

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, OCTOBER 12, 2016

4:00 p.m.

-Proclamation for "Domestic Violence Awareness Month" – (Kristine Chapman)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consent Agenda approval of KDOT Master Agreement 169-14 Federal Aid Statewide Critical Features Bridge Inspections (Keith Browning);
- (c) Consider approval of agreement with KDOT for shared use facilities (Keith Browning); and
- (d) Consider request for additional change order approval authorization, Project No. 2015-69, Bridge No. 17.82N-10.00E (Keith Browning)

REGULAR AGENDA

- (2) **CUP-16-00312**: Consider a Conditional Use Permit for a new 199' Verizon Wireless communication tower, located north of the Westar Substation at 1287 E 1200 Rd. Submitted by PAMCORP LLC, for Verizon Wireless LLC on behalf of The Kansas District of the Wesleyan Church Inc, property owner of record. Sandra Day is the Planner.
- (3) Consider amendment to interlocal agreement with the City of Lawrence and the Economic Development Corporation of Lawrence waiving special assessments of five County owned tracks in Ease Hills Business Park and indefinitely deferring the assessments on the remaining three county-owned lots (Diane Stoddard/Craig Weinaug)
- (4) Consider approval of letter regarding cost sharing for reconstruction of Fire Station No. 1 (Craig Weinaug/Mark Bradford/Marvel Williamson/Diane Stoddard)-*copies of architectural plan available at meeting*
- (5) Discussion on employee Conceal Carry Personnel Policy (Jill Jolicoeur)
- (6) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- Board of Construction Codes Appeals (1) position 12/15
- (c) Public Comment
- (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, OCTOBER 19, 2016 – The elevator will be out of service for repair.

CONSENT AGENDA

Extension to Public Wholesale Water Supply District No. 25 (PWWSD No. 25) Conditional Use Permit for their plant on E 1750 and N 1500 Rd. (Mary Miller is the Planner.

REGULAR AGENDA

Extension to Midnight Farm Conditional Use Permit, Community Living Opportunities, located at 2084 N 600 Rd. Mary Miller is the Planner.

WEDNESDAY, OCTOBER 26, 2016 – light or cancelled

WEDNESDAY, NOVEMBER 2, 2016 – 4 P.M. Only

-NRA project items (Britt Crum-Cano)

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



PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH IN DOUGLAS COUNTY OCTOBER 2016

WHEREAS, 1 in 3 teenagers, 1 in 3 women, and 1 in 6 men will experience domestic violence during their lifetime; and

WHEREAS, millions of children are exposed to domestic violence in the United States every year; and

WHEREAS, domestic violence includes verbal, emotional, economic, sexual, and physical abuse, and all forms of abuse carry long-term physical and mental health implications; and

WHEREAS, the effects of domestic violence reach far beyond its victims and perpetrators, causing disruption in our schools, places of work and worship, and neighborhoods; and

WHEREAS, during October 2016, The Willow Domestic Violence Center and other agencies and groups in the Douglas County Domestic Violence Coordinated Community Response Team sponsor and promote Domestic Violence Awareness Month to focus community-wide attention on abused women, men, and their children, and to promote support of shelters and community programs.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, proclaims the month of October 2016 as

Domestic Violence Awareness Month

and urges all its citizens to speak out against domestic and sexual violence, to support survivors of these heinous crimes, to encourage community leaders to hold offenders accountable, and to make prevention efforts a priority by hosting events, by creating policies at school and work, and by supporting and participating in programs designed to reduce and eventually eliminate domestic violence as a societal problem.

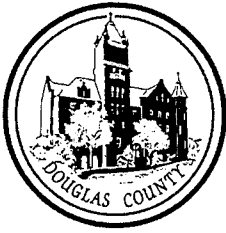
ADOPTED this 12th day of October 2016.

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

Jim Flory, Chairman

Mike Gaughan

Nancy Thellman



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : October 6, 2016

Re : Consent Agenda approval of KDOT Master Agreement 169-14
Federal Aid Statewide Critical Features Bridge Inspections

KDOT has a program under which KDOT contracts with a consultant to provide critical features bridge inspections for local agencies statewide. "Critical features" include (1) pin and hanger systems, (2) underwater inspections of substructure elements in water too deep to inspect by wading, and (3) fracture critical bridges.

Douglas County has no pin and hanger systems (the Kansas River bridge at Lecompton had these systems until rehabilitation in 2007 that removed the pin and hanger systems). We have five bridges for which special underwater inspections are required. We have three fracture critical bridges.

KDOT requires each county to enter into a Master Agreement for these special inspections. Under terms of the agreement, KDOT pays 80% of the costs of special inspections using federal aid funds, and the County pays 20% of the costs. It should be noted that Douglas County is responsible for any special inspections needed on bridges in its inventory in order to comply with the National Bridge Inspection Standards. Without this program by KDOT, Douglas County would be responsible for 100% of these costs.

Action Required: Consent Agenda approval of KDOT Master Agreement 169-14 providing for critical features bridge inspections. The BoCC should sign two (2) original copies of the agreement.

**FEDERAL - AID
STATE-WIDE BRIDGE INSPECTION
MASTER AGREEMENT**

THIS MASTER AGREEMENT is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **County of Douglas, Kansas** (“County”), collectively, the “Parties.”

RECITALS:

- A. Counties, cities and political subdivisions of Kansas are authorized under K.S.A. 68-402b to enter into agreements with the Secretary to enable such entities to participate fully in the benefits to be secured from federal-aid funds, or funds made available from the federal government through the Federal-Aid Transportation Act.
- B. The County desires to comply with 23 C.F.R. Part 650, Subpart C - National Bridge Inspection Standards (NBIS) in the inspection and evaluation of County bridges on public streets and roadways within its jurisdiction which are off of the State Highway System.
- C. The County has requested that the Secretary take the steps necessary to complete Critical Feature Inspections and/or Element Level Inspections, as applicable, on designated bridges or bridge structures within the County by obtaining the services of a Consultant to perform such Inspections.
- D. The Parties have determined that such Inspections for the County would be most efficiently administered under this Master Agreement.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Master Agreement have the designated meanings:

- 1. **“Consultant”** means any engineering firm or other qualified entity retained by the Secretary to perform the Critical Feature Inspections and/or Element Level Inspections, as applicable, on behalf of the County.
- 2. **“County”** means the County of Douglas, Kansas.
- 3. **“Critical Feature Inspection(s)”** includes inspection of bridge hinge pins and hangers on County bridges or bridge structures, underwater inspections on County bridges or bridge structures, and fracture critical members inspections on County bridges or bridge structures to be performed by the Consultant, as and when authorized by the Secretary on behalf of the County, on those bridges or bridge structures specifically identified by the Secretary in the “Structure List” - Special Attachment No. 2 for the year designated therein.

4. **“Element Level Inspection(s)”** is a bridge condition assessment process based on the use of the AASHTO commonly recognized (CoRe) elements and agency non-CoRe elements, their description, definition, units of measure, condition states and feasible actions on County bridges or bridge structures to be performed by the Consultant, as and when authorized by the Secretary on behalf of the County, on those bridges or bridge structures specifically identified by the Secretary in the “Structure List” - Special Attachment No. 2 for the year designated therein.
5. **“Effective Date”** means June 1, 2015.
6. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
7. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
8. **“Master Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
10. **“Participating Costs”** means expenditures for items or services which are an integral part of Critical Feature Inspection or Element Level Inspection activity as reasonably determined by the Secretary.
11. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
12. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Administration by KDOT.** The Secretary shall select and retain the Consultant to perform Critical Feature Inspections and/or Element Level Inspections, as applicable, under the terms of this Master Agreement. The Secretary further agrees, as agent for the County, to administer each inspection activity in accordance with this Master Agreement, to negotiate with and report to the FHWA and administer the payments due the Consultant, including the portion of the cost borne by the County.
2. **Consultant Contract.** The Consultant’s costs for inspections will be based on rates negotiated and approved by the Secretary, for services rendered, to include actual time of field Critical Feature Inspections and/or Element Level Inspections at each bridge or bridge structure and office evaluation, plus depreciation of equipment, per diem, and other related expenses.

3. **Critical Feature Inspection and/or Element Level Inspections List(s)**. On an annual basis, the Secretary will provide to the County the list of bridges or bridge structures within the County that will be subject to Critical Feature Inspections and/or Element Level Inspections, as applicable, for the designated year, identifying the bridges or bridge structures to be inspected and their location, the type of inspection, and the associated estimated cost to the County. The list and cost estimate will be provided in the form shown in "Structure List" - Special Attachment No. 2, the current approved form being attached to this Master Agreement for reference purposes.

4. **Final Inspections Reports**. The Secretary will require the Consultant to provide the County with a copy of a final inspections report for each bridge or bridge structure inspected under this Master Agreement.

5. **Payment of Costs**. The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of each inspection per bridge structure as identified in the "Structure List" - Special Attachment No. 2 for the designated year. The Secretary shall not be responsible for any Non-Participating Costs.

6. **Final Billing**. After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all inspection costs for which the County is responsible and shall then transmit the complete and final billing to the County.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **General Authorization**. All inspections under this Master Agreement shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and the County hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the inspections are hereby authorized, adopted, ratified and confirmed by the County to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for the inspections.

2. **Inspection Authorization**. The County authorizes the Secretary to utilize the County's federal aid for purposes of obtaining Consultant services to complete the inspections of the bridges or bridge structures identified in the "Structure List" - Special Attachment No. 2 for the year designated therein.

3. **Legal Authority**. The County agrees to adopt all necessary ordinances or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Master Agreement.

4. **Authorization of Signatory**. The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the inspections.

5. **Critical Feature Inspection and/or Element Level Inspection List- Additional Bridges.**

In any given year, additional bridges or bridge structures in need of Critical Feature Inspection and/or Element Level Inspections may be identified by the Secretary, the County, or the Consultant. The County agrees the additional bridges or bridge structures will be included in a revised "Structure List" - Special Attachment No. 2, to be issued by the Secretary for the year designated therein. The County's share of costs for inspections of the additional bridges or bridge structures will be determined in the same manner as the initial list for that designated year, and such additional inspections will be subject to the terms in this Master Agreement in all respects.

6. **Drift and Debris Removal.** The County shall initiate and proceed with diligence to remove or require the removal of any drift and debris from the bridges or bridge structures identified in the "Structure List" - Special Attachment No. 2, prior to any inspection occurring and will accomplish any drift and debris removal within a time sufficiently short to allow any scheduled inspections to occur without delay.

7. **Repair Action.** If the Consultant discovers any bridge conditions that require repair, the Secretary will require the Consultant to promptly inform the County of the discovered conditions. The Consultant will be available to the County to prepare repair action documents, assist in selecting a contractor and to inspect the actual repair operation. Any use of the Consultant's services to perform the tasks outlined in this paragraph must be approved by the County and will be deemed Non-Participating Costs by the Secretary under this Master Agreement.

8. **Financial Obligation.** For any given year, the County will be responsible for twenty percent (20%) of the total actual costs of Critical Feature Inspection and/or Element Level Inspection services per bridge or bridge structure as identified in a "Structure List" - Special Attachment No. 2 for the year designated therein. Further, the County agrees to pay any Non-Participating Costs incurred for such inspections.

9. **Remittance of Estimated Share.** The County shall deposit with the Secretary the County's estimated share of the total inspection expenses for the designated year as identified in the "Structure List" - Special Attachment No. 2 within thirty (30) days of receipt of the "Structure List" - Special Attachment No. 2.

10. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

11. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the inspections to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for any major expense associated with the inspections.

12. **Cancellation by County.** If the County cancels an inspection activity, the County will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation. The County

agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation.

ARTICLE IV

GENERAL PROVISIONS:

1. **Term and Termination.** This Master Agreement will remain in effect for one (1) year from Effective Date, at which time this Master Agreement will automatically renew for an additional one (1) year term on every anniversary of the Effective Date of this Master Agreement unless a party notifies the other party in writing not less than sixty (60) days prior to the anniversary of the Effective Date of its intent to terminate this Master Agreement. If this Master Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Master Agreement prior to the effective date of termination, including all non-cancellable obligations.
2. **Inspection Standards.** All Critical Feature Inspections and Element Level Inspections will be performed in accordance with 23 C.F.R. Part 650, Subpart C - National Bridge Inspection Standards (NBIS), the latest version of KDOT Bridge Inspection Program Manual, and the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), and with the rules and regulations of the FHWA pertaining to such inspections.
3. **Incorporation of Structure Lists.** Each "Structure List" - Special Attachment No. 2 issued by the Secretary, to include any revised or corrected list, will be deemed incorporated into and made a part of this Master Agreement without the need for a separate written amendment.
4. **Cash Basis and Budget Laws.** Nothing in this Master Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. 10-1100 et seq.) and the Kansas Budget Law (K.S.A. 7925 et seq.) and at all times should be construed and interpreted so as to ensure that the County is at all times in compliance with such laws.
5. **Civil Rights Act.** The Special Attachment No. 1, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Master Agreement.
6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
7. **Headings.** All headings in this Master Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.
8. **Binding Agreement.** This Master Agreement and all contracts entered into under the provisions of this Master Agreement shall be binding upon the Secretary and the County and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Master Agreement and nothing in this Master Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Master Agreement.

IN WITNESS WHEREOF the Parties have caused this Master Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

COUNTY OF DOUGLAS, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

**FEDERAL-AID
STATE-WIDE BRIDGE INSPECTION
MASTER AGREEMENT**

Project No. _____

20_____

Structure List

“S p e c i a l A t t a c h m e n t N o . 2”

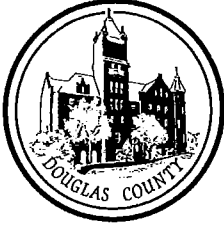
<u>BRIDGE NUMBER</u>	<u>TYPE</u>	<u>LOCATION DESCRIPTION</u>	<u>ESTIMATED COST</u>
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TYPE- UW (Underwater), P&H (Pin and Hanger), FC (Fracture Critical), CoRe (Element Level)

Issued: _____ (date)

By: _____

Bridge Section, Bureau of Local Projects



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : October 4, 2016

Re : Consent Agenda approval of agreement with KDOT for shared use facilities

As discussed in concept during development of the Public Works and KDOT facilities on East 25th Street, the two agencies wish to take advantage of our close proximity by sharing certain facilities. An agreement outlining the terms of use for such shared facilities is attached.

Under terms of the agreement, Douglas County will use KDOT's fueling facility, and KDOT will use our sand & salt storage facilities and our vehicle wash. Public Works will purchase salt and sand, and bill KDOT for materials they use. Public Works may also use sand and salt from KDOT's remote locations in Douglas County, and KDOT will bill us for materials we use from their remote sites. KDOT will manage ordering of fuel, and we will be invoiced directly from the supplier for fuel used by Public Works.

We feel this agreement benefits both parties, and is a good example of two levels of government cooperating for the benefit of the taxpayers.

Action Required: Consent Agenda approval of an agreement with KDOT for shared use of facilities. The BoCC should sign two (2) original copies of the agreement.

AGREEMENT

This Agreement is between the Secretary of Transportation for the State of Kansas, Kansas Department of Transportation (KDOT) ("The Secretary") and the Board of Commissioners of Douglas County, Kansas ("Douglas County") (each a "party" and, collectively referred to as the "parties").

WHEREAS, KDOT is relocating its current maintenance facility to a location in close proximity to the Public Works facility of Douglas County; and

WHEREAS, KDOT maintains a fueling facility that is not currently available to Douglas County; and

WHEREAS, Douglas County maintains sand and salt storage and a vehicle washing station that are not currently available to KDOT (the fueling facility, sand and salt storage facility, and vehicle washing facility shall be collectively referred to as the "Shared Facilities"); and

WHEREAS, because of this proximity, the parties desire to establish a symbiotic relationship with regards to the Shared Facilities; and

WHEREAS, the parties desire to establish the responsibilities of each party with regard to the use, maintenance, responsibilities and duties relating to the Shared Facilities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Rights and Duties in the Shared Facilities. Attached hereto as Exhibit A is a schedule describing the parties' respective rights and duties relating to the Shared Facilities. The parties agree to adhere to and faithfully discharge the rights, responsibilities and duties outlined in Exhibit A, which is incorporated by reference herein. The parties further agree to cooperate and act in good faith to develop and follow such other and further policies, procedures, and protocols as may be necessary to effectuate the intent of Exhibit A and for their mutually beneficial use of the Shared Facilities.
2. Breach; Notice; Opportunity to Cure. In the event of a material breach of this Agreement by either party, the non-breaching party shall have all remedies at law and equity. A party claiming breach by the other party must give the alleged breaching party written notice of the alleged breach, stating with specificity the nature of the alleged breach. Thereafter, the alleged breaching party will have a commercially reasonable period of time to cure the breach, not to exceed thirty (30) days unless otherwise agreed by the non-breaching party. If the party in breach fails or refuses to cure the breach, the non-breaching party may terminate this Agreement and pursue any and all available remedies at law and in equity.
3. Term; Renewal; Termination. This Agreement shall become effective upon its execution by all parties and shall run for a period of one (1) year. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless a party provides written notice of non-renewal to the other party. To be effective, such notice of non-renewal must be provided not less than sixty (60) days prior to expiration of the current

term. The obligations of a party to make payments due and owing to the other party pursuant to this Agreement and Exhibit A shall survive the termination of this Agreement, until such sums have been paid in full.

4. Indemnity.

A. By KDOT. To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to the exemption and maximum liability provisions, KDOT agrees to defend, indemnify, and hold Douglas County harmless from and against any and all claims, liabilities, demands, causes of action, assessments, damages, actions at law or in equity, administrative proceedings, or other alleged losses of any nature whatsoever arising out of or relating to any act or omission of KDOT, and anyone acting for or on its behalf, including without limitation its officers, employees, contractors, agents, departments, partners, joint venturers, patrons, invitees, servants, or any other person or entity acting for or on its behalf, arising out of or relating to KDOT's use of the Shared Facilities.

B. By Douglas County. To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to the exemption and maximum liability provisions, Douglas County agrees to defend, indemnify, and hold KDOT harmless from and against any and all claims, demands, causes of action, assessments, damages, actions at law or in equity, administrative proceedings, or other alleged losses of any nature whatsoever arising out of or relating in any way to any act or omission of Douglas County, and anyone acting for or on its behalf, including without limitation its officers, employees, contractors, agencies, departments, partners, joint venturers, patrons, invitees, servants, or any other person or entity acting on its behalf, arising out of or related to Douglas County's use of the Shared Facilities.

5. Notices. Any notice or demand which either party may give under this Agreement shall be in writing and shall be served personally or given by mailing the same, by certified or registered, postage prepaid, mail to:

To KDOT:
District One Maintenance Engineer
Kansas Department of Transportation
121 S. W. 21st Street
Topeka, KS 66612
office (785) 296-0309

To Douglas County:
Public Works Director/ County Engineer
Douglas County Public Works
3755 E 25th St.
Lawrence, KS 66046

6. Entire Agreement; No Oral Modifications. This Agreement represents the entire agreement of the parties hereto with respect to the mutual rights, responsibilities and agreements relating to the Shared Facilities and supersedes all prior agreements, whether

oral or written, covering the same subject matter. This Agreement may be modified only by a written instrument executed by both parties, and no alteration or variation of the terms and conditions of the Agreement will be valid unless made in a writing executed by both parties. Any amendment of this Agreement shall specify the date on which its provisions will become effective.

8. No Third Party Beneficiaries. No third party beneficiaries are intended to be created by this Agreement, and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms of this Agreement.

9. Billing. The Parties will bill each other for costs incurred no more frequently than a monthly basis. Payment for such cost will be due to the other party within thirty (30) days from the date of billing.

10. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and Douglas County and their successors in office.

11. Contractual Provisions. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

12. Reimbursement for Property Damage. Except as otherwise mutually agreed, each party will be responsible for the total actual costs for damage to the Shared Facility and any associated real and personal property which may occur as a direct result of that party's use and occupancy of the Shared Facility.

13. Termination due to lack of funding appropriation.

A. By Douglas County. If, in the initial term or any subsequent term of this Agreement, funds are not appropriated by Douglas County to continue the function described in this Agreement and for the payment of any charges hereunder, Douglas County may terminate this Agreement at the end of its fiscal year. Douglas County will provide written notice of such termination not less than thirty (30) days prior to the expiration of the then-current fiscal year. Douglas County will pay to KDOT any charges due and owing as of the date of termination. Termination of this Agreement pursuant to this paragraph shall not cause any penalty to be charged to Douglas County.

B. By KDOT. If, in the initial term or any subsequent term of this Agreement, funds are not appropriated by the State of Kansas to continue the function described in this Agreement and for the payment of any charges hereunder, KDOT may terminate this Agreement at the end of its fiscal year. KDOT will provide written notice of such termination not less than thirty (30) days prior to the expiration of the then-current fiscal year. KDOT will pay to Douglas County any charges due and owing as of the date of termination. Termination of this Agreement pursuant to this paragraph shall not cause any penalty to be charged to KDOT.

14. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Kansas. Venue for any dispute arising hereunder shall be the district court of Douglas County, Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

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

Attest:

Jim Flory, Chair

Jameson D. Shew, County Clerk

Mike Gaughan, Member

Accepted and Agreed on:
_____, 2016

Nancy Thellman, Member

**KANSAS DEPARTMENT OF TRANSPORTATION
SECRETARY OF TRANSPORTATION**

Accepted and Agreed on:
_____, 2016

By: Catherine M. Patrick, P.E.
Its: State Transportation Engineer

Exhibit A

The following outlines each entity's roles of shared items at the Douglas County and KDOT complex in Lawrence, KS

	Douglas County	KDOT
Wash Bldg	Building maintenance, repair Water Electricity Soap Pressure washer - related repairs/replacement Vacuum - related repairs/replacement General clean-up after use	General clean-up after use
Brine	D&GCO storage tank and related plumbing Water Electricity Supply rock salt for brine production	KDOT storage tank and related plumbing Brine maker - related repairs/replacement Brine Production Supply brine to D&GCO
Rock Salt, Sand, Mix	Purchase salt, sand Mix salt/sand Replenish materials as needed Loader , fuel, maint	Reimburse for materials used (other than for brine production) Both parties agree on tracking method and load size
Fuel	Pay vendor for initial product delivery of dyed diesel Pay vendor for fuel usage as invoiced	Pay vendor for initial product delivery (UNL/DSL) Fuel tanks and fobs for unleaded, diesel, dyed diesel Related tank, fob readers, gate repairs, replacement IT communications to fuel island and gate Manage ordering of fuel (UNL,DSL,DYED) Manage invoicing from vendor Electricity
Gate	Maintain gates & access to D&GCO County yard Give KDOT a code for after hours access	Maintain gate & access to KDOT yard Give D&G County key fob for after hours access
Remote KDOT Sand/Salt locations (Noria Rd. mixing strip, US-24/40, US-56/59)	Replenish materials used by D&GCO after event	Allow D&G County to use salt/sand mix from remote locations Both parties agree on tracking method and load size Purchase salt, sand Mix salt/sand Replenish materials as needed Loader , fuel, maint
Yard Storage	With prior approval, allow KDOT to store items in yard	With prior approval, allow D&GCO to store items in yard
Street entrance	Plow snow and maintain	Maintain KDOT entrance aprons including C&G

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

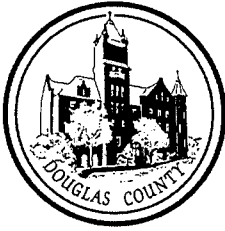
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : October 5, 2016

Re : Request additional change order approval authorization
Project No. 2015-69
Bridge No. 17.82N-10.00E

This bridge carries E 1000 Road over the Kansas Turnpike. The project entails repairing the bridge deck by milling and removing the upper $\frac{3}{4}$ " of concrete, patching areas of deteriorated concrete, and overlaying the deck with 2" of concrete. The BoCC awarded a contract to Bettis Asphalt and Construction, Inc. for the low bid amount of \$124,476.00. The Engineer's Estimate was \$143,699.00. The CIP includes \$150,000 for this project, which includes consultant engineering costs of \$9,800.

Following the removal of the upper $\frac{3}{4}$ " of concrete from the deck, it was discovered the actual quantity of patching needed on the concrete deck will significantly exceed the plan quantity. Areas of needed partial depth patching will exceed plan quantity by approximately 85%, and areas of needed full depth patching will exceed plan quantity by approximately 29%. We have little choice other than replace all deteriorated concrete in the bridge deck. Given anticipated increases in quantities, the total construction cost is currently projected to be approximately \$170,000. This represents a 36.6% increase in total construction cost.

When the BoCC awarded the construction contract, you authorized me to approve change orders up to 20% of the contract amount. Given the additional concrete patching that is required, I now request authorization to approve change orders totaling up to 40% of the contract amount.

Action Required: Authorization for the Public Works Director to approve change orders totaling up to 40% of the construction contract amount for Project No. 2015-69, bridge deck rehabilitation for Bridge No. 17.82N-10.00E.

PLANNING COMMISSION REPORT
Regular Agenda – Public Hearing Item

PC Staff Report
9/26/2016

ITEM NO. 5 CONDITIONAL USE PERMIT FOR VERIZON WIRELESS; 1287 E 1200 RD (SLD)

CUP-16-00312: Consider a Conditional Use Permit for a new 199' Verizon Wireless communications tower located north of the Westar Substation at 1287 E 1200 Rd. Submitted by PAMCORP LLC for Verizon Wireless LLC on behalf of The Kansas District of the Wesleyan Church Inc, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the Conditional Use Permit for a communication tower located at 1287 E 1200 Road and forwarding it to the County Commission with a recommendation of approval based on the findings of fact in the body of the staff report.

Reason for Request:

Verizon Wireless proposes to construct and operate a 190 foot tall self-supporting monopole type communications tower which will be used to provide enhanced wireless voice and data services to its local subscribers. The facility will be unmanned and will be designed to accommodate at least two additional sets of antennas for use by other carriers.

Staff comments: A CUP was previously approved by both the Planning Commission and the County Commission. The approval expired after one year when a building permit was not obtained. The County approval is valid for only 12 months. A corresponding Special Use Permit (within the city limits) is valid for a period of 24 months. The overall tower structure is 190'. Additional height is added by the placement of a 9' lightning rod on top of the tower structure. Typically towers less than 200' are not required to be lit by FAA standards.

ATTACHMENTS

1. Site plan

KEY POINTS

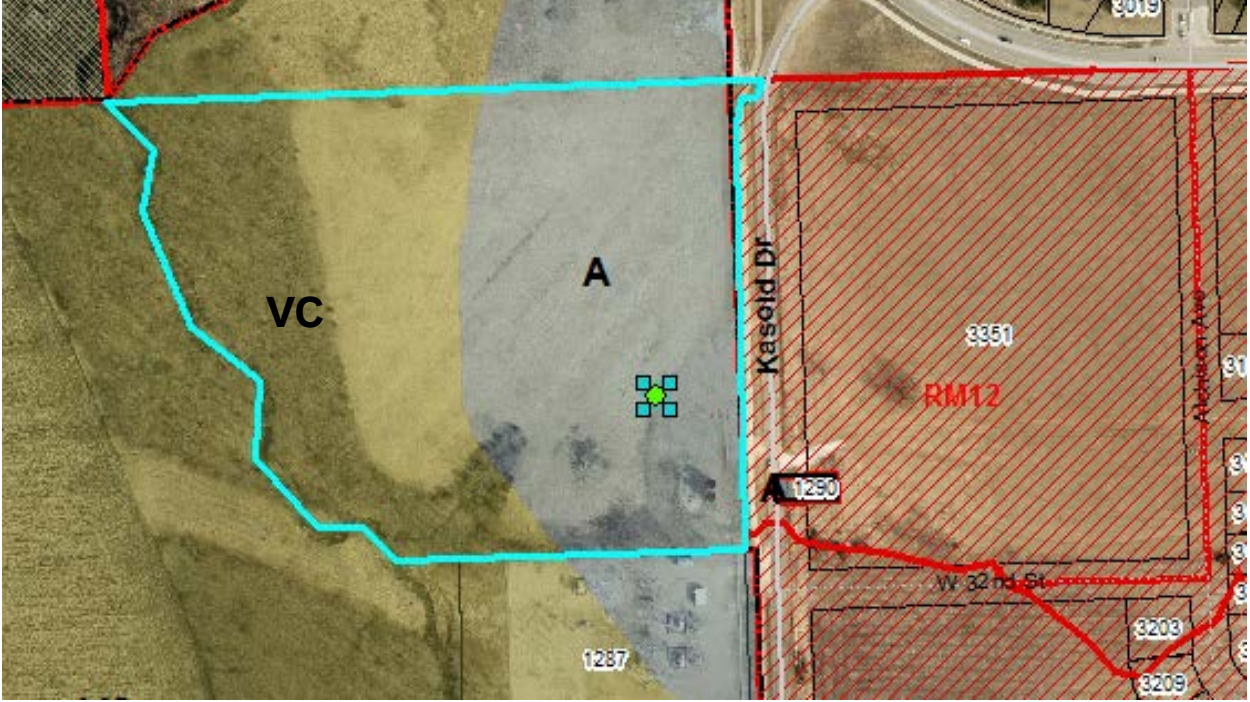
- Application is for a new 190' monopole tower with a 9' lightning rod.
- Ground equipment includes an equipment shelter building and generator to be located within the shelter building.
- Property is encumbered by regulatory floodplain.
- Property is located in the Lawrence Urban Growth Area.
- This application includes a 100' by 100' development area. Initially only a portion of the site will be developed with a tower and equipment. The future pad sites will require expansion of the enclosure.

ASSOCIATED CASES/OTHER ACTION REQUIRED

- CUP-14-00298 approved by the Planning Commission on 11/17/2014. Approved by the County Commission on 2/10/15. Application expired on 2/10/2016.
- Board of County Commissioners' approval of the Conditional Use.
- Submission and approval of a local floodplain development permit to Douglas County.
- Submission and approval of a local building permit to Douglas County.
- Obtain a Conditional Use Permit from Douglas County.
- Obtain a driveway permit from the City of Lawrence.

PUBLIC COMMENT

- No communication has been received.

Site Summary: Subject Property: Proposed Buildings:	14.55 acres 100' x 100' lease area 11' x 25' Pad site for equipment shelter building H frame for equipment 190' monopole with 9' lightning rod Generator located within shelter building Additional pad sites for future carriers
	
Figure 1: Existing Zoning	

GENERAL INFORMATION	
Current Zoning and Land Use:	A (Agricultural) and VC (Valley Channel) Districts. Existing agricultural field.
Surrounding Zoning and Land Use:	A (Agricultural) and VC (Valley Channel) Districts to the North; existing agricultural field. A (Agricultural) and VC (Valley Channel) Districts to the South; KPL substation. VC (Valley Channel) District to the west. Yankee Tank Creek, riparian area and agricultural field. A (Agricultural) and RM12 (Multi-Dwelling Residential) District to the east. Rural Water District #5 pump station and future Religious Institution and Duplex Residential uses.

I. ZONING AND USES OF PROPERTY NEARBY

This property includes county zoning to the north, south and west and urban (City of Lawrence) zoning to the east. The property to the east was annexed in 2009 and has been rezoned multiple times to accommodate future development of the site. The immediate property to the east is undeveloped at this time but has been platted for development.

Two properties located in proximity to the subject property are used for utility purposes.

- 1290 E 1200 Road, zoned A (Agricultural) District; RWD #5 (to the east).
- 1287 E 1200 Road, zoned A (Agricultural) and VC (Valley Channel) Districts; Westar substation (to the south).

Staff Finding – The predominate zoning and land use on the west side of E 1200 Road (Kasold Drive) is agricultural. The predominate zoning and land use on the east side of E 1200 Road (Kasold Drive) is currently undeveloped but zoned for future Religious Institution and Duplex Residential uses.

II. CHARACTER OF THE AREA

This property is located on the southwest fringe of the Lawrence city limits. The property is located between W. 31st Street (extended) and the South Lawrence Trafficway (SLT)/K-10. This area has an agricultural character with limited development potential because of extensive floodplain in the area.

The land area east of Kasold Drive is developing with urban residential uses.

The subject property is bounded on the west side by the Yankee Tank Creek. The Westar substation and large overhead transmission lines run parallel to the South Lawrence Trafficway. The Lawrence multi-use path is located along the west side of Kasold Drive and connects W. 31st Street to the path along the north side of K-10 Highway.

The right of way for Kasold Drive/E 1200 Road has been fully annexed into the site along the length of the property and an additional 180' south of W. 32nd Street. The street/road extends south to an intersection with K-10 Highway. KDOT is proceeding with designs to make the intersection a right-in/right-out access to the highway. No other changes are proposed in the immediate area that impact or affect the character of the area.

