

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, FEBRUARY 19, 2014

-6:35 p.m.

-Consider approval of the minutes for January 22 and January 29, 2014

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider awarding contract for pavement rehabilitation Project No. 2013-19 Penny's Sand Plant Road Improvements (Terese Gorman);
- (c) Approval of a resolution establishing a 40-mph speed limit on N 2100 Road from Route 1045 (E 1400 Road) to E 1500 Road (Keith Browning);
- (d) Consider approval of Crushed Rock Bids for Road Maintenance (Keith Browning); and
- (e) Consider approval to solicit bids for herbicide for Noxious Weed Cost Share Sales and Rights-of-Way Control (Keith Browning)

REGULAR AGENDA

- (2) **CUP-13-00482**: Consider a Conditional Use Permit for Good Earth Gatherings, a recreational facility including education, community outreach, and ancillary retail sales on approximately 10 acres located at 858 E 1500 Rd. Submitted by Tamara Fairbanks-Ishmael, property owner of record. (PC Item 4; approved 9-0 on 1/27/14) Mary Miller is the Planner.
- (3) Consider an amendment to the Douglas County Purchasing Policy related to contracts for service and modify the procedures for the annual budget development process for county funded agencies. (Sarah Plinsky)
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
Non-Lawyer Members of the District Judicial Nominating Commission (2) expire 03/01/14
Lawrence-Douglas County Housing Authority (1) position expires 06/2014
- (c) Public Comment
- (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, FEBRUARY 26, 2014

-Work Study Session on Wind Towers – postponed from 02-05-14 meeting.

-Consider request of the City of Lawrence for right of way along a portion of the frontage of Broken Arrow Park (Michael Kelly)

WEDNESDAY, MARCH 5, 2014

WEDNESDAY, MARCH 12, 2014

6:35 p.m.

-Temp. Business Use – Zoning & Codes

WEDNESDAY, MARCH 19, 2014

WEDNESDAY, MARCH 26, 2014

4:00 pm

-Presentation of Report from Lawrence-Douglas County Advocacy Council on Aging (Judy Bellome)

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.

MEMORANDUM

To : Board of County Commissioners

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

Date : February 5, 2014

Re : Consider awarding contract for pavement rehabilitation Project No. 2013-19
Pennys Sand Plant Road Improvements

Bids were opened on Monday, February 3, 2014 for the above referenced project. The project entails Grading, 10" Concrete Pavement, Aggregate Surfacing (AB-3), Aggregate Shoulder, Seeding and Traffic control for improvements to the intersection at N1500/E1750 roads and Grading, 10" Concrete Pavement, Aggregate Shoulder, Pavement Marking, Seeding, and Traffic Control to construct an eastbound turn lane on Douglas County Route 442 (N1400 Rd) at Douglas County Route 1057 (E1900 Rd).

We received bids from six contractors as shown below (also see attached bid tabulation). The low bid was submitted by King's Construction.

Engineers Estimate	\$154,198.00
King's Construction	\$ 97,680.50
Sunflower Paving, Inc.	\$106,904.30
Amino Bro's, Inc.	\$110,064.20
Kansas Heavy Construction	\$119,259.20
Freeman Concrete Const.	\$128,421.50
PCiRoads, LLC	\$229,099.36

It is recommended to accept the low bid from King's Construction in the amount of 97,680.50.

You will recall Douglas County entered into an agreement with Penny's under terms of which Penny's will reimburse Douglas County for all construction costs for this work.

Action Required: Consent Agenda acceptance of the low total bid from King's Construction and award a construction contract in the amount of \$97,680.50 for Project No. 2013-19 and approve the Public Works Director to approve change orders up to 5% of the contract amount.

PROJECT NO. 2013-19 BID NO. 13-F-0020 - Opens Feb. 3, 2014 @ 3:00 p m				BID TAB							
PENNY'S SAND PLANT				ENGINEER'S ESTIMATE		CONTRACTOR		CONTRACTOR		CONTRACTOR	
INTERSECTION IMPR N1500 & E1750 - GEOMETRIC IMPR RTE 442 AT RTE 1057						King's Construction		Sunflower Paving, Inc.		Amino Bro's, Inc.	
SPEC NO.	BIDDING ITEM	APPROX. QTY.		UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.
801	Mobilization	1	L.S.	\$ 5,500.00	\$5,500.00	\$ 7,500.00	\$7,500.00	\$ 4,330.00	\$4,330.00	\$ 1,174.00	\$1,174.00
201	Clearing & Grubbing	1	L.S.	\$ 3,500.00	\$3,500.00	\$ 1,500.00	\$1,500.00	\$ 2,770.00	\$2,770.00	\$ 2,692.00	\$2,692.00
205	Common Excavation (Contr. Furnished)	200	C.Y.	\$ 6.50	\$1,300.00	\$ 25.00	\$5,000.00	\$ 16.80	\$3,360.00	\$ 18.70	\$3,740.00
205	Unclassified Excavation	319	C.Y.	\$ 6.00	\$1,914.00	\$ 20.00	\$6,380.00	\$ 15.10	\$4,816.90	\$ 26.70	\$8,517.30
205	Compaction of Earthwork (Type B)(MR-90)	516	C.Y.	\$ 4.00	\$2,064.00	\$ 2.50	\$1,290.00	\$ 6.00	\$3,096.00	\$ 9.00	\$4,644.00
Plans/305	Aggregate Shoulder (AB-3)(6")	147	S.Y.	\$ 30.00	\$4,410.00	\$ 10.00	\$1,470.00	\$ 14.00	\$2,058.00	\$ 15.25	\$2,241.75
502	Concrete Pavement (10" Uniform) (Fiber Reinforced)(High Early)	368	S.Y.	\$ 110.00	\$40,480.00	\$ 69.50	\$25,576.00	\$ 76.30	\$28,078.40	\$ 76.80	\$28,262.40
502	Concrete Pavement (10" Uniform) (Fiber Reinforced)	625	S.Y.	\$ 90.00	\$56,250.00	\$ 57.50	\$35,937.50	\$ 62.50	\$39,062.50	\$ 68.70	\$42,937.50
Plans/07-DG-805	Traffic Control	1	L.S.	\$ 17,500.00	\$17,500.00	\$ 6,500.00	\$6,500.00	\$ 14,980.00	\$14,980.00	\$ 7,207.00	\$7,207.00
Plans/901	Temporary Erosion & Pollution Control	1	L.S.	\$ 4,000.00	\$4,000.00	\$ 2,500.00	\$2,500.00	\$ 820.00	\$820.00	\$ 3,313.00	\$3,313.00
Plans/07-DG-97	Pavement Marking (Paint)(White)(4")	1005	L.F.	\$ 6.00	\$6,030.00	\$ 0.40	\$402.00	\$ 0.50	\$502.50	\$ 0.45	\$452.25
Plans/07-DG-97	Pavement Marking (Paint)(White)(Rt Arrow)	5	Ea.	\$ 300.00	\$1,500.00	\$ 125.00	\$625.00	\$ 140.00	\$700.00	\$ 142.00	\$710.00
802	Contractor Construction Staking	1	L.S.	\$ 5,000.00	\$5,000.00	\$ 1,500.00	\$1,500.00	\$ 1,280.00	\$1,280.00	\$ 909.00	\$909.00
07-DG-903A	Seeding	1	L.S.	\$ 4,000.00	\$4,000.00	\$ 1,000.00	\$1,000.00	\$ 700.00	\$700.00	\$ 2,923.00	\$2,923.00
Plans	Remove & Reset Sign	1	Ea.	\$ 750.00	\$750.00	\$ 500.00	\$500.00	\$ 350.00	\$350.00	\$ 341.00	\$341.00
TOTAL BID					\$154,198.00		\$97,680.50		\$106,904.30		\$110,064.20
Keith Browning, Director of Public Works By: Keith A. Browning, P.E.				Jamie Shew, County Clerk By: Jamie Shew				Dated: 02/03/2014			

PENNY'S SAND PLANT

CONTRACTOR

CONTRACTOR
Freeman Conc. Const., LLC

CONTRACTOR

PCiRoads, LLC

CONTRACTOR

INTERSECTION IMPR N1500 & E1750 - GEOMETRIC IMPR RTE 442 AT RTE 1057

Kansas Heavy Const.

SPEC NO.	BIDDING ITEM	APPROX. QTY.		UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.	UNIT PRICE	EXT.
801	Mobilization	1	L.S.	\$ 4,680.00	\$4,680.00	\$ 3,680.00	\$3,680.00	\$ 36,000.00	\$36,000.00		
201	Clearing & Grubbing	1	L.S.	\$ 3,500.00	\$3,500.00	\$ 1,750.00	\$1,750.00	\$ 3,800.00	\$3,800.00		
205	Common Excavation (Contr. Furnished)	200	C.Y.	\$ 28.40	\$5,680.00	\$ 23.00	\$4,600.00	\$ 88.00	\$17,600.00		
205	Unclassified Excavation	319	C.Y.	\$ 27.40	\$8,740.60	\$ 35.00	\$11,165.00	\$ 102.00	\$32,538.00		
205	Compaction of Earthwork (Type B)(MR-90)	516	C.Y.	\$ 7.10	\$3,663.60	\$ 33.00	\$17,028.00	\$ 2.00	\$1,032.00		
Plans/305	Aggregate Shoulder (AB-3)(6")	147	S.Y.	\$ 17.75	\$2,609.25	\$ 19.00	\$2,793.00	\$ 22.88	\$3,363.36		
502	Concrete Pavement (10" Uniform) (Fiber Reinforced)(High Early)	368	S.Y.	\$ 82.75	\$30,452.00	\$ 81.00	\$29,808.00	\$ 115.00	\$42,320.00		
502	Concrete Pavement (10" Uniform) (Fiber Reinforced)	625	S.Y.	\$ 65.25	\$40,781.25	\$ 62.00	\$38,750.00	\$ 120.00	\$75,000.00		
Plans/07-DG-805	Traffic Control	1	L.S.	\$ 11,600.00	\$11,600.00	\$ 7,410.00	\$7,410.00	\$ 8,569.00	\$8,569.00		
Plans/901	Temporary Erosion & Pollution Control	1	L.S.	\$ 1,325.00	\$1,325.00	\$ 2,730.00	\$2,730.00	\$ 4,800.00	\$4,800.00		
Plans/07-DG-97	Pavement Marking (Paint)(White)(4")	1005	L.F.	\$ 0.50	\$502.50	\$ 0.50	\$502.50	\$ 0.40	\$402.00		
Plans/07-DG-97	Pavement Marking (Paint)(White)(Rt Arrow)	5	Ea.	\$ 160.00	\$800.00	\$ 730.00	\$3,650.00	\$ 125.00	\$625.00		
802	Contractor Construction Staking	1	L.S.	\$ 2,700.00	\$2,700.00	\$ 1,285.00	\$1,285.00	\$ 1,500.00	\$1,500.00		
07-DG-903A	Seeding	1	L.S.	\$ 1,850.00	\$1,850.00	\$ 2,920.00	\$2,920.00	\$ 1,000.00	\$1,000.00		
Plans	Remove & Reset Sign	1	Ea.	\$ 375.00	\$375.00	\$ 350.00	\$350.00	\$ 550.00	\$550.00		
	TOTAL BID				\$119,259.20		\$128,421.50		\$229,099.36		

No Addendum

Keith Browning, Director of Public Works
By: Keith A. Browning, P.E.

Jamie Shew, County Clerk
By: Jamie Shew

Dated: 02/03/2014

\$ 250K
10 WD
\$400/day LD

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DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

DOUGLAS COUNTY PROJECT NO. 2013-19

PENNY'S SAND PLANT
INTERSECTION IMPROVEMENTS N1500 RD AND E 1750 RD
GEOMETRIC IMPROVEMENTS ROUTE 442 AT ROUTE 1057

BID #13-F-0020

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Jim Flory, Member

Approved By:

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

Date: 1/7/14

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

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DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Monday, February 3, 2014, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2013-19 consists of Grading, 10" Concrete Pavement, Aggregate Surfacing (AB-3), Aggregate Shoulder, Seeding and Traffic Control for improvements to the intersection at N1500 – E1750 Roads and Grading, 10" Concrete Pavement, Aggregate Shoulder, Pavement Marking, Seeding, and Traffic Control to construct a turn lane at Douglas County Route 442 (N1400 RD) and Douglas County Route 1057 (E1900 Road).

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2013-19", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. The contract documents, specifications, and plans become the property of the prospective bidder and are not returnable. Copies of the contract documents, specifications, and plans are on file and open for public inspection at the Office of the County Engineer.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or a BID BOND for not less than Five Percent (5%) of the base bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.

The Board of County Commissioners of Douglas County, Kansas reserve the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Commission deems best suited to accomplish the work.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 1/7/14

Publication Date: Saturday, January 11, 2014
Wednesday, January 15, 2014

cc: Lawrence Journal World
Douglas County Commission
Public Works Accounting
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Shop

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 1242 Massachusetts Street, Lawrence, Kansas 66044 or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas 66044, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2013-19" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.
11. This contract will govern over the quantities listed as "Public" on Page 2 of the plans. Quantities indicated as "Private" are located outside of county right-of-way and will be constructed by others under a separate contract with the developer.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2007, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

BID BOND – DELETE item and ADD – The approved form of security, executed by the bidder and his surety or sureties, guaranteeing the execution of a satisfactory contract and the filing of an acceptable contract bond if the bidder's offer is accepted. The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

CONTRACT - DELETE item and ADD - The written agreement between the Board of County Commissioners of Douglas County, Kansas, and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract shall include the Contract Documents, which shall include the Proposal, Plans, Specifications, Contract Drawings, Supplemental Specifications, Special Provisions, Contract, Performance and Maintenance Bond, and the Statutory Bond, and also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND - DELETE item and ADD - The Statutory Bond and the Performance and Maintenance Bond executed by the Contractor and his Surety, guaranteeing execution of the Contract and all Supplemental Agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

DEPARTMENT - ADD - Douglas County, Kansas, represented by its Board of County Commissioners.

