BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, DECEMBER 1, 2010
4:00 p.m.
-Consider approval of the minutes of October 27, 2010

CONSENT AGENDA

(1) (a) Consider approval of Commission Orders;
(b) Review and Approval of the Community Corrections Application for FY2010 Unexpended Funds (Ron Stegall);
(c) Consider approval for Public Safety trunking system and dispatch consoles maintenance contract (Amanda Reusch);
(d) Consider approval of Notice to the Township Boards for Cecil Monday's Bar & Grill to sell Cereal Malt Beverages at 2229 N 1400 Rd, Eudora (Clerk's Office)
(e) Consider approval of Notice to the Township Boards for Midland Farm Store to sell Cereal Malt Beverages at 1423 East 900 Road; (Clerk's Office)
(f) Consider approval of a Club "B" License for Little Reno, Inc. DBA Paradise Saloon, 1697 Highway 40, Lawrence; (Clerk's Office);
(g) Receive 2011 Long-Range Planning Work Program (Scott McCullough);
(h) Consider approval of 2011 Douglas County Holiday Schedule (Pam Madl);
(i) Consider approval of 2011 Douglas County Cost of Living Adjustment (Pam Madl);
(j) Consider approval of 2010 Radio Purchase in the amount of $21,169.98 (Sheriff's Office);
(k) Consider approval of 2010 Car Camera Purchase in the amount of $34,720.00 (Sheriff's Office);
(l) Consider approval of 2010 Light Bar purchase in the amount of $10,622.92 (Sheriff's Office); and
(m) Consider approval of addendum to the Landfill Agreement between and among Hamm, the City and County. (Dan Watkins)

REGULAR AGENDA

(2) Consider a Conditional Use Permit [**CUP-9-3-10**] for a wedding venue for Shoshanna's Garden, located at 1879 East 1700 Road. Submitted by Susan Rendall, property owner of record. (PC Item 4; approved 6-1 on 11/15/10) (Sandra Day is the Planner)

(3) Consider authorization for county administrator to contract with Governmental Assistance Services (GAS) to complete application for community development block grant for infrastructure improvements made necessary by the Berry expansion. (Craig Weinaug)

(4) Conduct work session to discuss future contracted road maintenance strategies (Keith Browning)

RECESS UNTIL 6:35 P.M.
6:35 p.m. -Reconvene

(5) Continue Public Hearing for recommendation regarding annexation, A-9-3-10, as deferred from the November 17, 2010 meeting, of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and consider **Resolution No. 6910** requesting that the Board of County Commissioners make the statutory finding as to whether the proposed annexation would not hinder or prevent the proper growth or development of the area or of any other incorporated city. Submitted by Venture Properties, Inc., property owner of record. (PC Item 6A; approved 8-0 on 10/27/10) Sandra Day is the Planner.

(6) Other Business
(a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
(c) Miscellaneous
(d) Public Comment

(7) Adjourn

WEDNESDAY, DECEMBER 8, 2010

-TA-06-12-08: Reconsider approving Text Amendments to Section 20-810 of the Subdivision Regulations [County Code Section 11-110] to clarify the natural resources and environmentally sensitive areas that are to be protected or preserved, Section 20-812 [County Code Section 11-112] to revise the required contents of a plat to include environmentally sensitive lands provisions, and Section 20-815 [County Code Section 11-115] to provide definitions of terms related to environmentally sensitive lands. *Initiated by County Commission on 6/23/08. Previous draft approved by Planning Commission on 8/25/08.* (PC Item 2; approved 8-0 on 10/25/10) Mary Miller is the Planner.

WEDNESDAY, DECEMBER 15, 2010

WEDNESDAY, DECEMBER 22, 2010

WEDNESDAY, DECEMBER 29, 2010

WEDNESDAY, JANUARY 5, 2011

-CPA-3-1-10: Consider Comprehensive Plan Amendment to Horizon 2020 for an update to Chapter 8 – Transportation. *Initiated by Planning Commission on 2/22/10.* (PC Item 3; approved 9-0 on 9/20/10) Todd Girdler is the Planner.

MONDAY, JANUARY 10, 2011

9:00 a.m.

-Swearing in of Commission Gaughan

WEDNESDAY, JANUARY 12, 2011

-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.*

MEMO:

TO: Douglas County Commissioners
FROM: Ron Stegall

RE: Unexpended Funds Request

November 19, 2010

Each year, whenever the Kansas Department of Corrections makes unexpended funds from the previous year available, we apply for a portion of these funds. This year our application is for $32,000.00 for which $30,000.00 is for help to maintain our present staffing level and for $2,000.00 to help us fund our new incentive/rewards program as well as obtaining bus passes which we can then make available to needy clients.

APPLICANT IDENTIFICATION

KDOC USE ONLY Date received:	Received by:	
Applicant Agency (Main Office)		
Name: Douglas County Community Corrections		
Address: 111 E. 11th St. Unit 3	City: Lawrence	Zip Code: 66044
Telephone: 785-832-5220	E-Mail: rstegall@douglas-county.com	
Fax: 785-330-2800		
Total Request $32,000		
Required Signatures		
Name: Ron Stegall Address (if different from agency)	Title: Chief Executive Probation Officer	Telephone Number: 785-832-5342 E-Mail: rstegall@douglas-county.com

My signature certifies that this application specifies how the agency for which I am the Director will use FY 2010 Unexpended Funds for the purposes cited in the Kansas Department of Corrections Funding Priority List.

Ron Stegall, Director — Today's Date

My signature certifies that the Community Corrections Advisory Board authorizes approval of the agency's application for FY 2010 Unexpended Funds, and that the use of those funds shall be for the purposes cited in the Kansas Department of Corrections Funding Priority List.

Melissa Boisen, Advisory Board Chairperson, — Today's Date

My signature certifies that the Governing County/Board authorizes approval of the agency's application for FY 2010 Unexpended Funds, and that the use of those funds shall be for the purposes cited in the Kansas Department of Corrections Funding Priority List.

Nancy Thellman,
County Commission/Governing Board Chairperson, — Today's Date

FY 2010 UNEXPENDED FUNDS APPLICATION

1st Priority: Full-time ISO I

Discussion of Need: Our agency has the equivalent of seven full-time ISOs. When we initially developed our risk reduction initiative program, part of the plan was to establish specialized caseloads between the low risk and high risk offenders. Three full-time officers would supervise level III/IV adult offenders with the Chief Executive Probation Officer (CEPO) and AISP Officer III (Deputy Director) contributing .25 of their time supervising adult level III/IV offenders. In addition, the two Risk Reduction Initiative (RRI) ISOs would supervise the high risk offenders, level I/II. Evidence based practices supports specialized caseloads as they enable the ISOs to more effectively address offender risk and needs areas and to assess what services would be appropriate and available to help the offender successfully complete probation and become a productive citizen within the community. Having specialized caseloads was working for our agency until recently when the high risk caseloads were increasing and therefore, supervision of offenders became unmanageable. This was due to new assignments from the Court, acceptance of high risk courtesy cases, and offenders that were once inactive were active (i.e. release from treatment, jail, etc.). On April 29, 2010 our agency established a rollover ISO that would have the majority of low risk offenders, but also would accept some high risk offenders until the high risk caseloads became manageable. Again, our agency continued to see a steady rise in high risk offenders and we began to explore a long-term solution. On September 2, 2010 to compensate for the increase in high risk offenders our agency implemented each ISO having specialized caseloads, a low risk and a high risk. Only one ISO is supervising the highest of the high risk offenders only and this is due to the ISO being the contact person for our SCRAM program. Although the ISOs will benefit from the transition, the offenders will also benefit because they will not be transferred to a new ISOs when a LSIR reassessment is completed (i.e. high risk to low risk or vice versa). Instead, they will remain with the same ISO developing more consistency.

In addition to each ISO having specialized caseloads, surveillance has also been an integral player in the offenders natural community, especially the level I/II offenders. Surveillance is used to provide an additional level of intensive supervision service in the community for adult offenders, especially with the high risk offenders and offenders with curfews. Surveillance is used to promote a crime-free lifestyle and enhance the agency's ability to monitor offenders' whereabouts and activities in their natural environment, primarily during hours other than 8:00 A.M. to 5:00 P.M., Monday through Friday, including weekends. Additionally, the surveillance officer is responsible for assisting law enforcement personnel with the identification of offenders, performing random drug/alcohol tests, monitoring curfews, assessing compliance with other probation conditions and problem solving when the need arises.

Our agency could benefit from hiring an additional full-time ISO I. This would allow for more diversity between caseload numbers. Additionally, having two surveillance officers has been a long-term integral part of our agency to the extent we were forced to ask the County Commission for additional funds to maintain surveillance officers and a full-time ISO I. Our agency was allocated $60,000 to support our personnel for FY 2010 and the first part of FY 2011. Without the County's assistance and the depletion of our agency program fees, our agency was facing layoffs to include surveillance officers and ISO I. This would jeopardize the offenders as large caseloads inhibit the officer's ability to provide adequate supervision to offenders that are struggling to comply with probation expectations. If we were forced to lose one officer because of funding this would result in each remaining officer supervising an additional 10 offenders, nearly a 30% increase in the caseload.

Anticipated outcomes: It is important to our agency that we keep the caseloads of the ISOs at a manageable number. When the caseloads are too high our officers are not able to give the attention needed to offenders that are struggling. By maintaining these positions we can ensure that offenders are provided adequate supervision as well as the ISOs having enough time to maintain ties in the community to include collaboration with other agencies that will offer greater success among offenders.

Number of offenders these funds will impact: According to the TOADS Officer Caseload report, as of November 17, 2010, our agency had a total of 129 offenders assigned a risk level according to the LSI-R. There are 19 offenders on level I; 22 offenders on level II; 36 offenders on level III; and, 52 offenders on level IV. This number does not reflect the number of offenders going through the referral process or pending sentencing to our program. As of November 17, 2010 our agency had a total of 20 offenders that have been referred to our program pending sentencing. We also realize that ISO caseloads can fluctuate from day to day. Although we are managing with current personnel, losing either an ISO and/or a surveillance officer would be detrimental to the agency. We are anticipating that maintaining current staff would positively impact our caseloads as a whole depending on the offender's situation or at the minimum the high risk offenders. Therefore, we are requesting $30,000 to help maintain our present staff.

Amount of Request: $30,000

2nd Priority: Incentives/Rewards Program

Discussion of Need: Evidence based practices indicates what has been found to be most effective is a four to one ratio of positive reinforcement over sanctions. This can simply take the form of verbal recognition of positive behavior. As part of our FY11 Comprehensive Plan our agency is implementing an Incentives/Rewards Program that will provide a wide range of rewards and incentives for positive behaviors exhibited by offenders. Our goal is to increase positive reinforcement of constructive behaviors and to encourage offenders to abide by the expectations of probation through small rewards being given when they are in compliance for a period of time. The program will also encourage offenders to continue to model positive behavior throughout their supervision and thereafter. In addition to tangible rewards, rewards will range from an emphasis on positive verbal feedback (four-to-one ratio) to successfully completing probation via early release or at termination date. Many offenders have never been rewarded for positive behavior and therefore, have become accustom to obtaining attention by demonstrating negative behavior and for some, have led to a life of crime.

It is difficult for many offenders to comply with rules that have been established for them. If we can help offenders change their way of thinking and solve problems in a positive way they will be able to change their lifestyle and lessen recidivism. Furthermore, if we can re-enforce their positive behavior through incentives and rewards they stand a better chance of utilizing the skills they learned while on probation through out their life.

Examples of superior behavior that will be rewarded while on probation are being on time for probation appointments, attending alcohol/drug treatment appointments regularly, and maintaining sobriety to name a few. For those offenders that are currently in compliance, good behavior may include an unemployed offender that becomes legally employed; an offender who has not completed their high school education enrolls to begin taking classes to work towards gaining his/her GED. Of course, proof of doing so would be required. An ISO may also nominate an offender for an incentive or reward for reasons that are not listed in policy.

There also will be criteria regarding receiving rewards from the community. All businesses which make a donation shall be approved by the Chief Executive Probation Officer or Deputy Director. Employees may not donate personal items, cash or services to the Incentives/Rewards Program. Each donation received will be recorded in a log and each incentive or reward must have approval by the Deputy Director or Chief Executive Probation Officer. The frequency of distribution of rewards to offenders will be determined with good judgment and based on the number of rewards available.

Our agency has developed policy and procedure for the Incentives/Rewards Program. However, we have struggled to solicit an adequate number of donations from the community to implement the program. What our agency has discovered is that soliciting donations from community members and organizations is a full time job and with time constraints and limited staff have inhibited us from filling the need for donations to begin our program. Our previous intern began working on implementing the program but due to graduating in May 2010 resigned after being offered a full-time permanent position with another company. She was able to solicit and receive some incentives/rewards via donations prior to her resignation; however, they are not enough to begin the program.

Although our agency had the desire to request funding for this program in FY 2011, we understood the financial constraint the state was facing. However, with unexpended funds being made available to agencies we are applying for $1000 to purchase incentives/rewards. This will not only save time where staff can focus their time working with offenders but will also benefit the offenders in a positive way. Some items that our agency is considering purchasing are: grocery store certificates, restaurant certificates, bowling certificates, fuel certificates, movie certificates, bus passes, and many others.

Our agency had anticipated our program being fully developed as early as December 31, 2010. However, based on reality this will not occur without adequate funding.

Anticipated outcomes: We believe that this program will help reward offenders through tangible positive reinforcement. Currently our officers are providing verbal and written positive reinforcement. The use of positive reinforcement would result in higher compliance rates, lower revocation rates, and lower levels of supervision.

Number of offenders these funds will impact: Currently our ADP is 168.5 as of November 8, 2010. We hope that it will have a greater impact on those offenders that are high risk as they are the main population targeted by this program. As of November 17, 2010 we currently have 41 high risk offenders, however, this number will be expected to fluctuate daily. All tangible incentives/rewards must be approved by the Chief Executive Probation Officer or the Deputy Director.

Amount of Request: $1,000

3rd Priority: Bus Passes

Discussion of Need: Transportation is a major issue for many offenders in Douglas County. In the past several months, many offenders have asked ISOs for bus passes but lack of funding has created a barrier for the offenders, especially those that are unemployed with no resources. Many of the offenders have no form of transportation and are having difficulty affording even daily living expenses. For this population finding transportation to employment or job search, substance abuse or mental health treatment and meetings with their ISO is a major challenge. Many of them are unable to afford a bus pass that would enable them to travel to these necessary places when required. This creates discouragement and could result in offenders giving up.

Anticipated outcomes: By providing bus passes we would be ensuring that our offenders have easily accessible transportation. A larger portion of our offenders would be able to obtain and/or maintain employment and attend their required meetings. Failure to report causes the officer being unable to monitor the offenders' behaviors and help them to complete the goals that are set out for them in their supervision plan. In addition, the bus passes will help offenders meet their conditions of probation and fewer affidavits will need to be filed.

Unemployment is another major issue that can be remedied through the distribution of bus passes. When offenders are able to maintain employment they are more likely to engage in pro-social activities and maintain a support system which reduces their likelihood of engaging in activities that would lead to revocation.

Number of offenders these funds will impact: Our agency previously purchased bus passes but now has no funding to support purchasing bus passes. From July 1, 2009 to Dec 30, 2009 (FY 10), there were 916 ($916) bus passes granted to offenders. We have experienced a large number of offenders since we ran out of funds asking if bus passes are available and expect a comparable or greater number to be issued should we be granted the funds. With the winter months approaching we expect to see a greater increase of offenders in need of bus passes. Any indigent offender without transportation will be eligible for bus passes.

Amount of Request: $1,000

Total FY 2010 Unexpended Grant Funds Request: $ 32,000

DIRECTOR'S SIGNATORY APPROVAL

FY 2011 Community Corrections Unexpended Funds Award
Budget Summary

AGENCY: Douglas County Community Corrections

I hereby certify by my signature that I have reviewed my agency's FY 2010 Community Corrections Unexpended Funds Award Summary awarded in FY2011, attached hereto, and I agree I will spend these funds according to the amount awarded as indicated for each category (details in award notification letter).

Ron Stegall
Name (Typed or Printed)

Signature

11/19/10
Date

FY 2011
UNEXPENDED FUNDS BUDGET SUMMARY
DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Narrative to this document

		Unexpended Funds Budget Amount
	ADMINISTRATIVE SECTION	
1A	**PERSONNEL CATEGORY**	
	Salary	
	Benefits	
	TOTAL PERSONNEL CATEGORY	**0.00**
1B	**TRAVEL CATEGORY**	
1C	**TRAINING CATEGORY**	
1D	**EQUIPMENT CATEGORY**	
1E	**SUPPLIES/COMMODITIES CATEGORY**	
1F	**FACILITY CATEGORY**	
1G	**CONTRACTUAL CATEGORY**	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	TOTAL CONTRACTUAL CATEGORY	**0.00**
	TOTAL ADMINISTRATIVE SECTION	**0.00**
	AISP SECTION	
2A	**PERSONNEL CATEGORY**	
	Salary	27,500.00
	Benefits	2,500.00
	TOTAL PERSONNEL CATEGORY	**30,000.00**
2B	**TRAVEL CATEGORY**	
2C	**TRAINING CATEGORY**	
2D	**EQUIPMENT CATEGORY**	
2E	**SUPPLIES/COMMODITIES CATEGORY**	**2,000.00**
2F	**FACILITY CATEGORY**	
2G	**CONTRACTUAL CATEGORY**	
	Drug Testing Supplies	
	Drug Testing Services	
	Substance Abuse Evaluations	
	Substance Abuse Treatment	
	Mental Health Evaluations	

FY 2011
UNEXPENDED FUNDS BUDGET SUMMARY
DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Narrative to this document

		Unexpended Funds Budget Amount
	Mental Health Treatment	
	Sex Offender Evaluations	
	Sex Offender Treatment	
	Life Skills Instruction	
	Academic Education Services	
	Vocational Education Services	
	Transportation Assistance	
	Housing Assistance	
	Electronic Monitoring Services	
	Surveillance Services	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	(Please Specify)	
	TOTAL CONTRACTUAL CATEGORY	**0.00**
	TOTAL AISP SECTION	**32,000.00**
	ADULT RESIDENTIAL SECTION	
3A	**PERSONNEL CATEGORY**	
	Salary	
	Benefits	
	TOTAL PERSONNEL CATEGORY	**0.00**
3B	**TRAVEL CATEGORY**	
3C	**TRAINING CATEGORY**	
3D	**EQUIPMENT CATEGORY**	
3E	**SUPPLIES/COMMODITIES CATEGORY**	
3F	**FACILITY CATEGORY**	
3G	**CONTRACTUAL CATEGORY**	
	Drug Testing Supplies	
	Drug Testing Services	

FY 2011
UNEXPENDED FUNDS BUDGET SUMMARY
DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Narrative to this document

	Unexpended Funds Budget Amount
Substance Abuse Evaluations	
Substance Abuse Treatment	
Mental Health Evaluations	
Mental Health Treatment	
Sex Offender Evaluations	
Sex Offender Treatment	
Life Skills Instruction	
Academic Education Services	
Vocational Education Services	
Transportation Assistance	
Housing Assistance	
Electronic Monitoring Services	
Surveillance Services	
(Please Specify)	
(Please Specify)	
(Please Specify)	
(Please Specify)	
(Please Specify)	
(Please Specify)	
(Please Specify)	
(Please Specify)	
TOTAL CONTRACTUAL CATEGORY	**0.00**
TOTAL ADULT RESIDENTIAL SECTION	**0.00**
TOTAL UNEXPENDED FUNDS BUDGET SUMMARY	**32,000.00**

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

							32,000.00
							Unexpended
							Funds Budget
	ADMINISTRATIVE SECTION						
1A	**PERSONNEL CATEGORY**						
	Salary Detail	Name	Salary	CC percent	Subtotal		
				100.00%	0.00		
				100.00%	0.00		
	TOTAL SALARY						0.00
	Benefits Detail	Name	Salary	CC percent	Subtotal	Name Total	
			0.00			0.00	
	Workman's Comp		0.00	0.00%	0.00		
	Unemployment		0.00	0.00%	0.00		
	FICA & Medicare		0.00	7.65%	0.00		
	KPERS		0.00	0.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
						0.00	
	Workman's Comp		0.00	0.00%	0.00		
	Unemployment		0.00	0.00%	0.00		
	FICA & Medicare		0.00	7.65%	0.00		
	KPERS		0.00	0.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	TOTAL BENEFITS						0.00
1A	**TOTAL PERSONNEL CATEGORY**						**0.00**

Personnel Category Comments:

1B	**TRAVEL CATEGORY**	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
1B	**TOTAL TRAVEL CATEGORY**					**0.00**

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

					32,000.00 Unexpended Funds Budget
Travel Category Comments:					
1C	TRAINING	Details		CC percent	Subtotal
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
1C	TOTAL TRAINING CATEGORY				0.00
Training Category Comments:					
1D	TOTAL EQUIPMENT	Details		CC percent	Subtotal
			0.00	100.00%	0.00
			0.00	100.00%	0.00
1D	TOTAL EQUIPMENT CATEGORY				0.00
Equipment Category Comments:					
1E	SUPPLIES/COMMODITIES	Details		CC percent	Subtotal
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
1E	TOTAL SUPPLIES/COMMODITIES CATEGORY				0.00
Supplies/Commodities Comments:					
1F	FACILITY	Details		CC percent	Subtotal
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

					32,000.00 Unexpended Funds Budget
1F	TOTAL FACILITY CATEGORY				0.00
Facility Category Comments:					
1G	CONTRACTUAL	Details		CC percent	Subtotal
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
1G	TOTAL CONTRACTUAL CATEGORY				0.00
Contractual Category Comments:					
	TOTAL ADMINISTRATIVE SECTION				0.00
	AISP SECTION				
2A	PERSONNEL CATEGORY				
	Salary Detail	Name	Salary	CC percent	Subtotal
	Partial funding for one ISO		27,500.00	100.00%	27,500.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
			0.00	100.00%	0.00
	TOTAL SALARY				27,500.00
	Benefits Detail	Name	Salary	CC percent	Subtotal Name Total
			27,500.00		2,500.00
	Workman's Comp		27,500.00	0.00%	0.00
	Unemployment		27,500.00	0.00%	0.00
	FICA & Medicare		27,500.00	7.65%	2,103.75
	KPERS		27,500.00	0.00%	0.00
	Health Insurance				396.25
	(Please Specify)			100.00%	0.00
	(Please Specify)			100.00%	0.00
			0.00		0.00
	Workman's Comp		0.00	0.00%	0.00
	Unemployment		0.00	0.00%	0.00
	FICA & Medicare		0.00	7.65%	0.00

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

						32,000.00 Unexpended Funds Budget
	KPERS	0.00	0.00%	0.00		
	(Please Specify)		100.00%	0.00		
	(Please Specify)		100.00%	0.00		
	(Please Specify)		100.00%	0.00		
		0.00			0.00	
	Workman's Comp	0.00	0.00%	0.00		
	Unemployment	0.00	0.00%	0.00		
	FICA & Medicare	0.00	7.65%	0.00		
	KPERS	0.00	0.00%	0.00		
	(Please Specify)		100.00%	0.00		
	(Please Specify)		100.00%	0.00		
	(Please Specify)		100.00%	0.00		
		0.00			0.00	
	Workman's Comp	0.00	0.00%	0.00		
	Unemployment	0.00	0.00%	0.00		
	FICA & Medicare	0.00	7.65%	0.00		
	KPERS	0.00	0.00%	0.00		
	(Please Specify)		100.00%	0.00		
	(Please Specify)		100.00%	0.00		
	(Please Specify)		100.00%	0.00		
	TOTAL BENEFITS					2,500.00
2A	**TOTAL PERSONNEL CATEGORY**					**30,000.00**

$27,500.00 toward salary and $2,500.00 toward benefits accounts for approximately half of the total amount needed to fund one ISO.

2B	**TRAVEL CATEGORY**	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
2B	**TOTAL TRAVEL CATEGORY**					**0.00**

Travel Category Comments:

2C	**TRAINING**	Details		CC percent	Subtotal
			0.00	100.00%	0.00
			0.00	100.00%	0.00

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

						32,000.00 Unexpended Funds Budget
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
2C	TOTAL TRAINING CATEGORY					0.00

Training Category Comments:

2D	TOTAL EQUIPMENT	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
2D	TOTAL EQUIPMENT CATEGORY					0.00

Equipment Category Comments:

2E	SUPPLIES/COMMODITIES	Details		CC percent	Subtotal	
	Incentives/Rewards		0.00	100.00%	1,000.00	
	Bus passes		0.00	100.00%	1,000.00	
			0.00	100.00%	0.00	
2E	TOTAL SUPPLIES & COMMODITIES CATEGORY					2,000.00

Supplies/Commodities Category Comments: The $1,000.00 for incentives and rewards would be used to purchase a variety of items that could be used for offender incentives. The $1,000.00 for bus passes would be used to purchase 1000 bus passes at $1.00 each.

2F	FACILITY	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
2F	TOTAL FACILITY CATEGORY					0.00

Total Facility Category Comments:

2G	CONTRACTUAL	Details		CC percent	Subtotal	
	(Please Specify)		0.00	100.00%	0.00	
	(Please Specify)		0.00	100.00%	0.00	

FY 2011
UNEXPENDED FUNDS BUDGET NARRATIVE
DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

							32,000.00
							Unexpended
							Funds Budget
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
	(Please Specify)		0.00	100.00%	0.00		
2G	**TOTAL CONTRACTUAL CATEGORY**						**0.00**
Contractual Category Comments:							
	TOTAL AISP SECTION						**32,000.00**
	ADULT RESIDENTIAL SECTION						
3A	**PERSONNEL CATEGORY**						
	Salary Detail	Name	Salary	CC percent	Subtotal		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
	TOTAL SALARY						0.00
	Benefits Detail	Name	Salary	CC percent	Subtotal	Name Total	
			0.00			0.00	
	Workman's Comp		0.00	0.00%	0.00		
	Unemployment		0.00	0.00%	0.00		
	FICA & Medicare		0.00	7.65%	0.00		
	KPERS		0.00	0.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
			0.00			0.00	
	Workman's Comp		0.00	0.00%	0.00		
	Unemployment		0.00	0.00%	0.00		
	FICA & Medicare		0.00	7.65%	0.00		
	KPERS		0.00	0.00%	0.00		

FY 2011
UNEXPENDED FUNDS BUDGET NARRATIVE
DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

							32,000.00
							Unexpended
							Funds Budget
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
			0.00			0.00	
	Workman's Comp		0.00	0.00%	0.00		
	Unemployment		0.00	0.00%	0.00		
	FICA & Medicare		0.00	7.65%	0.00		
	KPERS		0.00	0.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
			0.00			0.00	
	Workman's Comp		0.00	0.00%	0.00		
	Unemployment		0.00	0.00%	0.00		
	FICA & Medicare		0.00	7.65%	0.00		
	KPERS		0.00	0.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	(Please Specify)			100.00%	0.00		
	TOTAL BENEFITS						0.00
3A	**TOTAL PERSONNEL CATEGORY**						**0.00**

Personnel Category Comments:

3B	**TRAVEL CATEGORY**	Details		CC percent	Subtotal		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
3B	**TOTAL TRAVEL CATEGORY**						**0.00**

Travel Category Comments:

3C	**TRAINING**	Details		CC percent	Subtotal		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		
			0.00	100.00%	0.00		

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

						32,000.00 Unexpended Funds Budget
3C	**TOTAL TRAINING CATEGORY**					0.00

Training Category Comments:

3D	**TOTAL EQUIPMENT**	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
3D	**TOTAL EQUIPMENT CATEGORY**					0.00

Equipment Category Comments:

3E	**SUPPLIES/COMMODITIES**	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
3E	**TOTAL SUPPLIES/COMMODITIES CATEGORY**					0.00

Supplies/Commodities Category Comments:

3F	**FACILITY**	Details		CC percent	Subtotal	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
			0.00	100.00%	0.00	
3F	**TOTAL FACILITY CATEGORY**					0.00

Facility Category Comments:

3	**CONTRACTUAL**	Details		CC percent	Subtotal	
	(Please Specify)		0.00	100.00%	0.00	
	(Please Specify)		0.00	100.00%	0.00	
	(Please Specify)		0.00	100.00%	0.00	
	(Please Specify)		0.00	100.00%	0.00	

FY 2011

UNEXPENDED FUNDS BUDGET NARRATIVE

DOUGLAS COUNTY COMMUNITY CORRECTIONS

Please attach a Budget Summary to this document

						32,000.00 Unexpended Funds Budget
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
2G	TOTAL CONTRACTUAL CATEGORY					0.00

Contractual.Category Comments:

	TOTAL ADULT RESIDENTIAL SECTION	0.00
	TOTAL REIMBURSEMENT CARRYOVER BUDGET	**32,000.00**

Douglas County 9-1-1 Emergency Communications

To: Douglas County Board of County Commissioners
County Administrator Craig Weinaug

From: Amanda Reusch, Acting Director, Douglas County Emergency Communications

Date: November 10, 2010

Subject: Consideration and Approval for Public Safety trunking system and dispatch consoles maintenance contract

I request that the 2011 Motorola Service agreement be added to the Douglas County Commission's agenda. Each year, this contract comes up for renewal. The contract is necessary and needed to provide ongoing maintenance for the public safety trunking system and dispatch consoles.

The amount of the 2010 contract was $34,950.36. The 2011 contract has less than a 3% increase from last year. The 2011 contract amount is $35,840.64. This amount will be paid from the 911 fee fund- communications equipment maintenance-235 2100 60940. The proposed contract is for the 2011 budget year and is effective from January 1, 2011 to December 31, 2011.

I have attached a copy of the current contract and maintenance contract agreement for approval.

If you have any questions, please feel free to contact me.

Respectfully,

Amanda M. Reusch

Amanda M. Reusch

DOUGLAS COUNTY EMERGENCY COMMUNICATIONS CENTER
111 East 11th St. • Lawrence, KS 66044-2912 • (785) 832-5237 • (785) 832-5206 (FAX)

MOTOROLA

SERVICE AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: S00001002871
Contract Modifier: RN02-OCT-10 06:25:10
Supercedes Agreement(s):

Date: 10/11/2010

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:	01/01/2011
Contract End Date:	12/31/2011
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 *****		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
6	SVC260AA	*ENH: SMARTNET OPER POSITION*	$422.40	$5,068.80
1	SVC265AA	*ENH: DATATAC 2.02 SITE*	$.00	$.00
1	SVC257AA	*ENH: SMARTNET SITE*	$70.40	$844.80
6	SVC258AA	*ENH: SMARTNET STATION*	$351.72	$4,220.64
	SVC01SVC1102C	DISPATCH SERVICE		
1	SVC248AA	*ENH: DATATAC 2.02 SITE*	$.00	$.00
1	SVC240AA	*ENH: SMARTNET SITE*	$38.89	$466.68
6	SVC241AA	*ENH: SMARTNET STATION*	$39.60	$475.20
6	SVC243AA	*ENH: SMARTNET OPERATOR POSITION*	$32.34	$388.08
	SVC01SVC1103C	NETWORK MONITORING SERVICE		
1	SVC282AA	*ENH: SMARTNET STATION*	$23.18	$278.16
1	SVC273AA	*ENH: SMARTNET SYSTEM*	$267.73	$3,212.76
1	SVC281AA	*ENH: SMARTNET SITE*	$48.97	$587.64
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE		
1	SVC218AA	*SITES*	$.00	$.00
1	SVC218AA	*SITES*	$251.22	$3,014.64
6	SVC219AA	*STATION(S)*	$678.30	$8,139.60
6	SVC220AA	*OPERATOR POSITIONS*	$602.94	$7,235.28
1	SVC987AA	*CENTRAL ELECTRONICS BANKS (CEB)*	$113.05	$1,356.60
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR		
2		*UPS*	$45.98	$551.76

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$ 2,986.72	$ 35,840.64
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$2,986.72	$35,840.64
Taxes	-	-
Grand Total	$ 2,986.72	$ 35,840.64

** 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	SCHAUMBURG	IL

SECURITY DO298		
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 will 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 xpenses 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 will 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 will 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 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 subcontract any of the work,but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola

may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. 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.

17.8. 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.

Revised Jan 1, 2010

Statement of Work
Prepared For :

DOUGLAS COUNTY KANSAS

111 E 11TH ST

LAWRENCE, KS 66044

MOTOROLA

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. Fleet mapping 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.

MOTOROLA

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 be 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	• **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	• **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	• **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**
Private Data	Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station

Legal Approval
February 28, 2008

MOTOROLA

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.

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, Quantro, 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 Spectratac, 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.

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

MOTOROLA

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

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, EUDORA TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Cecil Monday's Bar & Grill** to sell Cereal Malt Beverages at retail for consumption on the premises: **2229 N 1400 Rd, Eudora, KS**.

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

Done by the Board of County Commissioners this 1st Day of December, 2010.

_____
CHAIRMAN

_____
COUNTY CLERK

(SEAL)

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

NOTICE TO THE TOWNSHIP BOARD

STATE OF KANSAS DOUGLAS COUNTY, ss

TO THE TOWNSHIP CLERK, GRANT TOWNSHIP

This is to notify the members of your Township Board that application has been filed with the Douglas County Commission for **Midland Farm Store** to sell Cereal Malt Beverages at retail for consumption off the premises: **1423 East 900 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 **1st day of December, 2010**

_____
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.

JAMIE SHEW
DOUGLAS COUNTY CLERK
1100 Massachusetts
Lawrence, KS 66044
Phone: 785-832-5182
Fax: 785-832-5192

Carrie F. Moore
Chief Deputy Clerk

Keith D. Campbell
Deputy Clerk-Elections

2011

DOUGLAS COUNTY KANSAS OCCUPATIONAL LICENSE APPLICATION

DATE: 11-12-10

APPLICANT: Little Reno Inc. DBA Paradise Saloon

APPLICANT'S REPRESENTATIVE: Zachary R. Snyder

BUSINESS ADDRESS: 1697 Highway 40 (PO Box 442082) Lawrence KS

STATE LIQUOR LICENSE NUMBER: 09-016-0134-00

BUSINESS PHONE: 785-843-9601

DOUGLAS COUNTY USE LOCATION: Same as Above

Zachary R. Snyder

APPLICANT'S SIGNATURE

COUNTY FEE $150.00 COUNTY LICENSE NUMBER 1

DATE ISSUED

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: $ 150.00 (original) LICENSE TAX NO. 1

2011

TO WHOM IT MAY CONCERN:

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

of CLASS "B" CLUB LICENSE NO. 09-016-0134-00 for the year beginning **January 1, 2011** **at 1697 Highway 40, PO Box 442082, LAWRENCE, KS 66044** in the Township of **GRANT** in **DOUGLAS COUNTY, KANSAS**

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

This License will expire **DECEMBER 31, 2010** unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

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

(Seal) this **1st day of December, 2010**.

Attest: _____ _____

County Clerk Chairman

Memorandum
City of Lawrence
Douglas County
Planning & Development Services

TO: **Planning Commission**

FROM: **Planning Staff**

CC: **Scott McCullough, Director of Planning and Development Services**

Date: **For November 15, 2010 Commission Meeting**

RE: **Long-Range Planning Work Program**

This memo is provided to outline the recommended long-range planning work program. An update of recent efforts is presented, along with a list of future work projects, of which some will begin in 2011. Staff is seeking input from the Lawrence-Douglas County Planning Commission, Lawrence City Commission and Douglas County Board of County Commissioners on the work program to help set priorities for 2011. (*****) denotes Staff's recommended priorities for 2011. Other projects will be worked on as resources allow.

Major Projects Completed or In Process – 2010

1. *Oread Neighborhood Plan* – COMPLETE
2. Horizon 2020 – Chapter 16 Environment Chapter – PC Approved
3. *Northeast Sector Plan* – PC Approved
4. Industrial Design Guidelines – PC Approved
5. Retail Market Study – COMPLETE
6. Annual Comprehensive Plan Review – COMPLETE
7. Applicant initiated Comprehensive Plan Amendments - COMPLETE

Future Projects – 2011

1. Inverness Park District Plan *****
    - The Lawrence City Commission initiated this plan at their meeting on November 9, 2010
2. *Oread Neighborhood Plan* implementation
    - Overlay districts as identified in the plan *****
    - Development Code text amendments *****
        - Congregate living
        - Dumpster and trash enclosure standards
        - Detached dwellings permitted by right in multi-dwelling districts
3. *Farmland Industries Redevelopment Plan* implementation *****

- Master planning
- Property platting
- Rezoning

4. *West of K-10 Plan* implementation
   - Amend subdivision regulations to establish a 50' extraordinary setback on US40/West 6th Street west of K-10 Highway. *****
   - Update the *West 6th Street/K-10 Nodal Plan* to reflect adopted Future Land Use designations of the *West of K-10 Plan*.
5. US-40 and K-10 Plan *****
   - Provide input into KDOT sponsored plan.
6. Innoprise implementation – new software to better coordinate development applications *****
7. 2010 Census *****
   - Analysis
   - Reports
   - Comprehensive Plan amendments
8. Horizon 2020 Annual Review *****
9. *Southeast Area Plan* amendments related to 31st Street Alignment (CPA-10-8-10)*****
10. Review requirements/process for Comprehensive Plan Amendments for rezoning cases *****
11. Indian Hills neighborhood plan
12. Urban Growth Area and Service Areas review – Map 3-1 (CPA-2008-8) (after Census analysis and water/wastewater master plan updates)
13. Complete Streets – Background work in 2011, completion in 2012
14. Commercial Design Standards Review
15. Horizon 2020 – Map 3-3 – Douglas County Growth Areas (CPA-2008-2)
16. Horizon 2020 – Chapter 10 Community Facilities update
17. Horizon 2020 – Chapter 17 Implementation update
18. South of Wakarusa Sector Plans

<u>Other Sector Plan implementation items</u>

Burroughs Creek Corridor Plan

- Rezoning of the 800 Block of Lynn St.

<u>Horizon 2020 Chapter 14 – Scheduled 2011 Plan Reviews</u>

Burroughs Creek Corridor Plan

DOUGLAS COUNTY ADMINISTRATIVE SERVICES
1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Pamela J. Madl
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Pam Madl

SUBJECT 2011 Holidays

DATE: 11/23/10

Attached is my recommendation for the 2011 holidays. These holidays are consistent with past years. Typically, the County provides 10 holidays, including at least one personal discretionary day. Because Christmas in 2011 falls on the weekend, employees received only 1 day as a holiday, and so add a second personal discretionary day is added to bring the total to 10.

DOUGLAS COUNTY
2011 HOLIDAY SCHEDULE

New Year's Day	Friday, December 31
Martin Luther King's Day	Monday, January 17
Memorial Day	Monday, May 30
Fourth of July	Monday, July 4
Labor Day	Monday, September 5
Thanksgiving	Thursday-Friday, November 24-25
Christmas	Monday, December 26
Two (2) Personal Discretionary Days	

pjm

DOUGLAS COUNTY ADMINISTRATIVE SERVICES
1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Pamela J. Madl
Assistant County Administrator

To: Board of County Commissioners

From: Pam Madl

Date: November 24, 2010

Re: 2011 Cost of Living Adjustment

I have researched the Department of Labor website with respect to the change in consumer price index for the past 12 months. The latest information available reveals that the CPI change for Midwest Urban Consumers from October 2009 to October 2010 was at least 1.2%; specifically for Kansas City, it appears to have increased 2.7% for the first six months of the year. I have attached the reports I downloaded for your information. (The November information will not be released until December 15.)

You allocated 1.0% for COLA in the 2011 budget. Based on the figures above, this appears to be an appropriate amount. It is my recommendation that you approve a Cost of Living Increase in the amount of 1.0% for the fiscal year 2011.

I will be available if you have any comments or questions. Thank you for your consideration.

pjm

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	Relative Importance, December 2009	Unadjusted indexes		Unadjusted percent change to Oct. 2010 from—		Seasonally adjusted percent change from—		
		Sep. 2010	Oct. 2010	Oct. 2009	Sep. 2010	July to Aug.	Aug. to Sep.	Sep. to Oct.
Expenditure category								
All items	100.000	218.439	218.711	1.2	0.1	0.3	0.1	0.2
All items (1967=100)	-	654.346	655.162	-	-	-	-	-
Food and beverages	14.795	220.586	221.005	1.4	.2	.1	.3	.1
Food	13.738	220.216	220.616	1.4	.2	.2	.3	.1
Food at home	7.801	216.161	216.698	1.4	.2	.0	.3	.0
Cereals and bakery products	1.108	250.085	249.890	-.6	-.1	.1	.8	-.2
Meats, poultry, fish, and eggs	1.745	211.280	212.170	5.8	.4	-.3	.9	.6
Dairy and related products [1]	.820	199.042	201.291	3.0	1.1	-.1	.2	1.1
Fruits and vegetables	1.153	268.832	270.200	.3	.5	.4	.1	-.7
Nonalcoholic beverages and beverage materials	.952	161.771	161.313	-1.0	-.3	-.1	.0	-.5
Other food at home	2.023	191.289	191.311	.0	.0	.2	.0	-.2
Sugar and sweets	.295	202.469	202.962	3.2	.2	-.1	1.1	.7
Fats and oils	.232	201.971	203.614	1.8	.8	.7	.1	.5
Other foods	1.496	204.322	203.990	-.9	-.2	.2	-.2	-.4
Other miscellaneous foods [1 2]	.439	122.106	121.698	-.3	-.3	-.2	.3	-.3
Food away from home [1]	5.937	227.075	227.287	1.4	.1	.3	.3	.1
Other food away from home [1 2]	.326	160.072	160.036	1.9	.0	.1	.3	.0
Alcoholic beverages	1.056	224.043	224.705	1.1	.3	.0	.2	.2
Housing	41.960	216.602	216.100	-.2	-.2	.0	-.1	.1
Shelter	32.289	248.522	248.646	-.3	.0	.0	.0	.1
Rent of primary residence [3]	5.966	249.368	249.618	.3	.1	-.1	.1	.1
Lodging away from home [2]	.769	135.800	133.580	.1	-1.6	-1.3	-.2	-1.0
Owners' equivalent rent of residences [3 4]	25.206	256.590	256.823	.0	.1	.0	.0	.1
Owners' equivalent rent of primary residence [3 4]	23.593	256.584	256.817	.0	.1	.0	.0	.1
Tenants' and household insurance [1 2]	.347	126.627	127.111	4.0	.4	.5	.1	.4
Fuels and utilities	5.081	217.695	213.031	2.4	-2.1	.4	-.4	.4
Household energy	4.028	192.635	187.271	1.7	-2.8	.5	-.6	.4
Fuel oil and other fuels [1]	.276	265.812	276.551	13.4	4.0	.7	1.0	4.0
Gas (piped) and electricity [3 5]	3.752	197.049	190.603	.9	-3.3	.4	-.8	.2
Water and sewer and trash collection services [2]	1.052	172.833	173.360	5.3	.3	.2	.4	.4
Household furnishings and operations	4.590	124.535	124.524	-2.5	.0	.0	-.4	.0
Household operations [1 2]	.781	150.346	150.151	.0	-.1	-.1	-.2	-.1
Apparel	3.695	121.011	122.454	-1.2	1.2	-.1	-.6	-.3
Men's and boys' apparel	.903	112.201	114.090	-.6	1.7	-.1	-.6	-.3
Women's and girls' apparel	1.580	109.217	110.723	-2.7	1.4	-.3	-1.4	-.4
Infants' and toddlers' apparel	.196	114.413	114.663	-2.2	.2	-1.3	-1.3	-1.9
Footwear	.721	129.303	130.896	.4	1.2	-.5	.3	.2
Transportation	16.685	192.412	194.283	4.8	1.0	1.2	.5	1.2
Private transportation	15.497	187.646	189.674	4.9	1.1	1.3	.5	1.3
New and used motor vehicles [2]	6.386	97.502	97.203	2.2	-.3	.4	-.2	-.4
New vehicles	3.573	137.365	137.849	.4	.4	.3	.1	-.2
Used cars and trucks	2.012	146.065	144.040	8.6	-1.4	.7	-.7	-.9
Motor fuel	4.525	232.518	240.303	9.7	3.3	3.9	1.8	4.4
Gasoline (all types)	4.337	231.819	239.527	9.5	3.3	3.9	1.6	4.6
Motor vehicle parts and equipment [1]	.401	137.802	138.289	3.5	.4	.3	.1	.4
Motor vehicle maintenance and repair [1]	1.167	249.231	249.824	1.8	.2	.3	.3	.2
Public transportation	1.187	252.525	251.435	4.3	-.4	-.2	.5	.2
Medical care	6.513	390.616	391.240	3.4	.2	.2	.6	.1
Medical care commodities [1]	1.611	315.804	316.082	2.5	.1	.2	.3	.1
Medical care services	4.902	413.807	414.564	3.6	.2	.2	.8	.2
Professional services	2.796	330.149	330.057	2.7	.0	.2	.4	.0

See footnotes at end of table.

Economy at a Glance

Kansas City, MO-KS

Kansas City, MO-KS

Data Series	Back Data	Apr 2010	May 2010	June 2010	July 2010	Aug 2010	Sept 2010
Labor Force Data							
Civilian Labor Force (1)		1,028.1	1,029.5	1,041.7	1,041.1	1,025.3	(P) 1,019.5
Employment (1)		942.4	944.1	953.6	949.2	935.2	(P) 931.7
Unemployment (1)		85.7	85.4	88.1	91.9	90.1	(P) 87.8
Unemployment Rate (2)		8.3	8.3	8.5	8.8	8.8	(P) 8.6
Nonfarm Wage and Salary Employment							
Total Nonfarm (3)		969.9	977.4	976.3	962.3	962.4	(P) 965.0
12-month % change		-1.8	-1.2	-1.4	-1.5	-1.3	(P) -1.3
Mining, Logging, and Construction (3)		42.2	43.2	44.6	44.8	45.2	(P) 43.4
12-month % change		-4.1	-4.4	-2.4	-2.6	1.1	(P) -0.2
Manufacturing (3)		71.8	71.6	71.8	70.0	70.6	(P) 70.3
12-month % change		-3.5	-0.7	-2.0	-4.2	-3.6	(P) -3.7
Trade, Transportation, and Utilities (3)		192.7	192.9	194.2	194.0	194.4	(P) 194.2
12-month % change		-1.8	-1.7	-1.3	-0.9	-0.8	(P) -0.6
Information (3)		37.3	37.3	37.3	37.2	36.7	(P) 36.0
12-month % change		-6.8	-5.8	-5.3	-5.1	-5.2	(P) -5.5
Financial Activities (3)		68.3	68.6	68.4	68.3	68.7	(P) 68.7
12-month % change		-3.9	-3.5	-4.2	-4.2	-3.4	(P) -1.9
Professional and Business Services (3)		139.0	139.4	139.5	139.8	139.4	(P) 138.9
12-month % change		-2.9	-1.7	-1.5	-0.8	-1.0	(P) -0.4
Education and Health Services (3)		129.2	129.3	127.0	126.9	128.0	(P) 129.4
12-month % change		2.1	2.1	0.5	-0.2	1.0	(P) 1.3
Leisure and Hospitality (3)		93.7	96.1	98.1	97.9	97.5	(P) 94.8
12-month % change		0.4	-0.2	0.2	1.6	-0.8	(P) -1.0
Other Services (3)		40.3	40.4	40.2	40.1	40.2	(P) 39.7
12-month % change		-2.7	-2.2	-3.4	-3.4	-2.7	(P) -2.2
Government (3)		155.4	158.6	155.2	143.3	141.7	(P) 149.6
12-month % change		-1.6	0.0	-0.8	-1.6	-2.0	(P) -3.2

Footnotes
(1) Number of persons, in thousands, not seasonally adjusted.
(2) In percent, not seasonally adjusted.
(3) Number of jobs, in thousands, not seasonally adjusted. See About the data.
(P) Preliminary

Data Series	Back Data	1st Half 2009	2nd Half 2009	1st Half 2010
Consumer Price Index: Kansas City MO-KS				
CPI-U, All items (1)		199.152	202.767	204.584
CPI-U, All items, 12-month % change (1)		-0.9	0.7	2.7
CPI-W, All items (2)		190.869	194.635	196.653
CPI-W, All items, 12-month % change (2)		-0.8	0.8	3.0

Footnotes
(1) All Urban Consumers, base: 1982-84=100, not seasonally adjusted.
(2) Urban Wage Earners and Clerical Workers, base: 1982-84=100, not seasonally adjusted.

Data extracted on: November 18, 2010

Source: U.S. Bureau of Labor Statistics

Note: More data series, including additional geographic areas, are available through the "Databases & Tables" tab at the top of this page.

Geographically based survey data available from BLS:

Employment & Unemployment

Databases, Tables & Calculators by Subject

Change Output Options: From: 2008 To: 2010 GO

☐ include graphs

Data extracted on: November 19, 2010 (11:17:11 AM)

Consumer Price Index - Chained Consumer Price Index

Series Id: SUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: DECEMBER 1999=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2008	121.867	122.250	123.323	124.116	125.171	126.307	126.918	126.594	126.551	125.500	123.044	121.557	124.433
2009	122.155(U)	122.868(U)	123.139(U)	123.494(U)	123.988(U)	125.216(U)	124.933(U)	125.226(U)	125.238(U)	125.359(U)	125.447(U)	125.174(U)	124.353(U)
2010	125.628(I)	125.604(I)	126.162(I)	126.375(I)	126.451(I)	126.247(I)	126.203(I)	126.353(I)	126.418(I)	126.614(I)			

U : Interim
I : Initial

OFFICE OF THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

November 19, 2010

To: Craig Weinaug, Douglas County Administrator
From: Ken McGovern, Sheriff

SUBJECT: 2010 RADIO PURCHASE

I request that a purchase of 6 Motorola XTS 5000 portable radios and accessories be added to the Douglas County Commission's consent agenda. This transaction will be made with TFM Communications via state contract number 28440 and is expected to cost $21,169.98. The funding for this purchase is currently available in the Douglas County Sheriff's Office budget.

This purchase is part of a Project 25 compliance purchase project. Project 25 is a Federal Communications Commission mandate requiring that all public safety radio systems be changed from analog to digital by the year 2018. In 2007, the Douglas County Commission agreed to allow the Sheriff's Office to phase the purchases of these digital radios over the course of five years (2007, 2008, 2009, 2010, and 2011) becoming compliant by 2012.

I have included copies of the vendor information and price quotation with this request. If you have any further questions, please feel free to contact me.

Respectfully,

Sheriff Ken McGovern

MOTOROLA

Quote Number: QU0000128014
Effective: 04 NOV 2010
Effective To: 03 JAN 2011

Bill-To:
DOUGLAS COUNTY SHERIFF
111 E 11TH ST
LAWRENCE, KS 66044
United States

Ship-To:
DOUGLAS COUNTY SHERIFF
111 E 11TH ST
LAWRENCE, KS 66044
United States

Ultimate Destination:
DOUGLAS COUNTY SHERIFF
111 E 11TH ST
LAWRENCE, KS 66044
United States

Attention:
Name: GARY BUNTING
Phone: 785-841-0007

Sales Contact:
Name: Lisa Rowland
Email: lrowland@tfmcomm.com
Phone: 7852332343

Contract Number: 28440
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	6	H18UCF9PW6AN	PORTABLE XTS5000 MODEL II 3X2 KEYPAD DISPLAY 1000 CHANNELS 764-870MHZ	$2,158.00	$1,575.34	$9,452.04
1a	6	Q44AC	ADD: RF ANTENNA SWITCH (NTN8327)	$10.00	$7.30	$43.80
1b	6	Q806BA	ADD: SOFTWARE ASTRO DIGITAL CAI OPERATION	$515.00	$375.95	$2,255.70
1c	6	H38BR	ADD: SMARTZONE SYSTEM SOFTWARE	$1,500.00	$1,095.00	$6,570.00
1d	6	Q361AK	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	$300.00	$219.00	$1,314.00
2	6	HNN9031B	BATT 1525MAH SMART NICD NON-FM	$103.00	$50.00	$300.00
3	6	NTN1873A	CHARGER, IMPRES RAPID RATE, 110V US PLUG	$165.00	$133.65	$801.90
4	6	PMMN4051B	REMOTE SPEAKER MIC, RX-JACK	$89.00	$72.09	$432.54

Total Quote in USD $21,169.98

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
4 Prices quoted are valid for thirty(30) days from the date of this quote.
5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL

MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

OFFICE OF THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

November 19, 2010

To: Craig Weinaug, Douglas County Administrator
From: Ken McGovern, Sheriff

SUBJECT: 2010 CAR CAMERA PURCHASE

I request that a purchase of 7 Digital Ally DVM750 digital video mirror kits and accessories be added to the Douglas County Commission's consent agenda. This transaction will be made with Digital Ally and is expected to cost $34,720.00. The funding for this purchase is currently available in the Douglas County Sheriff's Office budget.