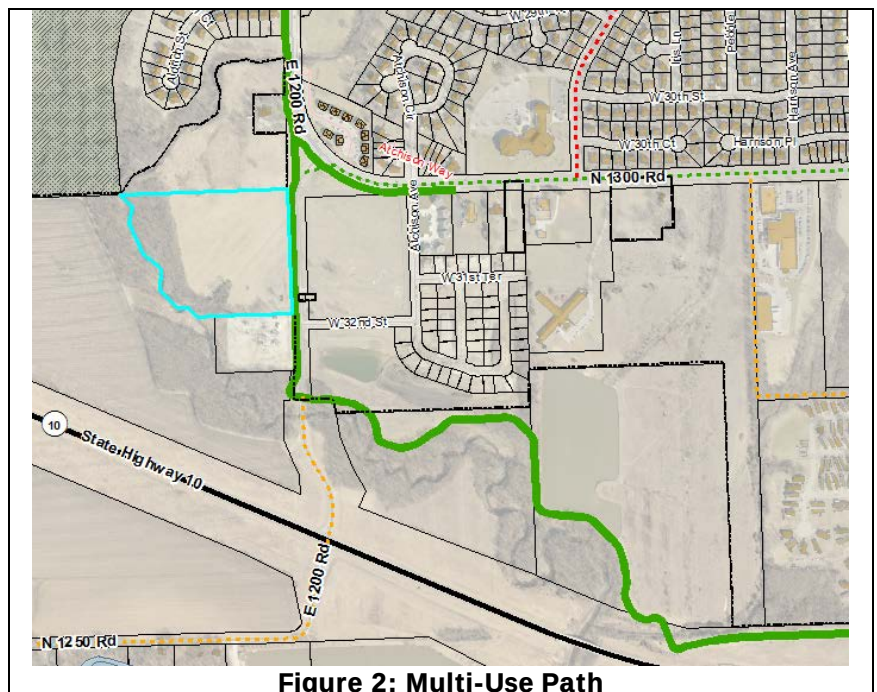


Figure 2: Multi-Use Path

Staff Finding – This property is located in a unique area of Lawrence between the existing city limits and the South Lawrence Trafficway/K-10. The property is bounded by Yankee Tank Creek and includes limited development options because of existing floodplain. Area to the east is developing with residential uses.

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

Applicant's response: "Yes"

This property is currently restricted to uses allowed in the A (Agricultural) and VC (Valley Channel) Districts. These two districts are generally associated with agricultural activities such as farms, truck gardens, nurseries, grazing and similar activities. The A portion of the property allows both residential and non-residential uses. The VC portion of the property is more restrictive regarding land use. The proposed tower will be located on the A zoned portion of the subject property.

The proposed request does not change the base zoning district or alter the allowed uses. Section 12-319.4.31(d) specifically identifies commercial, industrial or agricultural zoning districts as suitable for communication towers.

Staff Finding – The portion of the subject property zoned A (Agricultural) District is a suitable district for the proposed use. The base zoning district is not altered by this request. A communication tower is an allowed use in the A (Agricultural) District subject to a Conditional Use Permit.

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

The property is currently vacant with the exception of two silos located in the southeast corner of the site. The zoning has remained unchanged since 1966. Previously the applicant sought and obtained approval for construction of a communication tower. The approval expired resulting in the applicant seeking new approval for the same project.

Staff Finding – The property is essentially vacant with the exception of two silos as described above. The zoning has remained unchanged since 1966. The previously approved CUP expired.

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

Applicant's Response: "No"

Section 12-319-1.01 of the County Zoning Regulations recognize that *"....certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district...when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited."*

Communication towers are specifically recommended to be located in commercial, industrial or agricultural zoning districts. The location of the tower is situated so that it has a visual connection to other existing utility uses in the immediate area and to have the least adverse impact on the regulatory floodplain.

Staff Finding – Development potential in the area is limited by the presence of extensive regulatory floodplain. At this time the area to the north and east is undeveloped. Any future development will occur with knowledge of this improvement, if approved.

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

Approval of the request expands the structural network of towers and structures that are capable of supporting communication equipment. The proposed request facilitates cellular communications and wireless data use within the community. The proposed equipment does not conflict with existing emergency communication equipment.

The majority of the property will remain viable for existing land uses and uses permitted within the A (agricultural) and VC (Valley Channel) Districts.

Staff Finding – The benefit to the public is improved cellular communication and wireless data capacity within the Verizon network. Additionally, the structure provides an opportunity for other carriers to co-locate in the future. If denied, the property can continue to be used for current land uses and those uses allowed per the existing zoning of the property.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

The subject property is located within the Lawrence Urban Growth Area and is immediately adjacent to the City Limits.

Chapter 10; Community Facilities of *Horizon 2020* addresses public utilities. Key strategies (Page 10-10) primarily address municipal utilities such as water and wastewater planning. One strategy states:

- *The visual appearance of utility improvements will be addressed to ensure compatibility with existing and planned land use areas.*

The plan specifically addressed electric and telephone services and encourages this infrastructure to be placed underground in conjunction with new development where feasible. Communication towers support the wireless industry and accommodate the reduction of hardwire infrastructure. However, it should not be interpreted that wireless communication will replace hardwire needs in the community.

The plan recognizes that “telephone and electric utilities have a strong visual presence in the unincorporated Douglas County Landscape.” Large transmission lines and easements should be coordinated throughout the community to minimize visual and environmental impacts.

The Comprehensive Plan does not explicitly address communication towers.

Staff Finding – The comprehensive plan does not provide any specific land use recommendations regarding communication towers. A Conditional Use Permit can be used to allow specific non-residential uses subject to approval of a site plan. This tool allows proportional development in harmony with the surrounding area. The proposed request is consistent with the Comprehensive Plan.

STAFF REVIEW

In addition to typical site plan design standards, communication towers must address specific requirements of section 12-319-4.31 of the County Zoning Regulations. As discussed above, the proposed use is located in an appropriate zoning district.

New communication towers require design that shall accommodate at least three two-way antennas for every 150' of tower height or co-location space. The proposed tower includes three co-location spaces in addition to the Verizon equipment space for a total of up to four carriers on this tower. Although, changes in federal law may negate this design criterion. Additional review of the existing County communication tower regulations is needed to align the regulations with the current laws.

Setback

The setback of the communication tower is required, per section 20-319-4.31(d), to be at least equal to the height of the tower to the nearest property line measured from the center of the tower. The east property line is the nearest property line to the proposed improvements. The tower setback may be reduced when documentation from a registered engineer is submitted certifying the "fall zone" of the tower in the event of a failure. Evaluation of the required structural documentation will continue to be reviewed with the submission of a building permit to the County Zoning and Codes Office. The proposed setback is shown to be 118' from the east property line to the center of the tower.

The tower and ground equipment will be located in a 100' by 100' enclosure area located approximately 90' from the east property line. The initial enclosure area will be 50' by 50' to accommodate expansion of the base station as additionally carriers co-locate on the tower.

The proposed equipment shelter is located approximately 100' from the east property line. The site plan shows pad sites within the enclosure to accommodate future carriers located on the north and west sides of the tower. The initial 50' by 50' fenced enclosure would need to be expanded to accommodate future co-location applications.

Lighting

Lighting is not proposed with this application for the communication tower. The tower will need to meet any applicable FAA requirements. Generally, towers less than 200' are not required to be lit. ground equipment will have lighting on front and rear sides of the building. Lighting must be shielded and directed down.

Access, Circulation, and Off Street Parking

Access to this site is from E 1200 Road/Kasold Drive. This segment of E 1200 Road is completely within the city limits. The applicant will be required to seek a driveway permit for access to the tower site from the City of Lawrence. The drive will provide maintenance access to the tower enclosure. This use does not require off-street parking. The design of the site provides adequate vehicular access and turnaround for maintenance activity on the site. The site plan shows a city standard driveway apron to the site.

Landscaping/Buffering

This site will not be irrigated and will not be staffed. The survival of vegetation used for screening is usually unsuccessful especially in a rural application. Per previous discussions with the applicant street trees were recommended for this site. The site plan shows five street trees planted along the west side of the multi-use path.

Other

Prior to construction of the tower the applicant will be required to obtain a Conditional Use Permit, issued by the County Zoning and Codes office as well as applicable building and floodplain development permits.

Recent changes to federal laws allow some future modifications to approved and existing communication towers, base stations, co-location equipment and other features. The full scope of these changes has not been assessed by staff. Changes can include expanding the tower by up to an additional 20' and increasing the base station (enclosure area) by up to 10%.

Conclusion

The proposed application meets the required documentation requirements of the County Zoning Regulations. Staff recommends minor changes to the site plan to facilitate the project compatibility with some City design standards since this site is located on the boundary of the existing city limits.



APPLICANT VERIZON WIRELESS MANAGER-NETWORK REAL ESTATE PHONE: (913) 244-2800	POLICE DEPARTMENT LAWRENCE POLICE DEPARTMENT 4820 BOB BILLINGS PKWY, LAWRENCE, KS 66049 PHONE: (785) 830-7400
SITE ACQUISITION KGI PHONE: (417) 848-7584	FIRE DEPARTMENT LAWRENCE FIRE STATION NO. 4 2121 WAKARUSA DR, LAWRENCE, KS 66047 PHONE: (785) 832-7640
SURVEYOR HUSKER SURVEYING PHONE: (402) 423-5202	PROPERTY OWNER KANSAS DISTRICT OF THE WESLEYAN CHURCH TOPEKA, KS 66604
ARCHITECTURAL AND ENGINEERING FIRM MAGTECH MIDWEST, INC. PHONE: (260) 436-2668	

KANSAS ONE-CALL SYSTEM
811 OR 1-800-DIG SAFE

THE PROJECT INCLUDES:
INSTALLATION OF PANEL ANTENNA, ASSOCIATED COAX AND OTHER EQUIPMENT ON NEW MONOPOLE TOWER.
INSTALLATION OF A 25'-5-1/2"x11'-6" UNMANNED EQUIPMENT SHELTER WITH GENERATOR ON A CONCRETE FOUNDATION.
NEW ELECTRIC AND TELEPHONE SERVICE TO SITE AND EQUIPMENT SHELTER. NO WATER SUPPLY OR SEWAGE TO/FROM THE SITE.

SITE LAT/LON ELEV.
LATITUDE - 38° 55' 36.52"
LONGITUDE - 95° 16' 46.96"
GRD ELEV. - ±832' AMSL

SITE LAT/LON ELEV.
OVERALL STRUCTURE HT: 199'
STRUCTURE HT: 190'
ANTENNA CL: 190'

PROJECT DESCRIPTION



LAWC KASOLD

1293 E 1200 ROAD
LAWRENCE, KS 66047
DOUGLAS COUNTY

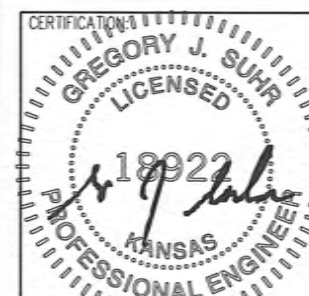
LOCATION No.: 273490
PROJECT No.: 20130934157
PROPOSED MONOPOLE TOWER
WITH COMMUNICATIONS EQUIPMENT

SIGNATURE	PRINTED NAME	DATE
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW		
☐ NO CHANGES ☐ CHANGES NEEDED. SEE COMMENTS ON PLANS		
LESSOR / LICENSOR APPROVAL		

RF ENGINEER:		
OPERATIONS MANAGER:		
CONSTRUCTION ENGINEER:		
CONSTRUCTION MANAGER:		
REAL ESTATE MANAGER:		
APPROVED BY	SIGNATURE	DATE

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RELEASE DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV D

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

**LAWC KASOLD
CELL SITE**

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

**PROJECT INFORMATION
LOCATION MAPS,
AND DRAWING INDEX**

A&E PROJECT NO.:

001-1504

SHEET NO.:

T-1

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°47'07" EAST ALONG THE EAST LINE OF SAID QUARTER SECTION, 731.00 FEET; THENCE SOUTH 88°06'41" WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 596.59 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG SAID CREEK CENTERLINE FOR THE FOLLOWING COURSES: NORTH 45°41'54" WEST, 76.01 FEET; SOUTH 88°06'39" WEST, 69.21 FEET; NORTH 41°35'07" WEST, 147.26 FEET; NORTH 02°32'56" EAST, 121.88 FEET; NORTH 52°01'21" WEST, 133.21 FEET; THENCE NORTH 23°43'42" WEST, 195.83 FEET; NORTH 10°35'57" EAST, 101.55 FEET; NORTH 45°49'20" WEST, 104.16 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION; THENCE LEAVING SAID CREEK CENTERLINE, NORTH 88°06'41" EAST ALONG SAID NORTH LINE, 1029.78 FEET TO THE POINT OF BEGINNING, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD, AND

A. BEGINNING AT A POINT 1111.3 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH P.M.; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID QUARTER SECTION 417.4 FEET; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH ON THE EAST LINE OF SAID WEST HALF TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST TO THE POINT OF BEGINNING.

B. BEGINNING AT A POINT 902.6 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH P.M., THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 417.4 FEET EAST 208.7 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 417.4 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE WEST 208.7 FEET TO THE POINT OF BEGINNING.

C. A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH P.M., IN THE CITY OF LAWRENCE, IN DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°44'39" EAST 620.00 FEET, COINCIDENT WITH THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE NORTH 88°15'21" EAST 97.00 FEET; THENCE SOUTH 01°44'39" EAST 40.00 FEET; THENCE SOUTH 88°15'21" WEST 97.00 FEET; THENCE NORTH 01°44'39" WEST 40.00 FEET TO THE POINT OF BEGINNING.

D. A TRACT OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; FIRST COURSE, THENCE ON AN ASSUMED BEARING OF NORTH 01°47'16" WEST 1408.94 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; SECOND COURSE, THENCE NORTH 88°12'44" EAST 175.00 FEET; THIRD COURSE, THENCE SOUTH 11°06'59" EAST, 216.27 FEET; FOURTH COURSE, THENCE SOUTH 21°22'55" EAST, 201.00 FEET; FIFTH COURSE, THENCE SOUTH 29°21'25" EAST, 152.14 FEET; SIXTH COURSE, THENCE SOUTH 20°14'54" WEST 103.62 FEET; SEVENTH COURSE, THENCE SOUTH 68°50'09" EAST 1104.50 FEET TO A POINT ON THE EAST LINE, 341.03 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE SAID QUARTER SECTION; EIGHTH COURSE, THENCE SOUTH 01°49'33" EAST ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; NINTH COURSE, THENCE SOUTH 88°03'37" WEST, 1326.29 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; FOR CONTROLLED ACCESS HIGHWAY, INCLUDING ANY AND ALL ABUTTER'S RIGHT OF ACCESS TO SAID HIGHWAY APPURTENANT TO SAID PROPERTY, EXCEPT AND RESERVING THE RIGHT OF ACCESS TO THE HIGHWAY OVER AND ACROSS THE FOLLOWING DESCRIBED COURSES: ALL OF THE 'SECOND', 'THIRD', 'FOURTH', 'FIFTH' AND 'SIXTH' COURSES.

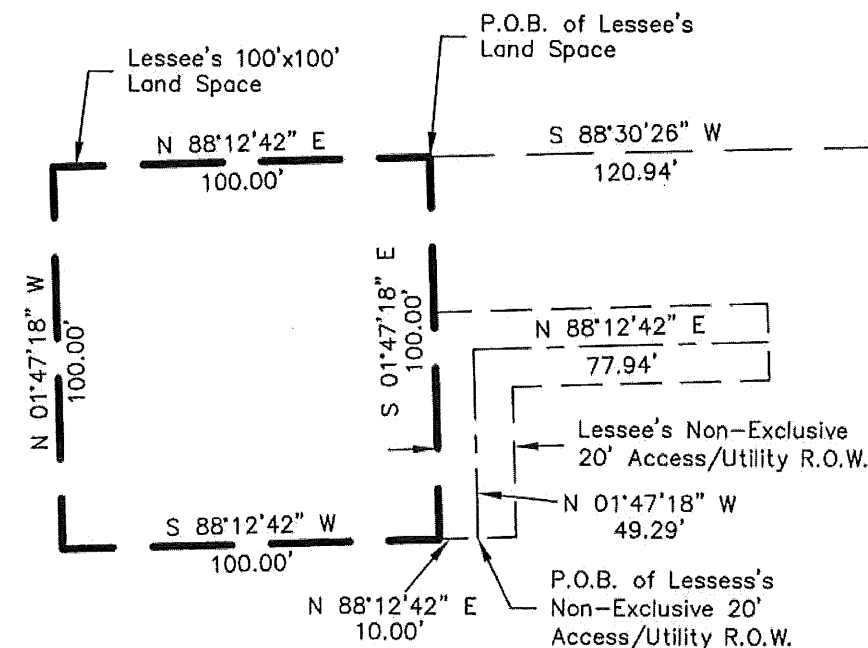
1.) Generally located in Kansas State Plane Coordinate System, North Zone (NAD-83).

2.) Not a survey of the parent parcel shown, but to be used only for the purposes shown hereon.

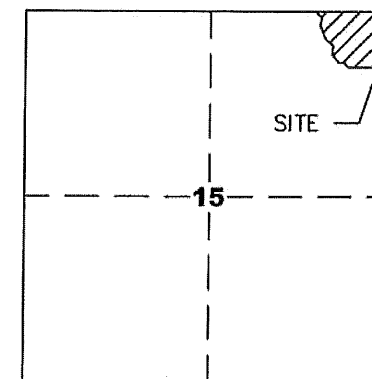
3.) The Utility locations shown hereon were determined by observed above ground evidence only. The surveyor was provided with above ground markings to determine any subsurface locations, and makes no guarantee that the underground utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. This surveyor has not physically located the underground utilities.

Zoning Information:
OS-Open Space District

Flood Information:
Property falls within a Zones "AE" (Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. BFEs are shown within these zones.) & "X" (Minimal risk areas outside the 1-percent and .2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones.) as determined by FEMA Flood Rate Map No. 20045C0167D, effective 8/05/10.



Scale: 1"=50'

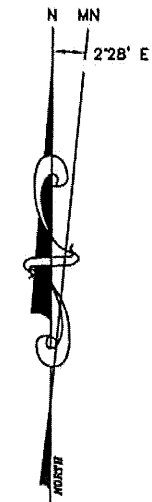


**T. 13 S, R. 19 E
PARENT PARCEL
DETAIL**

I, Jayme M. Malone, a Professional Registered Land Surveyor under the laws of the State of Kansas, certify the above survey was executed by me, on the date shown. Distances shown are measured in feet and decimals of a foot.

Signed this 28th day of August, 20 14

Jayne M. Malone
LS MO #2736



Prepared for:

Prepared for:



**MAGTECH
MIDWEST INC.**
AN AFFILIATE OF FORTUNE WIRELESS INC.
1715 MADHAVOK WAY, FORT WAYNE, INDIANA 46804
(260) 436-2888 • (260) 436-2422 FAX

Surveyed By:

HS4152



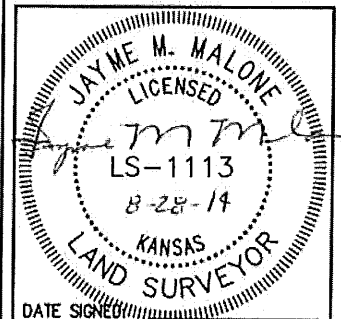
HUSKER SURVEYING
4535 Normal Blvd. Ste #101
Lincoln, Ne 68506
(402)423-5202
(402)423-5211
www.huskersurveying.com

CHECKED BY:	J
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MM

APPROVED BY:	J
--------------	---

#	DATE	DESCRIPTION	INT
1	1/29/14	80% Prelim	TH
2	2/12/14	Land Space & R.O.W.	TH
3	2/26/14	Add Title	MG
4	3/03/14	Comments	MG
5	6/18/14	Moved Land Space	MG



SITE NAME:

LAWC KASOLD

SITE NUMBER:

SITE ADDRESS:

1293 E 1200 RD
Lowerence, KS 66047

SHEET NAME:

LAND SPACE &
R.O.W. EXHIBIT

SHEET NUMBER:

LSE-1

LESSEE'S LAND SPACE DESCRIPTION:

That part of the Northeast Quarter of Section 15, Township 13 South, Range 19 East of the 6th P.M., Douglas County, Kansas and being more particularly described as follows:

Referring to the Northeast corner of said Section 15, a #4 rebar in monument box found; thence southerly, on an assumed bearing, South 01°47'18" East, on the East line of the Northeast Quarter of said Section 15, 422.15 feet; thence westerly South 88°30'26" West, 120.94 feet, to the Point of Beginning for the described Land Space; thence following the perimeter of the described Land Space on the following bearings and distances of the described Land Space: South 01°47'18" East, 100.00 feet; thence South 88°12'42" West, 100.00 feet; thence North 01°47'18" West, 100.00 feet; thence North 88°12'42" East, 100.00 feet, to the Point of Beginning for the described Land Space.

Containing a total calculated area of 10,000 square feet or 0.229 acres, more or less.

LESSEE'S NON-EXCLUSIVE ACCESS/UTILITY RIGHT OF WAY DESCRIPTION:

A Non-Exclusive Access/Utility Right of Way, 20 feet in width, located in that part of the Northeast Quarter of Section 15, Township 13 South, Range 19 East of the 6th P.M., Douglas County, Kansas and the centerline being more particularly described as follows:

Referring to the Northeast corner of said Section 15, a #4 rebar in monument box found; thence southerly, on an assumed bearing, South 01°47'18" East, on the East line of the Northeast Quarter of said Section 15, 422.15 feet; thence westerly South 88°30'26" West, 120.94 feet, to the Northeast corner of the described Land Space; thence following the perimeter of the described Land Space on the following bearings and distances of the described Land Space: South 01°47'18" East, 100.00 feet; thence easterly North 88°12'42" East, 10.00 feet, to the Point of Beginning for the centerline of the described Right of Way; thence northerly North 01°47'18" West, 49.29 feet; thence easterly North 88°12'42" East, 77.94 feet, to a point of intersection on the westerly right-of-way line of E 1200 Road, also being the Point of Termination for the centerline of the described Right of Way.

Containing a total calculated area of 2,545 square feet or 0.058 acres, more or less.

INFORMATIONAL REPORT:

Based on Commitment for Title Insurance with an effective date of January 24, 2014 provided by First American Title Insurance Company, Commitment No. NCS-651243-KCTY, the following are of survey matters:

9. A Grant of Right of Way in favor of The Kansas Power and Light Company, recorded April 12, 1967 in Book 249, Page 562. Does not affect Land Space and Right of Way.
10. An Easement in favor of the City of Lawrence, Kansas, recorded March 8, 1985 in Book 379, Page 182. Does not affect Land Space and Right of Way.
11. An Easement for Right of Way For Highway Purposes in favor of Douglas County, Kansas, recorded June 4, 1990 in Book 445, Page 289. Does not affect Land Space and Right of Way.
12. An Easement for Right of Way For Pedestrian/Bicycle Path Purposes in favor of Douglas County, Kansas, recorded April 11, 1996 in Book 551, Page 1741. Affects Right of Way, and is shown hereon.
13. A Right-Of-Way Easement in favor of Douglas County, RWD No.5, recorded May 11, 2000 in Book 674, Page 1466. Said Easement was partially assigned to the City of Lawrence, Kansas by instrument recorded December 14, 2001 in Book 748, Page 422. Does not affect Land Space and Right of Way.
14. An Easement for Ingress and Egress in favor of Rural Water District No. 5, Douglas County, Kansas, recorded May 22, 2000 in Book 675, Page 1351. Does not affect Land Space and Right of Way.
15. A Right-Of-Way Easement in favor of Douglas County, RWD No. 5, recorded June 6, 2001 in Book 716, Page 167. Said Easement was partially assigned to the City of Lawrence, Kansas by instrument recorded December 14, 2001 in Book 748, Page 422. Does not affect Land Space and Right of Way.
16. An Ordinance of the City of Lawrence, Kansas, annexing property into the city, recorded May 7, 2003 in Book 853, Page 35. Does not affect Land Space and Right of Way.
17. An Ordinance of the City of Lawrence, Kansas, annexing property into the city, recorded December 17, 2009 in Book 1057, Page 482. Does not affect Land Space and Right of Way.
18. An Annexation Agreement between the Kansas District of the Wesleyan Church,Inc. and the City of Lawrence, Kansas, recorded February 8, 2010 in Book 1058, Page 5202. Does not affect Land Space and Right of Way.
19. A Temporary Construction Easement in favor of the City of Lawrence, Kansas, recorded April 22, 2010 in Book 1060, Page 5358. Does not affect Land Space and Right of Way.
20. A Dedication of Right-Of-Way in favor of the City of Lawrence, Kansas, recorded April 22, 2010 in Book 1060, Page 5364. Does not affect Land Space and Right of Way.

Prepared for:

Prepared for:

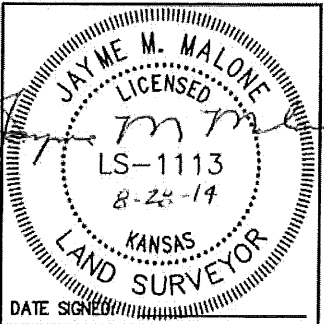


Surveyed By:

HS4152



CHECKED BY:		JMM	
APPROVED BY:		JMM	
#	DATE	DESCRIPTION	INT.
1	1/29/14	80% Prelim	TH
2	2/12/14	Land Space & R.O.W.	TH
3	2/26/14	Add Title	MG
4	3/03/14	Comments	MG
5	6/18/14	Moved Land Space	MG



SITE NAME:

LAWC KASOLD

SITE NUMBER:

SITE ADDRESS:

1293 E 1200 RD
Lawrence, KS 66047

SHEET NAME:

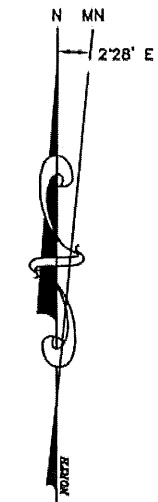
LAND SPACE &
R.O.W. EXHIBIT

SHEET NUMBER:

LSE-2

LEGEND

- = Cor. Fnd
- = Cor. Set 5/8" Rebar
- ⊕ = Section Corner
- Ⓚ = Benchmark
- (M) = Meas. Dist.
- (P) = Plat Dist.
- (D) = Deed Dist.
- (R) = Record Dist.
- P.O.B. = Point of Beginning
- P.O.R. = Point of Reference
- E — = Underground Electric
- Tele — = Underground Telephone
- TV — = Underground Television
- FO — = Underground Fiber Optic
- OHP — = Overhead Utilities
- o — = Chain Link Fence
- a — = Wood Fence
- Ⓜ = Air Conditioning Unit
- Ⓢ = Electric Meter
- Ⓢ = Electric Manhole
- Ⓢ = Electric Pedestal
- Ⓢ = Fire Hydrant
- Ⓢ = Gas Manhole
- Ⓢ = Water Meter
- Ⓢ = Guy Wire
- Ⓢ = Manhole
- Ⓢ = Light Pole
- Ⓢ = Post
- Ⓢ = Power Pole
- Ⓢ = Sanitary Manhole
- Ⓢ = Storm Manhole
- Ⓢ = Telephone Pedestal
- Ⓢ = Telephone Manhole
- Ⓢ = Fiber Optic Marker
- Ⓢ = TV Manhole
- Ⓢ = Valve



Prepared for:

Prepared for:



**MAGTECH
MIDWEST INC.**
AN AFFILIATE OF FORTUNE WIRELESS INC.
1715 MADISON WAY, FORT WAYNE, INDIANA 46804
(260) 438-2888 • (260) 438-9402 FAX

Surveyed By:

HS4152



HUSKER SURVEYING

4535 Normal Blvd. Ste #101
Lincoln, NE 68506
(402) 423-5202
(402) 423-5211
www.huskersurveying.com

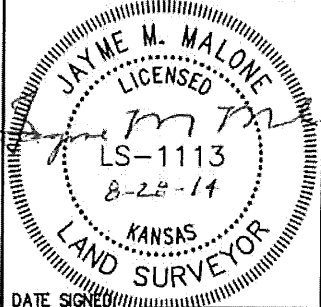
CHECKED BY:

JMM

APPROVED BY:

JMM

#	DATE	DESCRIPTION	INT.
1	1/29/14	80% Prelim	TH
2	2/12/14	Land Space & R.O.W.	TH
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SITE NAME:

LAWC KASOLD

SITE NUMBER:

SITE ADDRESS:

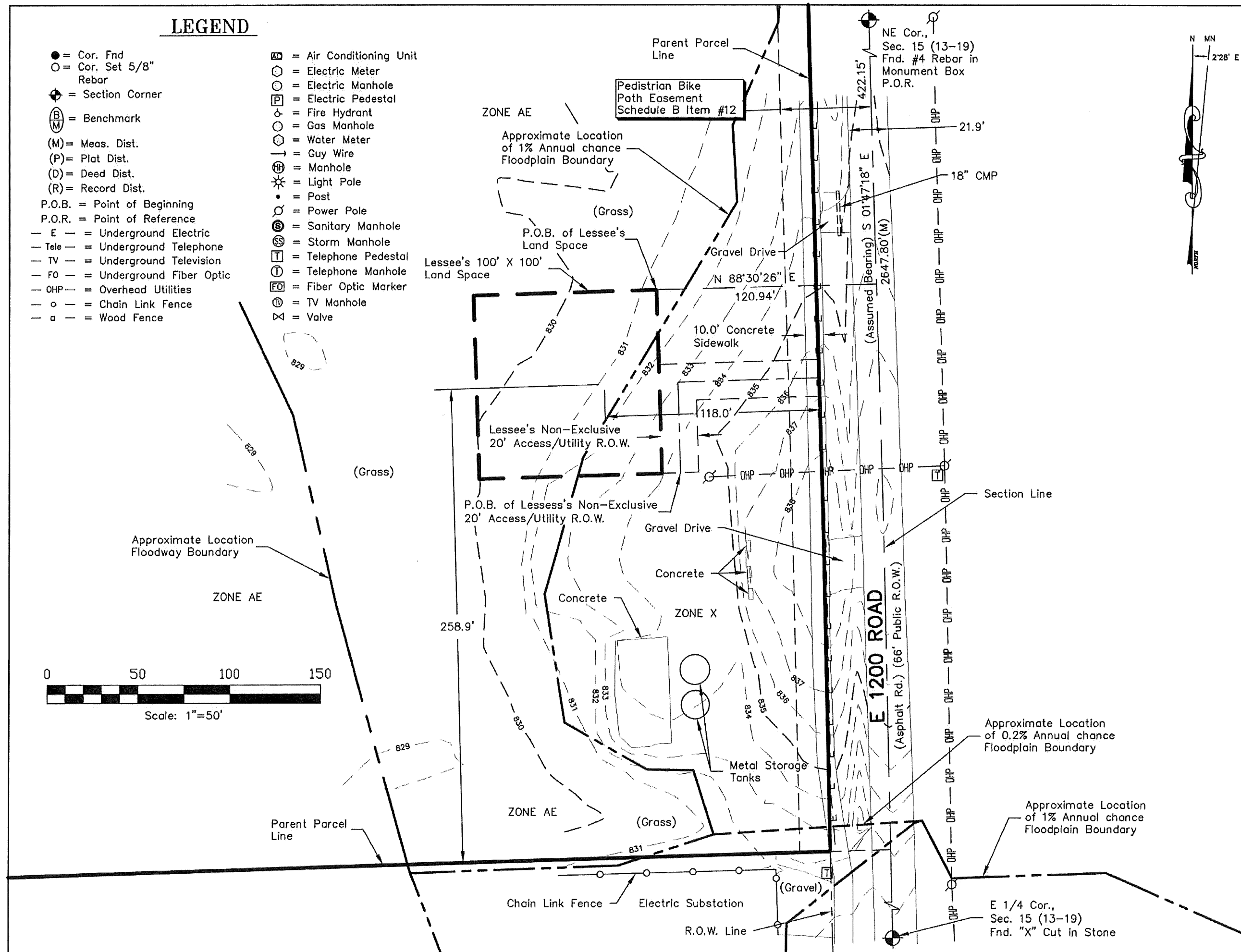
1293 E 1200 RD
Lowerence, KS 66047

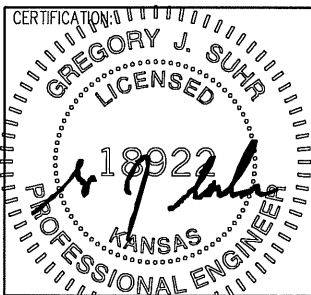
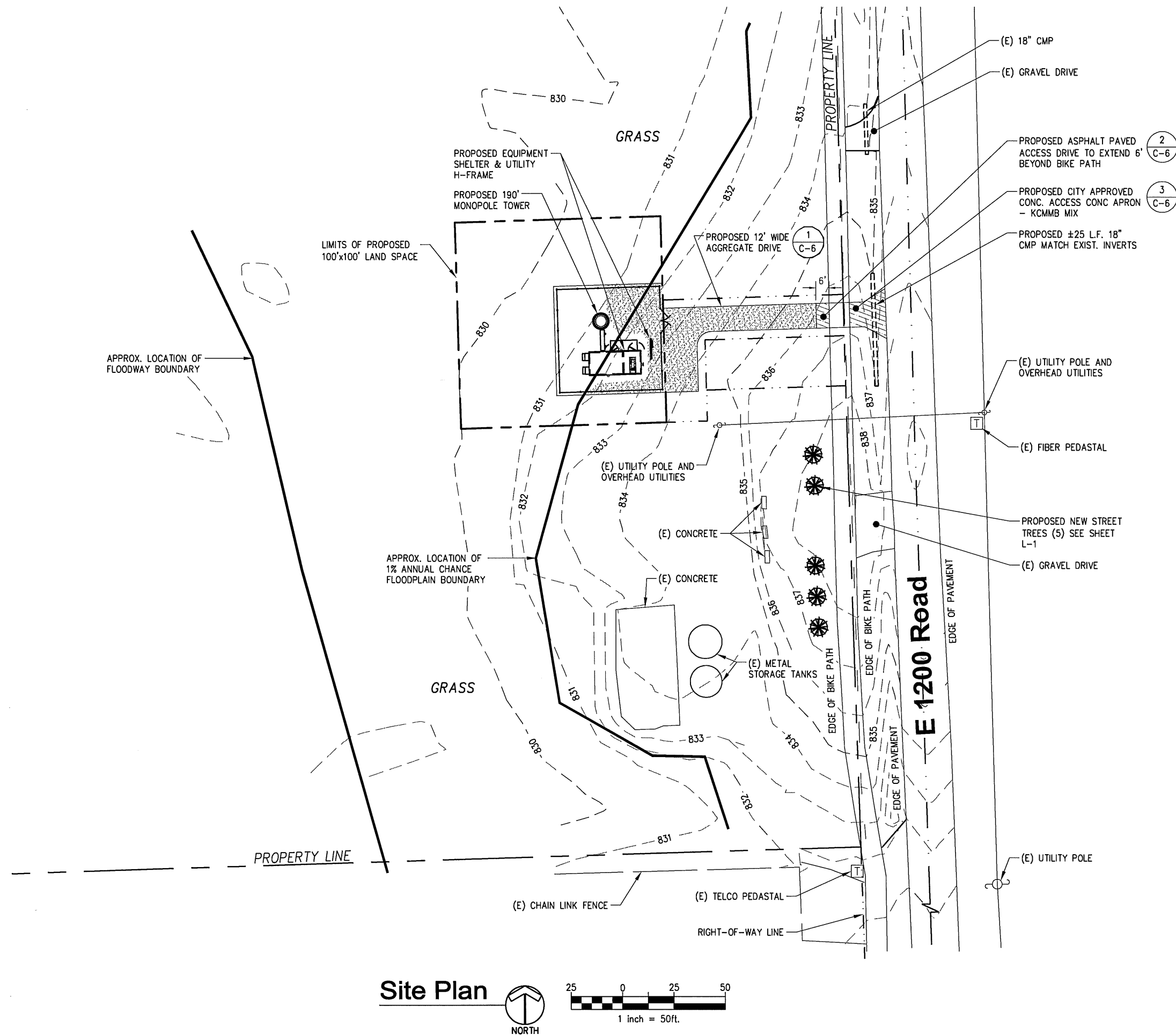
SHEET NAME:

