and Codes Department at 785-331-1343.

Sincerely,



Hadley Warwick

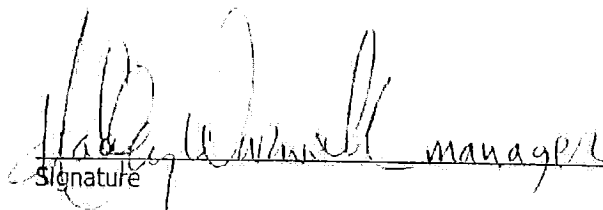
CERTIFICATE OF MAILING

THE FOLLOWING IS TO BE COMPLETED AND SUBMITTED BY THE APPLICANT.

Type of event: Picnic and live music event for family and friends

Address or location of event: 1849 N. 800 Rd., Baldwin City, KS 66006

I hereby certify that a true and correct copy of the foregoing "Notice to Property Owners" was mailed to the attached list by depositing said copy in the United States Mail, proper postage prepaid, on the following date: April 9, 2013


Signature

April 9, 2013
Date

Hadley Warwick, as Manager of V-Bar-T Ranch, LLC
Printed Name



JAMIE SHEW
DOUGLAS COUNTY CLERK

1100 Massachusetts
Lawrence, KS 66044

Phone: 785-832-5267
Fax: 785-832-5192

Carrie F. Moore
Chief Deputy Clerk

Benjamin Lampe
Deputy Clerk-Elections

April 9, 2013

A CERTIFIED PROPERTY OWNERSHIP LIST WITHIN 1000FT OF 1849 N 800 RD (700084A01)
04/09/2013 REQUESTED BY MARK ARENSBERG.

JOHN R NICHOLS
ACCOUNT CLERK
PHONE 785-832-5147
FAX: 785-832-5192
EMAIL jnichols @ douglas-county.com

Douglas County Real Estate Division
County Clerks Office. I do hereby certify
The Real Estate Ownership listed hereto,
to be true and accurate.

A handwritten signature in black ink, appearing to be "J. Shew", written over a horizontal line.

owner1	owner2	owner3	address	city	sta	zip	situs
FLORY DALE D	FLORY CLAUDIA S		4408 TURNBERRY DR	LAWRENCE		KS 66047	
RANDOM RANCH LLC			8875 W 96TH ST STE 208	OVERLAND PARK	KS 66212	818 E 1800 RD	
FARMER ROBERT	FARMER VIRGIE M		1868 N 800 RD	EUDORA	KS 66025	1868 N 800 RD	
HAGERMAN REX A	HAGERMAN ROBERT L & LEO R		1893 N 800 RD	EUDORA	KS 66025	1893 N 800 RD	
V-BAR-T RANCH LLC			100 S PARKER ST	OLATHE	KS 66061	1849 N 800 RD	
SIEBERT TERRY L TRUSTEE			8307 MARTY ST	OVERLAND PARK	KS 66212	1833 N 800 RD	
MOORE DOLLIE J			1817 N 800 RD	BALDWIN CITY	KS 66006	1817 N 800 RD	
V-BAR-T RANCH LLC			100 S PARKER ST	OLATHE	KS 66061		
VINLAND VALLEY LAKE OWNERS ASSN OF	WAKARUSA WATERSHED JOINT DIST NO 35	C/O HIXON LINDA J	736 E 1800 RD	BALDWIN CITY	KS 66006		

Attachment –Written Description-Section D:
To Douglas county Special Event Application for V-Bar-T Ranch, LLC- April 9, 2013

- Activities that will occur with this event- An all-day event starting at 11:00 am until 11 pm with food, bottled water and soda provided for sale with a live music in the early evening with 1 or 2 performers to be held Saturday June 22, 2013 at our farm located at 1849 N. 800 Rd., Baldwin City, KS 66006-Palmyra TWP.
- Proposed routes to site from nearest paved roads/County routes-Attendees will come in from K-10 just West of Desoto off Exit 1900 South through 1000 North,(a 4 way intersection) then continue on 1900 South to 800 N then West less than ½ mile to our farm road entrance-on the South side of 800N. All roads are paved until the last ½ mile (800N). Road signs will be posted at all necessary locations to direct traffic with the name of the event and an arrow- the day of the event.
- No changes should be required to traffic flow on the site or adjacent roadways-None anticipated- except some traffic direction will be provided around 10 to 11:00 pm at left-hand turn from 800N onto 1900 North and also at intersection of 1900 through 1000 for extra safety.

