

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, OCTOBER 28, 2009

4:00 p.m. – County Commission Meeting

-Convene

-Consider approval of the minutes of September 30 and October 7, 2009

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Notice to Township for Cereal Malt Beverage Licenses for Clinton Marina and Clinton Submarina (Clerk's Office)
- (c) Consider approval of a Temporary Business Permit Application for Donna Wade Wingert (Retail Sale of Dried Fruits and Nuts) (Keith Dabney)
- (d) Consider approval on 800 MHZ radio maintenance renewal contract (Selma Southard); and
- (e) Acknowledge Fee Reports for August and September 2009.

REGULAR AGENDA

- (3) Consider for adoption a Home Rule Resolution which clarifies the status of private roads approved or currently in use that serve no more than 3 residences. (Linda Finger)
- (4) Executive Session on two (2) items for the purpose of consultation with County Counselor on matters which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

RECESS UNTIL 6:35 P.M.

- (5) Receive Planning review of the Conditional Use Permit **CUP-12-16-02** and all conditions attached thereto as required by Condition of Use XIV of the Hamm Eudora Quarry. (Mary Miller is the Planner)
- (6) Revised Conditional Use Permit **CUP-02-03-07** for Clinton Cove mini-storage for consideration of revised landscape implementation plan. (Sandra Day is the Planner)
- (7) Revised Site Plan **SP-8-36-09** for Maple Grove tenant finish. (Sandra Day is the Planner)
- (8) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (9) Adjourn

WEDNESDAY, NOVEMBER 4, 2009

-Proclamation for Health Department (Colleen Hill)

-Lone Star Weed Discussion

-Consider approval of resolutions granting Cereal Malt Beverage licenses for Flamingo Enterprises and Flamingo Enterprises/The Bird of Lawrence (Clerk's Office)

FRIDAY, NOVEMBER 6, 2009

9:00 a.m. -Canvass for Baldwin Special Election

WEDNESDAY, NOVEMBER 11, 2009

- Executive Session on an item for the purpose of consultation with County Counselor on matters which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.
- Consider request to create road right-of-way to extend N 800 Road to approximately 500 feet west of E 1050 Road (Keith Browning)
- Consider the appropriate range of variation for Mid-States Material's detailed reclamation plans for Phases 1A, 2, 3 and 4 of the Big Springs Quarry; 2 North 1700 Road. Submitted by Professional Engineering Consultants for Mid-States Ventures, L.L.C., property owner of record. (Mary Miller is the Planner)

THURSDAY, NOVEMBER 12, 2009

6:00 p.m. – Annual Joint Township Officials meeting at the Douglas County Fairgrounds (Building 1 & 2)

MONDAY, NOVEMBER 16, 2009

-34TH Annual KAC Conference in Overland Park. (2 or more Commissioners may attend)

WEDNESDAY, NOVEMBER 18, 2009

- Notice to Township for Cereal Malt Beverage Licenses
- Recognize volunteers for Emergency Management (Jillian Blair) (At approx. 7:00 p.m.)

WEDNESDAY, NOVEMBER 25, 2009

-No Commission Meeting

WEDNESDAY, DECEMBER 2, 2009

-Approve Cereal Malt Beverage Licenses

WEDNESDAY, DECEMBER 23, 2009

-No Commission meeting

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

1(b)

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Clinton Marina** to sell Cereal Malt Beverages at retail for consumption off the premises: **1329 E 800 Road**.

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 **28th day of October, 2009**

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.

Sales Tax Number: 48-0901171

Renewal: Valid From 1-1-10 to 12-31-10

(This form prepared by the Attorney General's Office)
(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

_____, Douglas COUNTY, KANSAS _____,

TO THE GOVERNING BODY OF THE CITY OF _____, KANSAS

or

THE BOARD OF COUNTY COMMISSIONERS OF Douglas COUNTY, KANSAS

On behalf of the Clinton Marina Grille ^{NAME:} CHANGED TO SUBMARINA

corporation whose principal place of business is 1329 E 800 Rd Lawrence KS

_____ and under authority of the resolution of the Board of Directors of said corporation, I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages on behalf of said corporation; for the purpose of securing such license, I make the following statement under oath:

1. The proposed licensee is Clinton Marina corporation with principal place of business at 1329 E 800 Rd. The resident agent is Megan Hiebert with offices at Same. Said corporation was incorporated on _____.

2. The following is the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent of corporate stock, and managers of said corporation together with their positions and addresses, ages, dates of birth, places of birth, methods of acquiring United States citizenship - if acquired by naturalization, date and place of naturalization, and the length of residence in the State of Kansas.

Megan S Hiebert, President DOB 03/05/1967 Wichita, KS

3. The premises for which the license is desired are located at Above

(a) The legal description of the premises is 7-13-19 Clinton Township

(b) The street number is 1329 E 800 Rd Lawrence, KS

(c) The building is described as Marina

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:
Clinton Marina, Inc.

4. The name(s) and address(es) of the owner or owners of the premises upon which the place of business is located is/are Land: State of Kansas
Building: Clinton Marina

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true:

- (a) None of them has within the last two years from this date been convicted of
- (1) A felony
 - (2) A crime involving moral turpitude
 - (3) Drunkenness
 - (4) Driving a motor vehicle while under the influence of intoxicating liquor
 - (5) Violation of any state or federal intoxicating liquor law
- If any of the above have been convicted of any of the above, specified offenses, the details are set out hereinafter.
- (b) No manager, officer or director or any stockholder owning in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:
- (1) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
 - (2) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent:

Name Megan Hiebert

Address 1329 E 800 Rd Lawrence KS

Residence 1711 E 1000 Rd Lawrence KS

Length of residence within this city or county in which the application is being made 32 years

Method of obtaining U.S. citizenship together with date of naturalization if such is the method _____

Date and place of birth Wichita, KS

I hereby certify that with regard to this above-named manager the statement contained in number 5 above is in every respect true. If not, the details are set out hereinafter.

7. This application is for a license to retail cereal malt beverage for consumption on the premises (). For a license to retail cereal malt beverages in original and unopened containers and not by consumption on the premises ().

A license fee of \$ 125 is enclosed herewith.

Rvd 10/2003

I, Megan Hiebert, President

(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

Clinton Marina, Inc.

(Corporation)

By Megan Hiebert PRESIDENT
(Signature and position of individual making application on behalf of corporation)

Attest: witness

Megan Hiebert
(Secretary of Corporation)

STATE OF KANSAS, COUNTY OF Douglas, ss.

I, Megan Hiebert, President, of the
(Signature and official position)

Clinton Marina, Inc., do
(Name of corporation)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Megan Hiebert PRESIDENT
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this _____ day of _____,

(Character of official administering oath)

My commission expires on the _____ day of _____,

APPLICATION APPROVED this _____ day of _____,

By _____
(Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

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STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, CLINTON TOWNSHIP

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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 **28th day of October, 2010**

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Building: Clinton Marina

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(Corporate Seal)

Clinton Marina, Inc.
(Corporation)

By Megan Hiebert PRESIDENT
(Signature and position of individual making application on behalf of corporation)

Attest: witness

Megan Hiebert
(Secretary of Corporation)

STATE OF KANSAS, COUNTY OF Douglas, SS.

I, Megan Hiebert, President, of the
(Signature and official position)

Clinton Marina, Inc., do
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solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Megan Hiebert PRESIDENT
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____

(Character of official administering oath)

My commission expires on the _____ day of _____, _____

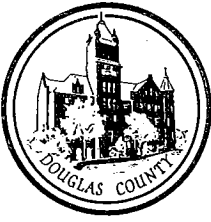
APPLICATION APPROVED this _____ day of _____, _____

By _____
(Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

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DOUGLAS COUNTY ZONING & CODES

2108 W. 27th Street, Suite I
Lawrence, KS 66047
(785) 331-1343 Fax (785) 331-1347

Keith R. Dabney
Director

1 (6)

MEMORANDUM

TO : Douglas County Board of County Commissioners
Craig Weinaug, Douglas County Administrator

FROM: Keith R. Dabney, Director, Zoning & Codes Department *K.R.D.*

DATE : October 20, 2009

RE : Temporary Business Use Permit - Donna Wingert Retail Sale of Dried Fruit & Nuts

Mrs. Donna Wade Wingert has made application for a Temporary Business Use Permit for the operation of a Flea Market to allow the retail sale of dried fruit and nuts on her property.

The proposed hours of operation will be from 7:30 A.M. to 6:30 P.M., from November 1st through December 15th, 2009.

The proposed location of the temporary business permit would be in Mrs. Wingert's accessory building, located at her residence, 693 E 1250 Road, Lawrence, Kansas. It is anticipated the parking area would be sufficient for approximately 20 parking spaces and space available for 200 plus vehicles on a gravel surface.

The following have been notified with regard to this request, Douglas County Sheriff's Department, Douglas County Health Department, Willow Springs Township and adjoining property owners within 1,000 feet.

STAFF RECOMMENDATION: APPROVAL, with a special notation that Mrs. Wingert has conducted this activity since 2001 and has complied with all zoning regulations and building code requirements.

Sale of Dried Fruit & Nut

Donna Wingert
693 E 1250 RD



Legend

- entrance09
- FutureThoroughfares**
- FUTCLASS**
- major collector
- freeway
- minor arterial
- minor collector
- principal arterial
- ownshp09_with_aerials



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

1(d)

INTEROFFICE MEMORANDUM

TO: NANCY THELLMAN, CHAIRPERSON

TO: JAMES FLORY, COMMISSIONER

TO: MIKE GAUGHAN, COMMISSIONER

FROM: SELMA M. SOUTHARD

SUBJECT: CONSENT FOR APPROVAL ON 800 MHZ RADIO MAINTENANCE RENEWAL

DATE: 10/21/2009

Requested action on the Douglas County 800 MHz Trunking Radio System Maintenance Renewal Contract. The contract start date: 01/01/2010 & contract end date: 12/31/2010, in the amount of \$34,950.36, paid out of the 911 budget. This maintenance contract covers the Dispatch Center, Central Electronics Bank, (hardware of the radio system) and Stratford Water Tower radio components.

1. Consent for approval to pay attached maintenance service agreement with Motorola Inc.
2. Authorize the Director of Emergency Communications Director to sign this agreement with Motorola Inc.
3. Authorization to execute the contract.

Cc: Craig Weinaug, Douglas County Administrator
ECC department File



SERVICE AGREEMENT

Attn: National Service Support
 1309 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001002871
 Contract Modifier: RN02-OCT-09 07:40:12
 Supercedes Agreement(s):

Date: 10/15/2009

Company Name: Douglas County Kansas
 Attn:
 Billing Address: 111 E 11th St
 City, State, Zip: Lawrence, KS 66044
 Customer Contact:
 Phone:
 Fax:

Required P.O.: No
 Customer #: 1000709131
 Bill to Tag #: 0001
 Contract Start Date: 01/01/2010
 Contract End Date: 12/31/2010
 Anniversary Day: Dec 31st
 Payment Cycle: ANNUAL
 Tax Exempt: Exempt From All Taxes
 PO # :
Annual Prepay Discount Applied

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
6	SVC01SVC1101C SVC260AA	INFRASTRUCTURE REPAIR WITH ADV REPL ENH: SMARTNET OPER POSITION	\$408.78	\$4,905.36
1	SVC265AA	ENH: DATATAC 2.02 SITE	\$.00	\$.00
1	SVC257AA	ENH: SMARTNET SITE	\$68.13	\$817.56
6	SVC258AA	ENH: SMARTNET STATION	\$340.44	\$4,085.28
	SVC01SVC1102C	DISPATCH SERVICE		
1	SVC248AA	ENH: DATATAC 2.02 SITE	\$.00	\$.00
1	SVC240AA	ENH: SMARTNET SITE	\$37.38	\$448.56
6	SVC241AA	ENH: SMARTNET STATION	\$38.10	\$457.20
6	SVC243AA	ENH: SMARTNET OPERATOR POSITION	\$31.08	\$372.96
	SVC01SVC1103C	NETWORK MONITORING SERVICE		
1	SVC282AA	ENH: SMARTNET STATION	\$23.75	\$285.00
1	SVC285AA	ENH: DATATAC 2.02 SITE	\$.00	\$.00
1	SVC273AA	ENH: SMARTNET SYSTEM	\$274.31	\$3,291.72
1	SVC281AA	ENH: SMARTNET SITE	\$50.17	\$602.04
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE		
1	SVC218AA	SITES	\$.00	\$.00
1	SVC218AA	SITES	\$243.62	\$2,923.44
6	SVC219AA	STATION(S)	\$657.78	\$7,893.36
6	SVC220AA	OPERATOR POSITIONS	\$584.70	\$7,016.40
1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)	\$109.63	\$1,315.56
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR		
2		UPS	\$44.66	\$535.92

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$ 2,912.53	\$ 34,950.36
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$2,912.53	\$34,950.36
	Taxes	-	-
	Grand Total	\$ 2,912.53	\$ 34,950.36
** Sell Price Reflects Annual Prepay Discount			
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			

Subcontractor(s)	 City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBURG	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
TFMCOMM INC	TOPEKA	KS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE FAX

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



MOTOROLA

Statement of Work

Prepared For :

DOUGLAS COUNTY KANSAS

111 E 11TH ST

LAWRENCE, KS 66044



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3 **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4 **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5 **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.6 **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7 **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8 **Customer:** The end-user Customer as identified in the Agreement.
- 1.9 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10 **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11 **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14 **Feature:** A Software functionality
- 1.15 **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17 **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20 **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and

- reinstalling the Components,, and placing the Equipment back into operation.
- 1.22 MCNS: Mission Critical Network Services
 - 1.23 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
 - 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
 - 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
 - 1.26 Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
 - 1.27 Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
 - 1.28 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
 - 1.29 Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
 - 1.30 Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
 - 1.31 Severity Level: The degree of adverse impact of an issue or Event.
 - 1.32 Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
 - 1.33 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
 - 1.34 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
 - 1.35 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
 - 1.36 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
 - 1.37 Start Date: Effective start date as listed on the Agreement.
 - 1.38 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
 - 1.39 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
 - 1.40 System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
 - 1.41 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
 - 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
 - 1.43 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
 - 1.44 Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
 - 1.45 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
 - 1.46 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
 - 1.47 Work-around: A change in the followed procedures or data supplied by Vendor to avoid

- error without substantially impairing use of the Equipment.
- 1.48 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows for Motorola to provide activity and performance reports.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or

Start Date.

- 2.5. Continuously receive service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7. Attempt remote Restoral, as appropriate.
- 2.8. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.8.1. Characterize the issue
 - 2.8.2. Determine a plan of action
 - 2.8.3. Assign and track the Case to resolution.
- 2.9. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.8
- 2.10. Ensure the required personnel have access to Customer information as needed.
- 2.11. Disable and enable System devices, as necessary, for Servicers.
- 2.12. Servicer will perform the following on-site:
 - 2.12.1. Run diagnostics on the Infrastructure or FRU.
 - 2.12.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.12.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.12.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.13. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.14. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.15. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.16. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.16.1. Open and closed; or
 - 2.16.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.17. Provide the following reports, as applicable:
 - 2.17.1. Case activity reports to Customer.
 - 2.17.2. Network Monitoring Service reports for Customer System(s).
 - 2.17.3. Network Activity/Availability Reports for ASTRO25, SmartZone/OmniLink, and Private Data Systems only.
- 2.18. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.19. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.