LAND SPACE &
R.O.W. EXHIBIT

SHEET NUMBER:

LSE-3





RELEASE		
DATE		
05-05-14	CONSTRUCTION DWGS	- REV A
07-27-14	CONSTRUCTION DWGS	- REV B
08-11-14	CONSTRUCTION DWGS	- REV C
01-30-15	CONSTRUCTION DWGS	- REV D
02-25-15	CONSTRUCTION DWGS	- REV O

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

LAWK KASOLD
CELL SITE

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

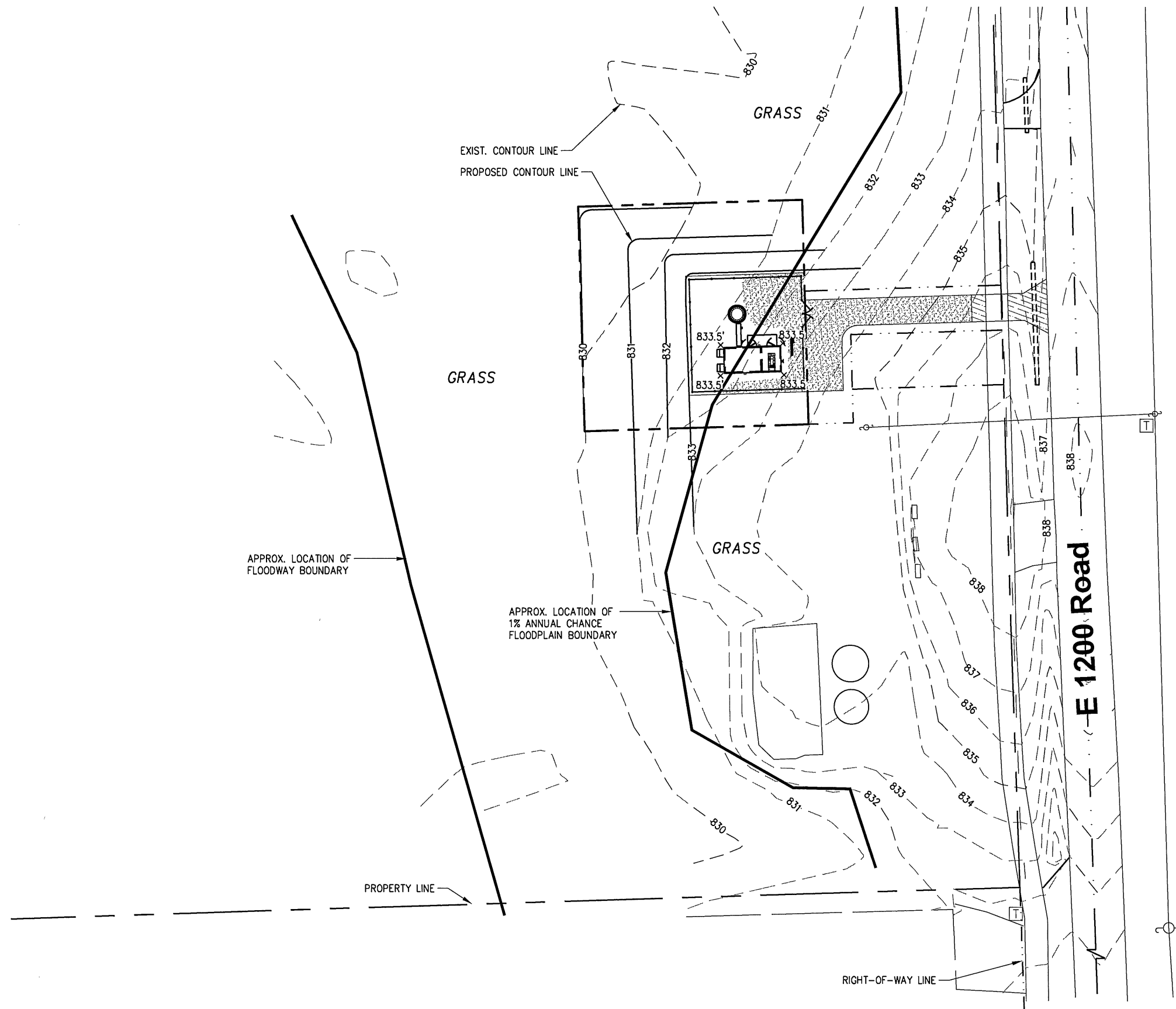
OVERALL SITE PLAN

A&E PROJECT NO.:

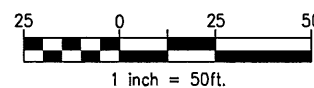
001-1504

SHEET NO.:

C-0



Grading Plan

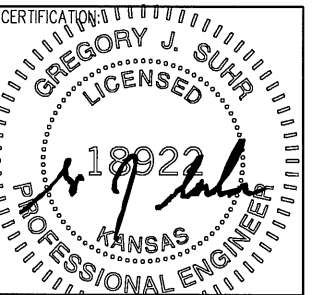


Plan Notes:

BASE FLOOD ELEVATION (B.F.E.) = 831.7'
PER THE CITY OF LAWRENCE

+XXX.X SPOT ELEVATION - SUBGRADE (FINISH GRADE
OF SITE = 0.67' ABOVE SUBGRADE)

--- EXISTING CONTOUR
— NEW CONTOUR



RELEASE		
DATE		
05-05-14	CONSTRUCTION DWGS - REV A	
07-27-14	CONSTRUCTION DWGS - REV B	
08-11-14	CONSTRUCTION DWGS - REV C	
01-30-15	CONSTRUCTION DWGS - REV D	
02-25-15	CONSTRUCTION DWGS - REV O	

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

**LAWC KASOLD
CELL SITE**

SITE ADDRESS:

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

SHEET TITLE:

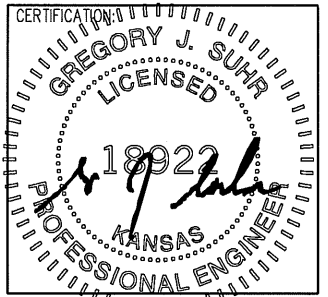
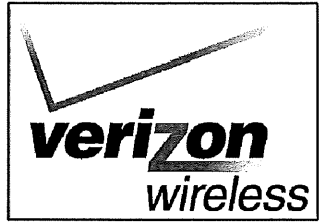
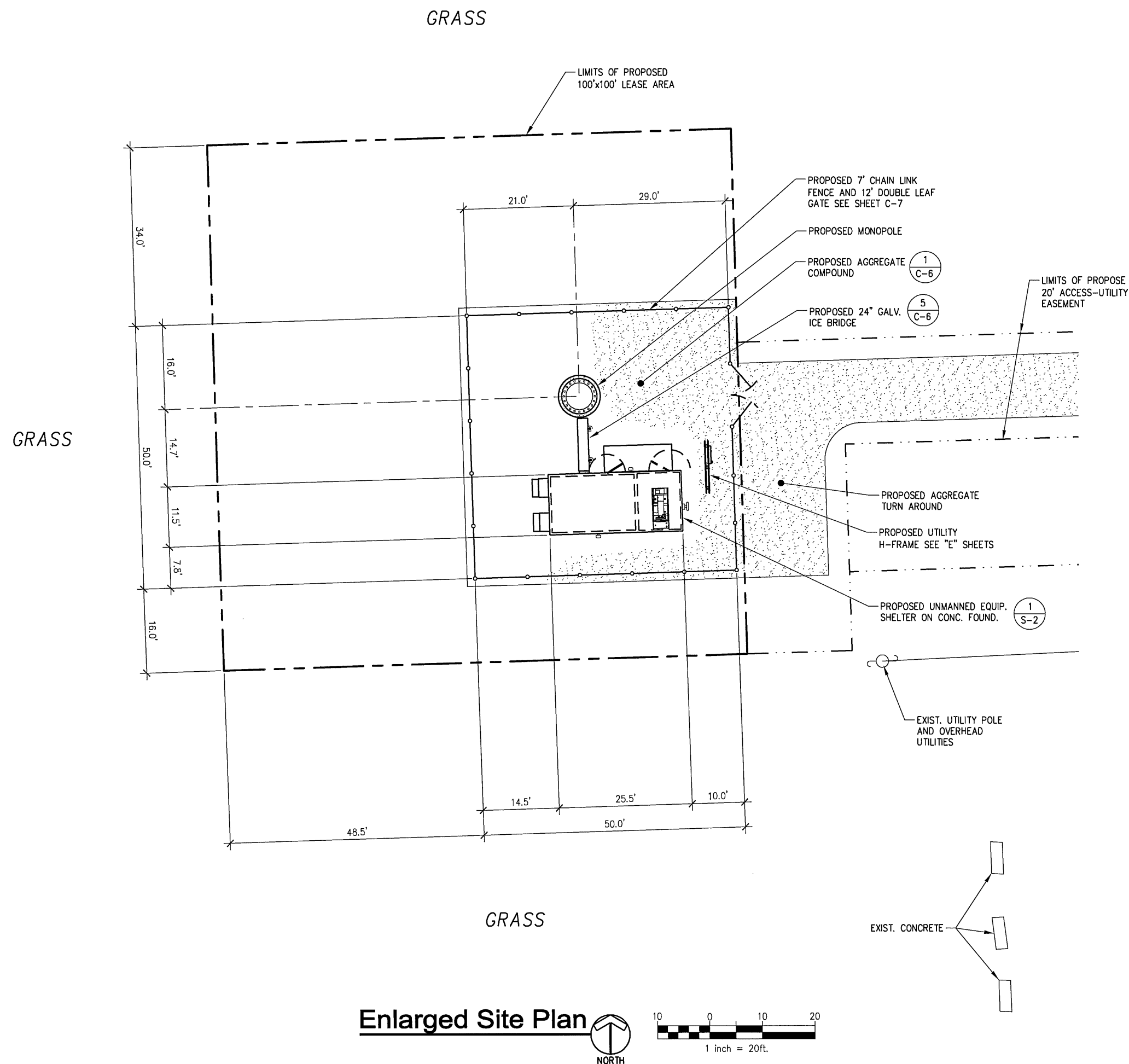
SITE GRADING PLAN

A&E PROJECT NO.:

001-1504

SHEET NO.:

C-1



RELEASE	
DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV D

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

**LAWK KASOLD
CELL SITE**

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

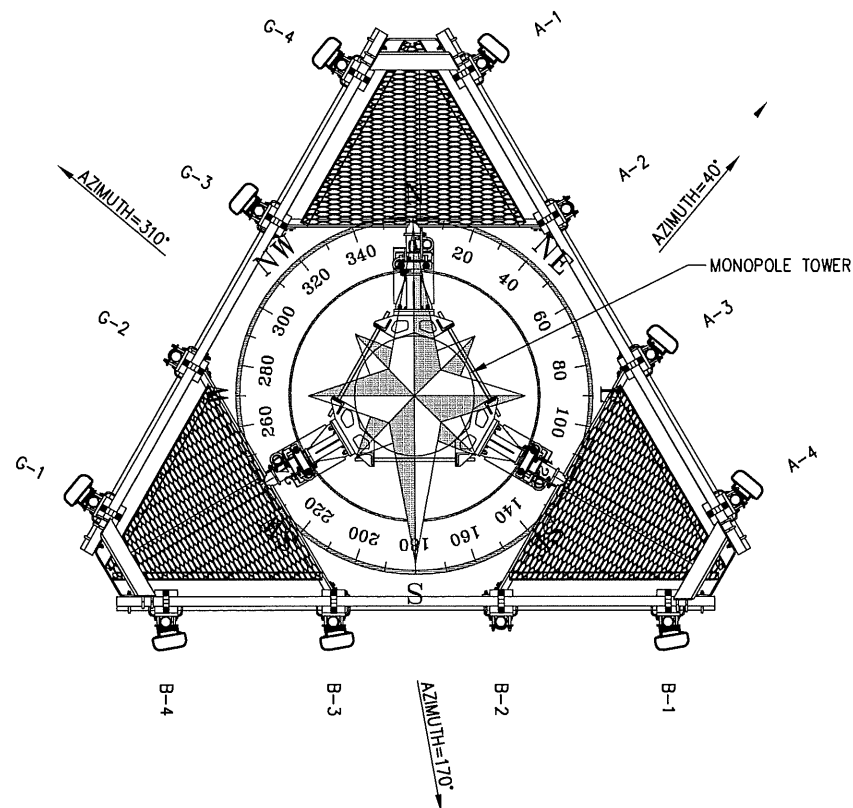
SHEET TITLE:

ENLARGED SITE PLAN

A&E PROJECT NO.:

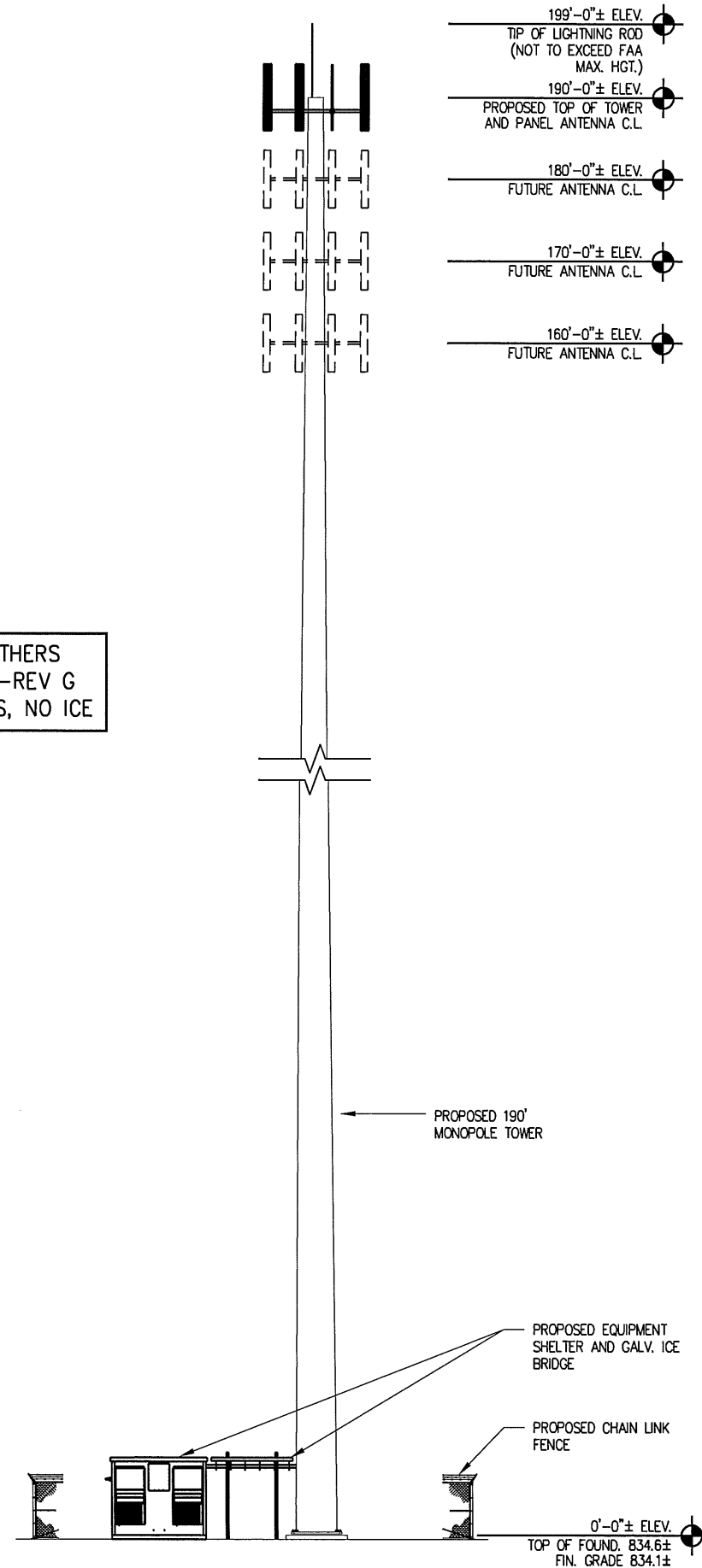
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SHEET NO.:

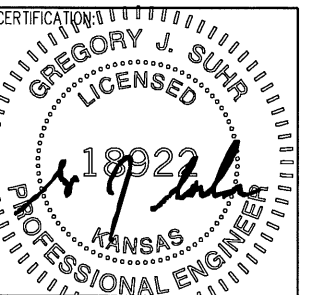


2 Antenna Azimuths
SCALE: 1/4" = 1'-0"

MONOPOLE TO BE DESIGNED BY OTHERS
ACCORDING TO ANSI/EIA/TIA-222-REV G
STANDARDS: 90 MPH BASIC WINDS, NO ICE



1 Tower Elevation
SCALE: 1" = 20'-0"



RELEASE	
DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV E

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

**LAWC KASOLD
CELL SITE**

SITE ADDRESS:

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

SHEET TITLE:

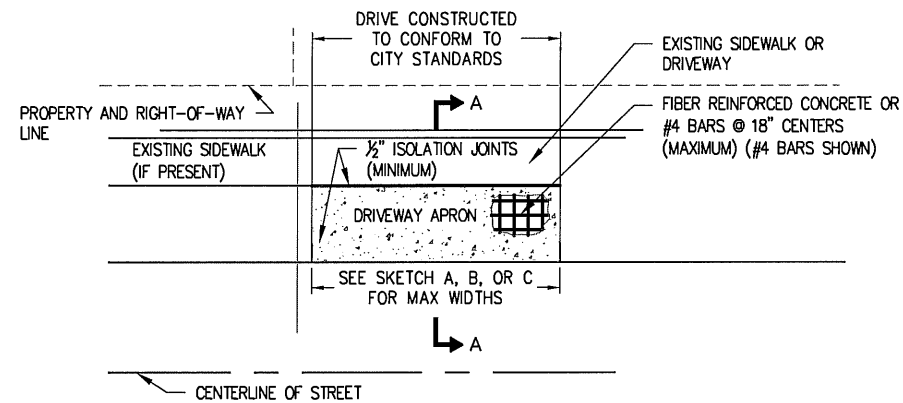
**TOWER ELEVATION,
ANTENNA INFORMATION
NOTES AND DETAILS**

A&E PROJECT NO.:

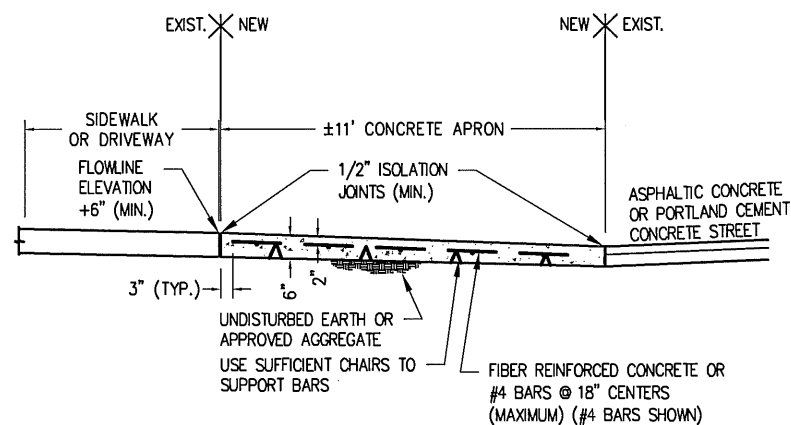
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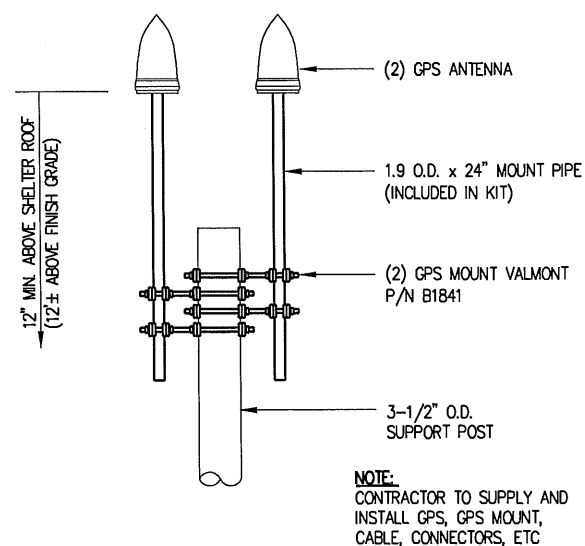
C-3



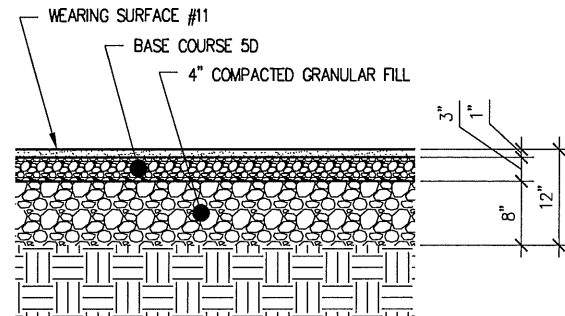
3 Driveway Apron
SCALE: 1" = 20'-0"



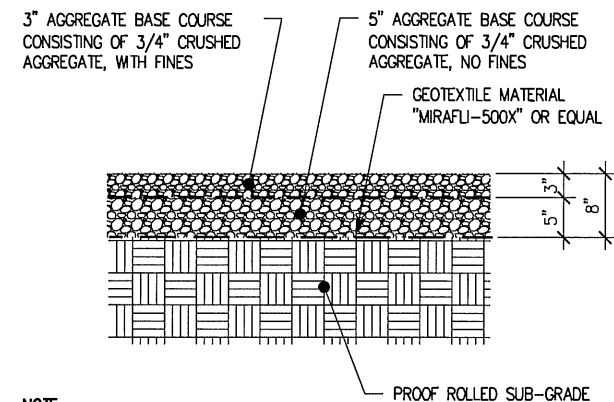
4 Apron Section A-A
SCALE: 1/4" = 1'-0"



7 GPS Mount Detail
SCALE: 3/4" = 1'-0"

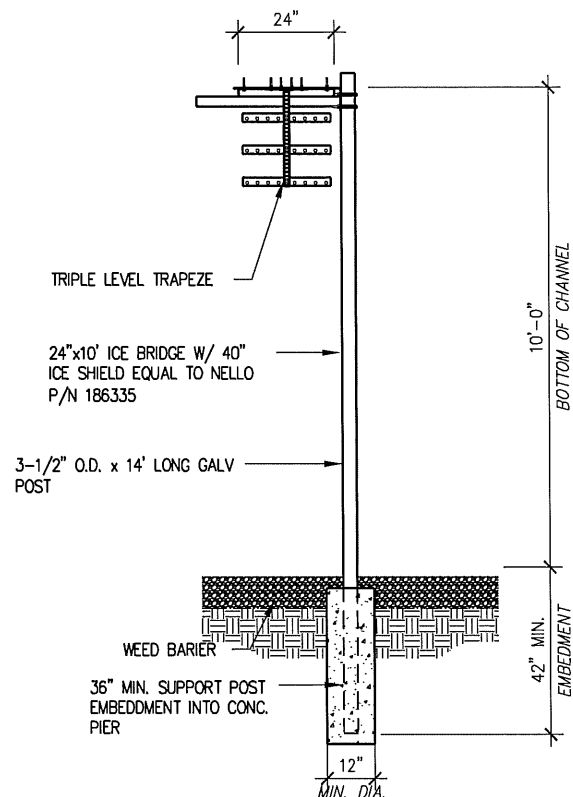


2 Asphalt Drive
SCALE: 1/2" = 1'-0"

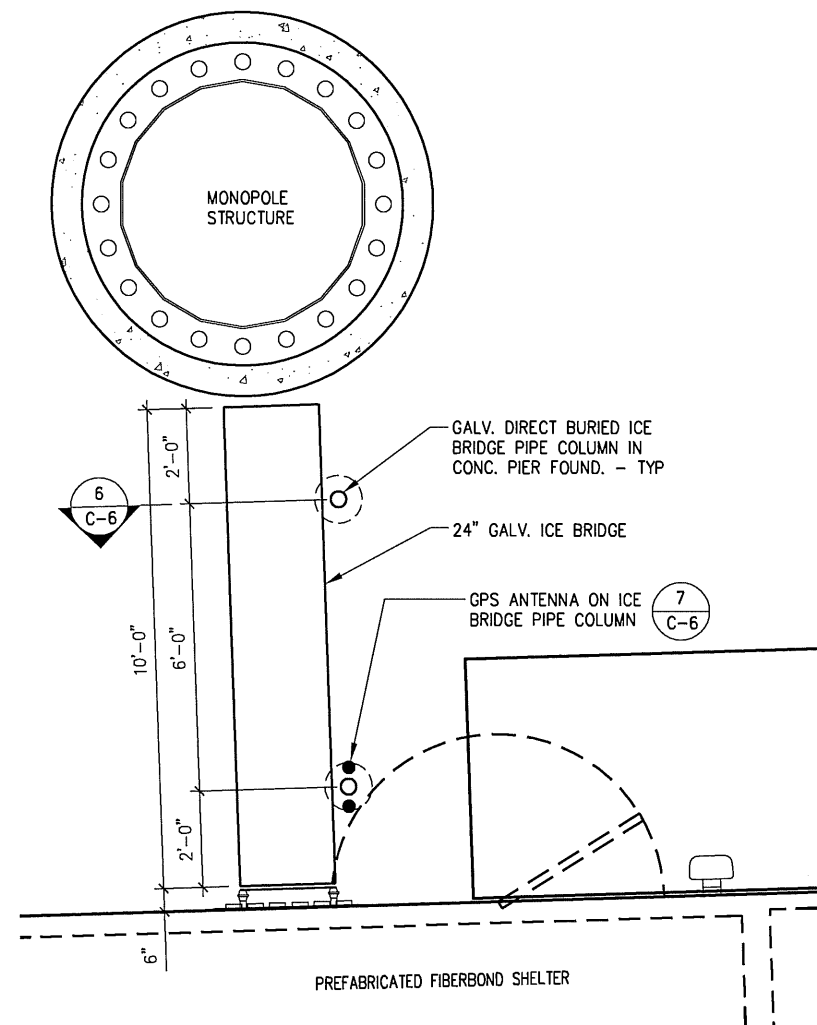


NOTE:
IT IS THE RESPONSIBILITY OF THE G.C. TO
VERIFY THE LIMESTONE IS UNIFORMLY
WHITE IN COLOR AFTER PLACEMENT

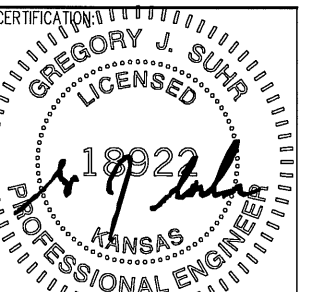
1 Aggregate Base
SCALE: 1/2" = 1'-0"



6 Ice Bridge Section
SCALE: 1/4" = 1'-0"



5 Ice Bridge Plan
SCALE: 1/4" = 1'-0"



RELEASE DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV D

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

**LAWC KASOLD
CELL SITE**

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

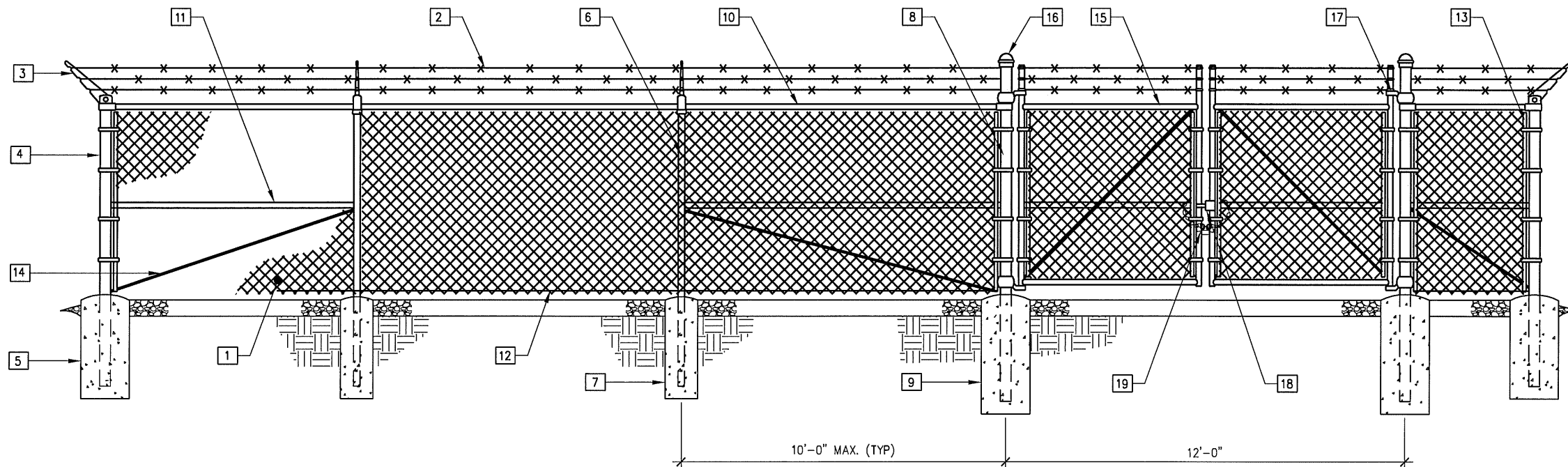
CIVIL DETAILS

A&E PROJECT NO.:

001-1504

SHEET NO.:

C-6



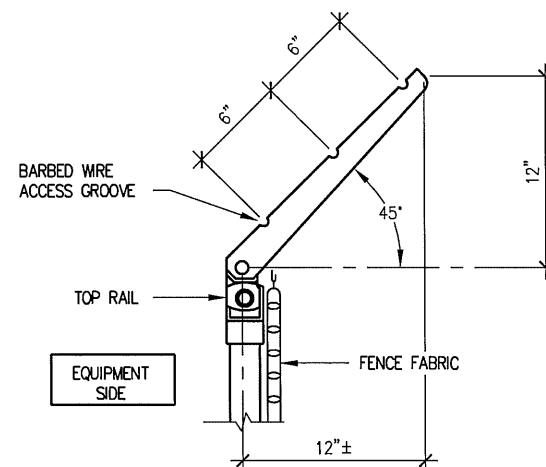
1 Typical Fence Elevation
SCALE: 1/4" = 1'-0"

