

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

*Public comment will be received for each item as it is discussed.

WEDNESDAY, FEBRUARY 6, 2019

4:00 p.m.

-Consider approval of the minutes for January 23, 2019.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Notice to Township Board on application for cereal malt beverage license for The Clinton Store; 598 N 1190 Road;
- (c) Notice to Township Board on application for cereal malt beverage license for Poor Farm Restaurant; 598 N 1190 Road;
- (d) Consider approval of construction contract for Project No. 2017-30 for Lone Star Dam Slope Modifications (Keith Browning);
- (e) Consider Adopting a County resolution to convey land for economic development purposes to Grandstand Glassware and Apparel and published appropriate notices, as previously approved on November 21, 2018. (Sarah Plinsky)

REGULAR AGENDA

- (2) Presentation of the Health Equity Report by the Lawrence-Douglas County Health Department (Dan Partridge)
- (3) Affirm the Interim County Administrator's authority to sign a Letter of Understanding with the City of Lawrence to fund a contractual agreement in an amount not to exceed \$15,150 with SS&C solutions to perform temporary project management services on behalf of the Lawrence Community Shelter. (Jill Jolicoeur)
- (4) Accounts Payable
- (5) Appointments:
 - Board of Zoning Appeals (1) position open 10/17
 - Building Code of Appeals Board (2) positions open 12/16
 - Community Corrections Advisory Board (1) position open 08/31/18 (educator)
 - Criminal Justice Coordinating Council (1) position (District 1 Commissioner Appointee)
 - Douglas County Fair Board (2) positions: Willow Springs and Kanwaka
 - JAAA Advisory Council (2) position
 - JAAA Board of Directors (1) position
 - Joint Economic Development Council (2) positions
 - Lawrence-Douglas County Advocacy Council on Aging (2) open positions
 - Mental Health Board (1) position open 04/18
 - Senior Resource Center (1) position open 12/31/18
- (6) General Public Comment
- (7) Commissioner and/or Administrator Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (8) Joint Ordinance No. 9613/County Resolution for a Comprehensive Plan Amendment (CPA-18-00365) to Horizon 2020, Chapter 14 Specific Plans, to amend the Southeast Area Plan to include the southeast corner of the intersection of E. 23rd Street and O'Connell Road related to development located at 2110, 2120 & 2130 Exchange Ct. (Sandra Day is the Planner)
- (9) Adjourn

WEDNESDAY, FEBRUARY 13, 2019

-Consider approval of Emergency Vehicle Permit for Sheriff's Office (Ken McGovern)

WEDNESDAY, FEBRUARY 20, 2019

WEDNESDAY, FEBRUARY 27, 2019

WEDNESDAY, MARCH 6, 2019

WEDNESDAY, MARCH 13, 2019

WEDNESDAY, APRIL 3, 2019

-Proclamation for "National Service Recognition Day" (Linda Brandenburger)

WEDNESDAY, OCTOBER 2, 2019- cancelled

Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 6:00 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.

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **The Clinton Store** to sell Cereal Malt Beverages at retail for consumption off the premises: **598 N 1190 Rd.**

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

Done by the Board of County Commissioners this **6th Day of February, 2019.**

CHAIRMAN

COUNTY CLERK

(SEAL)

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

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Poor Farm Restaurant** to sell Cereal Malt Beverages at retail for consumption on the premises: **598 N 1190 Rd.**

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

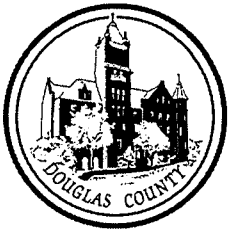
Done by the Board of County Commissioners this **6th Day of February, 2019.**

CHAIRMAN

COUNTY CLERK

(SEAL)

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



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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

MEMORANDUM

To: Board of County Commissioners

From: Chad Voigt, P.E., Deputy Public Works Director *CV*

Date: January 30, 2019

Re: Consent Agenda approval of construction contract for Project No. 2017-30
Lone Star Dam Slope Modifications

This project is included in our Capital Improvement Plan for completion in 2019. The project will add fill material to flatten the downstream slope of Lone Star Lake dam. This work will address recent slide areas on the face of the dam.

We opened bids for this project on January 29th. We received bids from four contractors as shown below (also see attached bid tabulation).

Bidder	Total Bid
RD Johnson	\$269,944.40
Skillman Construction	\$286,076.20
Leavenworth Excavating	\$416,671.65
Kings Construction	\$450,253.00
<i>Engineer's Estimate</i>	<i>\$331,294.00</i>

The bid documents assume an estimated quantity of unsuitable material to be removed from the existing slope. The actual quantity may have to be increased during construction; therefore we request authorization for change orders up to 20% of the contract amount.

Action Required: Consent Agenda approval to award a contract to RD Johnson, in the amount of \$269,944.40 for Project No. 2017-30, Lone Star Dam Slope Modifications and authorization for the Public Works Director to approve change orders up to 20% of the contract amount.

Lone Star Dam - Slope Modifications

Project Number: 2017-30
 Construction Year: 2018
 Total Cost: \$340,000

Description: Lone Star Dam was completed in 1939. The existing downstream slope is very steep, and has experienced surface slides in recent years. A geotechnical study in 2016 found that the slides are not affecting the safety of the dam; however they must be addressed. This project will add material to the face of the dam to reduce slopes.

Project Costs and Funding

Linitem	Total	2017	2018	2019	2020	2021	2022	2023
Balance forward			\$160,700	\$0	\$0	\$0	\$0	\$0
CIP budget allocations	\$340,000	\$165,000	\$175,000					
Engineering	(\$40,000)	(\$4,300)	(\$35,700)					
Construction	(\$300,000)		(\$300,000)					
Project Balance		\$160,700	\$0	\$0	\$0	\$0	\$0	\$0

Existing slope



Existing slope



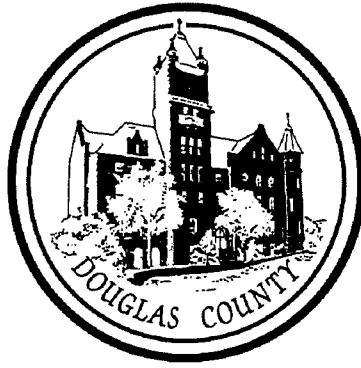
DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2017-30/BID NO. 19-F-0001
LONE STAR DAM MODIFICATIONS
BID TABULATION
January 29, 2019

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		RD Johnson		Skillman Construction		Leavenworth Excavating		Kings Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00	\$37,000.00	\$37,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$45,000.00	\$45,000.00
2	CLEARING AND GRUBBING	L.S.	1	\$12,000.00	\$12,000.00	\$15,500.00	\$15,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$13,500.00	\$13,500.00
3	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	\$8,000.00	\$8,000.00	\$1,775.00	\$1,775.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00
4	UNCLASSIFIED EXCAVATION	C.Y.	6324	\$5.00	\$31,620.00	\$1.10	\$6,956.40	\$5.00	\$31,620.00	\$6.00	\$37,944.00	\$5.00	\$31,620.00
5	COMPACTION OF EARTHWORK (TYPE AA, MR-0-5)	C.Y.	13376	\$3.00	\$40,128.00	\$1.60	\$21,401.60	\$1.00	\$13,376.00	\$2.00	\$26,752.00	\$2.00	\$26,752.00
6	COMMON EXCAVATION (CONTRACTOR FURNISHED)	C.Y.	10396	\$8.50	\$88,366.00	\$9.00	\$93,564.00	\$12.00	\$124,752.00	\$17.00	\$176,732.00	\$12.50	\$129,950.00
7	WATER (GRADING) (SET PRICE)	MGAL.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
8	SALVAGED TOPSOIL	C.Y.	3162	\$6.00	\$18,972.00	\$2.10	\$6,640.20	\$4.00	\$12,648.00	\$9.55	\$30,197.10	\$15.00	\$47,430.00
9	SELECT SOIL	C.Y.	1265	\$8.00	\$10,120.00	\$14.40	\$18,216.00	\$12.00	\$15,180.00	\$16.55	\$20,935.75	\$15.00	\$18,975.00
10	TEMP. FERTILIZER, SEED, AND MULCH	AC	4.3	\$1,000.00	\$4,300.00	\$2,500.00	\$10,750.00	\$1,200.00	\$5,160.00	\$2,200.00	\$9,460.00	\$1,200.00	\$5,160.00
11	PERM. FERTILIZER, SEED, AND MULCH	AC	4.3	\$1,500.00	\$6,450.00	\$1,800.00	\$7,740.00	\$1,200.00	\$5,160.00	\$2,500.00	\$10,750.00	\$900.00	\$3,870.00
12	EROSION CONTROL MAT (CLASS 1, TYPE C)	S.Y.	18392	\$4.00	\$73,568.00	\$1.10	\$20,231.20	\$0.60	\$11,035.20	\$1.15	\$21,150.80	\$3.00	\$55,176.00
13	SILT FENCE	L.F.	1350	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$4.50	\$6,075.00	\$2.80	\$3,780.00	\$5.00	\$6,750.00
14	BIODEGRADABLE LOG (20")	L.F.	4000	\$4.00	\$16,000.00	\$4.40	\$17,600.00	\$6.00	\$24,000.00	\$8.80	\$35,200.00	\$10.00	\$40,000.00
15	SEDIMENT REMOVAL (SET PRICE)	C.Y.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
16	SWPPP INSPECTION	EA	10	\$300.00	\$3,000.00	\$100.00	\$1,000.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$250.00	\$2,500.00
17	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
18	TWO WAY TRAFFIC-ONE LANE CLOSED	L.S.	1	\$2,000.00	\$2,000.00	\$5,400.00	\$5,400.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
19	TRAFFIC CONTROL	L.S.	1	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
Total Bid-					\$331,294.00		\$269,944.40		\$286,076.20		\$416,671.65		\$450,253.00

Keith A. Browning, PE, Director of Public Works

Date

Jamie Shew, Douglas County Clerk



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2017-30
LONE STAR DAM SLOPE MODIFICATIONS

BID # 19-F-0001

Douglas County Commissioners

Michelle Derousseau, Chairman

Nancy Thellman, Member

Patrick Kelly, Member

Approved By:

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

Date: 1/2/2019

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

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SPECIAL PROVISIONS

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PSP 15-DG-09002 – STORMWATER POLLUTION MANAGEMENT

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001
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., Tuesday, January 29, 2019, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2017-30 consists of Clearing & Grubbing, Contractor Staking, Grading, Removing Banquettes, Stabilizing Soil, Replacing top 6" of Topsoil, Temporary and Permanent Seeding, Erosion Control Mat, and Traffic Control.

Douglas County Project 2017-30 is located at Lone Star Lake approximately 3.5 miles SW of Lone Star, Kansas.

All bids must be submitted on forms obtainable at Drexel Technologies @ www.drexeltech.com in their eDistribution plan room 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. 2017-30", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. 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 or may be approved by Douglas County through a vetting process.

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: 1/2/2019

Publication Date: Monday, January 7, 2019
Saturday, January 26, 2019

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained by Demand Star or Drexel Technologies.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2017-30" 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 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 or may be approved by Douglas County through a vetting process.
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.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2015, 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.

SPECIFICATIONS
(Continued)

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 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).

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 NOTICE TO CONTRACTORS (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 Drexel Technologies at www.drexeltech.com or from Demand star at www.demandstar.com. 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 classifications listed under section 102.2(b).

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.

SPECIFICATIONS
(Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at Drexel Technologies at www.drexeltech.com or Demand Star at www.demandstar.com and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2017-30", 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.

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, 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.

SPECIFICATIONS
(Continued)

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.

Section 109

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 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).

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 stated in 109.2 Scope of Payment (above), and other deducts the Contract Documents specify. Douglas County will make one progress payment per month.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001
PROPOSAL

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

1. Proposal of RD Johnson Excavating Co for the performance of "Douglas County Project No. 2017-30", 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 thirty (30) working days. The earliest anticipated date for the "Notice to Proceed" is February 25, 2019. The latest anticipated date for the "Notice to Proceed" is March 25, 2018.
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

RD Johnson Excavating Co
Name of Organization

By:

Brad Ikenberry



DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

SCHEDULE OF PRICES
Lone Star Dam Slope Modifications

LINE ITEM NO.	ROAD ITEMS	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	L.S.	1	37,000	37,000 ⁰⁰
2	CLEARING AND GRUBBING	L.S.	1	15,500	15,500 ⁰⁰
3	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	1,775	1,775 ⁰⁰
4	UNCLASSIFIED EXCAVATION (VMF=0.8)	C.Y.	6324	1 ¹⁰	6956 ⁴⁰
5	COMPACTION OF EARTHWORK (TYPE AA) (MR 0-5)	C.Y.	13376	1 ⁶⁰	21,401 ⁶⁰
6	COMMON EXCAVATION (CONTRACTOR FURNISHED)	C.Y.	10396	9 ⁰⁰	93,564 ⁰⁰
7	WATER (GRADING) (SET PRICE)	MGAL	1	\$35.00	\$35.00
8	SALVAGED TOPSOIL	C.Y.	3162	2 ¹⁰	6640 ²⁰
9	SELECT SOIL (CONTRACTOR FURNISHED)	C.Y.	1265	14 ⁴⁰	18,216 ⁰⁰
10	TEMPORARY FERTILIZER, SEED, AND MULCH	AC	4.3	2,500 ⁰⁰	10,750 ⁰⁰
11	PERMANENT FERTILIZER, SEED, AND MULCH	AC	4.3	1,800 ⁰⁰	7,740 ⁰⁰
12	EROSION CONTROL MAT (CLASS 1, TYPE C)	S.Y.	18392	1 ¹⁰	20,231 ²⁰
13	SILT FENCE	L.F.	1350	2 ⁰⁰	2700 ⁰⁰
14	BIOLOG (20")	L.F.	4000	4 ⁴⁰	17,600 ⁰⁰
15	SEDIMENT REMOVAL (SET PRICE)	C.Y.	1	\$35.00	\$35.00
16	SWPPP INSPECTION	EA	10	100 ⁰⁰	1000 ⁰⁰
17	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET PRICE)	L.S.	1	\$2000.00	\$2000.00
18	TWO WAY TRAFFIC-ONE LANE CLOSURE	L.S.	1	5400 ⁰⁰	5400 ⁰⁰
19	TRAFFIC CONTROL	L.S.	1	1400 ⁰⁰	1400 ⁰⁰

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID

\$ 269,944.40

CONTRACTOR

RD Johnson Excavating Co

*NJP
MD*

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

CONTRACT

THIS CONTRACT, made and entered into this Sixth day of February, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and RD Johnson Excavating Co, 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.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

CONTRACT (continued)

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.

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. 2017-30
BID # 19-F-0001

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).

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2017-30
BID # 19-F-0001

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: _____

Attest:

County Clerk

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 2015

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 2015

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 2015

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

GENERAL DESCRIPTION:

Douglas County Project 2017-30 consists of Clearing & Grubbing, Contractor Staking, Grading, Removing Banquettes, Stabilizing Soil, Replacing top 6" of Topsoil, Temporary and Permanent Seeding, Erosion Control Mat, and Traffic Control.

Douglas County Project 2017-30 is located at Lone Star Lake approximately 3.5 miles SW of Lone Star, Kansas.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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	TYPICAL/GENERAL NOTES & QUANTITIES
3	GENERAL LAYOUT
4-5	BORELOGS
6-14	CROSS SECTIONS
15	EROSION CONTROL PLAN
16-17	EROSION CONTROL DETAILS
18	TEMPORARY SEEDING
19	PERMANENT SEEDING
20-21	TRAFFIC CONTROL

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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 2015

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 2015

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 2015

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 2015

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(s) are required to furnish their own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2015.

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

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 2015

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

Haul Road Routes:

For Project 2017-30 the haul roads including daily ingress/egress are set as follows:

- Route 1023 (E250 Rd)
- Route 1029 (E550 Rd)
- Route 458 (N950, N1000, N1200 Rds)
- Route 10 (N750 Rd)
- Route 1W

Douglas County Route 1 from N950 to Route 10 is prohibited.

SUBSECTION 804.1, DESCRIPTION, Page 800-11, Delete the second paragraph and replace with the following:

For the purpose of this specification and when the bid item is included in the contract items, a haul road is any public road in Kansas, excluding State highways, over which 2,000 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: "The most direct route to the nearest state highway that is used for hauling commercial material into or from a commercially established plant site is not designated as part of the haul road. Roads into and from quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-11, 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.

**KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, 2015 EDITION**

SECTION 901

STORMWATER POLLUTION MANAGEMENT

901.1 DESCRIPTION

Design, implement, inspect and maintain appropriate best management practices to minimize or eliminate erosion, sediment and other pollutants in stormwater runoff from the project.

BID ITEMS

SWPPP Design
SWPPP Inspection
Water Pollution Control Manager
Stormwater Compliance Disincentive Assessment

UNITS

Lump Sum
Each
Each
Lump Sum

901.2 MATERIALS

None Required.

901.3 CONSTRUCTION REQUIREMENTS

a. Permits.

(1) Projects with 1.0 acre or more of erodible surface: KDOT (or the local governmental agency) will submit the Notice of Intent (NOI) for authorization to discharge stormwater runoff from construction activities in accordance with the Kansas Water Pollution Control General Permit. This authorization does not cover Contractor plant sites and Contractor-Furnished borrow and waste sites outside the project limits.

(2) Projects with less than 1.0 acre of erodible surface: Kansas General Permit coverage is not required. The Contractor is required to comply with **subsection 901.3b.** and use appropriate Best Management Practices (BMPs) to minimize stormwater pollution.

A Storm Water Pollution Prevention Plan (SWPPP) (**subsection 901.3c.**) is not required.

Inspection and Maintenance Reports (**subsection 901.3e.**) are not required.

A Water Pollution Control Manager (**subsection 901.3d.**) is not required.

Stormwater Erosion Control Conferences (**subsection 901.3f.**) are not required.

b. General. When Contractor-furnished borrow or plant sites are outside the project limits, obtain all required permits and clearances required for compliance, **SECTION 107.** Provide copies of all such permits and clearances to the Engineer.

Take all measures necessary to minimize or eliminate erosion, sediment and other pollutants in stormwater runoff from the project and project related borrow areas.

Assume responsibility for inspection and maintenance of all erosion and sediment control measures within the project limits, whether originally implemented by the Contractor, KDOT or a third party. Obtain information regarding the SWPPP and

active Best Management Practices (BMPs) from the Area Engineer. Maintenance or removal of BMPs not installed by the Contractor may be considered Extra Work, **SECTION 104**, unless addressed by other items of the contract (e.g. sediment removal).

Install devices to establish a perimeter control of the project in areas where it is anticipated that stormwater runoff will leave the project. Install perimeter control devices prior to or simultaneously with the clearing and grubbing operations. Do not perform grading until perimeter control devices are in place and approved by the Engineer.

Unless requested in writing from the Contractor, and approved in writing by the Engineer, or specified otherwise in the Contract Documents, do not exceed 750,000 square feet of surface area of erodible earth material per equipment spread at one time. The Engineer will limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow (within right-of-way) and embankment operations. Limit the exposed erodible earth material according to the capability and progress, and in keeping with the approved schedule.

Areas will not count toward the 750,000 square feet limit, when the following conditions are met:

For areas that will not be disturbed again due to project phasing:

- Finish grade the completed area;
- Stabilize and maintain stabilization according to **SECTION 902**; and
- Do not disturb the area again without a written request from the Contractor and written approval from the Engineer;

For areas that will be disturbed again due to project phasing:

- Rough grade; and
- Stabilize and maintain stabilization according to **SECTION 902**.

DO NOT clear and grub areas unless work will actively be performed in the exposed area (or portions of the exposed area) within 7 calendar days on exposed steep slope areas (40% or greater) or within 14 calendar days for all other exposed areas.

If areas are cleared and grubbed and not finish graded, not part of project phasing and no meaningful work toward the completion of the bid item is performed within the exposed area (or portions of the exposed area) for 7 calendar days on exposed steep slope areas (40% or greater) or 14 calendar days for all other exposed areas, stabilize and maintain stabilization of the exposed areas according to **SECTION 902** at no cost to KDOT.

If on-site or state-furnished off-site borrow areas are to be excavated below the ground water elevation, construct a temporary berm around the borrow area to prevent stormwater runoff from entering the excavated area.

Do not ford live streams with construction equipment.

Restrict construction operations in rivers, streams and other water impoundments to those areas that must be entered for the construction of temporary or permanent structures. Only use clean aggregate fill for temporary crossing, work platforms, etc. When no longer required, promptly remove all falsework, piling, temporary crossings and other obstructions caused by the construction.

Where practical, do not store equipment or materials (including soil stockpiles) within 50 feet of rivers, streams or other surface waters. Avoid storing equipment or materials (including soil stockpiles) in flowlines of ditches or other drainage courses. Where such storage is necessary, obtain the Engineer's written approval and include in the project SWPPP appropriate best management practices for the storage area.

Install and maintain temporary erosion and pollution control devices as shown in the Contract Documents, **SECTION 902**, the SWPPP and as directed by the Engineer.

Implement temporary erosion and pollution control with best management practices (BMPs) as described in the SWPPP.

At a minimum, perform the following:

- Use temporary best management practices to minimize or eliminate pollutant discharge resulting from the construction of the project;
- Use temporary best management practices to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment;
- Coordinate temporary best management practices with the construction of permanent erosion control features to provide continuous erosion control;
- Schedule construction of drainage structures as soon as practicable;
- Schedule construction of permanent erosion control features as soon as practicable; and
- Immediately initiate placement of appropriate erosion control Best Management Practices (BMPs) in any exposed steep slope areas (40% or greater) where

construction activities have permanently or temporarily ceased, and will not resume for a period exceeding 7 calendar days. For vegetative cover areas, in addition to seeding, watering, mulching, and any other required activities related to the planting and establishment of vegetation, utilize other appropriate erosion control practices such as geotextiles or erosion control mats.

- Immediately initiate temporary stabilization on areas that have been disturbed after construction activities have permanently ceased on that portion of the project site. Immediately initiate temporary stabilization measures on areas that have been disturbed after construction activities have temporarily ceased on that portion of the project site if construction activities will not resume for a period exceeding 14 calendar days. Temporary stabilization may include temporary seeding, geotextiles, mulches or other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb the area.
- Stabilization is initiated when physical work on the project to install stabilizing BMPs has begun. "Immediately" in the context of the above provisions has been defined by the EPA to mean "as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased." Prosecute stabilization work continuously and diligently until completed.

Notify the Engineer in writing within 24 hours of any chemical, sewage or other material spill which is required to be reported to the KDHE under part 10 of the NPDES permit. The notification shall include at a minimum the material spilled, location of the spill, and a description of containment or remediation actions taken. This notice to the Engineer does not relieve the Contractor of responsibility to report to the KDHE or to any other agency.

If temporary erosion and pollution control is not implemented and maintained according to this specification, the approved SWPPP, or the NPDES permit, the Area/Metro Engineer may suspend all or part of the work on the project until conditions are brought into compliance, as determined by the Area/Metro Engineer.

KDOT will not issue the Notice of Acceptance, **SECTION 105**, until all necessary maintenance, corrective actions, removal of unnecessary devices and temporary stabilization is completed for the project. Failure to complete this work within the contract time may result in liquidated damages, **SECTION 108**.

All SWPPP related documentation including the original SWPPP, all revisions/amendments, and inspection reports shall be retained by the Engineer upon Acceptance of the project.

c. Project Storm Water Pollution Prevention Plan (SWPPP). Before the preconstruction conference, submit to the Field Engineer a minimum of 3 original copies of the SWPPP. No contract work may begin until the Area/Metro Engineer has approved the SWPPP.

Design the SWPPP to comply with the NPDES permit for the project. At a minimum, the project SWPPP shall include:

- the SWPPP Inspection and Maintenance Report Forms (KDOT Form No. 247);
- The planned sequence of major construction activities;
- the Contractor's Erosion Control Site Plan;
- the SWPPP Contractor Certification Form 246. The Contractor and all subcontractors are required to certify that they understand the terms and conditions of the general NPDES permit. The Engineer will provide the SWPPP Certification Form (Form No. 246), or it can be found on the KDOT Internet;
- a copy of the Project Notice of Intent Form (NOI) for Stormwater Runoff from Construction Activities. (obtained from KDOT);
- An acknowledgement that State and Local requirements have been included in the SWPPP. Review all applicable permits (Corps of Engineers, Department of Agriculture, etc.) for special conditions affecting stormwater pollution control;
- Reference Contract Documents pertaining to temporary erosion and water pollution control. KDOT standard specifications, contractual special provisions and the policy on Storm Water Discharges can be found on the KDOT Internet at www.ksdot.org;

- A detailed description of Best Management Practices (BMPs) which will be used one or more times at the site for erosion and sediment control. Design, install and maintain BMPs to:
 - Control stormwater volume and velocity within the site;
 - Control stormwater discharges;
 - Minimize the amount of soil exposed during construction activity;
 - Minimize the disturbance of steep slopes (slopes of 40% or greater);
 - Minimize sediment discharges from the site;
 - Control discharges from sediment or soil stockpiles;
 - Minimize the generation of dust;
 - Minimize off-site tracking of soils;
 - Provide storm drain inlet protection for inlets down gradient of sites not fully stabilized or where construction will soon be started;
- Design, install, implement and maintain additional BMPs to minimize or eliminate contamination of stormwater runoff to:
 - Minimize discharge of pollutants from equipment and vehicle washing;
 - Minimize the exposure of construction waste, trash, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater;
 - Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures;
 - BMPs in this category include but are not limited to:
 - Waste management including trash containers and regular site cleanup for proper disposal of solid waste such as scrap material, product/material shipping waste, food containers and cups;
 - Containers and proper disposal for waste paints, solvents, and cleaning compounds;
 - Portable toilets for proper disposal of sanitary waste;
 - Storage for construction materials away from drainage courses and low areas.

Update the erosion control site plan as work progresses to show changes due to revisions in work schedules or sequence of construction, or as directed by the Engineer. Update the site map to reflect erosion control devices that have been installed or removed.

d. Water Pollution Control Manager. Designate a Water Pollution Control Manager (WPCM) who shall visit the project during normal work hours on a frequent basis and at least once per week until all physical work is complete and the Engineer issues the Notice of Acceptance or a partial Notice of Acceptance. The required 180 day observation period for pavement markings is not considered to be physical work. The WPCM shall thoroughly review the project and SWPPP documentation during these site visits to verify the Contractor's compliance with this specification and with the NPDES permit. In addition, the WPCM shall:

- Have the authority to supervise all work performed by the Contractor and subcontractors that involves stormwater requirements or affects stormwater compliance;
- Have the responsibility to order Contractor employees and subcontractors to take appropriate corrective action to comply with stormwater requirements, including requiring any such person to cease or correct a violation of stormwater requirements and to order or recommend such other actions or sanctions as necessary to meet stormwater requirements;
- Be familiar with the Project SWPPP;
- Be responsible for updating the Project SWPPP and site maps to accurately reflect the BMPs in use on the project;
- Be the point of contact for KDOT regarding stormwater compliance;
- Have completed KDOT's Environmental Inspector Training (EIT) and Environmental Manager Training (EMT) programs within the 12 months prior to beginning construction activities. Maintain these certifications for the duration of the project;

- Review and sign SWPPP inspection reports within 3 days after receiving such reports, acknowledging awareness of any deficiencies and ensuring the correction of all deficiencies.
- Maintain and monitor an active email account capable of receiving electronic communications including inspection reports, photos and other documents relevant to stormwater compliance.

The WPCM may, when approved by the Engineer, perform SWPPP Inspections according to **subsection 901.3e**.

Immediately notify the Engineer in writing if the designated WPCM is replaced. The replacement WPCM shall comply with the above requirements, except that they shall have completed the training requirements within the 12 months prior to assuming WPCM duties. The notification shall include training certificates and contact information for the replacement WPCM.

e. SWPPP Inspections. The Contractor's Environmental Inspector shall have completed KDOT's Environmental Inspector Training (EIT) and maintain a current certification while performing SWPPP Inspections.

KDOT's Inspector and the Contractor's Environmental Inspector shall perform a joint inspection of the temporary erosion and pollution control devices every 14 days during normal work hours and within 24 hours of a rainfall event of ½ inch or more. Continue inspections at this frequency until all physical work is complete and the Engineer issues the Notice of Acceptance or a partial Notice of Acceptance. The required 180 day observation period for pavement markings is not considered to be physical work.

Document the SWPPP inspections on KDOT Form 247, (SWPPP Inspection and Maintenance Report). KDOT and Contractor Inspectors shall each sign the report.

Correct any deficiencies noted during a SWPPP Inspection within 7 days of the inspection despite weather conditions that make it difficult (but not impossible) to perform corrections. No additional time shall be granted for making corrections on the basis of weather unless it is physically impossible due to flooding or frozen ground conditions for the Contractor to complete the corrections within the 7 days allowed. No additional time will be granted to complete corrective actions unless approved by the Stormwater Compliance Engineer.

Submit completed copies of KDOT Form 247 to the Area/Metro Engineer and the Contractor's WPCM within 24 hours after an inspection has been made.

The WPCM shall review and sign the report within 3 calendar days of receiving the completed inspection report. The WPCM's signature acknowledges awareness of all reported deficiencies and corrective actions required to be taken within 7 calendar days of the inspection.

The Contractor Inspector's signature acknowledges awareness of all reported deficiencies and corrective actions required to be taken within 7 calendar days of the inspection.

The obligation to conduct formal inspections and complete an associated report every 14 days and within 24 hours of a rainfall event of ½ inch or more does not limit or otherwise modify the Contractor's obligation to monitor and maintain temporary erosion and pollution control devices daily.

f. Stormwater Erosion Control Conferences. Each project shall have a stormwater erosion control pre-construction conference before the start of construction activities.

KDOT and the Contractor shall also hold stormwater erosion control conferences before the start of each major phase of construction and before the winter shutdown period begins.

These conferences shall be attended by the KDOT Area/Metro Engineer, the WPCM, and Environmental Inspector(s) for the Project, and any erosion control subcontractor(s). The attendance sheet and minutes of the conference will be kept in the SWPPP notebook.

g. Stormwater Compliance Disincentive Assessment. If the Contractor's Environmental Inspector fails to perform a SWPPP Inspection as required according to **subsection 901.3e**, the Contractor shall be liable for a disincentive assessment. The disincentive assessment charged and owing shall be \$250 for each inspection not performed. Failure to participate in the joint inspection does not relieve the Contractor of the responsibility to correct deficiencies noted by KDOT's Inspector.

If deficiencies noted during SWPPP inspections performed according to **subsection 901.3e.** are not corrected within 7 calendar days of the inspection, the Contractor shall be liable for a disincentive assessment. The disincentive assessment charged and owing shall be fifty dollars (\$50) per day for each deficiency not corrected.

Should an event causing flooding or frozen ground conditions make it impossible to perform corrections within the allowed time, notify the Area/Metro Engineer and the Stormwater Compliance Engineer within 48 hours of the event. Within 3 days of the notification, submit in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; and a schedule for implementation of any measures to be taken to prevent or mitigate the delay. Include with the submittal any relevant documentation supporting the claim that the delay is due to impossible conditions and that best efforts were made to complete the required corrections and to minimize any delay to the extent possible. No additional time will be granted to submit the required information unless approved in writing by the Stormwater Compliance Engineer.

The Engineer will deduct and withhold from contract funds the Stormwater Compliance Disincentive Assessment under **subsection 901.3g.** The assessments are to be computed in the same manner as damages under **SECTION 108** (Liquidated Damages and Disincentive Assessments) except calendar days include Sundays, Holidays and the Winter Holiday Period. If contract funds are insufficient, the Contractor shall pay KDOT the balance owed. If the Contractor fails to pay KDOT the amount owed within 10 days after demand from KDOT, the Contractor shall be considered in breach of contract under **SECTION 108.**

The disincentive assessments under **subsection 901.3g.** are in addition to federal and state statutory penalties and fines that are allowed against the Contractor under the Clean Water Act and other environmental laws for violations of those laws. See also **subsection 901.3h.**

h. Penalties and Fines. Nothing in **SECTION 901** prevents KDHE, EPA or both from assessing penalties and fines against the Contractor because of the Contractor's failure to comply with applicable laws, regulations, ordinances, NPDES permit, other permits, the SWPPP, governmental administrative compliance orders or corrective orders for the Project, or a combination thereof.

Nothing in this **SECTION 901** prevents KDHE, EPA, or both from assessing penalties and fines against the Contractor because of the Contractor's failure to comply with an administrative claims settlement or consent decree that governs KDOT projects and that is included in the Proposal Form or that is added "Extra Work", **SECTION 104.**

Understand that penalties/fines may be imposed against KDOT, the Contractor, or both because of "shared" responsibility/liability under applicable environmental law, regulations, ordinances; the NPDES permit, other permits, the SWPPP, administrative corrective action orders, administrative claims settlements, consent decrees, legal judgments or a combination thereof. The Contractor shall have no claim that such shared responsibility/liability voids the Contractor's liability for disincentive assessments under **subsection 901.3g.** or for penalties/fines under **subsection 901.3h.**

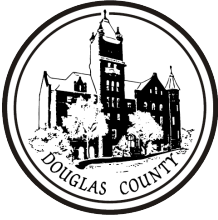
901.4 MEASUREMENT AND PAYMENT

The Engineer will measure each SWPPP inspection performed in compliance with this specification.

The Engineer will not measure each Water Pollution Control Manager (WPCM). All duties of the WPCM shall be subsidiary to other bid items. Each is defined as each calendar week (Sunday-Saturday) that the Contractor provides a WPCM according to **subsection 901.3.d.** Each week will be measured only once, regardless of the number of site visits or time spent performing WPCM duties for that week.

The Engineer will not measure SWPPP design for payment as a lump sum. All revisions or updates to the SWPPP shall be subsidiary.

The Engineer will assess disincentives under the bid item "Stormwater Compliance Disincentive Assessment" by the Lump Sum.



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
splinsky@douglascountyks.org

Sarah Plinsky
Interim County Administrator

Memorandum

To: Board of County Commissioners

From: Sarah Plinsky

Date: January 30, 2019

Re: Grandstand Glassware Land Transfer

The Board of County Commissioners approved a donation of a parcel of land at East Hills Business Park to Grandstand Glassware and Apparel to facilitate their business expansion on November 21, 2018. This project was done in partnership with the Lawrence Chamber of Commerce and the City of Lawrence. The Commission approved the donation and now the land transfer documents are completed. The land transfer requires setting a public hearing, publishing notice for three weeks. If there are no objections after 45 days, the Chairman can sign the deed and transfer the property. Please let us know if there are any questions or concerns.



City of Lawrence

CITY MANAGER'S OFFICE

THOMAS M. MARKUS
CITY MANAGER

City Offices
PO Box 708 66044-0708
www.lawrenceks.org

6 East 6th St
785-832-3000
FAX 785-832-3405

CITY COMMISSION

MAYOR
STUART BOLEY

COMMISSIONERS
LISA LARSEN
JENNIFER ANANDA, JD, MSW
MATTHEW J. HERBERT
LESLIE SODEN

November 7, 2018

Craig Weinaug
County Administrator
Douglas County
1100 Massachusetts Street
Lawrence, KS 66044

Dr. Anthony Lewis
Superintendent of Schools
USD 497, Lawrence Public School
110 McDonald Drive
Lawrence, KS 66044

Sent via e-mail

Dear Dr. Lewis and Mr. Weinaug,

The City has received an application from Screen-It Graphics of Lawrence, Inc. dba Grandstand Glassware + Apparel for participation in the City's Catalyst Incentive Program. Grandstand manufactures and distributes decorated glassware, apparel, and promotional products nationwide and in 12 countries. Started in 1988 in Lawrence, the company has grown to 218 full-time employees with an annual payroll over \$9,000,000.

With increasing product demand, Grandstand is now in need of additional manufacturing and warehousing space. The company is proposing a 105,000 square foot expansion of their current facility located in East Hills Business Park at 3840 Greenway Circle, Lawrence, Kansas. With this expansion, Grandstand estimates the new space will accommodate up to 50 additional full-time employees over the next ten (10) years and investment in additional equipment to accommodate the company's continued growth.

Construction on the expansion will be on company-owned land, is estimated to start early 2019 and be completed by the end of the same year. If approved through the Catalyst program, the building expansion would be eligible for a 10-year, 50% property tax abatement (70% if built to LEED Silver equivalency). This abatement will only apply to the expansion portion of the building and not the main facility. Additionally, the company will be pursuing a sales tax exemption certificate to access a sales tax

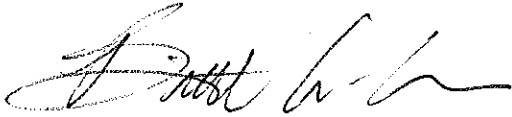


exemption on materials used in constructing the addition via a State of Kansas program.

Through the Catalyst program's streamlined approval process, the application will not go to the Public Incentives Review Committee (PIRC) for review and recommendation. Instead, the request will be considered by the City Commission at a public hearing on November 20, 2018 at 5:45 p.m. in the City Commission Room at City Hall.

Please share this letter with the School Board and County Commissioners as the City Commission is interested in hearing any County and School District feedback regarding this request. The City would encourage the County Commission and USD 497 School Board to provide comments by the November 20, 2018 public hearing date. City staff is available to help answer questions on the proposed project or analysis. Please contact me if you have any questions, comments or concerns regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Britt Crum-Cano". The signature is fluid and cursive, with a large initial "B" and "C".

Britt Crum-Cano
Economic Development Coordinator

C: Mayor and City Commission
Thomas M. Markus, City Manager
Diane Stoddard, Assistant City Manager
Sarah Plinsky, Assistant County Administrator
Steve Miles, County Appraiser
Alyse Proctor, Executive Assistant to the Superintendent

October 24, 2018

City of Lawrence, Kansas
City Manager's Office, Economic Development Coordinator
6 East 6th Street
Lawrence, KS 66044

Re: 3840 Greenway Circle, LLC Application for City of Lawrence Catalyst Program

Screen-It Graphics of Lawrence, Inc. dba Grandstand Glassware + Apparel, a Kansas corporation, is a glassware, apparel, and promotional products printing company and currently operating in East Hills Business Park, at 3840 Greenway Circle, Lawrence, Kansas, 66046.

Grandstand has been operating in Lawrence since 1988. In recent years, the company has experienced significant growth in demand from new and existing clients. Since 2011, Grandstand has increased full-time employees from 45 to 218. During the same time period, the company's revenues increased 375%.

As a result, the company requires additional production and warehousing space. Grandstand is developing a plan to expand facilities by approximately 112,000 square feet. This expansion will provide space to invest in additional equipment to support the company's growth and allow for the addition of up to 50 full-time employees over the next ten years.

Grandstand is requesting approval of the Application for Catalyst Program (Catalyst Business Park Assistance package incentives), a copy of which is attached to this letter.

Thank you in advance for your support and assistance with this project. Your consideration is greatly appreciated. Should you need additional information please do not hesitate to contact me.

Sincerely,



Brandon Petz
Chief Financial Officer



Application for Catalyst Program

City of Lawrence Development Assistance

Economic development assistance is available for industrial building projects to be located within Lawrence VenturePark, East Hills Business Center, or throughout the City on IG zoned land. To apply, please fill out and submit completed application to:

City of Lawrence, Kansas
 City Manager's Office, Economic Development Coordinator
 6 East 6th Street, Lawrence, KS 66044
 bcano@lawrenceks.org

Applicant Information

Name: Brandon Petz
Title: Chief Financial Officer
Company/Organization: 3840 Greenway Circle, LLC (wholly-owned subsidiary of Screen-It Graphics of Lawrence, Inc. dba Grandstand Glassware + Apparel)
Address 1: 3840 Greenway Circle, Lawrence Kansas 66046
Address 2:
Phone: 785-843-8888
Email: BrandonP@eGrandstand.com
Fax:

Project Information

Building Location/Address (specify park name and Lot(s): Same as above	
Construction Type	Size (sf)
New Construction, Free-Standing Building: <input type="checkbox"/>	
New Construction, Expansion of Existing Building: <input checked="" type="checkbox"/>	112,000
If Expansion, Address of Existing Building: Same as above	
Estimated Construction Start: Q1 2019	
Estimated Construction End: Q3/Q4 2019	
Project to be Built to LEED Equivalent Level	
Certified:	
Silver: TBD	
Gold:	
Platinum:	

Is Applicant a taxable entity? Yes
Will project be taxable? Yes
Applicant is current on all property tax, special assessments, or any obligations to the City of Lawrence? (Y/N) Y
If not, please explain:

Marketing Expertise (spec buildings only)

Please provide details on how the project will be marketed:

N/A

Attach additional documentation regarding marketing team, qualifications, expertise, and past experience in successfully marketing similar properties.

Financial Capacity

Total Building Investment:	Labor Expense:	\$2,500,000
	Construction Materials:	\$2,500,000
	Other (please describe):	
	Estimated Total Building Investment:	\$5,000,000

Please provide details on how the project will be funded, including sources and amounts (e.g. owner equity, lender commitments, investor commitments, additional funding sources)

Lender commitments – full amount of the building investment

Attach additional documentation regarding financial capacity to successfully fund similar projects.

I hereby certify that the foregoing and attached information contained is true and correct, to the best of my knowledge:

Applicant Signature:  Date: 10/24/2018

Disclosures

Company Form of Organization: Limited Liability Corporation

It is the policy of the City that no economic development incentive will be granted to any applicant or petitioner who owns any financial interest in any real property, anywhere within the state of Kansas, with delinquent special assessments, delinquent ad valorem taxes, or federal or state tax liens, or who is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City.

List the full name(s) of each principal (partner or member) who owns (or will own) 5% or more capital of the company. In the case of businesses owning another business (such as an umbrella LLC that is the owner of several other LLC's), the actual partners' names need to be listed, not just the registrant's name with the Secretary of State.

Screen-It Graphics of Lawrence, Inc. dba Grandstand Glassware + Apparel

Chris Piper
Thomas Kelly

Are all above listed principals currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City? If delinquent or in default, provide details on property owner name, property address, current property tax status, special assessment status, and outstanding obligations owed to the City, and why delinquent or in default.

No delinquencies or defaults.

List all subsidiaries or affiliates and details of ownership:

Subsidiary :

Principals: Screen-It Graphics of Lawrence, Inc. dba Grandstand Glassware + Apparel (100% owner of 3840 Greenway Circle, LLC)

Has Company or any of its Directors/Officers been involved in or is the Company presently involved in any type of litigation?	Y
Has the Company, developer or any affiliated party declared bankruptcy?	N
Has the Company, developer or any affiliated party defaulted on a real estate obligation?	N
Has the Company, developer or any affiliated party been the defendant in any legal suit or action?	Y
Has the Company, developer or any affiliated party had judgments recorded against them?	N

If the answer to any of the above question is yes, please explain:

Compliant filed against Company by a competitor related to a current employee non-compete agreement. Pending dismissal.

Note: Applicant may be required to provide additional financial information for the project and company.

AFFIDAVIT

THE STATE OF Kansas)
THE COUNTY OF Douglas) SS:

I, Chris Piper, being of lawful age, and having been first duly sworn upon my oath, do hereby state:

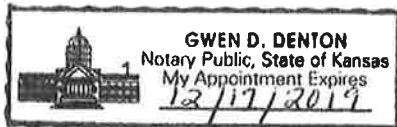
1. I am a resident of Lawrence, Kansas.
2. As of the date set forth below, I have no financial interest and no entity in which I have any interest has any financial interest in any real property, located anywhere in the state of Kansas, that is delinquent on any special assessments, delinquent on any *ad valorem* taxes, or the subject of any federal, state, or local tax lien.
3. As of the date set forth below, I am not currently delinquent or in default and no entity in which I have any interest is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City of Lawrence, Kansas.

Chris Piper

2018 **SUBSCRIBED AND SWORN** before the undersigned on this 12th day of October.

Gwen D Denton
Notary Public

My Appointment Expires:



AFFIDAVIT

THE STATE OF IL)
THE COUNTY OF DuPage) SS:

I, Thomas N. Kelly, being of lawful age, and having been first duly sworn upon my oath, do hereby state:

1. I am a resident of Western Springs, Illinois
2. As of the date set forth below, I have no financial interest and no entity in which I have any interest has any financial interest in any real property, located anywhere in the state of Kansas, that is delinquent on any special assessments, delinquent on any *ad valorem* taxes, or the subject of any federal, state, or local tax lien.
3. As of the date set forth below, I am not currently delinquent or in default and no entity in which I have any interest is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City of Lawrence, Kansas.

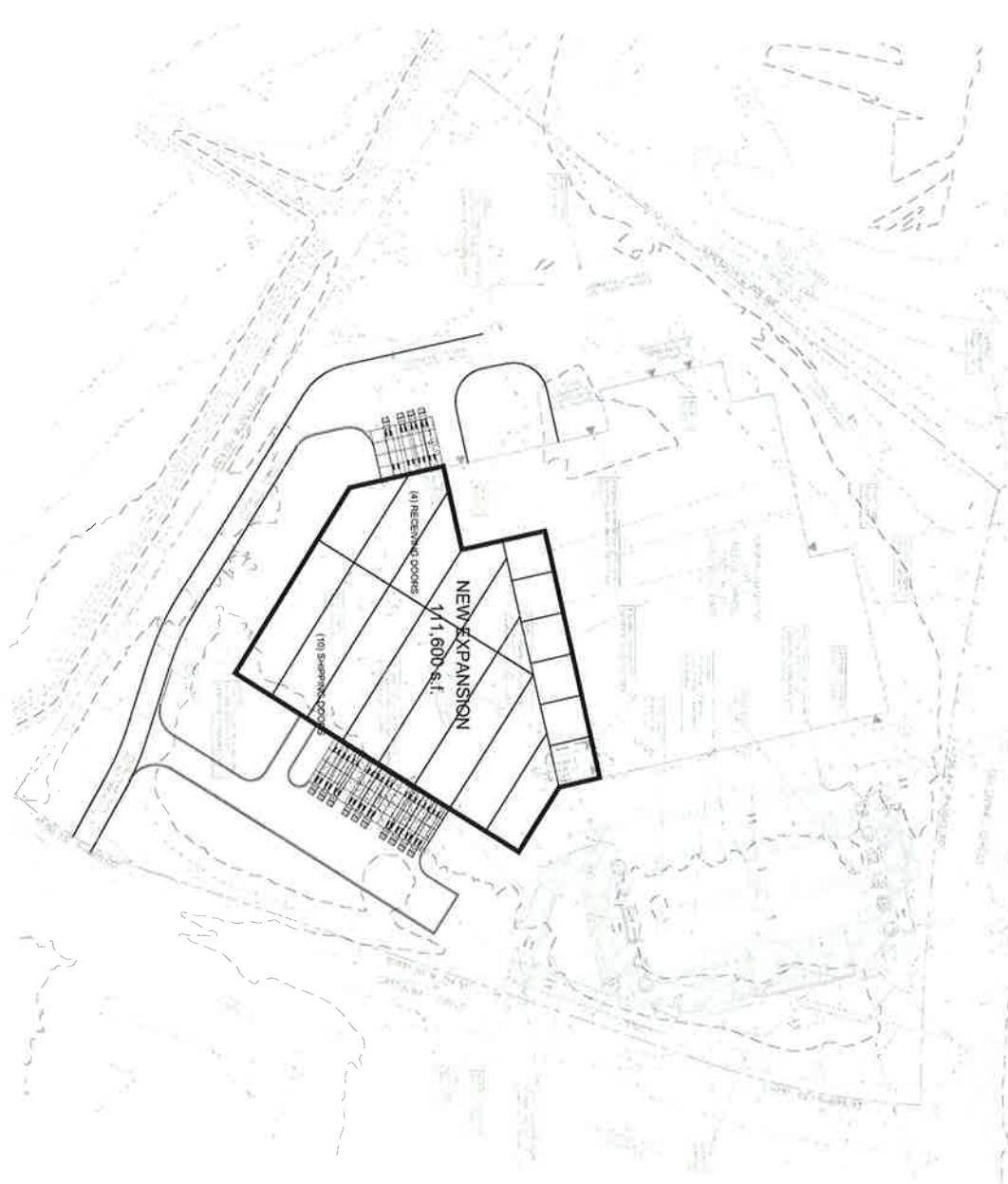


SUBSCRIBED AND SWORN before the undersigned on this 17 day of October, 2018.

