

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, SEPTEMBER 8, 2010

6:35 p.m.

-Consider approval of the minutes for August 9 and August 11, 2010.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of a Temporary Business Permit for Donna Wade Wingert, 693 E 1250 Rd, to sell dried fruits and nuts (Keith Dabney)

REGULAR AGENDA

- (2) Discuss request for renewal of sunflower broadband franchise agreement and assignment to Knology (Rod Kutemeier, World Company) –*More information available in the office of the County Administrator*
- (3) Consider approval of a Temporary Business Permit for Steve Cates, 1029 N. 1156 Rd, to establish a haunted farm tour through an outdoor maze, vortex tunnel, graveyard and saw mill. (Keith Dabney)
- (4) Consider contract for window caulking and cleaning project for the Douglas County Courthouse. (Craig Weinaug)
- (5) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (6) Adjourn

WEDNESDAY, SEPTEMBER 15, 2010

4:00 p.m. Meeting Only

-Consider approval of solar photovoltaic system for Douglas County Extension Office at 2110 Harper (Eileen Horn)

WEDNESDAY, SEPTEMBER 22, 2010

6:35 p.m. meeting

- Receive presentation on the Preliminary Alignment Study for the extension of 31st Street from O'Connell Road (E 1600 Rd) to Route 1057 (Keith Browning)
- Discussion of Lone Star concession building (Weinaug/Browning)
- Consider recommendation of bid awards for food contract (Jackie Waggoner)

WEDNESDAY, SEPTEMBER 29, 2010

-Recycling project update (Eileen Horn)

WEDNESDAY, OCTOBER 6, 2010

4:00 p.m.

-Consider approval of a proclamation declaring October 2010 as "Disability Employment Awareness Month" (Peggy Wallert/Sharon Spratt)

WEDNESDAY, OCTOBER 13, 2010

-Discussion on SmartStar program from Westar Energy (Eileen Horn)

MONDAY, NOVEMBER 8, 2010

-9:00 a.m. Canvass for Election

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

MEMORANDUM

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

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

DATE : August 31, 2010

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 October 20 through December 15th, 2010.

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.



DOUGLAS COUNTY ZONING & CODES

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

Keith R. Dabney
Director

PUBLIC NOTICE

TO : All Property Owners within 1,000 feet of a Temporary Business Permit
Situs Address: Donna Wingert – 693 E 1250 Road, Lawrence, Kansas

FROM: Keith R. Dabney, Director Zoning & Codes Dept.

DATE : August 27, 2010

RE : Temporary Business Permit – Retail Sale of Dried Fruits and Nuts

This letter shall serve to inform you that this office has received an application from Donna Wingert for a Temporary Business Permit. The purpose of the Temporary Business Permit would be for a Flea Market to allow the retail sale of dried fruits and nuts, during the time period of October 20, 2010 through December 15, 2010. Location of the proposed temporary business is 693 E 1250 Road, Lawrence, Kansas 66047.

For your information, this item will be on the Douglas County Board of County Commissioner's Agenda on September 8, 2010. The time of this meeting will be 6:30 P.M., on the 2nd floor of the Douglas County Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044.

Douglas County, Kansas

APPLICATION FOR A TEMPORARY BUSINESS USE

(To be filled in by applicant)

Applicant: Donna Wade Wingert

Address: 693 E 1250 Road, Lawrence, Ks 66046

Telephone: 785/842-8854

Legal Description of Site: Section 14 Township 14 Range 19

PLATE 900157B; PIN # 166-14-0-00-00-010.00-0; 5 ACRES; SECTION 14, TOWNSHIP 14, RANGE 19; BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 30 ACRES OF EAST HALF (1/2) OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4); THENCE SOUTH 165 FEET WEST 1320 FEET NORTH 165 FEET, EAST 1320 FEET TO POINT OF BEGINNING. COL WW35

Owner of Property: Donna M. Wade

Address: 693 E 1250 Road, Lawrence, KS 66046

Telephone No.: 785/842-8854

Existing Zoning: "A" Agricultural

Proposed Temporary Business Use: Flea Market

Explain: To sell dried fruits and nuts.

Dates: October 20, 2010 through December 15, 2010

Site Plan of tract must be submitted with application (see attached sheet)

(To be filled in by Douglas County)

Application received in Zoning Office: July 28 2010
Month Day Year

Fee Paid 100.00 (\$100.00) Cash Check X #10653 Application No.