Our current in-car digital video camera inventory is entirely composed of the digital video mirror kits manufactured by Digital Ally. Our current video management software only functions with this particular make of camera. Digital Ally has provided a very reliable product and excellent service. However, many of our cameras are approximately 4 years old and nearing the end of their life cycle. We would like to replace these cameras over the course of the next couple of years. In order to retain the level of quality, consistency, and compatibility for our equipment, this purchase qualifies as sole source. Digital Ally is also the manufacturer and only distributor.

This purchase has not been previously approved by the Board of County Commissioners, but the funding is currently available in the 2010 Sheriff's Office budget. This purchase is necessary to ensure the continued reliable operation of our vehicles assigned to the Patrol Division.

I have included copies of the price quotations with this request. If you have any further questions, please feel free to contact me.

Respectfully,

Sheriff Ken McGovern

00-023QUOTE

Digital-Ally®

Bill To:
Douglas County Sheriff
Cpl. Gayland Guinn
111 East 11th St.
Lawrence, KS. 66044
785-840-6012
[Fax]
gguinn@dgso.org

Ship To:
Douglas County Sheriff
Cpl. Gayland Guinn
111 East 11th St.
Lawrence, KS. 66044
785-840-6012
[Fax]
gguinn@dgso.org

End User:
Douglas County Sheriff
Cpl. Gayland Guinn
111 East 11th St.
Lawrence, KS. 66044
785-840-6012
[Fax]
gguinn@dgso.org

Local Representative :

Nate Vogel
Cell: 214.632.5196
nathanvogel@cableone.net

Date	Quote #	Sales Representative	Shipping Method	Payment Terms	Quote Valid
05/31/2010		Nate Vogel	UPS Ground	Net 30	90 Days

Qty	Item #	Description	Unit Price		Total
7	001-0750	DVM750 Digital Video Mirror Kit	$4,995.00		**$34,965.00**
7	004-0062	Radar Interface Cable, ACI-Stalker	$125.00		**$875.00**
7	004-0502	VoiceVault Wireless Mic for DVM750	$365.00		**$2,555.00**
3		Trade In Value	-$1,295.00		**($3,885.00)**

Notes:

Subtotal	$34,510.00
Shipping	$210.00
Subtotal	$34,720.00
Sales tax rate	
Sales tax on purchase	
Total	**$34,720.00**

Thank you for your interest!
If you would like to place an order, please contact Digital Ally or your local rep.

00-023QUOTE

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.
2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Dig
3. Security Interest. Digital Ally retains a security interest in all goods delivered to y
4. Taxes. In addition to the purchase price, you must pay any sales, excise or simi
5. Shipment. Digital Ally will use commercially reasonable efforts to comply with yc
6. Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, (
7. Limitation of Liability. You assume all risk from your purchase and use of the go
8. Warranty; Limitations on Remedies. Digital Ally's warranty on the goods provide

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.
10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.
11. Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally
12. Governing Law; Jurisdiction and Venue. This Order and all disputes arising un
13. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration re

7311 W. 130th Street Suite 170 ■ Overland Park, Kansas 66213 ■ PHONE: 800.440.4947 ■ FAX: 913.814.7775
WEBSITE: www.digitalallyinc.com ■ EMAIL: sales@digitalallyinc.com

OFFICE OF THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(7) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

November 19, 2010

To: Craig Weinaug, Douglas County Administrator
From: Ken McGovern, Sheriff

SUBJECT: 2010 LIGHT BAR PURCHASE

I request authorization to complete a purchase of 7 Whelen Liberty light bars. This transaction will be made with OMB Police Supply in Lenexa, KS and is expected to cost $10,622.92.

Our current light bar inventory is almost entirely composed of the Whelen Liberty LED models. This particular make and model has been of an excellent quality and reliability. However, they are approximately 6 to 7 years old and are nearing the end of their life cycle. We would like to replace these light bars over the course of the next couple of years. In order to retain the level of quality and consistency for our equipment, this purchase qualifies as sole source. Also, OMB Police Supply was chosen as the vendor because they provided the lower of the two bids required per the county purchasing policy.

This purchase has not been previously approved by the Board of County Commissioners, but the funding is currently available in the 2010 Sheriff's Office budget. This purchase is necessary to ensure the continued reliable operation of our vehicles assigned to the Patrol Division.

I have included copies of the price quotations with this request. If you have any further questions, please feel free to contact me.

Respectfully,

Sheriff Ken McGovern

Approval: _____ Date: _____
Craig Weinaug, County Administrator

EXPRESS POLICE SUPPLY™

Express Police Supply
11333 Strang Line Rd
Lenexa, KS 66215
Office: 866-990-1990
Fax: 866-990-3990
chris@ombexpress.com

Quote No:
Date:
Terms: Net 30 Days

Freight:
Delivery:
Prices Good Until:

To: Douglas County Sheriff
Attn: Gary Bunting

Telephone:
Fax:

From: Chris Hartl

Authorized Signature

Quantity	Description	Price Each	Extension
7	Whelen Liberty Lightbar. All LED lightbar. Amber traffic advisor. Comes with mounting kit and 2 free Vertex LED's per bar. Item# LB168	1499.99	10,499.93
	Shipping		122.99
	Total		$10,622.92
	Thanks, Chris		

Quotation

100 N Church St
Olathe, KS 66061
[P]913.390.1777 [F]913.390.7889
sales@buschandassociates.com

P.O. NO.
DATE
ACCOUNT NO.
REP

VENDOR
Lt. Gary Bunting
Douglas County Sheriff
111 East 11th St
Lawrence, KS 66044

SHIP TO
[Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
BEST WAY		A.S.A.P.

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	LINE TOTAL
7.00	Liberty	Liberty Lightbar	$ 1,650.00	$ 11,550.00
			SUBTOTAL	$ 11,550.00
			SALES TAX	
			TOTAL	$ 11,550.00

AD - Crabtree, Robin

From: Dan Watkins [danwatkins@sunflower.com]
Sent: Wednesday, November 24, 2010 11:06 AM
To: AD - Weinaug, Craig
Cc: AD - Crabtree, Robin
Subject: Landfill Addendum
Attachments: ADDENDUM re Tipping Fee 1010.doc; Hamm_Lawrence Landfill Agreement.pdf

Craig-

Attached is an addendum to the Landfill Agreement between and among Hamm, the City and County which the City agreed to at last night's meeting. The original agreement which is unchanged other than the addendum provision raising the base rate is also attached.

State statutes call for cities and counties to provide for the collection and disposal of solid wastes or contract therefor to carry out their duties—KSA 65-3410. The City, as the largest collector of solid waste usually takes the lead in negotiating the landfill agreement. Hamm hadn't raised the rates for the landfill tipping fee in 18 years but this past summer requested an increase. The City still has a very preferred customer rate in relation to other comparable facilities.

Though this doesn't directly affect the County, you are a party to the agreement and the addendum needs approval by the County to be effective.

Would be glad to address any issues you or the Commissioners may have regarding this.

Dan

Dan Watkins
Law Offices of Dan Watkins
4311 W. 6th St. Ste C
Lawrence, KS 66049
785-843-0181
785-749-5652 (fax)
danwatkins@sunflower.com

ADDENDUM

This Addendum is made and entered into this _____ day of _____, 2010 by and between N.R. Hamm Quarry, Inc. of Perry, Kansas, a Kansas Corporation (Contractor or Hamm); the Board of County Commissioners of the County of Douglas, State of Kansas (County); and the City of Lawrence, Kansas (City) to amend the Agreement entered into by the above parties December 16, 1992, a copy of which is attached hereto (Agreement).

WHEREAS, the Agreement provides that the tipping fee specified in the Agreement may be adjusted periodically for changes in the cost of operation of Hamm's sanitary landfill in an amount agreed upon by the parties; and

WHEREAS the Agreement provides that such rate adjustments will consider tonnage increases or decreases, changes in operating costs, fuel costs, site improvement costs and other factors agreed upon by the parties; and

WHEREAS, the tipping fee specified in Paragraph 12 of the Agreement has not been adjusted since the Agreement was entered December 16, 1992; and

WHEREAS, Hamm has provided the County and City with information regarding the changes in cost of operation of the sanitary landfill over the past eighteen years; and

WHEREAS, Hamm has provided the City and County notice of a requested rate increase in June, 2010 and commenced negotiations with the City and County regarding a rate adjustment pursuant to Paragraph 11 of the Agreement; and

WHEREAS, the base tipping fee rate from December 12, 1992 until the present has been $18.00 per ton of waste;

NOW THEREFORE, as provided in the Agreement, the parties have negotiated and agree to adjust the base tipping fee rate in Paragraph 12 of the Agreement based on changes in the cost of operation.

The Parties hereby amend Paragraph 12 of the Agreement to provide a base tipping fee of $23.35 per ton exclusive of federal, state and local taxes and fees, commencing January 1, 2011.

The Parties further agree to apply a 3.5% increase to the base tipping fee each year. This increase will be effective January 1 of each year, with the first 3.5% increment applied and effective January 1, 2012. The new base tipping fee each year will have the 3.5% increment applied to establish the base tipping fee rate for the next year. After 2015 the parties may review the 3.5% annual adjustment to determine whether adjustment should be made to increase or decrease the 3.5% annual adjustment.

The Parties further agree that they intend to continue discussions regarding operation of recycling/resource recovery programs and facilities as set out in Paragraph 6C of the Agreement and that rates or charges for such programs and services may be set and adjusted according to the procedures set out in Paragraph 11.

The remaining terms of the Agreement shall remain in full force and effect.

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

Attest:

_____ _____

County Clerk Chairman

Approved as to form and legality:

_____

County Counselor

THE CITY OF LAWRENCE

Attest:

_____ _____

City Clerk Mayor

Approved as to form and legality:

_____

City Attorney

N.R. HAMM QUARRY, INC.

_____

President

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of December, 1992, by and between N.R. Hamm Quarry, Inc., of Perry, Kansas, a Kansas Corporation, hereinafter called **CONTRACTOR**; the Board of County Commissioners of the County of Douglas, State of Kansas, hereinafter called **COUNTY**; and the City of Lawrence, Kansas, hereinafter called **CITY**.

WHEREAS, the County has complied with the State of Kansas Solid Waste Management Act of 1970, K.S.A. 65-3401 to K.S.A. 65-3423; and

WHEREAS, in carrying out its responsibilities, any municipality may enter into an agreement for disposal of solid waste which fulfills its responsibilities under Kansas law; and

WHEREAS, N.R. Hamm Quarry, Inc., is the owner of a sanitary landfill for solid waste disposal, said landfill being located in Jeffreson County, Kansas; and

WHEREAS, the N.R. Hamm Quarry, Inc., has a sanitary landfill permit as required by K.S.A. 65-3401(c) and 65-3407(a); and

WHEREAS, the Solid Waste Management Act further requires that every county of the State of Kansas shall provide a sanitary disposal site for its residents as approved by the Kansas State Department of Health and Environment, and further provides that governmental entities may contract for the use of an approved disposal site as permitted by K.S.A. 65-3408; and

WHEREAS, the City of Lawrence which is located in Douglas County, the State of Kansas, is a major generator of solid wastes collected within the County and is authorized to provide for collection and disposal of solid wastes or contract therefore in combination with the County under K.S.A. 65-3410; and

WHEREAS, pursuant to the Solid Waste Management Act passed by the Kansas Legislature, N.R. Hamm Quarry, Inc., Douglas County and the City of Lawrence wish to enter into an agreement that Douglas County and the City of Lawrence may use the facilities of N.R. Hamm Quarry, Inc., Sanitary landfill to fulfill the obligation to provide for the disposal of solid waste;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, **IT IS AGREED BY AND BETWEEN** the parties signatory hereto:

1. TERM. The term of the Agreement shall commence upon January 1, 1993, and run through December 31, 1993, and shall continue thereafter under the same terms and for like periods of time, unless terminated as provided herein.

2. **TERMINATION.**

This Agreement may be terminated by any party by giving notice in writing as prescribed in this Agreement at least six (6) months in advance of December 31, 1993 or with six (6) months written notice at any time after December 31, 1993.

3. **JURISDICTION AND OPERATION.** The Contractor shall have and retain the exclusive jurisdiction and control over the operation of said sanitary landfill, subject to the terms and conditions of this agreement, the laws of the State of Kansas and the regulations of the Kansas State Department of Health and Environment, or its successor; and the Contractor shall make all reasonable efforts to fully comply with such agreement, laws and regulations.

In the event the Contractor's authority to operate said sanitary landfill shall be canceled or rescinded by a proper and lawful authority of the State of Kansas, or any political subdivision thereof, notwithstanding that the Contractor has made all reasonable efforts to operate said sanitary landfill in strict accordance with the aforesaid laws and regulations, this agreement shall automatically be terminated and neither the County nor City shall have or make a claim for damages against the Contractor by reason of such cancellation or rescission. However, should the Contractor's authority to operate said landfill be so rescinded or canceled by reason of the contractor's failure to make all reasonable efforts to fully comply with said laws or regulations, then in that event, the County or City shall have and retain all claims and rights of action against the Contractor as permitted by law.

4. **OPERATION COSTS AND FINANCING.** The Contractor shall be responsible for all costs incurred in the operation of said sanitary landfill on its site and the residents, municipalities, and commercial haulers of Douglas County shall pay a gate fee as determined by the signatory parties hereto under the herein contained fee schedule. The billing for each user shall be directly between the user and the Contractor. It is agreed that the Contractor shall arrange for billing procedures for municipalities. Extension of credit shall be at the discretion of Contractor. Contractor agrees that if so directed by the County, for the purpose of paying for public access road improvements, maintenance and repair of same, and litter control, Contractor shall collect from all users of the landfill surcharges at a rate specified by the County. The Contractor shall account to the County for all surcharges collected and make reimbursements monthly to the County of surcharges collected.

5. **USE OF LANDFILL AND COMPLIANCE WITH THE LAW.** A. The City of Lawrence or its assigns agrees to use the landfill for disposal of all solid waste as defined in K.S.A. 65-3402(a) or its subsequent amendments not recycled or composted during the term of this agreement.

B. The parties to this agreement agree to comply with all applicable laws, ordinances, and regulations set out by municipal, county, state, or federal agencies. Haulers from the County who repeat any violation of applicable laws and/or landfill rules are subject to revocation of the privileges under this Agreement and County and/or Contractor may refuse to allow the hauler violating such laws or landfill rules to deliver solid waste to the N.R. Hamm Quarry, Inc.

6. INSPECTION RIGHTS, HOUSEHOLD HAZARDOUS WASTE PROGRAM CONTRIBUTION, RESOURCE RECOVERY AND LITTER CONTROL.

A. County and City representatives shall be permitted to make periodic visits to the landfill to observe operating methods and environmental conditions upon notice to the contractor. If requested by the County or City, N.R. Hamm Quarry, Inc. shall provide to the County of City any test results conducted under requirements of the law.

B. Contractor agrees to contribute $10,000.00 to the City's Household Hazardous Waste Program in two $5000.00 payments, the first on June 30, 1993 and the second on December 31, 1993.

C. It is the intent of the parties to continue discussions regarding operation of recycling/resource recovery programs and facilities. It is understood that should recycling/resource recovery programs or plans be implemented or mandated in future years, any contract negotiated or bid shall be done in accordance with the requirements of state law.

D. The City agrees to cooperate with the County and Contractor in providing litter control along U.S. Highway 24 between the lanfill and the City of Lawrence.

7. NOTICE TO KANSAS STATE DEPARTMENT OF HEALTH AND ENVIRONMENT. It is understood and agreed that this agreement is intended to be in compliance with the requirements of Solid Waste Management Act (K.S.A. 65-3401 through 65-3423) of the State of Kansas for solid waste disposal and that a copy of this Agreement will be filed with the Kansas State Department of Health and Environment, and it is further agreed that if this Agreement is terminated, a copy of the notice of said termination shall be forwarded to the Division of Environment, Kansas State Department of Health and Environment.

8. ACCEPTANCE OF MATERIALS FOR DISPOSAL. The Contractor agrees to accept all materials for disposal authorized by state law or regulations for disposal in Contractor's landfill.

9. TEMPORARY INTERRUPTION OF LANDFILL SERVICE. The Contractor shall not be liable for temporary interruption of landfill service due to unforeseen circumstances or acts of God provided that all reasonable efforts to resume operation at the earliest practical time are pursued.

10. **RECORDATION**. This Agreement shall be filed with the Secretary of State of Kansas and the Register of Deeds of Douglas County, Kansas.

11. **CHANGE IN COST OF DOING BUSINESS**. The tipping fee as specified in Section 13 of this Agreement may be adjusted periodically for changes in the cost of operation in an amount agreed upon by the parties signatory hereto. Contractor, City and County agree that rate adjustments will consider tonnage increases or decreases, changes in operating costs, fuel costs, site improvement costs, and other factors agreed upon by the parties. Contractor agrees to document costs of landfill operations and required site improvements for City and County review in negotiation of proposed fee changes. Fees shall also be subject to adjustment for catastrophic or unforeseen events, including but not limited to, changes to laws or regulations governing landfill operations. Contractor shall provide County and City six (6) months notice when requesting a rate adjustment based on changes in the cost of operation or due to changes in laws, or regulations governing landfill operations. Rate adjustments shall be negotiated during said six month period and implemented six months from the date of notice of the requested rate adjustment. In the event the parties cannot reach agreement on a rate adjustment within the six (6) month period, the parties shall submit the matter to a mutually agreed upon independent party for resolution and settlement of the rate. Expenses and fees incurred in the independent settling of the rate, not including attorney fees, shall be paid one-half by the Contractor and one-half by the City and County. Any attorney fees shall be paid by the respective parties engaging such services. In the event the parties cannot agree on an independent party within 30 days following the six (6) month period, the parties agree to follow and be bound by the provisions of the Kansas Arbitration Act, K.S.A. 5-401 et. seq.

12. **FEE SCHEDULE**.

A. The rate for any vehicle using the landfill shall be a maximum of $18.00 per ton of waste with a minimum charge of $7.00 for loads of lesser weight. The rate for disposal of liquid waste shall be $46.00 per ton. The rate for disposal of medical waste shall be $.05 per pound. Concrete, bulky furniture, items of excessive size or weight, or other bulky items including but not limited to logs, trees and lumber shall be two times the first above state fee schedule, provided, however, that the City and County shall not be charged extra for the deposit of such materials at the landfill. In addition to the rates established herein, the Contractor may charge an additional fee equal to the amount of all new state and federal fees, not taxes, established on or after January 1, 1993.

B. It is also agreed that the Contractor may, with written approval of the County and City, set charges for specific commercial, construction, or industrial wastes delivered to the landfill when, in the judgement of the contractor, these materials

constitute extraordinary consumption of space at the landfill or require other special accommodations due to the nature of the solid waste.

13. **HOURS OF OPERATION.** The Contractor shall, with the approval of the parties of this Agreement, determine the hours of operations; provided, however the Contractor shall not be required to be open in excess of forty-eight (48) hours in a seven (7) day period, except in time of emergency or disaster. On or before October 1 of each year City agrees to provide to Contractor a holiday schedule for the following calendar year.

14. **VEHICULAR TRAFFIC.** The Contractor shall make arrangements and be responsible for providing and maintaining a safe and efficient roadway within the landfill site for internal traffic movements between the limits of the public right-of-way and the unloading site with particular attention paid to the handling characteristics of solid waste packer trucks on icy roads and unstable surfaces.

15. **INSURANCE.** Contractor agrees to maintain in full force and effect a general liability insurance policy. The general liability insurance policy shall provide coverage in an amount not less than $1,000,000 per occurrence and an aggregate of $1,000,000/year. Contractor shall provide proof of insurance immediately upon the request of any party hereto.

16. **ASSIGNMENT.** This Agreement may not be assigned without the consent of all the parties signatory hereto, which shall not be unreasonably withheld.

17. **BINDING EFFECT.** This Agreement shall be binding upon the parties and their successors and assigns.

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, Douglas County, Contractor and the City of Lawrence, Kansas have executed this agreement as of the day and year first above written.

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

Attest:

~~Patty Jaimes~~
County Clerk

Mark A. Buhler, Chairman

Approved as to form and legality:

Robert W. Fairchild
County Counselor

Attest:

Raymond J. Hummert
City Clerk

Approved as to form and legality:

Gerald Cooley
City Attorney

THE CITY OF LAWRENCE

Robert Schulte, Mayor

N. R. HAMM QUARRY, INC.

Rod Hamm, President

Hamm Sanitary Landfill

City of Lawrence – Douglas County Agreement

Contract Discussion

July 13, 2010

Background - General

Shared History

- Mutually beneficial relationship – Independent Landfill
- Over 25 Years of Service
- Site Environmental Attributes – Low Environmental Liability
- Site Capacity – Long Life Expectancy
- Location / Proximity to Lawrence / Douglas County

Pricing

- Current & Historic Pricing: $19.15 ton
- Pricing as been flat for over 17 years since 1993
- This pricing has saved Lawrence & Douglas County millions over self operated landfill or transfer station

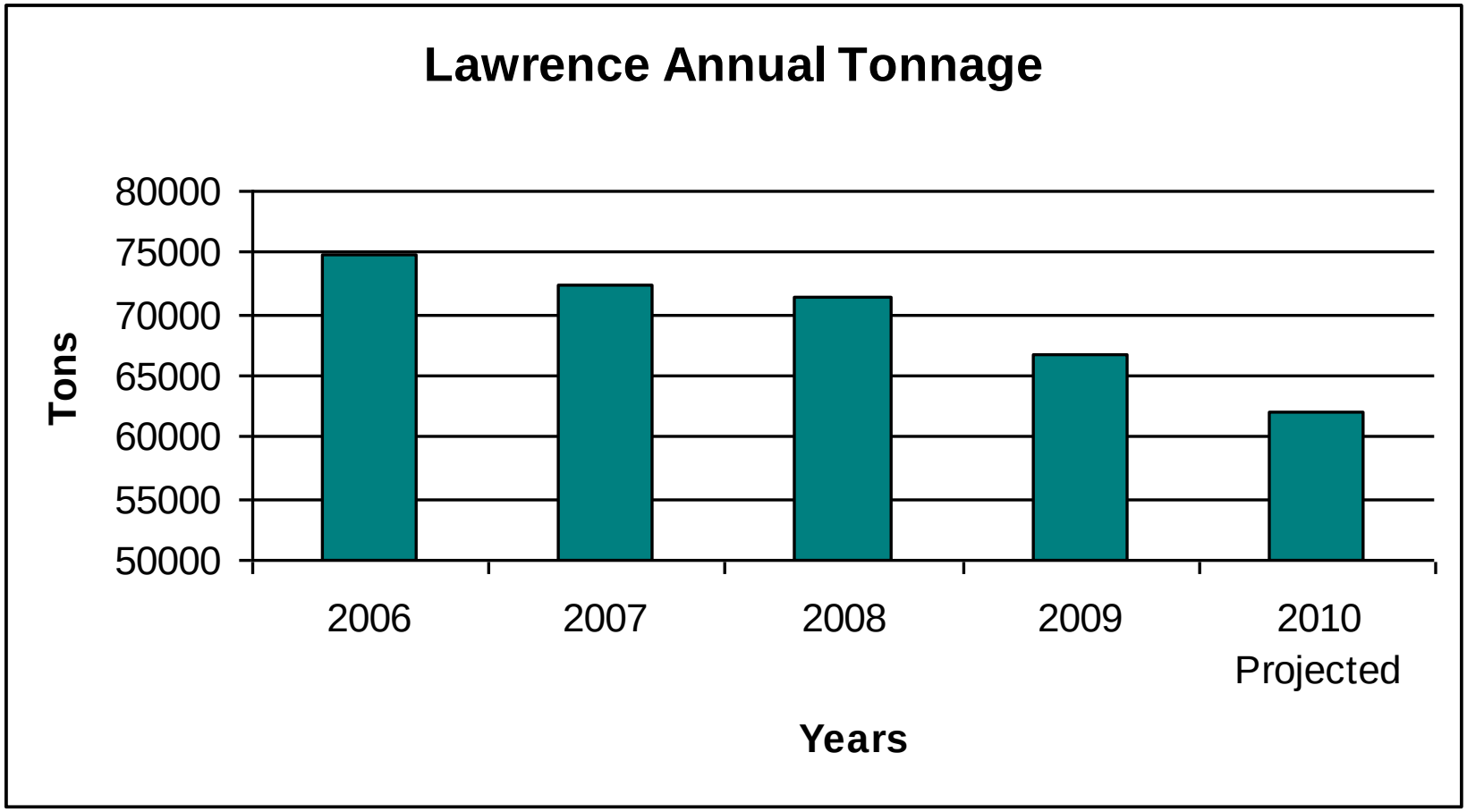
Contract Status

- 1992 Agreement - Lawrence-Douglas-Hamm
- Section 11 allowing for negotiation – On pricing
- Section 6(c) allows for negotiation – Regarding recycling
- Agreement is in accordance with State of Kansas Solid Waste Management Act

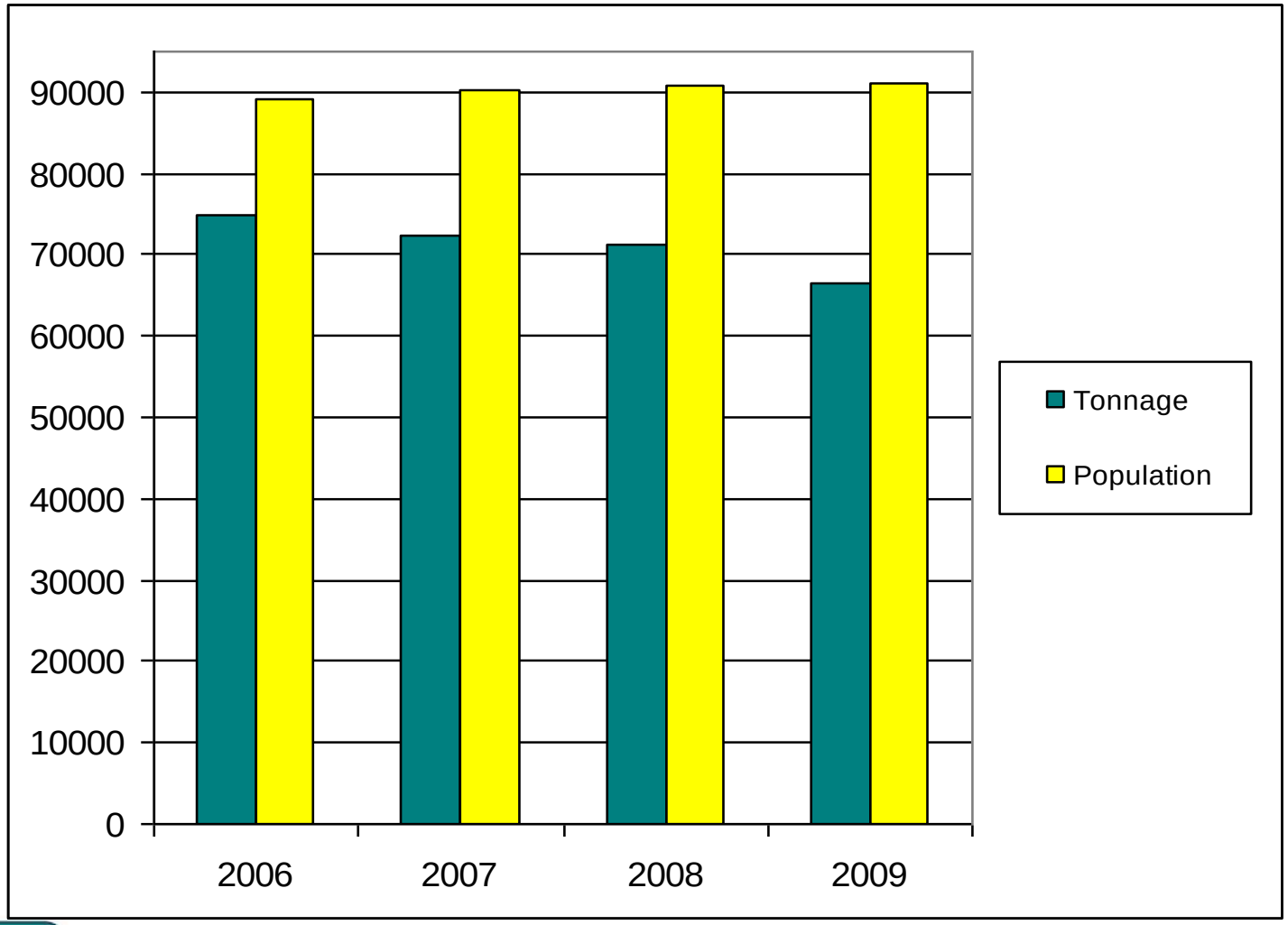
Agreement / Section 11

- Tonnage Increase / Decrease
- Changes in Operating Costs
- Site Improvement Costs
- Fuel Costs
- Other Factors Agreed to by Parties

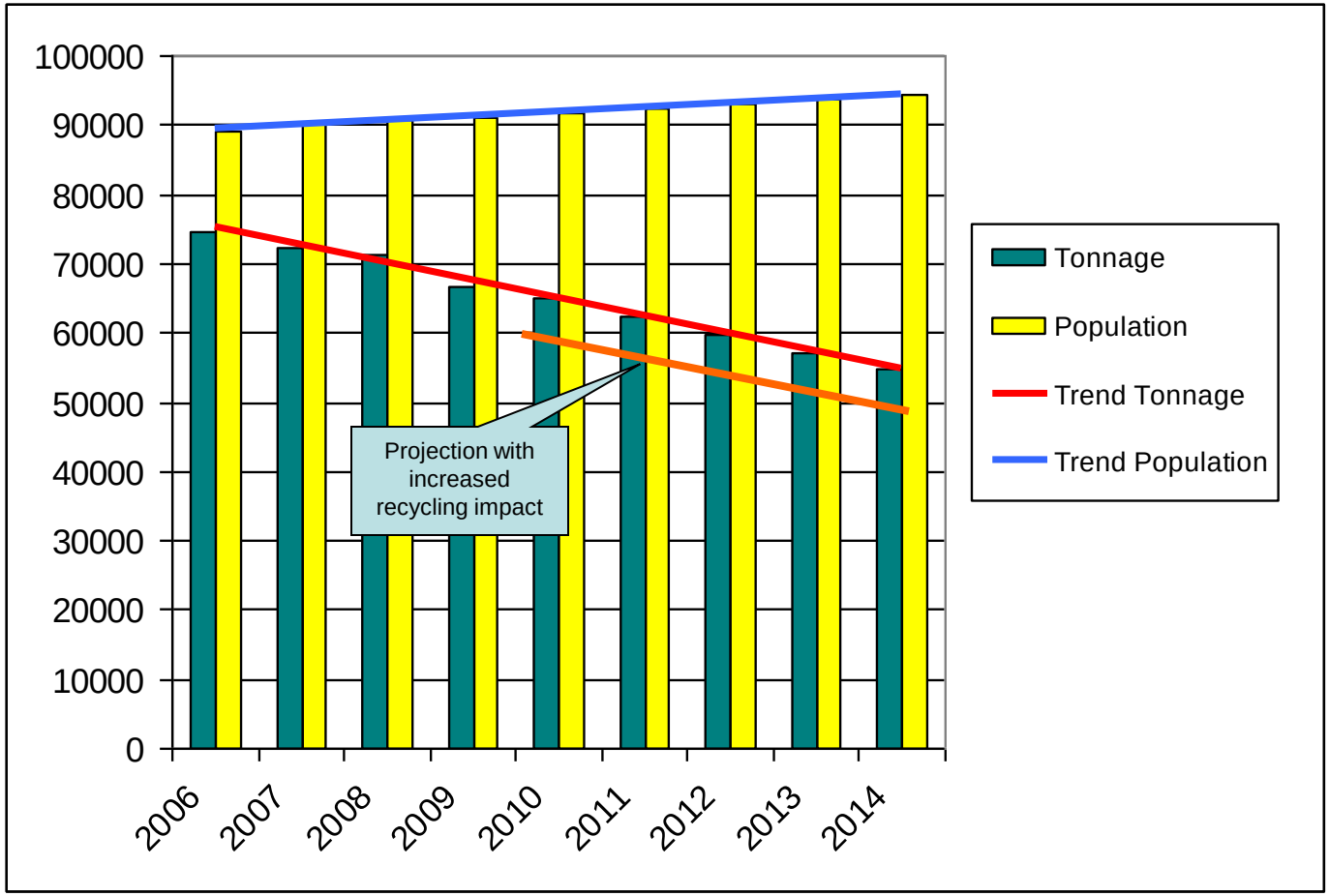
Lawrence Annual Tonnage



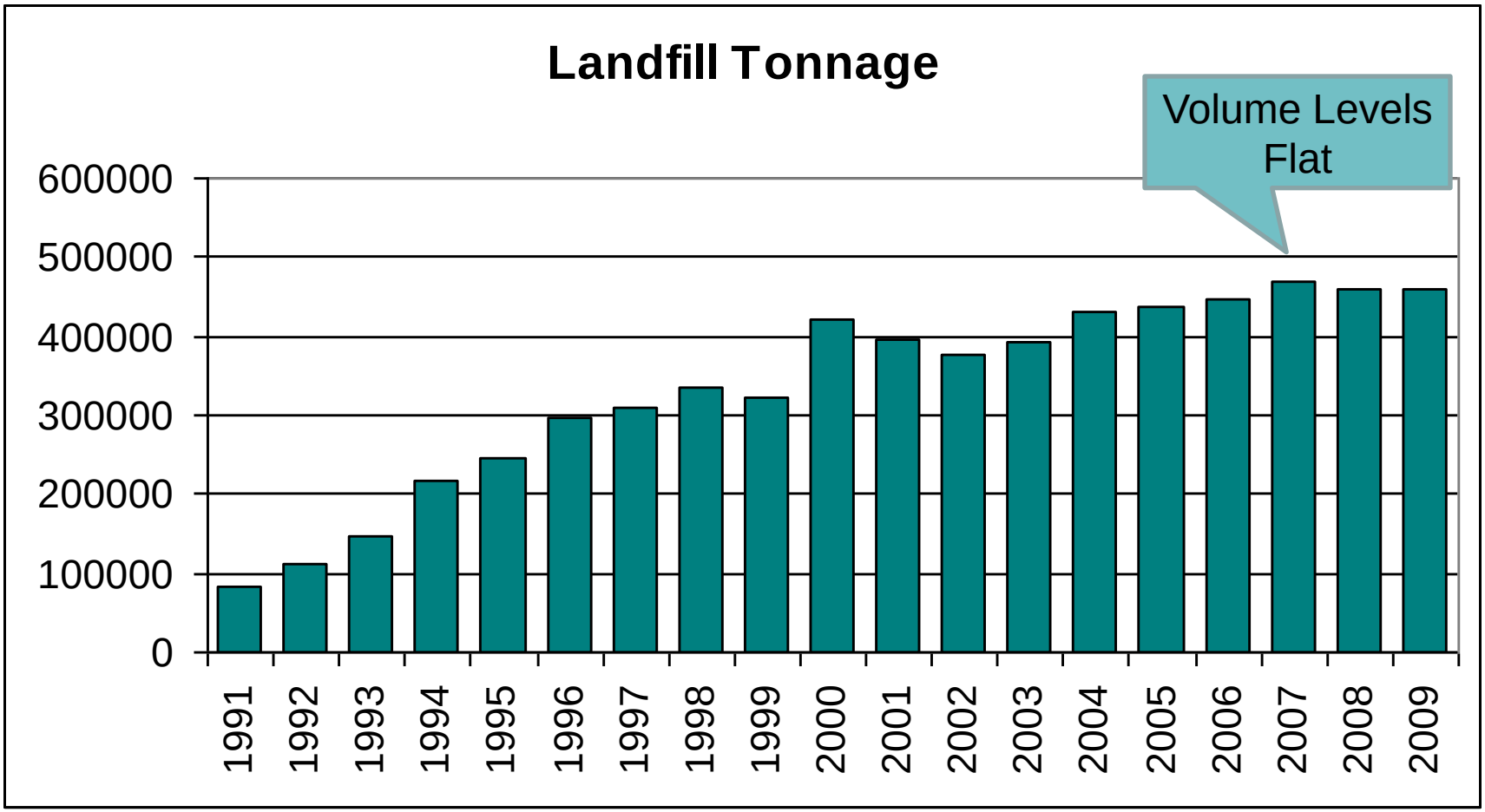
Population vs. Tons Disposed



Population vs. Tons Projection



Total Landfill Tonnage - Region



Changes in Operating Costs

- Rolling Stock Capital Expense
- Rolling Stock Operating Expense
- Employment/Benefit Expense
- Diesel Fuel Expenses

HAMM

Site Improvement Costs

- Engineering
- Compliance
- Landfill Construction Inputs
- Landfill Closure/Post-Closure Costs

HAMM

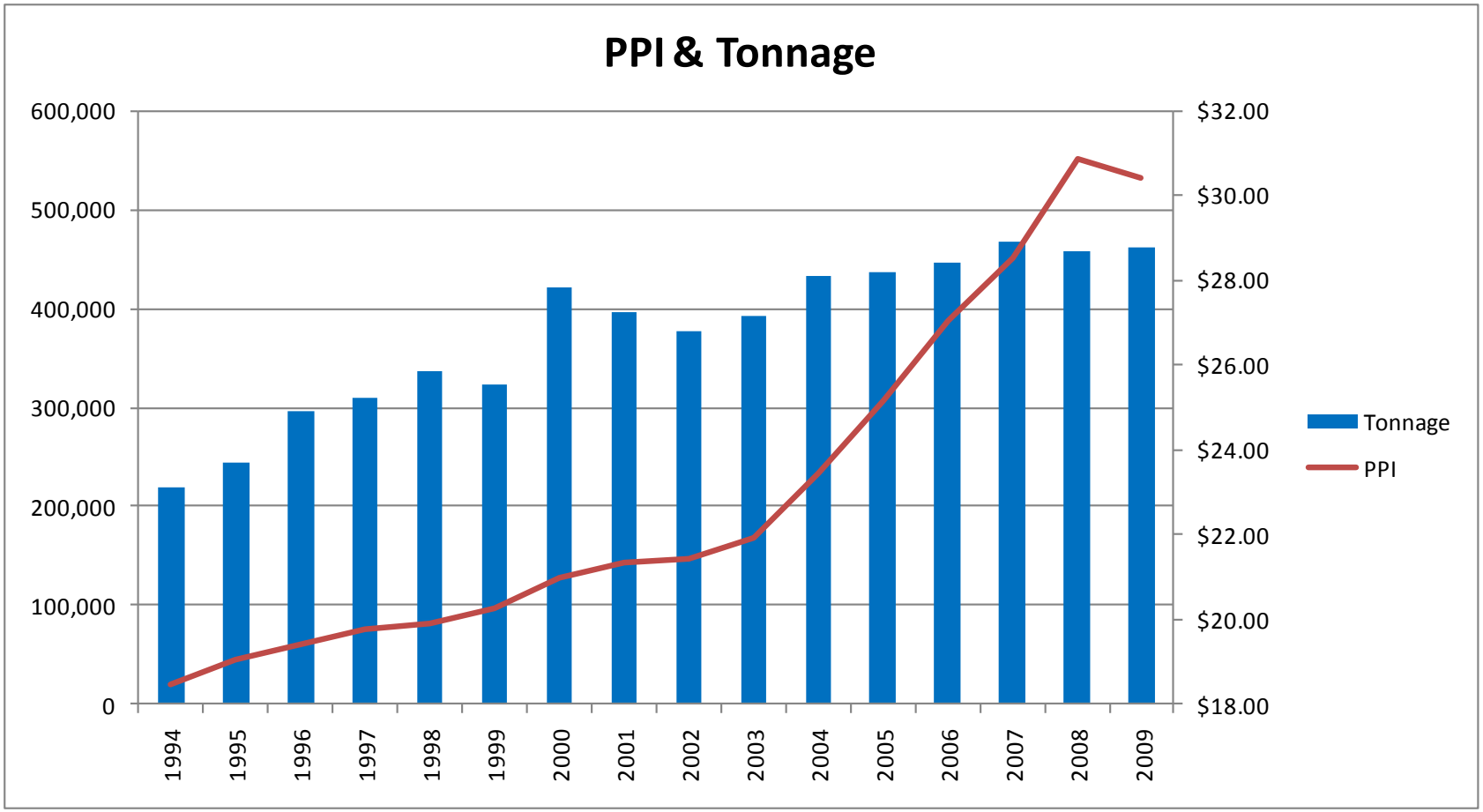
Examples of Cost Escalation

	2000	2010	% Change
Backhoe/Loader	$ 81,000.00	$ 137,000.00	69%
Kenworth	$ 85,000.00	$ 120,000.00	41%
Compactor 836	$ 497,000.00	$ 895,000.00	80%
Haul Truck	$ 345,000.00	$ 539,000.00	56%
Dozer D-7	$ 331,000.00	$ 560,000.00	69%
Excavator 375	$ 625,000.00	$ 985,000.00	58%
2 Tire Examples			
On Road	$ 250.00	$ 350.00	40%
Off Road	$ 2,900.00	$ 5,500.00	90%
930 Loader	$ 114,000.00	$ 189,000.00	66%
Health Insurance	$ 370.00	$ 935.00	153%
Cell Liner	$ 0.30	$ 0.45	50%
Liner System CQA	$ 15,000.00	$ 65,000.00	333%
Diesel Fuel (gal.)	$ 1.42	$ 3.09	118%

HAMM

N.B. Cost baseline is year 2000

PPI & Tonnage


PPI & Tonnage
600,000
500,000
400,000
300,000
200,000
100,000
0
$32.00
$30.00
$28.00
$26.00
$24.00
$22.00
$20.00
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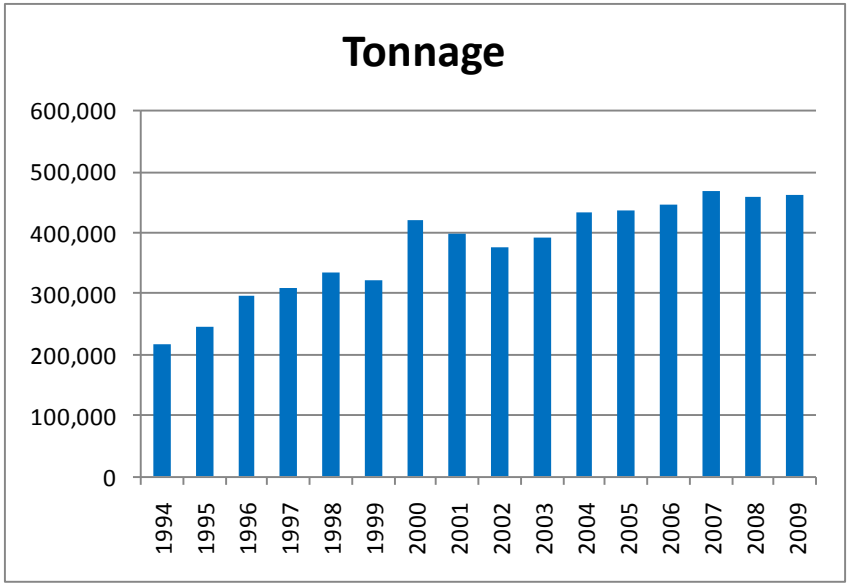
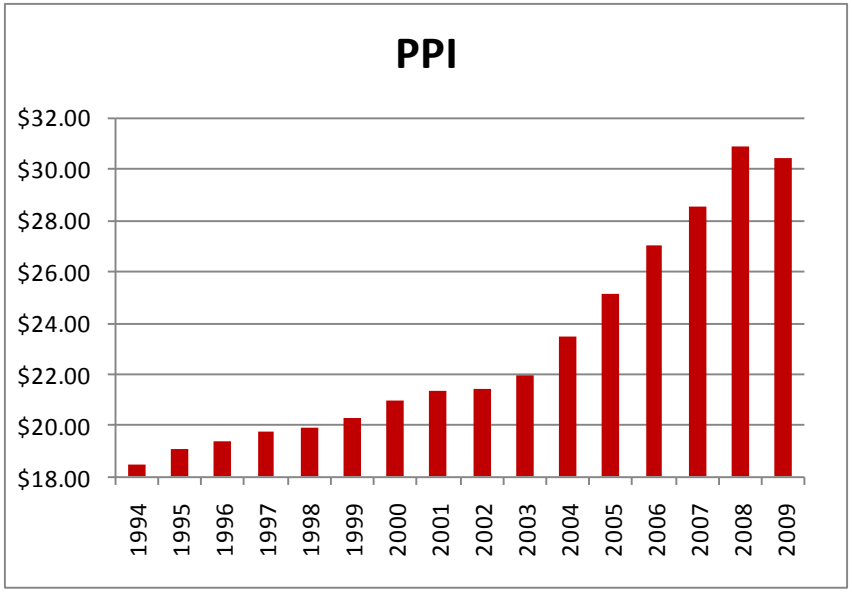
PPI

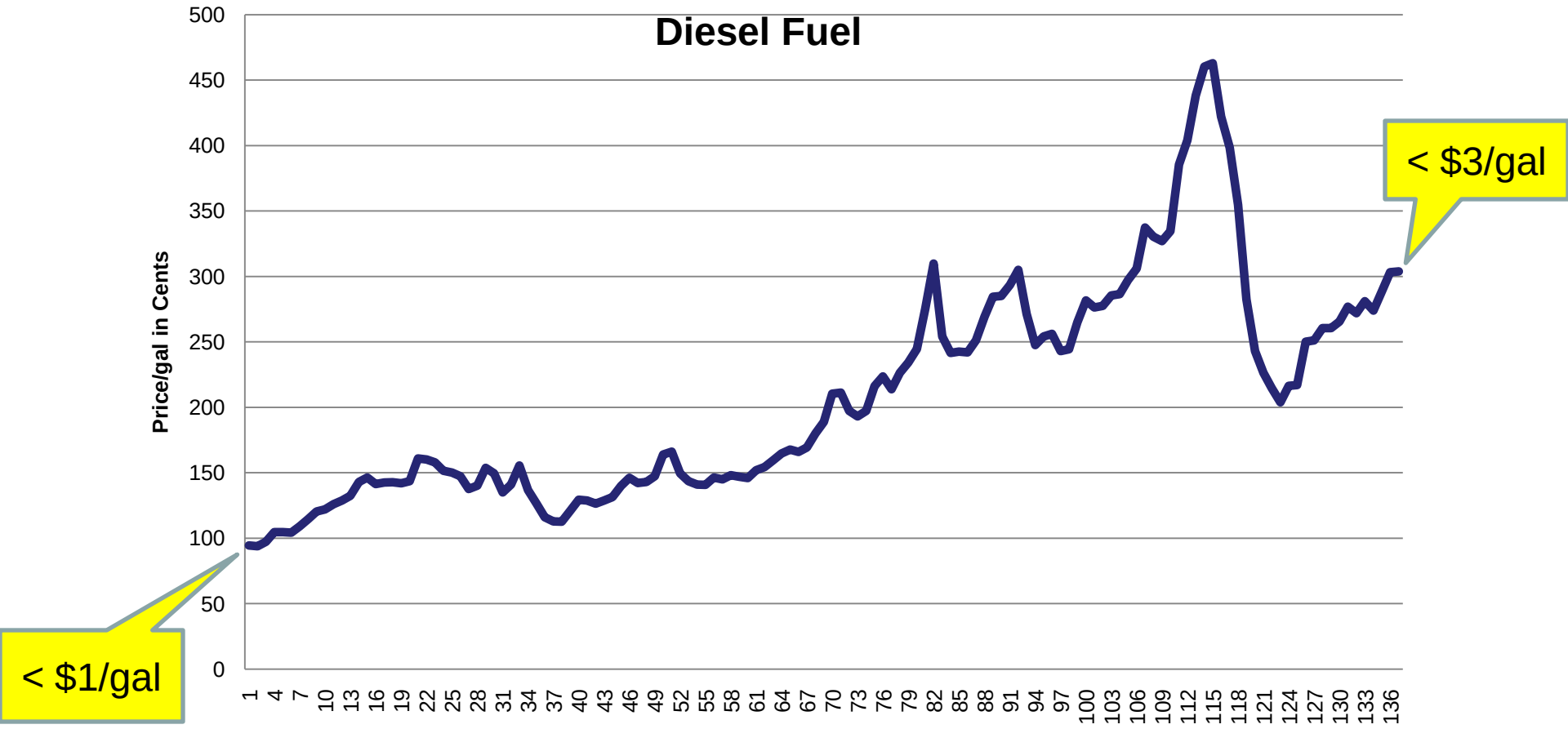
PPI & Tonnage





HAMM

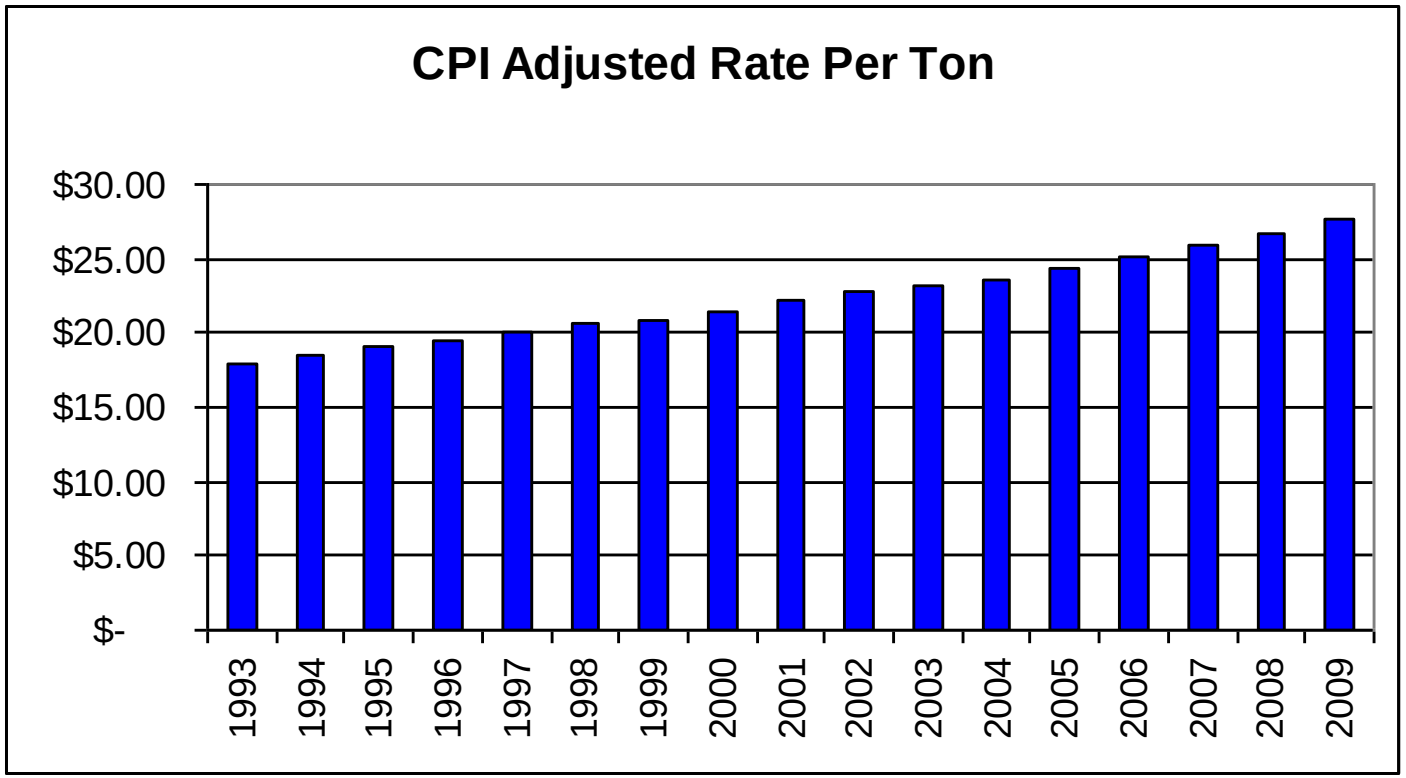
Fuel Costs



Monthly Fuel Price / Gal., 1999-2010

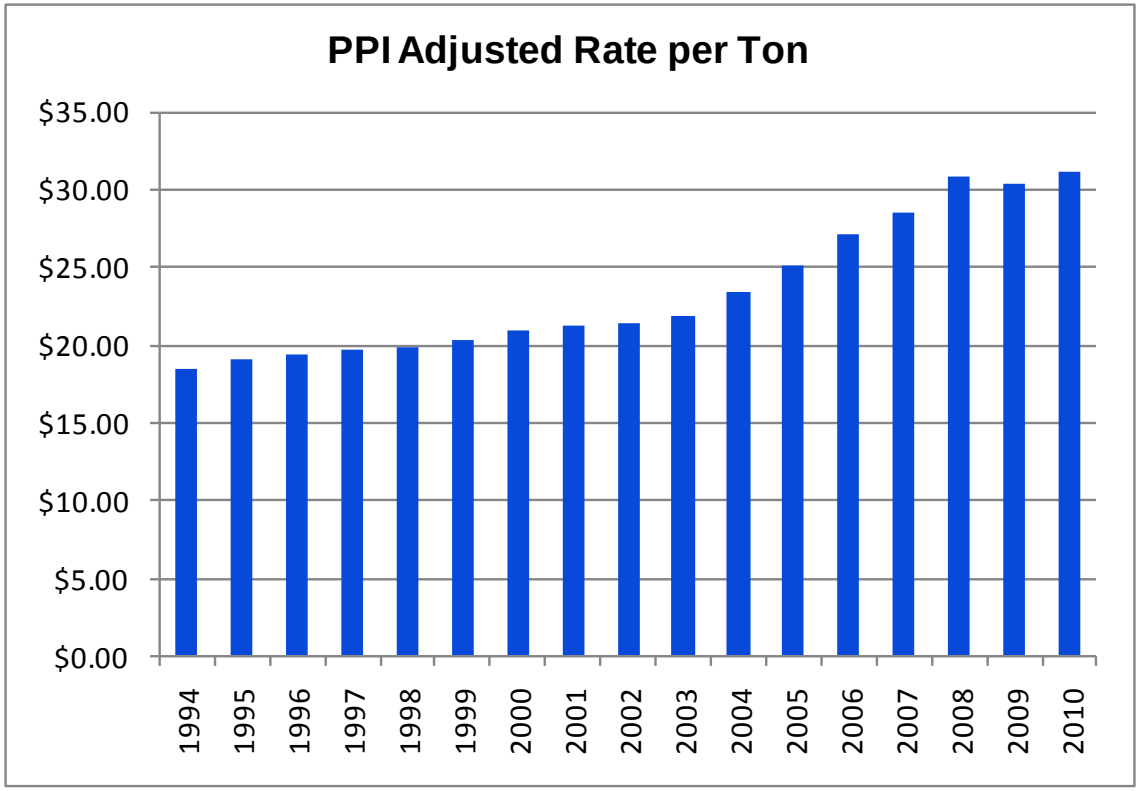
HAMM

Cost of Living Adjustment (COLA) Comparison CPI



- **Actual CPI Adjusted Price/ton (2010): $27.53 Base + $1.15 tax = $28.68**

Cost of Living Adjustment (COLA) Comparison- PPI



- Composite PPI generates a 2010 price of $31.13 / ton + $1.15 tax = $32.28/ton

HAMM

Landfill Fee Analogues

	Price/ton
• Shawnee County, KS	$32.00
• Abilene	$40.00
• Manhattan	$34.50
• Emporia	$28.70
• Olathe	$31.17
• Columbia, Missouri	$32.50/ton
• Ames, Iowa	$52.75 ton + $10/hh assessment