Keynote Legend

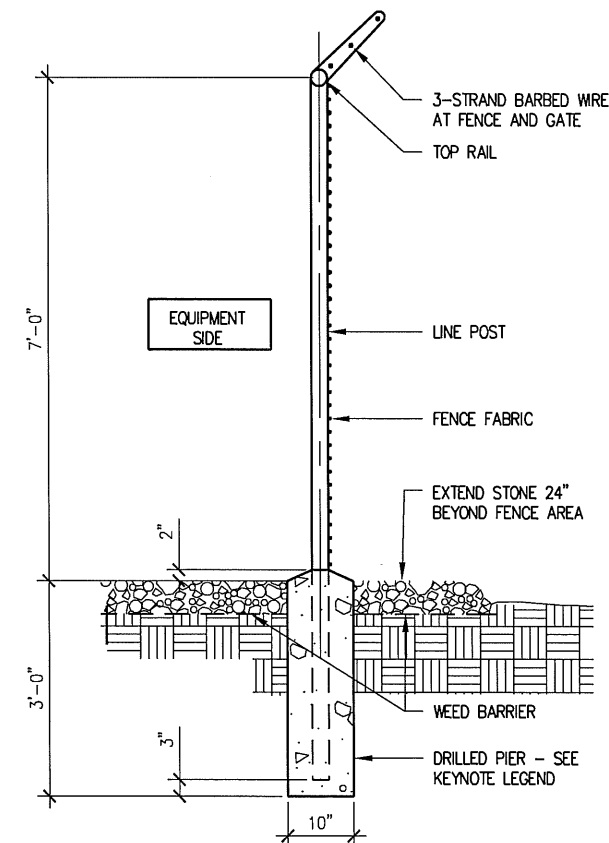
- 1 FABRIC: 9 GAUGE, 2" MESH, ASTM A392 (SEE FENCE SECTION FOR HEIGHT).
- 2 BARBED WIRE: 12 GAUGE WIRE, 4 POINT (3 RUNS), FINISH TO MATCH FABRIC, ASTM A121.
- 3 EXTENSION ARMS: STAMPED STEEL WITH MALLEABLE IRON BASE, FINISH TO MATCH FENCE FRAMEWORK, ASTM F626.
- 4 END AND CORNER POSTS: 3"Ø PIPE SCH. 40 (GALV.) ASTM F1083
- 5 CONCRETE FOUNDATION: 36"x12"Ø (3000 PSI)
- 6 LINE POSTS: 2"Ø PIPE SCH. 40 (GALV.) ASTM F1083
- 7 CONCRETE FOUNDATION: 36"x10"Ø (3000 PSI)
- 8 GATE POSTS: 4"Ø PIPE SCH. 40 (GALV.) ASTM F1083
- 9 CONCRETE FOUNDATION: 48"x12"Ø (3000 PSI)
- 10 TOP RAIL & BRACE RAIL: 1-1/2"Ø PIPE SCH. 40 (GALV.) ASTM F1083
- 11 MIDDLE RAILS: 1-1/2"Ø PIPE SCH. 40 (GALV.) ASTM F1083
- 12 BOTTOM TENSION WIRE: 0.177"Ø METALLIC-COATED STEEL (GALV.), MARCELLED, ASTM A824
- 13 TENSION BARS: 3/16"x3/4", FULL HEIGHT OF FABRIC, FINISH TO MATCH FENCE FRAMEWORK.
- 14 TENSION ROD: 3/8"Ø WITH ADJ. TIGHTNER, FINISH TO MATCH FENCE FRAMEWORK.
- 15 GATE FRAME: 2"Ø SCH. 40 (GALV.) ASTM F1083
- 16 POST CAPS: PER POST DIAMETER.
- 17 GATE HINGES: NON-LIFT-OFF TYPE, OFFSET TO PERMIT 180 DEGREE SWING.
- 18 DOUBLE GATE LATCH: COMMERCIAL STRONG ARM EQUAL TO: DAC INDUSTRIES 615-C ELEVENTH STREET, GRAND RAPIDS, MI 49504
- 19 LOCK CHAIN: 3/8" SIZE, 36" LONG HOT DIP GALVANIZED ZINC COATED. W/ MARINE-GRADE PROGRAMMABLE FOUR DIGIT PADLOCK (SESAME BRAND OR APPROVED EQUAL)

NOTES:

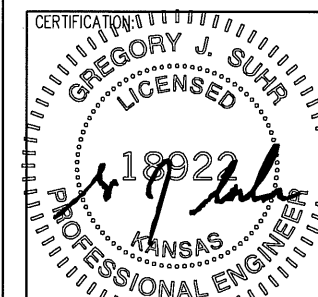
1. REFER TO PROJECT SPECIFICATIONS FOR INFORMATION NOT SHOWN IN THE DRAWING.
2. FENCE FABRIC SHALL CONFORM TO CHAIN LINK FENCE MANUFACTURERS INSTITUTE (CLFMI) PRODUCT MANUAL.
3. INSTALL FENCE IN COMPLIANCE WITH ASTM F 567.
4. INSTALL SWING GATES IN COMPLIANCE WITH ASTM F 900.
5. DO NOT BEGIN INSTALLATION AND ERECTION BEFORE FINAL GRADING IS COMPLETED, UNLESS OTHERWISE PERMITTED. INSTALL FENCING ON BOUNDARY LINES INSIDE OF PROPERTY LINE ESTABLISHED BY SURVEY.
6. DRILL OR HAND-EXCAVATE (USING POST - HOLE DIGGER) HOLES FOR POSTS TO DIAMETERS AND SPACINGS INDICATED, IN FIRM, UNDISTURBED OR COMPACTED SOIL. IF NOT INDICATED ON DRAWINGS, EXCAVATE HOLES FOR EACH POST TO MINIMUM DIAMETER RECOMMENDED BY FENCE MANUFACTURER, BUT NOT LESS THAN (4) TIMES LARGEST GROSS-SECTION OF POST.
7. REMOVE POST HOLE SPOILS FROM SITE. DO NOT SET SPOILS ON AGGREGATE WITHOUT ADEQUATE PROTECTION.
8. PROTECT PORTION OF POSTS ABOVE GROUND FROM CONCRETE SPLATTER. PLACE CONCRETE AROUND POSTS AND VIBRATE OR TAMP FOR CONSOLIDATION. CHECK EACH POST FOR VERTICAL AND TOP ALIGNMENT AND HOLD IN POSITION DURING PLACEMENT AND FINISHING OPERATIONS, UNLESS OTHERWISE SHOWN, EXTEND CONCRETE FOOTING 1 INCH ABOVE GRADE AND TROWEL TO A CROWN TO SHED WATER.
9. INSTALL BARBED WIRE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
10. APPLY FABRIC TO OUTSIDE OF FRAMEWORK.



3 Barbed Wire Detail
SCALE: 1" = 1'-0"



2 Typical Fence Section
SCALE: 3/8" = 1'-0"



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02-25-15	CONSTRUCTION DWGS - REV O

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

**LAWC KASOLD
CELL SITE**

SITE ADDRESS:

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

SHEET TITLE:

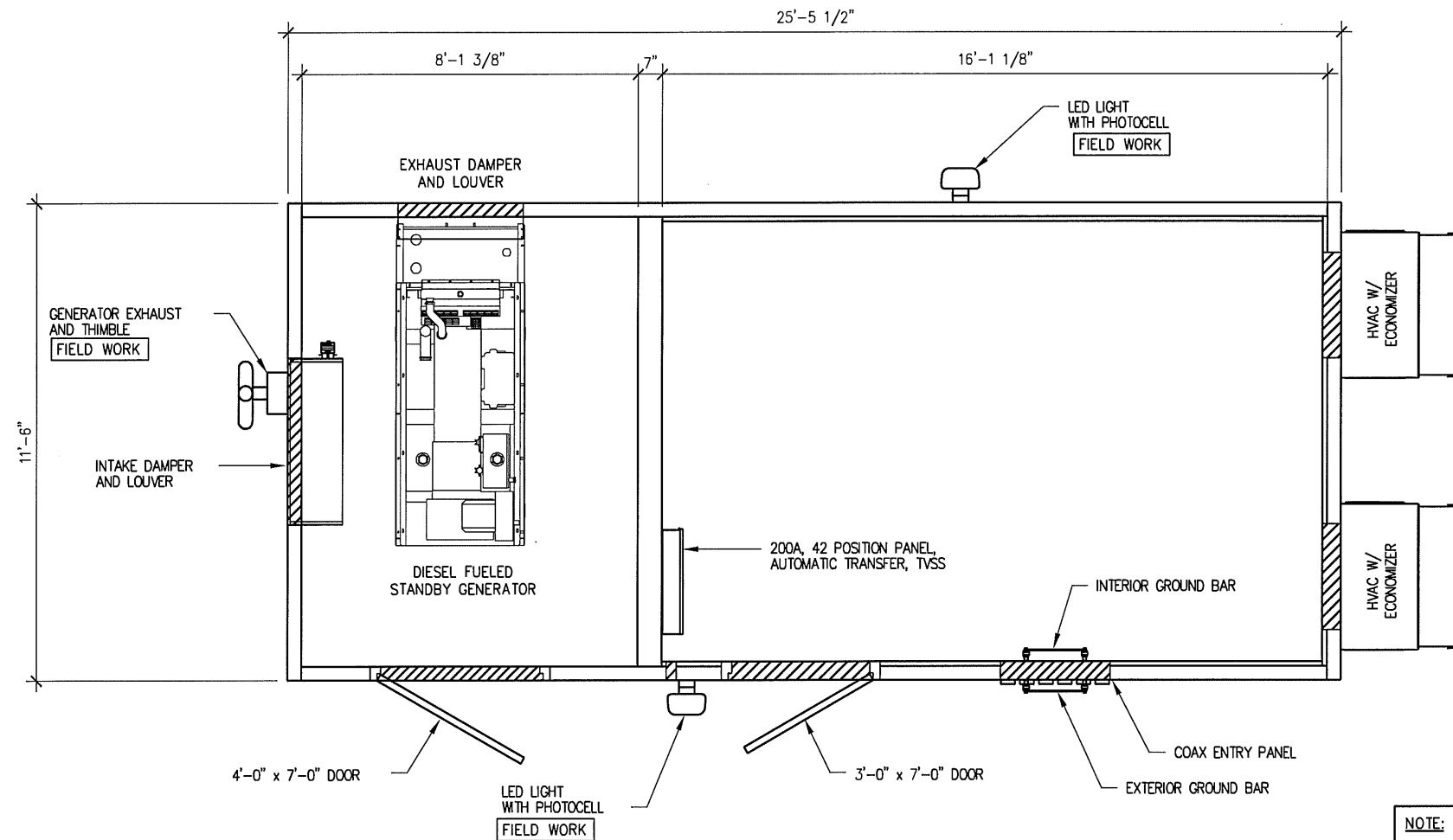
FENCE DETAILS

A&E PROJECT NO.:

001-1504

SHEET NO.:

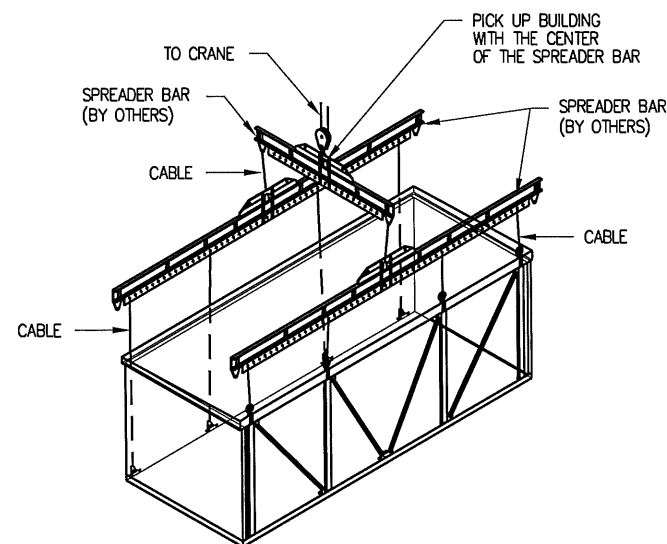
C-7



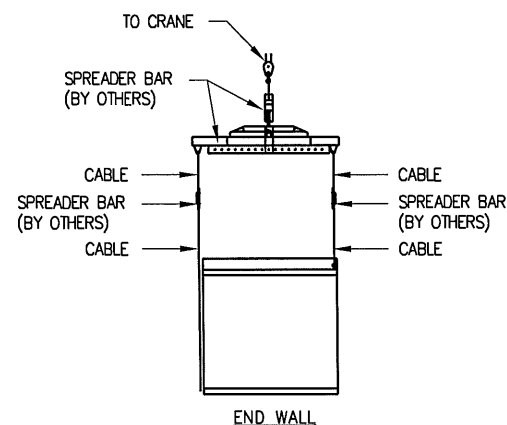
1 Equipment Enclosure Floor Plan

SCALE: 1/4" = 1'-0"

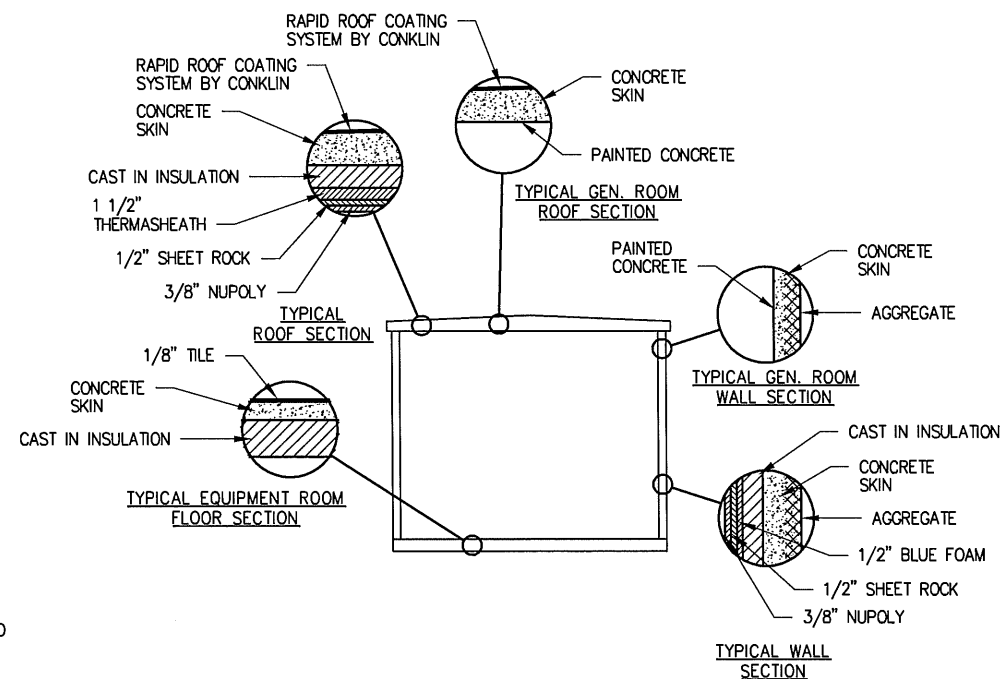
NOTE:
GENERAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EXTERIOR ATTACHMENTS FOR GENERATOR (MUFFLER, VENT, ETC.), DOOR CANOPIES, AND SECURITY LIGHTS



ALL BUILDINGS MUST BE LIFTED FROM ALL LIFTING POINTS (DOUBLE WIDE)



ALL BUILDINGS MUST BE LIFTED FROM ALL LIFTING POINTS



Traverse Section

Equipment Shelter Set Up Procedure

1. INSPECT BUILDING UPON DELIVERY FOR DAMAGE DURING TRANSPORTATION.
2. REMOVE LIFTING BRACKETS FROM SHELTER.
3. ATTACH TIE DOWN BRACKETS TO SHELTER AND FOUNDATION USING ANCHOR BOLTS.
4. INSTALL AND CAULK ALL ACCESSORIES (EXTERIOR LIGHTS, CANOPIES, GENERATOR EXHAUST AND VENT PIPES ETC.)
5. INSPECT ROOF AND ROOF EDGES FOR DAMAGE CAUSED BY OFFLOAD AND REPAIR IF NEEDED.
6. INSTALL BACKER ROD AND CAULK EXTERIOR WALLS AND ROOF.
7. INSTALL FLASHING ON ALL INTERIOR MOD. LINES.
8. MAKE ALL CONDUIT AND CABLE TRAY CROSSEOVERS.
9. CLEAN INTERIOR AND COMPLETE ANY TOUCH UP PAINTING AS NEEDED.
10. CHECK DOOR ALARM FOR PROPER OPERATION.
11. CHECK LIGHTING AND AIR CONDITIONING FOR PROPER OPERATION.
12. INSPECT COMPLETE BUILDING COSMETICS.

Offload Notes

1. BUILDING SHALL BE OFFLOADED LEVEL.
2. ALL CABLES, SHACKLING, SPREADER BARS, ETC. SHALL BE DESIGNED AND SUPPLIED BY OTHERS.
3. ALL LIFTING POINTS SHALL BE USED.
4. 1 1/8" MAXIMUM DIAMETER FOR SHACKLES.
5. REMOVE BRACKET AFTER PLACEMENT OF SHELTER AND INSTALL ANCHOR TIE-DOWN PLATES (SHIPPED LOOSE INSIDE SHELTER) AT EACH LOCATION.
6. OFFLOAD BUILDING WITH CABLES IN VERTICAL POSITION. ANGLED POSITION CABLES ARE NOT ACCEPTABLE.



CERTIFICATION:

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ONLY

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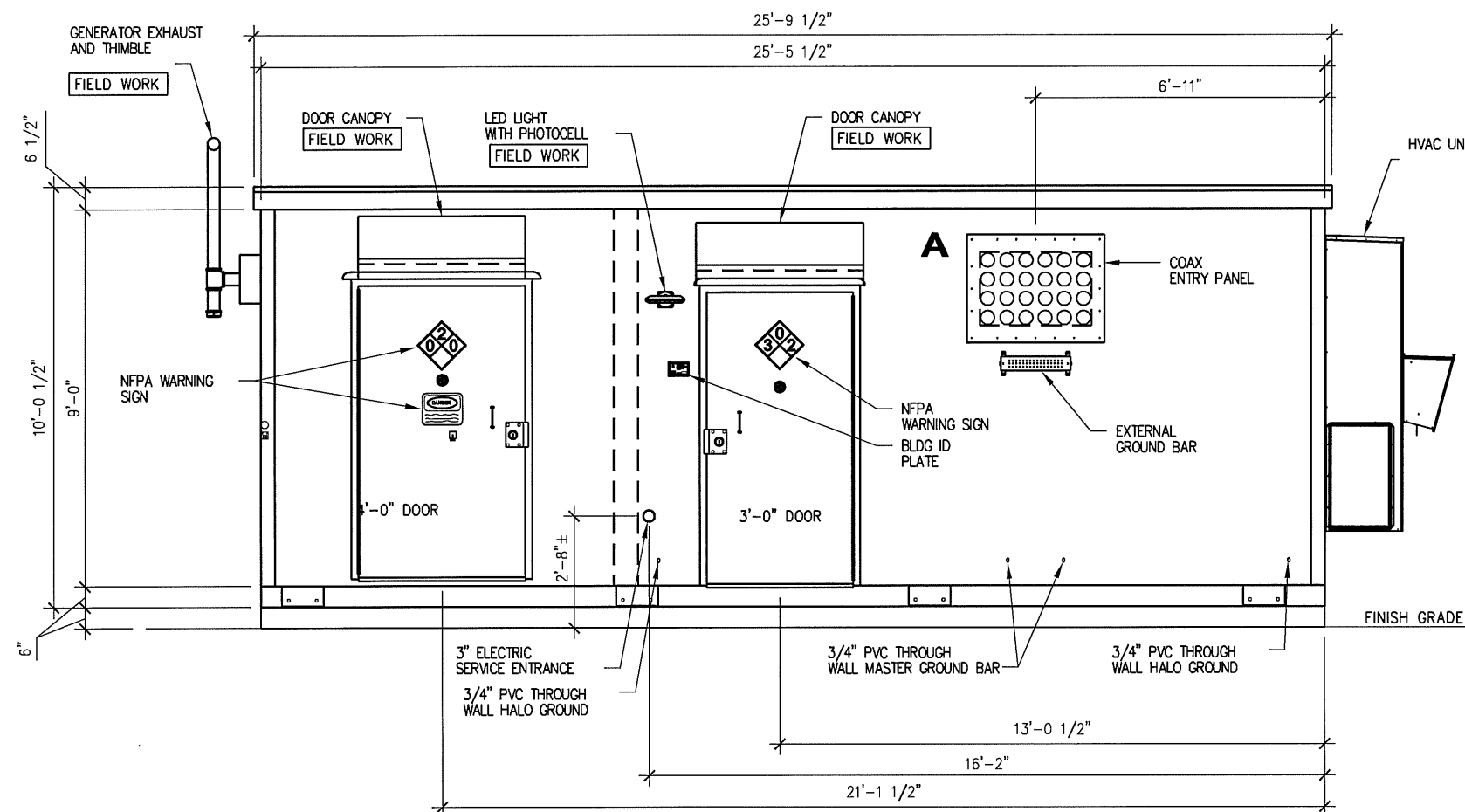
**EQUIPMENT SHELTER
PLAN**

A&E PROJECT NO.:

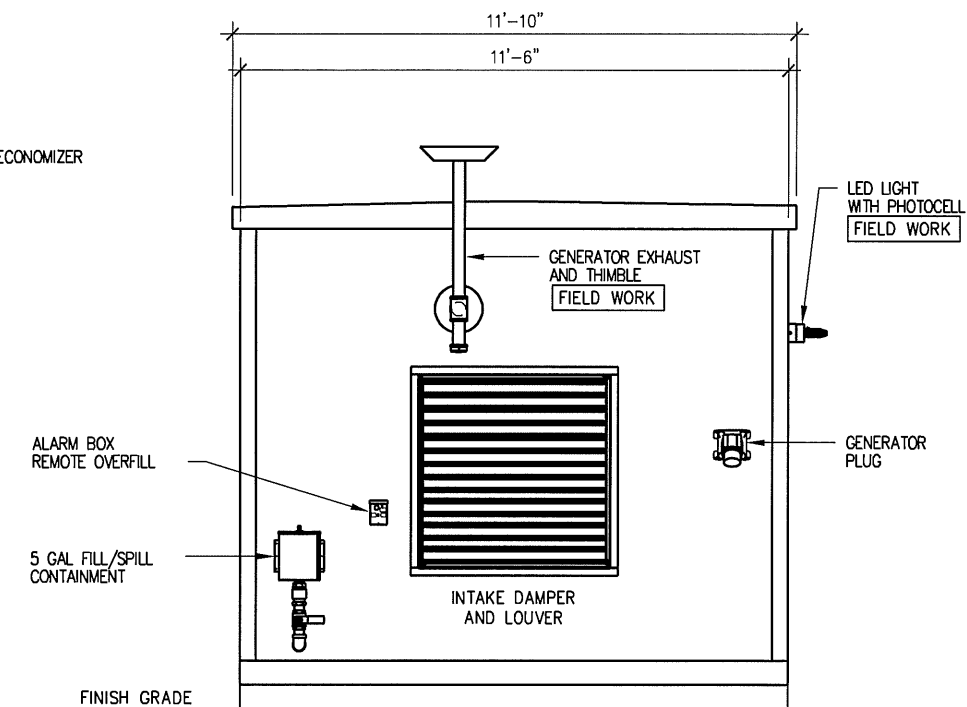
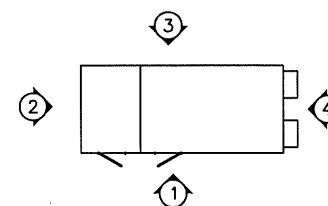
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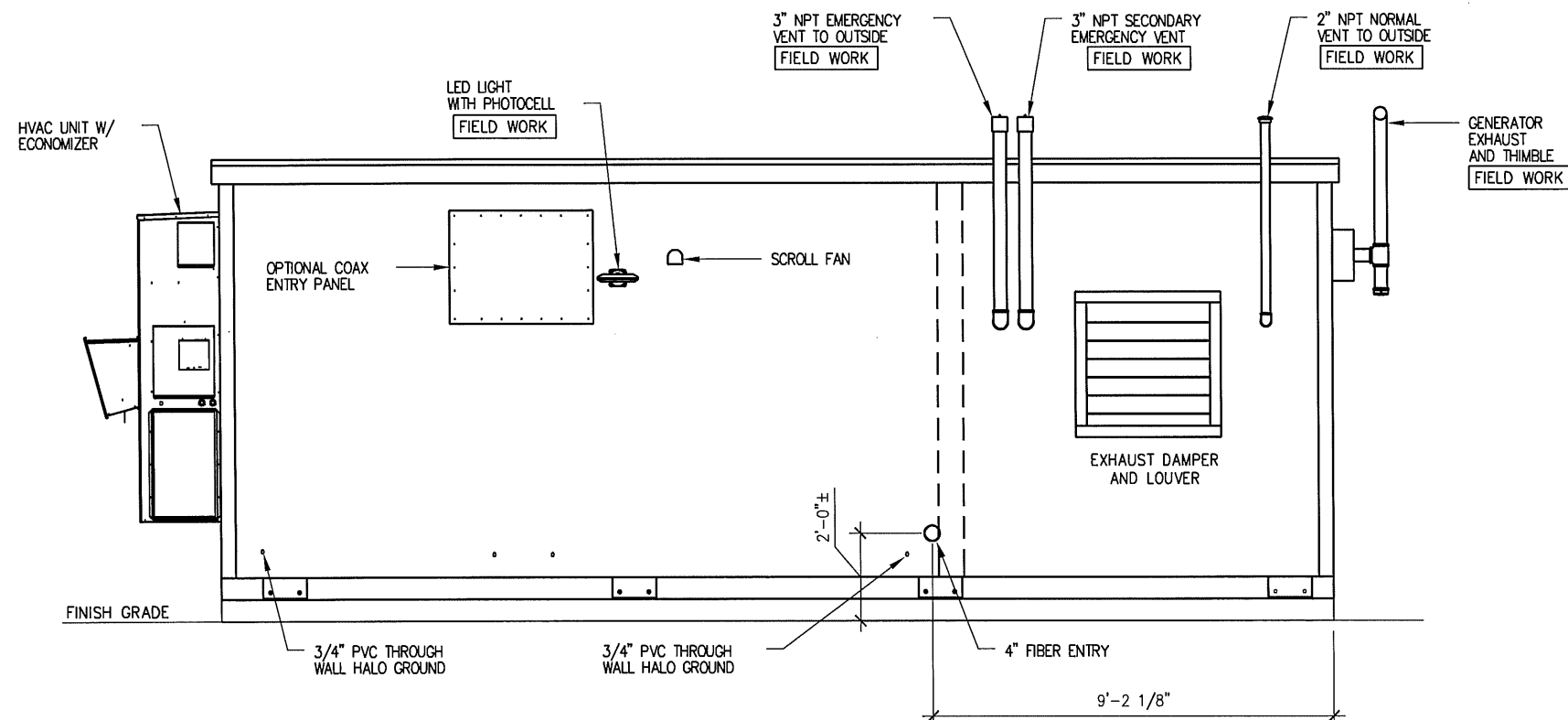
C-8



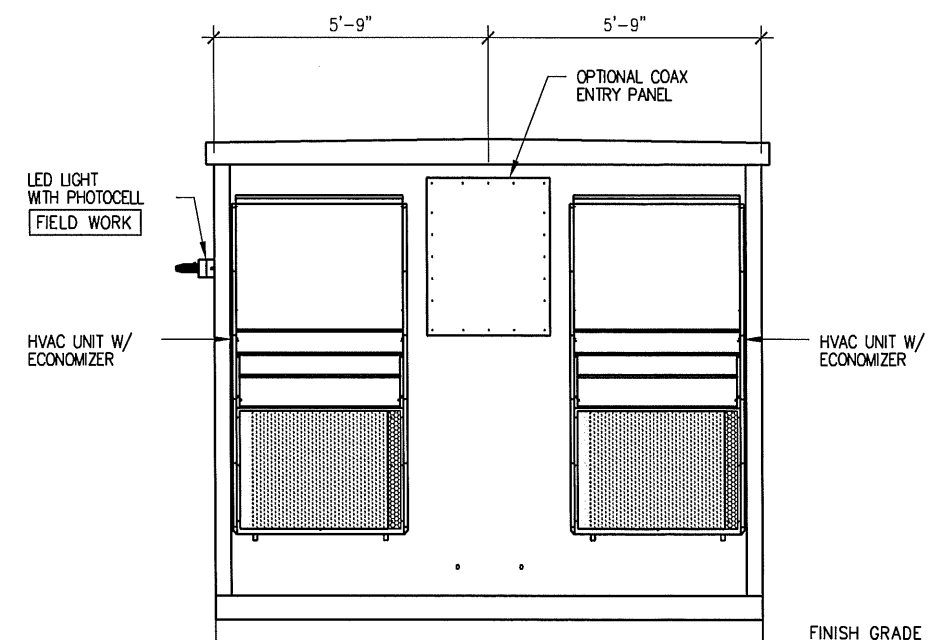
1 Front Wall Elevation



2 End Wall Elevation



3 Rear Wall Elevation



4 End Wall Elevation



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EQUIPMENT SHELTER ELEVATIONS

A&E PROJECT NO.:

001-1504

SHEET NO.:

Landscape Notes

- 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE PLAN.
- 2. ALL NECESSARY PERMITS AND APPROVALS FROM AGENCIES GOVERNING THIS WORK SHALL BE SECURED BY THE GENERAL CONTRACTOR PRIOR TO BEGINNING ANY WORK.
- 3. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL ROADS, WALKS, AND ADJACENT PROPERTIES CLEAR OF ANY DEBRIS, DIRT, AND CONSTRUCTION EQUIPMENT DURING CONSTRUCTION.
- 4. THE GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO BEGINNING ANY WORK. ANY DEVIATIONS FROM THE DESIGN LOCATIONS SHALL BE REPORTED TO THE ARCHITECT/ENGINEER.
- 5. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND SCHEDULING ALL LANDSCAPE RELATED WORK WITH OTHER CONTRACTORS AND TRADES.
- 6. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE ARCHITECT/ENGINEER IF ANY DISCREPANCIES IN THE CONSTRUCTION DOCUMENTS ARE FOUND.
- 7. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR GRADING TO WITHIN 1" OF THE FINAL GRADE IN ALL LAWN AREAS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE FINAL GRADING IN ALL LAWN AREAS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR INSURING POSITIVE DRAINAGE IN ALL PLANTING BEDS.
- 8. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SEEDING ALL LAWN AREAS INDICATED ON THE LANDSCAPE PLAN WITH THE FOLLOWING SEED MIX AND APPLICATION RATE:

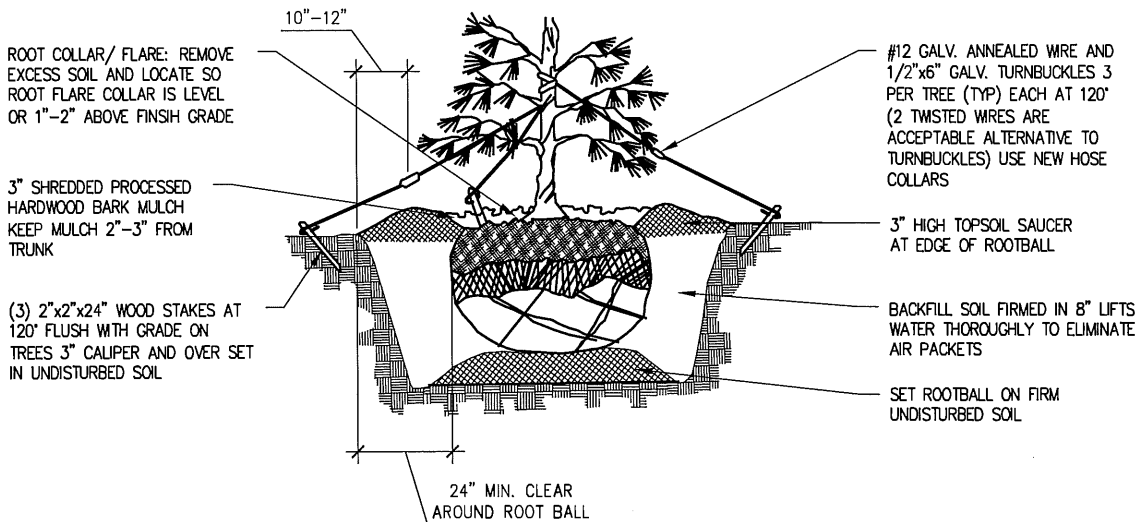
SEED MIX: 60% BLUEGRASS
20% PERENNIAL RYE
20% TALL FESCUE

APPLICATION RATE: 5 LBS. PER 1,000 SQ. FT.