- 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1. Case notification preferences and procedure
 - 3.5.2. Repair Verification Preference and procedure
 - 3.5.3. Database and escalation procedure forms.
 - 3.5.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
- 3.7. Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12. Maintain and store in an easily accessible location proper System backups.
- 3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 3.15. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ● Response is provided Continuously ● Major System failure ● 33% of System down ● 33% of Site channels down ● Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ● This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ● Response during Standard Business Day ● Significant System Impairment not to exceed 33% of system down ● System problems presently being monitored ● This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ● Response during Standard Business Day ● Intermittent system issues ● Information questions ● Upgrades/preventative maintenance ● This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.
 - * Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
SMARTNET Monitored by MOSCAD SiteSentry	Site Controllers; Stations; Environmental Alarms; Channel Banks
Private Data	Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station

Legal Approval
February 28, 2008



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not

- classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
 - 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.7.5. Perform a System Test on select Infrastructure.
 - 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2. Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3. Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned

Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.

- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

- 1. All Infrastructure over seven (7) years from product cancellation date.
- 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
- 3. Physically damaged Infrastructure.
- 4. Third party Equipment not shipped by Motorola.
- 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
- 6. Test equipment.
- 7. Racks, furniture and cabinets.
- 8. Firmware and/or Software upgrades.

Approved by Contract and Compliance 6-3-09

Motorola, Inc.

1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quanto, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (Please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders Excludes All other technologies
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102

Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

Approved by Contract and Compliance 6-3-09

Motorola, Inc.

1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), Digital MSF5000 (DSS2) ONLY.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Approved by Contract and Compliance 6-3-09

Motorola, Inc.

1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A



Statement of Work

Local Infrastructure Repair

1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable

Motorola to provide Local Infrastructure Repair services to Customer.

Local Infrastructure Repair
Approved by Motorola Contracts & Compliance 01-15-2004
Inventory Management Service



DOUGLAS COUNTY ADMINISTRATION

Linda M. Finger
Planning Resource Coordinator

3

RE: Issue of development status on previously developed or approved Private Roads
DATE: October 22, 2009

An issue regarding the eligibility of homes constructed on a private road previously approved and/or developed prior to 1998 when the county amended the Subdivision Regulations to remove private roads from development options was raised by Russ Lang, a local realtor, several weeks ago at a Board of County Commissioners meeting. At that time, it was mentioned that staff (Keith Dabney, Evan Ice, and I) were researching the issue and would be coming forward soon with a recommendation for adoption of a Resolution to address the concerns raised by Mr. Lang; and, broader concerns that staff has with the documentation of private roads approval status..

The Home Rule Resolution in your packet addresses both Mr. Lang's concerns and staff's concerns regarding: the eligibility of homes, or the replacement or modification of existing homes, on private roads that have been in existence since 1998. The Resolution provides a policy determination that a private road serving 1-3 homes that were constructed or were in existence prior to 1998, are considered legitimate private roads for the purpose of issuance of building permits.

Douglas County Public Works
1242 Massachusetts [Mon – Wed]
Lawrence, KS 66044
(785) 832-5377 Fax (785)841-0943

Douglas County Zoning & Codes
2108 W 27th St, Suite I [Thur & Fri]
Lawrence, KS 66047
(785) 331-1343 Fax (785) 331-1347

Home Rule Resolution No. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS RETROACTIVELY APPROVING CERTAIN PRIVATE ROADS

WHEREAS, by Resolution No. 72-25 and Ordinance No. 4337, respectively, the Board of County Commissioners of Douglas County, Kansas (the "Board") and the Lawrence City Commission adopted joint subdivision regulations (the "Subdivision Regulations"), to be effective September 1, 1972 and applicable to land within the City of Lawrence and land in the unincorporated areas of Douglas County, Kansas (the "County"); and

WHEREAS, by Resolution No.78-21 adopted July 12, 1978, the Board amended the Subdivision Regulations to define the term "private street or road" and to permit no more than three residences on any private road located in the unincorporated areas of the County, but the new definition further provided that the Board must approve private road; and

WHEREAS, by Resolution No. 98-54, adopted November 24, 1998, the Board further amended the Subdivision Regulations to state that a "private street or road" is prohibited in the unincorporated area of the County, except for those approved prior to the adoption of the amendment; and

WHEREAS, as a result of differences in interpretation and application of the new definition of "private street or road" when considered in connection with property exempt from the Subdivision Regulations as a result of the so-called "5-acre exemption," numerous building permits were subsequently granted for single-family residences located on private roads that the Board had not formally approved; and

WHEREAS, the Board has considered the issue and determined that it is not good public policy to now question the legality of numerous building permits and single-family residences in the unincorporated areas of the County constructed pursuant to those building permits located on private roads that the Board had not formally approved.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, sitting in regular session this 28th day of October, 2009, and intending to exercise its statutory powers, including its powers of home rule legislation pursuant to K.S.A. 19-101a, does hereby resolve as follows:

1. **RETROACTIVE APPROVAL OF CERTAIN PRIVATE ROADS.** Each private road located in the unincorporated areas of Douglas County that the Board has not previously approved is retroactively approved if and to the extent the private road is adjacent to or traverses land for which a building permit for a single-family residence was granted on or prior to November 24, 1998 and the residence was thereafter constructed in accordance with such building permit or a successor to such building permit; provided, however, that the retroactive approval of a private road is only for purposes of legalizing and validating a single-family residence described in the foregoing sentence and only to the extent the number of single-family residences on the retroactively approved private road does not exceed three. Neither Douglas County nor any township or other governmental entity shall

have the responsibility to improve or maintain a private road approved pursuant to this Resolution.

2. **LIMITATION OF INTERPRETATION AND APPLICABILITY OF RESOLUTION.** This Resolution shall only apply to eliminate issues as to whether or not the single-family residences described in Section 1 are legally constructed and used, and this Resolution shall not be interpreted to legalize, validate or approve construction of any new single-family residence (that is not the replacement of an existing single-family residence) on any tract of land adjacent to any private road approved pursuant to Section 1. In addition, this Resolution shall not be interpreted to approve or validate a single-family residence to the extent the applicable land or residence does not otherwise comply with all other applicable County regulations.

3. **SEVERABILITY.** If any section, clause, sentence, or phrase of this 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 Resolution.

4. **EFFECTIVE DATE.** This Resolution shall take effect and be in force from and after its adoption and publication once in the official County newspaper.

ADOPTED by the Board of County Commissioners of Douglas County, Kansas, this 28th day of October, 2009.

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

Nancy Thellman, Chair

Jim Flory, Commissioner

Mike Gaughan, Commissioner

ATTEST:

Jameson D. Shew, County Clerk

**STAFF REPORT
BOARD OF COUNTY COMMISSION**

5 YEAR COMPLIANCE REVIEW FOR EUDORA QUARRY#58: CUP-12-16-02

Staff report on 5 year compliance review for Eudora Quarry #58 located in the northwest corner of the intersection of E 2400 and N 1200 Roads.

ATTACHMENTS:

- A: Conditions and Restrictions of Use for CUP-12-16-02; Eudora Quarry
- B: Fencing Plan.
- C: Approved site plan of operation for the Eudora Quarry CUP
- D: Pre-blast survey of springs on the Neis Property
- E: Quarry operator letter regarding proposed road improvements
- F: Quarry operator report certifying compliance with CUP

BACKGROUND

Conditional Use Permit, CUP-12-16-02, was approved for the Eudora Quarry by the County Commission on July 9, 2003 subject to conditions. These conditions were satisfied and the Conditional Use Permit was released on July 8, 2008.

An existing quarry was in operation at the northwest corner of the intersection of E2400 and N 1200 Roads prior to the adoption of the Zoning Regulations; therefore, a CUP is not required for the operation of this quarry. A Conditional Use Permit was approved for quarrying activity on the adjacent property to the north. Figure 1 shows the location of the existing quarry, previously called the Petefish Quarry, and the permitted quarry, Eudora Quarry #58. Reclamation of the existing quarry was included as a condition of this CUP.

Item 14 in the Conditions and Restrictions of Use requires that the Conditional Use Permit and all conditions be reviewed by the Planning Office and a report forwarded to the County Commission every 5 years. This review divides the conditions listed in the CUP into three categories: those which are not applicable at this time, due to inactive state of the quarry, those which must be met prior to commencement of quarrying activity, and ongoing conditions. The bulleted items indicate actions related to these conditions. Items in **green** type have been met, those in **blue** require further action before quarrying may commence.

Conditions which are not applicable at this time, due to inactive state of the quarry:

Condition No. 1. Allowed Uses.

The operation plan includes only the uses noted as 'allowed' uses. As quarrying has not commenced, there are no uses to review.

Condition No 3. Time Restrictions.

The CUP limits hours of operation; however, quarrying activity has not yet commenced in the quarry permitted with this CUP.

Condition No 4. Blasting.

The CUP sets standard hours for blasting and supplemental hours when conditions during other allowable periods are unfavorable; as the quarry is inactive there has been no blasting.

Condition No 7. Air Quality.

Compliance will be required when the quarry is in operation

Condition No 12. Noise and Light Pollution.

Lights and back-up signals on equipment and outdoor lighting at the facility must comply when the quarry is in operation.

Conditions that must be met prior to quarrying operations:

Condition No 6. Fencing.

A fencing and screening plan shall be submitted by the applicant and approved by the County Commission prior to commencement of operations. The fence along N 1200 Road shall be repaired. A security gate and fence shall be placed at the entrance to the quarrying site across the main haul road. Signage shall be installed on the security gate. A fencing plan has been submitted and staff has requested additional information on the method to be used for screening from adjacent properties. Top soil could be stockpiled in screening berms along the perimeter; however, it is understood that the length of the berms will be dependent on the amount of top soil available.

- **Staff requested additional information regarding screening of the quarry perimeter from adjacent properties. The revised fencing and screening plan shall be provided to the County Commission for approval prior to the commencement of quarrying operations.**
- **The fencing and signage shall be repaired/installed prior to quarrying activity. The operator shall notify the Planning office when the fencing has been installed.**

Condition No 9. Reclamation and Review.

- Detailed report and plan of quarrying operations required prior to commencing operation, the first year and every 5 years following. In addition, a detailed monitoring and management plan for the areas undergoing reclamation shall be provided. Reclamation plans for Cuts #1-4 shall be submitted prior to opening of quarrying activities in 'Future Reserves'.
- **A detailed plan of operation was submitted and approved with the original CUP approval. No reclamation is underway.**
- **A reclamation plan for the existing quarry shall be submitted for Planning review and County Commission approval prior to commencement of operations on Cuts #1-4.**
- **After the first year of quarrying activity, the operator shall provide the Planning Office and the Director of Public Works a detailed report and plan of quarrying operations and a detailed monitoring and management plan for the areas undergoing reclamation for Planning review and recommendation and approval by the County Commission.**
- **A performance bond in the amount required by applicable KS statutes to cover reclamation activities for the existing site and proposed Cuts #1-4 shall be filed with the KS State Conservation Commission prior to the commencement of any site preparation activities or any other work being done pursuant to the CUP.**

Condition No 10. Drainage Study

- **A detailed grading plan showing site runoff and its relationship to the adjoining properties must be submitted prior to commencement of quarry activity.**

Condition No 11. Site Access and Road Restrictions.

No direct access is proposed to E 2400 Road. Access for transport truck traffic and hauling of rock is currently taken from N 1200 Road.

- **The operation plan is compliant with the access restrictions.**
- **Prior to commencement of quarrying activity on the CUP quarry, the Douglas County Public Works Director and Eudora Township shall provide documentation to the Planning Office that the road improvements have been made to County and Township standards. Attachment E is the letter the quarry operator provided the Douglas County Public Works Office regarding road improvements.**

Ongoing Conditions:

Condition No 2. Setbacks.

No quarrying activity has occurred on this site; however, when quarrying activity begins, no quarrying operations may occur within these setbacks. Figure 2 illustrates the area included within these setbacks and that which is mineable.

The following setbacks have been established on the operation plan in conformance with the CUP:

Minimum of 500 ft from existing residences .

Minimum of 150 ft from the perimeter of the site, unless otherwise specified. There are greater setbacks shown, but none less than 150 ft from the perimeter of the site---with the exception of the adjacent quarried property to the south.

Minimum setback of 100 ft from the west side of the tributary running through the site.

No quarry operations east of the tributary.

- **Additional information shall be provided to the Planning Office regarding any limitations on quarrying activities within the KP&L 100ft right-of-way shown on the operation plan prior to commencement of quarrying operations beyond Cut #4.** (This is not a condition at this time, but is recommended by staff.)

Condition No 5. Pre-Blast Survey and Hydrologic Study. Any resident or property owner within ½ mile of the property may request Hamm Quarries to provide a pre-blast survey of their residences, wells, springs and outbuildings to determine the pre-blast condition, document such condition, and provide the report to the resident.

- **A pre-blast survey of the springs was conducted by Quad State Services, Inc. for the Neis property at the property owner's request. (Attachment D)**

A monitoring program which analyzes the impacts of daily blasting will be undertaken by an independent seismology firm after the initial blasting and the reports kept at the quarry.

- **When quarrying activity commences, this monitoring program shall be installed and reports maintained.**

Condition No 8. Other Regulatory Restrictions.

All applicable regulations shall be adhered to and permits obtained.

Condition No 13. Change in operator requires re-approval of the CUP.

Condition No 14. Inspection/Violation/Revocation

This 5 year compliance review is being conducted in compliance with this Condition. The requirement for the compliance review to occur within 5 years of the CUP approval was based on the assumption that the quarry would have been in operation. The Quarry CUP was approved in July of 2003 and released in July of 2008; therefore, no operations were possible within that 5 year period. It is difficult to estimate when the reserves will be depleted in the existing quarry and quarrying will commence in Quarry #58 as it is dependent on market demand. However, the operator indicated that they hoped to move into the new quarry within the near future, so they've submitted the first 5 year compliance review information at this time.