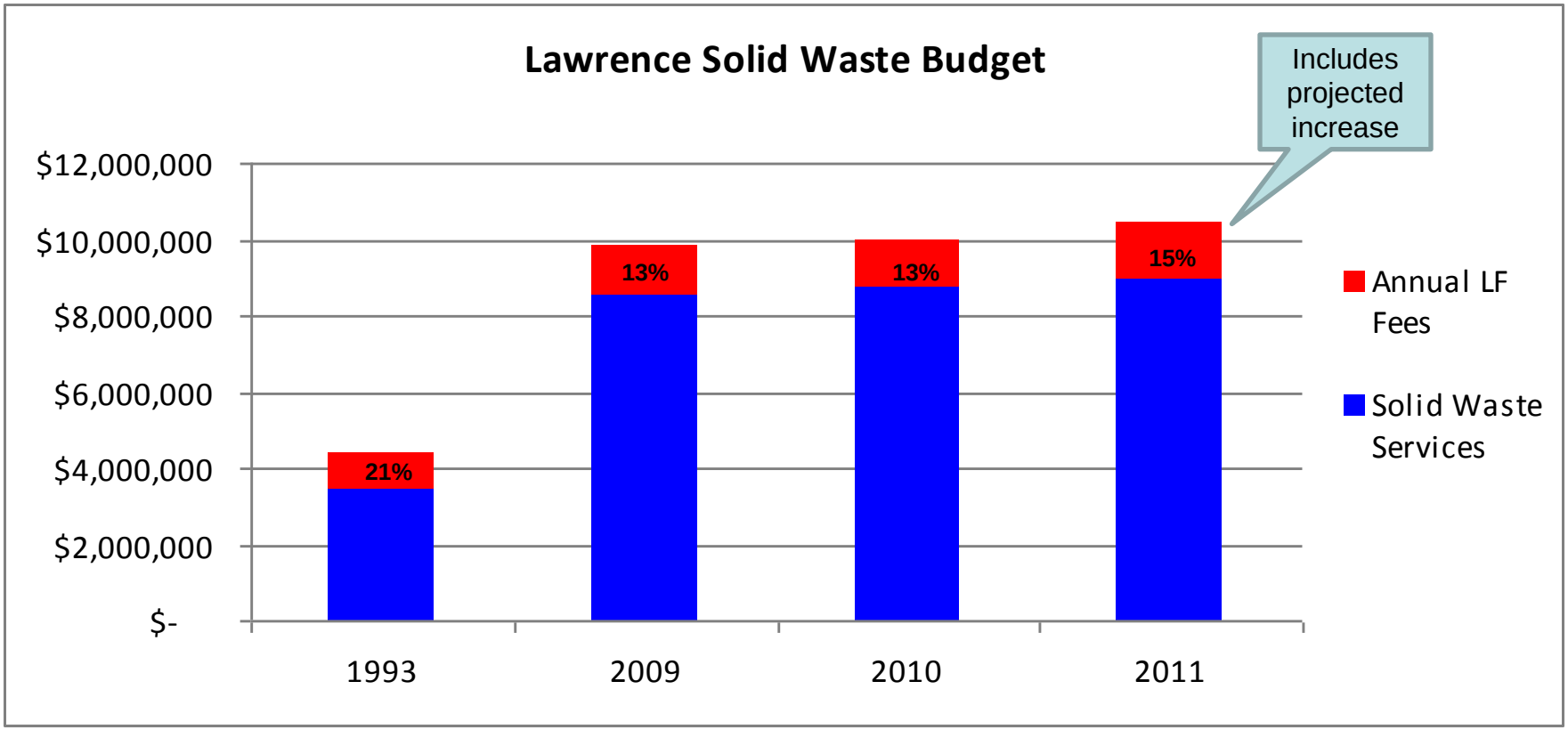
2011 Price Per Ton

CPI and PPI adjusted rate: $29 – $32 per ton

2011 Price:	$23.35	Base Rate
	$1.15	Taxes
	$24.50	Total Rate

3.5% COLA -applied to base rate 2012 forward.

Budget: Disposal Component



Note: Net annual increase is approximately $350,000, which is 3.5% increase on $10 million Solid Waste Services budget.

Residential Rate Modeling

Residential Rate Breakdown:

+ Residential Waste Collection
+ Green Waste Collection
+ Cart Maintenance
+ Recycling
+ Composting
+ Household Hazardous Waste
+ Closed City Landfill Monitoring/Maintenance
+ Customer Service/Billing
+ Solid Waste Maintenance Facility Operations
+ Solid Waste Administration and Overhead
+ City Administration and Overhead

+ Landfill/Transfer Station Disposal

= Total Rate

Future Discussions

Sustainability –

- Reduced carbon footprint
- Landfill Gas Collection System

Future Discussions

Sustainability –

Curbside recycling – Materials Recycling Facility

Conclusion

- Over 25 Years of Service with Excellent Value
- Low Environmental Liability
- Long Life Expectancy
- Location / Proximity to Lawrence / Douglas County

END

HAMM

PLANNING COMMISSION REPORT
Regular Agenda

PC Staff Report
11/15/2010

ITEM NO. 4 CONDITIONAL USE PERMIT; 1879 E 1700 RD (SLD)

CUP-9-3-10: Consider a Conditional Use Permit for a wedding venue for Shoshanna's Garden, located at 1879 East 1700 Road. Section 16, Township 12 Range 20 Submitted by Susan Rendall, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of a Conditional Use Permit for outdoor events subject to the following conditions:

1) The provision of a revised site plan with the following changes and notes:
   a) "Chemical or compost toilets may be used only if approved by the County Health Official."
   b) "The applicant is responsible for dust control dependant on a complaint basis and to be coordinated with the County Public Works Department prior to events."
   c) "Maximum number of events limited to not more than 3 events in one week period."
   d) "Tents used for events shall be erected no more than 24 hours in advance of an event and shall be removed within 24 hours concluding an event."
   e) "Applicant shall provide a lighting plan per staff approval if lighting is be used for events. Lighting shall be low to the ground, shielded and directed downward."

Reason for Request: *"Have developed an extensive garden and wish to use it as a wedding venue for a fee"*

KEY POINTS

- Existing Residence
- Proposed use is limited to weddings only, no reception events proposed.
- Events typically anticipated being 2-4 hours duration exclusive of set up and cleaning up.
- Trash expected to consist of used decorations and will be disposed of with residential service. No food preparation or food/beverage services are proposed with this use.

ATTACHMENTS

- Site Plan
- Area Map

GOLDEN FACTORS TO CONSIDER

ZONING AND USES OF PROPERTY NEARBY

- The subject property is located in the northeast portion of Douglas County.
- Agricultural zoning and related land uses surround subject property.

CHARACTER OF THE AREA

- The property is located along the eastern County boundary of the Douglas/Leavenworth Counties.

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

RESTRICTED

- The current zoning designation for the property is A (Agricultural) District, a district in which many different agriculture-related uses are allowed. Recreation facilities are allowed in the A District with approval of a Conditional Use Permit.
- The proposed request will not alter the underlying zoning district.

ASSOCIATED CASES/OTHER ACTION REQUIRED

- Approval by Board of County Commissioners.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- Sally McGee requested additional information about the proposed use.

GENERAL INFORMATION

Current Zoning and Land Use:	A (Agricultural); developed property with residence.
Surrounding Zoning and Land Use:	A (County Agricultural District) in all directions. Agricultural uses, rural residences, and agricultural areas. RR-5 Rural Residential (5 ac) Leavenworth County. http://www.leavenworthcounty.org/pz/documents/Regulations/2006%20Adopted%20Regulations%20updated%20as%20of%205-11-2010.pdf

Site Summary: Subject Property: Proposed Buildings:	 4.728 acres Tent to be used for ceremonies. 10’ by 15’ building to provide restroom, storage and dressing room space.
Off Street Parking Required: Off Street Parking Provided:	Standard: 1 space per 5 attendees, Section 12-316-1 requirement for *place of assembly.* 30 spaces required for maximum seating of 150 people. 40 parking spaces provided along existing driveway.

Summary of Request

The request is for a conditional use permit to allow for or accommodate public gatherings primarily for weddings. The application indicates that the use of the property is primarily for wedding ceremonies and does not include or intended to be used for receptions. The distinction being that receptions are typically longer in duration, include catering needs that would have a higher demand for restroom facilities, running water, and trash disposal.

- Events will not begin after sunset. This would accommodate evening use but would be limited by available light around the site.
- Use of the garden is expected to be seasonal between April 1 and November 30.
- A maximum total of 3 events per calendar week are anticipated.
- Proposed tent to provide shelter if needed for inclement weather.
- Proposed 10’ by 15’ building to provide restroom, storage and changing room for guests.

- Restroom intended to provide single occupancy and would not include a septic tank and lateral field nor be connected to the existing residential system.
- Toilet proposed as a chemical, composting, or incinerator system per County Health Department Approval.
- Other activities considered for this site include photographic sessions such as “senior pictures”, garden tours, and similar gatherings.

I. ZONING AND USES OF PROPERTY NEARBY

Staff Finding – This property is located along the Douglas/Leavenworth County line. The surrounding zone is agricultural within Douglas County and Rural Residential within Leavenworth County. The property is developed with an existing single-family home. Rural residential homes are located along E 1700 Road.

II. CHARACTER OF THE AREA

This property is located within an agricultural are of Douglas County. Several smaller parcels are located along the county road for residential purposes.

Staff Finding – This is an agricultural area which includes rural residences on 5-10 acre parcels located along the county roads and agricultural areas.

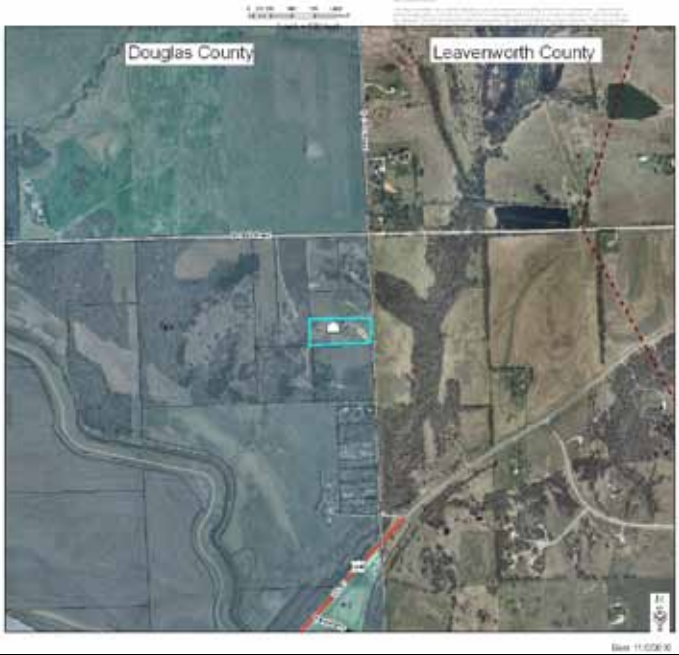


Figure 1. Zoning and land use in surrounding area. Gray-toned area is A (Agricultural), the brown-toned area is Leavenworth County RR-5 (Rural Residential)

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

Applicant’s response:
“Good.”

A Conditional Use Permit (CUP) does not change the base, underlying zoning. Therefore, the suitability of the property for continued residential use will not be altered.

The 4.73 acre property is developed with a single-family home and extensive garden. The request is to allow the following accessory recreational uses in conjunction with the existing residence: Outdoor events, such as weddings with this CUP. Additional events such as garden tours and photographic sessions could be considered as exempt as agricultural activities or as a type of home occupation if properly registered. The approval of the CUP will also cover these events.

The applicant proposes to construct a 10' by 15' storage building that will also accommodate a single occupancy restroom. The restroom would be located within the structure so that a portable toilet would not be used for the event. Approval by the County Health Department is required as well as applicable building permits for the structure. As noted in the summary above the toilet facility is intended to be a composting, chemical, or incinerating convenience. The structure size is intended to provide the restroom as well as storage space for the tent and chairs. When the tent and chairs are in use, the storage space could be used as a changing room for guests if needed.

The applicant also intends the construction of a deer fence around the garden to protect it from foraging animals. The fence is shown on the site plan and will be designed with the west end able to fold open for an unrestricted view of the prairie to the west during events. The fence is planned for the site regardless of the approval of the CUP.

Staff Finding – The property is suitable for the uses to which it has been restricted and for the special event venue being proposed.

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

Staff Finding – The subject property is developed with a single-family house and garden. The County Zoning was adopted in 1966, this property has been zoned "A (Agricultural)" since that adoption.

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

Applicant's Response:
"No serious issues. May increase traffic on road."

Section 19-01 of the County Zoning Regulations recognize that "*certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district…when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited."* The proposed use falls under Use 11. Recreation Facility use listed in Section 12-319-4.11 Conditional Uses Enumerated, of the Zoning Regulations for the Unincorporated Territory of Douglas County.

Approval of the CUP will allow the applicant to host outdoor events such as weddings. Outdoor events could be planned that are not associated with a wedding such as garden tours, photography settings.

Several steps could be taken to reduce the negative impact to those traveling or living along this route including, notification of residents and property owners when an outdoor event, such as a wedding, is planned, restrictions on times for events, and/or size limitations for these events to manage the number of cars travelling on the route.

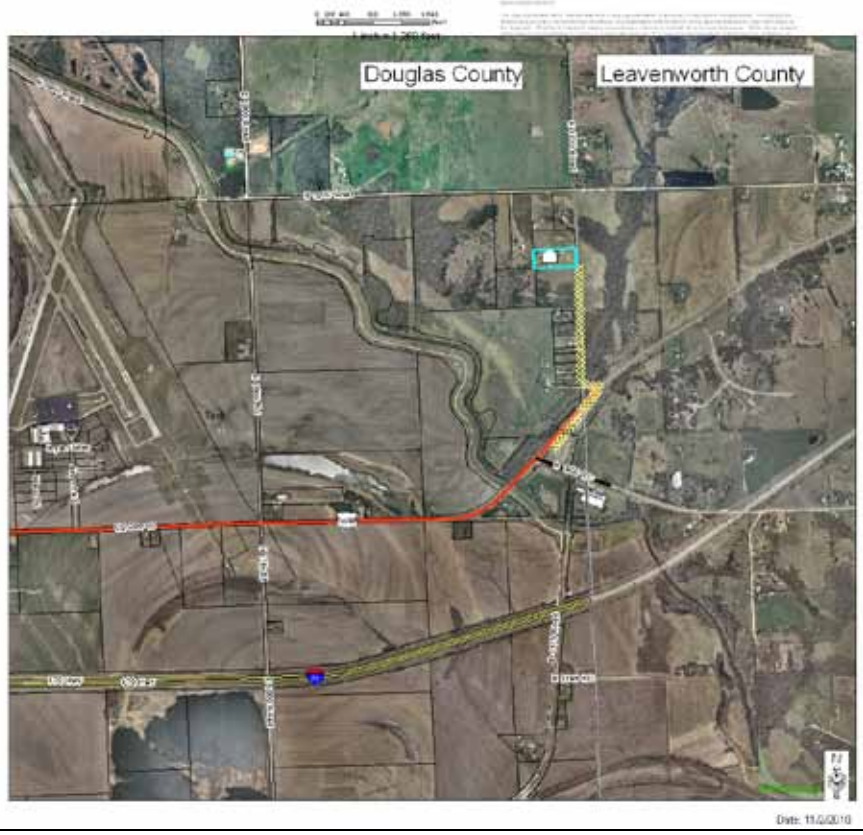


Figure 2. Anticipated route to the property (in yellow)

Improvements:
The purpose of this request is to provide a venue for weddings in a natural setting. Improvements to the site are minimal. The applicant will provide a tent up to 40' by 40' for inclement weather as needed and proposes a garden shed type structure to conceal the restroom and provide necessary storage for the tent and chairs. A fence is also proposed to protect the garden from deer. The fence will be designed to fold open to allow an unobstructed view of the prairie during a wedding or other such event.

The addition of a storage shed and fence could be made to the site without the approval of the conditional use permit. As such there is no inherent harm to adjacent properties by the addition of these improvements.

Screening: The general layout of the proposed activity area is confined to the garden area of the site. This does not preclude the full use of the property. The activity area will be buffered from nearby homes to the north by the existing garden and residence. The property is open to the west and south with scattered trees. Proposed activity would generally be located 200' from the west property line and over 400' from the residence to the west.

Landscape screening with evergreen species could be installed along the west and south property lines to provide an additional buffer.

Hours of operation: This facility does not include a reception hall. Events are expected to be of a shorter duration compared to a facility that offers both a setting for the ceremony as well as reception facilities or options. The use of the property is seasonal and intended to be used during natural daylight hours. Typical duration of events is estimated at 2-4 hours. This does not include any setup or clean up time associated with a particular event.

Lighting:
No additional outdoor lighting is proposed for this use. Events are not intended to begin after full sunset. This should not be interpreted to mean that they may not extend into a period after sunset. For example, a "candle light" ceremony could begin at sunset and extend for an additional time. Artificial lighting may be needed to allow guests to walk safely through the garden to the parking area. Pedestrian lighting could be provided in this case on a temporary basis. Generally any such lighting should be low to the ground, shielded and directed downward to avoid glare or light spill to the surrounding properties. This concern is reflected as a condition of approval.

Traffic: The applicant's proposed limitation on the number of events and hours should minimize negative impacts associated with traffic. County staff indicated during the review that the applicant should be responsible for dust control on E 1700 Road in front of other residences. This comment was forwarded to the applicant during the review. The applicant stated that such a condition could be cost prohibitive for the proposed use.

As a compromise staff suggests that the applicant be responsible for dust control dependant on a complaint basis. If complaints are received then the applicant shall provide for dust control measures to the approval of the Township and County Road Departments prior to additional events.

Staff Finding – Possible negative impacts to nearby properties would be increased noise and traffic on the unpaved road. The Commission has the ability to identify specific recommendations to address a particular concern including road treatment, limiting the activity, requiring a lighting plan, and similar restrictions.

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

Applicant's Response:
"Not applicable."

Evaluation of the relative gain weighs the benefits to the community-at-large vs. the benefit of the owners of the subject property. In Staff's opinion, denial of the request for a Conditional Use Permit would affect the individual landowner by prohibiting this opportunity. The property could continue to be utilized as a rural residence. Denial of the CUP request will limit the amount of traffic on this segment of the road to the current uses and activities and potential development of the area.

Staff Finding – Approval of the Conditional Use Permit may indirectly benefit the community by adding to area tourism, thus strengthening the economic base. It does not directly harm the public health, safety and welfare; however the increase in traffic associated with these uses may present a

safety issue for the public in increased traffic and dust on unpaved roads. Restrictions on the frequency and size of events can be used to mitigate increase in traffic.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant's Response—
"No affect."

The property is located within the city of Lawrence Urban Growth boundary. The property is located in Grant Township and is within the planning boundary of the Northeast Sector Plan. Horizon *2020* does not address Conditional Use Permits as a tool to achieve specific policies. This area is generally anticipated to remain agricultural in nature. The existing homes are considered rural residential and are located on 5 and 10 acre parcels.

Staff Finding –A Conditional Use Permit can be used to allow specific uses that are not permitted in a zoning district with the approval of a site plan. This tool allows development to occur in harmony with the surrounding area.

STAFF REVIEW

Approval of the request would allow the property owner to engage in a type of home occupation. The scope of the proposed activity is such that a Conditional Use Permit is applicable. Minimal improvements to the site are proposed as discussed above. The intent of the site plan is to show parking and seating areas. The key feature of the property is the extensive gardens, providing a setting for the activity.

County Health Department approval will be required for the placement of a chemical, compost, or incinerating toilet. The applicant intends to provide a single occupancy facility. The placement of the toilet within the garden shed is intended to screen the facility as opposed to the placement of a portable toilet on the property.

Phasing

This request is for use of the garden for special events, primarily weddings. It is seen by the applicant as a "destination location". No catering that accommodates food and beverage service is proposed for this property. Receptions are typically longer duration and have a higher need for water and trash disposal. Any future plan to add receptions to this property shall require a revised CUP to expand the use and shall require a full public hearing.

The applicant has indicated that a tent may be erected to provide shelter during events. It is not intended that the tent shall be erected the entire season. Staff recommends a condition be added to the site plan that states the tent shall be set up no more than 24 hours in advance of the event and shall be removed within 24 of the conclusion of the event. Obviously, if events occur consecutively, such as over a weekend, the tent could be erected on a Thursday and removed on the following Monday as an example.

Parking

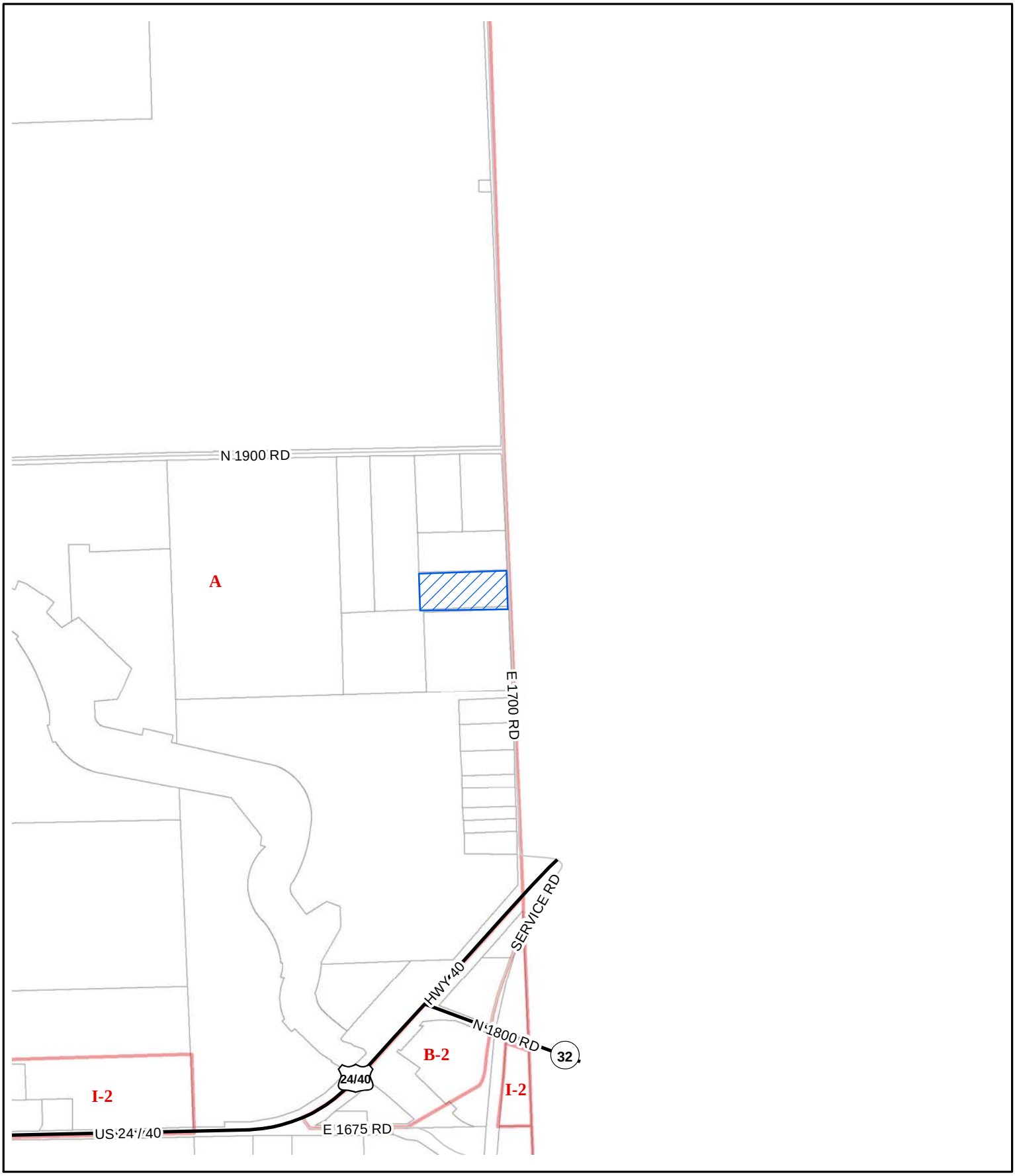
The site plan identifies approximately 40 parking spaces to be located along the existing gravel drive to the site. This is a mowed and grassed area on the site. Adequate area exists on site to accommodate overflow parking if needed.

Conclusion

Approval of a CUP can be tailored to address specific issues such as intensity or frequency of use, include time limitations, and establish screening requirements. The recommended conditions respond to the specific nature of the request without the associated intensity of full-scale commercial zoning. Recent actions by the County Commission have approved Conditional Use Permits with the following term limitations:

- A CUP will be administratively reviewed in 5 years
- A CUP will expire at the end of 10 years, unless an application for renewal is approved by the local governing body

Time limitations may be placed on the activities to reduce any negative impacts to the nearby property owners. The applicant has indicated that activity is to be conducted during daylight hours.



CUP-09-03-10
1879 East 1700 Road

Lawrence-Douglas County Planning Office
November 2010

N
W E
S

Area Requested

Scale: 1 Inch = 1000 Feet

Shoshanna's Gardens
1879 E 1700 Road

Legend
Parcels

Property Owner
Susan Rendall

Tent with seating for 100

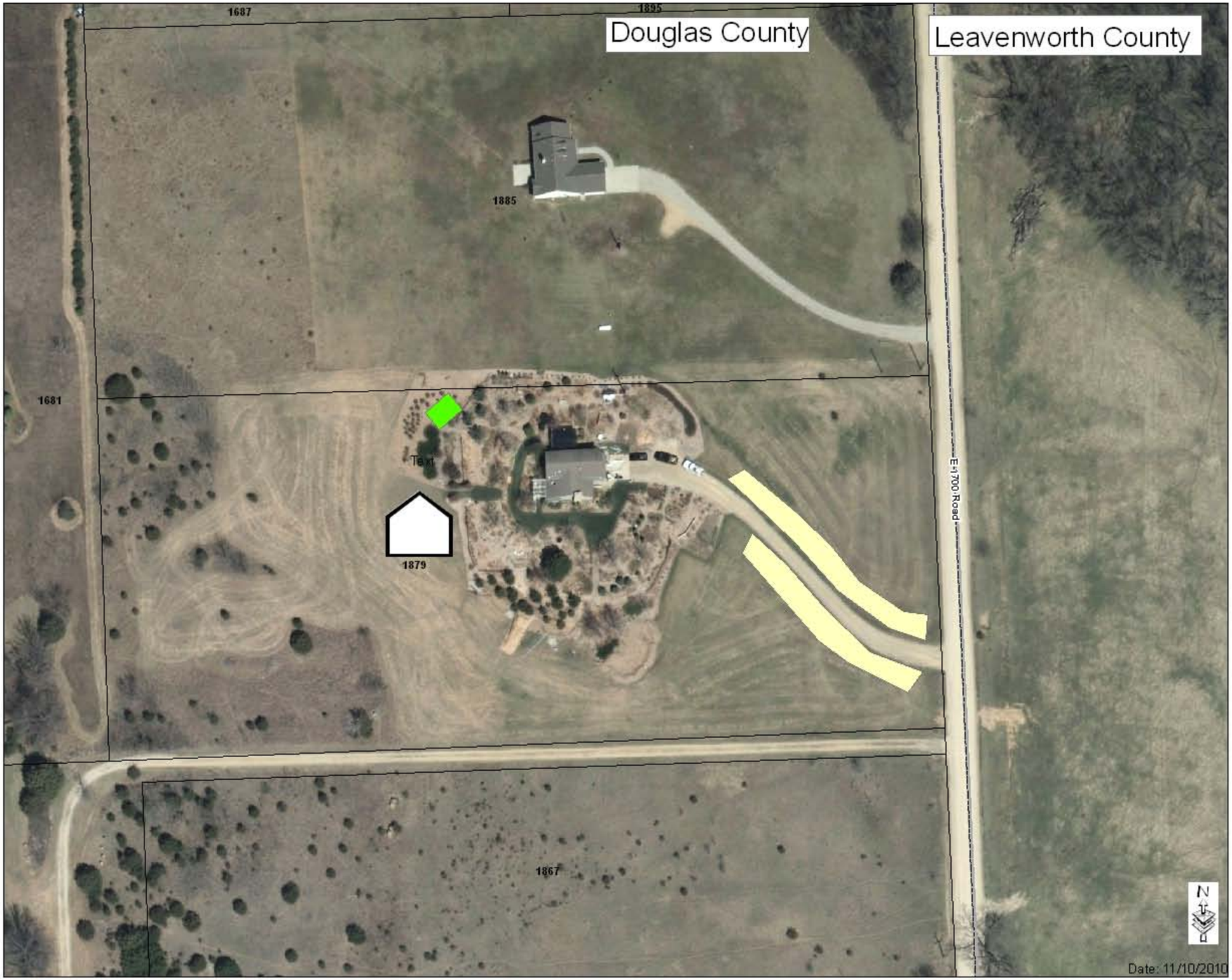
Parking for 40 spaces.
Mowed lawn with good drainage

10' x 15' storage buidling/restroom

NOTES:
1. Composting toilet. Faciltiy shall be approved by Dougls County Health Department and fully screened from view from adjacent property.
2. Maximum guests 150.
3. Maximum tent size 40' by 40'.
4. Weddings only, no reception.
5. Events shall not begin after full sunset (dark).
6. No exterior lighting is proposed.
7. Season - April 1 - November 30.
8. No smoking signs shall be posted.
9. The permit will be administratively reviewed by the County in 5 years (Calendar Year 2015).
10. The permit will expire at the end of 10 years (December 31, 2020), unless an application for renewal is approved by the local governing body.

Legal Description
5.02 Acres; SEction 16 Township 12 Range 20
commencing at the NE corner of NE 1/4
thence S 0 degrees 20' 40" along the E line of the NE 1/4 926.06' for Point of beginning.
Thence S 0 degrees 20' 40" E along E line NE 1/4 307.7 feet
thence North 89 degrees 20' 40" West 711.12 feet
thence north 0 degrees 15' 30" West 307.77 feet
thence south 89 degrees 20' 02" East 710.66 feet
to point of beginning.

0 5 10 20 30 40 Feet
1 inch = 80 feet



Google maps Address

To see all the details that are visible on the screen, use the "Print" link next to the map.

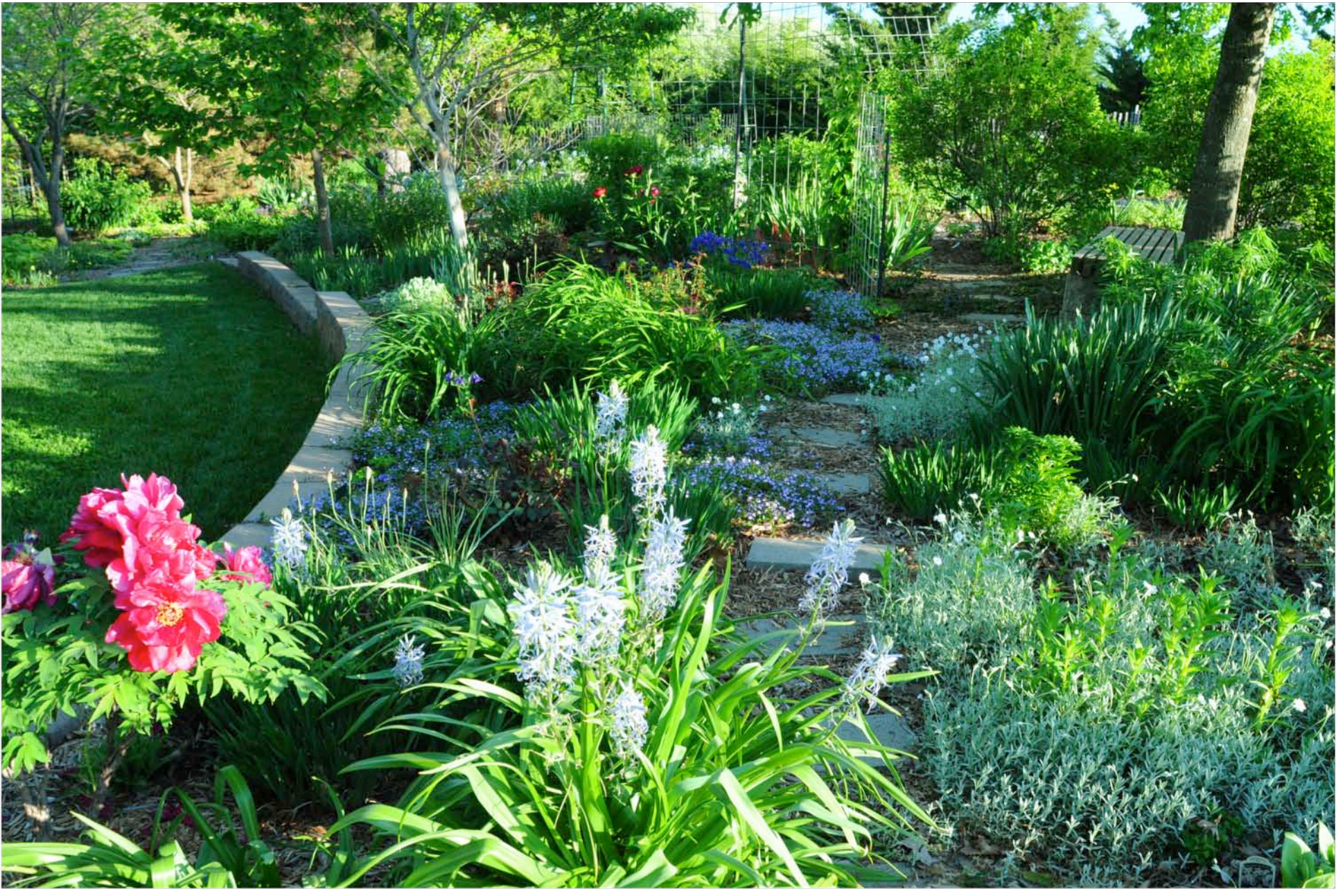
Get Directions My Maps Print Send Link

A. 40 parking spaces on mowed lawn - with good drainage

B. space for tent and approximately 100 chairs for guests

C. 10' x 15' storage building w/ restroom

D. 8' deer fence



City of Lawrence Douglas County
Planning & Development Services

attn: Sandra Day

Re: CUP-9-3-10

As a nearby landowner and neighbor of the proposed CUP for a wedding venue, we have no objections or concerns regarding this application.

We believe this proposed business will be a welcome asset to our neighborhood. We know the Rendall's and believe they are very responsible and will abide by the conditions of the permit.

Sincerely,

Jim and Dorothy Conyone
1839 E 1700 Rd
Lawrence Ks 66044

ITEM NO. 4 CONDITIONAL USE PERMIT; 1879 E 1700 RD (SLD)

CUP-9-3-10: Consider a Conditional Use Permit for a wedding venue for Shoshanna's Garden, located at 1879 East 1700 Road. Submitted by Susan Rendall, property owner of record.

STAFF PRESENTATION
Ms. Sandra Day presented the item.

Commissioner Finkeldei asked if the Conditional Use Permit would be limited to weddings or if other types of events would be allowed.

Ms. Day said the condition was worded as 'outdoor events.' She said the expectation was that there could be some other outdoor event such as photo session or vowel renewal. There may be music associated with a ceremony but it was not expected to go late into the evenings.

Commissioner Harris said she wasn't able to visit the site, and wondered if there was a fence around the site.

Ms. Day said the applicant intends to fence in the garden area.

Commissioner Harris asked if the fence was a requirement.

Ms. Day said no.

Commissioner Harris asked what would happen if there were more cars than spaces.

Ms. Day said the applicant has a large lawn so there would be ample room to park, and that the activity was capped at no more than 150 people.

Commissioner Harris asked if there was space for another row of cars on the lawn.

Ms. Day said yes.

Commissioner Burger inquired about provisions for what to do with 150 people in the event of a tornado warning.

Ms. Day said staff did not have that discussion with the applicant but that maybe the applicant could respond to that question.

APPLICANT PRESENTATION
Ms. Susan Rendall said her intent was to use her garden for outdoor events such as weddings. She showed pictures on the overhead projector of the garden.

Commissioner Singleton asked if she talked to any of the neighbors.

Ms. Rendall said she spoke with Ms. Sally McGee who was concerned about having to look at a permanent porta potty. Ms. Rendall agreed that it would be inappropriate for her to place a porta potty out there and destroy the ambience of the garden. She said she hoped to put a shed snuggled into the trees and shrubbery that could be used for changing, bathroom facilities, and possibly storage. She said she did talk to some other neighbors along the road about the dust and they weren't particularly concerned about the dust. She said one of the neighbors was concerned about her dogs getting loose and into the traffic.

Commissioner Burger asked if she had any provisions for a tornado alert.

Ms. Rendall said she had not taken that into consideration. She said she has a tri-level home and part of the lower level was underground. She said she also has a garage.

Commissioner Hird said the condition that she would be responsible for dust control basically says if there was one complaint she would have to treat the road or do some sort of dust control.

Ms. Rendall said the dust palliative application was a $1 a running foot in Grant Township and that 2,640' (½ mile) was beyond her ability to pay at this point. She said if she has one or two events a weekend that would be a different situation. She said she checked with Rich Bireta, Grant Township Trustee, and he talked with Keith Browning, County Public Works Director, and he said they do have water trucks that would water the road with appropriate forewarning at no charge.

PUBLIC HEARING
No public comment.

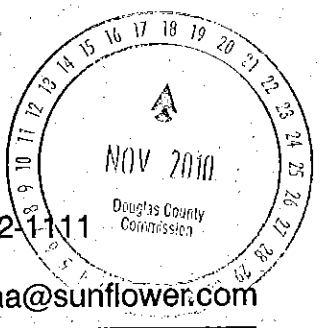
ACTION TAKEN
Motioned by Commissioner Harris, seconded by Commissioner Finkeldei, to approve Conditional Use Permit (CUP-9-3-10) for outdoor events at 1879 East 1700 Road subject to the following conditions:

1) The provision of a revised site plan with the following changes and notes:
   a) "Chemical or compost toilets may be used only if approved by the County Health Official."
   b) "The applicant is responsible for dust control dependant on a complaint basis and to be coordinated with the County Public Works Department prior to events."
   c) "Maximum number of events limited to not more than 3 events in one week period."
   d) "Tents used for events shall be erected no more than 24 hours in advance of an event and shall be removed within 24 hours concluding an event."
   e) "Applicant shall provide a lighting plan per staff approval if lighting is be used for events. Lighting shall be low to the ground, shielded and directed downward."

   Motion carried 6-1, with Commissioner Burger voting in opposition. Student Commissioner Davis voted in favor.

Governmental Assistance Services

905 Joseph Drive
Lawrence, Kansas 66049
785-832-2141 • Fax 785-832-1111
Toll Free 888-832-3335
e-mail: gasdonnaa@sunflower.com



Craig Weinaug
Douglas County Administrator
1100 Massachusetts
Lawrence KS 66044

11/17/2010

Mr. Weinaug

Thank you for the opportunity to assist with the project. As we discussed on the telephone, Donna and I had a teleconference with Terry Marlin at the Kansas Department of Commerce on Monday. He made it clear the Dept. of Commerce is excited about the opportunity to work with Berry Plastics, and it is obvious the State of Kansas has been willing to do whatever it takes to promote their growth. We now more clearly understand what will be required to obtain this community development block grant on behalf of the county and Berry Plastics.

1. Firm cost estimates of the entire project: The grant will require us to have firm cost estimates for the building construction, road infrastructure, and water/sewer infrastructure. The cost estimates will need to come from professional technical consultants obtained by the entities. We have the building architect on board, but we need the infrastructure construction costs as well. We will need the cost estimates for the water and sewer construction regardless of our intention to use CDBG money for those activities. These estimates need only be preliminary estimates. Final design for the infrastructure will be completed after a grant award.

2. Cost Match: CDBG has indicated the allowable match cost can include the building construction costs, infrastructure, and equipment/machinery purchased for the building.

3. The agreement between Berry Plastics and building developer: We will need to have a clear understanding as to the lease agreement for this space and some type of commitment from the developer as to the nature of their involvement in this project. It is acceptable if the developer's commitment is merely to construct the facility and lease the building, but we need documents formally committing

the developers.

4. Commitment from Douglas County: We will need to ascertain the county's financial involvement, which should include what they will do for this project and what part of the infrastructure improvements they will own.

5. Business Plan: We will need a small business plan explaining what will happen at this facility. The plan should include the facility's three year projections, as well as how many jobs will be created and retained. Terry Marlin expressed thoughts on the jobs created; his initial feedback indicates that if Berry plastics commits to creating 11 jobs, they must be created at this facility. During our meeting, we discussed the possibility of including support positions outside of the new Lawrence facility in addition to the 11 jobs. However, Terry has indicated we will not be allowed to include support positions outside this facility.

We expect this to be an extensive application because of the multiple entities involved. The State wants to work with Berry, but it will not be possible to submit this application in December 2010. Terry has indicated this application could potentially be submitted in the January 2011 round. This potential submission date would be the earliest, but there is no guarantee the grant application could be submitted at that time, as it will depend on all inter-local agreements, letters of assurances, and environmental clearance being in place. The grant guidelines require us to submit a fully executed HUD environmental assessment 30 days after submitting our application. We would like to know all agencies have cleared this project prior to the grant submission in effort to avoid surprises and/or impediments. We believe a grant submission date of February 4, 2011 is more likely. The county will be eligible to submit the grant application when all necessary attachments to the application are available.

Governmental Assistance Services is prepared contract with Douglas County and begin the necessary steps to obtain a Community Development Block Grant. We will require a fee of $13,900 to coordinate the inter-local agreements between the county, developer, and Berry plastics, conduct the public hearing, and prepare/submit the grant. Please find the attached contract for services.

Thank you,

D. Garrett Nordstrom

Donna J. Crawford

CONTRACT FOR SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, 2010, between THE COUNTY OF DOUGLAS, KANSAS, and GOVERNMENTAL ASSISTANCE SERVICES, 905 JOSEPH DRIVE, LAWRENCE, KANSAS 66049.

WHEREAS, THE COUNTY OF DOUGLAS, KANSAS hereby retains GOVERNMENTAL ASSISTANCE SERVICES for the preparation of a 2011 Economic Development Block Grant through the Kansas Department of Commerce.

WHEREAS, the purpose of this contract is to provide THE COUNTY OF DOUGLAS an ECONOMIC DEVELOPMENT GRANT for a DEVELOPMENT PROJECT to create jobs with BERRY PLASTICS INC.

THEREFORE, the parties agree as follows:

1. GOVERNMENTAL ASSISTANCE SERVICES agrees to perform the following services, to-wit:

   (A) Submit Grant Application in accordance within the rules and regulations set forth by each State and Federal agency involved;

   (B) THE COUNTY OF DOUGLAS will be responsible for payment of public hearing costs.

2. In exchange for performance of above said services, related to the preparation and submission of said Grant Application, COUNTY OF DOUGLAS, KANSAS shall authorize payment, as an allowable cost, to GOVERNMENTAL ASSISTANCE SERVICES, to-wit:

   (A) Payment of $13,900.00 due upon signing of this contract.

3. Any additional studies, inspections, etc., required by KDOC will be financed by the engineer and/or architect and/or the county of Douglas and/or any other professional service involved.

IN WITNESS WHEREOF, the parties hereto have signed their names the day, month and year mentioned above.

Craig Weinaug, County Administrator
Douglas County, Kansas

D. Garrett Nordstrom
Governmental Assistance Services

MEMORANDUM

To : Board of County Commissioners

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

Date : November 23, 2010

Re : Work Session to discuss future contracted road maintenance strategies

As you are aware, the Road & Bridge Fund 201 contains line items for contracted road maintenance work including Sealing Contracts, Overlay Contracts, and Highway Striping Contracts. Previous practice has been to chip seal approximately 40 centerline miles per year and overlay approximately three centerline miles per year from the Road & Bridge Fund. In addition to the Road & Bridge Fund, beginning in 2010 the CIP includes $500,000 annually for Annual Contract Pavement Maintenance Projects.

We have experienced some problems with heavily trafficked roads that have had several chip seals on top of each other. The surface has become unstable and has exhibited apparent shoving of the asphaltic seal material. This has resulted in very rough roads for which the needed repair is milling and overlaying. Chip seals on lower traffic volume roads continue to perform well.

We have developed a proposed contract road maintenance strategy for the next several years. Under the strategy, we would not chip seal any road miles the next three years. Rather, we would use the chip seal funding for overlays and microsurfacing contracts. Chip sealing would resume in 2014. Our current renewable chip seal contract expires at the end of this year.

The work session is to show you the history of previous road contract maintenance work and to layout, year by year, what we currently propose for the next six years. We will show how the proposed contracted maintenance work jibes with previous contracted maintenance and with planned road improvements. Of course, changing road conditions will likely require annual adjustments to the plan. However, we wish to present the overall strategy for BOCC consideration.

Action Required: Conduct work session with Public Works Department to discuss future contracted road maintenance strategies.

Memorandum
City of Lawrence
Planning & Development Services

TO: **Craig Weinaug, County Administrator**

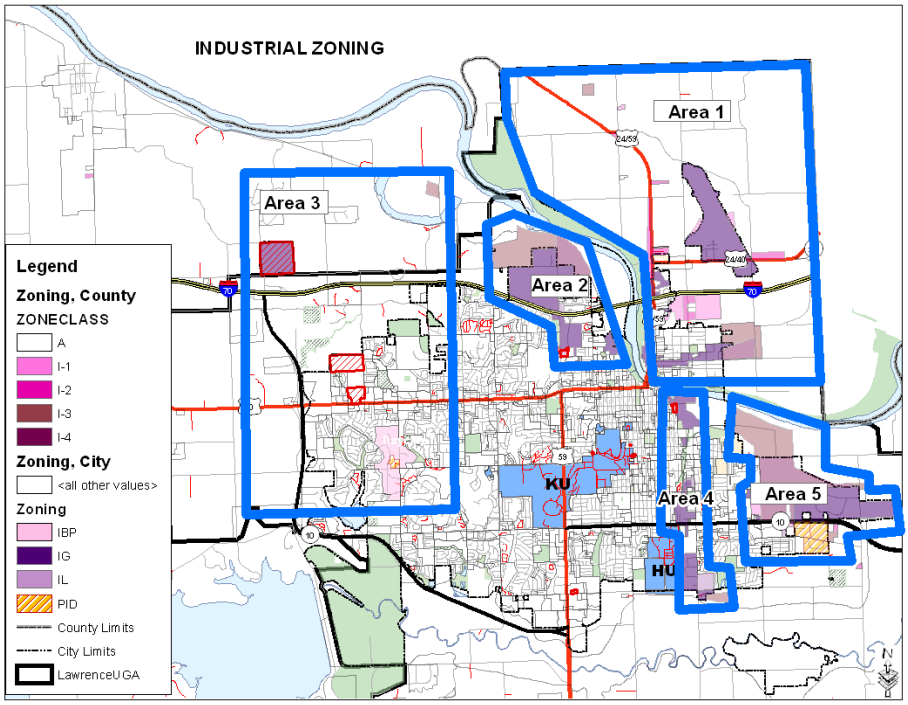
FROM: **Sandra L. Day, Planner**

CC: **Scott McCullough, Planning and Development Services Director**

Date: **November 23, 2010**

RE: **Industrial Zoning Analysis**

At the November 17th County Commission consideration of the 51-acre annexation request there was some discussion regarding the amount of available industrially zoned property in the community. For the Commission's consideration, this memo summarizes the location of existing industrial zones within the city of Lawrence and the immediately surrounding area. For this task, the community was divided into 5 general areas. The following map is used as a key on separate individual maps for each individual area. A map of each area is attached. GIS was used to identify vacant parcels reported in this analysis.