- Provisions for security and parking:

Parking-There will be one entrance/exit for attendees to enter and exit our property and the entrance/exit and all parking will be monitored by a hired employee. There will be a designated parking lot on 20+ acres, which is located North of our house. The parking lot can hold between 300-400 cars. Plus there will be an overflow parking lot available on our adjacent 70+ acre parcel South of the house/ and North of our lake. All parking will be on our property.

Pedestrians-Cars will all be parked as guided by our employed parking attendants with an 18'-20' parking aisle, with all vehicles parked with a downhill orientation-headed towards exit to make exit less complicated, safer and easier to follow. Each row will have a 25' traffic aisle, then two consecutive 18'-20' parking aisles, then another 25' traffic aisle followed by another 18'-20' parking aisle-to be repeated as necessary. We will have at least 7 ADA spaces available.

Security-Once an attendee parks their vehicle they will then walk (or be provided a ride-on a hay-rack 100 yards South past our house into the venue. All pathways from the parking lot to any other location for the event will have signage with employees stationed at all appropriate intervals for constant sight of each attendee. Plus all walkways will have lighting in the evening for added safety and security. No alcohol will be sold and we anticipate hiring at least 4 or 5 off duty law enforcement officers to monitor the event and an additional 5-10 employees to monitor traffic-pedestrian flow during the event. The entire venue is fenced in and all other gates on the property will be locked to prevent attendees from straying away from the venue. The Palmyra Township will be on call to provide emergency assistance if necessary.

- **Site maintenance-**During the event, there will be numerous trashcans located through the property and 1 large dumpster available on-site. The entire area will be cleaned and sanitized (if necessary) the morning after the event. There will be at least 8-10 portable bathrooms on-site in a designated area located away from the stage and food vendors. Waste removal will be provided by Deffenbaugh Industries. Sanitation will be provided by Quick Portable Toilets. The week/day of the event, the Palmyra Township will bring a water truck to water the gravel roads around the property.

- **Anticipated attendance** with a not to exceed number- anticipated attendance is expected to be between 500 and 850 people with no more than 950 attendees.
- **Pedestrian protection/safety** will be provided at all times during the event and attendees Vehicle and attendee Pedestrian circulation will be separated.-Vehicles will only be permitted on entrance-exit road and in designated-employee monitored parking areas. Attendee vehicles will not be allowed in any other locations. All pedestrian traffic will be directed away from any parking area or roads carrying vehicles during event-no pedestrians will be allowed on roads in and out of property.
- **Portable toilets** for event (include provider and disposal contractor) and potable water, if required by the Lawrence-Douglas County Health Department. Per above-there will be at least 8-10 portable bathrooms on-site in a designated area located away from the stage and food vendors. Waste removal will be provided by Deffenbaugh Industries. Sanitation will be provided by Quick Portable Toilets.
- **ADA requirements** will be met for parking and restroom facilities-There will be at least 7 designated-monitored ADA parking spaces and assistance provided at parking and -transportation throughout venue for attendees and portable toilets will be ADA compliant.
- **No fireworks** are part of this event.
- **2 small campfires** may be established between the parking and food vendor area and between food vendor area and performers stage in the evening and will be manned-monitored at all times by employees. A letter from the township fire department that this has been discussed with them-will be provided prior to event.
- **No parking** is to be located on any adjoining property owned by any other party.
- **No large trucks** are required to provide staging, tents or other equipment for the event and the event area is large enough to accommodate the turning radius of any truck(s). Public road entrance to our property and any areas where attendees vehicles will be driven will not be used for loading and unloading of equipment or materials- Any trucks delivering and/or retrieving any equipment-staging or other materials are not anticipated to be large and will arrive before the event and leave the next morning-so no trucks will be on any roads used by any attendees during the event.
- **Written approval of proposed restroom** and public water sources from the Douglas County Health Department (785.843.3060)-will be provided through **Quick Portable Toilets** prior to event.
- **Portable electric generators** may be necessary-by stage and number and capacity will be provided before event as determined.