Vicki M. Dray
Notary Public

My Appointment Expires: 9/27/2021





A PROPOSED EXPANSION FOR
GRANDSTAND
 EAST HILLS BUSINESS PARK
 LAWRENCE, KANSAS

DATE: 10.03.2016
 DRAWN BY: JTB
 CHECKED BY: DAE
 REVISIONS: 10.23.2016

drawing number: **A1.2**
 drawing type: preliminary
 drawing number: 18295

1 Site Plan
 1/8" = 1' - 00"
 NORTH



(First Published in the Lawrence Journal World on January _____, 2019)

NOTICE

Please take notice that, pursuant to K.S.A. 19-211(d), the Board of County Commissioners of Douglas County, Kansas (the “Board”) intends to convey the Real Estate described below to Economic Development Corporation of Lawrence and Douglas County, a Kansas not-for-profit corporation, any time more than 45 days after the first publication of this Notice.

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWENTY (20) EAST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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CONTAINING 11.387 ACRES, MORE OR LESS, ALL IN THE CITY OF LAWRENCE, DOUGLAS COUNTY.

The Board acquired the Real Estate for \$3,000.00 per acre. The Real Estate consists of approximately 11.387 acres, making the Board’s cost of acquiring the Real Estate approximately \$35,170.00.

The Board intends to convey the Real Estate for \$0.00.

Jameson D. Shew, County Clerk

[Notice to Publisher: Publish one time each week for three consecutive weeks. Send 2 proofs of publication to County Administrator, Douglas County Courthouse, 11th and Massachusetts, Lawrence, KS 66044.]

WARRANTY DEED

ON _____, 2019,

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF KANSAS (a/k/a Douglas County, Kansas),
a body corporate and politic organized under the laws of the State of Kansas**

CONVEYS AND WARRANTS to:

**ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE
AND DOUGLAS COUNTY, a Kansas not-for-profit corporation**

**ALL THE FOLLOWING-DESCRIBED REAL ESTATE LOCATED IN
Douglas County, Kansas:**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWENTY (20) EAST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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CONTAINING 11.387 ACRES, MORE OR LESS, ALL IN THE CITY OF LAWRENCE, DOUGLAS COUNTY.

FOR THE SUM OF: Gift, donation, and contribution.

SUBJECT TO: Covenants, easements, restrictions, and reservations of record, if any, and special assessments.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF KANSAS:

By: _____
Michelle Derousseau, Chair

ATTEST: _____
Jameson D. Shew, County Clerk

STATE OF KANSAS)	/	RESERVED FOR REGISTER OF DEEDS:
)	ss:	/
COUNTY OF DOUGLAS)	/	/
)	/	/
This instrument acknowledged before me		/	
this ____ day of _____, 2019 by		/	
Michelle Derousseau, Chair of the Board of County		/	
Commissioners of Douglas County Kansas		/	
		/	
_____ Notary Public		/	
My appointment expires:		/	

**PURSUANT TO K.S.A. 79-1437,
a real estate validation questionnaire is not required due to exception No. 4.**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS REGARDING CONVENYANCE OF LAND FOR ECONOMIC DEVELOPMENT PURPOSES

WHEREAS, K.S.A. section 19-211 provides that a county may convey real property to a nonprofit corporation organized under the laws of Kansas if such real property is acquired and conveyed by the county for the purpose of development of an industrial or business park on such real property comprised of businesses engaged in: (1) manufacturing articles of commerce; (2) conducting research and development; or (3) storing or processing good or commodities; and

WHEREAS, K.S.A. section 19-211 further provides that if the real property is to be conveyed for an amount which is less than the amount the county paid to acquire such property, the county shall publish a notice of its intent to convey such property, including a description of the property, the cost of acquiring the property and the amount for which such property is to be conveyed; and

WHEREAS, Douglas County previously acquired certain real property for the purpose of developing the East Hills Business Park; and

WHEREAS, Douglas County has determined that conveyance of certain such property in the East Hills Business Park, as described more specifically below, should be conveyed at no cost to the Economic and Development Corporation of Lawrence and Douglas County (“EDC”), a Kansas nonprofit corporation, on the condition that the EDC will re-convey the property at no cost to 3840 Greenway Circle, LLC (“Grandstand”), for purposes of economic development,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE AS FOLLOWS:

1. Douglas County will convey the following property to EDC, in accordance with the terms and conditions of this Resolution and applicable law:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWENTY (20) EAST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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2. The property will be conveyed to the EDC at no cost, on the condition that immediately upon receipt, the EDC will re-convey the property to Grandstand, at no cost. These conveyances will occur as soon as reasonably practicable after all notice requirements have been satisfied.

3. Staff is directed to prepare and publish the statutory notices and to prepare all other necessary and appropriate documentation to accomplish the conveyance of this property to the EDC and EDC's re-conveyance of said property to Grandstand.

ADOPTED the ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Michelle Derousseau, Chair

ATTEST:

Nancy Thellman, Member

Jameson D. Shew, County Clerk

Patrick Kelly, Member



2018 Health Equity Report



Douglas County, Kansas



A Message from Our Director



Why Produce a Report on Health Equity?

Your health is more dependent upon your family, neighborhood and community than you might think. Our belief that our community is *Healthier Together* is rooted in the knowledge that social and economic factors influence our behaviors, which ultimately influences our health. These “social determinants of health” can be seen throughout this report from birth and early childhood to how long we are living. Place, race and income are powerful predictors for health. So, why produce a report on health equity? To raise awareness and conversation that we hope leads to progress on creating conditions in our community that lead to good health for all.

A handwritten signature in black ink, appearing to read 'Dan Partridge'. The signature is stylized with loops and a long horizontal stroke extending to the right.

Dan Partridge, Director

Lawrence-Douglas County Health Department

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Executive Summary

The 2018 Lawrence-Douglas County Health Department Health Equity Report represents an important step in our collective journey to health equity for Douglas County. It is a comprehensive composite of the health disparities and inequities that currently exist in the county. This report is a key element in the ongoing process to achieve health equity, meaning “that everyone has a fair and just opportunity to be as healthy as possible.”¹ Health inequities are conditions that are produced by the social and economic factors at play in a society. They are avoidable; they are not fixed in an individual’s DNA or hardwired into a population.² Therefore, vibrant data is critical to support identification of needs and addressing change with our vulnerable and/or marginalized populations through policies, systems, and the environment to build informed community-based decisions. The report outlines disparities in health by income and education, before examining some of the demographic characteristics of the county. Then it provides detailed information on existing racial and ethnic disparities related to the social determinants of health, followed by health outcomes, such as fertility, behavioral health, communicable disease, and life expectancy.

Health inequities are...

“Systematic inequalities in health that are deemed to be avoidable by reasonable means.”

Sir Michael Marmot

Key findings include:

- Residents with a high school degree or less are more likely to be smokers, be uninsured, have poor mental health, and report fair or poor general health.
- Residents earning less than \$35,000 are 6.6 times more likely to be uninsured and to be diagnosed with asthma. They are more likely to not go to the doctor due to cost and to have poor mental and physical well-being.
- Non-white populations in Douglas County have been growing at a higher rate than white populations since 1990.
- The black population in Douglas County is more likely than the white population to:
 - have an income lower than the county average;
 - struggle financially;
 - lose years of potential life to cardiovascular disease.
- In Douglas County, black infants are more likely to be born at a low birth rate; a more than two-fold difference from other population group.
- A Douglas County resident must earn \$16.25/hour (\$33,800/year) to afford a two-bedroom apartment in Lawrence. Black populations with a median income of \$31,042 and Asian populations with a median income of \$28,313 are below this benchmark and therefore may have additional burdens finding safe and affordable housing.
- All minority populations, except the Asian population, have lower educational attainment than the white population and the county average. Additionally, black and Native American male residents do not graduate at as high of rates as their counterparts.
- The black, Hispanic, Native American, Asian, and multiracial populations are uninsured at rates higher than both the white populations and the county average.
- The black non-Hispanic and Native American populations in Douglas County have statistically significant:
 - higher rates of sexually transmitted infections, including chlamydia, gonorrhea, and syphilis;
 - more years of potential life lost due to cancer;
 - lower life expectancies than the county average.

Social Determinants of Health, Health Disparities, & Health Equity

America leads the world in medical research and medical care, and for all the resources that are spent on health care, Americans should be the healthiest people in the world. Yet on some important indicators, like average life expectancy, the United States is not even in the top 25. Health needs to be thought of as something more than what is provided in a doctor's office, but instead as something that starts with families and homes, schools and workplaces, and playgrounds and parks. Consider the following fictional, but realistic situation. A single-mom with young children struggles to afford rent on a monthly basis. Her job provides a steady income, but it is a small monthly paycheck and does not provide insurance. The apartment where the family lives has thin walls and poor ventilation and cigarette smoke from the neighbor's apartment often filters into the home. Sidewalks in the neighborhood are not well-maintained and it is not considered safe for the children to play outside without adult supervision. The younger child was recently diagnosed with asthma and mom is unsure of how they will afford the medication and treatments. The chronic stress from the situation is wearing her down.

The opportunity for health starts long before the need to visit a doctor. In recent years, public health professionals have critically examined the factors that impact an individual's health and have found that social, economic, and environmental factors are the biggest drivers of health status.³ Health is defined as both physical and mental health and individual well-being.¹ To best understand an individual's health, it is not sufficient to simply examine the person at the time of injury, disease, or mortality. Health starts a long time before any one illness. Instead, it is imperative to examine the factors and conditions that are present at the time of birth and occur over the course of a lifetime. Those factors and conditions are called the social determinants of health (SDOH). Inequities exist as a result in how the social determinants of health differ and vary group to group.



www.healthypeople.gov

There are various ways of defining the social determinants of health, but the framework used by the CDC and Healthy People 2020 aligns the social determinants along five primary areas:⁴

1. Economic Stability (employment, poverty)
2. Education (early childhood development, literacy)
3. Social & Community Context (discrimination, civic engagement)
4. Health & Health Care (access to health insurance, health literacy)
5. Neighborhood & Built Environment (housing quality, crime and violence)

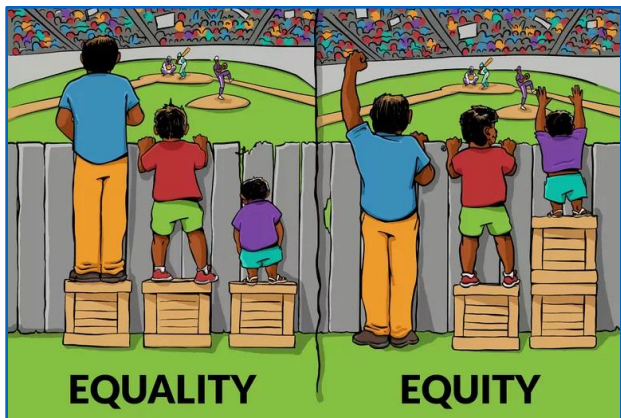


World Health Organization⁵

“The richer someone is, the healthier they are.” But the reality is much more complex. Wealth affects choices on living conditions, such as living in a low-crime area, near a park, or in a home without lead. It provides long-term opportunities for children, like higher education, which can lead to more financial and economic security for the child. On the other hand, lack of wealth can lead to negative health outcomes due to the impact of chronic stress. To make the situation even more complex, the accumulation of wealth in the United States has historical ties to race and ethnicity. Not too long ago, intentional discriminatory practices and policies created long-term consequences for people of color.⁶ The example is a reminder that health inequities are systematic, yet avoidable, and every resident of Douglas County should have an equal opportunity for health.

According to the Health Equity Institute, health inequities are “differences in health that are avoidable, unfair, and unjust” and can be affected by a social condition (i.e. racial discrimination), an economic condition (i.e. lower socioeconomic status), or an environmental condition (i.e. neighborhoods with high lead levels).⁷ It is very similar to the concept of health disparities, which are defined by the Robert Wood Johnson Foundation as “differences in health...that adversely affect marginalized or excluded groups.”¹

It is important to note at this point the difference between equality and equity. Although similar to each other on the surface, they are in fact quite different from one another, especially in their operationalization. Equality is giving everyone the same thing, regardless of their needs. Equity is ensuring that every group gets what they need to improve their situation and, for the basis of this report, their health. The image on the right illustrates the two concepts neatly.



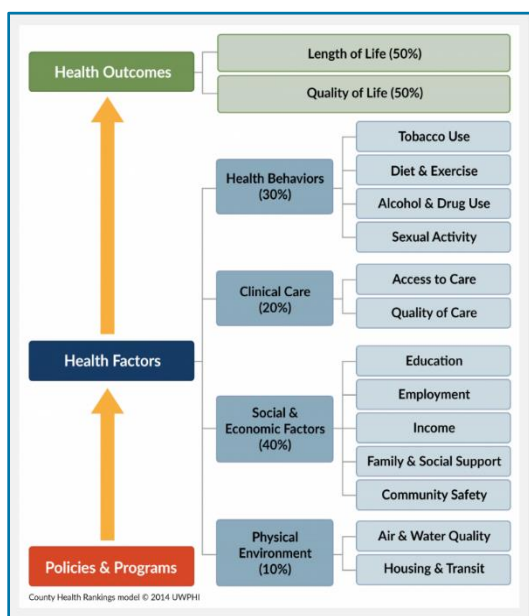
The Interaction Institute for Social Change (artist Angus Maguire)

If identifying the health inequities or disparities is examining the gaps in health between various populations, then improving health equity is the imperative to work towards “the absence of systematic disparities in health (or in major social determinants of health) between social groups who have different levels of underlying social advantage/disadvantage.”⁸ Too many Americans don’t have the opportunity to be as healthy as others. The work of health equity is giving everyone a chance to live a healthy life.

The Lawrence-Douglas County Health Department’s (LDCHD) Community Health Plan steering committee has agreed to adopt the Robert Wood Johnson Foundation definition of health equity (below) as a framework from which to work.

Health Equity means that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments and health care.

Robert Wood Johnson Foundation



Social & Economic Factors Influence Health Outcomes

When examining the County Health Rankings population health model to the left, it is important to note that social and economic factors comprise roughly 40% of the health factors that affect an individual’s health outcomes. In the United States, an individual’s educational level and income are considered key drivers in affecting health inequities and are commonly used measures to understand the effects of socioeconomic status on health.⁹ Education is an indirect driver of health outcomes, meaning that it can influence other factors that can enhance the pathway to health. For example, education can lead to achievement of a higher socioeconomic status. Income is considered a more direct driver; directly influencing an individual’s health outcomes. Both income and education have a cyclical relationship with poverty. Income is a strong predictor of a child’s success in a classroom, while a child’s successful educational career can be

www.countyhealthrankings.org

a protective factor against future poverty.¹⁰ Education and income help to create opportunities that allow individuals to mitigate the barriers to better health throughout the course of a life. According to the World Health Organization, “Life expectancy is shorter and most diseases are more common further down the social ladder in each society.”¹¹

A society dedicated to education from a young age sets the foundation for the development of capabilities and opportunities throughout the life course. Academic achievement helps to foster the development of both cognitive and non-cognitive skills for children, which is associated with employment, income, and physical and mental well-being, all of which can affect health outcomes.¹² According to the CDC, persons with lower educational levels are more likely to experience health risks, such as obesity and substance use disorder, while higher educational achievement is associated with better health outcomes and better understanding of health information and services.¹³ Similar disparities based on education level are found in Douglas County. As seen in Figure 1, Douglas County residents with a high school degree or less are more likely to face the following inequities when compared to residents with higher educational levels: to be

uninsured (2.8 times more likely), to be a current smoker (2.3 times more likely), to report fair or poor perceived health (1.8 times more likely), and to report poor mental health status (1.8 times more likely).

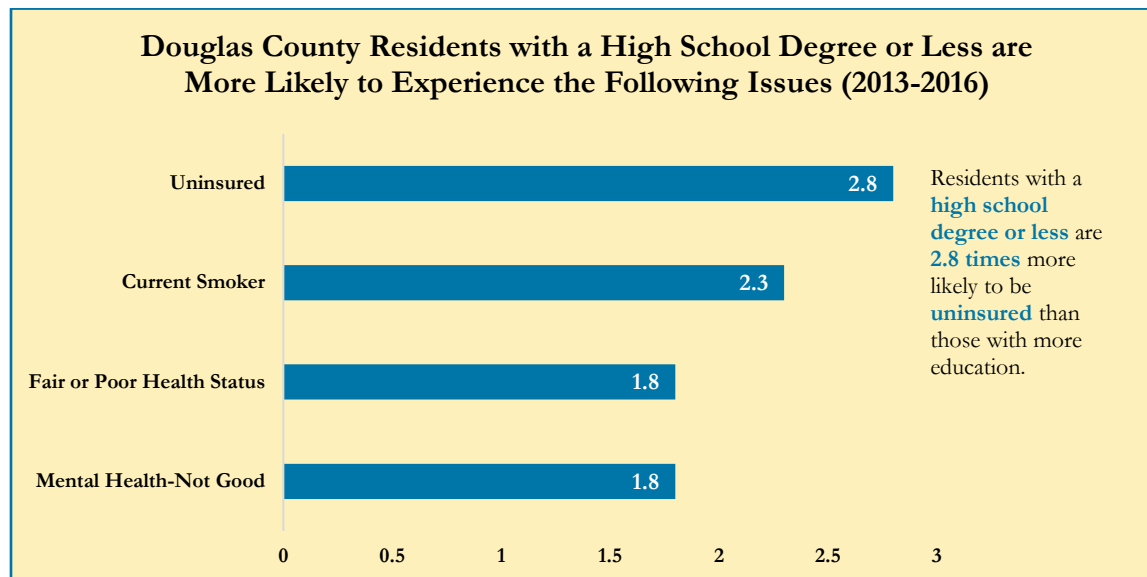


Figure 1
Data Source: Behavioral Risk Factor Surveillance System, KDHE

There are well-established linkages between income and health outcomes. At the most basic level, a minimum level of income is required to afford the basic living necessities for good health. For example, higher income allows for the purchase of healthier foods over cheaper, unhealthier (higher caloric, lower nutritional value) options, to buy or rent safe housing, or to pay for needed health services, such as visiting a doctor or filling a prescription. Additionally, there is research that suggests that a lower income can lead to lower levels of socializing, which can increase social exclusion and isolation.¹²

When looking at residents who are struggling financially in Douglas County, numerous inequities exist in health factors and outcomes (Figure 2). Most notably, residents who earn less than \$35,000 annually are 6.6 times more likely to both be uninsured and be diagnosed with asthma when compared to residents who earn more than \$35,000. This is a striking difference. However, uninsured status and asthma diagnosis are not the only inequities that stand-out in Douglas County. In addition to a greater likelihood to be uninsured, those earning less than \$35,000 annually are 3.1 times more likely not to see a doctor because of cost and 2.5 more likely to report not having a personal doctor. There are also inequities in overall well-being with those struggling financially 2.4 times more likely to report their mental health as not good, 2.0 times more likely to report fair or poor health status, and 1.8 times more likely to report their physical health as not good. Again, these are striking inequities that exist within Douglas County.

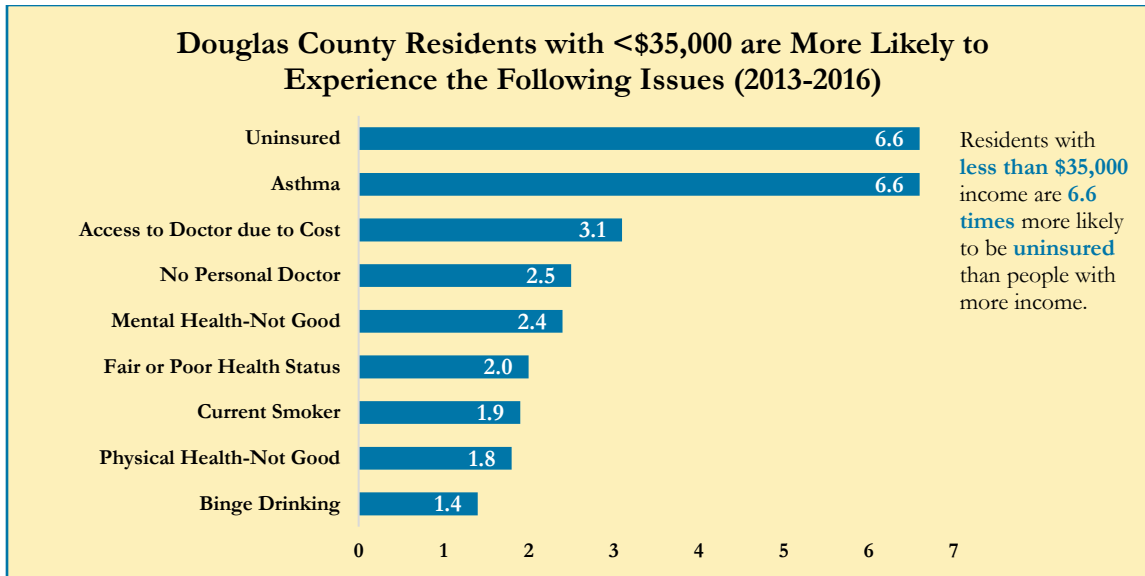


Figure 2
Data Source: Behavioral Risk Factor Surveillance System, KDHE

Although there are notable disparities and inequities stemming from educational opportunity and income inequality, the majority of the analysis completed in this report is examined primarily through a lens of inequities based on race and ethnicity. This is done for a variety of reasons. Principally, health inequities for various racial and ethnic groups are pervasive and often difficult to address. Studies suggest that even when socioeconomic status is controlled, race and/or ethnicity are linked to a variety of negative health outcomes.¹⁴ Secondly, since income and education are key drivers in affecting health outcomes, it is important to note that race and ethnicity are often linked with disparities in those areas. As shown later in this report, inequities for racial and ethnic groups exist in Douglas County for income, education, and employment. Regardless of income or educational background, all residents should have the opportunity to make the choices that allow them to live long, healthy lives.

LDCHD & Health Equity

The Lawrence-Douglas County Health Department is committed to promoting health equity among all citizens of Douglas County. Within the Community Health Plan (CHP), finalized in 2018, health equity is identified as the foundation upon which the plan is built and is integrated across each of the four identified issue area goals. The primary focus areas for the 2018 LDCHD CHP are:

1. Affordable Housing
2. Behavioral Health
3. Food Security & Healthy Built Environment
4. Poverty & Jobs

LDCHD believes that for there to truly be health for all, it is critical to target work on the policies, systems, and environments that either intentionally or unintentionally create health disparities. This framework has influenced decisions regarding the four primary concern areas for the CHP. The priority concern areas are meant to improve the conditions in which people live (the social determinants of health) and thus improve their chances at being healthy.

“A commitment to health equity requires constant monitoring not only of overall (average) levels of health and the resources needed for health in a whole population, but also routinely comparing how more and less advantaged groups within that population are faring on those indicators.”

Robert Wood Johnson Foundation

The first step in the long journey towards health equity is identifying the health disparities to understand the health story for the variety of marginalized populations that live in the community. LDCHD has previously completed analysis of health inequities, but previous reports have not been as robust as this report nor have focused as extensively on disparities by various racial or ethnic populations. The goal of this report is as full and complete understanding as possible of the health disparities that exist by population within Douglas County to make progress on the overall goal of health equity. According to the Robert Wood Johnson Foundation, progress on health equity is measured by a reduction in the gaps in health disparity over time.¹ This report will serve as a baseline of the current health disparities with a goal to make progress in the reduction in differences over time.

LDCHD is committed to health for all residents of Douglas County, which means that we are committed to the pursuit of health equity. This is the first iteration of this report, but the goal will be to update this report on an annual basis, expanding and contracting analysis and recommendations as needed.

A Note on Methodology

As with any report examining subdivisions of populations, there are limitations in the analysis related to small sample sizes. In some cases, populations are excluded due to small numbers of incidence (generally with counts of less than 6). In other cases, analysis was included; however, it is recommended to use caution when interpreting as the margin of error could be quite large. Mitigations include: grouping multiple years together to obtain large sample sizes for analysis, notes for the reader for when to interpret a statistic with caution, and grouping non-white racial and ethnic groups together. In general, this is avoided as much as possible to allow for a more granular analysis to be completed, but in some instances it is unavoidable due to small counts.

Specific datasets and data platforms used in this report are outlined in Appendix 1. Analysis is Douglas County, Kansas specific unless otherwise noted.

What We Look Like as a County

Douglas County is the 5th most populous county in the state of Kansas and is home to an estimated 120,793 people according to 2017 U.S. Census Bureau estimate.¹⁵ The majority of Douglas County residents live in and around the City of Lawrence (estimated 99,000), the largest of Douglas County's four incorporated communities and home to the University of Kansas and the Haskell Indian Nations University. The remaining 20,000 residents live in one of Douglas County's three remaining incorporated communities (Eudora, Lecompton, and Baldwin City) or in one of its 15 unincorporated townships.¹⁶ The county's third university, Baker University, is located in Baldwin City.



Figure 3: Map of Douglas County (mySidewalk)

Age Distribution

The largest age group in Douglas County are college-aged adults (20-24 years old), followed by teenagers (15-19 years old) as seen in Figure 4. This is likely due to Douglas County being home to three universities: the University of Kansas and Haskell Indian Nations University in Lawrence and Baker University in Baldwin City.

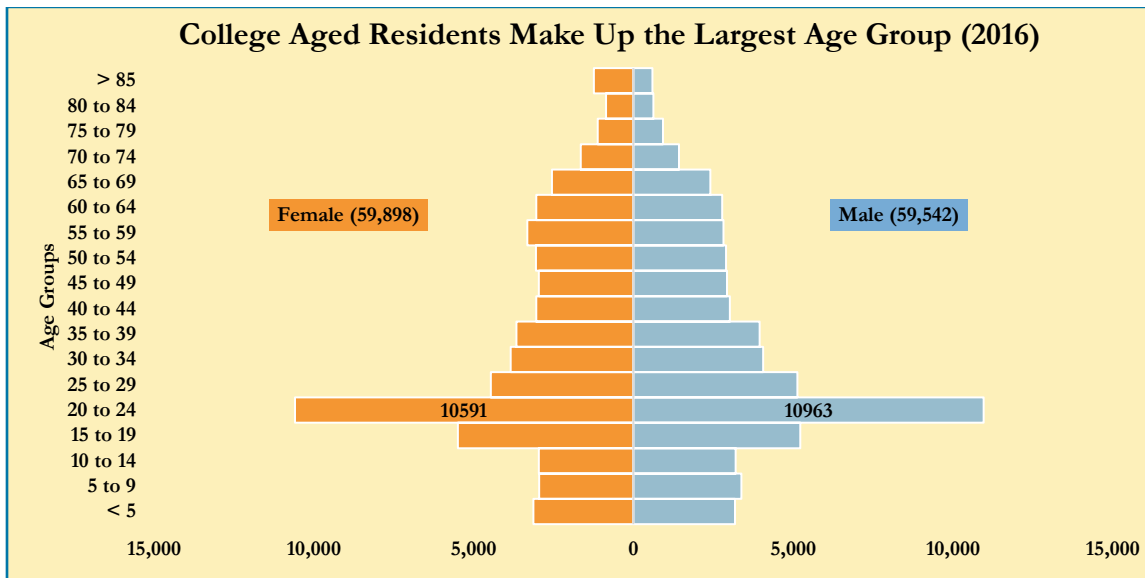


Figure 4
Data Source: U.S. Census Bureau, ACS 2012-2016 (Table DP05)

Population Count by Race and Ethnicity

The racial and ethnic demographic breakdowns of Douglas County compared to the state of Kansas are presented in Figure 5. Primary differences between the county and the state (noted in dark blue) include: a smaller proportion of Hispanic population and slightly higher proportions of Asian and Native American populations.

RACE/ETHNICITY	DOUGLAS COUNTY (2017) N (%)	KANSAS (2017) N (%)
White, Non-Hispanic	96,785 (80.1%)	2,247,297 (77.1%)
Hispanic/Latino	7,746 (6.4%)	347,459 (11.9%)
Asian, Non-Hispanic	6,638 (5.5%)	96,411 (3.3%)
Black, Non-Hispanic	6,519 (5.4%)	193,235 (6.6%)
Native American, Non-Hispanic	3105 (2.6%)	28721 (1.0%)
Total	120,793	2,913,123

Figure 5
Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE

Growth in Racially and Ethnically Diverse Populations

As seen in Figure 6, the minority population in Douglas County, including Hispanic/Latino, black, Asian, and Native American populations, has been consistently growing since 1990. The Native American population shows a slight increase in numbers from 1990, but otherwise is fairly stable. Black, non-Hispanic shows a steady increase, while Hispanics are experiencing large growths. The Asian population has been experiencing large increases from 2010 to present day.

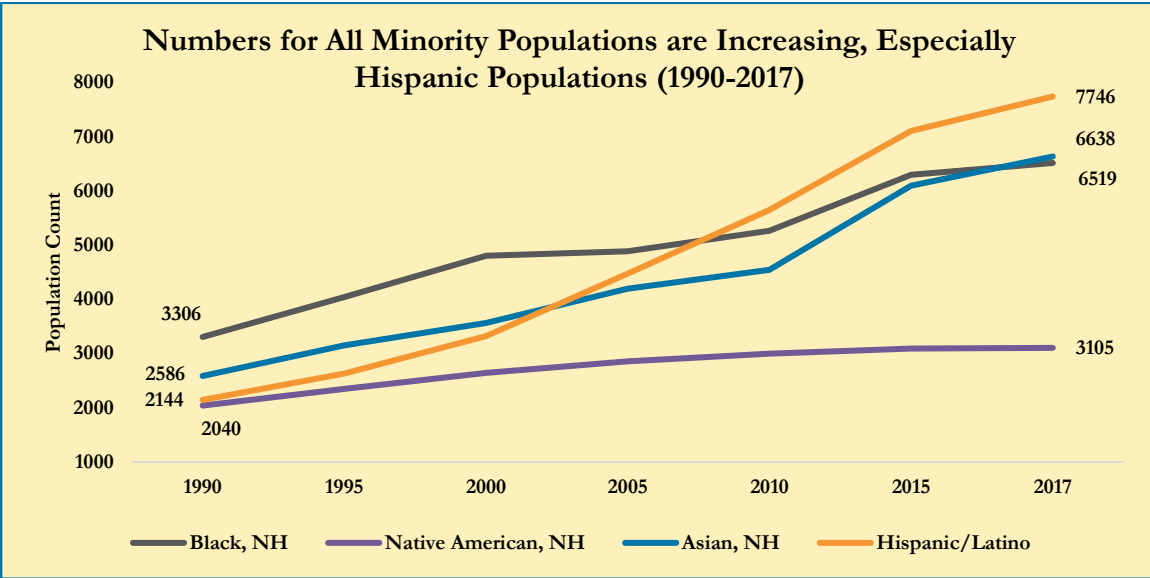


Figure 6
Data Source: Kansas Information for Communities, KDHE

Overall, Douglas County is a growing community. From 1990 to 2017, the annual average population growth rate for the county is 1.7% annually, with all racial and ethnic population groups growing at positive rate (Figure 7). However, some populations are growing at faster rate than others. The Hispanic population in Douglas County is growing rapidly; Hispanic growth rate is nearly 6 times the growth rate of overall Douglas County (9.7% compared to 1.7%) and seven times that of the white population (9.7% compared to 1.3%). Other population groups are also growing at a high rate, specifically the Asian population, and to a lesser extent, the black, non-Hispanic population. From 1990, the Asian population has grown at a rate of 5.8%

average annual growth (close to five times the growth rate of white population at 1.3%). The African American population is also growing at a higher rate (3.6%) than both the white population and the overall county rate.

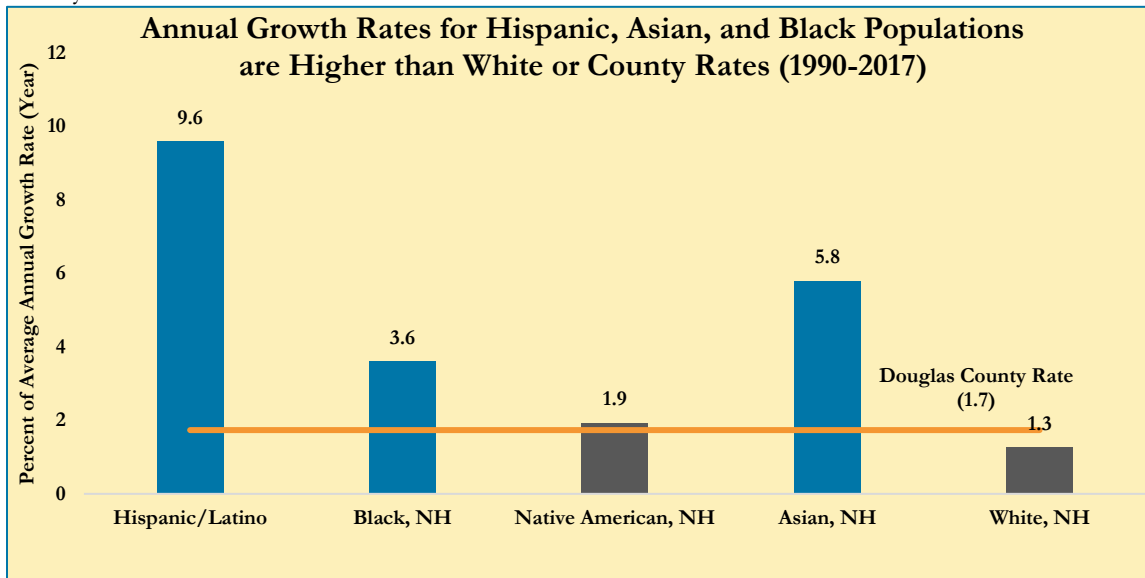


Figure 7
Data Source: Kansas Information for Communities, KDHE

A Growing Diverse Population

In Douglas County, the Hispanic/Latino population and those who are two or more races skew younger than other racial or ethnic groups (Figure 8). Those that identify as two or more races have the highest percentage (37.3%) of the population that is younger than 18 years old, followed closely by Hispanic/Latinos (29.6%). The population with the lowest proportion of those under 18 years are Asians (14.8%), followed by whites (17.2%). The proportion of those under 18 years for people who are two or more races is double the proportion of the white population that is under 18 years.

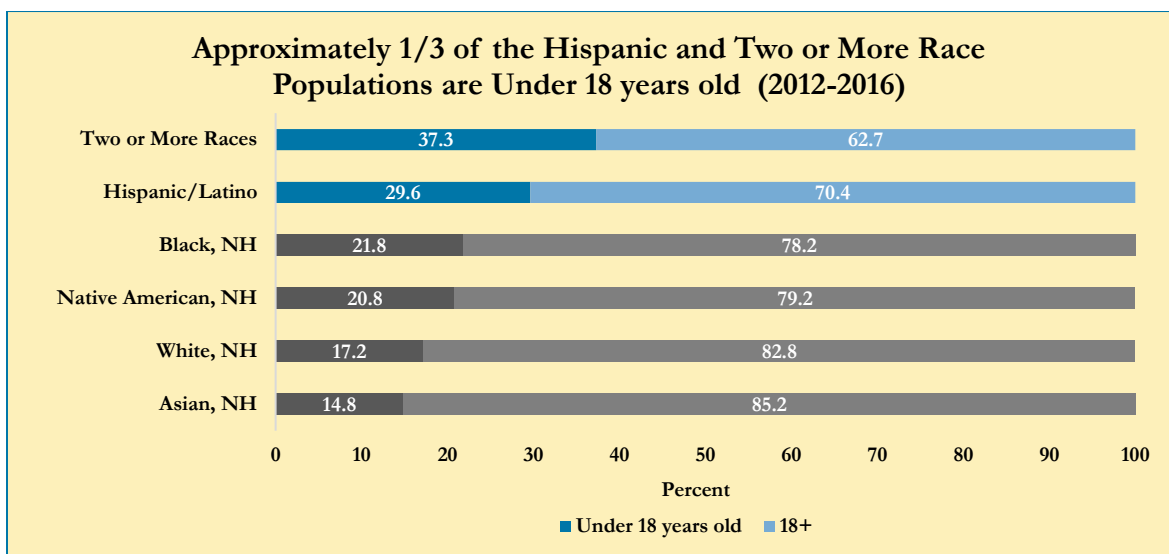


Figure 8
Data Source U.S. Census Bureau, ACS 2012-2016 (Table DP05)

Racial and Ethnic Population Breakdown by Place within Douglas County

The following maps (Figures 9-13) outline racial and ethnic population percent by census tract for Douglas County. (All maps are built using U.S. Census ACS information from 2012-2016 in mySidewalk.) Douglas County is predominantly white and the numbers of non-white populations are quite small. When examining the maps by percent of population, there are some noteworthy areas of interest. A reminder to the reader that maps should be interpreted with some caution as the minority population numbers in Douglas County are small.

White Population

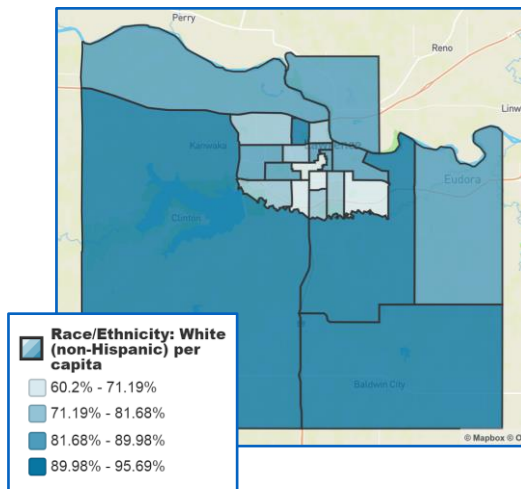


Figure 9
The largest proportion of White populations exist in rural Douglas County.

Native American Population

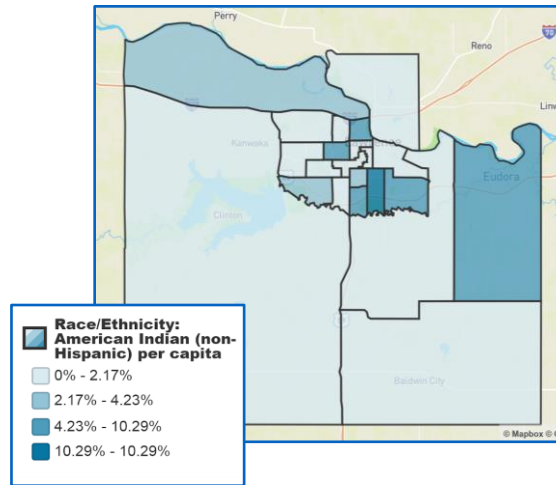
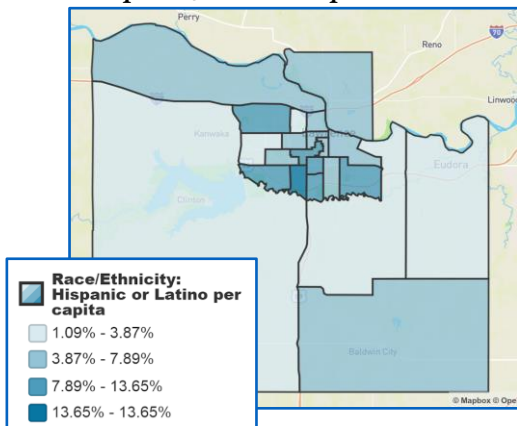
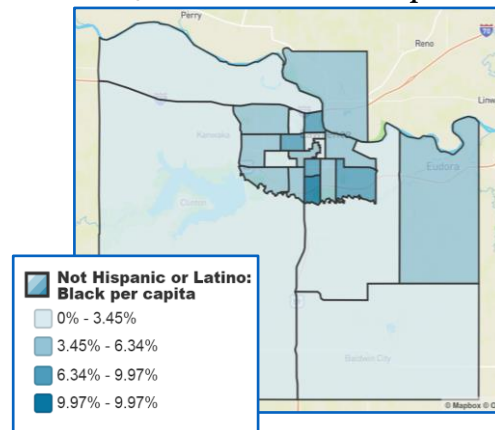


Figure 10
There is a higher proportion of Native American population in the zip code where Haskell Indian Nations University is located and slightly higher proportion in the Eudora area.

Hispanic/Latino Population



Black/African American Population



Figures 11 and 12
The largest proportion of Black and Hispanic populations are concentrated around the KU Campus and in Lawrence.

Asian Population

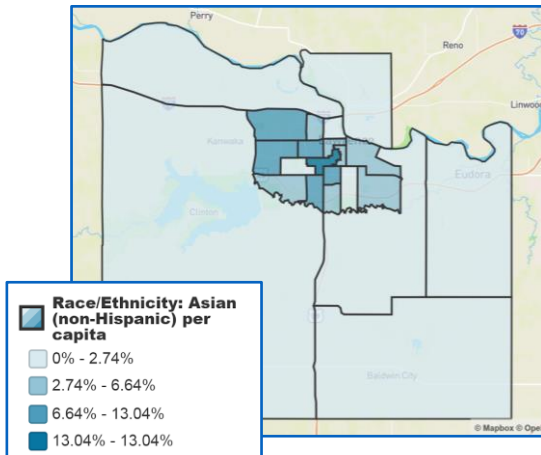


Figure 13
The highest proportion of Asian population in Douglas County is the census tract where the University of Kansas is located.

Figure 14 below represents the breakdown of minority populations within each municipality in Douglas County (Baldwin City, Eudora, Lawrence, and Lecompton). Lawrence, the largest city in the county, is also the most diverse. Eudora has a relatively high proportion of Native Americans, while Baldwin City and Lecompton have high proportions of populations comprised of two or more races.

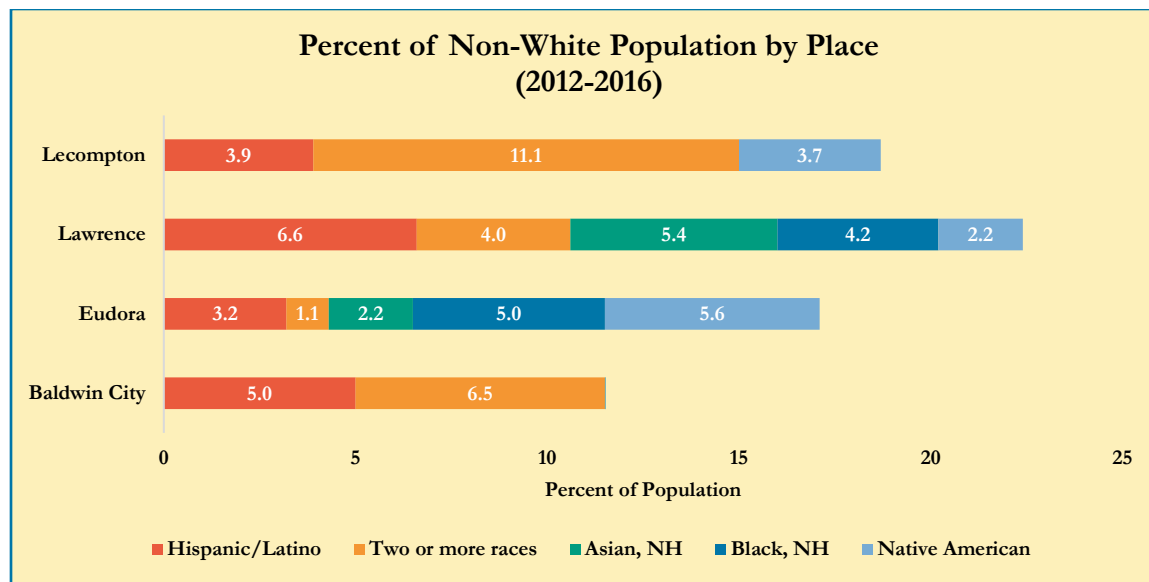


Figure 14
Data Source: U.S. Census Bureau, ACS 2012-2016 (Table DP05)

Disparities in Social Determinants by Race and Place

Ability to Speak English

The ability to speak English can affect an individual's health through a variety of pathways. The most direct path is that an individual's capacity to speak or understand English can limit their access to health care services. Non-English speakers receive less preventative health services than English speakers and have less access to care.¹⁷ However, there are many indirect paths by which language proficiency affects health, such as access to health insurance. One study found that Spanish speakers were more likely to experience challenges with their health plans and Spanish speakers over 65 years old were less likely to have private insurance in

addition to Medicare.¹⁸ Additionally, non-English speakers are more likely to have lower paying jobs.¹⁹ To address health equity in Douglas County, we must ensure that the needs of our non-English speakers are met.

Figure 15 represents people whose primary language is not English and, of those individuals, how well they speak in English. In Douglas County, there are about 6,000 residents that speak English “less than well.” This accounts for roughly 5% of the population.

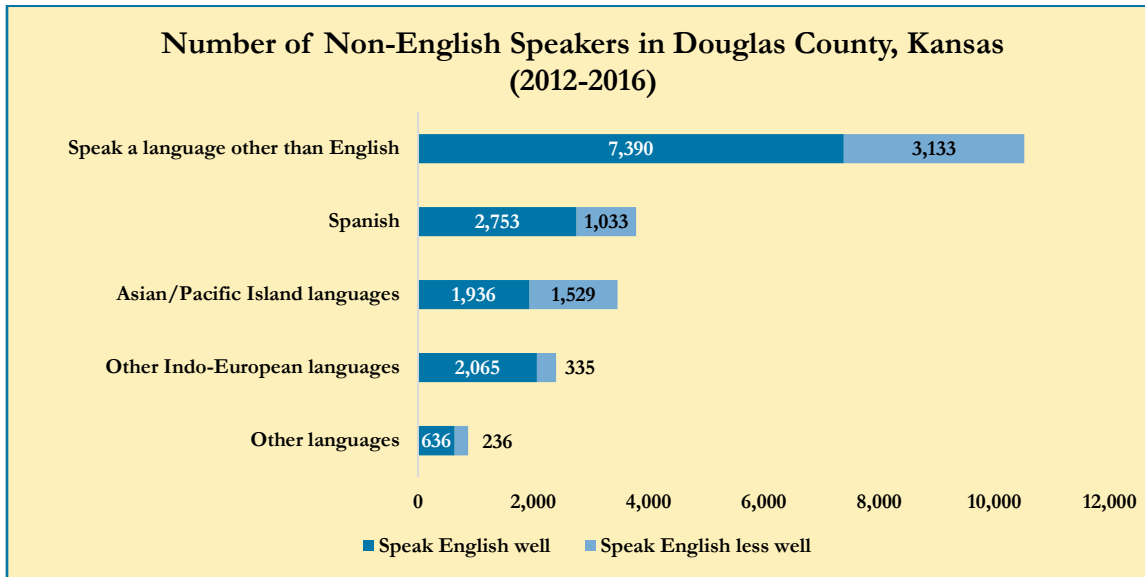


Figure 15
Data Source: U.S. Census, ACS 2012-2016 (Table S1602)

The following two maps (Figures 16 and 17) show comparisons by census tract of ability to speak English (less than very well compared to very well). (All maps are built using U.S. Census Bureau, ACS information from 2012-2016 in mySidewalk.) As could be expected, the largest area of inability to speak English well is the census tract where the University of Kansas is located. Eudora and southern Lawrence show slightly elevated proportions of low English proficiency. Rural Douglas County, Baldwin City, and west Lawrence show strong English capacity among people whose primary language is not English.

