

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, SEPTEMBER 25, 2013

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of lease agreement for Lecompton Tower Site with Hayden Tower Service to construct and operate emergency radio communications for Douglas County ECC." (Scott Ruf);
- (c) Consider recommendation of a contract with SCALE Inc. to conduct a food hub feasibility study for northeast Kansas (Eileen Horn);
- (d) SP-13-00410: Site plan for construction of an accessory structure, accessory to the Lone Star Brethren Church located at 883 E 800 Road. Submitted by Jeff Flory for Lone Star Church of the Brethren, property owner of record. (Mary Miller); and
- (e) Adoption of Annual Review of Solid Waste Management Plan (Keith Browning)

REGULAR AGENDA

- (2) Consider approval of Interlocal Agreement for back-up PSAP (Public Safety Answering Point) Operations with Johnson County Communications Center for Douglas County ECC." (Scott Ruf)
- (3) Consider approval of a Home Rule Resolution of the Board of County Commissioners adopting policies and procedures for Temporary Business Use Permits in connection with the Kansas Department of Transportation's K-10 Highway Extension Project (Linda Finger/Keith Browning)
- (4) Consider approval of road construction agreement with Penny's Aggregates, Inc. for road improvements required by conditions to the CUP for a sand excavation facility (Keith Browning)
- (5) Consider Comprehensive Plan Amendment, CPA-13-00272, to Horizon 2020, Chapter 8-Transportation, to incorporate the Goals, Objectives and Strategies in the new T2040 Metropolitan Transportation Plan. *Initiated by City Commission on 6/11/13.* Adopt on first reading, Joint City Ordinance No. 8910/County Resolution, for Comprehensive Plan Amendment, CPA-13-00272, to Horizon 2020, Chapter 8-Transportation, to incorporate the Goals, Objectives and Strategies in the new T2040 Metropolitan Transportation Plan. (PC Item 3; approved 9-0 on 8/26/13) (Todd Girdler)
- (6) Consider Site Plan, SP-13-00328, for Dupont Pioneer Addition, located at 1451 N 1823 Road. Submitted by Paul Werner Architects, for RCH LLC, property owner of record. (Sandra Day)
- (7) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Public Comment
 - (d) Miscellaneous

RECESS

RECONVENE

6:35 p.m.

- (8) Consideration of Agritourism Assembly over 100 person event scheduled for October 5, 2013, at KC Pumpkin Patch in Douglas County, 157 E 2300 Rd, Wellsville, KS as deferred from the September 11, 2013 meeting. (Linda Finger)-Backup to follow Monday (Added 09-23-13)
- (9) Adjourn

WEDNESDAY, OCTOBER 2, 2013

-4-H proclamation

-Jillian Rodrigue to be presented with the KS Emergency Management Professional of the Year award by Garry Berges, Geary County, President of the Kansas Emergency Management Association.

Regular Agenda:

Discussion of various planning related items

WEDNESDAY, OCTOBER 9, 2013

4:00 P.M.

CONSENT

Consider acceptance of dedication and vacation of rights-of-way and easements associated with **MS-13-00367**, Prospect Farm, a Minor Subdivision Replat of part of Lots 1-12, Block 39, Lots 1-3, 7-12, Block 40, and Lots 11-12, Block 41, Clinton City, Douglas County, Kansas. Submitted by Bartlett and West. for Janet S Mills, Executor for the Estate Of Jesse Herman Hess, deceased, property owner of record. (Mary Miller)

***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.*

CO-LOCATION AGREEMENT (TOWER)

This Co-Location Agreement (Tower) (this "Agreement"), dated September 1, 2013, is entered into between the following Sublessor and Lessee:

SUBLESSOR: HPB Properties, LLC
A Kansas Limited Liability Company
2836 NW Hwy 24
Topeka, KS 66618
Phone: (785) 232-1840
Fax: (785) 232-1877

SUBLESEE: Douglas County, Kansas
111 East 11th Street, Unit 200
Lawrence, KS 66044
Phone (785) 838-2470
Fax (785) 330-2801

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

(a) Sublessor currently leases a parcel of land (the "Land") and owns a telecommunications tower (the "Tower") located on the Land which is described in the lease agreement (the "Prime Lease"), a true and correct copy of which is annexed hereto as Exhibit A. Sublessor hereby leases to Lessee space on the Tower and adjacent thereto, with such leased space being described in Exhibit B annexed hereto (the "Premises").

(b) The Premises are located on the Land leased to the Sublessor under the Prime Lease. Except as otherwise expressly provided herein or except as the terms of the Prime Lease may be in conflict with or inconsistent with the terms provided herein, all of the terms, covenants, and provisions in the Prime Lease are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

2. Use. The premises may be used by the Lessee for the following purposes only:

For collocation of antennas, transmission lines, equipment shelter, and other related equipment to transmit and receive radio signals for P-25 800 MHz public safety communications and point to point microwave.

If Lessee desires additional uses, Lessee may do so only upon an express written agreement with Sublessor which is an addendum to this Agreement, which consent shall not be unreasonably delayed, denied, or conditioned. Electric power to Lessee's facility shall be provided by Lessee at Lessee's cost. Sublessor agrees to cooperate with Lessee, at Lessee's expense, to obtain the Landlord's cooperation and in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Sublessor shall have no affirmative duty to obtain such licenses, permits or approvals and is only required to cooperate with Lessee in the Lessee's efforts; provided, however, that Lessee may terminate this Sublease if Lessee cannot obtain all necessary licenses, permits or approvals for the Lessee Facilities (as defined in Paragraph 7(a) below).

3. Tests and Construction. Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys and inspections it deems necessary, at its cost, for the purpose of constructing the Lessee Facilities (as defined in Paragraph 7(a) below). Upon Lessee's request, Sublessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower. The tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates.

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4. Term. The term of this Agreement shall commence on September 1, 2013 or after completion of the Tower and at the start of Sublessee's construction, whichever last occurs ("Commencement Date") and shall end on the last day of the 120th month following such commencement date. This Agreement shall be automatically extended for up to seven additional successive five-year terms unless Sublessee gives written notice to Sublessor, stating the Sublessee's intention not to renew, such notice to be given at least 180 days prior to the commencement of the succeeding renewal term.

5. Rent. Within 15 days of the Commencement Date and on the first day of each month thereafter, Sublessee shall pay to Sublessor as rent the sum of One Thousand Six Hundred Dollars (\$1,600.00) per month during the first twelve (12) months of the term. For the next twenty-four (24) months, Sublessee shall pay to Sublessor as rent the sum of One Thousand Six Hundred Fifty Dollars (\$1,650.00) per month. For the next twenty-four (24) months, Sublessee shall pay to Sublessor as rent the sum of One Thousand Seven Hundred Dollars (\$1,700.00) per month. After the initial sixty (60) months, the annual Lease amount shall be \$20,904.00 payable by Sublessee to Sublessor each month in the amount of \$1,742.00 for the next thirty-six (36) months. Upon the date of the eighth (8th) anniversary of the Commencement Date and every three (3) years thereafter the lease amount shall be increased by nine percent (9%). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Sublessor at 2836 NW Hwy 24, Topeka, KS 66618, Attention: Accounts Receivable. If a rental payment is not paid on or before the due date or within 10 days thereafter, in addition to such rental payment, Sublessee shall also pay a late fee equal to ten percent (10%) of such late rental payment.

6. Rent Discount. If Sublessor shall add additional Tower tenants (defined as a national-presence carrier such as Sprint, AT&T or Verizon Wireless providing commercial mobile radio service or a similarly licensed national wireless service), Sublessee will receive a twenty percent (20%) discount for the first additional tenant, and a ten percent (10) discount for the second and third additional tenants from the current lease rate in effect. Said discount would be capped after the third additional tenant.

7. Facilities; Utilities; Access.

(a) Subject to the terms and conditions of the Construction Appendix attached hereto, Sublessee has the right to erect, maintain and operate at the Premises, consistent with the foregoing Section 2, USE, the following (the "Sublessee Facilities"):

As described in Exhibit B annexed hereto.

Sublessee shall be responsible for its antenna mounts and its transmission lines. In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee's business operations and to install transmission lines to connect the antennas to the transmitters and receivers. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Title to the Sublessee Facilities shall be held by Sublessee. All of Sublessee's Facilities shall remain Sublessee's personal property and are not fixtures. Sublessee has the right to remove all Sublessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement (subject to Paragraph 11, Termination) provided, Sublessee repairs any damage to the Premises caused by such removal. Sublessee shall allow Sublessor to perform Sublessee's construction and/or antenna and line installation on the Premises.

(b) Electric power and telephone service to facility shall be provided by Sublessee at Sublessee's cost. Sublessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Sublessor agrees to permit Sublessee's utility company access to the Premises for the purpose of providing and maintaining utility services for the Sublessee.

(c) Sublessee, Sublessee's employees, agents, subcontractors, lenders, and invitees shall have access to the Premises without notice to either Landlord or Sublessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Sublessor grants to Sublessee, and its agents employees, contractors, guests and invitees, a non-

exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Sublessor shall maintain all access roadways from the nearest public roadway that to the Premises subject to any conditions defined in the Prime Lease in a manner sufficient to allow pedestrian and vehicular access at all times under good weather conditions. Sublessor is not responsible for snow removal or the condition of the road due to weather conditions.

8. Interference.

(a) Sublessee shall operate the Sublessee Facilities in a manner that will not cause interference to Sublessor and other sublessees or licensees of the Land and Tower, provided that their installations predate that of the Sublessee Facilities or their installations predate any change to the Sublessee Facilities. All operations by Sublessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Sublessee Facilities, Sublessor shall not permit itself, its sublessees or licensees to install new equipment on the Land or the Tower or property contiguous thereto owned or controlled by Sublessor if such equipment is likely to cause interference with Sublessee's operations. Such interference shall be deemed a material breach by Sublessor. In the event interference occurs, Sublessor agrees that it will take all action necessary to eliminate such interference within a reasonable time period following notice of such interference. In the event Sublessor fails to comply with this paragraph, Sublessee may terminate this Agreement and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

(c) Sublessee shall provide to Sublessor, at Sublessor's request, R.F. Mapping information including, for example, frequencies used and output levels. Forthwith upon any modification to Sublessee's Facility, the same information shall be provided to the Sublessor.

9. Taxes. If personal property taxes are assessed, Sublessee shall pay any portion of such taxes directly attributable to the Sublessee Facilities. Sublessee shall not be responsible for the payment of any real property taxes, assessments, and/or deferred taxes on the Land.

10. Waiver of Sublessor's Lien.

(a) Sublessor waives any lien rights it may have concerning the Sublessee Facilities which are deemed Sublessee's personal property and not fixtures, and Sublessee has the right to remove the same at any time without Sublessor's consent.

(b) Sublessor acknowledges that Sublessee may have entered into a financing agreement including promissory notes and financial and security agreements for the financing of the Sublessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Sublessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due.

11. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice by either party upon a material default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice.

12. Destruction or Condemnation. If the Premises or Sublessee Facilities are totally or materially destroyed, condemned or transferred in lieu of condemnation, Sublessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Sublessor no more

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than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Sublessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

13. Insurance. Sublessee, at Sublessee's sole cost and expense, shall procure and maintain on the Premises and on the Sublessee Facilities, bodily injury and property damage insurance with a combined single limit of at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessee, its employees and agents arising out of or in connection with Sublessee's use of the Premises, all as provided for herein. Sublessor, at Sublessor's sole cost and expense, shall procure and maintain on the Land and Tower, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessor, its employees and agents arising out of or in connection with Sublessor's use, occupancy and maintenance of the Land and Tower. Sublessee shall procure and maintain on the Premises and Sublessee Facilities insurance insuring against its own loss of revenue or business interruption. Such insurance shall insure, on an occurrence basis, against loss of revenue or business interruption in the event of the partial or total destruction of the facilities. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph prior to the Commencement Date.

14. Waiver of Subrogation. Sublessor and Sublessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Sublessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Sublessor and Sublessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by the policy. Neither Sublessor nor Sublessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 13.

15. Assignment and Subletting. Sublessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the Sublessor, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Sublessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 10 above. In no event may Sublessee diplex signals, grant any shared use rights, or utilize digital or analog interconnect facilities as a service bureau to provide interconnection services to other telecommunication providers. Sublessor may assign this Agreement upon written notice to Sublessee, subject to the assignee assuming all of Sublessor's obligations herein, including but not limited to, those set forth in Paragraph 10 above. Notwithstanding anything to the contrary contained in this Agreement, Sublessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Sublessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. Warranty of Title and Quiet Enjoyment. Sublessor warrants that: (i) Sublessor leases the Land and owns the Tower and rights of access thereto; that the Tower may be subject to, now or in the future, financing arrangements including promissory notes and financial and security agreements for the financing of the lease and tower with a third party financing entity; (ii) Sublessor has full right to make and perform this Agreement; and (iii) Sublessor covenants and conditions on Sublessee's part to be observed and performed, Sublessee may peacefully and quietly enjoy the Premises. Sublessor agrees to indemnify and hold harmless Sublessee from any and all claims on Sublessee's leasehold interest.

17. Repairs. Sublessee shall not be required to make any repairs to the Land or Tower other than the Sublessee's Facilities, unless such repairs shall be necessitated by reason of the default or neglect of Sublessee or its invitees or agents including default or neglect of other sublessee property. Sublessor shall not be required to make any repairs

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to the Sublessee's Facilities unless such repairs shall be necessitated by reason of the default or neglect of the Sublessor or its invitees or agents. Except as set forth in Paragraph 7(a) above, upon expiration or termination hereof, Sublessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Sublessee's control excepted.

18. Hazardous Substances. Sublessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Sublessor represents, warrants and agrees (1) that neither Sublessor nor, to Sublessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, and (2) that Sublessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation. Sublessor and Sublessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents or employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

19. Liability and Indemnity. Sublessee shall indemnify and hold Sublessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Sublessee or Sublessee's agents or employees in or about the Premises. Sublessor shall indemnify and hold Sublessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Sublessor or Sublessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. The duties described in Paragraph 19 survive termination of this Agreement.

20. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the Successors and permitted assignees of the respective parties.

(d) Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement, such notice or demand shall be given or served in writing and sent to the party which is the intended recipient, at its address set forth on page 1 of this Agreement. All such notices shall be sent by certified or registered mail and in such case shall be effective as of the date such mailing is deposited or by reputable overnight courier, and in such case shall be effective one (1) day after the date of mailing. Any such address may be changed from time to time by either party serving notices as above provided.

(e) This Agreement shall be governed by the laws of the State in which the Land is located.

(f) Sublessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Sublessee in the official records of the County where the Land is located. Lessor agrees to sign all necessary and appropriate documents to facilitate the filing of the Memorandum of Agreement. In the event the

Land is encumbered by a mortgage or deed of trust, Sublessor agrees to assist Sublessee in obtaining a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Sublessee may obtain title insurance on its interest in the Premises. Sublessor shall cooperate by obtaining Landlord's signature on and/or executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity. The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failures of either party to comply with the terms, covenants, agreements, and/or conditions of this Agreement, it is understood and agreed upon that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or extended in connection therewith, including, but not limited to, reasonable attorneys' fees, including appellate fees, and court costs.

21. Tower Marking and Lighting Requirements. Sublessor acknowledges that it, and not Sublessee, shall be responsible for compliance with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") with the exception of the painting or marking of Sublessee coax or other equipment which shall be the sole responsibility of the Sublessee. Sublessor shall indemnify and hold Sublessee harmless from any fines or other liabilities caused by Sublessor's failure to comply with such requirements. Sublessee shall indemnify and hold Sublessor harmless from any fines or other liabilities caused by Sublessee's failure to comply with painting or marking of coax or other personal equipment owned by Sublessee. Should Sublessee be cited by either the FCC or FAA because the Tower is not in compliance and, should Sublessor fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Sublessee may either terminate this Agreement immediately on notice to Sublessor or proceed to cure the conditions of noncompliance at Sublessor's expense, which amounts may be deducted from the Rent.

22. Option and Right of First Refusal for Sale by Sublessor. In the event of any offer acceptable to Sublessor, or to Sublessor's successor in interest, at any time or times during the original or extended term hereof, for the sale of the Tower and Premises in accordance with the terms of the Prime Lease, the Sublessor, prior to acceptance thereof, shall give the Sublessee, with respect to each such offer, written notice thereof. Sublessee shall have the option and right of first refusal for fifteen (15) days after receipt of such notice within which to elect to purchase the Tower and Premises. Sublessee shall purchase the Tower and Premises at the same price as offered by the prospective offer of purchase.

Insert Exhibit A – Land Lease

Insert Exhibit B – Sublessee Equipment Details

Insert Exhibit C – Memorandum of Lease

Signatures on Next Page

HPB Site Lecompton
Sublessee Site Lecompton

SUBLESSOR:

HPB Properties, LLC

By: _____

Name: Kevin J. Hayden

Its: Managing Member

Date: _____

SUBLESSEE:

Douglas County, Kansas

By: _____

Name: _____

Its: _____

Date: _____

SUBLESSOR ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF SHAWNEE

On _____, 201_, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

My commission expires: _____

SUBLESSEE ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF DOUGLAS

On _____, 201_, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

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Sublessee Site Lecompton

Annex A

Equipment Installation, Site Improvements and Maintenance

Sublessee agrees with Sublessor in authorizing Hayden Tower Service, Inc., to perform any and all construction, maintenance and installation related to the Tower and premises. Sublessee may utilize any contractor(s) or subcontractors for installation or repair of its radio, microwave and electronic equipment (excepting antennae, waveguide and coax subsystems), generator, transfer switch, shelter and all contents therein provided contractor(s) and subcontractors meet the insurance requirements as outlined in Paragraph 13 above.

EXHIBIT A

REAL ESTATE LEASE

See attached.

REAL ESTATE LEASE-OPTION

This Agreement is entered into this 15th day of August, 2013, by and between the undersigned landowner(s) **Sherilyn Kay LaDuke** of 297 N 2100 Rd, Lecompton, KS, 66050, and **Freda N. LaDuke, Trustee of the Freda N. LaDuke Revocable Trust**, UDT, June 20, 2002, herein called Lessor (whether one or more than one), and **HPB Properties, LLC**, with its principal place of business at 2836 NW Hwy 24, Topeka, KS, 66618, herein called Lessee. This option is made for the fee of Five Hundred dollars (\$500.00) and other good and valuable consideration the receipt of which is acknowledged upon signing of this document and with the following terms:

1. The Lessor does hereby grant to the Lessee, and its respective heirs, personal representatives, successors and assigns, an option to lease the following described premises on the terms herein described:

Legal description and map exhibit as attached.

2. This option shall extend for a period of not to exceed eighteen (18) months from the date hereof. During said eighteen (18) month period, Lessee may exercise its option to lease the above-described premises, by notifying Lessor in writing at the address provided above. Notice of the exercise of the option by Lessee shall be in the form of Exhibit A attached hereto and incorporated by reference.

Upon exercise of the option by Lessee, Lessee shall be entitled to complete and file with the proper government agency (i.e., Register of Deeds, County Recorder, or like agency) a Memorandum of Exercise of Option to Lease in the form of Exhibit B attached hereto and incorporated herein by reference. The parties shall upon the execution of this Agreement also sign the Memorandum of Exercise Option to Lease which shall be held by Lessee subsequent to its execution.

3. Upon exercise of the option by Lessee, the lease period shall be for a term of forty-five (45) years from the date of exercise of said option, and the annual lease amount for the first twelve (12) months shall be \$7,200.00, payable each MONTH in the amount of \$600.00. For the next twenty-four (24) months, the annual lease amount shall be \$7,800.00 payable each MONTH in the amount of \$650.00. For the next twenty-four (24) months, the annual lease amount shall be \$8,400.00 payable each MONTH in the amount of \$700.00. After the initial sixty (60) months, the lease amount shall be increased upon the date of the fifth (5th) anniversary of the exercise of the option by Lessee by six percent (6%) [3% per year] for the next thirty-six months (36), the annual Lease amount shall be \$8,904.00 payable each month in the amount of \$742.00. Upon the date of the eighth (8th) anniversary of the exercise of the option by Lessee and every three (3) years thereafter the lease amount shall be increased by nine percent (9%). The initial payment by Lessee for this lease option shall be applied to the first MONTHLY lease payment in the event of exercise of the option.

4. Lessee shall use the premises exclusively for a communications tower, buildings to house radio equipment, and related facilities and equipment (the "Improvements"). The Improvements shall in all events be personal property severable from the real property. Lessee shall have, during the term of the lease, an easement for ingress and egress to the premises herein described for purposes of construction, inspection and maintenance over existing driveways and lanes, or over other satisfactory access routes. Lessee shall have, during the term of the lease, an easement for the installation, maintenance and removal of transmission lines, electric lines and other utility lines and pipes on, over and under the adjacent property owned by Lessor. The easements granted and identified herein shall be further described in the form of an Easement Agreement identified as Exhibit C, attached hereto and incorporated herein by reference. Upon exercise of the option by Lessee, Lessee shall be entitled to file with the proper government agency (i.e., Register of Deeds, County Recorder or like agency) the Easement Agreement in the form of Exhibit C. At its option, Lessee may fence the premises.
5. Lessee shall indemnify and hold harmless the Lessor from any liability arising out of the construction or operation of the Improvements to be located upon said premises, and shall pay for any damages to crops, fences or property of the Lessor caused by construction or maintenance of the Improvements placed on the premises.
6. Lessee may terminate the lease by giving not less than ninety (90) days written notice of such termination to Lessor at the address herein above appearing. Upon termination of the lease, by expiration of time, or otherwise, Lessee shall remove all above ground improvements; foundations will be removed to three (3) feet below grade. Upon expiration of the lease, at the end of the term, the lease shall renew on an annual basis unless either party gives written notice of termination at least one-hundred and twenty (120) days prior to the end of the current term.
7. Prior to exercise of the option to lease said premises by Lessee, Lessee shall have access to the premises for the purposes of completing surveys, environmental and soil testing, and preliminary construction estimates, but shall not begin construction until exercise of said option.
8. Lessor covenants that neither Lessor, its family members, employees, nor contractors shall interfere with Lessee's peaceable and quiet enjoyment of the premises.
9. Lessor shall pay all real estate taxes and special assessments assessed with respect to the land which constitutes the premises. Lessee shall pay all real estate taxes assessed with respect to the Improvements constructed by Lessee.

10. Lessee represents warrants and agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws. Lessor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substances as of the date of this lease.

Lessee agrees to maintain the tower structure and leased premises in accordance with all FAA regulations, FCC regulations, state and local laws.

Lessee shall be responsible for, and shall promptly conduct any investigation and remediation as required by any environmental laws or common law, of all spills or other releases of hazardous substances caused solely by Lessee.

Lessee agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorney's fees that Lessor may suffer due to the existence or discovery of any hazardous substances on the property, of the mitigation of any hazardous substance to other properties or release into the environment ARISING SOLELY FROM LESSEE'S ACTIVITIES ON THE PROPERTY.

Lessor agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of actions, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorney's fees that Lessee may suffer due to the existence or discovery of any hazardous substance on the property, or the migration of any hazardous substance to other properties or released into the environment that relate to or arise from Lessor's activities during this lease and from all activities on the property prior to the commencement of this lease.

The indemnifications in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any governmental agency.

11. Lessee may assign this lease upon written notice to Lessor to any person controlling, controlled by, or under common control with Lessee, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquired Lessee's business and assumes all obligations of Lessee under this lease. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this lease and all obligations hereunder. Lessee may sublease the premises. Lessee may otherwise assign this Lease upon written approval of Lessor, which approval shall not be unreasonably conditioned, delayed or withheld.

Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in the lease and the Improvements and may assign this lease and the Improvements to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagees located on the premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Lessee upon entering into a financing agreement. Failure by Lessor to give Mortgagee such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Lessee or Mortgagee located on the premises.