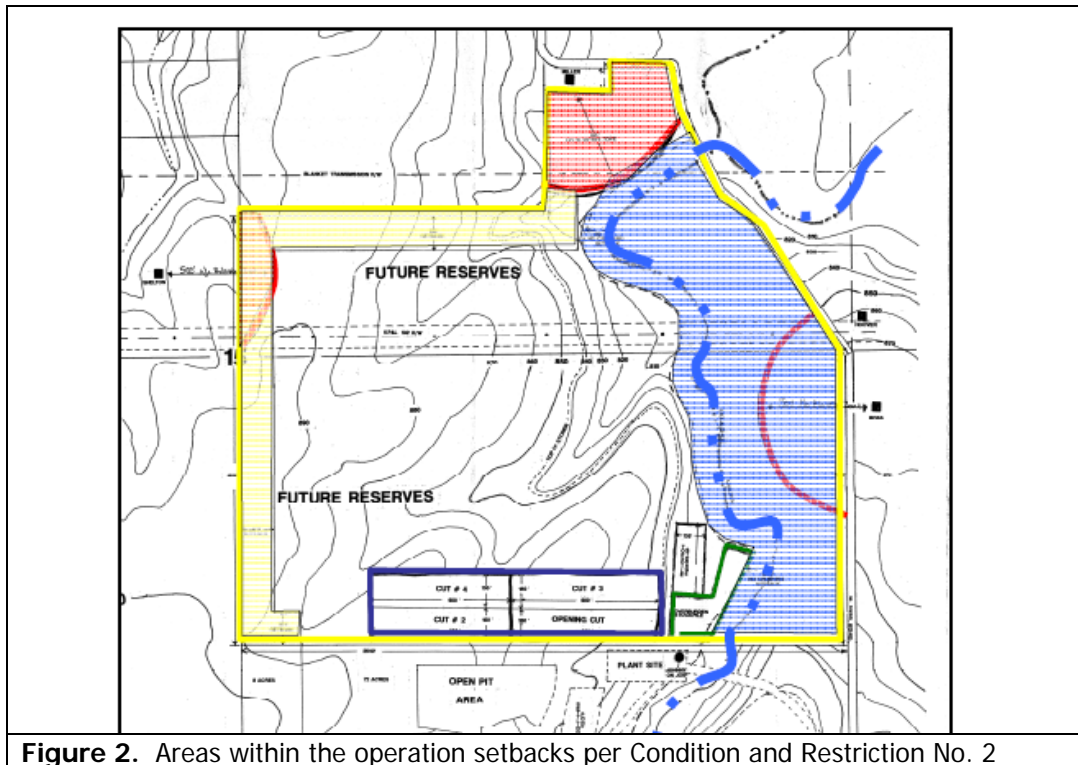
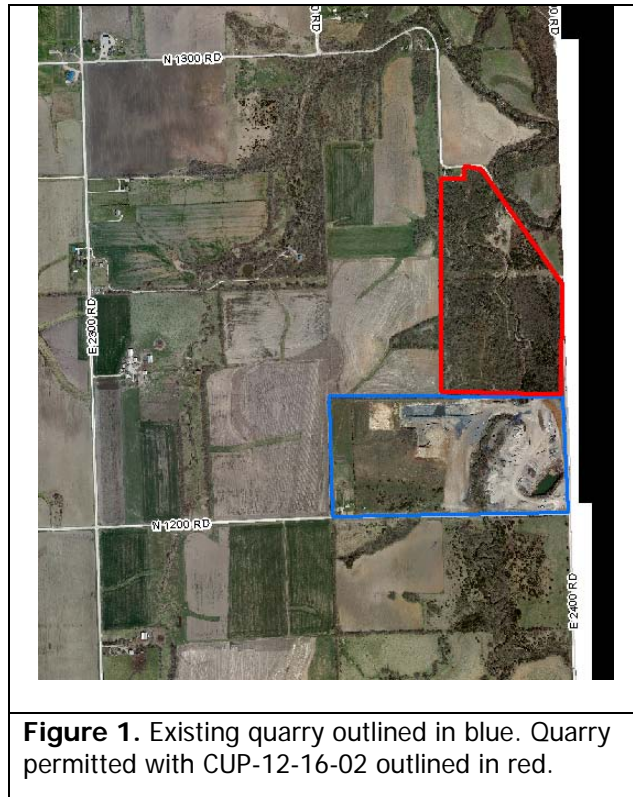
- **The applicant provided a report certifying compliance with the requirements of the CUP. (Attachment F)**
- **Property owners within 1000 ft of the quarry property were notified of the review process, as required.**

Condition No 15. Applicant/Hamm Quarries. This condition indicates that the conditions apply to Hamm Quarries, which is noted as the applicant and similar designations throughout the document and also applies to Hamm Quarries successors and permitted assigns.

SUMMARY OF ACTIONS NECESSARY PRIOR TO COMMENCEMENT OF QUARRYING ACTIVITY

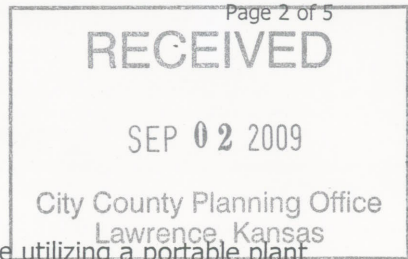
- The fencing and signage shall be repaired/installed prior to quarrying activity.
- A performance bond in the amount required by applicable KS statutes to cover reclamation activities for the existing site and proposed Cuts #1-4 shall be filed with the KS State Conservation Commission.
- A detailed grading plan showing site runoff and its relationship to the adjoining properties must be submitted.
- Road improvements must be made per the Douglas County Public Works Director and Eudora Township standards.
- Additional information shall be provided to the Planning Office regarding any limitations on quarrying activities within the KP&L 100ft right-of-way shown on the operation plan.
- When quarrying activity commences, the seismology monitoring program shall be installed and reports maintained.
- The revised fencing and screening plan shall be provided to the County Commission for approval.
- A reclamation plan for the existing quarry shall be submitted for Planning review and County Commission approval.

Conclusion: The quarry is in compliance with the conditions of the CUP as no quarrying activities have commenced on the Eudora Quarry #58. This review notes the actions which must be completed prior to the commencement of operation in Quarry #58. Any items which are required to be provided to the Planning Office and Director of Public Works may be provided at any time or when the reclamation plan for the existing quarry is submitted for Commission approval.



ACC. A

**CUP-12-16-02; Eudora Quarry #68
RESTRICTIONS OF USE**



I. Allowed Uses

- a) Quarry operations on this site shall consist of only the following:
- b) Removal of overburden and the extraction and processing of limestone and equipment.
- c) Stockpiling of topsoil, overburden, and limestone.
- d) Transportation and hauling of limestone and materials.
- e) Reclamation of the site.
- f) Blasting operations.

The property shall not be used or requested for use as a sanitary landfill within the life of this Conditional Use Permit.

II. Setbacks

- a) Operations setbacks vary around the perimeter of the site based on the submitted site plan. Required setbacks are:
 - b) A minimum setback of 500 feet from existing residences shown on the site plan.
 - c) A minimum setback of 150 feet from the perimeter of the site, unless otherwise specified.
 - d) A minimum setback of 100 feet from the west side of the tributary running through the site. No quarry operations east of the tributary running through the site.

III. Time Restrictions on Operations

- a) Removal of materials from site: 6 a.m. – 9:00 p.m., Mon. – Sat.;
- b) Production and extraction: 7 a.m. – 5:00 p.m., Mon. – Sat.;
- c) Blasting: See Blasting below;
- d) No quarry operations shall take place on the following holidays or the days on which such holidays are observed by Kansas State Government: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, and Christmas Day.
- e) If production demand requires additional production and extraction time outside the normal schedule, application for specific additional hours of operation for a specified period may be requested to the County Commission. Additional hours of operation for limited periods must be approved by the County Commission.

IV. Blasting

Blasting will follow recognized standards of the industry. Blasting shall be conducted between noon and 2:00 p.m. to the maximum extent possible and allowable by weather and atmospheric conditions. Blasting between 10:00 a.m. - noon and 2:00 p.m. – 4:00 p.m. shall be allowed occasionally to allow for weather and other conditions for efficient operation of the quarry. Blasting from 8:00 a.m. – 10:00 a.m. and 4:00 p.m. to 5:30 p.m. shall be permitted only in those circumstances when conditions during other allowable periods are unfavorable.

V. Pre-Blast Survey and Hydrologic Study

Any resident or property owner within 1/2 miles of the property may request Hamm Quarries to provide a pre-blast survey of their residences, wells, springs and outbuildings to determine the pre-blast condition, document such condition, and provide the report to the resident. Such a survey shall be paid for by Hamm Quarries and conducted by independent seismology and insurance firms.

Hamm Quarries shall contract with an independent seismology firm to monitor blasts at the commencement of quarrying operations at each residence within ½ mile of the blast site to assure that the blast design will not be harmful to any structures or wells and that all associated vibrations are below currently recognized safety levels. A report on the monitoring of initial blasting shall be made available to owners of the residences and such report shall include a full frequency analysis of vibrations.

After the initial blasting, Hamm Quarries shall contract for a continuous monitoring program commencing with the start of continuous regular blasting by an independent seismology firm at stations chosen by the seismology firm. A monthly report, which analyzes the impacts of daily blasting, will be available at Hamm Quarries' offices for inspection. Residents may request positioning of the seismograph to measure the impact at their property. The applicant shall not be required to conduct tests in excess of those it determines, based on the professional advice of its independent seismology firm, will provide adequate seismic readings at resident's properties. Any resident desiring to appeal the decision of the applicant concerning this condition may appeal it to the Douglas County Public Works Director who may order seismic tests at such locations as it deems appropriate under the circumstances at the expense of Hamm Quarries.

No explosives will be set in the ground overnight unguarded.

VI. Fencing

A fencing and screening plan shall be submitted by the applicant and approved by the County Commission prior to commencement of operations on the permitted property. The fence along N 1200 Road for the existing quarry will be repaired. A security gate and fence shall be placed at the entrance to the quarrying site across the main haul road. Secure gate to be locked during hours when no staff are present on the site. The entrance shall be signed stating:

- a) The operator's name, business address and phone number;
- b) Conditional Use Permit Number; and
- c) No Trespassing

VII. Air Quality

The quarry operator shall adhere to air quality standards of Kansas Department of Health and Environment (KDHE). Airborne dust produced as a result of the quarry operation shall be controlled by the operator and shall comply with all requirements of the Air Quality Standards and Regulations of the KDHE. Specifically, such airborne dust produced as a result of the quarrying operation shall not exceed 20 percent of opacity more than one (1) time in a one (1) year period as observed by an Official Observer of the KDHE over a five (5) minute period.

VIII. Other Regulatory Restrictions

All applicable regulations of utility companies, EPA, KDHE, Kansas State Board of Agriculture – DWR, Kansas State Conservation Commission, and other applicable agencies shall be adhered to and subsequent revisions to these regulations shall apply. All permits needed to operate a quarry, such as a National Pollutant Discharge Elimination System Permit, Mine Identification Number, Kansas State Board of Agriculture Division of Water Resources Permit to wash rock, discharge permit, etc. be obtained.

IX. Reclamation and Review

- a) Prior to commencing operation of the quarry, the first year of operation, and every 5 years thereafter, the applicants shall submit a detailed report and plan of quarrying operations to the Planning Office and to the Douglas County Public Works Director indicating the phases of quarry operation, location of stockpile area, estimated volume of material being extracted, and a detailed monitoring and management plan for the areas undergoing reclamation.

The Monitoring and Management Plan for the Reclamation Process shall include:

- a) Detailed reclamation plans submitted for each phase of the reclamation process for review and recommendation by the Planning Staff and approval by the County Commission. The reclamation plan for the existing quarry shall be submitted prior to commencement of operations on Cuts #1-4 shown on the plan. The reclamation plan for Cuts #1-4 shall be submitted prior to opening of quarrying activities in "Future Reserves", and each subsequent reclamation plan shall be submitted prior to the opening of the following phase of quarrying activity. The property shall be reclaimed to a state similar to the existing state (or better) with reference to general topography, percent slope, and plant and animal life supported by the established ecosystem. The plan shall be reviewed by the LDCPC for recommendation to the BCC for their approval.
- b) A performance bond in the amount required by applicable Kansas statutes with sufficient sureties shall be secured to cover reclamation activities for the existing site and proposed Cuts #1-4 as designated on the site plan and shall be filed with the Kansas State Conservation Commission (KSCC) prior to the commencement of any site preparation activities or any other work being done pursuant to the CUP. This performance bond shall remain in place for the entire life of the permit and shall not be subject to release until the plant site has been fully reclaimed and certification thereof shall have been made by the KSCC. The performance bond must meet the standards and statutes of the State of Kansas.

No more than 30 acres may be open, mined and extracted from at any one time on the quarry site, exclusive of the plant site. No more than 10 acres shall be open, mined and extracted from in a subsequent phase until reclamation is complete on the previous phase.

X. Drainage Study

Prior to work progressing in each phase of the quarrying operation, a detailed grading plan showing site runoff and its relationship to the adjoining properties shall be submitted to the Planning Office for review and approval prior to work progressing in each phase.

XI. Site Access and Road Restrictions

- a) No direct access to County Road E 2400 shall be allowed.
- b) The access to the site for transport truck traffic and hauling of rock shall be restricted to N 1200 Road.
- c) The route for truck traffic heading out of the site will be west on N 1200 Road to County Route 1061.
- d) Applicant shall provide rock, culvert pipes, and construction assistance to Eudora Township and Douglas County to improve N 1200 Road from E 2400 Road to County Road 1061 in conformance with requirements of Eudora Township and Douglas County Public Works Department.
 - i. The improvements required include replacement of four culverts according to Douglas County Public Works specifications and improvement of the road base and surface to a minimum width of 24 feet.
 - ii. Applicant shall pay Douglas County for costs of acquiring any additional right-of-way needed for the roadway and culvert improvements.
 - iii. Required road improvements shall be completed prior to any rock being extracted from the new permitted property.
 - iv. Applicant shall periodically supply rock and dust control for maintenance of the township road during periods of quarry activity.
 - v. Applicant shall pay Douglas County a fee of 10 cents per ton of rock hauled from the permitted property. The fee per ton amount will be indexed every year based on the Consumer Price Index for all urban consumers-all items. Funds from the fee shall be deposited by Douglas County in an account to be used by Public Works to assist in the maintenance of County Roads used by trucks hauling rock from the quarry.

- e) Restrictions which shall be posted at the entrance to the plant, regarding vehicles hauling from the site, are to include:
 - i) no flat bed trucks without sides or tailgates;
 - ii) tailgates in place and upright position; and
 - iii) all trucks leaving the site must be covered by a secure tarp.
- f) Hamm Quarries shall be responsible for spillage and clean up of aggregate within one mile of the plant site. The failure by the applicant to clean up spilled aggregate of such roads within a reasonable period of time shall be grounds for action under the Inspection/Violation/Revocation.
- g) Weight limitations shall be posted on appropriate roads adjacent to the quarry.
- h) Hamm Quarries shall take the lead to communicate and cooperate with the Douglas County Public Works Director and Eudora city and school officials on traffic controls on County Road during periods of quarry activity.

XII. Noise and Light Pollution

Vehicles used in plant operation (extraction and production) after 5:30 p.m. ½ hour prior to sunset shall be equipped with a strobe light in addition to the back-up (audible) signal alarm. During hours when it is permissible to use only a strobe light, the audible signal shall be turned off.

Permanent outdoor lighting at the plant area, mining area, and haul roads shall be shielded and directed down with a solid screen to prevent light pollution beyond the site boundaries. Lighting is restricted to low pressure sodium.

XIII. Permit Attached to Operator

A change in the quarry operator shall require the Conditional Use Permit to come back to the Planning Commission for review and to the County Commission for re-approval.

XIV. Inspection/Violation/Revocation

The Douglas County Commission, or the appointed representatives thereof, shall have the right, without advance notice, to enter the premises and inspect any aspect of the quarry operation for compliance with the conditions of this permit. Upon entering the premises, the County shall first request an escort by the applicant's representatives. If no escort is available, the inspection may proceed immediately.