**DOUGLAS COUNTY ZONING & CODES DEPARTMENT
SUPPLEMENTAL MEMO FOR SEP 2013-01- ROCKROAD FEST**

TO: Board of County Commissioners
SUBJECT: RockRoad Fest Special Event Permit, Additional Review Comments Received
DATE: April 29, 2013

The applicant received the staff report on Friday, April 26th. After reviewing the report, they asked staff to make three clarifications and one revision to a condition of approval:

Clarifications:

1. The event is no longer considered a promotional event for RockRoad Pursuits. It is simply a picnic and live concert for friends and family to attend and will be billed as "At the Sticks",
2. Letters to applicants were sent out on April 9, 2013, and
3. A follow up conversation occurred with Sandy Elliott, Township Trustee, concerning the need for a water truck. The Township will provide with either work out something with Wakarusa Township or someone else for the water truck.

Conditions of Approval:

A revision to condition no. 3 is requested:

4. Submittal of [either](#) an insurance bond for the event that indemnifies the county from liability [or verification of liability insurance naming county as additional insured](#).

At the time the staff report was written, review comments from Palmyra Fire Department and Lawrence-Douglas County Fire/EMS had not been received. Comments from the Health Department were received, but the applicant did not have time to respond to these. Comments from all review agencies have now been received and the comments from the three mentioned above (in addition to the applicant's responses) are provided below:

Dept/ Agency Comments Received	Applicant Response
<p>Palmyra Fire Dept Letter from Fire Chief DeMersseman confirming points discussed with the property owner, Hadley Warwick, was received in the Zoning & Codes office Monday morning, 04-29-13. The areas noted in this letter concern <u>Traffic Flow & Campfires</u>. The letter is attached and the comments are summarized below:</p> <p>1. Traffic Flow: All traffic entering the event will come from the intersection of N 800 Rd and E 1800 Rd, sending traffic east and south from this intersections. This will add to the distant event goers will have to travel but will eliminate cars turning on the downside of a hill on N 800 Rd and going over the narrow road on the hill on E 1800 Rd, making traffic flow safer to the event. {NOTE: Mr. Warwick discussed re-routing plans from the overflow parking lot in the event of high water, with the Public Works Director. Mr. Warwick indicated cars exiting from the overflow lot would be directed to the east, through his property, to exit from the 1849 N 800 Rd access points. Keith Browning found</p>	<p>Hadley Warwick is in agreement on the traffic route suggested by Chief DeMersseman for normal weather events and by Keith Browning, in the event of high water and an impassable low water crossing.</p> <p>Note-Applicant has reviewed with Chief DeMersseman-There will be no more than 6 campfires which will be no more than 4 feet in diameter and manned-monitored at all times by an employee with a 3 gallon water spray can-plus a 4 wheel vehicle will be on hand with a 25 gallon water spray. -Per Chief DeMersseman's 4-29-13 letter.</p>