12. In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time or times during the original or extended term hereof, for the sale of the Site or for a lease to commence upon the expiration or earlier termination of the original or extended term hereof, the Lessor, prior to acceptance thereof, shall give the Lessee, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser or lessee. Lessee shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase or lease that portion of the Site which Lessee utilizes in its operations, to be specifically described by Lessee upon exercise of such option or right of first refusal, such area not to exceed a total of six (6) acres. Lessee shall purchase or lease such defined area at the same pro-rata price per acre as offered by the prospective offer of purchase or lease.
13. This lease and any easements granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
14. This lease shall be subject to and governed by the laws of the state where the property is located.
15. Other provisions:

[None]

LESSOR:

Sherilyn Kay LaDuke

Sherilyn K. LaDuke

Freda N. LaDuke, Trustee

Freda N. LaDuke

STATE OF KANSAS)

: SS

COUNTY OF DOUGLAS)

On this the 14th day of August, in the year 2013, before me personally appeared Sherilyn LaDuke, known to me to be the person(s) who is/are described in, and who executed the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kristine E. Wheat
Notary Public

STATE OF KANSAS)

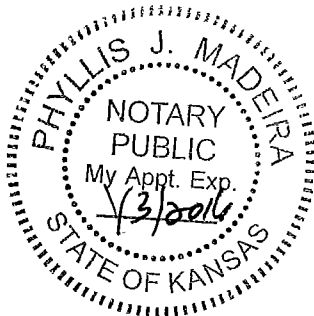
: SS

COUNTY OF DOUGLAS)



On this the 14th day of August, in the year 2013, before me personally appeared Freda N. LaDuke, known to me to be the person(s) who is/are described in, and who executed the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Phyllis J. Madeira
Notary Public

LESSEE:

HPB PROPERTIES, LLC

By *Kevin J. Hayden*
Its *Vice President (member)*

STATE OF KANSAS)

: SS

COUNTY OF SHAWNEE)

On this the 16th day of August, 2013, before me personally appeared Kevin J. Hayden, known to me to be the Vice-President of HPB Properties, LLC, the limited liability company that is described in and that executed the within instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sue McWilliams
Notary Public - Kansas

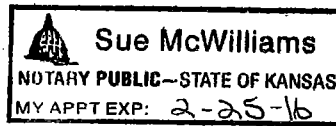


EXHIBIT A
REAL ESTATE LEASE-OPTION

Notice of Exercise of Option to Lease

You, Sherilyn Kay LaDuke, and Freda N. LaDuke, Trustee of the Freda N. LaDuke Revocable Trust, UDT, June 20, 2002, are hereby notified that HPB Properties, LLC, has elected to exercise its option to lease the following described real property:


See attached legal description and survey.

in accordance with the terms and conditions of the real estate lease-option dated August 15, 2013.

The lease term shall commence on September 1, 2013. The rental for the first month of the lease term was paid upon the execution of the real estate lease-option.

Dated: August 30, 2013

HPB PROPERTIES, LLC

By 
Its: President
2836 NW Hwy 24
Topeka, KS 66618

LECOMPTON RAW LAND PART OF SEC. 6, T. 12S, R. 18E, IN DOUGLAS COUNTY, KANSAS

LEGEND	
POWER POLE	⊙ PP
LIGHT POLES	⊗ LP
TELEPHONE PEDESTAL	□ Ped.
ANCHOR	⋄
BENCHMARK	⊕
CONTROL POINT	△
GATE POST	⋄ GP
PROPERTY CORNER	○
TOWER POINT	⊙
FENCE	— x —
OVERHEAD POWER LINE	— - - - -

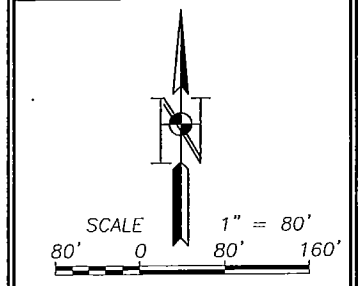
Hayden
TOWER SERVICE, INC.
2936 N.W. Hwy 24
Topeka, KS 66618
Phone: (785) 232-1840
Fax: (785) 232-1877

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
Telecommunications Surveys
929 SE 3rd Street Lee's Summit, Missouri 64063
Phone: (816) 347-9997 Fax: (816) 347-9979

SURVEY COORDINATED BY:
LOVELACE AND ASSOCIATES, LLC
P.O. BOX 68,
LEE'S SUMMIT, MO 64063
TELEPHONE: 816-347-9997
FAX: 816-347-9979

SURVEY PROVIDED BY:
LOVELACE AND ASSOCIATES, LLC
P.O. BOX 68,
LEE'S SUMMIT, MO 64063
TELEPHONE: 816-347-9997
FAX: 816-347-9979

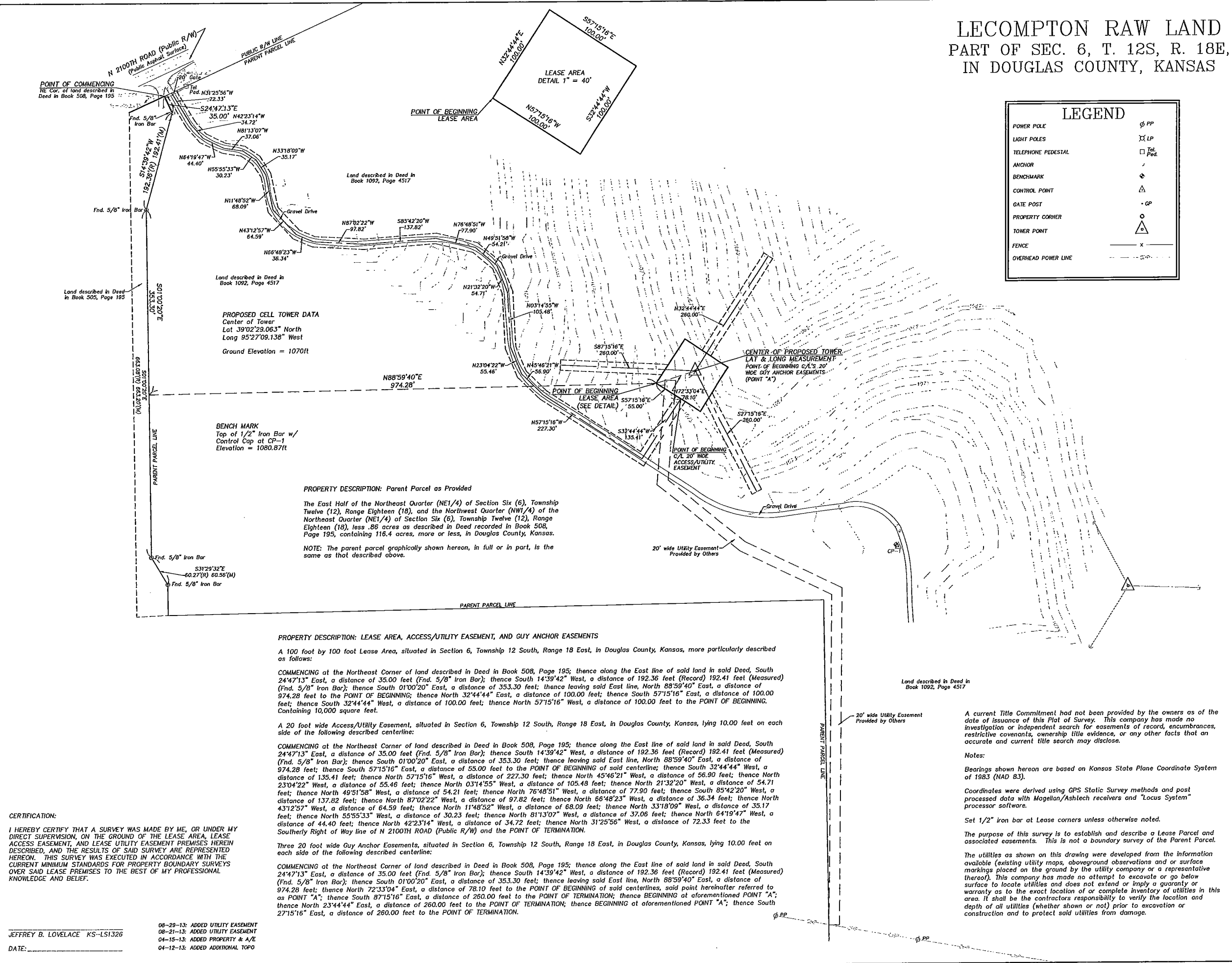
SURVEY PROVIDED FOR:
HAYDEN TOWER SERVICE, INC.
2936 NW HWY 24,
TOPEKA, KS 66618
TELEPHONE: 785-232-1840



FLOOD NOTE:
According to my interpretations of Community Panel No. 20087C0340D of the Flood Insurance Rate Map for Douglas County, Kansas, dated 11-04-2009, the subject property is in Flood Zone "X", i.e. "areas determined to be Outside 500 year flood plain".

JEFFREY B. LOVELACE
REGISTERED PROFESSIONAL SURVEYOR
STATE OF KANSAS
EXPIRES 12/31/2012

SITE I.D.: NA
SITE NAME: LECOMPTON RAW LAND
SITE LOCATION: DOUGLAS COUNTY, KANSAS
LA PROJECT NO.: 13083
DRAWN BY: A.C.T.
CHECKED BY: J.B.L.
DATE: 03-28-13
FIELDWORK DATE: 03-27-13
SHEET NUMBER 1 OF 1

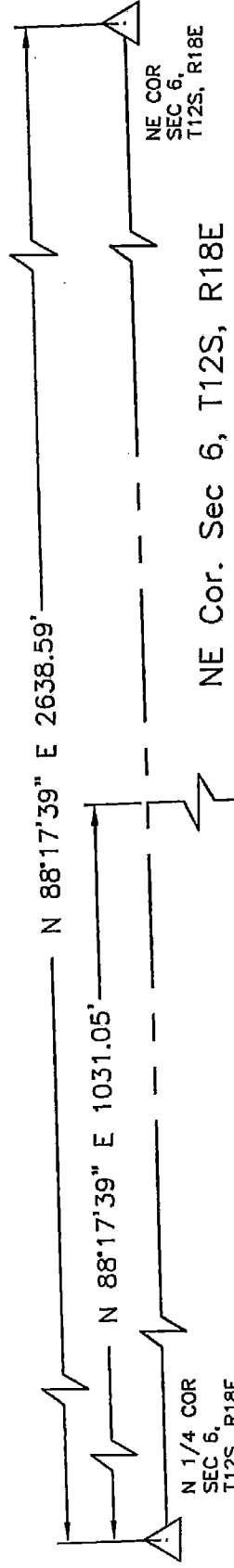


PROPERTY DESCRIPTION: Parent Parcel as Provided
The East Half of the Northeast Quarter (NE1/4) of Section Six (6), Township Twelve (12), Range Eighteen (18), and the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Twelve (12), Range Eighteen (18), less .86 acres as described in Deed recorded in Book 508, Page 195, containing 116.4 acres, more or less, in Douglas County, Kansas.
NOTE: The parent parcel graphically shown hereon, in full or in part, is the same as that described above.

PROPERTY DESCRIPTION: LEASE AREA, ACCESS/UTILITY EASEMENT, AND GUY ANCHOR EASEMENTS
A 100 foot by 100 foot Lease Area, situated in Section 6, Township 12 South, Range 18 East, in Douglas County, Kansas, more particularly described as follows:
COMMENCING at the Northeast Corner of land described in Deed in Book 508, Page 195; thence along the East line of said land in said Deed, South 24°47'13" East, a distance of 35.00 feet (Fnd. 5/8" Iron Bar); thence South 14°39'42" West, a distance of 192.36 feet (Record) 192.41 feet (Measured) (Fnd. 5/8" Iron Bar); thence South 01°00'20" East, a distance of 353.30 feet; thence leaving said East line, North 88°59'40" East, a distance of 974.28 feet to the POINT OF BEGINNING; thence North 32°44'44" East, a distance of 100.00 feet; thence South 57°15'16" East, a distance of 100.00 feet; thence South 32°44'44" West, a distance of 100.00 feet; thence North 57°15'16" West, a distance of 100.00 feet to the POINT OF BEGINNING. Containing 10,000 square feet.
A 20 foot wide Access/Utility Easement, situated in Section 6, Township 12 South, Range 18 East, in Douglas County, Kansas, lying 10.00 feet on each side of the following described centerline:
COMMENCING at the Northeast Corner of land described in Deed in Book 508, Page 195; thence along the East line of said land in said Deed, South 24°47'13" East, a distance of 35.00 feet (Fnd. 5/8" Iron Bar); thence South 14°39'42" West, a distance of 192.36 feet (Record) 192.41 feet (Measured) (Fnd. 5/8" Iron Bar); thence South 01°00'20" East, a distance of 353.30 feet; thence leaving said East line, North 88°59'40" East, a distance of 974.28 feet; thence South 57°15'16" East, a distance of 55.00 feet to the POINT OF BEGINNING of said centerline; thence South 32°44'44" West, a distance of 135.41 feet; thence North 57°15'16" West, a distance of 227.30 feet; thence North 45°46'21" West, a distance of 56.90 feet; thence North 23°04'22" West, a distance of 55.46 feet; thence North 03°14'55" West, a distance of 105.48 feet; thence North 21°32'20" West, a distance of 54.71 feet; thence North 49°51'58" West, a distance of 54.21 feet; thence North 76°48'51" West, a distance of 77.90 feet; thence South 85°42'20" West, a distance of 137.82 feet; thence North 87°02'22" West, a distance of 97.82 feet; thence North 66°48'23" West, a distance of 36.34 feet; thence North 43°12'57" West, a distance of 64.59 feet; thence North 11°48'52" West, a distance of 68.09 feet; thence North 33°18'09" West, a distance of 35.17 feet; thence North 55°55'33" West, a distance of 30.23 feet; thence North 81°13'07" West, a distance of 37.06 feet; thence North 64°19'47" West, a distance of 44.40 feet; thence North 42°23'14" West, a distance of 34.72 feet; thence North 31°25'56" West, a distance of 72.33 feet to the Southerly Right of Way line of N 2100TH ROAD (Public R/W) and the POINT OF TERMINATION.
Three 20 foot wide Guy Anchor Easements, situated in Section 6, Township 12 South, Range 18 East, in Douglas County, Kansas, lying 10.00 feet on each side of the following described centerline:
COMMENCING at the Northeast Corner of land described in Deed in Book 508, Page 195; thence along the East line of said land in said Deed, South 24°47'13" East, a distance of 35.00 feet (Fnd. 5/8" Iron Bar); thence South 14°39'42" West, a distance of 192.36 feet (Record) 192.41 feet (Measured) (Fnd. 5/8" Iron Bar); thence South 01°00'20" East, a distance of 353.30 feet; thence leaving said East line, North 88°59'40" East, a distance of 974.28 feet; thence North 72°33'04" East, a distance of 78.10 feet to the POINT OF BEGINNING of said centerline, said point hereinafter referred to as POINT "A"; thence South 87°15'16" East, a distance of 260.00 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned POINT "A"; thence North 23°44'44" East, a distance of 260.00 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned POINT "A"; thence South 27°15'16" East, a distance of 260.00 feet to the POINT OF TERMINATION.

CERTIFICATION:
I HEREBY CERTIFY THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, LEASE ACCESS EASEMENT, AND LEASE UTILITY EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OVER SAID LEASE PREMISES TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.
JEFFREY B. LOVELACE KS-LS1326
DATE: 03-28-13
08-29-13: ADDED UTILITY EASEMENT
08-21-13: ADDED UTILITY EASEMENT
04-15-13: ADDED PROPERTY & A/E
04-12-13: ADDED ADDITIONAL TOPO

EASEMENT SURVEY



NE COR
SEC 6,
T12S, R18E

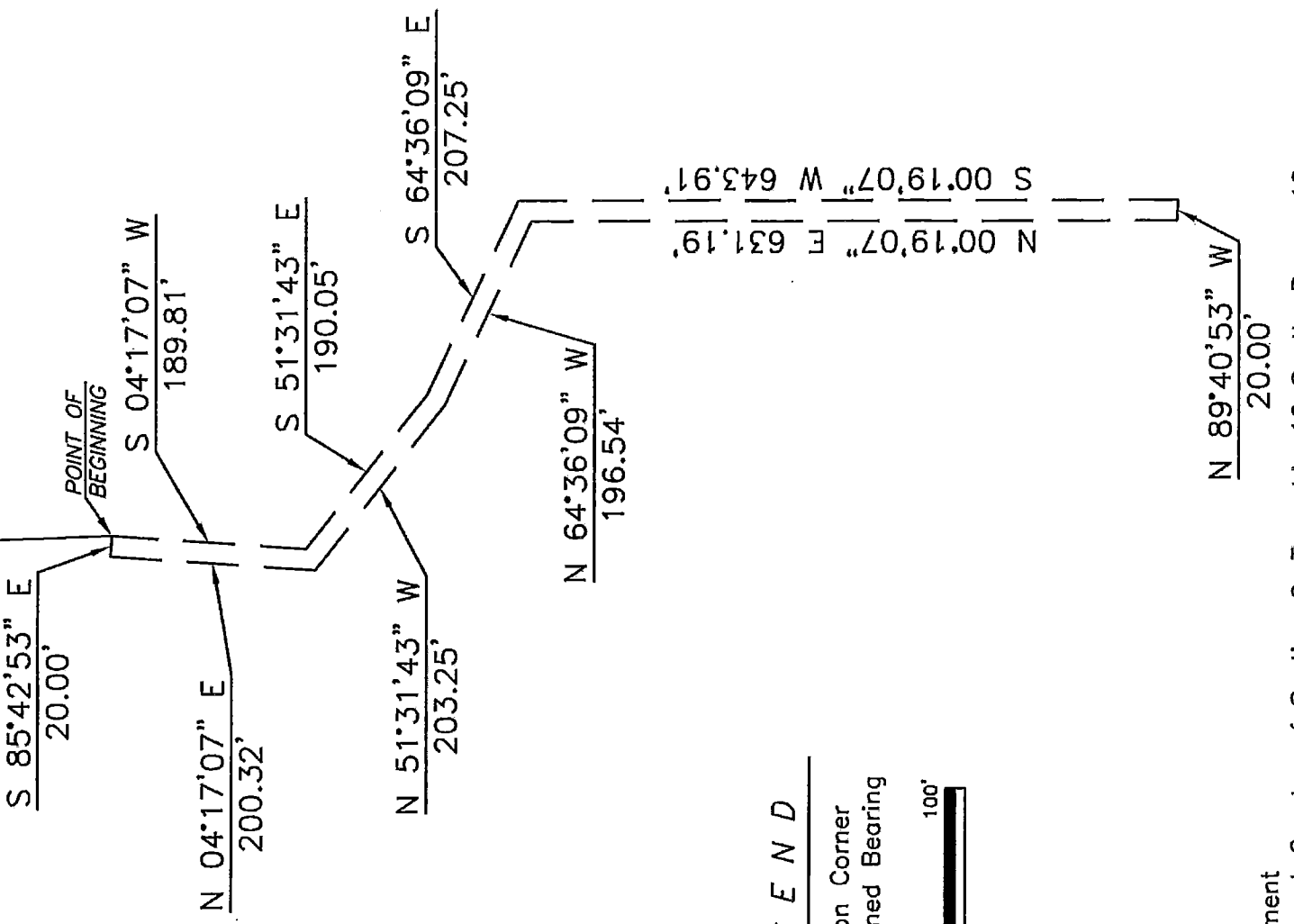
NE Cor. Sec 6, T12S, R18E

N 1/4 COR
SEC 6,
T12S, R18E

N 1/4 Cor. Sec 6, T12S, R18E

1. Found 5/8" Bar, Method of Recovery: KSHS References
2. ☉ Travelway of Road bears North on-line 30.0' S
3. ☉ Travelway of Entrance bears East 56.0' SE
4. South End of CMP 29.7' ESE
5. North End of CMP

1. Found 1/2" Bar with Aluminum Cap stamped Douglas Co, Method of Recovery: KSHS References
2. East End of CMP 44.8' SE
3. West End of CMP 40.4' SW
4. ☉ Travelway of US 40 on-line
5. ☉ Travelway of Road bears North on-line
6. East End of CMP 53.6' NE



LEGEND

- △ - Section Corner
- * - Assumed Bearing



SCALE: 1" = 200'

DESCRIPTION: Utility Easement

A tract of land in the Northeast Quarter of Section 6, Township 12 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas described as follows:

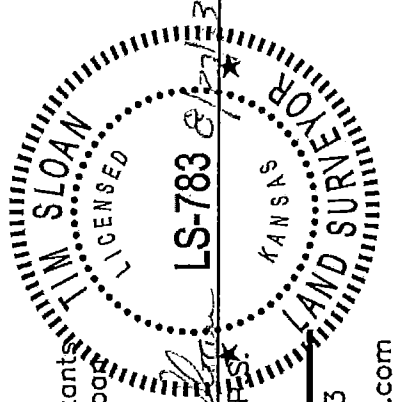
Beginning at a point that is N 88°17'39" E 1031.05 feet and S 01°42'21" E 860.93 feet from the Northwest Corner of the Northeast Quarter of said Section 6; thence S 04°17'07" W 189.81 feet; thence S 51°31'43" E 190.05 feet; thence S 64°36'09" E 207.25 feet; thence S 00°19'07" W 643.91 feet; thence N 89°40'53" W 20.00 feet; thence N 00°19'07" E 631.19 feet; thence N 64°36'09" W 196.54 feet; thence N 51°31'43" W 203.25 feet; thence N 04°17'07" E 200.32 feet; thence S 85°42'53" E 20.00 feet to the point of beginning, containing 24,610 square feet. Subject to easements and restrictions of record.

SMMH

CONSULTANTS

SMH Consultants
By: Tim Sloan, P.E.

Tim Sloan, P.E.
President



4201B Anderson Avenue, Suite 2, Manhattan, Kansas 66503

(785) 776-0541 • FAX 776-9760 • Email: tim@smhconsultants.com

Project #1308MN1203 DD #91

EXHIBIT B

DESCRIPTION OF PREMISES

To the Co-Location Agreement (Tower) dated September 1, 2013, by and between HPB Properties, LLC, a Kansas limited liability company, as Sublessor, and Douglas County, Kansas, as Sublessee.

The Premises are described and/or depicted as follows:

Exhibit B as attached.

Legal Description:

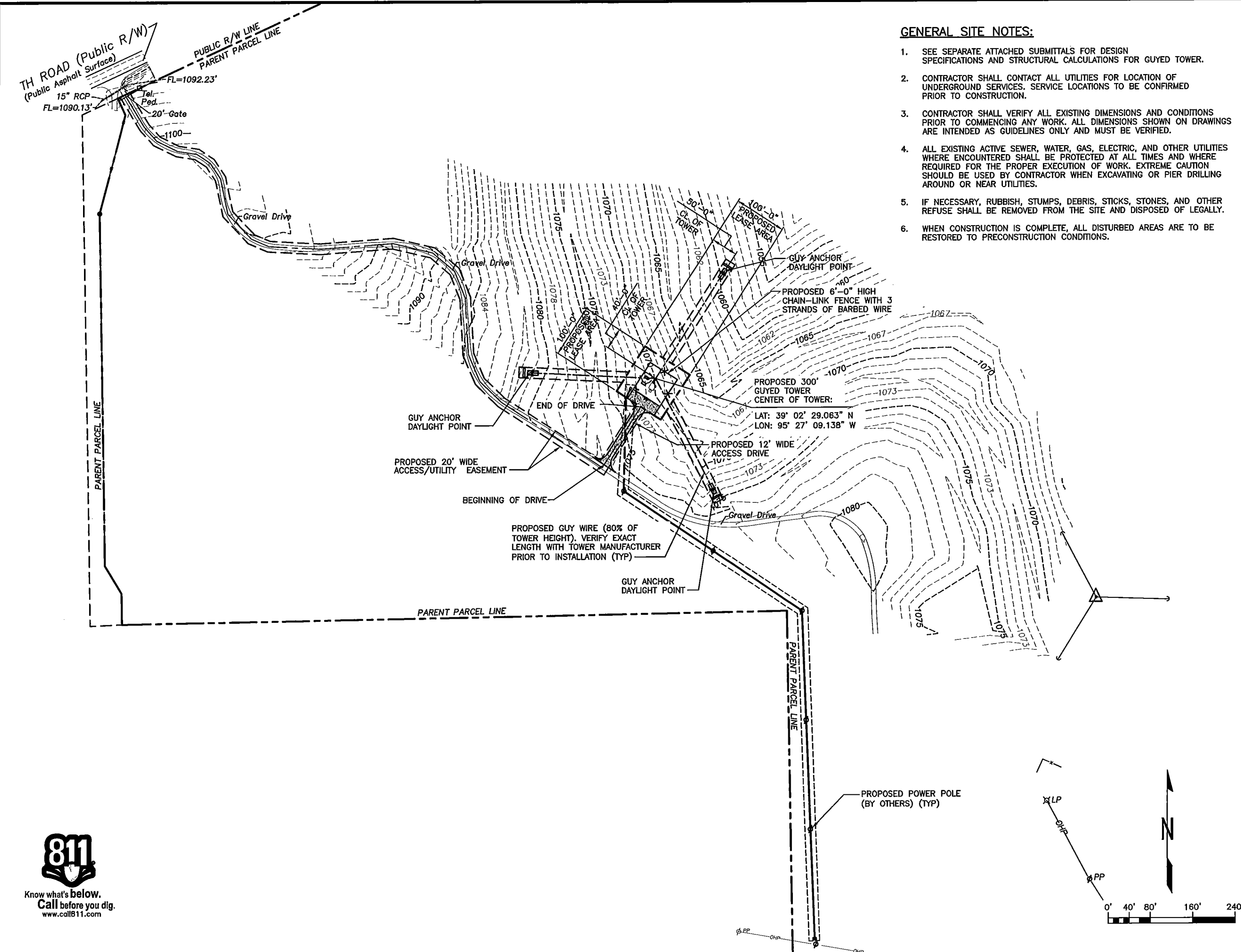
Legal description and map exhibit as attached.

