

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 20, 2013

4:00 p.m.

-Consider approval of the minutes for October 9, October 16, October 23, October 30 and November 6, 2013.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval to purchase the used 2006 Hyster model H50T forklift for \$16,500, and to pay for this equipment out of Fund 232, Equipment Reserve (Keith Browning);
- (c) Consider approval of a Home Rule resolution codifying the Douglas County Heritage Conservation Plan into the Douglas County Code (Evan Ice);
- (d) Consider approval of a Notice to Township Board for a Cereal Malt Beverage license for Flamingo Enterprises (Clerk's Office);
- (e) Consider approval of a Notice to Township Board for a Cereal Malt Beverage license for The Clinton Store (Clerk's Office);
- (f) Consider approval of a Class "B" Club Occupational license for Little Reno, Inc DBA Paradise Saloon (Clerk's Office);
- (g) Consider approval of a Class "B" Club Occupational license for Bird of Lawrence (Clerk's Office);
- (h) Consider approval of a resolution making the Food Policy Council a joint city-county body (Eileen Horn);
- (i) Consider approval of a contract for Historic Survey for Heritage Council (Jackie Waggoner); and
- (j) Consider approval to purchase a used Walker Tank Trailer for Public Works (Keith Browning).

REGULAR AGENDA

- (2) Public Hearing for public comment and participation in the sale or disposition of the real estate and former ambulance building located at 225 Maine St., Lawrence, Kansas. (Craig Weinaug).
 - (3) Public Hearing for Temporary Business Use Permit for Westar equipment storage for work along the eastern leg of the SLT located approximately at 698 E 1250 Road (Linda Finger)
 - (4) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
Lawrence-Douglas County Bicycle Advisory Committee (1) position 12/2013
 - (c) Public Comment
 - (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, NOVEMBER 27, 2013 (Canceled)

WEDNESDAY, DECEMBER 4, 2013

4:00 p.m.

-Presentation on BW-12 (Biggert-Waters Flood Insurance Reform Act of 2012) adopted Congress in 2012 that takes effect this year and next year. The purpose, implementation and impacts of this act on owners of property within the FEMA regulatory floodplain will be presented by Robert Butler from FEMA Region VII office." (Robert Butler and Andy Megrail)

WEDNESDAY, DECEMBER 11, 2013

WEDNESDAY, DECEMBER 18, 2013

WEDNESDAY, DECEMBER 25, 2013 (Canceled)

WEDNESDAY, JANUARY 1, 2014 (Canceled)

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Keith A. Browning, P.E., Public Works Director
Doug Stephens, Operations Division Manager

DATE: November 5, 2013

RE: Consent Agenda authorization to purchase used Hyster Forklift

Douglas County Public Works would like to purchase a used 2006 Hyster Forklift model H50FT with approximately 4,380 hours. We have researched the cost of other used forklifts and feel that the asking price of \$16,500 is reasonable. A new forklift costs approximately \$26,500. The estimated life of this type of equipment is over 15,000 hours. Our Chief Mechanic checked the mechanical condition of this equipment and found no mechanical issues. The seller (Berry Material Handling, Topeka, Kansas) will furnish a 90 day power train warranty.

The forklift will be used at the County shop to load and unload materials and equipment. This piece of equipment will be critical at the new facility, but is also needed now at the current facility. Purchasing a used forklift now makes economic sense over waiting to purchase a new model at move-in.

Sufficient funds are available in Fund 232, Equipment Reserve, to purchase this equipment.

Action Required: Consent Agenda approval to purchase the used 2006 Hyster model H50T forklift for \$16,500, and to pay for this equipment out of Fund 232, Equipment Reserve.

AD - Crabtree, Robin

From: Evan H. Ice [EIce@stevensbrand.com]
Sent: Thursday, November 07, 2013 2:26 PM
To: AD - Crabtree, Robin; AD - Weinaug, Craig
Cc: AD - Finger, Linda
Subject: RE: Flory Clark Approved Heritage Conservation Plan 10-25-12 (3)
Attachments: Resolution - Codify Historical Preservation Plan.docx

Craig and Robin,

Attached is a home rule resolution that can probably be put on the County Commission Agenda has a consent agenda. The County Commission adopted the historical preservation plan last December. The proposed resolution makes no changes to fat plan. The purpose of the resolution is to incorporate the historical preservation plan in a home rule resolution to aid in its enforceability, and to enable us to put it in the County Code. Doing it this way, we will not have to publish the 20+ page plan, only the two page resolution. We probably should have done this when the plan was adopted last winter; my oversight. I have the new chapter for the County Code prepared that I can send to Robin as soon as the home rule resolution is adopted and we have a number for it.

I know that the agenda for next week's light because a commissioner will be absent and there's no reason why it can't wait until the following week.

I have the new chapter for the County Code prepared that I can send to Robin as soon as the home rule resolution is adopted and we have a number for it.

Let me know if you have any questions.

Evan H. Ice
eice@stevensbrand.com

STEVENS & BRAND, L.L.P.
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From: rcrabtree@douglas-county.com [mailto:rcrabtree@douglas-county.com]
Sent: Thursday, November 07, 2013 10:53 AM
To: Evan H. Ice
Cc: lfinger@douglas-county.com
Subject: RE: Flory Clark Approved Heritage Conservation Plan 10-25-12 (3)

Here's what I have on the items. I do not have a fully signed copy of the Certified Local Government Agreement.

Thanks,
Robin

From: Evan H. Ice [<mailto:EIce@stevensbrand.com>]
Sent: Thursday, November 07, 2013 8:53 AM
To: AD - Finger, Linda; AD - Crabtree, Robin
Subject: RE: Flory Clark Approved Heritage Conservation Plan 10-25-12 (3)

I got the PDF from the online BOCC Agenda packet. I'll make sure they are the same.

Evan H. Ice
eice@stevensbrand.com

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From: lfinger@douglas-county.com [<mailto:lfinger@douglas-county.com>]
Sent: Thursday, November 07, 2013 8:43 AM
To: Evan H. Ice; rcrabtree@douglas-county.com
Subject: FW: Flory Clark Approved Heritage Conservation Plan 10-25-12 (3)

This is what I received from Shelley. Hopefully, it the same version Robin sent.

Linda
Interim Director, Douglas County Zoning & Codes Department
Planning Resource Coordinator
lfinger@douglas-county.com

From: Clark, Shelley Hickman [<mailto:sclark@ku.edu>]
Sent: Wednesday, November 06, 2013 3:29 PM
To: AD - Finger, Linda
Subject: Flory Clark Approved Heritage Conservation Plan 10-25-12 (3)

Linda, I can also send this as a PDF if you prefer. Thank you. Shelley

This_email_has_been_scanned_by_the_MessageLabs_Email_Security_System.