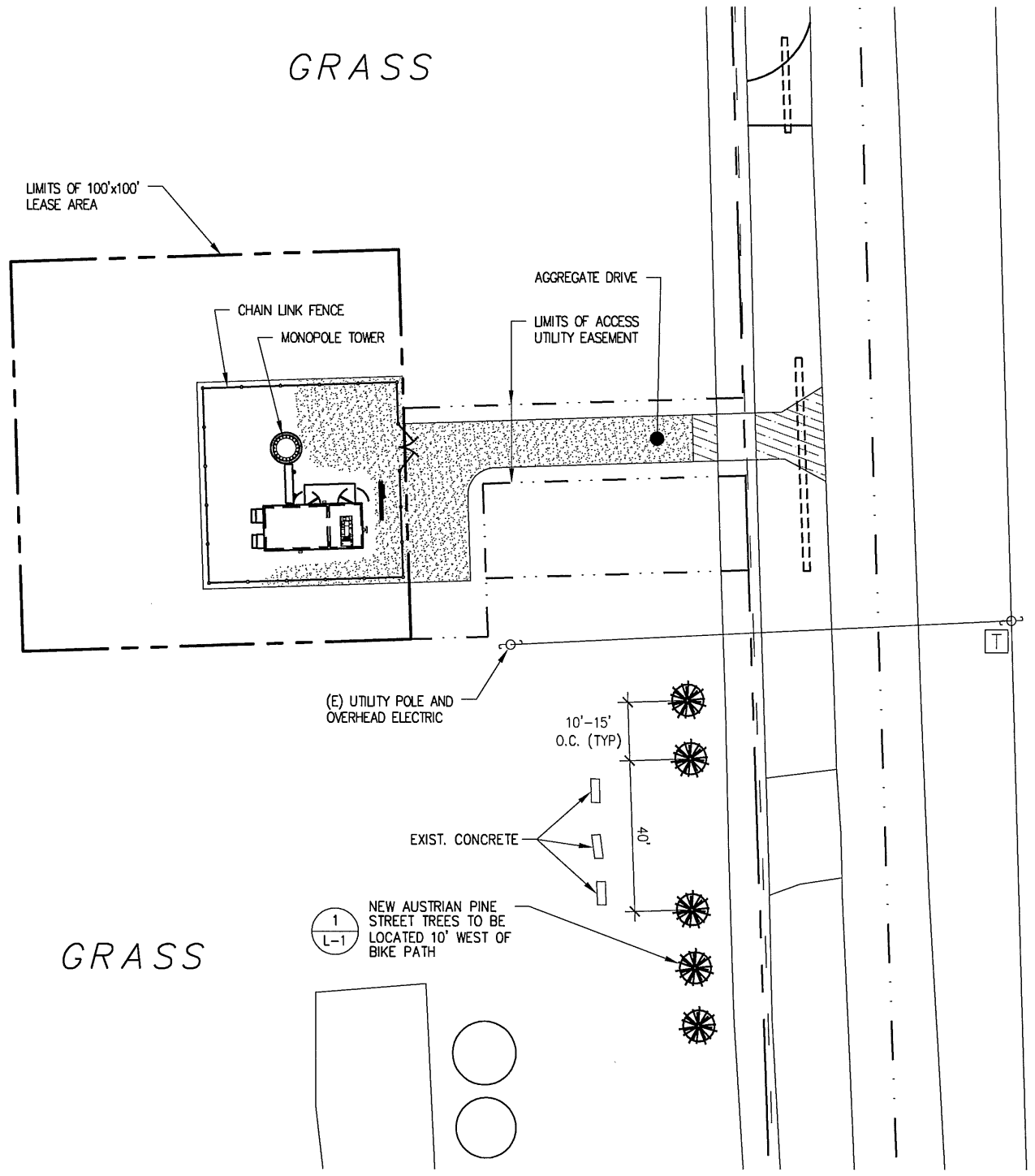
- 9. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING A PLANTING SOIL BACK FILLMIX IN ALL TREE, EVERGREEN, AND SHRUB PIT BEDS ACCORDING TO THE PLANTING DETAILS. THE GENERAL CONTRACTOR SHALL ALSO PROVIDE 12" OF PLANTING SOIL BACK FILL IN THE PLANTING BEDS. THE PLANTING SOIL BACK FILLMIX SHALL CONSIST OF THE FOLLOWING:
60% APPROVED TOPSOIL
20% COARSE SAND
10% SPHAGNUM PEAT MOSS
10% PROCESSED SHREDDED HARDWOOD MULCH
- 10. HERBICIDE (TREFLAIN OR EQUIVALENT) SHALL BE APPLIED TO ALL PLANT BEDS PRIOR TO PLANTING FOR NOXIOUS WEEDS.
- 11. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 3" PROCESSED SHREDDED HARDWOOD MULCH AND A NATURAL SPADE EDGE.
- 12. ALL TREES SHALL BE INSTALLED PER LANDSCAPE PLANTING DETAILS.
- 13. DIMENSIONS FOR HEIGHTS, SPREAD, AND CALIPER OF TREES ON THE PLANS ARE GENERAL GUIDES FOR THE MINIMUM DESIRED SIZE OF EACH PLANT. EACH PLANT SHALL HAVE A UNIFORM AND CONSISTENT SHAPE AS IT PERTAINS TO THE SPECIFICATIONS AND PARTICULAR SPECIES, ANY PLANT MATERIAL WHICH FAILS TO CONFORM TO THE SPECIFICATIONS IS SUBJECT TO RELECTION BY THE ARCHITECT/ENGINEER.
- 14. THE QUANTITIES INDICATED ON THE PLANS ARE PROVIDED FOR THE BENEFIT OF THE GENERAL CONTRACTOR ONLY. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES ON THE PLANS WILL TAKE PRECEDENCE OVER THOSE LISTED IN THE PLAN NOTES. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES, CALCULATIONS AND THE LIABILITY PERTAINING TO THOSE QUANTITIES AND ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS.
- 15. ALL TREES PLANTED IN LAWN AREAS SHALL BE PLANTED IN A BED OF PROCESSED SHREDDED HARDWOOD MULCH 3" IN DEPTH AND 10" TO 12" BEYOND SPREAD OF THE TREE.
- 16. ALL LANDSCAPE PLANTS SHALL BE WARRANTED BY VERIZON WIRLESS AND REPLACED AS REQUIRED BY VERIZON WIRLESS FOR A PERIOD OF ONE (1) YEAR AFTER PLANTING. THEREAFTER THE ONE (1) YEAR PERIOD, IT SHALL BE THE PROPERTY OWNERS RESPONSIBILITY TO REPLACE ANY DEAD PLANTINGS.

GENERAL NOTES

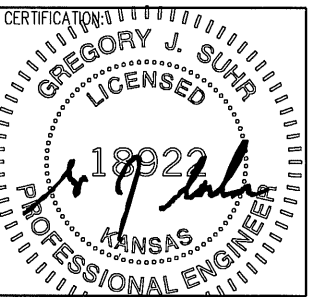
- 1. TREES/SHRUBS OVER 5' IN HEIGHT SHALL BE GUYED.
CREPE PAPER TREE WRAP TO FIRST BRANCHING
- 2. (DECIDUOUS TREES).
- 3. REMOVE TOP 1/3 OF BURLAP ON ROOT BALL
- 4. PROVIDE PLASTIC OR METAL FLAGS ON GUY WIRES IN OR NEAR SIDEWALKS.



1 Tree Planting Detail
NO SCALE



Landscape Plan



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CELL SITE

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LAWRENCE, KS 66047

SHEET TITLE:

LANDSCAPE PLAN

A&E PROJECT NO.:

001-1504

SHEET NO.:

GENERAL NOTES

1.

ALL REFERENCED STANDARDS REFERRED TO BE ENFORCED AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BID.
2.

WORK NOT INDICATED ON A PART OF THE DRAWINGS BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE REPEATED AND INCLUDED IN THE PROJECT.
3.

IN THE CASE OF CONFLICTS BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS, THE MOST RIGID REQUIREMENTS SHALL GOVERN.
4.

THE CONTRACTOR SHALL NOT MAKE DEVIATIONS FROM THE DESIGN DRAWINGS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
5.

THE CONTRACTOR SHALL TAKE ALL THE NECESSARY PRECAUTIONS/MEASURES TO PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM DAMAGES. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES THAT MAY OCCUR DURING CONSTRUCTION.
6.

THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS REQUIRED BY HIM TO PERFORM HIS WORK BEFORE STARTING CONSTRUCTION.
7.

REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS AND DIMENSIONS OF CHASES, INSERTS, OPENINGS, SLEEVES, DRIPS, REVEALS, FINISHES, DEPRESSIONS, DOORS, EXPANSION JOINT MATERIAL AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON STRUCTURAL DRAWINGS.
8.

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTIONS WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, CIVIL AND ALL OTHER CONTRACT DRAWINGS RELATED TO OTHER TRADES. THE CONTRACTOR IS RESPONSIBLE TO CHECK AND COORDINATE DIMENSIONS, CLEARANCES, ETC., WITH THE WORK OF OTHER TRADES.
9.

JOB SAFETY, CONSTRUCTION PROCEDURES AND CONSTRUCTION MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
10.

COMPLETE SHOP DRAWINGS FOR CONSTRUCTION OF ALL APPLICABLE SPECIALTY ITEMS INCLUDING BUT NOT LIMITED TO CURTAINWALL GLAZING SYSTEMS AND LIGHTGAUGE STEEL FRAMING SHALL BE SEALED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF KANSAS AND SHALL BE AVAILABLE AT THE JOB SITE DURING THE TIMES OF INSPECTION.
11.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
1.

THE ALLOWABLE BEARING PRESSURE USED IN DESIGN OF SHALLOW FOUNDATION IS ASSUMED TO BE 1,500 PSF.
2.

CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SUBSURFACE AND EXISTING CONDITIONS BEFORE COMMENCING WORK.
3.

ALL CONCRETE SHALL BE CONTROLLED CONCRETE AND ALL CONCRETING PRACTICES SHALL CONFORM WITH ACI-318-05, "AMERICAN CONCRETE INSTITUTE, BUILDING CODE FOR REINFORCED CONCRETE." CONCRETE DETAILS SHALL BE IN ACCORDANCE WITH ACI-135, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" UNLESS OTHERWISE NOTED ON THE DRAWINGS. CONCRETE TESTS FOR THE PRELIMINARY DESIGN MIX PREPARED BY AN APPROVED LABORATORY MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL PLACE NO CONCRETE WITHOUT THE APPROVED DESIGN MIX.
4.

A RIGID TEMPLATE SHALL BE USED TO INSTALL ALL ANCHOR BOLTS.
5.

UNLESS OTHERWISE NOTED ON PLAN, ALL CONCRETE SHALL BE NORMAL WEIGHT WITH 28 DAYS COMPRESSIVE STRENGTH AS FOLLOWS:

A. FOOTINGS

3000 PSI

B. CONCRETE SLAB ON GRADE

3000 PSI
6.

ALL REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60 (fy=60,000 PSI) ALL REINFORCING TO BE WELDED SHALL CONFORM TO ASTM A-706. THE REINFORCING BARS SUPPLIER SHALL PROVIDE THE ENGINEER WITH AN AFFIDAVIT OF THE PRODUCER OF STEEL CERTIFYING THAT THE STEEL MEETS THE REQUIREMENTS OF THE ASTM.
7.

ALL REINFORCEMENT SHALL BE SECURELY HELD IN PLACE WHILE PLACING CONCRETE. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE ADDITIONAL BARS OR STIRRUPS NECESSARY TO SUPPORT ALL BARS AS REQUIRED TO COMPLETE HIS WORK.
8.

UNLESS OTHERWISE NOTED ON STRUCTURAL DRAWINGS, PROVIDE MINIMUM CONCRETE COVER FOR REINFORCING BARS AS FOLLOWS:

CAST AGAINST EARTH

3"

EXPOSED TO EARTH OR WEATHER

#5 AND SMALLER

1½"

#6 AND LARGER

2"

NOT EXPOSED TO EARTH OR WEATHER

SLAB AND WALL

#11 AND SMALLER

¾"
9.

GROUT SHALL BE NON-METALLIC NO SHRINK WITH A MINIMUM STRENGTH OF 5,000 PSI AT 28 DAYS.

STRUCTURAL STEEL

1.

FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS. STRUCTURAL FABRICATOR SHALL BE AISC CERTIFIED.
2.

STRUCTURAL STEEL SHALL BE AS SPECIFIED BELOW, UNLESS OTHERWISE NOTED:

A. CHANNELS, ANGLES AND PLATES

: ASTM A36 WITH MIN. YIELD STRENGTH OF 36 KSI OR ASTM A572 GRADE 50 WITH MIN. YIELD STRENGTH OF 50 KSI.
3.

THE FRAME SHALL BE CARRIED UP TRUE AND PLUMB AND TEMPORARY BRACING SHALL BE INTRODUCED WHEREVER NECESSARY TO ACCOUNT FOR ALL LOADS TO WHICH THE STRUCTURE MAY BE SUBJECTED, INCLUDING EQUIPMENT AND OPERATION OF SAME. SUCH BRACING SHALL BE THE RESPONSIBILITY OF THE STEEL CONTRACTOR AND SHALL BE LEFT IN PLACE AS LONG AS REQUIRED FOR SAFETY.
4.

ALL BOLTS SHALL CONFORM TO THE FOLLOWING ASTM. DESIGNATION, LATEST EDITION: HIGH STRENGTH BOLTS A325-N, U.O.N.
5.

ALL BOLTS SHALL BE ¾" DIAMETER MINIMUM UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
6.

ALL SHOP OR FIELD CONNECTIONS SHALL BE HIGH STRENGTH BOLTED OR WELDED. BOLTED CONNECTIONS SHALL BE ASSEMBLED AND INSPECTED IN ACCORDANCE WITH RCSC-2000 (SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS). ALL STRUCTURAL WELDED JOINTS SHALL CONFORM TO THE PROVISIONS OF AWS D1.1, STRUCTURAL WELDING CODE BY AMERICAN WELDING SOCIETY.
7.

PROVISIONS SHALL BE MADE FOR CONNECTIONS OF OTHER TRADES INCLUDING CUTTING AND PUNCHING OF STRUCTURAL MEMBERS, WHERE REQUIRED BY THE DRAWING OR FOR WHICH INFORMATION IS FURNISHED PRIOR TO FABRICATION.
8.

OVERSIZED OR SLOTTED HOLES SHALL NOT BE USED FOR ANY CONNECTIONS UNLESS SPECIFICALLY INDICATED ON THE DRAWINGS OR APPROVED IN WRITING BY THE ENGINEER.
9.

THE USE OF A CUTTING TORCH IN THE FIELD WILL NOT BE PERMITTED.
10.

WELDING ELECTRODES SHALL BE CONFORM TO E70XX ELECTRODES, AND SHALL HAVE COMPATIBLE CHARY-V-NOTCH WHEN WELDING TO THE BASE METAL WITH CHARY-V-NOTCH REQUIREMENT.
11.

PROOF OF WELDER CERTIFICATION SHALL BE AVAILABLE AT THE JOB SITE DURING TIMES OF INSPECTION.
12.

ALL STRUCTURAL STEEL NOT RECEIVING SPRAY-ON FIREPROOFING SHALL BE PRIME PAINTED. STRUCTURAL STEEL SHALL RECEIVE ONE COAT OF PAINT, ZINC OR BITUMINOUS COATING OR EQUIVALENT METAL PROTECTION BEFORE ERECTION AS SPECIFIED. PARTS OF STRUCTURAL STEEL LEFT UNPAINTED BECAUSE OF WELDING, OR BOLTING SHALL RECEIVE A FIELD APPLICATION OF METAL PROTECTION.
13.

STRUCTURAL STEEL SYSTEMS NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE.
14.

DESIGN OF SPECIAL CONNECTIONS BETWEEN STEEL FRAMING COMPONENTS BY OTHER THAN THE PROJECT STRUCTURAL ENGINEER-OF-RECORD SHALL BE PERFORMED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF KANSAS INCLUDING BUT NOT LIMITED TO BRACE END CONNECTIONS, MOMENT-RESISTING CONNCTIONS, MODIFIED BEAM SEAT CONNECTIONS, AND MEMBER SPLICE CONNECTIONS.
15.

ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
16.

ALL BOLTS, ANCHORS, AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
17.

DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.

DESIGN STANDARD

1.

ASCE 7-05 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
2.

MANUAL OF STEEL CONSTRUCTION
AISC LRFD 3rd EDITION
3.

MANUAL OF STEEL CONSTRUCTION
AISC ASD 9th EDITION
4.

MANUAL OF CONCRETE PRACTICE
ACI 318-05

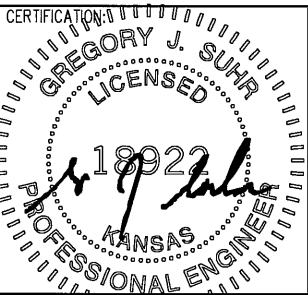
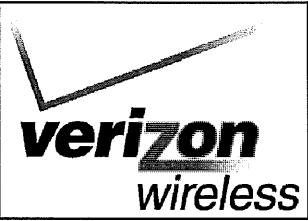
DESIGN LOADS

TOTAL SHELTER WEIGHT

= 76,000 LBS

WIND LOAD

= 12.8 PSF (V = 90 MPH)



RELEASE	
DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV O

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DRAWN BY:

JLM

CHECKED BY:

DJH

SITE NAME:

LAWC KASOLD
CELL SITE

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

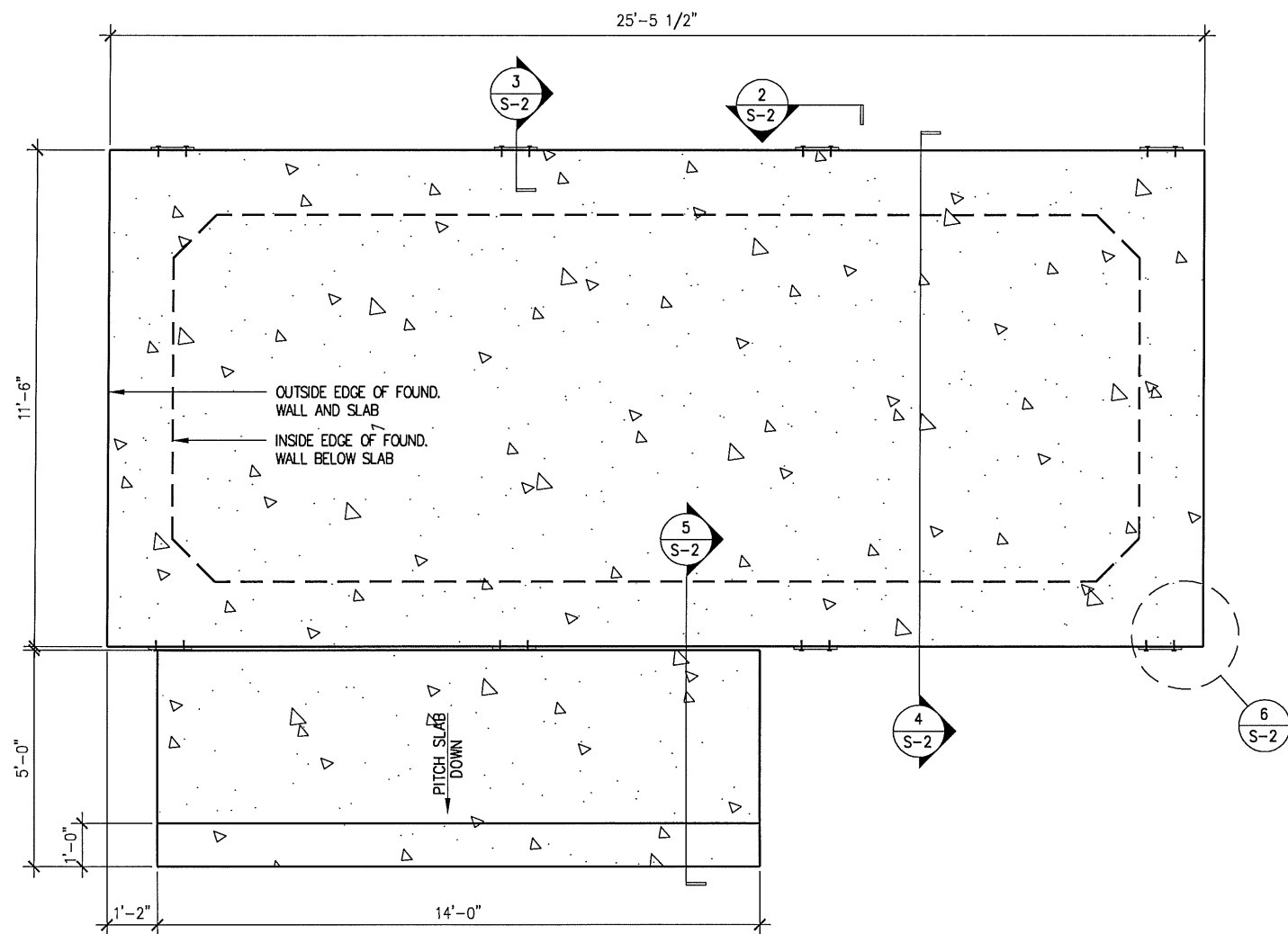
STRUCTURAL NOTES

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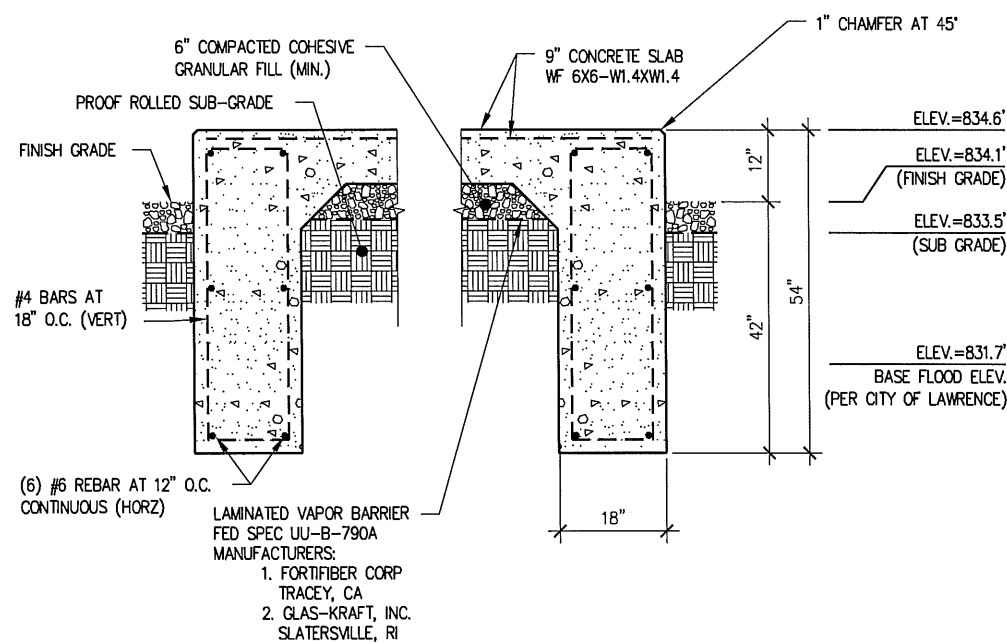
001-1504

SHEET NO.:

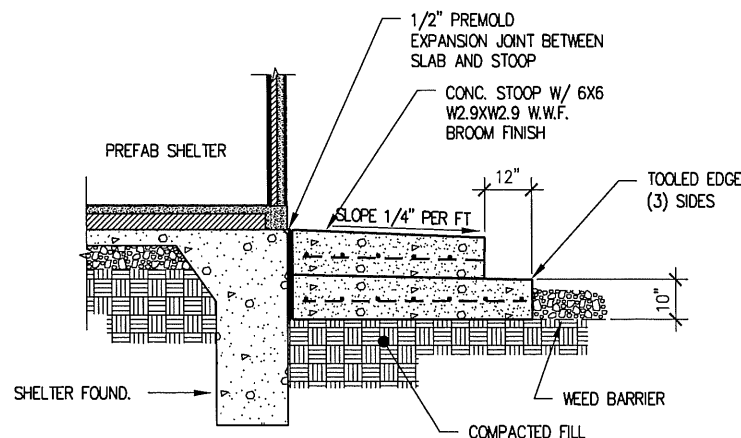
S-1



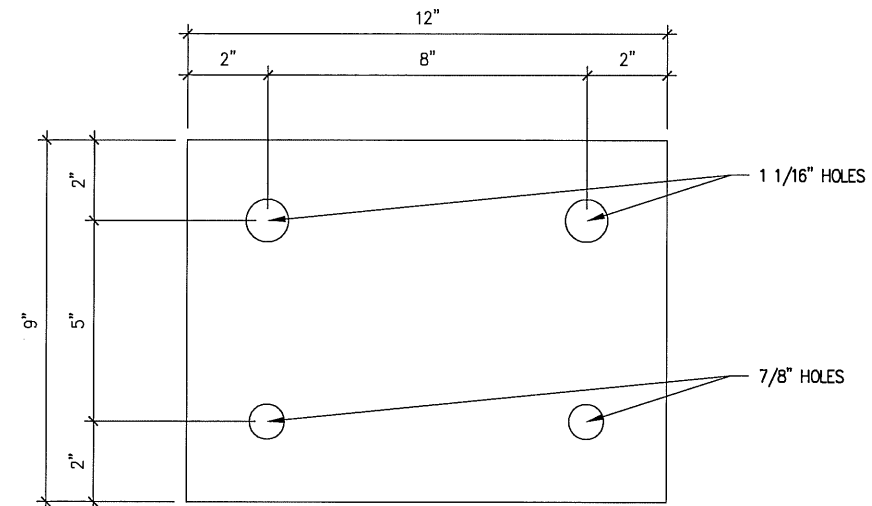
1 Shelter Foundation
SCALE: 1/4" = 1'-0"



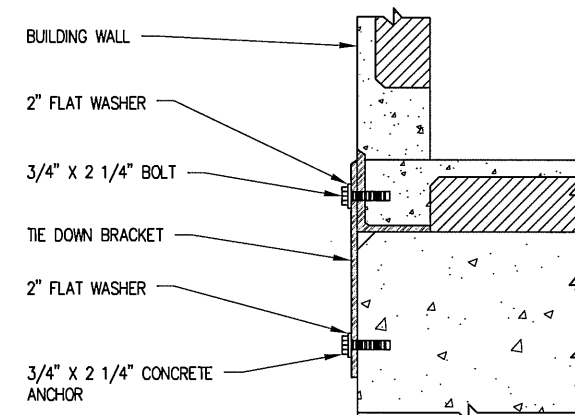
4 Foundation Section
SCALE: 1/4" = 1'-0"



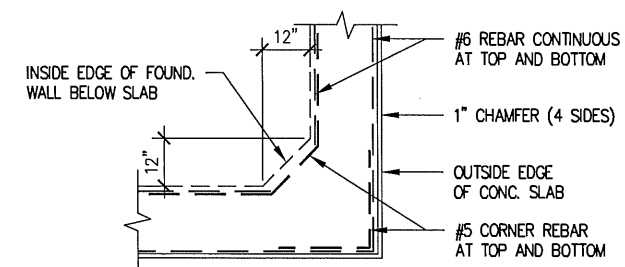
5 Concrete Stoop
SCALE: 1/4" = 1'-0"



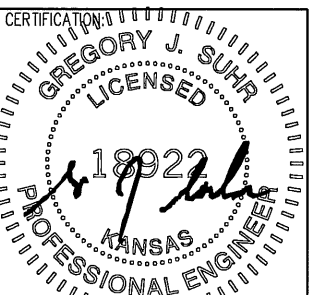
2 Tie Down Detail
SCALE: N.T.S.



3 Tie Down Section
SCALE: 3/4" = 1'-0"



6 Corner Reinforcing
SCALE: 1/4" = 1'-0"



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02-25-15	CONSTRUCTION DWGS - REV E

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

LAWC KASOLD CELL SITE

SITE ADDRESS:

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

SHEET TITLE:

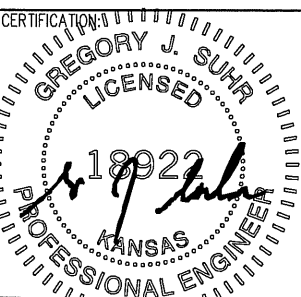
SLAB PLAN AND SECTION

A&E PROJECT NO.:

001-1504

SHEET NO.:

S-2



RELEASE	
DATE	
05-05-14	CONSTRUCTION DWGS - REV A
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02-25-15	CONSTRUCTION DWGS - REV E

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SITE NAME:

LAWC KASOLD
CELL SITE

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

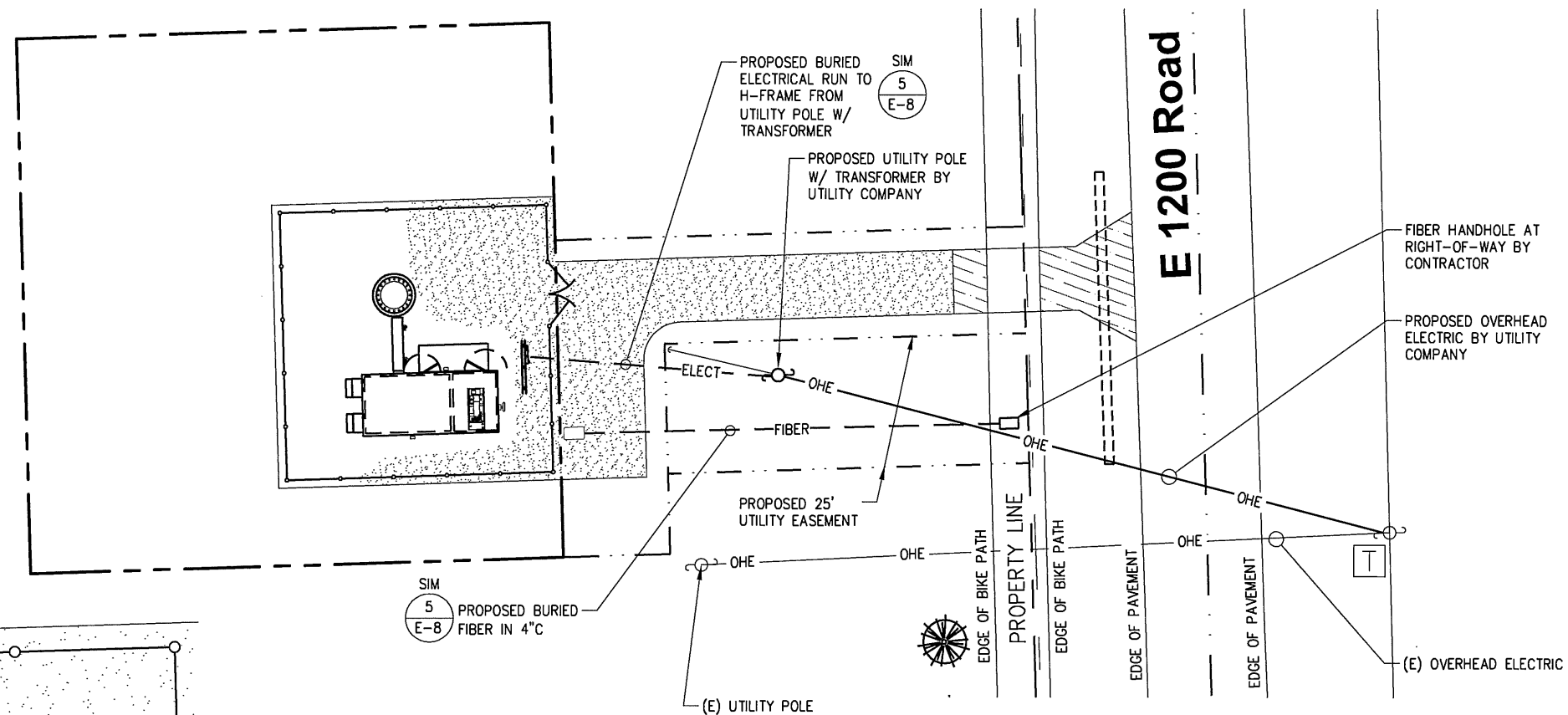
UTILITY SITE PLAN

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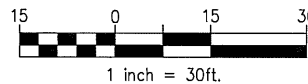
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SHEET NO.:

E-0

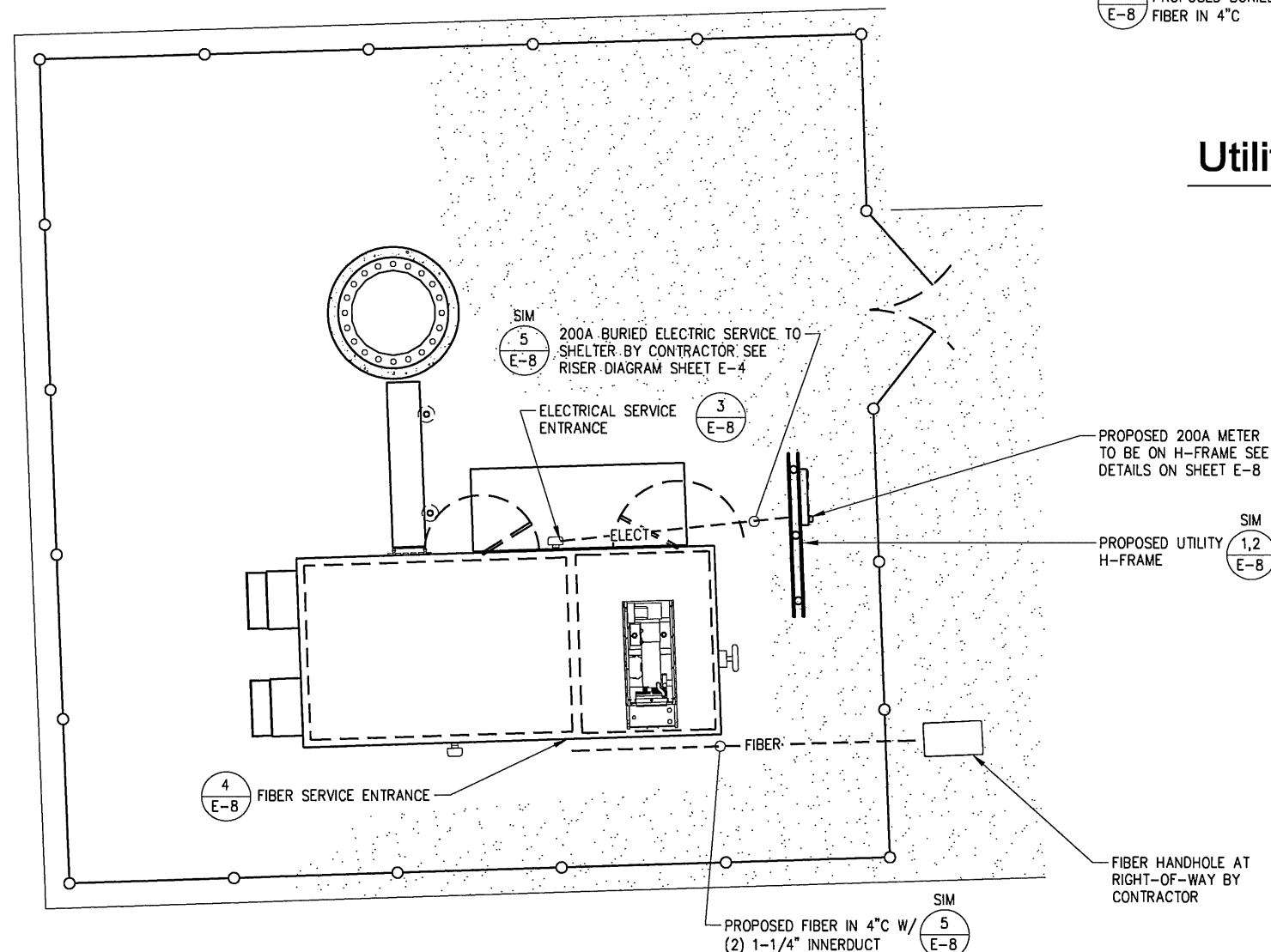


Utility Site Plan

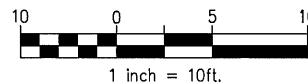


GENERAL NOTES:

1. STUB CONDUIT 6" FROM NEW POLE
2. 4 GANG METER BASE BY VERIZON
3. 2-3" SCH 40 CONDUIT 30" DEEP TO METER BY VERIZON
4. CONDUCTOR TO METER BY POWER CO.



