

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 30, 2016

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of Cereal Malt Beverage License for Flamingo Enterprises (Clerk's Office);
- (c) Consider approval of Cereal Malt Beverage license for Clinton Submarina (Clerk's Office);
- (d) Consider approval of Cereal Malt Beverage license for Clinton Marina (Clerk's Office);
- (e) Consider approval of Lease Agreement Renewal and Addendum with Hillcrest Wrecker and Garage Inc. (Sarah Plinsky);
- (f) Consider approval of IP Pathways Service and Maintenance contracts for Douglas County Emergency Management (Randy Roberts);
- (g) Request for Initiation of Text Amendments to Section 20-319-4 of the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add a landfill use category as a Conditional Use and to establish standards for the use (Mary Miller);
- (h) Consider approval of a resolution adopting Text Amendment TA-16-00323, revising Section 12-319-4 of the *Zoning Regulations of the Unincorporated Territory of Douglas County, Kansas* to add Small Scale Industrial Uses to the list of Conditional Uses and to establish standards for the use. (*Approved by the Board of County Commissioners on November 9, 2016*) (Mary Miller);
- (i) Request for Initiation of Text Amendments to Section 20-319-4 of the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to revise 12-319-4.31 Radio, television, telecommunication, and microwave towers to update the definitions and standards in compliance with recent State legislation. (Mary Miller); and
- (j) Approve Site Plan, SP-16-00391, for Bracker Good Earth Clays, located at 1831 E 1450 Rd. (Mary Miller)

REGULAR AGENDA

- (2) Presentation of Douglas County Fairgrounds Master Plan for landscaping (Eileen Horn)
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- Board of Construction Codes Appeals (1) position 12/15**
- Planning Commission (1) position to fill unexpired term**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

THURSDAY, DECEMBER 1, 2016

-6:00 p.m. Dinner; 6:30 p.m. Meeting; Annual Joint Township Board Meeting at Public Works Facility, 3755 E 25th Street, Lawrence (Two of more Commissioners may attend)

WEDNESDAY, DECEMBER 7, 2016 (light or cancelled)

WEDNESDAY, DECEMBER 14, 2016

4 p.m.

-Receive recommendation from the Public Incentive Advisory Committee (PIRC) and consider County/School District participation in a 10 year, 75% Neighborhood Revitalization Area (NRA) for Vermont LLC for their mixed-use project at approximately 800-815 Vermont Street (Britt Crum-Cano)

CUP-16-00425: Consider a Conditional Use Permit for a motor home storage facility at Jellystone, located at 1473 Hwy 40. Submitted by Allen Belot, for Ralph E. and Kimberly K. Newell, property owners of record. Sandra Day is the Planner.

FRIDAY, DECEMBER 16, 2016

-3:00-5:00 p.m.(Tentative) Ribbon Cutting for Fairgrounds at Meeting Hall

WEDNESDAY, DECEMBER 21, 2016

-Bid openings for Consider awarding contract for Douglas County Project no. 2015-68, replacement of Bridge No. 00.64-05.50 (Keith Browning)

WEDNESDAY, DECEMBER 28, 2016

MONDAY, JANUARY 9, 2016

9:00 a.m. – Swearing in of elected County Commissioners

WEDNESDAY, JANUARY 18, 2017 – (Light or cancelled)

***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.*

RESOLUTION _____

WHEREAS, on the **30th of November, 2016** the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Flamingo Enterprises/The Bird of Lawrence** for a cereal malt beverage license came up for consideration by the above board and

WHEREAS, the Board does find that said **Flamingo Enterprises/The Bird of Lawrence** is qualified under the law to sell cereal malt beverages for consumption on the premises located: **1626 E 1550 Rd, Lawrence, KS**

WHEREAS, the Board further finds that due and legal notice has been given the Grant Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Grant Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Flamingo Enterprises/The Bird of Lawrence** granted a license to sell cereal malt beverages for consumption on the premises located: **1626 E 1550 Rd, Lawrence, KS**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2017 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: FLAMINGO ENTERPRISES/THE BIRD OF LAWRENCE

TO SELL CEREAL MALT BEVERAGES AT RETAIL FOR CONSUMPTION ON PREMISES

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

1626 E 1550 RD, LAWRENCE, KS Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

This License will expire 12:00 midnight December 31, 2017 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