HOME RULE RESOLUTION NO. _____

A HOME RULE RESOLUTION CODIFYING THE DOUGLAS COUNTY
HERITAGE CONSERVATION PLAN INTO THE DOUGLAS COUNTY
CODE

WHEREAS, K.S.A. 19-101a, *et seq.*, and amendments thereto, authorize the Board of County Commissioners of Douglas County, Kansas (hereinafter the "Board") to transact all county business and perform all powers of local legislation and administration it deems appropriate, including the enactment of legislation designed to protect the health, safety, welfare, and quality of life of the citizens of Douglas County; and

WHEREAS, the Board adopted the Douglas County Heritage Conservation Plan on December 19, 2012; and

WHEREAS, the Board adopts this Resolution to codify the County Heritage Conservation Plan into the Douglas County Code.

NOW THEREFORE, THE BOARD, INTENDING TO EXERCISE OF THE POWERS OF HOME RULE LEGISLATION PURSUANT TO K.S.A. 19-101a, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. *New Chapter in the Douglas County Code.* The Board establishes new Chapter 14 in the Douglas County Code, titled the Douglas County Heritage Conservation Plan.

SECTION 2. *Codification of Douglas County Heritage Conservation Plan.* The Douglas County Heritage Conservation Plan, adopted on December 19, 2012, is codified in Chapter 14 of the Douglas County Code. As such, the Douglas County Heritage Conservation Plan, adopted on December 19, 2012, is incorporated herein by reference with section numbers to correspond with numbering sequence of the Douglas County Code.

SECTION 3. *Effective Date.* This Resolution is effective from and after its adoption and publication one time in the official County newspaper.

ADOPTED _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Member

Jameson D. Shew, County Clerk

Jim Flory, Member

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, GRANT TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Flamingo Enterprises** to sell Cereal Malt Beverages at retail for consumption on the premises: **1626 E 1550 Rd, Lawrence, KS** .

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 **20th day of November, 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.

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 **The Clinton Store** to sell Cereal Malt Beverages at retail for consumption off the premises: **598 N 1190 Rd.**

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 **20th day of November, 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.

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$ 150.00 (original)

LICENSE TAX NO. 2

2014

TO WHOM IT MAY CONCERN:

Occupation License is hereby granted to **THE BIRD OF LAWRENCE**

Of CLASS "B" CLUB LICENSE NO. 10-016-0297-00 for the year beginning **January 1, 2014**

at **1626 EAST 1550 ROAD, LAWRENCE, KS 66044** in the Township of **GRANT** in **DOUGLAS COUNTY, KANSAS**

Same having been approved by the governing body of said County as provided by the Laws of Kansas, K.S.A.41-2622, and the regulations of the Board of County Commissioners.

This License will expire **DECEMBER 31, 2014** unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

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

this **20th** Day of **November 2013**.

Attest: _____

County Clerk

Chairman

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$ 150.00 (original)

LICENSE TAX NO. 1

2014

TO WHOM IT MAY CONCERN:

Occupational License is hereby granted to Little Reno, Inc DBA Paradise Saloon

of CLASS "B" CLUB LICENSE NO. 09-016-0134-00 for the year beginning **January 1, 2014**
at **1697 Highway 40, PO Box 442082, LAWRENCE, KS 66044** in the Township of **GRANT** in **DOUGLAS**
COUNTY, KANSAS

Same having been approved by the governing body of said County as provided by the Laws of Kansas, K.S.A.41-2622,
and the regulations of the Board of County Commissioners.

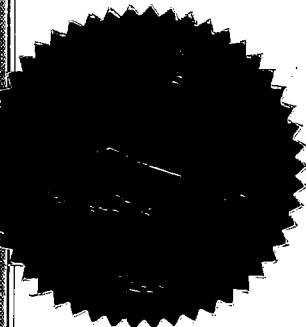
This License will expire DECEMBER 31, 2014 unless sooner revoked, is not transferable, nor will
any refund of the fee be allowed thereon.

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

this **20th day of November 2013.**

Attest: _____
County Clerk

Chairman





DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Coordinator

Memorandum

To: Board of County Commissioners
Craig Weinaug, County Administrator
From: Eileen Horn, Sustainability Coordinator
CC: Dave Corliss, Cynthia Wagner
Date: November 20, 2013

RE: Joint City/County Food Policy Council

At their October 16th meeting, the Douglas County Commission directed staff to amend the bylaws and resolution of the Douglas County Food Policy Council to reflect a joint city-county council structure. This was spurred by a request from the Lawrence City Commission at their October 1st meeting, requesting that the County Commission consider a joint council structure. This merger would recognize the significant overlap that already exists in the council's work and city programs (i.e. Common Ground), and would also allow for greater collaboration between city and county efforts to support agricultural producers, grow food sector businesses, and increase our citizens' access to healthy local food.

Therefore, the resolution and amended bylaws reflect a Douglas County Food Policy Council that would serve as an advisory body to the Douglas County Commission and Lawrence City Commission on issues related to food policy, food security, and economic development opportunities related to the local food system. With 23 total members, 9/23 appointments would be made by the City Commission, and 14/23 appointments made by the County Commission. This reflects a 60/40 split County/City. The two at-large appointments would be filled immediately by the City Commission. Then as existing members' terms expire, the City would appoint their positions as they become vacant.

Recommendation: Consider revision of the Food Policy Council's purpose to serve as an advisory board to both Douglas County and the City of Lawrence, and consider passage of the Resolution establishing the DCFPC as a joint City-County council.

Bylaws of the Douglas County Food Policy Council

(revised October 22, 2013)

ARTICLE I. NAME

Section 1.

The name of the organization shall be the Douglas County Food Policy Council. Hereinafter referred to as the FPC.

ARTICLE II. GOALS (Priority Areas for Study, Communication, and Action)

Section 1.

The Food Policy Council seeks to identify both the opportunities and challenges for a successful, sustainable local food system in Lawrence and Douglas County. The FPC will serve as a forum for discussion and coordination for community-wide efforts to improve our community's access to local food supply and distribution networks. Therefore, the FPC will focus on the following priority areas:

1. Economic development and entrepreneurial opportunities related to local food production and consumption
2. Improved health outcomes
3. Positive environmental quality impacts
4. Increased access to and distribution of wholesome, local food
5. Support for local producers of sustainable food products
6. Identification, preservation, and/or sustainable development of local resources including soil, agricultural land, important breeds/cultivars, water, skilled labor, capital, and markets
7. Increased education and awareness on the part of Lawrence and Douglas County residents regarding the benefits of locally produced foods

ARTICLE III. PURPOSES (Possible Council Work Items)

Section 1.

Work with appropriate partners at research and higher education institutions, government agencies, and other organizations to establish benchmarks for a local food system including: economic analysis, health outcomes, environmental impacts, entrepreneurial business models, access, and marketing of local foods.

Section 2.