English Proficiency (Less than Very Well)

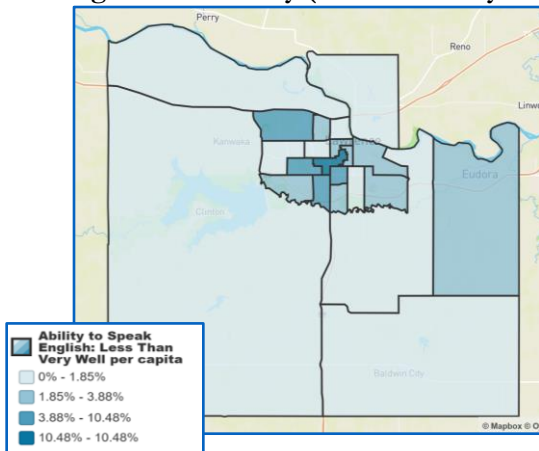


Figure 16: Douglas County English Proficiency-Less than Very Well (mySidewalk)

English Proficiency (Very Well)

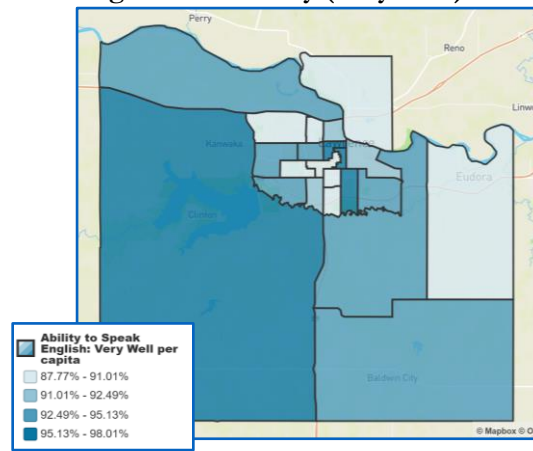


Figure 17: Douglas County English Proficiency- Very Well (mySidewalk)

Poverty Distribution

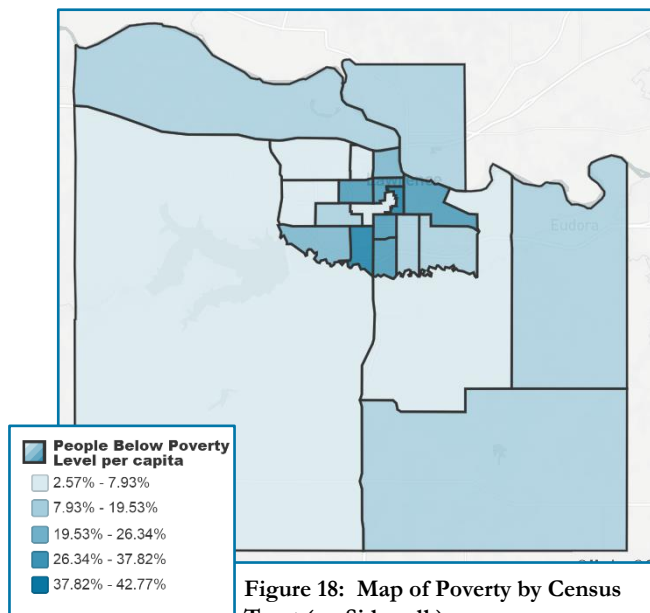


Figure 18: Map of Poverty by Census Tract (mySidewalk)

In Douglas County, about 19.2% of residents live in poverty. This analysis defines residents as living in poverty if their income is less than the minimum amount the Federal government determines is needed to survive based on family size. In 2017, the Federal poverty level for a family of four was \$24,600.²⁰ In Figure 18, the areas highest in poverty are clustered around the KU campus, where between 26.3% and 42.8% of residents live in poverty. According to the U.S. Census Bureau, on campus students are not included in poverty tracking and therefore do not affect poverty rates.²¹ Moreover, as previous maps have demonstrated, these areas also contain the highest concentrations of minority residents. (All maps are built using U.S. Census Bureau ACS information from 2012-2016 in mySidewalk.)

Given that Douglas County is home to three higher education institutions (the University of Kansas, Baker University, and Haskell Indian Nations University), the student population significantly affects two measures essential to analysis of racial disparities and health inequity: poverty and race. College student populations are disproportionately poor because many students report very low incomes that would technically qualify as living in poverty. However, many students utilize other forms of income, such as loans, savings and assistance from family to pay their bills. Additionally, while Douglas County is about 80% white, Baker is only 74% white, KU is about 70% white, and Haskell only enrolls Native Americans. Therefore, the surrounding areas at these universities will house larger minority populations than the rest of Douglas County. As previous maps have shown, the areas in Douglas County that are the poorest, tend to be the most diverse, while also being right next to a university campus, and conceivably, comprised of mostly college students (Figures 7-11 for reference).

Nonetheless, while college students represent a uniquely diverse demographic that may not uniformly experience low income levels in the same way as the general population, they are a part of the community. Consequentially, we must ensure that all residents have equitable access to the health services the county has to offer, regardless of educational, financial, or racial status.

Racial and Ethnic Disparities for Income

There is a strong linkage between an individual's income and their health. As demonstrated by the Robert Wood Johnson Foundation's report "Wealth Matters for Health Equity," the linkage is a complex problem with no easy solution. Intergenerational wealth can dramatically affect future generations' health and there are significant disparities in wealth by race and ethnicity.⁶

Poverty in Douglas County is a recognized challenge by both the Lawrence-Douglas County Health Department and the residents of Douglas County. Poverty and Jobs has been selected as a priority area of concern for the 2018 Community Health Plan (CHP) through a process that involved residents of the community, organizational partners, and LDCHD staff. As previously mentioned, Douglas County has a higher poverty rate (19.2%), which is affected by the high population of college students. When students are

factored out, the poverty rate is at 11.6%. However, even with students factored out of analysis, poverty rates have been rising in the county.¹⁶

Douglas County is experiencing serious income and poverty disparities by racial or ethnic group (Figures 19 and 20). The black population has statistically significant higher rates of poverty (25.9%) than both the Douglas County rate (19.2%) and the white poverty rate (17.6%). This mirrors what is happening from a national perspective, as well. In 2017, the national poverty rate for non-Hispanic whites was 8.7%, while the poverty rate for blacks was 21.2%.²² The primary difference between Douglas County and the United States is among the Asian population. In Douglas County, the Asian population has a lower median income and higher rates of poverty. Compare this to the U.S., in which Asians have a relatively low level of poverty (10%). This could be due to a couple of factors: a higher proportion of Asians who are university students or the variety of ethnicities the term Asian encompasses.

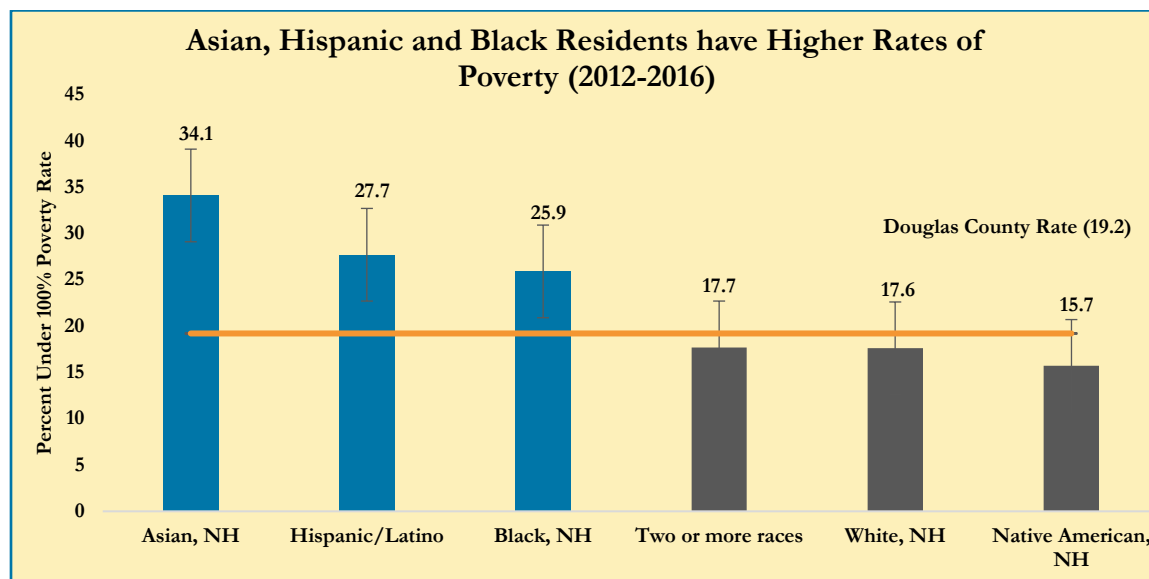


Figure 19
Data Source: U.S. Census Bureau, ACS 2011-2015 (Table S1701)

In terms of income, white, non-Hispanic, Native American, and Hispanic/Latino populations are not significantly different from the Douglas County median income of \$52,698 (Figure 18). However, black and Asian populations differ from both the overall county median income and the white population median income. The median income for black residents is \$31,042, while the median income for Asians is \$28,313. According to the Community Health Assessment completed by LDCHD staff, a Douglas County resident must earn \$16.25/hour (or \$33,800 a year) to afford a two-bedroom apartment in Lawrence. Black and Asian populations will likely struggle with finding quality, affordable, and safe housing for their families, because, on average, they are below this threshold.

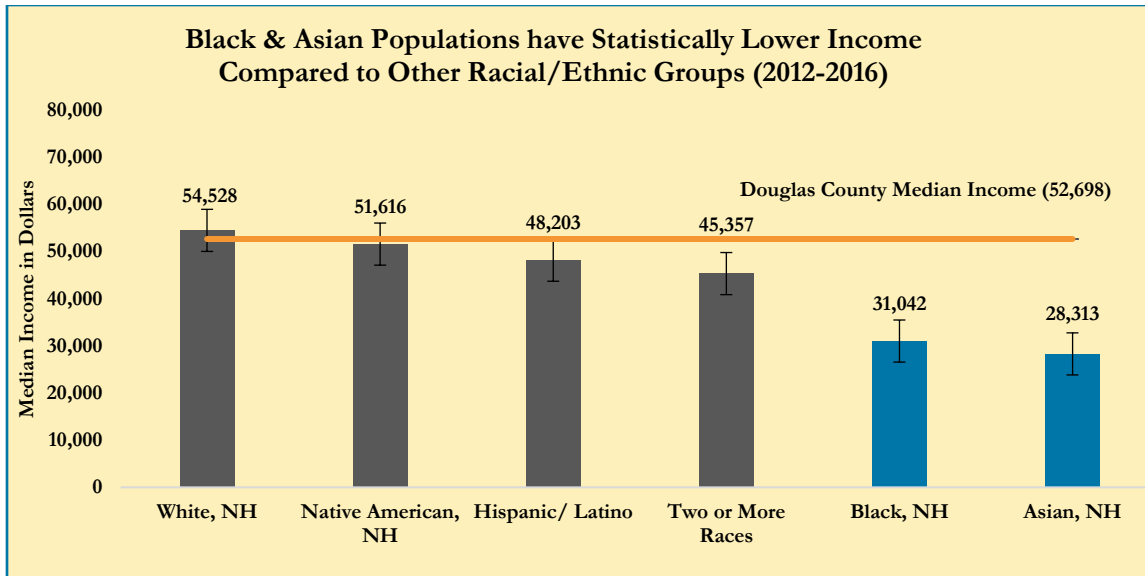


Figure 20
Data Source: U.S. Census Bureau, ACS 2012-2016 (Table S1903)

Shelter Admissions by Race

As part of the LMH Health Behavioral Health Semi-Annual Report, the Lawrence Community Shelter (LCS) submits data on their admission rates by race. The most recent iteration of reporting is from January to June 2018. The Lawrence Community Shelter is the only available shelter in Douglas County and one of the few in Northeast Kansas. It has a capacity of 125 beds during the summer and the ability to sleep 140 when the weather is below 40 degrees. There is generally a waitlist for a bed, although this may be temporarily waived for the “cold weather rule” on a night-by-night basis. LCS admission is not a perfect indicator for homelessness in the county. Since there are not many shelters available in the area, there are many guests from surrounding counties. Additionally, due to limited capacity or personal reasons, there are other members of the homeless population who are not seeking shelter at LCS and therefore are not being counted. Despite not being a perfect indicator, it is still useful to examine the racial disparities that exist in admissions.

According to Figure 21, white guests make up the largest percentage of admissions at the Lawrence Community Shelter, although they fall below their overall Douglas County population percentage. Native American, black, multi-race, and other race populations are all above their Douglas County population percentages. Black populations make up a particularly high percentage of admissions (16% compared to roughly 5% of the overall population), as do Native Americans (6% compared to roughly 3% of the population). During this time frame, there were no admissions at LCS who identified as Asian.

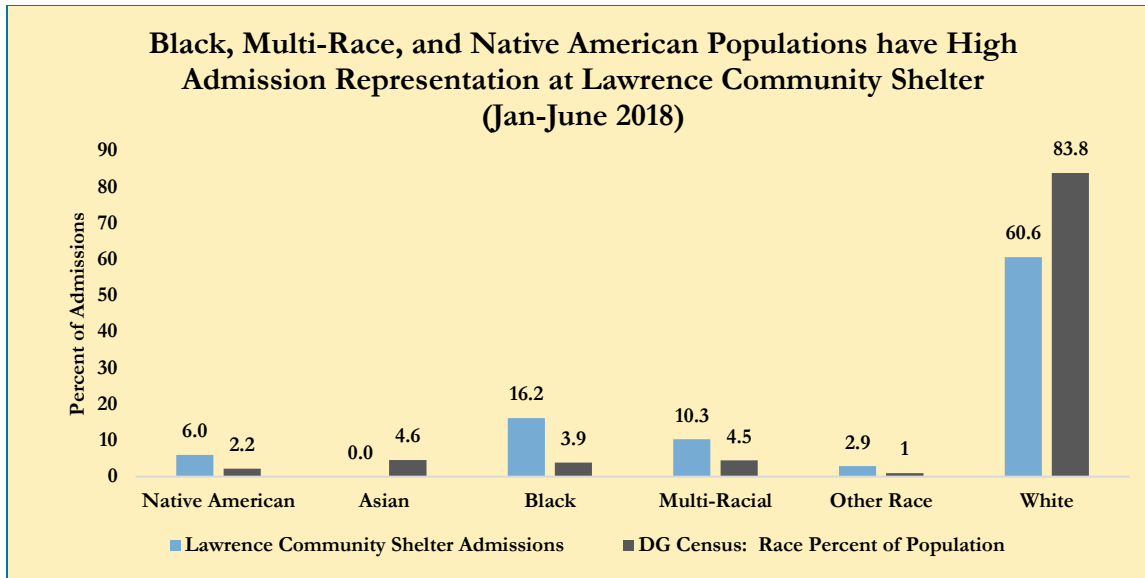


Figure 21
 Data Source: Lawrence Community Shelter; Provided on October 30th, 2018
 * Race categorizations provided by LCS

Racial and Ethnic Disparities in Education

The Center on Society and Health at Virginia Commonwealth University identifies the relationship between health and education as a bidirectional relationship, meaning that education can create opportunities for good health, but poor health can put a person’s educational aspirations at risk. Education has been shown to affect an individual’s health in a variety of ways; people with higher education have longer lives, are more likely to learn healthy behaviors, and have less stress.²³ Overall, Douglas County is a fairly well educated county: approximately 95% of people older than 25 years have a high school degree, while about half have a bachelor’s degree. However, educational disparities by race and ethnicity still exist in Douglas County.

In Douglas County, there are four primary Unified School Districts that cover most of the county: USD 343 (Perry Public Schools), USD 348 (Baldwin City), USD 491 (Eudora), and USD 497 (Lawrence). Due to suppression in small counts of students, it is difficult to determine a precise county breakdown in public school enrollment by race and ethnicity, so readers should use caution when interpreting the following numbers. For the 2016-2017 school year, the largest enrollment numbers were among white students (approximately 73%). Although this is a majority, it is lower than the general Douglas County white population, which is 80.1%, possibly reflecting a growing non-white population. According to the Civil Rights Data Collection, in USD 497 in the 2015-2016 school year, black students were 4.27 times more likely to receive an Out of School Suspension (OSS) than their white counterparts.

Figure 22 on the next page outlines that for the 2016-2017 school year, black males and Native American males had the lowest graduation rates (74.2% and 68.4%, respectively). The highest graduation rates were among Asian females, Asian males, and black females (100%, 93.8%, and 93.1% respectively). It is important to note the nuances in graduation rates as a measure. Students leaving schools without graduating count against graduation rates, but so does transfer to a non-accredited school, transfer to a home school, or earning a GED. Therefore, it is not a perfect indicator of student achievement and the appropriate caution should be used when interpreting the data.

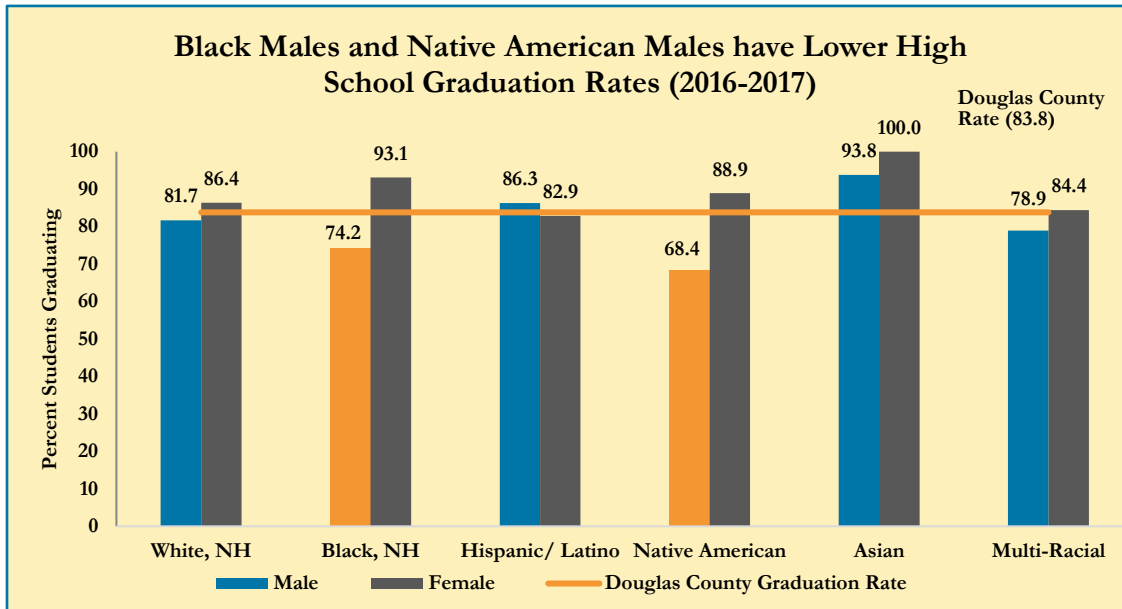


Figure 22
Data Source: Kansas State Department of Education, KSDE Data Central

Fifty percent of Douglas County residents have a bachelor’s degree or higher, which is higher than the state of Kansas rate at 31.6%. Despite the relatively high educational level, disparities by race and ethnicity persist (Figure 23). Asians have significantly higher proportion of population with a bachelor’s degree or higher (67.5%). The overall county percent with some higher education degree is 50.8%, which is equal to the white population in the county. However, for every other racial and ethnic group in the county, the percentage of population with a bachelor’s degree or higher is significantly lower than both the county and white rates.

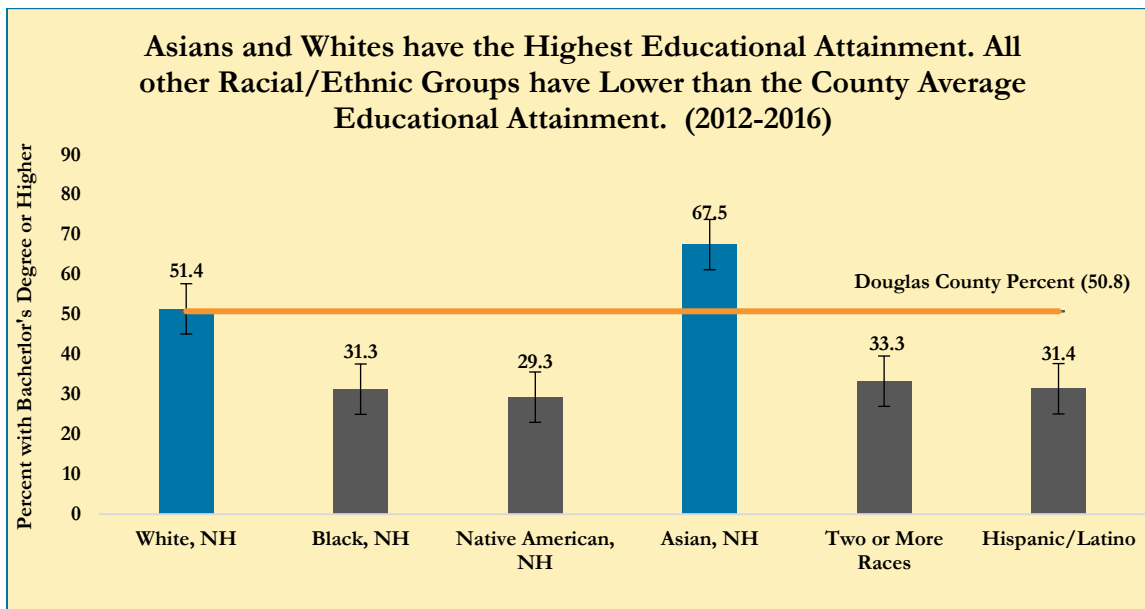


Figure 23
Data Source: U.S. Census Bureau, ACS 2012-2016 (Table S1501)

Racial and Ethnic Disparities in Employment

Employment is a basic tenet of economic stability, one of the primary social determinants of health. Employment can positively affect many aspects of a person’s life, including accumulation of wealth, access to affordable and safe housing, and coverage through health insurance, to name a few. On the other hand, unemployment is linked to a variety of health challenges. From a physical health perspective, laid off workers are more likely than continuously employed workers to have “fair or poor health.” Within the context of behavioral health, those that are unemployed are more likely to be diagnosed with depression.²⁴ The following data points describe the employment and unemployment rates in Douglas County. Though they are related, these two metrics capture different nuances of the employment picture of a community, and groups who have low rates of employment may not necessarily have high unemployment rates as a result. According to the U.S. Census Bureau, employment rates account for adults 16 years and older who have a job. It does not include individuals who are active military, work consistently around the house (without pay), or perform unpaid volunteer work. Unemployed people are defined by the U.S. Census Bureau as individuals 16 years and older who do not have a job, have been actively looking for work during the last four weeks, and are available to accept a job. Individuals who are not in the workforce—such as those who are retired, students, or not looking for work—are not considered unemployed.

From 2012-2016 estimates, Douglas County has an employment rate of 65.7%, which is slightly higher than the state rate of 62.5% and the U.S. rate of 58.4% for the same time period. As seen in Figure 24, in Douglas County, all racial and ethnic groups are not significantly different from each other or the county rate, except for the Asian population. With a rate of 51.6%, the Asian population has a statistically significant lower employment rate than all other racial and ethnic groups, with the exception of Native Americans. This could possibly be a reflection of Asian students at the University of Kansas.

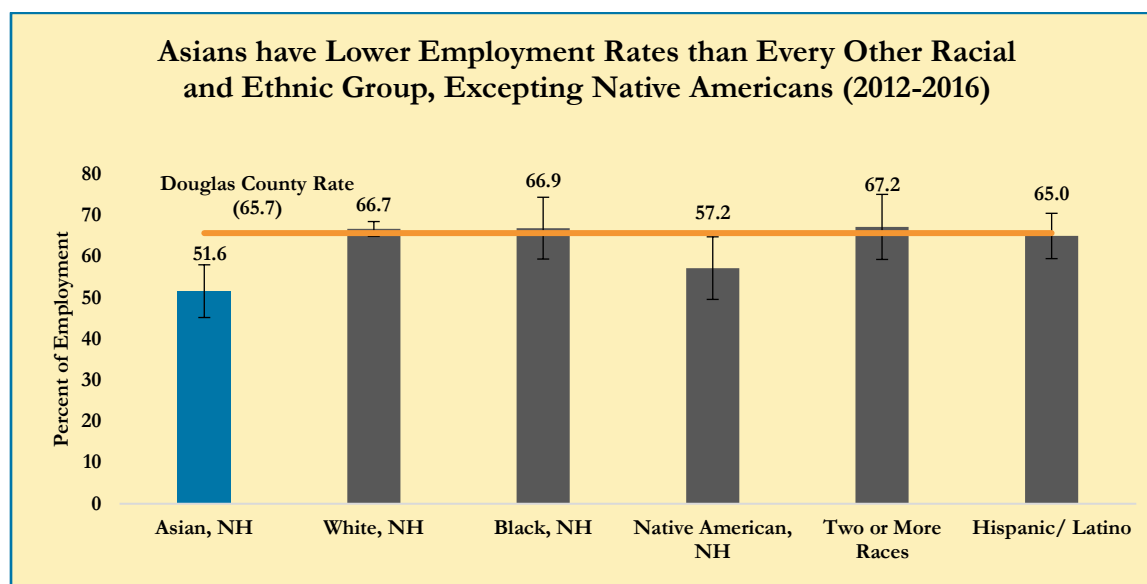


Figure 24

Data Source: U.S. Census Bureau, ACS 2012-2016 (Table S2301)

The unemployment rate in Douglas County from 2012-2016 was 4.9%. This is lower than both the state of Kansas rate (5.3%) and the U.S. rate (7.4%). Due to the small numbers in the analysis, the margin of errors for the different racial and ethnic groups in Douglas County are quite large, so readers should use caution when interpreting Figure 25. Despite the large error bars, the Hispanic/Latino population shows statistically significant higher rates of unemployment (10.7%) compared to both whites (4.6%) and Douglas County (4.9%).

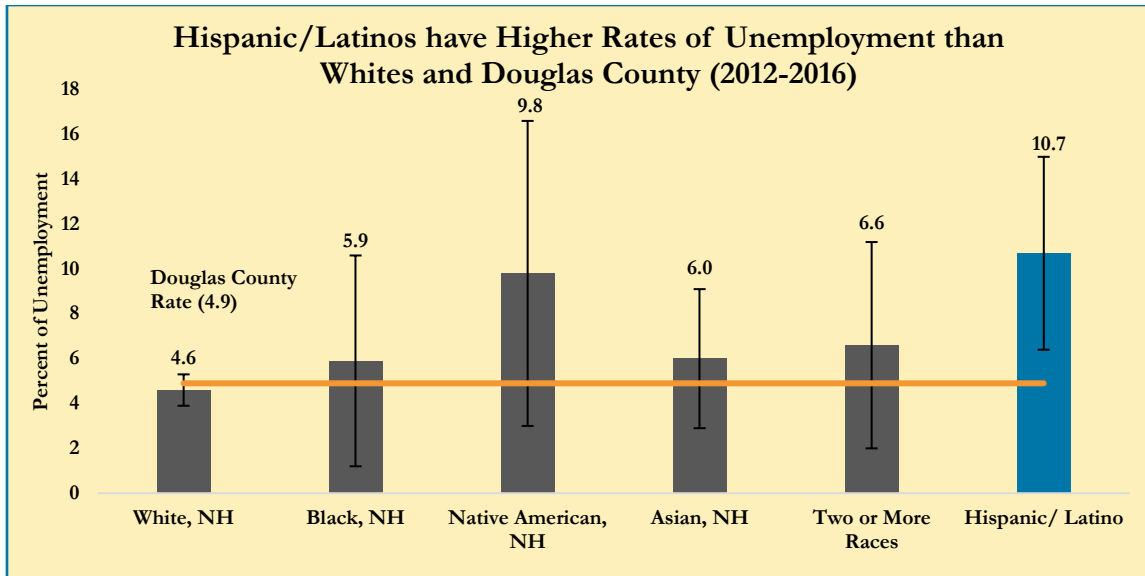


Figure 25
 Data Source: U.S. Census Bureau, ACS 2012-2016 (Table S2301)

Racial and Ethnic Disparities for Health Insurance

While we believe that an individual’s health is strongly linked to the policy, system, and environmental factors that shape their lives from birth, an individual’s access to health care is no doubt an important aspect of maintaining health throughout the life cycle. This means that health care is available, affordable, and accessible to all individuals. During the 2012 LDCHD Community Health Assessment process, Douglas County residents identified lack of health insurance availability as an area of concern.¹⁶ All Douglas County residents should be able to afford to see a doctor, even if our aim is to make it less likely that they need to.

While Douglas County has a lower uninsured rate than the state (9.8% compared to 10.5%), the uninsured population is disproportionately comprised of minority residents. White residents have a higher percentage of insured people over every other racial or ethnic group in Douglas County (Figure 26). Every non-white group with the exception of Asians and African Americans have statistically significant higher rates of uninsured populations over both the overall Douglas County rate and the white uninsured rate. Hispanics and Native Americans have the highest rates of uninsured populations in Douglas County. It is important to note that the dataset used for this analysis considers coverage by the Indian Health Services, so this is not a contributing factor for the high uninsured rates. Additionally, uninsured residents are also more likely to be low income (less than \$35,000 per year) than high income (more than \$35,000 per year) (see Figure 2 for reference). This aligns with income and poverty disparities that exist for race and ethnicity within the county as well (see Figures 19 and 20 for reference).

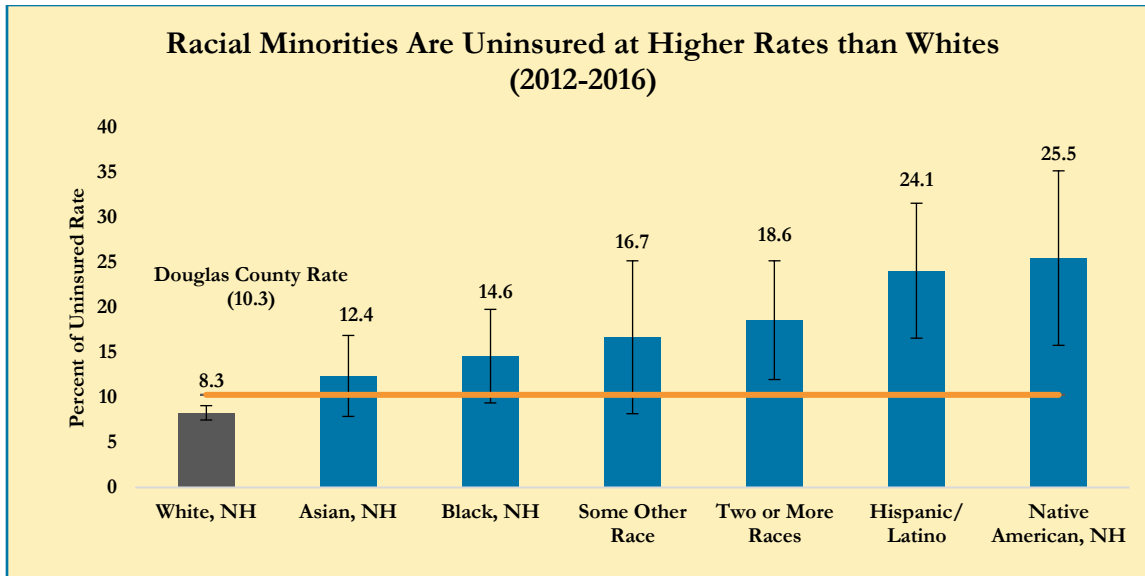


Figure 26
Data Source: U.S. Census Bureau, ACS 2012-2016 (Table S2701)

Disparities at Birth

General Fertility

Births, deaths and migration are the three factors that determine the population in any area. The balance between these factors determine whether a population increases, decreases or remains stationary. The General Fertility Rate is a way to look at the number of births per 1,000 women of childbearing age. Nationally, the General Fertility Rate in 2016 was 62 births per 1,000 women 15-44 years old, which is a decrease from the 2015 rate of 62.5 births. In Douglas County, the General Fertility Rate decreased in all race and Hispanic origin groups between 2015 and 2016 from 43.1 to 37.9 (Figure 27). Although the Hispanic/Latino General Fertility Rate appears to be higher than other groups in the graph below, the rates are not statistically significantly different.

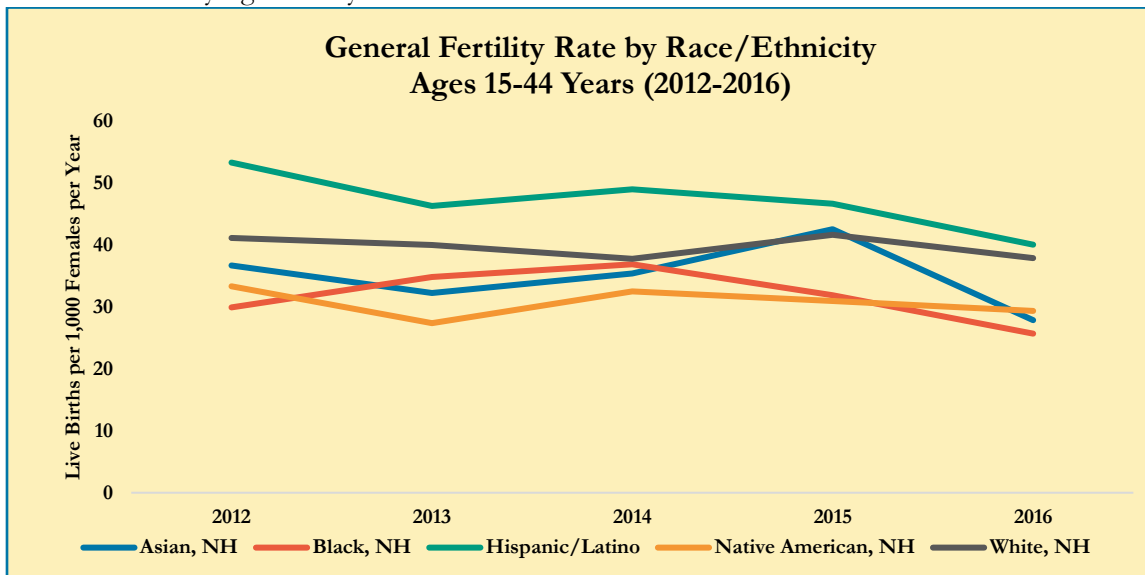


Figure 27
Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE

Not surprisingly, Douglas County fertility rates are higher in the 25-34 year old age groups for all racial and ethnic groups as seen in Figure 28. Compared to white, non-Hispanic teens 15 to 19 years old, black non-Hispanic and Hispanic teens have statistically higher fertility rates. Asian women tend to have children at a slightly older age compared to other groups (rate of 71.8 in women ages 35-39 years old).

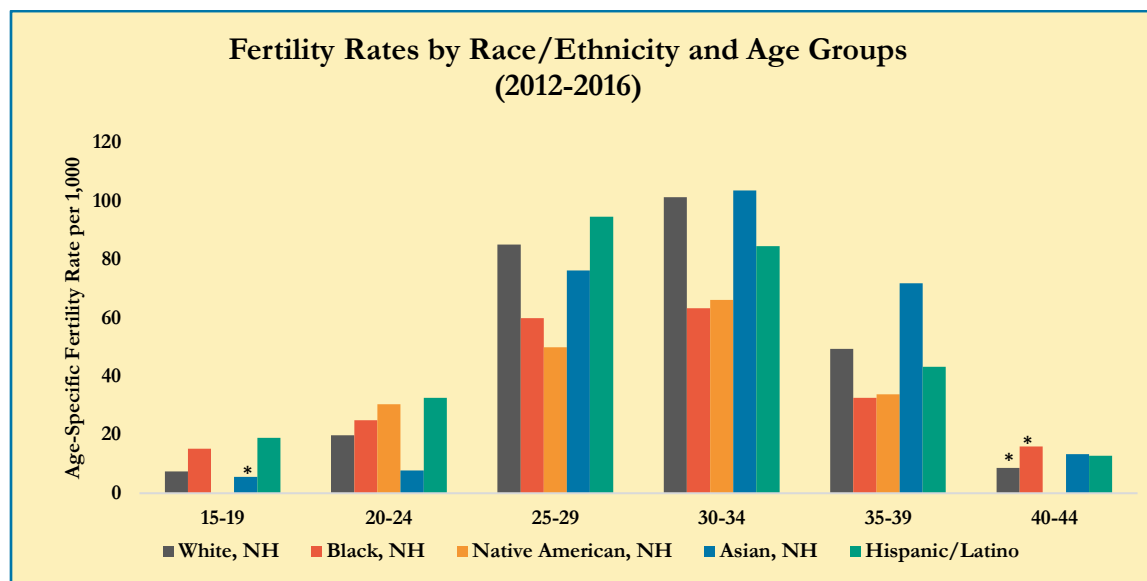


Figure 28
 Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE
 Data are suppressed when births are less than 6. * Interpret with caution.

Births to Teenagers

Pregnancy and motherhood can bring a significant social and economic burden to teenagers. Teen pregnancy contributes to high school dropout rates among females and children of teen moms are more likely to have health problems, unemployment issues, and lower school achievement.²⁵ Compared to the U.S. and Kansas, Douglas County has a lower percentage of births occurring to teens 15-19 years old (7.0%, 6.3%, 3.5% respectively).¹⁸ The percentage of all births occurring to teens in Douglas County has also decreased over time from 7.0% in 2000-2002 to 3.5% in 2014-2016 (Figure 29).

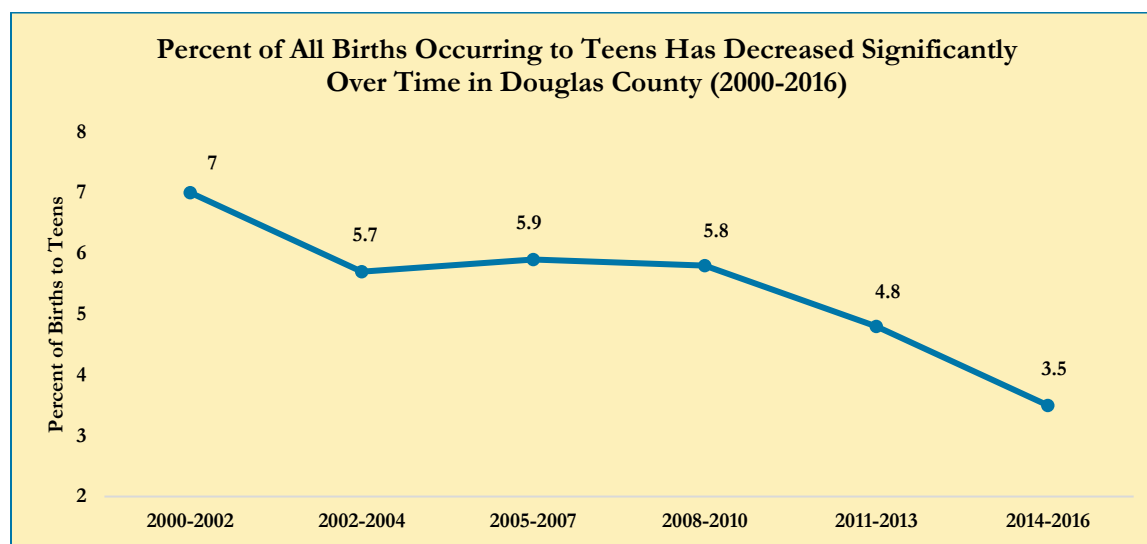


Figure 29
 Data Source: Kansas Health Matters

Data from 2012-2016 suggests that compared to white and Asian births in Douglas County, a statistically higher percentage of teen births are occurring in the black, multi-racial and Hispanic populations (Figure 30).

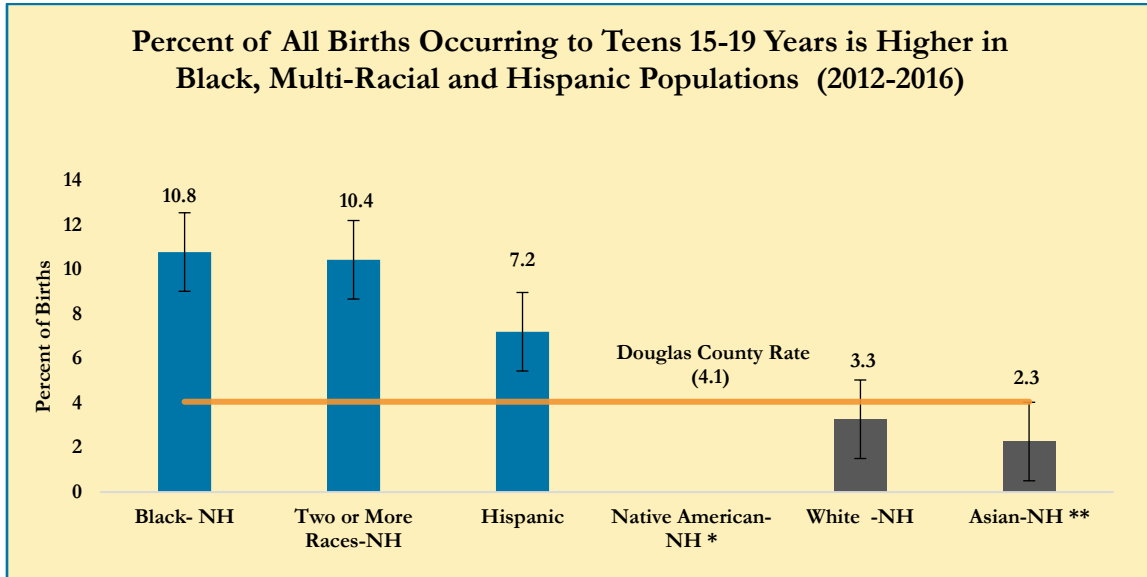


Figure 30
 Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE
 * Native American Population Suppressed. ** Interpret with caution.

Prenatal Care in First Trimester

Receiving prenatal care in the first trimester allows women and their health care professionals to identify health issues or behaviors that may have a negative impact on the fetus and/or mother. As such, delay in prenatal care has been associated with negative outcomes such as low birth weight and infant death. Compared to the U.S. and Kansas, Douglas County has a higher percentage of pregnant women who receive prenatal care in the first trimester (75.1%, 80.4%, 83.0% respectively).²⁶ The rate of women receiving prenatal care in the first trimester in Douglas County has grown from 79.7% in 2007-2009 to 83.0% in 2014-2016 (Figure 31).

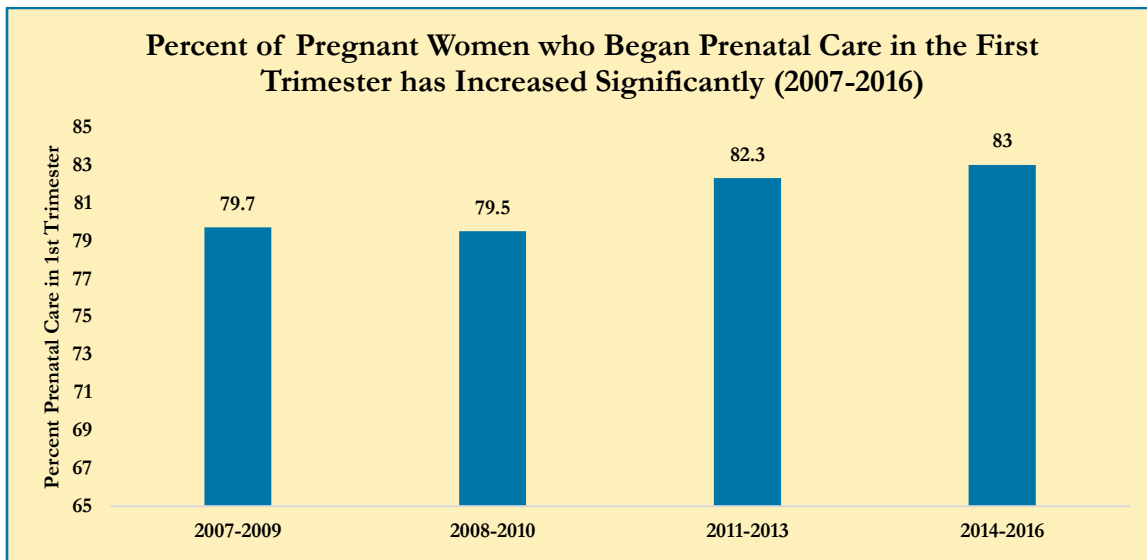


Figure 31
 Data Source: Kansas Health Matters

Regarding disparities in Douglas County, a higher proportion of white, non-Hispanic women receive care in the first trimester compared to biracial, Hispanic, black, and Native American women (Figure 32).

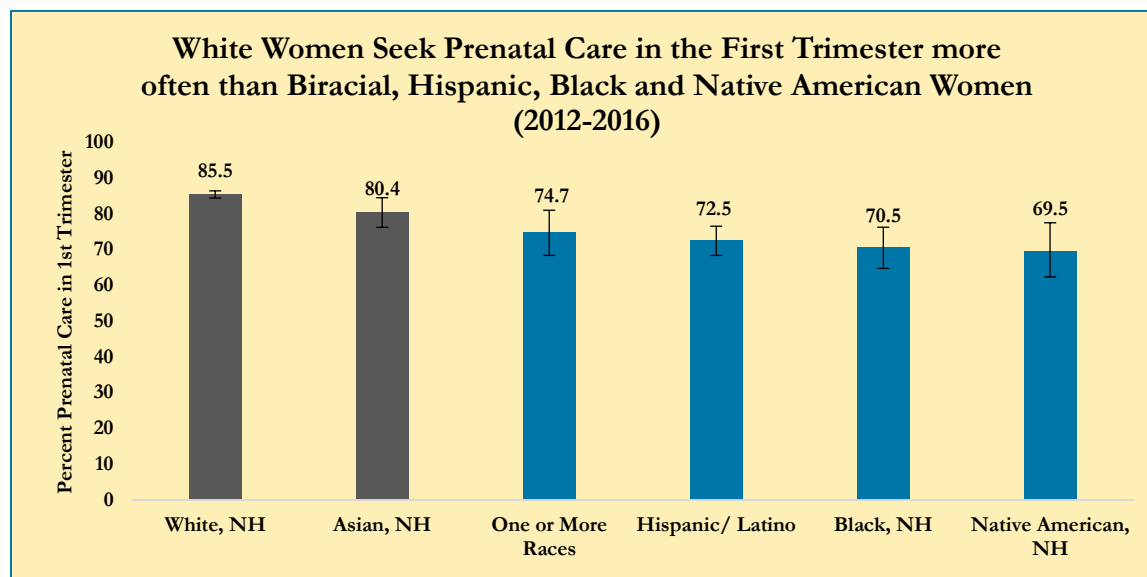


Figure 32
Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE

Infant Mortality and Low Birth Weight

Infant mortality is a key part of a community’s health as it is often an indicator of the political, social, and environmental effects on a mother’s and child’s life. Fortunately, Douglas County has a fairly low rate of 5.2 deaths per 1,000 births, which is lower than the Kansas rate (5.9 per 1,000 births) and the Healthy People 2020 target of 6.0 per 1,000. However, it is important to note that our rate is not the lowest in the state. Neighboring counties of Johnson and Leavenworth have lower rates at 4.3 and 4.7, respectively. Likely due to small counts, disparities by race and ethnicity were not found in the Douglas County infant mortality rate. However, the overall rate of the county has increased from 4.5 in 2007-2010 to 5.2 in 2012-2016 warranting further examination.²⁷

For Douglas County, low birth weight may be a better indicator of any disparities that exist in the community’s infant health than infant mortality. Low birth weight is often associated with premature birth and while many low birth weight babies have normal health outcomes, low birth weight is a risk factor for infant death and long-term disability. As seen in Figure 33, the percent of all births with low birth weight is lower in Douglas County than Kansas and the U.S. (6.8% compared to 7.0% and 8.0% respectively) but has increased over time in Douglas County though not significantly.²⁸

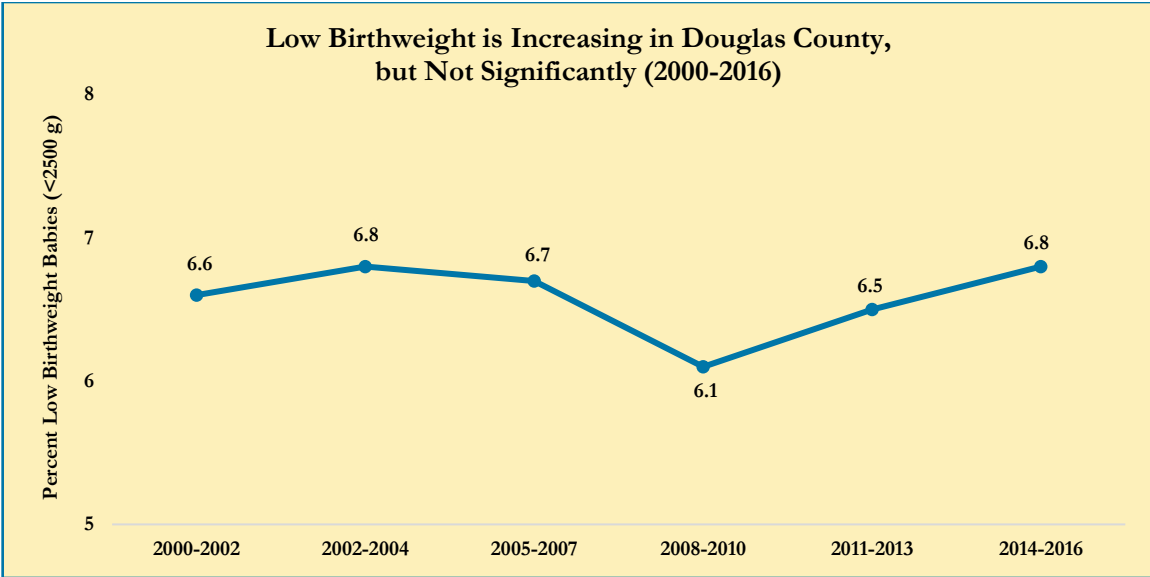


Figure 33
Data Source: Kansas Health Matters

More concerning, data from 2012-2016 suggests that a statistically higher percent of black, non-Hispanic babies are born with low birth weight (Figure 34). There is a more than two-fold difference in the percent of black low-weight infants over every other race and ethnicity. All other racial and ethnic groups are either at or below the overall Douglas County percent. This is a staggering disparity that is cause for concern.