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

This 30th Day of November 2016

(Seal)

Attest: _____
County Clerk

Chairman

RESOLUTION _____

WHEREAS, on the **30th day of December 2016**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Submarina** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Clinton Submarina** is qualified under the law to sell cereal malt beverages for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Clinton Submarina** granted a license to sell cereal malt beverage for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2017 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: CLINTON SUBMARINA

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**1329 E 800 Road, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County,
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the
board of County Commissioners.**

**This License will expire 12:00 midnight December 31, 2017 unless sooner revoked, is not transferable, nor will any
refund be allowed thereon.**

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

This 30th Day of November, 2016

(Seal)

**Attest: _____
County Clerk**

**_____
Chairman**

RESOLUTION _____

WHEREAS, on the **30th day of November, 2016**, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Clinton Marina** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Clinton Marina** is qualified under the law to sell cereal malt beverages not for consumption on the premises located **1329 E 800 Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the Clinton Township Board and that ten days has expired from the giving of said notice and that no written objection has been filed by the Clinton Township Board protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Clinton Marina** granted a license to sell cereal malt beverage not for consumption on the premises located at **1329 E 800 Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2017 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CLINTON MARINA**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises or for sale in original and unopened containers and not for consumption on premises)

**1329 E 800 Road, LAWRENCE, KS Application therefore on file in the office of the County Clerk of Douglas County,
having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the
board of County Commissioners.**

**This License will expire 12:00 midnight December 31, 2017 unless sooner revoked, is not transferable, nor will any
refund be allowed thereon.**

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

This 30th Day of November, 2016

(Seal)

Attest: _____
County Clerk

Chairman

LEASE AGREEMENT RENEWAL AND ADDENDUM

THIS LEASE AGREEMENT RENEWAL AND ADDENDUM (the "Agreement") is made this 21 day of November, 2016, by and between Douglas County, Kansas, by and through the Board of County Commissioners, as Landlord, and Hillcrest Wrecker and Garage, Inc., a Kansas Corporation, as Tenant, as follows:

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated November 30, 2011, which shall expire on December 31, 2016 (the "Lease Agreement"); and

WHEREAS, the parties intend by this Agreement to provide for the extension and renewal of the Lease Agreement on the terms and conditions originally stated, except as hereinafter expressly modified;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Lease Extension. The term of the Lease Agreement between the parties is extended from January 1, 2017 through November 15, 2021.

2. Base Rent for Extension Term. Section 3 of the Lease Agreement shall be deleted and replaced with the following:

Base Rent. During the period of November 15, 2016 through November 15, 2017, the annual rent shall be Thirty-One Thousand Two Hundred Dollars (\$31,200.00), payable monthly at the rate of Two Thousand Six Hundred Dollars (\$2,600.00). Thereafter, the annual rent shall be adjusted on each January 1 by a percentage which is equal to the percentage increase in the Consumer Price Index ("CPI") over the base index. The "base index" is that value published immediately prior to January 1, 2017. The CPI shall be the CPI-U, All Urban Consumers, U.S. City Average, All Items (1982/84=100) as published by the United States Department of Labor, Bureau Of Labor Statistics.

This rent shall be payable in addition to other amounts payable hereunder, without deduction or offset, on the first day of each and every month during the term of this lease. If not sooner paid, such rental shall be delinquent after the tenth day of each month. Rental for any partial months during the term of this Lease shall be prorated in accordance with the number of days in such month. The obligation of Tenant to pay rent is an independent covenant, it being understood that Tenant will pay rent during the term and any extended term without offset or deduction. All rent shall be paid to Douglas County, Attn: Accounts Receivable, 1100 Massachusetts, Lawrence, KS 66044, or such different address as Landlord may require in writing from time to time. In the event Tenant shall fail to pay rent and other charges before they become delinquent, Landlord may charge Tenant as liquidated damages for such delinquency in an amount equal to 5% of the amount of rent and/or other charges that are delinquent.

3. Termination. Section 16 of the Lease Agreement shall be deleted and replaced with the following: .

Either party shall have the right to terminate this Lease at any time upon twelve (12) months notice to the other party. Although not contractually required to provide a longer period of notice, the parties will work in good faith and endeavor to provide one another with longer advance notice if convenient to do so. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to the Landlord in as good condition as when Tenant takes possession, reasonable wear and tear, loss by fire, or other casualty excepted.