<p>this to be an acceptable alternative.}</p> <p>2. Campfires: There will be no more than 6 campfires at the event; each will be no more than 4 feet in diameter. All fires would have event personnel standing by to tend to the safety of the fire and those around it. There would be some means of water supply on scene for fire suppression.</p>	
<p>Lawrence-Douglas County Health Dept</p> <p>It is my understanding that there will be approximately 350 people at this event. In terms of the Health Department's sanitation requirements we will need documentation for 4 requirements:</p> <ol style="list-style-type: none"> 1. At least 1 portable chemical toilet on-site per 100 people, at least one which is handicap accessible. If the numbers reach 500 or more you should consider 2 handicap accessible chemical toilets. 2. An adequate amount of waterless hand sanitizer on hand which has a minimum of 62% alcohol content (the label on the back of the bottle should have this information on it). 3. At least one gallon of potable drinking water on hand per person. 4. At least one dumpster on the property large enough to be adequate in size for how many people you are expecting. <p>Please have the chemical toilet business & the dumpster business send me something in writing that confirms that these 2 items will be available for the event.</p>	<p>Hadley Warwick has spoken with Richard Ziesenis about the requirements for health and sanitation. A private company will be contracted for portable toilets. The minimum number required will be provided and all will have hand sanitizers. A copy of the written contract will be provided to the Health Department and Zoning & Codes Department prior to the event.</p> <p>Deffenbaugh Industries will provide solid waste disposal. A copy of this contract will also be provided to the Health Department and Zoning & Codes Department prior to the event.</p>
<p>Lawrence-Douglas County EMS</p> <p>Thank you for the opportunity to review this event. It is our recommendation that the promoters representing V-Bar T Ranch, contract through our department services for one Advance Life Support (ALS) medic unit. The single ALS medic unit guarantees a paramedic and EMT-I (Emergency Medical Technician-Intermediate) designated for the event. The cost of a single medic unit (ALS) standby ranges anywhere from \$100-\$125 per hour depending on the hourly wage of the members that request to work this event.</p> <p>Although the volunteer department, Palmyra Township, is listed as "on call to provide emergency assistance", they are not qualified to provide advanced life support measures nor will they be immediately on site if a medical emergency occurs. With unpredictable temperatures and a potential anticipated attendance of 500 to 950 attendees, those reasons alone justify our request.</p> <p>If the promoter has questions, please feel free to forward my contact information to them.</p>	<p>The applicant will contact EMS prior to the meeting and will have a response to these comments at the meeting on May 1st.</p>

MEMORANDUM

To : Board of County Commissioners

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

Date : April 25, 2013

Re : Approval to solicit bids for E 1750 Rd surfacing
E 1750 Road from Baldwin City limits to Route 12
Project No. 2013-5; CIP Project #119

Plans are nearly complete for surfacing and minor drainage improvements to E 1750 Road from Baldwin City limits to Route 12. The project includes adding rock base material to the road, and priming and double chip sealing the road. The project also includes some minor grading to facilitate drainage. Project costs will be shared 50/50 with Baldwin City.

It is planned to open bids in late May, and construct the project in July-August.

The current construction cost estimate for this project is approximately \$190,000. The CIP allocates \$80,000 for Douglas County's half of total project costs.

Action Required: Approval to solicit bids for construction of Project No. 2013-5, surfacing and minor drainage improvements to E 1750 Road from the Baldwin City limits to Route 12.

MEMO

April 26, 2013

TO: Douglas County Commission
FROM: Heritage Conservation Council
RE: **Grant Recommendations for the Natural and Cultural Heritage Grant Program**

The Heritage Conservation Council is recommending that six heritage conservation projects be funded in the 2013 round of grant awards. Collectively, these six grants exemplify the mission of the Douglas County Heritage Council to conserve *both* our natural and cultural resources. Combined with the sixteen heritage grant projects funded in 2011 and 2012, Douglas County is harnessing a rare opportunity to weave together exceptional experiences that tell the story of our collective past.

The Commission created the Heritage Conservation Council to oversee heritage conservation efforts in Douglas County, including the Natural and Cultural Heritage Grant Program. The Council believes that its 2013 recommendations will truly further the conservation of our heritage in Douglas County. The Council asks for your consideration and support of its grant recommendations.

Upon receipt of the applications in mid-March, Council members read, reviewed, and systematically evaluated all ten applications. On March 28 and April 4, all the applicants made presentations about their projects in person to the Council. Then on April 11 and April 18, the Council met to make their recommendations. As directed by the resolution that created the Council, all decisions were made using the consensus decision making model through facilitated discussions. The level of consensus on the Council for its recommendations was, and is, very high. All meetings of the Council were open to the public.

Of the \$325,000 approved for heritage conservation in 2013, the Council is recommending \$276,250 for project grants under the heritage grant program guidelines for 2013¹. Applicants sought \$514,406 for 10 projects.