Date of Notice mailed to Owners/Occupants of properties:

Date of Hearing Douglas County Commissioners: Month Day Year Time

Douglas County Commissioners Action: Approved Disapproved

Conditions:

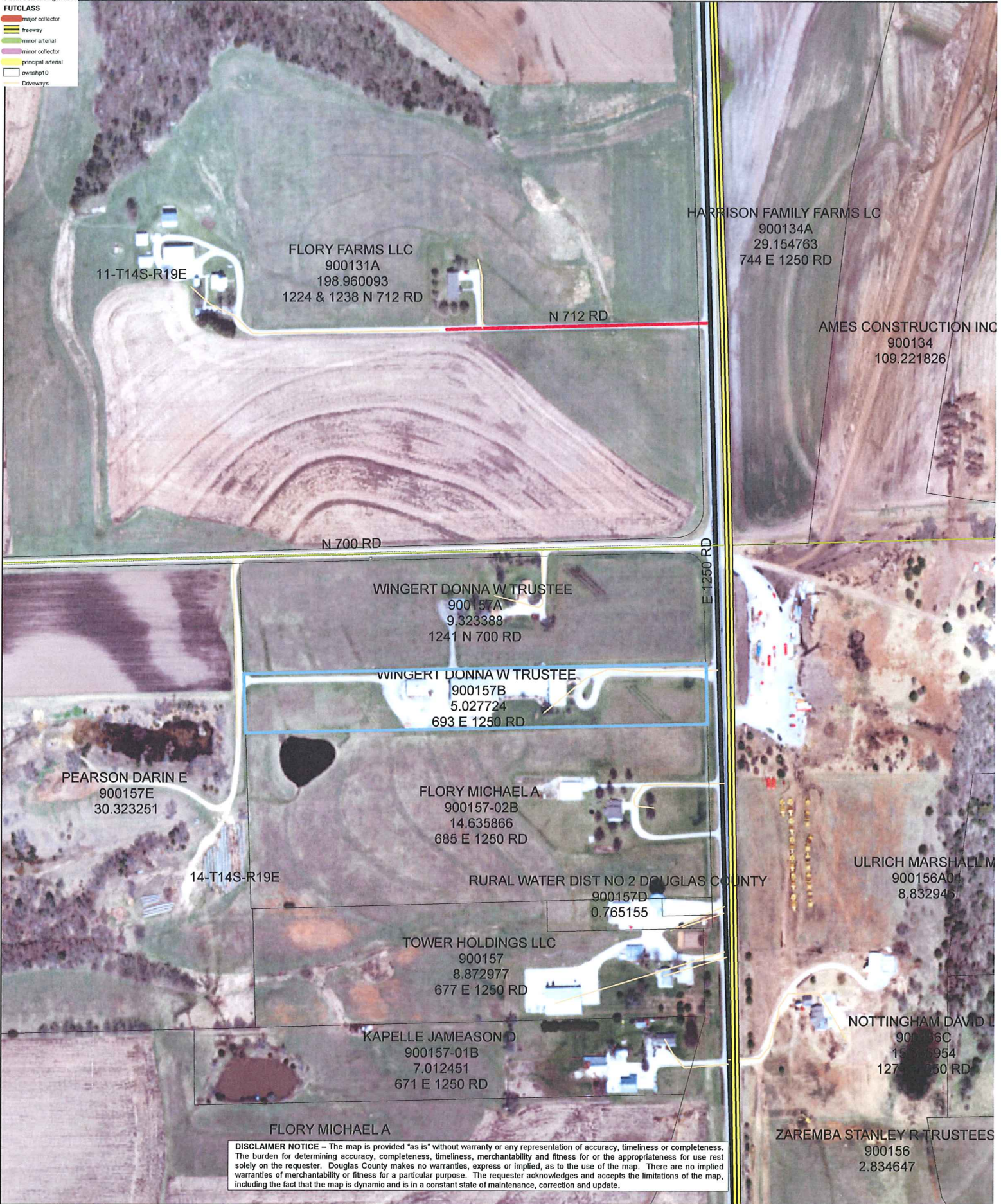
Chairman, Douglas County Commission

Date

Donna Wingert - 693 E 1250 RD Retail Sale of Dried Fruit & Nuts



- Legend**
 FutureThoroughfares
FUTCLASS
 major collector
 freeway
 minor arterial
 minor collector
 principal arterial
 ownship10
 Driveways

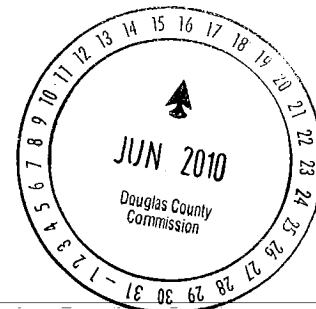


DISCLAIMER NOTICE - The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rest solely on the requester. Douglas County makes 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.