4. Ratification. Except as herein expressly provided, the terms and conditions of the original Lease Agreement dated November 30, 2011, between the parties are expressly ratified and reaffirmed and incorporated herein.

IN WITNESS WHEREOF, this Agreement has been made as of the date first above stated.

LANDLORD

Douglas County, Kansas
by and through the Board of County Commissioners

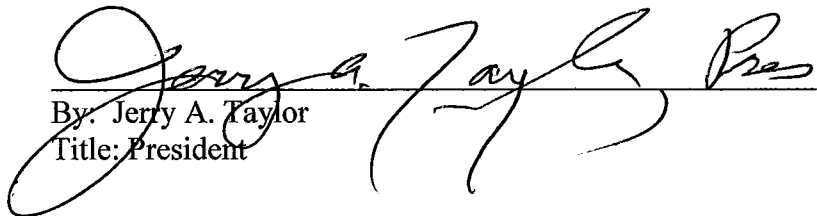
By: _____
Title: _____

Attest: _____

TENANT

Hillcrest Wrecker and Garage, Inc.
a Kansas Corporation

By: Jerry A. Taylor
Title: President

A large, stylized handwritten signature in black ink, appearing to read "Jerry A. Taylor", is written over a horizontal line. The signature is fluid and cursive, with a prominent "J" and "T".

111 East 11th Street, Unit 200
Lawrence, KS 66044
phone: (785) 832-5237
fax: (785) 330-2801



email: eccdept@douglas-county.com
website: www.douglas-county.com

RANDY L. ROBERTS
Director

MEMORANDUM

To: Board of County Commissioners

From: Randy L. Roberts, Director

Re: Consent Agenda Item to approve annual service and maintenance contracts for DGCO Emergency Communications.

Date: November 30, 2016

Re: Consent Agenda item waiving formal bidding process and authorize staff to access the State of Kansas, Western States Contract Alliance, and related MARC (Mid America Regional Council) contracts for the renewal of existing annual maintenance agreements and service contracts for the Communications Center.

IP Pathways	(Support Edge Premium, 3 year onsite service/maintenance- for Net App storage servers plus additional 3 months coverage to end of life for current software) (January 1, 2017 – March 31, 2020)	\$53,462.06
IP Pathways	(Spillman CAD Server, 5 year onsite service/maintenance) (January 1, 2017 – December 31, 2021)	\$25,100.70

The total for all contracts is \$78,562.76. All contracts are funded through the 911 Fee Fund and not obligated through the General Fund as an operating cost. The Support Edge Premium service is for 3 years and 3 months to cover the remaining life of the Net App before it is replaced by a new version. The Spillman Cad Server service is for 5 years, with renewable options at the end of the contract. The service agreements cover the 24/7 maintenance and upgrades for the Communication Centers software and network storage.

Action Required: Consent agenda authorization for Emergency Communications Director to approve IP Pathways Service and Maintenance agreements.

911 ADVISORY BOARD

SHERIFF KENNETH MCGOVERN
Douglas County
Chairman

CHIEF MARK BRADFORD
Lawrence Douglas County
Fire-Medical Services
Vice Chairman

CHIEF TARIK KHATIB
Lawrence Police Department

CHIEF RALPH OLIVER
Kansas University
Public Safety

CHIEF KEN KEITER
Eudora City Fire Department



Date: October 10, 2016
Expiration Date: December 16, 2016
Quote Number: 7193 v3
Payment Terms: 1%/10 Net 30

Prepared For

Douglas County Sheriff's Office
Jason Hodge
111 E 11TH ST Unit 200
Lawrence, KS 66044
jhodge@dgso.org

Ship To

Douglas County Sheriff's Office
Jason Hodge
111 E 11TH ST Unit 200
Lawrence, KS 66044

Prepared By

Jacob Augustine
3600 109th Street
Urbandale, IA 50322
p. 515-422-9316
f. 515.422.5544
JAugustine@ippathways.com

Description of Work Cisco Renewal - 5 Year Option

Notes Due to large volume increase during IP Pathway's End of Year, order processing will be delayed in the last two weeks of December. In order to ensure bookings by the end of the 2016 calendar year, orders must be submitted for processing no later than December 16th, 2016.