Act as a clearinghouse and/or coordinator for objective, comprehensive data describing the local food system – including production, consumption, access, outcomes, participants, revenue, costs, etc.

Section 3.

Determine what infrastructure and/or services are needed to support a local food system in Lawrence and Douglas County (i.e. storage, processing, distribution, capital).

Section 4.

Draft a County-wide Food Policy that is specific to the needs and interests of the Douglas County community for review, modification and approval by the Board of County Commissioners and Lawrence City Commission.

Section 5.

Contribute to development of an informational website that connects stakeholders, provides producers and consumers with easy access to information about how to increase their capacity to sell and buy local products, and encourages the community to participate in the local food system.

Section 6.

Contribute to development of a guide to buying local in Douglas County including local food production for individual consumers, institutional buyers, and distributors.

Section 7.

Act as an advisory body to the Douglas County Commission and Lawrence City Commission on issues related to food policy, food security, and economic development opportunities related to the local food system.

Section 8.

Act as a forum for discussion and coordination of community-wide efforts to improve the overall food supply and distribution network of the Douglas County and Lawrence community, per above-listed goals.

ARTICLE IV. MEMBERS

Section 1.

Members shall be appointed by the Douglas County Commission or Lawrence City Commission for a term of three years, except for the initial appointments to the FPC as set out in Section 4.

Section 2.

Terms of service will begin at the start of the first meeting of the calendar year.

Section 3.

In the event of a member's inability to serve or resignation, the County Commission or City Commission shall appoint another person to serve for the remainder of the unexpired term so created.

Section 4.

Members shall be appointed the first year in a "staggered" manner- one third for a one-year term, one third for a two-year term, and one third for a three-year term

Section 5.

No person shall serve more than two consecutive terms as a member, except that: a) members appointed for an initial one or two-year term may be reappointed and complete two full three-year terms; b) vacant, unexpired terms may be filled by appointment of standing council members otherwise ineligible for

reappointment; and c) if an appointment to the FPC expires before the City or County Commission has appointed a replacement member, then the member whose term has expired shall serve until a successor has been appointed.

Section 6.

There shall be 23 members on the FPC, comprised as follows:

- a) County-appointed: Three at-large members, one appointed by the county commissioner from each county commission district;
- b) City-appointed: Two at-large members, appointed by the Lawrence City Commission;
- c) County-appointed: Three agricultural producers;
- d) City-appointed: One agricultural producer;
(Appointment of agricultural producers should strive for representation from both the Kansas and Wakarusa watersheds, and include a producer of animal protein, a producer of specialty crops, a commodity producer, and at least one involved in direct marketing of products).
- e) County-appointed: One representative of retail food outlet;
- f) City-appointed: Two representatives of retail outlets;
(Appointment of retail food outlet representatives should strive for balanced representation from retail grocery, restaurant, and emerging food businesses).
- g) County-appointed: One institutional food purchaser;
- h) County-appointed: One representative from an educational institution or organization located within Douglas County.
- i) County-appointed: One representative of the Douglas County Extension Service;
- j) City-appointed: One representative of the City of Lawrence Sustainability Advisory Board;
- k) City-appointed: One person working in the area of hunger and food insecurity;
- l) County-appointed: One person representing a non-governmental organization working in the area of health, nutrition, or medical care;
- m) County-appointed: One person representing a non-governmental organization working in the area of agriculture or local food systems;
- n) City-appointed: One representative of an established farmer's market in Douglas County;
- o) City-appointed: One representative of the Lawrence/Douglas County Chamber of Commerce;
- p) County-appointed: One youth representative (age 18-30) with demonstrated interest in food system issues;
- q) County-appointed: One person representing senior food and nutritional programs in Douglas County.

Section 7.

Individual members selected to serve on the FPC in the above-listed positions should demonstrate an ability to help the FPC achieve priority outcomes, experience or innovation regarding local food systems and community development, and/or an ability to influence the demand for locally produced foods.

Section 8.

The City/County Sustainability Coordinator shall provide staff support for the FPC as part of his/her regular duties, and serve as administrative liaison between the Board of County Commissioners, Lawrence City Commission, and the FPC.

Section 9.

Council member attendance is expected at every meeting of the FPC. In the event of three consecutive absences, a Council member may be asked to resign from the Council. *(Rev. 6.20.2011)*

- a) Members who know they will be absent at an upcoming meeting will send notice beforehand to the FPC chairperson and appointed Staff person.
- b) Members may receive an excused leave of absence if they submit a request to the Council detailing the number of meetings they will miss, along with the dates of the first meeting they will miss and the meeting date on which they will return. Leaves of absence will be approved by a vote of the Council.

ARTICLE V. OFFICERS

Section 1.

FPC officers shall be a Chairperson and Vice-Chairperson, and shall constitute the Executive Committee.

Section 2.

The Chairperson shall preside at meetings and perform other duties as prescribed by these bylaws. The Chairperson shall be the principal spokesperson for the FPC and shall sign official communications from the Council. The Chairperson, from time to time, may appoint committees to perform specific duties related to the Council's purpose.

Section 3.

The Vice-Chairperson shall preside in the absence of the Chairperson and may perform other duties of the Chairperson when empowered by the Chairperson to do so.

Section 4.

Officers shall be elected at the first regular meeting of the calendar year. Nominations may be made from the floor at that time. In the event of contest for an office, voting shall be by secret ballot.

Section 5.

Terms of office shall begin immediately following the elections.

Section 6.

In the event an officer is unable to serve or resigns from his or her office, the FPC shall elect a replacement at the next regular meeting

Section 7.

An officer may be recalled from office by a majority vote of the membership at a regular meeting of the FPC.

ARTICLE VI. MEETINGS

Section 1.

Regular meetings shall be held as necessary, at least six times a year.

Section 2.

The date, time and place of the regular meetings shall be fixed by the Executive Committee and announced to members at least two weeks prior to the meeting date.

Section 3.

The first meeting of the new calendar year will include announcing the new appointments of the FPC, and election of officers.

Section 4.

Eleven members shall constitute a quorum for conduct of business.

Section 5.

Official business, actions, and recommendations of the FPC shall be advanced or approved by simple majority vote of all members of the FPC or quorum thereof. These votes shall be recorded in regular minutes of the FPC.

Section 6.

The Executive Committee shall meet as necessary.

Section 7.

All meetings of the full FPC are public, and members of the public are invited to attend and monitor meetings. Chair shall provide an opportunity at the end of regular business each meeting for introductions of public and brief comments or questions from members of the public as time allows. As the FPC begins work leading to official recommendations to the County (i.e. information gathering, strategic planning, priority projects, etc.) the Executive Committee shall develop a process for public input as needed, and will publicize that process at least two weeks in advance of any relevant meeting of the FPC.