sunflower | B R O A D B A N D

*Copied
BOCC*



June 16, 2010

Craig Weinaug
County Administrator, Douglas County
1100 Massachusetts Street, 2nd Level
Lawrence, Kansas 66044

Re: Sunflower Broadband; Cable Television Franchise Renewal

Dear Mr. Weinaug:

On behalf of Sunflower Broadband, I write to request the renewal of our cable television franchise with the County of Douglas. Our current cable franchise expires in 2010, and we would like to begin to work on the renewal with the County as soon as possible. To move the process forward, please expect to receive a draft franchise ordinance from us in the coming week. The draft is substantially the same as the one we have in other communities.

As you know, Sunflower Broadband is a leader in delivering advanced cable television and communication services to Lawrence and the surrounding communities in our area. Over the years we have consistently delivered advanced services such as digital cable, video on demand, High Definition television, and most recently, the new next generation DOCSIS 3.0 high speed internet platform which allows us to bring our customers 50 Mbps download speeds. I will be glad to update you on our progress in these areas when we meet to discuss the franchise renewal.

We would like to request that our renewal be placed on the County's agenda as soon as is practicable.

Sincerely,

Rod Kutemeier
General Manager

HOME RULE RESOLUTION NO. _____

A RESOLUTION GRANTING TO THE WORLD COMPANY dba SUNFLOWER BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE UNINCORPORATED AREAS OF DOUGLAS COUNTY, KANSAS.

FINDINGS

Following review of Grantee's renewal proposal and past performance, and after receiving the comments of any interested parties at a public hearing, the Board of Commissioners of Douglas County, Kansas makes the following findings:

- A. Grantee has the technical, legal and financial ability to fulfill the obligations of this Franchise;
- B. Grantee's plans for constructing, upgrading, and operating the Cable System meet or exceed the community's cable-related needs and interests, taking into account the costs; and
- C. Renewing the Franchise under the terms and conditions of this Resolution will serve the public interest.

Section 1. Definitions. When used in this Resolution, the following words shall have the meaning given in this Section. The word "shall" is mandatory. The word "may" is discretionary.

- (a) "Cable Service" means:
 - (i) The one-way transmission to Subscribers of (1) video programming, or (2) other programming service; and
 - (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (b) "Cable System" means Facilities located within County, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service to multiple Subscribers within County.
- (c) "County" means the unincorporated areas of Douglas County, Kansas.
- (d) "Board" means the Board of Commissioners of Douglas County.

- (e) "Facilities" shall mean any reception, processing, distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, and related facilities maintained by Grantee in the Streets.
-
- (f) "FCC" means the Federal Communications Commission.
- (g) "Franchise" means the rights granted to Grantee under this Resolution to construct and operate the Cable System and to provide Cable Services and other services as permitted by law.
- (h) "Grantee" means The World Company, dba Sunflower Broadband, and its permitted successors.
- (i) "Gross Revenues" means all revenue received by Grantee from Subscribers for the provision of Cable Service in the County, except franchise fees and FCC regulatory fees, installation, service, or disconnect charges, equipment fees, advertising revenues, late fees, deposits, interactive services, any fees itemized and passed through as a result of franchise-imposed requirements; or any taxes or fees on services furnished by Grantee, imposed directly on any Subscriber or user by any municipality, state, or other governmental unit, and collected by Grantee for the governmental unit.
- (j) "Resolution" means this resolution number _____ of County.
- (k) "Person" means any person, firm, partnership, association, corporation, company, or other legal entity.
- (l) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within County.
- (m) "Subscriber" means any Person who lawfully receives Cable Service from Grantee.

Section 2. Grant of authority.

- (a) Grant of nonexclusive authority. County grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and County may grant franchises to other Persons. If County grants any other cable franchise containing any terms or conditions that are less costly or burdensome to the franchise holder than the terms and conditions of this Franchise, Grantee may, upon notice to County, amend this Franchise to contain

the less costly or burdensome terms and conditions included in the other franchise.

- (b) Rules of Grantee. Grantee shall have the authority to promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Resolution.

Section 3. Franchise term. The Franchise commences upon approval by the County Council and acceptance by Grantee and shall continue for 10 years, unless renewed, revoked or terminated sooner.

Section 4. Conditions of Street occupancy.