Enlarged Utility Plan



Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent-Magnet
Leads: quantity, type	12, Reconnectable 4, 110-120/220-240
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4P7BX (12 lead)	180
480 V 4P8X (12 lead)	261
480 V 4P10X (12 lead)	275
240 V 4Q8X (4 lead)	121
240 V 4Q10X (4 lead)	144

Application Data

Engine	Engine Specifications
Manufacturer	John Deere
Engine model	4024HF285B
Engine type	4-Cycle, Turbocharged
Cylinder arrangement	4 Inline
Displacement, L (cu. in.)	2.4 (149)
Bore and stroke, mm (in.)	86 x 105 (3.39 x 4.13)
Compression ratio	18.2:1
Piston speed, m/min. (ft./min.)	375 (1230)
Main bearings: quantity, type	5, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	60 (80)
Cylinder head material	Cast Iron
Crankshaft material	Ductile Iron
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor: type, make/model	JDEC Electronic, Level 18, EUP
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.25%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m³/min. (cfm)	12.0 (423)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	574 (1066)
Maximum allowable back pressure, kPa (in. Hg)	7.5 (2.2)
Exhaust outlet size at engine hookup, mm (in.)	63.5 (2.5)

G5-359 (50REOZJD) 3/12b

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Vacuum-impregnated windings with fungus-resistant epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Fast-Response™ II brushless alternator with brushless exciter for excellent load response.

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	70
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating	One, 640
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	11.0 (0.44)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, engine-driven fuel pump, m (ft.)	3.0 (10.0)
Max. fuel flow, Lph (gph)	82 (21.7)
Fuel prime pump	Manual
Fuel filter	
Secondary	5 Microns @ 98% Efficiency
Water Separator	Yes
Recommended fuel	#2 Diesel

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	7.3 (7.7)
Oil pan capacity with filter, L (qt.)	8.2 (8.7)
Oil filter: quantity, type	1, Cartridge
Oil cooler	Water-Cooled

Application Data

Cooling

Radiator System	
Ambient temperature, °C (°F)*	50 (122)
Engine jacket water capacity, L (gal.)	2.6 (0.7)
Radiator system capacity, including engine, L (gal.)	10.6 (2.8)
Engine jacket water flow, Lpm (gpm)	98 (26)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	35.7 (2030)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	10.9 (621)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	597 (23.5)
Fan, kWm (HP)	1.2 (1.6)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Enclosure reduces ambient temperature capability by 5°C (9°F).

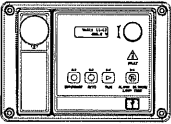
Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m³/min. (scfm)‡	96 (3400)
Combustion air, m³/min. (cfm)	4.3 (152)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	14.0 (747)
Alternator, kW (Btu/min.)	7.6 (435)

‡ Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption	
Diesel, Lph (gph) at % load	Standby Rating
100%	16.2 (4.3)
75%	12.1 (3.2)
50%	8.5 (2.2)
25%	5.0 (1.3)
Diesel, Lph (gph) at % load	Prime Rating
100%	13.7 (3.6)
75%	10.8 (2.9)
50%	7.6 (2.0)
25%	4.5 (1.2)

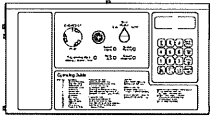
Controllers



Decision-Maker® 3000 Controller
Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-100 for additional controller features and accessories.



Decision-Maker® 550 Controller
Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities.

- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-46 for additional controller features and accessories.

FOR REFERENCE ONLY

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02-25-15	CONSTRUCTION DWGS - REV 0

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SITE NAME:

LAWC KASOLD
CELL SITE

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

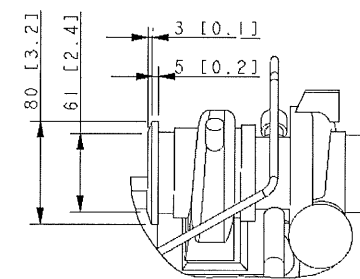
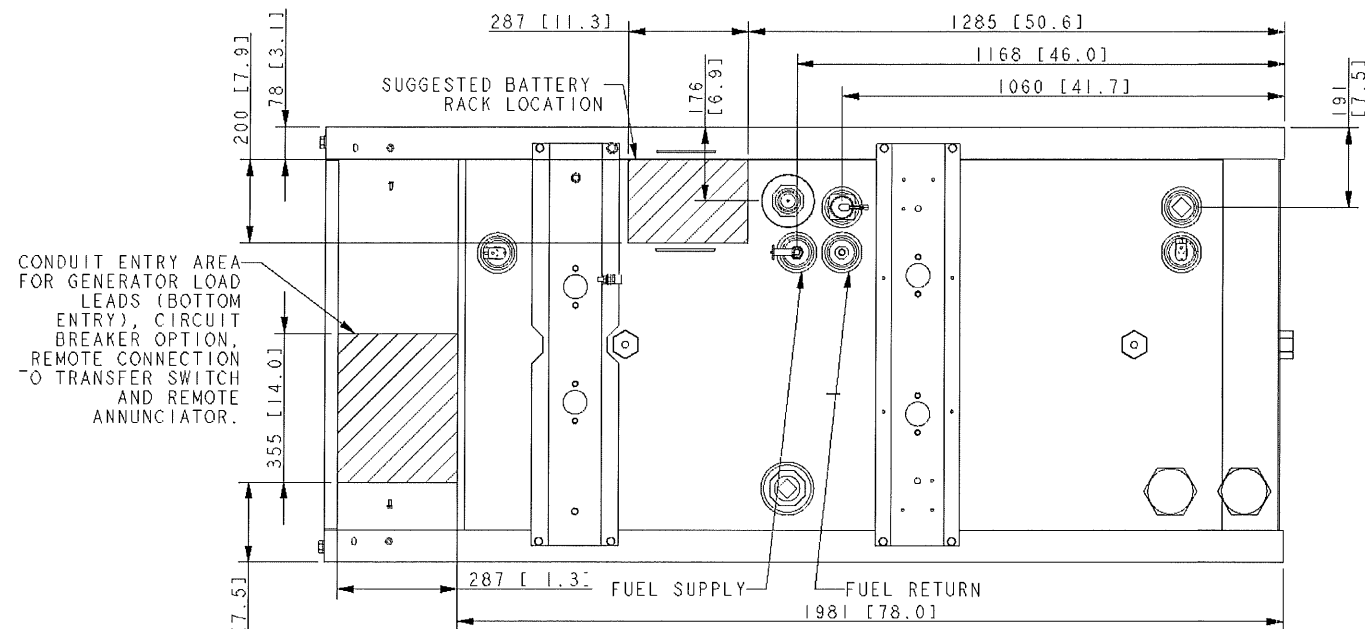
GENERATOR DATA

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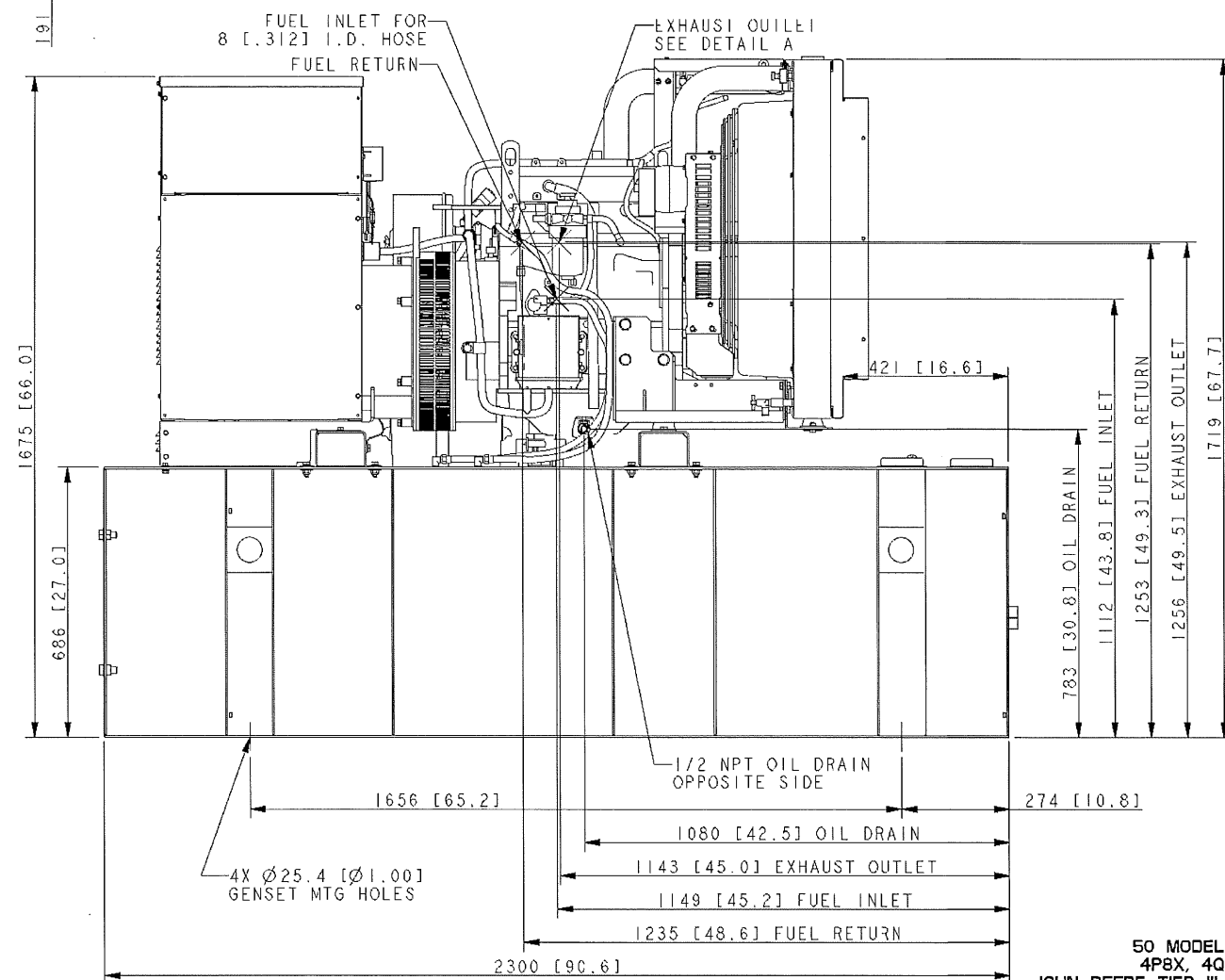
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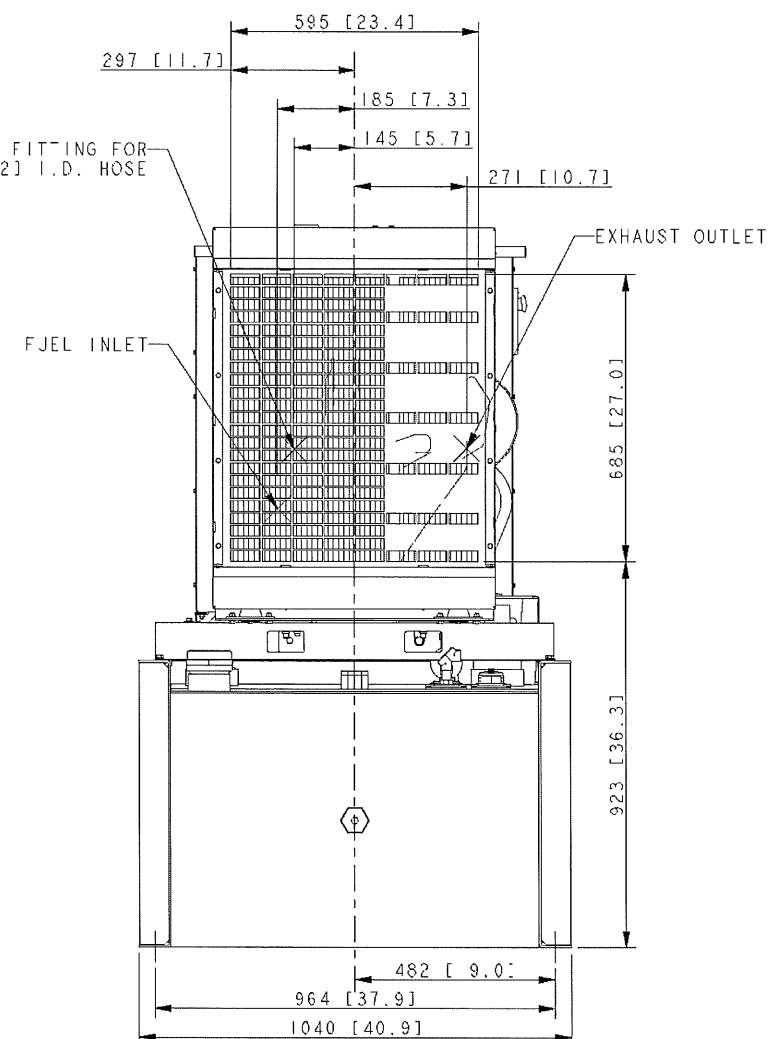
1 Generator Data
SCALE: N.T.S



DETAIL A
ENGINE EXHAUST & OUTLET
SCALE 0.40



50 MODEL, 60HZ,
4P8X, 4Q8X, 4Q10
JOHN DEERE TIER III VERIZON
210 GAL TANK



1 Generator Details SCALE: N.T.S.



CERTIFICATION:

FOR REFERENCE
ONLY

RELEASE DATE	
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02-25-15	CONSTRUCTION DWGS - REV E

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1293 E 1200 ROAD
LAWRENCE, KS 66047

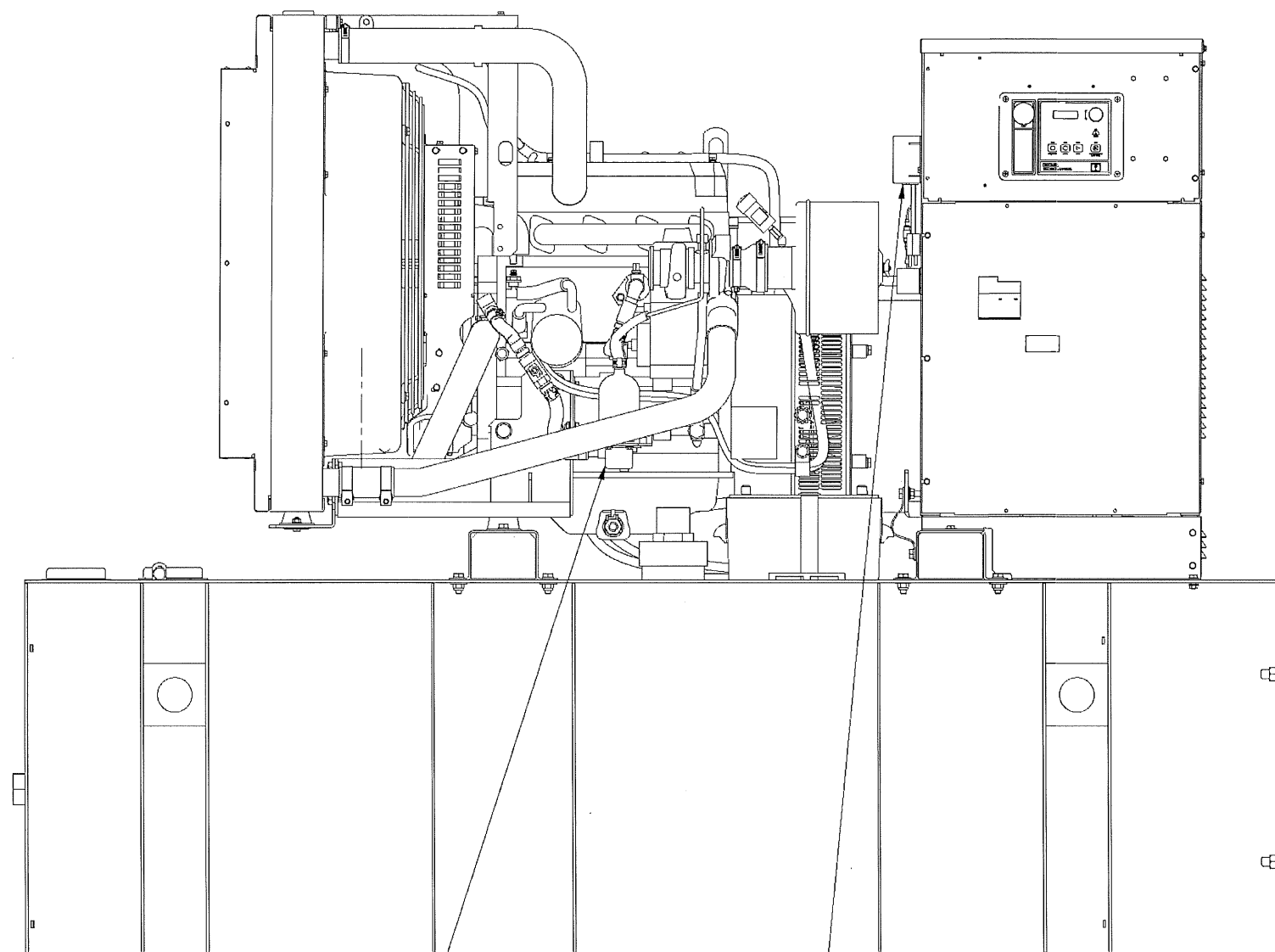
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GENERATOR DETAILS

A&E PROJECT NO.:

001-1504

SHEET NO.:



BLOCK HEATER

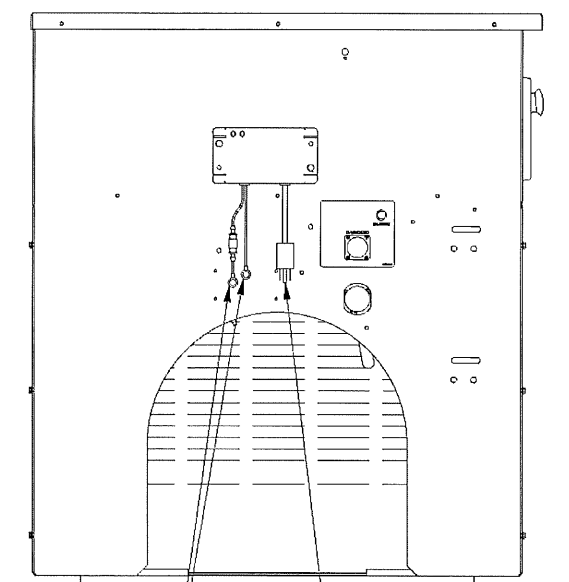
SEE DETAIL B

BLOCK HEATER
120 AND 240 VOLT

50 MODEL, 60HZ,
4P8X, 4Q8X, 4Q10
JOHN DEERE TIER III VERIZON
210 GAL. TANK

1 Generator Details

SCALE: N.T.S.



CONNECT TO
BATTERY

90-135V AC
POWER CORD
LENGTH 1829 [72.01]

DETAIL B
BATTERY CHARGER



**MAGTECH
MIDWEST INC.**
AN AFFILIATE OF FORTUNE WIRELESS INC.
1715 MAGNAVOX WAY, FORT WAYNE, INDIANA 46804
(260) 436-2668 • (260) 436-2402 FAX

CERTIFICATION:

FOR REFERENCE
ONLY

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**LAWC KASOLD
CELL SITE**

SITE ADDRESS:

1293 E 1200 ROAD
LAWRENCE, KS 66047

SHEET TITLE:

GENERATOR DETAILS

A&E PROJECT NO.:

001-1504

SHEET NO.:

E-3

General Notes

WORK INCLUDES

THESE NOTES AND ACCOMPANYING DRAWINGS COMPLEMENT THE PROVISIONS AND INSTALLATIONS BY THE ELECTRICAL CONTRACTOR, OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS LESSEE SITE AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

- 1. THE PROVISIONS, INSTALLATION, AND CONNECTION OF A GROUNDING ELECTRODE SYSTEM COMPLETE WITH A BUILDING AND SECONDARY GROUNDING, CELLULAR TELEPHONE COMMUNICATIONS TOWER AND CONNECTIONS TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.
- 2. THE PROVISION AND INSTALLATION OF AN OVERHEAD ELECTRICAL SERVICE OR UNDERGROUND ELECTRICAL SERVICE AND ALL ASSOCIATED WIRE AND CONDUIT AS REQUIRED AND/OR INDICATED ON PLANS.
- 3. THE PROVISION, INSTALLATION OF CONDUIT AND CONNECTIONS FOR LOCAL TELEPHONE SERVICE.
- 4. THE FURNISHING AND INSTALLATION OF THE ELECTRICAL SERVICE ENTRANCE CONDUCTORS, CONDUITS, METER SOCKET, AND CONNECTIONS TO THE SERVICE EQUIPMENT WITHIN THE ENCLOSURE.
- 5. TWO INCH (2") AND THREE INCH (3") DIAMETER PVC CONDUITS SCHEDULE 40.
- 6. ALL PVC CONDUITS SHOULD BE LEFT WITH NYLON PULL CORD FOR FUTURE USE.
- 7. EXCAVATION, TRENCHING, AND BACKFILLING FOR CONDUIT(S), CABLE(S), AND EXTERNAL GROUNDING SYSTEM.

CODES, PERMITS, AND FEES

- 1. ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS SHALL BE SECURED AND ALL FEES FOR SAME PAID BY CONTRACTOR.
- 2. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES: STATE, LOCAL AND NATIONAL, AND THE DESIGN, PERFORMANCE CHARACTERISTICS AND METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING AUTHORITIES:

N.E.C.	NATIONAL ELECTRIC CODE
A.N.S.I.	AMERICAN NATIONAL STANDARDS INSTITUTE
I.E.E.E.	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
A.S.T.M.	AMERICAN SOCIETY FOR TESTING MATERIALS
N.E.M.A.	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
U.L.	UNDERWRITERS LABORATORIES, INC.
N.F.P.A.	NATIONAL FIRE PROTECTION ASSOCIATION

GROUNDING ELECTRODE SYSTEM

- 1. CONNECTIONS
ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE "CADWELD" PROCESS CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, ETC. ALL CABLE TO GROUND RODS, GROUND RODS SPLICES AND LIGHTNING PROTECTION SYSTEM AS INDICATED. GROUND FOUNDATION ONLY AS INDICATED BY PM. ALL MATERIALS USED (MOLDS, WELDING, METAL, TOOLS, ETC.) SHALL BE BY "CADWELD" PROCESS AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND PROCEDURES. GROUND CONDUCTOR SHALL HAVE A MINIMUM 24" BENDING RADIUS.
- 2. ALL CADWELD CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COLORED TO MATCH SURFACE WITH (2) TWO COATS OF SHERWIN-WILLIAMS GALVITE (WHITE) PAINT B50W3 (OR EQUAL) OR SHERWIN-WILLIAMS SILVERBRITE (ALUMINUM) B59S11 (OR EQUAL).
- 3. ALL ELECTRICAL & MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION
- 4. FENCE/GATE:
GROUND FENCE POSTS WITHIN 6 FEET OF ENCLOSURE AND 25 FEET OF TOWER AS INDICATED ON DRAWINGS. GROUND EACH GATE POST AND CORNER POST. GROUND CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE "CADWELD" PROCESS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. ALL OTHER CONNECTIONS FOR THE GROUND GRID SYSTEM SHALL BE MADE BY THE "CADWELD" PROCESS, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES.
- 5. UTILITY COMPANY COORDINATION:
ELECTRICAL CONTRACTOR SHALL CONFIRM THAT ALL WORK IS IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING THE BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN THE BID.

- 6. GROUND TEST:
GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY LESSEE STANDARD PROCEDURES. GROUND GRID RESISTANCE SHALL NOT EXCEED 5 OHMS. CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS:
 - 1. ONE (1) COPY TO OWNER REPRESENTATIVE
 - 2. ONE (1) COPY TO ENGINEER
 - 3. ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE

RACEWAYS AND WIRING

- 1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ENGINEER.
- 2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
- 3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE NOTED. ALL RACEWAYS SHALL BE APPROVED FOR THE INSTALLATION.
- 4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING. PROVIDE JUNCTION AND PULLBOXES FOR CONDUIT RUNS WITH MORE THAN (360) DEGREES OF BENDS.
- 5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES.
- 6. ELECTRICAL PANEL BOARD SHALL BE FURNISHED AND INSTALLED BY OTHERS. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION.
- 7. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.

IT IS RECOMMENDED THAT THE ELECTRICAL CONTRACTOR VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND VERIFY ALL EXISTING CONDITIONS PRIOR TO BID SUBMITTAL. ANY DISCREPANCIES OR CONFLICTS SHALL BE REPORTED TO LESSEE BEFORE PROCEEDING WITH THE WORK.

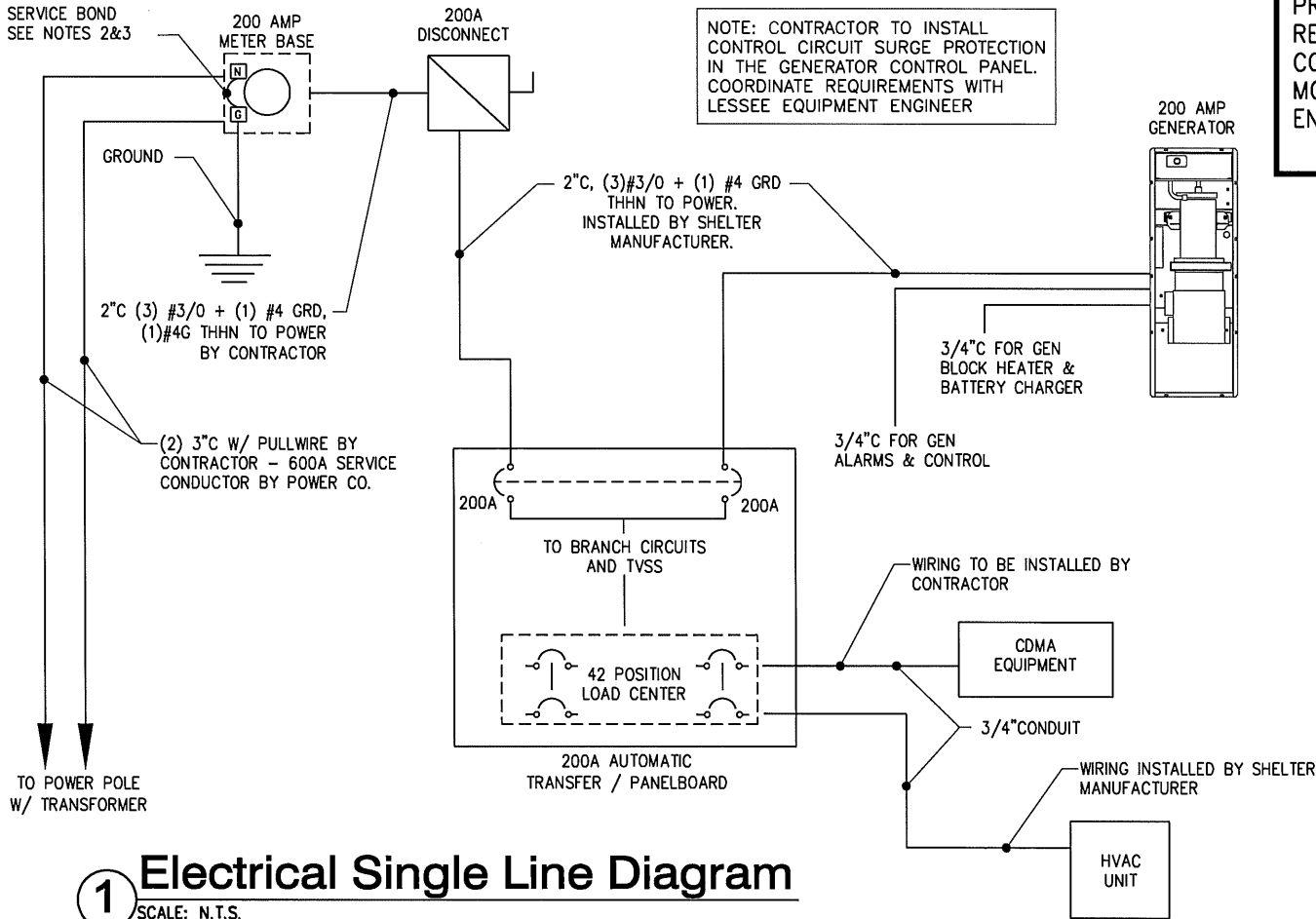
ALL ELECTRICAL WORK SHALL CONFIRM TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, LESSEE ELECTRIC STANDARDS AND LOCAL JURISDICTION CODES.

GENERAL NOTES:

SEE DETAILS AND SCHEDULES ON DRAWINGS AND SPECIFICATIONS FOR MEANING OF ABBREVIATIONS AND ADDITIONAL REQUIREMENTS AND INFORMATION. CHECK ARCHITECTURAL, STRUCTURAL AND OTHER MECHANICAL AND ELECTRICAL DRAWINGS FOR SCALE, SPACE LIMITATIONS, COORDINATION, AND ADDITIONAL INFORMATION, ETC. REPORT ANY DISCREPANCIES, CONFLICTS, ETC. TO ENGINEER BEFORE SUBMITTING BID. ALL EQUIPMENT FURNISHED BY OTHERS (FBO) SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAM AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF (FBO) EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS.

COORDINATION WITH UTILITY COMPANY

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR A COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN THE BID ANY OPTIONAL OR EXCESS FACILITY CHARGES ASSOCIATED WITH PROVIDING ELECTRICAL SERVICE FROM LOCAL UTILITY COMPANY. VERIFY BEFORE BIDDING TO INCLUDE ALL COSTS. THE ELECTRICAL CONTRACTOR SHALL VERIFY THE AVAILABLE FAULT CURRENT WITH THE LOCAL UTILITY COMPANY PRIOR TO SUBMITTING BID. ADJUST A.I.C. RATINGS OF ALL OVERCURRENT PROTECTION DEVICES IN DISTRIBUTION EQUIPMENT AS REQUIRED TO COORDINATE WITH AVAILABLE FAULT CURRENT FROM LOCAL UTILITY COMPANY. ALL GROUNDING RODS PROVIDED BY THE POWER OR TELEPHONE UTILITY COMPANIES MUST BE TIED INTO THE MAIN EXTERNAL GROUND RING.

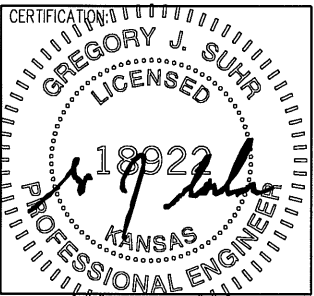


1 Electrical Single Line Diagram
SCALE: N.T.S.

PRIOR TO ELECTRICAL INSPECTION, IF REQUIRED, CONTRACTOR SHALL COORDINATE TRANSFER SWITCH MODIFICATION WITH LESSEE CONSTRUCTION ENGINEER AND SWITCH VENDOR.