Notes:

1. This Exhibit may be replaced by a land survey of the premises once it is received by the Sublessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Prepared by:

HPB Site Lecompton
Sublessee Site Lecompton



- GENERAL SITE NOTES:**
1. SEE SEPARATE ATTACHED SUBMITTALS FOR DESIGN SPECIFICATIONS AND STRUCTURAL CALCULATIONS FOR GUYED TOWER.
 2. CONTRACTOR SHALL CONTACT ALL UTILITIES FOR LOCATION OF UNDERGROUND SERVICES. SERVICE LOCATIONS TO BE CONFIRMED PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS SHOWN ON DRAWINGS ARE INTENDED AS GUIDELINES ONLY AND MUST BE VERIFIED.
 4. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF WORK. EXTREME CAUTION SHOULD BE USED BY CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
 5. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
 6. WHEN CONSTRUCTION IS COMPLETE, ALL DISTURBED AREAS ARE TO BE RESTORED TO PRECONSTRUCTION CONDITIONS.



PLANS PREPARED FOR:

Hayden
TOWER SERVICE, INC.
2936 NW Highway 24
Topeka, Kansas 66618
Phone: (785) 232-1840
Fax: (785) 232-1877

PLANS PREPARED BY:

9900 West 109th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700
Fax: 913-438-7777

SSC

ENGINEERING LICENSE:

STATE OF KANSAS
PE CERTIFICATE OF AUTHORIZATION #E-5742
ENGINEER: PE #
MLO MICHAEL L. OWENS STRUCTURAL/CIVIL SC
KV KEVIN VANMAELER STRUCTURAL/CIVIL SC
REJ ROBERT E. JOHNSON STRUCTURAL/CIVIL SC
TMS TERRILL R. JOHNSON 9250 ELECTRICAL E
SDK STEPHEN R. JOHNSON 13654 ELECTRICAL E

PRELIMINARY ISSUE

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

ISSUED FOR REVIEW	DESCRIPTION	DATE	BY	REV
		08/23/13	DDS	A

SITE NAME:
LECOMPTON RAWLAND

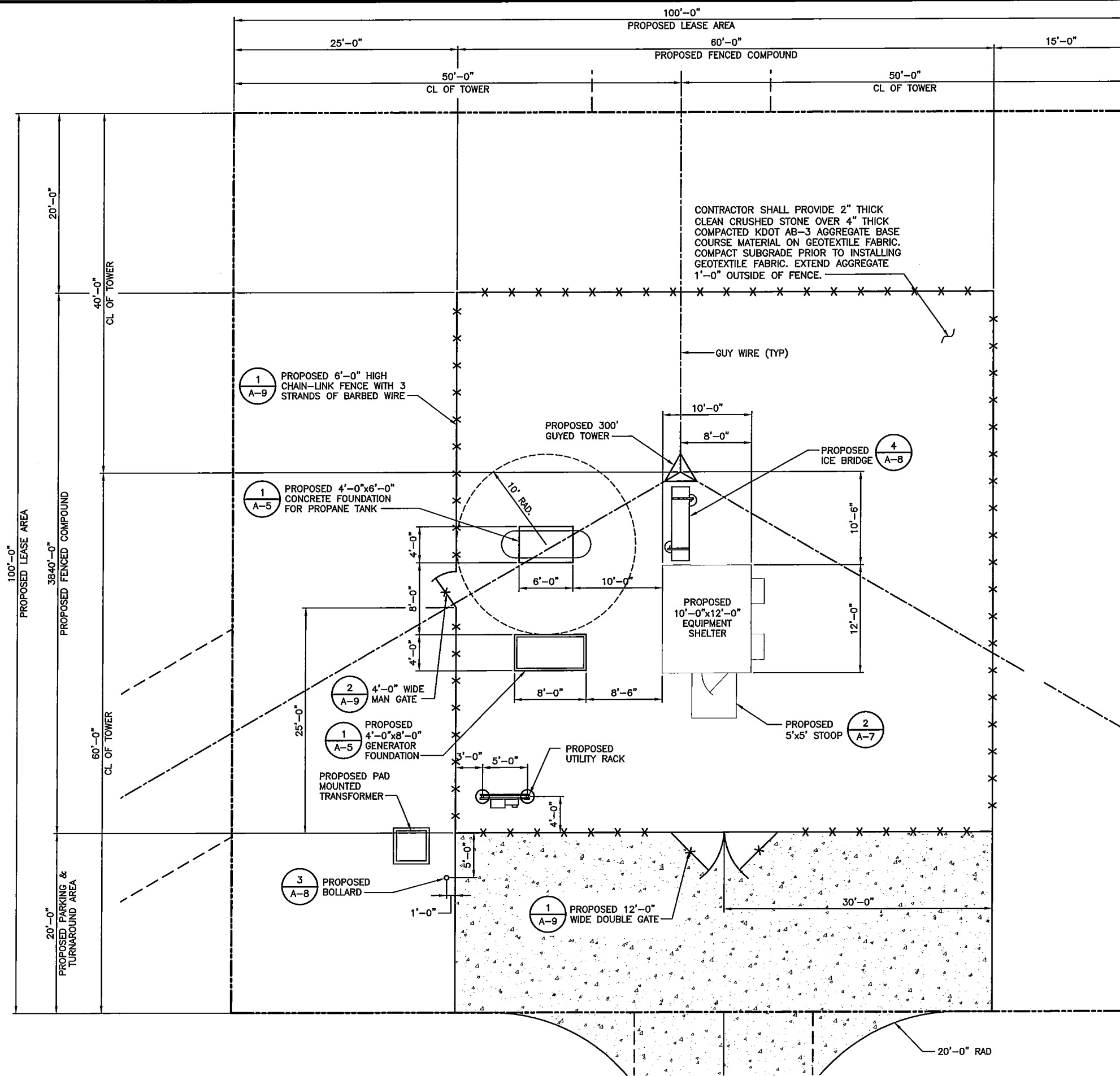
SITE NUMBER:

SITE ADDRESS:
T.B.D. E 175 RD
LECOMPTON, KANSAS
66050

SHEET DESCRIPTION:
OVERALL SITE PLAN

SSC #: - SHEET NUMBER:
A-1





ENLARGED SITE PLAN



PLANS PREPARED FOR:

Hayden
TOWER SERVICE, INC.

2936 NW Highway 24
Topeka, Kansas 66618
Phone: (785) 232-1840
Fax: (785) 232-1877

PLANS PREPARED BY:

9900 West 109th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700
Fax: 913-438-7777

SSC

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION #E-574

ENGINEER: PE

MLO MICHAEL L. OWENS STRUCTURAL/CIVIL SC
KV KEVIN VANMAELE STRUCTURAL/CIVIL SC
REJ ROBERT E. JONES STRUCTURAL/CIVIL SC
TMS TERRILL W. MAYER 9250 ELECTRICAL E
SDK DANIEL S. REISLING 13654 ELECTRICAL E

PRELIMINARY ISSUE

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SUBMITTALS

ISSUED FOR REVIEW	DESCRIPTION	DATE	BY	REV
		08/23/13	DDS	A

SITE NAME:

LECOMPTON RAWLAND

SITE NUMBER:

SITE ADDRESS:

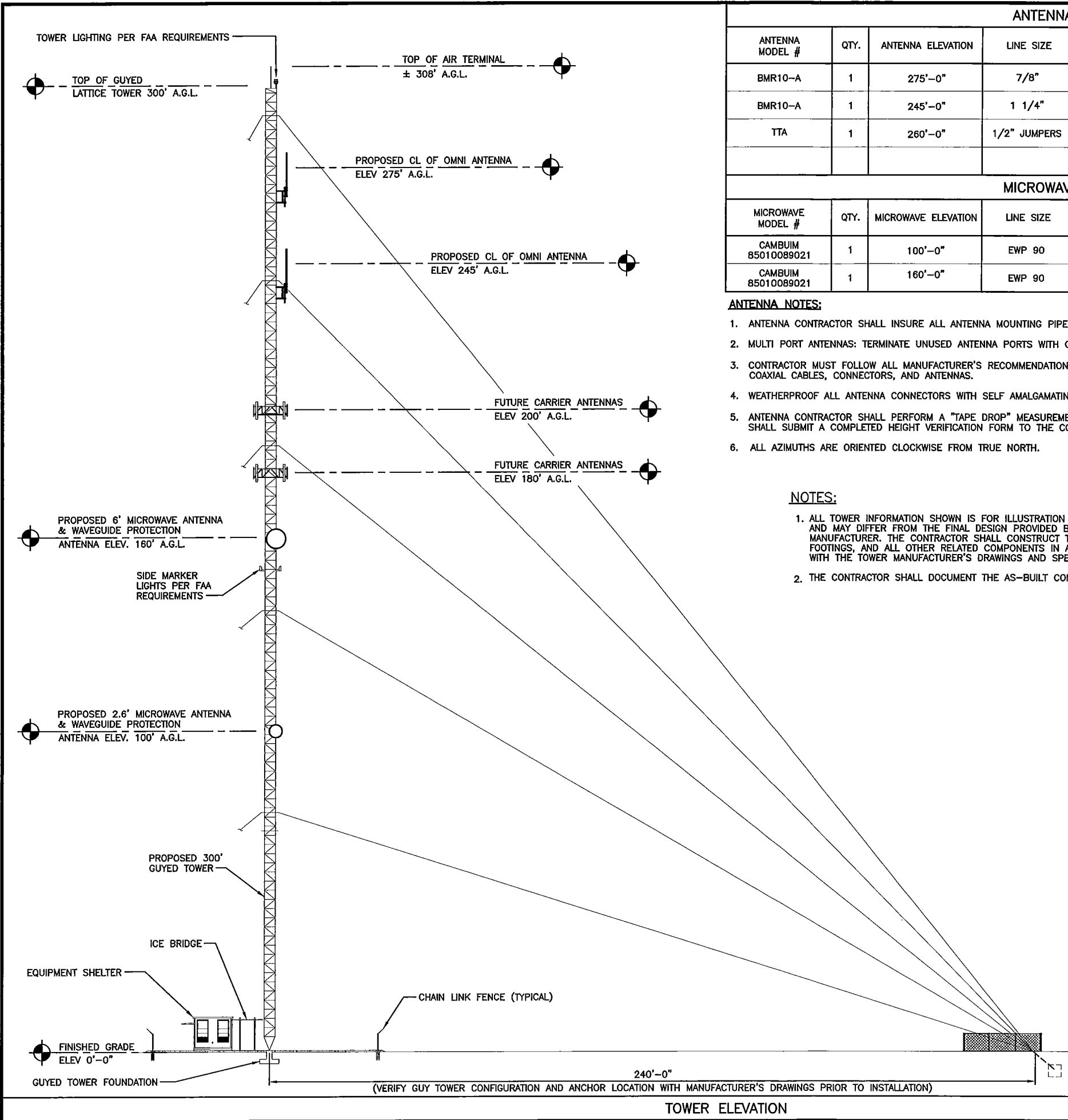
T.B.D. E 175 RD
LECOMPTON, KANSAS
66050

SHEET DESCRIPTION:

ENLARGED SITE PLAN

SSC #: _____ SHEET NUMBER:

A-2



ANTENNA LOADING KEY									
ANTENNA MODEL #	QTY.	ANTENNA ELEVATION	LINE SIZE	AZIMUTH	FREQUENCY	NEW OR EXISTING	PROPOSED OR FUTURE LOADING	SIDE ARM MOUNT	PROPOSED OR FUTURE LOADING
BMR10-A	1	275'-0"	7/8"	155°	800 MHz	N	N/A	YES	PROPOSED
BMR10-A	1	245'-0"	1 1/4"	155°	800 MHz	N	N/A	YES	PROPOSED
TTA	1	260'-0"	1/2" JUMPERS	N/A	800 MHz	N	N/A	YES	PROPOSED

MICROWAVE LOADING KEY									
MICROWAVE MODEL #	QTY.	MICROWAVE ELEVATION	LINE SIZE	AZIMUTH	FREQUENCY	RADOME	DISH SIZE	DISH MOUNT	PROPOSED OR FUTURE LOADING
CAMBUM 85010089021	1	100'-0"	EWP 90	137.20°	6 GHz	YES	4'	YES	PROPOSED
CAMBUM 85010089021	1	160'-0"	EWP 90	170.19°	6 GHz	YES	6'	YES	PROPOSED

ANTENNA NOTES:

1. ANTENNA CONTRACTOR SHALL INSURE ALL ANTENNA MOUNTING PIPES ARE PLUMB.
2. MULTI PORT ANTENNAS: TERMINATE UNUSED ANTENNA PORTS WITH CONNECTOR CAP & WEATHERPROOF THOROUGHLY.
3. CONTRACTOR MUST FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING THE INSTALLATION OF COAXIAL CABLES, CONNECTORS, AND ANTENNAS.
4. WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE.
5. ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM/VALIDATE ANTENNA CENTER LINE (ACL) HEIGHT. CONTRACTOR SHALL SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER.
6. ALL AZIMUTHS ARE ORIENTED CLOCKWISE FROM TRUE NORTH.

NOTES:

1. ALL TOWER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY, AND MAY DIFFER FROM THE FINAL DESIGN PROVIDED BY THE TOWER MANUFACTURER. THE CONTRACTOR SHALL CONSTRUCT THE TOWER, FOOTINGS, AND ALL OTHER RELATED COMPONENTS IN ACCORDANCE WITH THE TOWER MANUFACTURER'S DRAWINGS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DOCUMENT THE AS-BUILT CONDITION OF THE TOWER.



PLANS PREPARED FOR:

Hayden
TOWER SERVICE, INC.
2936 NW Highway 24
Topeka, Kansas 66618
Phone: (785) 232-1840
Fax: (785) 232-1877

PLANS PREPARED BY:

9900 West 109th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700
Fax: 913-438-7777

SSC

ENGINEERING LICENSE:

STATE OF KANSAS

PE CERTIFICATE OF AUTHORIZATION #E-571

ENGINEER: PE #

MLO MICHAEL L. OWENS STRUCTURAL/CIVIL SC
KV KEVIN VANMAEL STRUCTURAL/CIVIL SC
REJ ROBERT E. 10096 STRUCTURAL/CIVIL SC
TMS TERRY M. 9250 ELECTRICAL E
SDK S. WEISLING 13654 ELECTRICAL E

PRELIMINARY ISSUE

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW		08/23/13	DDS	A

SITE NAME:

LECOMPTON RAWLAND

SITE NUMBER:

SITE ADDRESS:

T.B.D. E 175 RD
LECOMPTON, KANSAS
66050

SHEET DESCRIPTION:

TOWER ELEVATION & ANTENNA KEY

SSC #:

SHEET NUMBER:

A-3

Prepared by:
HPB Properties, LLC
2836 NW Highway 24
Topeka, KS 66618
(785) 232-1840

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

HPB Properties, LLC
2836 NW Hwy 24
Topeka, KS 66618

This Memorandum of Agreement is entered into on this 1st day of September, 2013, by and between HPB Properties, LLC, a Kansas Limited Liability Company, with an office at 2836 NW Highway 24, Topeka, KS 66618 (hereinafter referred to as "Sublessor"), and Douglas County, Kansas (hereinafter referred to as "Sublessee").

1. Sublessor and Sublessee entered into a Co-location Agreement (Tower) ("Agreement") on the 1st day of September, 2013, or after completion of the Tower and at the start of Sublessee's construction, whichever last occurs for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for ten (10) years commencing on the 1st day of September, 2013, and automatically will be extended for up to seven (7) additional, successive five (5)-year terms unless Sublessee gives written notice to Sublessor, stating the Sublessee's intention not to renew, such notice to be given at least 180 days prior to commencement of the succeeding renewal term.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Sublessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

SUBLESSOR:

SUBLESSEE:

HPB Properties, LLC
A Kansas Limited Liability Company

Douglas County, Kansas

By: _____

By: _____

Name: Kevin J. Hayden
Title: Managing Member
Date: _____

Name: _____
Title: _____
Date: _____

HPB Site Lecompton
Sublessee Site Lecompton

SUBLESSOR ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF SHAWNEE

On _____, 201_, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

My commission expires: _____

SUBLEESSEE ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF DOUGLAS

On _____, 201_, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____



DOUGLAS COUNTY ADMINISTRATION

Douglas County Courthouse
1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 330-2873 Fax (785) 832-5320
www.douglas-county.com

Eileen Horn
Sustainability Coordinator

MEMORANDUM

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

FROM: Eileen Horn, Sustainability Coordinator

SUBJECT: **Consider recommendation of a contract for conducting a food hub feasibility study for northeast Kansas**

DATE: September 25, 2013

Over the past three years, the Douglas County Food Policy Council, partner organizations, and stakeholders in our community have explored solutions to grow our regional food system. One such solution that has emerged as a national best practice is a “food hub,” a business model that “centralizes the business management structure to facilitate the aggregation, storage, processing, distribution, and/or marketing of locally/regionally produced food products” (USDA). By offering a combination of services, food hubs make it possible for agricultural producers to gain entry into new markets and for consumers to have better access to healthy local food.

In the spring of 2013, Douglas County applied for and received two grants towards the completion of a regional food hub feasibility study. The USDA Rural Business Enterprise Grant program will fund \$58,250, and the Kansas Health Foundation will fund \$10,000 towards the completion of the study. The County has partnered to offer in-kind staff time commitment for the County Sustainability Coordinator.

The feasibility study will provide market analysis for an aggregation, storage, and distribution facility for our regionally-produced foods. The regional food hub feasibility study will provide critical market data for our regional food system, enable future investment in rural agriculture and food infrastructure businesses, and provide a replicable model for similar studies statewide. The feasibility study will be conducted in cooperation with the Douglas County Food Policy Council, regional producers, institutional food buyers, and interested stakeholders.

In July, we released an RFP calling for qualified research firms to conduct the feasibility study for Douglas County and our 16 county region. Eight proposals were received. They were: Downstream Strategies, Market Ventures Inc., New Venture Advisors, SCALE, Advancing Rural Prosperity, Crossroads Resource Center, Morrison & Co, and Thomas P. Miller & Associates.

A selection committee was formed to review and evaluate the proposals. Commissioner Nancy Thellman, Jackie Waggoner, Eileen Horn, Britt Crum-Cano, and Boog Highberger (current Food Policy Council Chair) reviewed the eight proposals and selected four firms to interview based upon the

proposal quality and the firms' experience with similar projects. The fees from all of the firms were competitive, and responded to the published available funding of \$68,250 for the entire project.

The selection committee then conducted interviews of the four firms (Downstream Strategies, New Venture Advisors, Market Ventures Inc., and SCALE). Each firm presented their specific approach to our regional study.

The selection committee recommends that the County award a contract to SCALE, a firm whose principal, Anthony Flaccavento, is a national leader in sustainable economic development and local food systems. A farmer himself, Anthony has founded a food hub in his home state of Virginia, and consulted with food hub teams across the country to help start their operations. Anthony and the team at SCALE bring considerable expertise in engaging producers in assessing the feasibility of a food hub. Their producer-centric approach will ensure that our regional producers' perspectives are heard and considered throughout the process.

The contract documents are being finalized. The Sustainability Coordinator and selection committee members will be available to answer questions.

Recommended Motion: Award a contract to SCALE to conduct a northeast Kansas food hub feasibility study for \$68,250, and according to the terms outlined in the contract agreement.

SITE PLAN REVIEW
BOARD OF COUNTY COMMISSIONERS STAFF REPORT
September 25, 2013

A. SUMMARY

SP-13-00410, 883 E 800 Road; Site Plan for accessory building, accessory to the Lonestar Church of the Brethren. Submitted by Jeff Flory for Lonestar Church of the Brethren, property owner of record.

B. GENERAL INFORMATION

Current Zoning and Land Use: B-2 (General Business) and A (Agricultural) Districts; Church.

Surrounding Zoning and Land Use: B-2 (General Business) District to the west, south, and east; unincorporated town of Lonestar.

A (Agricultural) District to the north; rural residential (Figure 1)

Site Summary:

Gross Area: 3.1 acres

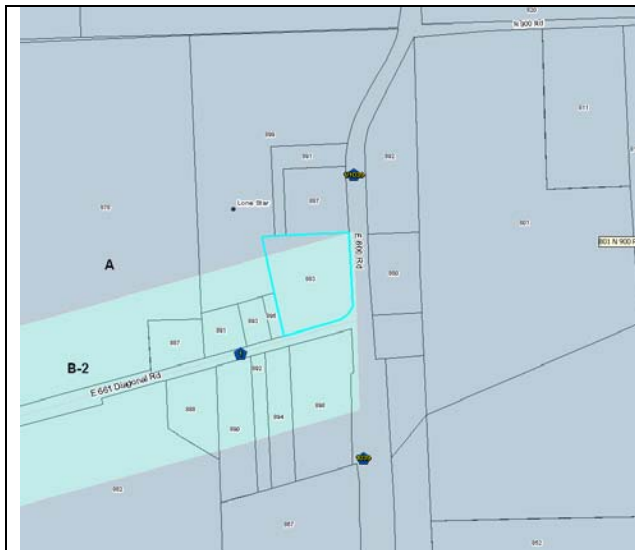


Figure 1a. Zoning of area. Subject property is outlined.



Figure 1b. Land use in area. Subject property is outlined.

C. STAFF REVIEW

The subject property is located outside the Urban Growth Area and is located within the unincorporated town of Lonestar. The property has split zoning with the majority being zoned B-2 (General Business) and the northern portion being zoned A (Agricultural) District.

The church is located within the required front setback; however, as it was constructed prior to the adoption of the Zoning Regulations in 1966 it is considered a nonconforming structure and does not require a variance. The provisions in Section 12-320 apply to nonconforming structures.

As the church was constructed prior to the adoption of the Zoning Regulations, there is no site plan on file. The addition of the accessory building requires the site plan approval. The site plan will also serve to document the existing structure. Given the limited nature of the changes being proposed, an aerial photograph is serving as the site plan.

The proposed accessory structure is approximately 320 sq ft and has an overhead door on the east side. The structure is located approximately 140 ft west of the centerline of E 600 Road and 25 ft south of the north property line as shown in Figure 2.



Figure 2. Aerial photo site plan of proposed accessory structure.

D. Findings

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

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

The subject property is zoned A (Agricultural) and B2 (General Business) Districts. A church and its accessory structures are permitted in both the A and B2 District.

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

The accessory structure will be located within the site near the parking/access area. The residence to the north is located about 150 ft north of the property line and the southern portion of the property is wooded. The accessory structure should be compatible with the adjacent residential use due to its small size and interior location.

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

No changes are being proposed to the traffic circulation or ingress/egress.

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

The change will not affect the movement of pedestrians within the site.

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

The property has trees on the north and west property line and is very similar in nature to other properties located within the unincorporated town of Lonestar. The only portion of the site that does not have landscaping or vegetation will be the church, the accessory structure, the parking area, and the play area.