The maps and summary include "gross acreages." Where possible, right-of-way was excluded from the calculation of estimated vacant acres. Industrial zoning includes County I-1, I-2, I-3 and I-4, and City IBP, IG IL and PID Districts.

While all area shown are zoned for some type of industrial use, not all areas are immediately available for site development.

- Additional approval may be required including, platting, site planning, grading, and infrastructure evaluation or installation.
- Many small parcels are grouped together to create a larger parcel that may or may not reflect a single ownership.
- To achieve a particular parcel size, property consolidation may be required and may require working with one or more property owners.
- Many large tracts are zoned industrial but are actively farmed or are invested in some type of agricultural enterprise.
- Some properties are encumbered by floodplain.

	Total Acres Zoned	**Estimated Vacant Acres**
Area 1	309 (indust.) 486 airport	144 (indust.) 69 airport
Area 2	893	41.6
Area 3	176 (north of I70) 171 (Research Pk)	155 (north of I70) 108 (Research Pk)
Area 4	387.6	35.9
Area 5	1,341.6	534.2
Total	**3,278**	**1,088**

It should be noted that there are various area plans either approved or in process that address development of these areas in more detail.

Supplemental Planning Documents:

1. *Horizon 2020*
2. *Burroughs Creek Corridor Plan.*
3. *K-10 and Farmer's Turnpike Plan*
4. *Southeast Area Plan*
5. *Farmland Industries Redevelopment Plan*

Notable findings:

Area 1 (Grant Township / North Lawrence)

- Of the 486 acres located at the airport, an estimated 69 acres may be available for development but must be aviation related.
- Industrial land in the county includes businesses along 24/59 on long narrow lots.
- Industrial land south of I-70 is actively farmed

- Parcels along Union Pacific Railroad range from .5 acres to 5 acres some may be consolidated if property owners agree.

Area 2 (Santa Fe / North Iowa St)

- Santa Fe Industrial area is predominantly built out.
- Available parcels are limited in acres by surrounding development.

Area 3 (West / Northwest Lawrence)

- Parcels north of I-70 include a tract bisected by the railroad and actively farmed.
- 155 acre parcel has been annexed and zoned and remains the subject of an ongoing lawsuit.
- The Oread West office park includes multiple parcels of various sizes but does not include direct access to a highway. The area is targeted for industrial and office bio-science related uses.

Area 4 (Burroughs Creek Corridor)

- Burroughs Creek Corridor is predominantly built out with only a few tracts ranging from 1.5 to 11 acres available for development.
- The Central portion of Burroughs Creek is recommended for rezoning from industrial districts to commercial districts per the Corridor Plan.

Area 5 (East / Southeast)

- Southeast Area including Farmland, East Hills Business Park, and areas north of E 15th Street is the largest industrial area.
- Significant acres are actively farmed and encumbered by floodway and floodway fringe areas.
- Most East Hills lots require substantial grading (fill) to be ready for development.
- Farmland property has been annexed but requires zoning, platting and infrastructure prior to development.
- Franklin Park area has a number of platted and unplatted parcels for development, the largest of which is approximately 40 acres.

Area 1

- North Lawrence (Union Pacific Corridor)
- Airport
- Highway 24/59
- Midland Junction

Summary

Includes both City and County industrial zoning

Union Pacific Corridor includes 1-4 acre parcels along east/west corridor. Larger development would require consolidation of multiple parcels and demolition of existing buildings to consolidate creation of larger tract. (Tanger Mall part of commercial inventory).

Isolated parcels along 24/59 represent existing businesses.

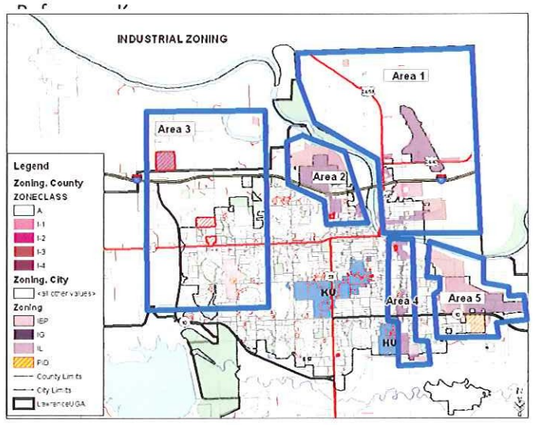
Airport Master Plan underway by Public Works Department. 502 total acres including runways and landing markers. Uses are restricted to aviation related activities. Estimated 69 acres of developable land.

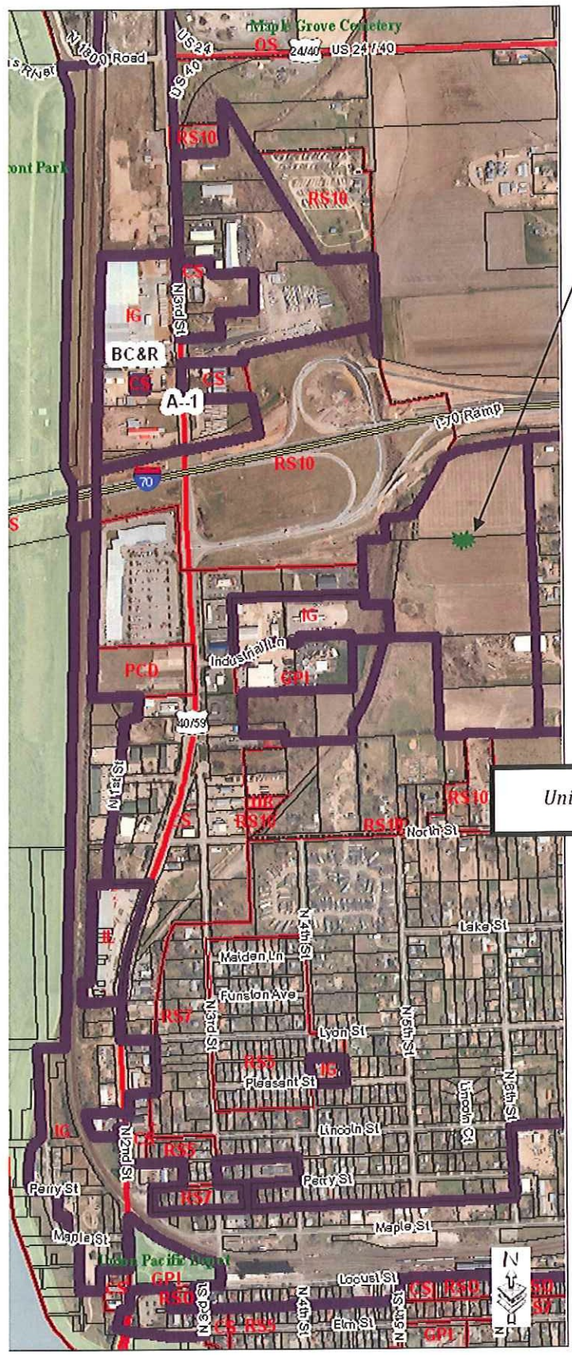
Total Acres 309 acres (excluding Airport).
Total Airport property 486 acres.
Total estimated 795 acres Industrial acres.

Estimated vacant acres: 213 acres

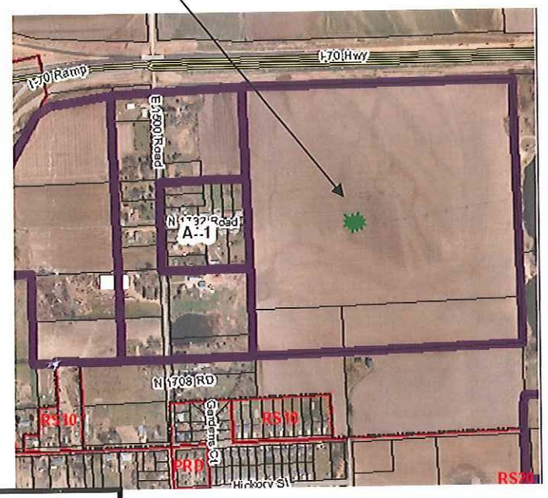
- airport - 69 acres
- along UP RR - 16 acres

farmland in County 128 acres

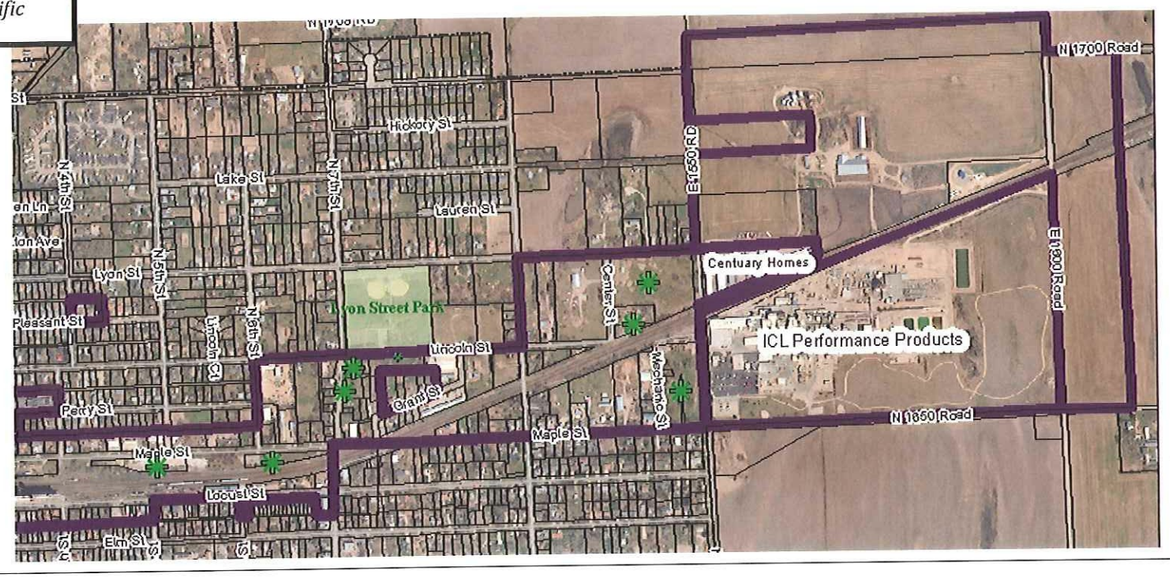




- 12 acres north of BC&R
- 128 acres County Industrial/farm land south of 70.



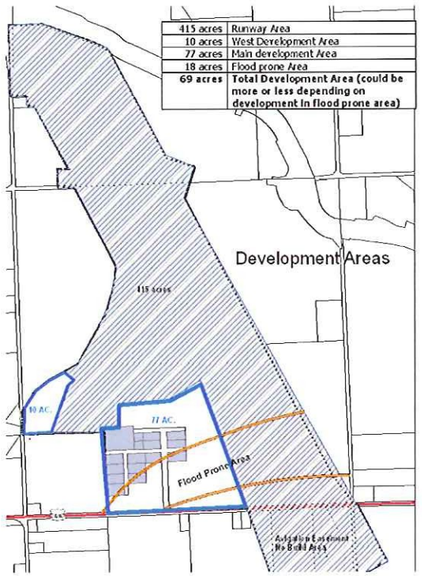
Union Pacific



Area 1 (Page 2)

- North Lawrence (Union Pacific Depot)
- Airport
- Highway 24/59
- Midland Junction

Summary



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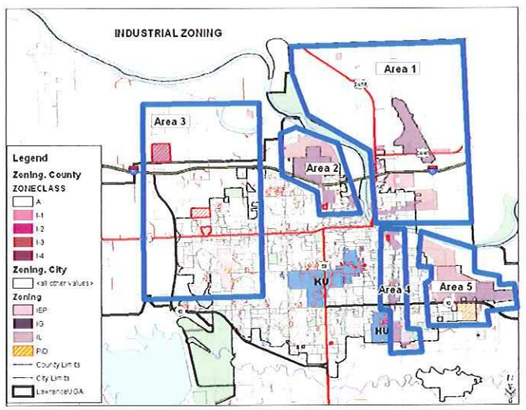
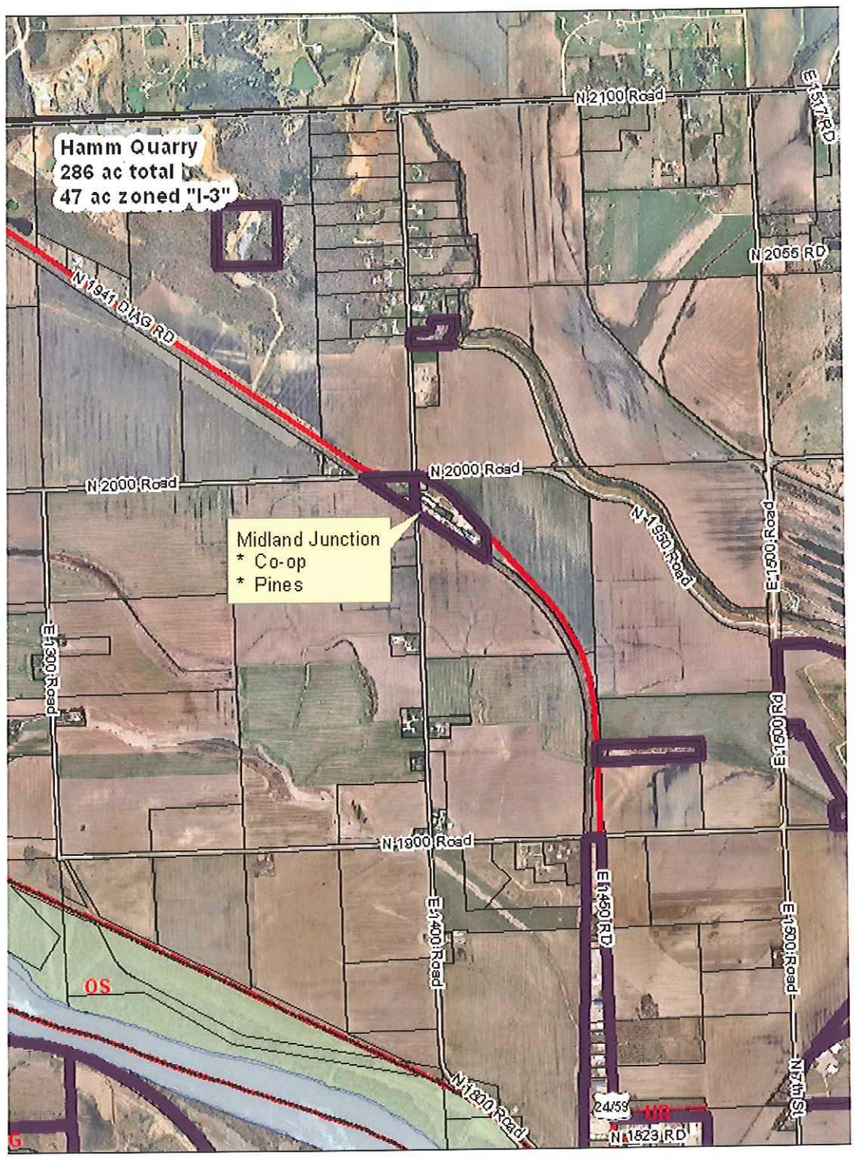
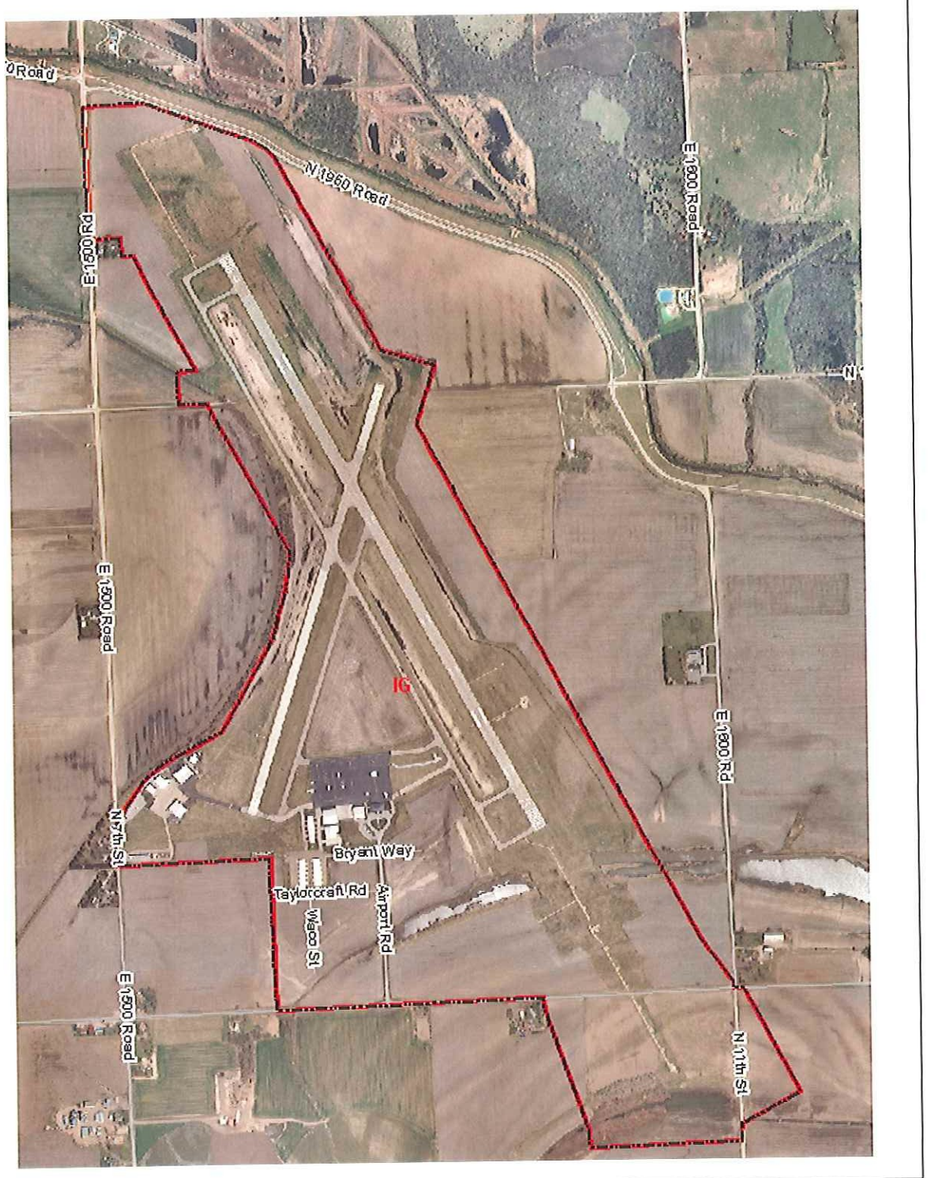






Area 2

- Santa Fe Industrial Area

Summary
Includes both City and County industrial zoning
Area includes Westar acreage at the north end of the corridor.

Several vacant parcels located west of N. Iowa Street are associated with existing business either for future expansion or buffering.

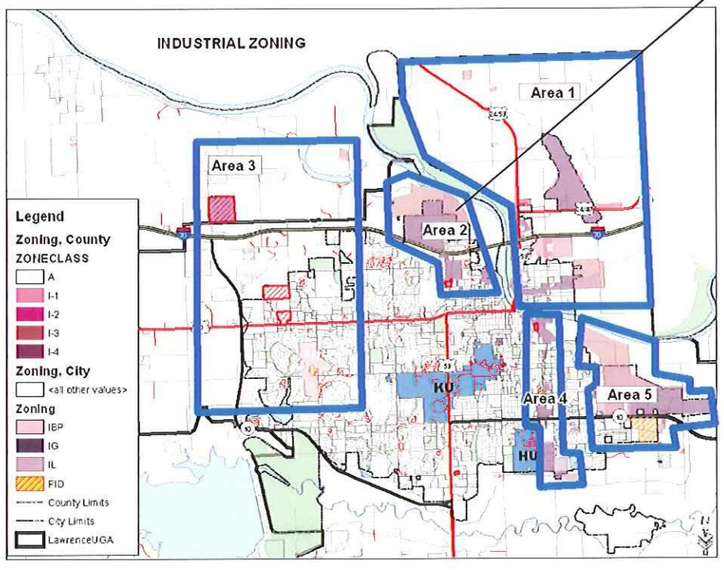
727 N. Iowa (Del Monte Corp) - 9.9 acres
2400 Packer Road – 15 acres
3051 Lakeview Rd. (Kmart) – 9 acres
McDonald Drive (Hallmark) - 47.52

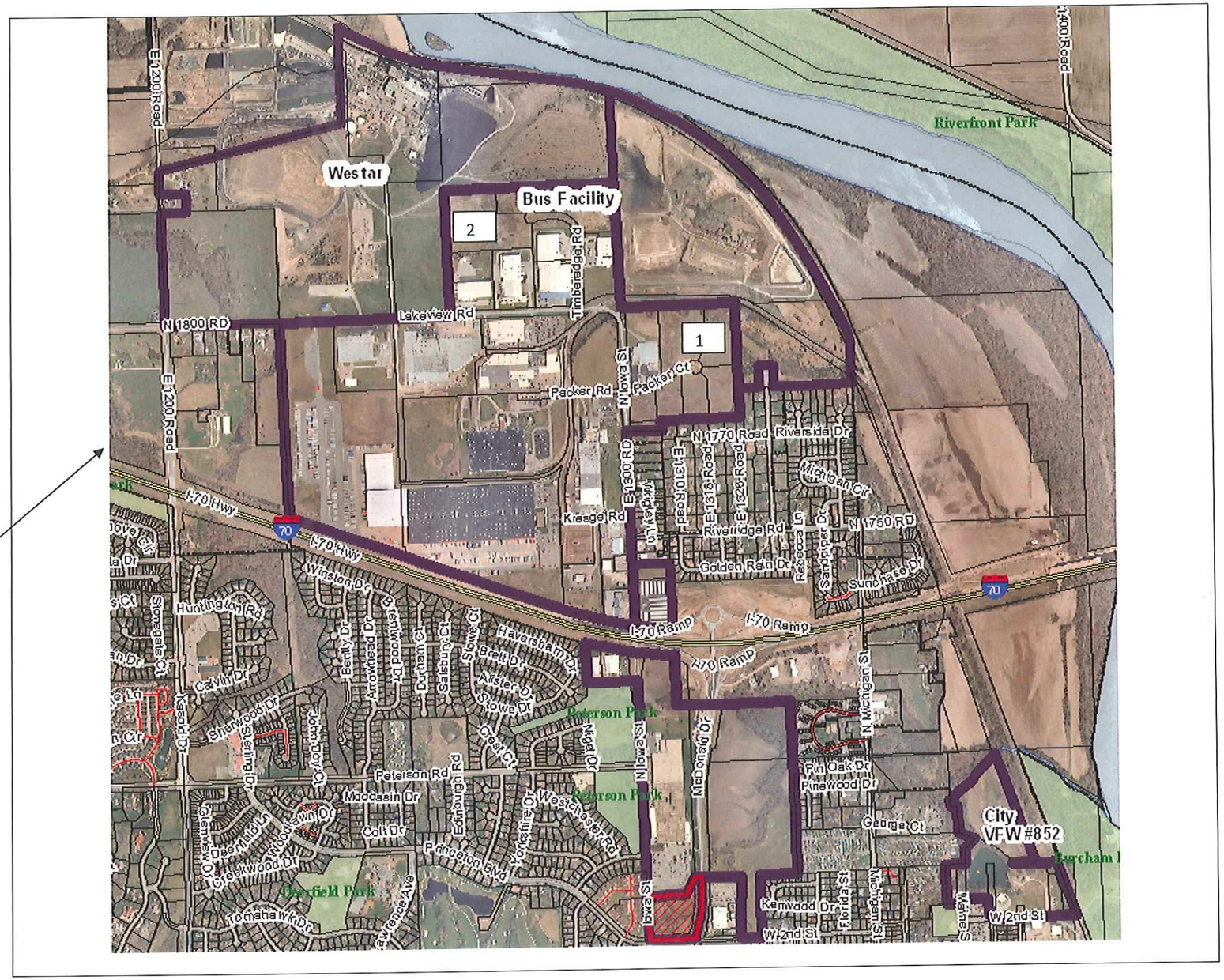
Platted lots available for new development include:

1. 28 acres Packer Ct. (behind O'Malley)
2. 13.6 acres 1280 Timberedge Rd.

Total Acres 893 acres (including Westar).
Total Westar 355 acres.
Estimated vacant acres: 41.6 acres

Reference Key





Area 3

- West Lawrence

Summary
Includes both City and County industrial zoning
Parcels located north of I-70 include:

1. 21 acres farmed land bisected by Railroad.
2. 155 acres annexed and City zoned IG.

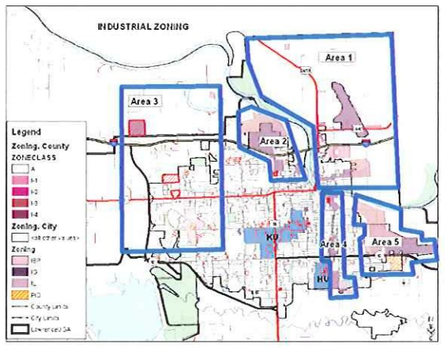
Oread Office Park: Area around Wakarusa Drive and Bob Billings Parkway is zoned IBP and PID. Total area includes 171 acres. Platted lots range from 1.5 to 15 acres depending on location. Some parcels could be combined to create a larger tract.

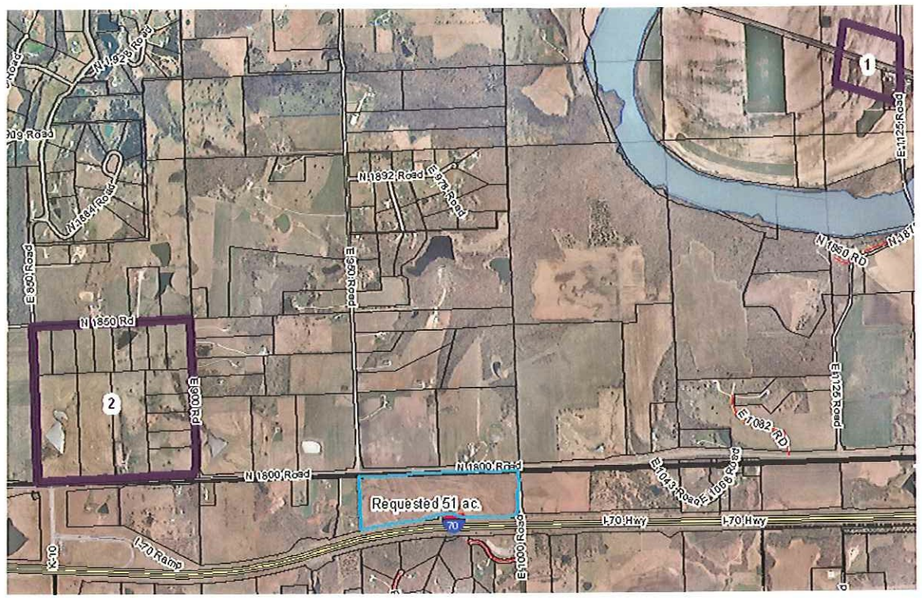
Uses are generally limited to office-research. Tract B platted along lots addressed on Marilee Drive is dedicated as a 7 acre conservation easement per Deed book 762 page 1287.

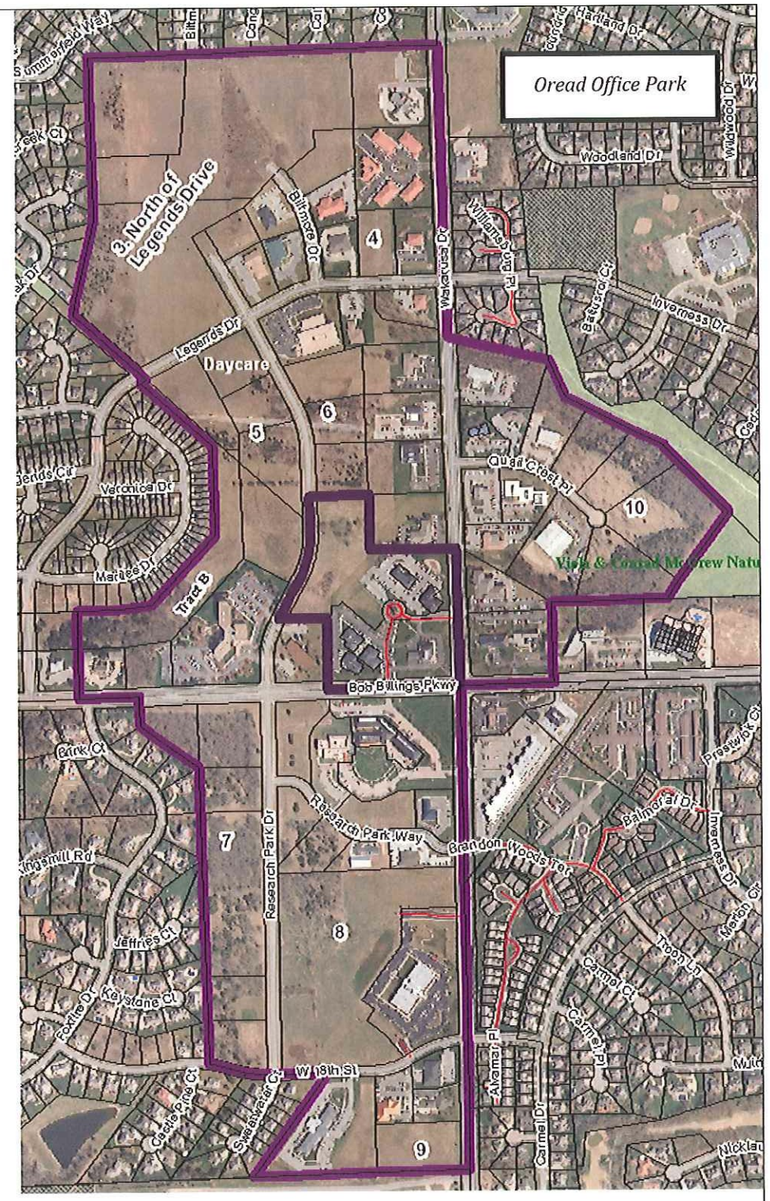
3. 36 acres north of Legends Drive
4. 1.4 acres 4910 Legends Drive.
5. 12.4 acres west side of Research Pk Dr.
6. 5.6 acres east side of Research Pk Dr.
7. 16 acres west side of Research Pk Dr. south of BBP.
8. 23 east side of Research Park Drive south of BBP
9. 2.6 acres 1900 Wakarusa Drive
10. 11.8 acres Quail Crest Place.

Total acres north of I-70 - 176 acres
Total acres Oread Research Park 171 acres
Estimated vacant acres: 155 acres north of I-70
Estimated vacant acres: 108 acres Oread Research Pk.

Reference Key







Area 4

- Burroughs Creek Corridor

Summary

Includes only City of Lawrence parcels

Burroughs Creek Corridor (the former Santa Fe Railroad Corridor) stretches from E 31st Street to the Kansas River in East Lawrence. Development of area should follow adopted Burroughs Creek Corridor plan.

Burroughs Creek Corridor North: 103.6 acres total area
Burroughs Creek Corridor Central: 97 acres total area
Burroughs Creek Corridor South: 177 acres total area

Existing Vacant parcels:
Burroughs Creek Corridor North:

1. 2.5 acres 900 E. 11th Street

Burroughs Creek Corridor Central:

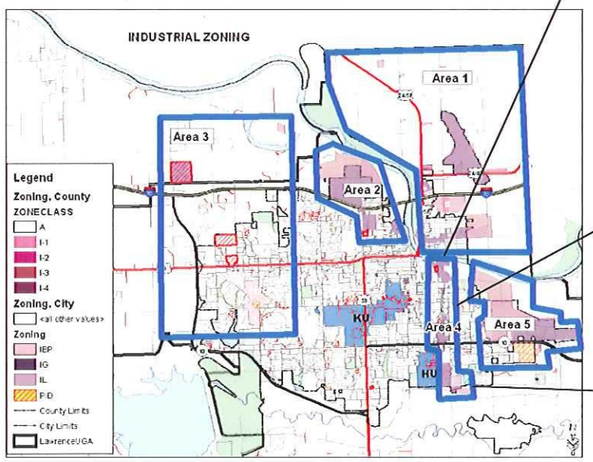
1. 3.9 acres Salvation Army (pending RMO zoning application)
2. 0.7 acres- 1919 Delaware Street
3. 2.4 acres- 1920 Delaware Street

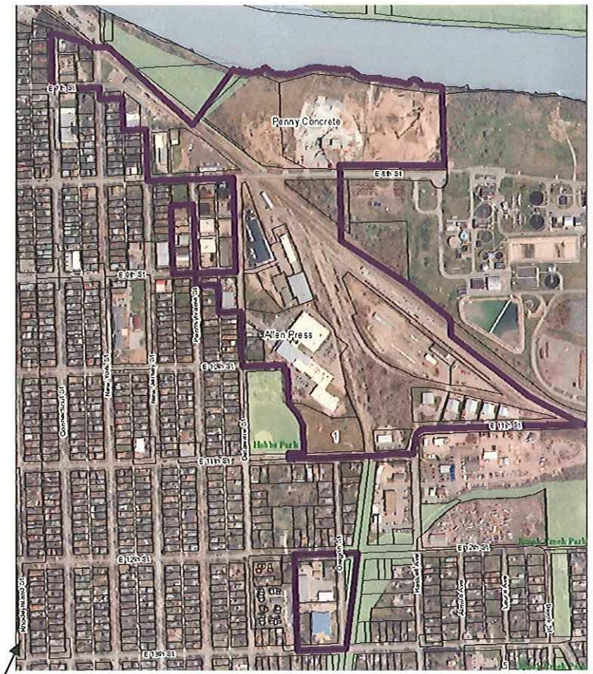
Burroughs Creek Corridor South:

1. 1.8 acres27th Street
2. 2.5 acres E. 28th Street
3. 12.2 acres E. 30th Street
4. 9.9 acres Haskell Ave

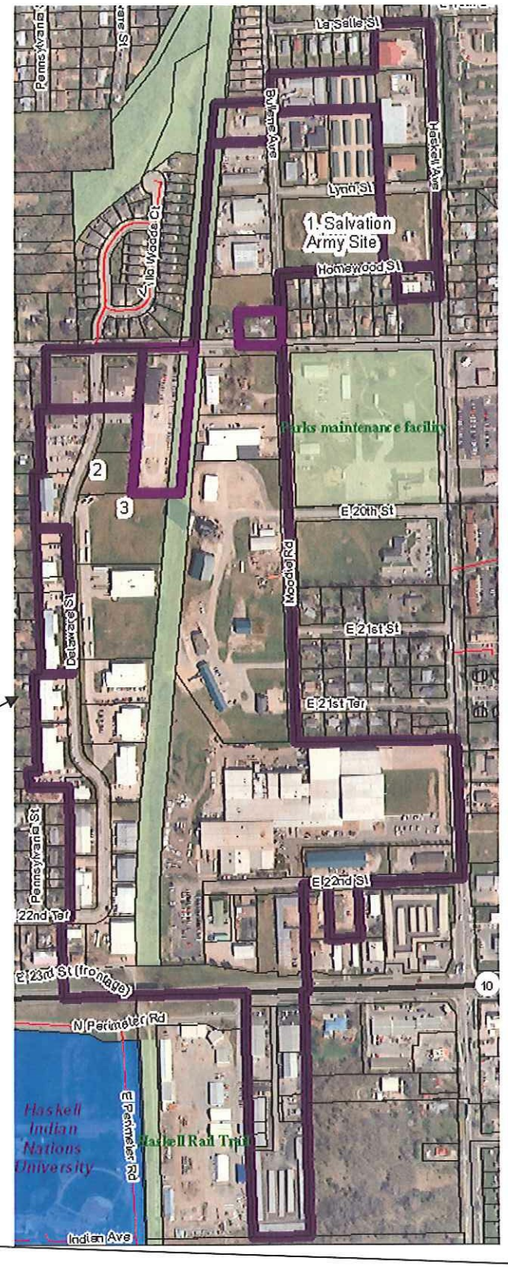
Total acres 387.6 acres
Estimated vacant acres: 35.9acres.

Reference Key





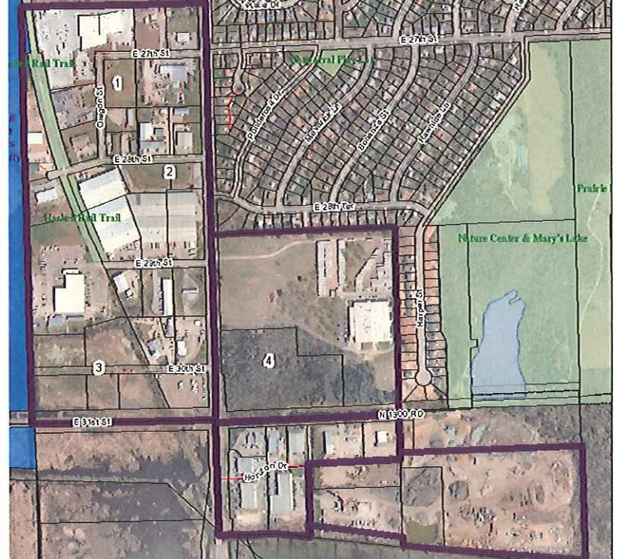
Burroughs Creek Corridor North



Burroughs Creek Corridor Central

Pending changes to corridor per area plan include significant portion of central area to be rezoned to a Commercial District. Lynn Street (Salvation Army Site) pending RMO zoning.

Burroughs Creek Corridor South



Area 5

- East Hills Business Park
- Franklin Business Park
- Farmland
- E. 15th Street Area.

Summary
Includes Both City and county parcels
E. 15th Street area - 284 acres
Farmland area– 466 acres
East Hills Business Park – 366 acres
Franklin Business Park – 163 acres

Existing Vacant parcels:
E. 15th Street area: 0 acres *actively farmed*
East Hills Business Park :

1. 83 acres - 2200 Noria Road
2. 54 acres - west of Greenway Circle Drive
3. 13 acres - west of East Hills Drive
4. 4.6 acres - 3721 Greenway Circle Drive
5. 11.3 acres - 3800 Greenway Circle Drive
6. 3.6 acres - 3823 Greenway Circle Drive
7. 8 acres - along E 1750 and Railroad.

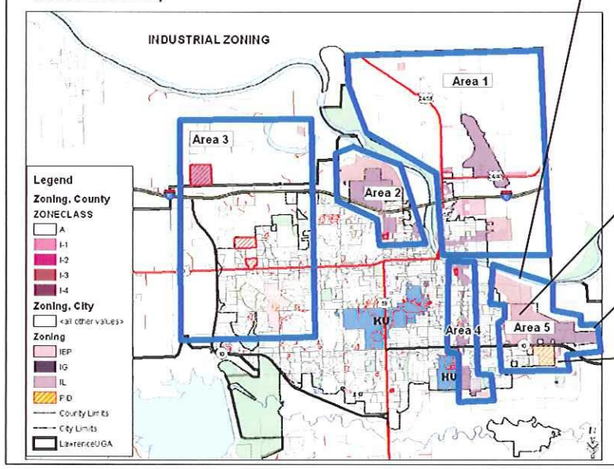
Franklin Business Park :

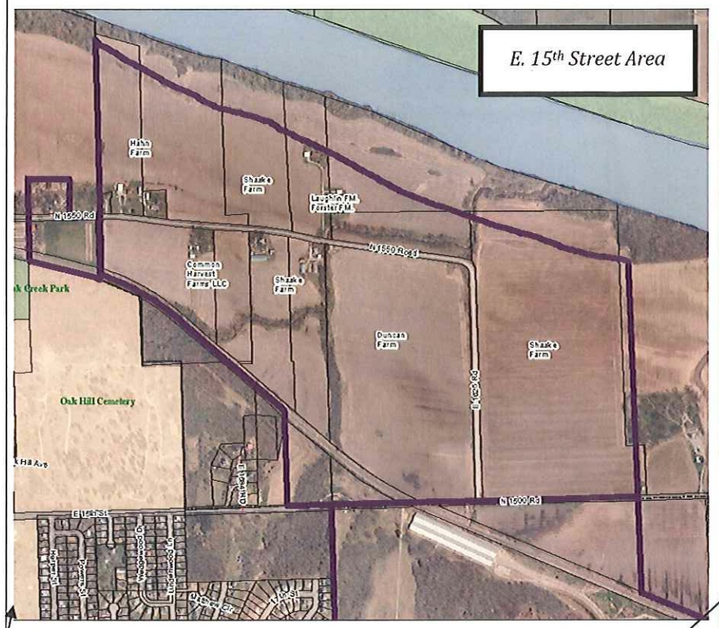
1. 3.9 acres - 2460 Fairfield Street.
2. 3.3 acres - 1387 E. 1650 Rd
3. 1.5 acres - 3600 Thomas Ct.
4. 2.5 acres - 3660 Thomas Ct.
5. 12.5 acres - Thomas Ct./E. 25th Street
6. 40 acres- Franklin Park Cr.

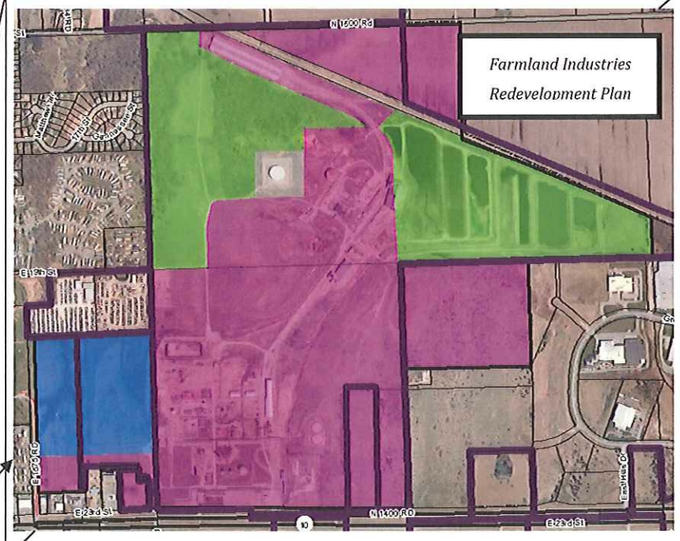
Farmland area: 293 acres - *planned industrial*

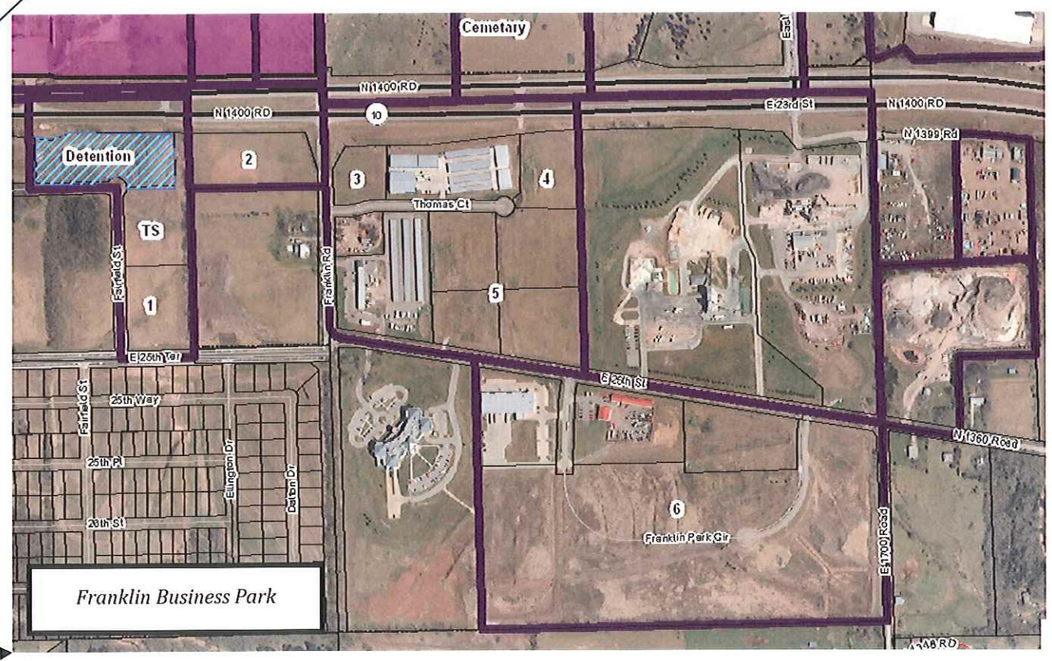
Total acres 1,341.6 acres
Estimated vacant acres: 534.2acres.

Reference Key









Memorandum
City of Lawrence
Legal Department

TO: **David L. Corliss, City Manager**

FROM: **Toni Wheeler, Director of the Legal Department**

Cc: **Scott McCullough, Director, Planning & Development Services**
John Miller, Staff Attorney

Date: **November 3, 2010**

RE: **Legal Requirements for Annexation of Venture Tract Pursuant to K.S.A. 12-520c**

This memorandum provides a brief overview of the procedures for the annexation of approximately 51 acres of land owned by Venture Properties, Inc.

Annexation Pursuant to K.S.A. 12-520c

The subject land is not adjacent or contiguous to the City's boundaries. It is located north and west of the City in Douglas County along Farmer's Turnpike and north of I-70. (The subject land is located east of the 155 acres that the City annexed along Farmer's Turnpike in 2008.) Because it is not contiguous to the City, the land may be annexed pursuant to K.S.A. 12-520c. This statute permits a city to annex land that is not adjacent to the city's boundaries if three conditions are met. First, the land is located in the same county as the city which is annexing the land. Second, the owner requests or consents to annexation. Third, the Board of County Commissioners finds and determines the annexation "will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county." (K.S.A. 12-520c) On September 21, 2010, the Governing Body received the property owner's petition for annexation.

In accordance with the City's annexation policy, the Governing Body referred the annexation request to the Planning Commission for a recommendation because the tract of land proposed to be annexed is larger than ten (10) acres in size. The Planning Commission considered the annexation at its regular meeting on October 27, 2010. The Planning Commission supported the annexation request on a vote of 8-0.

Procedural Requirements

The City must substantially comply with the statutory requirements for annexation set forth in K.S.A. 12-520c. When the City deems it advisable to annex land under this statute, the governing body, by resolution, requests the Douglas County Board of Commissioners make the required findings under the statute. The city clerk files a certified copy of the City's resolution with the Board of County Commissioners. The Board is required to make findings on whether the annexation of the land "will hinder or prevent the proper growth and development of the area or of any other incorporated city located within" Douglas County. The Board notifies the City of its findings within 30 days of receipt of the City's resolution. The Board's findings are spread at length on the Board's journal of proceedings,

however, the failure to do so does not invalidate the proceedings.

Unlike annexations under K.S.A. 12-520, consent annexations of non-adjoining land do not require notice, a public hearing, or a determination that the proposed annexation will not cause manifest injury "to the owners of any land proposed to be annexed, or to the owners of land in areas near or adjacent to the land proposed to be annexed or to the city if the annexation is disapproved." K.S.A. 12-521(c).

The final action required under the statute for the annexation is the adoption by the governing body of an ordinance annexing the property. If the Board of County Commissioners makes the required findings, the City has the legal authority to adopt an ordinance annexing the property, if the governing body deems it appropriate. The ordinance is published, and the city clerk files certified copies of the annexation ordinance with the county clerk, register of deeds and county election officer.

Notice to Rural Water District of City's Intent to Annex

HB 2283 which became effective July 1, 2010, requires notice to rural water districts. On September 27, 2010, the City Commission authorized the City Manager to provide written notice to Rural Water District No. 6 of the City's intent to annex the land and to provide the City's plan for the provision of water service in accordance with HB 2283. Under this legislation, the written notice must be provided not less than 60 days before the effective date of an ordinance proposing to annex the land. A copy of the City's notice is **attached (added 11/08/10)**. If the City designates a different water supplier for the annexed land, the City must purchase the property, facilities, improvements and going concern value of the facilities of the rural water district located in the territory, if any. The statute provides a procedure for determining the value of the property, facilities, improvements and going concern in the event the City and the rural water district cannot agree on the value. At this time, City staff recommends the rural water district continue as the supplier of water to the annexed land.

City of Lawrence
KANSAS

CITY COMMISSION

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MIKE AMYX

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ARON E. CROMWELL
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MICHAEL DEVER
ROBERT CHESTNUT

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CITY MANAGER

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www.lawrenceks.org

September 29, 2010

Mr. Donald M. Fuston, Chairman
RWD#6, Douglas County, KS
1973 E 850th Road
Lecompton, KS 66050-4062

Re: City of Lawrence's Intent to Annex 51 Acres in Rural Water District No. 6's Service Territory

Dear Mr. Fuston:

I am writing to inform you that at the September 28, 2010 Lawrence City Commission meeting, the City Commission authorized me to notify the Rural Water District No. 6 of the City's intent to annex approximately 51 acres of land in RWD No. 6's service territory. The legal description of the land to be annexed is attached hereto as Exhibit A. I am also enclosing a map identifying the 51-acre tract for your convenience.

In accordance with state law, this letter also sets forth the City's plan for water service to the annexed area. The City's plan for the provision of water service to the 51 acres is to permit Rural Water District No. 6 to provide water service to the annexed area. The City could amend its current contract with Rural Water District No. 6 to supply the rural water district with additional water, if the rural water district deems it necessary for it to provide the 51 acres of land with adequate water. If Rural Water District No. 6 is unwilling to supply the property with water at the service level required by the property owner, or if the City and District cannot agree to a contract for the provision of additional water from the City, the City will designate a different water supplier.

The property owner, Venture Properties, Inc., has consented to the annexation through its submission of a Request for Annexation application filed with the

Lawrence-Douglas County Metropolitan Planning Office. The City Commission will consider passing a resolution requesting the Board of County Commissioners of Douglas County to make a finding as required under K.S.A 12-520c that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County. If the Board of County Commissioners makes the necessary findings with respect to the annexation, the City Commission will have the legal authority to adopt an ordinance annexing the land, if the City Commission deems it appropriate. We are providing the notice of the City's intent to annex the 51 acres at this time to provide the Rural Water District No. 6 with advance notice of its plans and to comply with House Bill 2283.

If you would like to meet with me to discuss further the City's plans regarding this property, please contact my secretary, Bobbie Walthall at 832.3400 to schedule a meeting. I look forward to hearing from you on this matter.