For this grant cycle, the Heritage Conservation Council supports the funding of *one* major grant project. The Council recommends that the Lawrence Preservation Alliance receive \$125,000 to stabilize the exterior shell of the Lawrence Turnhalle, the first step in its restoration and eventual use. The Council is recommending that \$53,750 of the major grant funds not recommended for projects be added to the pool for target projects. Five target projects would then receive \$151,250 to provide support for a wide variety and natural and cultural conservation projects.

Information about each funded project follows below. **Appendix A** provides a ranking of the ten grant applications. **Table 1** provides a summary of the 2013 grant applications total project costs, requested grant amounts and Council funding recommendations.

¹ According to the Heritage Task Force Report (2011), eighty-five percent of the total HCC funds are to be allocated to the heritage grant program. HCC funds also support the natural and historic resources survey (10%) and administration (5%). The 2013 heritage grant guidelines retained this funding distribution.

I. MAJOR GRANT

1. Applicant:	Lawrence Preservation Alliance
– Project Title:	<i>Lawrence Turnhalle</i>
– Requested Amount:	\$ 129,786
– Award Amount:	\$ 125,000

Project Description Summary²:

“Douglas County is exceptionally rich in historic resources that contribute to its vibrant culture. The Lawrence Preservation Alliance (LPA), in an effort to recognize and preserve these resources, purchased the Turnhalle in 2012. The Turnhalle, likely the oldest standing community building in Lawrence, is a contributing property in the North Rhode Island District, listed in the National Register of historic places. It was constructed by German-Americans who immigrated to Kansas Territory after being exiled from Europe. These immigrants are commonly referred to as “48ers”. The Turnhalle was constructed in 1869 as a social and physical fitness center for the German community. It is now widely considered the most significant threatened historic structure in Lawrence.”

The LPA has established four phases in an effort to preserve the structure:

1. Complete repairs necessary to stabilize the exterior shell of the building.
 - a) emergency roof repairs
 - b) frame envelope repair
 - c) stone structure repair
2. Complete a Historic Structures Report (HRS) to determine a comprehensive path for preservation and appropriate reuse of the Turnhalle.
3. Place a preservation easement on the Turnhalle that LPA will hold to ensure the building will be properly preserved in the future.
4. Transfer ownership to a sympathetic organization or private buyer who will follow the preservation easement and recommendations outlined in the HSR.”

Heritage Council Recommendation:

The Heritage Council supports nearly full funding for Phase Ia and Phase Ib project activities as outlined in the grant application.

² Project description summaries are taken directly from the grant application.

II. TARGET GRANTS

2. Applicant: University of Kansas Center for Research, Inc.

- Project Title: *Forest Conservation in Baldwin Woods*
- Requested Amount: \$ 72,000
- Recommended Award: \$ 72,000

Project Description Summary:

“Baldwin Woods is among Douglas County’s most significant ecological features. Containing one of the best examples of original oak-hickory forest in northeast Kansas, the area supports an array of rare and declining plants and animals in a setting of rugged hills and dramatic scenery. In 2012, the Kansas Forest Service received a \$500,000 Forest Legacy Grant to protect forest land. These funds will be used to protect high-quality forest on three private properties. The landowners are willing to sell perpetual conservation easements on their lands totaling approximately 266 acres. The easements would be held by the Kansas Biological Survey and the landowners would maintain control of their land subject to easement restrictions on development. The Forest Legacy Program has a 25% match requirement and this Heritage Grant proposal requests funds to be used as part of the match towards the Kansas Forest Legacy Project. Specifically, Heritage Grant funds would contribute 25% of the cost of the purchase of a conservation easement on one of the three target properties, the Common Farm Land. This 109-acre property bordering KU’s Breidenthal Preserve contains high-quality forest, a perennial stream, and abandoned railroad grade with historic significance, and scenic cliffs.”

Heritage Council Recommendation:

The Heritage Council supports full funding for project activities as outlined in the grant proposal.