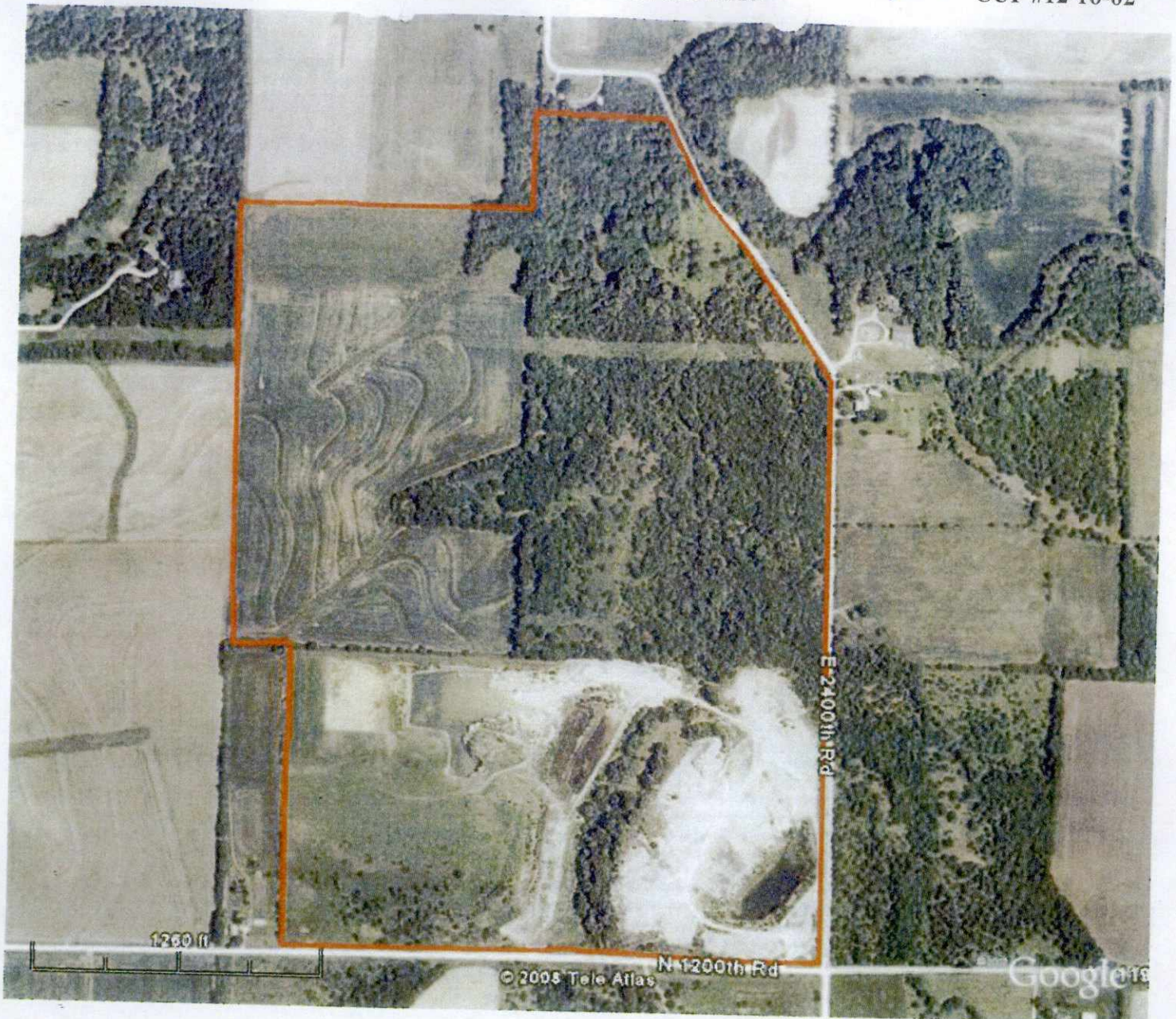
The Conditional Use Permit and all conditions attached thereto will be reviewed by the Planning Office and a report forwarded to the County Commission every five (5) years. The applicant will provide a report setting out quarry operations over the five year period and certifying compliance with the Conditions of Approval and Restrictions of Use.

At the times of such review, the County Commission shall review all conditions and Hamm Quarry's compliance therewith. If the County Commission finds that Hamm Quarries has failed to abide by any conditions listed in this document, the Commission may, after such appropriate notice to comply and opportunity to correct non-compliance within a reasonable time prior to taking action on permit revocation, revoke the Conditional Use Permit.

For the first five year review, Hamm Quarries shall provide a property ownership list to the Planning Office which will notice property owners within 1000 feet of the property of the Commission's review process. The Conditional Use Permit will expire in 2033 (30-year time limit), after which the owner/applicant shall be required to seek approval through a new CUP approval procedure.

XV. Applicant/Hamm Quarries

Throughout these Restrictions of Use, the terms Applicant, applicant, Hamm, Hamm Quarries, and similar designations are used interchangeably. All such terms shall refer to N.R. Hamm Quarry, Inc. and its successors and permitted assigns.



The existing quarry located to the south of the newly permitted quarry is fenced with five-strand barbed wire and steel posts on the West, South, and East sides. The North side has been left open to allow free access to the newly permitted quarry. The new site will have a five-strand barbed wire fence with steel posts. The new fence will encompass the entire site on all sides (excluding the south which adjoins the existing site) and connect to the existing fence on the south property providing a closed boundary around the entire quarry area. At this time there are no plans to install any new gates but a gate could be installed if access was deemed necessary at a later date. At present time the main gate is located at the southeast corner of the existing site.

PLAN OF OPERATION NR HAMM QUARRY INC.

NEIS QUARRY # 68

LEGAL DESCRIPTION

The North 1/2 of the Southeast 1/4 (N1/2 of SE1/4) and the South 4/8 acres of the Northeast 1/4 Section 15, Township 13 South, Range 21 East, Containing 129 Acres (more or less).
 Legally described as follows: The North Half of the Southeast Quarter of Section 15, Township 13 South, Range 21 East in Douglas County; The South Half of the Southeast Quarter of the Northeast Quarter of Section 15; All of the Southeast Quarter of the Northeast Quarter of Section 15, LESS that part on the East side thereof comprising about ten (10) acres conveyed by Levi Woodard and Sarah A. Woodard, his wife, to Henry S. Crummin on March 15, 1907, subsequently described as follows: Commencing at the Southeast corner of the Northeast Quarter of Section 15, Township 13 South, Range 21 East; thence North 34 1/2 degrees West 14.47 Chains; thence North 3 1/2 degrees West 5 Chains; thence North 40 1/2 degrees East 3 Chains; thence North 80 degrees East 2.43 Chains; thence East on the Quarter Section line 4.4 Chains to the Section line; thence South on the Section line 80 rods to place of beginning; and LESS the following, containing one acre, more or less: Beginning at a point in the Northeast corner of the West Three-Fourths of the Southeast Quarter of the Northeast Quarter of said Section 15; thence running South Ten (10) rods; thence East Sixteen (16) rods; thence North Ten (10) rods; thence West Sixteen (16) rods to the place of beginning.
 Location of this property: One mile South, and Two mile East of Eudora, Kansas (East 2400 Road & North 1200 Road), Douglas County, Kansas.

OPERATIONS:

- Entrance to present quarry operations will remain 200' West of intersection, East 2400 Road & North 1200 Road. This entrance is crushed stone surfacing and has a padlocked gate. Once operations commence on the new permitted site we will move the Quarry entrance West, an additional 1100'. This entrance will be surfaced with crushed stone and a padlocked gate will be provided. These entrances will both provide a safe visibility.

- The topsoil from the opening cut to be stockpiled on the East and North of the opening cut with the remaining overburden from the first cut to be stockpiled South and East of the overburden stockpile.

- We will be moving in one of our portable crushers, log washers, several conveyors, and radial stackers, to crush, size, and wash the limestone products.

HOURS OF OPERATIONS:

- Removal of materials from site, 6 a.m. - 9:00 p.m. Mon.-Saturday.
- Production and extraction, 7 a.m. - 9:00 p.m. Mon.-Saturday

HAUL ROAD:

- Entrance to quarry to be restricted to N 1200 Road
- Hamm to provide rock, culvert pipes, and construction assistance to Eudora Township and Douglas County to improve N 1200 Road from E 2400 Road to County Road 1061 in conformance requirements of Eudora township and Douglas County Public Works Department.
- The improvements required include replacement of four culverts according to Douglas County Public Works specifications and improvement of the road base and surface to a minimum width of 24 feet.
- Applicant shall pay Douglas County for costs of acquiring any additional right of way needed for the roadway and culvert improvements.
- Required road improvements shall be completed prior to any rock being extracted from the new permitted property.
- Applicant shall periodically supply rock and dust control for maintenance of the township road during periods of quarry activity.
- Applicant shall pay Douglas County a fee of 10 cents per ton of rock hauled from the permitted property. The per ton amount will be indexed every year based on the Consumers Price Index for all urban consumers-all items. Funds from the fee shall be deposited by Douglas County in an account to be used by the Public Works to assist in the maintenance of County Roads used by trucks hauling rock from the quarry.
- Restrictions which shall be posted at the entrance to the plant, regarding vehicles hauling from the site, are to include:
 - No flat bed trucks without sides or tailgates.
 - Tailgates in place and upright position.
 - All trucks leaving the site must be covered by a secure tarp.
- Hamm Quarries shall be responsible for spillage and clean up of aggregate within one mile of the plant site. The failure by the applicant to clean up spilled aggregate of such roads within a reasonable period of time shall be grounds for action under the Inspector's Violation/Reclamation.
- Weight limitations shall be posted on appropriate roads adjacent to the quarry.

CONTROLS:

BLASTING:

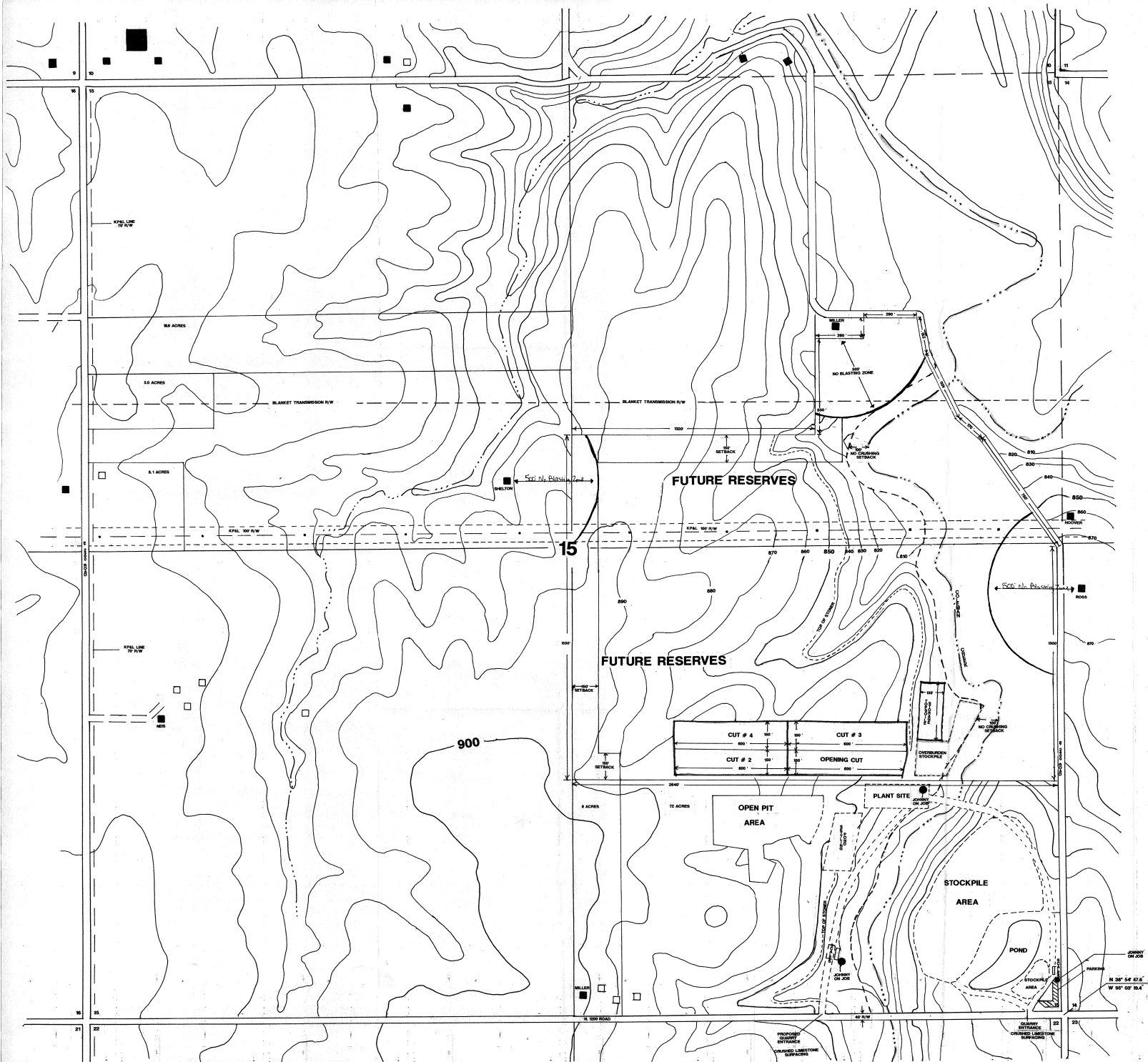
- We as operators realize the inherent fear of blasting and vibrations. We employ the use of a sequential timer and time delay caps to safely set off the conservative charges that break the rock. The sequential timer is a relative new device that is used to further break down the time between blasts between the different rows and holes. These machines are quite expensive, but prove to be well worth their expense as they have proven to help keep down the air noise and vibrations.
- Our blasters are licensed by the State Fire Marshals Office.
- Hours for blasting: 10:00 AM to 2:00 PM and 2:00 PM to 4:00 PM.
- Occasionally blasting during weather conditions 8:00AM to 10:00AM and 4:00 PM to 5:30 PM when unable to blast during normal weather conditions.

RECLAMATION PLAN

- The existing Petefish quarry to be reclaimed in two phases in accordance with Kansas State regulations: the first phase will reclaim the area East of the creek within one year of operations beginning on the permitted property and the second phase will reclaim the remainder of the property within three years after quarry operations conclude.
- Reclamation will begin with filling the cut areas with overburden and topsoil after extraction of the limestone. We will commence reclaiming the quarried out land as soon as we open an area large enough to effectively allow us to operate safely. The remainder of the quarry will be future reserves to be quarried out as market demands.
- All areas disturbed by the quarry operations will be reclaimed by replacing the overburden and topsoil. All slopes backfilled (3 to 1) and acceptable for farm equipment.
- All disturbed areas to be reseeded to USDA recommendations.
- A fencing and screening plan will be submitted to the County Commission for approval prior to commencement of operations on the permitted property. A survey will verify property boundaries and road rights of way. The fencing plan will specify the fence type and exact location.

Approved & Released
 State of Kansas
 Department of Geology
 State Geologist
 Date: _____

RECEIVED
 SEP 8 2009
 City County Planning Office
 Lawrence, Kansas



Att D

March 17, 2009

**Jeff Shamburg
Bartlett & West
1200 SW Executive Dr.
Topeka, KS 66615**

RECEIVED

SEP 02 2009

City County Planning Office
Lawrence, Kansas

RE: Evaluation of springs on the Neis Property, near Eudora, KS

Quad State Services, Inc. (QSSI) has completed a study of springs located on the Neis property near Eudora, Kansas. The subject property is in a portion of the north half of Section 15, Township 13 South, Range 21 East. The purpose of this study was to locate, describe, and assess the current condition of groundwater discharge areas (springs) on the Neis property prior to expansion of the Hamm Quarry blast area.