Sincerely,

David L. Corliss
City Manager

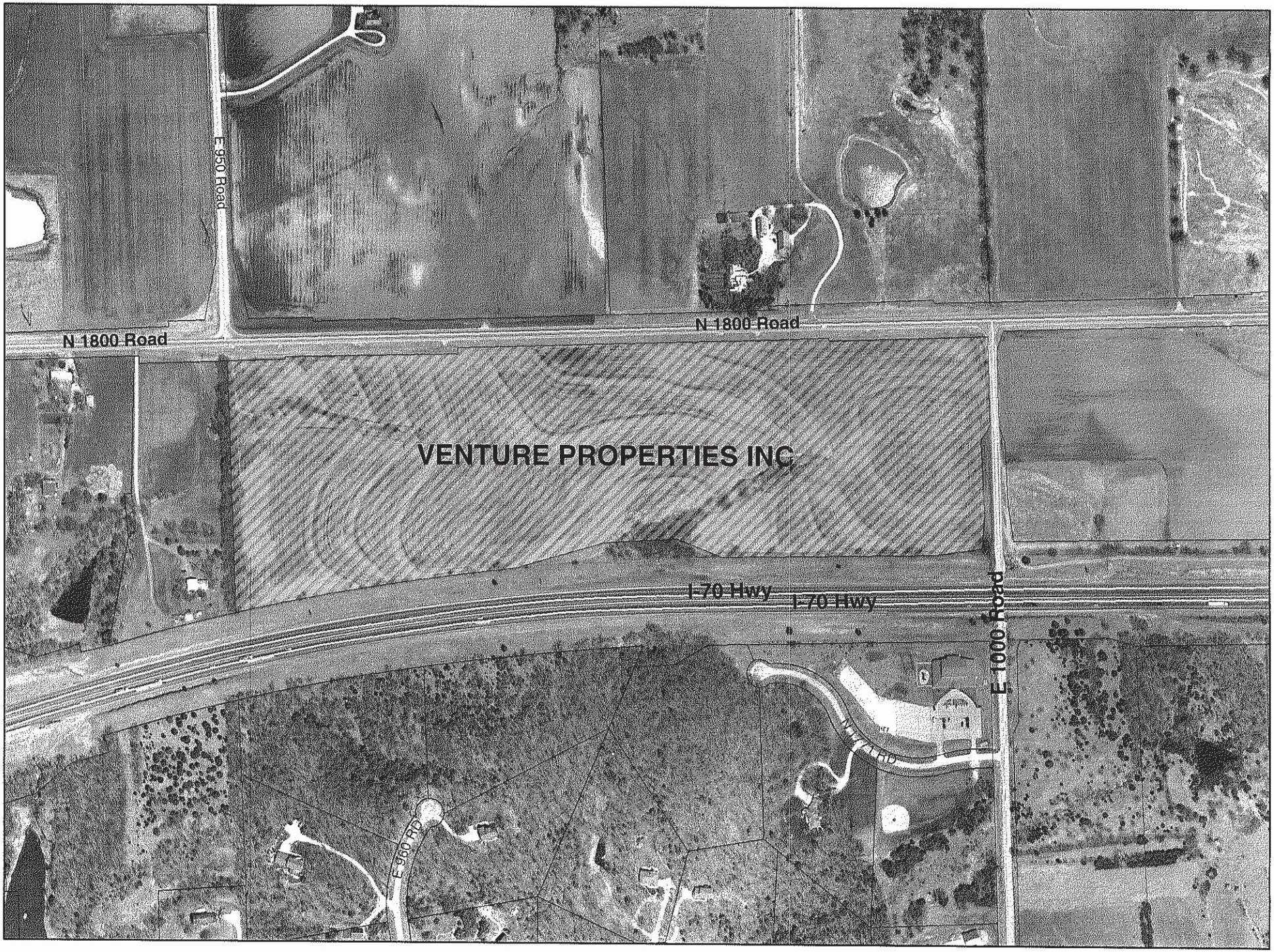
Enc.

Cc: Mayor and City Commission
Mr. Gary H. Hanson, Stumbo Hanson, L.L.P.

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter (NE¼) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE¼) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE¼); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE¼); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.



Memorandum
City of Lawrence
Engineering

TO: David L. Corliss, Charles Soules
FROM: Matt Bond
Date: November 8, 2010
RE: Annexation – Kaw Valley Drainage District Concerns

Please include the following item on the City Commission agenda for consideration at the November 9, 2010 meeting:

ANNEXATION
This memorandum is in response to a letter from the Douglas County Kaw Drainage District expressing concerns within the Baldwin Creek Watershed. The letter specifically states a concern for "the impact of flooding downstream land". The proposed annexation of approximately 51.13 acres located at the southwest corner of N. 1800 Road (Farmer's Turnpike) and E. 1000 Road (Queens Road extended) was the trigger for the District's letter.

DEVELOPMENT WITHIN THE WATERSHED
An annexation of the property would require it to meet all of the stormwater management criteria just as if it were a contiguous part of the City. The property would be required to meet the allowable release rate of 1.8 cubic feet per second per acre for parcels greater than one half acre. In addition the property would also be subject to pay fees into the stormwater utility fund. Currently Douglas County does not have any stormwater detention requirements.

Douglas County Kaw Drainage District

901 KENTUCKY STREET
SUITE 206
LAWRENCE, KANSAS 66044
785/842-7900
FAX 785/841-2296

November 3, 2010

Lawrence City Commission
PO box 708
Lawrence, Kansas 66044

Re: Annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended).

Honorable Mayor and Members of the City Commission:

The Douglas County Kaw Drainage District has previously expressed concerns regarding development within the Baldwin Creek Watershed and the impact of flooding downstream land. Additional impervious surfaces created by development will certainly exacerbate the problems facing downstream property owners.

The District has requested that the City of Lawrence and Douglas County engage in a Baldwin Creek Area Drainage study to determine the extent that land development activity is affecting the flooding problems in the area. The District is willing to participate in such a study.

Until this study is complete the District will recommend against any intense land development activity including the above-mentioned annexation.

Sincerely,

Price T. Banks, Attorney and Counselor

PLANNING COMMISSION REPORT
Regular Agenda – Non Public Hearing Item

PC Staff Report
10/27/2010

ITEM NO. 6A ANNEXATION OF 51.13 ACRES; SOUTHWEST CORNER OF N 1800 ROAD AND E 1000 ROAD (SLD)

A-9-3-10: Consider an Annexation request of approximately 51.13 acres, located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended). Submitted by Venture Properties, Inc., property owner of record.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

Staff recommends that the City Commission approve the requested annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Reason for Request: *"This property has recently received a favorable staff review as an industrial site by city and county staff and a potential user of the site. It is in the urban growth area of Lawrence. It is designated for industrial uses in Horizon 2020 and the K-10/Farmer's Turnpike Plan.*

It is bounded by the Kansas Turnpike, a future industrial site, the Farmer's Turnpike and Queens Road; providing excellent transportation for an industrial site.

KEY POINTS

- September 21 of 2010, City Commission received annexation request.
  - Requests more than 10 acres are referred to the Planning Commission for a recommendation.
- This request includes approximately 51 acres to allow for industrial development.
- The property is located within the Lawrence Urban Growth Area.
- This request is accompanied by a rezoning request for IG (Z-9-13-10).

COMPREHENSIVE PLAN FACTORS TO CONSIDER

- Horizon 2020 – Chapter 4, Growth Management
- Horizon 2020 – Chapter 7, Industrial Development and its pending revisions
- Horizon 2020 – Chapter 8 Transportation and its pending revisions
- Horizon 2020 – Chapter 14 Specific Plans
- Sector Plan – K-10 and Farmer's Turnpike Plan

ASSOCIATED CASES OR OTHER ACTION REQUIRED

- Amended "Chapter 7 – Industrial and Employment-Related Land Use" Planning Commission on July 26, 2010, by Resolution No. PCR-6-4-10.
  - City Commission consideration of Comprehensive Plan Amendments scheduled for October 12 and 19, 2010.
  - Douglas County Board of County Commissioners tentatively scheduled consideration of Comprehensive Plan Amendments on October 27, 2010.
  - Publication of ordinance/resolution Chapter 7 – Industrial and Employment-Related Land Use anticipated early November 2010.
- After City Commission receives the Planning Commission's recommendation concerning the annexation request, City Commission may consider passing a resolution requesting the Douglas County Board of County Commissioners make a finding pursuant to state statue that, *"the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county."*
- The Board of County Commission will consider the City's request to make the necessary findings, if appropriate and notify the City of its decision.
- Adoption by City Commission of an ordinance annexing the property.
- Notice to Rural Water District No. 6 of the City's intent to annex.
  - City Commission authorized the City Manager to provide notice of the City's intent to annex the land to Rural Water District No. 6 on September 28, 2010.
  - Notice mailed to RWD No. 6 on September 29, 2010.
  - Staff meeting the Donald Fuston, Rural Water District Board Chair.
- Approval by City Commission and publication of Z-9-13-10 (A-1 to IG).
- Subdivision approval required as a pre-development step.
- Site plan approval required as a pre-development step.

PLANS AND STUDIES REQUIRED

- *Traffic Study* – Not required at this time.
- *Downstream Sanitary Sewer Analysis* – Not required at this time. End user required for analysis
- *Drainage Study* – Not required at this time.
- *Retail Market Study* – Not required at this time.

ATTACHMENTS

- Area map.
- Memo to City Commission – annexation referral
- Staff memo regarding notice to Rural Water District No. 6.
- City Commission minutes from September 21, 2010.
- Land use map – K-10 and Farmer's Turnpike Sector Plan.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- Jim Haines and Marguerite Emerling spoke in opposition to referring the annexation request to the Planning Commission at the City Commission on September 21, 2010.

EXISTING CONDITIONS

Current Zoning and Land Use:	County A-1 (Suburban Home Residential) District; existing agricultural field.
Surrounding Zoning and Land Use:	To the north; A (Agricultural) District; existing farms and residences.
	To the south; A-1 (Suburban Home Residential) District; Oak Ridge Estates Subdivision. Includes developed and undeveloped residential lots and Morningstar Christian Church.
	To the east; A (Agricultural) District; existing field.
	To the west; A (Agricultural) District; existing field and residences.

Site Summary

Gross Area:	51.13 acres
Area Requested for Annexation:	51.13 acres
Urban Growth Area:	Service Area 4 as identified in *Horizon 2020.*

Project Summary:

This request is for industrial development. Annexation is a pre-development step.

Annexation Procedure

Kansas Law [12-519 *et seq.*] provides for annexation by ordinance of the City Commission. Lawrence City policy requires the Lawrence-Douglas County Metropolitan Planning Commission to review and make recommendations on all annexation requests in excess of ten acres. Upon annexation, the property is required to be rezoned to a compatible City zoning district. This request is accompanied by a rezoning application for IG.

Because this property is not adjacent to the city it is considered an "island" annexation. Additional requirements for this type of annexation include County Commission consideration and determination that the proposed annexation, *"will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county."* This action is required prior to the passage and publication of an ordinance by the City annexing the property. Additionally, notice of the City's intent to annex the land, along with its plan for the provision of water service to the land being annexed is required to be sent to the Rural Water District serving the property not less than 60 days prior to the effective date of an annexation ordinance.

The subject property is currently served by Rural Water District No. 6. Kansas Statutes require the city to purchase the property, facilities, improvements and going concern value of the facilities, if any, of the district if the City designates a different water supplier to the land proposed to be annexed. The possibility exists that the site will continue to be served by Rural Water District No. 6 or another water supplier prior to the City of Lawrence extending city water service to the site.

The City of Lawrence Administrative Annexation Policy (AP-74) requires that the costs associated with compensation to a Rural Water District be paid to the City by the annexation applicant for Rural Water District facilities serving the property to be annexed. The subject property is served by Rural Water District No. 6.

General Location and Site Characteristics:
The property is located on the south side of N 1800 Road (Farmer's Turnpike). The property is bounded along the south side by I-70 Kansas Turnpike and on the east by E 1000 Road (Queens Road). The property does not adjoin existing City limit boundaries along any property line.

- The area is currently farmed and includes two small areas with vegetation along the low lying drainage areas of the site.
- The property is located within the existing Lawrence Urban Growth Area and approximately 1 mile east of the Lecompton-K-10/I-70 interchange.

The property is currently zoned county A-1 (Suburban Home Residential). A residential subdivision was preliminarily platted for the property but expired. No additional platting of the property has been approved. This same zoning is located on the south side of the Kansas Turnpike. A platted residential subdivision and an existing church are located south of the Turnpike. Scattered rural residences can also be found along the County roads in the vicinity of the property.

The property is gently sloping from the northeast to the southwest with a stand of trees in the lowest areas consistent with the natural drainage of the site. The property is not encumbered by steep slopes or by regulatory floodplain.

Horizon 2020 recognizes the importance of high-quality agricultural land and that it is a finite resource. Within Douglas County the soils classified as type I and II are referred to as the capability class (chapter 7 *Horizon 2020*.) This site includes a portion of type II soils along the south side of N 1800 Road and extending to the southwest on the interior portion of the site, but contains no type I soils. This annexation request includes approximately 16.25 acres of type II soils on the subject property.

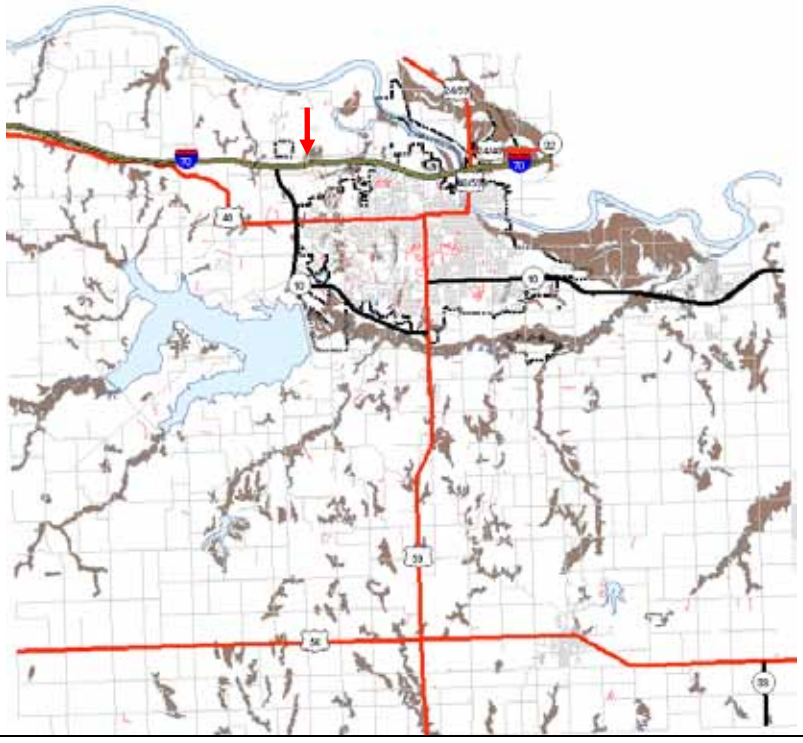


Figure 4. Locations of sites of 20 acres or more with Class I and II soils in Douglas County. Subject area shown with arrow.

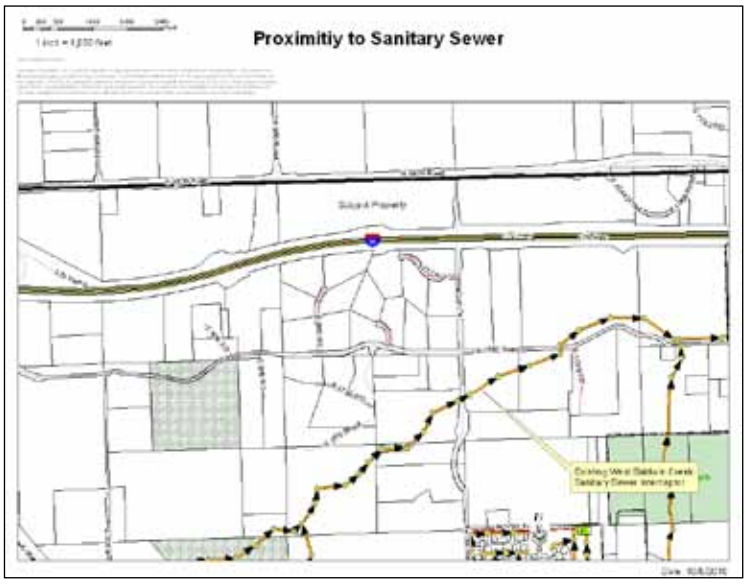
While the subject property contains class II soils, the soils are isolated and exist in a strip pattern and in small amounts relative to areas where significant contiguous amounts exist in Douglas County, such as are found in Grant Township. When weighing the goal of protection of class II soils for this specific location against the transportation system and the criteria that supports industrial land use, the property is well suited for industrial development.

Infrastructure and Utility Extensions

This section of the report addresses the existing and future utility infrastructure serving this site. This property is located in the unincorporated area of Douglas County. Development of the property requires extension of municipal City services or development of an interim service plan.

Sanitary Sewer

Sanitary sewer is not currently extended to this property. Such extension is necessary to support urban development. Details regarding the end user or users are required to assess downstream impacts on the utility. A specific development proposal has not been submitted.



The city is engaged in updating the Wastewater Master Plan. This study is not yet complete. Basic land use was provided to the Utility Department for the study based on the recently adopted K-10 and Farmer's Turnpike Plan. Anticipated uses include industrial development. This broad land use designation does not necessarily convey a specific amount of generated wastewater because data is use specific.

Items for consideration of public sanitary sewer service include the following:

- *City initiated master plan updated anticipate completion of study Spring 2011*
- *Option for single user vs. multiple users*
  - *Waive code standards to accommodate rural type development for temporary time period. This would allow some type of on-site treatment. The method of disposal would depend on the amount to be managed.*
  - *Coordination with the County Health Department and or KDHE regarding on-site management options.*

While an interim plan may be feasible for a single user, such a plan may not be appropriate for multiple users. A specific study of the watershed will be required to assess impacts on the current

municipal system and evaluate designated capital improvement projects that may be affected by development. Extensions of sanitary sewer mains are required for urban development. Approval of sanitary sewer public improvement plans are typically a requirement of the subdivision process.

Water

Extensions of water mains and adequate fire flow are required for urban development. Existing urban service is over 1 mile from the subject property. Rural Water District No. 6 has a facility located along N 1800 Road. Rural Water District No. 1 has a line located along N 1750 Road to the south of the property. (See page 2-7 *K-10 and Farmer's Turnpike Plan*)

The City's plan for providing water service to the 51 acres owned by Venture Properties, Inc. is to permit Rural Water District No. 6 to provide water service to the annexed area. The City could amend its current contract with Rural Water District No. 6 to supply the rural water district with additional water, if the rural water district deems it necessary for it to provide the 51 acres of land with adequate water. If Rural Water District No. 6 is unwilling to supply the property with water at the service level required by the property owner, or if the City and District cannot agree to a contract for the provision of additional water from the City, the City will designate a different water supplier. Rural Water District No. 1 may be amenable to supplying water to the area proposed to be annexed.

Items for consideration of public supply of water include the following:

- *Option for single user vs. multiple users.*
- *Quality of service for long run with single user.*
- *Synergy of development required to generate sufficient demand for service and to maintain quality.*
    - *Waive code standards to accommodate rural type development for temporary time period. This would allow a rural water district to provide service to the annexed area.*
    - *Amend current contract to assure available quantity of water available for development. This could include modifications to the existing agreements between the rural water district and the city regarding water supply.*

While an interim plan may be feasible for a single user, such a plan may not be appropriate for multiple users. A specific study of the water demand will be required to assess impacts on the current municipal system and evaluate designated capital improvement projects that may be affected by future development. Extensions of water mains are required for urban development. Approval of water line public improvement plans are typically a requirement of the subdivision process.

Stormwater
The property includes natural drainage ways across the property that flows generally from the northeast to the southwest. Regional detention is recommended for each watershed as areas develop. No such plan has been developed for this area at this time. Approval of stormwater public improvement plans are typically a requirement of the subdivision process.

Items for consideration of stormwater management include the following:
- *Regional Detention with development application.*
- *Easements for stormwater conveyance.*
- *Submission of a drainage study to assess the downstream impact.*
- *Assessment of the drainage structure at I-70 on the south side of the property.*

Public Rights-of-way
This segment of N. 1800 Road is also a designated principal arterial street. The same is true for E. 1000 Road. This designation will impact dedication of rights-of-way, access, and spacing with future development applications. The property is located within the vicinity of the I70/K-10 interchange. *Transportation 2030* identifies N 1800 Road as a Lawrence minor gateway. As such special attention will be merited during the development phases of the property to assure compliance with applicable design standards. Width of right-of-way along with necessary access control and geometric improvement considerations are typically assessed as part of the subdivision and site plan development processes.

Items for consideration of public streets and roads include the following:
- *Future improvements to KTA ROW for I-70 expansion.*
- *Road Maintenance N 1800 Road and E 1000 Road including snow removal.*
- *Geometric improvements with development.*
- *Access control with development.*
- *Dedication of ROW with subdivision platting process.*
- *Submission and review of a traffic impact study.*

Development of the area would include an assessment of roadway improvements abutting the property. Dual naming of such boundary line roads, maintaining both county and city names, for addressing purposes may be necessary for those properties outside of the annexation boundary.

KTA was advised of the proposed development. They have indicated that right-of-way needed for a future widening project has all ready been acquired. No additional right-of-way needs are anticipated. Additional review will be provided with subdivision plats and site plans for the property in the future.

Internal circulation and access to the abutting roads will need to be addressed with a specific development proposal. A traffic impact study will be required to evaluate proposed access options, separation requirements, geometric improvements, and similar items both internally and as development relates to the surrounding road network. No direct access is permitted to arterial

roads, per the Land Development Code, unless the City Engineer grants a waiver from this requirement which would be necessary given that the property is bounded by two arterial roads. A specific development plan has not been submitted to assess the full scope of transportation issues for this property. Street intersection spacing will be critical as the area develops and should be designed initially for best efficiency.

Emergency Responses Services
Key services include 911, fire protection, and police protection. The site is currently served by the County-wide 911 emergency medical response. Building addressing and street naming, as well as coordination of services between the City, County, and township providers, will be required and continuously reviewed throughout the development process.

Fire protection will depend on the proposed use, construction type, and available fire suppression systems for the site. Fire protection is also related to the availability of a municipal supply of water or some type of on-site storage device, to meet a minimum threshold. A similar request to the northwest of this site proposed an on-site water tower to aid in fire protection. This same method could be considered depending on the end user of this site. Assessment of services and fire protection will be required as part of a specific development proposal. Limited services to the site may limit future development in terms of size or intensity dependent upon the end user or users of the site.

Items for consideration of emergency responses include the following:
- *Adequate fire protection.*
- *Single user versus multiple users.*

Private utilities (Electric, gas, phone, etc)
Electric, phone and gas extensions will be made to this property as it develops. Specific development proposals are needed to determine services required for a specific user. Utility providers have been made aware of the proposed request. Westar provided the following comments during the review: *Only 1-phase service exists in this area. The closest 3-phase line is one mile east of this location that is capable of supporting a small load with installation of larger conductors for more ampacity. If this is a large industrial user, depending on load, upgrade to the 3-phase line (bigger wires) may be needed to carry the current service, which would then be 2 miles east of this location.* Generally the property can be served by private utility providers.

School facilities
The property is located in the Perry Lecompton school district (USD 343). The school district has been advised of this request.

COMPREHENSIVE PLAN:
Several chapters of *Horizon 2020* are applicable to this review. Applicable chapters include growth management, industrial development and transportation concerns. Additionally, the property is within the boundary of the *K-10 and Farmer's Turnpike Plan*.

Horizon 2020 – Chapter 4 Growth Management
Per map 3-1 in Chapter 3 of *Horizon 2020*, the General Plan Overview, and outlined in Chapter 4, Growth Management, the property is located within the Lawrence Urban Growth Area. Specific land uses for the area are identified in the *K-10 and Farmer's Turnpike Plan*. Growth management policies address the need to evaluate the development with respect to the provision of services,

protection of topographic and drainage features, and applicable land use criteria. *Horizon 2020* gives priority to properties that abut existing city limits and to voluntary annexation.

Horizon 2020 allows for the initiation of development within Service Areas, 2, 3, and 4 prior to the full build-out of Service Area 1 when wastewater capacity is clearly available; a plan for interim development for the provision of rights-of-way and easements is complete; and when comparable build-out of Service Area 1 has been addressed.

- The property does not abut existing city limits.
- This request is within the urban growth area and represents a voluntary request.
- Urban services are not currently available to this site.

Horizon 2020 also gives priority to developments that are consistent with adopted utility plans. General policies related to growth management address the need to evaluate the proposed development with respect to the provision of services, protection of topographic and drainage features and with respect to land use criteria. Additional detail is needed to assess these elements including a sanitary sewer impact study, service delivery plan for water and other utility extensions and public services such as fire protection. Additional information is needed regarding the extension of any interior street network to service this property. Reasonable options exist to address all of these elements as development progresses.

Horizon 2020 – Chapter 7 Industrial and Employment-Related Land Use
Existing: A key strategy related to industrial development states:

- *Increase community involvement in economic development activities, by partnering with the local business community and area educational institutions to bring new technology and investment to the region for the purpose of meeting the economic development job growth goal of securing twenty thousand new jobs in Douglas County by 2020.*

Approval of this request facilitates opportunities for industrial development consistent with adopted plans.

The existing Chapter 7 does not include the specific area. However, the recently adopted *K-10 and Farmer's Turnpike Plan* has been amended into *Horizon 2020* and includes the area as a future industrial site. A key strategy in *Horizon 2020* supports the development and increase in the number and diversity of jobs for the entire community (Douglas County as a whole).

Previous revisions to Chapter 7 brought together the importance of the natural environment and a diversified economy as a tool for development consideration. A feature of the plan is stated as follows: *Encourage site availability, site improvements, and community amenities which best respond to the market demands for industrial and business development while maintaining the community objectives for the type and quality of such development*.

- The chapter also defines various types of industrial uses.
- A specific development application has not been submitted.
- Recent changes to *Horizon 2020* include adoption of the area plan (K-10 and Farmer's Turnpike) and pending approval of revisions to Chapter 7 which references this sector plan.

Horizon 2020 – Chapter 7 Industrial and Employment-Related Land Use
Draft: Specific location criteria are included in Chapter 7. The plan has been updated (pending final approval and publication) to reflect the changes affected by the adoption of the *K-10 and Farmer's Turnpike Plan*. The proposed annexation request is located within the revised I-70 and K-10 description for new industrial areas. The Planning Commission considered these changes in July 2010. The City and County Commissions are scheduled to consider the revisions to the Comprehensive Plan during the month of October 2010.

The plan locational criteria for future industrial development were not altered as part of the recent changes. The proposed request complies with the locational requirements outlined in Chapter 7 including location within the UGA, feasible access to highway networks, and adequate size of land, outside of the regulatory floodplain and minimal average slopes.

Horizon 2020 – Chapter 8 Transportation
The transportation chapter provides goals and policies related to development and recognizes the relationship of transportation and land use planning. The plan acknowledges the importance of pedestrian and bicycle access as modes of transportation. Multi-modal transportation (rail and air), as well as ground transportation, are elements of consideration for development. More detail about transit recommendations is contained in *Transportation 2030*. A key feature of both plans is the balancing of land use, transportation, and environmental needs. As noted in previous sections of this report, N 1800 Road is a designated gateway. This will necessitate additional review as part of the plat and site plan process to assure quality development consistent with plan recommendations.

Goals addressing multi-use trails, sidewalks, and alternative modes of transportation can be implemented with specific development proposals. The requirements for traffic impact studies at the site specific level and the larger planning area are needed to identify necessary capital improvements to service the surrounding area as it develops. Assessment of land use will both predict and prescribe appropriate types of access needs. Detailed plans are needed to implement transportation goals and policies listed in *Horizon 2020*.

The proximity of the property to highways and arterial streets provides opportunities to develop the property with higher intensity uses that both need and can be served by excellent access.

The Transportation Plan notes long-term plans for widening I-70 (KTA facility) from 4 lanes to 6. Both KDOT and KTA have been advised of this request. Additional review of the property related to dedications of easements and rights-of-way will be evaluated as part of the subdivision and site plan process.

K-10 and Farmer's Turnpike Plan
This sector plan was adopted and published in 2009. The plan includes the subject property and designates the area as suitable for industrial development. Goals and policies of the plan support development that promotes additional employment opportunities and tax base expansion. The plan recommends development to urban densities while taking care to respect and protect the natural features currently in place in the area as a whole.

Industrial development is intended for, "*moderate to high-impact uses including large scale or specialized industrial uses geared toward utilizing K-10 Highway and I-70 for materials transportation."*

Policies for development specifically address property along N 1800 Road. The plan states: *Structures along N 1800 Road (Farmer's Turnpike) should present a front face to N 1800 Road to add to the high quality aesthetics encouraged in the gateway*.

The plan further addresses gateway treatments, access, and circulation depending on the traffic generated and the size of land involved in a development proposal. These criteria will be further evaluated with future development applications for a specific user.

Summary Finding of Comprehensive Plan Review: This request is consistent with recommendations regarding future industrial development in the area. This request is consistent with recommendations that development occur within designated urban growth areas. The lack of available sewer and water service limits development opportunities for the property in the immediate future unless specific agreements for alternate service can be made.

DISCUSSION OF LAND USE AND REQUEST:
Annexation is an initial step of the development process. It is clear that development will be limited by the services available to support an end user. Additional agreements and approval must be executed regarding water supply and wastewater disposal.

Horizon 2020 supports a definitive approach that utility services and major street improvements should be in place prior to development. Significant municipal utilities must be extended to serve this area to support urban development.

Growth management is defined in *Horizon 2020* as the primary tool for ensuring timely and orderly growth. This tool includes establishment of an Urban Growth Area, service delivery areas and specific annexation policies.

Annexation Policy number 1 states that the "*City of Lawrence will actively seek voluntary annexation of land within the Urban Growth Area as development is proposed."* The subject property is not immediately contiguous to existing city limits. Contiguity, as recommended per Annexation Policy number 2, is not provided for in this application. The Comprehensive Plan supports a proactive annexation plan that ensures adequate facilities and services. The Plan specifically recommends annexation of "*areas which are needed to complete sewer or water line extensions for a closed (looped) system*" per Growth Management Goal 3, Policy 3.2.a. The proposed request is inconsistent with this recommendation for annexation. Progressive annexation from existing boundaries northward is needed to fully comply with this recommendation. However, it should be recognized that some industrial uses can exist without City infrastructure and that adequate urban facilities and services could be provided if deemed necessary and if made a priority by the governing body.

The subject property is located within City of Lawrence Urban Growth Area. *Horizon 2020* supports the provision of adequate facilities and services or assurances of adequate facilities in connection with development. Public and private utilities must be extended and/or upgraded to serve this area. Sanitary sewer, water, off-site stormwater, and roadway improvements need to be identified and planned for extension and improvement for both the short term and long term delivery.
It is important to note that other policies, mostly contained in Chapter 7 (*Industrial and Employment-Related Land Use*) and its revisions support the subject site as a key industrial site in the city's future. Staff recognizes that while it will take time and effort to provide utility and other infrastructure to the general area, there is opportunity to plan for and permit some amount of development in the area so that any new construction meets the City's code requirements. This

ensures that when the area does develop to urban densities, it more seamlessly fits into the urban pattern. The I-70 interchange and surrounding area will be an important economic generator for the region and planning today for its eventual build-out is appropriate and valuable.

CONCLUSION

Horizon 2020 and the *K-10 and Farmer's Turnpike Plan* address land uses, infrastructure, transportation and other development opportunities for the area. Weighing all the policies, *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* support this request.

The development of the subject property requires consideration of adequate timing of providing the necessary infrastructure for basic utilities such as water and wastewater. Development of an interim plan for services, such as continued use of rural water and on-site wastewater disposal, would be required to serve development in the short term and is feasible and prudent for certain industrial uses. Such a plan should be tied directly to specific uses for development to mitigate potential harm to the surrounding area and to assure that adequate provisions are provided for integrating the development into the ultimate system when appropriate. This interim proposal may be sufficient to support a single user. Such a system will need to be assessed for multiple users (land divisions within the 51 acres.)

Staff recommends the Planning Commission forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

Staff recommends that the City Commission approve the requested annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and subject to the following conditions:

3. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
4. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Memorandum
City of Lawrence
Planning & Development Services

TO: **David L. Corliss, City Manager**

FROM: **Planning Staff**

CC: **Diane Stoddard, Assistant City Manager**
Cynthia Wagner, Assistant City Manager

Date: **September 14, 2010**

RE: **Annexation of 51.13 acres**

Please include the following item on the City Commission's September 21, 2010 agenda for consideration:

Requests to annexation of 51.12 more or less.

Background:
On September 13, 2010 Steve Schwada, representing Venture Properties, Inc. submitted an application for annexation and an application for rezoning property located on the south side of N. 1800 and on the west side of E. 1000 Road to IG [General Industrial District].

Per city policy, a request to annex over ten (10) acres should be referred to the Planning Commission for a recommendation.

Action Requested:
Receive annexation request and forward to the Lawrence Douglas County Metropolitan Planning Commission for consideration at their November regular meeting.

Memorandum
City of Lawrence
Legal Department

TO: **David L. Corliss, City Manager**

FROM: **Toni Wheeler, Director of Legal Department**

Date: **September 22, 2010**

RE: **Annexation of 51 Acres – Notice to Rural Water District No. 6**

Staff requests authorization to provide notice to Rural Water District No. 6 of the City's intent to annex approximately 51 acres of land adjacent to Farmer's Turnpike that is in RWD No. 6's service territory. The notice is required by House Bill 2283 passed by the 2010 Legislature and effective July 1, 2010.

Background

At its regular meeting on September 21, 2010, the City Commission received a petition and consent to annexation from Venture Properties, Inc. to annex approximately 51 acres of land immediately south of the Farmer's Turnpike. The City Commission referred the item to the Lawrence-Douglas County Planning Commission for its consideration.

At a future City Commission meeting, the City Commission may consider passing a resolution requesting the Board of County Commissioners of Douglas County to make a finding, as required under state law, that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County. If the Board of County Commissioners makes the necessary findings with respect to the proposed annexation, the City Commission would have the legal authority to adopt an ordinance annexing the land, if the Commission deems it appropriate.

Under HB 2283, the City must provide written notice to Rural Water District No. 6 of the City's intent to annex the land not less than 60 days before the effective date of an ordinance proposing to annex land into the City. The notice to the rural water district must include a description of the land to be annexed and the city's plan for providing water service to the land being annexed.

The City's plan for providing water service to the 51 acres owned by Venture Properties, Inc. is to permit Rural Water District No. 6 to provide water service to the annexed area. The City could amend its current contract with Rural Water District No. 6 to supply the rural water district with additional water, if the rural water district deems it necessary for it to provide the 51 acres of land with adequate water. If Rural Water District No. 6 is unwilling to supply the property with water at the service level required by the property owner, or if the City and District cannot agree to a contract for the provision of additional water from the City, the City will designate a different water supplier. Rural Water District No. 1 may be amenable to supplying water to the area proposed to be annexed.

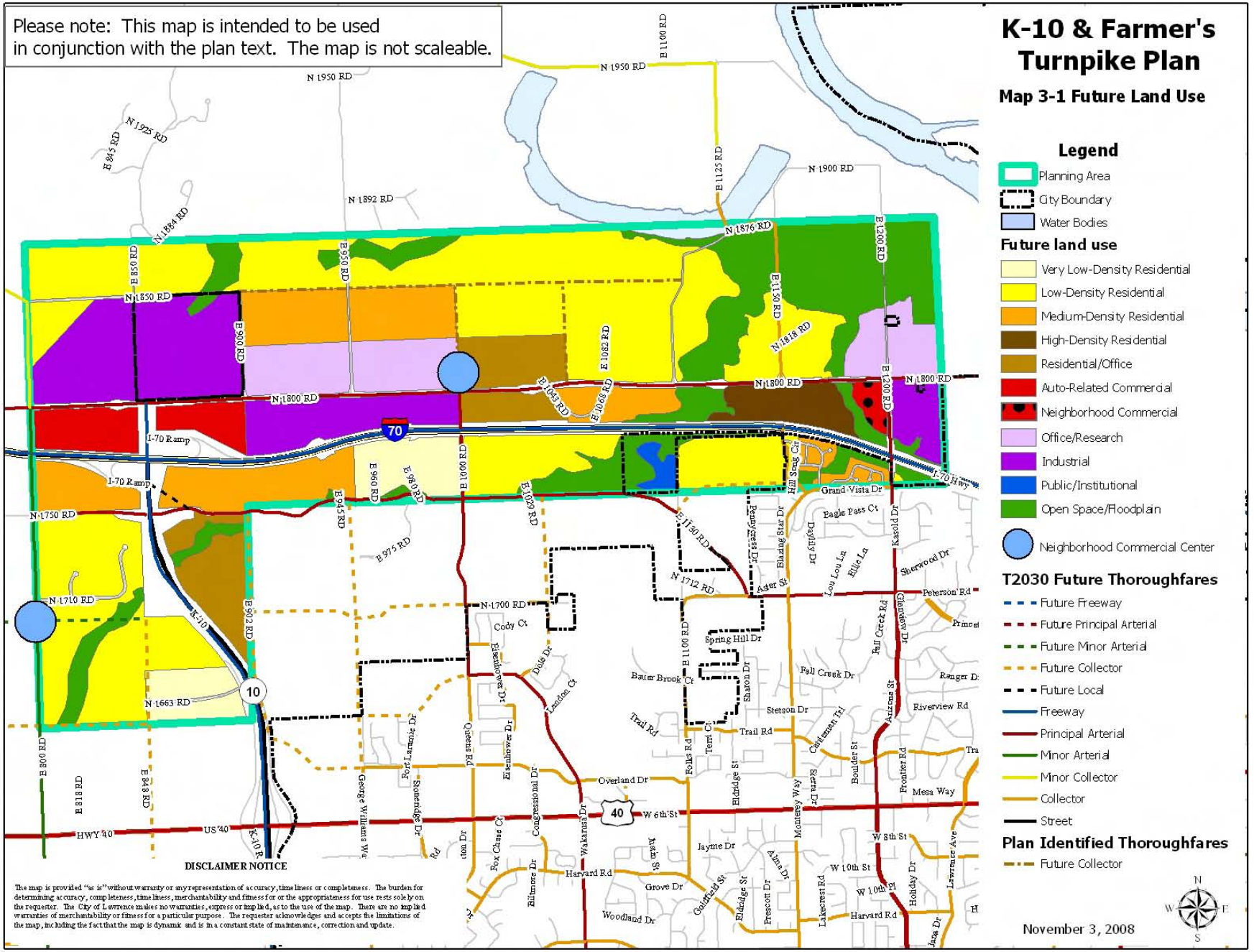
Action Requested

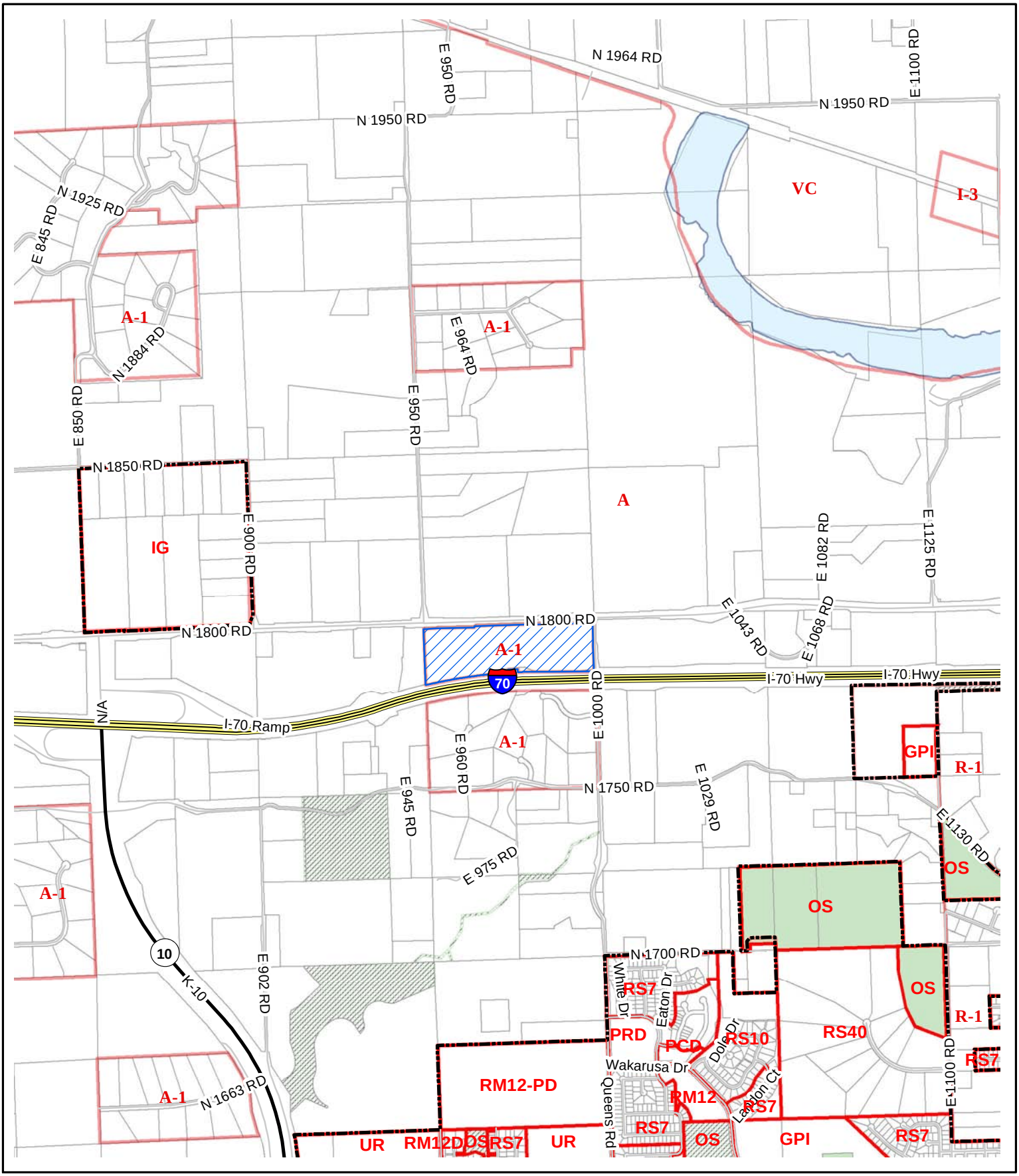
Authorize the City Manager to provide written notice to Rural Water District No. 6 of the City's intent to annex approximately 51 acres of land owned by Venture Properties, Inc. located south of Farmer's Turnpike along with the City's plan for the provision of water service to the land being annexed.

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter (NE¼) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE¼) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE¼); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE¼); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.


Please note: This map is intended to be used in conjunction with the plan text. The map is not scaleable.
K-10 & Farmer's Turnpike Plan
Map 3-1 Future Land Use
Legend
Planning Area
City Boundary
Water Bodies
Future land use
Very Low-Density Residential
Low-Density Residential
Medium-Density Residential
High-Density Residential
Residential/Office
Auto-Related Commercial
Neighborhood Commercial
Office/Research
Industrial
Public/Institutional
Open Space/Floodplain
Neighborhood Commercial Center
T2030 Future Thoroughfares
Future Freeway
Future Principal Arterial
Future Minor Arterial
Future Collector
Future Local
Freeway
Principal Arterial
Minor Arterial
Minor Collector
Collector
Street
Plan Identified Thoroughfares
Future Collector
November 3, 2008
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 rests solely on the requester. The City of Lawrence 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.



A-09-03-10: Annex 51.13 acres
Z-09-13-10: Rezone 51.13 acres from A-1 to IG
SW corner of N 1800 Rd & E 1000 Rd