3. Applicant: Clearfield Community Historical Society

- Project Title: *Restore Clearfield School roof, ceiling, and front as seen after move in 1908*
- Requested Amount: \$ 41,500
- Recommended Award: \$ 29,850

Project Description Summary:

“Reprime building and restore front to colors of 1908; Restore roof to an efficient version of 1908 wood shingles; and restore tin to midsection of ceiling.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for project activities including roof restoration and “prepare and prime building, paint front.”

Target Grants, cont.

- 4. Applicant:** **Lawrence Arts Center**
- Project Title: *Re-fashioning "A Kansas Nutcracker": Preserving Lawrence's 19th Century Cultural Heritage Through Education and Performance*
 - Requested Amount: \$ 24,400
 - Recommended Award: \$ 24,400

Project Description Summary:

“The Lawrence Arts Center seeks fund to support the “re-fashioning” of its annual production of A Kansas Nutcracker, a play set in Lawrence, Kansas during the Civil War. By funding new costumes and set renovations; educational programming designed to teach children and families about the cultural and political fashions of nineteenth century Kansas; and 300 free ticket vouchers to be distributed to Douglas County non-profits, the Heritage Conservation Council will ensure that Lawrence’s Civil War heritage is kept alive by new generations of Douglas County residents.”

Heritage Council Recommendation:

The Heritage Council supports full funding for project activities as outlined in the grant proposal.

- 5. Applicant:** **Douglas County Historical Society/ Watkins Community Museum of History**
- Project Title: *Watkins Museum Core Exhibit*
 - Requested Amount: \$ 21,845
 - Recommended Award: \$ 20,000

Project Description Summary:

“The Douglas County Historical Society seeks funding to offset the cost of repairs and improvements to the Watkins National Bank Building which houses the Watkins Museum. These costs have arisen in association with the installation of a new permanent exhibit on the second floor. This exhibit, supported in part by a 2012 Heritage Conservation Grant of \$100,000, is the third phase of a four-phase project to revitalize the museum's visitor experience and educational approach (Appendix A). With the exhibit design finalized and work in the gallery beginning, it became apparent that the scope of the needed repairs was greater than estimated. Required improvements to the electrical system were more extensive than initially planned. The current lighting proved inadequate for proper enjoyment of the exhibit. Completing the needed repairs and improvements will enable the 1888 Watkins Building, an architectural treasure in downtown Lawrence listed on the National Register of Historic Places, to function as a 21st century museum and provide an appropriate setting for an up-to-date visitor experience. Additional funding will ensure that the plan for the second floor exhibit will be fully realized and open in August 2013, as scheduled, to commemorate the 150th anniversary of Quantrill's raid on Lawrence.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for the project activities as outlined in the grant application.

Target Grants, cont.

- 6. Applicant:** **Libuse Kriz-Fiorito Historical Foundation**
- Project Title: *Signage and Printed Literature to Raise Community Awareness for The Castle Tea Room in Lawrence, Douglas County*
 - Requested Amount: \$ 5,000
 - Recommended Award: \$ 5,000

Project Description Summary:

“The Castel Tea Room is a Victorian Romanesque revival home designed by John Gideon Haskell and completed in 1894. It is listed on the National Register of Historic Places, the Register of Historic Kansas Places, and the Lawrence Register of Historic Places. Libuse Kriz-Fiorito, known locally as Libby, rescued The Castel from demolition in 1947 and used her abundant energy, persistence and hospitality to transform it into an event venue fondly remembered by the Lawrence Community. Following Libby's death in 2004, her 501 c3 foundation completed a five-year project to restore The Castle. According to Libby's wishes, The Castel continues to offer the Lawrence community a venue for social events, meetings, and hospitality services, with a fee structure designed to cover management, operating and insurance expenses. This proposal requests \$5,000 toward all-weather interpretive signage that will educate the Lawrence community as to the history and purpose of the Castle; additional signage offering contact information for The Castle management; and brochure development describing the Castle's history and purpose, including a donations envelope for the newly-formed Friends of the Castle.”

Heritage Council Recommendation:

The Heritage Council supports full funding for project activities as outlined in the grant proposal.