Section 8

A proposed agenda for each meeting shall be approved by the Executive Committee and made available to all FPC members at least one week in advance of each meeting. Requests for changes to the proposed meeting agenda can be made to the Chair at any time prior to approval of the proposed agenda at each meeting. Proposed changes are subject to approval by the full FPC.

ARTICLE VII. AMENDMENTS, REVISIONS, AND APPROVAL

Section 1.

These bylaws may be amended or revised by affirmative vote of a majority of the total membership at a regular meeting. Written notice of the proposed changes shall be in the hands of members at least two weeks prior to the meeting at which the vote to approve is scheduled.

Section 2.

The most current FPC bylaws shall be re-approved at the first regular FPC meeting of each calendar year.

Adopted May 17, 2010

Revised June 20, 2011

Revised October 22, 2013

CITY OF LAWRENCE, KANSAS ORDINANCE NO. _____

**BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS
RESOLUTION NO. _____**

**A JOINT RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF LAWRENCE, KANSAS (THE “CITY”) AND THE BOARD OF
COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (THE “COUNTY”)
ESTABLISHING THE DOUGLAS COUNTY FOOD POLICY COUNCIL (DCFPC)**

WHEREAS, the Douglas County Food Policy Council was established by the County in September 2009 to identify the benefits, challenges, and opportunities for a successful, sustainable local food system in Douglas County.

WHEREAS, the Lawrence City Commission requested that the Douglas County Commission consider a joint council structure for the Douglas County Food Policy Council.

WHEREAS, a joint council structure for the Douglas County Food Policy Council would recognize existing program overlap and allow for greater collaboration between the City and the County in regard to supporting agriculture producers, growing food sector businesses, and increasing citizen access to healthy local food.

NOW, THEREFORE, be it jointly resolved by the City and the County as follows:

Section 1. Establishment of Council. The Douglas County Food Policy Council (henceforth DCFPC) is hereby established as a joint advisory council to the City and the County.

Section 2. Purpose of the Council. The DCFPC seeks to identify the benefits, challenges, and opportunities for a successful, sustainable local food system in Lawrence and Douglas County. The DCFPC will serve as a forum for discussion and coordination for community-wide efforts to improve the community’s access to local food supplies and distribution networks. Therefore, the DCFPC will focus on the following priority areas:

- A) Economic Development and entrepreneurial opportunities related to local food production and consumption; and
- B) Improved health outcomes; and
- C) Positive environmental quality impacts; and
- D) Increased access to, and distribution of, wholesome, local foods; and
- E) Support for local producers of sustainable food products; and
- F) Identification, preservation, and/or sustainable development of local resources including soil, agricultural land, important breeds/cultivars, water, skilled labor, capital, and markets; and
- G) Increased education and awareness on the part of Douglas County residents regarding the benefits of locally produced foods.

Section 3. There shall be 23 members on the DCFPC, comprised as follows:

- a) County-appointed: **Three at-large members**, one appointed by the county commissioner from each county commission district;
- b) City-appointed: **Two at-large members**, appointed by the Lawrence City Commission;
- c) County-appointed: **Three agricultural producers**;
- d) City-appointed: **One agricultural producer**;
(Appointment of agricultural producers should strive for representation from both the Kansas and Wakarusa watersheds, and include a producer of animal protein, a producer of specialty crops, a commodity producer, and at least one involved in direct marketing of products).
- e) County-appointed: **One representative of a retail food outlet**;
- f) City-appointed: **Two representatives of retail outlets**;
(Appointment of retail food outlet representatives should strive for balanced representation from retail grocery, restaurant, and emerging food businesses).
- g) County-appointed: **One institutional food purchaser**;
- h) County-appointed: **One representative from an educational institution or organization located within Douglas County**.
- i) County-appointed: **One representative of the Douglas County Extension Service**;
- j) City-appointed: **One representative of the City of Lawrence Sustainability Advisory Board**;
- k) City-appointed: **One person working in the area of hunger and food insecurity**;
- l) County-appointed: **One person representing a non-governmental organization working in the area of health, nutrition, or medical care**;
- m) County-appointed: **One person representing a non-governmental organization working in the area of agriculture or local food systems**;
- n) City-appointed: **One representative of an established farmer's market in Douglas County**;
- o) City-appointed: **One representative of the Lawrence/Douglas County Chamber of Commerce**;
- p) County-appointed: **One youth representative (age 18-30) with demonstrated interest in food system issues**;
- q) County-appointed: **One person representing senior food and nutritional programs in Douglas County**.

Section 4. Membership. Term lengths and limits shall be governed as follows:

- a) Members shall be appointed by the Lawrence City Commission or the Douglas County Commission for a term of three years.
- b) Terms of service will begin at the start of the first meeting of the calendar year.
- c) In the event of a member's inability to serve or resignation, the responsible body shall appoint another person to serve for the remainder of the unexpired term so created.
- d) No person shall serve more than two consecutive terms as a member, except that: a) vacant, unexpired terms may be filled by appointment of standing council members otherwise ineligible for reappointment; and b) if an appointment expired before the City Commission or the County Commission has appointed a replacement member, then the member whose term has expired shall serve until a successor has been appointed.

Section 5. Meeting Attendance. Council member attendance is expected at every meeting of the DCFPC. In the event of three consecutive, unexcused absences, a Council member may be asked to resign from the Council.

Section 6. Staff Support. Both the City and the County shall provide staff support to the DCFPC as available and necessary.

Section 7. Bylaws. The DCFPC shall prepare bylaws to govern the Commission's structure and decision making process, and shall submit said bylaws to the City and County for joint approval.

Section 8. Open Meetings and Open Records. All meetings of the DCFPC shall be held in compliance with the Kansas Open Meetings Act, and its records shall be subject to the Kansas Open Records Act.

Section 9. Withdrawal by City or County. Either the City or the County may withdraw its support of the DCFPC and terminate the DCFPC's role with respect to such body upon not less than thirty (30) days notice to the other governmental body.

Section 10. Effective Date. This Resolution shall only take effect and shall be in full force from and after its adoption by the last to adopt this Resolution of either the City or the County.

Adopted by the Governing Body of the City of Lawrence, Kansas this ____ day of _____, 2013.

APPROVED:

Michael Dever
Mayor

ATTEST:

Jonathan M. Douglass
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Toni R. Wheeler
City Clerk

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

Mike Gaughan, Chair

Nancy Thellman, Member

Jim Flory, Member

ATTEST:

Jameson D. Shew, County Clerk



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
Bobbi Rahder, Heritage Council Coordinator

SUBJECT: Consider Contract for Historic Resources Survey

DATE: November 7, 2013

In March 2013, the Douglas County Commission approved the Heritage Conservation Council to submit an HPF grant application to the Kansas State Historical Society to support the 2013 Historic Resources Survey of Wakarusa Township. The HPF grant was awarded in the amount of \$35,000 for this project.