Cisco Renewal		Start Date	End Date	Qty	Price	Extended
CON-SNTP-SP6C220V	SMARTNET 24X7X4 Smart Play C220 M3 Server Serial Number(s): FCH1728V29Q, FCH1728V222, FCH1728V1V6, FCH1728V20R	01/01/2017	12/31/2021	4	\$1,934.40	\$7,737.60
CON-SNTP-UCS2232	SMARTNET 24X7X4 Nexus 2232PP w/16 FET (2 AC PS, 1 Serial Number(s): SSI17230HQ7, SSI17230KD6	01/01/2017	12/31/2021	2	\$1,957.65	\$3,915.30
CON-SNTP-FI6248UP	SMARTNET 24X7X4 UCS 6248UP 1RU Fabrc Intercnnc2 Serial Number(s): SSI171806JE, SSI171806SL	01/01/2017	12/31/2021	2	\$4,482.60	\$8,965.20
CON-SNTP-SPINFRAF	SMARTNET 24X7X4 UCS 6248 FI w/ 12p L Serial Number(s): SSI171806SM	01/01/2017	12/31/2021	1	\$4,482.60	\$4,482.60
Cisco Renewal Subtotal						\$25,100.70

Recap		Amount
Cisco Renewal		\$25,100.70
Total		\$25,100.70

Terms & Conditions:

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: _____ Date: _____



Service Description: SMARTnet Services

This document describes Cisco's SMARTnet Services.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern. All capitalized terms not defined in the Supplemental Glossary of Terms for SMARTnet Services at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.

Sale via Cisco Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/. All capitalized terms not defined in the Supplemental Glossary of Terms for SMARTnet Services at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

Cisco shall provide the SMARTnet Services described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

Part I - Technical Support – Cisco Responsibilities

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and troubleshooting issues and access to Cisco.com.
- Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).

Part II - Online Access – Cisco Responsibilities

- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.

Part III - Operating System Software – Cisco Responsibilities

- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make a Software patch available from the Cisco Software Central (www.cisco.com/go/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.
- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco Software Central. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

Part IV - RMA – Cisco Responsibilities

- Advance Replacement services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Advance Replacement to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2010). All other Advance Replacement will be shipped Delivered At Place (DAP) (Incoterms 2010), exclusive of any import duties, taxes and fees, where applicable. All Advance Replacement will be shipped using Cisco's preferred carrier, freight prepaid by Cisco. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage.

- Cisco shall use commercially reasonable efforts to provide Customer with Hardware replacement services under this Part IV that Customer has selected and detailed below and where available:

SMARTnet 24x7x2:

- Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

SMARTnet 24x7x4:

- Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

SMARTnet 8x5x4:

- Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.

SMARTnet 8x5xNext Business Day:

- Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.
- Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

SMARTnet 8x7xNext Calendar Day:

- Only available on China Price List.
- Where SMARTnet 8x7xNext Calendar Day is available, an Advance Replacement will ship to arrive the next calendar day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next calendar day.
- Where SMARTnet 8x7xNext Calendar Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will

ship from the serving depot location that same calendar day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following calendar day.

SMARTnet Non-RMA:

- In the event Customer elects to purchase this Service, Cisco will provide only technical support via TAC, access to Cisco.com and Software support for the Product and no Hardware replacement or onsite service will be performed.

SMARTnet Onsite 24x7x2:

- Two Hour Response for Remedial Hardware Maintenance, twenty-four (24) hours per day, seven (7) days per week, including Cisco observed holidays.

SMARTnet Onsite 24x7x4:

- Four Hour Response for Remedial Hardware Maintenance twenty-four (24) hours per day, seven (7) days per week including Cisco observed holidays.

SMARTnet Onsite 8x5x4:

- Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.

SMARTnet Onsite 8x5xNext Business Day:

- Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that onsite Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts

SMARTnet Spares Onsite:

- This service provides a Hardware spare delivered in advance to Customer's location for storage until used. This service is provided on a Next Business Day basis subject to product availability. Spares are shipped the same business day provided the request is made prior to 3:00 p.m. Depot Time. This service is not available in all regions.