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

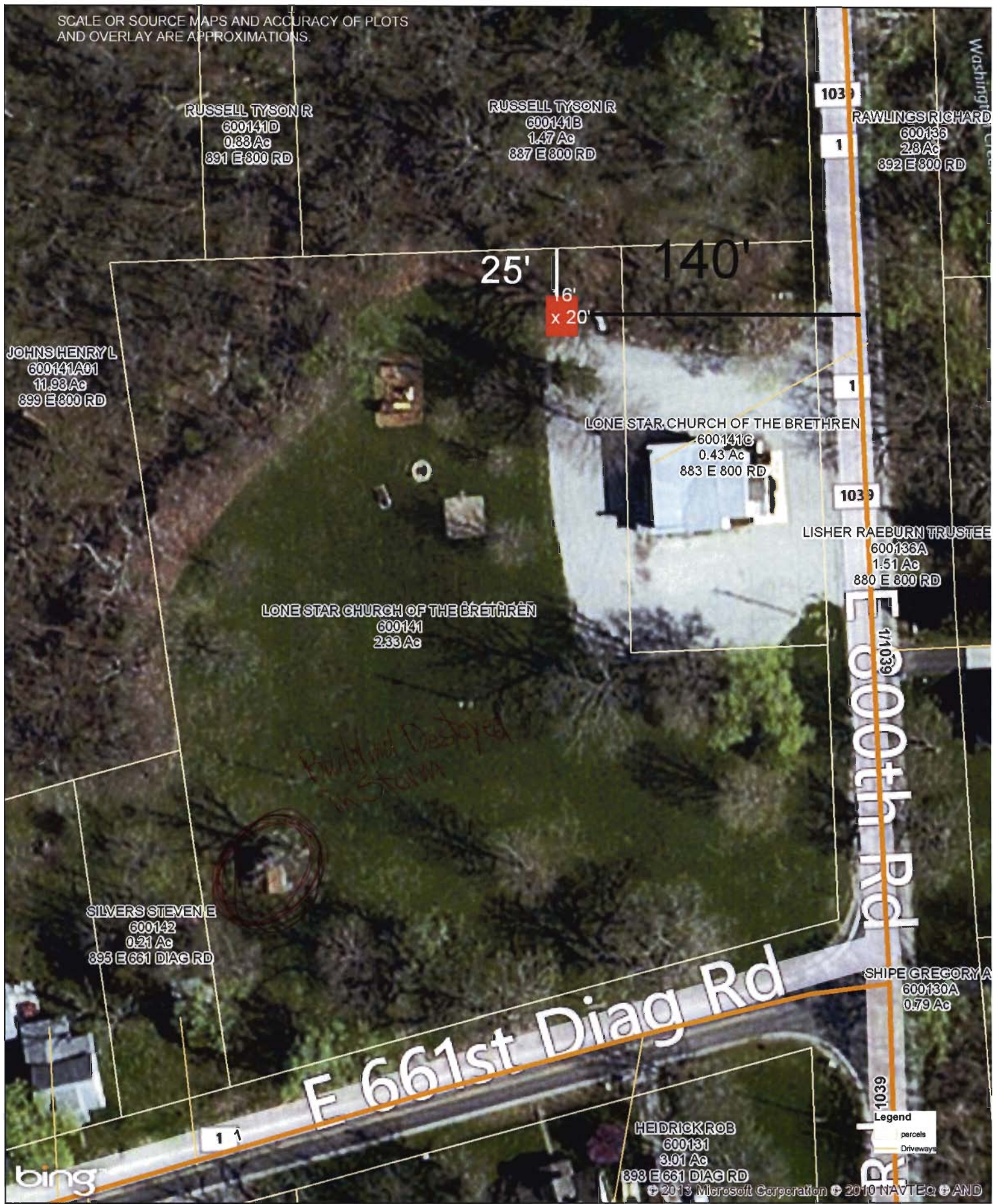
There are no outdoor trash storage facilities shown on the site plan.

E. CONCLUSION

The proposed request is consistent with the regulations in the Douglas County Zoning Regulations.

Staff recommends that SP-13-00410, a site plan for an accessory use to the Lonestar Church of the Brethren and documenting the existing site conditions be approved.

SCALE OR SOURCE MAPS AND ACCURACY OF PLOTS AND OVERLAY ARE APPROXIMATIONS.



Lone Star Church of the Brethren
883 E 800 Road
Lawrence, KS 66047
16' x 20' New Shed

1 inch = 61 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 is solely on the requester. Douglas County makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the map including the fact that the map is dynamic and is in a constant state of maintenance, correction and update.



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : September 19, 2013

Re : Consent Agenda Adoption of Annual Review of Solid Waste Management Plan

State statutes require the development of Solid Waste Management (SWM) plans for all counties, and also allow counties to form regions to develop the SWM plans. Jefferson and Douglas County form a 2-county region for formulation of the SWM Plan. The original SWM Plan is dated December 1996. The 2-county region's consultant, Franklin Associates, prepared the plan. K.S.A. 65-3405 requires the plan to be reviewed annually and updated every five years. We conducted a 5-year update in 2009, which was approved by KDHE.

The Douglas/Jefferson Counties Regional SWM Committee met on May 16, 2013 to conduct the annual review of the SWM Plan. K.S.A. 65-3405 requires the BOCC of each county within the SWM region to review and adopt the regional committee's report of the annual review.

Attached is a copy of this year's report of the annual review of the SWM Plan. Nine members of the eleven-member SWM Committee met for this year's annual review. The nine members included representatives from the Board of County Commissioners of each county, City of Lawrence Public Works-Solid Waste Division, Jefferson County Auxiliary Services Department, Jefferson County Planning & Zoning, KU Environmental Health & Safety Department, Hamm Landfill, and Douglas County Public Works.

Also attached is an updated list of SWM Committee members. You will recall last year Rachel Myslivy replaced Paul Studebaker on the committee. Also, Bill Noll replaced Eloise Tichenor as the representative from Jefferson County Planning & Zoning, and Jon Rosillon replaces Mike Russell as the representative from the KU Environmental, Health and Safety Dept.

Action Required: Consent Agenda adoption of the report of the 2013 annual review of the Douglas/Jefferson Counties Regional Solid Waste Management Plan.

Douglas/Jefferson Counties Solid Waste Planning Region
Solid Waste Management Committee
Current Membership
May 2013

1. Lynn Luck
P.O. Box 82
Oskaloosa, KS 66066

Telephone: 785-863-2637
Email: mlluck23@yahoo.com
Entity represented: Jefferson County Board of County Commissioners
2. Nancy Thellman
1547 N 2000 Rd
Lawrence, KS 66044

Telephone: 785-832-0031
Email: nthellman@douglas-county.com
Entity represented: Douglas County Board of County Commissioners
3. Jon Rossillon
KU-EHS Department
2330 Crowell Drive
Lawrence, KS

Telephone: 785-864-2854
Email: jrossillon@ku.edu
Entity represented: KU Environmental Health & Safety
4. Kathy Richardson
P.O. Box 708
Lawrence, KS 66044

Telephone: 785-832-3046
Email: krichardson@ci.lawrence.ks.us
Entity represented: City of Lawrence Public Works, Solid Waste Division
5. Rachel Myslivy
16836 13th Street
Lawrence, KS 66044

Telephone: 785-764-2055
Email: MysRachel@gmail.com
Entity represented: unincorporated areas

DGCO/JFCO SWM Committee Members

6. Richard Ziesenis
Lawrence/Douglas County Health Dept.
200 Maine, Suite B
Lawrence, KS 66044

Telephone: 785-843-3060
Email: rziesenis@ldchealth.org
Entity represented: Lawrence/Douglas County Health Dept.
7. Mark Tunstall
Lecompton City Hall
333 Elmore
Lecompton, KS 66050

Telephone: 785-887-6407
Email: none
Entity represented: Lecompton City Council
8. Bill Noll
Jefferson County Planning & Zoning
P.O. Box 628
Oskaloosa, KS 66066

Telephone: (785) 863-2241
Email: BNoll@jfcountyks.com
Entity represented: Jefferson County Planning & Zoning
9. Mark O. Richards
3630 178th
Denison, KS 66419

Telephone: 785-633-3802
Email: MRichards@jfcountyks.com
Entity represented: Jefferson County Auxiliary Services
10. Charlie Sedlock
P.O. Box 17
Perry, KS 66073

Telephone: 785-597-5111
Email: csedlock@nrhamm.com
Entity represented: Hamm Landfill
11. Keith Browning
Douglas County Public Works
1242 Massachusetts
Lawrence, KS 66044

Telephone: 785-832-5293
Email: kbrowning@douglas-county.com
Entity represented: Douglas County Public Works

2013 ANNUAL REVIEW REPORT
DOUGLAS/JEFFERSON COUNTIES
REGIONAL SOLID WASTE MANAGEMENT PLAN

The Douglas/Jefferson Counties Regional Solid Waste Management Committee met on May 16, 2013 for the annual review of the SWM Plan as required by K.S.A. 65-3405(c). The meeting was held at the City of Lawrence’s Solid Waste Annex North (SWAN) building. The following nine (9) members of the eleven-person committee attended the annual review:

<u>Member Name</u>	<u>Agency/Entity Represented</u>
Nancy Thellman	Douglas County BoCC
Lynn Luck	Jefferson County BoCC
Jon Rossillon (for Mike Russell)	KU Environmental, Health and Safety Dept.
Kathy Richardson	Lawrence Public Works, Solid Waste Div.
Rachel Myslivy	Unincorporated areas
Richard Ziesenis	Lawrence/Douglas County Health Dept.
Bill Noll	Jefferson County Planning & Zoning
Charlie Sedlock	Hamm Landfill
Keith Browning	Douglas County Public Works

The main goal of the annual review is to identify any changes to the region’s solid waste management system since the approval of most recent five-year update. The most recent five-year update was completed in 2009.

The committee identified the following changes to the region’s SWM system or general SWM activities since last year’s review:

1. CITY OF LAWRENCE

(a) City’s Solid Waste Task Force recommendation and City staff progress report.

The Lawrence City Commission created the Solid Waste Task Force in 2011 to develop recommendations regarding the long-term solid waste service options for Lawrence. The Solid Waste Task Force was established by [Resolution No. 6918](#) in February 2011.

The City Commission received the Solid Waste Task Force final report on February 28, 2012. The task force was focused on providing strategic direction to manage the waste stream and to place increasing emphasis on waste diversion over time. The complete report is posted at www.lawrenceks.org/swtf/files/swtf_report_2012feb.pdf.

*Residential solid waste services – Solid Waste Task Force
recommendations*

- The City of Lawrence will continue to provide weekly collection of residential solid waste to ensure protection of public health, safety, and environment.

Staff progress report: The City of Lawrence has continued weekly trash collection.

- Increase automation for residential trash collection by:
 - Providing roll-out trash carts for residential services, which can be utilized immediately with the current fleet of semi-automated trucks. This maximizes the return-on-investment on currently existing semi-automated trucks.

Staff progress report: All single-family residences in Lawrence who are not served by a trash dumpster received a City-provided trash cart in November 2012.

- Increasing automation of trucks for residential service collection as current fleet units are replaced.

Staff progress report: The City's first two fully automated side-load trucks were purchased in the fall of 2012 as two semi-automated fleet units were replaced. The City of Lawrence will continue to increase automation of trucks.

- Implement a variable rate pricing structure for residential solid waste services that encourages waste reduction and increases equity in the rate structure.

Staff progress report: With the implementation of containerization (carts) for trash collection, the City offered cart size options with a variable rate pricing structure (pricing went into effect in February 2013): 95-gallon (\$16.94), 65-gallon (\$14.94) – the standard cart size, and 35-gallon (\$13.44). Additional carts requested cost extra per cart per month: 95-gallon (\$4), 65-gallon (\$3), and 35-gallon (\$2). Prices may be adjusted in the future.

- The City of Lawrence will continue to provide weekly collection of yard trimmings to keep materials out of landfill waste stream.

Staff progress report: The City of Lawrence has continued weekly yard waste collection.

- Implement city-wide single-stream curbside recycling if fiscally prudent and sustainable. City-wide program would be included in the standard rate for residential service (participation voluntary).

- Evaluate costs and opportunities by soliciting a Request for Proposals (RFP) for single-stream curbside recycling.

- The RFP should have two (2) alternatives, to separately evaluate collection and processing components. In other words, companies will be asked to submit proposals for

- turn-key operations (company provided collection and material processing), and
- material processing only (which would allow municipal collection of materials).

Staff progress report: See below for complete details - Section (b) Plan for the Establishment of an Organized Recycling Collection Service.

- Promote adequate number of drop-off points for glass, if material is not accepted in single-stream curbside collection system.

Staff progress report: In 2012, the City of Lawrence partnered with Ripple Glass to provide five glass recycling drop-off bin locations. Glass will be included in the single-stream curbside recycling program beginning October 2014.

- Increase diversion of organic materials from the waste stream by:

- Focusing education, and outreach on backyard composting of both yard trimmings and food waste.

Staff progress report: The City of Lawrence continues to focus on composting outreach and education including selling backyard compost bins to Lawrence residents.

- Examining the collection of vegetative food waste for residential customers as part of existing residential collection of yard trimmings.

Staff progress report: The City of Lawrence continues to research and explore the possibility of starting a pilot program for the collection of food waste as part of the existing curbside yard waste collection program.

- Develop long-range plan for sustainable household hazardous waste program, balancing needs for fiscal responsibility and customer convenience. Issues that must be addressed include adequate physical facilities, access, marketing, staffing, and ability to staff for open hours that may not require appointments.

Staff progress report: The City of Lawrence is working on a long-range plan for a sustainable household hazardous waste program and the one of the main tasks has been looking for property options to re-locate the City of Lawrence / Douglas County Household Hazardous Waste Facility. In the next couple

years, the County is planning to move to a new property and vacate the current site at 711 East 23rd.

- Develop comprehensive outreach and education program to facilitate the implementation of solid waste program changes. Assist residents in ability to easily find information about recycling specific waste streams by creating a searchable web page.

Staff progress report: The City of Lawrence moved content from two websites to one, www.lawrenceks.org/swm, combining solid waste and recycling information. Within the website, a recyclable materials directory (searchable database) was created and will be launched soon. Program changes are highlighted on the homepage of the website as well as on other communication tools: news releases, social media (e.g. Facebook), PHPlist, advertisement in local newspaper, etc.

Commercial / multi-family solid waste services – Solid Waste Task Force recommendations

The Solid Waste Task Force did not have adequate time to analyze significant changes for commercial or multi-family solid waste services. However, the task force expects that staff and policy-makers will consider enhancements to these services toward the goals of source reduction, increased solid waste diversion, and rate equity as new opportunities for more automated collections, recycling, organic collections, and other services arise through the implementation of improvements to residential services.

(b) Plan for the Establishment of an Organized Recycling Collection Service.

Background Information

The Lawrence City Commission created a Solid Waste Task Force in February 2011 to develop recommendations regarding the long-term solid waste and recycling service options for the community. To develop these recommendations, the Solid Waste Task Force read and listened to feedback from community members, reviewed materials and experiences from other cities and companies that provide waste recycling services, reviewed information compiled by City staff, reviewed recommendations of the Sustainability Advisory Board and the City Auditor, and discussed issues as a group.

On February 28, 2012, the Lawrence City Commission received the Solid Waste Task Force final report which included a recommended goal of a 50 percent recycling rate by volume to be achieved by 2020. To achieve this goal, the task force recommended implementing a city-wide single-stream residential recycling program, if fiscally prudent and sustainable. After receiving this recommendation, the City Commission directed staff to prepare a report on

Request for Proposal (RFP) options that outlines major policy issues for a curbside recycling program.

The Organized Collection Service Act, K.S.A. (2011 Supp.) 12-2034 *et seq.*, sets forth procedures to allow a municipality to establish an organized collection service, including a system for collecting recyclables, by ordinance. Further, pursuant to the Organized Collection Service Act, certain procedures must be followed, including adoption of a Resolution of Intent, procedures related to development of a plan, adoption of an ordinance establishing said service, and implementation of the service.

On June 12, 2012, the Lawrence City Mayor signed [Resolution No. 6976](#), stating municipal intent to consider adoption of an organized collection service for residential recycling within the city limits of Lawrence, Kansas.

During the 90-day period following the adoption of the Resolution of Intent (June 13, 2012 through September 10, 2012), City staff developed a plan for establishing an organized collection service for residential recycling in Lawrence. As required by K.S.A. (2011 Supp.) 12-2034 *et seq.*, all interested persons, including licensees and other persons operating recycling collection services in Lawrence, Kansas as of June 12, 2012, were invited to participate in the plan development process. Notices of the planning meetings, agendas and notes were posted on the City's website and online calendar. All registered curbside recycling haulers received a letter and email reminders outlining the meeting schedule and inviting them to participate in the process. Attendees provided input for the plan and the draft RFP to establish city-wide, single-stream curbside recycling collection service for single-family and multi-family dwellings in Lawrence. The attendance summary for the three plan development meetings for the proposed organized recycling collection service is as follows:

July 11, 2012 – Planning Meeting # 1 Attendees	
Kevin Weldon	Honey Creek Disposal
Jeff Joseph	Jeff's Curbside Recycling
Bryan Neppi	Waste Management
Mike Clagett	Deffenbaugh Industries
Jeff Fawcett	Waste Connections
Armond Enclarde	D.R.A.W. Services
Charlie Sedlock	Hamm Waste Services
Jim Tuchscherer	Home Recycling Service
Linda Klinker	Cans for the Community
Josue Lorenzo	Cans for the Community
Staff: Chuck Soules	City Public Works Director
Staff: Tammy Bennett	City Public Works Assistant Director
Staff: Craig Pruett	City Solid Waste Operations Supervisor
Staff: Kathy Richardson	City Waste Reduction/Recycling Operations Supervisor
July 26, 2012 – Planning Meeting # 2 Attendees	
Jeff Joseph	Jeff's Curbside Recycling
Bryan Neppi	Waste Management
Mike Clagett	Deffenbaugh Industries

Jeff Fawcett	Waste Connections
Charlie Sedlock	Hamm Waste Services
Mike Carroll	Carroll Solutions
Staff: Eileen Horn	County/City Sustainability Coordinator
Staff: Chuck Soules	City Public Works Director
Staff: Tammy Bennett	City Public Works Assistant Director
Staff: Craig Pruett	City Solid Waste Operations Supervisor
Staff: Kathy Richardson	City Waste Reduction/Recycling Operations Supervisor
August 24, 2012 – Planning Meeting # 3 Attendees	
Bryan Nepl	Waste Management
Tom Coffman	Deffenbaugh Industries
Jeff Fawcett	Waste Connections
Charlie Sedlock	Hamm Waste Services
Marci Francisco	KU Center for Sustainability; Kansas Senate
Staff: Chuck Soules	City Public Works Director
Staff: Tammy Bennett	City Public Works Assistant Director
Staff: Craig Pruett	City Solid Waste Operations Supervisor
Staff: Kathy Richardson	City Waste Reduction/Recycling Operations Supervisor

The public hearing for the plan for the establishment of an organized collection service for residential recycling was scheduled before the governing body of the City of Lawrence, on Tuesday, December 11, 2012 in the City Commission Meeting Room, City Hall, 6 East 6th Street, Lawrence, Kansas. On December 11th, the City Commission voted to open the public hearing and also voted to continue the public hearing until such time as the ordinance that will establish an organized collection service for residential recycling came back to the City Commission for consideration. This agenda item was scheduled for the City Commission meeting on Tuesday, March 26, 2013.

On November 1, 2012, the City of Lawrence mailed a letter to notify the representatives of registered curbside recycling service providers in Lawrence of the December 11th public hearing for the proposed plan for the establishment of an organized collection service for residential recycling. The letters were sent to Michael Hoffman representing Community Living Opportunities, Mike Clagett representing Deffenbaugh Industries, Armond Enclarde representing DRAW Services, Jim Tuchscherer representing Home Recycling Service, Jeff Joseph representing Jeff's Curbside Recycling, Chris Scafe representing Sunflower Curbside Recycling, and Traci Trent representing Tree Hugger Recycling.

Request for Proposal (RFP) and Selection Process

During the three plan development meetings for the proposed organized recycling collection service, the City of Lawrence received edit suggestions and feedback from attendees for the draft RFP to establish city-wide, single-stream curbside recycling collection service for single-family and multi-family dwellings in Lawrence.

At the September 11, 2012 City Commission meeting, the City Commission received a copy of the RFP No. R1213, authorized the distribution of this RFP and authorized the City to submit a collection only proposal in response to the RFP.

On September 12, 2012, the City of Lawrence posted the RFP on Demand Star, in accordance with City's Purchasing Procedures. The City also emailed a copy of the RFP to the businesses listed below.

Business Name	Contact Person
12 th & Haskell Recycle Center	Bo Killough
Allied Waste of Kansas City	Mark Donahoo
Batliner Recycling	Paul Boese
BMS Logistics	Mike Birchmier
Central Fiber	Craig Shultz
Community Living Opportunity*	Michael Hoffman
Deffenbaugh Industries*	Mike Clagett
DRAW Services*	Armond Enclarde
Hamm Waste Services	Charlie Sedlock
Home Recycling Service*	Jim Tuchscherer
Honey Creek Disposal	Kevin Weldon
Jeff's Curbside Recycling*	Jeff Joseph – picked up document at City office
Midwest Shredding Service	Jim Samuelson
Ripple Glass	Mike Utz
Sonoco Recycling	Marty Kowalski
Sunflower Curbside Recycling*	Chris Scafe
Town & Country Disposal	JR Pesek
Tree Hugger Recycling*	Traci Trent
Wal-Mart Recycling Center	Serina Wilkins
Waste Connections	Jeff Fawcett
Waste Management	Bryan Neppl

*Curbside recycling haulers operating collection services in Lawrence as of June 12, 2012.

A mandatory pre-proposal meeting was scheduled on October 1, 2012 at 9:00 a.m. and the proposals were due on October 26, 2012 by 5:00 p.m.

The curbside recycling RFP included two service solution types:

1. Turn-key recycling operations.
2. Recyclables material processing and marketing only (which would allow municipal collection of recyclables).

Proposers were allowed to submit multiple, alternate responses to each service solution type.

Proposals ([posted online](#)) were received by the October 26, 2012 deadline from:

1. City of Lawrence, collection only;
2. Deffenbaugh Industries, turn-key recycling operations and recyclables material processing and marketing;
3. Hamm Waste Services, recyclables material processing and marketing only; and

4. Waste Management, turn-key recycling operations and recyclables material processing and marketing.

The city's RFP Review Committee was composed of five members: City Commissioner Aron Cromwell, City Manager Dave Corliss, Finance Director Ed Mullins, and two citizens, Daniel Poull who serves on the City's Sustainability Advisory Board and served on the City's Solid Waste Task Force, and Joe Harkins who served on the city's Solid Waste Task Force. The RFP Review Committee reviewed the proposals and interviewed all the proposers on December 4, 2012.

The RFP Review Committee's first recommendation was submitted to the City Commission and discussed at the City Commission meeting on January 22, 2013. All parties who submitted a response to the RFP had the opportunity to address the City Commission during this meeting. Per City Commission direction at the January 22nd meeting, the City requested additional information from all parties who submitted a response to the RFP as an addendum. Information requested included:

For collection services

Final pricing proposal for collection of single-stream recycling, bi-weekly, with collection matching City's collection days Tuesday through Friday:

1. Pricing proposal including glass; and
2. Pricing proposal excluding glass.

Small local hauler plan - Specifically address any proposed plan for small haulers who will be displaced.

For material recovery facility services

City collection option - Final pricing on tipping fees and rebate structure, based on bi-weekly collection of materials, **no** minimum tonnage guaranteed:

1. Pricing proposal including glass in the delivered stream; and
2. Pricing proposal excluding glass.

Vendor collection option - Rebate structure, based on bi-weekly collection of materials:

1. Pricing proposal including glass in the delivered stream; and
2. Pricing proposal excluding glass.

Addendum submittals ([posted online](#)) were received by the January 31, 2013 deadline from:

1. City of Lawrence;
2. Deffenbaugh Industries;
3. Hamm Waste Services; and
4. Waste Management.

After reviewing the addendum submittals, the RFP Review Committee's final recommendation was submitted to the City Commission and discussed at the City Commission meeting on February 12, 2013. All parties who submitted a response to the RFP had the opportunity to address the City Commission during this meeting.

The RFP Review Committee's pricing analysis, decision options and action requested is described in the [February 6, 2013 memo](#).

After receiving the RFP Review Committee's recommendation and hearing public comment at the February 12, 2013 City Commission meeting, the City Commission directed staff to negotiate with Hamm Waste Services for Materials Recovery Facility (MRF) operations under a recycling proposal with the City collecting curbside recycling on a bi-weekly basis.

On March 26, 2013 the City Commission:

- a) Closed the public hearing for the proposed plan for the establishment of an organized collection service for residential recycling and approve the plan.
- b) Adopted on first reading Ordinance No. 8851 establishing an organized collection service for residential recycling within the City limits of Lawrence, if appropriate.
- c) Authorized the Mayor to enter into an agreement with N.R. Hamm Quarry LLC for recyclables processing and marketing services.