We solicited proposals from qualified individuals/firms to complete a natural, cultural and historic resources survey of the remaining unincorporated Wakarusa Township, which contains approximately 47 square miles. One proposal was received from Dale Nimz.

Following our bidding process in January 2012, Dale Nimz was awarded the contract for surveying Eudora Township and a partial survey of the unincorporated Kanwaka Townships. We also received commission approval in October 2012 to extend Mr. Nimz's contract for the next phase of survey work identified as the remaining unincorporated areas in Kanwaka and Wakarusa Townships.

A committee of three (Bobbi Rahder, Dennis Domer, and myself) reviewed the proposal. The committee and Heritage Conservation Council both agreed that the previous surveys conducted by Dale Nimz exceeded the expectations of how he approaches the project, and required less reliance on the Heritage Conservation Council and county staff for support. Mr. Nimz is highly qualified as evidenced by his expertise, extensive experience and local knowledge. Furthermore, he has established contacts and relationships in Wakarusa Township based on his 2012 survey in the Township.

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

RECOMMENDATION: The Board of County Commissioners approves a contract with Dale Nimz in the amount of \$35,000 to complete a natural, cultural and historic survey of the remaining unincorporated Wakarusa Township.

To: Board of County Commissioners

FROM: Keith A. Browning, P.E., Director of Public Works/County Engineer
Doug Stephens, Operations Division Manager

DATE: November 14, 2013

RE: Authorization to purchase a used Walker Tanker Trailer

Douglas County Public Works would like to purchase a used 1999 Walker 6250 gallon tanker trailer for \$35,000. Our mechanics inspected this trailer for condition and found no mechanical problems. We have researched the price of other used tankers and feel that the asking price of \$35,000 is reasonable. A new tanker trailer costs approximately \$75,000. The tanker trailer will be converted to a water truck that can be used to clean bridge decks after snow and ice events and water gravel roads. This trailer will replace a 1969 Etnyre trailer that is experiencing mechanical problems. Our existing tanker trailer will be sold in our online auction.

Sufficient funds are available in Fund 232, Equipment Reserve, to purchase this equipment.

Action Required: Consent agenda approval to purchase a used 1999 Walker 6250 gallon tanker trailer for \$35,000, and to pay for this equipment out of Fund 232, Equipment Reserve.

MEMORANDUM

TO: Board of County Commissions
FROM: Evan Ice, County Counselor
DATE: October 23, 2013
RE: Proposed Sale of Former Ambulance Building

BACKGROUND:

As a result of discussions between Craig Weinaug and Gene Meyer, the Board of Trustees of Lawrence Memorial Hospital voted to purchase the former ambulance building at 225 Maine for \$325,000.

NEED FOR RESOLUTION AND PUBLIC HEARING:

Before the Board of County Commissioners can consider selling the former ambulance building, the Board must hold a public hearing and allow public participation.

Enclosed with this Memorandum is a proposed Resolution that the Board can consider adopting. If the Resolution is adopted as presented, the Board will hold a public hearing on November 20, 2013 to take public comment and allow public participation on the matter. The entire Resolution need not be published, but the form of legal publication contained in Exhibit A should be **published one time between November 6, 2013 and November 13, 2013.**

A copy of the proposed real estate contract is also enclosed. The Board should not take action on the proposed contract on October 30, 2013, but should make the proposed contract available to anyone who requests to see it. The Board will consider the proposed contract on November 20, 2013. At the conclusion of the November 20, 2013 public hearing, the Board can authorize the Chair to sign the contract and all closing documents. I will provide a proposed Commission Order before the November 20 meeting.

SUGGESTED ACTION:

Adopt the proposed Resolution and schedule a public hearing for November 20, 2013.

RESOLUTION NO. 13-30

A Resolution of the Board of County Commissioners of Douglas County, Kansas, Adopted Pursuant to K.S.A. 19-211(b), Establishing an Alternate Methodology for Disposal of Certain Douglas County Property

WHEREAS, K.S.A. 19-211(b) provides that the Board of County Commissioners of Douglas County, Kansas (hereinafter the "Board") may, in lieu of the following procedures established in K.S.A. 19-211(a) for the disposal of property, adopt a Resolution to establish an alternate methodology for disposal of property.

WHEREAS, Douglas County, Kansas, by and through the Board, owns a former ambulance building located at 225 Maine, Lawrence, Kansas, including the real estate legally described as follows:

Parts of Lots 55, 56, 57, 58, and 60, in Block 11, West Lawrence, an Addition in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:

Commencing at the centerlines of 2nd and Maine Streets in the City of Lawrence, Kansas, thence S. 0°00' E, along the centerline of Maine Street, 213.42 feet, thence N. 90° 00' W., 124.77 feet to the point of beginning, thence S. 44° 51' 45" W., 85.87 feet, thence S. 0° 05' 24" E., 49.37 feet, thence S. 89° 57' 12" W., 69.41 feet, thence N. 0° 02' 48" W., 110.0 feet, thence N. 89° 51' 45" E., 130.0 feet to the point of beginning,

(the "Real Estate").

WHEREAS, the Board desires to consider entering into a Real Estate Agreement with Lawrence Memorial Hospital ("LMH") that will, if all conditions are satisfied, result in the Board's conveying fee title of the Real Estate to LMH for the sum of \$325,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION AND INTENDING TO EXERCISE ITS POWERS PURSUANT TO K.S.A. 19-211(b), DOES HEREBY RESOLVE AS FOLLOWS:

1. Methodology for Disposal of Specific Property. The Board adopts the following methodology with respect to its potential disposal of the Real Estate:

a. The property proposed to be sold or disposed of is the Real Estate described above in the Recitals.

b. The proposed method of sale or disposition of the Real Estate shall involve entering into a Real Estate Agreement with LMH that will, if all conditions are satisfied, result in the Board's conveying fee title to the Real Estate LMH for the lump sum of \$325,000.

c. Public comment and public participation in the sale or disposition of the Real Estate shall be permitted and will be received and considered at a public hearing and allow public participation to be held on November 20, 2013, commencing at 4:00 p.m.

d. After conclusion of the public hearing, the Board will make a determination whether to take formal action to enter into the Real Estate Agreement, considering such matters as the Board determines relevant, including but not limited to LMH's mission and its proposed use of the Real Estate for hospital purposes or otherwise provide a benefit to Douglas County and its residents.

e. The Board's decision to dispose of the Real Estate must be made unanimously by all three members of the Board.


f. The County Administrator shall cause a Notice of Public Hearing and Public Participation to be published one time in the official County newspaper no more than 14 and no less than 7 days before the date of the public hearing, in accordance with the form provided in Exhibit A.