ENGINEER - DELETE item and ADD - Douglas County, Kansas, or the Director of Public Works of Douglas County, Kansas, acting directly or through his authorized representatives on behalf of Douglas County, Kansas.

LABORATORY - ADD - The testing laboratory designated by the Engineer.

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SPECIFICATIONS
(Continued)

SECRETARY - DELETE item and ADD - COUNTY - Douglas County, Kansas, represented by its Board of County Commissioners.

STATE - DELETE item and ADD - COUNTY - Douglas County, Kansas represented by its Board of County Commissioners.

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 CONSTRUCTION BULLETIN (ADVERTISEMENT), DELETE item and ADD - Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 1242 Massachusetts, Lawrence, Kansas 66044. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.2(a) Prequalification Requirements. - DELETE the first sentence beginning with "Before...." and ending with "....work" and ADD - Bidders shall be prequalified for the type and magnitude of work covered by this Contract with the Kansas Department of Transportation as of the date established for receiving and opening of bids and shall give signed permission, if requested by the Engineer, to Douglas County, Kansas, to obtain the bidder's qualification from the Kansas Department of Transportation. Bidders will be classified under one or more of the following classifications:

102.11 BID BONDS - DELETE item and ADD - No Proposal will be accepted unless accompanied by a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the base bid and made payable to the Board of County Commissioners, Douglas County, Kansas. The full amount of the proposed guaranty shall be forfeited to the County in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory Contract and file Contract Bonds within twenty-one (21) days after the notice of the award of Contract.

The Guarantees of the two (2) lowest responsible bidders shall remain in full force until such time as the execution of a Contract has been completed by the successful bidder and satisfactory Contract Bonds have been furnished. The Guarantees will be returned after the above has been accomplished.

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 1242 Massachusetts, Lawrence, Kansas 66044, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2013-19", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

SPECIFICATIONS
(Continued)

102.13 WITHDRAWING PROPOSALS BEFORE THE LETTING - DELETE item and ADD - A Proposal may be withdrawn after it has been delivered to the Office of the County Clerk, Courthouse, Lawrence, Kansas 66044, by a letter or by written request of the bidder or his authorized representative in person, provided the request is in the hands of the County Clerk or Board of County Commissioners before the stipulated time for the opening of the Proposals.

102.14 REVISING PROPOSALS – DELETE item and ADD -A withdrawn Proposal may be corrected or altered in person by the bidder or his authorized representative and resubmitted before the stipulated time for opening of the Proposals.

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

103.3 CONTRACT BOND REQUIREMENTS - DELETE item and ADD - The successful bidder before entering into a Contract and within twenty-one (21) days after notice of the award of the Contract, shall execute a Statutory Bond and a Performance and Maintenance Bond in the form prescribed by the County and in the penal sum of the amount of the Contract, with a Surety to be approved by the County. The Statutory Bond and the Performance and Maintenance Bond shall be conditioned upon the faithful performance of the Contract and the payment of all indebtedness incurred for all labor, materials and supplies furnished therefore. The Bonds must be kept in full force for the time required by law and, if longer, during the applicable warranty periods. In the event the Surety or Bonding Company fails or becomes financially insolvent, then the Contractor shall, within five (5) business days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

103.4 (a) EXECUTING THE CONTRACT - DELETE this section and ADD - The successful bidder shall furnish satisfactory Bonds, certificate(s) of insurance, and sign the contract within twenty-one (21) days after notice of the award of Contract.

103.5 FAILING TO EXECUTE THE CONTRACT - DELETE item and ADD - The failure of the successful bidder to execute a Contract and file Contract Bonds within twenty-one (21) days from the date of the notice of the award shall, at the option of the County, be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the County, not as a penalty but in liquidation damages sustained through delay.

In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –: From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-521 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SPECIFICATIONS
(Continued)

Section 109

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) "Work Accomplished" and replace with the following – "The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-521, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020
PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
COURTHOUSE
LAWRENCE, KANSAS 66044

1. Proposal of KING'S CONSTRUCTION CO INC for the performance of "Douglas County Project No. 2013-19", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within ten (10) working days. The earliest anticipated date for the "Notice to Proceed" is March 3, 2014. The latest anticipated date for the "Notice to Proceed" is March 17, 2014.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud, or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

1

1-28-14

KING'S CONSTRUCTION CO INC
Name of Organization

By:

Dan C King, V.P.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

SCHEDULE OF PRICES

SPEC. NO.	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL PRICE
801	MOBILIZATION	LS.	1	7500.00	7,500.00
201	CLEARING AND GRUBBING	L.S.	1	1500.00	1,500.00
205	COMMON EXCAVATION (CONTRACTOR FURNISHED)	C.Y.	200	25.00	5,000.00
205	UNCLASSIFIED EXCAVATION	C.Y.	319	20.00	6,380.00
205	COMPACTION OF EARTHWORK (TYPE B) (MR-90)	C.Y.	516	2.50	1,290.00
PLANS/ 305	AGGREGATE SHOULDER (AB-3) (6")	S.Y.	147	10.00	1,470.00
502	CONCRETE PAVEMENT (10" UNIFORM) (FIBER REINFORCED) (HIGH EARLY)	S.Y.	368	69.50	25,576.00
502	CONCRETE PAVEMENT (10" UNIFORM) (FIBER REINFORCED)	S.Y.	625	57.50	35,937.50
PLANS/ 07-DG-805	TRAFFIC CONTROL	L.S.	1	6500.00	6,500.00
PLANS/ 901	TEMPORARY EROSION & POLLUTION CONTROL	L.S.	1	2500.00	2,500.00
PLANS/ 07-DG-97	PAVEMENT MARKING (PAINT) (WHITE) (4")	L.F.	1,005	.40	402.00
PLANS/ 07-DG-97	PAVEMENT MARKING SYMBOL (PAINT) (WHITE) (RT ARROW)	EA.	5	125.00	625.00
802	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	1500.00	1,500.00
07-DG- 903A	SEEDING	L.S.	1	1000.00	1,000.00
PLANS	REMOVE & RESET SIGN	EA.	1	500.00	500.00

TOTAL BID 97,680.50



DOUGLAS COUNTY PUBLIC WORKS

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

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

JANUARY 28, 2014

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO, 2013-19
BID NO. 13-F-0020**

ADDENDUM NO.1

This addendum is issued to verify that the above named plans and specifications are modified and/or supplemented, as noted herein, and is, from the above date an integral part of the Contract Documents.

Make the following "SUBSIDIARY" to other bid items:

Sheet Number 3 inside the Demolition Plan Detail:
Sawcut 194 L.F.

Sheet Number 6 inside the Demolition Plan Detail:
Sawcut 267 L.F. of existing pavement to provide clean edge for turn lane tie in
Sawcut 279 L.F.


RECAP: 740 L.F. of Sawcutting shall be subsidiary to other bid items.

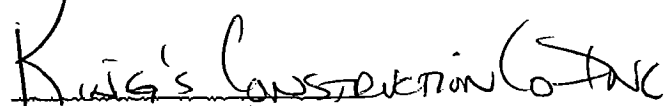
Add to General Notes on Sheet Number 2:

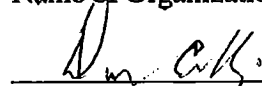
No geology was completed on this project. Pavement Removal shall be considered as "Unclassified Excavation" and are included in the quantities.

This addendum is hereby made a part of the bid documents to the same extent as though contained in the original documents.

The Contractor shall hereby acknowledge receipt of the above referenced addendum on the Proposal (P-1) page of the original set of the contract documents then complete and attach this addendum to the contract prior to submittal.


Keith A. Browning, P.E.
Director of Public Works


Name of Organization

By: 
Dan C King, V.P.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and _____, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the County as set forth in the General Clauses, the said Contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Specifications and Contract Drawings as approved and filed pursuant to law in the Office of the County Clerk of Douglas County, Kansas.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 11.

Article 3: It is hereby further agreed that Contractor will, for a period of twelve (12) months following the County's acceptance of the Contractor's work, at the request of County, correct any defects in the work due to faulty or defective materials or workmanship, without additional cost to the County; provided that neither final payment by the County nor the acceptance of the Contractor's work shall relieve Contractor, or its surety under the Performance and Maintenance Bond, from such obligation to cure any such defects.

Article 4: It is hereby further agreed that, at the completion of the work, and its acceptance by the County, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the Contract in accordance with the provisions of the General Clauses, will be paid the Contractor by the County within sixty (60) days after said completion and acceptance.

Article 5: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor shall be deemed to referring to the Contractor, his-her-theirs heirs, executors, administrators, successors, or assigns.

Article 6: It is hereby further agreed that any reference herein to the "Contract Documents" shall include all "Contract Documents" as specifically set out in the Specifications and are hereby made a part of this Contract as fully as if set out in length herein.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

CONTRACT (continued)

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part, respectively, have caused this agreement to be duly executed the day and year first hereinwritten, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas in the penal sum of _____ Dollars (\$ _____) (the current amount of the contract price between Principal and Owner) lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has on the _____ day of _____, 20____, entered into a written Agreement with the Board of County Commissioners of Douglas County, Kansas, hereinafter called the Owner, for furnishing labor, equipment, material, and supplies used or consumed in connection with the installation, construction of, or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project (the "Undertaking"). The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal or any Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for the Undertaking as required under the Contract, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or any Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for the Undertaking as required under the Contract, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest and attorneys' fees as provided by law.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Owner.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner be obligated for the payment of any bond premium.

The Surety and Principal agree that any persons interested shall have a direct right of action hereunder against the Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this _____ day of _____, 20____.

Principal

By _____

(Official Title)

Surety Company

By: _____

(Attorney-In-Fact)

By: _____

(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

Filed with the Clerk of the District Court of Douglas County, Kansas, this _____ day of _____, 20____.

Clerk of the District Court

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2013-19
BID #13-F-0020

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the Board of County Commissioners of Douglas County, Kansas, as Obligee, in the penal sum of _____ Dollars (\$ _____) (the current amount of the contract price between Principal and Obligee), lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves, and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has, on _____, 20____, entered into a written Agreement with the Obligee for furnishing labor, equipment, material, and supplies in connection with the installation, construction of or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project. The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, obligation and part of the Contract, according to the true intent and meaning in each case, and hold the Obligee harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal or by reason of any injury to persons or property occasioned by the action of said Principal or its employees, and if said Principal maintains the improvement, equipment, and service as provided for in said Contract and make good all defects in materials and workmanship as required under the Contract, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal is, and is declared by the Obligee to be, in default under the Contract, the Surety shall remedy the default at its expense by promptly (a) completing the Contract in accordance with its terms and conditions, through its agents or independent contractors; or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee, secured by payment and performance bonds, and pay to Obligee the final cost of such agreements less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s) to the Contract as approved by the Obligee; or (c) work out such other arrangements as are accepted by Obligee in writing. The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Obligee. Principal and Surety further stipulate and agree that acceptance, approval or certification of completion of work under the Contract and/or payment (final or otherwise) by Obligee shall not relieve the Principal or Surety from any liability for any failure to fully perform the Contract or any other obligation on this bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20__.

Principal

By _____

(Official Title)

Surety Company

By: _____

(Attorney-In-Fact)

By: _____

(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).
Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety certified to include the date of the bond.

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

- (a) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting position in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- (b) Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (c) Termination Due to Lack of Funding Appropriation: If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination, of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
- (d) Disclaimer of Liability: Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.).
- (e.) Arbitration, Payment Due, Interest, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- (f) Representative's Authority To Contract: By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
- (h) Anti-Discrimination Clause: The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part by Douglas County.

Parties to this contract understand that the provisions of this paragraph (h) (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

GENERAL DESCRIPTION:

Douglas County Project 2013-19 consists of Grading, 10" Concrete Pavement, Aggregate Surfacing (AB-3), Aggregate Shoulder, Seeding and Traffic Control for improvements to the intersection at N1500 – E1750 Roads and Grading, 10" Concrete Pavement, Aggregate Shoulder, Pavement Marking, Seeding, and Traffic Control to construct a turn lane at Douglas County Route 442 (N1400 RD) and Douglas County Route 1057 (E1900 Road).

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	Title Sheet
2	General Layout, Notes, Summary of Quantities and Typical Sections
3	Demolition & Jointing Plan, N1500 Rd & E 1750 Rd
4	Temporary Erosion & Sediment Control Plan
5	N 1500 Rd Entrance Typical
6	Rte 442 Turn lane Layout and Demolition Plan
7	Pavement Marking and Signage Plan
8-13	Traffic Control Plan
14-18	Temporary Erosion & Pollution Control Typicals
19-20	Cross Sections

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

ENGINEER: For the performance of work under this Contract, Douglas County, Kansas will perform the duties of the Engineer, as defined in the Specifications and hereinafter is referred to as the Engineer.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

OPERATIONS OF OTHERS: The right is reserved by the County to have other work performed by other Contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Contractor shall agree, and hereby does agree, to make no claims against the County for additional compensation due to delays or other conditions created by the operations of other such parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner and his decision shall be final and binding upon the Contractor.