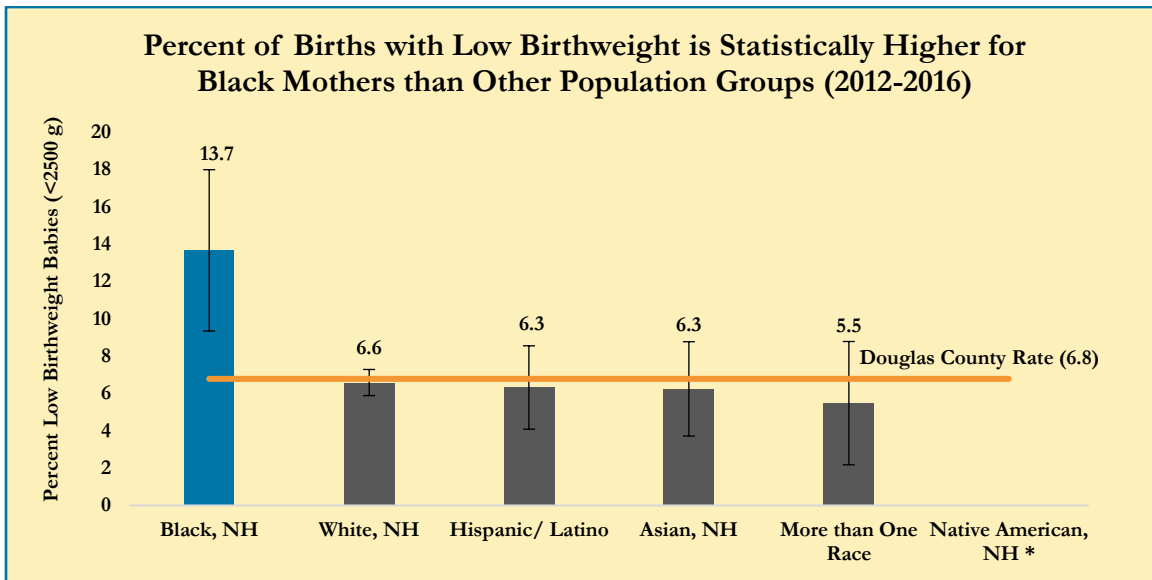


Figure 34
Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE
* Native American Population Suppressed.

Smoking during Pregnancy

Smoking during pregnancy is a risk factor for miscarriage, premature delivery and sudden infant death syndrome (SIDS). Women who smoke during pregnancy have double the risk of having a low birth weight baby and have an increased risk of preterm delivery which can cause childhood disabilities such as cerebral palsy, mental retardation and learning problems.²⁹ Fortunately, as seen in Figure 35 below, the percent of

mothers who smoke during pregnancy has been decreasing significantly and the 2014-2016 Douglas County rate of smoking during pregnancy is lower than the Kansas rate of 11.1% for the same time period. However, the Douglas County rate is higher than the U.S. rate of smoking during pregnancy (8.5%) and much higher than the Healthy People 2020 target of 1.4%.

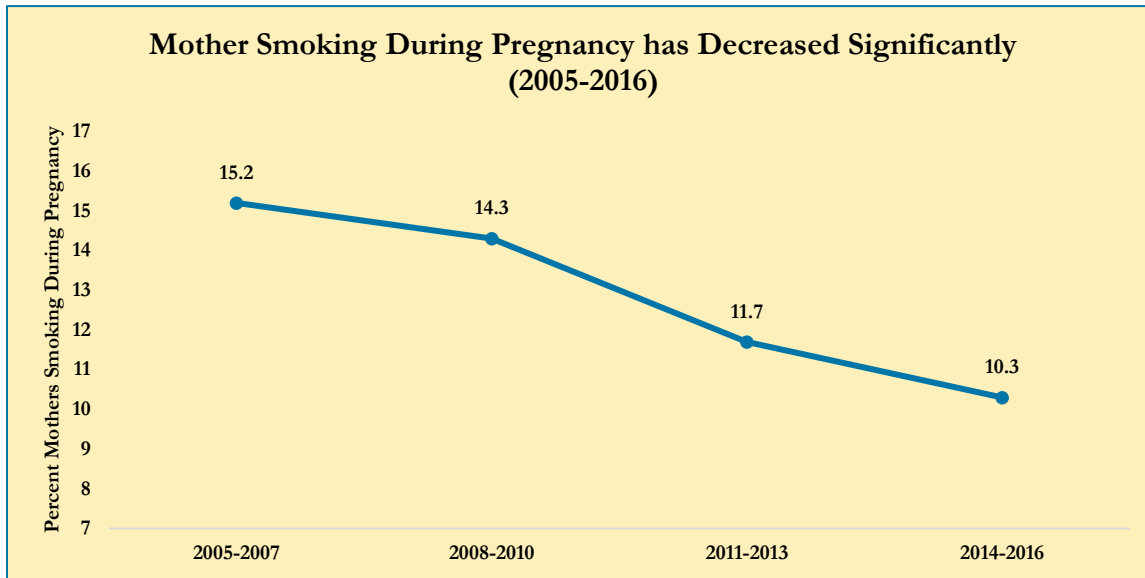


Figure 35
Data Source: Kansas Health Matters

In Douglas County, compared to the county average and to white, non-Hispanic pregnant women, Hispanic pregnant women have a statistically lower proportion of smokers. The proportion of white pregnant smokers is also statistically lower than the proportion of multi-racial pregnant smokers (Figure 36).

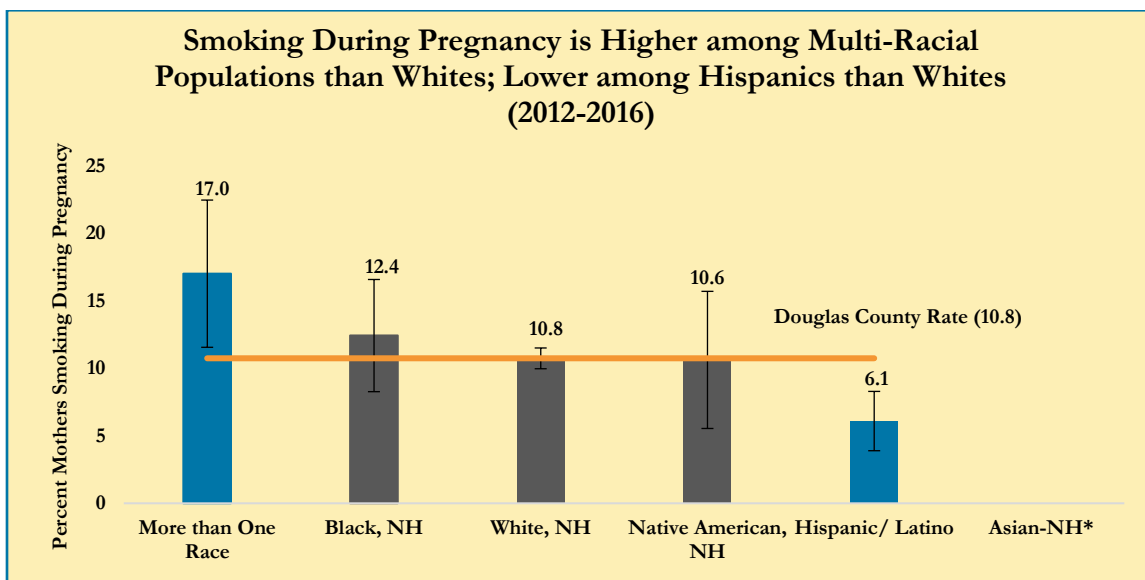


Figure 36
Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE
* Asian Population Suppressed.

Births Occurring to Married Women

As previously mentioned in prior sections of the report, income and wealth are linked to an individual's health. The protective factor of wealth can also extend to individual's children. A family's income can impact a child's social, economic, and educational opportunities, which in turn can affect their health.⁶ Even when both parents are not working, growing up in a two-parent household may mean that one parent is involved in caring for children so that the family does not have to pay steep childcare costs. A woman's marital status could serve as an indicator of a child growing up in a two-parent household, which could positively impact the aforementioned opportunities. However, readers should use caution when drawing conclusions from the below information. Births to married women is not a perfect indicator of the benefits of a two-parent household. The primary reason is that a mother's marital status is not always an accurate measure of a two-income household. It is possible to have two non-married individuals actively raising children in the same or separate house(s).

A statistically higher percent of married Asian and white women gave birth in Douglas County in 2012-2016 than women of every other racial and ethnic group (Figure 37). Less than half of black, Native American, and biracial women are married at the time they gave birth. Approximately half of Hispanic women are married at the time they gave birth. Unmarried women include those living with and without a partner at the time of the birth and does not imply lack of a long-term relationship. In Douglas County, only about 10% of unmarried women giving birth are teens 15-19 years old.

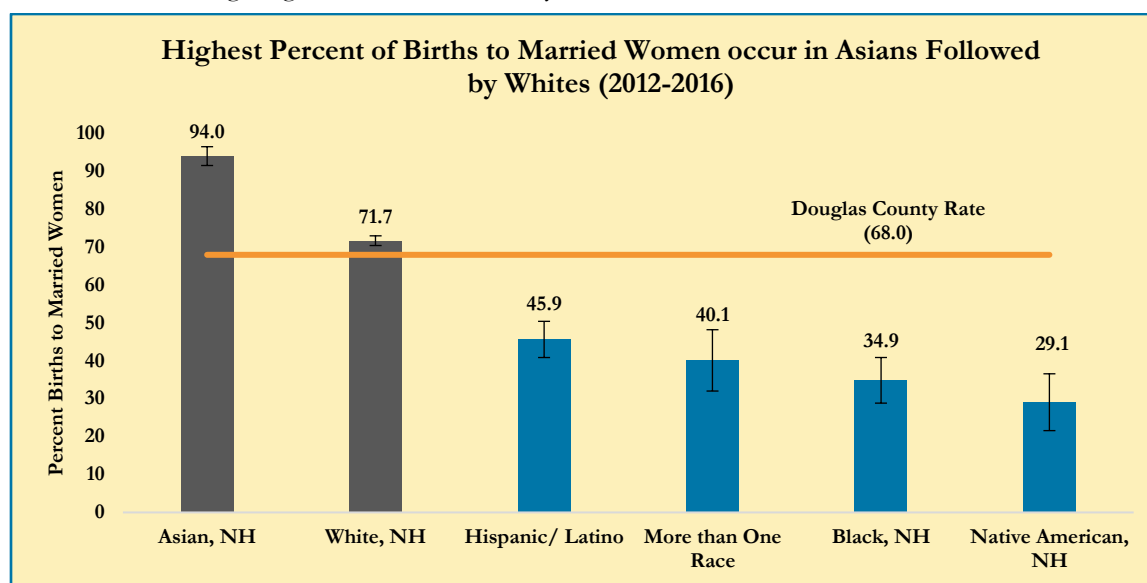


Figure 37
Data Source: Bureau of Epidemiology and Public Health Informatics, KDHE

Disparities in Behavioral Health

Emergency Department Visits

As part of their Semi-Annual Behavioral Health Report, LMH Health, the county's only hospital, analyzes emergency department data by race for the following categories of visits: mental health, substance use disorder (SUD), and patients who have both mental health and substance use disorder needs during their visit. The most recent analysis was completed for visits from January to June 2018. Douglas County is currently in the planning phase for expanding, building, and extending the prevention and response care system for behavioral health needs within the county. This is an ongoing effort that is at its beginning stages,

so for now emergency department visits is a good indicator for tracking mental health and substance use disorder needs within the county.

There are many interesting findings in Figure 38 that point to the need for more understanding. White patients make up the largest overall percentages of emergency department visits for all three categories (mental health, substance use disorder, and both mental health and SUD). This is likely due to whites comprising a majority of the population in Douglas County and it is worth noting that their proportion of visits matches closely to their proportion of the census. However, Native American patients are visiting the LMH Health emergency department at a percentage higher than their census representation for all three categories, but especially for SUD. Similarly, the percent of black patients at the ED is higher than their census proportion, especially for mental health and both mental health and SUD. This could indicate that black and Native American populations are more vulnerable regarding mental health and substance abuse needs.

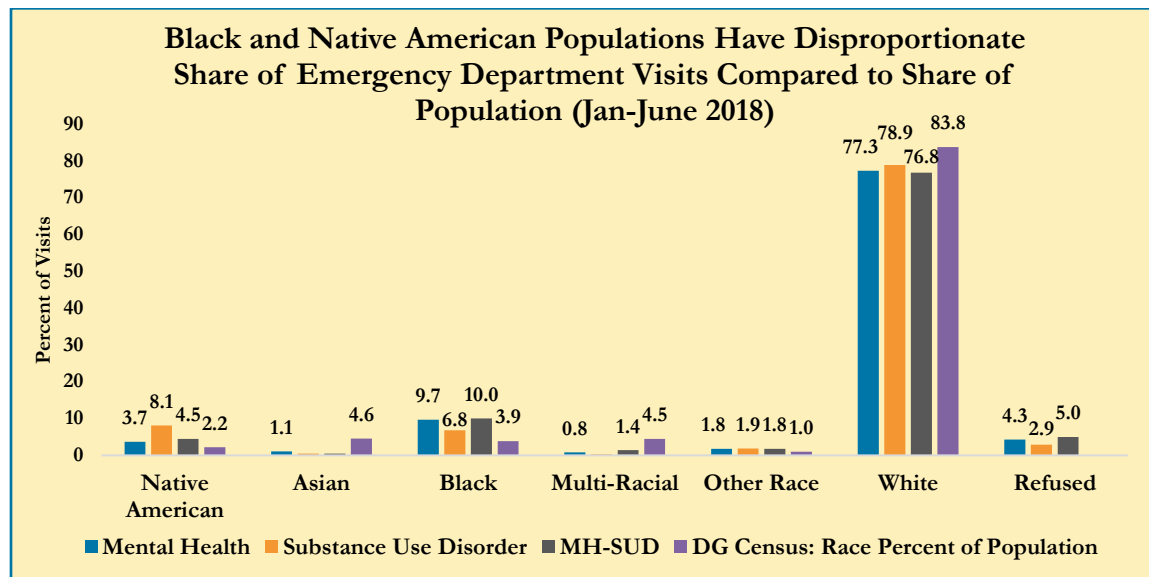


Figure 38
 Data Source: LMH Health; Provided on October 30, 2018
 *Race categorizations provided by LMH Health

Suicide

Since 1999, the suicide rate in Kansas has risen 45%, according to the CDC, making it one of our leading causes of death.³⁰ Between 2011 and 2016, the majority of suicide victims in Douglas County were between the ages of 25 and 64. Additionally, as seen in Figure 39, white residents lose the most years of potential life compared to other racial and ethnic groups.

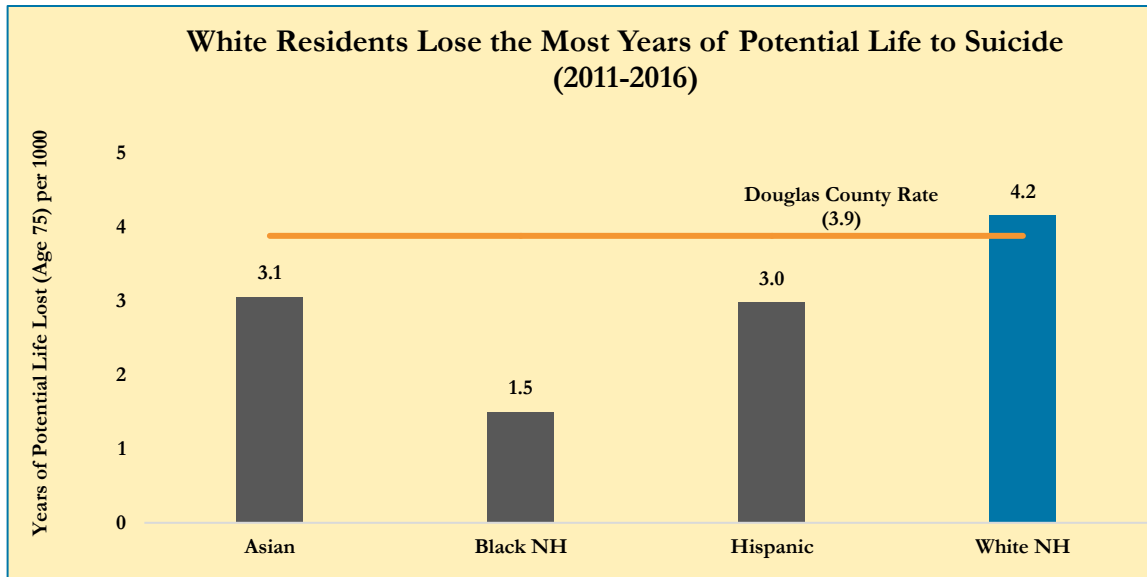
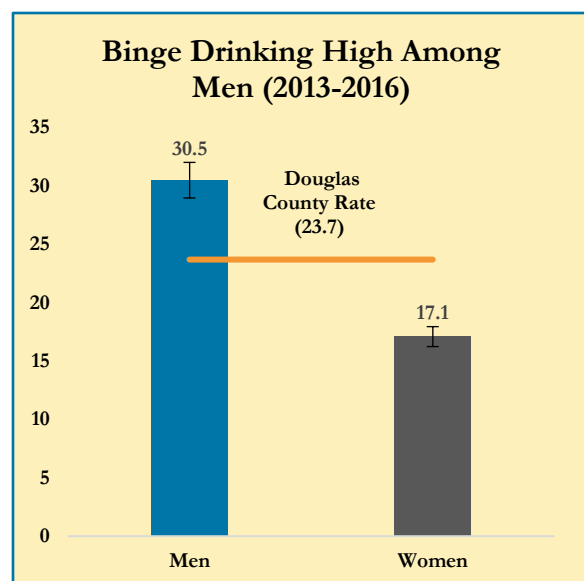
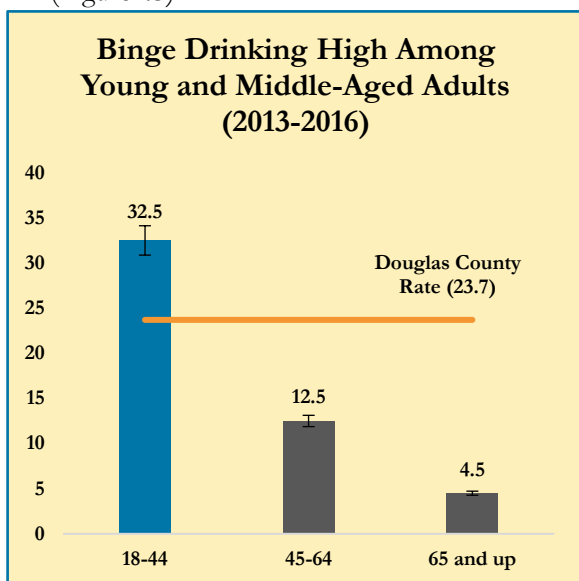


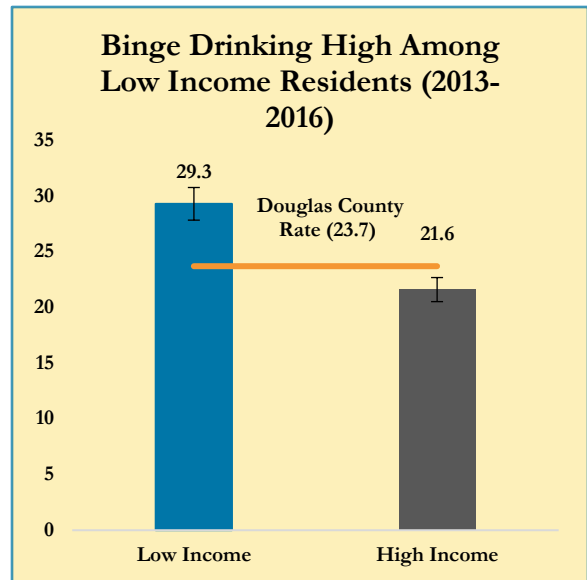
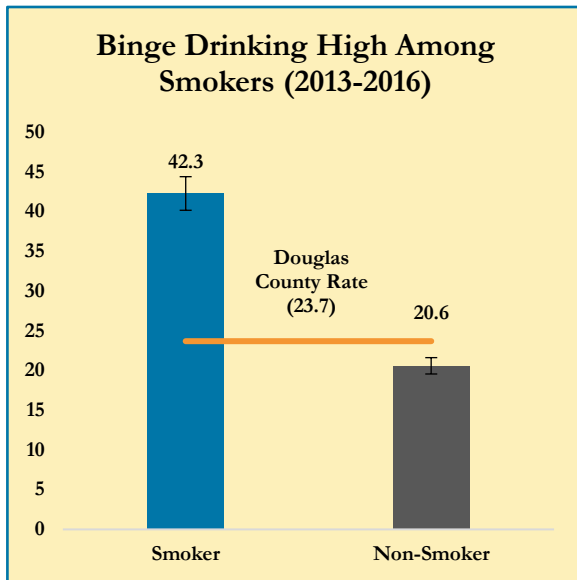
Figure 39
Data Source: Department of Epidemiology and Public Health Informatics, KDHE

Binge Drinking

Binge drinking involves consuming more than five drinks on one occasion for males and four drinks on one occasion for females. Between 2013 and 2016, 23.7% of Douglas County adults aged 18 years and older reported binge drinking in the previous month. There were not statistically significant differences between racial and ethnic groups for binge drinking in Douglas County. However, there were significantly higher rates among adults aged 18 years and older for the following categorizations:

- Younger adults compared to older adults (Figure 40);
- Males compared to females (Figure 41);
- Smokers compared to non-smokers (Figure 42);
- Households making less than \$35,000 annually compared to households making \$35,000 or more (Figure 43).





Figures 40-43
Data Source: Behavioral Risk Factor Surveillance System, KDHE

Opioid Use Disorder

The opioid crisis has captured the attention of public health officials, health care workers, local law enforcement, and many others due to the breadth and severity of the problem. In 2017, Health and Human Services declared the opioid epidemic a public health emergency. Nationally, 91 people die every day from an opioid overdose.³¹ In Kansas, deaths due to drug poisoning are increasing. The total number of drug poisoning deaths increased by 16% between 2005-2009 and 2012-2016. Heroin-related deaths increased by 329% during the same time frame.³²

Douglas County does not yet have as severe of a problem as other counties in Kansas or the country; nevertheless, opioid use disorder is present here. From 2012 to 2016, Douglas County experienced a rate of 10.2 drug poisoning deaths per 100,000 and 69.5% of them were caused by an opioid.³² This is less than other larger counties, such as Johnson, Sedgwick, and Shawnee counties, but regardless Douglas County has the fourth largest counts in the state.

Douglas County residents have a rate of 95.2 persons per 100,000 visiting an emergency department in the state due to an opioid-related issue (Figure 44). The rate for white, non-Hispanics is significantly lower than the both the county rate and the rate for all other races. The categorization of “All Other Races” has a high rate of 124.5. Unfortunately, due to hospital coding and small counts, analysis was not able to be separated by different races or ethnicities. This leaves a question of why non-whites are using or are prescribed at higher rates than the white population.

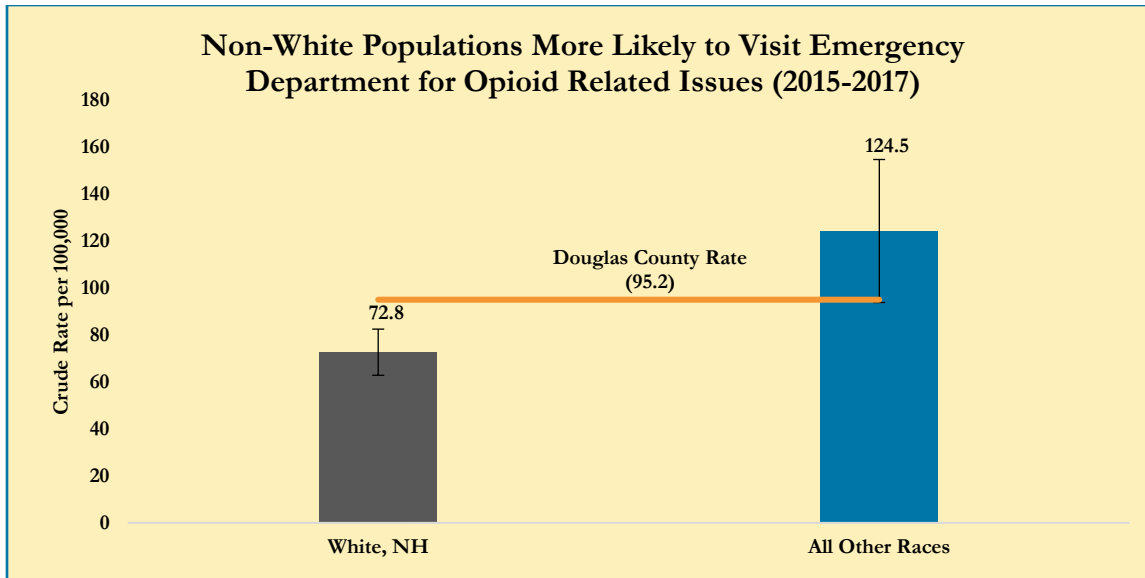


Figure 44
 Data Source: Kansas Syndromic Surveillance Program, KDHE
 Race categories combined due to small counts.

Disparities in Communicable Diseases

Hepatitis C Virus Infection

Infection with chronic Hepatitis C (HCV) can be an important indicator of health disparity as transmission is often preventable and exposure is linked to high risk behaviors. The most common exposure for HCV in the United States is current or previous intravenous drug use. Hepatitis C can also be transmitted through unregulated tattoos/piercings, receipt of blood in a medical setting (especially prior to 1992), and birth to an HCV-positive mother.³³ Due to the high risk of exposure through intravenous drug use, Hepatitis C is often a stigmatized disease. Although the current recommendation is to treat everyone regardless of current drug use, this a recent change to previous recommendations that anyone still using illicit drugs should not receive treatment.³⁴⁻³⁵ This is important, because HCV is the number one cause of liver transplants and liver cancer in the United States.³⁶

In Douglas County, the total incidence rate of chronic Hepatitis C infection is 59.8 per 100,000 (Figure 45). The infection rate among the white, non-Hispanic population (42.6) falls below the overall Douglas County rate by a significant amount. The black, non-Hispanic rate of infection (79.6) and the Native American rate of infection (125.0) both are significantly higher than the white rate. The Native American rate in particular is almost three times higher than the white infection rate (although the counts for Native Americans are small, so the confidence interval is quite large). The Hispanic population infection rate (70.2) is above the white rate, but not at a significant level.

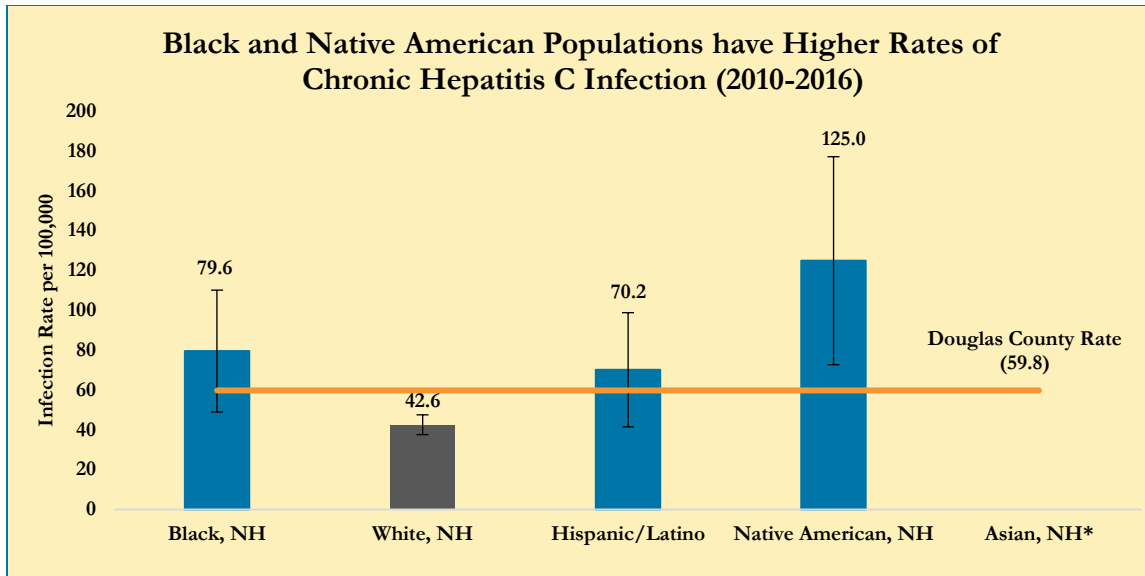


Figure 45

Data Source: EpiTrax, Bureau of Epidemiology and Public Health Informatics, KDHE

*Asian Population Suppressed.

Sexually Transmitted Infections

Across Douglas County, the state of Kansas, and the United States, there has been a large increase in the incidence of sexually transmitted infections (STIs).³⁷ This is concerning for public health officials for a variety of reasons, including the rise of antibiotic resistance to treat gonorrhea and the high-cost of STIs to the health care system.³⁸⁻³⁹ STIs can often present without symptoms, leading many infections to go untreated.⁴⁰ When left untreated, some STIs can cause more serious complications for the patient. HPV can cause cervical, penile, and anal cancers.⁴¹ Chlamydia and gonorrhea can lead to infertility.⁴² Syphilis can be passed to a fetus in utero causing congenital syphilis. Congenital syphilis rates across the country hit an all-time high in 2017.⁴³

Nationwide, rates of chlamydia and gonorrhea are highest among the black population, while they are lowest among Asians.⁴⁴ As seen in Figure 46, this is a trend somewhat reflected in Douglas County. Both the black, non-Hispanic incidence rate (844.4) and the Native American incidence rate (902.1) have significantly higher rates than the Douglas County rate and other racial and ethnic groups within the county. The rate of STI infection among blacks and Native Americans are around seven times higher than the Asian population and are over double the general Douglas County rate.

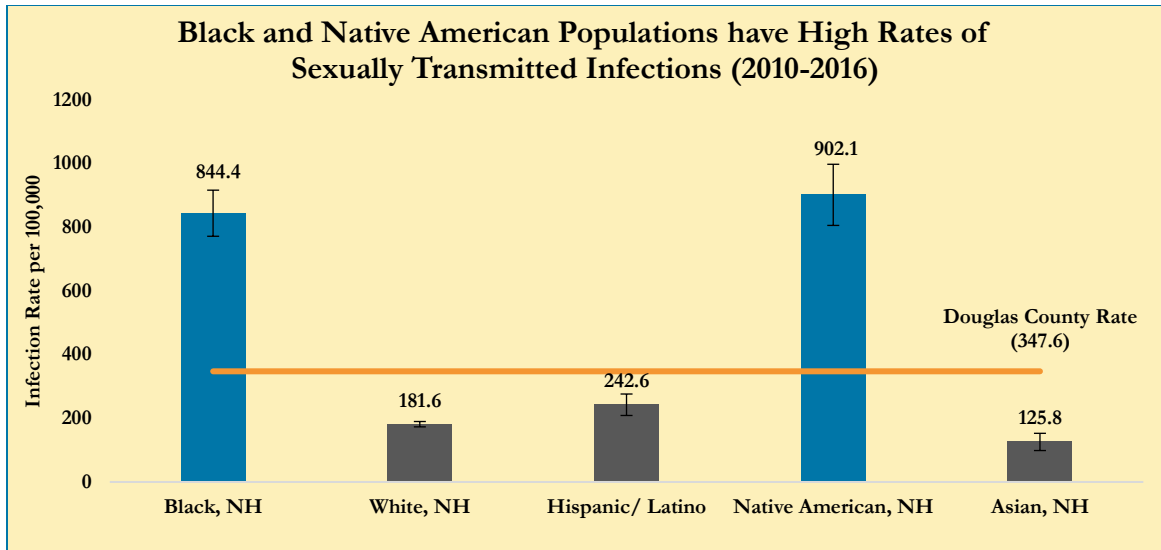


Figure 46
 Data Source: EpiTrax, Bureau of Epidemiology and Public Health Informatics, KDHE
 * Includes chlamydia, gonorrhea, and syphilis.

Life Cycle

Average Life Expectancy

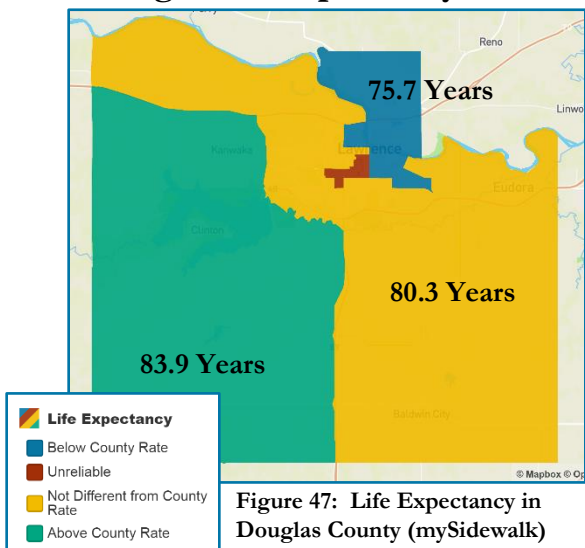


Figure 47: Life Expectancy in Douglas County (mySidewalk)

Life expectancy is the average number of years a person is expected to live beginning at birth. For Douglas County in general, that number is 79.8 years. However, within Douglas County there is variation by both place of residency and by race.

Within in Douglas County, your life expectancy will differ by your residency. (For this analysis, census tracts were grouped in order for counts to show statistical significance.) When examining Figure 47, the area of the county represented in yellow has essentially the same life expectancy as the average county rate (80.3 years compared to the county rate of 79.8 years). This encompasses Lecompton, West Lawrence, large portions of East and South Lawrence, Eudora, and Baldwin City. However, in rural Western Douglas County (displayed in green), the average life expectancy is 83.9 years, which is

above the county average. In contrast, North Lawrence and areas of East Lawrence have an average lower life expectancy (75.7 years), which is represented in blue.

Life expectancy also differs significantly by race (Figure 48). White residents can expect to live the average number of years for a Douglas County resident while Asians and Hispanics can expect to live considerably longer (83.8 and 84.7 years, respectively). Contrarily, black and Native American residents in Douglas County die about three and four years earlier, on average, than the average resident, respectively.

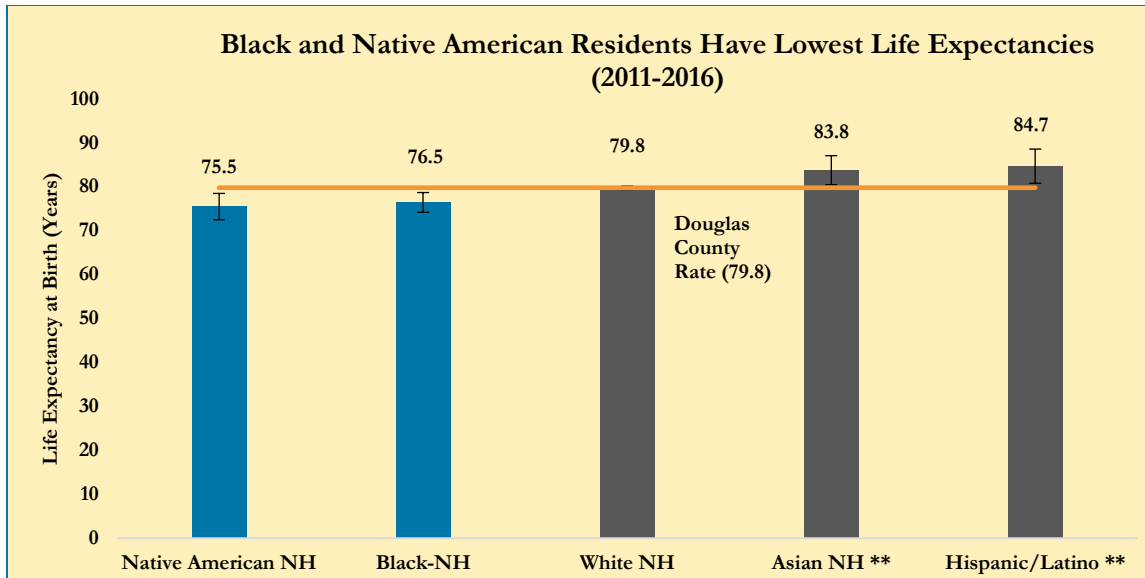


Figure 48
 Data Source: Department of Epidemiology and Public Health Informatics, KDHE
 **Interpret with caution.

Years of Potential Life Lost

The following sections highlight causes of death that affect Douglas County residents differently along racial and ethnic lines. Years of Potential Life Lost (YPLL) will be the main measure used to illustrate these effects. YPLL is the average number of years lost in a specific population due to death before the age of 75. Due to the small population of Douglas County, YPLL is represented as a rate where it represents the number of years lost on average per 1,000 people in a specific population. Traditional calculations of YPLL are done at a rate of 100,000 people in a population.

Cancer

Cancer is *the* leading cause of death among Douglas County residents, taking the lives of 861 residents between 2011 and 2016. Cancer affects Douglas County’s Asian and Hispanic populations less than other racial or ethnic groups, likely because those populations are younger and cancer tends to afflict older populations. Additionally, Native Americans and African-Americans in Douglas County lose more potential years of life to cancer than any other racial or ethnic groups (Figure 49).

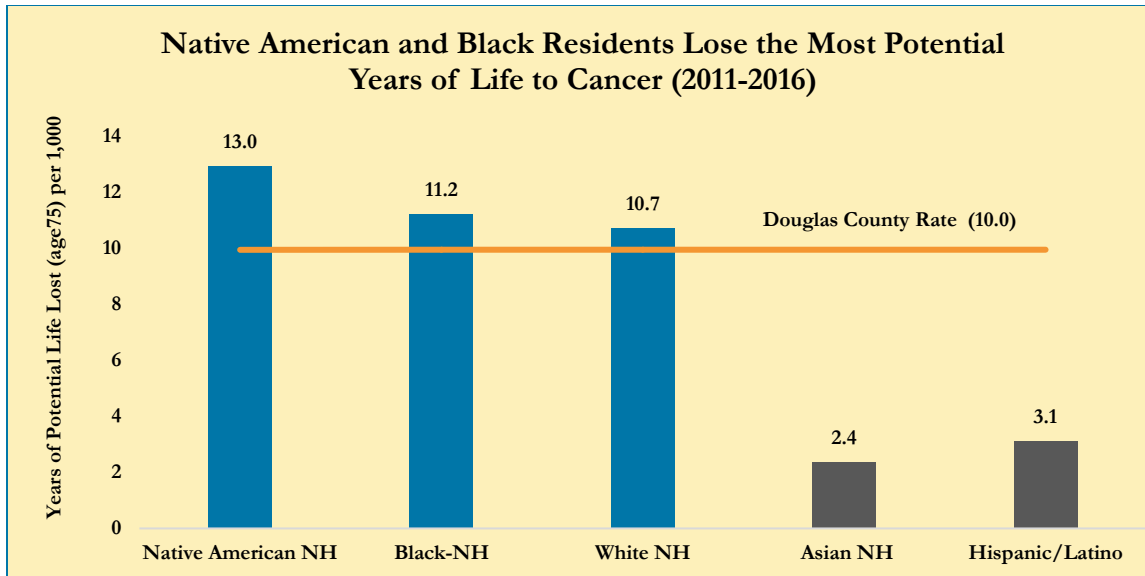


Figure 49
Data Source: Department of Epidemiology and Public Health Informatics, KDHE

Cardiovascular Disease

Although cancer is the leading cause of death in Douglas County, cardiovascular disease, including heart disease and stroke combined, have killed more residents (almost 1,000 between 2011 and 2016). Black residents lose more potential years of life on average to cardiovascular disease than white residents (Figure 50).

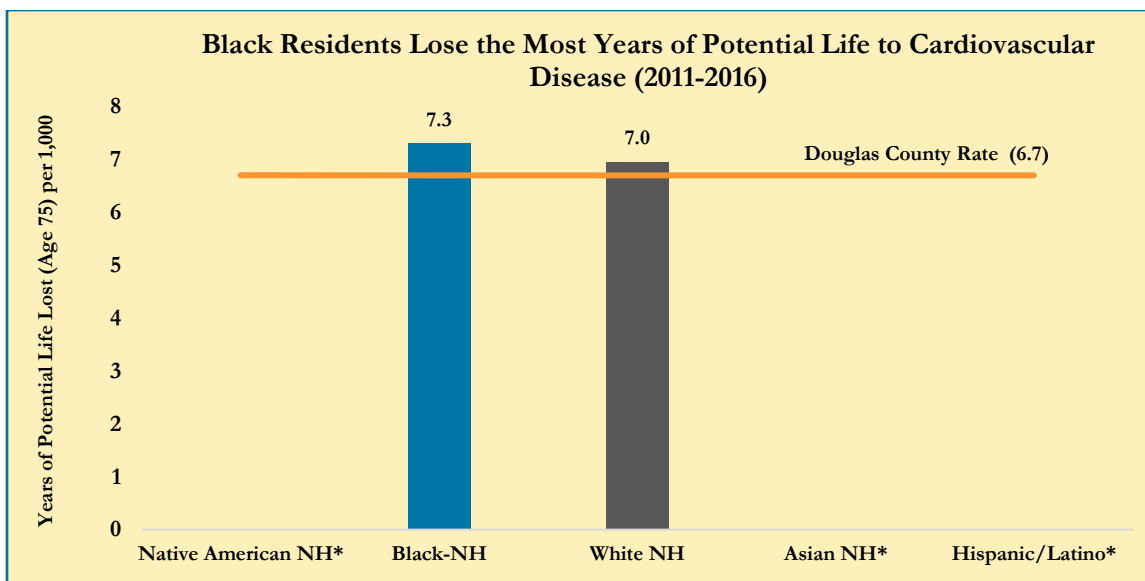


Figure 50
Data Source: Department of Epidemiology and Public Health Informatics, KDHE
*Native American, Asian, and Hispanic/Latino Populations Suppressed.

Tobacco Use

Tobacco use and secondhand smoke exposure is the leading cause of preventable death in the U.S. causing 1 in 5 deaths.⁴⁵ Cigarette smoking and tobacco use are major risk factors for most of the leading causes of deaths; i.e., cancer, heart disease, stroke, chronic lower respiratory disease, diabetes, pneumonia. Although the Kansas statewide smoking rate has declined among the general population since 1990 (30% to 17%), the

current Kansas rate is well above the Healthy People 2020 goal of 12%. The latest local Behavioral Risk Factors Surveillance System (BRFSS) findings from 2015 estimate that 14.6% of Douglas County adults currently smoke cigarettes. BRFSS data for the state consistently show higher rates of smoking for non-white populations, which is not surprising given that tobacco companies often target minority and low-income communities.⁴⁶⁻⁴⁷

In Douglas County, white residents lose more potential years of life to tobacco than do black residents (Figure 51). According to KDHE BRFSS data, smokers in Douglas County are more likely to be low income (earning less than 35,000 dollars annually) and possess a high school diploma or less (Figure 1 and 2 for reference).

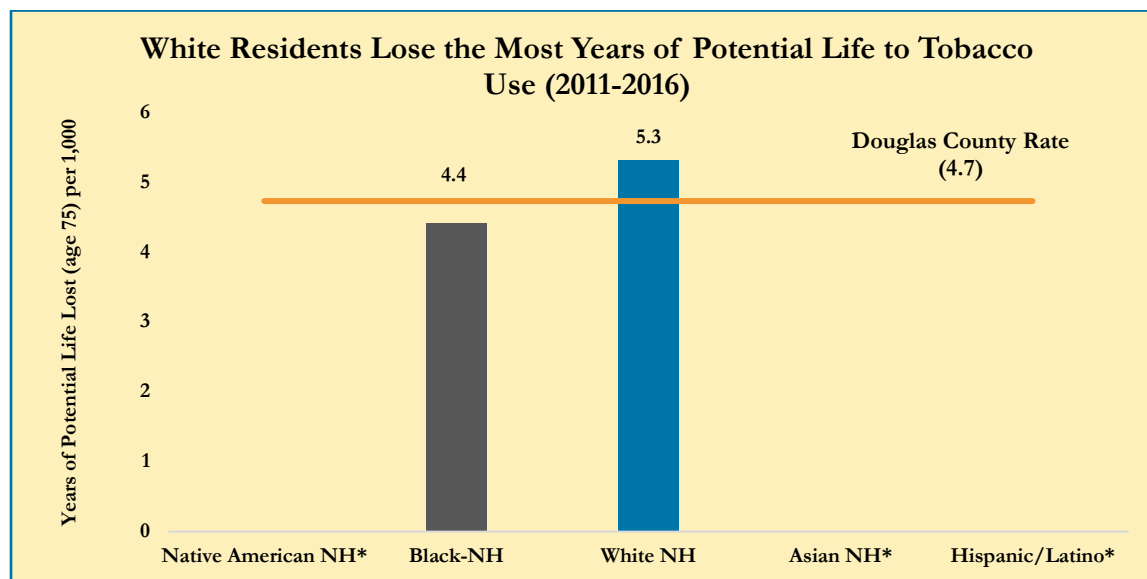


Figure 51
 Data Source: Department of Epidemiology and Public Health Informatics, KDHE
 *Asian, Native American, Hispanic/Latino Populations Suppressed.