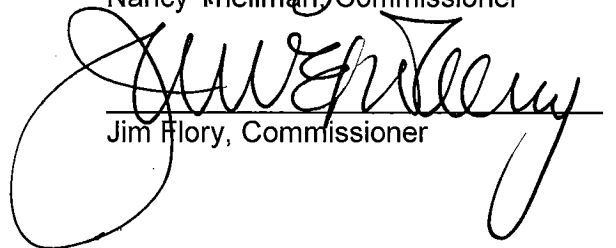
2. Effective Date. This Resolution shall take effect and be in force from and after its adoption.

IN WITNESS WHEREOF, the foregoing Resolution was adopted on October 30, 2013.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS


Mike Gaughan, Chair


Nancy Thellman, Commissioner


Jim Flory, Commissioner

ATTEST:


Jameson D. Shew, County Clerk

Exhibit A
Form of Legal Publication

NOTICE OF PUBLIC HEARING AND PUBLIC PARTICIPATION

-----TO ALL PERSONS:-----

Please take notice that pursuant to Resolution No. 13-30, adopted pursuant to K.S.A. 19-211(b), the Board of County Commissioners of Douglas County, Kansas (the "Board") will consider entering into a Real Estate Agreement with Lawrence Memorial Hospital ("LMH") that will, if all conditions are satisfied, result in the Board's conveyance to LMH of fee title to the described real estate:

Parts of Lots 55, 56, 57, 58, and 60, in Block 11, West Lawrence, an Addition in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:

Commencing at the centerlines of 2nd and Maine Streets in the City of Lawrence, Kansas, thence S. 0°00' E, along the centerline of Maine Street, 213.42 feet, thence N. 90° 00' W., 124.77 feet to the point of beginning, thence S. 44° 51' 45" W., 85.87 feet, thence S. 0° 05' 24" E., 49.37 feet, thence S. 89° 57' 12" W., 69.41 feet, thence N. 0° 02' 48" W., 110.0 feet, thence N. 89° 51' 45" E., 130.0 feet to the point of beginning,

(the "Real Estate") for the sum of \$325,000. A copy of the proposed Real Estate Agreement is available for inspection at the office of the Douglas County Clerk, 1100 Massachusetts St., Lawrence, Kansas.

A public hearing will be held at 4:00 p.m. on November 20, 2013, at which time the Board will discuss and receive public comments and allow public participation concerning the foregoing. The public hearing will be held in the Commission meeting room on the second floor of the Douglas County Courthouse, at 1100 Massachusetts, Lawrence, Kansas.

After conclusion of the public hearing, the Board will make a determination whether to take formal action to enter into the Real Estate Agreement, considering such matters as the Board determines relevant, including but not limited to LMH's mission and its proposed use of the Real Estate for hospital purposes or otherwise provide a benefit to residents of Douglas County.

[Notice to Publisher: Publish one time, no more than 14 and no less than 7 days before said hearing. Send 2 proofs of publication to County Administrator, Douglas County Courthouse, 11th and Massachusetts, Lawrence, KS 66044.]

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the **Board of County Commissioners, Douglas County, Kansas** ("Seller"), and the **Board of Trustees of Lawrence Memorial Hospital**, an instrumentality of the City of Lawrence, Douglas County, Kansas ("Buyer").

WITNESSETH:

WHEREAS, Buyer formerly operated an ambulance building and other improvements (the "Improvements") on a portion of real property legally described as Lot 1 and Lot 2, Block One, Lawrence Memorial Hospital Addition, a subdivision in the City of Lawrence, Douglas County, Kansas (collectively, the "Property");

WHEREAS, a review of title to the Property revealed certain clouds on title, such that Seller, Buyer, and the City of Lawrence, Kansas (the "City") may each have certain interests in and to portions of the Property;

WHEREAS, the parties desire that title to the Property be held in the name of the City, such that Buyer shall acquire clean title from the City at a later date pursuant to the terms of an industrial revenue bond financing arrangement and ground lease between Buyer and City.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Title Insurance.**

(a) Within fourteen (14) days after the date hereof, Seller shall deliver to Buyer a title commitment for an owner's policy of title insurance (the "Title Commitment") respecting the Property issued by Commerce Title, LLC, Lawrence, Kansas (the "Title Company"). The Title Commitment shall reflect the reflective ownership interests in the Property (if any) of Seller, Buyer and City, and any other liens, encumbrances, easements, conditions, or restrictions. Seller shall pay the cost of the Commitment. Buyer or City shall be responsible for the cost of any title insurance policy ordered by Buyer or City.

(b) Should Buyer notify Seller of any matter contained in the Title Commitment affecting title to the Property that Seller created and caused to exist and to which Buyer objects (other than Seller's ownership rights, if any, which shall be addressed as provided elsewhere in this Contract), Seller shall have until the Closing Date to correct such defect. If Seller does not correct all such defects by the Closing Date, Buyer shall have the right (but not the obligation) to: (i) accept title to the Property subject to such matters; (ii) grant an extension of time to cure said matters; or (iii) cancel and terminate this Contract and receive a refund of all sums paid to Seller or deposited with the Title Company pursuant to this Contract.

2. **Deed to Property; Release Payment.** On or before that date which is thirty (30) days after the Effective Date (the "Closing" or the "Closing Date"), Buyer shall deposit with the

Title Company the sum of **\$325,000.00** (the "Release Payment"). At the Closing, Seller shall also deposit with the Title Company a quit-claim deed (the "Deed") for the Property, with City as the grantee thereof. The Deed shall be in such form as is reasonably acceptable to Buyer and City. Payment of the Release Payment shall be in full and complete satisfaction and accord of any claims which have been asserted, could have been asserted, or could be asserted against City and/or Buyer for any reason whatsoever related to the Property.

3. **Default.** If Seller has performed its obligations under this Contract, and if at any time Buyer defaults in performing its obligations under this Contract, then in such event Seller shall have the right to pursue any available right or remedy under Kansas law. If Buyer has complied with all of its obligations under this Contract, and if at any time Seller defaults in the performance of its obligations under this Contract, then in such event Buyer shall have the right to pursue any available right or remedy under Kansas law.

4. **Notices.** All notices which are required to be given hereunder shall be sufficiently given if delivered in person, sent by messenger, overnight courier or certified United States mail, return receipt requested, to the party for whom intended at the address of such party as follows (or at such other address of which such party shall have given written notice in the manner provided herein):

If to Buyer: Lawrence Memorial Hospital
 Attn. CEO
 325 Maine Street
 Lawrence, Kansas 66044

With a copy to: David E. Waters
 Lathrop & Gage LLP
 10851 Mastin Blvd., Suite 1000
 Overland Park, Kansas 66210

If to Seller: Douglas County
 Attn. Craig Weinaug
 1100 Massachusetts St.
 Lawrence, Kansas 66044

With a copy to: Evan Ice
 Stevens & Brand, L.L.P.
 900 Massachusetts Street, Suite 500
 Lawrence, Kansas 66044

Notices shall be deemed given on the date delivered in person or by messenger or on the date deposited with the United States mail or overnight courier service, as the case may be. When a date specified herein falls upon a Saturday, Sunday or national holiday, the following Monday or the day after such holiday shall be used for purposes of this Contract.