The project began with a meeting at the project site on February 23, 2009. Present at the meeting were, Lloyd Hemphill (QSSI), Adra Burks (attorney representing the landowner, Arthur Neis), Daniel Watkins (attorney representing Hamm Quarry, Inc.), and Jim Bogner and Ramon Gonzalez (Hamm representatives). Representatives of Hamm Quarry, Inc. outlined the area planned for future quarry expansion. Ms. Burks explained that 11 potential springs and one well were previously identified by the landowner/representatives. All present parties participated in a tour to locate several of these features and to identify property boundaries. After the meeting concluded, Lloyd Hemphill continued to map additional springs and observe local geology. Lloyd Hemphill conducted a second field survey on March 11, 2009. Both of these surveys are discussed below.

Background Information

Kansan age glacial deposits and Newman Terrace deposits mantle the uplands on the Neis and adjacent properties. The glacial deposits consist of unconsolidated clay, silt, sand, and gravel carried by advancing glaciers. These deposits are unstratified and poorly sorted except where reworked by meltwater streams. The Newman Terrace consists of sediments deposited by the Kansas River and surrounding streams prior the Wisconsin Glacial Stage (after the Kansan Glacial Stage). In the Kansas River Valley, the Newman Terrace deposits consist of unconsolidated sediments that grade upward from cobbles through sand to clayey silt at the surface. (O'Connor, 1960)

Captain and Coleman Creeks and their tributaries have eroded through the unconsolidated sediment and cut into consolidated bedrock. The bedrock formation exposed within the study area is the Stanton limestone, which consists of three limestone and two shale members. The members are, from top to bottom, the South Bend Limestone, Rock Lake Shale, Stoner Limestone, Eudora Shale, and Captain Creek Limestone and are described below (O'Connor, 1960).

- The South Bend Limestone Member, is a fine grained to sandy gray limestone ranging from 1 to 4 feet in thickness.
- The Rock Lake Shale Member ranges from 10 to 15 feet in thickness with the upper portion consisting of gray to dark brown micaceous sandstone and the lower portion gray, blue, and green shale.
- The Stoner Limestone Member is light blue-gray wavy bedded limestone that ranges from 15 to 17 feet in thickness. This limestone forms the most prominent outcrops in the area.
- The Eudora Shale Member consists of gray shale in the upper portion and thin-bedded black shale in middle and lower portion. The total thickness of the Eudora Shale is 7 feet.
- The lowest member is the Captain Creek Limestone Member, which consists of gray or gray-blue limestone ranging in thickness from 6 to 7 feet thick. (O'Connor, 1960)

Predominantly, groundwater is stored in the unconsolidated sediments containing sand and gravel and the sandstone units of the Rock Lake Shale member, which are considered minor aquifers in Douglas County. Groundwater is stored in the pore spaces between sediment grains and is transmitted through sediments and rocks when these pore spaces are interconnected. Limestone formations generally do not transmit groundwater except where they contain fractures. Fractures are more numerous near the ground surface and are often enlarged by dissolution of the limestone as a part of natural chemical weathering. Clay and shale formations are relatively impermeable and transmit very little groundwater.

Several types of springs are observed in the study area, including channel springs, contact springs, depression springs, and fracture springs.

- Channel springs occur on the banks of a stream, which has cut a channel below the water table.
- Contact springs occur at an outcrop where less permeable layers underlie permeable material and retard or prevent the downward percolation of groundwater, deflecting it to the surface.
- Depression springs occur where water flows to the surface because the land surface extends to or below the water table.
- Fracture springs occur where water flows from relatively large openings (fractures and joints) in rocks. In some cases, stream channels and depressions may not extend below a traditional water table but instead intercept groundwater pathways, such as fractures, which may only contain water intermittently.

The main source of groundwater in the area is percolation of precipitation into permeable soil and unconsolidated sediments. This groundwater can move downward into the underlying bedrock where it is permeable and in contact with overlying permeable material. The bedrock is most permeable near the surface where it is weathered and contains more fractures and enlarged bedding planes. Streams are an additional source of recharge, when the water level in the stream is higher than the surrounding water table.

Field Surveys

Two field surveys of the property were made by QSSI. The first survey was conducted on February 23, 2009 following a relatively dry period to identify perennial springs, which flow continuously during all seasons. The second survey was completed on March 11, 2009 after a significant precipitation event to identify intermittent springs that flow only during wet periods. Prior to the field surveys completed by QSSI, the landowner identified 11 potential springs and one well, and displayed them on a boundary survey map prepared by BHC Rhodes Civil Engineers & Surveyors. QSSI designated the springs as S-1 through S-11 and the well as W-1 (Figure 1). These springs were inspected and the area was searched for additional springs.

The total precipitation 60 days prior to the first field survey was 1.97 inches, according to preliminary data recorded at a USGS weather station near De Soto, KS. The last precipitation event previous to this survey occurred between February 8, 2009 and February 11, 2009 (twelve days prior to the field survey) with 0.92 inches of rainfall. Five additional springs were located during this survey and were designated as S-12 through S-16. Other areas containing damp soil or fractures with small amounts of seepage were observed but only the most significant springs and seeps were described. The smaller seeps may not be significant individually, but cumulatively they are an important source of water feeding the streams in the area. Table 1 contains a description of the springs as observed on February 23, 2009. Many of the springs listed in Table 1 do not have an obvious point of origin but were considered springs because moisture or seepage was present even during a relatively dry period. Additional field notes are also attached to this document.

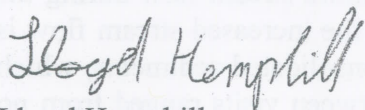
The second survey was conducted on March 11, 2009. In the period between the first and second survey, 1.88 inches of rainfall was recorded at the USGS weather station near De Soto, KS ending about one day prior to the field survey. An additional 1 to 3 inches of snowfall occurred on February 27 and February 28, but was not recorded by the weather station. In general, the streams on the Neis property contained more stream flow during the second survey, especially at the head of drainage areas. In part, the increased stream flow is explained by drainage from the shallow soil zone and from unconsolidated sediments, which were dry during the first survey. The change in spring flow between visits ranged from no increase to a threefold increase. One additional spring, designated as S-17, was observed and seepage was observed at S-15, which previously was dry. Many smaller seeps from outcrops and wet soils indicating seepage were observed during the second survey but individually they were not significant enough to list as springs. Table 2 contains observations made of springs during the second survey on March 11, 2009. Additional field notes are also attached to this document.

Conclusions

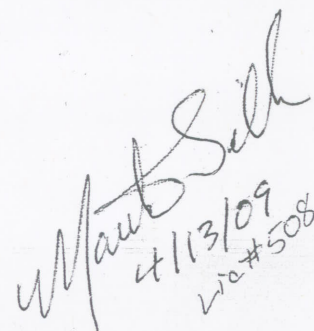
- Several different types and sources of springs are represented along the drainage areas on the Neis property.
- Unconsolidated Quaternary deposits are the source of spring discharge at the head of the drainage areas.
- Springs and seeps are found where sandy layers outcrop and at the contact between unconsolidated sediment and the underlying South Bend Limestone.
- Further downstream, springs and seeps are found where stream channels cut into the sandy upper portion of the Rock Lake shale and at the contact with the shale layers of the lower Rock Lake shale.
- In the lower stream reaches, groundwater discharges from fractures, joints, and bedding planes in the Stoner Limestone. These features are most common near the surface where they are enlarged by weathering processes.
- Non-weathered portions of the Stoner Limestone are likely much less permeable, thus the distance between recharge and discharge areas of the Stoner Limestone is relatively short.
- Some of the larger springs occur where the sub-cropping Eudora Shale interrupts the downward movement of groundwater in the Stoner Limestone and deflects it to the surface.
- Individually, the springs on the Neis property are relatively small, with estimated flows less than 5 gallons per minute. Cumulatively, however, they are an important source of water feeding the streams in the area.
- Following a period of precipitation, individual spring flow is increased at some springs but the number of large (intermittent) springs does not appear to increase significantly. However, the number of minor seeps does increase following a wet period.

Please do not hesitate to call if you have any questions or we can be of further service.

Respectfully Submitted,



Lloyd Hemphill
Hydrogeologist



W. Paul Salk
4/13/09
Lic # 508

References

O'Connor, H.G., 1960, Geology and Groundwater Resources of Douglas County, KS. Kansas Geological Survey Bulletin 148, accessed from <http://www.kgs.ku.edu/General/Geology/Douglas/index.html> on 12/8/08

Rogers, B.G., Ingram, W.T., Pearl, E.H., and Welter, L. W., 1981, Water and Wastewater Control Engineering Glossary, 3rd Edition. American Public Health Association, American Society of Civil Engineers, American Water Works Association, Water Pollution Control Federation. 441 p.

USDA, 1973, Soil Survey of Douglas County, Kansas. United States Department of Agriculture Soil Conservation Service & Kansas Agricultural Experiment Station.

USGS Topographic Map. United States Geological Survey, accessed from <http://nationalmap.gov> on 12/8/08

USGS Real-Time Data For Kansas: Precipitation. Preliminary precipitation data from weather stations at the Lawrence Airport, Lawrence, KS and Kill Creek at 95th St near DeSoto, KS, accessed from http://waterdata.usgs.gov/ks/nwis/current/?type=precip&group_key=county_cd



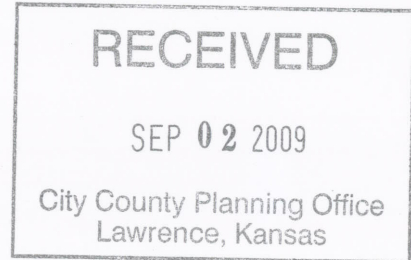
QUARRIES
CONSTRUCTION
ASPHALT
WASTE MANAGEMENT

609 Perry Place
PO Box 17
Perry, KS 66073-0017
Telephone 785-597-5111
FAX 785-597-5117

September 12, 2008

Keith Browning, P.E.
Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

Re: Eudora Quarry Road
Hamm Responsibilities



Dear Keith:

Listed below is the summary of the work Hamm will do in upgrading 1220N road for the Eudora Quarry after our meeting last Wednesday with you and Craig Weinaug.

- 1) Remove the existing cross road pipes, furnish and install new cross road pipes, grade roadway widening at the pipe locations.
- 2) Widen the roadway and cut new ditches as shown on the plans prepared by Douglas County.
- 3) Place 8" of new AB-3 rock over the widened roadway areas.
- 4) Profile grade to the elevations shown on the plans over the new cross road pipes and place new AB-3 surfacing.
- 5) Place riprap at the end of the pipes as shown on the plans.
- 6) Place earth at the end of the pipe backfill so that grass will grow.
- 7) Do necessary surveying to install the pipes and build to profile grades.
- 8) Provide necessary traffic control to close the road during construction activities.

Items to be done by Eudora Township:

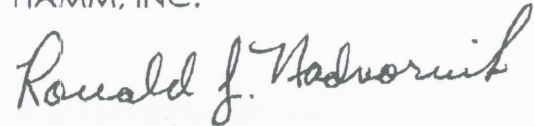
- 1) Furnish and install new entrance pipes.
- 2) Seed disturbed areas from the widening construction.

Note: No active construction inspection will be required by Douglas County. It will be Hamm's responsibility to insure proper construction of the work.

We will advise Douglas County of when we plan to stage the pipe installation and for road closures. If you have any comments to the items above, please advise me.

Respectfully yours,

HAMM, INC.

A handwritten signature in cursive script that reads "Ronald J. Nadvornik".

Ronald J. Nadvornik, P.E.
Project Manager

Cc: Craig Weinaug
Dan Watkins
Keith Knabe

RECEIVED

SEP 02 2009

City County Planning Office
Lawrence, Kansas

ACEF

MEMORANDUM

TO: Scott McCullough, Director
Lawrence-Douglas County Planning Office

FROM: Ramon Gonzalez *RG*

SUBJECT: NR Hamm Quarry, Inc.
Report for Planning Office Review of CUP-12-16-02/Compliance with Conditions

DATE: August 17, 2009

CUP 12-16-02 was approved by the Douglas County Commission July 9, 2003 for a thirty (30) year time period. Reviews by the Planning Office of the conditions and compliance therewith are to occur every five years during the 30 year period of the permit. The Planning Office then forwards a report to the County Commission which then reviews the conditions and Hamm's compliance. This report is provided by Hamm setting out activities over the period from the date of CUP approval certifying compliance with the Conditions of Approval and Restrictions of Use.

For the first review, property owners within 1000 feet of the quarry property are to be notified of the County Commission's Review process. A list of those property owners is attached.

Subsequent to approval of the CUP, NR Hamm Quarry, Inc. (Hamm) revised the face of the site plan to include the following matters consistent with the Restrictions of Use attached to the permit:

- Phased reclamation of existing quarry area
- Reserve areas set out consistent with setbacks
- Lengths and widths of quarry cut areas labeled
- Entrance and its surfacing labeled
- Current and proposed use and existing zoning identified
- Location and use of portable toilets on-site identified
- Legal description revised

A copy of the revised site plan submitted to the Planning Office is attached together with a copy of the Restrictions of Use approved by the County Commission.

Conditions/Restrictions of Use Prior to Commencement of Operations

The Restrictions of Use on Hamm's CUP provide for some activities to occur prior to beginning quarrying activity in the permitted area. The remainder of the conditions/restrictions apply to quarrying activity. Prior to commencing operations and extracting rock, Hamm is to

- Submit a fence and screening plan for County Commission review and approval

- Repair the fence along N. 1200 Road at the south boundary of the existing quarry area and provide lock and signage at the entry gate;
- Complete road improvements according to requirements of the Douglas County Public Works Department and Eudora Township;
- Provide pre-blast surveys to nearby property owners upon request to determine and document the pre-blast condition of residences, wells, springs and outbuildings;
- Provide a reclamation plan for the existing grandfathered quarry area;
- Provide a detailed report and plan of quarrying operations;
- Provide a drainage study with grading plan showing site runoff and relationship to adjoining properties.

Fencing Plan

A fence plan previously provided to the Planning Office is attached. This plan should be considered for approval by the County Commission.

Per the restrictions of use, the fence along N. 1200 has been repaired and a security gate and fence are in place at the entrance to the site. This gate is locked during hours no staff are present and the entrance is signed as required including a statement of "No Trespassing."

Road Improvements

Hamm has scheduled N. 1200 road improvements for this summer estimated to cost approximately \$150,000.

Hamm has reviewed the roadway improvement plans prepared by Douglas County Public Works, met with the Public Works director and agreed to construction of the work. The road improvements call for

- Widening roadway to 24' and cutting some new ditches
- Removing cross road pipes and furnishing and installing new roadway pipes
- Providing and placing 8" of new AB-3 rock over the widened roadway areas
- Profiling the grade over new pipe locations with new AB-3 surfacing
- Placing riprap at the pipe locations

Hamm is to provide necessary traffic control during the roadway improvement activities.

Pre-Blast Survey and Hydrologic Survey

Residents within ½ mile of the property may request that Hamm provide a pre-blast survey of their residences, wells, springs and out buildings to determine the pre-blast condition, document the pre-blast conditions and provide a report to the resident.