Conclusion

Using the social determinants of health as a guide, this report details how health outcomes among vulnerable populations relate to non-clinical factors. Residents earning less than \$35,000 are more likely to struggle with access to care and report poor well-being status. A non-white resident (particularly a black or Native American resident) is more likely to earn a lower annual salary and/or live in poverty than a white resident. Black and Native American residents are also less likely to obtain a bachelor’s or high school degree than white residents. Residents of color are also more likely to be uninsured, thus paying more of their own money for the same health care services that a white resident may have covered through insurance. Collectively, these social and economic factors coincide with poorer health outcomes in measures such as life expectancy and years of potential life lost due to certain diseases. To positively impact the inequities and disparities that exist in Douglas County will require a deep understanding of the long-standing gaps that exist. It will require that individual organizations, including the Lawrence-Douglas County Health Department, use resources differently than in the past and look for unique solutions in new places with those most affected. LDCHD is committed to this journey because it is required for our community to be *Healthier Together*.

Epilogue: A Call to Action for Douglas County

The purpose of this report is a thorough examination of the health disparities and inequities that exist in Douglas County. The analysis is primarily done from a perspective of the inequities that disproportionately affect various racial and ethnic groups. The report purposefully does not make recommendations or identify next steps. This is not the work of the report; rather we believe it is the work of our community.

All Douglas County residents should have the equal opportunity to make choices that lead to good health. We can work together to address the social, economic, and environmental conditions that have created the health inequities and disparities detailed in this report. We can reduce exposures and vulnerabilities and enhance opportunities and capabilities.

Health does not begin the moment we step into a doctor's office to receive care. Health begins in our community; it begins where we live, learn, work, and play every day. It begins in schools and workplaces, in playgrounds and parks, in homes and families, and in the air we breathe, the water we drink and the food we eat. And so, the opportunity for health equity begins with us: in our families, our neighborhoods, our schools, and our jobs. No one person, agency, organization, or institution alone can make our community healthier, but together we can foster health to ensure that every Douglas County resident has an equal opportunity to be as healthy as possible.

Acknowledgements

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John Mathena, Analyst

Sonia Jordan, Informatics Director

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Comments and Questions?

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An electronic copy of this report can be found on the Lawrence-Douglas County Health Department website (www.ldchealth.org) or obtained by emailing the above address.

Appendix 1: Data Sources

A variety of datasets were used to create this report.

- Death certificate and birth certificate data provided by the Kansas Department of Health and Environment (KDHE).
- Publicly available data from the American Community Survey administered by the U.S. Census Bureau.
- Population estimates by race and ethnicity for rate calculations provided by the Bureau of Epidemiology and Public Health Informatics at KDHE and the Kansas Information for Communities system hosted by KDHE.
- Emergency Department data provided through the Kansas Syndromic Surveillance Program. *(Data collection was supported by the Grant or Cooperative Agreement Number 1 U50 OE000069-01, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.)*
- Infectious disease data from the KDHE disease investigation tracking system EpiTrax.
- Publicly available health data from Kansas Health Matters (www.kansashealthmatters.org), created by Kansas Partnerships for Improving Community Health.
- Publicly available education data from the Kansas State Department of Education (KSDE) data platform Data Central (www.datacentral.ksde.org).
- Publicly available school discipline data from the Civil Rights Data Collection data platform (<https://ocrdata.ed.gov/Home>).
- Emergency department data and shelter admission data from the LMH Health Behavioral Health Semi-Annual Report. January-June 2018. Provided by Ava Trahan.

Maps were created using the data visualization platform, mySidewalk, which the Lawrence-Douglas County Health Department will be using to display the Community Health Plan metrics.

Appendix 2: References

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PURSUING HEALTH EQUITY IN DOUGLAS COUNTY

FEBRUARY 6TH, 2019

LDCHD believes...

2

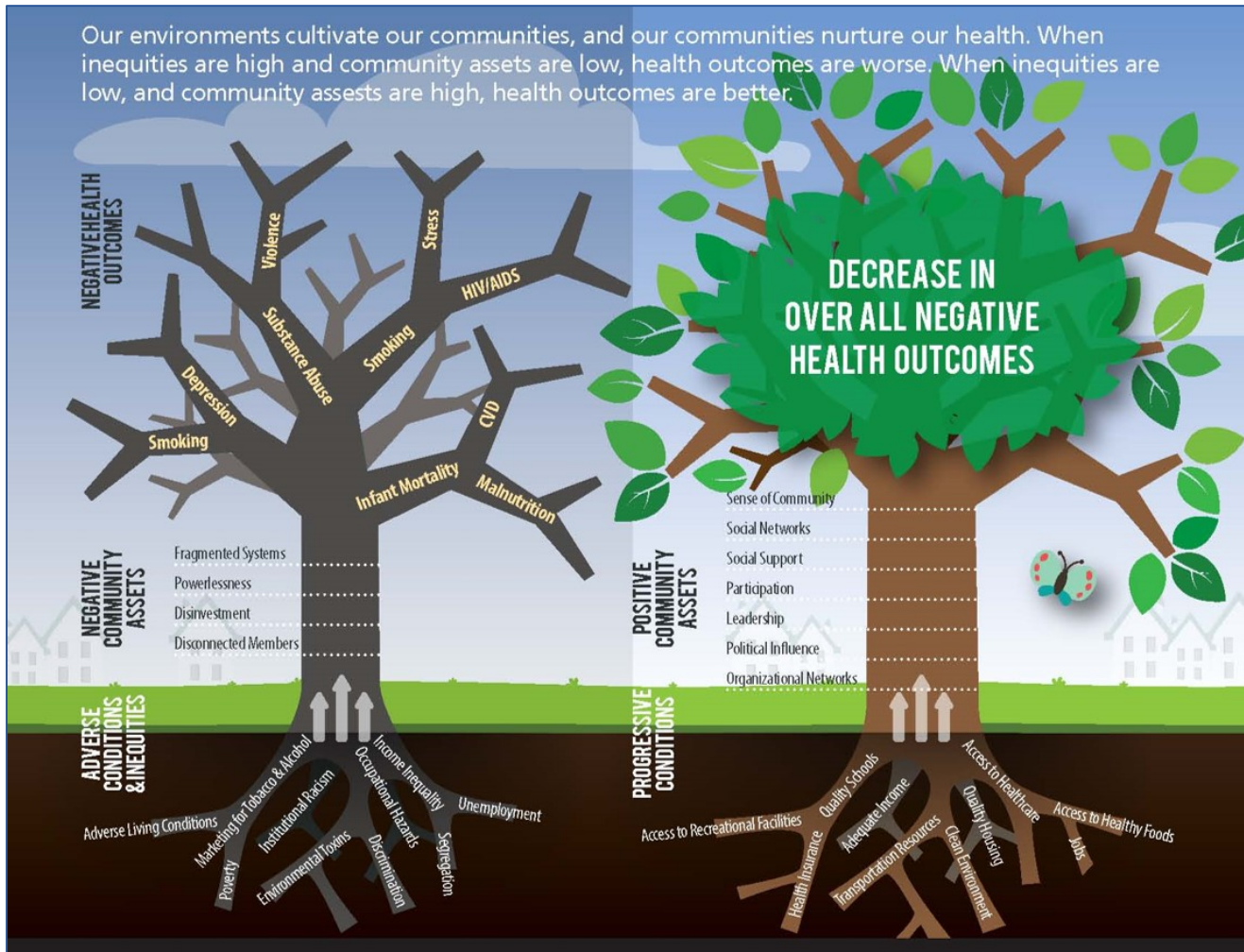
- In **health equity for all**: Everyone deserves a fair and just opportunity to be as healthy as possible.
- That health inequities are **conditions that are produced by the social, political, and economic factors** at play in society.
- In **equity, not equality**.
- That health equity is **an ethical and human rights principle** that motivates us to eliminate health disparities that exist in Douglas County.



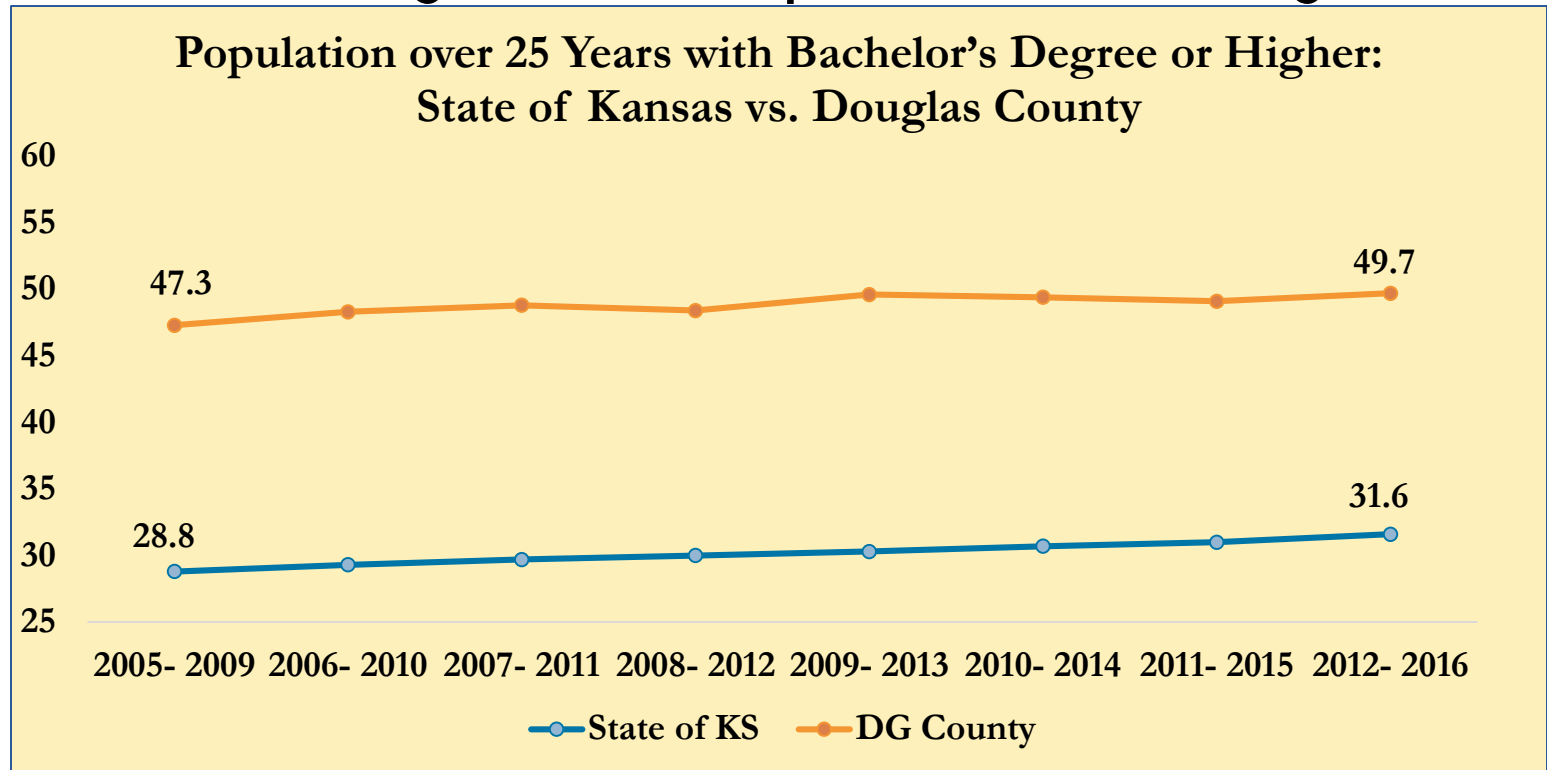
Foundational to our work:

*A person's health is primarily influenced by the **environmental conditions, social relationships, and institutional structures** that exist where we live, work, and play.*

Root Causes of Health Disparities

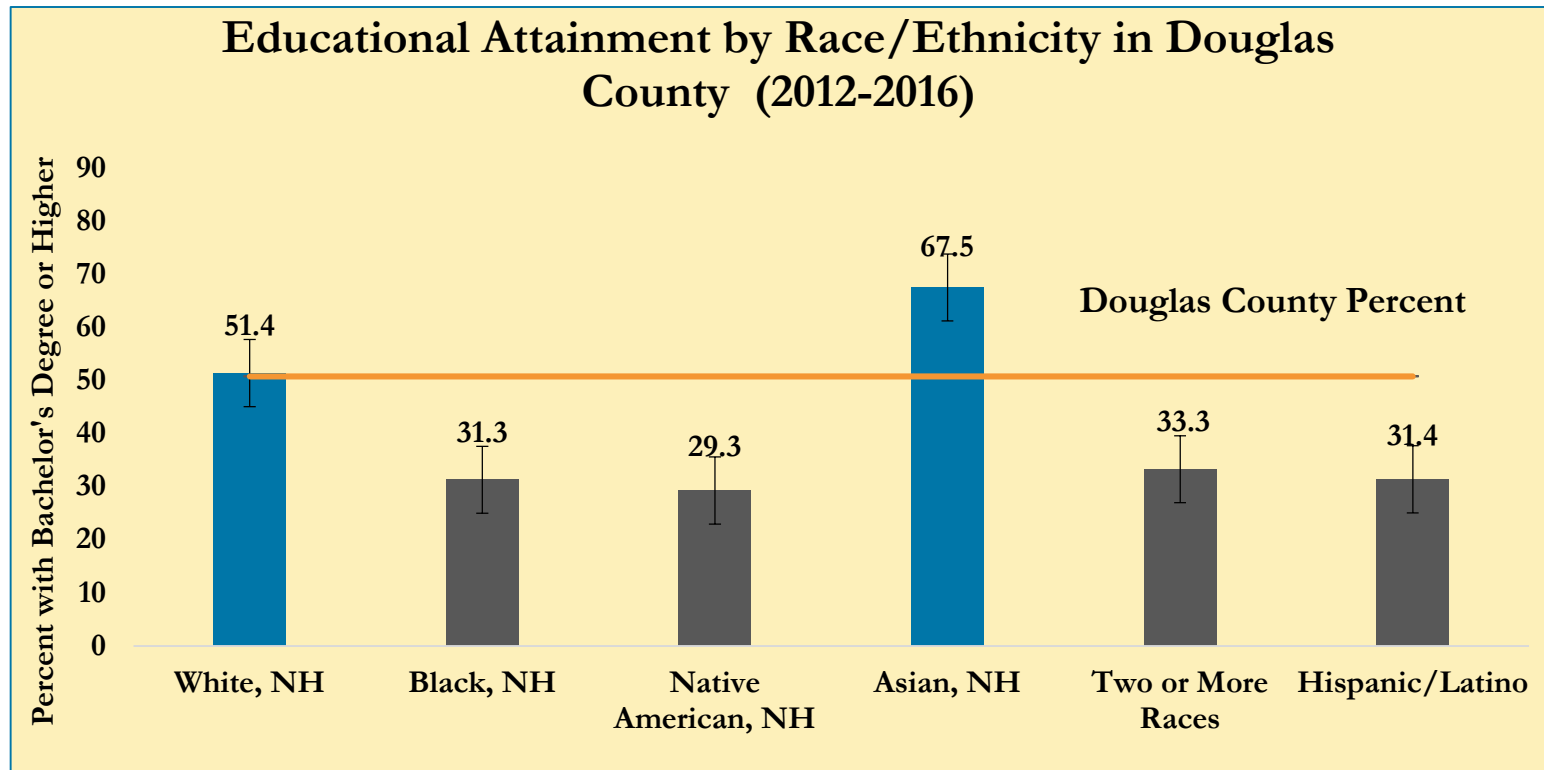


A commitment to health equity requires continual monitoring—and not just of the average.



U.S. Census Bureau, American Community Survey

Disparities and inequities easily hide in averages.



How are we doing in Douglas County?

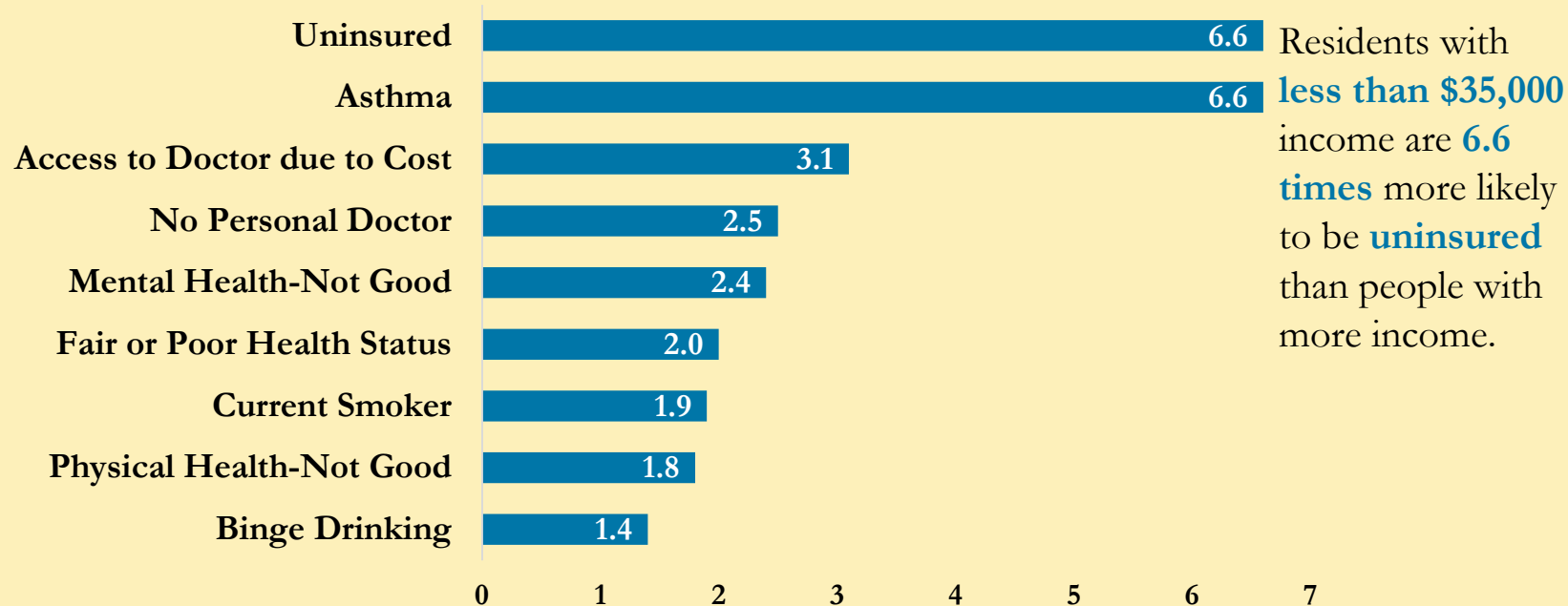
Health disparities are occurring in Douglas County today.



Our history does not protect us from the lingering negative effects that social exclusion, marginalization, discrimination, and disadvantage have had on various groups and populations.

Income Matters

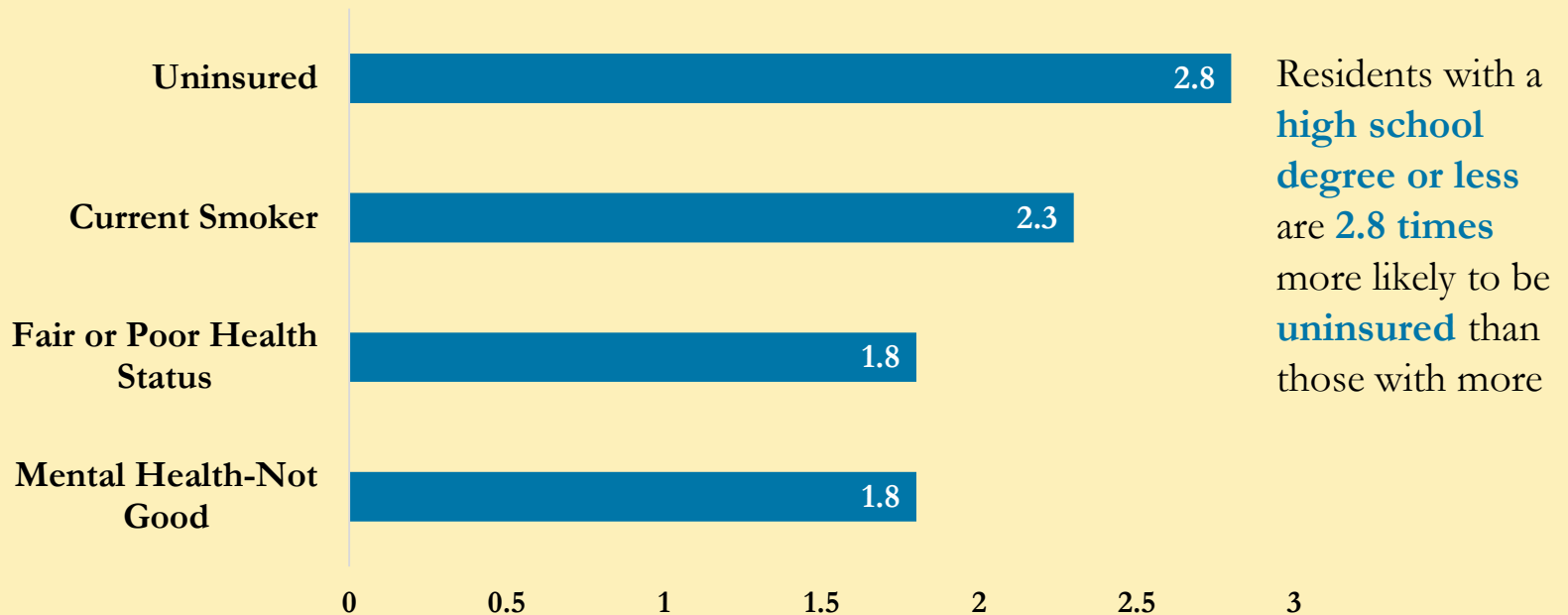
Douglas County Residents with <\$35,000 are More Likely to Experience the Following Issues (2013-2016)



Behavioral Risk Factor Surveillance System, KS Department of Health and Environment

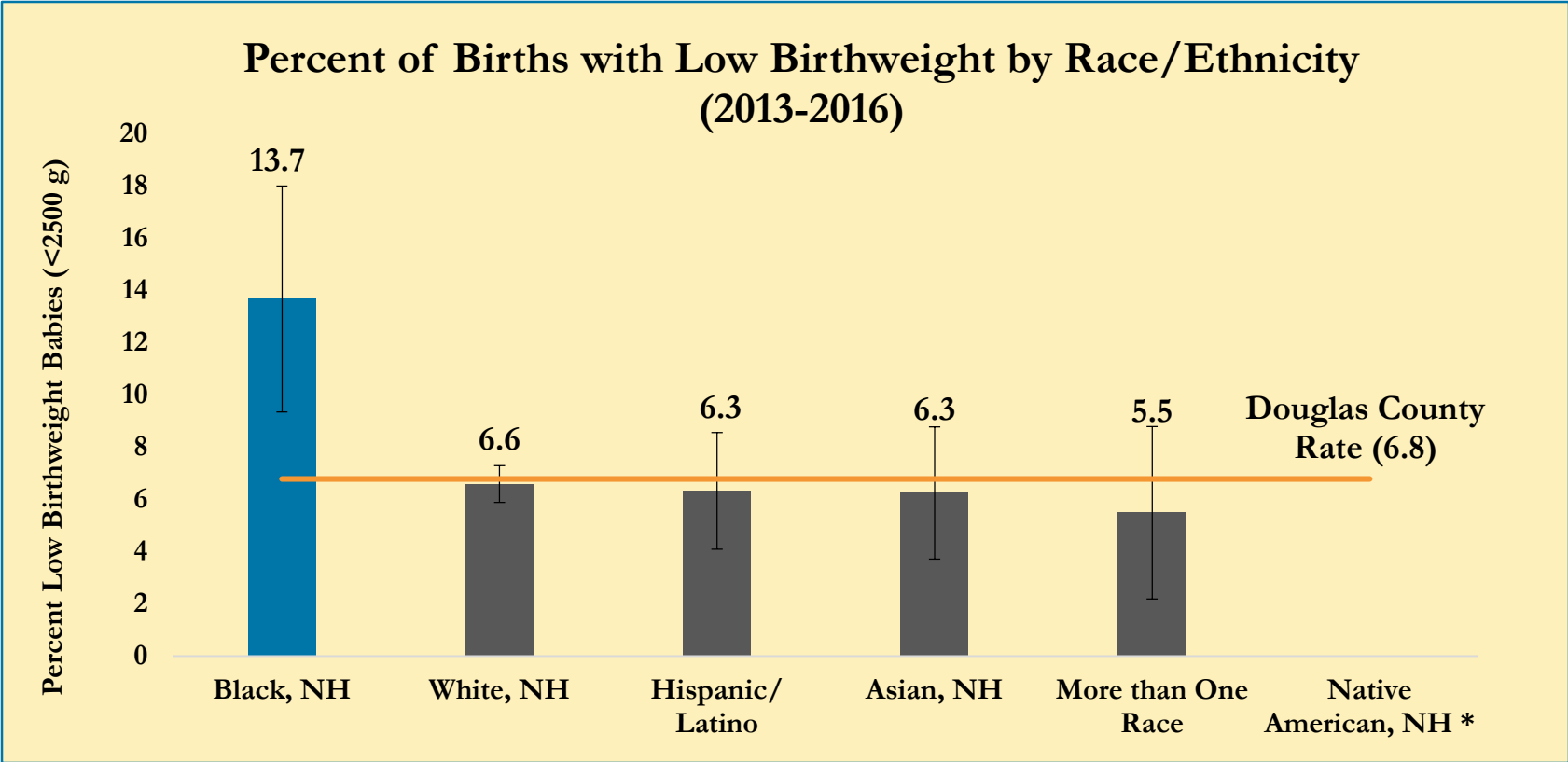
Education Matters

Douglas County Residents with a High School Degree or Less are More Likely to Experience the Following Issues (2013-2016)



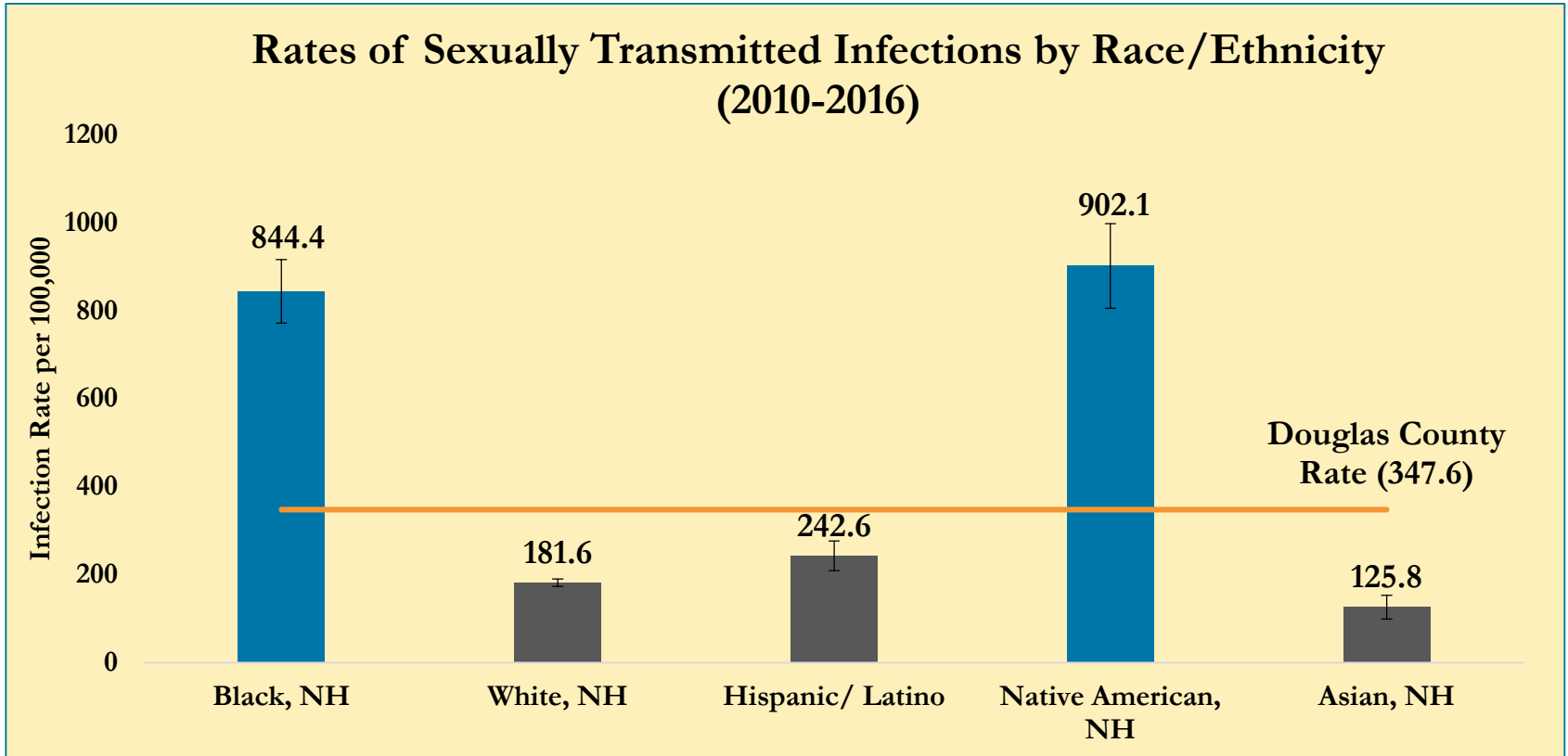
Behavioral Risk Factor Surveillance System, KS Department of Health and Environment

Race Matters: At Birth



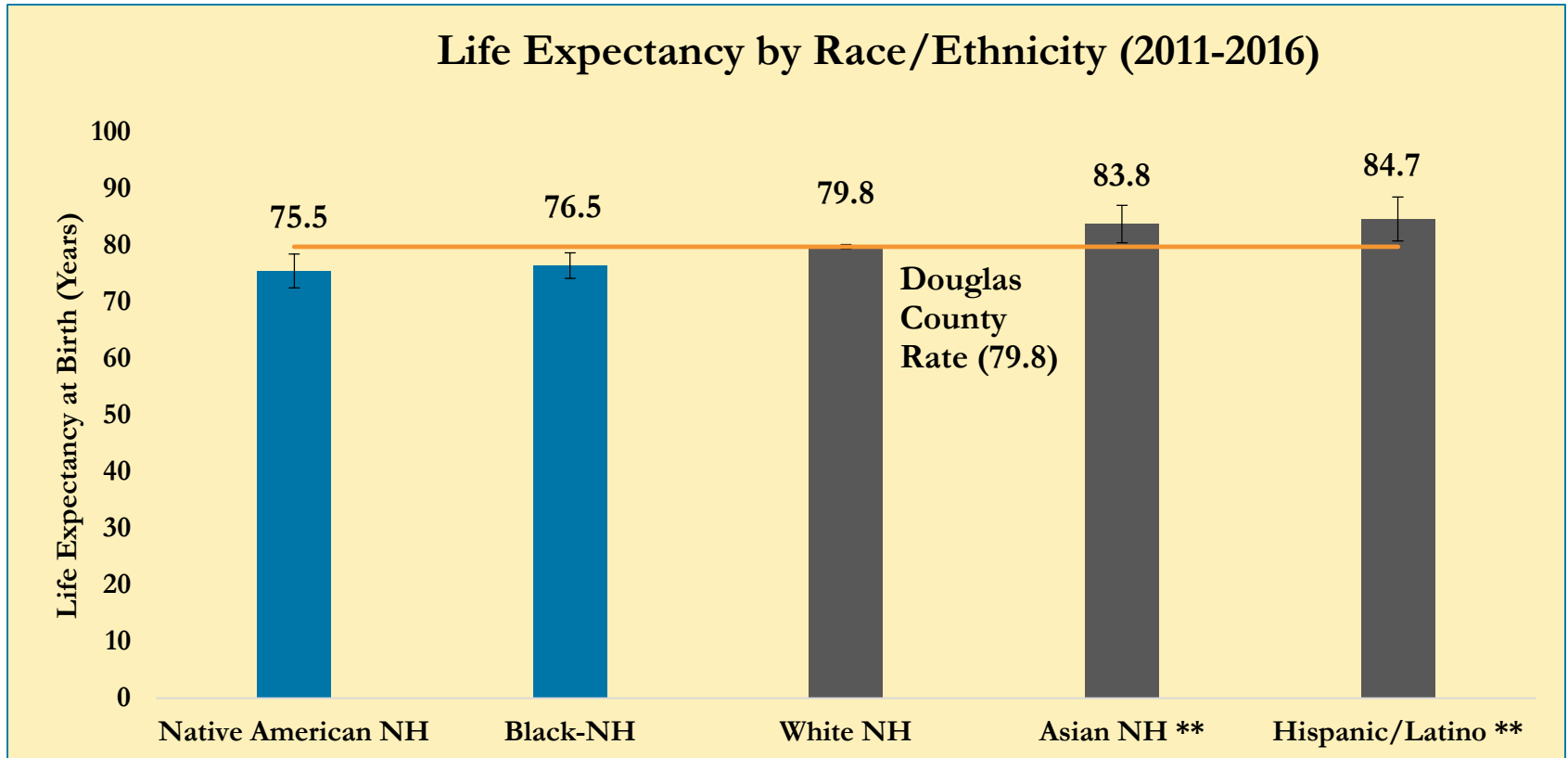
Bureau of Epidemiology and Public Health Informatics, KS Department of Health and Environment

Race Matters: In Life



EpiTrax; Bureau of Epidemiology and Public Health Informatics, KS Department of Health and Environment

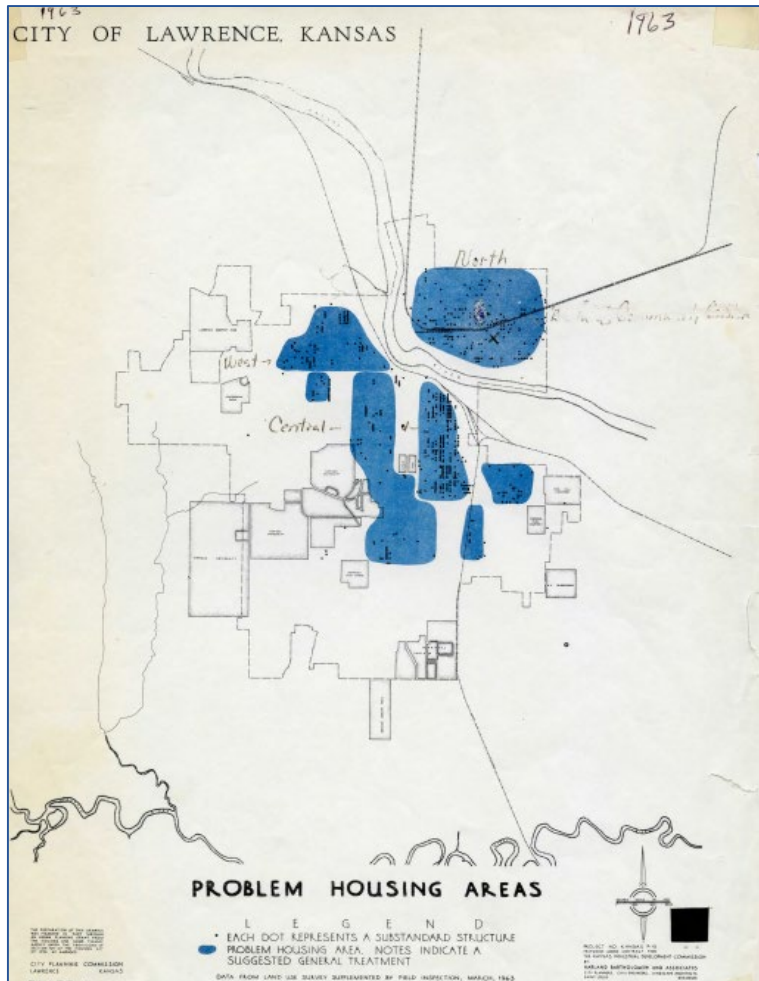
Race Matters: Death



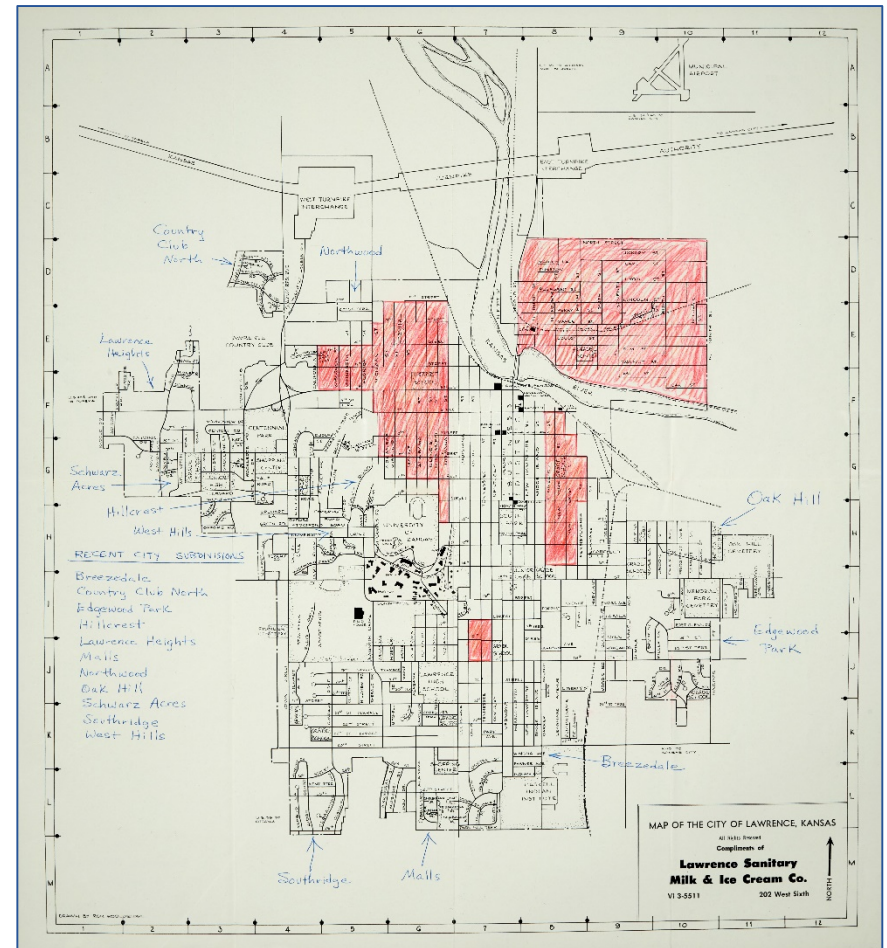
Bureau of Epidemiology and Public Health Informatics, KS Department of Health and Environment

Place Matters: Historically

14



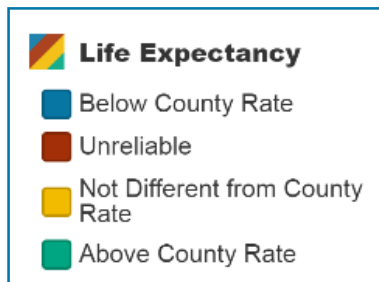
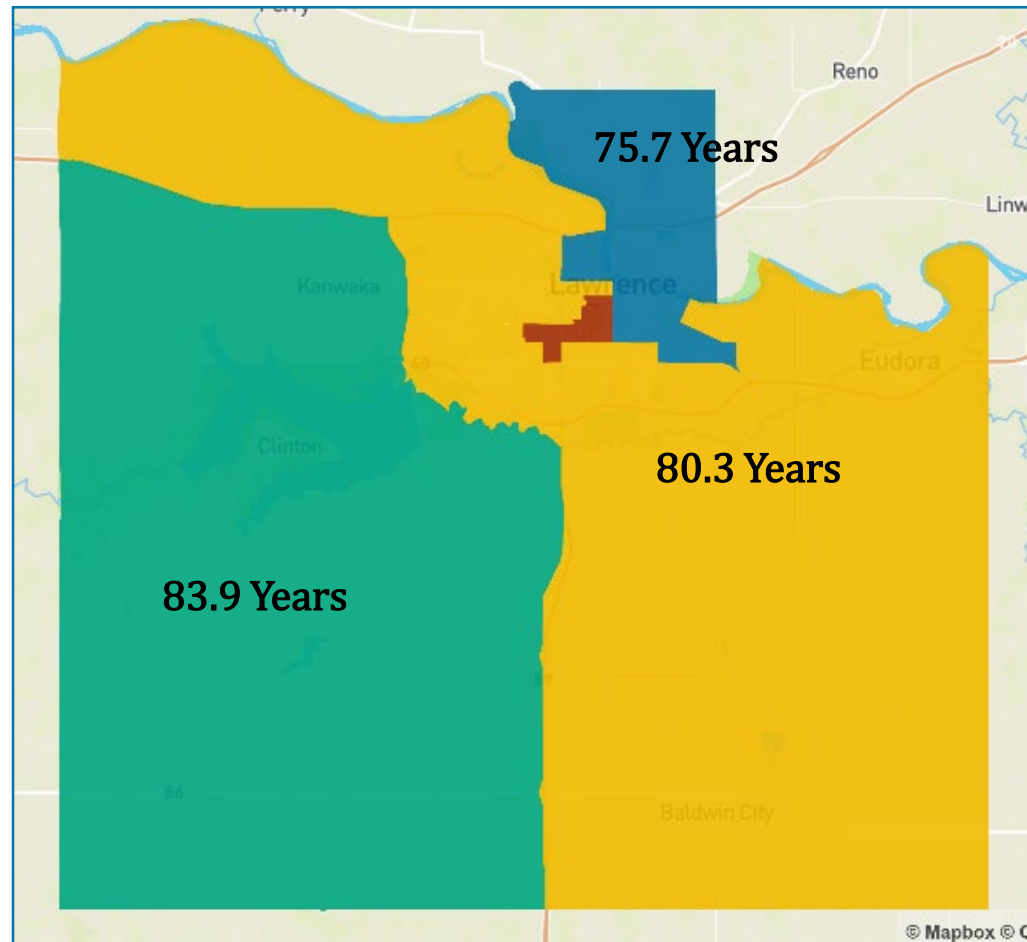
The Douglas County Historical Society, Watkins Museum of History



The Kenneth Spencer Research Library, University of Kansas Libraries

Place Matters: Currently

15



Numbers may be neutral...but data is not.



It's not just a number. **Behind the numbers are people in our communities.** They are our friends, our families, and our neighbors; they're us.

Our Community Health Priorities

17

1. Behavioral Health
2. Food Security & Healthy Built Environment
3. Affordable Housing
4. Poverty & Jobs

Start the Conversation.



We all own health equity in Douglas County. We must be engaged and conscientious of the inequities that are occurring on our watch to begin to make progress on health equity for all.

- Our website: www.ldchealth.org
- Full Health Equity Report:
<https://ldchealth.org/DocumentCenter/View/2408/Health-Equity-Report>
- Community Health Plan:
<https://ldchealth.org/221/Community-Health-Plan>

We want to continue the conversation with you. Feel free to contact us at:

Sonia Jordan

sjordan@ldchealth.org

785-843-3060



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
splinsky@douglscountyks.org

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: County and City Agreement for Lawrence Community Shelter Project Manager

DATE: February 6, 2019

Attached is a letter of understanding outlining the agreement between the Douglas County and the City of Lawrence regarding hiring a temporary project manager for the Lawrence Community Shelter (LCS). The work of this position will be fulfilled through a contractual agreement between SS&C Solutions, Inc. to provide an assessment of the current operations and financial conditions at LCS. Information regarding the activities of this contract, including phasing, deliverables, and timelines are included in the attached proposal. The costs associated with this work will be shared equally between the City and County, at a total cost of \$30,300, or \$15,150 each. The proposal submitted by SS&C is the result of a collaborative effort between the City, County and the LCS board and staff to ensure that this core community asset remains available to our most vulnerable citizens. Further, this agreement was developed with a shared goal of achieving short and long-term financial and operational sustainability.

Over the course of this project SS&C will remain in close consultation with City, County and LCS leadership to ensure that the project is proceeding as anticipated. Updates will be provided to the County Commission as appropriate or requested.

In addition, the Interim County Administrator has approved full disbursement of the \$115,000 included in FY 2019 Community Partner budget for LCS. Traditionally, the first half of allocated funds are disbursed to community partner agencies in February, followed by a second half of funds disbursed in July. The City Manager has approved a similar action, disbursing \$195,000, in an effort to provide immediate financial stabilization in anticipated of revenue shortfalls that has been projected for FY 2019.

The following motion is recommended: ***“Affirm the Interim County Administrator’s authority to sign a Letter of Understanding with the City of Lawrence to fund a contractual agreement in an amount not to exceed \$15,150 with SS&C solutions to perform temporary project management services on behalf of the Lawrence Community Shelter.”***

January 16, 2019

Jill Jolicoeur & Sarah Plinsky
Douglas County Government
1100 Massachusetts
Lawrence, KS 66044

Tom Markus
City of Lawrence
6 East 6th Street
Lawrence, KS 66044

Dear Jill, Sarah and Tom,

This letter proposes a consulting engagement for the Douglas County Government and the City of Lawrence to conduct strategic planning and a search for an Executive Director as presented in the December 19, 2018, Project Manager Scope of Work Description. SS&C Solutions is excited to present this proposal which would leverage the skills of three distinct individuals affiliated with SS&C as employees or subcontractors.

SS&C Solutions, seeks to improve the capacity of the communities in which we work. While we are most known for our audit, tax and accounting services, we are home to nonprofit expertise that is poised to address some of the critical issues facing the Lawrence Community Shelter and, therefore, the Douglas County Government and the City of Lawrence.

We are aware of the extensive work that has already been done from the 2005 plan through the City of Lawrence, the 2015 Program Audit through the City of Lawrence and more recently the Community Workgroup championed by Douglas County Government. At the same time, we see an opportunity with the current circumstances to be intentional and strategic in our choices as a community moving ahead. Doing the right thing is more important than doing something.

To provide the needed activity for the Project Manager, we propose two individuals would work on the different components due to our expertise:

Erika Dvorske – Chief Operating Officer at SS&C Solutions would serve as the point of contact and primary facilitator keeping the process on track, on schedule and driving communication with the stakeholders. Erika has over fifteen years working in nonprofit management and has a passion for fostering meaningful change that will improve the lives of vulnerable people.

Chris Kohart, CPA – Manager at SS&C Solutions would serve as the financial management analyst and financial plan developer. Chris is a CPA with over 20 years working with nonprofits across the region to strengthen their financial accountability.