- (a) Location of Facilities. Grantee shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction codes and permits. Grantee shall obtain all necessary permits from County and shall comply with all County resolutions of general applicability before commencing any construction, upgrade, or extension of the Cable System, including the opening or disturbance of any Street.
- (c) Repair of Streets and property. Grantee, at its expense, shall promptly restore any Street, public property, or private property damaged by Grantee during the construction, repair, maintenance, or reconstruction of the Cable System.
- (d) Public projects. Upon reasonable prior notice by County, Grantee, at its expense, shall relocate its Facilities as reasonably required by County due to traffic conditions, public safety, street construction, or other public improvements by County.
- (e) Building movement. Upon request of any Person holding a moving permit issued by County and upon reasonable prior notice, Grantee shall temporarily relocate its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation and subsequent re-installation of Facilities, and may require payment in advance.
- (f) Tree trimming. Grantee may trim any trees in or overhanging the County's Streets as necessary to protect Grantee's Facilities.
- (g) Location of poles. The poles for Grantee's distribution system shall be those erected and maintained by anyone authorized to maintain poles in the Streets or public ways when and where practicable. Grantee shall enter into reasonable standard pole attachment agreements with non-municipal utilities as required by

Grantee. Grantee shall specifically have the right to set its own poles if reasonable joint use is not possible or feasible.

- (h) Undergrounding of Facilities. Grantee shall install Facilities underground in any areas where electric or telephone utilities are underground and in any new subdivisions or new additions where utilities are installed underground.
- (i) Regulation of Facilities. County reserves the right to reasonably regulate the erection, construction or installation of any facilities by Grantee and to reasonably designate where the facilities are to be placed within the Streets.
- (j) Compliance with construction codes. Grantee shall install and maintain its Facilities in compliance with all applicable local, state, and federal laws, statutes, and Resolutions, subject to Grantee's right to challenge in good faith any law, statute, or Resolution.

Section 5. Cable System operations and safety.

- (a) Technical standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- (b) Test reports and regulatory filings. Upon request by County, Grantee shall provide County with copies of: (i) reports of any FCC-required test of the Cable System; and (ii) any filings with regulatory authorities related to the operation of the Cable System within County.
- (c) Safety requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.
- (d) System maps. Upon request by County, Grantee shall make available for County's review up-to-date as-built maps showing locations of all Facilities in the Streets.

Section 6. System upgrade. Grantee shall maintain a Cable System with a minimum capacity of 750 MHz and a minimum of 75 analog or digital channels. Grantee may develop, construct, and operate the Cable System to provide Cable Services and non-Cable services such as cable modem services, telecommunications services, and other competitive services as permissible under applicable law. Grantee may activate and offer those services in response to consumer and business demand.

Section 7. Service obligations and Cable System extension. Grantee shall provide Cable Services without discrimination to all Persons who request Cable Services and who comply with Grantee's terms and conditions of service. Grantee shall extend the Cable System to all areas of County not currently served by the Cable System when any area reaches a household density equal to or greater than 20 households per cable mile. Grantee is not obligated to extend Cable Services to residences or businesses beyond 200 feet from Grantee's Facilities.

Section 8. Service to public buildings and schools. Grantee shall provide a service drop and basic Cable Service to each County building, police station, fire station, and public and private school located within 200 feet of Grantee's Facilities, with additional service drops to such locations to be provided at the cost of labor and material.

Section 9. Customer service and rates.

- (a) Subscriber Inquiries. Grantee shall have a publicly listed telephone number and be operated so as to receive Subscriber complaints and requests on a 24 hour-a-day, seven day-a-week basis. Grantee shall investigate and promptly resolve customer complaints regarding quality of Cable Service or Cable Service outages.
- (b) Rates. Grantee shall maintain with the County Clerk a current schedule of rates and services. Grantee shall provide County and Subscribers with 30 days prior notice of changes to Cable Services or rates.
- (c) Service outages. Grantee shall promptly notify County of any Cable Service outage resulting from Facility or technical difficulties, lasting 24 hours or more, and affecting more than five percent (5%) of the Cable System's Subscribers. Grantee's notice shall provide a reasonable description of the reason for the Cable Service outage and Grantee's plans to remedy the Cable Service outage.

Section 10. Franchise fee.

- (a) Annual payments. Grantee shall pay to County an annual Franchise fee in an amount equal to five percent (5%) of Gross Revenues. Grantee shall deliver payment of each year's Franchise fee to County on or before March 31 of the following year. Upon reasonable prior notice, County may inspect Grantee's books, records, and reports to verify Franchise fee calculations and payments.
- (b) Limitations on actions. Any claim by Grantee relating to Franchise fee overpayment or any claim by County relating to Franchise fee underpayment shall be limited to the 24-month period preceding delivery of notice of the claim by the claiming party to the nonclaiming party.