Lawrence-Douglas County Planning Office
October 2010

N
W E
S

Area Requested

Scale: 1 Inch = 2000 Feet

City of Lawrence
Douglas County
PLANNING & DEVELOPMENT SERVICES

Planning Commission
October 27, 2010

A-9-3-10 Annexation - approximately 51 acres

Z-09-13-10; A-1 to IG

A-9-3-10/Z-9-13-10

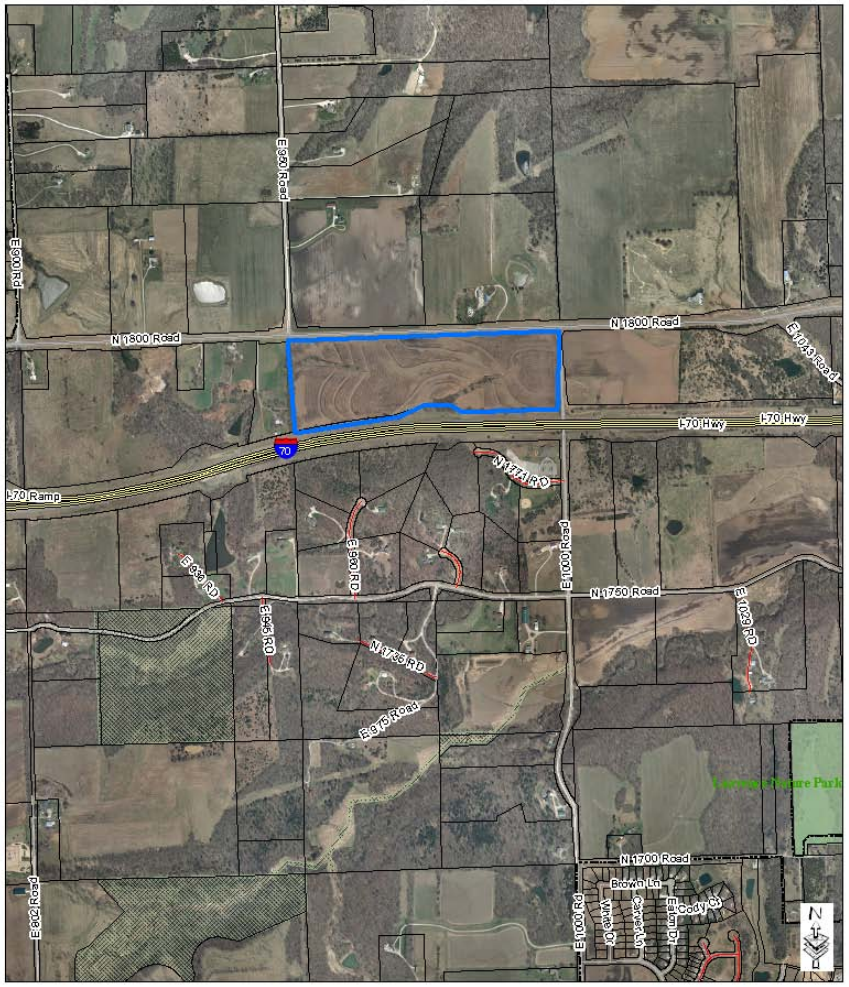
Subject Property

0 250 500 1,000 1,500 2,000 Feet

1 inch = 1,042 feet

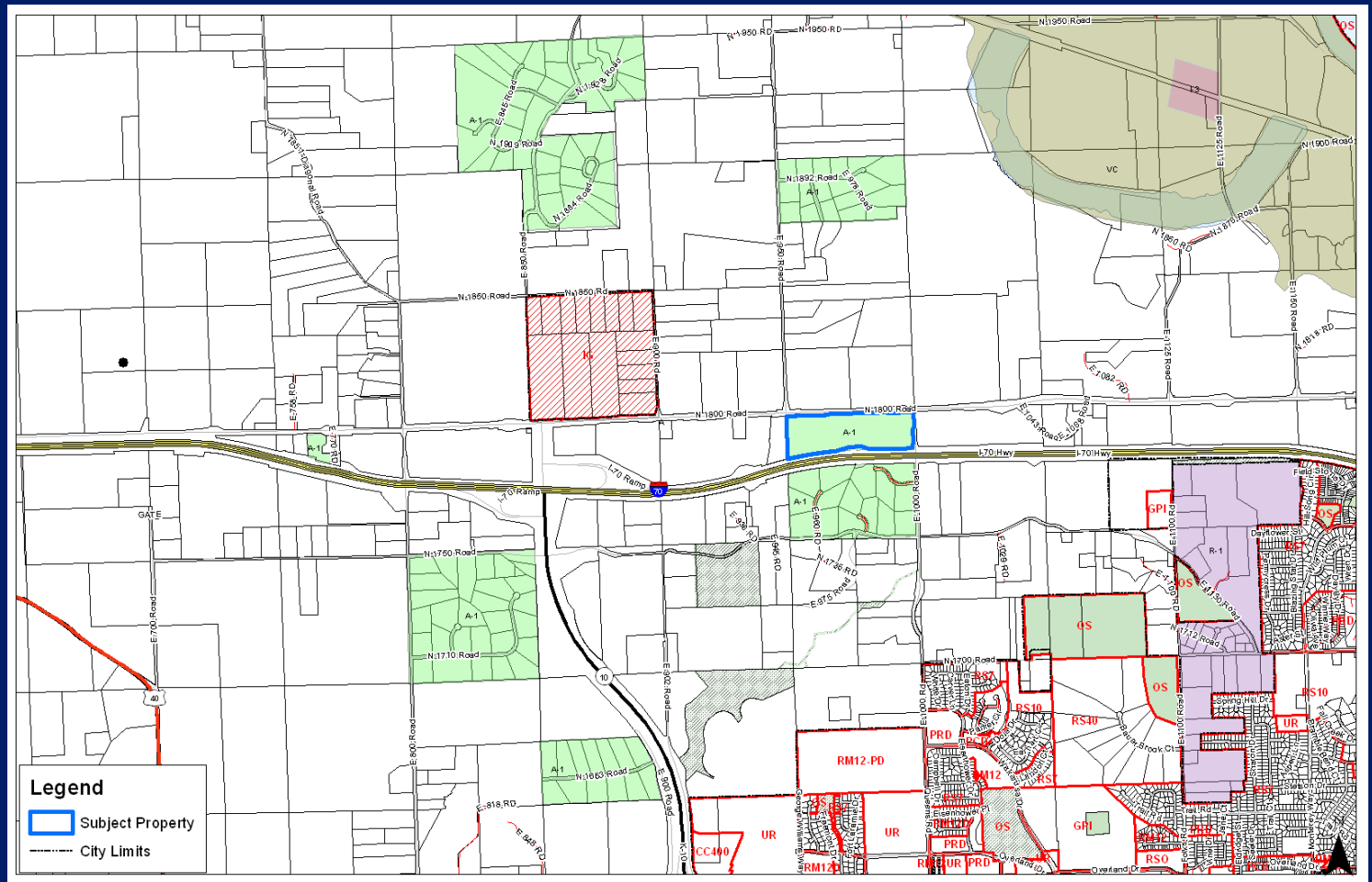
DISCLAIMER NOTICE

Proposed Annexation and Rezoning



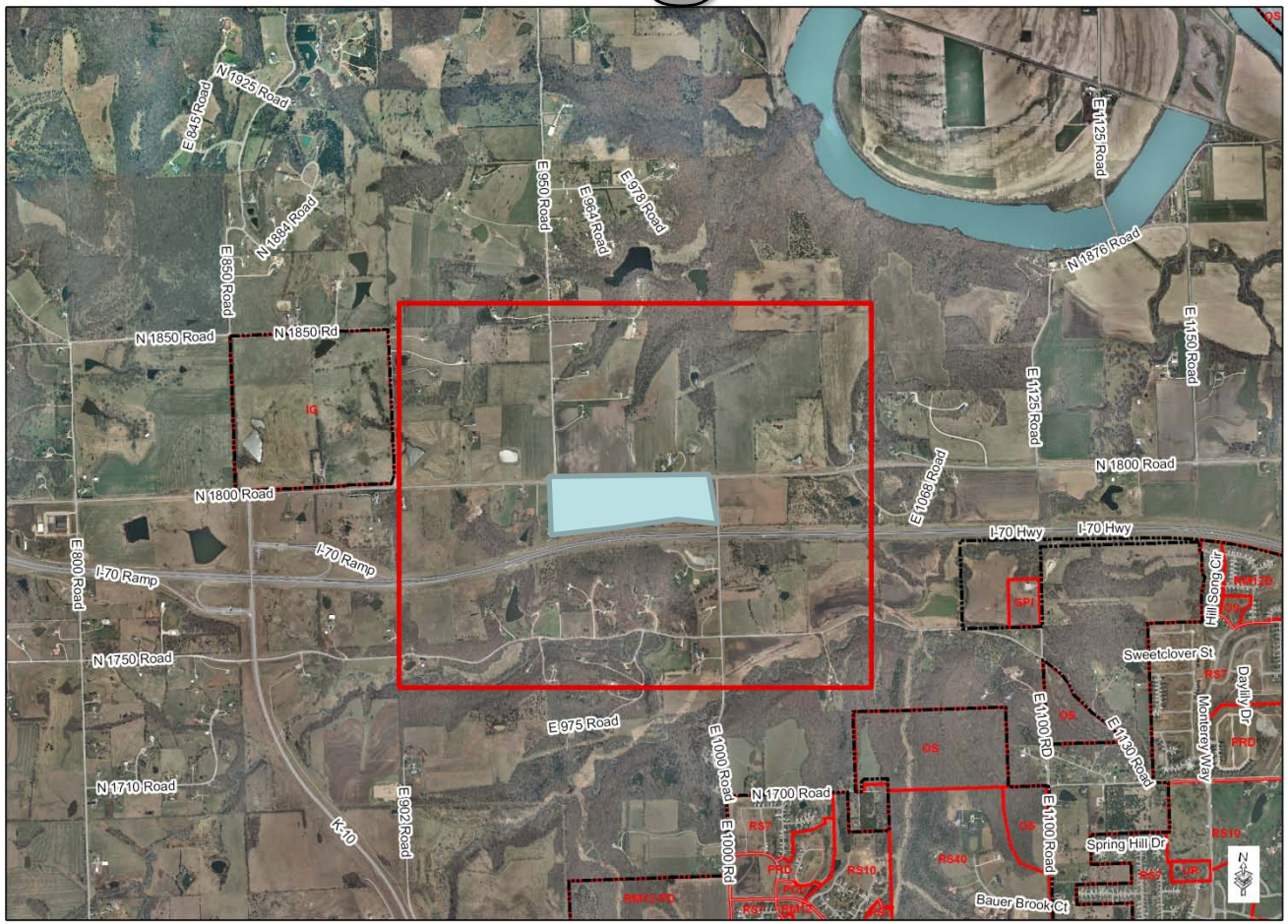
A-9-3-10/Z-9-13-10

Surrounding Zoning



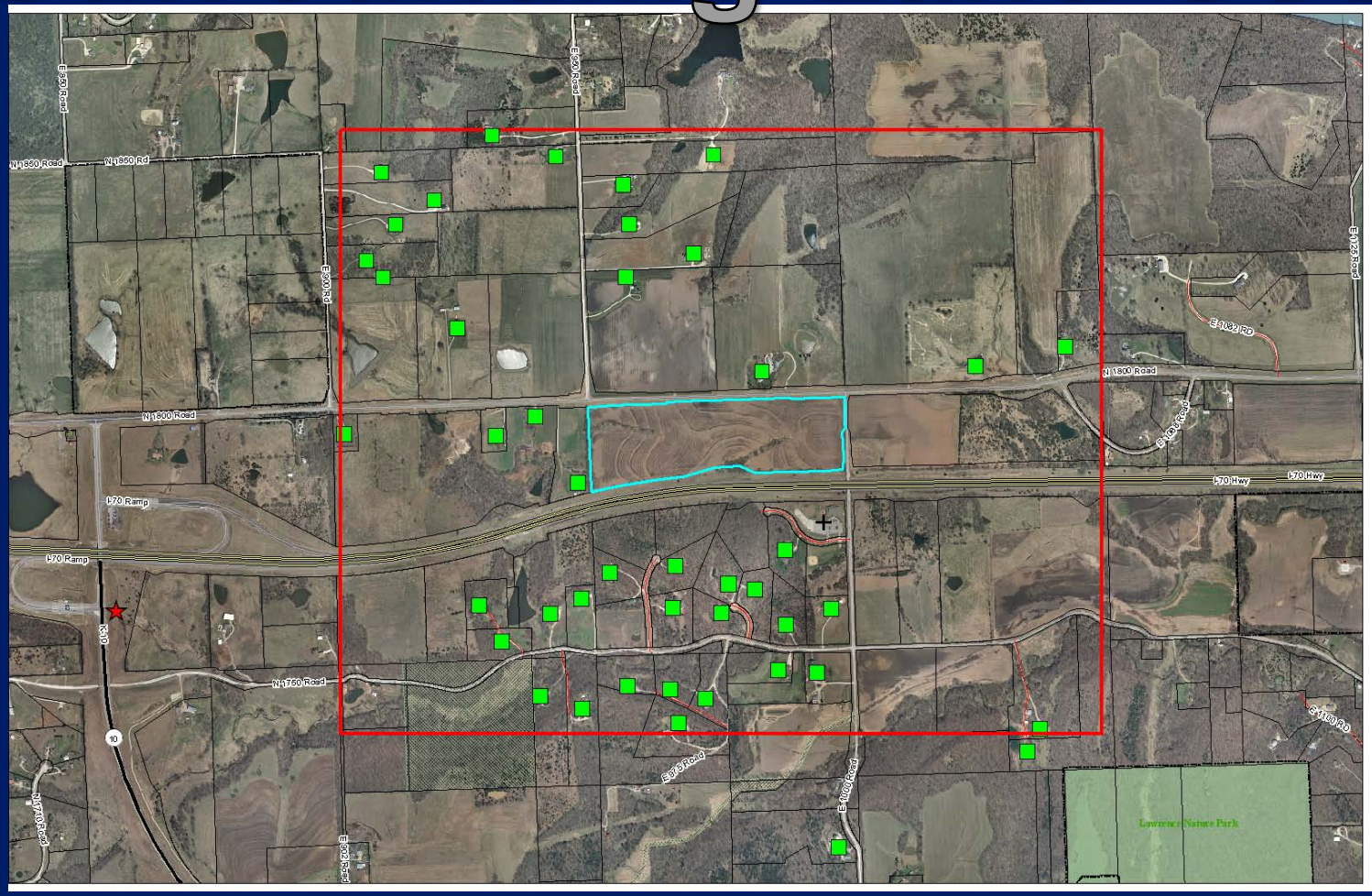
A-9-3-10/Z-9-13-10

Surrounding Land Use



A-9-3-10/Z-9-13-10

Surrounding Land Use



View Looking East along N 1800 Road

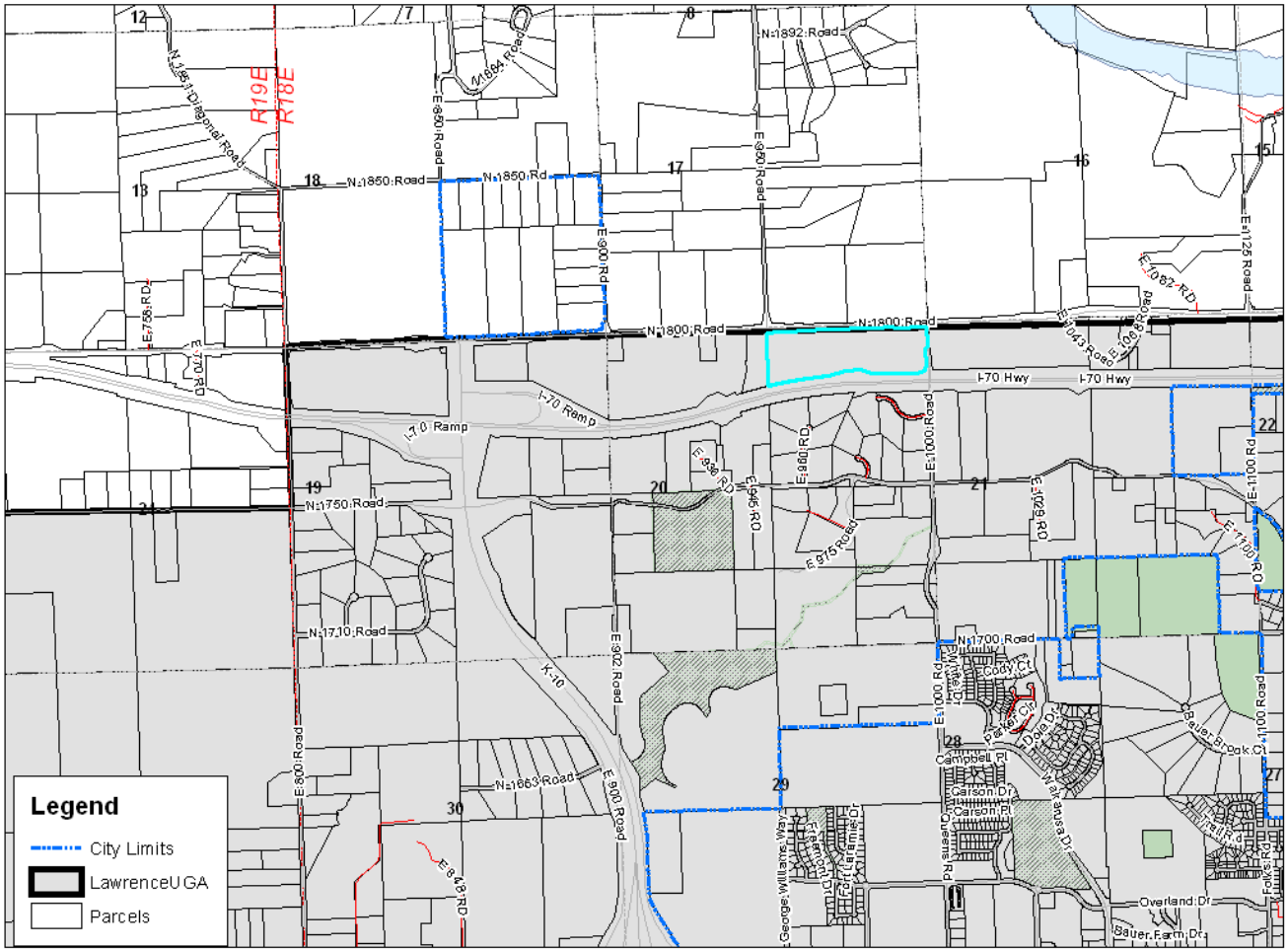
View Looking West along N 1800 Road

View Looking Southwest

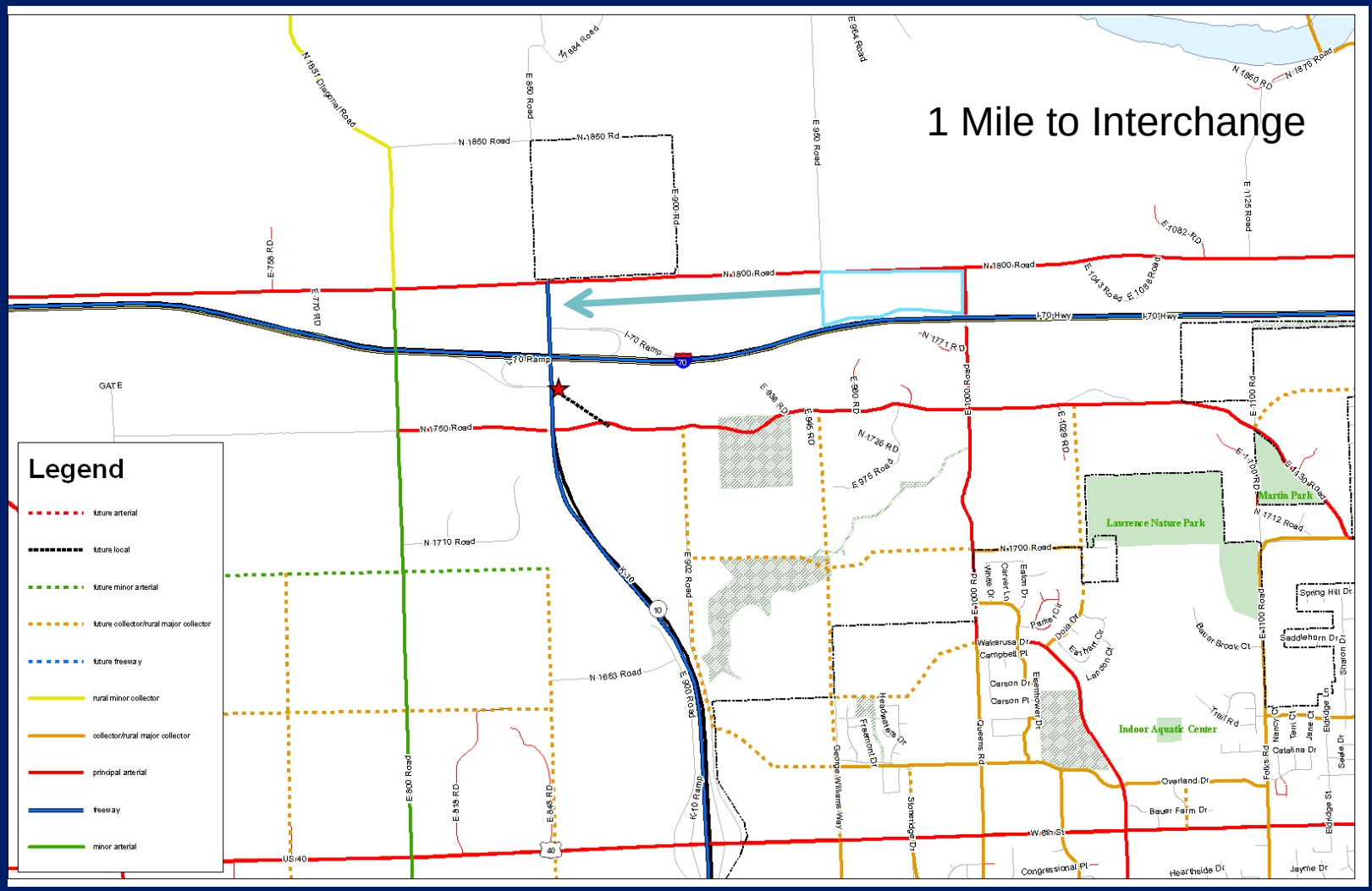
A-9-3-10/Z-9-13-10

Annexation – A-9-3-10; 51 acres

Urban Growth Area



A-9-3-10


1 Mile to Interchange
Legend
future arterial
future local
future minor arterial
future collector/rural major collector
future freeway
rural minor collector
collector/rural major collector
principal arterial
freeway
minor arterial
N 1850 Road
N 1800 Road
N 1750 Road
N 1710 Road
N 1663 Road
I-70 Hwy
I-70 Ramp
K-10
K-10 Ramp
US 40
E 800 Road
E 818 RD
E 848 RD
E 900 Road
E 950 Road
E 964 Road
E 1000 Road
E 1100 Road
E 1126 Road
N 1771 RD
N 1795 RD
E 975 Road
E 926 RD
E 996 RD
E 1082 RD
E 1043 Road
E 1069 Road
E 758 RD
E 770 RD
N 1851 Diagonal Road
N 1850 Rd
E 850 Road
N 1860 RD
N 1876 Road
GATE
Martin Park
Lawrence Nature Park
Indoor Aquatic Center
Spring Hill Dr
Saddlehorn Dr
Bauer Brook Ct
Walvarusa Dr
Campbell Pl
Carson Dr
Carson Pl
Eisenhower Dr
Freemont Dr
Headwaters Dr
George Williams Way
Overland Dr
Bauer Farm Dr
W 6th St
Congressional Pl
Hearthside Dr
Jayme Dr
Folks Rd
Catalina Dr
Trail Rd
Eldridge St
Eldridge Ln
Sharon Dr
Sadie Dr
Nancy Ct
Tom Ct
Jane Ct
Queens Rd
Stranahan Dr
Parma Ct
Dola Dr
Earlham Ct
Landon Ct
Carver Ln
White Dr
Eaton Dr

Proximitiy to Sanitary Sewer

0 260 520 1,040 1,560 2,080 Feet

1 inch = 1,000 feet

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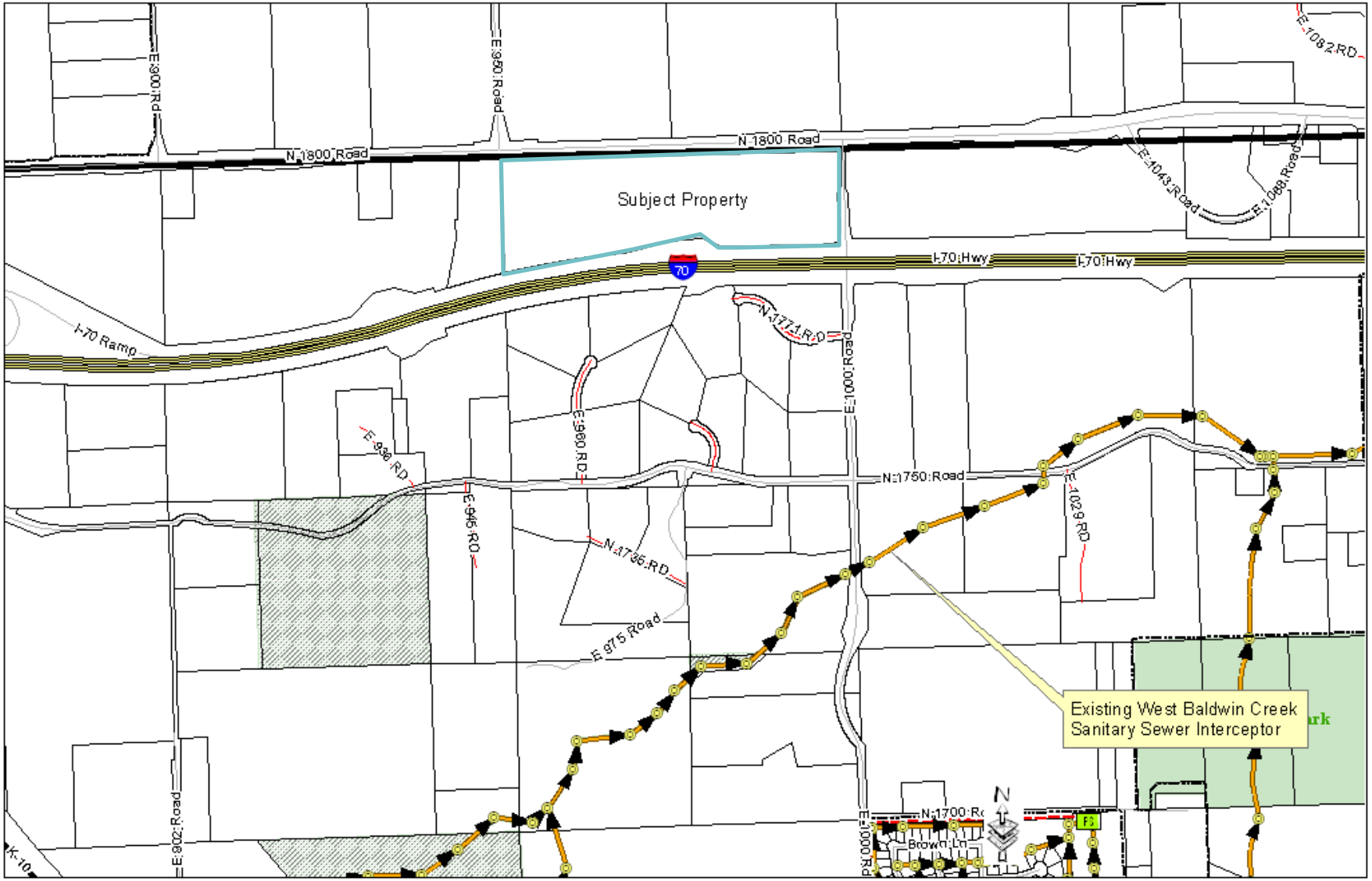

Date: 10/6/2010

Proximitiy to City Water

0 260 520 1,040 1,560 2,080 Feet

1 inch = 1,000 feet

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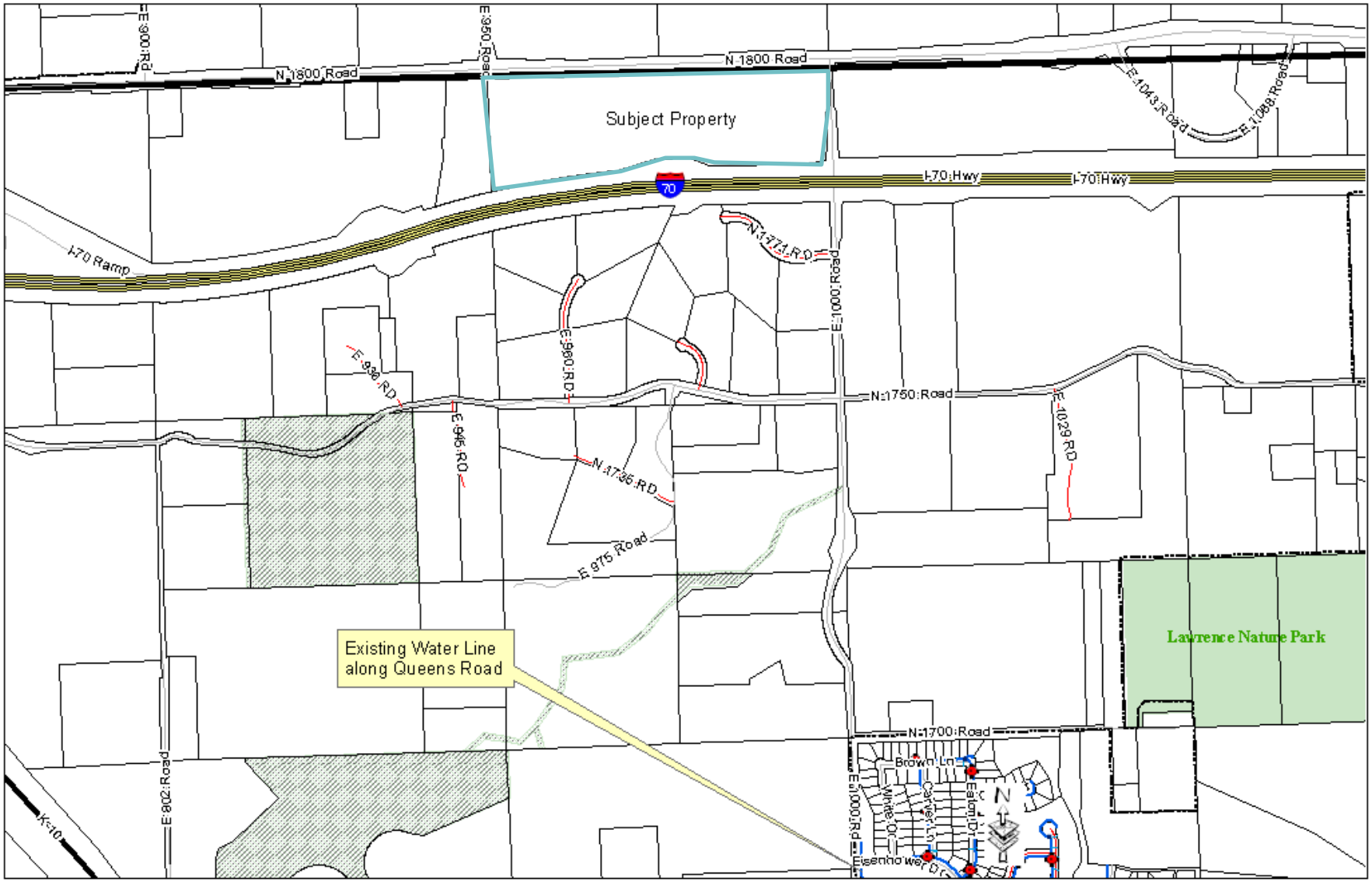
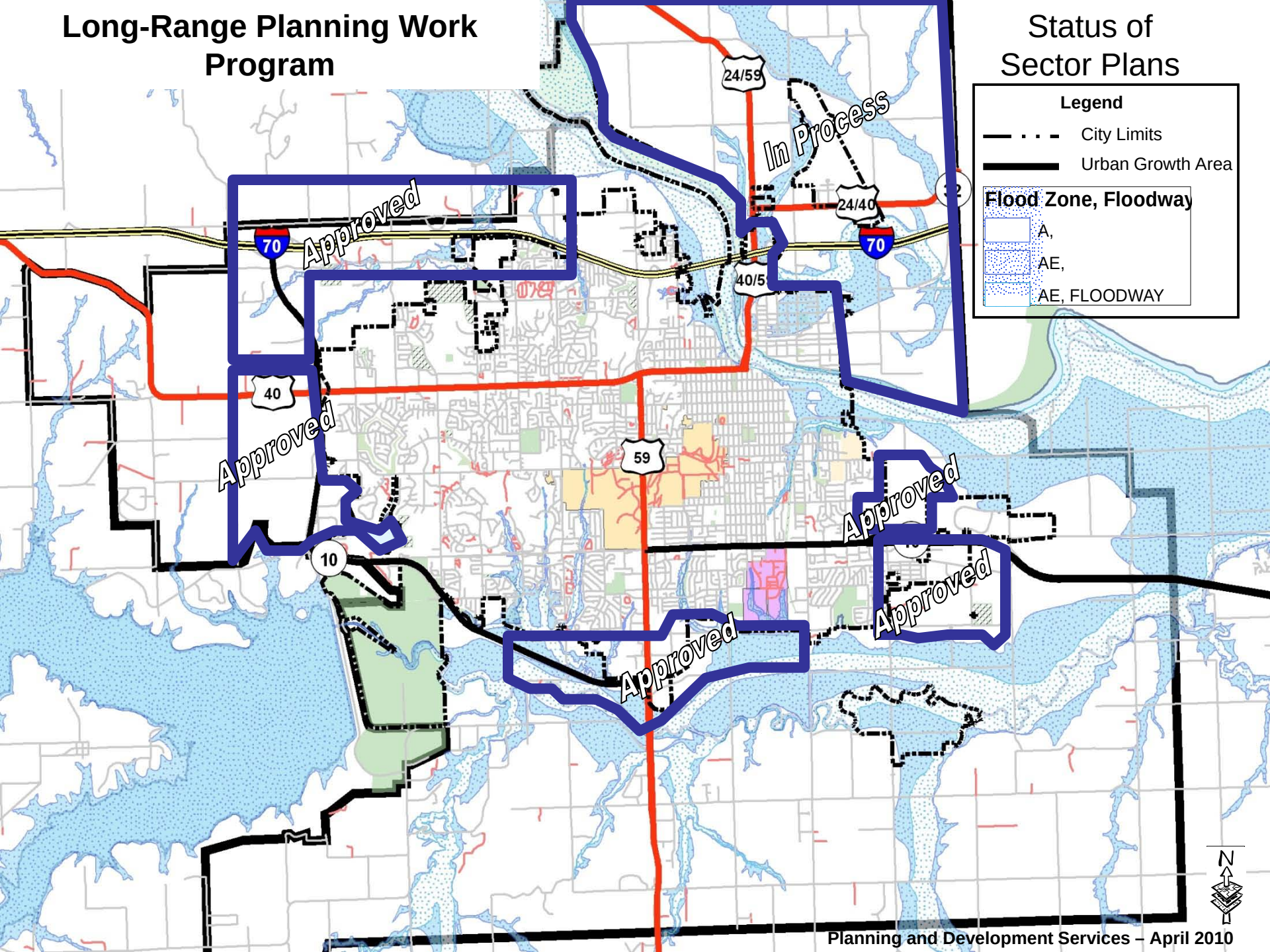


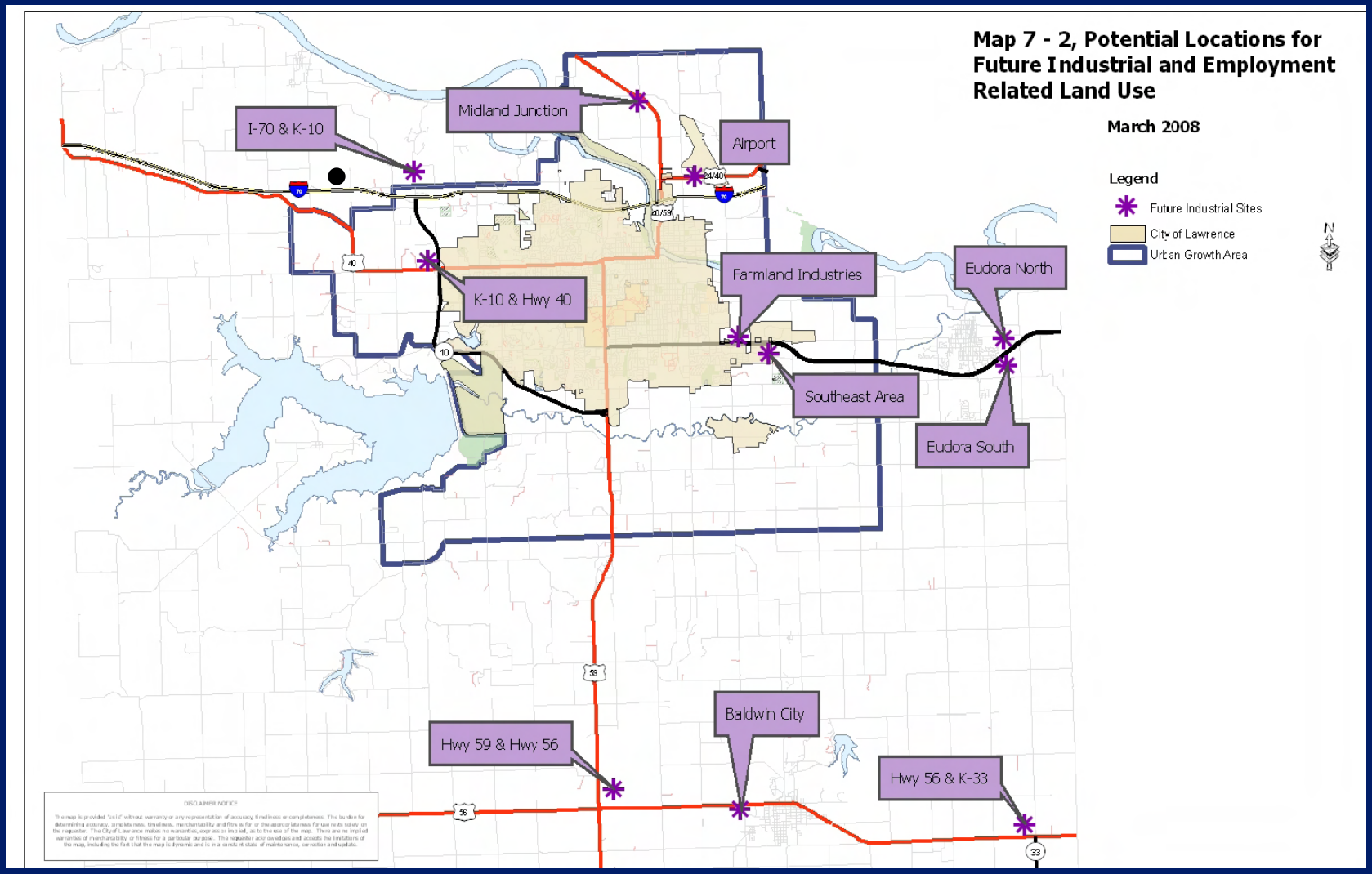
Date: 10/6/2010

Long-Range Planning Work Program



Planning and Development Services – April 2010

Horizon 2020 Map 7-2



Planning Process – K-10 and Farmer's Turnpike Plan

- Process began in February 2008
- Issues & Opportunities Memo released March 27th
  - Approx. 400 letters and emails sent to stakeholders
- Draft completed May 2nd
  - Draft release & public meeting notice (approx. 400 letters and emails sent to stakeholders)
- Public meeting May 15th
  - Approximately 75 people attended
- 2nd draft completed May 23rd
  - 2nd draft release & PC meeting notice (approx. 400 letters and emails sent to stakeholders)
- Email sent to listserv (approx. 88) regarding June Planning Commission meeting May 30th
- Planning Commission meeting June 25th
  - No action taken

Planning Process Cont.

- Email sent to listserv regarding July Planning Commission meeting July 10th
- Planning Commission meeting July 23rd
  - directed staff to meet with a small group to try to reach a consensus
- Workshop meeting August 20th
  - 13 people, 3 staff, and 1 Planning Commissioner attended
- 2nd workshop meeting September 17th
  - Approx. 18 people, including 2 Planning Commissioners and 3 staff attended
- Revised draft posted October 17th
  - Email sent to 117 people on listserv
- Planning Commission meeting October 20th
  - Directed staff to meet a 3rd time with the workshop group
- 3rd workshop meeting October 30th
  - Approx. 8 people attended including 1 Planning Commissioner and 2 staff

Planning Process Cont.

- Revised draft posted November 10th with 2 land use map options
  - Email sent to listserv November 11th
- Planning Commission meeting November 17th
  - Recommended approval of the draft plan with option 1 future land use map (7-3)
- PC approved plan posted November 24th
- Email sent to listserv November 26th for City Commission meeting December 2nd
- City Commission meeting December 2nd
  - Deferred the item to the December 9th meeting

Planning Process Cont.

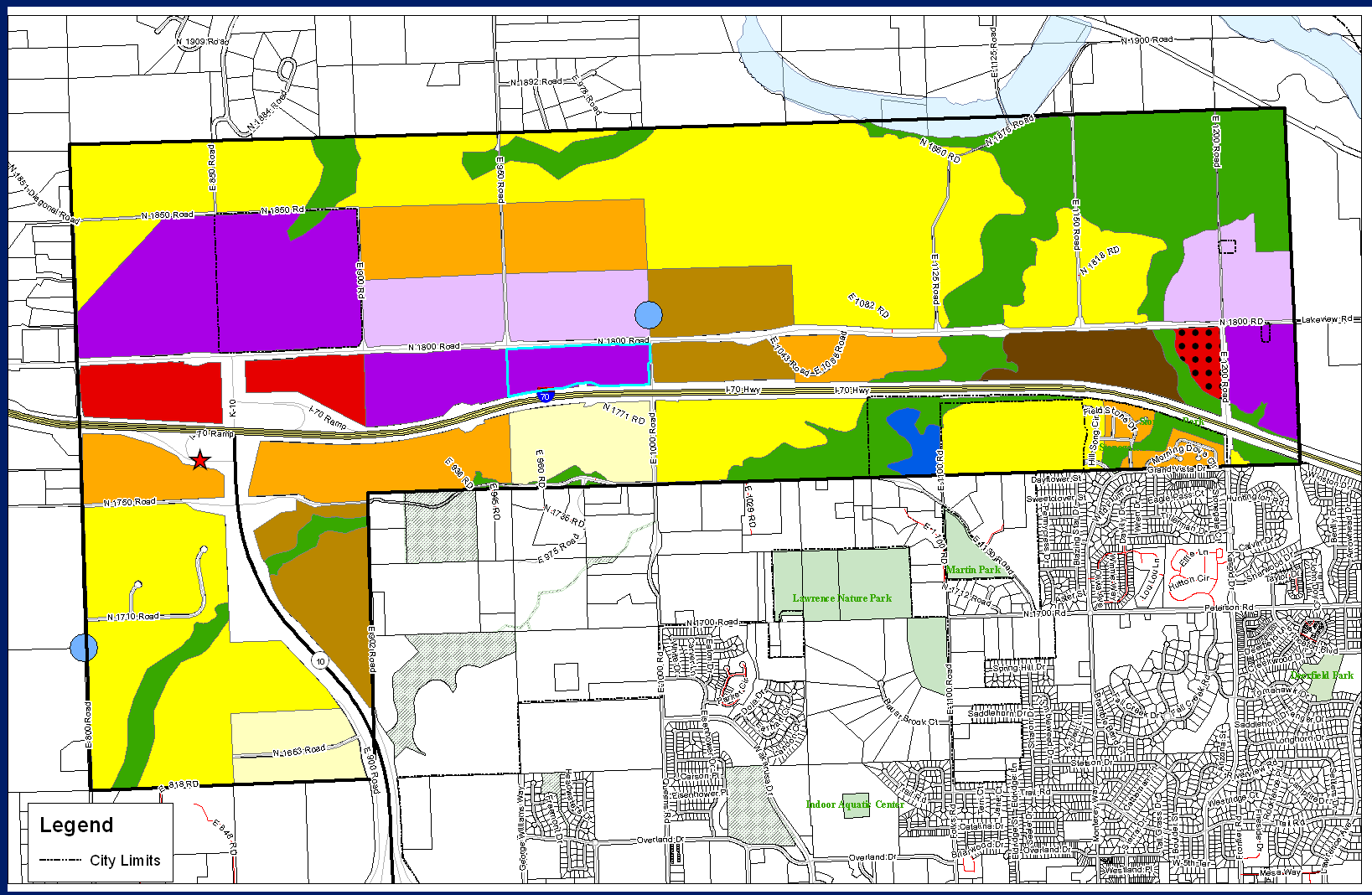
- Email sent to listserv December 3rd for City Commission meeting December 9th
- City Commission meeting December 9th
  - Approved the item and first reading of the joint ordinance resolution
- Notice sent on December 11, 2008 to townships and City of Lecompton by regular and certified mail for the January 6, 2009 City Commission meeting and the January 7, 2009 County Commission meeting
- Email sent to listserv December 18th for City Commission meeting January 6th and County Commission meeting January 7th
- City Commission Meeting January 6, 2009
- County Commission Meeting January 7, 2009
- Effective Date January 11, 2009

Process Summary
February 2008 to January 2009

February 2008 to January 2009

- Hearings/Meetings
  - 1 Public Meeting
  - 3 Workshop Meetings
  - 1 Planning Commission Mid-Month Meeting
  - 5 Planning Commission Hearings
  - 3 City Commission Meetings
  - 1 County Commission Meeting
  - Total – 14 public meetings
- Communication
  - 3 Stakeholder mailings
    - 400 pieces of mail (each)
  - 10 email notices (to listserv)

K-10 and Farmer's Turnpike Plan

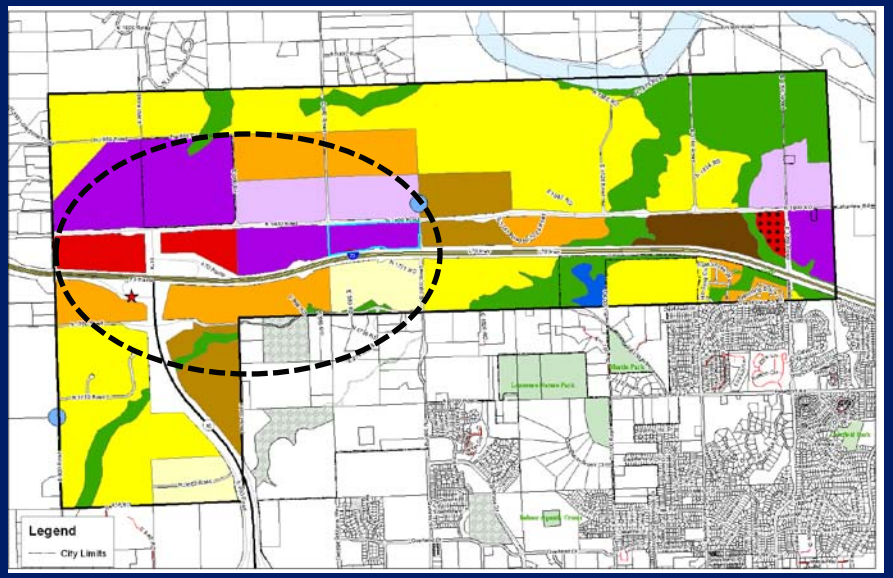


K-10 and Farmer's Turnpike Plan

"The Plan identifies appropriate land uses along an arterial road corridor and a highway interchange that aid in meeting a recognized need for industrial/employment center opportunities that will support the general health and prosperity of the region."

Plan Features:

- Large parcel development with minimal slope.
- Ideal for industrial and employment development - access to highway.
- High activity node.



Industrial

Office/Research

Zoning – Z-9-13-10; A-1 to IG

K-10 and Farmer's Turnpike Plan (page 3-9)

Recommendations

3.2 Land Use

"The intent of the industrial use is to allow for moderate to high-impact uses including large scale or specialized industrial uses geared toward utilizing K-10 Highway and I-70 for materials transportation."

K-10 and Farmer's Turnpike Plan (page 3-9)

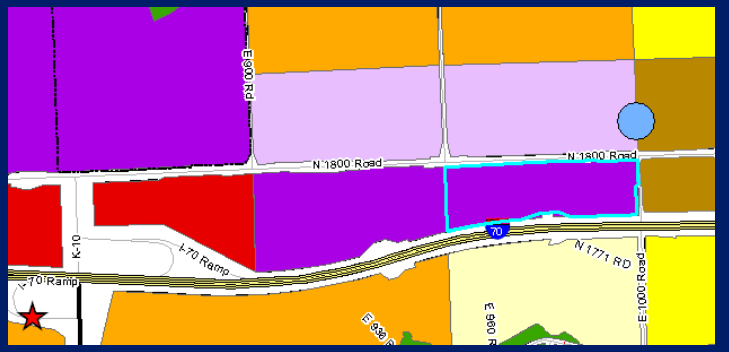
Zoning – Z-9-13-10 A-1 to IG

Recommendation 3.2.1.8

Intensity: Medium-High

Applicable Area:

- Area bound by N 1800 Road (Farmer's Turnpike) on the north, I-70 on the south, E 900 Road extended on the West and E 1000 Road on the east."



K-10 and Farmer's Turnpike Plan (page 3-9)

A-9-3-10 Summary

- Location in the Urban Growth Area
- Proximity to major transportation network
- Conformance with *H2020* and Sector Plan
- Industrial uses are associated with long lead time for development
- City engaged in facility planning for water and sewer
- Some industrial users can function with low utility impact.

A-9-3-10/Z-9-13-10

Zoning – Z-9-13-10

County A-1 to IG

Zoning – Z-9-13-10 A-1 to IG

20-216 IG, General Industrial District

- The IG, General Industrial District, is primarily intended to accommodate moderate- and high-impact industrial uses, including large scale or specialized industrial operations requiring good transportation Access and public facilities and services. The District is generally incompatible with residential areas and low-intensity commercial areas.

Zoning – Z-9-13-10; A-1 to IG

Industrial as a use type:

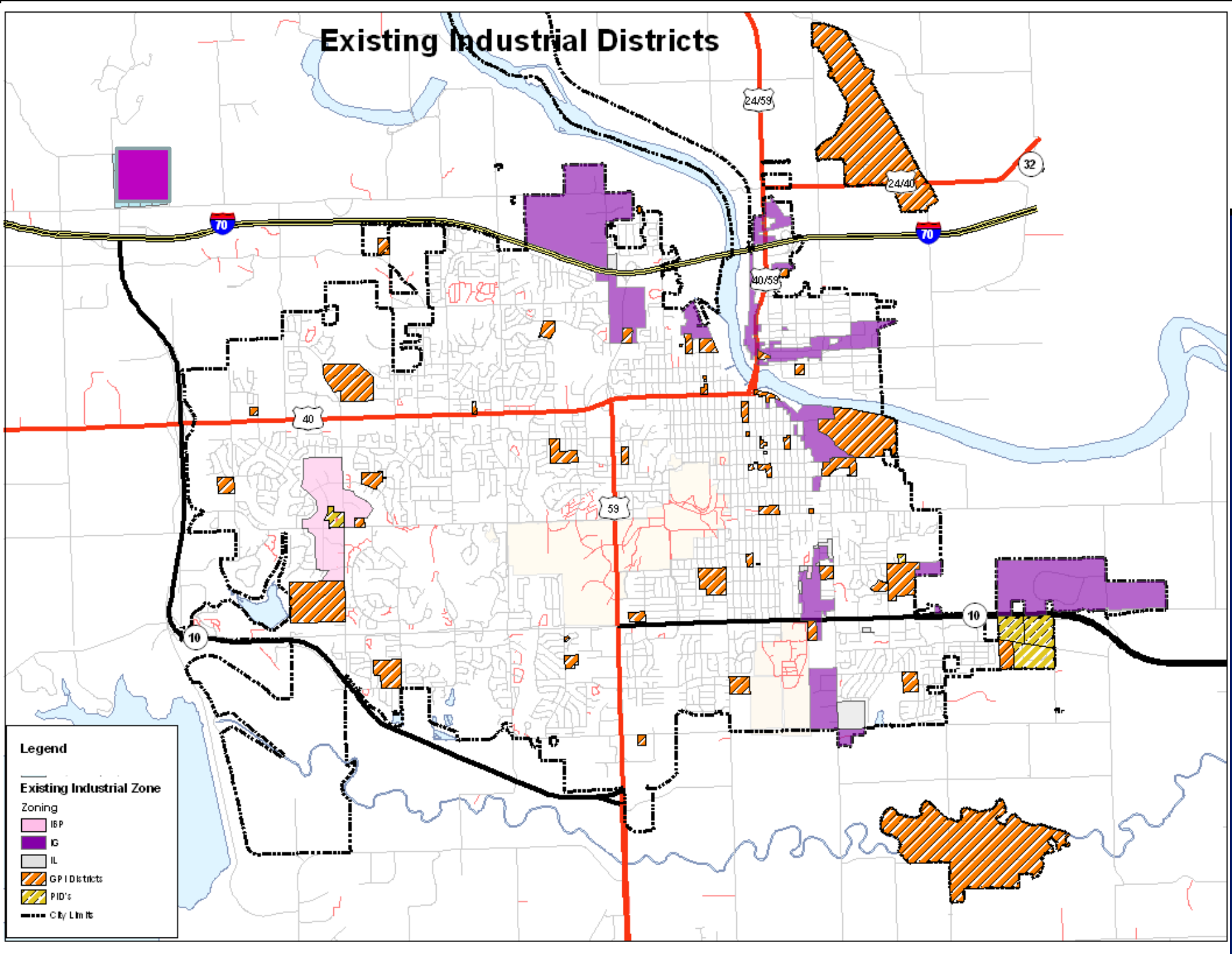
- **20-1735 Industrial, General**
  - Production, processing, assembling, packaging or treatment of food and non-food products; or manufacturing and/or assembly of electronic instruments and equipment and electrical devices. General Industrial uses may require Federal air quality discharge permits, **but do not have nuisance** conditions that are detectable from the boundaries of the subject property.

- **20-1736 Industrial, Intensive**
  - Manufacturing, processing, or assembling of materials (for uses described above in the "General Industrial" use type classification) in a manner that would create any of the commonly recognized nuisance conditions or characteristics.

- **Nuisance conditions can result from any of the following**: continuous, frequent, or repetitive noises or vibrations; noxious or toxic fumes, odors, or emissions; electrical disturbances; or night illumination into residential areas. Exceptions: Noise and vibrations from temporary construction; noise from vehicles or trains entering or leaving the site; noise and vibrations occurring less than 15 minutes per day; an odor detected for less than 15 minutes per day; noise detectable only as part of a composite of sounds from various off-site sources.