Project Activity	Team Member & Deliverable	Time & Deadline
Phase One		
Conduct interviews *Time with LCS Board & Staff, City/County Staff *Time with other targeted Nonprofit leaders *Time with other Homeless Shelters	Erika Dvorske	40 hours
Analysis of financial management *Review current revenue and expenses as they compare to other homeless shelters *Analyze the operational sustainability based on current balance sheet *Identify key financial indicators (dashboard) for ongoing financial oversight *Review systems around contributions, invoicing and day to day financial management	Chris Kohart Deliverable: Brief summary of analysis, recommendations around system improvements and creation of financial recommendations.	30 hours March 11
Analysis of program operations *Review system of staff management *Review system of client management *Review system of volunteer management *Review system of program evaluation	Erika Dvorske Deliverable: Summary of each of four areas with recommendations of improvements.	16-20 hours March 11
Potential Revenue Sources and analysis *Gather information on revenue models from other homeless shelters *Generate a complete list of revenue approaches and indicate the likelihood of realization for LCS	Erika Dvorske Deliverable: Summary of information and presentation of most likely models of success.	10 hours March 18
Analysis of Board Governance & associated training *Review Board minutes and map current board processes *Identify critical areas of board development and provide targeted training and supplemental tools for board members ongoing.	Erika Dvorske Deliverable: Board Manual	20 hours April 4

Phase Two		
Strategic Plan Development Operational *Building upon the program operational analysis, prepare a prioritized 24 month plan with 6 month increments to implement improvements Financial *Building upon the financial analysis, identify realistic financial targets and create a structure for monitoring progress on those targets	Erika Dvorske Deliverable: 24 month plan with identified responsible parties Chris Kohart Deliverable: Dashboard with targets for ongoing use.	10 hours April 15 4 hours April 29
Strategic Plan vetting with stakeholders *Meeting with stakeholders around proposed model and plan alongside LCS Board and Staff to engage stakeholders in meaningful and specific ways	Erika Dvorske Deliverable: Outline for partnership agreements with engaged stakeholders.	20 hours May 6
Strategic Plan roles and responsibilities and timelines *Plan Presentation with action steps and ongoing structures for accountability with stakeholders	Erika Dvorske Deliverable: Strategic Plan with responsible parties and deadlines delivered to Board, City & County.	10 hours May 20
Phase Three		
Job Description Development *Executive Director Job Description, crafted in coordination with the Board's Plan and aligned with other staff job descriptions.	Erika Dvorske Deliverable: ED Job Description	2 hours
Follow-up and Support	Erika Dvorske & Chris Kohart	5-20 hours

At the end of this process, Douglas County Government, City of Lawrence and the Lawrence Community Shelter will have all of the pertinent documents. It is our policy to keep records related to this engagement for seven years. However, we do not keep any of your original records and will return those to you upon the completion of the engagement.

The cost of the proposed project with the associated time commitments would not exceed \$30,300. We will keep records of the time dedicated to each of these components and will include the total hours in the final report. Billing will occur monthly based on the time invested in the prior month and will be connected to the above described deliverables. Any adjustments to the above timeline will be communicated as quickly as possible.

We appreciate this opportunity to work with you. If you have any questions or need any additional information, please do not hesitate to call.

Best Regards,

A handwritten signature in black ink that reads "Erika Dvorske". The script is cursive and fluid, with the first name "Erika" and last name "Dvorske" written in a single continuous line.

Erika Dvorske
Chief Operating Officer
SS&C Solutions



City of Lawrence

CITY MANAGER'S OFFICE

THOMAS M. MARKUS
CITY MANAGER

City Offices
PO Box 708 66044-0708
www.lawrenceks.org

6 East 6th St
785-832-3000
FAX 785-832-3405

CITY COMMISSION

MAYOR
LISA LARSEN

COMMISSIONERS
JENNIFER ANANDA, JD, MSW
MATTHEW J. HERBERT
LESLIE SODEN
STUART BOLEY

Sarah Plinsky
Interim County Administrator
Douglas County, Kansas
1110 Massachusetts Street
Lawrence, KS 66044

Re: Terms for City and County Agreement for LCS Project Manager

Dear Sarah,

Pursuant to our discussion, below is a letter of understanding between the City of Lawrence (City) and Douglas County (County) regarding the cost sharing for the services of SS&C Solutions, Inc. (Consultant). The County will engage Consultant to conduct strategic planning for the Lawrence Community Shelter, as well as executive search services for its Executive Director. Please sign and date below if you agree to the terms set forth below.

Whereas the Lawrence Community Shelter (LCS) is a non-profit organization that provides programs and shelter for the homeless in Lawrence and Douglas County; and

Whereas the City and County agree that the success of the Lawrence Community Shelter is critical to our community; and

Whereas the City and County, who have been major funders to the LCS, need to be assured LCS is on a path of sustainability in order to make informed decisions about their roles associated with the LCS; and

Whereas the LCS Board of Directors, City, and County agree there is a need for a Consultant with knowledge and expertise in non-profit strategic planning, non-profit financial management and financial sustainability analysis, and in hiring non-profit executive directors. The Consultant shall help the LCS board of directors and staff address important systems and capacity issues to lay a groundwork for LCS's short and long term financial and operational sustainability;



Now, therefore, the City and County agree to the following:

- 1) Douglas County agrees to engage SS&C Solutions, Inc. to provide certain consulting services set forth in Consultant's Scope of Work, including but not limited to assessing the current operations and financial conditions of the Lawrence Community Shelter, recommending actions LCS can take to address LCS's current budget shortfalls, and developing a strategic plan for short term and long term operational and financial sustainability with a three (3) to five (5) year time frame. (See attachment A for scope of service)
- 2) The total cost for the Consultant's services shall not exceed \$30,300.
- 3) The Consultant estimates the work described in the Scope of Work will last approximately four (4) months with an expected completion date of May 15, 2019.
- 4) The City agrees to fund fifty percent (50%) of the actual cost of the project manager, in an amount not to exceed \$15,150. Payment shall be due from the City to the County upon receipt of an invoice by the City from the County. The County agrees to provide the City will access to Consultant's billing records and reports.

The undersigned hereby agree to and accept the terms set forth above concerning the temporary project manager for the Lawrence Community Shelter on this _____ day of _____, 2019.

Sarah Plinsky
Interim County Administrator
Douglas County, KS

Thomas M. Markus
City Manager
City of Lawrence, KS



**DOUGLAS COUNTY COMMISSION PRESENTATION
WEDNESDAY, FEBRUARY 6TH , 2019**

2019 BUDGET SHORTFALL

- ▶ Fixed Facility Costs
 - ▶ Building Mortgage
 - ▶ Building Maintenance
- ▶ Utility Costs
- ▶ Staffing Costs
 - ▶ 24/7 Staffing Costs
 - ▶ Staffing coverage to maintain safety and deliver quality services
 - ▶ Paying living wage to attract and retain staff



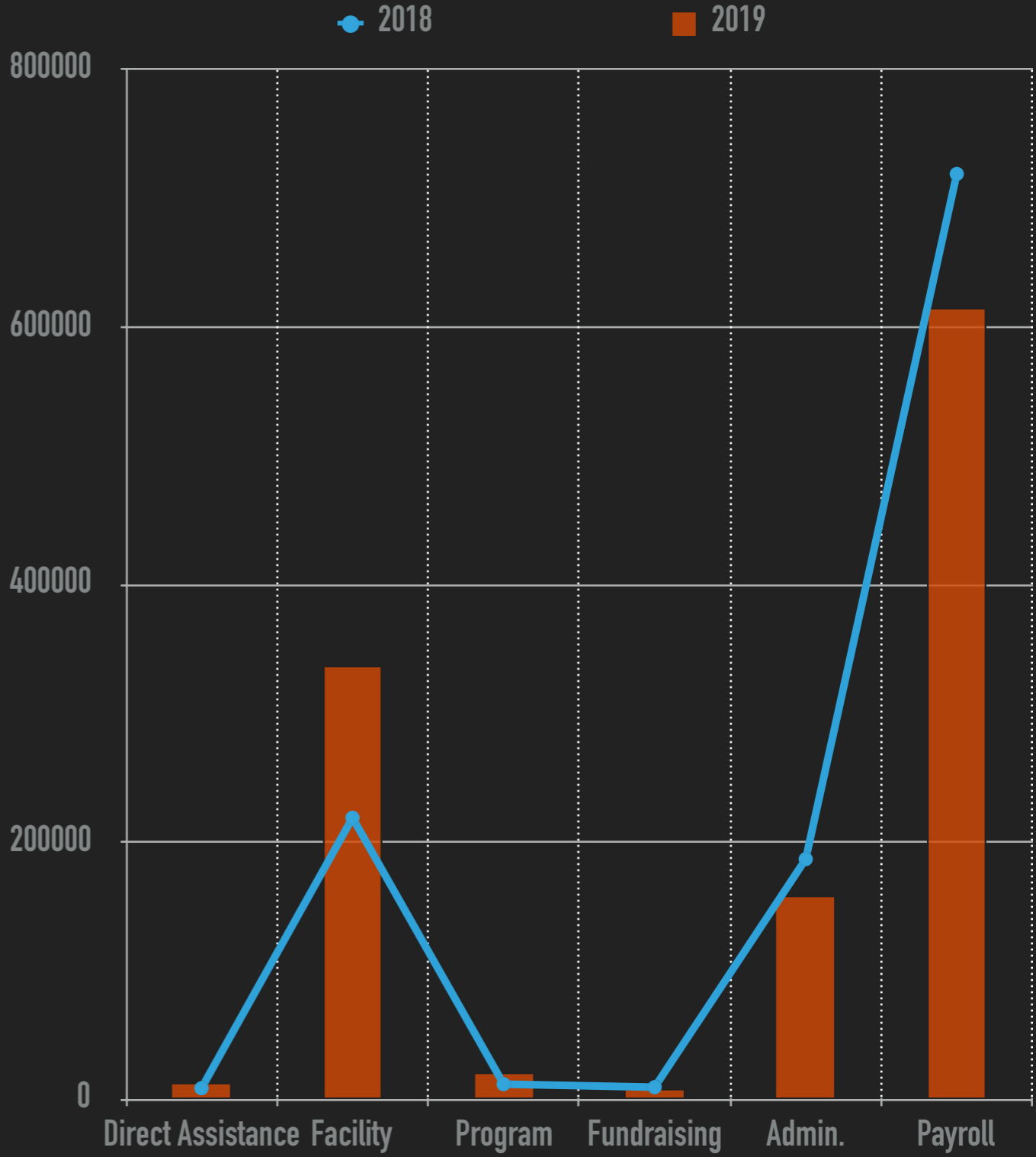
2019 PRELIM. EXPENSE BUDGET (2018 PROJECTED)

- ▶ **Direct Assistance**
 - ▶ 2018: \$13540
 - ▶ 2019: \$13540
 - ▶ Change: 0%
- ▶ **Facility**
 - ▶ 2018: \$299780
 - ▶ 2019: \$336780
 - ▶ Change: +12.4%
- ▶ **Program**
 - ▶ 2018: \$21060
 - ▶ 2019: \$20400
 - ▶ Change: -3.1%
- ▶ **Fundraising**
 - ▶ 2018: \$8000
 - ▶ 2019: \$8000
 - ▶ Change: 0%
- ▶ **Administrative**
 - ▶ 2018: \$163286
 - ▶ 2019: \$158242
 - ▶ Change: \$-3.1%
- ▶ **Payroll/ Salaries**
 - ▶ 2018: \$682081
 - ▶ 2019: \$615248
 - ▶ Change: -9.8%

Fixed Cost of Operation 2019:

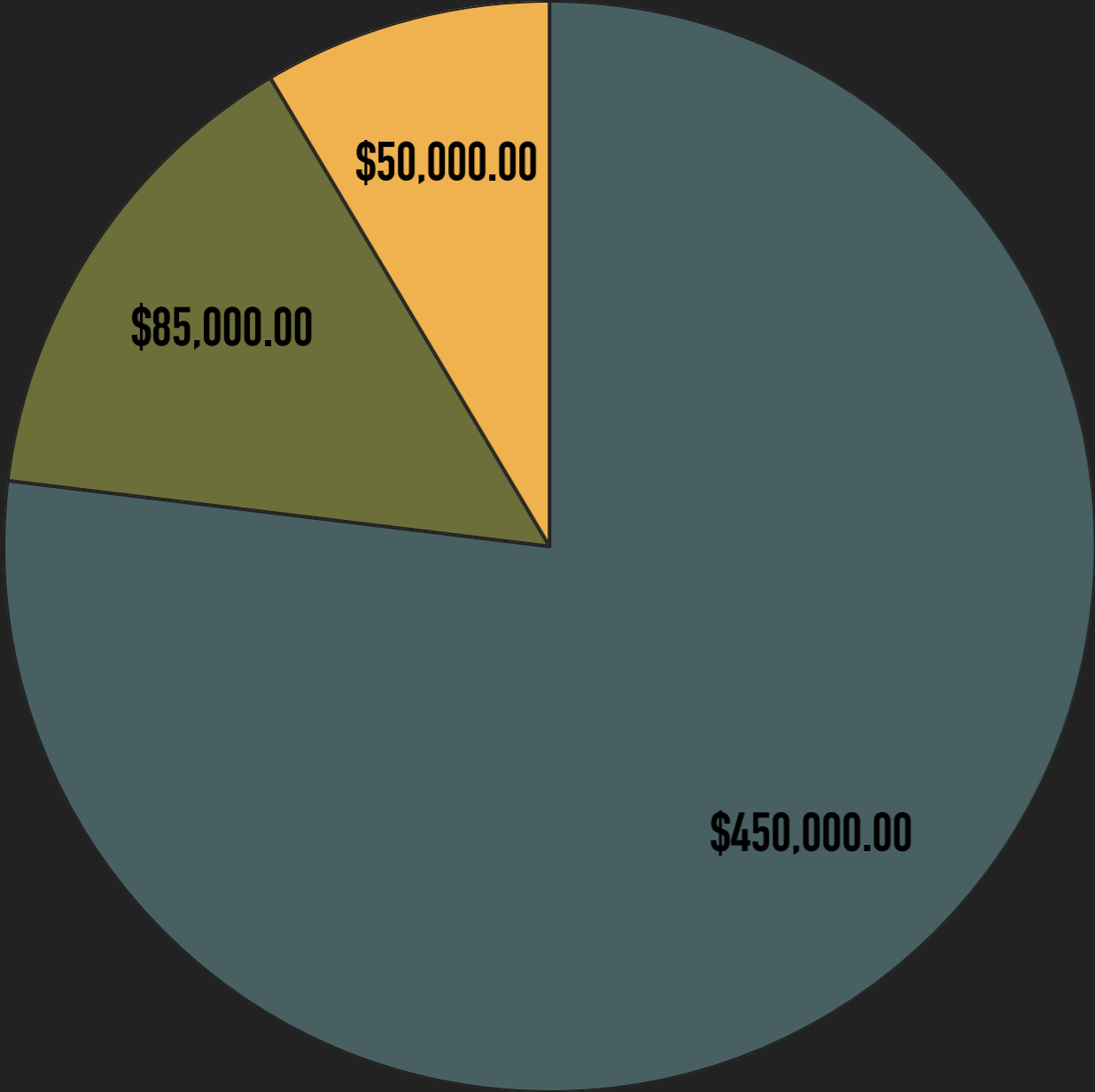
\$952,028

82.6% of Proposed budget

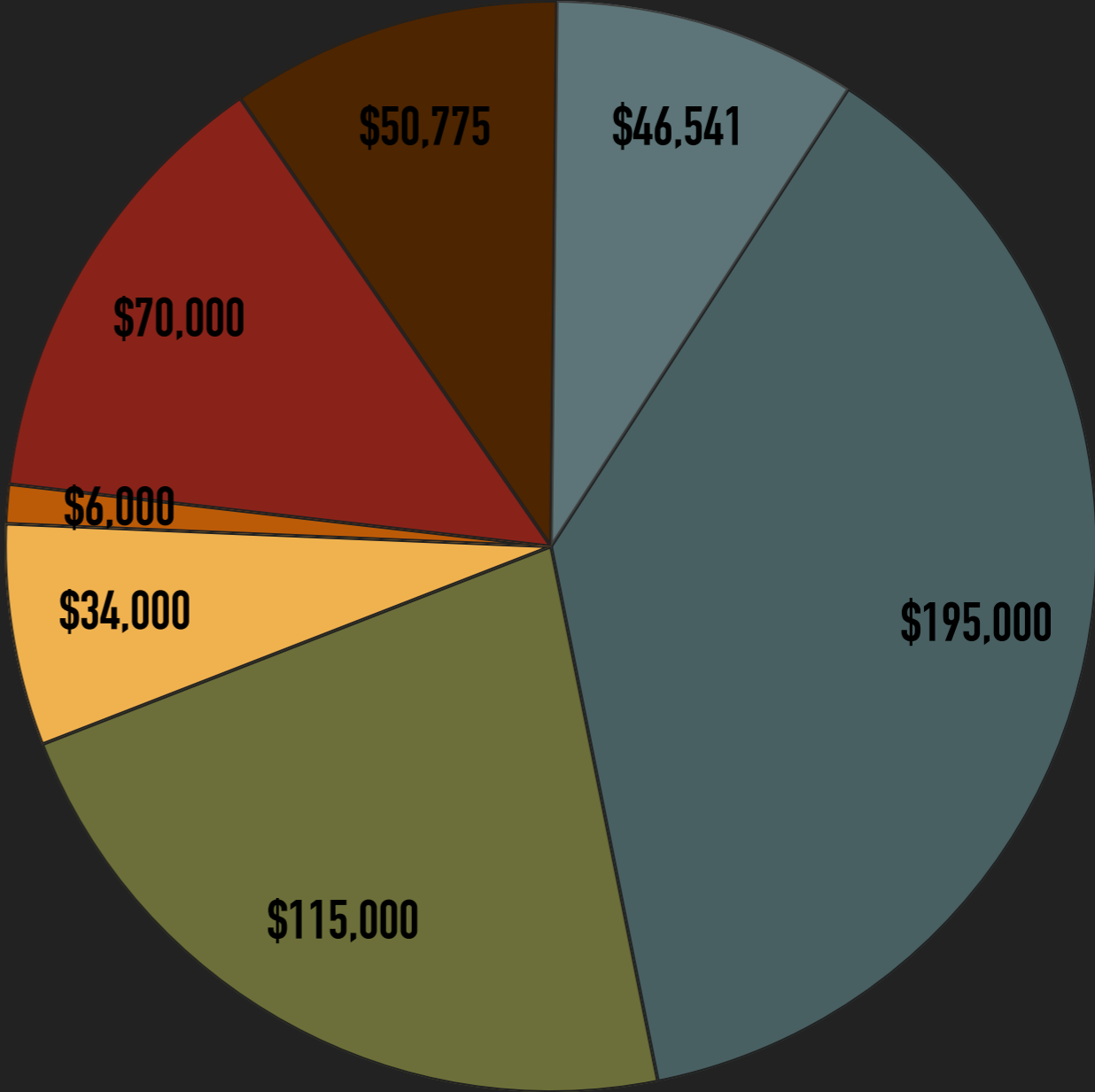


2018 PROJECTED REVENUE

Volatile Funding 2018



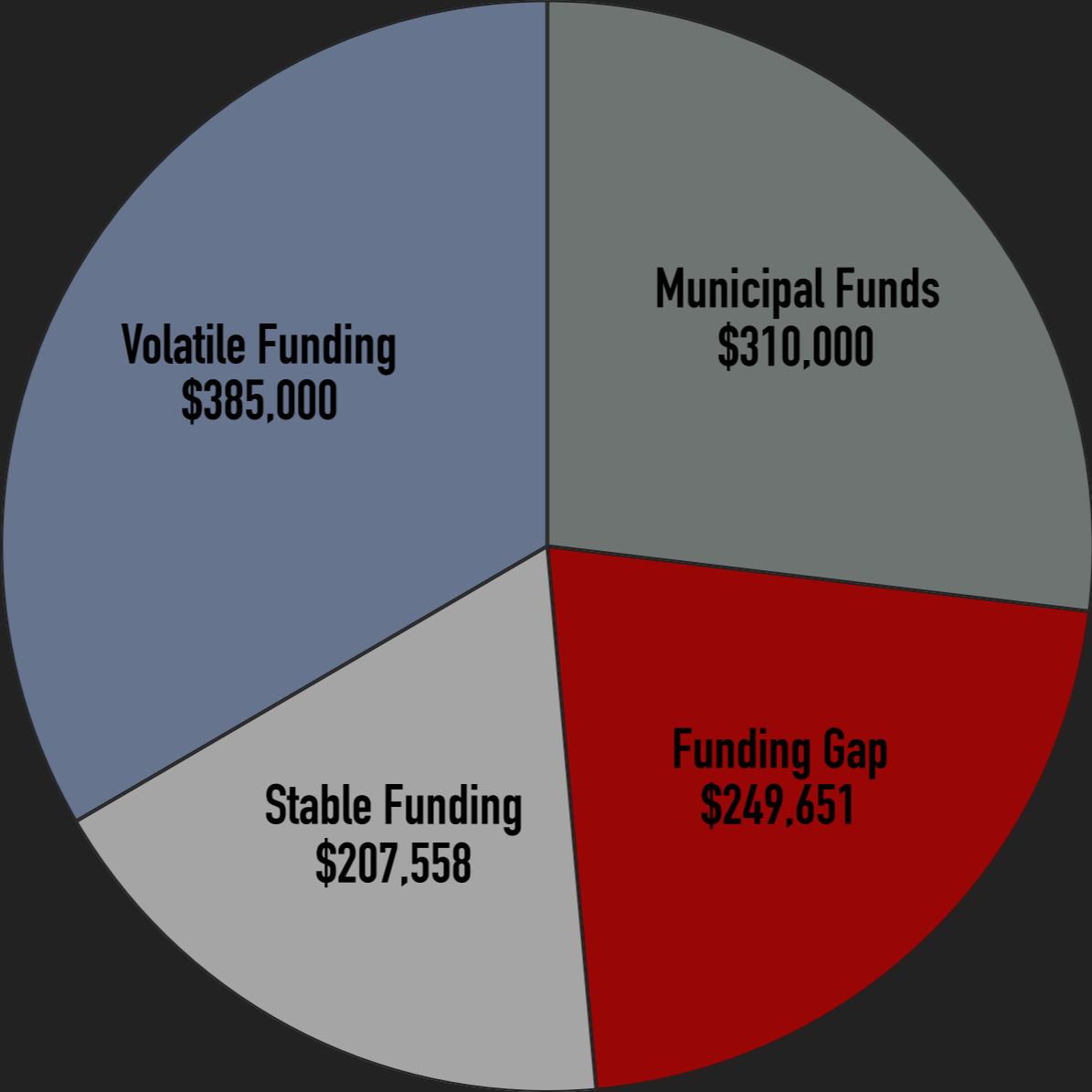
Stable Funding 2018



● Donations ● Events/ Fundraisers ● Foundations

● City of Lawrence ● Douglas County ● Dads Grant ● Voc. Rehab
● United Way ● ESG (HUD) ● CDBG (HUD)

2019 PROJECTED REVENUE



● Municipal Funds ● Funding Gap ● Stable Funding ● Volatile Funding

PROGRESS

- ▶ Energy Audit Implementation
 - ▶ Only remaining projects are Solar PV and Hung Ceilings (\$300k+)
 - ▶ Major plumbing retrofit leading to improved overall efficiency.
 - ▶ LED Lighting installation
- ▶ Reductions in Kitchen, Admin, Program & Direct Service staff.
- ▶ Maintenance Cost reductions
 - ▶ Full service contracting for stable yearly costs.
 - ▶ Bed project will reduce maintenance costs for fixed assets in dorms.
- ▶ Sought support from City and County partners





AGREEMENTS

**SUP/
MGMT. PLAN**

LIMITATIONS FROM MGMT. PLAN

- ▶ Case Management Mandate
 - ▶ Guest entry to programming within 72 hr
 - ▶ 90 day initial assessment
 - ▶ Any guest not following programming expectations is to leave for 30 days
- ▶ Level 1/2 Dorms
 - ▶ Plan indicates Co-Ed dorms which was deemed a safety risk.
 - ▶ Currently Mens Level 1 & 2 Women's Level 2, split by gender
- ▶ Case management expectations
 - ▶ Housing
 - ▶ Jobs Training/ Employment Development
 - ▶ Benefits Procurement
 - ▶ Intervention (mental, physical health, SUD, counseling)



MOVING FORWARD

**LCS INTO THE
FUTURE**

WORKGROUP TAKEAWAYS

- ▶ Project Manager
- ▶ Strategic Plan - Communications & Development
- ▶ Empowered Management w/ Board Governance
- ▶ Community Actions
 - ▶ Good Neighbor Committee
 - ▶ Public Forums
 - ▶ Success Stories & Testimonials
 - ▶ Re-engage successful clients for outreach and peer-support
- ▶ Crisis response system inventory and assessment of needs.
- ▶ Crisis Center vs Chronic Support

RESTORATIVE MODEL OF HOUSING FOCUSED SHELTER

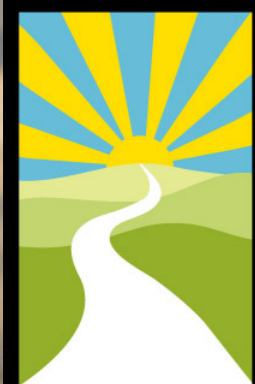
- ▶ Housing Focused
 - ▶ Rapid Entry - Rapid Exit
- ▶ Strengths Based
 - ▶ Provide tools for guests to actualize their own success
- ▶ Self Resolution & Autonomy
 - ▶ In 2018, over 400 guests self-resolved within 2 weeks.
 - ▶ Focus on providing guests with skills for success.
 - ▶ Provide clear expectations and accountability for every guest's diversion plan.



POTENTIAL ALTERNATE MODELS

- ▶ Return to outline of Management Plan
 - ▶ Co-Ed dorms
 - ▶ 90 day initial stay, non compliance 30 day exit
 - ▶ Case Management after that 90 days
- ▶ Current Model
 - ▶ Split Dorms by program/ gender
 - ▶ FiFo Waitlist, into 90 day CM period.
 - ▶ Case Management
- ▶ Case Coordination
 - ▶ First Come First Served Shelter
 - ▶ Bed secured for individual based on use, loss based on absence
 - ▶ Case Coordination
 - ▶ Case Coordinations would transition from caseloads to unit of service work to provide assistance to the most people as efficiently as possible
- ▶ Emergency Shelter Only
 - ▶ No Case Management, outside supports only
 - ▶ Limited duration of stay
 - ▶ FiFo entry

A Path to a Positive Future



**LAWRENCE
COMMUNITY
SHELTER**

Memorandum

City of Lawrence/Douglas County

Planning and Development Services

Department: Planning and Development Services **Commission Meeting Date:** February 6, 2019

Staff Contact: Sandra Day, Planner

Recommendations/Options/Action Requested:

Approve a Comprehensive Plan Amendment, CPA-18-00365, to *Horizon 2020*, Chapter 14 Specific Plans, to amend the Southeast Area Plan to include the southwest corner of the intersection of E. 23rd Street and O'Connell Road related to property located at 2110, 2120, & 2130 Exchange Court, and adopt joint Ordinance No. 9613/Resolution No. _____.

A rezoning application (Z-18-00364) was submitted by CFS Engineers on behalf of Eastside Acquisitions LLC, the property owner of record, to rezone approximately 4.31 acres located at 2110, 2120, & 2130 Exchange Court from CO (Commercial Office) District to CC200 (Community Commercial) District with restrictions.

A corresponding comprehensive plan amendment application was submitted seeking to amend *Horizon 2020*: Chapter 14: Specific Plans, revising the *Southeast Area Plan*. This amendment proposes expanding the boundary of the Southeast Area Plan to include the properties on the southwest corner of this intersection incorporating them into the presently designated commercial node, identifying them as a commercial land use in the plan's future land use map, and delineating the applicable areas. The reason for this comprehensive plan amendment is to bring *Horizon 2020* into alignment with the requested rezoning from the CO District to another commercial district to provide more flexibility and potential uses for development.

Executive Summary:

Currently, *Horizon 2020* designates the intersection of E. 23rd Street and O'Connell Road intersection as a potential location for a new CC200 commercial center (p. 6-21). The southwest corner of the node is the only quadrant of this intersection not currently incorporated into an adopted sector plan. The northern half of this intersection is within the *Farmland Industries Redevelopment Plan* and the southeastern quarter is in the *Southeast Area Plan*.

The Planning Commission considered the item at their November 14, 2018 meeting and voted 8-2 to forward a positive recommendation to amend the comprehensive plan with a recommendation for approval.

The City Commission approved the request at their meeting on December 18, 2018.

The comprehensive plan is a joint city/county document and requires action by both governing bodies regarding amendments.

PLANNING COMMISSION REPORT
Regular Agenda – Action Item

ITEM NO. 5A: COMPREHENSIVE PLAN AMENDMENT TO *HORIZON 2020*
CHAPTER 6, COMMERCIAL LAND USE (SLD)

CPA-18-00365: Consider a Comprehensive Plan Amendment to Horizon 2020, Chapter 6, Commercial Land Use, and to Chapter 14 Specific Plans, to amend the *Southeast Area Plan* to include the southeast corner of the intersection of E. 23rd Street and O’Connell Road related to development located at 2110, 2120, & 2130 Exchange Ct. Submitted by CFS Engineers, for Eastside Acquisitions LLC, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of this comprehensive plan amendment to Horizon 2020, and forwarding that recommendation to the Lawrence City Commission to amend Chapter 14, and the Southeast Area Plan, to expand the Community Commercial Center to incorporate this proposed area.

STAFF RECOMMENDATION: If appropriate, approve and authorize the Chair to sign Planning Commission Resolution PCR-18-00552.

KEY POINTS

1. The subject parcel has been undeveloped since *Horizon 2020’s* Future Land Use map was adopted in 1998.
2. *Horizon 2020* identifies the intersection of E. 23rd Street and O’Connell Road as a future Community Commercial Center (CC200) node.
3. The property included in this request is located on the southwest corner of the E. 23rd Street and O’Connell Road intersection (southwest quadrant of the node).
4. The amendment is requested by the applicant to expand the CC200 district west of O’Connell Road with associated zoning restrictions to mitigate the impact on the adjacent residential development.
5. Other Community Commercial (CC200) designated land is located immediately east of the proposed request.
6. This property was included in the development application requests in 2003 that included annexation and rezoning.
7. Proposal could have an effect on the timing of development for other entitled, but undeveloped, CC200 zoned land on the east side of O’Connell Road.
8. The CO district has a corresponding comprehensive plan designation of Office or Office-Research per Section 20-201 of the Land Development Code.
9. The City is engaged in the final steps of preparing and adopting an updated comprehensive plan that will have impacts on commercial zoning districts in the future.

The applicant has requested an amendment to:

- 1) *Horizon 2020: Chapter 6, Commercial Land Use*, to change the designation from Higher Density Residential to expand the Community Commercial Center.

- 2) *Chapter 14, Specific Plans: Southeast Area Plan* to expand the plan boundary to include the southwest quadrant of the E 23rd Street and O'Connell Road node and to revise the future land uses designations from higher-density residential to commercial use.

Applicant's Statement: *The proposed amendment would extend the community commercial zoning (CC200) from the southeast corner of E. 23rd Street and O'Connell Road to the southwest corner see Map 6-1). The Fairfield Farms West Addition No. 2 would require rezoning from CO to CC200. For the Southeast Area Plan, Map 3-1 would extend the community commercial zoning (CC200) from the southeast corner of East 23rd Street and O'Connell Road to the southwest corner. Under Commercial (page 3-4); Applicable Aras, of Section 3.11 Land Use Descriptions will be revised to read:*

"Areas southeast and southwest of the intersection of E. 23rd Street and O'Connell Road. (Community commercial Center)."

SUMMARY

The applicant has requested an amendment to *Horizon 2020*: Chapter 14: Specific Plans, amending the *Southeast Area Plan* to revise the Future Land Use Map (Map 3-1) at the southwest corner of O'Connell Road and E. 23rd Street. The reason for this comprehensive plan amendment is to request the incorporation of the currently zoned CO (Office Commercial) District to CC200 (Community Commercial Centers) District, as requested by the Zoning Map Amendments application Z-18-00364. This amendment proposes expanding the current boundary of the *Southeast Area Plan* to parcels on the north side of Exchange Court, incorporating them formally into the designated node, designating them as Community Commercial land use in the sector plan's future land use map. This would then permit the rezoning of the parcels currently addressed as 2110, 2120, and 2130 Exchange Court to CC200 (Community Commercial Centers) District or another compatible zoning designation.

Currently, *Horizon 2020* designates this intersection as a potential location for a new CC200 center (p. 6-21). To expand the CC200 zoning to the southwest quadrant of the intersection, *Horizon 2020* notes that, "A nodal plan shall be completed before a proposal for a Neighborhood Commercial Center goes before the Planning Commission." (p. 6-33) The *Southeast Area Plan* currently contains a plan for this recommended commercial node, and this amendment would expand the node and the Sector Plan boundary to encompass this other quadrant. At this time, the northern portion of this intersection is part of the *Farmland Industries Redevelopment Plan*, which is also incorporated into Chapter 14: Specific Plans.

The request is for an amendment to *Horizon 2020*, Chapter 6: Commercial Land Use, to revise Map 3-2 "Lawrence Future Land Use" from High Density Residential to Office or Commercial. The reason for this Comprehensive Plan Amendment is to bring [Horizon 2020](#) into alignment with the requested rezoning.

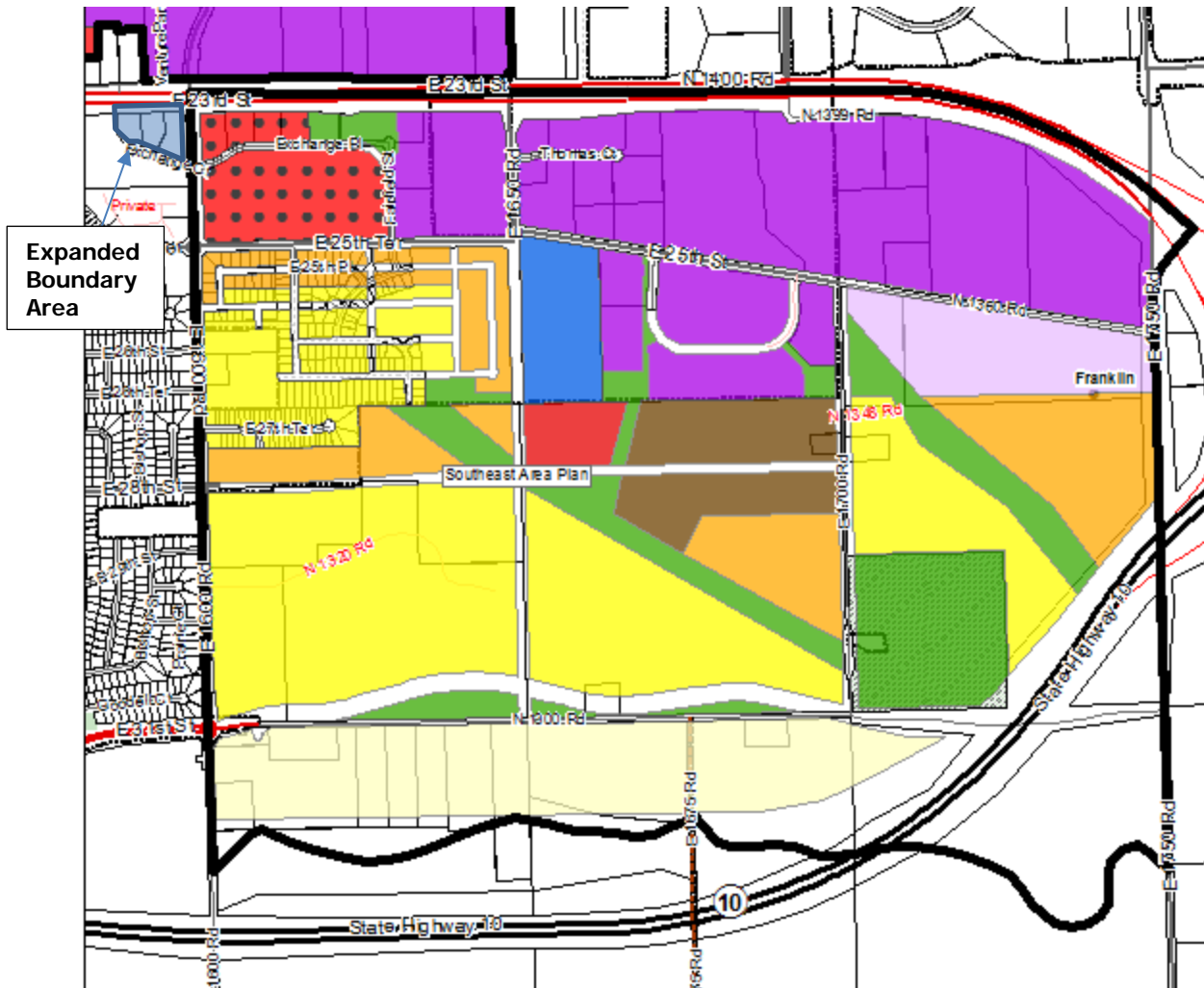


Figure 1: Existing Boundary - Southeast Area Plan

Items related to this Comprehensive Plan Amendment include:

- **Z-18-00364:** Consider a request to rezone approximately 4.31 acres from CO (Office Commercial) District to CC200 (Community Commercial) District, located at 2110, 2120 & 2130 Exchange Ct. Submitted by CFS Engineers, for Eastside Acquisitions LLC, property owner of record.

STAFF REVIEW

The applicant is requesting revisions to Chapter 14: Specific Plans to include this quadrant of the node be incorporated into the Southeast Area Plan. The request would allow for expansion of higher-intensity commercial zoning along Exchange Court. At this time there is no specific development request; however, the applicant will be required to seek further development specific approvals. This request affects the commercial node designation for the intersection of E. 23rd Street and O'Connell Road. *Horizon 2020* designates this intersection as a future community Commercial Center (CC200). Specific land use recommendations are not included for the node. The *Southwest Area Plan* provides specificity only for the southeast quadrant of the node. The *Farmland Industries Redevelopment Plan* governs the northwest and northeast quadrants of the node.

The proposed request would facilitate the extension of the existing Community Commercial zoning to the west along E. 23rd Street and across O'Connell Road. *Horizon 2020* defines types of

commercial uses in Chapter 6. The following figures generally show the existing and proposed boundary.

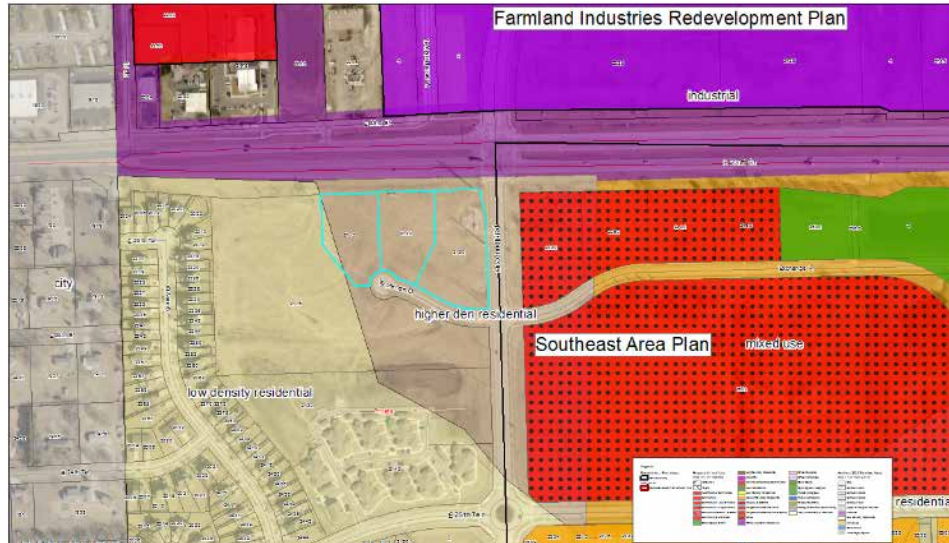


Figure 2: Currently Adopted *Horizon 2020*: Future Land Use Map 3-2

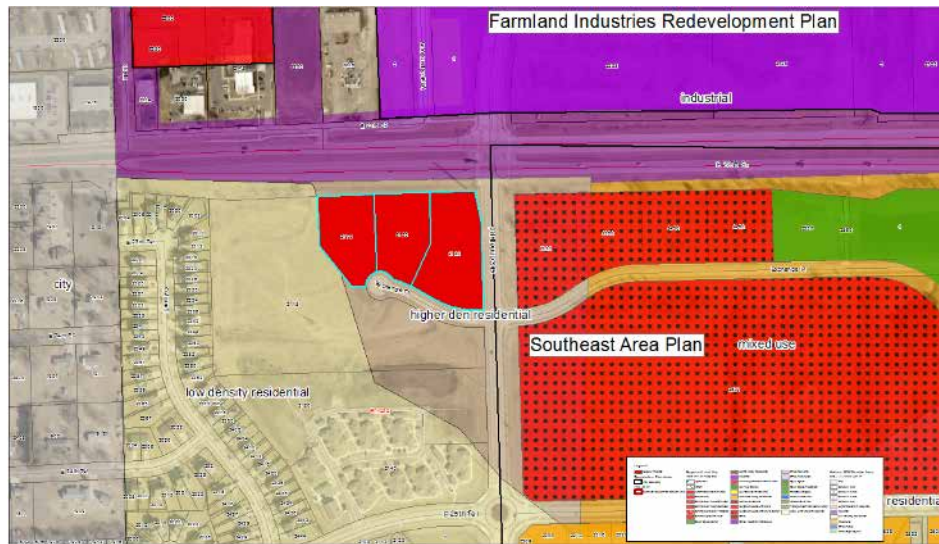


Figure 3: Proposed Modification to *Horizon 2020*: Future Land Use Map 3-2

The total land area included in the request is 4.3 acres, excluding the adjacent right-of-way. The property is platted into lots with basic infrastructure available making the property "development ready".

Staff reviewed this amendment based upon the Comprehensive Plan Amendment review criteria listed below and as identified in Chapter 17 (Implementation) of *Horizon 2020*. The applicant's responses are also provided below:

COMPREHENSIVE PLAN AMENDMENT REVIEW

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

Applicant's response: Yes. The fact that only the SE corner is zoned CC200 was a completely arbitrary submission on the part of the developer in the mid-2000s. In other words, there was no planning reason that the designation was only on one corner instead of both. The developer thought at the time (a few years before the recession) that there was sufficient demand in the market to fill all the office availability on the SW corner and all of commercial availability on the SE corner. Nearly 15 years later, there has not been a single user on either corner.

Staff's response: At the time of Map 3-2 adoption in 1998 ([Ordinance 6990](#)) there were different market forces and considerations than those at work today. Staff agrees with the applicant that significant land use considerations have been made since the adoption of future land use maps for the area.

- Adopted area plans include; *The Southeast Area Plan* and *Farmland Industries Redevelopment Plan*.
- The South Lawrence Trafficway has opened and provides improved transportation circulation in and around the community.
- The area to the west and southwest are developing with residential uses.
- The property immediately surrounding the request is currently vacant and zoned RM15 (Multi-Dwelling Residential) District. A development application for the adjacent property has been submitted for medium-density residential development and is being processed.

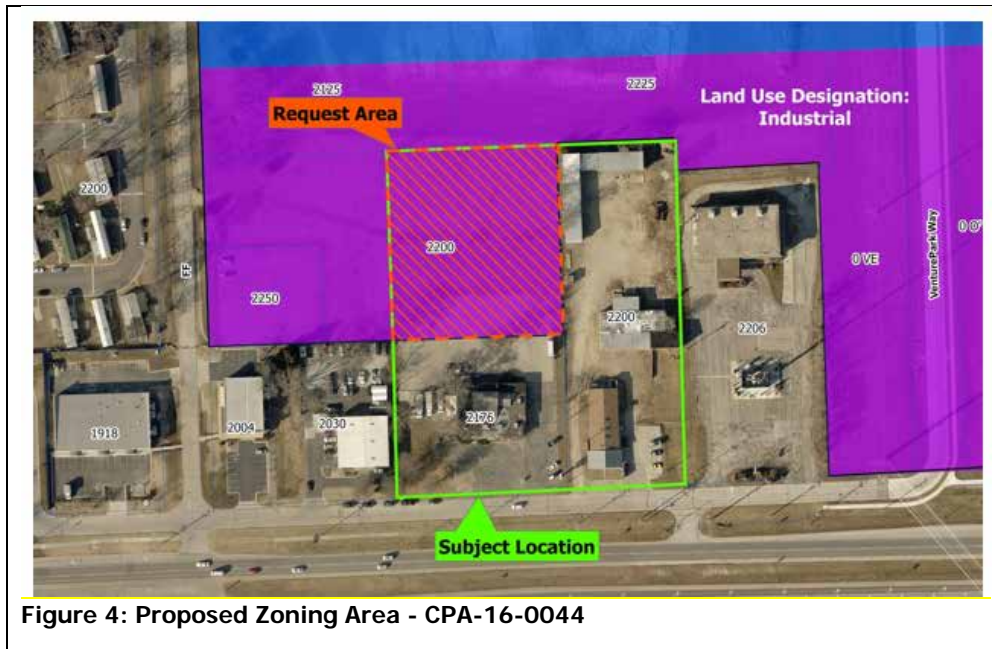
A significant investment in economic development is being made on the northeast corner of E. 23rd Street and O'Connell Road as part of the Lawrence Venture Park. The construction of phase 1 of VanTrust is expected to generate employment in the area¹.

Since the original adoption of the Future Land Use Map 3-2 the demand for office zoning has not performed per community expectations as evidenced by the lack of building permits for this land and the lack of applications for new CO zoning. The increase in permit activity within this node and the residential subdivisions in the southwest and southeast quadrants of the node, bolster an argument that this proposed land use designation could provide conveniences and services for the expanding employment and residential uses in the area. The following graphic show the land area included in a recent development application that expanded the commercial zoning to accommodate redevelopment of a site that is being developed as a *Hotel Use*.

An excerpt from that staff reports stated:

The existing *Farmland Industries Redevelopment Plan* noted that, "Limited commercial should be allowed to support the needs of the workers in the area. Commercial of a neighborhood, community, or regional nature shall not be allowed. Commercial shall not be permitted along the frontage of K-10 Highway as the Plan discourages strip commercial development along K-10." However, the commercial that is adjacent to VenturePark was already zoned and used for commercial uses prior to the plan's adoption. [CPA-16-00443 Staff Report Excerpt]

¹ Additional detail regarding the VanTrust project is available in the 2017, annual Economic Development Report. <https://assets.lawrenceks.org/assets/ecodev/2017-ed-report-05-31.pdf>



The change squared up the parcel of land creating a lot that could be more efficiently developed with little or no harm to the purpose or intent of the larger planning area. This application is similar in intent to expand the commercial opportunity to the southeast quadrant of the node.

Horizon 2020 anticipated medium-density residential development to occur and occupy transitional locations between single-family neighborhoods and office/commercial areas. The plan also anticipated compatibility with existing land uses, which include use, building type, density, and intensity of use, architectural style, scale, access, relationship to the neighborhood, and the amount and treatment of screening and open space. These site and architectural design facets will be considered as part of a specific development request through the site plan review process.

Horizon 2020 identifies E. 23rd Street and O’Connell Road as a node appropriate for a future Community Commercial Center (page 6-21). This amendment would revise the *Southeast Area Plan* to include the lots along the north side of Exchange Court as part of that Area Plan Boundary. This change is a refinement of the node and absorbs the remaining commercial zoned undeveloped lots into a specific area plan.

2. Does the proposed amendment advance a clear public purpose?

Applicant’s response: Yes. The owner has been in talks with the City to ensure that any future development in the area is beneficial to all parties involved and to allow for more development options.

Staff’s response: The adjacent area to the west and south of this site is designated and/constructed with medium-density and low-density residential development. One of the stated features of *Horizon 2020* is to support “infill development and redevelopment that will provide a range of residential, commercial, office, industrial and public uses within these parcels, consistent and compatible with the established land use pattern in surrounding areas.” The subject properties are part of the larger nodal development. Appropriate land uses include development that serves the growing residential and employment land uses that are also part of, and adjacent to, the node.