Hamm is to contract for blast monitoring to assure that the blast design will not be harmful to any structures or well and that all associated vibrations are below currently recognized safety levels.

At the request of a property owner to the north of the permitted area, Hamm contracted with Bartlett and West Engineering and Quad State Services, Inc. for a study to locate, describe and assess the current condition of groundwater discharge areas (springs) on the Neis property prior to expansion of the Hamm Quarry blast area. A copy of that report is attached.

Reclamation, Operations and Drainage Plans

A reclamation plan for the existing grandfathered quarry area is to be submitted prior to commencement of operations in the new area. The two phases of this plan for the existing quarry area call for reclamation of the area east of the creek within one year of operations beginning on the permitted property. The second phase will reclaim the remainder of the area within three years after quarrying operations conclude. Hamm will submit this reclamation plan for Planning staff review and approval by the County Commission prior to commencing operations on Cuts #1-4 in the permitted area shown on the site plan.

Also prior to commencing quarry operations on the permitted property, the first year of operations and every 5 years thereafter, Hamm is to submit a detailed report and plan of quarrying operations to the Planning Office and Douglas County Public Works Director indicating the phases of quarry operation, location of stockpile area, estimated volume of material being extracted and a detailed monitoring and management plan for the areas undergoing reclamation.

A report with a detailed grading plan showing site runoff and its relationship to adjoining properties is to be submitted to the Planning Office for review and approval prior to work progressing in each phase.

Hamm plans to submit these plans and reports to the Planning Office for review in advance of the commencement of quarry operations.

OTHER CONDITIONS/Restrictions of Use/Compliance

There are numerous state and federal permits, regulations and restrictions which must be obtained and adhered to for quarrying operations as set out in the CUP Restrictions of Use. These permits and other applicable laws and regulations will be obtained and complied with as they are at all Hamm quarry operations.

The Restrictions of Use set out in CUP 12-16-02 are being complied with by Hamm. No quarry operations can be commenced in the permitted area prior to the completion of the roadway improvements and review and approval of the plans and studies discussed in this memo. Hamm is proceeding with the road improvements and the other requirements of the CUP.

We look forward to discussing these matters with you and the County Commission as you review CUP compliance.

STAFF REPORT
CUP-2-3-07: Revision to approved landscape plan – Clinton Cove Storage
October 28, 2009

A. SUMMARY

CUP-2-3-07: A landscape plan for Clinton Cove Mini Storage Conditional Use Permit at 1415 E 900 Road. Submitted by Andrew Cope, property owner of record.

B. GENERAL INFORMATION

Current Zoning and Land Use:	B-3 (Limited Business District); existing storage facility including open and covered storage.
Surrounding Zoning and Land Use:	To the north: B-3 (Limited Business District); undeveloped property. To the west: A-1 (Suburban Home Residential) District; undeveloped agricultural land. To the east: A-1 (Suburban Home Residential) District to the east; east of K-10 Highway existing residential homes on large lots. To the south: A (Agricultural) District; Clinton Lake State Park and Corps of Engineers land; existing state park land.

Site Summary

Area	18.739 acres
Building Coverage	101,687 SF (Includes existing buildings to remain on east side of property)
Open Space	651,458 (Includes existing open storage area to remain)
Off-Street Parking Required	11 including office/employee use
Off-Street Parking Provided	13 spaces

C. STAFF REVIEW

The property includes 18.7 acres and has been developed as a storage facility. A key element of the project has been a discussion of appropriate screening for the development. To date, final landscaping has not been installed. The intent of the revised landscape plan is to provide an acceptable transition between the commercial development and the state park property. The development of the site utilized many of the original improvements including basic driveways around the site and existing utility corridors. The property is encumbered by exclusive utility easements along the periphery of the site that has resulted in a conflict with installation of in establishing the required landscaping around the property.

The applicant has been working with state park representatives to develop a revised landscape plan that utilizes mature trees from within the park to be transplanted at the cost of the developer to an area on the park property to screen the commercial use. The revised landscape plan shows existing and new

trees to be planted at 30' intervals along the south side of the commercial property. This plan was developed in cooperation with Kansas Department of Wildlife and Parks, and the U.S. Army Corps of Engineers.

At this time there is no proposed landscaping along E. 900 Road. The exclusive easements for utilities do not permit for the planting of vegetation beneath the overhead transmission lines. The development of the site precludes the installation of alternative landscape in this area. An existing fence is provided along the boundary of the property to both secure the use and to provide minimal screening from the public right-of-way.

Screening along the north property line was not required as the property abuts commercial development.

Screening along the west property line would still be applicable per the approved plan.

No other changes are proposed to the site.

D. Findings

Per Section 19A-5, staff shall first find that the following conditions have been met:

- (a) That the proposed use is a permitted use in the district in which the property is located;**

The subject property is B-3 (Limited Business) District, which permits ministorage or self storage activities.

- (b) That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;**

No new buildings are proposed as part of this site plan revision. This landscape plan amends the south planting schedule only along the south and east sides. Landscape screening will be located off-site on the park property. Native trees will be used from within the existing park and transplanted to the new location.

- (c) That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;**

No changes are proposed to the existing site circulation.

- (d) That the site plan provides for the safe movement of pedestrians within the site;**

Due to the nature of the business, individual pedestrian walkways are not provided within the site. The gravel drives provide customers with a safe, level surface for walking around the individual storage units as necessary.

- (e) That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures,**

parking, or access ways shall be landscaped with a mixture of grass, trees and shrubs;

There are no designated interior landscape areas within the site as the site is taken up with buildings, drives and exclusive utility easements. Minimal screening is provided off-site between the commercial property and the state park.

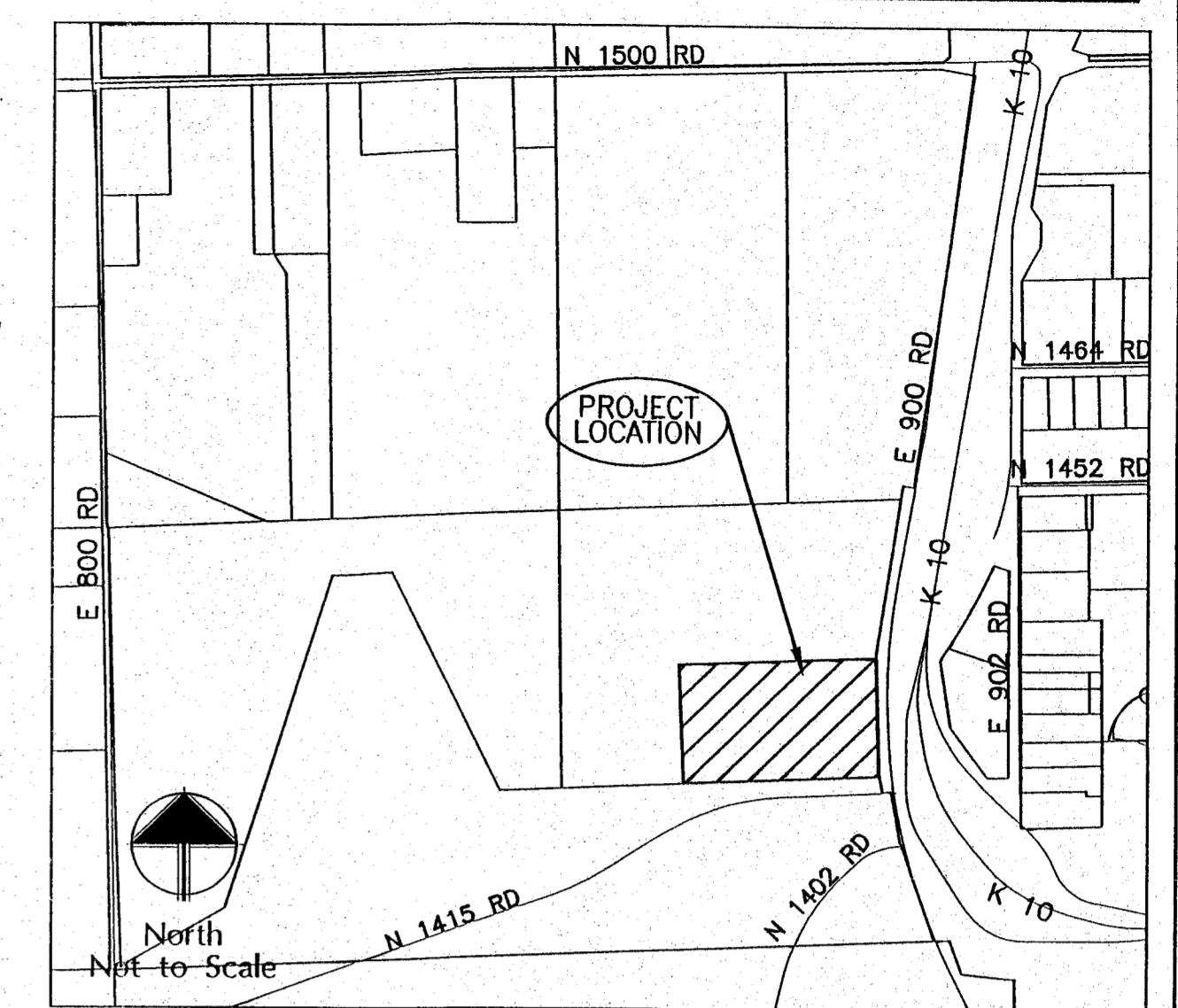
(f) That all outdoor trash storage areas are screened;

No outdoor trash storage is proposed.

E. CONCLUSION

Staff recommends approval of the revised landscape plan to include new plantings on the state park property and no plantings along E 900 Road as depicted on the attached exhibit.

Location Map



Legal Description

LOT 1, CLINTON COVE SUBDIVISION NO. 2. A SUBDIVISION IN DOUGLAS COUNTY, KANSAS, EXCLUSIVE OF RIGHT-OF-WAY TAKEN FOR THE SOUTH LAWRENCE TRAFFICWAY. THE ABOVE CONTAINS 18.739 ACRES.

General Notes

- OWNER: ANDREW M. COPE, SOUVENIRS, LLC, 9001 ROE AVENUE, PRAIRIE VILLAGE, KANSAS 66207
- LAND PLANNER/ENGINEER: LANDPLAN ENGINEERING, P.A., 1310 WAKARUSA DRIVE, LAWRENCE, KANSAS 66049
- PROPERTY ADDRESS: CLINTON COVE STORAGE, 1423 E. 900 RD., LAWRENCE, KANSAS 66049
- TOPOGRAPHIC INFORMATION OBTAINED FROM SURVEY PERFORMED BY LANDPLAN ENGINEERING, 2003.
- EXISTING LAND USE: COMMERCIAL
- PROPOSED LAND USE: COMMERCIAL
- EXISTING ZONING: B-3
- PROPOSED ZONING: B-3
- NO PART OF THIS SITE IS LOCATED WITHIN THE FLOODPLAIN PER FEMA MAP #20045C0019C, DATED NOVEMBER 7, 2001.
- ALL FACILITIES WILL BE DESIGNED IN ACCORDANCE WITH LOCAL AND FEDERAL ADA REQUIREMENTS.
- ALL LIGHTS ARE TO BE SHIELDED TO REFLECT OR DIRECT LIGHT AWAY FROM ADJOINING PROPERTY.
- TRASH TO BE REMOVED BY PRIVATE TRASH SERVICE.
- ALL STORAGE WILL BE KEPT WITHIN AN ENCLOSED BUILDING, UNLESS A PORTION IS DESIGNATED FOR COVERED (NON-ENCLOSED) OR EXTERIOR VEHICLE STORAGE. THIS AREA MAY BE USED FOR STORAGE OF TRUCKS, AUTOMOBILES, TRAILERS, BOATS OR RVs.
- ACTIVITIES WHICH ARE PROHIBITED WITHIN THE STORAGE FACILITY INCLUDE MISCELLANEOUS OR GARAGE SALES, COMMERCIAL SHIPPING AND RECEIVING, AND THE SERVICING OR REPAIR OF MOTOR VEHICLES, BOATS, TRAILERS, LAWN MOWERS AND OTHER SIMILAR EQUIPMENT. STORAGE SPACES SHALL NOT BE USED FOR STORAGE OF COMMERCIAL OR INDUSTRIAL TRUCKS AND/OR TRAILERS, WORKSHOPS, HOBBY SHOPS, MANUFACTURING OR SIMILAR USES. HUMAN OCCUPANCY SHALL BE LIMITED TO THAT REQUIRED TO TRANSPORT, ARRANGE AND MAINTAIN STORED MATERIALS, INCLUDING STORAGE FACILITY RESIDENT-MANAGER QUARTERS.
- A KEYLESS KEYPAD ENTRY SYSTEM WILL BE PROVIDED, OR SIMILAR SECURE ENTRY SYSTEM WITH MONITORING ABILITY.
- ALL STORAGE UNITS MUST BE ORIENTED TOWARD THE INTERIOR OF THE SITE. DOORS MAY NOT BE LOCATED ALONG THE WEST SIDE OF BUILDING 0.
- OFFICE/MANAGER'S RESIDENCE IS PERMITTED AS PART OF THIS CUP FOR THE STORAGE FACILITY AREA.
- THE PARKING LOT AREA LOCATED WEST OF BUILDING "A" IS FOR CUSTOMER PARKING OR ACTIVITIES ASSOCIATED WITH BUSINESS OPERATIONS ALLOWED IN B-3 ZONING AND SPECIFICALLY PROHIBITS THE STORAGE OF VEHICLES. ANY OUTDOOR STORAGE OR DISPLAY OUTSIDE OF THE STORAGE FACILITY AREA SHALL FIRST BE APPROVED BY A REVISED SITE PLAN PRIOR TO ACTIVITY OR USE OF PARKING LOT FOR STORAGE OR DISPLAY ACTIVITIES. SITE PLAN TO BE REVIEWED/APPROVED ADMINISTRATIVELY AS APPROPRIATE WITHIN THE B-3 DISTRICT.

Phases

PHASE	BLDG.	STARTING
PHASE I	BLDG. A-B, P-R	STARTING SUMMER 2007
PHASE II	BLDG. C-D, S-T	STARTING 2010
PHASE III	BLDG. E-I	STARTING 2015
PHASE IV	BLDG. J-O	STARTING 2020

(PHASES MAY BE ADJUSTED PER OWNERS' DISCRETION BASED ON SUPPLY AND DEMAND.)

Landscape Schedule

SYMBOL	QTY.	SPECIES	SIZE	COND.	SPACING
(Symbol)	17	Amelanchier, Autumn Brims	5 1/2'	BAR	40' O.C. (ALTERNATE SPECIES)
(Symbol)	17	Ash, Purple Autumn	MIN 2' CAL.	BAR	40' O.C.
(Symbol)	15	Crabapple, Prairie Fire	1.5 cal	BAR	40' O.C.
(Symbol)	200	Spartan Juniper	3/5	CONT.	8' O.C.
(Symbol)	49	Spartan Juniper	3/5 1/2'	BAR	40' O.C.

*HEIGHT SPECIFIED BY PLANNING COMMISSION AT 3/28/07 MTC.