Evaluation of the proposed organized recycling collection plan in regard to the following:

• **Achieving the stated goals;**

The proposed organized collection service for residential recycling will increase waste diversion over time. By providing a residential single-stream recycling collection service, the City's recycling program will also:

- Increase the amount of material being diverted from the landfill;
- Increase recycling participation rates;
- Ensure a marketable end product from collected recyclables;
- Promote the City's sustainability goals; and
- Enhance community awareness of recycling.

• **Minimizing displacement and economic impact to current recycling collectors;**

The Ordinance No. 8851 provides the flexibility in allowing other persons to collect residential permitted recyclable materials within the City limits of Lawrence, Kansas if authorized by license or other formal agreement with the City.

Since June 12, 2012, the Lawrence City Commission has discussed its intent to consider adoption of an organized collection service for residential recycling. The

implementation of such service will not occur until on or after October 15, 2014. The length of time in which this topic had been under discussion and the 18-month delayed implementation of the proposed organized recycling collection service have provided current recycling collectors time to prepare for the new service the City of Lawrence will roll-out with the City as the hauler of residential single-stream recyclable materials. The recyclable materials collected will be transported to the Hamm Waste Services MRF for recyclables processing and marketing services.

- **Ensuring in the decision-making process of all interested parties, including all licensees or other persons operating recycling collection services in Lawrence as of the date of the resolution of intent to organize collection in Lawrence (June 12, 2012); and**

All registered curbside recycling collectors in Lawrence, Kansas as of June 12, 2013 as well as other interested parties were invited to participate in the plan development meetings (see page 2 for attendance summary). Notices of the planning meetings, agendas and notes were posted on the City's website and online calendar. All registered curbside recycling haulers received a letter and email reminders outlining the meeting schedule and inviting them to participate in the process. Thirty days prior to the December 11th public hearing for the proposed plan for the establishment of an organized collection service for residential recycling, the City of Lawrence mailed a letter to notify the representatives of registered curbside recycling service providers in Lawrence of the public hearing. The registered curbside recycling collectors who received notifications throughout this plan development process were: Michael Hoffman representing Community Living Opportunities, Mike Clagett representing Deffenbaugh Industries, Armond Enclarde representing DRAW Services, Jim Tuchscherer representing Home Recycling Service, Jeff Joseph representing Jeff's Curbside Recycling, Chris Scafe representing Sunflower Curbside Recycling, and Traci Trent representing Tree Hugger Recycling.

- **Maximizing efficiency in recycling collection; and**

As stated in the plan, the City's key goals for the organized recycling collection service are to increase the amount of material being diverted from the landfill and to increase recycling participation rates. The success of a recycling program is dependent on the efficiency of the collection. To maximize efficiency of the collection of recyclable materials in Lawrence:

- There will be one hauler. The recommended hauler is the City of Lawrence.
- The service will be offered to all single-family and multi-family dwellings.
- The recyclable materials will be collected in recycling carts or recycling dumpsters as a single-stream recycling program (households may commingle recyclable materials in one recycling container). Recyclable materials collected will be transported to Hamm Waste Services' MRF for recyclables processing and marketing services.
- For single-family customers who do not receive dumpster trash service, collection of recyclable materials will occur every-other-week. This increases

collection efficiency and provides other benefits, such as reduced collection costs, reduced emissions from collection vehicles, and reduced impact on city streets.

- Any new fleet vehicles the City purchases for the collection of recyclable materials will have a high level of automation (fully and semi-automated trucks).
- **Detailed justification for any tax, franchise or similar fee.**

There will be no tax or franchise fee with the proposed organized recycling collection service. For discussion of the RFP Review Committee's fee development, see the [February 6, 2013 memo](#).

(c) Establishment of new glass recycling program.

In December 2011, the City of Lawrence and Ripple Glass signed a contract agreement for the establishment of a glass recycling program in Lawrence.

In February 2012, four glass recycling drop-off collection bins were placed in the parking lots of: Dillons at 4701 West 6th Street, Hy-Vee at 3504 Clinton Parkway, Hy-Vee at 4000 West 6th Street, and On The Rocks at 1818 Massachusetts Street. In August 2012, the City of Lawrence and Ripple Glass added a glass recycling drop-off collection bin at the Wal-Mart Eco-Center located at 3300 Iowa Street.

In the bright purple glass recycling drop-off bins, residents and businesses may place glass food and beverage containers of any color. All brown, green, blue, and clear glass bottles and jars can be mixed together in the same collection bin. Labels on the glass containers do not have to be removed. Items not accepted for recycling in these collection bins include plate glass (windows), mirrors, Pyrex, CorningWare, ceramics, and dishes.

A total of 588.38 tons of glass for recycling was collected in 2012.

The City coordinates with Ripple Glass to transport the glass from Lawrence to the Ripple Glass' facility in Kansas City, Missouri. The glass is primarily recycled into fiberglass insulation. Amber colored glass is separated and recycled directly back into new bottle glass for Ripple Glass' partner, Boulevard Brewing Company.

(d) City of Lawrence/Douglas County Household Hazardous Waste Facility renewal of service contract with Clean Harbors Environmental Services.

In 2012, the City of Lawrence renewed the service contract with Clean Harbors Environmental Services issued for collection and disposal for both hazardous and non-hazardous waste accepted from households and qualified CESQG/KSQG businesses at the City of Lawrence/Douglas County Household Hazardous Waste Facility and for on-site/off-site technical assistance provided to City/County staff.

The length of the contract period is one year from signature of contract (2010) with a yearly renewal option up to four additional years if agreed by both parties and provided funds are available.

(e) City of Lawrence/Douglas County Household Hazardous Waste Facility site.

In the next couple years, the Household Hazardous Waste Facility located at Douglas County's 711 E. 23rd Street property will need to move to a new location. The County is planning to move to a new Public Works Facility to be built on E. 25th Street and vacating their E. 23rd Street property which will be sold.

(f) Electronic recycling events in Lawrence continue to be hosted.

The City of Lawrence Waste Reduction and Recycling Division continues to host two 4-hour Electronic Recycling Events per year. The participation at these events continues to be impressive even though new electronics recycling services have been implemented at several retail stores in Lawrence (i.e. Best Buy, Office Depot, Goodwill Industries and UNI Computers). Participant numbers and tons collected to date: Spring 2013 (912 vehicles, 29.8 tons of electronics and 13.7 tons of paper documents shredded), Fall 2012 (504 vehicles, 18.43 tons), Spring 2012 (645 vehicles, 27.57 tons), Fall 2011 (525 vehicles, 19.81 tons), Spring 2011 (638 vehicles, 22.78 tons), Fall 2010 (649 vehicles, 28.98 tons), Spring 2010 (583 vehicles, 28.16 tons), Fall 2009 (747 vehicles, 35.48 tons), Spring 2009 (455 vehicles, 22.87 tons), Fall 2008 (513 vehicles, 26.30 tons), Spring 2008 (676 vehicles, 30.03 tons). These events are not limited to Lawrence residents only.

(g) Increased outreach and education efforts.

In 2012, the City of Lawrence Waste Reduction and Recycling Division continued to increase education of solid waste minimization. Efforts included presentations to school classrooms, neighborhood associations, and other community organizations; informational displays at events including Earth Day and America Recycles Day; and printed material such as the City's newsletter, utility bill inserts, brochures, and paid advertising. Information could also be found on the www.LawrenceRecycles.org website and the city's Lawrence Recycles Facebook page www.facebook.com/LawrenceRecycles.

2. Jefferson County

(a) Jefferson County continues HHW collections. KDHE permit limits HHW facility to 2200 pounds per site. Phillips is Jefferson County's HHW contractor.

(b) Sean Ball (private hauler) is offering drop-off containers to city customers in Jefferson County.

(b) Jefferson County holds one e-waste collection event each year. They also allow e-waste drop-offs from 8:00-4:30 each workday. Electronic wastes are taken to Asset Life Cycle in Topeka.

(c) Jefferson County continues to collect tires. They check in citizens who drop off tires, charge them a disposal fee, and issue them a receipt. Tire Cutters is Jefferson County's tire processor.

(d) Jefferson County still accepts white goods. Freon removal is done by an outside company. Lonnie's Recycling processes the metals.

3. University of Kansas

(a) Campus recycling program is now run by the Center for Sustainability.

(b) KU's Environmental Health & Safety (EHS):

- Is moving to west campus from Burt Hall, which will be demolished in August to make room for new Engineering building
- Picked up 36 tons of hazardous waste last year in addition to non-hazardous wastes
- Hired a new recycling coordinator

(c) KU is working with Kathy Richardson, City of Lawrence, Public Works' Solid Waste Division, on drop-off sites for student use doing "move out week".

4. Hamm Landfill

(a) Hamm is still operating in the same major cell. They plan to open a new cell in fall 2013. The landfill remains KDHE-compliant.

(b) A Materials Recycling Facility (MRF) is set to launch in 2014. It is located just east of the intersection of US-24/40 highway with K-32 highway.

(c) Estimated landfill lifespan has increased to approximately 85 years (from previously reported 80-year lifespan).

(d) Hamm is continuing efforts to divert construction waste from the landfill

1. Recycling asphalt shingles for use in hot mix asphalt.
2. Analyzing creating a construction demolition recycling area

(e) Hamm is working towards collecting and processing landfill gas. They see a potential power generation of 6 MW to 7 MW.

(f) Hamm received a KDHE permit in September 2011 for a tree & savannah cap system for the landfill. Hamm is developing an approximate 12-acre area, and will eventually develop approximately 500 acres, in savannah, native grasses and trees with wildlife corridors. As part of the cap system, the forestry plan extends approximately 60 years into the future. They envision long range recreation possibilities for the capped landfill areas.

5. Food Waste Recycling

Rachel Myslivy, SWM Committee member, reported her family has a large food waste composting facility on their property. They have worked with St. John school, and have reduced food waste at the school by 3 tons.

The Kansas Association for Conservation & Environmental Education (KACEE) has a “Green Schools” program in which any school in the state can sign up for assistance with food waste composting.

6. Other miscellaneous SWM issues

(a) Revisiting the partnership between the City of Lawrence and Douglas County for the operations of the City of Lawrence/Douglas County Household Hazardous Waste (HHW) Facility in light of plans to relocate Douglas County Public Works facilities to a new location in far eastern Lawrence. This relocation will likely occur no earlier than early 2015.

The City is considering several options including (1) moving to new DCPW facility, (2) staying in current location and working out purchase of property with Douglas County, and (3) purchase new property.

(b) House Bill 2074—the SWM Committee briefly discussed the bill, and concluded it would not significantly affect this SWM planning region.

SWM Plan status

The committee found that the SWM Plan is still valid. No significant updates to the Plan are required at this time.

**AGREEMENT
BETWEEN DOUGLAS COUNTY, KANSAS AND JOHNSON COUNTY, KANSAS
FOR BACK UP USE OF THE JOHNSON COUNTY COMMUNICATION CENTER**

THIS AGREEMENT is entered into as of the ___ day of _____ 2013, between Douglas County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to “Douglas County” and Johnson County, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as “Johnson County,” each party duly having been organized and now existing under the laws of the State of Kansas.

RECITALS

A. Johnson County has constructed a County Communications Center (CCC) facility for emergency communications for fire, emergency medical, and law enforcement services which is located at 11880 S. Sunset Drive, in Olathe, Kansas.

B. Douglas County desires to contract for usage of existing 9-1-1 phone and radio communications equipment at the CCC facility for the purpose of having emergency back-up communications center capability.

C. Douglas County and Johnson County can achieve operational and financial benefits by agreeing to shared usage of existing emergency communications equipment in the CCC, such as cost efficiency, increased effectiveness in the delivery of public safety services, enhanced communication between agencies, improved information flow between agencies, immediate assistance in emergency situations and enhanced interoperability.

D. K.S.A. 12-2908 authorizes the parties to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

E. The governing bodies of each of the parties hereto decided to enter into such Agreement for the purposes stated herein.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement authorizes the usage of 911 and public safety communications equipment and facilities located at the CCC by Douglas County for the purpose of providing a back-up public safety communications capability that may be utilized by Douglas County in the event of a significant operational failure at its primary communications center in

Lawrence, Kansas, and for the mutually agreed upon training of Douglas County personnel at the CCC.

2. The Parties' Responsibilities.

A. Facility Director: The CCC Director appointed by the County Manager shall be responsible for the administration of the CCC, for coordination of usage of the CCC by public safety agencies, and for administration of the provisions of this Agreement.

B. Responsibilities of Johnson County: Johnson County shall establish the standards, specifications, and vendors for all equipment and systems in the CCC. As set forth in this Agreement, Johnson County agrees to make available to Douglas County the 911 and public safety communications equipment installed on dispatch consoles in the CCC and will provide for the ongoing maintenance of such equipment.

C. Responsibilities of Douglas County: Douglas County agreed to be responsible, at its cost, for the purchase of any equipment, Computer Aided Dispatch (CAD) system, or other electronic equipment directly related to the delivery of public safety communications services by Douglas County from the CCC and which are not provided as standard equipment on the dispatch consoles in the CCC. Further, Douglas County agrees to be responsible, at its cost, for staffing the dispatch consoles at the CCC as soon as feasible when Douglas County 911 calls and/or radio communications are to be processed at the CCC. Douglas County will schedule training for usage of the CCC with the Facility Director or his designee at a mutually agreeable time.

D. Utility Access: Douglas County shall be responsible for the installation and cost of any non-standard utility service or equipment that is not already provided within the operation of the CCC. Johnson County is not responsible for any interruption or failure of utility service, and Douglas County hereby agrees to release and hold harmless Johnson County from any and all liability, costs, or damages arising from any interruption of such service.

E. Use and Security: Each party agrees and understands the CCC is a secure building and that security of access will be maintained at all times. Access to and use of the CCC by Douglas County is limited to the purpose covered in this Agreement. Douglas County agrees not to use or permit any other person or entity to use the CCC in a manner not authorized by this Agreement.

F. Risk Management: Each party is solely responsible for loss or damage to its property and equipment and injury to their respective employees while at the CCC facility. Each party shall obtain any desired conventional or self-insurance, or a combination thereof deemed necessary or desirable, for protection from loss or damage bodily injury, property damage, products liability, employer's liability and workers compensation coverage as required by

statute. Douglas County employees shall remain Douglas County employees, and not employees of Johnson County, while at the CCC facility.

3. **Disputes.** Disputes between parties to this Agreement may occur on matters arising from shared use of the CCC and its systems and upon interactions between agencies and their employees. Disputes related to the use of the CCC and the systems will be addressed by the CCC Director and the Douglas County Director of Emergency Communications. Disputes related to interactions between agencies and their employees should be addressed first by designated managers of the involved parties, then by the CCC Director, the Douglas County Director of Emergency Communications, and the Johnson County Sheriff, as the case may be, if Johnson County sheriff personnel are involved.

4. **Term and Termination.** The initial term of this Agreement shall be for a period of five years beginning upon the date of approval by Johnson County. The Agreement shall thereafter renew automatically for three successive five year periods. Either party may terminate this agreement for any reason, or for no reason, upon written notice of not less than one-hundred and eighty days to the other party. If the reason for termination is default under this Agreement, the defaulting party shall have ninety days to cure the defect(s) before the Agreement may be terminated.

5. **Costs.**

A. CCC Training Room. Johnson County shall make available to Douglas County, for its use under this Agreement a CCC Training Room equipped with five dispatch furniture consoles, 911 equipment, five Motorola MCC 7500 dispatch consoles, computers for access to Internet services and a control station radio. As CCC equipment is updated or replaced, it is the parties' intention that such equipment shall be made available to Douglas County without an amendment to this Agreement.

The total cost of the dispatch consoles and equipment within the Training Room is divided by 365 days to identify a daily cost for usage of the Training Room by Douglas County. The usage of a CCC Training Room for each twenty-four hour period is listed in Appendix A to this Agreement. Douglas County agrees to pay a base annual charge of \$4,400 for the use of a CCC Training Room which allows Douglas County four, 24 hour use periods during each year. Use of a CCC Training Room in addition to the four, 24 hour periods in a year shall be at the daily cost listed in Appendix A. Such usage shall be for training and familiarization of Douglas County staff with the CCC and its equipment, as well as for testing of back-up operational procedures and for emergency operations to provide 911 and public safety communications services to Douglas County. If an additional CCC Training Room is requested for use by Douglas County, and approved by the Director or his designee, the cost for a 24 hour period will be applied for use of the additional Training Room.

If to Douglas County: Scott W. Ruf, Director
 Douglas County, Kansas
 Emergency Communications
 111 East 11th Street, #200
 Lawrence, KS. 66044

8. **Amendment.** This Agreement may be amended by supplemental writing signed by both parties.

9. **Severability.** All provisions, claims and covenants contained herein are severable, and in the event any of them shall be held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted, construed and enforced as if such unconstitutional, invalid or unenforceable provisions, clauses, and covenants were not contained herein.

10. **Non-appropriation.** Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that the obligations expressed herein are subject to funds budgeted and appropriated for such purpose of from funds made available from any lawfully operated, revenue producing source.

11. **Assignment.** No party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations thereunder.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

Attest:

Linda Barnes, Interim Clerk of the Board

JOHNSON COUNTY SHERIFF

Frank Denning, Sheriff

Approved as to form:

Robert A. Ford, Asst. Co. Counselor
BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Attest:

County Clerk

Approved as to form:

APPENDIX A

COSTS FOR USAGE OF THE CCC FACILITY BY DOUGLAS COUNTY

CCC TRAINING ROOM:

A CCC Training Room contains five (5) dispatch consoles that each are equipped with 911 and Motorola MCC 7500 dispatch consoles, computers for Internet access and a control station radio. The total cost for such equipment is divided by 365 days to identify a daily cost for twenty-four hours of usage of a Training Room. Any usage of some or all of the dispatch consoles in a Training Room will be at the daily rate for the room.

The 2013 daily cost for usage of a CCC Training Room is \$1,100.00.

Annual rate increases for use of a CCC Training Room will not exceed 3%.

JOHNSON COUNTY PERSONNEL COSTS:

2013 employee compensation rates for Johnson County employees in the CCC are:

Johnson County Sheriff Communications Personnel: \$33.42/hour/Deputy Sheriff

Johnson County Emergency Communications Center Personnel: \$31.88/hour/dispatcher

Hourly compensation costs will be adjusted annually and provided to Douglas County.

HOME RULE RESOLUTION NO. HR- _____

**A HOME RULE RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, ADOPTING POLICIES
AND PROCEDURES FOR TEMPORARY BUSINESS USE PERMITS IN
CONNECTION WITH THE KANSAS DEPARTMENT OF TRANSPORTATION'S
K-10 HIGHWAY EXTENSION PROJECT**

WHEREAS, K.S.A. 19-101a, *et seq.*, and amendments thereto, authorize the Board of County Commissioners of Douglas County, Kansas (hereinafter the "Board") to transact all county business and perform all powers of local legislation and administration it deems appropriate, including the enactment of legislation designed to protect the health, safety, welfare, and quality of life of the citizens of Douglas County.

WHEREAS, the Kansas Department of Transportation (hereinafter "KDOT") is scheduled to begin construction on a six-mile, four-lane expansion of K-10 Highway from the South Junction of US-59/K-10 East to K-10 at a point east of Lawrence, which has a project number of K010-023 K-8392-04 (hereinafter the "Project").

WHEREAS, KDOT will select a contractor (hereinafter the "Contractor") to construct the Project.

WHEREAS, the Project will require the Contractor to furnish a portion of the materials to build the road bed for the Project from sources, including pits and borrow areas (hereinafter the "Borrow Areas") located outside of the KDOT right of way.

WHEREAS, the Board anticipates that the Contractor will use private property in proximity to the Project for the Borrow Areas and that said property may be located in the unincorporated areas of Douglas County, Kansas in either the "A" Agricultural or "VC" Valley Channel zoning districts.

WHEREAS, pursuant to a resolution adopted by the Board at a meeting held on September 23, 1966, as amended from time to time since (as amended, hereinafter the "Zoning Regulations"), the use of property located in the unincorporated areas of Douglas County, Kansas is subject to regulation.

WHEREAS, Section 12-319-5 of the Zoning Regulations provides that temporary business uses may be permitted in any district upon the review and finding of the Board that the proposed use is in the public interest.

WHEREAS, the Board finds that these temporary business uses were not intended to apply to a large public works project such as the Project and, given the number Borrow Areas and the scattered locations of said areas, it is impracticable for Douglas County to issue a conditional use permit or temporary business use permit for each and every Borrow Area where borrowing will occur for the Project.

WHEREAS, to avoid any protracted disputes and to ensure that sufficient protections are in place for the Borrow Areas and to protect health, welfare, and morals of the community, the Board adopts the following Home Rule Resolution governing the Contractor's use of the Borrow Areas for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD, SITTING IN REGULAR SESSION THIS ____ DAY OF _____, 2013 AND INTENDING TO EXERCISE OF THE POWERS OF HOME RULE LEGISLATION PURSUANT TO K.S.A. 19-101a, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Adoption of Temporary Business Use Permit Policies and Procedures.
The Douglas County Zoning and Codes Department (hereinafter the "Zoning & Codes Department") is hereby authorized to administratively issue to the Contractor a temporary business use permit approving each specific Borrow Area for the Project, subject to the following conditions:

a. That the Contractor or its subcontractor, agent, or representative shall submit a separate application to the Zoning & Codes Department, on such form and containing such information as the Zoning & Codes Department may request.

b. That the Contractor, its subcontractors, agents, representatives, and any other person carrying on borrowing activities will utilize and employ best management practices in connection with its Borrow Areas and related activities.

c. That any and all entrances to and exits from the Borrow Areas shall be constructed and maintained to the standards and specifications established by the Public Works Director/County Engineer.

d. That excavation, except as provided below, removal, and transportation of materials from the Borrow Areas will only take place between sunrise and sunset, Monday through Saturday.

f. That, with the exception of a bona fide emergency, material will not be excavated, removed, or transported from the Borrow Areas on Sundays or holidays. For purpose of this provision, "holidays" are defined as New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If this provision is utilized, the Contractor shall notify the Zoning & Codes Department in written form (email is acceptable) as soon as possible.

g. That all trucks transporting borrow materials shall use tarps to securely transport the materials.

h. That the Contractor, its subcontractors, agents, representatives, and any other person carrying on borrowing activities shall not use explosives or blasting to excavate, mine, or quarry the Borrow Areas.

i. That the Contractor shall submit a travel plan describing in detail its complete haul route between the Borrow Area and the Project, said travel plan must be approved by the Public Works Director/County Engineer, and the Contractor shall ensure that all trucks comply with said travel plan.

j. That the Contractor shall, at its own cost and expense, be responsible for: (1) maintaining the haul route described in the travel plan so that it is reasonably free from unsafe driving conditions for the travelling public while hauling operations are

ongoing, and (2) repairing and restoring the haul route to pre-haul conditions or better following hauling activities.

k. That the Contractor shall, at its own cost and expense, be responsible for providing appropriate dust control measures, as determined by the Public Works Director/County Engineer, on the haul route described in the travel plan throughout the duration of hauling operations. The existence of residences, roadway geometry, traffic volumes and patterns, and roadway surfacing material for the specific haul route will be considered in determining the required dust control measures. As a minimum, it is anticipated dust palliative will be required a minimum distance of 300 feet in either direction in front of any residence along said route.

l. That the Contractor, any subcontractors, agents, representatives, and any other person carrying on borrowing activities shall not deposit or leave any mud, dirt, or other debris upon the public roads along the haul route described in the travel plan.

m. That the Borrow Areas shall be reclaimed and restored such that the site is able to have established on it and maintain a vegetative surface, free of noxious weeds.

n. That no excavation or borrowing activities shall take place within 200 feet of any residence and within 100 feet of any property line without the written consent of the adjoining property owner.

o. That the Contractor, any subcontractors, agents, representatives, and any other person carrying on borrowing activities shall abide by all Federal and State laws and regulations pertaining to its Borrow Areas and related activity.

p. That the Contractor shall respond to reasonable requests of the Board and other Douglas County officials to address issues that arise during the Project pertaining to the Borrow Areas and related activity.

q. That the Contractor shall provide to the Zoning & Codes Department an approved copy of the SWPPP filed with KDOT and/or KDHE and a copy of the approved NPDES permit issued by KDHE before activity commences on any Borrow Area.

r. That Borrow Areas located in the FEMA floodplain or Federally Designated Wetlands shall have all Federal and State Permits issued before applying for and obtaining a local floodplain development permit. No excavating or construction work can commence in a FEMA floodplain without a local Floodplain Development Permit being issued.

The temporary business use permit process outlined herein and a permit issued pursuant to this Resolution shall be in lieu of other restrictions or requirements under the Zoning Regulations pertaining to the Contractor's borrowing activities for the Project.