5. **Commissions.** Buyer and Seller represent that no broker or agent has participated in any manner in the negotiation of this Contract on behalf of Buyer or Seller, and that any sales commission validly claimed by any broker or agent or any third party claiming under an

agreement with Buyer or Seller, respectively, shall be the sole responsibility of the party against which any such claim is made.

6. **Miscellaneous.** Time is of the essence of this Contract. This Contract contains the entire agreement of the parties, and may be amended only by further written documents signed by each of the parties. If any provisions of this Contract are held invalid or unenforceable, the invalidity or unenforceability shall be limited to the provisions involved, and shall not affect the validity or enforceability of remaining provisions. The provisions of this Contract shall survive the Closing. The captions of the sections of this Contract shall have no legal significance. The rule that a document is construed against the drafting party shall have no application to the interpretation of this Contract. This Contract shall be construed and governed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

SELLER:

BUYER:

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

**BOARD OF TRUSTEES OF
LAWRENCE MEMORIAL HOSPITAL**

By (Sign): _____

By (Sign): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMMISSION ORDER
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

WHEREAS, Douglas County, Kansas, by and through the Board of County Commissioners of Douglas County, Kansas (the "Board"), owns a former ambulance building located at 225 Maine, Lawrence, Kansas, including the real estate legally described as follows:

Parts of Lots 55, 56, 57, 58, and 60, in Block 11, West Lawrence, an Addition in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:

Commencing at the centerlines of 2nd and Maine Streets in the City of Lawrence, Kansas, thence S. 0°00' E, along the centerline of Maine Street, 213.42 feet, thence N. 90° 00' W., 124.77 feet to the point of beginning, thence S. 44° 51' 45" W., 85.87 feet, thence S. 0° 05' 24" E., 49.37 feet, thence S. 89° 57' 12" W., 69.41 feet, thence N. 0° 02' 48" W., 110.0 feet, thence N. 89° 51' 45" E., 130.0 feet to the point of beginning,

(Collectively, the "Real Estate").

WHEREAS, the Real Estate has been replatted such that it is now included as a part of Lot 1 and Lot 2, Block 1, Lawrence Memorial Hospital Addition, in addition to the City of Lawrence, Douglas County Kansas (the "Lots") and cannot be deeded by reference to Block 11, West Lawrence, subdivision.

WHEREAS, pursuant to K.S.A. 19-211(b), the Board adopted Resolution No.13-30 to create an alternative methodology to permanently dispose of fee title to the Real Estate.

WHEREAS, pursuant to Resolution No. 13-30, the Board held a public hearing on November 20, 2013, at which hearing the Board received public comment and public participation in connection with the permanent disposition of the Real Estate by quit claiming the Lots to Lawrence Memorial Hospital ("LMH") for the sum of \$325,000.

NOW THEREFORE, the Board makes the following findings and instructions:

1. The Board concludes that it can no longer prudently use the Real Estate for Douglas County business and conveyance of the Lots to LMH for \$325,000 is prudent and is in the best interests of Douglas County and its residents.

2. The Chair of the Board is authorized and directed to execute and deliver a real estate contract to LMH, pursuant to which the Board will quitclaim its interest in the Lots to LMH for a sale price of \$325,000 and containing such other terms and provisions acceptable to the Chair. Once all conditions precedent contained in the contract are satisfied, (i) the Chair of the Board is authorized and directed to execute and deliver to LMH a quit-claim deed, conveying fee simple title to the Lots in accordance with the terms and conditions of the contract, and (ii) any one of the Chair of the Board, the County Administrator, or the Assistant County Administrator are authorized to execute and deliver any and all other documents that such person determines necessary or advisable in connection with the transactions contemplated the contract.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the forgoing Order is adopted on _____, 2013.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Commissioner

Jameson D. Shew, County Clerk

Jim Flory, Commissioner



DOUGLAS COUNTY ZONING & CODES DEPARTMENT MEMORANDUM

TO: Board of County Commissioners
SUBJECT: TBU-2013-03, Temporary Business Permit for a construction & equipment “laydown” yard for Westar Energy, to be located at 698 E 1250 Rd.
DATE: November 20, 2013
FROM: Linda M. Finger, Interim Director Zoning & Codes

BACKGROUND:

Westar Energy will be removing current transmission and distribution lines along the new K-10, eastern leg alignment (SLT) and replacing these lines with new poles and transmission/distribution lines. They have a need for a nearby site to store materials and equipment for this work. The site may also be used by Westar for future projects in the Lawrence vicinity. Westar has permission from the property owner, Rural Water District #2 to submit this Temporary Business Use application and to use the property for the proposed use. Rural Water District #2 acquired this triangular tract of land from KDOT at the end of the U.S. Hwy 59 project, when it was determined to be excess right-of-way. The Water District purchased the land for a similar storage and equipment yard purpose.

TEMPORARY BUSINESS USE REQUESTED:

The area will be used as a construction storage yard for equipment and vehicles. The construction vehicles stored at the site may include : line trucks, one and two ton trucks, semi-trucks and trailers, dump trucks, drill rigs, wood mats, concrete trucks and other equipment needed for removal and construction of power lines. Materials stored on the site may include: wood poles, steel poles, cross arms, anchor bolt cages, rolls of conductor and shield wire, bolts, connex boxes, and other materials needed for construction of transmission and distribution lines. There will also be a construction job trailer on the site, trash bins, portable toilets, and various items needed to maintain a remote office location.

APPLICABLE REGULATIONS:

Temporary Business Uses may be permitted in any zoning district upon review and finding of the Board of County Commissioners that the proposed use is in the public interest [re: section 12-319-5]. In making this determination, the Board is required to consider:

- *the intensity and duration of the use,*
- *the traffic that can be expected to be generated by the use,*
- *the applicant's plans for dealing with sanitation and other public health and safety issues, and*
- *other factors which the Board in its discretion determines will affect the public's health, safety and welfare.*

Temporary Business Uses are enumerated in section 12-319-5.01.b. This specific use requested can be found in section 12-319-5.01b.2): “Construction building or construction materials yard”.

The Temporary Business Use procedure requires an application be submitted a minimum of 28 days prior to the commencement date. The regulations also permit, “For good cause shown...” a

shorter time frame for submittal prior to the public hearing. In this case, the applicant and staff were able to provide the required notice to property owners for a meeting in less than 28 days of the application's submittal. In consultation with the County Administrator regarding the Commission's holiday schedule, it was deemed appropriate to allow this application to be placed on a Commission agenda in less than 28 days. The application was received on November 1, 2013.

The time frame requested for the Temporary Business Use permit is: **November 21, 2013 through May 15, 2015.** The application notes there may be a need for an extension of this time frame if construction takes longer than anticipated.