Section 11. Insurance and Indemnification

- (a) Insurance. During the term of the Franchise, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
 - (i) One Million Dollars (\$1,000,000) for personal injury or death of any one Person;
 - (ii) Three Million Dollars (\$3,000,000) for personal injury or death of two or more Persons in any one occurrence;

- (iii) One Million Dollars (\$1,000,000) for property damage to any one Person; and
- (iv) Three Million Dollars (\$3,000,000) for property damage resulting from any one act or occurrence.

Each insurance policy shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30-days' prior notice to County.

- (b) Indemnification. During the term of the Franchise, Grantee shall indemnify and hold harmless County, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of or be in any way connected with Grantee's construction, installation, operation, or maintenance of the Cable System, unless the Losses arise from the negligence or intentional misconduct of County, its officers, agents, or employees.

Section 12. Transfer of Franchise. Grantee shall not transfer or assign its rights granted under this Resolution without obtaining the prior consent of County. County shall not unreasonably withhold or delay consent. Notwithstanding the foregoing, County's consent shall not be required for the following: (i) the assignment or the granting of a security interest in the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common ownership or control with Grantee.

Section 13. Franchise extension and renewal.

- (a) Automatic Extension. If, at the expiration of each term, (i) Grantee remains in material compliance with the provisions of this Resolution, and (ii) this Resolution is not otherwise renewed, revoked, or terminated sooner, this Franchise and its terms and conditions shall automatically extend for 5-year terms.
- (b) Renewal. Any renewal of Grantee's Franchise shall be made in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

Section 14. Franchise termination.

- (a) By County. County may terminate the Franchise in case of material noncompliance by Grantee. Material noncompliance shall include:
 - (i) Grantee's violation of any material term, condition, or provision of this Resolution, subject to Grantee's opportunity to cure under section 15(b) of this Resolution;

- (ii) Grantee's failure to comply with any reasonable provision of any applicable County Resolution;
 - (iii) Grantee's (i) insolvency; (ii) inability or unwillingness to pay its debts; (iii) fully adjudicated bankruptcy; or (iv) notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
 - (iv) Grantee's abandonment of the Cable System;
 - (v) Grantee's failure to operate the Cable System for a period of 30 days;
 - (vi) A finding in a court of competent jurisdiction that Grantee committed any fraud upon County.
- (b) By Grantee. Grantee may terminate this Franchise:
- (i) at the end of the term or a renewal term by providing 120 days notice to County; or
 - (ii) upon notice to County if Grantee obtains franchise rights to serve the County under a valid state-issued franchise.

Section 15. Termination procedures. If County seeks to terminate the Franchise under Section 14, County shall follow the procedures in this section.

- (a) Notice of complaint. County shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.
- (b) Opportunity to cure. Grantee shall have 60 days from receipt of County's notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the 60-day period, County shall provide Grantee with notice withdrawing the complaint.
- (c) Public hearing. If Grantee fails to cure the alleged noncompliance within the 60-day cure period, or if Grantee provides County with notice disputing the complaint, and the parties fail to otherwise resolve the matter, County shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to County Council any evidence relevant to Grantee's defense. At the conclusion of the public hearing, County Council may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.
- (d) Grantee's rights upon contesting termination. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Resolution while the case is pending.

- (e) Force Majeure. Grantee's failure to comply with any provision of this Resolution shall not constitute noncompliance when the failure is due to circumstances beyond Grantee's control, including, without limitation, acts of God, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
- (f) Removal of Facilities. Upon expiration or termination of the Franchise, Grantee shall be afforded a six-month period to sell or otherwise dispose of the Cable System. During the six-month period, Grantee shall operate the Cable System in accordance with this Resolution. At the expiration of the six-month period, Grantee has the right to remove its Facilities within a reasonable time.

Section 16. Notices. Notices under this Resolution shall be in writing and shall be deemed given when delivered to the applicable address below as follows: (i) upon delivery when sent by hand-delivery; (ii) upon delivery when sent by certified or registered mail, return receipt requested; or (iii) upon delivery when sent by courier or express mail service.

To County: Douglas County
1100 Massachusetts Street, 2nd level,
Lawrence, KS 66044
Attn: County Clerk

To Grantee: Sunflower Broadband
1 Riverfront Plaza
Suite 301
Lawrence, Kansas 66044
Attn: General Manager

A party may change its address for notice purposes by providing notice of the change in accordance with this section.

Section 17. Miscellaneous.