To expedite the completion of the over-all Project, it will be necessary for the work under this Contract to be coordinated with the construction under other contracts and by others. As far as possible, each Contractor shall so plan and conduct his operations and dispose of his materials as not to interfere with the operations of or damage the work of others engaged upon the construction of the overall Project. The Contractor shall perform his work in proper sequence with relation to that of the other Contractors and as the Engineer may direct. Each Contractor starting work while construction under other Contracts is in progress within the limits of the Project shall begin his work at certain locations which the Engineer may designate or approve and thereafter shall prosecute the work at such locations and in such order as the Engineer may from time to time prescribe or approve.

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INSPECTION: The Contractor shall furnish access to all parts of the Project for inspection by the Engineer or authorized representative of the Engineer. The Contractor shall notify the Engineer twenty-four (24) hours in advance of beginning work which requires inspection.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

RIGHT-OF-WAY: The right-of-way will be available for use by the Contractor for access roads and storage space; provided that such use does not interfere with the permanent construction of the overall Project under this or any other contract and shall be subject to similar use by other Contractors working on various parts of the Project. Such use shall not impair the safety of the traveling public. Right-of-way shall be restored by the Contractor to its original condition before final payment will be made.

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SPECIFICATIONS: The bidder and/or Contractor are required to furnish his own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2007.

**SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007**

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INDEMNITY PROVISION: The Contractor hereby agrees to indemnify and hold harmless the County for any liability resulting from the injury or death of any person, including Contractor's employees, arising from unsafe conditions at the work site. "Unsafe" shall mean a failure by the Contractor to adhere to any applicable federal, state or local government standards established to protect the health, safety and welfare of the Contractor's employee, other persons at the work site, and the public in general.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this Special Provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SECTION 804

MAINTENANCE AND RESTORATION
OF HAUL ROADS

SUBSECTION 804.1, DESCRIPTION, Page 800-10, Delete the second paragraph and replace with the following:

For the purpose of this specification, a haul road is any public road in Kansas, excluding State highways, over which 3,000 tons or more material is hauled for the construction of the project. Such material includes both commercial delivery and Contractor production.

(Note: The following sentence has been deleted from Subsection 804.1: "Roads normally used for hauling commercial material into or from established plant sites and quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-10, Delete the first paragraph and replace with the following:

If the Contractor is obligated to perform maintenance and restoration as stated within Section 804, with exception of dust control, the Engineer will Measure and Pay "Maintenance and Restoration of Haul Roads (Set)" as a lump sum.

Labor, Equipment, Materials and incidentals necessary to reduce dust on active haul roads including return routes, in pits and staging areas, and on the project will not be measured directly but shall be considered subsidiary to other items in the contract.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2007

NOTE: Whenever this Special Provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

Add a new Subsection to Section 2200.

SECTION 2215

TRAFFIC LINE PAINT

1.0 Description:

This Special Provision covers traffic line paint and glass beads suitable for use as retroreflective pavement markings on portland cement concrete or bituminous pavement.

2.0 REQUIREMENTS:

2.1 Paint

- (a) Use white or yellow paint which is specifically manufactured for use on traffic markings. The paint must comply with volatile organic compound (VOC) requirements, be lead and other toxic heavy metal free, and exhibit the following qualities:
- (1) Dry-Opacity: A contrast ratio of not less than 0.96 when the paint is applied with a 300um-film applicator. Dry Opacity will be determined according to Method 4121, Federal Test Method Standard No. 141a. Apply the paint with the above applicator to the chart specified in Section 1.1 of Method 4121.
 - (2) Daylight Reflectance: Daylight Reflectance of the white paint not less than 80% relative to magnesium oxide when tested according to Method 6121, Federal Test Standard No. 141a.
 - (3) Color: Closely match the color of the yellow paint with Color No. 33538 of Federal Test Standard No. 595a.
 - (4) Bead Embedment: Apply paint to a glass panel at a wet film thickness of 300 um followed immediately by an application of glass beads (AASHTO M247, Type 1) dropped onto the surface of the paint. After drying for at least 24 hours observe the amount of bead embedment with a 30 power microscope. At least 90 % of the beads must be embedded between 40 and 60%.

- (b) The Engineer may take two-one quart samples for verification samples of each color of paint used on each project and forward the samples to the Materials and Research Center for verification testing.

2.2 Glass Beads for Traffic Line Paint:

Furnish regular beads which are specifically manufactured to be compatible with the paint being used, and which comply with the requirements of AASHTO m247, Type 1. Beads are to be coated with a moisture resistant coating and an adhesion promoting coating which is compatible with the paint being used. The Engineer may take a one-gallon verification sample of glass beads used on each project and forward the sample to the MRC for verification testing.

3.0 Basis of Acceptance:

Acceptance of traffic line paint and glass beads will be made on the basis of Type "D" certifications as set forth in Section 2600, visual inspection of performance and consistency on the project site, and satisfactory results of tests performed by the Materials and Research Center on samples representing each batch of material supplied.

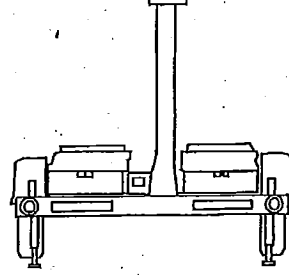
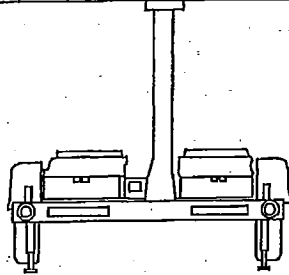
CHANGEABLE MESSAGE SIGN DETAIL

PHASE I WORDING

R	O	U	T	E			
4	5	8					
C	L	O	S	E	D		

PHASE II WORDING

S	T	A	R	T	I	N	G
*TBD	M	O	N	T	H		
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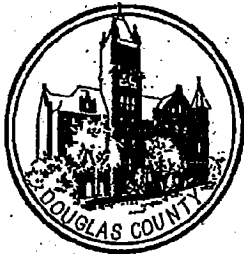
CHANGEABLE MESSAGE
INFORMATIONAL SIGN

QTY. 2 X 5 days = 10 days subsidiary to T.C.

***NOTES**

Changeable message signs shall be placed in accordance with section 6F.60 of the 2009 Ed. MUTCD.

Message Signs shall display information and be placed at a location as directed by the engineer 5 days prior to road closing.



Douglas County Public Works

1242 MASSACHUSETTS
LAWRENCE, KANSAS 66044

CHANGEABLE MESSAGE SIGN DETAIL
PROJECT NUMBER 2013-19

Do not injure trees while preparing the seedbed. If the Engineer designates areas of desirable perennial native grasses to remain, do not till such areas. If areas of annual grasses such as cheat, crabgrass or triple-awn are encountered, destroy such grasses by thorough disking.

Do not till areas if temporary or existing grasses provide stable slopes with no erosion. Seed the permanent grasses into the existing cover using a no-till drill.

c. Seeding. In rural areas, use seed drills that comply with subsection 156.1. If it is impracticable to operate a seed drill, broadcast the seed with a standard manufacture grass seeder. A hydro-seeder may be used in place of the broadcast seeder when approved by the Engineer.

On lawn areas and small areas in developed urban areas, apply the seed with equipment suitable for the size of the area. Use manually operated drop-seeders, cyclone spreaders or other similar equipment when appropriate. After the seeding, but before mulching, hand rake the seeded lawn areas.

Similar size seeds may be mixed before drilling. The seed company may mix the seeds before delivery, or the Contractor may mix the seeds at the project site. If the seed company mixes the seeds, each bag of mixed seeds shall have a tag indicating the quantity (pounds) of each type seed and the total weight (pounds) of the bag. If the Contractor mixes the seeds, the Engineer must witness the mixing.

If required, inoculate the seeds according **DIVISION 2100**.

The drill used for seeding shall accommodate the seed sizes and weight of seed by the use of as many compartments as required. Seeds of compatible size and weight may be mixed and placed in the same compartment.

Drill seed at the rate and in the locations shown in the Contract Documents. Drills shall comply with subsection 156.1.

Drill the seeds into the prepared seedbed. The maximum depth for drilling grass seeds is ½ inch. Unless shown otherwise in the Contract Documents, the maximum depth for drilling wildflower seeds is ¼ inch. If grasses and wildflowers are seeded on the same area, drill the grasses first, then the wildflowers.

After an area is fertilized and seeded, firm the soil using a cultipacker or smooth roller.

d. Hydro-seeding. On steep slopes or other areas inaccessible with a seed drill or broadcast seeder, a hydro seeder may be used when approved by the Engineer. Apply the seed-fertilizer-water slurry within 1 hour after the seed is added to the hydro-seeder tank. Apply seed evenly over the entire site. Use a fan-type nozzle with approximately 500 gallons of water per acre. Add 75 pounds of hydro-mulch per 500 gallons of water for a visual tracer. After the seeding, but before mulching, hand rake the seeded areas inaccessible by a cultipacker. Immediately apply bonded fiber matrix according to subsection 904.3c. Do not apply hydro-seed and bonded fiber matrix in one application.

e. Seeding/Lump Sum. This item is only used on projects with less than 1 acre of seeding.

Prepare the seedbed, fertilize, seed and mulch all disturbed or cultivated areas within the right-of-way and construction easements according to **DIVISION 900**.

903.3e.(1) Use the following for Temporary Seeding and Permanent Seeding.

Temporary Seeding: 10-10-10 Commercial Blend Fertilizer at 250 lbs/acre in accordance to 902 of the standard specifications.

Annual Ryegrass and Foxtail Millet at 20 lbs/acre each (PLS) in accordance to 2103 of the standard specifications.

1 3/4 to 2 1/4 tons of Mulch/acre (1 1/2" loose depth) in accordance to 904 of the standard specifications.

Permanent Seeding: 10-10-10 Commercial Blend fertilizer at 250 lbs/acre in accordance to 902 of the standard specifications.

Fescue (K-31) at 300 lbs/acre; Bromegrass and Annual Ryegrass at 20 lbs/acre each (PLS) in accordance to 2103 of the standard specifications.

1 3/4 to 2 1/4 tons/acre (1 1/2" loose depth) of Mulch in accordance to 904 of the standard specifications.

903.4 MEASUREMENT AND PAYMENT

The Engineer will measure the total quantity for each type of pure live seed and soil erosion mix used by the pound.

The Engineer will measure "Seeding" by the lump sum. No measurement will be made of the area seeded.

Payment for the various types of "Seed", "Seed (Hydro)" and "Seeding" at the contract unit prices is full compensation for the specified work.

MEMORANDUM

To : Board of County Commissioners

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

Date : February 11, 2014

Re : Consent Agenda approval of speed limit resolution
40-mph speed limit on N 2100 Road from Route 1045 to E 1500 Road

This department received a request from a citizen for a speed limit on N 2100 Road between Route 1045 (E 1400 Road) and E 1500 Road in Grant Township. This portion of N 2100 Road is not currently posted for a maximum speed limit. This means the maximum speed limit is as "reasonable and prudent", but no greater than 55 mph. The citizen pointed out that both Route 1045 and E 1500 Road are currently posted for reduced speed limits while N 2100 Road connecting those two roads is not posted.

Traffic counts and speed data were collected on December 2013 at two locations on N 2100 Road. The 24-hour vehicle count was 210 vehicles and the 85th percentile speed was 42 mph.

We agree with the citizen that it makes sense to post this road for reduced speed given its location connecting two other roads currently posted for reduced speed. Rich Bireta, Grant Township trustee, concurs that the road should be posted for reduced speed. Based on the data collected, and a review of the road's geometry, condition and access points, it would be reasonable to post this one-mile section of N 2100 Road at 40 mph.

Within the one mile road section, there is an approximately 1700 feet long portion of the road that traverses a hill. Within this portion, the road significantly narrows and there are several residential entrances. For this area we will install ROAD NARROWS warning signs with 30 MPH advisory speed plates. The remainder of the one mile section is relatively flat with ample sight distance and few entrances.

Action Required: Consent Agenda approval of the attached resolution establishing a 40-mph speed limit on N 2100 Road from Route 1045 (E 1400 Road) to E 1500 Road.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 40 MILES PER HOUR
MAXIMUM SPEED LIMIT ON A PORTION OF N 2100 ROAD IN
GRANT TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department the maximum speed limit for the following described county road or highway, to-wit:

a portion of N 2100 Road, from the intersection with E 1400 Road, also known as County Route 1045, east to the intersection with E 1500 Road, the centerline of which is more particularly described as follows:

beginning at the intersection of N 2100 Road with E 1400 Road, located approximately 90 feet south of the Northwest Corner of Section 6, Township 12 South, Range 20 East of the 6th P.M., thence east along the N 2100 Road centerline a distance of approximately 5,080 feet to the Northeast Corner of said Section 6-12-20, and terminating at said point.

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described road under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 40 miles per hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This speed limit shall become effective when appropriate signs giving notice thereof are erected upon the road above described.

ADOPTED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

ATTEST:

Mike Gaughan, Member

County Clerk

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners
From : Keith A. Browning, P.E., Director of Public Works/County Engineer
Date : February 13, 2014
Re : Consent Agenda Approval of Crushed Rock Bids for Road Maintenance

Sealed bids were opened February 10, 2014 for crushed rock aggregates used for road and bridge maintenance. A bid tabulation is attached.