SECTION 2. Termination of Temporary Business Use Permit. In the event that the Contractor, any subcontractors, agents, representatives, and any other person carrying on borrowing activities violates the conditions set forth in Section 1 herein, the Zoning and Codes Department may revoke the Contractor's temporary business use permit. Prior to such revocation, the Zoning & Codes Department shall give the Contractor notice of its intent to

revoke the temporary business use permit. If the Contractor disagrees or is dissatisfied with the Zoning & Codes Department's decision to revoke the temporary business use permit, the Contractor may appeal the Zoning & Codes Department's decision to the Board. In the event of such an appeal, the Board shall provide the Contractor with an opportunity to attend a meeting of the Board and present evidence as to why the temporary business use permit should not be revoked. In the event that the Contractor does not present any evidence to the Board or in the event that the Board determines that the Contractor has violated the provisions of Section 1 notwithstanding such evidence, the Board may uphold the Zoning & Codes Department's decision to revoke the Contractor's temporary business use permit. Pending resolution of an appeal, the Board may order the Contractor to temporarily suspend the work subject to the disputed temporary business use permit.

SECTION 3. Expiration of Temporary Business Use Permit. Unless terminated earlier, any and all temporary business use permits issued pursuant to this Resolution shall automatically expire and terminate on October 31, 2016.

SECTION 4. Effective Date. This is a Home Rule Resolution and shall take effect and be in force from and after its publication once in the official county newspaper.

PASSED, APPROVED and ADOPTED by the Board of County Commissioners of Douglas County, Kansas on _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS:

Mike Gaughan, Chair

Nancy Thellman, Member

Jim Flory, Member

ATTEST:

Jameson D. Shew, County Clerk



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : September 20, 2013

Re : Consider approval of road construction agreement with Penny's Aggregates
Road improvements required by conditions to sand pit CUP

During the August 8 meeting, the BoCC approved a Conditional Use Permit (CUP), subject to conditions, for Penny's Aggregates to operate a sand excavation and removal facility on property northwest of the intersection of N 1500 Road/E 1900 Road. One of the conditions was Penny's must pay for certain improvements to public roads. The required improvements are:

- a. Realign the entrance to the sand facility so that it opposes the Noria Road intersection at N 1500 Road.
- b. Pave a 100 foot long section of the site access drive just north of N 1500 Road.
- c. Reconstruct the pavement in the Noria Road (E 1750 Rd)/N 1500 Road intersection.
- d. Construct an eastbound right turn lane on Route 442 (N 1400 Road) at Route 1057 (E 1900 Road).

The attached agreement stipulates Penny's will reimburse Douglas County for construction costs of the improvements. Under terms of the agreement, Douglas County will advertise for bids, let a construction contract, and inspect construction. Penny's would be responsible for engineering design of the improvements and for reimbursing Douglas County for periodic payments to the contractor. The agreement also requires Penny's to post a letter of credit in the amount of 105% of the construction bid price prior to Douglas County entering into a construction contract.

Plans for the improvements are nearing completion. We plan to advertise for bids once plans are complete and this agreement is fully executed. We plan to open bids approximately three weeks after beginning to advertise, and construct the improvements this fall. A construction contract will be presented to the BoCC for approval following the bid opening.

Action Required: Consider approval of road construction agreement with Penny's Aggregates, Inc. for road improvements required by conditions to the sand pit CUP.

AGREEMENT

THIS AGREEMENT (hereinafter this "**Agreement**") is made and entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter, the "**Board**") and the PENNY'S AGGREGATES, INC., PENNY'S CONCRETE, INC., and VAN, LLC (hereinafter collectively "**Applicant**"), effective as of _____, 2013 (the "**Effective Date**").

RECITALS

WHEREAS, Applicant has filed an application for a Conditional Use Permit ("**CUP Application**") to operate a sand pit on approximately 434 acres of real estate located northwest of the intersection of N 1500 and E 1900 Roads.

WHEREAS, the Board has granted approval of the CUP Application, subject to an extensive list of conditions and requirements, one such condition being that the Applicant pay for certain improvements on certain public roads generally specified on Exhibit A attached hereto (the "**Road Improvements**").

WHEREAS, the parties enter into this Agreement to document the Board's requirement that the Applicant pay for the Road Improvements, but that Douglas County, Kansas (the "**County**") will let and administer the construction contract for the Road Improvements.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Purpose. The parties enter into this Agreement to document the Board's requirement that the Applicant pay for the Road Improvements, but that Douglas County will let and administer the construction contract for the Road Improvements.

2. Obligations of the County. The County shall do the following:

a. Advertise and enter into a contract with a contractor to perform the Road Improvements (the "**Road Contract**"). The Board, in the Board's sole discretion, shall determine the terms, conditions, and contract price of such contract.

b. Serve as the lead agency for the Road Contract, including but not limited to contracting for and overseeing construction, and performing construction engineering according to applicable law; provided, however, that the County shall only contract for and inspect the construction work that is within public right of way.

c. Coordinate and share information with Applicant concerning the status of the Road Contract.

d. Review and pay all appropriate periodic pay applications submitted by contractors, inspectors, and others based upon the respective contracts, and provide copies of supporting documents and evidence of payment to Applicant.

3. Obligations of Applicant. Applicant shall do the following:
 - a. Be responsible for engineering design of the Road Improvements in accordance with appropriate engineering standards, as determined by the County Engineer, and subject to review by and approval of the County Engineer.
 - b. Cooperate with the County and the contractor and provide the County and contractor with the access to all property within the control of Applicant, all in connection with the Road Improvements and Road Contract.
 - c. Reimburse the County for 100% of all periodic payments for construction within 30 days of receipt from Douglas County of the periodic pay application, copies of supporting documents, and evidence of Douglas County's payment.
 - d. Post a standby letter of credit from a financial institution and in a form acceptable to the County, in an amount equal to 105% of Road Contract bid price, within two business days of Douglas County's opening of bids and prior to the County letting/awarding the Road Contract.
4. Waiver. Applicant waives and releases the Board, the County, and their respective employees and agents from and against any and all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorney's fees, which relate to or arise from the Road Improvements and Road Contract, except those claims which result from or are caused by the gross negligence or willful acts of Board and County, as the case may be, or their respective employees acting in the scope and course of their employment.
5. Approval and Authorization. Each of the persons signing this Agreement warrants and represents that the execution, delivery and performance of this Agreement by such party has been authorized by action duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms. Each party further warrants and represents that the expenditures anticipated pursuant to this Agreement have been appropriated and will not violate the Kansas cash basis laws, K.S.A. 10-1101, *et. seq.*
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
7. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.
8. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.
9. Effective Date. This Agreement shall take effect upon the date fully executed by both parties.

IN WITNESS WHEREOF, the Board and the Applicant have each caused this Agreement to be executed by their duly authorized officers on the dates stated below, the latest of such dates being the Effective Date of this Agreement and being inserted above.

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

By _____
Mike Gaughan, Chairperson

Date _____

ATTEST:

Jameson D. Shew, County Clerk

PENNY'S AGGREGATES, INC.

By _____

Its _____

Date _____

PENNY'S CONCRETE, INC.

By _____

Its _____

Date _____

VAN, LLC

By _____

Its _____

Date _____

Exhibit A

Overview Description of Road Improvements

- a. Realign the entrance to the sand facility so that it opposes the Noria Road intersection at N 1500 Road.
- b. Pave a 100 foot long section of the site access drive just north of N 1500 Road.
- c. Reconstruct the pavement in the Noria Road (E 1750 Rd)/N 1500 Road intersection.
- d. Construct an eastbound right turn lane on Route 442 (N 1400 Road) at Route 1057 (E 1900 Road).

**PLANNING COMMISSION REPORT
Regular Agenda – Public Hearing Item**

PC Staff Report
8/26/13

**ITEM NO. 3: COMPREHENSIVE PLAN AMENDMENT TO H2020; TRANSPORTATION
(MJL)**

CPA-13-00272: Consider Comprehensive Plan Amendment to Horizon 2020, Chapter 8- Transportation, to incorporate the Goals, Objectives and Strategies in the new T2040 Metropolitan Transportation Plan. *Initiated by City Commission on 6/11/13.*

STAFF RECOMMENDATION: Staff recommends approval of this comprehensive plan amendment to *Horizon 2020* Chapter 8 - Transportation, to update the chapter to reflect the goals and policies of the approved long-range transportation plan, Transportation 2040 and recommends forwarding this comprehensive plan amendment to the Lawrence City Commission and Douglas County Commission with a recommendation for approval.

STAFF RECOMMENDATION: If appropriate, approve and sign Planning Commission Resolution PCR-13-00332 regarding CPA-13-00272.

SUMMARY

The current Chapter 8 of *Horizon 2020* was amended after the previous long-range transportation plan, Transportation 2030 (T2030) was adopted. That amendment incorporated the goals and policies of T2030, into the comprehensive plan. The newest long-range transportation plan, Transportation 2040 (T2040), was approved by the Lawrence-Douglas County MPO on March 21, 2013. This amendment is proposed to do the same as the last and incorporate the goals, objectives and strategies of the newly adopted plan.

The goals of T2040 that are proposed to be incorporated into *Horizon 2020* include the following:

1. Improve Safety and Security
Objectives and strategies to: reduce occurrences to fatalities and injuries to transportation system users, coordination among local agencies in times of emergencies and homeland security of system users
2. Focus on System Preservation and Economic Efficiency
Objectives and strategies to: maximize the usefully life of the transportation structures, maximize the capacity of the network and improve the operational efficiencies of the transport system, coordinate transportation improvements with other land use and infrastructure improvements to save costs, and utilize existing financial resources to reduce duplication of services and/or other inefficiencies and investigate potential new revenue sources
3. Maximize Accessibility and Mobility
Objectives and strategies to: minimize delay and congestion to improve travel times, provide viable transportation alternatives (transit, bicycle, pedestrian) with better interconnectivity, and assure all users are provided access to the regional transportation system

4. Consider The Environment And Quality Of Life
Objectives and strategies to: minimize adverse social, economic, and environmental impacts created by the transportation system, and consider transportation impacts when making land use decisions

STAFF REVIEW

It is important to incorporate all long-range plans into one place as to not duplicate goals and policies or to not create conflicting goals and policies. T2040 was adopted after an extensive public comment and hearing process. This amendment incorporates the work from the approved document, into *Horizon 2020* in order to use the goals and policies in the plan to guide development in the City of Lawrence and unincorporated Douglas County.

Attached are both the current Chapter 8 text which most of is to be deleted and the draft Chapter 8 document.

COMPREHENSIVE PLAN AMENDMENT REVIEW

- A. **Does the proposed amendment result from changed circumstances or unforeseen conditions not understood or addressed at the time the plan was adopted?**

This amendment results from a change in circumstances with the adoption of the new long-range transportation plan. The updated goals, objectives and strategies should be incorporated into *Horizon 2020* in order to keep it as up to date as possible.

- B. **Does the proposed amendment advance a clear public purpose and is it consistent with the long-range goals and policies of the plan?**

The text for the proposed amendment has gone through an extensive public process and reflects current public goals, objectives and strategies regarding transportation facilities. The amendment is consistent with the overall goals of the plan regarding planned and managed growth, diversity, pursuit of quality, compatibility and sustainability.

- C. **Is the proposed amendment a result of a clear change in public policy?**

The amendment is proposed in response to a clear change in public policy as it incorporates the recently adopted long-range transportation plan goals, objectives and strategies.

STAFF RECOMMENDATION

Staff recommends approval of this comprehensive plan amendment to *Horizon 2020* Chapter 8 - Transportation, to update the chapter to reflect the goals and policies of the approved long-range transportation plan, Transportation 2040 and recommends forwarding this comprehensive plan amendment to the Lawrence City Commission Douglas County Commission with a recommendation for approval.

If appropriate, approve and sign Planning Commission Resolution PCR-13-00332 regarding CPA-13-00272.

CHAPTER EIGHT - TRANSPORTATION

This chapter references the Metropolitan Transportation Plan (MTP) as the Transportation Chapter of Horizon 2020, reflects the goals of the MTP as adopted, and presents a brief explanation of the regional transportation planning process conducted in Douglas County by the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO) and how that regional transportation planning program relates to the land use planning activities conducted by the Lawrence-Douglas County Metropolitan Planning Commission. This chapter also explains how both transportation planning and land use planning for the area are documented in the regional comprehensive plan.

METROPOLITAN TRANSPORTATION PLAN

The MTP, currently titled Transportation 2040 or T2040 is a document produced and approved by the L-DC MPO. The MTP sets regional transportation policies and it articulates goals and objectives for the creation of a multi-modal transportation system that complements land use plans, economic development plans, environmental plans, and other comprehensive plan elements for the region. The MTP assists state and local government agencies in improving the quality of life for area residents by developing a safe and efficient transportation system. The library of L-DC MPO documents, including the MTP, along with a description of the MPO process can be found on the web at <http://www.lawrenceks.org/mpo/>.

In addition to the regional scale planning policies found in the MTP which show major transportation corridors and services in a systematic way, there are smaller scale planning and design issues that are also important to the safe and efficient development of a multi-modal transportation system. Although many of these detailed items are more traffic engineering concerns than planning level issues, it is important to note that some items that need to be included in the transportation element of a comprehensive plan are not always included in the MTP. However, the MTP does reference the need for corridor and access management and other traffic engineering items designed to protect the operational integrity of the major roads in the region. This is important to support system planning for the regional multi-modal transportation system that is described in the MTP. For this reason, the state and local policies that address traffic engineering and transportation planning need to be used along with this chapter and the MTP in the review of proposed developments and infrastructure improvements. Local development codes should be supportive of the transportation planning policies set forth in this Comprehensive Plan Chapter and in the MTP.

MPO PLANNING PROCESS

The MPO transportation planning process is designed to provide a regional forum for decision-making for the development and operation of a multi-modal transportation system designed to provide safe and efficient mobility for all of the region's residents and businesses. Coordination and information sharing among jurisdictions are important elements of MPO activities. The L-DC

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MPO covers the entirety of Douglas County including the three smaller cities (Baldwin City, Eudora, and Lecompton) which are not included in or approving bodies for this comprehensive plan and may produce their own comprehensive plans.

The MPO planning process is called the 3 C (Continuing, Comprehensive, Cooperative) process. It is a continuing process that does not end when a new transportation plan document is approved. The MPO produces a new transportation plan at least once every five years (may change to every four years in the foreseeable future due to air quality issues), but as soon as a new plan is approved the MPO begins to work on related documents and improvements to put in the next edition of the transportation plan. The MPO process is comprehensive in that it views transportation system planning as one part of a larger planning process where various types of planning (transportation, land use, environmental, economic, etc.) work together to improve the quality of life for all people in the region. Transportation planning is intricately tied together with land use planning since much of the planning for mobility corridors is predicated on the types and intensities of land uses planned along those routes. Likewise, the land uses planned for an area depend on the access afforded by the transportation network. Transportation and land use planning have a symbiotic relationship. MPO activities are also part of a cooperative process involving several different government agencies and an ample amount of public review. Two federal agencies (Federal Highway Administration and Federal Transit Agency), the Kansas Department of Transportation, Douglas County, and the four city governments in Douglas County all participate in the MPO process and its committee meetings. This regional transportation planning process is open to the public which is welcome to attend meetings and encouraged to send comments about transportation planning issues to the MPO staff.

TRANSPORTATION 2040 GOALS, OBJECTIVES AND STRATEGIES

(copied from Chapter 3 of the Transportation 2040 Metropolitan Transportation Plan)

The goals and objectives of this Transportation 2040 (T2040) – Metropolitan Transportation Plan (MTP) for the Lawrence-Douglas County Metropolitan Planning Area (MPA) are based in part on the overarching goal of creating a shared regional vision for how the Lawrence-Douglas County Region will grow and what the community will look like in the future as depicted in the Lawrence-Douglas County Comprehensive Plan. The goals and objectives in this T2040 Plan are based on the following considerations:

- Public Participation from meetings and interviews with transportation stakeholders, various advisory committees, and written comments from the public
- The previous MTP; Transportation 2030 – Lawrence-Douglas County Long Range Transportation Plan
- Horizon 2020 – Lawrence-Douglas County Comprehensive Plan
- Planning Factors from the Federal surface transportation act - Moving Ahead for Progress in the 21st Century (MAP-21) and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)

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- Comprehensive multimodal nature of the MTP which is outlined in the MPO Policy Board Bylaws
- Knowledge and experience of numerous transportation professionals involved in our region's MPO process
- Guidance from the Kansas Department of Transportation and State emphasis areas outlined in the Transportation Works for Kansas (T-WORKS) program
- Federal transportation planning regulations for MPOs

The creation of this T2040 Plan was supported by an open public participation process and the willingness of the local, state, and federal officials involved in developing and approving this document to chart a comprehensive vision for a regional transportation system. This vision considers the region's short- and long-term needs; land use patterns; planning decisions impacting transportation systems; the desire to provide mobility for all users; and the relationships between the transportation system, the environment and the economy. That comprehensive view of regional transportation planning and the recognition that transportation planning does not take place in its own universe, but that it is intricately related to several other forms of planning is an important part of the MTP development process. The T2040 vision, goals, and objectives also consider and reflect on the federal requirements of the SAFETEA-LU and MAP-21 planning factors listed below.

The MPO has provided the forum for the planning process to create this regional multimodal plan. The T2040 Plan relies on the understanding that a Continuing, Comprehensive, and Cooperative (3C) process will be required to carry out the vision, goals and actions addressed in this plan. That will require the MPO, local governments, KDOT, FHWA and any other invested parties to work together to implement the policies and programs recognized in this document.

FEDERAL PLANNING FACTORS

The new MAP-21 planning factors are similar to the previous SAFETEA-LU planning factors and both address several important issues related to mobility, equity, economic viability, safety, security, environmental stewardship, intermodal coordination, system preservation, operations and maintenance, and sustainability. Simply put – these factors represent comprehensive transportation system planning that is done for all users. The T2040 Plan addresses these Planning Factors by incorporating the ideas expressed in these factors in the T2040 Goals and Objectives and throughout the text of this document.

MAP-21 PLANNING FACTORS

The metropolitan planning process for a metropolitan planning area shall provide for consideration of projects and strategies that will:

- support the economic vitality of the United States, the States, non-metropolitan

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- areas, and metropolitan areas, especially by enabling global competitiveness, productivity, and efficiency;
- increase the safety of the transportation system for motorized and non-motorized users;
- increase the security of the transportation system for motorized and non-motorized users;
- increase the accessibility and mobility of people and freight;
- protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- enhance the integration and connectivity of the transportation system, across and between modes throughout the State, for people and freight;
- promote efficient system management and operation; and
- emphasize the preservation of the existing transportation system.

SAFETEA-LU PLANNING FACTORS

The metropolitan planning process for a metropolitan planning area shall provide for consideration of projects and strategies that will:

- support the economic vitality of the United States, the States, non-metropolitan areas, and metropolitan areas, especially by enabling global competitiveness, productivity, and efficiency;
- increase the safety of the transportation system for motorized and non-motorized users;
- increase the security of the transportation system for motorized and non-motorized users;
- increase the accessibility and mobility of people and for freight;
- protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- enhance the integration and connectivity of the transportation system, across and between modes throughout the State, for people and freight;
- promote efficient system management and operation; and
- emphasize the preservation of the existing transportation system.

ORGANIZATION OF THE T2040 PLAN AROUND A VISION STATEMENT, GOALS, OBJECTIVES, IMPROVEMENT STRATEGIES AND ACTION STEPS

This T2040 Plan is organized with generally worded goals meant to expand on and clarify the vision statement followed by several goal related objectives and then followed by improvement strategies and action steps. The objectives form the transition between the good ideas and the work at hand that needs to be done to improve transportation in the plan region. This plan also

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includes an evaluation system in the form of measures of progress.

In later chapters of this document as each part of the transportation system is discussed in more detail, this plan adds action steps that address specific modal concerns and adds measures of progress to chart advancement in addressing those concerns. The goals, objectives, improvement strategies and measures of progress are all related. They are designed to encourage overall transportation system improvements as well as to help track the changes in performance for each part of the multimodal transportation system.

Funding constraints, technical problems, interagency coordination issues, political considerations, and other factors will make some action steps in this plan difficult to perform. For those reasons, and not the lack of good intentions, some actions to improve our region's transportation system will not occur soon and may not take place during the expiration period covered by this T2040 document or may just get started during that time. Some projects, that are needed and much desired, take more time than one five year transportation plan update cycle to complete. This timing does not alter the importance of integrity of a specify project or action.

DEFINING GOALS, OBJECTIVES, STRATEGIES, ACTION STEPS AND MEASURES OF PROGRESS FOR T2040

It is important to ensure that we define Goals, Objectives, Strategies, Action Steps and Measures of Progress for the T2040 Plan. The definitions below guided the creation of this document and are a tool to help the users of this plan.

Goals are long range approaches to articulate the vision of the community. They represent an improvement to the status quo that can be generally supported by the community.

Objectives are defined approaches to attain the identified goals. An objective is more specific than a goal and is consistent with both the goal and strategies it is related to. Objectives outline the "who, what, when, where, and how" of reaching the goal. Many objectives can fall under each goal. For many objectives the timeline for completion will be the plan's duration (5 years), and for others it will be a shorter or longer term.

Strategies are statements that point out ways in which goals and objectives can be addressed and suggest groups of things to do that can be spelled out with greater detail in the following Action Steps. Strategies can be used to group several action steps around a common theme or general course of action. Not all goals and/or objectives will have Strategies.

**The following elements are included in the specific multimodal chapters where applicable.

Action Steps are specific paths that the organization has chosen to take for completing objectives and realizing goals. They establish specific future actions that should be done and should reflect reasoned choices among all of the available alternatives. Many action steps can fall under a goal, objective and a strategy. Action steps are often very specific and can

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reference other policies, guidelines and standards.

Measures of Progress are things or accomplishments that can be delineated as being completed using a simple yes/no measure or something measured using a graduated scale or score. These things are used to document the condition and status of the transportation system and the progress towards meeting T2040 goals and objectives. Measures of Progress are a way to annually assess performance of the multimodal transportation system to determine the success of the action steps. These performance measures are used to evaluate the T2040 Plan and the progress made on recommended projects.

Example of Goal, Objective, Strategy, Action Step and Measure of Progress

Goal - Goal 2: Focus on System Preservation and Economic Efficiency

Objective – Objective 2.1: Maximize the useful life of the streets, highways, bridges, and related transportation structures through the following strategies

Strategy– Maintain the existing road and bridge assets by adequately maintaining transportation facilities to preserve their intended function and maintain their useful life.

Action Step – Inspect bridges on a routine schedule related to the acceptable professional best practices and create a bridge condition inventory that identifies bridges that need improvements soon. Bridges that are in danger of having low weight limits imposed that will impede truck traffic that is expected to use that facility will be identified and scheduled for repairs and/or replacements.

Measures of Progress – Number of bridges identified to impede truck traffic (≤ 10 ton and ≤ 40 ton) compared to those bridges scheduled for upgrades this year. Number of bridges that were upgraded or repaired before lower weight limits were placed on them. The percent of all bridges maintained by the government agency having a low posted weight limit that could hamper efficient freight traffic.

The following Vision Statement and set of goals along with the rest of this document are intended to create and instill a shared regional vision for the future multimodal transportation system that will serve all residents of and visitors to Douglas County and depict a realistic view for how we can achieve that future transportation vision for our community. Action steps and measures of progress are included in each modal chapter.

TRANSPORTATION 2040 – MOVING FORWARD TOGETHER VISION STATEMENT

Develop a multimodal transport system that safely, efficiently and equitably serves all users whom travel to, from and within the region; and develop a regional transport network of facilities and services that complements the region's economy and enhances the region's livability.

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The vision emphasizes the importance of multimodal system planning and the value of the transportation network as an asset to the community. The plan supports an accessible environment that serves to improve the quality of life and prosperity in the region.

GOAL 1: Improve Safety & Security

Objective 1.1: Reduce the occurrences of fatalities and injuries to transportation system users through design techniques and the application of the "4 E's" --engineering, education, enforcement, and emergency response through the following strategies:

Strategy 1.1.1: Develop criteria that focus on the safety aspect of transportation projects and require that the safety element of projects be addressed properly before project approval is considered

Strategy 1.1.2: Scrutinize safety issues related to land development projects early in the review process at plan review meetings and at times when projects are still in the conceptual plan stage

Strategy 1.1.3: Participate in the development of the Kansas Strategic Highway Safety Plan

Strategy 1.1.4: Collect and analyze crash, injury and fatality data to set high priority areas for safety improvements

Strategy 1.1.5: Facilitate and support the development and distribution of safety education materials

Strategy 1.1.6: Encourage enforcement of traffic laws for all traffic system users by local police departments

Strategy 1.1.7: Support efforts to provide faster emergency responses through transportation system changes like the installation of signal pre-emption devices for EMS vehicles

Strategy 1.1.8: Support development of policies for using Crime Prevention Through Environmental Design (CPTED) elements in the design of transportation projects so that natural surveillance can be increased.