**A CUP Plan for
CLINTON COVE
STORAGE**

Douglas County, Kansas

Landplan Engineering, P.A.
Civil Engineering
Landscape Architecture
Community Planning
Surveying

1310 Wakarusa Drive
Lawrence, Kansas 66049
Tel: (785) 842-2424
Fax: (785) 842-2410
www.landplaneng.com

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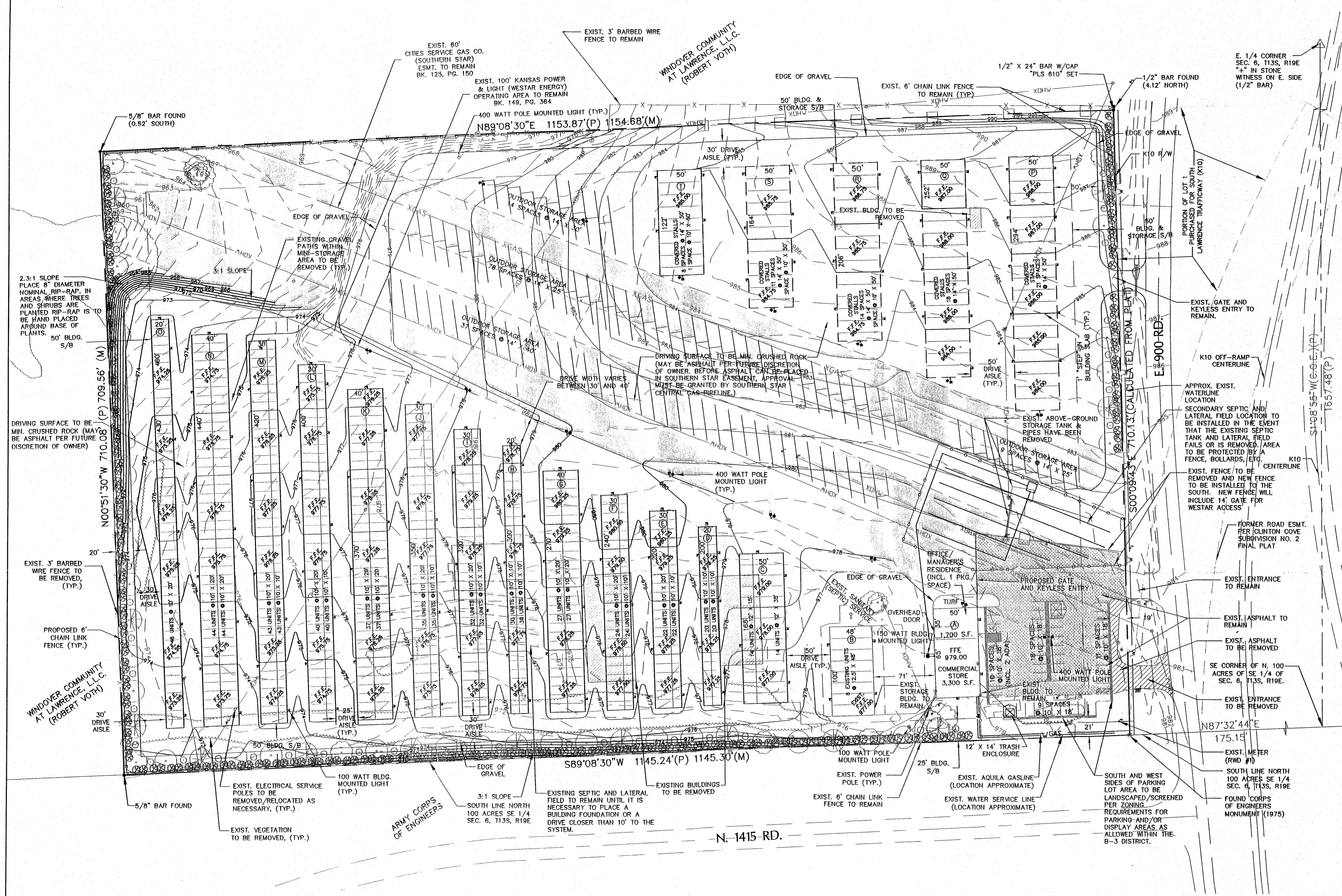
REVISIONS

NO.	DATE	DESCRIPTION
2-22-07	2-22-07	SITE SUMMARY UPDATE
3-15-07	3-15-07	PER DEPT. COMMENTS
4-12-07	4-12-07	25 BLDG. SETBACK
4-17-07	4-17-07	PER FC CONDITIONS
5-29-07	5-29-07	PER FC CONDITIONS
7-17-07	7-17-07	NEW LAYOUT PER OWNER
8-7-07	8-7-07	PER DEPT. COMMENTS
8-28-07	8-28-07	PER COUNTY STAFF
2-14-08	2-14-08	PER REVISED GRADING PLAN

DATE:	2/06/07
PROJECT NO.:	2006,639
DRAWING ID:	06639-CUP
DESIGNED BY:	LPE
DRAWN BY:	APB/JDR
CHECKED BY:	TAH

SHEET NO. 1 OF 1 SHEETS

landscape Rev.



Parking Summary

STORAGE AREA
REQUIRED: 1 STALL PER EVERY 8,000 S.F. OF FLOOR AREA (EXCLUDING COVERED STALLS) PLUS 1 SPACE PER EACH EMPLOYEE (2 STALLS)
134,400 S.F./8,000=16.80 (17 STALLS)

COMMERCIAL STORE
REQUIRED: 1 STALL PER EVERY 200 S.F. FOR RETAIL OR PERSONAL SERVICES ESTABLISHMENT
3,000 S.F./200 = 16.50 (17 STALLS)

TOTAL REQUIRED: 36 STALLS
PROVIDED: 49 STALLS (INCLUDING 2 ADA)

Storage/Commercial Summary

SIZE	UNITS
10'X10'	296
10'X20'	458
12'X15'	14
12'X35'	14
12.5'X48'	8

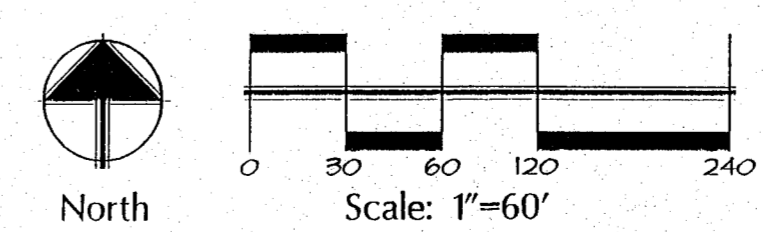
SIZE	UNITS	DESCRIPTION
14'X50'	72	COVERED STALLS
10'X50'	3	COVERED STALLS

SIZE	UNITS	DESCRIPTION
35'X50'	1	OFFICE/MANAGER'S RESIDENCE
65'X50'	1	FUTURE COMMERCIAL STORE

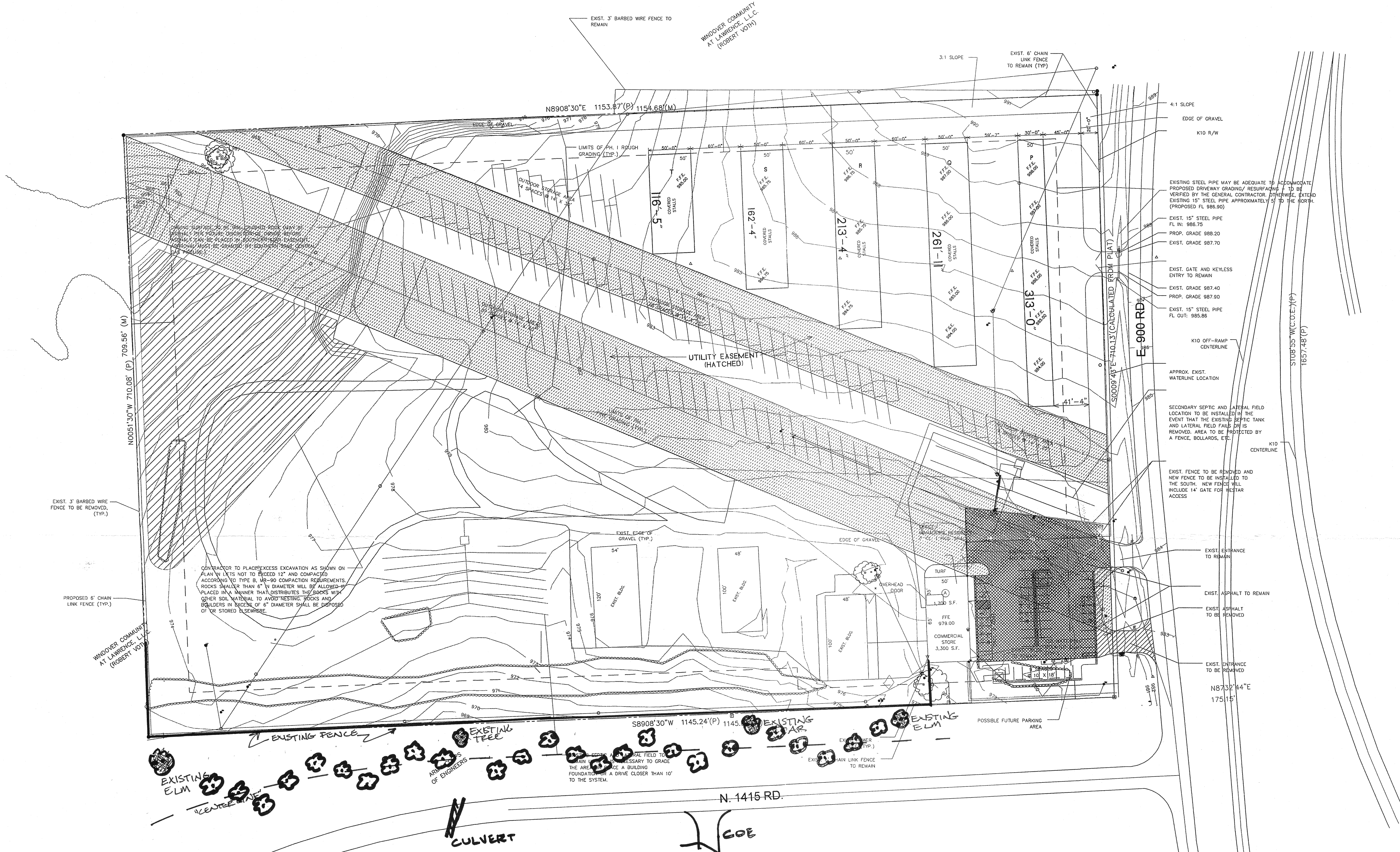
Site Summary

	AREA (SQ. FT.)	PROPERTY AREA
EXISTING BUILDINGS	21,537	191,300
EXISTING PAVEMENT	31,191	25,672
EXISTING IMPERVIOUS	52,728	216,972
EXISTING PERVIOUS	763,525	599,281
PROPERTY AREA	816,253 S.F./18.74 ACRES	816,253 S.F./18.74 ACRES

Approved & Released
SP-07-47-07
Case No. 06-2-3-07 Date: 2/14/08
Planner Initials: SLP # of Sheets: 1
Director: [Signature]



S:\SDS\0600\0206\036\036\wpf\Planning\CUP\06639-CUP.dwg, pvt. 11



Buildings Size & Location Plan

Scale: 1" = 60' - 0"

NOTE: Buildings Location Plan is based upon survey furnished by others and Scott Architecture Inc. is not liable for the accuracy or usefulness of the detailed information so described.



* RED CEDARS TO BE SET AT 30' INTERVALS SPACED 15' NORTH & SOUTH OF AN IMAGINARY "CENTERLINE" AS INDICATED APPROXIMATELY 25 4' TREES

PREPARED BY JERRY SCHECHER KDPW
 APPROVED BY LEW RUONA USACE
 9/1/09 Jerry Scherch

- EXISTING STEEL PIPE MAY BE ADEQUATE TO ACCOMMODATE PROPOSED DRIVEWAY GRADING/ RESURFACING TO BE VERIFIED BY THE GENERAL CONTRACTOR. OTHERWISE, BATED EXISTING 15" STEEL PIPE APPROXIMATELY 5' TO THE SOUTH. (PROPOSED FL 986.90)
- EXIST. 15" STEEL PIPE FL IN: 986.75
- PROP. GRADE 988.20
- EXIST. GRADE 987.70
- EXIST. GATE AND KEYLESS ENTRY TO REMAIN
- EXIST. GRADE 987.40
- PROP. GRADE 987.90
- EXIST. 15" STEEL PIPE FL OUT: 985.86
- KID OFF-RAMP CENTERLINE
- APPROX. EXIST. WATERLINE LOCATION
- SECONDARY SEPTIC AND LATERAL FIELD LOCATION TO BE INSTALLED IN THE EVENT THAT THE EXISTING SEPTIC TANK AND LATERAL FIELD FAILS. THIS REMOVED AREA TO BE PROTECTED BY A FENCE, BOLLARDS, ETC.
- KID CENTERLINE
- EXIST. FENCE TO BE REMOVED AND NEW FENCE TO BE INSTALLED TO THE SOUTH. NEW FENCE WILL INCLUDE 14' GATE FOR WESTAR ACCESS
- EXIST. ENTRANCE TO REMAIN
- EXIST. ASPHALT TO REMAIN
- EXIST. ASPHALT TO BE REMOVED
- EXIST. ENTRANCE TO BE REMOVED
- N8732'44"E
175.15'

PAVING SURFACE TO BE FINISHED AREA MAY BE INSTALLED. THE FINISH SURFACE SHOULD BE VERIFIED BY THE GENERAL CONTRACTOR. OTHERWISE, BATED EXISTING 15" STEEL PIPE APPROXIMATELY 5' TO THE SOUTH. (PROPOSED FL 986.90)

CONTRACTOR TO PLACE EXCESS EXCAVATION AS SHOWN ON PLAN IN LOTS NOT TO EXCEED 12" AND COMPACTED ACCORDING TO TYPE B, MR-90 COMPACTION REQUIREMENTS. ROCKS SMALLER THAN 6" IN DIAMETER WILL BE ALLOWED TO REMAIN IN A MANNER THAT DISTRIBUTES THE LOADS WITH OTHER SOIL MATERIAL TO AVOID NESTING. ROCKS AND Boulders IN EXCESS OF 6" IN DIAMETER SHALL BE DISPOSED OF OR STORED ELSEWHERE.

EXISTING FENCE
 EXISTING TREE
 EXISTING ASPHALT
 EXISTING ELM
 EXIST. 3' BARBED WIRE FENCE TO REMAIN
 EXIST. 6' CHAIN LINK FENCE TO REMAIN (TYP.)