This department requests the BOCC accept the following bids:

Type of Aggregate	Vendor	Quantity (tons)	Quarry	Unit Price
Shot Rock	Hamm's	1000-1500	Eudora	\$ 11.55
	Mid-States	1000-1500	Big Springs	\$ 9.00
	Mid-States	1000-1500	Globe	\$ 9.00
AB-3	Hamm's	500-2000	Harrell	\$ 6.80
	Hamm's	500-2000	Buchheim	\$ 7.35
	Mid-States	500-2000	Big Springs	\$ 6.85
	Mid-States	500-2000	Globe	\$ 8.35
Surfacing Material (Road Rock Special)	Hamm's	1000-3000	Harrell	\$ 7.80
	Hamm's	1000-3000	Buchheim	\$ 8.90
	Mid-States	1000-3000	Big Springs	\$ 9.50
	Mid-States	1000-3000	Globe	\$ 9.50
Stone for Rip Rap	Hamm's	500-1,500	Eudora	\$ 20.50
	Mid-States	500-1,500	Big Springs	\$ 18.00
Stone for Aggregate (Ditch Lining)	Mid-States	500-1500	Big Springs	\$ 19.50
	Mid-States	500-1500	Globe	\$ 19.50

Accepting bids from two or more vendors for a particular aggregate allows us to consider haul costs to the project site when determining where to obtain rock.

The Road & Bridge Fund No. 201 has \$250,000 allocated in the Road Rock, Rip Rap and Special Aggregate line items. There is an additional \$11,700 in the Parks budget for Rip Rap.

Action Required: Consent agenda acceptance of the above bids from Hamm Quarries and Mid-States Materials for crushed rock aggregates used for road and bridge maintenance.

SHOT ROCK

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$/Ton	\$/Ton	\$/Ton	\$/Ton
		Eudora	N. Law		
Hamm's	1000-1500	\$11.55	\$12.00		
		Big Spgs	Globe	Edgerton	
Mid-States	1000-1500	\$9.00	\$9.00	\$9.00	
	1000-1500				
	1000-1500				

AB-3

AB-3

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$/Ton	\$/Ton	\$/Ton	\$/Ton	QTY/TON	\$/Ton	\$/Ton	\$/Ton	\$/Ton
		Eudora	Harrell	Buchheim	N. Law		Eudora	Harrell	Buchheim	N. Law
Hamm's	500-2000	\$8.20	\$6.80	\$7.35	\$7.35	2001-5000	\$8.20	\$6.80	\$7.35	\$7.35
		Big Spgs	Globe	Edgerton			Big Spgs	Globe	Edgerton	
Mid-States	500-2000	\$6.85	\$8.35	\$6.50		2001-5000	\$6.85	\$8.35	\$6.50	
	500-2000					2001-5000				
	500-2000					2001-5000				

SURFACING MATERIAL - ROAD ROCK SPECIAL

SURFACING MATERIAL - ROAD ROCK SPECIAL

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$/Ton	\$/Ton	\$/Ton	\$/Ton	QTY/TON	\$/Ton	\$/Ton	\$/Ton	\$/Ton
		Eudora	Harrell	Buchheim	N. Law		Eudora	Harrell	Buchheim	N. Law
Hamm's	1000-3000	\$8.40	\$7.80	\$8.90	\$9.10	3001-8000	\$8.40	\$7.80	\$8.90	\$9.10
		Big Spgs	Globe				Big Spgs	Globe		
Mid-States	1000-3000	\$9.50	\$9.50			3001-8000	\$9.50	\$9.50		
	1000-3000					3001-8000				
	1000-3000					3001-8000				

STONE FOR RIP RAP

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
		Eudora	N. Law		
Hamm's	500-1500	\$20.50	\$18.00		
		Edgerton	Big Spgs		
Mid-States	500-1500	\$18.00	\$18.00		
	500-1500				
	500-1500				

STONE FOR AGGREGATE DITCH LINING

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
		N. Law			
Hamm's	500-1500	\$18.00			
		Big Spgs	Globe	Edgerton	
Mid-States	500-1500	\$19.50	\$19.50	\$19.50	
	500-1500				
	500-1500				

STONE FOR AGGREGATE DITCH LINING

		Quarry # 1	Quarry # 2	Quarry # 3	Quarry # 4
VENDOR	QTY/TON	\$ /Ton	\$ /Ton	\$ /Ton	\$ /Ton
	1501-3000				
		Big Spgs	Globe	Edgerton	
	1501-3000	\$19.50	\$19.50	\$19.50	
	1501-3000				
	1501-3000				

Rita Fulks (for)
 Keith A. Browning, P.E.
 Director of Public Works

Ben Lampe (for)
 Jamison Shew
 Douglas County Clerk

MEMORANDUM

To : Board of County Commissioners

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

Date : February 14, 2014

RE : Consent Agenda Approval to Solicit Bids for Herbicides for Noxious Weed Cost Share Sales and Rights-of-Way Control

The Public Works Department requests "Consent Agenda" approval to solicit bids for the supply of herbicides for the control of noxious weeds in Douglas County.

It is our intent to purchase 200 gallons of Picloram 22K, 800 gallons of 2,4-D 4 lb. Amine, 400 gallons of Glyphosate, 250 gallons of Pasture Guard HL, 100 gallons plus 24 quarts of Milestone, and 128 ounces of Escort XP, all for initial inventory balances.

All chemicals are on the State "Approved Herbicide" list. Funds in the amount of \$125,160 were budgeted and approved for these herbicides.

We plan to open bids in mid-March 2014. Contracts will be presented to the BOCC for approval thereafter.

Action Required: Consent Agenda approval to solicit bids for supply of herbicides as required for the 2014 spray season.

PLANNING COMMISSION REPORT
Regular Agenda –Public Hearing Item

PC Staff Report
1/27/14

ITEM NO. 4 CONDITIONAL USE PERMIT; GOOD EARTH GATHERINGS; 858 E 1500 RD (MKM)

CUP-13-00482: Consider a Conditional Use Permit for Good Earth Gatherings, a recreational facility including education, community outreach, and ancillary retail sales on approximately 10 acres located at 858 E 1500 Rd. Submitted by Tamara Fairbanks-Ishmael, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of a Conditional Use Permit for a recreation facility, to provide community outreach, education, and ancillary retail sales on approximately 10.5 acres, located at 858 E 1500 Rd subject to the following conditions:

1. A driveway shall be installed from the access point provided on the property prior to the commencement of the CUP use.
2. Provision of a revised site plan to include the following notes
 - a. Operating hours will conclude at 9 PM.
 - b. No more than one class shall be conducted/offered at a time.
 - c. Use of the lake for public, business, commercial, and recreation activities associated with the conditional use is prohibited.

Reason for Request: *"A home occupation requiring a Conditional Use Permit."*

KEY POINTS

- The subject property is located on and takes access from E 1500 Road which is classified as a Minor Collector in the Douglas County Access Management Standards.
- The property is not located within the Urban Growth Area of any city within Douglas County.

ATTACHMENTS

- Attachment A: Good Earth Gatherings Business Plan
- Attachment B: Public communications

ASSOCIATED CASES/OTHER ACTION REQUIRED

- Approval of CUP application by the Board of County Commissioners.
- Release of permit for the Conditional Use from the Zoning and Codes Office.
- Building permit from the Zoning and Codes Office may be required for the change of use in the accessory building.
- Construction of an onsite access drive to E 1500 Road prior to the commencement of the use.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- Karen Watney, a nearby resident and property owner, called to ask that the letter she provided in 2011 be included in the communications. She indicated that traffic is her principal concern.
- Letter from Eugene and Pamela Carvalho expressing concerns with the increased traffic. These letters are included with this staff report as an attachment.

GENERAL INFORMATION

Current Zoning and Land Use: A (Agricultural) District and FF (Flood Fringe) Overlay District; existing residence and accessory buildings.

Surrounding Zoning and Land Use: A (Agricultural) District in all directions; surrounding uses include agriculture and rural residences.

Site Summary

Subject Property: 10.48 acres

Existing

Accessory Building	1,440 sq ft
Residence including basement	3,876 sq ft
Total Building area:	5,316 sq ft

Summary of Request

The proposed use will utilize the existing accessory building as a classroom/studio space and will include limited retail sales. The use may meet the definition of Agritourism but the applicant decided to pursue approval through Conditional Use Permit. The County Zoning Regulations allow a range of uses as Rural Home Business Occupations that include the instruction of students, and the use of detached accessory structures; however, the number of students proposed at one time (10-18 students) exceeds the maximum permitted for a Rural Home Business Occupation (6 students) and the retail sales may include items that were not produced on the site. A Rural Home Business Occupation permits the sale only of products that are produced on the premises. No specific conditional use enumerated in Section 12-319-4 of the Zoning Regulations definitively describes the proposed activity; however, the Zoning and Codes Director determined that the proposed use is most similar to a Recreation Facility (12-319-4.11).

The applicant's Business Plan indicates that this will be a small part-time business with 2 to 4 classes per week. Ancillary retail hours are proposed from 9 AM to 4 PM on Friday and Saturdays. Between 10 to 18 roundtrips are anticipated during weeknight classes and between 15 to 30 roundtrips are anticipated on Friday and Saturday. The sample calendar provided in the Building Plan indicates that no classes will be conducted past 9 PM and that these will occur between Tuesday and Thursday. Friday and Saturday daytime only classes are planned from 9 AM to 4 PM. No classes are planned for Sunday and Monday.

The property owner had requested a Conditional Use Permit for a similar use in 2011 which was approved by the Board of County Commissioners. The use was not established and the approval expired as a permit for the use was not obtained from the Zoning and Codes Office within 1 year, as required in Section 12-319-2.

I. ZONING AND USES OF PROPERTY NEARBY

The property is zoned A (Agricultural) District as is the surrounding area. The F-F (Floodway Fringe) Overlay District is located on the east portion of the subject property and extends to the north, south and east. (Figure 1) The immediate area contains rural residences and agricultural land uses. Parcels located on the east side of E 1500 Road, including the subject property, and parcels on the south side of N 900 Road in this area share common property lines and extend to a privately owned and maintained lake.

Staff Finding – The area is rural in character and is zoned A (agricultural) with portions being also zoned F-F (Floodway Fringe) Overlay District. Surrounding uses are predominantly rural residential and agricultural. The proposed request will not alter the base zoning or land uses of the area.

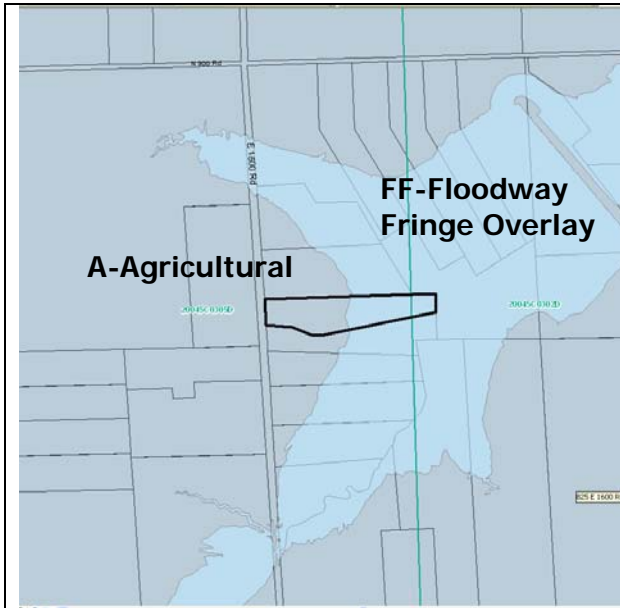


Figure 1a. Zoning in the area. Subject property outlined.



Figure 1b. Land uses in the area. Subject property outlined.

II. CHARACTER OF THE AREA

This is a rural area with rural residences and agriculture being the predominate land uses. Residential parcels tend to be long and narrow with access to the abutting County roads. The section that the subject property is located on, Section 5, is bounded by Minor Collector roads on the west (E 1500 Road), the south (N 500 Road), and the east (E 1600 Road). East 1600 Road provides access to County Route 1055, a principal arterial (Figure 2).

Staff Finding – This is a rural area with a mix of rural residential and agricultural land uses. The subject property is located in a predominately rural residential area. The area has access to the road network with minor collectors providing access to a principal arterial, County Route 1055. The proposed use will occur within the accessory building and should be compatible with the character of the area. The road network should be able to accommodate the anticipated traffic.

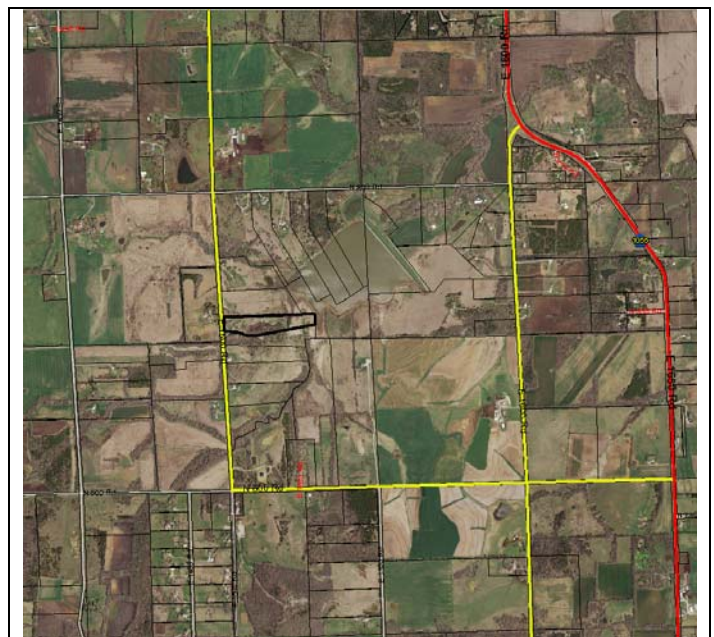


Figure 2: Road network in the area. Yellow roads are Minor Collectors and the red road is a Principal Arterial.