- (a) Severability. If any provision of this Resolution is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining provisions of this Resolution. The invalidity of any portions of this Resolution shall not abate, reduce, or otherwise affect any consideration or other obligation required by Grantee under the remaining provisions of this Resolution.
- (b) Complete Agreement. All Resolutions and parts of Resolutions in conflict with this Resolution are repealed as of the effective date of this Resolution, excluding all public utility franchises granted to public utilities, including utilities regulated by the Kansas Corporation Commission.

Section 18. Effective date and acceptance. This Resolution shall become effective upon publication of any required notice in the official County paper and after Grantee files a letter of acceptance with the County Clerk.

Passed and adopted this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Commissioner Mike Gaughan

Commissioner Nancy Thellman

Commissioner Jim Flory

Attest:

Jamie Shew
County Clerk

MEMORANDUM

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

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

DATE : August 27, 2010

RE : Temporary Business Use Permit - Cates Haunted Farm
Situs address – 1029 N 1156 Road, Lawrence, KS

Steve Cates has made application for a Temporary Business Use Permit for the operation of a Haunted Farm tour through an outdoor maze/house, vortex tunnel, grave yard and saw mill.

The proposed hours of operation will be from dusk to 11: 00 P.M. for two weekends, October 22-23 and October 29-30, 2010.

The proposed location of the temporary business permit would be located at 1029 N 1156 Road, Lawrence, Kansas. It is anticipated the parking area would be sufficient for approximately 25 parking spaces on site and space available for additional vehicles on a gravel surface dead end road.

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

STAFF RECOMMENDATION:



DOUGLAS COUNTY ZONING & CODES

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

Keith R. Dabney
Director

NOTICE

TO : Owners of Property within 1,000 feet of a Temporary Business Permit
Address - Steve & Tammy Cates, 1029 N 1156 Road, Lawrence, KS 66047

FROM: Keith R. Dabney, Director, Douglas County Zoning & Codes Dept.

DATE: August 27, 2010

RE : Temporary Business Permit – “The Haunted Farm”

Steve Cates has made application for a Temporary Business Permit to host “The Haunted Farm” with a walk through outdoor maze/house, vortex tunnel, grave yard and saw mill. The location will be at 1029 N 1156 Road, Lawrence, Kansas.

This will be a two weekend event on October 22 & 23, and October 29 & 30, 2010 from dusk to 11:00 P.M.

The Douglas County Commission hearing on this application will be September 8, 2010 at 6:30 P.M., Douglas County Courthouse, 2nd floor, 1100 Massachusetts Street, Lawrence, Kansas.

Should you have any questions or comments concerning this request, please feel free to attend the County Commission meeting September 8, 2010. If you should have any questions on this matter prior to the hearing, please contact me at the Douglas County Zoning & Codes Department at (785) 331-3143.