Use Group		IBP	IL	IG
Industrial Facilities	Explosive Storage	-	-	P
	Industrial, General Example: Pur-O-Zone Hallmark Cards Allen Press	-	P	P
	Industrial, Intensive Example: **Penny Ready-mix** **LRM** **Hamm**	-	-	P

Use Group		IBP	IL	IG
Retail Sales and Service	Building Maintenance	-	P	P
	Personal Convenience	-	P	-
	Retail Sales, General	-	P	-


Existing Industrial Districts
24/59
32
24/40
70
70
40/59
40
59
10
10
Legend
Existing Industrial Zone
Zoning
IBP
IG
IL
GPI Districts
PID's
City Limits

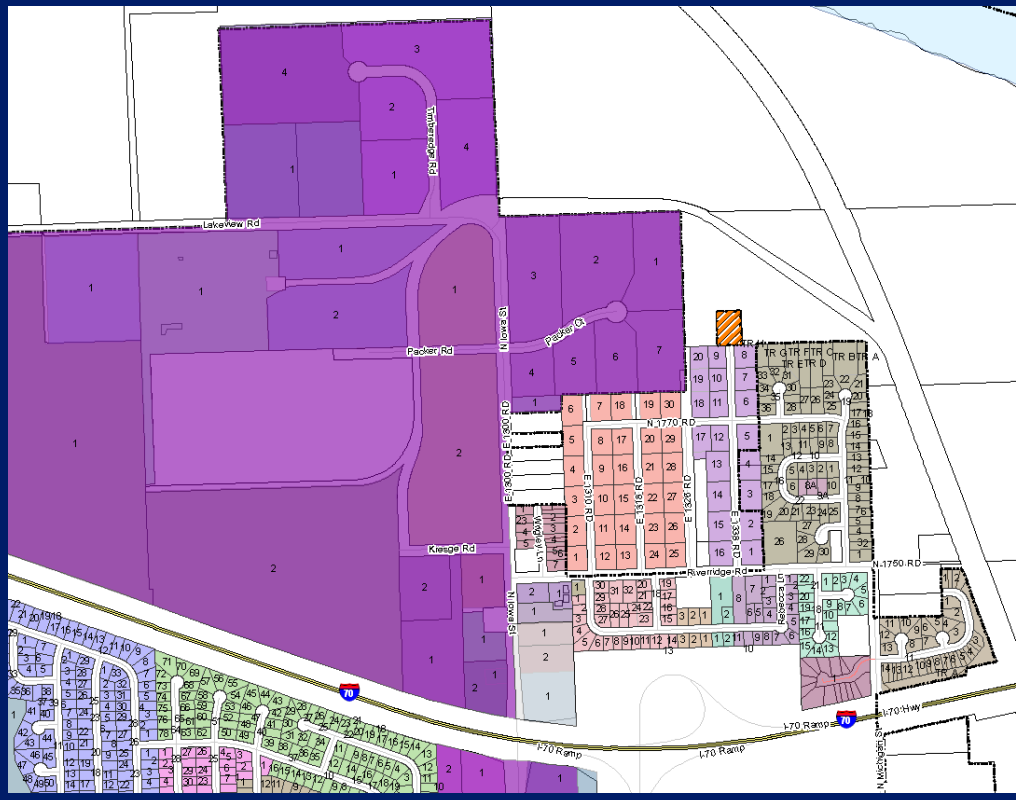
Santa Fe Industrial Area

- IG
- M-2 Originally

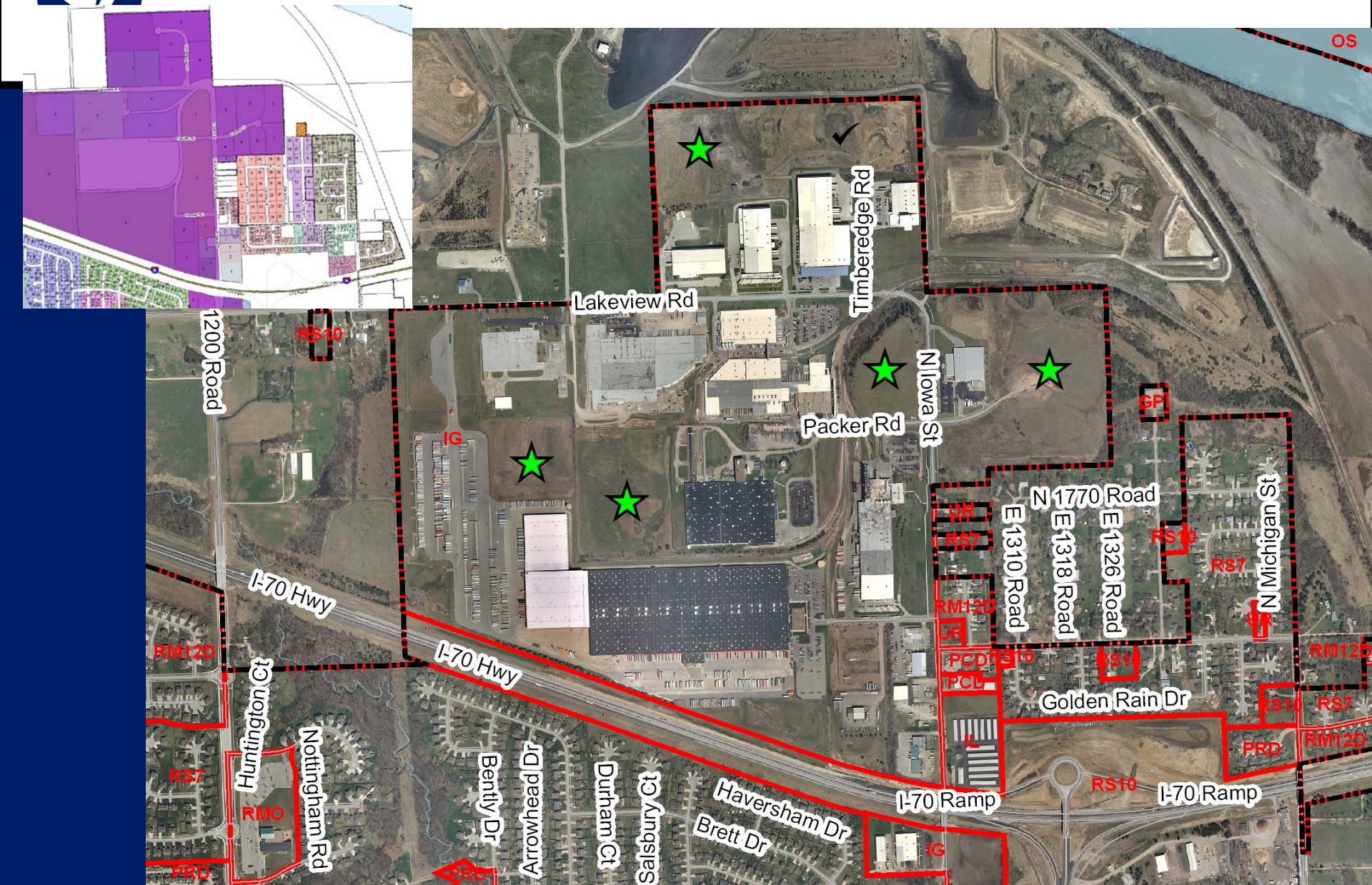
379 acres with 88 acres available 5-6 acre pad sites typical

Changes since 2008

KU Transit (7.04 acres)



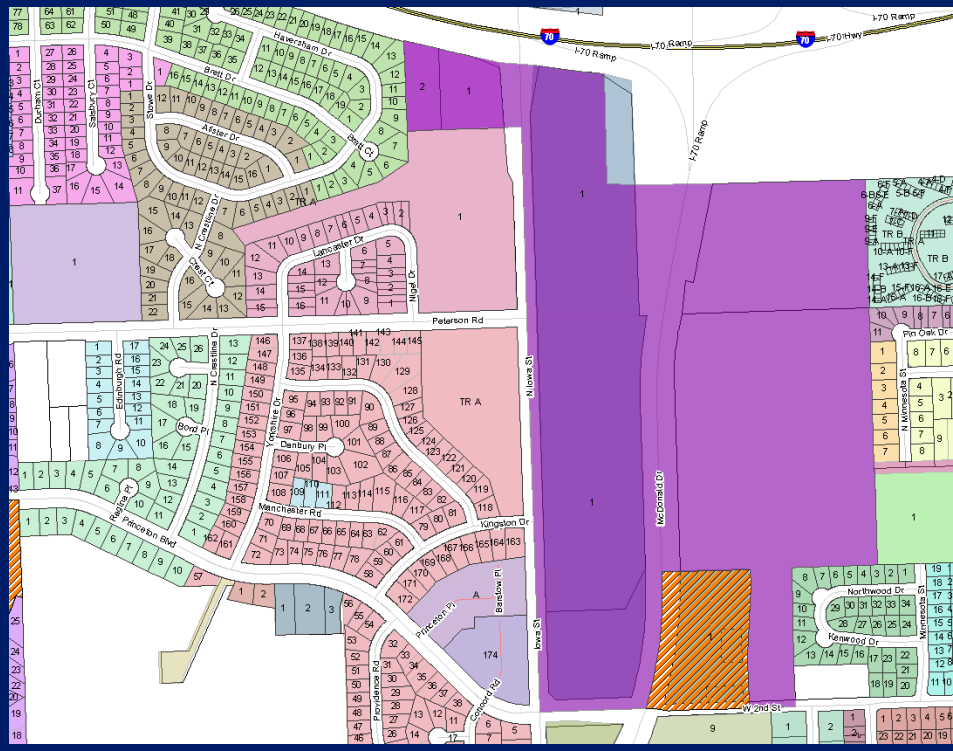
Santa Fe Industrial Area



Hallmark

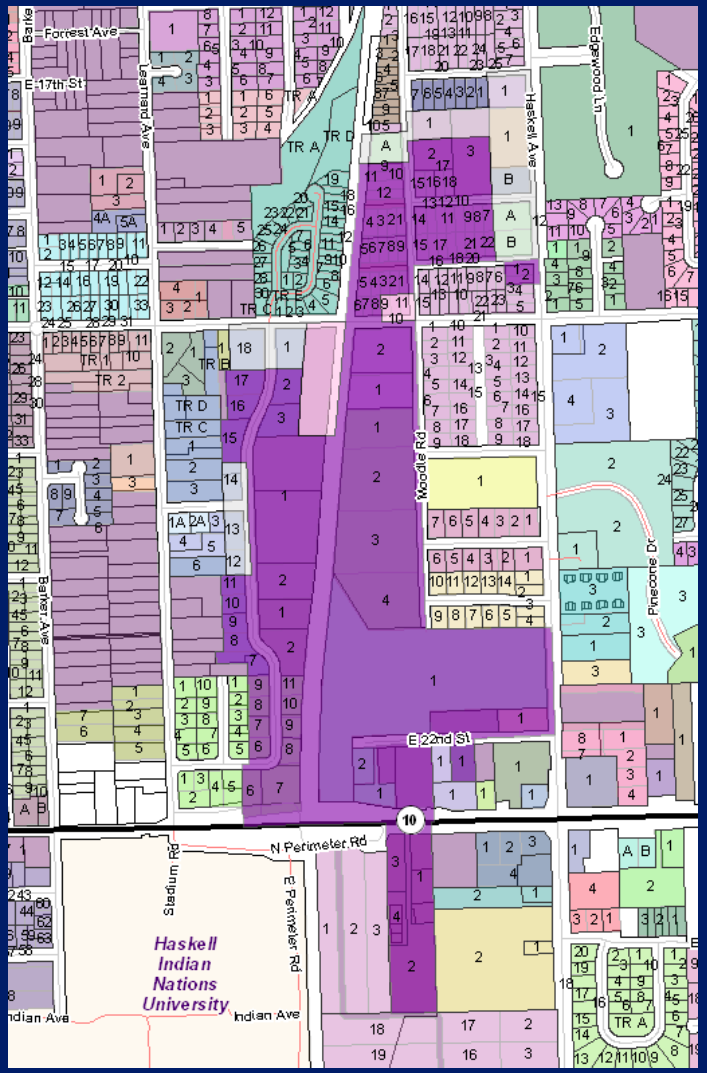
- IG
- M-2 originally
- 32 acre site with additional 45+ acres to the east

Since 2008 – south portion rezoned to IL, proposed hotel, contractor shop, distribution use



Santa Fe Rail Road Corridor

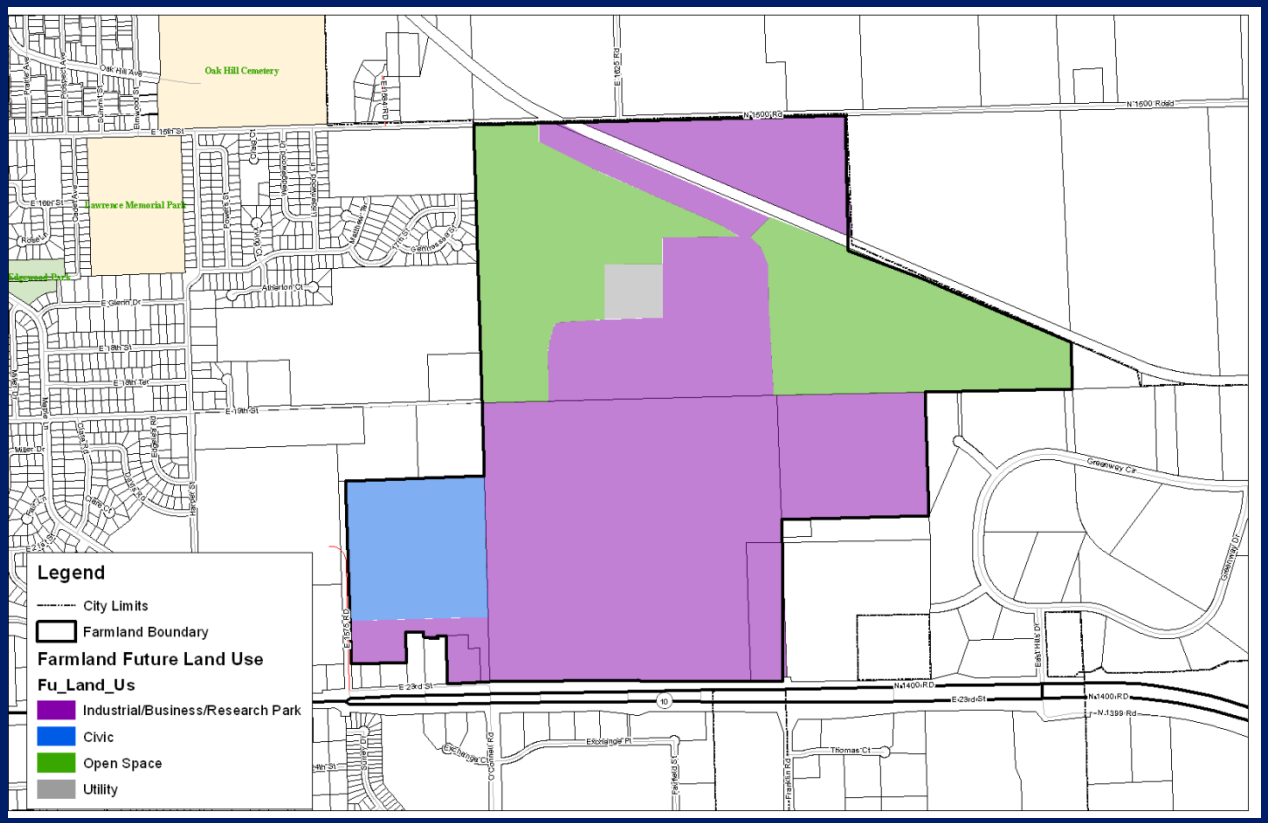
- IG predominant
- IBP and IL along 19th Street
- Original M-2 with M-1 and M-1A along 19th Street
- 96 acres (est)
- 4 pad sites 1-3 acres
- **Since 2008 – No Change**



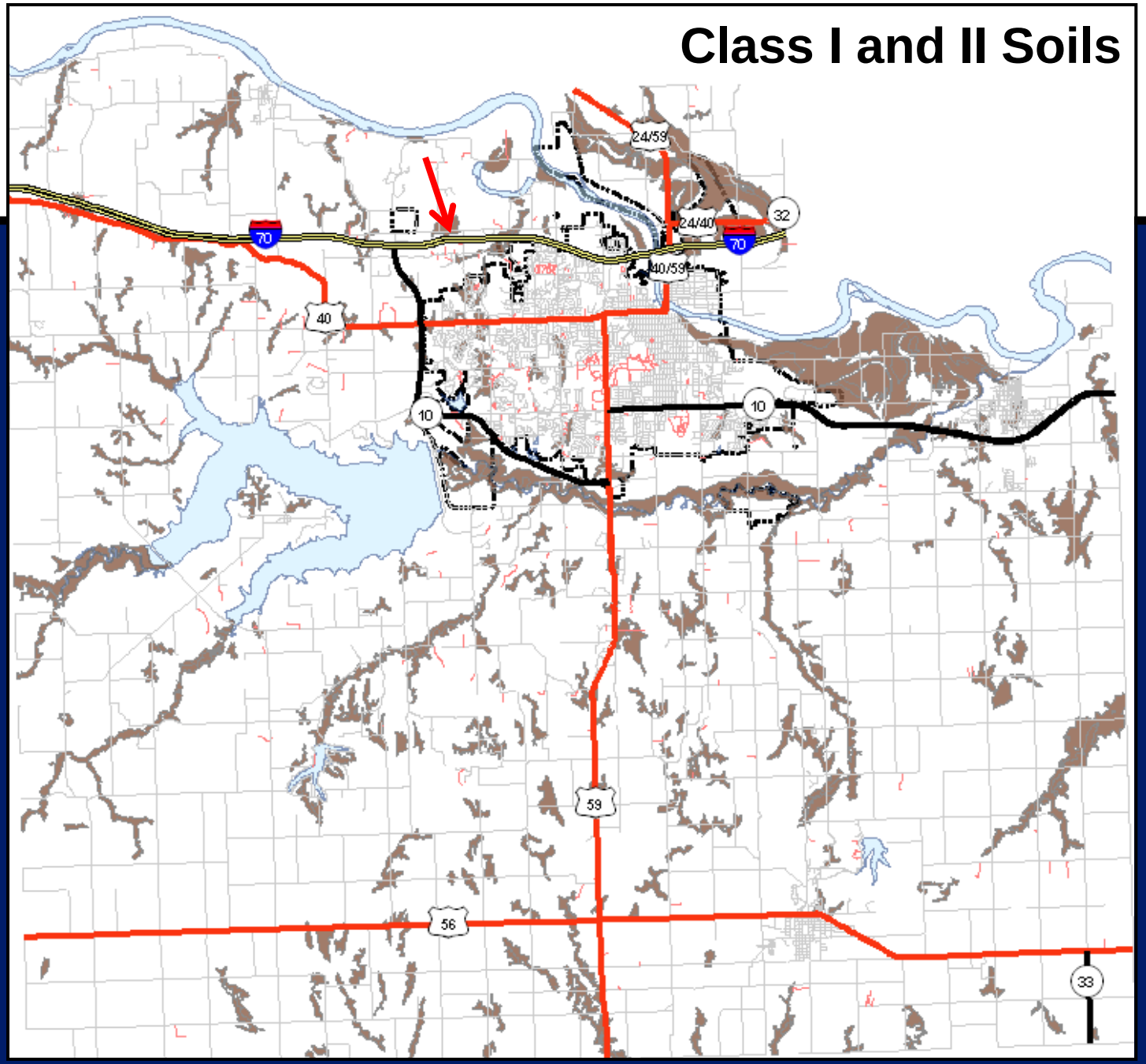
Farmland

- Plan Approved by :
- PC 11/28/07
- CC 3/11/08
- BOCC 3/31/08

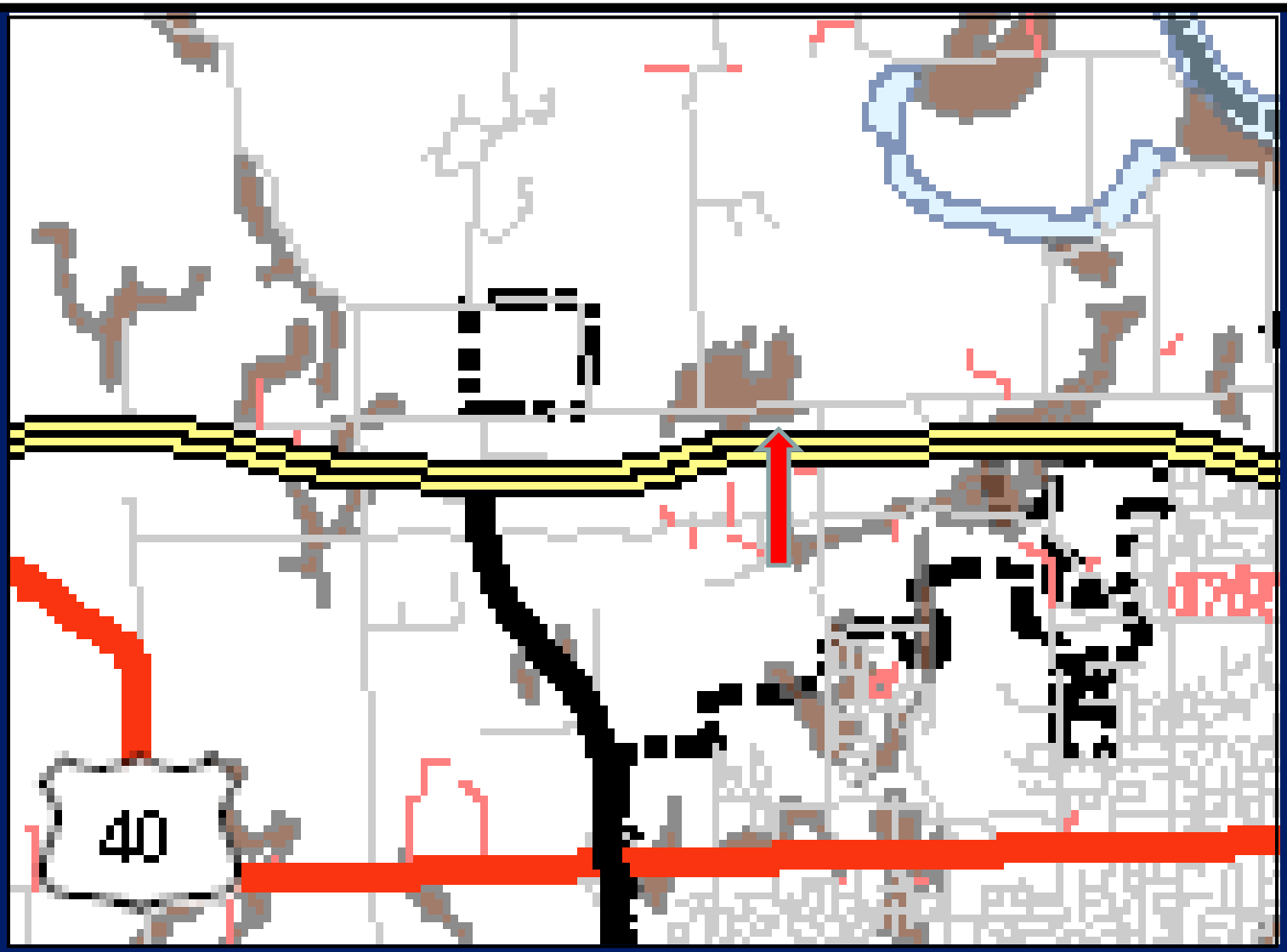
- City acquired on 9/29/10

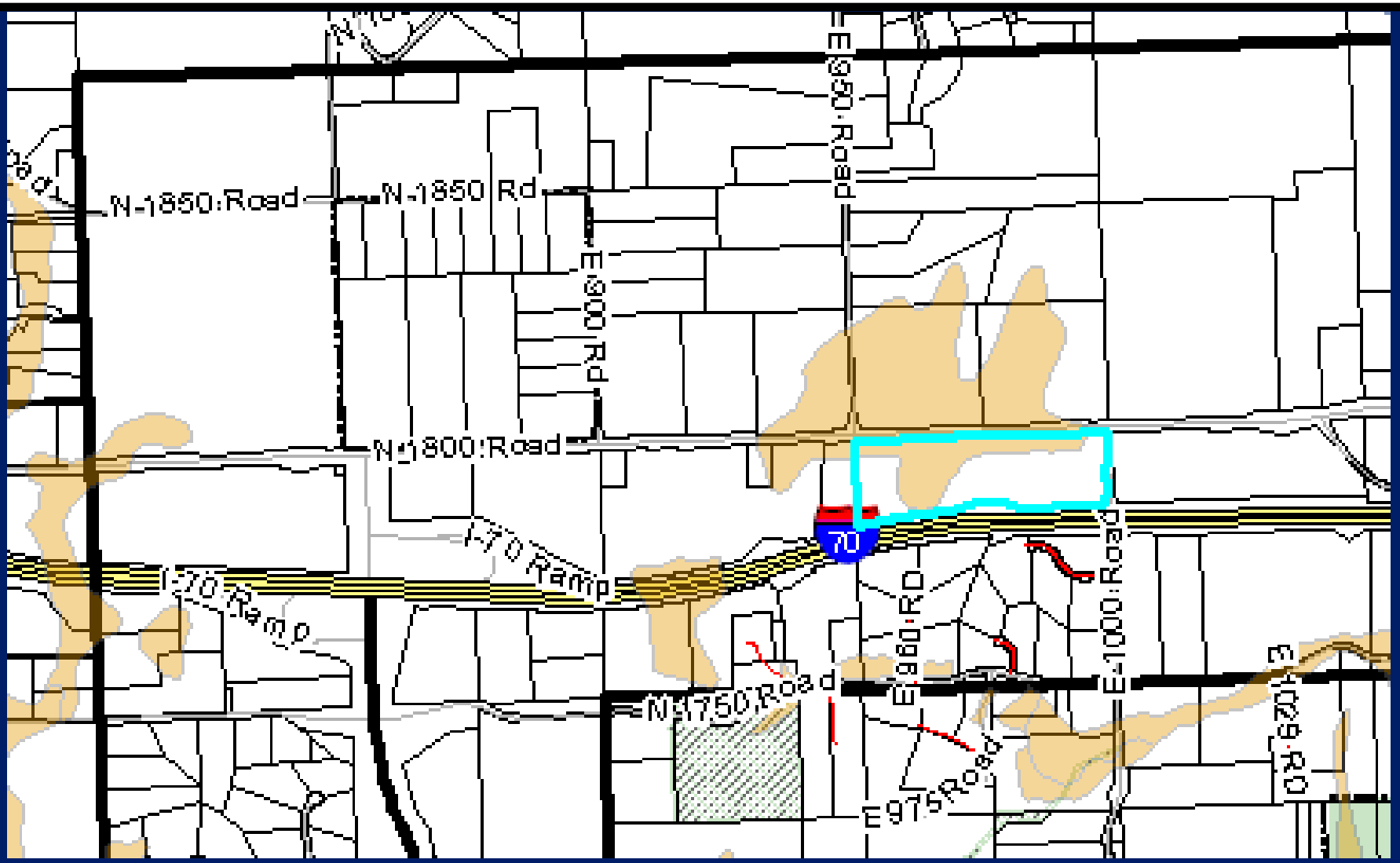


Class I and II Soils



Class I and II soils – subject property

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E-950 Rd
E-950 Road
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70
E-1000:Road
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N-1750 Road
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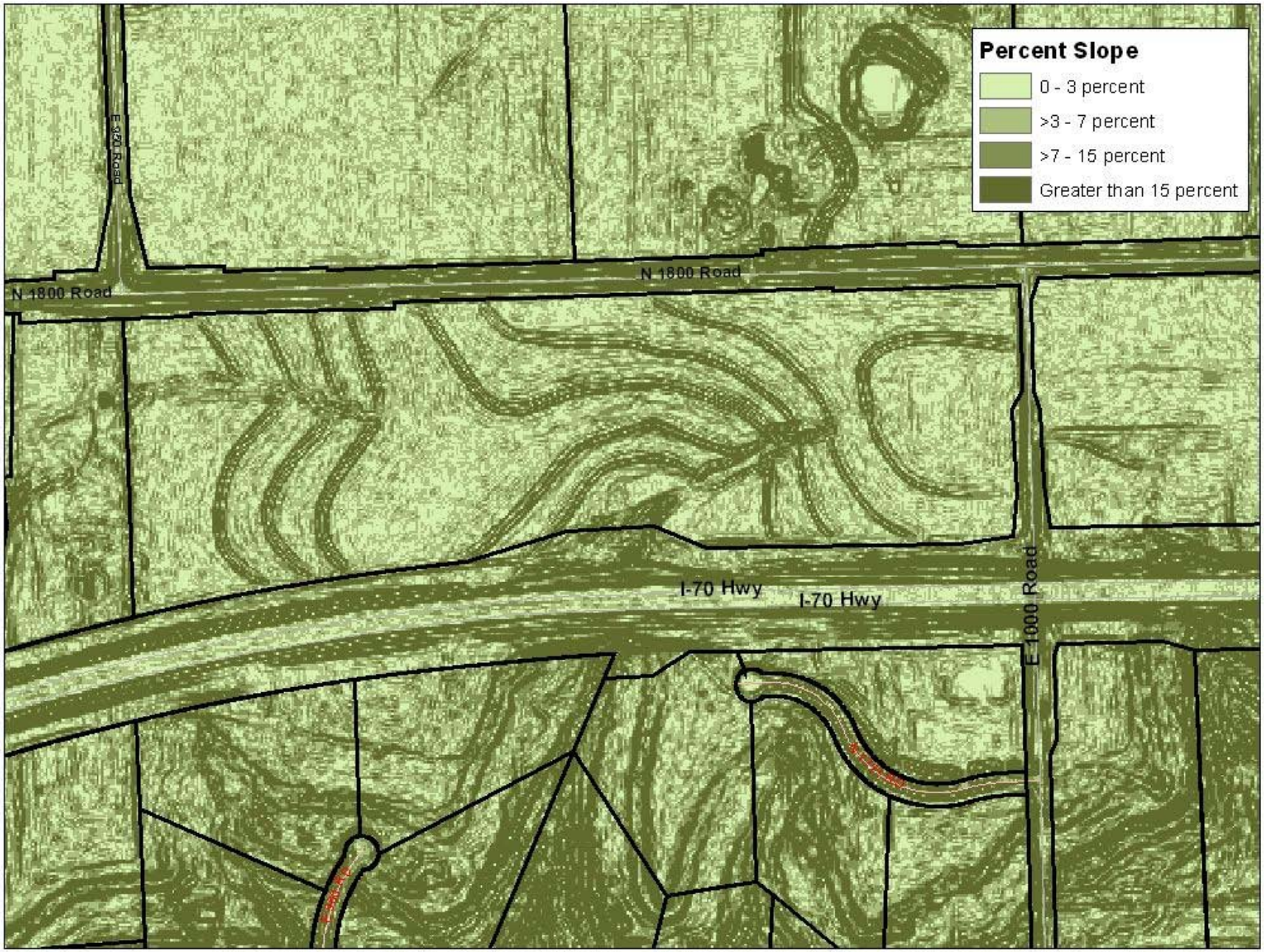
E-1029 RD


Percent Slope
0 - 3 percent
>3 - 7 percent
>7 - 15 percent
Greater than 15 percent
N 1800 Road
N 1800 Road
E 970 Road
I-70 Hwy
I-70 Hwy
E 1000 Road

- 51 acres
- No floodplain
- Minimal slopes

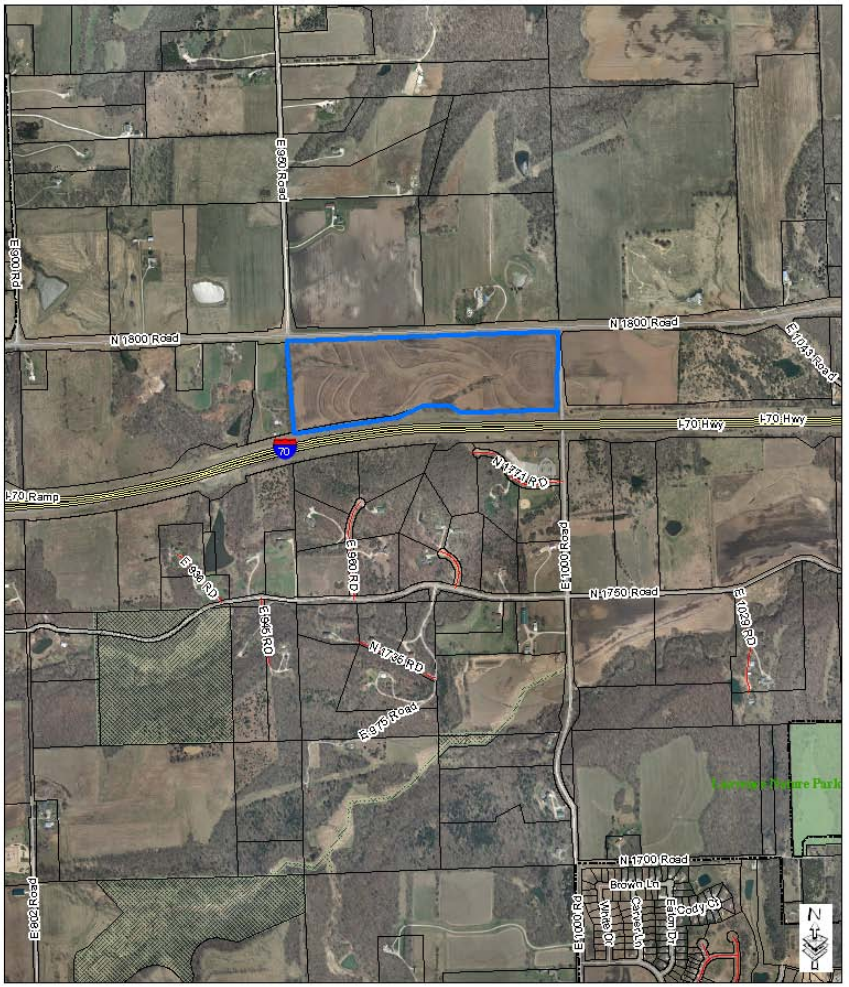
0 250 500 1,000 1,500 2,000 Feet

1 inch = 1,042 feet

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 rests solely on the requestor. The City of Lawrence 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 requestor 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.

Proposed Annexation and Rezoning



Staff Findings: A-9-3-10

Annexation is:

- within the Lawrence UGA
- Consistent with *Horizon 2020*
- Consistent with *K-10 and Farmer's Turnpike Plan*
- *"The annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county."*

Staff Recommendation: A-9-3-10

STAFF RECOMMENDATION:

- Staff recommends that the Planning Commission forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan*

Staff Recommendation: A-9-3-10

Staff recommends that the Planning Commission forward a recommendation to the City Commission to approve the requested annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).

2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Staff Findings: Z-09-13-10

Zoning is:

- Consistent with *Horizon 2020* and with *K-10 and Farmer's Turnpike Plan*
- Close proximity to a major transportation corridor
- The land is presently undeveloped and will not create a non-conform scenario
- Development will be subject to City Development Standards
- Providing additional opportunities for industrial development adding to the City's economic base.

Z-9-13-10

- **STAFF RECOMMENDATION:** Staff recommends approval of the rezoning request for 51.13 acres from County A-1 (Suburban Home Residential) to City IG (General Industrial) District and forwarding it to the City Commission with a recommendation for approval based on the findings of fact found in the body of the staff report.

-----Original Message-----
From: bamrottweiler@sunflower.com [mailto:bamrottweiler@sunflower.com]
Sent: Tuesday, October 26, 2010 8:27 AM
To: Scott McCullough
Subject:

Scott, the Rothwell family owns property just west of Steve Schwada's 51 acres. We are in favor of the rezoning and annexation of his property.
Thanks Steven Rothwell

From: Dan Brogren [mailto:dbrogren@tckansas.com]
Sent: Monday, October 25, 2010 11:51 AM
To: Scott McCullough
Subject: Planning Commission Agenda; Meeting Oct 27, Items 6a & 6b

The Trust Company of Kansas is agent and attorney-in-fact for an individual who owns property to the west of the subject-tract, on N 1800 Road. Please be advised that owner has no objection whatsoever to the requested annexation/zoning request referenced under your above-subject Items 6a and 6b.

Dan

Daniel P. Brogren, CTFA
The Trust Company of Kansas
785.749.0904, x1301
800.749.0904, x1301
785.749.2388-fax
5200 Bob Billings Pkwy, Ste. 201
Lawrence, KS 66049–5811
www.TCKansas.com
DBrogren@TCKansas.com

October 25, 2010

Dear Commissioners,

The membership of the Scenic Riverway Community Association wish to share with the Commissioners our thoughts on the proposed annexation and rezoning of the 51 acre site located on the Farmer's Turnpike. We strongly oppose this application based on the following:

Historical Planning Considerations. The community has a rich history of adverse consequences resulting from abrupt departure from comprehensive plans. The South Lawrence Trafficway is an example. Plan 95, adopted in 1977, envisioned a circumferential road connecting I-70 to K-10 east of the city, looping to the west south of the Wakarusa River, and continuing north to North 1800 Road (Farmers' Turnpike). Instead of implementing this plan, or carefully reviewing alternatives, a controversial road has awaited completion for a quarter of a century.

For over 35 years the comprehensive plan projected industrial growth south of K-10 on the eastern edge of Lawrence. This designation appears to have been insightful – particularly if K-10 and I-70 were linked in this area. Based upon the expectation of industrial land use, transitional zones could be planned and land values would adjust to this long-range forecast. Conversely, when a large tract of ground in the northwest was reclassified for industrial use, many existing properties were adversely impacted. This is the kind of situation that comprehensive planning is designed to avoid.

Future Planning Considerations. Lawrence has a significant amount of land within the city limits (much of it platted) zoned for residential, commercial, and industrial use. Improved commercial and industrial properties are available. Land and facilities are available to accommodate the bioscience initiative, which represents the most promising activity in support of economic development. Approximately, 20 years ago (based on informed demographic calculations) a need for 1,000 acres of industrial ground was forecast. This model assumed an annual 2% population growth and industrial site demand based upon historical data. Population growth has slowed dramatically and, more importantly, industrial growth is one of the slowest performing sectors in the US economy. There is little likelihood that traditional industrial

development will play a significant role in attracting new businesses to the Lawrence community.

Before pressing ahead with plan modification, annexations, and rezoning, it would seem wise to undertake an analytical process to reasonably forecast the community's land use needs over the next 20 years. It is a generally accepted planning rule that the Urban Growth Area represents where and how a community will grow over the next 20 years. The Urban Growth Boundary for Lawrence appears to be way too expansive and lacks comprehensive land use definition. The comprehensive plan and Urban Growth Area should be tightly coupled with infrastructure master plans. When land developers are allowed to dictate the direction and nature of development, these valuable planning documents become unsynchronized.

Planning for industrial growth should evaluate several scenarios. Building sites in and around the Santa Fe Industrial Park should be investigated and inventoried. Infrastructure is readily available. Because Kansas City is becoming a major inter-modal distribution center, it appears probable that K-Mart will relocate its facilities away from Lawrence (the cost to move freight by rail is 10% of the cost of truck transport). Lawrence should prepare and plan for this event. Redevelopment of the Farmland site will provide opportunities for growth that should be incorporated into the planning process. Land on the west side of the SLT near Highway 40 is planned for industrial development. This site provides easy access to I-70.

Infrastructure and Fiscal Implications. Annexation is the first step toward developing an area. Normally, the extension of infrastructure is well planned and imminent prior to annexation. Other than sending a clear signal with respect to the direction of development, annexation without intent to extend infrastructure would appear to be premature and pointless. If major development northwest of Lawrence is to be undertaken, the fiscal impact should be carefully measured. The decision to locate the new wastewater treatment facility on the extreme southeast edge of Lawrence was based, in part, on future growth south of the Wakarusa River. The plant will progressively serve thousands of acres of development with gravity-flow sanitary sewer lines. This plan for development is cost-effective. In contrast, large-scale sewer demand northwest of Lawrence will require construction of a major trunk line to covey sewage to the new treatment plant. This plan for development will be very expensive. If development pressure is to continue in the northwest, at a minimum, an engineering study should be commissioned to determine the fiscal implication.

Island annexation is a negative phrase among professional planners. Only in very rare circumstances does this municipal action make sense. The East Hills Business Park may be an example of a defensible exception. It would have been difficult to accomplish a contiguous annexation. There was a need for industrial sites and a plan

in place to immediately extend infrastructure. It would be difficult to find examples across the country of communities engaging in speculative island annexations with no immediate plans to extend infrastructure. Not only does this practice serve no clear purpose, it may create barriers for responsible land use in the future.

Farmer's Turnpike Sector Plan Review. This plan was adopted without the benefit and inclusion of the resident stakeholders input from the sector area or as a part of a master plan. It was initiated and undertaken for a single property owner. The plan concepts by the Neighborhood Association were not adequately represented in the public forum by staff. The Neighborhood Association's ideas and were not included in the adopted document.

Upon annexation of the 155 acre property at the intersection of K10 and Farmers Turnpike, the City Commissioners stated there would be no city funding for utilities to the property for the foreseeable future. The commenting Commissioners and Planning Staff stated that the Sector Plan did not commit this area to specific zoning, only to broad conceptual ideas for urbanization and that it was a plan to evolve over the next 20-30 years. Moving forward on additional new annexations and rezoning within a year's time, is a breach of promise from what was understood by the sector area residents.

In Summary. Before further annexation and rezoning, there needs to be a comprehensive plan tightly coupled with infrastructure master plans. (Utilizing the Charrette Planning Process would be a great option.) This would result in public awareness of the master plan and how we'll get there, prior to any submissions of changes into the City or County.

We can develop a plan that everyone can support.

The members of the Scenic Riverway Community Association respectfully request that the Planning, City, and County Commissioners reject this annexation and subsequent rezoning application, based on the above.

Sincerely,

David J. Ross
President
The Scenic Riverway Community Association

The Scenic Riverway Community Association is a Neighborhood Association of Households in the Northwest Area of Douglas County.

October 23, 2010

Re: Proposed annexation of 51.13 acres at N 1800 Road & E 1000 Road

Lawrence-Douglas County Planning Commissioners:

Thank you for giving me the opportunity to address the Planning Commission on this important issue, and I appreciate you taking the time to read my comments.

I strongly urge you to deny the annexation request for the 51 acre property located at N 1800 Road & E 1000 Road.

This is the first proposal for annexation in this area since the K-10 & Farmer's Turnpike sector plan was approved in January 2009, and this will set the precedent for all the future annexations in this area. I urge you to think more closely about annexation and development in this area before proceeding.

It is not in the best interest of the community at large to develop and/or extend the existing city infrastructure at this time to support this annexation request.

Currently the public investment to extend infrastructure to this site is too high, and the investment return is too low for this site. In September of this year, the city acquired the former Farmland Industries site, which is many times better suited to industrial development than the green-field site at N 1800 Road & E 1000 Road as proposed for annexation. Brown-field sites such as the former Farmland Industries site should be developed prior to green- field sites.

The lead editorial of the Lawrence Journal World on October 1, 2010 carries the message that Lawrence has acquired an industrial site with "significant economic development potential". The Farmland site has infrastructure already in place, and we should be looking to develop sites like Farmland before we consider an island annexation into the city where no infrastructure exists.

Given our current economic climate, the time is not right to proceed with annexation of this site. At some point as the city grows, the extension of infrastructure will be required, and annexation and development should be done at that time. However, now is not the time to annex another piece of property that is outside the current urban growth area. Instead, I urge you to reconsider the development and zoning possibilities for the K-10 & Farmer's Turnpike plan, and together the community can come up with a plan for the future that will benefit all parties.

To recap, this is the first proposal for annexation in this area since the K-10 & Farmer's Turnpike sector plan was approved in January 2009, and this will set the precedent for all the future annexations in this area. I urge you deny the request for annexation.

Thank you,
Darrel Ward

October 23, 2010

Re: Proposed annexation of 51.13 acres at N 1800 Road & E 1000 Road

Dear Lawrence-Douglas County Planning Commissioners:

I strongly urge you to deny the annexation request for the property located at N 1800 Road & E 1000 Road.

There's been a lot of talk about sustainability in Douglas County lately, and one of the sustainability issues that applies to this particular annexation request are the Class I & II soils that make up part of this property. Between 40%-45% of the soil in this property are Class II soils. According to the US Department of Agriculture, this soil is classified as Sharpsburg silt loam, and "is well suited to all crops commonly grown in this county".

There is a significant enough presence of Class I & II soils in the K-10 & Farmer's Turnpike plan to warrant closer consideration of the protection of Class I & II soils within this area.

Various Planning Commissioners have publicly stated that Class I & II soils should be protected resource in Douglas County. I would offer that agriculture is the highest and best use for these types of soils. I don't think I need to remind anyone that when land is removed from agriculture it is removed from agriculture forever as there is no replacement.

The K10 & Farmer's Turnpike plan is not a static document, and it's reasonable to expect that the document will be updated periodically to reflect changes in planning/development best-practices, such as the protection of Class I & II soils.

Referring to documents presented to the Planning Commission on May 26, 2010 by Barbara Clark, Assistant Professor of Environmental Soil Science at Kansas State University, as of 2005, 38.6% of all Class II soils in Douglas County have been developed. As a community we really need to stop and take a hard look at the loss of these soils to development, and balance that the need for development with the preservation of scarce & irreplaceable agricultural resources.

The site at N 1800 Road & E 1000 Road is actively farmed, and has been actively farmed for many, many years; more years than I can remember. This isn't idle farmland, a pasture, or even a hay field. It's actively farmed in row crops. The annexation and subsequent rezoning of this property to an industrial site will remove active and profitable farm land from the books; this farm ground will simply cease to exist.

It is simply not in the best interest of the community at large to develop our Class I & II soils and it is simply not in the best interest of the community to approve this annexation request at this time.

Thank you for allowing me to participate in the discussion of this issue, and thank you for taking the time to consider my comments.

Sincerely,
Lynn M. Ward
922 N. 1800 Road
Lawrence, KS 66049

From: Funksters5@aol.com [mailto:Funksters5@aol.com]
Sent: Sunday, October 24, 2010 11:40 PM
To: Sandra Day; cblaser@sunflower.com; lharris1540@gmail.com; bradfink@stevensbrand.com; laraplancomm@sunflower.com; rhird@pihhlawyers.com; charlie.dominguez@therenewgroup.com; MontanaStan62@gmail.com; ksingleton@kcsdv.org; bruce@kansascitysailing.com; mikeamyx515@hotmail.com; aroncromwell@gmail.com; ljohnson@peridiangroup.com; mdever@sunflower.com; robchestnut@sunflower.com; mgaughan@douglas-county.com; nthellman@douglas-county.com; jflory@douglas-county.com; David L. Corliss; Scott McCullough

Subject: annexation 51 acres

I am writing to oppose the annexation and rezoning of 51 acres along the Farmers Turnpike. This property is sandwiched between a historic 150 year old stone farmhouse and barn and a church. It doesn't seem like IG should be the creamy center here. The sector plan has this area colored in office research purple.

The sector plan I am referring to was rammed through in a record three months. Planners ignored input from area neighbors. Proper planning, which usually takes upwards of 24 months, has been given to other areas such as the Northeast area plan but has been neglected in the Northwest area plan. Its because of injustices like this that there is a lawsuit.

The area neighbors attempted to resolve the lawsuit involving 159 acres at the I-70 Lecompton interchange with a compromise of a lower zoning but was shot down by the developer. I think the city and governing bodies should be as uncompromising with this same developer and not yield to the intense IG zoning request of the 51 acres. I also think its only appropriate to be granted a new sector plan with input from the people who actually live here.

Loren Funk

984 North 1800 Road
Lawrence, Kansas 66049
October 24, 2009

By Hand Delivery
And email to Sandra Day

Lawrence-Douglas County Metropolitan Planning Commission
6 East 6th Street
Lawrence, Kansas 66044

Re: A-9-3-10; Z-9-13-10

Dear Commissioners:

We offer these comments in opposition to the proposed annexation and zoning change referenced above for approximately 51 acres located at the southwest corner of N. 1800 Road (Farmer's Turnpike) and E. 1000 Road (Queens Road). We own the property, approximately 65 acres, which is directly across the Farmer's Turnpike to the north and reside in our home on that property.

Our opposition is based on the following:

As to the annexation,

1. An island annexation, which this would be, is unsound planning. If land in the subject area is to be annexed into the City it should not be done on a piecemeal basis but rather should be done as a whole in areas that are contiguous to the City and from which infrastructure could be extended, and only then after a full opportunity for input from affected property owners.
2. To be useful for the proposed zoning, infrastructure (water and sewer) would have to be extended. There is no present estimate of the cost to the City of such an extension. To annex the land before such cost is known and how that cost would be covered is putting the cart before the horse.
3. As the commission knows, this proposal follows a previous island annexation in this area. Objections were raised to that annexation and in the course of the approval of that annexation, residents of this area who objected were told that exceptional circumstances justified the approval, and, further, that the City was not beginning a process of piecemeal island annexations.

As to the zoning,

1. The property's present use is agricultural - row crops - has been so used for as long as anyone living in this area can remember. Soil maps indicate a substantial portion of the property contains Class 2 soil. We understand that the property is presently platted for residential development. In any case, the requested IG

zoning, by the City's own zoning classification language, is inconsistent with residential uses. In addition to our residence, there are several other residences within the immediate view shed of the property.

2. Without infrastructure, the property has no meaningful potential as IG zoned property.
3. It appears that the City has ample IG zoned property available for development, property that has needed infrastructure.
4. In view of the adjacent residential properties, if there is a zoning change it should be to a more limited classification that is considered consistent with residential uses and even that should be conditioned upon appropriate mitigation measures, such as noise and light limits, the construction of berms, and access should be limited to Queens Road.

General comments as to both,

1. We have read and agree with the comments submitted by David Ross on behalf of the Scenic Riverway Community Association.
2. We participated in the process that led to the island annexation referred to earlier. As you no doubt know, that process was contentious and led to an outcome that remains legally unresolved. Of greater importance, that process did not produce the desired outcome, i.e. the location within the annexed area of a warehouse for a local manufacturer that the City and County and Chamber of Commerce want to retain in Lawrence/Douglas County. We do not want to rehash that matter except to say that the Scenic Riverway Community Association made proposals directly to the affected landowners/developers, the manufacturer, and to representatives of the City and County that would have permitted the warehouse to be built and would have led to an immediate settlement of the legal issues. We were disappointed that those proposals were rejected out of hand. We bring this up to indicate we accept the fact that land uses change and property owners should have the ability to direct the uses of their land. But the inevitability of change and the rights of owners to take advantage of such change should not be without regard to or entirely inconsistent with the desires and rights of other property owners to continue with long established uses. In that regard, we reside in a house and on property that have been in continuous use as rural, agricultural, and residential for well over a century.

Thank you for your consideration of our concerns.

Cynthia Haines James Haines

Steve McDowell
1846 East 900th Road
Lawrence, Kansas 66049

Sandra Day
City/County Planner
City of Lawrence/Douglas County Planning & Development Services
6 East 6th Street
P.O. Box 708
Lawrence, Kansas 66044

Dear Ms. Day,

I am writing to express my opposition to A-9-3-10, the proposed annexation of 51.3 acres, located at the southwest corner of N 1800 Rd and E. 1000 Rd. Until there is an analysis of the costs associated and a plan to develop infrastructure to said annexation this action is premature.

As a resident in the area I listened intently to the Commission when it decided to annex the 155 acres a half mile west of this property. The Commissioners at that meeting stated that this was a unique situation and would not result in a domino effect of more island annexations in this area.

I strongly encourage the planning commission recommend not to annex this property.

Sincerely,

Steve McDowell

Receive Planning Commission recommendation regarding annexation, A-9-3-10, of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and consider adopting Resolution No. 6910 requesting that the Board of County Commissioners make the statutory finding as to whether the proposed annexation would not hinder or prevent the proper growth or development of the area or of any other incorporated city. Submitted by Venture Properties, Inc., property owner of record.

Sandra Day, City-County Planner presented the staff report.

The Planning Commission forwarded a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

The Planning Commission forwarded a recommendation to the City Commission that the City Commission approve the requested annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Mayor Amyx called for public comment.

Darryl Ward said he lived adjacent to this proposed annexed area that he inherited by his parents. He said this proposed annexation threatened his idea of raising his family on a farm and he did not want to raise his family in an area surrounded by warehouses and industry. Two years ago this area had been agricultural until 155 acre island annexation was annexed and now there was a 51 acre island annexation that was proposed across from his home. Everything that he, his parents and neighbors had worked for was at risk because someone at the Chamber of Commerce thought that area was better suited as industrial development than agriculture which placed at risk

people's homes, hopes, and dreams. He said he might need to surrender his property because some businesses owners thought it might be more valuable as industrial use.

He said in the case of the 155 island annexation, they were told island annexations were rare and not the policy of the City or County governments and had to happen because of the development potential and the proximity to the property with the Kansas Turnpike. The sector plan was developed and he and his neighbor's property were designated as industrial. He and his neighbors were told not to worry because the sector plan was a long-range planning document and the City was not ready to push out into the County yet and that the development was 20 years out. He said two years later, 51 acres across from his property were under consideration for annexation and rezoning to IG (Heavy industrial). The developer had no client lined up for this property.

He said he was power plant designer for Black & Veatch in Kansas City and one of his jobs was site development and site layout. He said as an industrial designer, this property was too small for proper industrial development. There was no pressing need to annex or rezone at this time and was only the desire of the developer to annex and rezone and was driving this issue before the City Commission. He asked if the City should decide when the time was right to extend services outside the City limits. The nearest water was a mile away and the nearest sewer was two miles and the Kansas Turnpike stood between this property and existing infrastructure.

He said he kept seeing maps of the area and the location of the existing utilities, but nowhere in the Planning Staff's presentation had he seen a topographic map that showed the valley of Baldwin Creek which was between this site and the existing infrastructure. He said he presented a topographic map of the Baldwin Creek area that indicated it was approximately 100 feet down into the valley of Baldwin Creek and 100 feet back up to the other side to service this property with City utilities and one mile horizontally between this site and existing water and two miles to sewer. He said 200

feet of vertical separation did not take into consideration getting on to the Kansas Turnpike which at the east end of this property was at lease 20 feet below East 1000 Road.

Granting annexation and rezoning for this property at this time would increase the likelihood that his surrounding property that was currently zoned agricultural would become industrial sooner than it would naturally because one property owner in the area wanted this property annexed even though that property owner freely admitted that there was no industrial client lined up.

The annexation of property with the neighborhood prior to the natural pace of growth placed an imposition on the property owners to use their property as they had seen fit, but in fact, hindered the proper growth and development of the area, forcing the area to develop before its time. If neighbors on 3 sides of his property petitioned for annexation and rezoning to industrial, the choices for his land were few.

In conclusion, premature annexation and development harmed the proper progress of development in this area and treaded on the free market rights of property owners in this area. He said by owning his property, he did not trample upon anyone's rights and disturbed no one. He said he strongly urged the City Commission to deny this request for annexation.

Cynthia Haines said she lived across the street from the area proposed for annexation. She said she previously sent a letter that expressed concerns about annexing land on the Farmers Turnpike and rezoning the property which was adjacent to residential property to heavy industrial. She said she did not have any additional points to make, but was available for questions.

Mayor Amyx asked if Haines' property fronted almost the entire 51 acres.

Haines said yes.

Dave Ross, President of the Scenic Riverway Community Association, said their biggest concern about the annexation was the prematurity because of infrastructure and cost issues and felt it was incompatible with staff's own definition. He said IG (General Industrial District) was generally incompatible with low intensity commercial areas. He said there were 42 residential properties within a half mile in any direction of this area.