Strategy 1.1.9: Respond to weather incidents in a timely and effective manner

Strategy 1.1.10: Secure support from the public and its elected representatives through education and advocacy for safer transportation facilities and services.

Objective 1.2: Coordinate with local, state and federal agencies and transportation providers to respond during times of natural disasters, extreme accidents, or other emergencies through the following strategies:

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Strategy 1.2.1: Develop a continuity of operations and emergency operations plans

Strategy 1.2.2: Create and maintain an up-to-date contact lists for emergency operations management

Strategy 1.2.3: Develop opportunities for local, state and federal level agencies along with transportation providers to jointly plan and conduct training exercises to test their emergency response plans and abilities

Objective 1.3: Increase the ability of the transportation system to support homeland security and to safeguard the personal security of all motorized users, non-motorized system users, and vital transportation facilities.

GOAL 2: Focus On System Preservation And Economic Efficiency

Objective 2.1: Maximize the useful life of the streets, highways, bridges, and related transportation structures through the following strategies:

Strategy 2.1.1: Maintain the existing road and bridge assets by adequately maintaining transportation facilities to preserve their intended function and maintain their useful life.

Strategy 2.1.2: Develop a process to inventory the size of the regional transportation system and monitor its condition

Objective 2.2: Utilize management techniques and technologies to maximize the capacity of the network and improve the operational efficiencies of the transport system through the following strategies:

Strategy 2.2.1: Develop acceptable critical Level of Service (LOS) standards for all regionally significant transportation facilities, services and modes in Douglas County, and the development of programs to maintain and improve service levels throughout the region's transportation network

Strategy 2.2.2: Prioritize traffic flow improvements to strategically reduce congestion and delay

Strategy 2.2.3: Use Access Management Standards to place access points along major roads at locations where the access will not significantly degrade the operations of the major road and will allow the major road to fulfill its main role of mobility. This will include the development of access management standards by local governments in the region and the coordination of those local standards with KDOT standards, especially for projects located on state system roads.

Strategy 2.2.4: Implement Intelligent Transportation Systems (ITS) and upgrade traffic signal equipment and communications and other technology to improve traffic flow with existing roadway capacity

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Strategy 2.2.5: Enhance the efficient movement of freight through the identification of bottleneck locations for truck traffic, the implementation of improvement projects designed to make truck movements safer and more efficient, the enhancement of intermodal facilities (e.g., rail-truck) that will facilitate freight handling between modes, and any other projects planned to improve freight mobility to enhance the region's economy.

Objective 2.3: Incorporate and coordinate transportation improvements with existing and planned future land uses to minimize infrastructure costs through the use of the following strategies:

Strategy 2.3.1: Conduct transportation-related studies and projects such as traffic signal coordination or safety studies on a multi-jurisdictional or regional basis to more efficiently use resources

Strategy 2.3.2: Develop and/or review existing standards for Traffic Impact Studies (TIS) for each local government in the region. Those TIS standards will be used to determine the traffic impacts of major land developments and to recommend transportation system improvements needed to mitigate those impacts. This may include public-private partnerships for funding and building improvements recommended by the TIS.

Objective 2.4: Efficiently utilize existing financial resources to reduce duplication of services and/or other inefficiencies and investigate potential new revenue sources through the use of the following strategies:

Strategy 2.4.1: Explore alternate financing options for transportation funding (e.g., vehicle mileage road user fees, toll roads, private financing, user fees, fuel taxes, etc.)

Strategy 2.4.2: Improve project development processes and services between local, regional, state and federal agencies to reduce costs and increase the speed of project delivery

Strategy 2.4.3: Coordinate service providers and development groups to reduce duplicative services and inefficiencies

GOAL 3: Maximize Accessibility And Mobility

Objective 3.1: Minimize delay and congestion to improve travel times through identifying and upgrading traffic signal technology and communications to improve traffic flow.

Objective 3.2: Provide viable transportation alternatives (transit, bicycle, pedestrian) with better interconnectivity for people and goods by considering transit, bikeway and pedestrian facility details in all new development site planning, and adhering to local Complete Streets policies.

August PC DRAFT

Objective 3.3: Assure all users are provided access to the regional transportation system and planning process through the use of the following strategies:

Strategy 3.3.1: Encourage land development patterns and transportation system designs that allow and encourage people to use all transportation modes, especially those that are human powered and support healthy lifestyles

Strategy 3.3.2: Coordinate multimodal review of maintenance plans and transportation facility plans

Strategy 3.3.3: Improve the linkages between transportation planning and public health planning

Strategy 3.3.4: Enhance and maintain a coordinated transit system including special services for senior citizens and persons with disabilities, and connections to regional commuter services

GOAL 4: Consider The Environment And Quality Of Life

Objective 4.1: Minimize adverse social, economic, and environmental impacts created by the transportation system through the use of the following strategies:

Strategy 4.1.1: Encourage land development patterns that promote transportation efficiency, sustainability and livability through the ongoing coordinated review of land use plans by MPO staff and the ongoing review of transportation plans by land use planners

Strategy 4.1.2: Improve the linkages between transportation planning and environmental planning

Strategy 4.1.3: Maintain and improve air quality to meet or exceed the National Ambient Air Quality Standards and minimize the air pollutant emissions from the use of fossil fuels for transportation by encouraging the improvement of the multimodal transportation system

Strategy 4.1.4: Promote alternative-fueled vehicles that reduce emissions and support the development of needed infrastructure (e.g., charging stations, etc.) that will make the use of those vehicles feasible

Strategy 4.1.5: Encourage the use of alternative modes of transportation and encourage development that minimizes reliance on the automobile, especially the single occupant car

Objective 4.2: Consider transportation impacts when making land use decisions, and consider land use impacts (in terms of land use patterns, densities, and designated uses) when making transportation-related decisions through the use of the following strategies:

August PC DRAFT

Strategy 4.2.1: Improve connectivity between existing employment centers, retail activity areas, and regional destinations as feasible to foster the continued growth and vitality of those areas

Strategy 4.2.2: Study traffic impacts and develop traffic impact mitigation standards so that land use decisions do not endanger the primary mobility function of arterial roadways

SUMMARY

This chapter of the Lawrence-Douglas County Comprehensive Plan establishes the current version of the MTP as the transportation element of the Comprehensive Plan for the City of Lawrence and Douglas County. The MTP is the transportation policy guide for comprehensive planning activities to be used in the local and regional policy decision-making process.

CHAPTER EIGHT - TRANSPORTATION

This chapter references the Metropolitan Transportation Plan (MTP) as the Transportation Chapter of Horizon 2020, reflects the goals of the MTP as adopted, and presents a brief explanation of the regional transportation planning process conducted in Douglas County by the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO) and how that regional transportation planning program relates to the land use planning activities conducted by the Lawrence-Douglas County Metropolitan Planning Commission. This chapter also explains how both transportation planning and land use planning for the area are documented in the regional comprehensive plan.

METROPOLITAN TRANSPORTATION PLAN

The MTP, currently titled Transportation 2030 Lawrence-Douglas County Long-Range Transportation Plan (T2030), is a document produced and approved by the L-DC MPO. The MTP sets regional transportation policies and it articulates goals and objectives for the creation of a multi-modal transportation system that complements land use plans, economic development plans, environmental plans, parks and open space plans, and other comprehensive plan elements for the region. The MTP assists state and local government agencies in improving the quality of life for area residents by developing a safe and efficient transportation system. The library of L-DC MPO documents, including the MTP, along with a description of the MPO process can be found on the web at <http://www.lawrencecks.org/pds/MPO>.

In addition to the regional scale planning policies found in the MTP which show major transportation corridors and services in a systematic way, there are smaller scale planning and design issues that are also important to the safe and efficient development of a multi-modal transportation system. Although many of these detailed items are more traffic engineering concerns than planning level issues, it is important to note that some items that need to be included in the transportation element of a comprehensive plan are not included in the MTP. However, the MTP does reference the need for corridor and access management and other traffic engineering items designed to protect the operational integrity of the major roads in the region. This is important to support system planning for the regional multi-modal transportation system that is described in the MTP. For this reason, the state and local policies that address traffic engineering and transportation planning need to be used along with this chapter and the MTP in the review of proposed developments and infrastructure improvements. Local development codes should be supportive of the transportation planning policies set forth in this chapter and in the MTP.

TRANSPORTATION GOALS AND OBJECTIVES

Transportation Goals and detailed Objectives are provided in T2030, Chapter 4. A summary of the Goal Statements are included in this chapter:

GOAL 1: — Support the Economic Vitality of the Region

Approve guidelines that enhance economic activity and foster the principles of accessibility, convenience, cooperation, and aesthetic character.

GOAL 2: ~~Maintain, Expand and Enhance the Existing Transportation Network~~

~~Advance policies that promote roadway connectivity and expand multimodal services.~~

GOAL 3: ~~Promote Efficient System Management and Operation~~

~~— Create policies that promote transportation system management, efficient operation, multimodal transportation, and access management standards.~~

GOAL 4: ~~Protect the Environment and Promote Energy Conservation~~

~~— Preserve the environment by adopting criteria that promote smart growth patterns to help sustain healthy air quality levels and minimize land use conflicts.~~

GOAL 5: ~~Emphasize Transportation System Safety~~

~~— Develop criteria that focus on the safety aspect of projects and require that the safety element of projects be addressed properly before approval is considered.~~

GOAL 6: ~~Increase Transportation System Security~~

~~— Increase the ability of the transportation system to support homeland security and to safeguard the personal security of all motorized and non-motorized system users.~~

GOAL 7: ~~Coordinate Land Use and Transportation~~

~~— Ensure that land use planning and transportation planning is coordinated.~~

GOAL 8: ~~Pedestrian and Bicycle Transportation System~~

~~— Establish an integrated system of bicycle and pedestrian improvements that provides for safe and efficient connections throughout the community, and offers viable choices of travel.~~

GOAL 9: ~~Public Transportation System~~

~~— Implement a coordinated public transportation system that offers a viable choice of travel that addresses the needs of individuals and the community as a whole.~~

Detailed Action Steps are provided in the subsequent chapters of the MTP and a summary of actions and policies is provided in Chapter 16: Implementation of the Transportation Plan.

MPO PLANNING PROCESS

The MPO transportation planning process is designed to provide a regional forum for decision-making for the development and operation of a multi-modal transportation system designed to provide safe and efficient mobility for all of the region's residents and businesses. Coordination and information sharing among jurisdictions are important elements of MPO activities. The L-DC MPO covers the entirety of Douglas County including the three smaller cities (Baldwin City, Eudora, and Lecompton) which are not included in or approving bodies for this comprehensive land use plan and may produce their own land use plans.

The MPO planning process is called the 3-C (Continuing, Comprehensive, Cooperative) process. It is a continuing process that does not end when a new transportation plan document is approved. The MPO produces a new transportation plan at least once every five years (may change to every four years in the foreseeable future due to air quality issues), but as soon as a new plan is approved the MPO begins to work on related documents and improvements to put in the next edition of the transportation plan. The MPO process is comprehensive in that it views transportation system planning as one part of a larger planning process where various types of planning (transportation, land use, environmental, economic, etc.) work together to improve the quality of life for all people in the region. Transportation planning is intricately tied together with land use planning since much of the planning for mobility corridors is predicated on the types and intensities of land uses planned along those routes. Likewise, the land uses planned for an area depend on the access afforded by the transportation network. Transportation and land use planning have a symbiotic relationship. MPO activities are also part of a cooperative process involving several different government agencies and an ample amount of public review. Two federal agencies (Federal Highway Administration and Federal Transit Agency), the Kansas Department of Transportation, Douglas County, and the four city governments in Douglas County all participate in the MPO process and its committee meetings. This regional transportation planning process is open to the public which is welcome to attend meetings and encouraged to send comments about transportation planning issues to the MPO staff.

SUMMARY

This chapter of the Lawrence-Douglas County Comprehensive Plan establishes the current version of the MTP as the transportation element of the Comprehensive Plan for the City of Lawrence and Douglas County. The MTP is the transportation policy guide for comprehensive planning activities to be used in the local and regional policy decision-making process.



Memorandum

TO: David L. Corliss, Lawrence City Manager
FROM: Todd Girdler, MPO Senior Transportation Planner
CC: Craig Weinaug-Douglas County Administrator, MPO Policy Board ,
MPO Technical Advisory Committee , MPO Regional Transit Advisory
Committee
Date: May 14, 2013
RE: MPO Approval of the new Metropolitan Transportation Plan (MTP) -
Transportation 2040 (T2040)

**Please place the following item on the June 11, 2013 City Commission
meeting agenda**

Background

For the past year and a half the MPO staff and committees have been working on an update to the Transportation 2030 Plan that was approved in early 2008. That update is called Transportation 2040, or T2040, and is the new Metropolitan Transportation Plan for the Lawrence-Douglas County Region. This new transportation plan like its predecessor is a regionally based policy plan for creating and maintaining a multimodal transportation system to serve the needs of our region's citizens and businesses. Also, like the T2030 document, this new T2040 Plan has a five-year lifespan before it expires. The MPO Policy Board approved this new T2040 Plan on March 21, 2013. A new plan to replace T2040 will be developed in 2017 for approval in early 2018. The T2040 Plan is now on the MPO website and has been submitted to the Kansas Department of Transportation, Federal Highway Administration, and the Federal Transit Administration staffs for information purposes. Those agencies do not approve this document, but the MPO does need to provide them a copy of the approved plan since those agencies are planning partners with the MPO.

In years past the regional transportation plan produced and approved by the MPO has been used by Douglas County and Lawrence as their transportation plans and as part of their joint Comprehensive Plan. That was the case for the T2020, T2025 and T2030 documents over the last fifteen years. The Transportation Chapter of the Comprehensive Plan was most recently updated to reflect alignment with the T2030 Plan in early 2011 when the Lawrence City Commission and the Douglas County Board of County Commissioners approved an amendment to their Comprehensive Plan stating that the current version of the MTP is the Transportation Element of the Comprehensive Plan.

Now that the MTP update process is complete, it is appropriate for the City of Lawrence and Douglas County to update the Comprehensive to include the Goals, Objectives and Strategies in the T2040 Plan. In a similar fashion, the three smaller cities in the region (Baldwin city, Eudora and Leocompton) may act to approve this T2040 Plan as an amendment to their Comprehensive Plans.

The T2040 Plan acts as the Metropolitan Transportation Plan under federal regulations and in that role it takes a broad perspective that charts out a shared regional vision for the future of our transportation system. In doing that it fits well with the other parts of the Comprehensive Plan that layout general guidance for how the region is to develop in the future. However, the T2040 Plan does not dictate project level details like curb radiuses and street widths and the myriad of other engineering details for roads, bridges, transit operations, bikeways and sidewalks. Most of those details are decided at the project level and guided by local regulations and best practices for each type of project. The T2040 Plan does point the way to a more balanced multimodal transportation system in the future, but many details about how that will occur are left to local discretion.

The MPO staff and MPO committees work closely with and have members who are experts in the planning/design/engineering fields and project details are sometimes discussed at various MPO meetings. The MPO has two official advisory committees (the Technical Advisory Committee and the Regional Transit Advisory Committee). The MPO staff also works closely with the Lawrence-Douglas County Bicycle Advisory Committee. All of those groups had opportunities to provide input to the MPO staff as the T2040 document was being drafted. The T2040 update process also included a lengthy public participation program run over several months in 2012 in which hundreds of comments were received from the public about the transportation needs in our region. Those comments were reviewed and many of those ideas were incorporated into T2040.

Actions Requested:

Initiate Comprehensive Plan amendment to update Horizon 2020-Chapter 8 to incorporate the Goals, Objectives and Strategies approved in the new T2040 Metropolitan Transportation Plan and forward to the Lawrence-Douglas County Planning Commission for consideration.

Attachments:

T2040 Metropolitan Transportation Plan – MPO approved on March 21, 2013

<http://www.lawrenceks.org/assets/mpo/T2040/EntirePlan.pdf>

Chapter 8 – Lawrence-Douglas County Comprehensive Plan – amended on February 7, 2011

Draft Update – Chapter 8 of the Lawrence-Douglas County Comprehensive Plan

ITEM NO. 3 COMPREHENSIVE PLAN AMENDMENT TO H2020; TRANSPORTATION (MJL)

CPA-13-00272: Consider Comprehensive Plan Amendment to Horizon 2020, Chapter 8-Transportation, to incorporate the Goals, Objectives and Strategies in the new T2040 Metropolitan Transportation Plan. *Initiated by City Commission on 6/11/13.*

STAFF PRESENTATION

Ms. Michelle Leininger presented the item.

Commissioner von Achen asked what intelligent transportation systems meant.

Mr. Todd Girdler, Senior Transportation Planner, said intelligent transportation systems referred to a large and complex system of institutional relationships and technological relationships of lots of equipment that talks to each other to make the existing traffic lanes, intersections, transit systems and a host of other transport facilities work more safely and efficiently. He said it involved everything from video detection cameras on left turn queues to prioritization of signals for EMS.

Commissioner von Achen asked about the three smaller communities in the county and if they could choose to approve this or come up with their own.

Mr. McCullough said the transportation plan that the MPO adopts was county wide. He said that was a little different than the Comprehensive Plan that had jurisdiction boundaries that exclude the three smaller cities.

ACTION TAKEN

Motioned by Commissioner Liese, seconded by Commissioner Kelly, to approve the Comprehensive Plan Amendment to Horizon 2020 Chapter 8 - Transportation, to update the chapter to reflect the goals and policies of the approved long-range transportation plan, Transportation 2040 and forwarding to the Lawrence City Commission and Douglas County Commission with a recommendation for approval.

Unanimously approved 9-0.

Motioned by Commissioner Liese, seconded by Commissioner von Achen, to authorize the Chair to sign the Planned Commission Resolution, PCR-13-00332, regarding CPA-13-00272.

Unanimously approved 9-0.



SP-13-00328: A site plan for a 9,600 SF machine storage building located at 1451 N. 1823 Road known as Dupont Pioneer. Submitted by Paul Werner Architects for RCH LLC, property owner of record. Dupont Pioneer.

STAFF RECOMMENDATION: Staff recommends approval of the above-described Site Plan subject to the following conditions:

1. Applicant shall provide executed agreements to annex.

ASSOCIATED CASES

- SP-1-09-08; development of 17,157 SF building.

KEY POINTS

- Proposed building is for storage of equipment associated with business.
- Exterior storage is not proposed with this application.
- Revised site plan includes expanded parking lot and refueling station.
- Property is located within existing industrial park development in the unincorporated area.
- Property is adjacent along the south property line to City property zoned OS (Open Space) known as the Maple Grove Cemetery.

OTHER ACTION REQUIRED

- Submittal of 1 paper copy and one PDF copy of the approved site plan for release to County Zoning and Codes Office for building permits.

COMMUNICATIONS RECEIVED

1. None received prior to publication of this staff report.

GENERAL INFORMATION

Current Zoning and Land Use: I-2 (Light Industrial) and FF Overlay District County Zoning District. Existing business and parking lot.

Surrounding Zoning and Land Use: I-2 (Light Industrial) County Zoning District to the north east and west; Existing development.

OS (Open space) City Zoning District to the south; existing Maple Grove Cemetery.

Legal Description: Lot 5, Maple Grove North No. 3

SITE SUMMARY		
	Existing	Proposed
Land Use: Section 12-312	Laboratories, research, experimental	Same, with addition of building for equipment storage
Land Area :	3.116 acres	3.116 acres
Building	17,580 SF	27,180 SF

Following summary is not required per County Zoning Ordinance. Information provides a base line for future annexation of property.		
Total Impervious Area (sq ft):	35,437	47,308
% Impervious	26%	35%
Total Pervious Area (sq ft):	100,316	88,445

STAFF REVIEW

Staff reviewed this application in accordance with the standards and requirements of the Douglas County Zoning Regulations. This property is located adjacent to the incorporated city limits of Lawrence and is within the Lawrence Urban Growth Boundary. This property is located along the south side of N. 1823 Road, a private access easement. This property is part of an industrially developed area. This property abuts the Mable Grove Cemetery along the south property line.

The County Commission approved a site plan for this property in 2008. The project included 13 off-street parking spaces, an interior gravel drive around the building to the east and south and the 17,157 SF building. There was no exterior storage approved with this site plan.

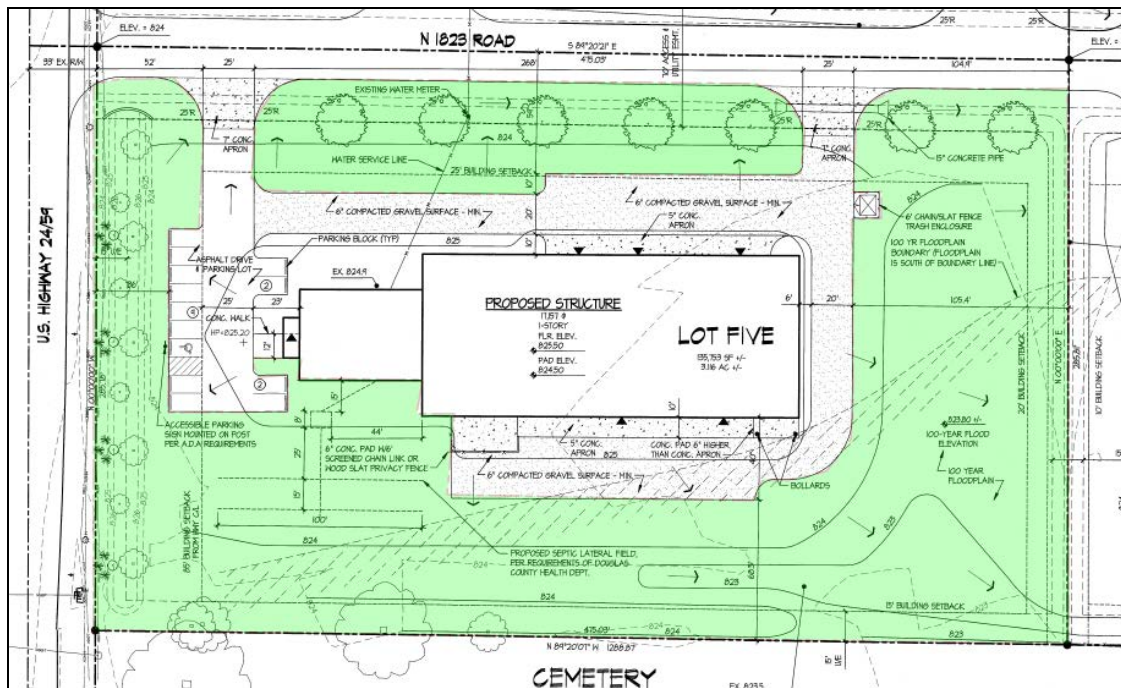


Figure 1 Approved 2008 Site Plan with April Revision

The applicant revised the plan in April 2008 to accommodate an 18' by 32' area for equipment on the southwest corner of the building. The area was noted to be screened with a 6' fence. Over time, the gravel area was expanded to the south and storage of trucks and trailers has occurred in the southeast portion of the site. Landscape plantings were added along the south property line. However, there is no documentation in the 2008 Site Plan file regarding the addition of exterior storage and the addition of screening. A condition of approval stated: "Site

plan will need to be administratively approved to show any outside storage area or fencing prior to establishment of this additional use."

As part of the 2008 approval the property was required to execute an annexation agreement. A note regarding annexation is provided on the face of the document, however the note is not sufficient to satisfy the requirement. Staff is working with the applicant to complete these documents. A condition to execute the annexation agreements is recommended so that it is clearly a development requirement of the site.

SUMMARY OF REQUEST

The specific request is for the addition of a 9,600 SF building for equipment storage. The building will provide enclosed storage for mechanical equipment and vehicles. The applicant indicated this new building would not be used as a "shop" or "maintenance garage" building. Minor maintenance work such as tire changes or repair may occur within this structure. More intensive maintenance use of the building will require appropriate building design and storage of oil or other liquids. Other site improvements proposed include an expanded parking lot, refueling station, and an expanded interior drive area along the north and south sides of the main building.