The subject parcels are part of an area currently designed for “Higher Density Residential land use” in *Horizon 2020*. Another stated feature of *Horizon 2020* is to provide a progression of land uses to help achieve a transition in land use and intensity levels, and to help avoid major or abrupt changes in density and building type.

The proposed amendment would expand the *Southeast Area Plan* boundary. The amendment completes the land use planning for the only unplanned quadrant of this designated community commercial node. The benefit to the amendment is that it would provide clear development expectations to this designated commercial node. Instrumental to this compatibility will be the base zoning district designation and subsequent development application reviews to ensure compatibility with the surrounding neighborhood instead of what would be possible by-right in a higher intensity commercial zoning district

3. Is the proposed amendment consistent with the long-range goals and policies of the plan?

Applicant's response: Yes. We believe that by extending the CC200 zoning west to incorporate Fairfield Farms West Addition No. 2; the developer will have more options to meet the City's goals of developing this intersection.

Staff's response: Staff acknowledges the changing market preferences for office developments throughout the community. The applicant's response is narrowly focused to a specific intent and expectation. The question to be answered is how this change relates to the goals and policies for Community Commercial Center development and Nodal Development. Specifically, Policy 3.8 in Chapter 6: Commercial Residential Land Use encourages the progression of land uses between low-density residential development and higher intensity commercial development through land use transitions. This goal may be implemented through the designation of specific zoning districts, as well through site design.

The comprehensive plan supports infill development and redevelopment that provides a range of residential, commercial, office, industrial, and public uses within these parcels that is consistent and compatible with the established land use pattern in surrounding areas.

Below are goals and policies from *Horizon 2020*:

Goal 2: Encourage compatible transition from commercial development to residential neighborhoods and other less intensive land uses.

Policy 2.1: Use appropriate Transition Methods.

This policy addresses physical development such as site orientation, building relationships, landscape buffering and similar techniques to *minimize adverse impacts on adjacent residential areas.*

The criteria for locating commercial development is listed in Goal 3 and the following policies. Key among these criteria are providing scaled development to meet community needs. Commercial development shall occur in nodes at major intersections such as E. 23rd Street (arterial) and O'Connell Road (collector). Additionally, *commercial nodes shall be located where they can efficiently utilize local resources, where there adverse impacts on adjacent uses are minimized, and where they will effectively provide the community with desired products, services, and employment opportunities.* Policy 3.1 F.

Specific policies pertaining to development criteria for Community Commercial Centers are included in policy 3.8 A – M. Generally, these criteria seek to establish a framework to help mitigate the impacts based on the size of either individual commercial locations or the combined commercial space for the entire node/area.

“New or existing CC200 Centers shall not encroach or expand into surrounding residential or lower-intensity uses.” (Policy 3.8 G).

Horizon 2020 previously designated the intersection of E. 23rd Street and O’Connell Road as a “Future Community Commercial Center”. Not all four quadrants of these nodes are intended to be devoted to commercial uses (page 6-7). Other uses such as “office, employment-related uses, public and semi-public uses, parks and recreation uses, multi-family residential etc.” can and should make up other corners. This is reflected in the alignment of the future land uses as designated in both the *Southeast Area Plan* and the *Farmland Industries Redevelopment Plan*. The expectation is that a range of uses, serving multiple neighborhoods, are accommodated within these community commercial centers. The node must include multiple zoning districts to implement these policies. When the community commercial center/node interfaces with the lower intensity land uses appropriate transition techniques are deployed through zoning and design regulations.

The premise of many of these policies strives to create and preserve neighborhoods as a fundamental community building block. The healthiest neighborhoods include services that are conveniently located in proximity to homes as well as to places of employment, designed to integrate into the neighborhood fabric. The proposed request to expand the planning boundary as defined in the *Southeast Area Plan* is consistent with goals and policies of the plan.

4. Does the proposed amendment result from a clear change in public policy?

Applicant’s response: No, There has been no change in public policy. However, these 3 lots have garnered zero interest from the market in 15 years, in spite of being professionally marketed by four different Lawrence and Kansas City brokerage firms.

Staff’s response: At present, there has not been a change in public policy. The policies to ensure adequate consideration and design of transitional features is a key component of *Horizon 2020* and are implemented through the Land Development Code. Policy changes are expected to be discussed by various commissions as part of their deliberations on the draft of *Plan 2040*. The application of nodal commercial concepts is not expected to change. This request does not propose a change to this policy only to more clearly define the parameters of an already designed Community Commercial Center.

Site design criteria, such as the location and size of open areas, sensitive land preservation, and utilizing architectural design to mitigate building heights, and intensity transitions will be considered. There is no specific development application associated with this request. Specific site analysis for this proposal will be completed as part of a development plan application and other subsequent planning review processes.

In addition, the following shall be considered for any map amendments:

5. Will the proposed amendment affect the adequacy of existing or planned facilities and services?

Applicant's response: No. A previous drainage study and downstream sanitary sewer analysis were performed with this property zoned as commercial. A change from CO to CC200 would have no effects on storm, sanitary sewer or other facilities.

Staff's response: Site-specific infrastructure development will be required as individual lots are developed and connected to the existing infrastructure serving this node. Further analysis, regarding details of traffic impacts and infrastructure capacity will be addressed with future site development applications. Basic infrastructure is available to the property. The lots included in the request are developable regardless of changes to the comprehensive plan or zoning district.

6. Will the proposed change result in reasonably compatible land use relationships?

Applicant's response: Yes. The property to the east of O'Connell is already zoned CC200. The change from CO to CC200 keeps the land commercial and would provide flexibility in development options at this site. It would also provide commercial options to serve the growing eastern Lawrence community.

Staff's response: The property is immediately adjacent to medium-density residential zoning to the west and south. Existing CC200 zoning is located to the east across O'Connell Road. These lots are platted with direct access to Exchange Court. This street terminates in a cul-de-sac that also provides access to the adjacent residential property. The southwest corner of O'Connell Road and E. 23rd Street is an integrated unit separate from the southeast corner of the same intersection.

Necessarily, intensity of development for the southwest quadrant of the node would need to transition to a more neighborhood-scale development pattern and intensity to be compatible with the adjacent residential uses. Inclusion of the property as part of the Community Commercial Center does not assume a particular zoning designation, though is most often considered a CC, (Community Commercial Centers) District. The *Southeast Area Plan* also notes that other commercial zoning districts may be compatible with this land use designation, such as CN2 (Neighborhood Commercial Center District) or PD (Planned Development Overlay). (*Southeast Area Plan*, p. 3-4)

The southwest quadrant of the node is unique in its exclusion from both of the Sector Plans adopted for the other three quadrants of this node. Because it is generally smaller in geographic area, and given the development activity occurring in other portions of this node, it has the potential to be compatibly developed in a way that is consistent with both the commercial node and the existing residential development. This would be carried out through the application of the base zoning district designation and through the site planning process to ensure reasonable and appropriate land use relationships are created.

7. Will the proposed change advance the interests of the citizens of Lawrence and Douglas County as a whole, not solely those having immediate interest in the affected area?

Applicant's response: Yes. The owner of the land has been working closely with City staff to ensure that the site is developed with the interests of the citizens of Lawrence and Douglas County as a top priority.

Staff's response: This proposed amendment could provide expanded commercial services for the community, conveniences for the developing and existing neighborhoods, and for employment uses in the surrounding vicinity.

PROFESSIONAL STAFF RECOMMENDATION

Staff recommends approval of this comprehensive plan amendment to *Horizon 2020*, and forwarding that recommendation to the Lawrence City Commission to amend Chapter 14, and the *Southeast Area Plan*, to expand the Community Commercial Center to incorporate this proposed area.

ORDINANCE NO. 9613

RESOLUTION NO. _____

A JOINT ORDINANCE OF THE CITY OF LAWRENCE, KANSAS, AND RESOLUTION OF DOUGLAS COUNTY, KANSAS, AMENDING HORIZON 2020, THE COMPREHENSIVE PLAN FOR THE CITY OF LAWRENCE AND UNINCORPORATED DOUGLAS COUNTY, "CHAPTER 14 - SPECIFIC PLANS," TO REVISE THEREIN THE *SOUTHEAST AREA PLAN*, BY ADOPTING AND INCORPORATING HEREIN BY REFERENCE "HORIZON 2020, THE COMPREHENSIVE PLAN FOR THE CITY OF LAWRENCE AND UNINCORPORATED DOUGLAS COUNTY, DECEMBER 2018 EDITION," AS PREPARED AND PUBLISHED BY THE LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING OFFICE OF THE CITY OF LAWRENCE, KANSAS.

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

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

WHEREAS, on November 14, 2018, after giving lawful notice by publication in the official City newspaper, the Lawrence-Douglas County Metropolitan Planning Commission conducted a public hearing regarding a proposed amendment of *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as set forth in Planning Staff Report, CPA-18-00365, that would amend "Chapter 14 - Specific Plans," to revise therein the *Southeast Area Plan*;

WHEREAS, on November 14, 2018, the Lawrence-Douglas County Metropolitan Planning Commission adopted Resolution No. PCR-18-00552, recommending to the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, that they amend *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as set forth in Planning Staff Report, CPA-18-00356, which would amend "Chapter 14 - Specific Plans," to revise therein the *Southeast Area Plan*; and

WHEREAS, a certified copy of the amendment to *Horizon 2020*, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, as set forth in Planning Staff Report CPA-18-00365 and as adopted by the Lawrence-Douglas County Metropolitan Planning Commission in Resolution No. PCR-18-00552, together with a written summary of the public hearings held on November 14, 2018, as well as the Planning Commission's recommendation, have been forwarded to the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas.

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

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

SECTION 2. The Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, hereby find that the provisions of K.S.A. 12-743 and K.S.A. 12-747, governing the amendment of comprehensive plans, have been fully met regarding the consideration, approval, and adoption of the "*Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, December 2018 Edition*", which would amend "Chapter 14 - Specific Plans," to revise therein the *Southeast Area Plan*.

SECTION 3. The Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, hereby approve the recommendation of the Lawrence-Douglas County Metropolitan Planning Commission as memorialized at Resolution No. PCR-18-00552, and hereby amend "Chapter 14 - Specific Plans, *Southeast Area Plan*," of *Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, December 2018 Edition*" and by incorporating, by reference, that document into *Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County*.

SECTION 4: "*Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, December 2018 Edition*" as approved by Section 3, *supra*, is hereby adopted and incorporated herein by reference as if set forth in full. One copy of said "*Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, December 2018 Edition*" shall be marked or stamped as "Official Copy as Adopted by Joint Ordinance No. 9613 and Resolution No. ____" and shall be filed, together with a copy of this joint ordinance and resolution, with the City Clerk. The City Clerk shall make the "Official Copy as Adopted by Joint Ordinance No. 9613 and Resolution No. ____" open to the public and available for inspection at all reasonable office hours. One additional copy of the "Official Copy as Adopted by Joint Ordinance No. 9613 and Resolution No. ____" shall, at the cost of the City of Lawrence, Kansas, be made available to the Lawrence-Douglas County Metropolitan Planning Office of the City of Lawrence, Kansas.

SECTION 5: "*Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, December 2018 Edition*," adopted by this joint ordinance and resolution, replaces existing "Chapter 14 - Specific Plans, *Southeast Area Plan*" of *Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County*, and amendments thereto, it being the intent of the Governing Bodies of the City of Lawrence, Kansas, and Douglas County, Kansas, that "*Horizon 2020, the Comprehensive Plan for the City of Lawrence and Unincorporated Douglas County, December 2018 Edition*" repeal and supersede the same.

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

SECTION 7: This joint ordinance and resolution shall take effect and be in force after its passage and publication as provided by law.

PASSED by the Governing Body of the City of Lawrence, Kansas, this ____ day of December, 2018.

APPROVED:

Stuart Boley
Mayor

ATTEST:

Sherri Riedemann
City Clerk

APPROVED AS TO FORM:

Toni R. Wheeler
City Attorney

ADOPTED by the Board of County Commissioners of Douglas County, Kansas, this ____ day of December, 2018.

Nancy Thellman
Chair

Michelle Derusseau
Commissioner

Mike Gaughan
Commissioner

ATTEST:

Jameson D. Shew
County Clerk

HORIZON 2020

The Comprehensive Plan
for Lawrence and
Unincorporated Douglas County

~~8/20/2018~~ <DATE PENDING>
Amendment

Plan prepared by the Lawrence/Douglas County Metropolitan Planning Office based upon recommendations from the HORIZON 2020 Steering Committee.

Adopted by the Planning Commission on May 22, 1996.

Adopted by the City Commission January 28, 1997.

Douglas County Board of County Commissioners May 18, 1998.

HORIZON 2020

The Comprehensive Plan
for Lawrence and
Unincorporated Douglas County

1998 Revised Edition

HORIZON 2020 ADOPTED:

Lawrence/Douglas County Metropolitan Planning Commission	May 22, 1996
Lawrence City Commission	January 28, 1997
Douglas County Board of County Commissioners	May 18, 1998

AMENDMENTS SINCE ADOPTION:

1. Map 3-2-Inset, Future Land Use - City of Lawrence
Lawrence-Douglas County Metropolitan Planning Commission - December 17, 1997
Lawrence City Commission - February 17, 1998
2. Regarding Rural Development Issues and the Urban Growth Area Boundary (including a revised format)
Lawrence-Douglas County Metropolitan Planning Commission - April 29, 1998
Douglas County Board of County Commissioners - May 18, 1998
Lawrence City Commission - June 9, 1998
3. Extend the Urban Growth Area east of Noria (E1750) Rd
Lawrence-Douglas County Metropolitan Planning Commission - March 15, 2000
Douglas County Board of County Commissioners - March 22, 2000
Lawrence City Commission - April 11, 2000
4. Adding public health facilities text to Chapter Ten, Section Twelve concerning "Municipal Buildings and Facilities, Health Services"
Lawrence-Douglas County Metropolitan Planning Commission - February 28, 2001
Douglas County Board of County Commissioners - March 28, 2001
Lawrence City Commission - March 27, 2001
5. Updating of population projections in Chapter Two and modification of Table of Contents and Table and Figure listing
Lawrence-Douglas County Metropolitan Planning Commission - May 23, 2001
Douglas County Board of County Commissioners - August 15, 2001
Lawrence City Commission - June 12, 2001
6. Update to Chapter Twelve – Economic Development
Lawrence-Douglas County Metropolitan Planning Commission – October 22, 2003
Douglas County Board of County Commissioners - November 19, 2003
Lawrence City Commission - November 18, 2003
Effective date - December 1, 2003
7. Adoption of Revised Major Thoroughfares Maps - (Pages 8-5 and 8-6)
Lawrence-Douglas County Metropolitan Planning Commission – November 19, 2003
Douglas County Board of County Commissioners - December 15, 2003
Lawrence City Commission - December 30, 2003
Effective date - January 4, 2004
8. Expansion of the Urban Growth Area - (Pages 3-3, 3-5, and 4-3)
Lawrence-Douglas County Metropolitan Planning Commission – December 17, 2003
Douglas County Board of County Commissioners - November 19, 2003
Lawrence City Commission - January 20, 2004
Effective date - January 31, 2004

9. Update to Chapter Six – Commercial Land Use
Lawrence-Douglas County Metropolitan Planning Commission – October 22, 2003
Douglas County Board of County Commissioners - November 19, 2003
Lawrence City Commission - November 18, 2003
Effective date - March 16, 2004
10. Amendment to Chapter Six – Commercial Land Use
Lawrence-Douglas County Metropolitan Planning Commission – March 15, 2006
Douglas County Board of County Commissioners – September 11, 2006
Lawrence City Commission – August 8, 2006
Effective date – December 15, 2006
11. Update to Chapter Nine – Parks, Recreation and Open Space
Lawrence-Douglas County Metropolitan Planning Commission – September 25, 2006
Douglas County Board of County Commissioners – October 9, 2006
Lawrence City Commission - October 10, 2006
Effective date – January 5, 2007
12. Amendments to Chapters Four – Growth Management and Chapter Five – Residential Land Use
Lawrence-Douglas County Metropolitan Planning Commission – August 21, 2006
Douglas County Board of County Commissioners – October 18, 2006
Lawrence City Commission - December 19, 2006
Effective date – January 19, 2007
13. Amendments to Chapters Five –Residential Land Use (Figure 5-1)
Lawrence-Douglas County Metropolitan Planning Commission – February 26, 2007
Douglas County Board of County Commissioners – April 18, 2007
Lawrence City Commission – April 4, 2007
Effective date – May 4, 2007
14. Addition of Chapter Fourteen –Specific Plans
Lawrence-Douglas County Metropolitan Planning Commission – June 27, 2007
Douglas County Board of County Commissioners – August 20, 2007
Lawrence City Commission – August 14, 2007
Effective date – September 14, 2007
15. Amendment to Chapter Fourteen – Revised Southern Development Plan
Lawrence-Douglas County Metropolitan Planning Commission – November 28, 2007
Douglas County Board of County Commissioners – January 7, 2008
Lawrence City Commission – December 18, 2007
Effective date – January 18, 2008
16. Amendment to Chapter Fourteen – Southeast Area Plan
Lawrence-Douglas County Metropolitan Planning Commission – November 28, 2007
Douglas County Board of County Commissioners – January 28, 2008
Lawrence City Commission – January 15, 2008
Effective date – February 12, 2008
17. Amendment to Chapter Fourteen - Farmland Industries Redevelopment Plan
Lawrence-Douglas County Metropolitan Planning Commission – November 28, 2007
Douglas County Board of County Commissioners – March 31, 2008
Lawrence City Commission – March 11, 2008
Effective date – April 5, 2008

18. Amendments to Chapter Six – Commercial Land Use
Lawrence-Douglas County Metropolitan Planning Commission – February 27, 2008
Douglas County Board of County Commissioners – April 28, 2008
Lawrence City Commission – April 1, 2008
Effective date – May 21, 2008
19. Amendments to Chapter Six – Mixed Use District
Lawrence-Douglas County Metropolitan Planning Commission – April 23, 2008
Douglas County Board of County Commissioners – June 16, 2008
Lawrence City Commission – May 13, 2008
Effective date – July 9, 2008
20. Amendment to Chapter Fourteen – Amend the Southeast Area Plan
Lawrence-Douglas County Metropolitan Planning Commission – May 21, 2008
Douglas County Board of County Commissioners – July 14, 2008
Lawrence City Commission – June 24, 2008
Effective date – July 21, 2008
21. Amendment to Chapter Fourteen – Amend the Southeast Area Plan
Lawrence-Douglas County Metropolitan Planning Commission – September 22, 2008
Douglas County Board of County Commissioners – November 10, 2008
Lawrence City Commission – October 7, 2008
Effective date – December 1, 2008
22. Amendment to Chapter Six – Neighborhood Commercial Centers
Lawrence-Douglas County Metropolitan Planning Commission – October 20, 2008
Douglas County Board of County Commissioners – December 8, 2008
Lawrence City Commission – November 11, 2008
Effective date – December 18, 2008
23. Amendment to Chapter Six – Renumber Goal 3
Lawrence-Douglas County Metropolitan Planning Commission – October 20, 2008
Douglas County Board of County Commissioners – December 8, 2008
Lawrence City Commission – November 11, 2008
Effective date – December 18, 2008
24. Amendment to Chapter Fourteen – K-10 & Farmer's Turnpike Plan
Lawrence-Douglas County Metropolitan Planning Commission – November 17, 2008
Douglas County Board of County Commissioners – January 7, 2009
Lawrence City Commission – December 9, 2008
Effective date – January 11, 2009
25. Amendment to Chapter Six – Inner-Neighborhood Commercial Centers
Lawrence-Douglas County Metropolitan Planning Commission – November 17, 2008
Douglas County Board of County Commissioners – February 9, 2009
Lawrence City Commission – December 2, 2008
Effective date – March 1, 2009
26. Addition of Chapter Fifteen – Place Making Elements
Lawrence-Douglas County Metropolitan Planning Commission – May 21, 2008
Douglas County Board of County Commissioners – February 23, 2009
Lawrence City Commission – January 27, 2009
Effective date – March 17, 2009

27. Amendment to Chapter Fourteen – Lawrence SmartCode Infill Plan
Lawrence-Douglas County Metropolitan Planning Commission – May 21, 2008
Douglas County Board of County Commissioners – February 23, 2009
Lawrence City Commission – January 27, 2009
Effective date – March 17, 2009
28. Amendment to Chapter Fourteen – West of K-10 Plan
Lawrence-Douglas County Metropolitan Planning Commission – March 25, 2009
Douglas County Board of County Commissioners – May 6, 2009
Lawrence City Commission – June 9, 2009
Effective date – June 21, 2009
29. Update to Chapter Seven – Industrial and Employment-Related Land Use
Lawrence-Douglas County Metropolitan Planning Commission – April 22, 2009
Douglas County Board of County Commissioners – August 5, 2009
Lawrence City Commission – June 9, 2009
Effective date – August 15, 2009
30. Amendment to Chapter Four- Growth Management & Chapter Six – Rural Tourism Facilities
Lawrence-Douglas County Metropolitan Planning Commission – May 18, 2009
Douglas County Board of County Commissioners – June 24, 2009
Lawrence City Commission – August 18, 2009
Effective date – August 29, 2009
31. Amendment to Chapter Three – General Plan Overview-Remove Land Use Categories Table
Lawrence-Douglas County Metropolitan Planning Commission – September 21, 2009
Douglas County Board of County Commissioners – November 18, 2009
Lawrence City Commission – October 27, 2009
Effective date – November 25, 2009
32. Renumber the Implementation Chapter to Chapter Seventeen
Lawrence-Douglas County Metropolitan Planning Commission – September 21, 2009
Douglas County Board of County Commissioners – November 18, 2009
Lawrence City Commission – October 27, 2009
Effective date – November 25, 2009
33. Amendment to Chapter Fourteen – Oread Neighborhood Plan
Lawrence-Douglas County Metropolitan Planning Commission – January 27, 2010
Lawrence City Commission – September 21, 2010
Effective date – October 1, 2010
34. Amendment to Chapter to Chapter Fourteen – Chapter 13 reference
Lawrence-Douglas County Metropolitan Planning Commission – June 23, 2010
Douglas County Board of County Commissioners – October 27, 2010
Lawrence City Commission – October 19, 2010
Effective date – November 1, 2010
35. Amendment to Chapter to Chapter Seven – Add reference to K-10 & Farmer’s Turnpike Plan
Lawrence-Douglas County Metropolitan Planning Commission – July 26, 2010
Douglas County Board of County Commissioners – October 27, 2010
Lawrence City Commission – October 19, 2010
Effective date – November 1, 2010

36. Update to Chapter Eight - Transportation
Lawrence-Douglas County Metropolitan Planning Commission – September 20, 2010
Douglas County Board of County Commissioners – January 26, 2011
Lawrence City Commission – December 21, 2010
Effective date – February 7, 2011
37. Addition of Chapter Sixteen - Environment
Lawrence-Douglas County Metropolitan Planning Commission – August 23, 2010
Douglas County Board of County Commissioners – April 13, 2011
Lawrence City Commission – June 7, 2011
Effective date – June 23, 2011
38. Amendment to Chapter Fourteen – Southeast Area Plan Update
Lawrence-Douglas County Metropolitan Planning Commission – August 24, 2011
Lawrence City Commission – September 27, 2011
Douglas County Board of County Commissioners – November 19, 2011
Effective date – October 22, 2011
39. Amendment to Chapter Fourteen – Inverness Park District Plan
Lawrence-Douglas County Metropolitan Planning Commission – July 27, 2011
Lawrence City Commission – September 20, 2011
Douglas County Board of County Commissioners – November 12, 2011
Effective date – October 22, 2011
40. Amendment to Chapter Fourteen – Inverness Park District Plan
Lawrence-Douglas County Metropolitan Planning Commission – April 23, 2012
Lawrence City Commission – May 15, 2012
Douglas County Board of County Commissioners – June 13, 2012
Effective date – June 22, 2012
41. Amendment to Chapter Fourteen – 6th and Wakarusa Area Plan & Chapter Six – Commercial Land Use
Lawrence-Douglas County Metropolitan Planning Commission – June 25, 2012
Lawrence City Commission – July 10, 2012
Effective date – July 20, 2012
42. Amendment to Chapter Fourteen – Northeast Sector Plan
Lawrence-Douglas County Metropolitan Planning Commission – May 21, 2012
Lawrence City Commission – September 11, 2012
Douglas County Board of County Commissioners – June 13, 2012
Effective date – September 21, 2012
43. Amendment to Chapter Six – Auto Related Commercial Center Policies
Lawrence-Douglas County Metropolitan Planning Commission – January 28, 2011
Lawrence City Commission – March 12, 2013
Douglas County Board of County Commissioners – April 10, 2013
Effective date – April 26, 2013
44. Amendment to Chapter Fourteen – West of K-10 Amendment & Remove 6th & SLT Nodal Plan, & Chapter Six – CC600
Lawrence-Douglas County Metropolitan Planning Commission – February 27, 2013
Lawrence City Commission – March 26, 2013
Douglas County Board of County Commissioners – April 10, 2013
Effective date – May 10, 2013

45. Amendment to Chapter Six – Lawrence Existing Commercial Areas, S. Iowa Street (23rd Street to K-10) & Chapter Fourteen – Revised Southern Development Plan
Lawrence-Douglas County Metropolitan Planning Commission – May 20, 2013
Lawrence City Commission – June 18, 2013
Douglas County Board of County Commissioners – June 12, 2013
Effective date – June 28, 2013
46. Update to Chapter Eight – Transportation
Lawrence-Douglas County Metropolitan Planning Commission – August 26, 2013
Lawrence City Commission – October 8, 2013
Douglas County Board of County Commissioners – September 25, 2013
Effective date – October 28, 2013
47. Amendment to Chapter Six – Lawrence Existing Commercial Areas, W. 6th Street and Wakarusa Drive & Chapter Fourteen – An Area Plan for the Intersection Area of West 6th Street & Wakarusa Drive
Lawrence-Douglas County Metropolitan Planning Commission – April 21, 2014
Lawrence City Commission – May 13, 2014
Effective date – May 16, 2014
48. Amendment to Chapter Fourteen – West of K-10 Plan
Lawrence-Douglas County Metropolitan Planning Commission – December 15, 2014
Douglas County Board of County Commissioners – January 14, 2015
Lawrence City Commission – January 20, 2015
Effective date – February 3, 2015
49. Amendment to Chapter Fourteen – An Area Plan for the Intersection Area of West 6th Street & Wakarusa Drive
Lawrence-Douglas County Metropolitan Planning Commission – January 26, 2015
Lawrence City Commission – February 17, 2015
Effective date – February 26, 2015
50. Amendment to Chapter Fourteen – K-10 and Farmer's Turnpike Plan
Lawrence-Douglas County Metropolitan Planning Commission – March 21, 2016
Lawrence City Commission – April 19, 2016
Douglas County Board of County Commissioners – April 20, 2016
Effective date – April 24, 2016
51. Amendment to Chapter Fourteen – Farmland Industries Redevelopment Plan
Lawrence-Douglas County Metropolitan Planning Commission – November 16, 2016
Lawrence City Commission – December 13, 2016
Effective date – December 18, 2016
52. Amendment to Chapter Seven – Amendment to the Oread West Research Park Boundary
Lawrence-Douglas County Metropolitan Planning Commission – April 24, 2017
Lawrence City Commission – August 8, 2016
Effective date – August 12, 2016
53. Amendment to Chapter Eight – Transportation
Lawrence-Douglas County Metropolitan Planning Commission – June 27, 2018
Lawrence City Commission – August 14, 2018
Douglas County Board of County Commissioners – August 8, 2018
Effective date – August 19, 2018

54. Amendment to Chapter Fourteen – Southeast Area Plan

Lawrence-Douglas County Metropolitan Planning Commission – <DATE PENDING>

Lawrence City Commission – <DATE PENDING>

Effective date – <DATE PENDING>

Map 6-1 Existing and Potential Commercial Land Use Locations

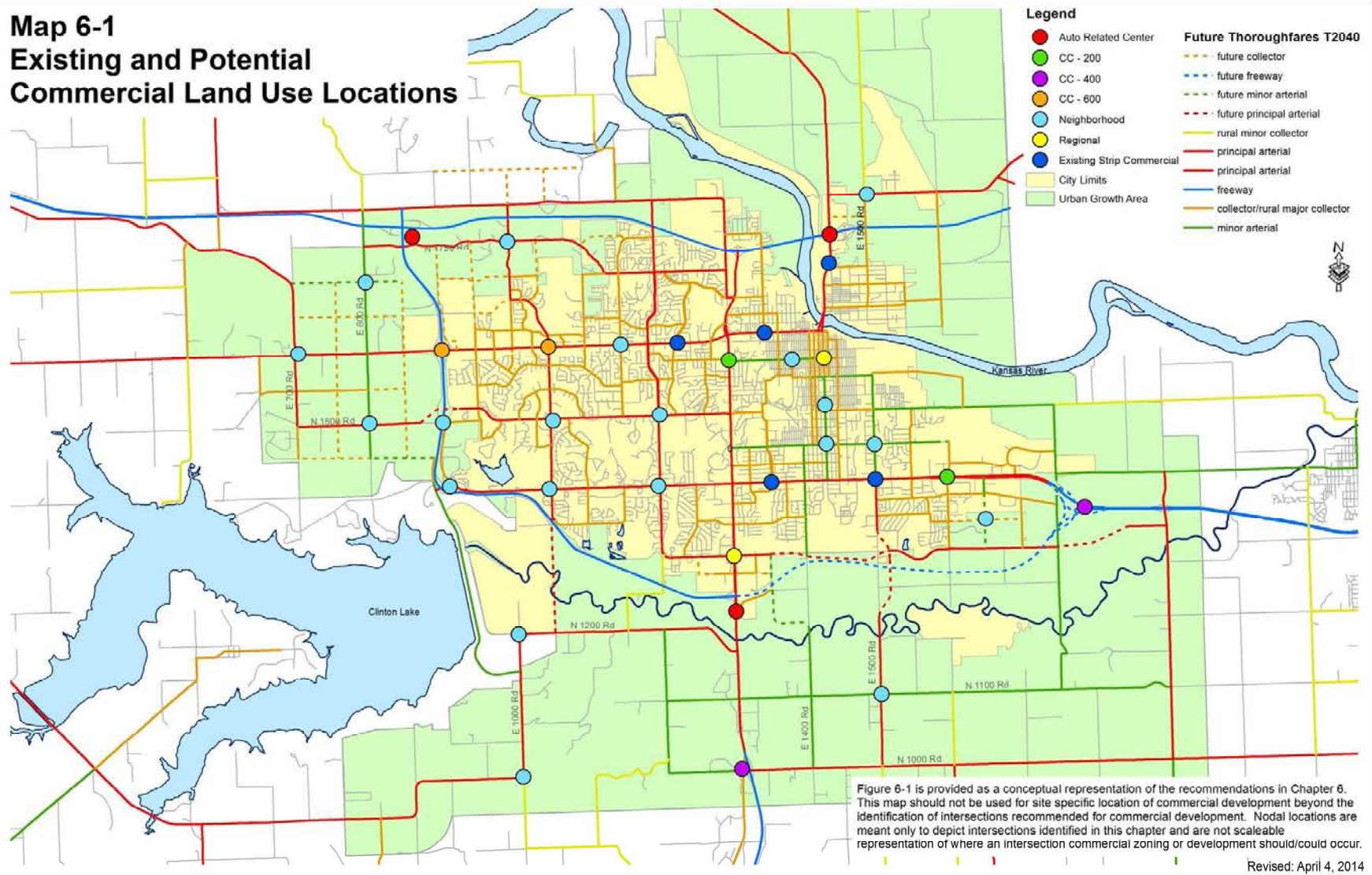


Figure 6-1 is provided as a conceptual representation of the recommendations in Chapter 6. This map should not be used for site specific location of commercial development beyond the identification of intersections recommended for commercial development. Nodal locations are meant only to depict intersections identified in this chapter and are not scaleable representation of where an intersection commercial zoning or development should/could occur.

Revised: April 4, 2014

Southeast Area Plan

Map 3-1 Future Land Use

Legend

- City Limits
- Area Boundary

Major Thoroughfares

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

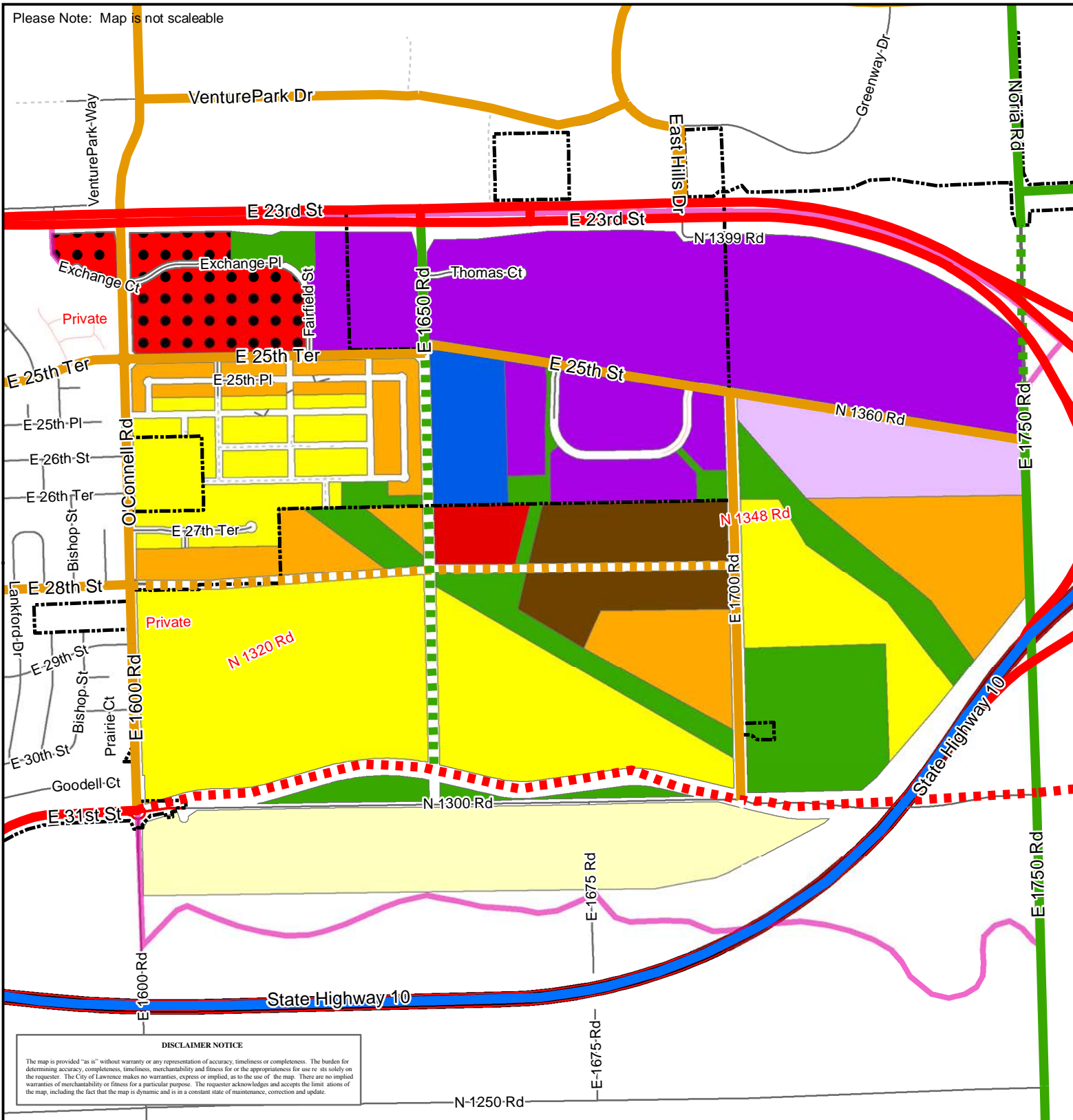
Future Land Use

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



Map Date: 11/6/2018

Please Note: Map is not scaleable



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Southeast Area Plan

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

Revised 7/21/08; 12/1/08; <DATE PENDING>

Update Approved by the Planning Commission 8/24/11
Approved by the Lawrence City Commission 9/27/11
Approved by the Douglas County Board of Commissioners 11/19/11

Update Approved by the Planning Commission <DATE PENDING>
Approved by the Lawrence City Commission <DATE PENDING>
Approved by the Douglas County Board of Commissioners <DATE PENDING>

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Section 1 - Introduction

1.1 Background & Purpose

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



Area Plan drafted in 1997.

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

The planning process continued in 2004 with various drafts of future land use maps and text. Two future land use maps were given as options but a consensus could not be reached by the Commissions. Since then, various things have changed. The ECO² Commission has completed the first phase of their plan, development has occurred within the planning area, and the Wakarusa Water Reclamation Facility is tentatively set to be operational 2017-2022, south of the planning area and south of the Wakarusa River, which will provide additional sanitary sewer capacity to this area. The ECO² plan is a long-term plan for the identification, evaluation, and selection of land for the advancement of industrial/business park and open space preservation.

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

1.2 Description of Planning Area

The *Southeast Area Plan* encompasses all of Section 9, the west half of Section 10, and portions of Sections 15 and 16 in Wakarusa Township. The planning area boundaries are: E 1750 Road (Noria Road) to the east, the Wakarusa River floodplain as depicted on the 2001 FEMA maps to the south, O'Connell Road to the west, and E. 23rd Street/K-10 Highway to the north. The majority of the planning area is located within the urban growth area service area 1¹. The properties south of N 1300 Road (E. 31st Street) are located in Service Area 4. Roughly two thirds of the planning area lie outside of the city limits of Lawrence but within the urban growth area as identified in *Horizon 2020*.



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

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

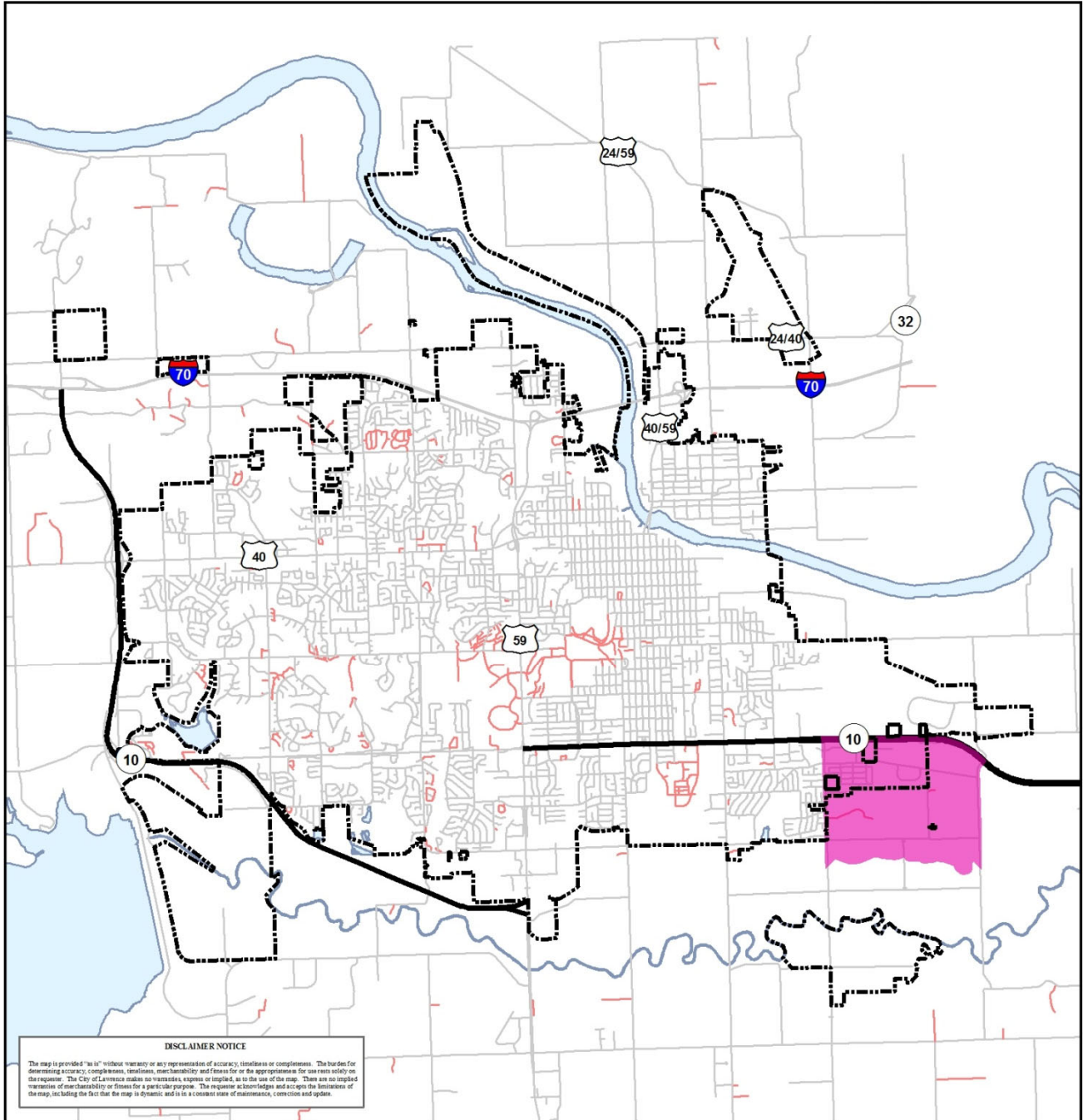
¹ Service Area 1 "This area includes lands which are proximate to the existing city limits and can be readily served by community facilities and services."

Southeast Area Plan

Map 1-1 Planning Area Boundary in Relation to Lawrence


 Map Date: 8/10/11

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



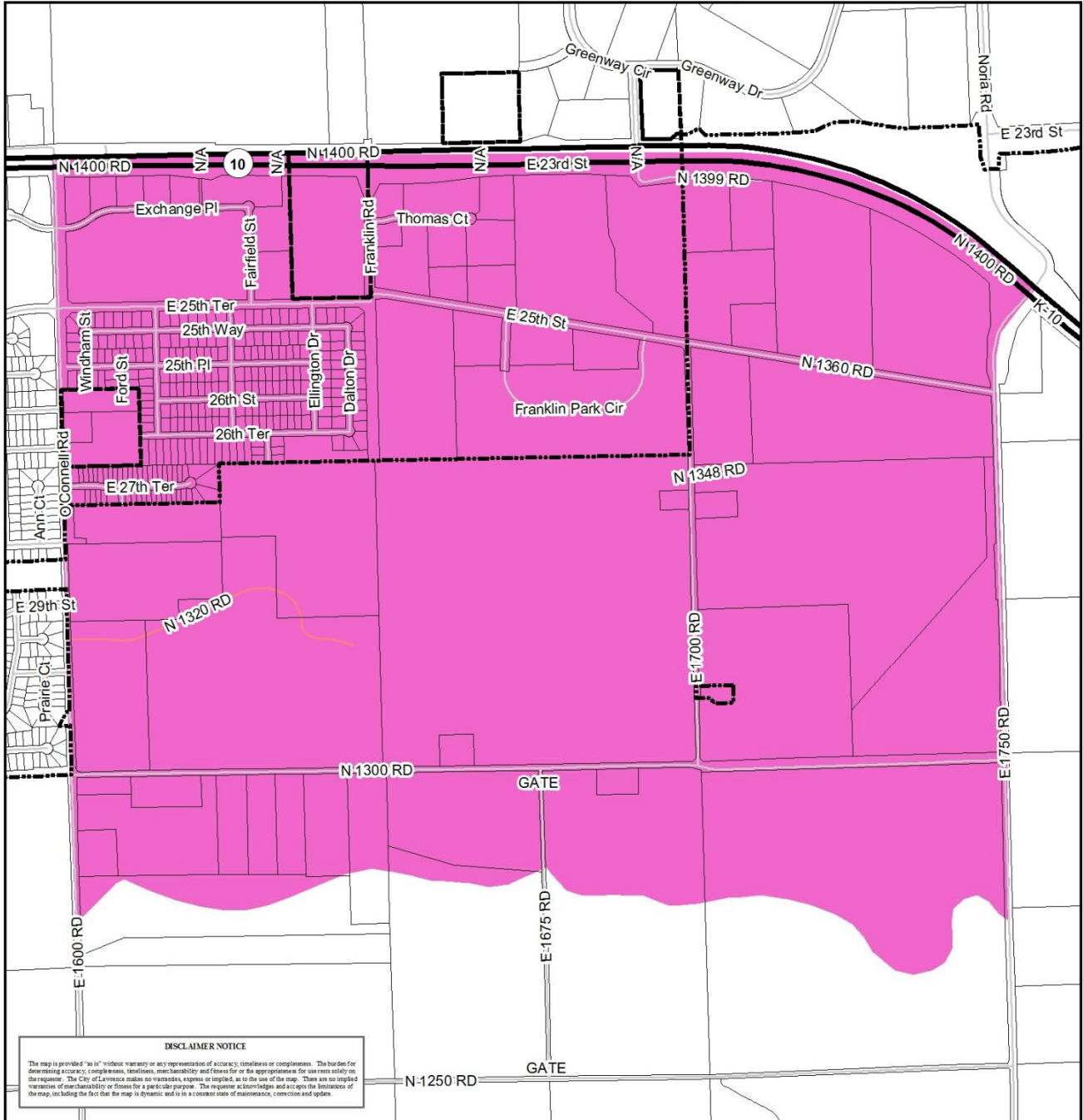
Southeast Area Plan

Map 1-2 Planning Area Boundary and Parcels


 Map Date: 8/10/11

Legend

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



1.3 Policy Framework

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

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

Section 2 - Existing Conditions

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

2.1 Land Uses

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



The second largest land use category is the public/institutional use which is a mix of public and privately owned uses. The publicly owned uses are the Douglas County Jail located at the southeast corner of Franklin Road and E. 25th Street and the sanitary sewer pump station located on the edge of the future park northeast of the intersection of N 1300 Road (E. 31st Street) and E 1700 Road (Kitsmiller Road). The two private institutional uses include the O'Connell Youth Ranch and Teen Challenge facility located at the northeast corner of O'Connell Road and N 1300 Road (E. 31st Street).

This does not include the identified future park located at the northeast corner of N 1300 Road (E. 31st Street) and E 1700 Road (Kitsmiller Road).