Untitled

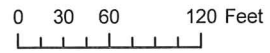
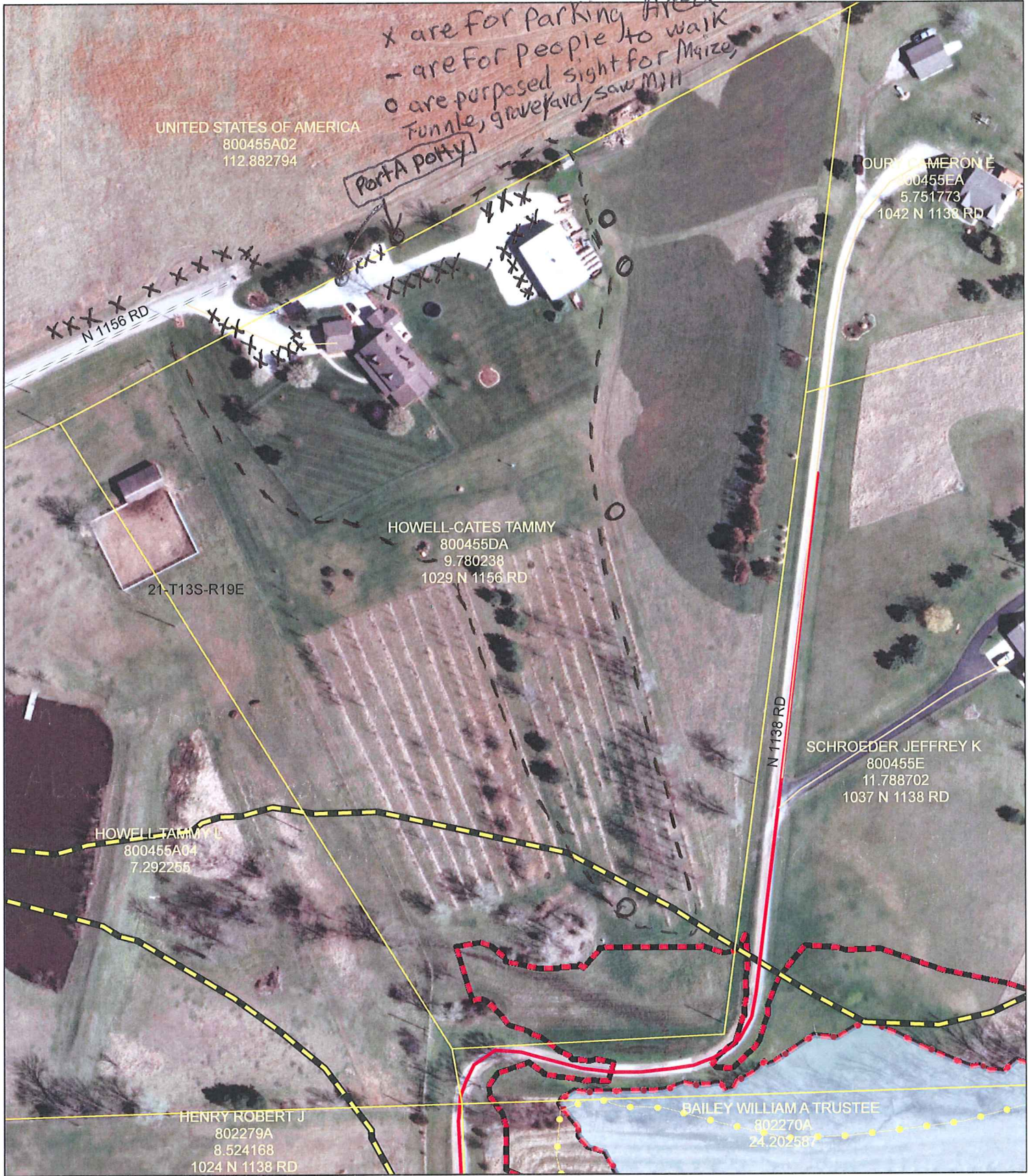
The Haunted Farm

My proposal would be as follows, made a small graf of the area I would like to use, Parking areas are marked on sheets attached to proposal, will have parking guide. Also marked are the areas I would put one Port-A-Potty pg.5 and extra sheets. Taking out the barn now pg.8, I would like to start out with a Q-line and sign that reads, with all the warnings and rules of what will be on sight, flashing Lights, loud noises, don't carry loose things, etc, etc. Then through a small shack pg.9, 4 walls, two opened ends, 8x8, sprayed with fire resistant spray or paint shield. Then move around trees toward the back of the barn were I'll have some thing set up for scares, maybe this is were I'll put in the vortex tunnel (I printed off a sheet for you to see) fire resistant cloth around tunnel walk through. Then thinking this is were I would like to build my four room house/maize NO ROOF of course all sprayed with fire resistant coatings, I would also use low voltage lighting. I would like to use two generators with ground rods attached, to ground the machines pg.11. then to saw mill just before and entering trees, once again using low voltage lighting pg.12 Then to the grave yard with low voltage lighting pg.13 Back towards house with scares and caution tape marking were to go, more scares pg.15 Lit up sign telling everyone thank you for coming. I have done some home work on different sprays and coatings, paints that are fire resistant and would also love your input on what to do. And one more note, I plan to have ether off duty officers or security on hand. I Thank you for taking the time to look at this, I look forward from hearing from you on this issue. Hope this helps you get an idea of what it is that I would like to do. PLEASE if there is anything that doe's not make since or needs more explaining call me I would be happy to talk with you on this matter. My numbers are C-816-529-2157/W-785-331-1330/h-749-7448

THANKS Again Steve

on Maize/house There will be extra Exits with signs + fire Exstinguishers
About 200 people give or take in the 4 night period.
Times dusk to 11pm week ends Fri + Sat Oct 22nd + 23rd
29th + 30th

All Locations



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.



Cates - 1029 N 1156 Road, Lawrence, KS

N



UNITED STATES OF AMERICA
800455A02
112.882794

OURY CAMERON E
800455EA
9.751773
1062 N 1138 RD

21-T13S-R19E

HOWELL-CATES TAMMY
800455DA
3.730238
1029 N 1156 RD

SCHROEDER JEFFREY K
800455E
11.788702
1037 N 1138 RD

HOWELL TAMMY L
800455A04
7.292255

Red - Eudora City Limits

S

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.