PARKING SUMMARY per section 12-316

<i>Use</i>	<i>Parking Requirements</i>	<i>Spaces required</i>	<i>Spaces Provided</i>
Manufacturing or industrial establishment, research or testing laboratory, creamery, bottling plant, wholesale, warehouse or similar establishment.	1 per 2 employees on maximum working shift. Plus space for storage of trucks or other vehicles used in connection with the business or industry.	40 employees = 20 spaces	21 spaces

The site plan shows an expanded parking lot. The parking lot was originally constructed to accommodate 6 employees with 13 parking spaces. The proposed parking lot will accommodate 21 off-street parking spaces for the expanded work force. This site plan shows the parking lot expanded to the north by four stalls and to the south by four stalls. This allows the expansion of the parking lot without encroaching on the existing on-site sewage disposal system (lateral lines). Parking spaces are designed with asphalt pavement and bumper blocks rather than a typical curbed parking lot. This design is typically found in rural development and is appropriate for the site.

Landscaping and Screening

Sections 12-319A-4.10 and 12-319A-5.05 require a landscape plan and that *"There is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of*

grass, trees and shrubs.” The regulations do not specify an amount of landscape material (trees and shrubs) required for a specific use. The original site was developed with landscaped berms along the public right-of-way (HWY 24/59 / E 1450 Road). The interior private street, N 1823 Road is developed with a street tree pattern similar to an urban requirement.

The proposed changes will expand the gravel area south of the building toward the Maple Grove Cemetery. The site plan shows shrubs planted along the south property line and the gravel area setback 15’ tapering to 8’ at the east end of the interior parking/circulation area. This area should not be reduced any future than shown on the site plan to provide a minimum buffer along the open space – Cemetery property.

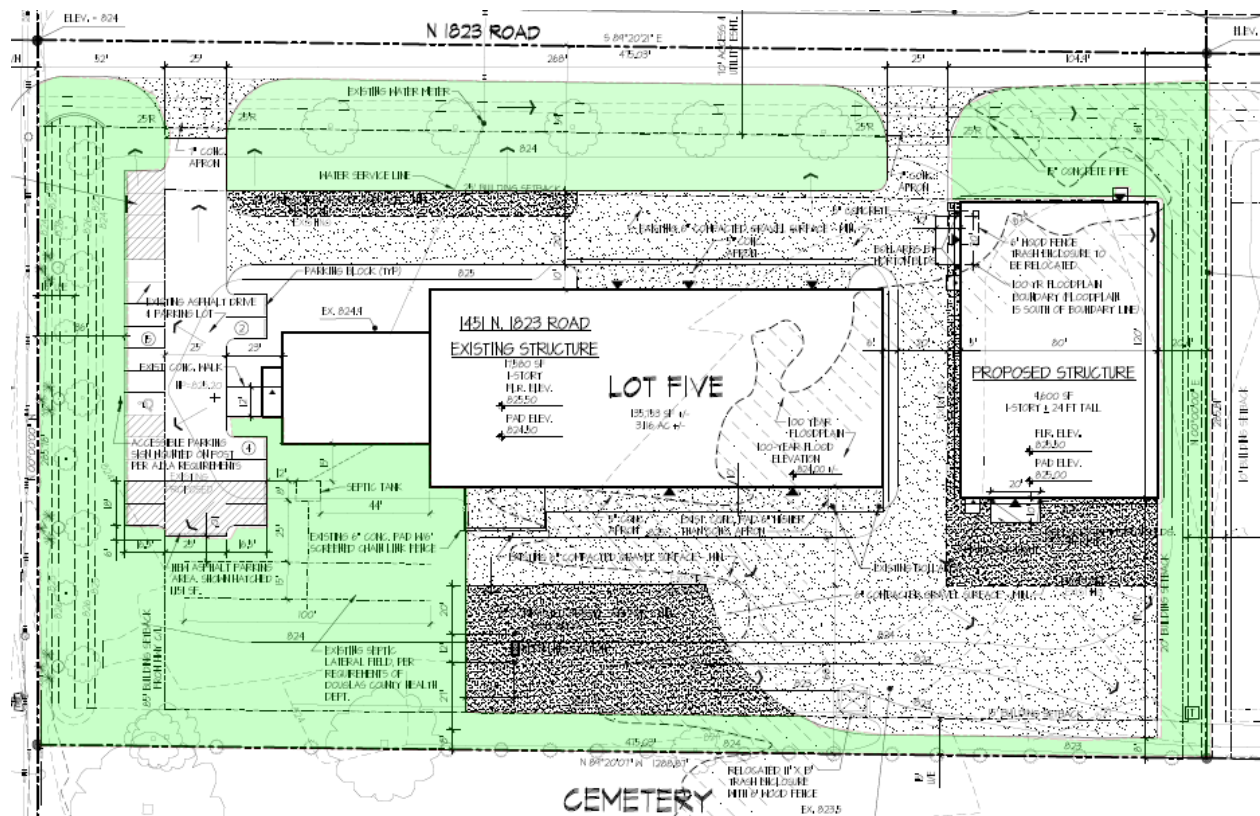


Figure 2 Area highlighted in green shows buffer between subject property and adjacent properties. Property to the east is zoned I-2 (Light Industrial) County zoning District. Property to the south is zoned OS (Open Space) City Zoning District.

Lighting

The proposed site plan indicates a man door light on the south side of the new building. The site plan includes General Note 2.4 states; “Exterior lighting will be shielded, downward directed flood lights mounted at building eave height (18’) to comply with air space control area district of the Lawrence Municipal Airport.” Staff is unaware of any complaints regarding site lighting for this property.

Industrial Design Standards

There are no industrial design guidelines adopted for the unincorporated portion of Douglas County. This property is located within an existing industrial corridor. This industrial area was

developed with berms and landscaping located along the highway frontage and interior trees along the south side of N 1823 Road.

The building is oriented toward E 1450 Road (U.S. Highway 24/59) with the public entrance facing the public street. The building extends along the depth of the property parallel to N 1823 Road, which provides access to all lots within the Maple Grove North No. 3 Subdivision. No changes or modifications to the primary building are proposed with this application.

This proposed site plan is for the addition of a 9,600 SF building to be located in the rear of the site for use as an enclosed equipment storage facility and related parking and circulation improvements

Access and Circulation

Vehicular access to this site is provided from an interior private access easement (N 1823 Road). The site includes two access driveways; one on the west end for customer/employee access and one on the east end for equipment/truck access and circulation. No changes to the access to N 1823 Road are proposed with this site plan revision.

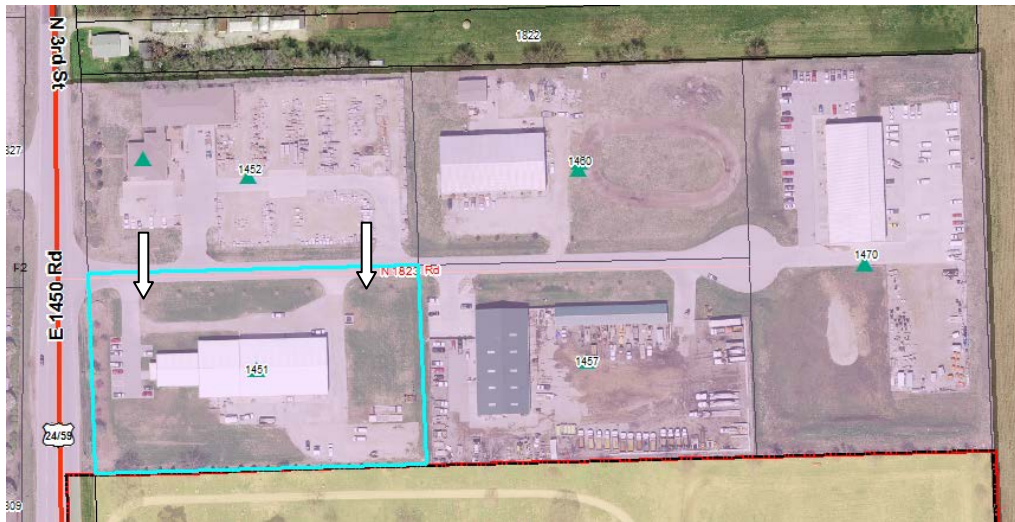


Figure 3 Existing Industrial Area

Interior circulation site is modified for this property with a wider drive along the north side of the property. The revision provides a uniform 30' east/west drive between the two access driveways to N 1823 Road. The area south of the existing building is also expanded for circulation and the access to the proposed refueling station. These modifications will facilitate truck-turning movements within the property.



Figure 4 Existing Improvements with areas noted for expanded access and circulation.

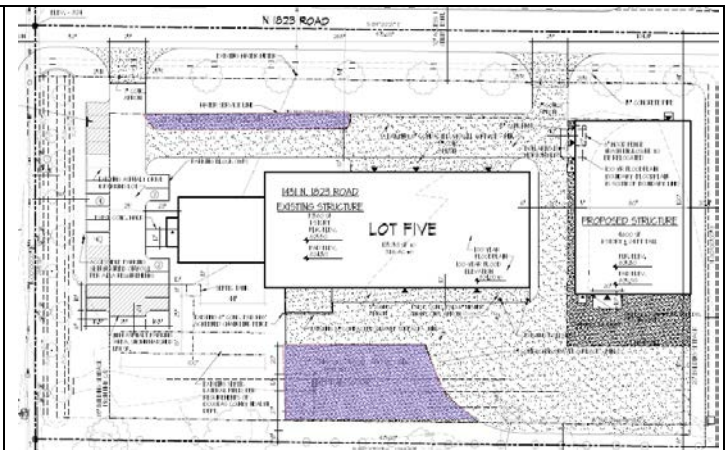


Figure 5 Proposed Improvements

Pedestrian Connectivity

This site is not a pedestrian destination. The parking lot is designed to provide a row of parking along the highway frontage and parking adjacent to the west building entrance. This design provides a relatively short distance that a pedestrian must travel through the parking lot to the building. The proposed building addition is not intended for pedestrian purposes.

Floodplain

This property is located within the regulatory floodplain and is subject to a local floodplain development permit. The applicant has been notified of this condition. Application for a local floodplain development permit will be made the Douglas County Zoning and Codes Office. The site plan notes that a floodplain development permit is required prior to changes to the site. This permit will be coordinated through the County Zoning and Codes Office and is not a requirement for site plan approval. However, issuance of a building permit for the proposed structure and fueling station will require submission and approval of the permit.

Findings

Per Section 12-319A-5, staff shall first find that the following criteria have been met:

1. The proposed use is permitted in the district in which the property is located;

This property is zoned I-2 (Light Industrial) the purpose of this district is intended for light manufacturing, fabricating, warehousing, and wholesale distributing in low buildings with off-street loading and off-street parking for employees with access by major thoroughfares or railroads in either central or outlying locations. The existing use by Dupont Pioneer research facility and accessory storage are permitted uses in the district.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;

This property is adjacent to the Lawrence City limits on the south side and within a developed industrial area with similar uses to the north and east. The proposed site plan expands the activity of this use to the south and east sides of the property with the addition of a refueling station and the 9,600 SF storage building. The site plan also relocates the existing trash

enclosure from the north side of the site to the south side. The south property line includes shrubs planted uniformly (about 20' on center) along the south property line.

The abutting property to the south is zoned OS (Open Space) and is used as the Maple Grove Cemetery. This site plan will reduce the amount of exterior storage adjacent to the City property since equipment will be stored in the new building. This will make the use of the area more compatible with the adjacent land use.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;

As discussed above access to this property is not altered by this request. The internal circulation will be enhanced by the wider east/west drive parallel to N 1823 Road and the area south of the main building. There is no anticipated impact to the adjacent roadway by this proposed site plan.

4. The site plan provides for the safe movement of pedestrians within the site;

As discussed above this site is not a pedestrian destination. There are no interior sidewalks other than the small area immediately adjacent to the main entrance of the building. There are no public sidewalks along either the public street, E 1450 Road, or the private access easement , N 1823 Road.

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

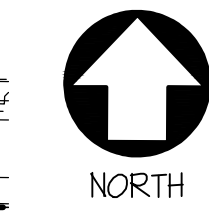
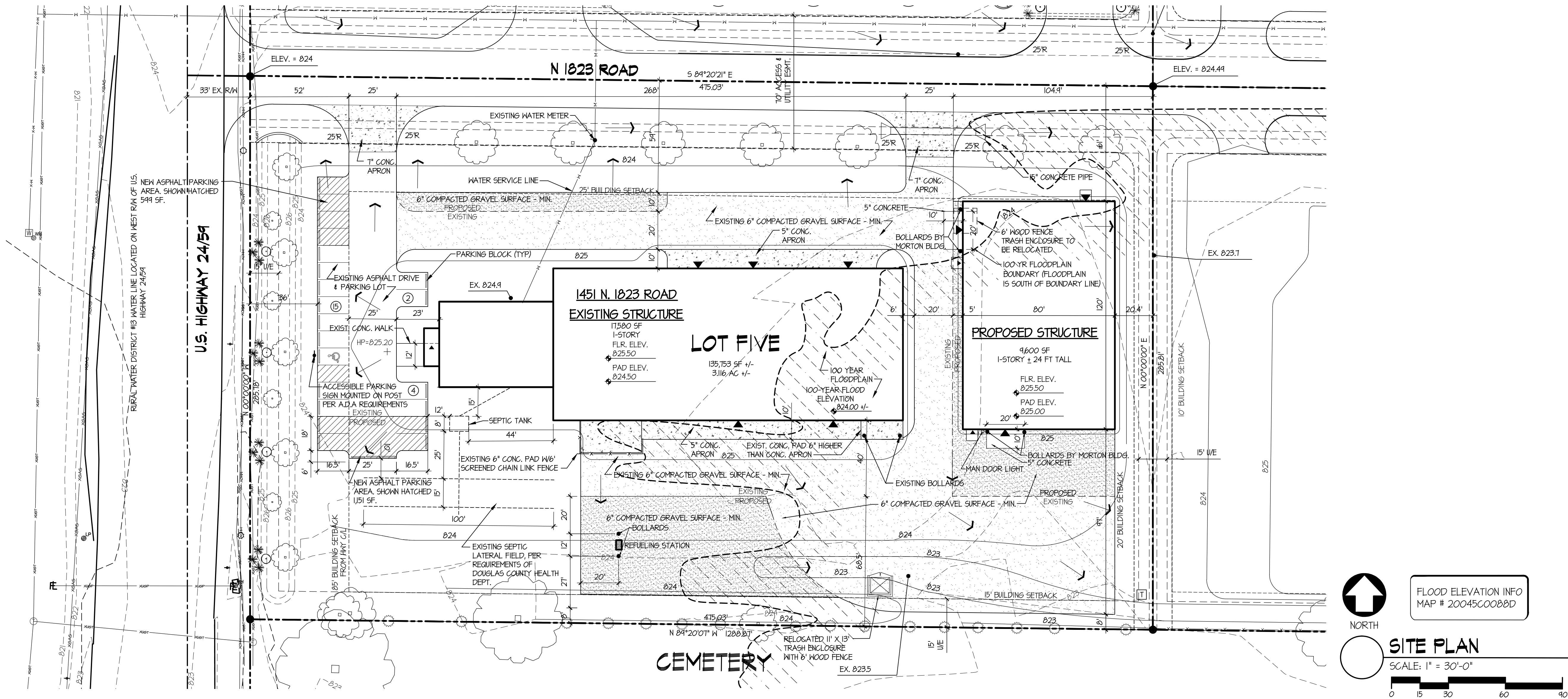
This property includes a substantial area that will remain open space for this site. These areas are appropriately landscaped. Activity along the south side of the property will be increased with this revision. Drive areas should not further encroach on the adjacent cemetery use to the south. If annexed, any additional improvements made to this site will require installation of a denser buffer along the south property line.

6. All outdoor trash areas are screened

The site plan shows the relocation of the existing trash dumpster from the north side of the property near the eastern access driveway to the south side of the property adjacent to the 15' utility easement. A 6' wood fence will enclose the trash area.

Conclusion

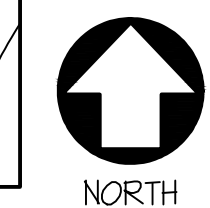
This application has been reviewed in accordance with the County Zoning Regulations. This property has a direct proximity to City property that is zoned open space. Additionally, the city property is used as a cemetery. Use of the industrial lot and expansion of the interior circulation area should not encroach on the cemetery use. Future changes to the subject property may require additional screening between these two adjacent land uses.



FLOOD ELEVATION INFO
MAP # 20045C0088D

SITE PLAN

SCALE: 1" = 30'-0"





**DOUGLAS COUNTY ZONING & CODES DEPARTMENT
MEMORANDUM**

TO:	Board of County Commissioners
SUBJECT:	Home Rule Resolution Adopting Policies and Procedures for Temporary Business Use Permits in Connection with Borrow Pits for KDOT K-10 Highway Extension Project
FROM:	Linda M. Finger and Keith A. Browning
DATE:	September 25, 2013

BACKGROUND

Next month, in October, the Kansas Department of Transportation (“KDOT”) is scheduled to begin construction on Project No. K010-023 K-8392-04, which represents a six-mile, four-lane expansion of K-10 Highway from the south junction of US-59/K-10 (east) to a planned interchange with existing K-10 Hwy, east of E 1750 Road.

The Public Works Director has been in contact with KDOT officials regarding construction of this project. KDOT officials have informed County Staff that the project will require approximately 2.2 million cubic yards of borrow materials for construction of the road bed. KDOT officials anticipate the significant volume of borrow needed will, by necessity, come from numerous sites and scattered locations outside of the KDOT right-of-way, on private property in the “A” (Agricultural) or “VC” (Valley Channel) zoning districts.

Based on the number of possible borrow areas and the scattered locations of these in the County, the Public Works Director and Director of Zoning & Codes have concerns about the whether it is practicable for Douglas County to review, hold hearings and issue Temporary Business Use permits for each and every borrow area for the project. From a review of the Temporary Business Use requirements in the Zoning Regulations, section 12-319-5, it appears unlikely that the author of this section of the regulations contemplated large public works projects when drafting the code language. There is also, some uncertainty as to whether the Douglas County Zoning Regulations would apply to a State contracted project, and given this possibility, it would seem prudent to develop policies and procedures to keep borrow area approvals at a local level.

REVIEW

Based on the desire to keep land use approvals at a local level, we have been working with the County Counselor’s office to prepare the Home Rule Resolution in your packet. This resolution provides policies and procedures for Temporary Business Use (TBU) permits associated with this specific State Highway project. It is our collective opinion, that this Home Rule Resolution offers an efficient and effective procedure for issuing the TBU permits, while ensuring that sufficient protections are in place for the borrow areas and nearby properties. We also believe that the conditions set forth in the Home Rule Resolution will adequately protect the health, welfare, and morals of the community and, in any event, are far better than no regulation at all.

RECOMMENDATION

We recommend adoption of the Home Rule Resolution for Temporary Business Use permits for borrow areas associated with KDOT Project No. K010-023 K-8392-04.



**DOUGLAS COUNTY ZONING & CODES DEPARTMENT
MEMORANDUM**

TO: Board of County Commissioners
SUBJECT: DRAFT CONDITIONS: AgT 2013-04 KC Pumpkin Patch
Assembly Greater than 100 People
DATE: September 23, 2013
FROM: Linda M. Finger, Interim Director Zoning & Codes

REGULATORY AUTHORITY FOR CONDITIONING AGRITOURISM ASSEMBLY USE:

Section 12-319-7.02.c.4) & 12-319-7.02.c.5)

- 4) The Board of County Commissioners may impose conditions and restrictions in conjunction with approval of the assembly type use.
- 5) With County Commission approval the assembly type use, up to the attendance noted on the registration form, may continue to occur as long as registered as an agritourism use with the State and the County.

RECOMMENDED CONDITIONS BASED ON BOCC DISCUSSION 09-11-13:

These recommended conditions were developed based on notes taken at the meeting and from listening to the recorded meeting tape for the September 11, 2013 BOCC meeting.

Recommended Action:

Approval of the Agritourism Uses proposed on the State and Local Registration Forms, which include: U-pick pumpkins, fishing, and bird-watching with the following restrictions and/or conditions reflected on a revised plan for the agritourism activities. These conditions & restrictions must be met before any event involving assembly uses over 100 people are permitted on the site:

- 1) Road Entrance: A permit is obtained from KDOT and the necessary improvements be made to the existing entrance to accommodate two-way vehicular traffic entering and exiting K33 Highway at this location.
- 2) Traffic Study: A traffic impact analysis (TIA) is provided to the County with the information necessary to evaluate and make a determination about the impact of the proposed land uses on adjacent land uses and on the existing road network. [A Traffic Impact Analysis looks at the first seven steps in a Traffic Impact Study (TIS). Only when trips generated from the site exceed 100 vehicles in a peak hour would full TIS be required.] The Public Works Director's approval of the TIA and its' findings are required before the agritourism activities occur on this property.
- 3) Parking Lot:
 - a. Maximum Spaces: Resize to accommodate only the vehicles potentially generated from the uses on the registration form and the anticipated attendance of 1000 individuals between September and October and up to 200 individuals

- per day. The lot should include parking spaces for no more than 100 vehicles including 4 ADA parking spaces, properly signed.
- b. Parking Surface: The parking lot surface shall be maintained in a vegetative surface, free of weeds, or with 2" of ¾" rock.
 - c. Parking Spaces: Shall be defined with wheel stops or a similar material to clearly define the limits of the parking area.
 - d. Location: Should be located a minimum of 150' from the centerline of K33 right-of-way and toward the south side of the entry drive.
 - e. Bus Parking: Lot should be able to accommodate no more than 2 busses.
- 4) Security & Buffering [Setback & Fencing]:
- a. Perimeter setback: No parking or assembly activity permitted within 60' of the north and south property lines along the front (east) 800' of the parcel, where the primary assembly activity and parking are proposed.
 - b. Fencing: 6' Opaque screening fence provided within the perimeter setback.*
* Trees: Existing tree rows that provide dense screen along property lines can be supplemented with a 6' chain link fence to as an alternative to an opaque 6' screening fence.
- 5) Hours of Operation:
- a. For u-pick pumpkin, fishing and bird-watching hours of operation are maintained, as proposed, from 9 AM to 6 PM.
 - b. Evening hours would require an amended Registration Form to be filed and administrative approved.
- 6) Noise: Noise generated by mechanical equipment and or hand-operated equipment shall be operated in compliance with the noise regulations of Douglas County.
- 7) Exterior Lighting:
- a. No pole shall be higher than 20'
 - b. Lights shall be directed down and the source of illumination shielded to prevent light above a line parallel to the ground. Light trespass shall not occur onto adjacent properties.
 - c. Exterior lighting, with the exception of security lighting, shall be tied to the hours of operation with lights turned off one hour after the pumpkin patch closing hour.
- 8) Uses and Amended Registration Forms:
- a. Events in conjunction with the "assembly over 100 persons" activity shall be limited to the three use categories listed on the Registration Form – u-pick pumpkins, bird-watching, and fishing.
 - b. Amended Registration Forms: Amended registration forms expanding agritourism uses to additional uses listed in section 12-319.7, will be required to come to the County Commission for review and approval if they include the addition of an agritourism structure that would accommodate assembly of greater than 100 people or include uses not specifically listed in this section 12-319-7.b.1-14 of the Zoning Regulations.
- 9) Building:
- a. Building used solely for agricultural purpose are exempt from building permit requirements, when the Agriculturally Exempt Building form is filed with the Zoning & Codes Department

- b. Any building to be used as part of the agritourism activity that is designed for public use and assembly shall be limited in size to include public areas that would permit no more than 100 person occupancy at any one time.
[If you want a more precise standard, you could use the building square footage limitation applied to Type 2 home businesses of 3600 square feet for public areas.]*

10) Dust and Erosion Control:

- a. All non-farm surfaces and parking areas shall be maintained with density vegetative cover to prevent/control dust and erosion generated from the agritourism use of the site.
- b. The use of this property of agritourism activities shall comply with all State and Federal regulations pertaining to dust and erosion control, permitting and SWPPP requirements.

11) Signage:

- a. "Name or Area markers" and "Identification signs" have a maximum sign area of 30 square feet, per sign, in the A (Agricultural) District.
- b. Outdoor advertising signs are permitted in the A (Agricultural) District. These signs have a maximum area of 300 sq. feet, which is inclusive of all sign faces (double-sided signs). This type of sign will require County Commission approval and must be shown on the plan for the agritourism use.
- c. Signs shall be located outside the public right-of-way.
- d. Directional signage within the property is permitted.

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