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

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








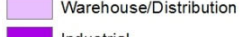
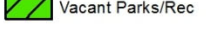


Table 2-1 Existing Land Use Summary (August 2011)

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

Southeast Area Plan

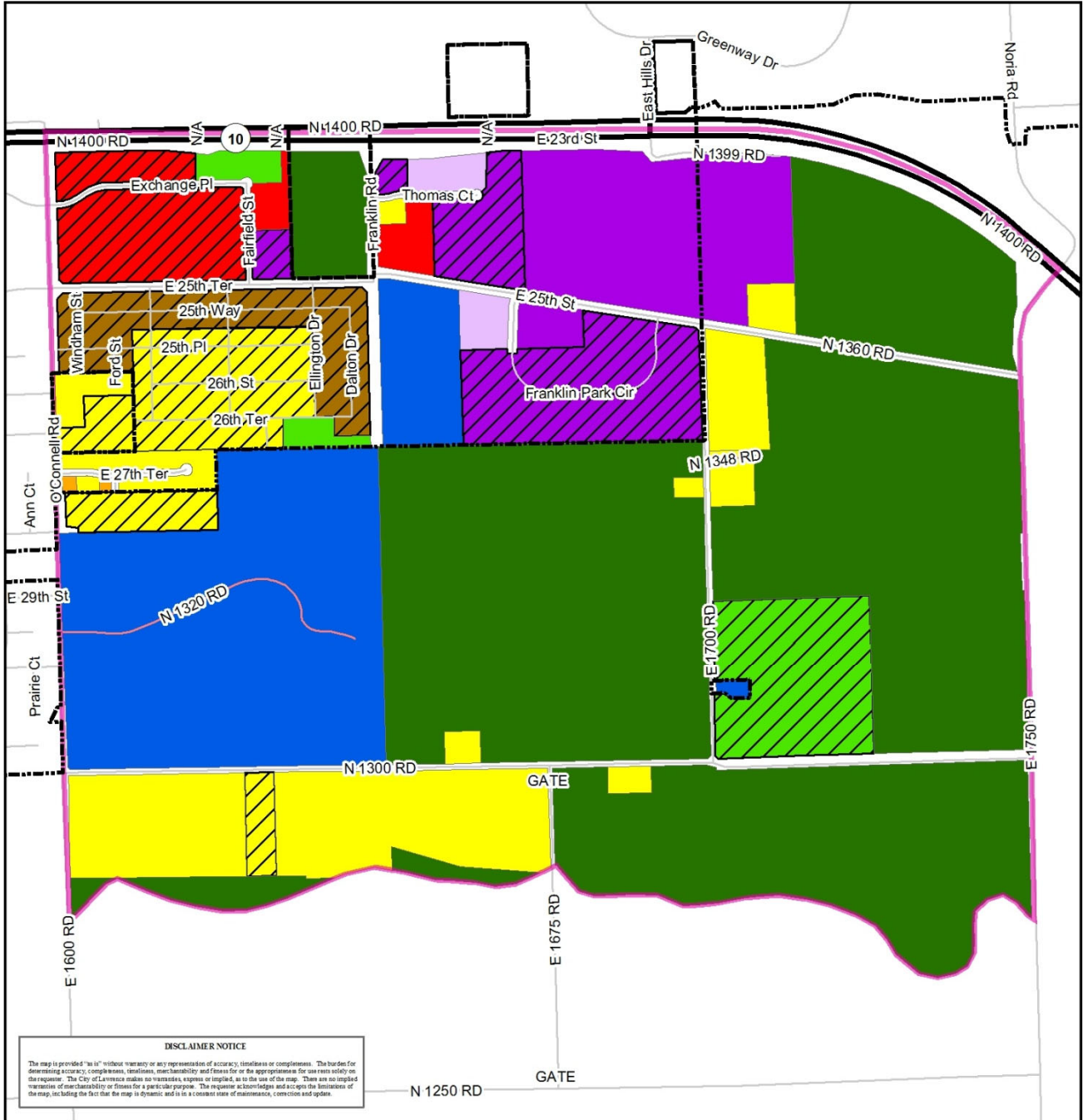
Map 2-1 Existing Land Use

Legend

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



Map Date: 8/10/11



2.2 Zoning Patterns

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

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

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



Table 2-2 County Zoning Classifications

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

Table 2-3 City Zoning Classifications



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

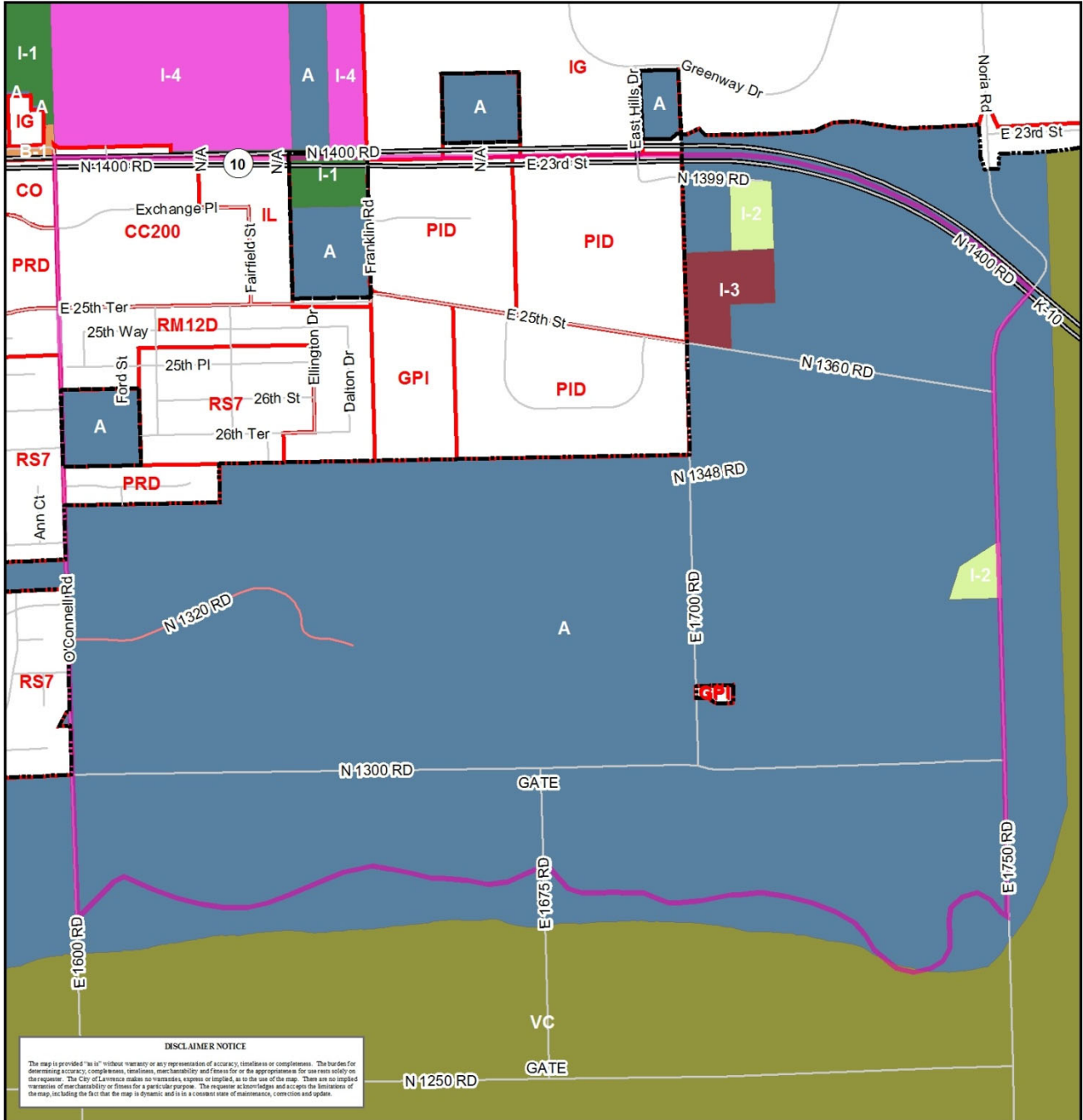
Southeast Area Plan

Map 2-2 Existing Zoning

Map Date: 8/10/11

Legend

	City Limits	County Zoning	 I-1	 I-4
	Area Boundary	 A	 I-2	 VC
	City Zoning	 B-1	 I-3	



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2.3 Infrastructure

2.31 Water and Wastewater Infrastructure

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

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

2.32 Stormwater Infrastructure

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

Southeast Area Plan

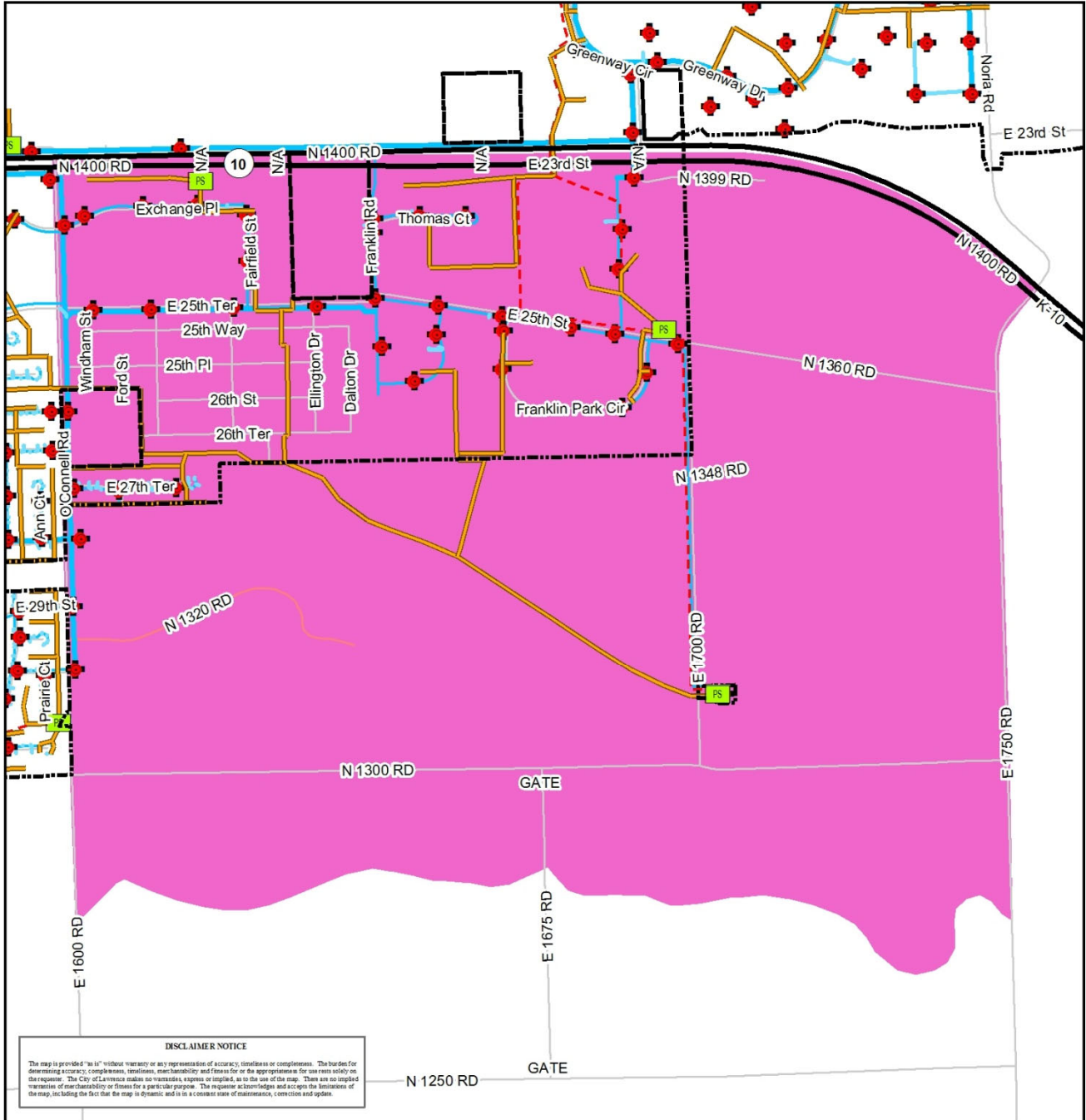
Map 2-3 Existing Water and Sanitary Sewer Facilities



Map Date: 8/10/11

Legend

- City Limits
- Area Boundary
- + Hydrant
- Water
- Sanitary Sewer
- - - Sanitary Sewer Pressurized



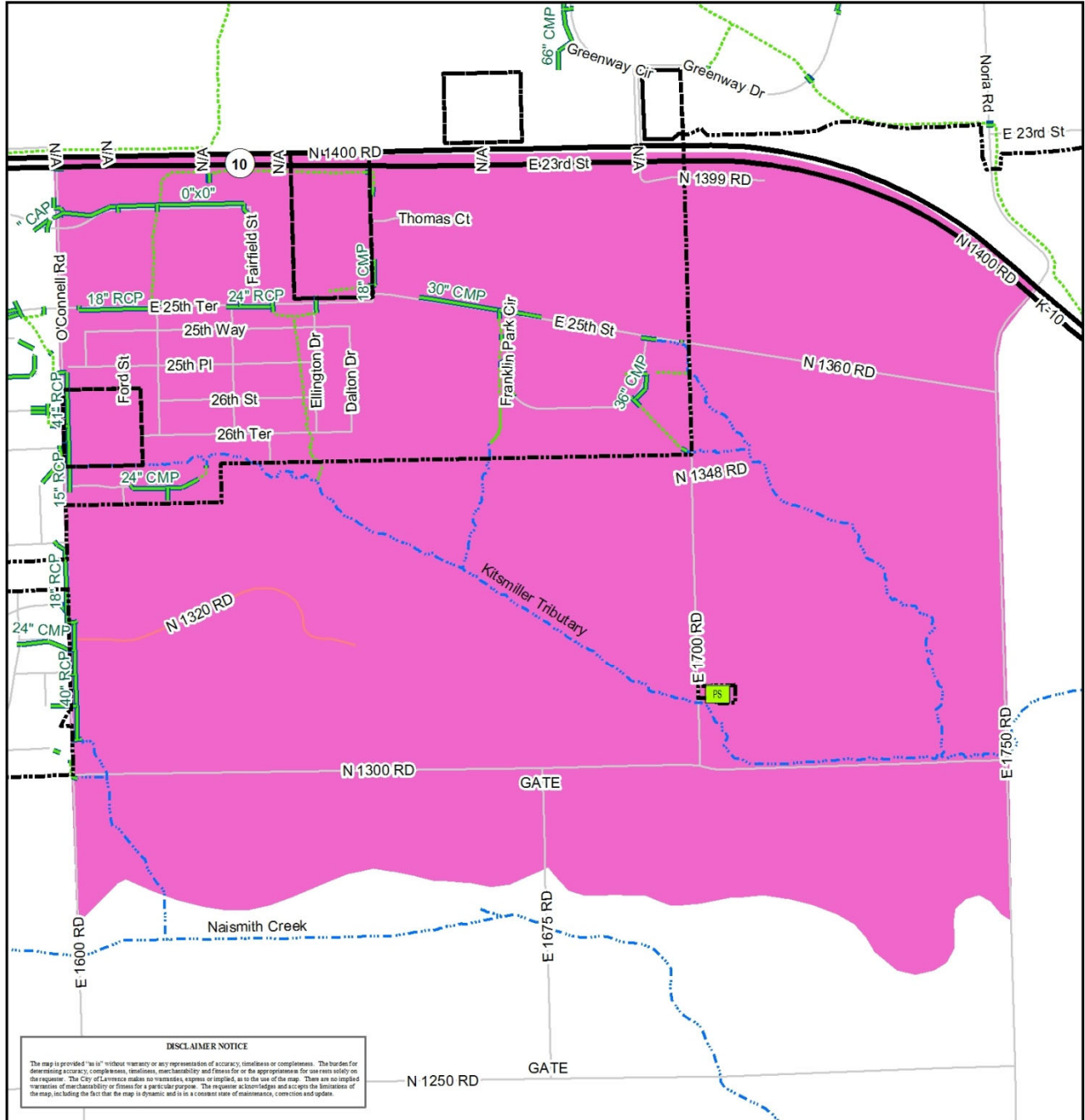
Southeast Area Plan

Map 2-4 Existing Stormwater Facilities

Map Date: 8/10/11

Legend

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



2.33 Transportation

2.331 Streets

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

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

2.332 Transit

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

2.333 Bicycle Facilities

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

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

Southeast Area Plan

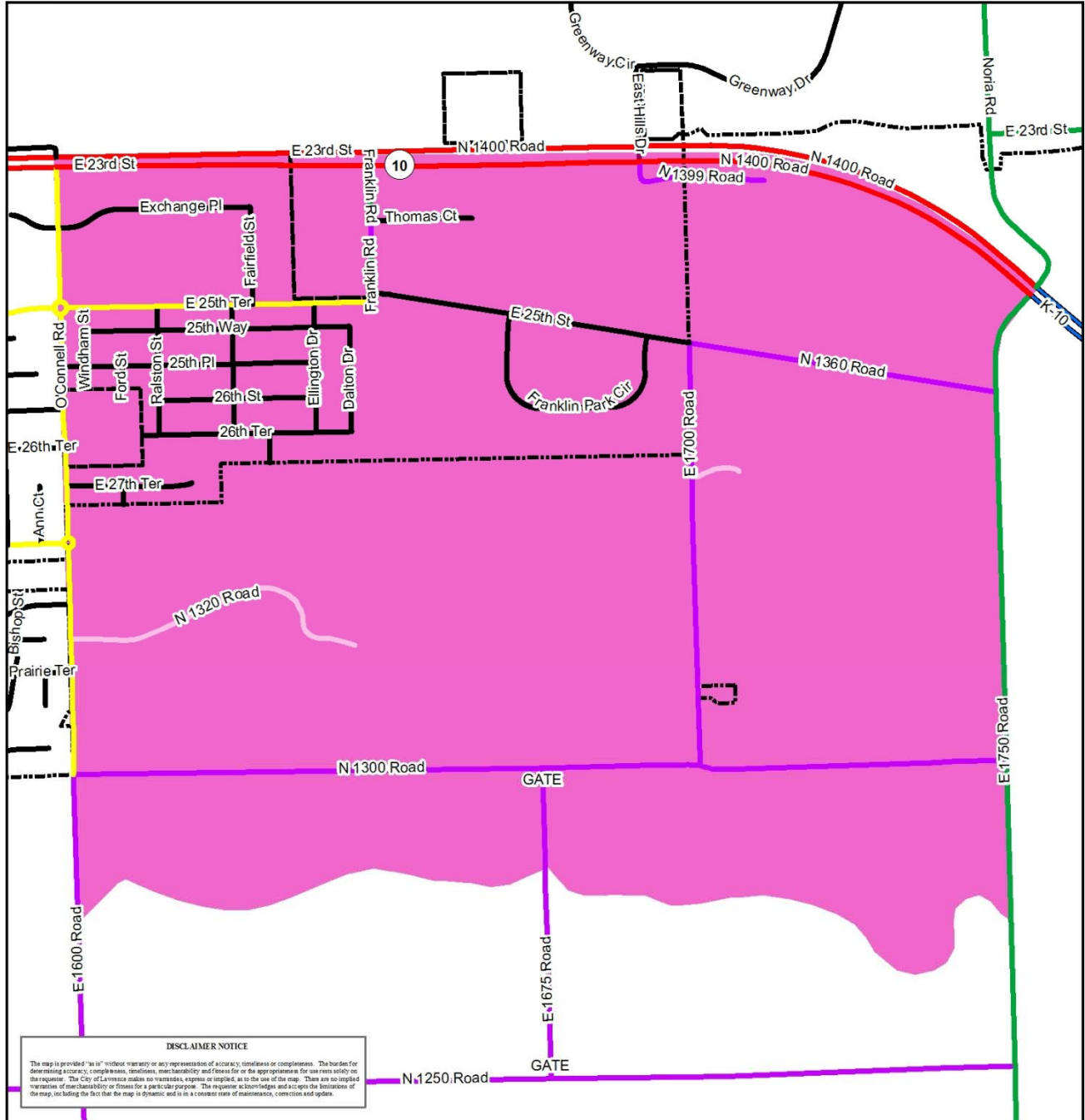
Map 2-5 Existing Street Classification

Legend

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



Map Date: 8/10/11



Southeast Area Plan

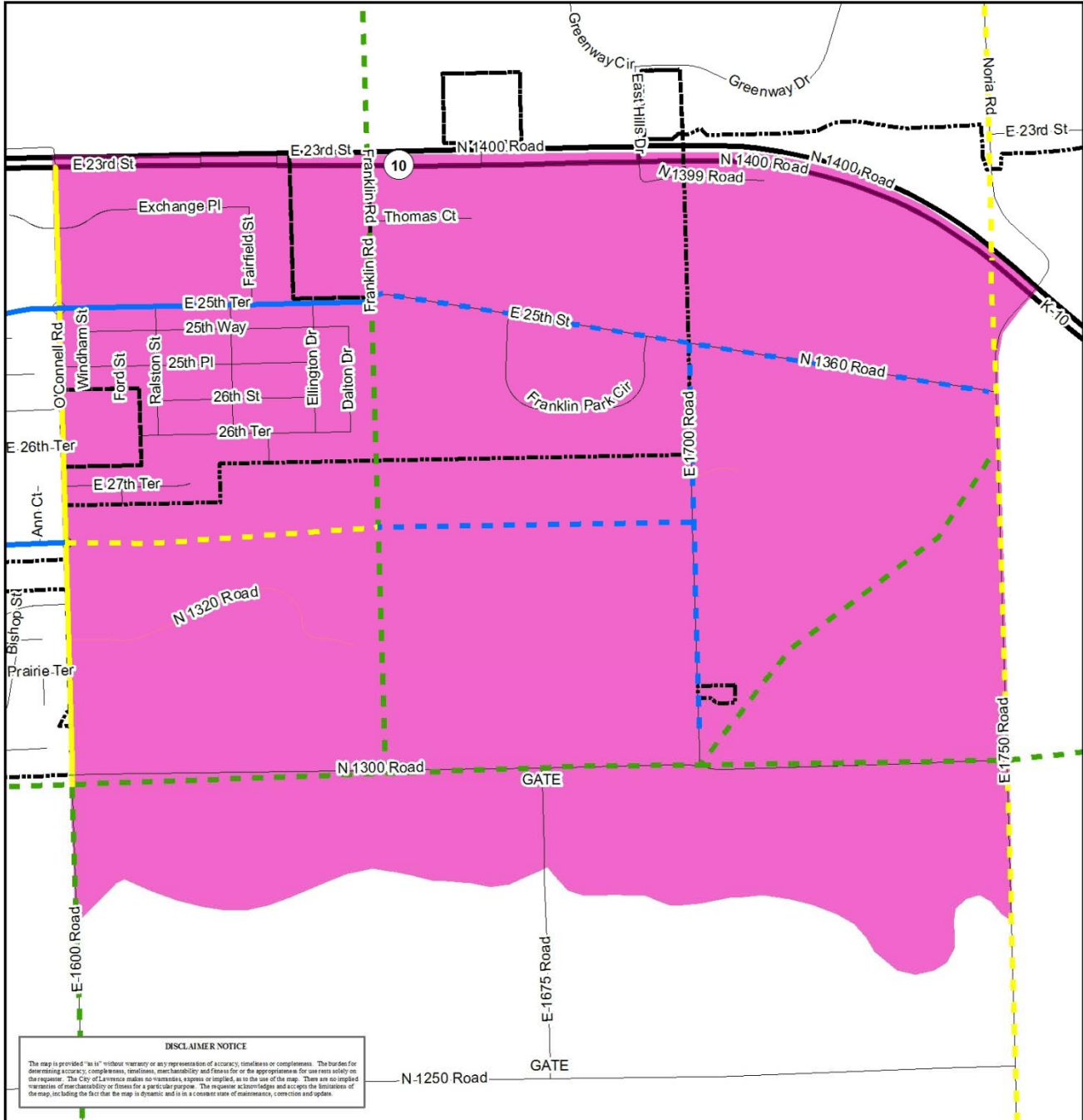
Map 2-6 Existing and Future Bicycle Facilities

Legend

- | | | |
|---|--|--|
|  City Limits | Bikeways |  Future Bike Lane |
|  Area Boundary |  Existing Bike Lane |  Future Bike Route |
| |  Existing Bike Route |  Future Shared Use Path |
| |  Existing Shared Use Path | |



Map Date: 8/10/11



2.4 Environmental Conditions

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

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

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


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

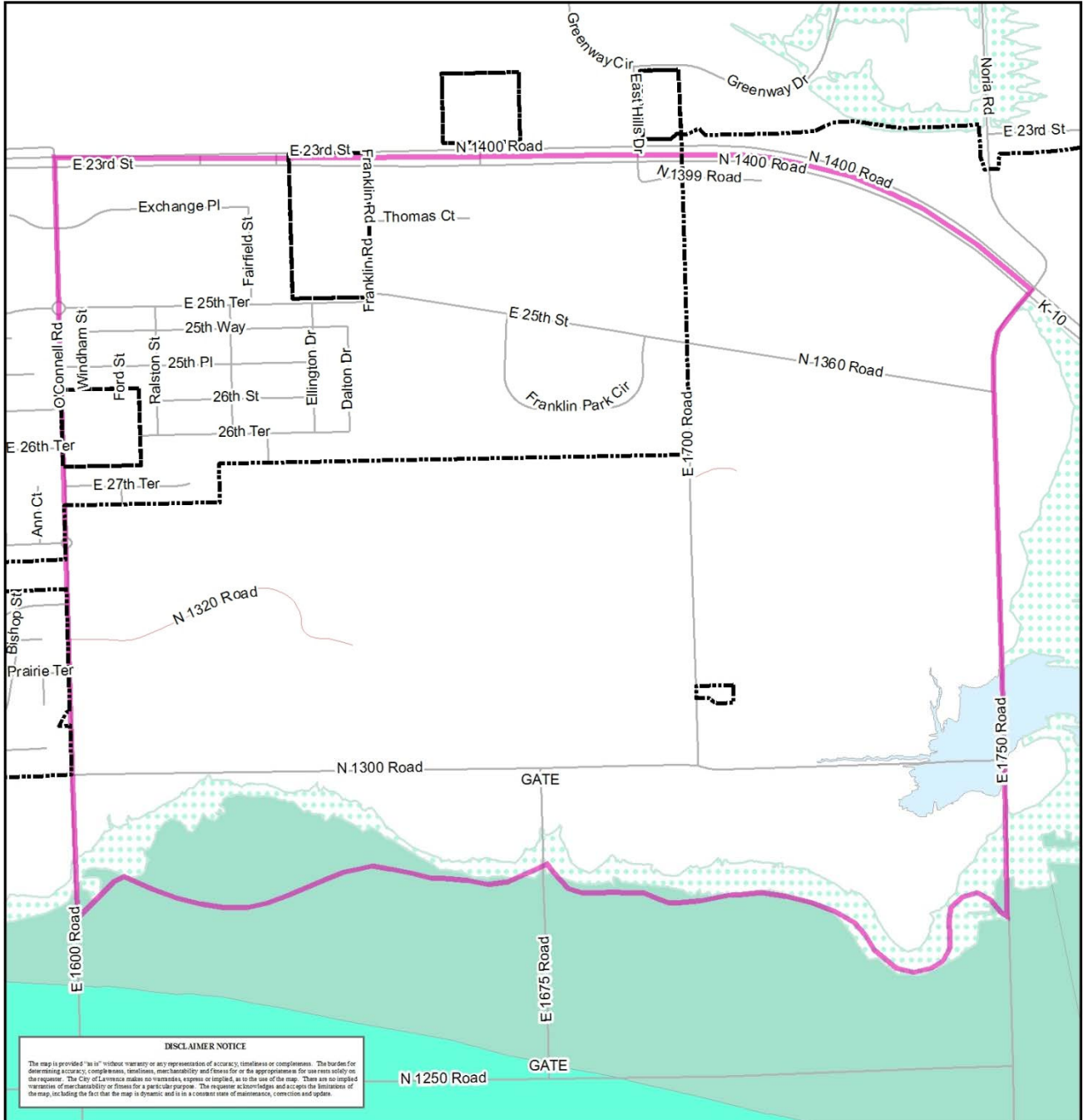


Southeast Area Plan

Map 2-7 Existing Floodplain


Legend

- | | | | |
|--|------------------------------|--|--|
| 
Map Date: 8/12/11 | City Limits
Area Boundary | 2010 FEMA Flood Maps
500 YEAR, 0.2 PCT ANNUAL CHANCE ,
100 YEAR, ZONE A | 100 YEAR, ZONE AE
100 YEAR, ZONE AE, FLOODWAY |
|--|------------------------------|--|--|














Southeast Area Plan

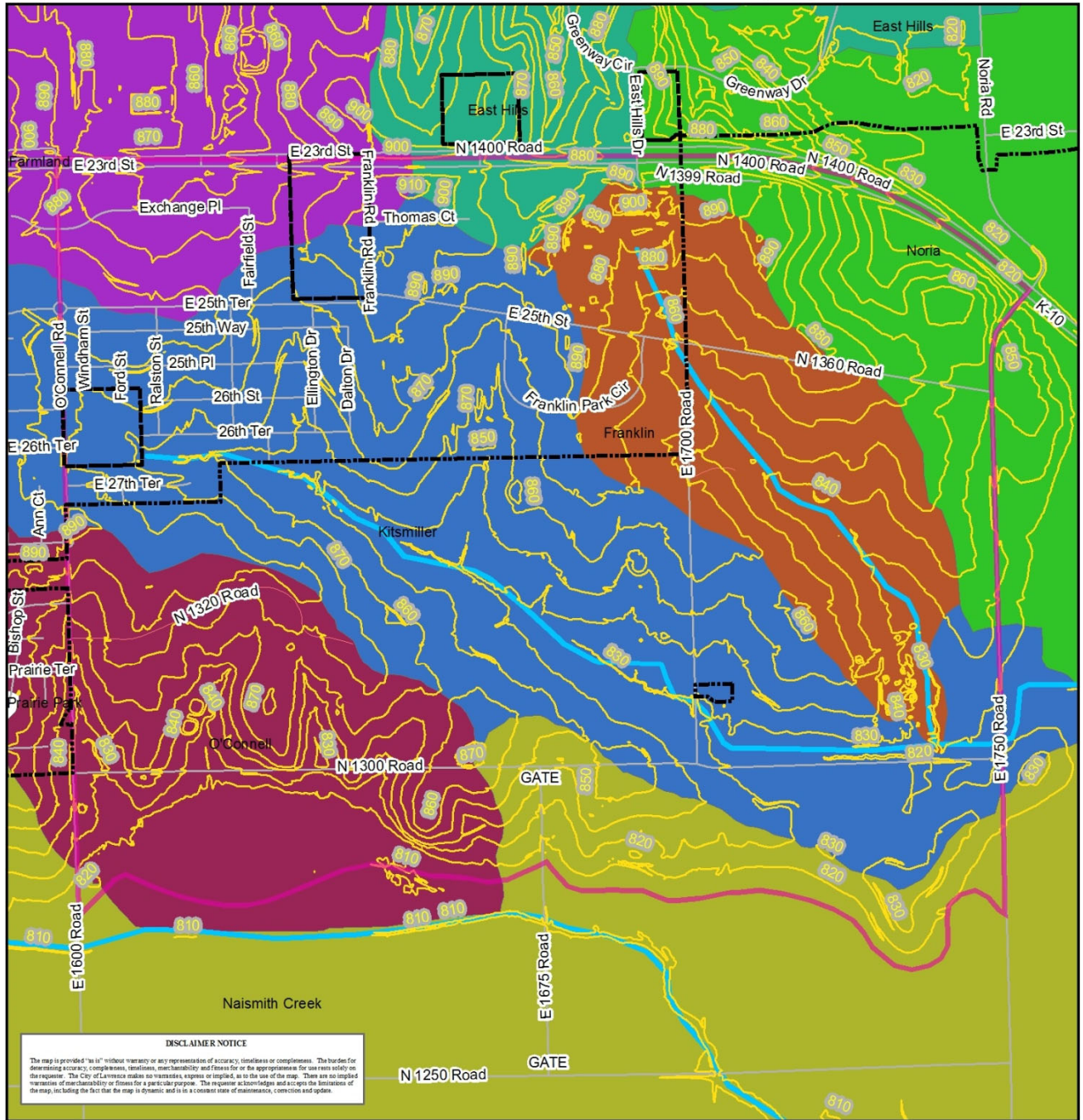
Map 2-8 Existing Environmental Features



Map Date: 8/12/11

Legend

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



2.5 Public Services/Facilities

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

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

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



Douglas County Jail

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



Fire & Medical Station No. 2

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

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

Section 3 - Recommendations

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

3.1 Land Use

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

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

Southeast Area Plan Map 3-1 Future Land Use

Legend

- City Limits
- Area Boundary

Major Thoroughfares

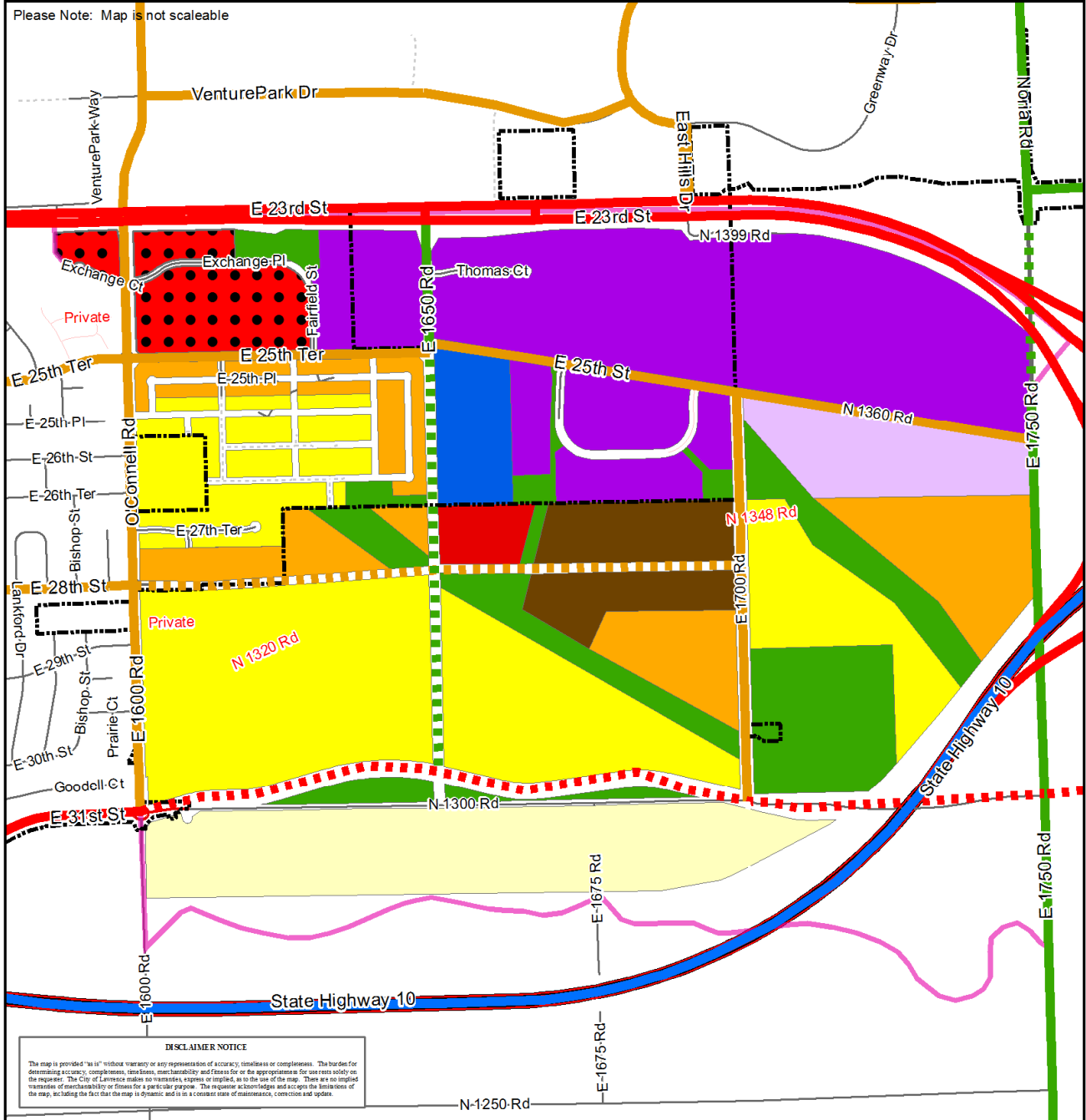
- freeway
- principal arterial
- minor arterial
- collector
- future freeway
- future arterial
- future minor arterial
- future collector
- future local

Future Land Use

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



Map Date: 11/6/2018



3.11 Land Use Descriptions

Very Low-Density Residential:

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

Density: 1 or fewer dwelling units per acre

Intensity: Very low

Applicable Area:

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

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

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

Low-Density Residential:

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

Density: 6 or fewer dwelling units per acre

Intensity: Low

Applicable Areas:

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

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

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

Medium-Density Residential:

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

Density: 7-15 dwelling units per acre

Intensity: Medium

Applicable Areas:

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

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

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

High-Density Residential:

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

Density: 16+ dwelling units per acre

Intensity: High

Applicable Areas:

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

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

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

Commercial:

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

Intensity: Medium-High

Applicable Areas:

- Area south~~east~~ of the intersection of E. 23rd Street/~~K-10 Highway~~ and O'Connell Road. (Community Commercial Center)
 - Southeast of E. 23rd Street and O'Connell Road – Community Commercial scale development, specifically the CC200 (Community Commercial District)
 - Southwest of E. 23rd Street and O'Connell Road - Neighborhood Commercial scale development, compatible with residential uses/development, specifically the CN2 (Neighborhood Commercial Center District)
- Area northeast of the intersection of Franklin Road extended and E. 28th Street extended. (Neighborhood Commercial Center)

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

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

Office/Warehouse:

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

Intensity: Low-Medium

Applicable Area:

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

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

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

Industrial:

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

Intensity: Medium-High

Applicable Area:

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

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

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

Public/ Institutional:

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

Intensity: Variable

Applicable Area:

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

Zoning Districts: GPI (General Public and Institutional)

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

Park/ Open Space:

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

Intensity: Low

Applicable Areas:

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

- Area between the E. 31st Street alignment and N 1300 Road (E. 31st Street)

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

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

3.2 Policies

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

3.21 Residential Land Use

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

3.22 Commercial Land Use

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

3.23 Public Facility/Open Space Land Use

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

3.24 Gateway

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

3.25 Transportation Facilities and Corridors

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

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

3.26 General

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

3.3 Implementation

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



Z-18-00364: Rezone Approximately 4.31 acres from CO (Office Commercial) District to CC200 (Community Commercial) District, located at 2110, 2120 & 2130 Exchange Court

CPA-18-00365: Comprehensive Plan Amendment to Horizon 2020, Chapter 6, Commercial Land Use, related to development at 2110, 2120 & 2130 Exchange Court



PC Minutes 11/14/18

ITEM NO. 5A COMPREHENSIVE PLAN AMENDMENT TO H2020, CHAPTER 6, COMMERCIAL LAND USE (SLD)

CPA-18-00365: Consider a Comprehensive Plan Amendment to Horizon 2020, Chapter 6, Commercial Land Use, and to Chapter 14 Specific Plans, to amend the Southeast Area Plan to include the southeast corner of the intersection of E. 23rd Street and O'Connell Road related to development located at 2110, 2120 & 2130 Exchange Ct. Submitted by CFS Engineers, for Eastside Acquisitions LLC, property owner of record.

ITEM NO. 5B REZONING 4.31 ACRES FROM CO TO CC200; 2110, 2120, 2130 EXCHANGE CT (SLD)

Z-18-00364: Consider a request to rezone approximately 4.31 acres from CO (Office Commercial) District to CC200 (Community Commercial) District excluding and prohibiting specific uses within the CC200 District, located at 2110, 2120 & 2130 Exchange Ct. Submitted by CFS Engineers, for Eastside Acquisitions LLC, property owner of record.

STAFF PRESENTATION

Sandra Day presented items 5A-5B together.

APPLICANT PRESENTATION

Bill Newsome said the ownership group purchased the property in 2003 and that there had not been one viable interest in the property. He said the current zoning was not of interest to the market. He felt the CC200 zoning was consistent with the commercial land use plan but staff did not agree with that. He said he held a neighborhood meeting and zero land owners attended. He said one of the allowed uses in CC200 is a hotel/motel use and is a viable use for the tract. He said he was disappointed with the staff recommendation and respectfully disagreed. He asked Planning Commission to approve the comprehensive plan amendment and the staff recommendation zoning. He said as the process for the new comprehensive plan takes course he would want a hotel/motel use on the site to be part of the approved uses. He said if he gets a contingent contract on the site the CN2 zoning would provide more marketing sizzle. He said if he receives a contract he would come back to request a zoning change. He felt the site was the perfect location for a hotel/motel use. He said a hotel was not necessarily a destination use. He said it would keep dollars in Lawrence.

PUBLIC COMMENT

No public comment.

COMMISSION DISCUSSION

Commissioner Kelly said they were between Horizon 2020 and Plan 2040. He asked staff for a recommendation with Plan 2040.

McCullough said that was what steered some of the staff analysis. He said there were clear differences in land use patterns on each section of the node. He said the southwest corner was developed with residential uses. He said Plan 2040 was aspiring to integrate some neighborhood commercial into residential areas. He said there was a need for commercial use to serve the area. He said staff was supportive of expanding the commercial node but wanting to be respectful of the residential area.

Commissioner Sands said the applicant was asking for a more intense zoning with restrictions. He wondered how it was different than conditional zoning.

Complete audio & video from this meeting can be found online:

<https://lawrenceks.org/boards/lawrence-douglas-county-metropolitan-planning-commission/>

McCullough said if Planning Commission felt the neighborhood commercial zoning was appropriate in this context then it provided more process and analysis to look at some of the uses in the CN2 zoning district through the Special Use Permit process than just striking certain uses from the CC200 zoning. He said the applicant felt the hotel use would be viable. He said the hotel use was not permitted in the CN2 zoning district but would be permitted in CC200. He said it boiled down to what was appropriate at the intersection that would be both commercial minded and residential minded. He said there was plenty of CC200 not developed in the area.

Commissioner Sands said the applicant intended to ask for rezoning for a hotel/motel use. He wondered if that was an appropriate use to border multi or single-family residential with no transition. He asked about the approximate density of the RM15 area.

Day said it would probably hit 14-15 units per acre. She showed the concept plan on the overhead. She said the landscaping would be the only buffer.

Commissioner Willey asked about the proposed building height for the multi-dwelling project.

Newsome said two-story.

Commissioner Willey said the existing CC200 zoning to the east of E 1600 Rd/O'Connell Road and south across 25th Terrace was single family with no transition.

Day said some of the uses in CC200 were fairly intensive for the site.

McCullough said the current CC200 was not built out so there were alternatives.

Commissioner Carttar said the rezoning was contingent on the comprehensive plan amendment. He asked staff to clarify the contingency.

McCullough said staff operated on the concept of nodal development for commercial uses versus stripping it out. He said part of the analysis was whether the Southeast Area Plan should be expanded to include this corner. He said the Southeast Area Plan, as proposed by staff, would expand it to a CC200 node with limitations. He said many sector and nodal plans call out the different quadrants that serve different needs.

Carttar asked if this was an artifact of the fact that this was essentially undeveloped land when the plan was developed.

McCullough said O'Connell Road was a natural ending point to the plan because much of it had been developed residential on the west side.

Day said there were other factors. She said the city had adequate services up to O'Connell Road but jumping that road was a significant planning concern that had to incorporate how services would be extended east. She said the boundary had to be somewhere. She said that was before there was focus on nodal design concepts that have been embraced over the last 10 years. She said the plan did not look at the node because it was focusing on what was happening on the north side of 23rd Street.

Commissioner Willey said it seemed a CN2 zoning designation was safe. She said she was not convinced that the uses allowed in CC200 would be inappropriate since it was industrial on the north side of the node and already CC200 on the east side of the node. She said there was already close proximity between CC200 and

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<https://lawrenceks.org/boards/lawrence-douglas-county-metropolitan-planning-commission/>

single-family in the area plan. She said it did not bother her to make that transition from RM15 to CC200 in that area.

Commissioner Carttar agreed with Commissioner Willey. He said this was a major thoroughfare and seemed appropriate.

Commissioner Kelly said if that's not the place for commercial where is the commercial neighborhood district for that area.

Commissioner Carpenter said this type of intersection does suggest a neighborhood commercial. He said it would eliminate conditional zoning. He said multi-family housing was not a buffer to single-family anymore because the new Plan 2040 would incorporate all types of housing in the same neighborhood. He said he was leaning toward the staff recommendation. He felt it met the goals of what they were discussing.

Commissioner Sinclair asked if Planning Commission approved the CC200 zoning with restrictions would another zoning request be needed in the future to undo the restrictions.

Day said yes.

Commissioner Willey asked Mr. Newsome if there were other uses allowed under CC200 but not allowed under CN2 zoning that concerned him.

Newsome said he did not have a hotel project in his pocket. He said there were other uses in CC200 that he generally liked, such as farm machinery (ex: John Deere dealership). He said the only reason he focused on a hotel/motel use was because it would be more probable. He said he met with staff and tried to take the uses off the table that were unrealistic. He said between the three lots it was about 4.5 acres and there were some uses in CC200 that could not be on the southwest corner due to the size. He said there was about 1/2 acre of unusable space due to the regulators on site. He said the southeast corner had sat with the current zoning for some time with no development. He said the hotel across the street was doing well.

Commissioner Carttar said Horizon 2020 identified a node for neighborhood commercial south of the Douglas County jail.

Day said that was part of the Southeast Area Plan.

Commissioner Sinclair said it looked like a lot of the uses that would be beneficial for neighborhood commercial were present in the CC200 zoning district also. He said there was the potential for a few other uses they would not want to see.

McCullough said that was true.

Commissioner Sinclair said he did not have a problem with a hotel but liked the idea of having services for the neighborhood. He asked if the owner of the abutting multi-family development was aware.

Newsome said the owner was the same party.

McCullough said one of the approaches is to look at context of uses and if tasked with developing a nodal plan first, how would you designate each corner of the intersection within its context if there was no zoning request. He said staff's approach was to give weight to the residential component of everything that exists west of O'Connell Road.

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Commissioner Kelly said they needed to give neighborhood commercial a chance. He said they were looking forward to spaces where neighborhoods have access to services. He said a hotel was a great use but that it or heavy equipment sales was not something the residents next door would use. He said if they were expecting people to age in place there needed to be services. He said there was opportunity for larger commercial development across O'Connell Road.

Commissioner Butler said the land owner had desires for his property. She said a hotel did not give her heartburn. She said she would support the comprehensive plan amendment and rezoning.

Commissioner Willey agreed with Commissioner Kelly, that they should give the neighborhood commercial a chance.

ACTION TAKEN on 5A

Motioned by Commissioner Carttar, seconded by Commissioner Carpenter, to approve a Comprehensive Plan Amendment, CPA-18-00365, to *Horizon 2020*, Chapter 14 Specific Plans, to amend the Southeast Area Plan to include the southwest corner of the intersection of E. 23rd Street and O'Connell Road related to property located at 2110, 2120, & 2130 Exchange Court, and forwarding the recommendation to the Lawrence City Commission.

Commissioner Struckhoff said in general it was an appropriate location for a hotel but that he agreed with Commissioner Kelly's comment about giving neighborhood commercial a chance. Said he would support the motion.

Motion carried 8-2, with Commissioners Butler and Sinclair voting in opposition. Commissioners Carpenter, Carttar, Kelly, Paden, Sands, Struckhoff, Weaver, and Willey voted in favor of the motion.

Motioned by Commissioner Sands, seconded by Commissioner Struckhoff, to approve and authorize the Chair to sign Planning Commission Resolution PCR-18-00552.

Motion carried 8-2, with Commissioners Butler and Sinclair voting in opposition. Commissioners Carpenter, Carttar, Kelly, Paden, Sands, Struckhoff, Weaver, and Willey voted in favor of the motion.

ACTION TAKEN on 5B

Commissioner Sands said he would staff the staff recommendation of CN2.

Motioned by Commissioner Sands, seconded by Commissioner Paden, to approve rezoning, Z-18-00364, approximately 4.31 acres, from CO (Office Commercial) District to an applicable commercial district based on the lesser change table set out in Section 20-1303(c), recommending approval of CN2 (Neighborhood Commercial Center) District and forwarding the recommendation to the City Commission with a recommendation for approval to CN2.

Motion carried 8-2, with Commissioners Butler and Sinclair voting in opposition. Commissioners Carpenter, Carttar, Kelly, Paden, Sands, Struckhoff, Weaver, and Willey voted in favor of the motion.

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