III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Applicant's response:

"A Conditional Use Permit does not alter suitability of property."

This property is zoned A (Agricultural) District. The purpose of this district is identified in Section 12-306 of the County Zoning Regulations and states: *"...The purpose of this district is to provide for a full range of agricultural activities, including processing and sale of agricultural products raised on the premises, and at the same time, to offer protection to agricultural land from the depreciating effect of objectionable, hazardous and unsightly uses."*

Uses allowed in the A district include: farms, truck gardens, orchards, or nurseries for the growing or propagation of plants, trees and shrubs in addition other types of open land uses. It also includes residential detached dwellings, churches, hospitals and clinics for large and small animals, commercial dog kennels, and rural home occupations. The A District also allows retail nurseries that do not exceed a total of 3,500 SF of net retail space. The property is suited to the uses to which it is restricted in the A District.

The property is developed with a residence and an accessory building. No physical changes are being proposed with this Conditional Use. A Conditional Use Permit (CUP) does not change the base, underlying zoning.

Staff Finding – The property is suitable for the uses to which it is restricted under the A Zoning and is also suitable for the proposed recreation use with a limited retail element. The overall space dedicated to retail sales is clearly subordinate and accessory to the recreation activity.

IV. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

This property is developed with a residence and accessory building. The residence was initially built in 1992 (2,276 sq ft). The detached garage building was constructed in 1997 (1440 sq ft). The A (Agricultural) District was adopted as part of the September 23, 1966 Zoning Regulations when the County adopted county zoning.

Staff Finding – The subject property is developed as a residential use. The County Zoning Regulations were adopted in 1966.

V. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Applicant's Response:

"Nearby properties will suffer no detriment. Additional road traffic is estimated to increase by 20 to 40 trips per week. Additional road traffic will be limited. No unusual noise will be generated. Building and parking are screened from public view by vegetation."

Section 12-319-01.01 of the County Zoning Regulations recognize that *"Recognizing that certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district certain conditional uses listed in section 12-319-4 below,*

when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited.” The proposed use falls under Section 12-319-4.11 ‘Recreation Facility’ of the Zoning Regulations for the Unincorporated Territory of Douglas County.

The use is adjacent to a designated rural minor collector road. The proposed use is similar to a Type II Home Occupation but because class size exceeds the maximum permitted as a home occupation (6 students) and the limited retail element includes items not produced on the premises, approval as a Conditional Use is necessary. Activity is primarily intended to be conducted indoors. No use of the lake is proposed as part of the application.

Staff received two communications from nearby property owners/residents who were primarily concerned with the amount of traffic being generated by this use. One letter expressed concern that the additional traffic may cause issues for the township that maintains the road. The Palmyra Township Trustee indicated the amount of traffic being generated with this proposed use would be acceptable and would not create issues with their maintenance of the road.

One concern raised by neighbors with the review of the previous Conditional Use Permit application was that the visitors to the CUP might use the lake that is jointly owned by the property owners in this area. A condition was applied to the previous CUP that restricted the patrons of the Conditional Use to utilize the lake. This condition should be applied to the current CUP to reduce the possibility of trespass onto the privately owned lake.

The limited scope of the project and inclusion of a condition limiting the hours of operation and restricting the size of the classes, as well as prohibiting the use of the lake, should mitigate any negative impacts that could result from the proposed use.

Staff Finding – The significant concern generated by this request was the impact of the additional traffic. The significant concern generated by the previous request was the potential for trespass to private property. The township indicated the amount of traffic being anticipated would not create a maintenance issue for them. The addition of conditions restricting the size of classrooms, the hours of operation and prohibiting the use of the lake should mitigate any detrimental effects. The proposed use as described in the applicant’s Business Plan does not pose detrimental impacts to the surrounding area.

VI. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER’S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS

Applicant’s Response:

“The public gains the opportunity to engage in learning experiences in a natural environment which relates to agriculture and ag-related products. No hardship is expected to impact neighboring landowners.”

Evaluation of the relative gain weighs the benefits to the community-at-large vs. the benefit of the owners of the subject property.

Approval would benefit the property owner by allowing her to pursue the use according to her Business Plan. The benefit to the public from the approval of the CUP is limited to personal improvement skills related to a specified topic: *“Low-cost classes will be offered to adults on topics*

of interest to the community, primarily focusing on arts/crafts, home decorating, and health and sustainable living (gardening, food preservation, etc.)”

Denial of this request would affect the individual landowner by prohibiting the scope of the proposed use. The use could occur as a Type II Home Occupation but would be limited in the total number of students to six per class and the retail element of the business would be limited to those items which are produced on the premises.

As no negative impacts have been identified from the proposed use, there would be no gain to the public from the denial of the CUP.

Staff Finding – Denial of this request would create a hardship for the applicant in that she would be required to reduce the scope and nature of her proposal so it would meet the requirements of a Type II Home Occupation. There would be no gain to the public health, safety, and welfare as a result of the denial of this request as the recommended conditions would mitigate any negative impacts of the use.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant's Response:

“The Comprehensive Plan does not address Special Use Permits”

The Comprehensive Plan recommends that agricultural uses continue to be the predominant land use within the areas of the county beyond the designated urban growth areas and that uses permitted in the rural area should continue to be limited to those which are compatible with agricultural production and uses. The subject property is not located within an identified urban growth area and is currently developed with a residence and an accessory structure. The only physical change being proposed is the creation of a parking area for the visitors. The proposed use would be compatible with agricultural production and uses

Staff Finding – The comprehensive plan recommends that uses in the rural area be limited to those compatible with agricultural uses and that the design should be consistent with the rural character. A Conditional Use Permit can be used to allow specific non-residential uses subject to approval of a site plan. This tool allows proportional development in harmony with the surrounding area. No physical changes, with the exception of a parking area, are proposed with this Conditional use. The proposed request is consistent with the Comprehensive Plan.

STAFF REVIEW (Site Plan)

The use will be housed in the accessory structure. Off street parking would be provided in a 61' by 60' area for up to 12 off-street parking spaces.

Parking and Access: The site plan identifies 12 parking spaces to be located along the existing buildings and to include a paved area for an accessible space. The application states that a maximum of 18 students plus one instructor would be expected. There is not a specific use to classify the parking requirement for this activity; however, a recreation use typically uses the parking requirements for a church or other assembly use: 1 space per 5 seats. As this use is a classroom setting, the school parking requirement might be appropriate. This is also 1 space per 5 seats. As the facility has seating for 18 students, 4 parking spaces would be required per the Parking Regulations in Section 12-316 of the Zoning Regulations. Additional parking is being

provided for the retail use, and in anticipation of patrons driving separately. The site is large enough to accommodate occasional overflow parking.

Access to the site is accommodated via a residential driveway to E 1500 Road. The Zoning and Codes Office noted that this driveway is not Code compliant, as each parcel is required to have its own access to the adjacent road. Installation of an access drive providing direct access for this parcel to E 1500 Road is a condition of approval for the CUP.

Landscape and Screening: The plan shows landscape along the county road and along the south property line. Various stands of mature trees are located throughout the property. There is no exterior storage or activity associated with this use that requires screening. The existing landscape is consistent with the residential character of the property and surrounding area.

Limits and Conditions: Typical business hours are identified in the Business Plan as between 1 PM and 9 PM Tuesday through Thursday and between 9 AM and 4 PM on Friday and Saturday. A condition should be included which limits the business hours to 9 PM and this should be noted on the plan. A limitation on class size to no more than 18 persons and 1 instructor is noted on the plan. The plan should also note that only one class will be held at a time.

As discussed earlier in the staff report, the use of the lake for business or commercial activity either as part of a class or as a public recreation facility, was identified as a concern to area residents and property owners with the previous CUP. A condition prohibiting the use of the lake for business and commercial activities associated with this CUP should be included to address this concern.

With the proposed conditions, the use should be compatible with the surrounding land uses.

Conclusion

This property is primarily to be used as a residence with a classroom/retail sales area in the accessory structure. The size of the classes and the inclusion of a retail element requires a Conditional Use Permit rather than registration as a Home Occupation. Changes to the accessory building to comply with Douglas County Construction Code standards for a non-residential use may be necessary. The proposed CUP complies with the County Zoning Regulations and the land use recommendation of *Horizon 2020*.



CUP-13-00482: Conditional Use Permit for Good Earth Gatherings, a Small Business Located at 858 E 1500 Road





Plan Not to Scale

Legal Description:

10.1AC 5-14-20 COM AT SW COR NWQR TH N 0DEG52'02"W 183.39 FT TO PT BEG, SD PT BEING ON W LINE NW QR; TH CONT ALONG SD LINE N 0DEG52'02"W 250 FT TH S88DEG42'52"E 1663.08 FT TH S01DEG173'3"W 180.85 FT TH S83DEG35'03"W 1122.94 FT TH 87DEG41'38"W 100 FT TH N69DEG38'13"W 202.36 FT TH N85DEG35'51"W 250 FT TO PT BEG WW35(DIV 2006 70000331)

Proposed Use:

Part-time business featuring community outreach, education and ancillary retail. Low-cost adult classes on topics of interest to community, focusing on arts/crafts, home decorating, and healthy and sustainable living (gardening, food preservation, etc.). Ancillary retail will reflect class topics and include project supplies for classes.

General Area



General Notes:

1. Maximum occupancy of business will accommodate a total of 18 students and 1 instructor.
2. No more than 1 class shall be conducted /offered at a time.
3. Use of the lake for public, business, commercial and recreational activities associated with the home occupation is prohibited.

Parking:

1. 11 spaces provided 9' by 18'
2. One space provided paved 16' by 18' for accessible parking.

858 E 1500 Road
CUP-10-5-11; Good Earth Gatherings

Tamara Fairbanks-Ishmael
858 E 1500 Road
Baldwin, KS 66006

Business Profile for *Good Earth Gatherings*

Mission Statement

Good Earth Gatherings (GEG) will offer unique learning opportunities and related retail items.

Description

GEG will be a small, part-time business featuring community outreach, education and ancillary retail.

Affordable classes will be offered for adults on topics of interest to the community, primarily focusing on arts/crafts, home decorating, and healthy and sustainable living (gardening, food preservation, etc.).

Ancillary retail offerings will reflect the content of the class topics. Retail offerings will include supplies for projects taught in the classes, items handcrafted by the owner and other regional artisans, and some will be related items purchased at wholesale for resale.

Classes will be offered two to four times per week. The ancillary retail shop will be open in conjunction with classes and three to four weekends per month.

Targeted Market

GEG will attract patrons from the community (*Lawrence, Baldwin, and surrounding areas*) who are interested in arts/crafts, home decorating, and sustainable living practices.

Growth Plan

GEG will be a small, part-time business. Operating hours will include 2-4 classes per week and ancillary retail hours 3-4 weekends per month.

Competition

GEG will be unique in that the intention of the business is not to compete with area businesses. Rather, *GEG* is intended to fill a gap. The classes which will be offered are not available anywhere else locally, and the ancillary retail offerings will likewise be unique.

GEG will practice **cooperation** rather than competition with existing local businesses. It is *GEG's* intention to work with local businesses which may have related offerings in order to enhance both businesses. The classes offered will be sometimes taught by the owner and sometimes taught by other local experts – many with businesses of their own they can promote through *GEG*. For example, *GEG* may offer a class on growing herbs and partner with a local nursery to provide plants in conjunction with the class. In this way, *GEG*, the local nursery, and the community all benefit.

Marketing

GEG will market through advertising in the Merc News, listing relevant classes in the “Sustainable Lawrence” e-newsletter, and producing a newsletter, website and blog for the business. GEG will partner with local businesses for mutual promotion.

Neighborhood Impact

The business will be located in an existing building adjacent to the owner’s rural residence.

Additional traffic to the area will be limited. The maximum occupancy of the business will accommodate the anticipated range of 10-18 students plus an instructor.

The residence and business will be landscaped. Parking and building will be screened from public view by vegetation.

No unusual noise will be produced by this business.

Expected hours of operation will be daytime to early evening.

Depending on the classes offered, 10 to 18 roundtrips may be generated during weeknight classes. Weekend ancillary retail hours may generate approximately 15 to 30 roundtrips from a Friday to Saturday.