WOODROW COMMUNITY AT LAWRENCE, L.L.C. (ROBERT VOTH)
 N8908'30"E 1153.87'(P) 1154.68'(M)
 LIMITS OF PH. I ROUGH GRADING (TYP.)
 116'-5"
 182'-4"
 213'-4"
 261'-11"
 313'-0"
 UTILITY EASEMENT (HATCHED)
 EXIST. EDGE OF GRAVEL (TYP.)
 EXIST. EDGE OF GRAVEL (TYP.)
 EXIST. ASPHALT TO REMAIN
 EXIST. ASPHALT TO BE REMOVED
 EXIST. ENTRANCE TO REMAIN
 EXIST. ENTRANCE TO BE REMOVED
 N. 1415 RD.
 CULVERT
 COE
 POSSIBLE FUTURE PARKING AREA
 N8732'44"E
175.15'

STAFF REPORT
SP-8-36-09: Revision to Maple Grove, Lot 2; 1460 N 1823 Road
October 28, 2009

A. SUMMARY

SP-8-36-09: A site plan for revisions to the existing building located at 1460 N 1823 Road to allow for automobile sales and to show current site improvements. Submitted by Paul Werner for Thomas, Jeanette and Stuart Armstrong, property owners of record. (S 18 T12 R 20)

B. GENERAL INFORMATION

Current Zoning and Land Use:	I-2 (Light Industrial) District; existing building and parking area.
Surrounding Zoning and Land Use:	I-2 (Light Industrial) County District to the east, west and south, existing warehouse manufacturing uses. UR (Urban Reserve) City District; to the north; existing rural residence.
Site Summary:	
Gross Area:	3.116 acres
Suite A; Automotive Sales and flooring sales	2,400 SF
Suite B; Custom Coatings and Metal	9,600 SF
Accessory Building	1,200 SF
Off-Street Parking Area/Spaces	1 space per 300 SF = 8 spaces required + ½ emp = 12 total
	18 spaces provided
Legal Description	Lot 2 Maple Grove Addition
Previous Site Plan	SP-5-44-06

C. STAFF REVIEW

The subject property contains approximately 2.7 acres and is located east of E 1450 Road. A private drive provides access to the individual lots within the development. The revisions to this site plan modify the interior space of the building to accommodate a new and separate use for the site in addition to the other uses of the building.

The parking lot shows that additional parking will be provided on the east side of the building and that future spaces can be added along the south (front side). The site plan also designates an area for automotive display on the east side of the building.

D. Findings

Per Section 19A-5, staff shall first find that the following conditions have been met:

- (a) That the proposed use is a permitted use in the district in which the property is located;**

The subject property is zoned I-2 (Light Industrial) District, which permits wholesale, retail, and automotive related uses.

- (b) That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;**

No new buildings are proposed as part of this site plan revision. The site plan has been revised to reflect the existing conditions of the site. A vehicle display area is shown along the south property line east of the driveway. No display should be allowed in the 100 year floodplain area as shown on the site plan.

- (c) **That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;**

Access to the site is not being altered by the proposed change. Additional parking is being added on the east side of the building. An additional 6 spaces are shown along the front of the building as future spaces. Presumably these spaces would be added as additional space in the existing building is finished for other tenants.

- (d) **That the site plan provides for the safe movement of pedestrians within the site;**

The site was not originally developed as a pedestrian oriented site. The display area should be clearly delineated on the face of the site plan with dimensions. Pedestrians will have access to the area but no formal sidewalk is provided.

- (e) **That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees and shrubs;**

Trees are provided along the front of the site that function as "street trees" to the private road. Foundation plantings are provided along the south (front) side of the building.

- (f) **That all outdoor trash storage areas are screened;**

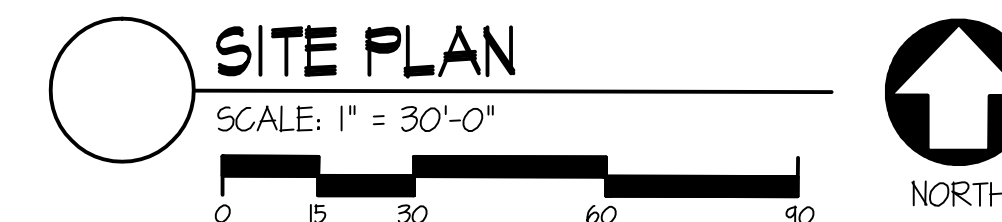
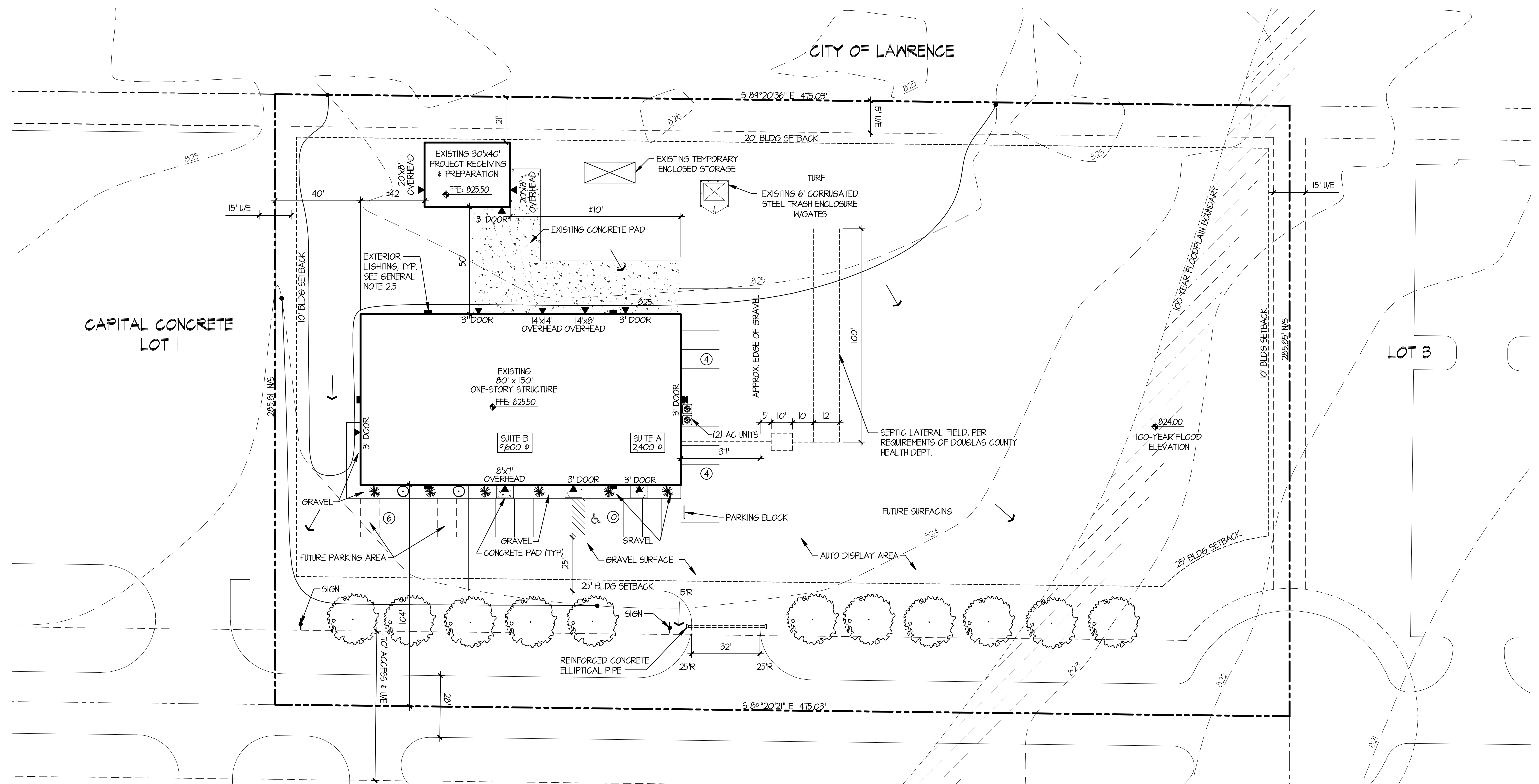
There is an existing dumpster that is screened located at the rear of the site.

E. CONCLUSION

This site plan has been revised to show the current development of the site as well as to address the new use to be added to the property. The auto display area is not dimensioned or delineated. A note on the plan states "future surfacing" but does not indicate the dimensions or materials for this future improvement. A revised site plan should be provided prior to the improvement. Care will need to be taken to assure that future improvements are not made over the existing lateral field and that the area is protected from unauthorized vehicle access that could damage the system.

The proposed request, as conditioned, is consistent with the previously approved site plan for this property (SP-5-44-06) and the I-2 (Light Industrial) Zoning District. Staff recommends approval of Site Plan 08-36-09 as a revision to the previously approved 2006 site plan for this building located at 1460 N 1823 Road, subject to the following conditions:

1. Provision of a revised site plan to dimension the space to be used for auto display
2. Provision of a revised site plan to delineate the display area with parking blocks or other material to limit area where cars are parked;
3. Provision of a revised plan to clearly show the extend of the parking surface; and
4. Approval of a local flood plain development permit prior to issuance of a building permit.



LEGAL DESCRIPTION:

MAPLE GROVE NORTH NO. 3, LOT 2

PROJECT SUMMARY:

- 1.1 CURRENT ZONING: I-2
- 1.2 CURRENT USE: SUITE A: FLOORING SALES AND INSTALLATION; SUITE B: CUSTOM COATINGS & METAL
- 1.3 PROPOSED USE: SUITE A: AUTOMOBILE SALES & FLOORING SALES AND INSTALLATION; SUITE B: CUSTOM COATINGS & METAL
- 1.4 LAND AREA: 3.116 ACRES (135,164 SQ. FT. +/-)
- 1.5 DENSITY PROPOSED: N/A

GENERAL NOTES:

- 2.1 DUMPSTER ENCLOSURES TO BE CONSTRUCTED AND LOCATED AS REQUIRED BY INDUSTRIAL PARK.
- 2.2 SITE PLAN HAS BEEN DESIGNED TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR BUILDINGS AND FACILITIES, APPENDIX A TO 28 CFR PART 36.
- 2.3 THIS PLAN FOR COUNTY APPROVAL ONLY NOT TO BE USED FOR CONSTRUCTION.
- 2.4 ALL EXTERIOR LIGHTING WILL BE SHIELDED, DOWNWARD DIRECTED FLOOD LIGHTS MOUNTED AT BUILDING EAVE HEIGHT (8 FEET) TO COMPLY WITH THE AIR SPACE CONTROL AREA DISTRICT OF THE LAWRENCE MUNICIPAL AIRPORT.
- 2.5 THE OWNER(S), EXECUTOR(S), THEIR SUCCESSORS AND ASSIGNS HEREBY AGREE NOT TO PROTEST ANNEXATION OF LOT 2, MAPLE GROVE NORTH NO. 3 AT SUCH TIME AS THE CITY OF LAWRENCE SANITARY SEWER LINES ARE CONSTRUCTED WITHIN 200 FEET OF ANY STRUCTURE UPON SAID LOT 2.
- 2.6 THE OWNER(S), EXECUTOR(S), THEIR SUCCESSORS AND ASSIGNS HEREBY AGREE NOT TO PROTEST THE FORMATION OF A BENEFIT DISTRICT FOR SANITARY SEWER IMPROVEMENTS.
- 2.7 THE USE OF THIS PROPERTY SHALL NOT INTERFERE WITH THE OPERATION OF THE LAWRENCE MUNICIPAL AIRPORT PER SECTION 20-302 OF THE LAWRENCE ZONING ORDINANCE, JULY 31, 2006.
- 2.8 A REVISED SITE PLAN MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION OF LABELLED FUTURE IMPROVEMENTS.

LANDSCAPING NOTES: (EXISTING)

SYM	DESCRIPTION	QTY	APPROVED TYPES	BOTANICAL NAMES	SIZE	COND
(Symbol)	EXISTING TREES	0	REFER TO SITE PLAN		REFER TO SITE PLAN	
(Symbol)	SHADE TREES	11	SAW TOOTH OAK NORWAY MAPLE THORNLESS HONEY LOCUST	QUERCUS ACUTISSIMA ACER RUBRUM 'RED SUNSET' GLEDITSIA TRIACANTHOS VAR. INERMIS	2"-2 1/2" CAL	B & B
(Symbol)	EVERGREEN TREES	0	WHITE PINE BLUE SPRUCE	PINUS STROBUS PICEA PLANGENS	6'-8' HT.	B & B
(Symbol)	DECIDUOUS SHRUBS	2	DWARF JAPANESE BARBERRY LEATHERLEAF VIBURNUM BEAUTY BUSH DWARF KOREAN LILAC	BERBERIS THUNBERGII 'CRIMSON PYGMY' VIBURNUM RHYTIIDOPHYLLUM KOLKHAZIA AMABILIS SYRINGA MEYERI 'PALIBIN'	18"-24" HT.	CONT
(Symbol)	EVERGREEN SHRUBS	6	CARMEL CREEPER CREEPING ROSEMARY BLUE PFTIZER JUNIFER BAR HARBOR JUNIFER CREEPER ENGLISH YEW	CAENOTHUS GRISEUS HORIZONTALIS ROSEMARY PROSTRATUS JUNIFERUS CHINENSIS 'PFITZERIANA GLAUCA' JUNIFERUS HORIZONTALIS 'BAR HARBOR' TAXUS BACCATA	24"-36" HT.	CONT

- 4.1 THERE MUST BE A MIN. OF (2) SPECIES USED IN EACH CATEGORY.
- 4.2 ALL TURF AREAS TO BE SEEDDED WITH K-31 FESCUE.

PARKING INFORMATION:

3.1 REQUIRED: SUITE A - 1 SPACE PER 300 SQUARE FEET = 2400/300 = 8
SUITE B - 1 SPACE PER 2 EMPLOYEES ON MAX WORKING SHIFT = 1/2 = 4

TYPE	REQUIRED:	PROVIDED:
REGULAR	12	11
ACCESSIBLE	1	1
TOTAL:	13	12

(6 ADDITIONAL FUTURE SPACES SHOWN)

BICYCLE: 0

3.2 TYPICAL DIMENSIONS: R' SPACES - 9' X 18' (16.5' + 1.5' OVERHANG AT SIDEWALKS)
SIDEWALKS SHALL BE 4' CONCRETE - 5' OR 6.5' WIDE DEPENDING UPON THE LOCATION.
H' SPACES - 8' X 20' (5' OR 6' AISLE)

3.3 PAVEMENT: APPROACHES: T' - 4000 PSI CONCRETE W/ #5 BARS 12" O.C. B.W.
DRIVES: MIN. 6" ASPHALT ON 4" GRAVEL OR 5" CONCRETE
PARKING AREAS: MIN. 5" ASPHALT ON 4" GRAVEL OR 4" CONCRETE

IMPERVIOUS SURFACE SUMMARY: (EXISTING)

PROJECT SITE: 3.116 ACRES (135,164 SQ. FT. +/-)

EXISTING CONDITIONS:		PROPOSED CONDITIONS:	
LAND AREA	AC	LAND AREA	AC
135,164	3.116	135,164	3.116
BUILDING FOOTPRINT:	13,200	13,200	0.303
PAVEMENT AREAS:	8,113	3,510	0.080
TOTAL IMPERVIOUS:	8,113	16,710	0.383
TOTAL PERVIOUS:	127,056	2,430	2.733

5.1 IMPERVIOUS SURFACE SUMMARY INCLUDES POSSIBLE FUTURE BUILDINGS & PAVEMENT.

BENCHMARKS:

BENCHMARK #1:
THREE 60" NAILS IN WEST FACE OF UTILITY POLE LOCATED 20' SOUTH OF THE N.W. BOUNDARY CORNER.
ELEVATION = 821.64

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LOT 2 - MAPLE GROVE
1460 N. 1823 ROAD
DOUGLAS COUNTY, KANSAS

PROJECT # 26365

MAY 08, 2007

RELEASE:	DATE:
1.0	5.23.06
1.1	6.21.06
1.2	7.20.06
2.0	5.08.07
3.0	8.18.07
3.1	9.11.07

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