The application is required to be accompanied by a plan showing the location of the Temporary Business Use (construction storage & equipment yard) and an explanation of the following activities. A summary of the activities submitted with response from the applicant in blue follows:

- Road Maintenance & Dust Control: E 1250 Rd is paved. Road Maintenance and dust should not be issues.
- Property Entrance: The North and South entrances onto E. 1250 Rd are marked on the attached map and both are ~60' wide. Security gates will be installed inside the property line at both entrances. KDOT still controls this road; it has not been turned over yet to Douglas County. [The Applicant is working with KDOT for entrance permits.]
- Security lighting: Westar does not plan to install any type of security lights at the site.
- Health Code: Portable toilets will be located on site.
- Security Fencing: Westar has obtained permission from RWD #2 to install security gates at the two existing entrances. The gates would be located within the property lines and not on right-of-way. Westar does not plan to do any additional fencing at the site.
- Location of Construction/Job Trailer: There is an existing distribution electrical pole located just north of the southern gate. A construction trailer and portable toilet would be located near this pole as shown on the site plan.
- Township Fire Dept: Westar will work with the fire department to install separate locks on the security chain of the gates and give a key to the Fire Dept. so that they may have access to the site.
- Liability Insurance: Westar routinely writes general liability insurance for all "laydown" sites. Obtaining general liability insurance was a requirement of the signed lease with RWD #2
- Surfacing of parking/storage areas: The majority of the site is already graveled and vehicles will be parked on this gravel surface around the site. We have an agreement with RWD #2 that Westar may place additional gravel on the southern portion of the site for additional parking. The area for additional gravel is marked with hash marks on the site plan.
- Alcoholic Beverages: No alcohol will ever be served or permitted at the site.

Public notice of the Temporary Business Use was mailed to property owners within 1,000' of this site on November 6th, 2013. The Zoning & Codes Department has received no inquiries or calls in response to the notice that was sent.

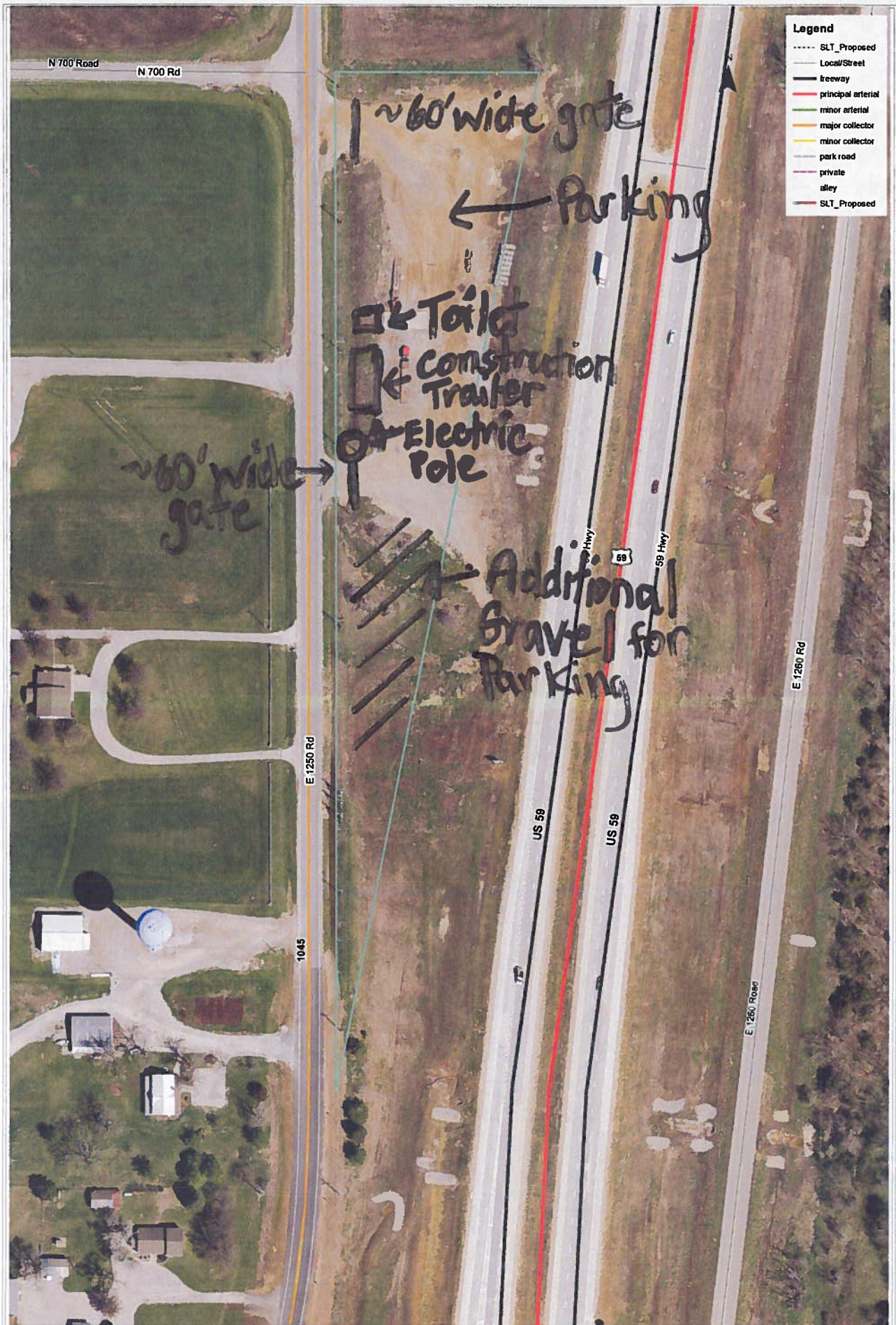
A public hearing is required to be held by the Board of County Commissioners on the Temporary Business Use permit application, in accordance with section 12-319-5.01.f. The Commission may approve or deny the permit. If the permit is approved, the action the Commission takes need to include the **effective time period for the permit and all conditions under which the permit is granted.**

A Temporary Business Permit is issued to the applicant making the request. It is not assignable to another part without the Commission's consent [re:-12-391-5.01.g]

STAFF RECOMMENDATION:

Approval of the Temporary Business Permit for the location of a construction "laydown" yard for Westar Energy, located at 698 E 1250 Rd, for approximately 18 months, from November 21, 2013 through May, 21, 2015, with the following stipulation that the applicants receive permission from KDOT for the two access points to E 1250 Road and that any entrance improvements for the temporary use be completed prior to use of the site.

**Please note in your approval action if staff may administratively approve a 3-6 month extension, if needed, for Westar to complete their work on the K-10 eastern leg (SLT) construction project.*



Westar Energy Laydown Site
 698 E. 1250 Rd
 Lawrence, KC



Date: 11/14/2013