He said he had been in Lawrence, Kansas for 35 years and had always heard of the 1,000 acres that was needed for industrial development and wondered where that amount came from. He said he contacted Myles Shocter (former City Planner with a graduate degree in Urban Planning, planning consulted in 1980's an d1990's, and was appointed to the Lawrence Douglas County Planning Commission in 1990's) to ask about the 1,000 acres. He said Myles Shocter and an industrialist came up with the 1,000 acres and he had Shocter's permission to use his excerpts which stated: "We determined the amount of industrial acres that we were using for existing population we then looked at the likely population growth of about 2% a year and figured the amount of additional land that was required to employ those new residence. We also knew we had about 10,000 people commuting out of the City everyday for employment. We took a fraction of these, maybe 1/3 and added that acreage for those lost employees. It came out that to accommodate the new employees and to recapture some of the lost jobs from the past that we needed 1,000 acres. As to the term "industrial' that is incorrect in should have said something more like "employment center acreage." That would include traditional industrial, warehousing, office centers etc…, but not commercial development. So when we calculated the needs, we were using the acreage requirements for the array of job creations facilities that we needed. A large amount of this was set aside for low intensity office parks. This would have accommodated many of those commuters who worked to the east and west, but the big issue is "where." If we are projecting out several decades, we must plan these uses and their expensive infrastructure

improvements in the major growth areas. In Douglas County this is predominately east on K-10 and south of 31st Street. It should not be a willing land owner who determines the growth of the community, but sound planning based on all factors. Major industrial growth, to the northwest will require major public investment in the wrong direction.

He said as he was thinking about the 155 acres and reviewing some of the notes and City minutes, he was reminded that Commissioner Chestnut stated that it was not the City Commission's responsibility to maximize the return for property owners.

As to their concerns about this being a domino effect down the farmer's turnpike, Commissioner Amyx asked if this was the way the City Commission wanted this corridor to look in the future when passing the baton.

Finally, both Commissioner's Amyx and Chestnut only voted in favor of the annexation and the subsequent rezoning based on the premise that no infrastructure would be promised or provided at any costs to the City. He said they asked that the City Commission deny this request and to keep his comments in mind.

Jane Eldredge, representing the property owner, said she wanted to discuss long range planning and how this request for annexation fit into the City's long range planning. As staff pointed out in their report, this annexation was compliant in every way with Horizon 2020. Over the last several years, the City had modified and improved on Chapter 7, Industrial Chapter, in Horizon 2020, more specifically there had been a series of sector plans or area plans that had plans designated for industrial office, commercial, and housing uses. This was good planning on the part of the City because it allowed people to know ahead of development what was intended for that area. As part of the sector planning, the City and County Commission's had both approved and adopted the K-10 Farmers Turnpike Sector Plan.

This plan was approved by the City in 2008 and by the County Commission in January 2009. The long range plan indicated that volunteer annexations were

encouraged. The Planning Commission recommended approval of the resolution as well as the annexation. She said the property owner making the request was an adjoining residential homeowner.

Dan Brogran, Trust Company of Kansas, said his company managed assets for a landowner in the area and he advised the City Commission that their Trust Company had no reservations, whatsoever, with the proposed annexation.

Tom Kern, President, Lawrence Chamber of Commerce, asked that the City Commission follow the staff's recommendation and adopt this resolution.

Vice Mayor Cromwell said in looking at the costs associated with this infrastructure was the issue about paying rural water to services and no sewer.

David Corliss, City Manager, said staff's recommendation on the annexation was that the City would not be required to extend water and sewer to this site. Building Permit might be issued if the City determined that water and sewer was not necessary for the use of the property. The next point of analysis was the development policy which indicated that property owners were required to pay the costs to extend City water and City sanitary sewer service to property, which was done in all development situations. In some development situations the City had received incentive requests to have that as an expense on behalf of the City. The city did not have an active development at this location. When looking at this site, in consideration of its possible use, for the Berry Plastic site, staff developed certain cost scenarios as far as extending sanitary sewer to the site following the West Baldwin Creek Sanitary Sewer that was installed, south of the turnpike. Staff engaged in discussions with both Rural Water District No. 6 and Rural Water District No. 1.

Rural Water District No. 6 had a waterline along Farmer's Turnpike. In current discussions, with District 6, they had not been favorable toward wanting to provide water to industrial sites without an amendment to the City's contract. It was actually City

water, but the City treated the water for Rural Water District No. 6 and they took from roughly Kasold and Lakeview Road.

He said staff also engaged in discussion with Rural Water District No. 1 which had a waterline on 1750 Road and discussed making an extension, south of the turnpike, on that waterline, up to service. He said there were different alternatives in providing water at that location, depending on the timing of development. He said there were no specific costs estimates, but looked at some of those costs to extend infrastructure based on the Berry Plastic proposal and their water needs. The waterline had a cost of approximately $300,000 to extend and there might be other property owners that could benefit from that waterline extension.

The Sanitary Sewer line depended upon how far the City Commission wanted to take that up the watershed underneath the turnpike and further and its costs were several hundred thousand dollars well, but it would obviously benefit other properties because those properties would be able to attach to sanitary sewers service. How those costs would be broken out between the 51 acres and others that would benefit, depended upon the timing and those general cost estimates.

One of the issues that would be discussed with water and wastewater master plan was looking at serving the areas in the Farmers Turnpike Sector Plan to see how to plan into the City's future utility infrastructure extensions.

Vice Mayor Cromwell said if that area would have fire protection.

Corliss said fire protection would depend on the City's ability to get City water service in that area because water pressure was needed in order to maximize the use of the City Fire Department. The City could provide City fire protection and did in some situations where there was adequate water pressure, for example, the City served all of Grant Township with fire protection with a pumper truck and it was possible to provide

City fire service to property that did not have City water pressure as well and depended upon the timing of the development at that location.

Vice Mayor Cromwell asked if the City had a long range plan for a fire station near the I-70 ramp.

Corliss said no, the City did not have plans for any new fire stations.

Vice Mayor Cromwell suggested taking a look at that idea in the long range plan.

Corliss said it depended on the velocity of development. If it was proceeding at its current pace, he did not see the City building any new fire stations this decade. If the City picked up the pace in development, the City might be looking at other locations.

The value of having this property annexed and zoned was that the City could market that area through the City's economic development partners for future industrial sites. They would have those land use entitlements in place and have general ideas about how to provide service to that property, but it depended upon what would actually be built in that location as to what the City provided.

Vice Mayor Cromwell said as far as need, there was the 155 acres nearly adjacent to this proposed property and was similar in its proximity to water and sewer. He said he understood, in looking at the map, this being seen as an industrial parcel, but asked why now when the City was not ready to take its infrastructure to that location. He asked about the argument that this annexation was needed now, considering the fact the City just brought on board, hundreds of acres of industrial.

Corliss said the City needed the tax base now and the City needed to grow its revenues. When taking a look at what the City had elsewhere in the community, the City had limited options for industrial development. The Farmland property had been acquired by the City and there was a stack of demolition proposals and the City Commission would have a chance to see those proposals in the future, but it would take some time to clear that site, respond to the environmental remediation needs and put in

infrastructure which provided additional locations on that side of town. Some industries and potential prospects did not want to look for a location on 23rd Street or K-10, but something that had I-70 access. When looking at locations regarding I-70, the City could look in the airport area, the northeast sector area, but had not been necessarily seen as favorable for additional industrial development. There were infrastructure needs and certainly storm water needs, adding additional impervious surface in the Pine Family area. The City was doing a few sites at the airport, but it had to be aviation related in order to grow in that location.

He said regarding the Farmers Turnpike, the City had annexed 155 acres and it changed in zoning and staff was continuing support for those actions in court because it was a very good site immediately adjacent to the turnpike. He said there could be an analogy that if trying to sell something to someone and had limited options in inventory, a person might not want to deal with that location and its challenges.

Vice Mayor Cromwell said the City only had all of those options in the last 6 months with the 155 acres.

Corliss said that statement was true. Unless the entire community was going out like for instance, acquiring Farmland, if the City wanted to buy property, then the City could control its timing as to when that property could be brought in for industrial development, otherwise, the City had to rely on property owners to make that decision an this property owner had made that request at this time.

Vice Mayor Cromwell asked about the City's industrial inventory as far as property.

Beth Johnson, Chamber of Commerce, said currently, East Hills, Farmland, Riverside Business Park and the airport were industrial properties.

Vice Mayor Cromwell said there was almost no industrial sites six months ago.

Mayor Amyx said the 155 acre site was not mentioned.

Ms. Johnson said she did not mention that site because currently that site was not listed on the Chamber's website and she had not received a proposal or a sign-off to allow the Chamber to market that property from the owner.

Mayor Amyx asked if the Chamber knew how many acres had not been signed-off with the Chamber.

Ms. Johnson said that site was all she was aware of that was zoned industrial.

Vice Mayor Cromwell said he would feel comfortable with zoning that area IL (Light Industrial) and not IG zoning (Heavy Industrial) due to its proximity to the residential and long-range plan for office/residential to the east. He asked if there was any willingness to consider the IL instead of the IG zoning.

Mayor Amyx said City Commission's direction was to adopt a resolution for a request of annexation. At this point in the process, it was the City Commission's responsibility, based on the recommendation from the Planning Commission to adopt this resolution directing this item to the Board of County Commission for their findings, under state law, to make sure this annexation would not hinder the development of the area and at that time. The City Commission would consider the annexation at a future date and it would be considered by ordinance. Sometime in the future the City Commission would consider the rezoning requests of this property as recommended by the Planning Commission. A copy of the minutes would be provided to the Board of County Commissioners regarding this item.

Scott McCullough, Director of Planning and Development Services, said staff hoped to provide these minutes.

Mayor Amyx asked if it was appropriate to have this discussion about the zoning after it went to the County Commission.

McCullough said staff was not providing the County Commission with zoning information. If annexed, the zoning would be a City request and consideration of the

zoning would likely come back to the City Commission the same night of the annexation request would be considered.

Mayor Amyx said he had a zoning question for Vice Mayor Cromwell regarding IG versus IL and its appropriateness and if it would affect the Vice Mayor's approval or denial of Resolution No. 6910.

Vice Mayor Cromwell said he had questions for the County Commission before he was willing to want this parcel in the City. He said the City Commission was not currently having discussion about the zoning, but wanted to address the developer to see if the developer would consider that question about zoning.

Mayor Amyx said it was probably not fair to have any type of, what could be considered, a public hearing on this item because it was not the item that was advertised to the public. The item was Resolution No. 6910, referring this item to the Board of County Commission for their findings before the City Commission could consider final annexation of this property.

Vice Mayor Cromwell said he grasped that concept, but his question still stood. He said the applicant could choose to answer his question or not.

Jane Eldredge said in making this application, the landowner was cognizant of the specific recommendations contained in the sector plan (Page 3.9). The sector plan made specific recommendations about zoning particular parcels of land which was the area bounded by North 1800 Road on the north, I-70 on the south, E 900 Road extended on the west and E 100 Road on the east. That parcel was indentified to be in the medium to high intensity industrial area. In the City's zoning code the IG is the medium to high density industrial zoning and within that zoning no commercial was allowed. That was the category reserved for the industries and businesses they did not want to get mixed up with the retail and other type of commercial. The sector plan had specific places that identified solely for industrial and not getting into mixed use an in the

city code it would be found in the IL (light) industrial. A section that was near the office/research or light industrial was a neighborhood commercial center which was separate and apart from the industrial. All of that was done with a great deal of input and there were more than 15 public meetings on this issue and at least 5 drafts of the sector plan before 1 was finally recommended by the Planning Commission and adopted by the 2 governing bodies.

The in depth discussion about zoning was appropriate for a later time, but it was appropriate to point out the consistency with the application that had been made to this point.

Mayor Amyx said at this point the application was made for the IG zoning which the City Commission would consider at a later date.

Ms. Haines said in the motion, the proposed annexation would not hinder or prevent the proper growth for development of the area. She stated that within that area there had been instances where they had taken homes off the market because of their concern of heavy industrial. Their well aware the sector plan existed and was willing to compromise, but homeowners are most concerned with the value of their property which would be diminish by having the property zoned IG (Heavy Industrial) and the sector plan was not set in stone, but a suggestion.

Vice Mayor Cromwell said he was not going to get more of an answer than he was receiving and would prefer to see the zoning with this plan.

Mayor Amyx said he did not think that legally seeing those together were possible because there was a procedure. The Director of Legal Services presented the City Commission with a procedure the City Commission was required to follow by law. He said before the City Commission could take any further action on annexation, a resolution needed to be adopted sending this item to the Board of County

Commissioners for their findings on development and whether it hindered growth in the area.

Toni Wheeler, Director of Legal Services, said staff was proceeding under KSA 12-520(c) which was the State statute for island annexations. In the first action the City Commission, if they deemed this action was advisable was to pass Resolution No. 6910 that was before the City Commission at this time and would be forwarded to the County Commission to convene and discuss to determine if this annexation would hinder or prevent the proper growth and development in the area or any other incorporated city located within in the County. After making those finding, the County would notify the City of their findings and the City Commission would have the opportunity then to consider an annexation ordinance. Tonight was not the City Commission's final action and would have an opportunity to consider the annexation ordinance at a future date.

Mayor Amyx said if the Board of County Commissioners were to make a finding that it would hinder the development of the area, he asked what would happen.

Wheeler said the City of Lawrence could appeal that decision, under 520(c) to the District Court and could initiate an action challenging the County Commission's finding or the City Commission could take no action and not pass an annexation ordinance.

Commissioner Chestnut said there was a lot of discussion and did not know whether to plan ahead or not. He said the City planned ahead and tried to look at 24/40 in the City's Comprehensive Plan as an industrial site and for a long time it was in the City's Comprehensive Plan for 15 years and that industrial site was found to have Class 1 and Class 2 soils and essentially moved away from that plan. When the Lecompton Interchange was constructed as an exit to I-70, it created a corridor that was clearly going to be an identified as some type of industrial location in probably the best location in Douglas County.

He said relative to the discussion about property and the 1,000 acres, the city did not have industrial sites that were developable and he had been to at least 8 site location discussions where the City had lost because the City did not have the right site. He said that was clear since he had been on the City Commission and lost 2 or 3 opportunities because there was no right location.

The 87 acres had a lot of challenges and needed a lot of dirt work. There was a development in that area 10 years ago, but it was turned down.

The City's tax base was challenged and was rapidly approaching over 70% of the property tax being derived from residential housing. He said thinking in terms of financial considerations for the City was an unsustainable direction the City was going which was depending on a residential tax base in order to generate the level of property tax needed to have all of the amenities in this Community.

There had been a significant amount of planning surrounding this location in the corridor. It came up and arose appropriately based on the annexation request for the 155 acres. He said he looked at the Planning Commission's presentation and there were approximately 17 public meetings. In the end there was no consensus, but the best they could do based on competing interest of property owners, whether residential or property owners interested in further development.

The infrastructure cost question continued to come up and there was no request for that to be made and there should be no assumption, by initiating this action with the City to go to the County or coming back for annexation, that anything had been portrayed that that annexation would be granted.

He said they were in a situation where they needed to look at what was sustainable in this community and right now, there was a lot of interest and believe it was corridor that everyone had recognized that would have some industrial development and at some point he thought it was appropriate to move this item forward. A lot of the

discussion that happened should happen at the County Commission level because the County Commission ultimately had to make that determination about the consideration of the hindrances and the wording. The County Commission had the responsibility to make that ruling and it was clearly in the County's jurisdiction.

It was an appropriate application and fits within all of the planning that had been done up to this point and he would like to move forward with Resolution No. 6910.

Commissioner Johnson said he agreed with Commissioner Chestnut.

Commissioner Dever said the City had to reach a point of wanting good paying jobs in Lawrence and needed places for businesses to grow and this was an opportunity to introduce the concept in the area. There were no perfect locations, but believed this location had been thought out for many months. He said the zoning merited discussion in the future. Overall, he was in favor of the resolution.

Vice Mayor Cromwell said he was in favor of moving forward, but made it clear that this was an industrial site. He said he had questions on the zoning which had not been answered, but the discussion would take place in the future. He said he was ready to move this item to the next step and send the resolution to the County.

Moved by Johnson, seconded by Chestnut, to receive the Planning Commission's recommendation regarding annexation, A-9-3-10, of approximately 51.13 acres located at the southwest corner of North 1800 Road (Farmer's Turnpike) and East 1000 Road (Queens Road Extended). Motion carried unanimously.

Moved by Johnson, seconded by Chestnut, to adopt Resolution No. 6910, requesting the Board of County Commissioners of Douglas County to make certain findings regarding the annexation of property pursuant to K.S.A. 12-520c. Motion carried unanimously.

ITEM NO. 6A 51.13 ACRES; N 1800 RD & E 1000 RD (SLD)

A-9-3-10: Consider an Annexation request of approximately 51.13 acres, located at the southwest corner of N 1800 Rd (Farmer's Turnpike) and E 1000 Rd (Queens Extended). Submitted by Venture Properties, Inc., property owner of record.

ITEM NO. 6B COUNTY A-1 TO CITY IG; 51.13 ACRES; N 1800 RD & E 1000 RD (SLD)

Z-9-13-10: Consider a request to rezone approximately 51.13 acres from County A-1 (Suburban Home Residential) to City IG (General Industrial), located on the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Extended). Submitted by Venture Properties, Inc., property owner of record.

STAFF PRESENTATION

Ms. Sandra Day presented items 6A and 6B together.

Commissioner Harris asked why staff was recommending annexation for this item but not for the Berry Plastics rezoning they heard on Monday.

Ms. Day said this was a voluntary annexation by the property owner and it was within the Urban Growth Area. City plans talk about seeking and encouraging voluntary annexation over the City annexing it. She said the Berry Plastics site was further out and was not within any identified areas at this time.

Mr. McCullough said this was an area currently being studied for water and wastewater master planning and the Berry Plastics site was outside of that.

APPLICANT PRESENTATION

Ms. Jane Eldredge, Barber Emerson said both this site and the Berry Plastics site were not contiguous to the City limits so an annexation could only be done with consent or at the request of the property owner. She showed pictures of the area on the overhead. She also showed on the overhead different sector plans that were considered during the sector plan process. She said this annexation and rezoning request were the poster child of long range planning. She said the principals and goals in Horizon 2020 identify this area of the city as one that would be helpful in assisting job growth. She said the Sector Plan for the area was not uniformly loved by all but that it was a compromise that was the result of a lot of hard work in trying to keep the community goals in mind as well as the residents. She stated one of the reasons annexation was required along this corridor was to bring into play the much more rigorous city standards that would apply to landscaping, parking, stormwater, sewer, buffering, and setbacks. All of those things are required under city codes but not county codes. She also said it would bring it within the ambience of the city industrial zoning as opposed to the county industrial zoning. She said the property owners have had prospects looking at the site.

PUBLIC HEARING

Mr. Tom Kern, President of Lawrence Chamber of Commerce, said the site was within the Horizon 2020 and Farmer's Turnpike Plan as industrial and follows the logical process of planning already done. He said there exists a significant need for additional industrial sites in Lawrence and Douglas County, especially larger tract sites of 45-50 acres or larger. He said the land was relatively flat and had excellent road access. He said the Chamber, the City, and others have done significant investigations looking at the economic feasibility of providing water and sewer to the sites so that eventually a benefit district could be created. He said the Chamber supported the annexation and rezoning and felt it was in the best interest of the community.

Ms. Beth Johnson, Chamber of Commerce, discussed the limited availability of properties for industrial use. She said some of the properties that show up on the map as being available industrial land are not willing land owners so they are not available. She mentioned several businesses that looked at coming to Lawrence. She displayed on the overhead the economic development prospect overview from 2006-September of 2010:

Economic Development Prospect Overview from 2006-2010 (Sept.)

	2006	2007	2008	2009	2010
Number of Inquiries - Total	66	63	47	46	30
Number of Inquiries - Land	16	18	10	18	7
I70 Specific Request				3	4
% Eliminated due to lack of site	35%	51%	55%	35%	71%
Requests for up to 5 Acres	12%	6%	0%	0%	0%
Requests for 6-10 Acres	19%	17%	0%	6%	0%
Requests for 11-30 Acres	31%	11%	0%	6%	0%
Requests for 31-50 Acres	0%	17%	30%	17%	29%
Requests for 51-99 Acres	12%	33%	20%	11%	29%
Requests for 100+ Acres	26%	17%	50%	28%	43%

Number of Inquiries - Buildings	33	31	24	35	21
% Eliminated due to lack of building				43%	33%
Requests for 1-25,999 Square Feet	18%	13%	38%	20%	29%
Requests for 26,000-44,999 SF	24%	23%	13%	23%	14%
Requests for 45,000-75,999 SF	18%	13%	4%	9%	19%
Requests for 76,000-99,999 SF	6%	16%	13%	6%	14%
Requests for 100,000-149,999 SF	9%	10%	8%	14%	5%
Requests for 150,000-199,999 SF	9%	10%	13%	20%	10%
Requests for 200,000-399,999 SF	6%	13%	13%	11%	19%
Requests for 400,000+ SF	9%	3%	0%	3%	5%

Mr. Dan Brogren, The Trust Company of Kansas, agent and attorney-in-fact for an individual who owns property to the west of the subject-tract, on N 1800 Road. He said the owner had no objection whatsoever to the requested annexation/zoning request referenced under Items 6a and 6b.

Mr. Greg Burger, lives at 1847 E 800 Road, expressed opposition to the rezoning and annexation. He felt it was too soon for this to take place. He did not want an industrial park in his neighborhood. He expressed concern about the bike path not being wide enough. He said currently the bike lane is 2' between Kasold and the Farmer's Turnpike/K-10 by-pass. He was concerned about decreased property values. He said it was farmland and he moved to the country to get away from the city. He was disappointed in the process in general.

Commissioner Liese asked how far Mr. Burger lived from the proposed site.

Mr. Burger said about two miles in driving distance.

Commissioner Liese asked how likely it would be that he would see the property from his house.

Mr. Burger said it was not likely he would see the property from his house but he was concerned about a domino effect.

Commissioner Liese asked if his main concern was aesthetics.

Mr. Burger said yes and increased traffic as well.

Ms. Marguerite Ermeling, lives north of the area about ½ mile on 950 Road, said she wanted to point out several things she felt needed to have the curtain pulled back on. She appreciated the comments by the Commission in expressing interest in public participation with Berry Plastics and how it moved along well. She said that did not happen with the Sector Plan process for this area as suggested earlier. She said this particular Commission gave a 9-0 vote to go explore Ms. Bonnie Johnson's presentation in work meetings. She said the one big public announcement meeting had about 75 people in attendance and that they met at the Lawrence Aquatic Center. She said the Planning Staff was nearly tarred and feathered out of there because the people were presented with a 'done deal' type plan of what staff had come up with and what they expected it to be. She felt the process did not start out well and was not at all what happened with the Northeast Sector Planning process. She said they were offered three work sessions and they offered 13 names on a list to the Planning Department. She said they were only allowed 5 people to be present and that they were told by Mr. McCullough that he had been instructed that they were only allowed to stay in the toolbox and not allowed to pursue any investigation into Ms. Bonnie Johnson's presentation. She said they ended up with a plan that did not register the neighbors and did not register the larger group of the area at all. She stated the plan that her group presented was not considered on any level. She said the plan that was adopted was the one that was pushed upon the group and not what the neighborhood would like to see. She also said this annexation and rezoning was brought to the Planning Commission falsely with the suggestion that there was any real participation of the neighborhood or other stakeholders. She felt this was not a well done study or sector plan, upon which was now going to base another opportunity for annexation. She recommended that the Sector Plan needed to come back and done correctly.

Commissioner Burger asked Ms. Ermeling what she would change about the Sector Plan.

Ms. Ermeling said her groups plan included the 150 acres of heavy industrial IG and looked at the rest of the area as relatively agricultural. She said Ms. Bonnie Johnson brought awareness to the Commissions that there were possibilities of how integrating different levels of industrial into a rural space and brought forward the kinds of zoning changes or additions of zoning brackets that could be created creatively. She said that was not considered at all. She said regarding the solar company that Ms. Beth Johnson mentioned that looked into Mr. Schwada's 155 acres, her group came forward to meet with the City and Berry Plastics and offered to drop all cases for the purpose of them getting that area to use. She said they offered to drop it all on the basis of two things; a lower industrial rating instead of IG, and a review of the discussion about the Sector Plan. She said their offer was declined.

Commissioner Liese asked Ms. Ermeling to comment on the annexation and zoning separately.

Ms. Ermeling said if the sector plan was different this piece of property would probably not be coming forward right now for annexation. She was concerned about island annexation with no intent of what would go there out on the perimeter of an urban grown area which she felt was massive for this city. She said even if the floodplain and all the protected lands were taken out there was still a massive amount of urban growth area to grow into. She was concerned about the cost of extending infrastructure out there and felt it was premature to annex the property. She said this was not a unique piece of land and was just near an interchange. She said the Commission might want more industrial zoning but that there should be a more coordinated effort than just surrounding the entire community with it.

Commissioner Liese inquired about her compromise of lighter zoning.

Ms. Ermeling said that related to the 155 acres at the intersection of K-10 and Farmer's Turnpike. She said her group sent the letter to the City and requested the meeting to occur, which it did. She said on Monday Berry Plastics told her that they did not have a problem with the condition. She said to her knowledge it was the property owner that did not want lighter zoning. She said she did not know how the City felt about it.

Commissioner Burger asked what percentage of the Sector Plan she objected to.

Ms. Ermeling said she did not have that off the top of her head.

Mr. Jim Haines said he lives directly across the turnpike from the 51 acres being discussed tonight. He said he was with Ms. Marguerite Ermeling during the sector planning process and everything she said was accurate from his perspective. He said there was a tremendous amount of process but he was not able to cite one substantive element that was suggested by the residential neighbors that ended up in the final plan. He said Ms. Jane Eldridge used the word 'compromise' but that it was not an appropriate word to use to describe the sector planning process. He said his preference would be that the property remain agricultural, but he was realistic and a landowner should be able to direct the use of his/her land, within limits. He felt that when a change in use was requested that the requested change should, within limits, be consistent with the established uses in the immediate neighborhood. He said there were residential houses directly in view of this land. He said it was not realistic for him to always expect to see corn growing there and knew at some point the land would be developed, but did not agree with it going from a corn field to the highest level of intensive industrial use when there are residences immediately adjacent.

Commissioner Liese inquired about Mr. Haines statement "that nothing proposed by residents was followed."

Mr. Haines said that was his recollection. He said he was part of the meeting at which they attempted to make a compromise with Berry Plastics and he supported the Berry Plastics proposal of 155 acres.

Mr. Darrel Ward, 922 N 1800 Road, urged them to deny the annexation and rezoning of the property. He discussed the size of the property and timing of the annexation and rezoning. He said regarding the size it was a long narrow site and typically industrial sites would not be a good fit for long narrow sites. He said regarding the timing there was no rush to annex and rezone the property because the developer had no client lined up for this site. He said in the K-10 & Farmer's Turnpike Sector Plan there were a lot of references to large sites and large scale industrial uses. He said he is an industrial designer with Black & Veatch and the site was not big enough for proper industrial use. He stated this was the first rezoning in the K-10 & Farmer's Turnpike Sector Plan and would set a precedent or create a domino effect for rezoning and development in the area. He read a quote from Benjamin Franklin "one fact will ruin a good argument." Mr. Ward gave one fact that there was no rush to rezone or annex the property.

Commissioner Liese said he was interested in Mr. Ward's thoughts as a neighbor since he too lives in the area. He said he was not convinced that timing wasn't an issue given what Ms. Beth Johnson shared about businesses interested in space on I-70. He said he was not comfortable judging how a developer or industry decide to design their space. He asked how it would affect Mr. Ward as a property owner in the area.

Mr. Ward said he would have to look at it every day and drive past it every day. He spoke about Ms. Beth Johnson's figures on 4 inquiries out of 30 inquires requested I-70 sites which was only 11% so he was concerned about catering to the minority. He said if half or a third of the applicants asked for I-70 access that would be a different matter. He said he had 47 years invested in the area and did not think this intensive of industrial was a right fit.

Mr. David Corliss, City Manager, told a story about his daughter looking for a prom dress and how she wanted multiple choices not just one dress to choose from. He related the story to businesses also wanting choices for sites. He stated that industries need multiple locations to choose from and the community needs to provide choices. He said some businesses are going to want to locate along the I-70 corridor. He said there have been discussions this evening about the validity of the adopted K-10 & Farmer's Turnpike Sector Plan. He said it was approved by County Commission, City Commission, and a lawsuit against it was dismissed. He asked Planning Commission to use planning documents already in place. He said they have looked at infrastructure extensions at the location. He said this site was active during Berry Plastics discussions until Berry Plastics decided to relocate. He said he wanted to make sure that when the next industry comes to town they have additional sites to try and locate companies within the community. He stated that if the community does not expand its tax base it will either have to increase taxes or decrease services. He stated he was also in some of the

meetings regarding the 155 acres for Berry Plastics. He said he had a different recollection as to the number of conditions the plaintiffs proposed in order to dismiss the lawsuit, which he said continued to this day. He emphasized the need for choices in the community and that developers want a selection of sites to choose from.

Commissioner Harris asked Mr. Corliss to elaborate on infrastructure plans.

Mr. Corliss displayed a sewer and water line map on the overhead. He stated the City has Comprehensive Water and Wastewater Master Plans and that one of the ways to determine where lines go was through the Comprehensive Master Plan process. He said the Development Policy indicates that if a property owner consents to annexation within the city they can extend, at their cost, city water and city sewer facilities to their property. He stated those were the two primary guides for getting infrastructure to a site. He said water was a little problematic and the best way to get water to the site was to cut through Rural Water District #6, which they have had discussions with. He said the City treats the water that Rural Water District #6 uses. He said they have also had discussions with Rural Water District #1 which serves the area south of I-70.

Commissioner Harris inquired about what they needed to do to determine whether an annexation and rezoning would not hinder or prevent proper growth of the area. She wondered about getting infrastructure to a property and said it sounded like the line would follow gravity and then go back to the property, not just going the shortest distance.

Mr. Corliss said that was correct. He said the infrastructure installations would make sense for the long term urbanization of the property.

Commissioner Liese said he was trying to keep the annexation and rezoning separate. He inquired about the City's involvement about discussions regarding annexation with community members and if it would be normal.

Mr. Corliss said it would not be normal in this situation or probably in most situations. He said it would usually be the responsibility of the applicant when they have more definitiveness on the project. He said he has not had any conversations with adjacent property owners.

Mr. McCullough said there was an extra process built into the City's policy to send annexation requests over 10 acres to Planning Commission, which was not required by statute, but was a practice to get public input of the community.

Commissioner Liese asked if this was the process.

Mr. McCullough said yes.

Mr. Corliss said there was no statutory requirement for annexation requests made by the applicant to go before Planning Commission. It was a City decision to have annexations of more than 10 acres be reviewed through Planning Commission.

Mr. Dave Ross, President of Scenic Riverview Community Association, said Mr. Dave Corliss was correct, there were actually three things the group asked for in the Berry Plastics meeting Mr. Corliss referenced. He said they saw an article in the Lawrence Journal World in December that Berry Plastics was considering moving out to that area so the group initiated through their attorney a letter to the City Manager requesting a meeting with the City Manager and Berry Plastics. He said after seeing the plan of Berry Plastics and what they were wanting the group had a side meeting for 15 minutes and came back with three suggestions; downzoning to either IBP or IL, incorporate design guidelines with things such as berming and screening, and that the Sector Plan would be looked at again. He thought Berry Plastics and the City Manager thought the requests were reasonable. He said the developer agreed to only downzone the 60 acres that Berry Plastics wanted. He said one thing that had not been pointed out was that he asked Ms. Beth Johnson if there was anything that could

be built in East Hills Business Park that could not be built with IL zoning. He said the answer he was given was no. He wondered why the property had to have IG zoning because he said there would be very little resistance to IL zoning. He said the answer he got from the developer was that the developer wants to keep his options open. He said that sort of language scares the neighbors. He requested that if Planning Commission proceeds with the annexation they at least consider a lesser zoning on the property. He said another thing that hasn't been discussed is the quality of life issue. He said he spends a lot of time in Boulder, Colorado and that they have a green zone around the city that no one can build upon. He said he read a recent newspaper about American Planning Association designating Massachusetts Street as a 'great street.' He said in 1986 a developer wanted to knock down the 600 Massachusetts Street and put in a downtown mall. He said the lead developer of record was Mr. Duane Schwada and that the apple hasn't fallen far from the tree.

Commissioner Hird inquired about his comments about a green zone and asked where IG zoning would go.

Mr. Ross said he had not thought about it. He said the offer to the City still stands to drop the litigation. He felt that IL would be more appropriate zoning.

Commissioner Hird asked where he would want IG zoning.

Mr. Ross said the Farmland piece of property and more pieces on the east side of town. He wondered if an IG zoning type of business would really take them to the dance. He felt that IL or IBP zoning could give them what they need in terms of employment, quality of employment, and the type of wages they want. He said he was in favor of helping the Chamber get what they need to attract jobs to the community but felt IG zoning was too intense and was concerned it would create a domino effect. He said one of the comments Commissioner Chestnut made during the Lowe's rejection was that he felt like it was a breach of promise to the neighborhood. Mr. Ross said his group feels that way about this project.

Commissioner Hird asked if Mr. Ross participated in the sector plan process.

Mr. Ross said yes, he was present at every single meeting.

Commissioner Rasmussen said he remembered a lot of effort from City Staff to go out and engage with residents of the area and stakeholders. He said he also remembered a lot of Planning Commission meetings where they worked on the Farmer's Turnpike Sector Plan. He asked how Mr. Ross could say that that plan was adopted without the benefit and inclusion of stakeholder input.

Mr. Ross said that Ms. Ermeling and Mr. Haines already addressed that. He said the plan that the group showed of rural industrial parks in Illinois, Canada, and California seemed to peak the Planning Commissions interest and that Planning Commission instructed the group to pursue those. He said when the group attempted to do that they were told it could not be done in Lawrence. He said the plans Ms. Jane Eldredge showed on the overhead tonight almost reflected a full circle from the original plan to what ultimately happened.

Commissioner Rasmussen said he voted against the K-10 Farmers Turnpike Sector Plan because every time they got an iteration before Planning Commission the amount of industrial land shown on future land use map seemed to go down.

Mr. Ross said when his group did the numbers and showed their plan it had more industrial space with more at the east end.

Commissioner Rasmussen said the ultimate plan that Planning Commission ended up voting on was quite a bit less industrial land then what they started with. He said he voted against it because he felt the amount of industrial space along that corridor went down inappropriately.

Commissioner Blaser inquired about the comment in the Scenic Riverview Community Association letter regarding the probability of Kmart relocating its facilities away from Lawrence. He said he has not heard anything about that and asked if he had facts regarding that statement.

Mr. Ross said that was just conjecture based on some of the things the Scenic Riverview Community Association has talked about. He said it was a probability statement for them to think about.

Mr. McCullough said the Planning Commission inquired to him about the factuality of that statement because it was stated as a pretty hard statement in the letter 'it appears probable that Kmart will relocate its facilities away from Lawrence.' He said there have been recent discussions with Sears about a minor improvement at that site but there was no indication that they were ready to leave Lawrence, and in fact it was quite the opposite indication because they have invested a lot of time, money, and effort into a state of the art warehouse facility for their needs.

Mr. Don Rothwell said he was the executive of his father's estate which was directly west of the property in question and they agree with the annexation and rezoning. He said the new road was progress and if they don't have facilities in place for these corporations to relocate they will go somewhere else. He was in favor of the proposal.

Mr. Rich Mahaley said he lives across the highway from the land proposed for annexation and rezoning. He said at neighbor meetings he felt like the sector plan was in place and did not feel like the neighbors were involved. He said he would be able to see the facility across the highway. He said he has no problem with progress but he does have a problem with the level of zoning and felt that a lower zoning would be more appropriate. He expressed concern regarding drainage and flooding issues of the property. He said the property was far from the interchange and traffic would increase. He stated Queens Road was a chip-n-seal road and expressed concern about increased traffic on it. He also expressed concern about his property value being lowered.

Ms. Ermeling said she understood the need for some level of industrial but that it seems to be a committed major move to make it really available everywhere all around this community. She said it was necessary to have some of that and some variety of choices. She wondered why the solar business didn't consider the northwest corner of Highway 40/10. She said the point was to look at the bigger scope of things and that IG zoning does not necessarily equal jobs. She said this site and area has been determined that it is going to be IG and eliminates it to be something else that still brings in jobs and taxes. She said they do need sites for IG but how much. She questioned the concept that the whole thing needed to be IG and felt they needed variety.

APPLICANT CLOSING COMMENTS

Ms. Jane Eldredge thanked the Commission for being patient.

COMMISSION DISCUSSION

Commissioner Finkeldei asked staff to comment about the drainage that one of the speakers mentioned as a concern.

Mr. McCullough said development was a linear process. He said they will determine through studies where warrants will exist for making improvements for adding elements of bike lanes, sidewalks, paths, and such. He said that development starts out unimproved and as development occurs they make the necessary improvements required. The road improvements and drainage issues would be studied at the appropriate process development time and that it was not necessarily at the rezoning and annexation time. He felt the city stormwater standards were higher than the county and that they go to great lengths to retain/detain water appropriately for each development.

Commissioner Harris inquired about the sentence 'will not hinder or prevent the proper growth of that area.' She asked for examples of projects that they would conclude that it would hinder growth and development.

Mr. McCullough said if there were a utility plan that was associated with this request that may not have been thoughtfully planned out and wouldn't take the whole watershed into account. Some of those decisions have to be made as they move down the line on those projects. He said they have tried to demonstrate that if they are seeking to develop industrially there may be interim infrastructure solutions that may have to occur in the interim until urban services are required or can be extended to those development projects. He said industrial development was a little different animal than residential and commercial development because it could be a much longer timeframe to get full occupants. He said East Hills Business Park, for example, was still not fully occupied. He said in this particular case the ground work and foundation have been laid for proper growth and development because they have done the sector planning, in the midst of utility planning, reviewing master plans, and looking at a first step in development on a couple of parcels. He said this was not the first parcel to annex and rezone in the Farmer's Turnpike Sector Plan.

Mr. Corliss said the language was taken from KSA520c, which was the island annexation statute. He said its primary purpose was to make sure cities would not annex property that would interfere with the orderly development of other cities. He gave an example of where there would be major conflict, such as if the city wanted to annex property that would be in the orderly growth pattern of another urbanizing area or incorporated city.

Commissioner Harris said on Monday they talked a lot about traffic on Farmer's Turnpike and that it was good that Berry's Plastics would have lighter truck loads. She wondered about the possible impact of heavier truck loads on the road from this project.

Mr. McCullough said if there were improvements warranted, such as turn lanes or signalization, could be paid for by a specific project or part of a benefit district that would be shared by a finite area of property owners. He said the traffic studies help determine when those things are needed. He said the Farmer's Turnpike carries a lot of truck traffic today because of the industry to the east over to the west interchange. He said typically arterial road sections were borne by the public at large.

Commissioner Harris asked if the public at large was the county or city.

Mr. McCullough said it could be either and depends on whether it's a shared or internal road.

Commissioner Liese said he was really doing his best to keep the annexation and rezoning separate. He asked each Commissioner to comment about keeping them separate. He wondered if they could really break the requests apart.

Commissioner Finkeldei said the short answer was yes because it was two separate votes. He said he would support the annexation and rezoning. He said a few months ago he voted against the Lowe's project location because it went against a lot of different sector plans in place. He said in this case he would support the annexation and rezoning because of the sector plan that was passed designating the land as IG. He said he respectfully disagreed with people who said there was no public input process. He said he personally sat through five Planning Commission meetings regarding the subject. He said it was true they did not adopt the plan everyone agreed with or liked but that there was certainly a public input process. He said Planning Commission, City Commission, and County Commission all adopted the sector plan. He said the request complies with the plan. He said annexation was consistent within the urban growth area and in an area that was planned for. He felt it was important to have IG zoned land available. He said regarding the domino effect, it depended if there was other land to be used. He felt it was important to follow plans that they pass.

Commissioner Singleton said she would support both the annexation and rezoning for a variety of reasons. She said it does go along with sector plan that went through the appropriate process. She said she voted against the sector plan and was in the minority. She said she remembered Planning Commission meetings that went till 1:00am listing to public comment and that some of the compromises went into the plan. She said there was public participation and that this was the sector plan that came out of the process. She felt as a Planning Commission they were responsible for looking to the sector plan for guidance when making decisions. She said

this piece of property makes complete sense because it abuts I-70 which is noisy and not pretty. She felt this was an appropriate use of the land and would be good for the community.

Commissioner Liese said their comments were helpful.

Commissioner Hird said the process was long and not easy. He respectfully disagreed with the comments about there not being public input. He said unfortunately sometimes when people's substantive ideas are not incorporated it becomes the fault of the process instead of the ideas. He said that intelligent honest people can disagree and that's what they had in developing this sector plan. He reminded them not to lose sight of Horizon 2020 which applies to this region identified for growth. He said he was a rural resident himself and he appreciated the comments about the change that comes to an area. He said he would probably be opposed to it as well if he lived in the area and he was glad people have been participating in the process. He said the fact of the matter is that it was consistent with the sector plan. He stated through the 14 public meetings he felt everyone had a chance to air their opinions and this was the sector plan that was adopted. He agreed with Commissioner Finkeldei that if they adopt a sector plan and then immediately turn around and say "we really didn't mean it" then they undermined the process. He said he would support the applicant and hoped that a refinery would not be what people see when they drive into town because the appearance of the community was important.

Commissioner Harris agreed that there was public input and compromises at the Planning Commission stage. She felt that some of the heartburn from the folks who live out there comes from the beginning process where a plan was presented to them. She said another area of heartburn was that the plan Ms. Bonnie Johnson presented didn't get any traction. She said the majority of Planning Commissioners did not agree with the public concerns and instead approved the sector plan, and so did the City and the County. She said although she did not vote in favor of the plan it was the tool that was in place and they must use now. She said when she discussed her thoughts about this plan she thought there should be some industry out in that area near the interchange and this property was near the interchange. She said she would be happier if it was zoned IL instead of IG, but she did not have a problem with it being industrial. She said as far as the annexation being tied with the zoning Ms. Eldredge pointed out earlier if this was in the city then the property would comply with city standards and guidelines which were more stringent than the county. She said she would prefer to annex property after the infrastructure plan was completed. She said if they deny the annexation they would have to come back with county zoning.

Commissioner Hird inquired about the difference between the public process of a sector plan versus a neighborhood plan.

Mr. McCullough said probably each one of the sector plans and neighborhood plans have started out a little bit differently. He said there was staff analysis to determine elements and issues. He said one big difference is that the neighborhood plans is typically urbanized already and sector plans are typically non-urbanized in nature. He said typically staff likes to go to meetings with a concept plan for the public to react to. He said if they don't start with something for the public to react to it doesn't go very far very quickly and can be muddled.

Commissioner Rasmussen said they heard a lot of testimony and continuing frustration about the 155 acre parcel but that was not what was before them tonight. He said the property before them tonight fits with the sector plan. He said they took a lot of public comment for the sector plan and compromises were made on both sides. He said he voted against the sector plan because he felt that with the access to I-70 this was a natural location for more industrial development. He felt they would see more requests for industrial development and that they would probably be amending the sector plan at some point in the future to provide for more industrial development. He said the Development Code says the purpose of IL land was to primarily intended to accommodate low impact industrial wholesale and warehouse operations that are employment intensive and compatible with commercial land uses. He said he wouldn't consider this area as commercial land area. He said the definition of IG zoning was primarily intended to accommodate moderate and high

impact industrial uses, including large scale or specialized industrial operations requiring good transportation access. He said this proposal fits that definition so he would be support the annexation and rezoning.

Commissioner Burger said she would support the annexation and rezoning because it falls within the guidelines of the sector plan. She agreed that there needed to be multiple sites to choose from. She said if the city perhaps owned all the available property that could be developed that might not be an issue, but having various sites was as much about having different opportunities to deal with different developers. She said she did not like everything about this but felt that sticking with the sector plan was the best thing they could do at this point.

Commissioner Liese said his responsibility was to the larger community and that the sector plan was important. He said if he were to vote for the annexation and against the zoning it would be because he was disturbed by stories regarding the process. He said he would vote in favor of the annexation and zoning given that the sector plan was in place before he was on the Planning Commission.

Commissioner Blaser said he would vote in favor of both proposals. He felt that IG zoning was the right zoning for the area. He did not necessarily agree that the shape of the land was a big issue. He wished they did not have to do spot annexation but in this case they need industrial land and need all kinds of industrial land in different locations.

Commissioner Rasmussen said they needed to keep in perspective that the interchange added to I-70 where K-10 meets I-70 changed the dynamic and changed the character of the land radiating out from that, which was a natural occurrence.

ACTION TAKEN on Item 6A
Motioned by Commissioner Rasmussen, seconded by Commissioner Hird, to approve the annexation (A-9-3-10) and forward a recommendation to the City and County Commission that they find that the annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the Douglas County and that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and;

Recommend that the City Commission approve the requested annexation of approximately 51.13 acres located at the southwest corner of N 1800 Road (Farmer's Turnpike) and E 1000 Road (Queens Road Extended) and subject to the following conditions:

1. Building permits may be issued for the property if the City of Lawrence reasonably determines that either City water or City sanitary sewer service is not required to serve the use or uses on the property, the uses being those that can be served by rural water or on-site sanitary sewer management systems (including, but not limited to sewage storage tanks).
2. The applicant shall execute an agreement not to protest the future annexation of any adjacent rights of way or roadway easements.

Commissioner Harris said she would reluctantly vote in favor of the motion but said she would prefer it was zoned to IL not IG. She said she was not comfortable with approving annexation without having an infrastructure plan ahead of time but said having the land annexed before it was rezoned would give the residents out there the best possible industrial project on that land.

Unanimously approved 8-0. Student Commissioner Davis voted in favor.

ACTION TAKEN on Item 6B
Motioned by Commissioner Rasmussen, seconded by Commissioner Hird, to approve the rezoning (Z-9-13-10) request for 51.13 acres from County A-1 (Suburban Home Residential) to City IG (General Industrial) District

and forwarding it to the City Commission with a recommendation for approval based on the findings of fact found in the body of the staff report.

Commissioner Liese said he would vote in favor of the motion because they were supposed to support the sector plan.

Unanimously approved 8-0. Student Commissioner Davis voted in favor.

Excerpts from the September 21, 2010 City Commission meeting

Jim Haines pulled from the consent agenda, the annexation (A-9-3-10) request of approximately 51.13 acres, located at the southwest corner of N 1800 Road (Farmers Turnpike) and E 1000 Road (Queens Extended), for separate discussion.

He said he and his wife lived directly across the Farmer's Turnpike and were significantly involved in the island annexation of the 155 acres, a mile west of his home and that annexation was still not completely resolved. He said he was requesting that the City Commission not refer this annexation to the Planning Commission.

He said when they went through the process of considering the earlier annexation, one of the objections that were raised by the neighborhood association that opposed that annexation was the piecemeal annexation was not a sound planning process. He said they were told that the earlier annexation was not going to be part of a piecemeal annexation of additional land in that area into the City and the 155 acres that was in question, at that time, was an exceptional circumstance for many reasons and that they had no reason to believe that that would set a pattern for the future and now they were at step one of what appeared to be exactly, what he thought he believed were told, would not happen. He said in his view, at a minimum, the discussion should be set for another evening so there was more adequate notice to the people who lived in that area and could be present for discussion of this annexation. He said he hoped the City Commission would object to this, out of hand, as being an inappropriate approach to land planning.

Marguerite Emerling said she would like to put in that same request that it not be forwarded on the Planning Commission at this time, for a couple of reasons and one was that land was platted as a rural subdivision and it got into a lot of area that was yet to even be understood and comprehended, including Kansas law pertaining to Rural Water District 6 and its entitlement to be compensated for land that was being removed from

their territory into the municipal system and she was not aware there had been any conversation as to how that might be efficient, effective, and economical for this community or for the rural water district.

In addition, if it was predicated on that sector plan, it had been acknowledged by both City and County to their legal representation that it was less than ideally handled. It was to be a process through which there was a negotiation between municipal needs, property owners, and the general public. The majority of property owners were never even entered or advised that this was happening, nor included in the discussion about forming that sector plan.

In addition, those that were presented were denied any representation by the City Planning Department, for their ideas and their ideas were struck down and never brought to the Commission's attention. She said that the entire thing happened in three months which was hardly effective for a proper sector plan discussion.

Mayor Amyx said that was absolutely wrong.

Emerling said she would like to have the Mayor explain to the general public the sequence of events, the parties that were present, and in the newspaper. Again, she said generally speaking, the sector plan had something to be resolved which was her belief and shared by others. She said there was so much going on and knew that it had not come to a place where they could be working for something similar to make work. She said they would like to have a different setting on this course, but it would not begin on the basis on entering into another piece of island annexation. She said if there was any way to commit to discussions outside and apart, it would be something the entire area would be willing to do.

Mayor Amyx said he believed that everything deserved its day in court and this was the opportunity to send this item to the Planning Commission for recommendation as to whether or not this property should be annexed. If anything was to change through

that process the property owners in that area would have the opportunity to be a part of the process because that was how the process worked.

Moved by Johnson, seconded by Chestnut to receive the annexation (A-9-3-10) request of approximately 51.13 acres, located at the southwest corner of North 1800 Road (Farmers Turnpike) and E 1000 Road (Queens Extended) and refer the item to the Planning Commission for recommendation. Motion carried unanimously.

RESOLUTION NO. 6910

A RESOLUTION OF THE CITY OF LAWRENCE, KANSAS REQUESTING THE BOARD OF COUNTY COMMSSIONERS OF DOUGLAS COUNTY MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY PURSUANT TO K.S.A. 12-520c.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

Section 1. The Governing Body finds that the City of Lawrence, Kansas has received from the owner a written request and a Petition and Consent for the voluntary annexation into the City of Lawrence, Kansas of the property described in Section 2. The Governing Body further finds that such property is within Douglas County, Kansas, does not adjoin the contiguous boundaries of the City, and that annexation into the City is advisable. The Governing Body further finds that the provisions of K.S.A. 12-520c require that the Board of County Commissioners of Douglas County make certain determinations concerning the property.

Section 2. The property is legally described to wit:

A tract of land located in the Northeast Quarter (NE¼) of Section Twenty (20), Township Twelve South (T12S), Range Nineteen East (R19E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE¼); thence South 0°04'49" West a distance of 820.62 feet, said point being on the East line of the Northeast Quarter (NE¼) and the Northerly right-of-way of the Kansas Turnpike; thence North 89°01'11" West a distance of 1,011.18 feet, said point being on the Northerly right-of-way of the Kansas Turnpike and the beginning of a radial curve to the left having a delta angle of 12°15'51", a radius of 7,789.49 feet and a chord bearing South 84°50'53" West a distance of 1,664.17 feet and an arc length of 1,667.34 feet, said point being on the Northerly right-of-way of the Kansas turnpike and on the West line of the Northeast Quarter (NE¼); thence North 0°13'10" West a distance of 951.56 feet, said point being the Northwest corner of the Northeast Quarter (NE¼); thence North 89°58'27" East a distance of 2,673.27 feet to the point of beginning, containing 51.13 acres more or less, less road right-of-way and easements of record granted to Douglas County and the Kansas Turnpike Authority.

Section 3. The Governing Body hereby respectfully requests that the Board of County Commissioners of Douglas County find and determine that the requested annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County, all as provided by K.S.A. 12-520c.

Section 4. The City of Lawrence, Kansas reserves the right to annex such land under other statutory authority should the conditions arise that would permit such annexation.

Section 5. That if it is subsequently determined that the City of Lawrence, Kansas lacks the authority to annex any portion of land described in Section 2, the City hereby declares its intent to annex the remaining portion of such land.

Adopted by the Governing Body of the City of Lawrence, Kansas this ___ day of _____, 2010.

_____
Mike Amyx, Mayor

ATTEST:

_____
Jonathan Douglass, City Clerk

Approved as to legal form:

_____
Toni Ramirez Wheeler, Director of the Legal Department

Approved as to closure of the legal description:

_____
Charles F. Soules, Director of Public Works