GENERAL NOTES:

- 1. ALL CIRCUIT BREAKERS ARE 10,000 A.I.C. TYPICALLY. A.I.C. RATING MAY CHANGE AS ELECTRICAL SUPPLY DEMANDS CHANGE.
- 2. SERVICE BOND IS TO BE MADE BY DEVICES (STRAPS, SCREWS, ETC.) SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE WITH A MINIMUM OF #1/0 AWG FOR 400 AMP SERVICE, #2 AWG FOR 300 AMP SERVICE, #4 AWG GREEN FOR 200 SERVICE, AND #8 AWG GREEN FOR 100 AMP SERVICE.
- 3. WHEN SERVICE OVERCURRENT DISCONNECT IS FIELD INSTALLED, A TEMPORARY SERVICE BOND WILL BE INSTALLED FOR SAFETY PURPOSE.
- 4. CONDUCTOR OVERCURRENT PROTECTION DEVICES ARE SELECTED IN ACCORDANCE WITH 2002 NEC (ARTICLE 240-3).
- 5. CONDUCTOR SIZING IS SELECTED FROM 2002 NEC (ARTICLE 220-10b).
- 6. #4 AWG GREEN FROM MASTER GROUND BAR TIES TO GROUND IN PANEL BOARD.



RELEASE	
DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV 0

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DRAWN BY: JLM
CHECKED BY: DJH
SITE NAME: _____

LAWC KASOLD CELL SITE

SITE ADDRESS: _____

1293 E 1200 ROAD
LAWRENCE, KS 66047

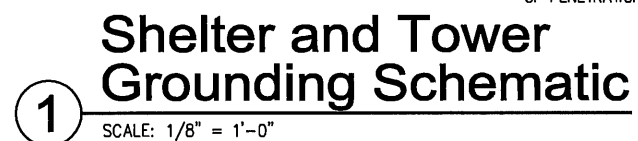
SHEET TITLE: _____

ELECTRICAL RISER DIAGRAM

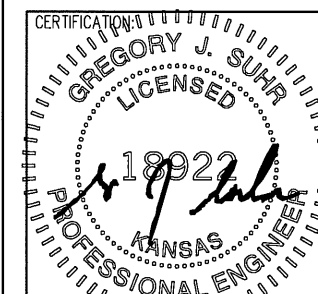
A&E PROJECT NO.: _____

001-1504

SHEET NO.: _____



NOTE: ALL GROUND LEADS AT TOWER, ICE BRIDGE SUPPORT POSTS, FENCE POSTS, ETC. TO BE ROUTED IN 1/2" NON-METALLIC PVC FLEX CONDUIT. GROUND LEADS AT SHELTER FROM EXTERNAL GROUND BARS, COAX ENTRY, LOUVERS, PIPES, ETC. TO BE ROUTED IN 1/2" NON-METALLIC PVC RIGID CONDUIT SECURED TO SHELTER WALL WITH AT LEAST ONE (1) NON-METALLIC CONDUIT CLAMP 36" MAX. SPACING. CONDUIT TO BE 4" MAX. FROM APPLIANCE CONNECTION AND EXTEND 18" MIN. BELOW GRADE.



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CHECKED BY: DJH

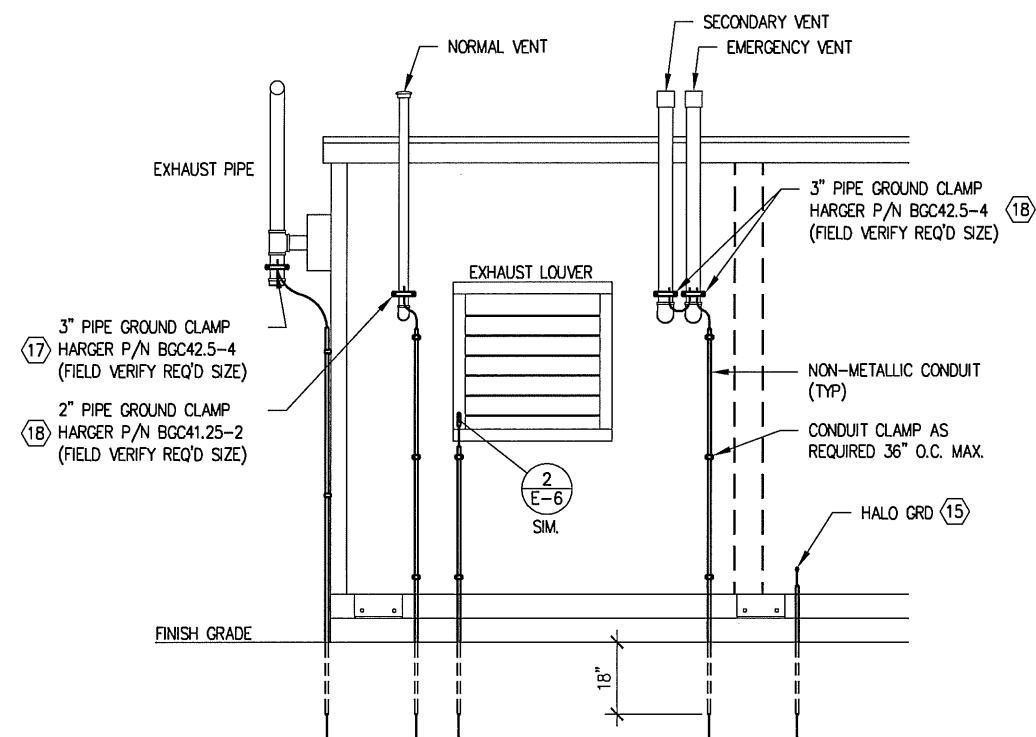
**LAWC KASOLD
CELL SITE**

1293 E 1200 ROAD
LAWRENCE, KS 66047

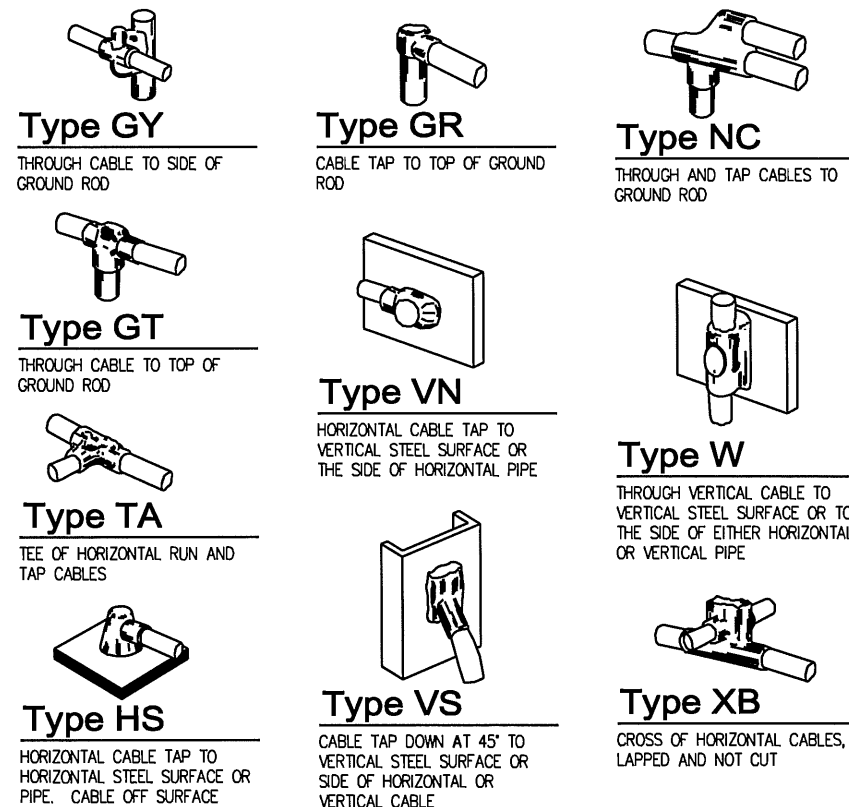
GROUNDING PLAN AND NOTES

001-1504

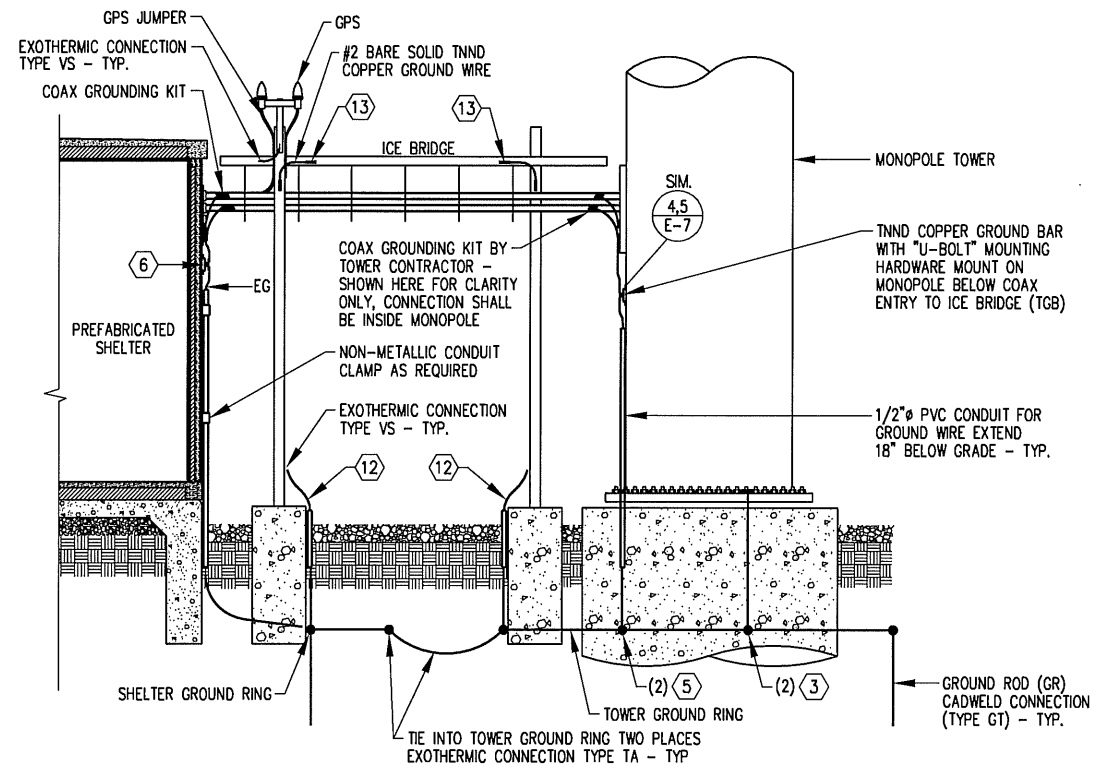
E-5



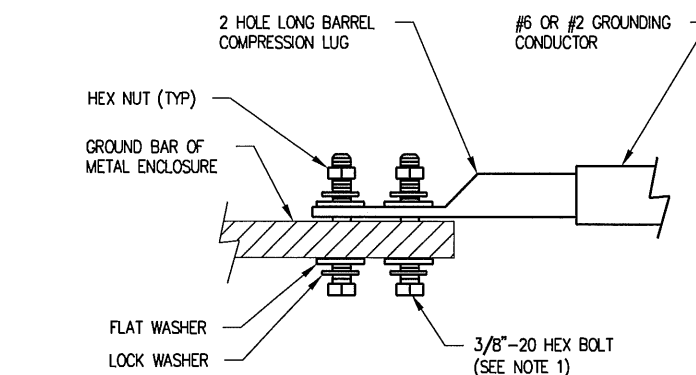
3 Shelter Ground Elevation
SCALE: 1/4" = 1'-0"



4 Exothermic (Cadweld) Details
NO SCALE

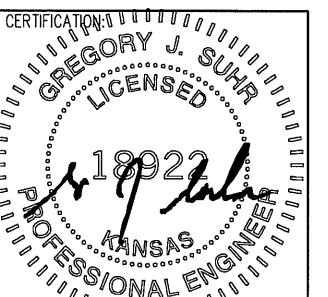


1 Ice Bridge Grounding Schematic
SCALE: 1/4" = 1'-0"



- INSTALLATION NOTES:**
1. SELECT BOLT LENGTH TO PROVIDE A MINIMUM OF TWO EXPOSED THREADS.
 2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF THE LUG.
 3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND.

2 Mechanical Ground Connection
NO SCALE



RELEASE DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV O

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

LAWC KASOLD CELL SITE

SITE ADDRESS:

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

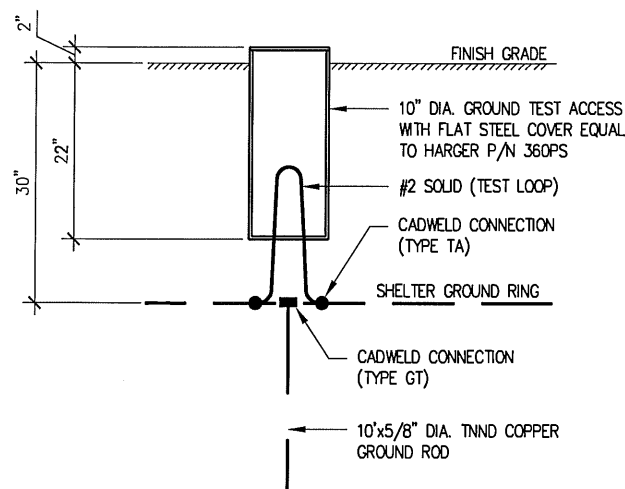
SHEET TITLE:

GROUNDING DETAILS

A&E PROJECT NO.:

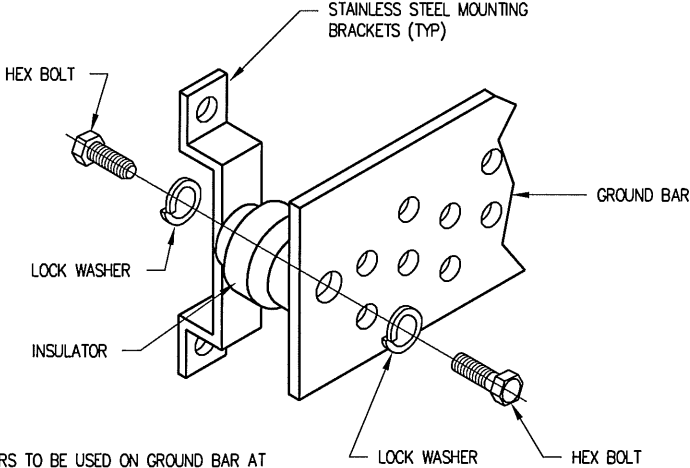
001-1504

SHEET NO.:



Grounding Inspection Test Well

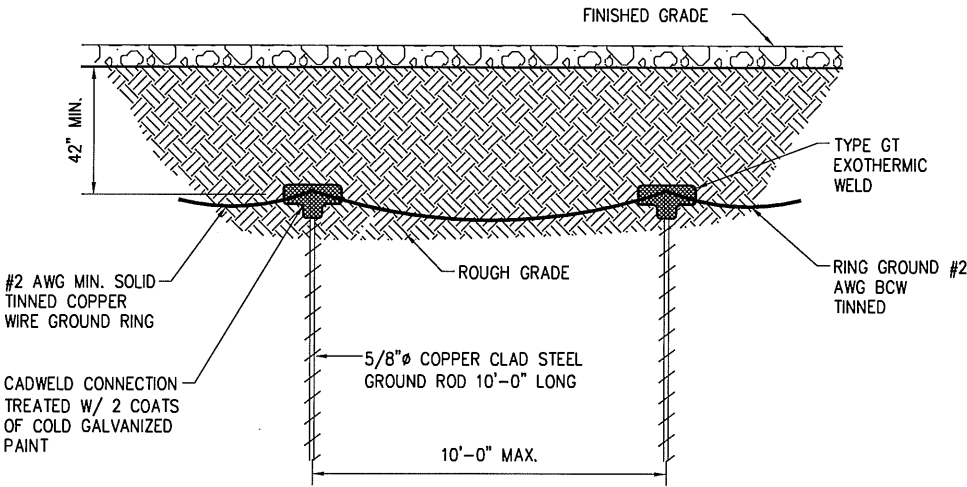
3 SCALE: 1/2" = 1'-0"



NOTE:
ISOLATORS TO BE USED ON GROUND BAR AT TOWER BASE ADJACENT TO ICE BRIDGE ONLY. GROUND BAR AT ANTENNA ELEVATION TO BE ATTACHED DIRECTLY TO TOWER STEEL.

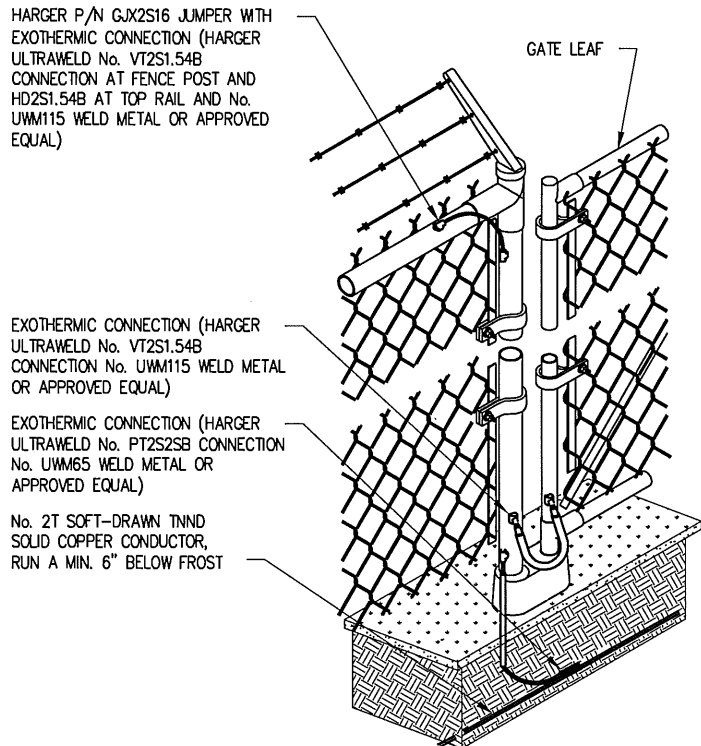
Ground Bar Installation

2 SCALE: 3" = 1'-0"



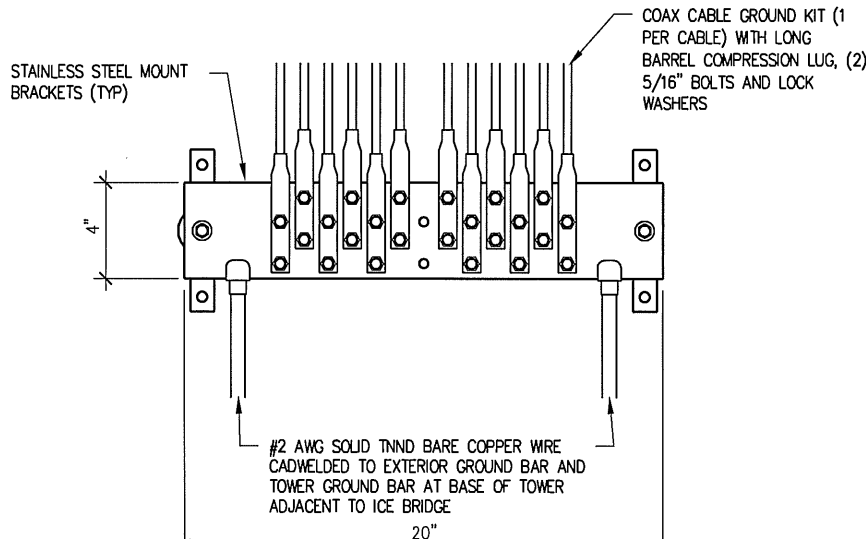
Grounding Rod Detail

1 SCALE: 1/4" = 1'-0"



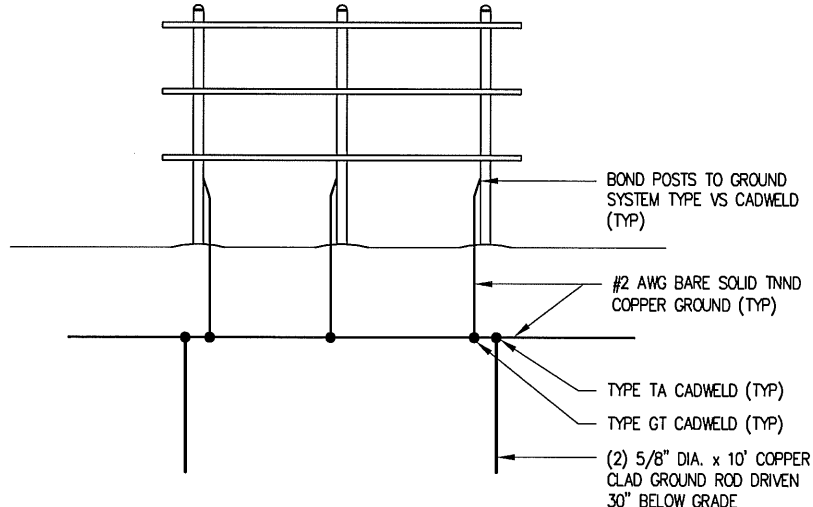
Fence and Gate Grounding

6 NO SCALE



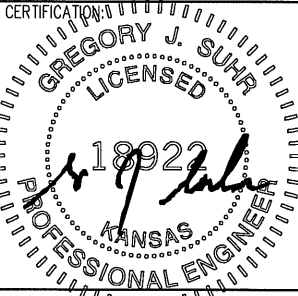
Tower Ground Bar (TGB)

5 SCALE: 1 1/2" = 1'-0"



H-Frame Grounding Detail

4 SCALE: 3/16" = 1'-0"



RELEASE	
DATE	
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08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV E

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME:

LAWC KASOLD CELL SITE

SITE ADDRESS:

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

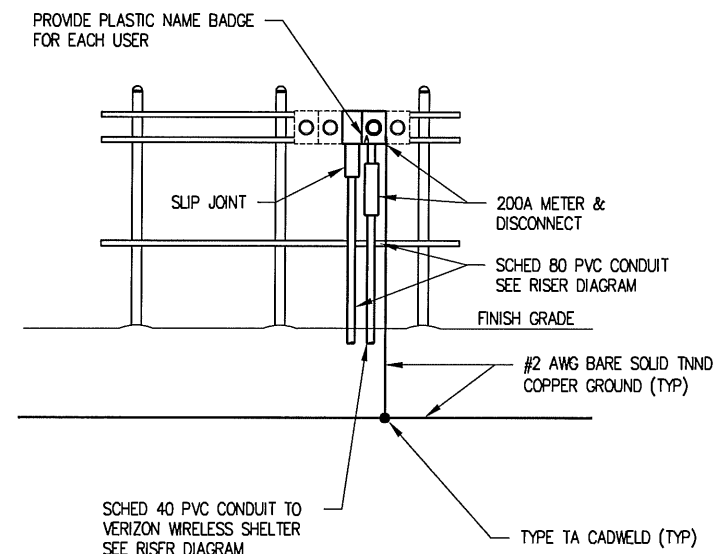
SHEET TITLE:

GROUNDING DETAILS

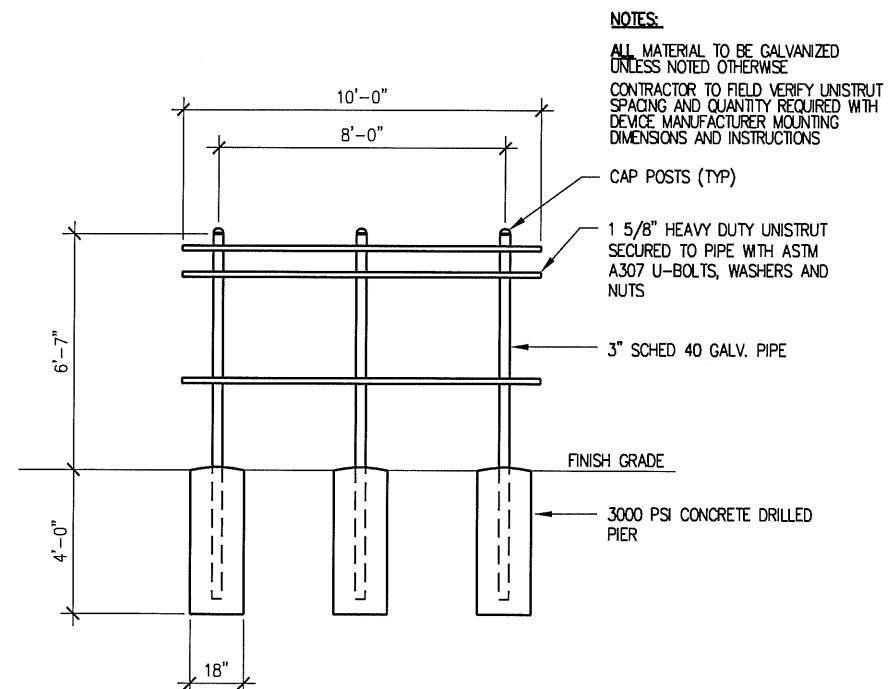
A&E PROJECT NO.:

001-1504

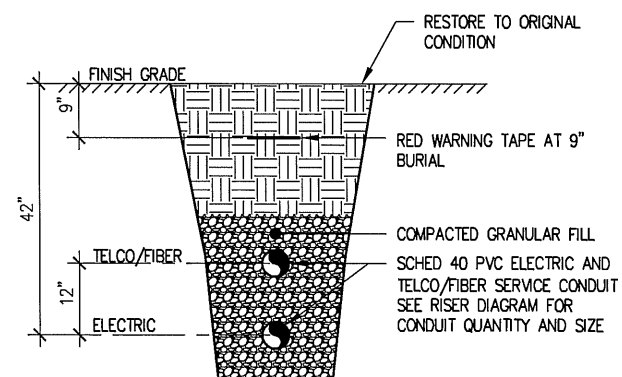
SHEET NO.:



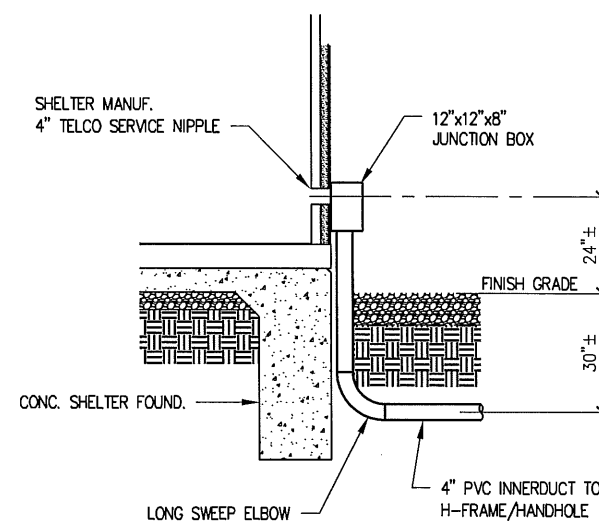
2 Utility H-Frame - Electrical
SCALE: 3/16" = 1'-0"



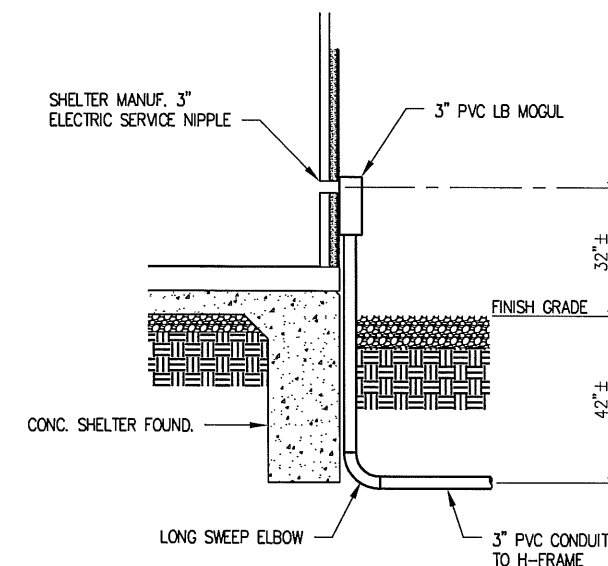
1 Utility H-Frame Unistrut
SCALE: 3/16" = 1'-0"



5 Buried Utility
SCALE: 3/8" = 1'-0"

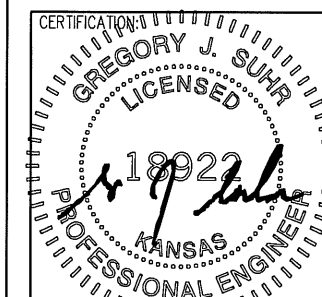


4 Fiber Service Entrance
SCALE: 1/4" = 1'-0"



3 Electric Service Entrance
SCALE: 1/4" = 1'-0"

NOTES:
ALL MATERIAL TO BE GALVANIZED UNLESS NOTED OTHERWISE.
CONTRACTOR TO FIELD VERIFY UNISTRUT SPACING AND QUANTITY REQUIRED WITH DEVICE MANUFACTURER MOUNTING DIMENSIONS AND INSTRUCTIONS.



RELEASE	
DATE	
05-05-14	CONSTRUCTION DWGS - REV A
07-27-14	CONSTRUCTION DWGS - REV B
08-11-14	CONSTRUCTION DWGS - REV C
01-30-15	CONSTRUCTION DWGS - REV D
02-25-15	CONSTRUCTION DWGS - REV E

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DRAWN BY: JLM
CHECKED BY: DJH

SITE NAME: _____

**LAWC KASOLD
CELL SITE**

SITE ADDRESS: _____

**1293 E 1200 ROAD
LAWRENCE, KS 66047**

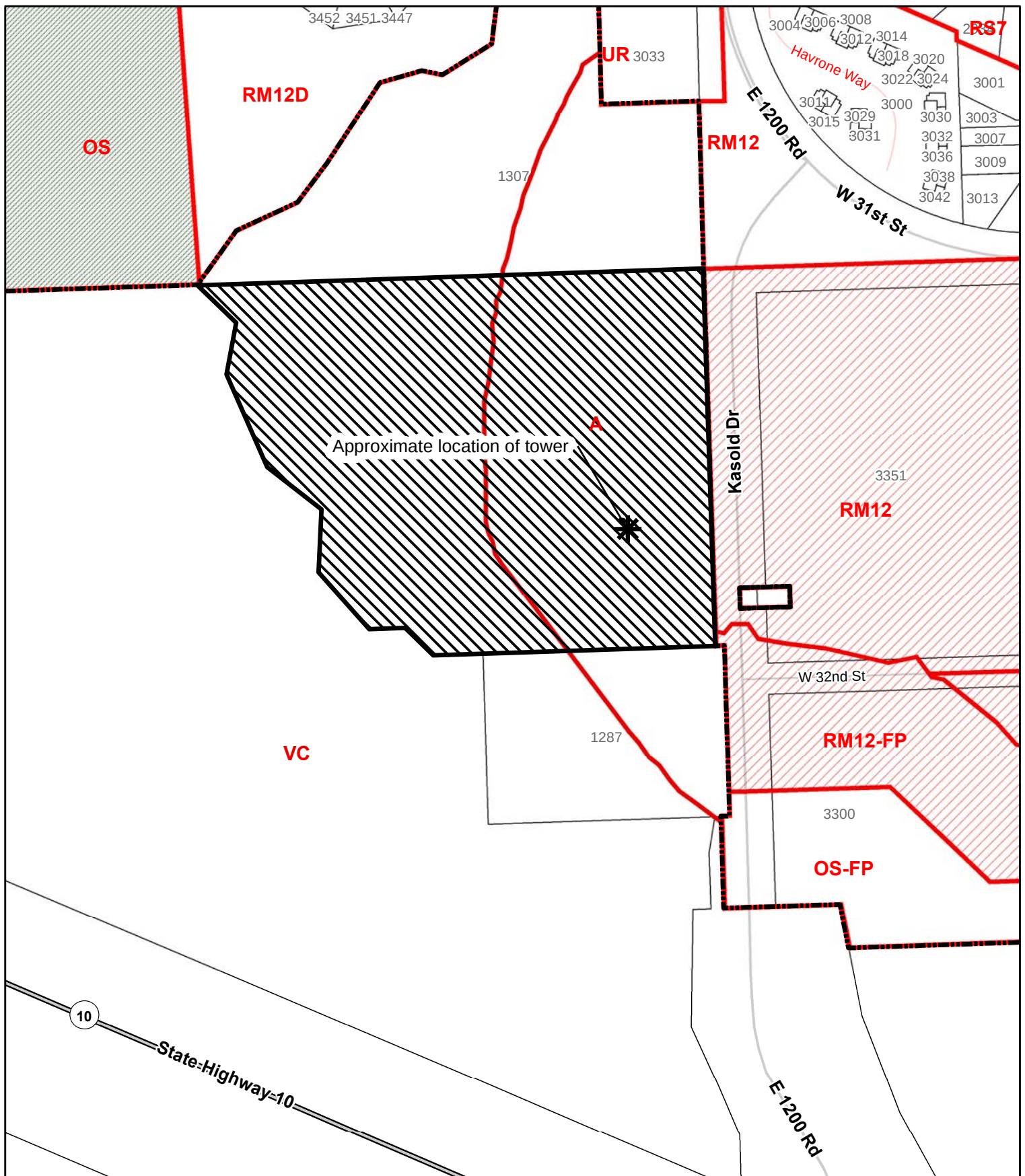
SHEET TITLE: _____

**RAISER DIAGRAM AND
H-FRAME DETAILS**

A&E PROJECT NO.: _____

001-1504

SHEET NO.: _____



CUP-16-00312: Conditional Use Permit for a New 190' Communication Tower for Verizon Wireless
Located North of Westar Substation at 1287 E 1200 Road



**ITEM NO. 5 CONDITIONAL USE PERMIT; VERIZON WIRELESS COMMUNICATION TOWER;
1287 E 1200 RD (SLD)**

CUP-16-00312: Consider a Conditional Use Permit for a new 199' Verizon Wireless communication tower, located north of the Westar Substation at 1287 E 1200 Rd. Submitted by PAMCORP LLC, for Verizon Wireless LLC on behalf of The Kansas District of the Wesleyan Church Inc, property owner of record.