APPENDIX A. 2013 Heritage Grant Ranking

TIER I --Funded Grants

- Lawrence Preservation Alliance, *Lawrence Turnhalle*
- University of Kansas Center for Research, Inc., *Forest Conservation in Baldwin Woods*
- Clearfield Community Historical Society, *Restore Clearfield School roof, ceiling, and front*
- Lawrence Arts Center, *Re-fashioning "A Kansas Nutcracker*
- Douglas County Historical Society/Watkins Community Museum, *Watkins Core Exhibit*
- Libuse Kriz-Fiorito Historical Foundation, *Signage for The Castle Tea Rom*

TIER II

- Gary Price, *Old Stone Building Restoration*
- *Clearfield Community Historical Society* (additional funding for grant project in tier one)

TIER III

- Baldwin City, *Signage for Historic Buildings*
- Eudora Area Historical Society, *Renovation and Development of 720/722 Main Street for use of Eudora Community Museum*
- Baldwin City, *Baldwin City Pioneer & Oakwood Cemetery Ground Penetrating Radar Research*

Tier I

- The Council recommends that the six grant applications in Tier I be funded. Especially unique to the 2013 heritage grant cycle are the exterior repairs to the Lawrence Turnhalle and the opportunity to preserve rare, original oak-hickory forest in northeast Kansas located in Baldwin Woods. Both of these projects are rare gems for Douglas County. The Lawrence Turnhalle is the last surviving structure of 18 similar Turner organizations in Kansas preserving a record of German heritage. Collectively, these six grant projects will have major impact on heritage tourism and heritage education for both Douglas County residents and tourists. This is particularly significant for the 2013- 2014 year as August 2013 marks the 150th anniversary of Quantrill's Raid.

Tier II

- If additional funding should become available, the Council supports funding for Mr. Gary Price's project, *Old Stone Building Restoration*. Specifically, the Council recommends funding in the amount of \$5,000 to assist in the preparation and submission of a nomination to the Register of Historic Kansas Places. The Council recommends any other funding that becomes available to be used in support of Clearfield Community Historical Society's project to restore the ceiling of Clearfield School and other repairs as outlined in the grant application.

Tier III

- Given the strong grant applications in Tier I, these three grant applications did not receive enough support from the Council to merit a funding recommendation during its deliberations. However, should funding become available, the Council is willing to work with Baldwin City to resubmit its signage application and with the Eudora Area Historical Society to resubmit its renovation application.

Table 1. 2013 Heritage Grant Summary

Project ID	Organization	Project Title	Project Director	Total Project Budget	Amount Requested	Council Recommended Funding Amount
MAJOR GRANT						
2013-02	Lawrence Preservation Alliance	<i>Lawrence Turnhalle</i>	Mike Goans	\$129,786.00*	\$129,786.00	\$125,000.00
TARGET GRANTS						
2013-07	University of Kansas Center for Research, Inc.	<i>Forest Conservation in Baldwin Woods</i>	William H. Busby	\$625,000.00	\$72,000.00	\$72,000.00
2013-08	Clearfield Community Historical Society	<i>Restore Clearfield School roof, ceiling, and front as seen after move in 1908</i>	Ron Wright	\$45,600.00	\$41,500.00	\$29,850.00
2013-06	The Lawrence Arts Center	<i>Re-fashioning "A Kansas Nutcracker": Preserving Lawrence's 19th Century Cultural Heritage Through Education and Performance</i>	Ric Averill	\$34,190.00	\$24,400.00	\$24,400.00
2013-05	Douglas County Historical Society/ Watkins Community Museum of History	<i>Watkins Museum Core Exhibit</i>	Steven J. Nowak	\$675,770.00	\$21,845.00	\$20,000.00
2013-04	Libuse Kriz-Fiorito Historical Foundation	<i>Signage and Printed Literature to Raise Community Awareness for The Castle Tea Room in Lawrence, Douglas County</i>	Lindsey Ibarra	\$5,000.00	\$5,000.00	\$5,000.00
						\$276,250

*The LPA total project budget reflects only the activities associated with the grant application request. The entire project budget is larger, but no total amount was provided in the grant application.