Sample GEG Calendar:

MON.	TUES.	WED.	THUR.	FRI.	SAT.	SUN.
		1 7pm-9pm CLASS: <u>Freeing Creativity:</u> <u>Art Journaling</u>	2	3 9am-4pm OPEN	4 9am-4pm OPEN 1pm-4pm CLASS: <u>Thyme for Herbs:</u> <u>10 Herbs for Every</u> <u>Garden</u>	5
6	7 7pm-9pm CLASS: <u>Wool Appliqué</u>	8	9 1pm-3pm CLASS: <u>Creating Table-Top</u> <u>Gardens (featuring</u> <u>plants from Sunrise</u> <u>Nursery)</u>	10	11 9am-4pm OPEN 1pm-4pm CLASS: <u>Beautiful Wools</u> <u>with Nature’s Dyes</u>	12
13	14 7pm-9pm CLASS: <u>Making & Using</u> <u>Herbal Vinegars</u> <i>(featuring herbs from</i> <i>Vinland Valley</i> <i>Nursery)</i>	15 1pm-3pm CLASS: <u>Nature Printing</u>	16 7pm-9pm CLASS: <u>Silk Scarves with</u> <u>Dyes from Nature</u>	17 9am-4pm OPEN 1pm-4pm CLASS: <u>Creating Miniature</u> <u>Gardens</u>	18	19
20	21 1pm-3pm CLASS: <u>Wool Appliqué</u>	22	23 7pm-9pm CLASS: <u>Decorating with</u> <u>Naturals for the</u> <u>Holidays</u>	24 9am-4pm OPEN 1pm-4pm CLASS: <u>Easy & Safe Food</u> <u>Preservation</u>	25 9am-4pm: OPEN	26
27	28 7pm-9pm CLASS: <u>Beautiful & Simple</u> <u>Decorating Tips</u> <i>(Guest Instructor: Jane</i> <i>Doe from Lawrence</i> <i>Home Design)</i>	29 7pm-9pm CLASS: <u>Freeing Creativity:</u> <u>Art Journaling</u>	30			

Operating Procedures/Personnel

GEG will be a small, sole-proprietorship business. The business will be operated by the owner.

Relevant Education/Experience of Owners

GEG will be the sole proprietorship of Tamara Fairbanks-Ishmael. Tamara has worked as a sales manager, business owner, public school teacher, community college instructor, and professional speaker. She has a master's degree in Liberal Arts from Baker University.

Community Benefits

GEG will benefit the community in several ways:

- *GEG* offers unique classes primarily related to arts/crafts, decorating, and healthy and sustainable living, benefiting individuals and the local community.
- *GEG* offers unique, often hand-made, class-related retail items which are not available otherwise locally.
- *GEG* partners with other local business owners to enhance existing businesses.

Contact

Tamara Fairbanks-Ishmael
858 E. 1500 Rd.
Baldwin City, KS 66006
785-331-4213
tsfairish@sbcglobal.net

Lawrence-Douglas County Metropolitan Planning Commission

RE: CUP-10-5-11 Conditional Use Permit for Good Earth Gatherings.

We write this to express concern about a Conditional Use Permit for Good Earth Gatherings at 838 E 1500 Road submitted by Tamara Fairbanks-Ishmael. East 1500 Road is primarily agricultural and residential. A business that “provides community outreach, education, and ancillary retail sales” has a very different flavor and can change the character of the neighborhood. By definition, a “community” enterprise involves a group of people at one set time (such as for a class). And “retail” implies that customers would come and go throughout the day. I offer the following items for the Commission’s consideration:

- There may be home-based businesses in the neighborhood, but I am not aware of any that I would consider a “retail” business. We have not observed other home businesses in the neighborhood, such as the one on 1450 Road, to have multiple customers at any one time. A car or two now and then is not intrusive.
- In rural areas, sound carries incredibly far. We could reasonably expect the traffic noise, possible traffic congestion, car doors, people noise, etc., (especially if there is a class having several participants) to be heard and magnified in the immediate neighborhood. . Additionally, most of the activities would probably occur on weekends when residents are home and most bothered by noise. .
- This particular stretch of E 1500 road has had its share of problems with noise over time. Gradually, with the help of a noise ordinance and the Sheriff’s office, things have improved, but there are still pockets of noise that are irritants. Approving a retail business along that road may take us another direction-- back to a noise level that is infringes of the personal expectations of peacefulness and may prevent some neighbors from their enjoyment of peace and quiet (which is why some of us moved to the rural areas in the first place). . During some years, we were literally confined to the house.
- I also have a concern about increased traffic on that road. The landowners along the road all contributed to surfacing the road. The township maintains the road, but the wear and tear of customer traffic can be detrimental to stretch of road that already is prone to potholes and cracking. We have learned in the past that we have to dodge potholes for many months before the crew shows up to fix them.
- I understand this venture is primarily a “community outreach” (???), “education,” and “ancillary retail sales,” but I am concerned that enterprise, will grow which will increase the problems listed above. At that point it would be too late for the neighborhood to object to the business. We have our chance now.
- Ms. Fairbanks-Ishmael has not lived in the neighborhood very long—if she had intended to start a business venture, she should have bought property that was already zoned for business. When we bought property, we looked for a neighborhood that had no apparent existing businesses and was primarily agricultural and residential.

We write this with great reluctance because we want to be a good neighbors and don’t wish to block someone from fulfilling a dream, but we also don’t want to be blaming ourselves for not

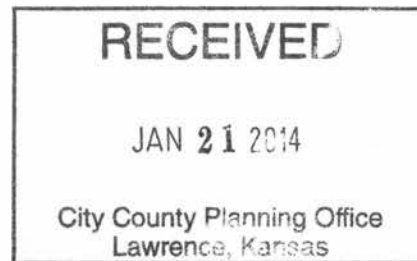
voicing an objection when given the opportunity. We moved to the “country” to leave the traffic noise and congestion of town behind. We accept the noise related to farming, ranching, improving one’s property (such as cutting trees or adding an outbuilding, mowing, etc.) because those activities are central to a rural community. But we cannot stand back and implicitly approve increased intrusion in a neighborhood through a retail business.

I ask the Planning Commission to seriously consider our comments about the impact on the neighborhood as they make their decision. . Thank you for the opportunity to comment.

Karen and Lynn Watney

847 E 1500th Road

Ms. Mary Miller
City of Lawrence, Douglas County
Planning & Development Services
6 East 6th St
P.O. Box 708
Lawrence, KS 66044



Dear Ms. Miller:

I am responding to your letter regarding a conditional use permit for Good Earth Gatherings.

Our concern has mainly to do with the road. When we moved here some 40 years ago, the stretch of E 1500 Rd (about a mile of the Palmyra Township) we currently share with The Good Earth Gatherings was a dirt road with two farmsteads intended primarily to accommodate the traffic of the local residents. This road has always been minimally maintained, and nearly every year, the spring thaw would create impassable mud holes at the bottom of the hill. The school bus could not pass for days to pick up our child. We would have to find circuitous back roads to the 59 Highway to get anywhere.

Since then many families have built homes in the Quantrill's Acres and beyond as well as five additional homes on this short stretch of E1500. The increased traffic created so much dust that for a period, we nearly stopped gardening and shut ourselves in the sealed house. About 10 years ago, some of the people who had to drive through the tunnel of dirt several times a day initiated a petition to the county and the township to pave the road based on the high density of use. The petition resulted in a deal by which the concerned residents raise 60% of the cost of paving and the Palmyra Township will allocate 40% of the cost and will bear the responsibility to maintain the paved road. In this way about 30 families had united to pay \$500-600 each to improve the quality of the road.

Some of the unintended consequences of the improved road have been that it further increased the non-resident traffic and everyone seems to be travelling much faster than they used to. Our farm is at the top of the hill, and our driveway exits at the top of a blind hill, and we've had several near-misses at our driveway. Just picture, if you will, a typical car travelling more than 50mph suddenly appear 50 feet from you. Our trips to the mailbox have become exercises in calculated risks, and we can no longer take a casual walk on the road nor is it safe for a bike ride.

It has been about 10 years since the paving of the road. We are disappointed that the road has not been maintained very well. For a comparison, the Wakarusa Township portion of the E1500 Rd was paved at the same time. Since the paving, the Wakarusa Township portion has been repaved three times, but the Palmyra side has been oiled once without applying new surface. In my casual observation, every square foot of the paving on the Palmyra side seems to be checked with cracks and

ready to be shattered with the spring thaw. Even today, days after a snowy weather, the main hill which faces north remains treacherous with icy patches.

Because of my concern for the road, I have always chosen to market my products (I have operated my small farm-based business, Prairie Found Farm & Studio, for over 30 years) at the Lawrence Farmers Market, teach my classes at the Powell Garden near Kansas City, and participate in various regional shows in Missouri and Kansas.

In conclusion, let me say that I am torn between supporting the Good Earth Gatherings and opposing it. I consider myself a naturalist and much of what I do relates to what I grow and what I gather in the wild, and I see the Good Earth Gatherings as having kindred interests, and I want to give them my full support. On the other hand, as a long time resident on this troubled road already confronting far more risks than we should, it would be difficult to support an activity which will definitely increase drivers unfamiliar with this road thus increasing the risk we face. In considering this request from the Good Earth Gathering, please bring in to the discussion a county road engineer and the Palmyra Township management to get their professional evaluation on the road safety issue. Finally, if you are going to allow a customer based business on this rural road, please consider allowing the business to have large enough signs to be placed strategically to guide their customers to the business. Our experience has been that most people who live in town seem to have difficulty navigating the rural roads which have very few signs or landmarks.

Thank you for giving us an opportunity to express our concerns to the Planning & Development Services.

Sincerely,

Eugene and Pam Carvalho
1-16-14

Eugene & Pamela Carvalho
859 E1500 Rd

January 24, 2014

6 East 6th Street
City of Lawrence, Kansas
Douglas County, Kansas



Planning Commission Members,

The **Declaration of Restrictive Covenants** for the section of land, Section 5, Township 14, Range 20 of Douglas County, Kansas, that is described in the CUP-13-00482 denies use of any land for noxious or offensive activities.

As an owner of a home and property around the lake located on the same section of land that Fairbanks-Ishmael is requesting a Conditional Use Permit, I do not want this area and lake to become a for-profit recreational facility for the community. I purchased my home and extra acreage around the home and adjacent to the lake for privacy, and have retired on these acres. I do not want to look out on an amusement and water park.

The property around CUP-13-00482 will be subject to increased noise levels. This will have a negative impact on the number of water fowl and their nesting habitats. Other wild animals such as beaver, turkey, ducks, geese, white pelican, coyotes will then be affected.

Parking of cars and vehicles on the designated 10 acres of grass will add heat to the area from reflection off metal and glass. The lake has fallen to new low levels due to drought. I feel that any addition of extra heat will add to the decrease in water level.

Increased traffic on E. 1500 Road will add to the deterioration of the back top road that is already patched in numerous places. This is a narrow, hilly

road with no shoulders which adds to the safety problems of increased traffic flow, especially in the summer for farm crops and livestock hauling.

I urge the Planning Commission Members to deny the application for the Conditional Use Permit (CUP-13-00482) for the issues stated above.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca H. Lewis". The signature is written in black ink and is positioned above the printed name.

Rebecca H. Lewis

1548 N. 800 Road

Baldwin City, KS 66006

785-594-3456

DECLARATION OF RESTRICTIVE COVENANTS

We, the undersigned, being the owners of the following-described property, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 5,
Township 14, Range 20, in Douglas County,
Kansas (see attachment for lot numbers),

do hereby declare and publish the following as restrictions upon the use of said property, building requirements, and occupancy restrictions, and do declare and publish that said restrictions shall constitute a covenant running with the land.

1. The described restrictions shall be imposed upon the above described land which shall hereinafter be referred to as the "property".

2. No residence or home may be built or erected upon any of said lots having less than 1,500 square feet of living area excluding porches, basement and garage and all of said residences or homes shall have no less than a two-car garage.

3. All buildings, including out buildings, to be constructed on the property must be completed, including paint or its equivalent, within six months from the starting date of said construction.

4. No residence or any other building may be built upon said lots without first obtaining the approval of the plans for said building by the declarant.

5. No hogs, goats or poultry may be maintained or kept on any of said property.

6. No kennel for the raising or boarding of dogs shall be maintained on the property.

7. No mobile homes, house trailers, travel trailers, or double wide mobile homes may be used as a residence or occupied in any manner on any of the above described property.

8. No unuseable cars, machinery, appliances or other items of junk or salvage shall be stored or kept upon said property and any owner of such items shall within one week from the date of notification by declarant, remove all said items from the property.

9. No one shall occupy a basement on said property while his residence is being completed upon said property.

10. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any of the other owners of the property.

11. No portion of the property may be divided into or sold in tracts containing less than 10 acres.

12. These restrictions may be amended by the consent of the owners of three-fourths of the total land area located within said property description.

13. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless amended as hereinabove provided.

14. Enforcement of these restrictions may be by any proceeding allowable at law or equity.

15. Invalidity of any provision here in shall not affect any other provision contained herein.

IN WITNESS WHEREOF, the undersigned owners have placed said restrictions upon all property hereinabove described, which restrictions shall run with the land.