STAFF PRESENTATION

Ms. Sandra Day presented the item.

APPLICANT PRESENTATION

Mr. Scott Goble, PAMCORP LLC on behalf of Verizon Wireless LLC, was present for questioning.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner Carpenter asked what the maximum height regulations were.

Ms. Day said the county did not have a maximum height. She said new towers usually try to be less than 200' for lighting requirements.

Mr. Goble said less than 200' meant there would not be a light on it which would be more desirable to the community.

Commissioner Kelly inquired about the reduced screening to street trees.

Ms. Day said landscaping at an unmanned site without a water tap would likely die. She said the Parks & Recreation department suggested street trees instead of landscaping that would require more maintenance.

ACTION TAKEN

Motioned by Commissioner Butler, seconded by Commissioner von Achen, to approve the Conditional Use Permit for a communication tower located at 1287 E 1200 Road and forwarding it to the County Commission with a recommendation of approval based on the findings of fact in the body of the staff report.

Motion carried 8-0-1, with Commissioner Willey abstaining. Commissioner Sands was not present for the vote.



Department: City Manager's Office

Commission Meeting Date: Sept. 20, 2016

Staff Contact: Diane Stoddard, Assistant City Manager

Recommendations/Options/Action Requested:

Authorize staff to finalize and the Mayor and City Clerk to execute an amendment to the interlocal agreement with Douglas County and the Economic Development Corporation of Lawrence and Douglas County and first reading of Ordinance 9294 and Ordinance 9295 waiving the special assessments on five county-owned tracts in East Hills Business Park and indefinitely deferring the special assessments on the remaining three county-owned lots. Approve first reading of Ordinance 9293, which supersedes Ordinance 8258 to enable indefinite deferral of special assessments in this case.

The City is in receipt of a **request** from Douglas County requesting that the City release the County and Douglas County Development, Inc. (DCDI) from its obligations under an interlocal agreement which determined how certain infrastructure costs associated with East Hills Business Park would be handled. The applicable agreement dates back to June 1989 and was subsequently amended in November 1991, and again extended in 2008.

The interlocal agreement provides for the following:

- The City would fund and finance 100% of the water improvements;
- The City would finance the street and sewer projects;
- The City would fund the costs associated with street improvements in excess of 27 feet in width;
- A benefit district would be established to fund the total remaining cost of the street and sewer infrastructure
 - o 95% of the benefit district costs were agreed to be deferred until such time the lots were sold or for a period of 20 years from the date of the consent to the levying of assessments (May 15, 2009). Upon reaching the 20 year mark, the agreement requires the assessments to be paid. As properties have sold within the Business Park, these costs have been captured by the City.
 - o 5% of the un-deferred costs have been paid by the County and DCDI annually.

Executive Summary:

City records show eight tracts within the East Hills Business Park Benefit district that are still owned by the County. While the bonds that originally financed the street and sewer projects have been paid in full, the assessments on these lots were deferred and have not been paid. The estimated value of the outstanding deferred assessments associated with these properties is approximately \$415,000.36. This amount includes accrued interest during the time that the bonds were outstanding. The **attached map** delineates these properties.

It is important to note some background regarding the County's role in the East Hills Business Park. The County originally purchased all of the land that is now the Park as part of the original partnership. As the owner of these lots, the County has paid property taxes on the lots.

It is important to note that five of these eight tracts will never be developed. Lots

A and B of Block 1 serve as the storm drainage detention for the entire East Hills Business Park. It would not be prudent to allow development on these lots. Lots G, H, and I of Block 3 all have significant development challenges due to irregular shape and/or being landlocked. Staff recommends that the special assessments on these five lots, which total \$259,165.32, be waived entirely. Staff further recommends that the outstanding East Hills special assessments on the remaining lots, in the amount of \$155,835.04, be deferred indefinitely until such time the lots are sold for development. This enables the special assessments to be paid or negotiated as needed with any new property owner.

Strategic Goal Area: Economic Development

**Fiscal Impact
(Amount/Source):**

The special assessments for East Hills Business Park have long since been fully paid off. If some of the special assessments are waived, that will have an impact on anticipated revenue. However, a number of the lots will never develop due to them serving as storm drainage for the park or due to irregular shape or being landlocked. Continued indefinite deferral of the other lots keeps them on the books when they are transferred to another party.

Attachments:

Request from Douglas County
Property Map
Draft 2016 Amendment to Interlocal Agreement
Ordinance 9294
Ordinance 9295
Ordinance 9293

Diane Stoddard

From: weinaug@douglas-county.com
Sent: Friday, August 26, 2016 4:58 PM
To: Tom Markus
Cc: Diane Stoddard; CountyCommission@douglas-county.com
Subject: East Hills assessments
Attachments: ehillsmap_outstanding_balance_Update2016 (3).pdf

Dear Tom:

The County hereby requests that the city waive the outstanding assessment liability of the county for the development of East Hill business park that were completed in the 1980's.

Please refer to the following link to the City's Website for historic foundation for this issue:
http://lawrenceks.org/assets/agendas/cc/2008/03-11-08h/ehbp_assessments_staff_memo.html. Based on the information contained in this link, the Lawrence City Commission first considered this issue when the County requested in 2008 that the remaining specials be waived. At that point the City Commission agreed to consider waiver of the remaining specials on a case-by-case basis. And in fact, pursuant to this agreement approved in 2008, the city commission has waived the specials on individual lots since that date. The previous City Manager had recommended this response as a means for the City to make sure that the county did not use the lots for anything other than what the park was intended to be used for. As your management auditor has pointed out, this agreement has since expired.

The total amount due at this point is \$415,000.36. A map is attached that shows the lots that have remaining specials. The second biggest assessment is against a lot that serves as a detention pond that was put in after the park had been in operation for several years to meet new requirements of the City for storm water retention. This lot obviously will never be sold. Two or three of the other outstanding special assessments are against lots that will be challenging to develop because of the topography of the lots.

The original intention of the partnership agreement was that the County would purchase the land, and resell it to get their investment back, the chamber would pay the taxes and get their investment back when the lots were sold, and the city would provide the infrastructure, and get their investment back through the special assessments when the lots were sold. Because the competition for new business escalated in the 90's making it necessary to offer free land to be competitive, things did not work out as intended. Following the requirements of the agreement literally would put all of the costs on the county, even though that was not the intention of anyone at the time that the agreement was approved.

The County therefore requests that the remaining assessments be waived.

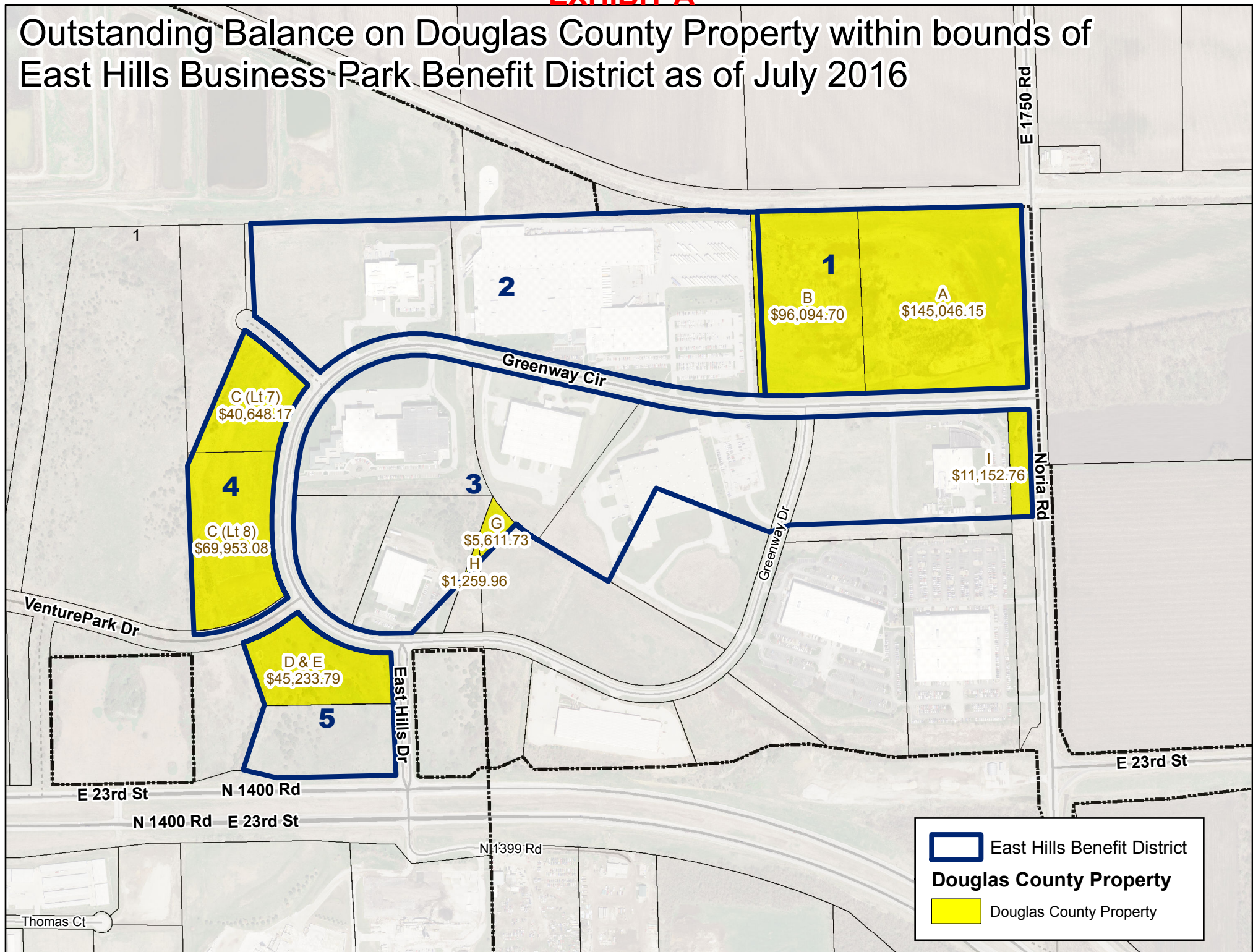
As an alternative, we would be willing to extend the 2008 agreement.

Craig Weinaug
County Administrator

This_email_has_been_scanned_by_the_MessageLabs_Email_Security_System.

EXHIBIT A

Outstanding Balance on Douglas County Property within bounds of East Hills Business Park Benefit District as of July 2016



**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
AND GUARANTEE AND REIMBURSEMENT AGREEMENT AT
EAST HILLS BUSINESS PARK**

This Third Amendment to Interlocal Agreement and Guarantee and Reimbursement Agreement (this “**Third Amendment**”), is made and entered into as of _____, 2016, among the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS; the ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE AND DOUGLAS COUNTY (“EDC”) AND DOUGLAS COUNTY (“the County”), a Kansas not-for-profit corporation (formerly known as DOUGLAS COUNTY DEVELOPMENT, INC.); and the CITY OF LAWRENCE, KANSAS (“City”), a municipal corporation.

RECITALS

WHEREAS, on June 16, 1989, the parties entered into an agreement titled “Interlocal Agreement and Guarantee and Reimbursement Agreement” concerning the financing and improvement of the property comprising East Hills Business Park in Douglas County, Kansas, which agreement was amended for the first time on November 5, 1991 and amended for the second time on April 2, 2008 (the agreement as amended is hereinafter the “**Interlocal Agreement**”); and

WHEREAS, pursuant to City Resolution No. 5328, as further provided in Article III, Paragraph A.3 of the Interlocal Agreement, the City has formed the East Hills Business Park Improvement District, has made infrastructure improvements to the land within said District, and has levied Assessments against all lots and pieces of land within said District to recoup the cost of the City’s expenditures; and

WHEREAS, pursuant to City Ordinance No. 6009 and City Ordinance No. 6010 (the “**Ordinances**”), as further provided in Article III, Paragraph A.4 of the Interlocal Agreement, the City has deferred collection of Assessments levied against lots and pieces of land within the East Hills Business Park Improvement District until the earlier of (i) 20 years, or (ii) until such time as any property liable for the Assessments is transferred in the manner described in Article III, Paragraph A.5 or in the manner described in Article IV, Paragraph C.1 (as amended by the First and Second Amendments) of the Interlocal Agreement; and

WHEREAS, by Second Amendment to Interlocal Agreement dated April 2, 2008 (the “**Second Amendment**”), the parties extended the 20 year deferral period provided for in the Interlocal Agreement an additional 5 years; and

WHEREAS, the deferral period, as extended by the Second Amendment, expired in May 2014, and the parties acknowledge that all of the land within the East Hills Business Park Improvement District was not transferred to third parties before such date; and

WHEREAS, the City has paid all debt incurred on the infrastructure improvements made to the East Hills Business Park and the parties agree it to be in the best interests of the public, and the best interests of East Hills Business Park, for the City to further defer collection of the Assessments; and

WHEREAS, pursuant to Ordinance No. 9293, the City may defer by ordinance certain Assessments levied against lots and parcels of land owned by the Board of County

Commissioners of Douglas County for an indefinite period and shall not be required in any such ordinance to state the period of the deferral granted.

TERMS OF THIRD AMENDMENT

NOW, THEREFORE, in mutual consideration of the terms and conditions hereinafter set forth and those contained in the Interlocal Agreement, it is hereby agreed as follows:

1. The Recitals set forth above are a part of this Third Amendment.
2. Capitalized terms not otherwise defined in this Third Amendment shall have the same meaning as set forth in the Interlocal Agreement.
3. Provisions contained in the Interlocal Agreement and the Ordinances setting 20 years as the maximum term for deferral of the collection of Assessments, as extended an additional 5 years by the Second Amendment, are hereby amended to extend the maximum term for deferral indefinitely; provided, however, that the delayed portion of the Assessments shall remain due and payable upon the earlier sale or transfer of any particular parcel, lot, or piece of property to a third party, as provided in the Interlocal Agreement.
4. Article III, Paragraphs A. 4 and 11 are amended to reflect the indefinite deferral of the Assessments, as set forth in Section 3 of this Third Amendment.
5. The last sentence of Article IV, Paragraph C.1 (as amended by the First Amendment and the Second Amendment), is amended to reflect the indefinite maximum term for deferral, as set forth in Section 3 of this Third Amendment, such that the delayed portion of the Assessments shall not become due and owing until the earlier sale or transfer of any particular parcel, lot, or piece of property to a third party, as provided in the Interlocal Agreement.
6. Article VII, Paragraph A is amended so the expiration of the term of the Interlocal Agreement reflects the indefinite maximum term for deferral of Assessments, as set forth in Section 3 of this Third Amendment, such that the Interlocal Agreement terminates upon the earlier sale or transfer of the last parcel, lot, or piece of property to a third party and payment or waiver of all Assessments.
7. In recognition of the limited development potential on certain lots, the City agrees to release the County, EDC, and the real property described as Lots A and B of Block 1, and those portions identified as G, H, and I of Block 3 on Exhibit A of this Third Amendment which is incorporated herein by reference from any remaining outstanding Assessments under the Interlocal Agreement.
8. Nothing in this Third Amendment shall prevent the parties from further amending the Interlocal Agreement mutually acceptable terms and conditions.
9. The City agrees to adopt an ordinance amending the Ordinances to extend the maximum term for deferral of the Assessments indefinitely, and to waive in full the outstanding Assessments on lots set forth in Paragraph 7 of this Third Amendment, consistent with this Third Amendment.

10. The parties shall execute this Third Amendment and submit it to the Attorney General of the State of Kansas for his approval. Thereafter, the parties shall file one duplicate original of this Third Amendment with the Register of Deeds of Douglas County, Kansas, and thereafter, with the Secretary of State, all in accordance with K.S.A. 12-2904 and 12-2905, and amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment effective as of the year and date first stated above.

ECONOMIC DEVELOPMENT CORPORATION
OF LAWRENCE AND DOUGLAS COUNTY

By: _____
Cindy Yulich, Chair

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

By: _____
Mike Gaughan, Chair

ATTEST:

Jameson D. Shew, County Clerk

CITY OF LAWRENCE, KANSAS

By: _____
Mike Amyx, Mayor

ATTEST:

Sherri Riedemann, City Clerk

ATTORNEY GENERAL'S APPROVAL

The foregoing Third Amendment is approved on _____, 2016, by the Attorney General for the State of Kansas.

Derek Schmidt, Kansas Attorney General



City of Lawrence

CITY MANAGER'S OFFICE

THOMAS M. MARKUS
CITY MANAGER

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

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

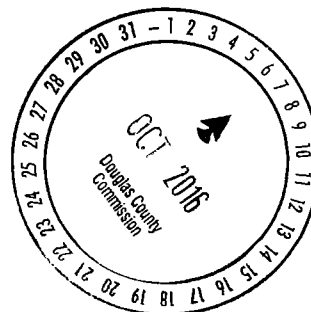
CITY COMMISSION

MAYOR
MIKE AMYX

COMMISSIONERS
LESLIE SODEN
STUART BOLEY
MATTHEW J. HERBERT
LISA LARSEN

October 4, 2016

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



Re: Proposed Cost-sharing for Reconstruction of Fire Station No. 1

Dear Craig:

This letter memorializes our recent discussions related to sharing the costs of the City's reconstruction project of Fire Station No. 1, located at 746 Kentucky Street in Lawrence (the "Reconstruction Project"). If the cost-sharing terms set forth in this letter are acceptable to our respective governing bodies, then City staff will prepare a written agreement consistent with the agreed upon terms.

1. The total estimated cost of the Reconstruction Project is \$6,378,154.00. The City presently intends to issue general obligation bonds to fund a portion of the costs of the Reconstruction Project. Douglas County agrees to reimburse the City a portion of the actual cost of the Reconstruction Project, plus the interest and costs of issuance related to the general obligation bonds issued by the City to finance the project as set forth herein.
 - A. Lawrence Douglas County Fire Medical Dept. Improvements. The County will pay 25.64% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Lawrence Douglas County Fire and Medical Department ("LDCFM Portion"). Current estimates show that the total cost of the LDCFM Portion is anticipated to be approximately \$3,857,978.58. Accordingly, the County's share of the total cost for the LDCFM Portion is estimated to be \$978,185.71, plus interest and costs of issuance. The City's share of the total cost for the LDCFM Portion is estimated to be \$2,868,792.87, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.
 - B. Douglas County Senior Services, Inc. The County will pay 32% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Douglas County Senior Services, Inc. ("DCSS Portion") pursuant to an agreement between the



City and DCSS dated November 7, 2012. Current estimates show that the total cost of the DCSS Portion is \$2,520,175.42. Accordingly, the County's share of the total cost for the DCSS Portion is estimated to be \$806,456.13, plus interest and the costs of issuance. The City's share of the cost for the DCSS Portion is estimated to be \$1,713,719.29, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.

- C. Actual Costs and Interest Calculation. Once the City has completed the Reconstruction Project and received and verified all invoices for the same, the City shall provide a written summary of the actual costs of the Reconstruction Project to the County Administrator. The County shall be responsible for payment of its share of the actual costs of the Reconstruction Project as agreed upon by the parties. The City shall make available to the County upon reasonable notice its books and records, including all invoices, related to the Reconstruction Project and the City's bonds issued to finance the Reconstruction Project. The County agrees to pay its share of the interest, with the rate of interest equal to the interest rate assessed to the City on the general obligation bonds issued for the Reconstruction Project. As soon as practicable after issuance of the City bonds, the City shall provide the County with a debt service schedule.
2. The County agrees to pay to the City on or before December 31, 2016, the sum of \$520,000 to be applied by the City to the County's portion of the actual total costs of the Reconstruction Project.
 3. The County agrees to pay the remaining balance of the County's portion of the actual total cost of the Reconstruction Project in consecutive, annual installments of at least \$100,000 until such time as the balance is paid in full. The County agrees to make the first such annual payment on a date in 2018 that is mutually agreed upon by the parties. The Cost Sharing Agreement shall set forth the date payments are due in the subsequent years. Payments received by the County will first be applied to accrued interest with the balance applied to the principal. The Cost Sharing Agreement for the Reconstruction Project shall acknowledge the City and County's obligations to comply with the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.*
 4. The County shall have the option to pay down its balance, including paying it in full, at any time, without penalty.

Temporary Relocation of Douglas County Senior Services, Inc.

We have also discussed the possibility of temporarily relocating DCSS to the County's building at 1242 Massachusetts Street during the Reconstruction Project. We propose the City and the County split equally the cost to make the building usable for DCSS. The City would agree to be responsible for the utilities while it is occupied by DCSS. We request the County make the space available to DCSS free of rent for the duration of the Reconstruction Project. If this arrangement is also acceptable to your Commission, please let me know and City staff can incorporate the terms into an agreement.

Craig Weinaug
October 4, 2016
Page 3 of 3

The reconstruction of the City's facility at 746 Kentucky Street will benefit the City and County greatly. The City appreciates the Board of County Commission's consideration of this cost-sharing plan for the project. If I have overlooked anything, please do not hesitate to contact me. If your governing body finds the above terms satisfactory, I request that you sign and date this letter in the space provided below, and return it to me at your earliest convenience. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas M. Markus", written over a large, loopy initial "T".

Thomas M. Markus
City Manager

The Board of County Commissioners of Douglas County approved the Proposed Cost-sharing for the City's reconstruction of Fire Station No. 1, and has authorized me to sign below.

Craig Weinaug, County Administrator

Date: _____



DOUGLAS COUNTY ADMINISTRATOR

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

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Employee Conceal Carry Personnel Policy

DATE: October 19, 2016

Attached are personnel policies concerning Douglas County employee's right to carry a concealed handgun or weapon.

Kansas House Bill 2502 amended existing legislation governing the carrying of a concealed handgun in public buildings, by removing the language that allowed a city or county to prohibit employees from carrying a concealed handgun while working unless they were in a public building that did not prohibit conceal carry.

Effective July 1, 2016, new language contained within K.S.A. 2015 Supp. 75-7c10, subsection (e) states: ***"No public employer shall restrict or otherwise prohibit by personnel policies any employee, who is legally qualified, from carrying a concealed handgun while engaged in the duties of such employee's employment outside of such employer's place of business, including while in means of conveyance."***

This change does not affect counties or cities that have previously obtained an exemption for public buildings from the "adequate security measures," which applies to Douglas County for a four-year term, effective January 1, 2014 through December 31, 2017.

While the County may still prohibit the open carry of firearms by employees, it can no longer prohibit an employee from carrying a concealed handgun while in a County-owned vehicle, nor can it prohibit an employee from having a handgun in their personal vehicle. Further, the County is not required to provide secure storage for an employee's handgun when it is not in the employee's possession.

The attached Employee Conceal Carry Personnel Policy is intended to clearly communicate to all employees what is and is not allowed related to the carrying of a concealed handgun. An appendix of County buildings that this policy applies to is also attached. The policies have been reviewed by County Counsel and shared with Department Heads. Staff will be at the County Commission meeting to answer questions.

Personnel Policy

Employee Concealed Carry

Applies to all Douglas County employees **except law enforcement officers commissioned by Douglas County**

Effective July 1, 2016

Approved by Craig Weinaug

A. Purpose

1. Employees covered by this policy are prohibited from carrying handguns at the County's place of business, including but not limited to the County buildings listed in Appendix A, which appendix is affixed hereto and is incorporated herein by reference.
2. The Kansas Personal and Family Protection Act of 2006, K.S. A. 75-7c01 *et. seq.*, allows employees, who are legally qualified to possess a handgun, to carry a concealed handgun while on duty away from the County's place of business.
3. The purpose of this policy is to establish requirements and expectations for all County employees electing to carry a concealed handgun while on duty when away from the County's place of business.
4. It is the overarching intent of the County and this policy to comply with State law while maintaining a safe and efficient operation for all employees and the public.

B. Applicability

1. This policy applies to all County employees, except that it shall not apply to law enforcement officers commissioned by the Douglas County, Kansas Sheriff's Office, and it shall not apply to any employee expressly authorized to carry a weapon as part of the employee's official job duties for the County.
2. This policy governs concealed carry under limited circumstances. The open carry of handguns or other weapons by employees continues to be prohibited under any circumstance.
3. **The carrying of a handgun is not within the course and scope of County employment and not a part of the employee's duties.**
4. Generally, any injury sustained by the use or carrying of a concealed handgun while on duty will not be considered arising out of and in the course of employment for the purposes of Kansas workers' compensation law or personal injury claim.
5. Any liability associated with the employee's decision to carry a concealed handgun will be of a personal nature to the employee and will not be defended or indemnified by the County since the carrying of a concealed handgun is outside the scope of County employment and not part of the employee's duties.
6. The County is not responsible for any damaged or stolen personal property, including handguns or gun lockers, of employees.

C. General Provisions

1. If he or she is legally qualified to do so, an employee may carry a concealed handgun when he or she is away from the County's place of business, subject to the provisions set out in this policy.
2. Employees are prohibited from carrying weapons, as that term is defined at Section O while on duty, except that employees may carry a concealed handgun in accordance with this policy.
3. The election of an employee to carry a concealed handgun must not interfere with the employee's ability to perform any duties, must not obstruct any required safety equipment and must not unreasonably delay an employee's deployment to an assignment or duty.
4. Employees are prohibited from cleaning a handgun or handling ammunition while on duty.
5. The employee must conceal his or her handgun in a secure manner on his or her person in a proper holster, with all safety features employed.
6. The employee must be truthful when asked by his or her supervisor whether he or she is carrying a concealed handgun.
7. The employee must abide by all Federal, State, and local laws, including those related to concealed carry, such as not entering any building - private or public – legally prohibiting concealed carry.

D. Concealment Required

1. An employee electing to carry a concealed handgun while on duty and away from the County's place of business may not openly carry the handgun or knowingly expose it in any way such that it is visible to others. That includes a prohibition against carrying a handgun such that "printing" is visible, including a bulge or outline of the handgun underneath the employee's clothing.
2. An employee may not leave a handgun in plain view or unattended.
3. An employee electing to carry a concealed handgun while on duty must carry the handgun on his or her person at all times and within his or her immediate control and possession. An employee may not leave a handgun in or on a desk or workstation, or in a purse, bag, lunchbox or other storage container left in a gun locker, office, or other place on County property, with the limited exception of leaving it in a County vehicle pursuant to Section F below.

E. County's Place of Business

Employees are prohibited from carrying firearms, whether open or concealed, at the County's place of business.

F. County Vehicles

1. If an employee leaves his or her handgun inside a County vehicle, the employee is solely responsible for providing a gun locker in which the employee's handgun may be safely stored while inside the County vehicle. Such gun locker, when left unattended, must also be out of plain view. The County is not responsible for providing such gun lockers for County vehicles for the employee's convenience or to enable compliance with this requirement.
2. Employees storing handguns inside a County vehicle must lock the County vehicle when leaving it unoccupied.

3. Employees storing handguns inside a County vehicle are permitted to do so only temporarily and are prohibited from leaving such handgun inside the County vehicle overnight or for an extended period of time.
4. If an employee leaves his or her handgun inside a County vehicle, and the vehicle is broken and entered into for theft of the handgun, the employee who left the handgun in the County vehicle generally may be responsible for the cost of property damage to the vehicle if such handgun was not properly stored in a gun locker and out of plain view, or was otherwise carried or used in violation of this policy.

G. Private Vehicles

1. Employees may store a handgun within their personal vehicle when it is parked on County property, provided it is stored outside of plain view and the vehicle is locked when the employee is not inside the vehicle.
2. The County is not responsible for any theft, damage or loss of a handgun, personal vehicle, or personal property.

H. Private Property

1. Employees who enter private property while on duty are required to comply with any restrictions established by the private property owner.
2. If a private property owner or other authorized person states or otherwise communicates that concealed carry is prohibited, the employee is prohibited from carrying a concealed handgun into the property and must securely store the handgun in either his or her personal vehicle or, if the employee uses a County vehicle in the course of his or her employment, a County vehicle, in compliance with Section F above.

I. Threatening Conduct Prohibited

1. Employees are prohibited from making any threats of violence or intimidating others.
2. Employees are prohibited from harassing others or otherwise creating a hostile, intimidating, or fearful work environment to a reasonable person.
3. Employees are prohibited from participating in violent or assaultive confrontations with other employees or members of the public, unless such confrontations are in lawful self-defense and not provoked by the employee.
4. Employees are prohibited from showing or making verbal reference to carrying a handgun or other weapon in a threatening manner, or brandishing or pointing a handgun or other weapon to others.

J. Notice to Supervisor

1. The employee must inform his or her supervisor that he or she is carrying a concealed handgun before reporting to work for his or her next scheduled shift or any extra duty work. Such notice must only be provided once to the supervisor, unless asked subsequently by the supervisor.
2. An employee who discharges or otherwise uses or displays a handgun while on duty must immediately report such use or display to his or her immediate supervisor.

K. Reporting a Policy Violation

1. Any employees who believes in good faith that an employee has violated this policy is required to report the matter, verbally or in writing, as soon as possible to his or her immediate supervisor or to the Assistant County Administrator, without regard to the chain of command.
2. A supervisor, upon receiving notice of an alleged violation of this policy, shall immediately notify the Department Director and the Assistant County Administrator so that guidance and assistance may be provided.
3. Retaliation against any employee for reporting a violation of this policy or participating in an investigation is strictly prohibited.
4. Employees shall cooperate in any personnel investigation conducted pursuant to this policy.

L. Police Investigation

In the event that a County employee discharges a firearm while on duty, or threatens a person with a handgun or other weapon while on duty, the Douglas County Sheriff's Office, or another law enforcement agency, shall investigate the incident. Such actions while on duty may result in criminal charges and / or disciplinary action, up to and including termination.

M. Sanctions

Violation of this policy by a County employee may result in disciplinary action, up to and including termination from employment.

N. Policy Supersedes the Personnel Policy Provisions Related to Firearms

It is the intention of this policy to replace any existing County Policy on Firearms.

O. Definitions

1. Concealed means out of sight and not visible to a reasonable person under normal circumstances. A handgun is not concealed if there is "printing," which occurs when the outline of a handgun can be discerned beneath a person's clothing.
2. County's Place of Business means any real property owned by the County, leased by the County, or lawfully occupied by the County, including but not limited to the County buildings listed in Appendix A and incorporated herein by reference.
3. County Vehicle means any County-owned or leased vehicle and equipment used for carrying out official County business or by an employee in the performance of assigned job duties.
4. Employee means any full-time regular, part-time regular, full-time temporary or part-time temporary worker who performs duties for or on behalf of the County and is on the County's payroll. Employee also includes interns and volunteers working at the direction of County staff, whether or not on the payroll. Employee as used herein does not include a law enforcement officer commissioned by the Douglas County Sheriff's Office, or any employee expressly authorized to carry a weapon as part of the employee's official job duties for the County.
5. Firearm means a weapon which will or is designed to expel a projectile by the action of an explosive. This includes, but is not limited to, a handgun, pistol, or revolver.
6. Gun locker means a secure, locked container.
7. Handgun means a firearm as defined herein.

8. Legally Qualified means a person who is of lawful age and is not otherwise prohibited by any Federal or State law from lawfully possessing a handgun.
9. Reasonable person means an individual who is generally fair, proper, just, moderate, and suitable under the circumstances.
10. Pocket knife means a folding knife with a blade of four inches or less, carried in a pocket or other concealed manner.
11. Weapon means a firearm, knife, or other dangerous object as described in K.S.A. 21-6301 and K.S.A. 21-6302, including a bludgeon, sand club, metal knuckles, throwing star, dagger, dirk, billy, blackjack, slungshot, slingshot, straight-edged razor, stiletto, sawed-off shotgun, automatic weapon, tear gas, or any other dangerous or deadly weapon or instrument of like character. The term weapon, as used herein, also includes a pellet or BB gun, or other similar device, but does not include the term pocket-knife.

APPENDIX A

County Courthouse

1100 Massachusetts St., Lawrence, KS 66044

Extension Office Building

2110 Harper Street, Lawrence, KS 66046

Fairgrounds Facilities – *including Building #21, Community Indoor Arena, Dreher Building, Meeting Hall, Open Pavilion*

2110 Harper Street, Lawrence, KS 66046

Judicial and Law Enforcement Center

111 East 11th Street, Lawrence, KS 66044

Public Works/Zoning and Codes

3755 East 25th Street, Lawrence, KS 66046

Sheriff - Corrections (County Jail)

3601 North 1360 Road, Lawrence, KS 66046

Sheriff - Operations

111 East 11th Street, Lawrence, KS 66044

Treasurer Satellite – Baldwin City

112 8th Street, Baldwin City, KS 66006

Treasurer Satellite – West Lawrence

3000 West 6th Street, Lawrence, KS 66049

Youth Services

330 Northeast Industrial Lane, Lawrence, KS 66044