- Legend
- FutureThroughMains
 - PUTCLASS
 - age collector
 - Transey
 - Service street
 - Water collector
 - Principal street
 - Intersecting
 - RTG Intersect
 - Overways
- ORTHO/GIS_OWNER.ORTHO2008
- RGB
- Red Band_1
 - Green Band_2
 - Blue Band_3

N



Douglas County, Kansas

APPLICATION FOR A TEMPORARY BUSINESS USE

(To be filled in by applicant)

Applicant: Steve Cates Address: 1029 N 1156 Road, Lawrence, KS 66047

Telephone: 785-749-7448

Sponsor or other persons with financial interest in the proposed activity:

Legal Description of Site: Section 21 Township 13 Range 19 (May attach legal description)

Owner of Property: Steve & Tammy Cates Address: 1029 N 1156 RD, Lawrence, KS 66047

Telephone No.: 785-749-7448

Existing Zoning: A Proposed Temporary Business Use: "The Haunted Farm" Proposal

Explain: Proposing to have a haunted farm with a walk through maze and a vortex tunnel for the weekends of dusk to 11:00 PM October 22-23, 2010 and October 29-30, 2010.

Site Plan of tract must be submitted with application (see attached sheet)

Signature of Steve Cates, Applicant's Signature, Date

(To Be Completed by Douglas County Zoning)

Application received in Zoning Office: July 12, 2010

Fee Paid 100.00 (\$100.00) Cash Check [checked] Application No.

Date of Notice mailed to Owners/Occupants of properties:

Date of Hearing Douglas County Commissioners: Month - Day - Year Time

Douglas County Commissioners Action: Approved Disapproved

Conditions:

Chairman, Douglas County Commission

Date

MEMO TO: The Board of County Commissioner
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Contract for Window Caulking & Cleaning Project

DATE: September 2, 2010

On August 18, 2010 the Board approved staff to solicit bids for caulking, repairing, and cleaning windows in the Courthouse.

Based on the preliminary estimate we divided the project into three phases to ensure we stay within the allocated funds of \$50,000. We received four bids as summarized in the attached bid tabulation. Restoration & Waterproofing Contractors (RWC) submitted the low bid totaling \$39,906 for the entire project which is within the budget.

As you may recall, our projected annual energy and dollar saving were:

15% reduction in heating expenses = 237 mcf = \$2,169/yr
9% reduction in cooling expenses = 32,000 kWh = \$2,047/yr

Based on these numbers and expected tax credits (\$9,000) we estimate the payback period to be 7-8 years for these energy efficiency upgrades.

While the total cost is anticipated to cover the window restoration, there may be additional unknown expenses or circumstances that could increase our cost. For this reason, we are asking you to provide the County Administrator with the authority to approve change orders up to 15% (\$5,985) of the total cost.

Craig will be available at the meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners accepts the low bid in the amount of \$39,906 with Restoration & Waterproofing Contractors, Inc. to restore the windows in the Courthouse, and authorizes the County Administrator to approve change orders up to 15% of that amount.

DOUGLAS COUNTY COURTHOUSE BUILDING IMPROVEMENTS PROJECT

Bid No. 10-F-0020

WINDOW CAULKING AND CLEANING

BID TABULATION

BID FORM ITEM	BA GREEN	H&H	MCR	MTS	RWC	ZCC
BID RECEIVED ON TIME?	Y	N	N	Y	Y	Y
BASE BID	\$55,000			\$65,250	\$27,954	\$36,800
ALTERNATE #1 - Balance of South Windows	\$3,100			\$5,150	\$2,580	\$2,600
ALTERNATE #2 - Balance of East Windows	\$14,100			\$22,110	\$9,372	\$12,700
PAYMENT BOND DEDUCT-BASE BID	\$695			\$1,050		\$390
PAYMENT BOND DEDUCT-BASE ALT.1	\$40			\$90		\$28
PAYMENT BOND DEDUCT-BASE ALT.2	\$175			\$360		\$135
RECEIVED ADDENDA #1	Y			Y	Y	Y
TIMELINE-Guaranteed No. of Days	60			120	15 (45 full project)	47
REFERENCES (3)	Y				Y	Y
CONTRACTOR QUALIFICATIONS					Y	Y
BIDDER TIES AND RIDERS					Y - limited lawn repair	
Base Bid + Alternates #1 & #2	\$72,200			\$92,510	\$39,906	\$52,100
EXCEPTIONS	None			None	None	None
ATTENDED MANDATORY PRE-BID CONFERENCE	YES	YES	YES	YES	YES	YES