Roger N. Harris
Roger N. Harris

Jane R. Harris
Jane R. Harris

STATE OF KANSAS)
) SI:
COUNTY OF DOUGLAS)

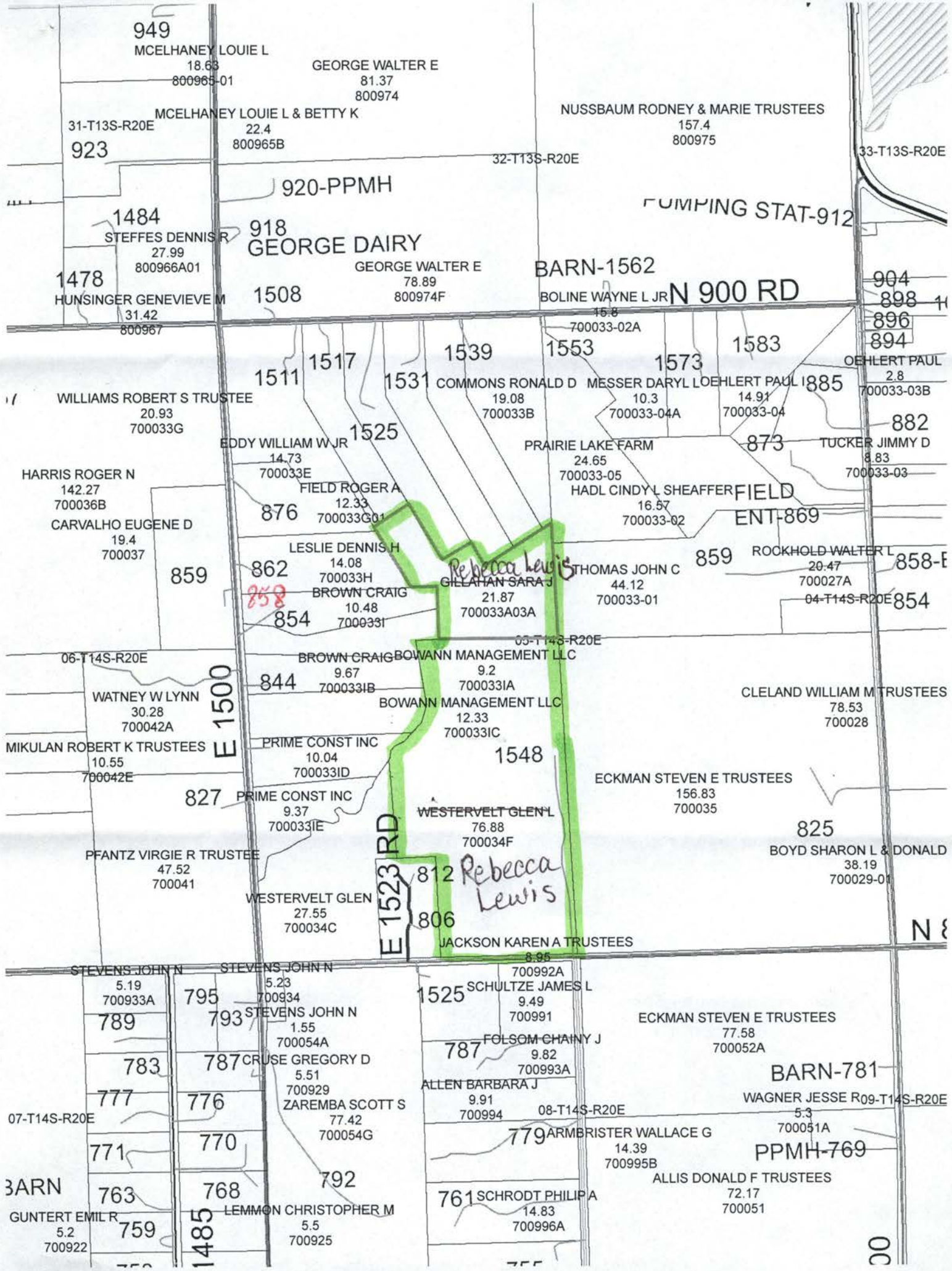
BE IT REMEMBERED, that on this 2nd day of September, 1986, before me, the undersigned, a notary public in and for said county and state, came Roger N. Harris and Jane R. Harris, husband and wife, personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Susan S. Postlethwaite
Notary Public

My commission expires: July 10, 1990





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MCELHANEY LOUIE L

18.63

800965-01

GEORGE WALTER E

81.37

800974

NUSSBAUM RODNEY & MARIE TRUSTEES

157.4

800975

31-T13S-R20E

MCELHANEY LOUIE L & BETTY K

22.4

800965B

32-T13S-R20E

33-T13S-R20E

923

920-PPMH

PUMPING STAT-912

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STEFFES DENNIS R

27.99

800966A01

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GEORGE DAIRY

GEORGE WALTER E

78.89

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BARN-1562

BOLINE WAYNE L JR

N 900 RD

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OEHLERT PAUL

2.8

700033-03B

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HUNSINGER GENEVIEVE M

31.42

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700033-02A

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MESSER DARYL LOEHLERT PAUL

14.91

700033-04

WILLIAMS ROBERT S TRUSTEE

20.93

700033G

COMMONS RONALD D

19.08

700033B

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EDDY WILLIAM W JR

14.73

700033E

PRAIRIE LAKE FARM

24.65

700033-05

873

TUCKER JIMMY D

8.83

700033-03

HARRIS ROGER N

142.27

700036B

FIELD ROGER A

12.33

700033G01

HADL CINDYL SHEAFFER FIELD

16.57

700033-02

ENT-869

CARVALHO EUGENE D

19.4

700037

ROCKHOLD WALTER L

20.47

700027A

859

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700033H

GILLAHAN SARA J

21.87

700033A03A

THOMAS JOHN C

44.12

700033-01

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858-E

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06-T14S-R20E

05-T14S-R20E

BROWN CRAIG BOWANN MANAGEMENT LLC

9.67

700033IB

9.2

700033IA

CLELAND WILLIAM M TRUSTEES

78.53

700028

WATNEY W LYNN

30.28

700042A

BOWANN MANAGEMENT LLC

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700033IC

1548

ECKMAN STEVEN E TRUSTEES

156.83

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MIKULAN ROBERT K TRUSTEES

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PRIME CONST INC

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PRIME CONST INC

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WESTERVELT GLEN L

76.88

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825

BOYD SHARON L & DONALD

38.19

700029-01

PFANTZ VIRGIE R TRUSTEE

47.52

700041

WESTERVELT GLEN

27.55

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812

806

JACKSON KAREN A TRUSTEES

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N 8

STEVENS JOHN N

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STEVENS JOHN N

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SCHULTZE JAMES L

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ECKMAN STEVEN E TRUSTEES

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STEVENS JOHN N

1.55

700054A

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FOLSOM CHAIY J

9.82

700993A

BARN-781

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CRUSE GREGORY D

5.51

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ALLEN BARBARA J

9.91

700994

08-T14S-R20E

WAGNER JESSE R09-T14S-R20E

5.3

700051A

777

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07-T14S-R20E

771

770

ZAREMBA SCOTT S

77.42

700054G

779

ARMBRISTER WALLACE G

14.39

700995B

PPMH-769

ALLIS DONALD F TRUSTEES

72.17

700051

BARN

763

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792

761

SCHRODT PHILIP A

14.83

700996A

GUNTERT EMIL R

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LEMMON CHRISTOPHER M

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E 1450 RD

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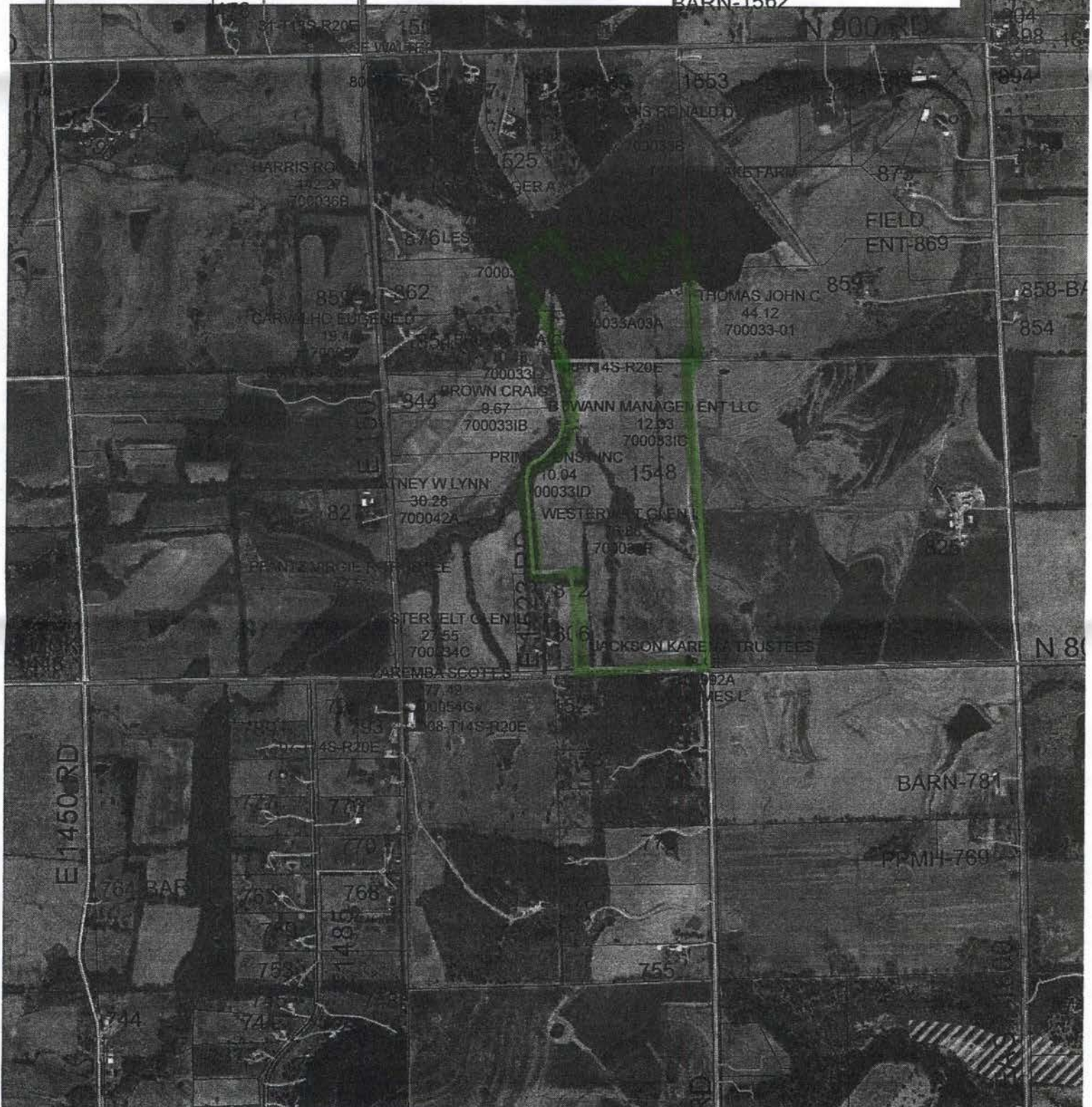
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GEORGE DAIRY

PUMPING STAT-912

BARN-1562



800
21-T14S-R20E
800

N 900 RD

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HARRIS RO
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700036B

525

876LES

FIELD
ENT-869

857
CARVALHO EDUARDO
19.46
700036B

862

THOMAS JOHN C
44.12
700033-01

7000331

BROWN CRAIG
9.67
7000331B

WANN MANAGEMENT LLC
12.93
7000331C

PRINCE JONAS INC
10.04
7000331D

344
WNEY W LYNN
30.28
700042A

1548
WESTERVELT GLEN
15.83
7000331F

WESTERVELT GLEN LLC
27.55
700034C

JACKSON KAREN W TRUSTEES

KAREMBA SCOTT S
77.42
700054G

88-T14S-R20E

BARN-781

E1450 RD

PPMH-769

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January 27, 2014

Lawrence-Douglas County Metropolitan Planning Commission
RE: CUP-13-00482; Good Earth Gatherings

Dear Commission Members,

Thank you for the opportunity to comment on the Conditional Use Permit for Good Earth Gatherings. I provided comments when GEG applied for the CUP two years ago, which is also included in your information, but I wanted to write again to restate and reinforce my position.

I wish to make the following comments about the Business Profile for Good Earth Gatherings:

Traffic

The people who live on this portion of 1500 Road paid for the construction of the road. It was intended to be local traffic only—those who live along 1500 Road and connecting roads. Maintenance of the road, which is the responsibility of the township, has been haphazard, slow and piecemeal. If GEG is allowed to open, traffic will significantly increase proportionately adding wear and tear to the strip of road between 950 Road and the business, which is the part of the road that is always in the worst condition. If the township needs to add staff to keep the road repaired in that section (I have been told they have had to lay off three people), will GEG provide the funds for the additional crew and materials?

Noise

Noise carries far and wide in rural areas. We live a quarter mile from a neighbor, and we can hear their hot tub running and when they are talking outside. While GEG will not have outdoor activities, the simple acts of opening and closing car doors; people greeting one another; and cars parking, starting and running will cause significant noise. Eighteen at the same time plus the comings and goings during retail hours! Classes and retail operations being held evenings and Saturdays are when most people are home and enjoying the benefits of country life. These benefits will be greatly diminished if GEG is allowed to operate in this neighborhood community.

Setting Precedent

1500 Road is a rural and primarily residential neighborhood. People live here because they enjoy the rural nature of the area and living in a natural environment. We want to preserve that setting.

I am most concerned about setting precedent. If this business is allowed, other businesses may spring up and it will be difficult to deny future requests when a precedent has been set. There are several lots along this road and the opportunity for a business may lure others to open businesses. This is hard to predict but most troubling.

Additional Neighborhood Impact

I am concerned that the business plan is misleading about the impact on the community.

- The owner states that the business will be located in an existing building adjacent to the owner's residence. Technically that may be true, but it is my understanding that another outbuilding will be built to store the equipment that is currently stored in the existing building. So the final

outcome will be an additional building on the property. In fact, there is already a builder's sign in the driveway. Of concern here is if Ms. Fairbanks-Ishmael is misleading you in this fact, what other parts of her proposal are misleading?

- Landscaping does not screen public view overnight. It takes years for "vegetation" to grow to the size that it would screen cars, people, and activity.
- A sign is to be erected next to the driveway. How big will this sign be? Will it be lighted? This is the only business sign on this road and this certainly will have an impact on the neighborhood.
- Her plan indicates 10 to 18 roundtrips generated during the weeknight and retail hours may generate 15 to 30 roundtrips on the weekend. According to her sample calendar, there may be up to four classes per week; up to 18 students + 1 instructor per class which is 76 roundtrips for classes alone. Add the retail operation two days per week and there will easily be over 100 roundtrips per week. Another misleading fact in her proposal. And if the business grows and retail sales increase, there is no way to estimate the number of roundtrips evenings and weekends. The Commission can limit the number of people attending a class, but there is no way to limit the number of customers at a retail facility.
- Another impact is the trash. Trash is picked up in this neighborhood on Tuesdays. Usually the Fairbanks-Ishmael's do not take the empty trash cans back from the driveway for 1-2 days later. If this generates more trash, that is additional empty trash cans sitting in the driveway for days.

I am not opposed to the business—I am opposed to its location. With the number of classes she plans to have, and especially since there is a retail operation involved, why can't she buy or rent business space in zoned areas like other businesses? I am confident there are plenty of spaces in Lawrence, Baldwin City, or Eudora that would be suitable, reasonably priced, and draw from the same customer base as her home. I'm sure those communities would welcome her business. From my viewpoint, when other space is available, there is no reason to allow a zoning variance to a neighborhood that is zoned agricultural/residential.

For the reasons I have stated, I am strongly opposed to this use permit. I do not know how Ms. Fairbanks-Ishmael can state unequivocally that "nearby properties will suffer no detriment" and that "no hardship is expected to impact neighboring landowners." In reality, Ms. Fairbanks-Ishmael has not approached neighbors to explain her plan, has not asked for their feedback so it could be addressed before she finalized her plan, and, in fact, she has never introduced herself to us since she has lived here. How can she be so sure that there will be no hardship or suffer no detriment when she doesn't even know our expectations for the neighborhood or concerns about a business in the neighborhood? Had she done that long ago, I would have hoped that as a responsible neighbor she would have changed her plans and selected another location.

I urge you to deny this request. Thank you again for the opportunity to comment.

Sincerely,

Karen Watney
847 E 1500th Road
Baldwin City, KS

ITEM NO. 4 CONDITIONAL USE PERMIT; GOOD EARTH GATHERINGS; 858 E 1500 RD (MKM)

CUP-13-00482: Consider a Conditional Use Permit for Good Earth Gatherings, a recreational facility including education, community outreach, and ancillary retail sales on approximately 10 acres located at 858 E 1500 Rd. Submitted by Tamara Fairbanks-Ishmael, property owner of record.

STAFF PRESENTATION

Ms. Mary Miller presented the item.

APPLICANT PRESENTATION

Ms. Tamara Fairbanks-Ishmael described her business as a small part-time business featuring community outreach, education, and related good. She said she would teach classes herself and partner with area businesses to host classes. She said there would be 10-18 students expected and some of the planned topics would be natural fiber dying, safe food preservation, creating tabletop gardens, herbal vinegars, and sustainable living. She said the impact to the neighborhood would be minimal.

PUBLIC HEARING

Ms. Rebecca Lewis, 1548 N 800 Rd, said the declaration of restrictive covenants for this section of land denied the use of any land for noxious or offensive activities. She said she did not want the area and lake to become a for profit recreational facility for the community. She said she did not want to look out and see things happening other than what would be in a regular residential area. She said the property around the area would be subject to increased noise levels which would have a negative impact on the number of water fowl and nesting habitat. She said other wild animals, such as beaver, turkey, duck, geese, wild pelican, and others would also be impacted. She felt parked vehicles on the grass would add heat to the area from reflection of the metal and glass. She said the lake had fallen to new low levels due to the draught. She felt any additional excess heat would add to the decrease in water level and create a fire hazard for dry grass. She felt that increased traffic on E 1500 Road would lead to more deterioration of the blacktop road that was already patched in numerous places. She expressed concern about traffic safety on the narrow hilly road with no shoulders. She urged Planning Commission to deny the Conditional Use Permit.

Commissioner Liese asked if Ms. Lewis lived a mile away from Ms. Fairbanks-Ishmael's property.

Ms. Lewis said she did not believe she lived that far away. She thought it was less than ½ mile.

Ms. Miller displayed a map on the overhead showing the properties.

APPLICANT CLOSING COMMENTS

Ms. Fairbanks-Ishmael said she lived in the area as well and would not do anything to make the neighborhood less pleasant than it already is. She said Ms. Lewis' view of her property was completely blocked by trees so she would probably not see much.

COMMISSION DISCUSSION

Commissioner von Achen asked why staff went with a Conditional Use Permit instead of an agritourism designation.

Ms. Miller said staff suggested agritourism but the County Commission put a moratorium on agritourism registration. She said the Zoning & Codes Director felt a Conditional Use Permit would be a better fit for the use.

Commissioner von Achen asked Ms. Fairbanks-Ishmael inquired about outdoor activities.

Ms. Fairbanks-Ishmael said occasionally she may take students on a weed-walk or tour of herbs as part of an herbal education class.

Commissioner von Achen asked if any of the outdoor activities would occur around the lake.

Ms. Ishmael said no.

Commissioner Jossierand asked what year it was platted.

Ms. Miller said it was not platted but divided a while back.

ACTION TAKEN

Motioned by Commissioner Rasmussen, seconded by Commissioner von Achen, to approve a Conditional Use Permit for a recreation facility, to provide community outreach, education, and ancillary retail sales on approximately 10.5 acres, located at 858 E 1500 Rd subject to the following conditions:

1. A driveway shall be installed from the access point provided on the property prior to the commencement of the CUP use.
2. Provision of a revised site plan to include the following notes
 - a. Operating hours will conclude at 9 PM.
 - b. No more than one class shall be conducted/offered at a time.
 - c. Use of the lake for public, business, commercial, and recreation activities associated with the conditional use is prohibited.

Commissioner Britton said he understood Ms. Lewis' concerns but would vote in favor of the motion. He said it sounded like this particular operation would be very limited and he felt there should be leeway for property owners to have activities on their property.

Commissioner Culver noted the concerns expressed by Ms. Lewis regarding the impact of increased traffic and the safety element in which vehicles speed down the road. He felt if there was opportunity or need traffic limits should possibly be looked at for the area.

Unanimously approved 9-0.

Modification to the Budget Process for Agencies Receiving County Financial Support

Agencies and community organizations that are receiving County financial support through the Budget process and are outlined in the Agencies County Funded section.

Starting with the 2015 Budget Development Process, the departments will be divided as follows:

Community Partnerships (formerly Agencies County Funded)

Human Services:

- Bert Nash Mental Health Center
- Bert Nash Mental Health Center – Health Insurance
- CASA Court Appointed Special Advocates
- Cottonwood
- Douglas County Dental Clinic
- Emergency Services Council
- Health Care Access
- Heartland Community Health
- Independence Inc.
- Jayhawk Area on Aging Council
- Lawrence Douglas County Health Department
- Lawrence Douglas County Sanitary Code
- Lawrence Douglas County Screening
- Lawrence Douglas County Health Department Insurance
- Lawrence Community Shelter
- Legal Aid
- Senior Services
- The Shelter, Inc.
- Visiting Nurses Association
- Humane Society

Heritage and Land Management

- Conservation District
- Extension Council
- Extension Council Health Insurance
- Freedom's Frontier Heritage Area (administered by DMI)

Economic Development:

- Chamber of Commerce Economic Development Marketing

Community partners that receive funding through the Budget process will be subject to many of the same requirements for accountability and transparency as contractors for direct service provision.

Accountability

For each agency supported, an agreement will be prepared and approved that outlines the amount of support given and any obligations identified during the budget development process. The contract will outline any oversight and monitoring requirements related to the performance of the agency. A copy of the budget submittal, that includes the agency's financial reports and other related financial information, should also be included.

Any agreement will outline any restrictions on the use of the funds and any specific reporting requirements that are needed. Each year, the budget submittal will report on performance in specific performance criteria and an outline of actual costs incurred the year before. The agreement can be canceled if the agency fails to comply with the performance criteria and other requirements set out in the agreement and if annual costs exceed those established by the agreement.

Transparency:

Each agency that receives an annual appropriation from Douglas County must maintain a copy of the records and files related to the appropriation, and indicate that such records and files are subject to the Kansas Open Records Act and may be disclosed by Douglas County pursuant to the Freedom of Information Act. Specifically, any agency doing business with Douglas County shall:

- keep and maintain the public records that ordinarily and necessarily would be kept and maintained by the Douglas County in order to perform the service or activity;
- provide Douglas County with access to such public records on the same terms and conditions that the agency would provide the records and at a cost that does not exceed costs as defined in the Kansas Open Records Act or as otherwise provided by law.

Competition

Most agencies that receive financial support to provide community services in concert with Douglas County do not have competition in the community to provide services. If the Board of County Commissioners feels that a competitive process needs to be conducted, it can do so in advance of the annual budget development process each year. Nothing in the agreement or the annual budget process should be construed as providing an agency with guaranteed funding in a future budget year.

REVISED LANGUAGE for Purchasing Policy 3.5 Purchases of Services – starting on subsection D:

PURCHASES OF SERVICES

A. Department Head Approval levels: When the purchase price of the service acquisition is less than or equal to \$7,500, the Department Head shall have the authority to make the acquisition without prior approval or the solicitation of quotes.

B. Administration Approval Levels: Approval for purchases of services may be made by the County Administrator or the Assistant County Administrator at the following levels:

1. Cooperative or State Contracts: When the purchase price of the service acquisition is between \$7,501 and \$20,000, and the service may be purchased through a cooperative or state contract for which bids/proposals were originally issued.
2. Sole Source: When the purchase price of the service acquisition is between \$7,501 and \$20,000, and the service may only be purchased through one vendor due to uniqueness of the service, quality or performance of the service, or need to maintain uniformity with past purchases.
3. Informal Bids/Proposals: When the purchase price of the service acquisition is between \$7,501 and \$20,000, and a cooperative or state contract is not available or is not being utilized, and informal bids/proposals have been solicited.

C. Board of County Commissioners Approval:

1. Approval from the Board of County Commissioners is required when the purchase price of a service is greater than \$20,000. Cooperative or State Contracts, Sole Source, or Formal Bids may be utilized for such purchase.
2. Engineering Services. For engineering services greater than \$20,000, but less than \$100,000, and are part of an approved CIP project, the department head may invite proposals from at least three firms. Pursuant to an interview of at least one firm,

the department head shall request approval from the County Commissioners to negotiate a final contract and fee for the professional service; final approval of the contract must be requested from the Board of County Commissioners unless such approval authority has otherwise delegated by the Board. Engineering services greater than \$100,000 will be subject to Sections 3.11 and/or Section 3.8.

D: Administration of Contracts for Services

When Douglas County has a statutory reason to provide a service and where there are alternatives for service provision in the community, Douglas County hereby in acts the following conditions to the selection and administration of the agreements.

Accountability

Before a contract is finalized, the department shall prepare a request to the Board of County Commissioners or an appropriation and any authority that is necessary to oversee and monitor performance of service contracts and enforce other conditions required by law. No procurement shall proceed unless the necessary appropriation and authority have been granted.

If a department procures services, the department shall:

- keep a record of the cost analysis and findings that the contracting agency makes for each procurement the agency conducts, along with the basis for the decision to proceed with the procurement;
- properly ensure that the contractor is providing services as required by the contract within the costs as established by the contract;
- enforce performance standards established by the contract;
- collect and provide copies of the records required by law; and
- ensure that any all aspects of the contract are properly enforced.

Any service contract shall incorporate specific performance criteria and cost parameters, and the contractor shall submit reports to the department on the contractor's compliance with the performance criteria and actual costs incurred, as outlined in the contract. The service contract may be canceled if the contractor fails to

comply with the performance criteria and other requirements set out in the contract and if annual costs exceed those established by the contract. The contract may be cancelled at any time if the contractor fails to comply with all applicable local, state and federal laws, regulations and statutes.

Any private entity that has a contract with Douglas County can have no adjudicated record of substantial or repeated willful noncompliance with any relevant federal, state or local statute or regulation, including payment of taxes or other payments owed to a public entity.

Transparency:

For each service contract in excess of \$20,000, contractors shall (1) provide that the Douglas County is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Kansas Open Records Act and may be disclosed by Douglas County pursuant to the Freedom of Information Act. Specifically, any contractor doing business with Douglas County shall:

- keep and maintain the public records that ordinarily and necessarily would be kept and maintained by the Douglas County in order to perform the service or activity;
- provide Douglas County with access to such public records on the same terms and conditions that the agency would provide the records and at a cost that does not exceed costs as defined in the Kansas Open Records Act or as otherwise provided by law.

Competition

No agency may enter into a contract that guarantees payment for services not provided. Service or asset contracts shall not unduly restrict the government from taking actions in the public interest and shall not unfairly place the burden of risk on taxpayers.

Contracts periods can be established for up to five year periods, with one year renewals inside the contract period. At the end of a contract period, a competitive bidding shall

be used. The Board of County Commissioners can waive the competitive bidding process.