SMARTnet Return for Repair:

- RFR services whereby Customer returns failed Hardware to Cisco for repair. Cisco will provide the following service as selected and purchased by the Customer: Not applicable for all Cisco Products.
- **Repair.** Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply if Cisco determines the failed Hardware is beyond economic repair or no problem is found.
- Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.
- On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.

SMARTnet for UCS:

- Cisco's Unified Computing Systems ("UCS") products. Cisco TAC will work with Customers to diagnose problems or issues related to Product use and Third Party UCS Software integration questions. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, in the event a product which is not included in the UCS Hardware and Software Interoperability Matrix on Cisco.com has been installed, Cisco may at its sole discretion, if it believes this component is the cause of the issue, request Customer to remove such component and replace it with a component which is included in the UCS Hardware and Software Interoperability Matrix prior to further troubleshooting. During the course of troubleshooting, if Cisco determines the problem resides with the Third Party UCS Product, then, upon request, Cisco will assist Customer in opening a case with Third Party UCS Supplier, subject to any support agreement in place between Customer and Third Party UCS Supplier.
- To the extent it can, Cisco will assist Third Party UCS Supplier in its response and resolution of the Customer's case. If Customer elects to open a case directly with Third Party UCS Supplier, upon request, Cisco will provide relevant case information to Third Party UCS Supplier.

SMARTnet for UCS HW Only:

- For UCS products only and includes Onsite service levels only.
- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with RMA determination for purposes of Hardware replacement. Cisco will respond no later than next Business Day for any calls received. Cisco will work with Customer to diagnose problems or issues related to Product use. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, and in the event a product which is not included in the UCS Hardware and Software Interoperability Matrix located on Cisco.com has been installed, Cisco may at its sole discretion, if it believes this component is the cause of the issue, request Customer to remove such component and replace it with a component which is included in the UCS Hardware and Software Interoperability Matrix prior to further troubleshooting.

SMARTnet for UCS - Drive Retention Service

- In the event Customer purchases this service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a UCS Drive, Cisco authorizes Customer to retain the defective drive provided that the Customer completes and returns to Cisco a Certificate of Destruction.

SMARTnet Local Language Technical Support

- Where available, and subject to an additional fee, local language support for calls on all assigned severity levels may be available for specific product(s).

SMARTnet for Post LDoS Products

- Provision of Services described herein is subject to approval by Cisco of Customer's request for extended support and such approval is conditioned upon Product type and configuration.
- Last Day of Support (LDoS) represents the date when Customers will no longer receive service and support for the Product. Applicable dates are identified in [End of Life bulletins](#).
- After this date, all support services for the Product are unavailable unless technical services for Post LDoS described in this document have been purchased.
- Cisco will provide only Hardware Replacement defined as network services impacting problems that have been identified by the Customer to Cisco TAC and subsequently qualified via Cisco's normal evaluation process. Hardware Replacement will be provided according to the following terms and conditions: 1) Cisco TAC will use commercially

reasonable efforts to work with the Customer to determine the locality of impact and to find a workaround for the problem. 2) If an alternative workaround is not possible during the term of support, then Cisco will make commercially reasonable efforts to provide a solution to remedy the problem. 3) If despite commercially reasonable efforts Cisco is unable to provide a Hardware Replacement, it may be necessary for the Customer to remove or upgrade the impacted Hardware to correct the problem.

- Cisco will provide only Critical Software Support defined as network services impacting bugs that have been identified by the Customer to Cisco TAC and subsequently qualified via Cisco's normal evaluation process. If despite commercially reasonable efforts to address the Critical Software Support, Cisco is unable to provide a Software based solution, it may be necessary for the Customer to remove or upgrade the impacted Software based systems to correct the problem.

Part V - Customer Responsibilities

The provision of the SMARTnet Service by Cisco assumes that Customer will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days' Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.
- Defective parts must be returned within ten (10) calendar days of the ship date of the replacement part(s). For defective parts that have not been returned within thirty (30) calendar days after shipment of the replacement parts, Cisco reserves the right to charge liquidated damages equivalent to the full list price of the parts not returned in accordance with Cisco's return materials authorization (RMA) procedure located at www.cisco.com.
- Customer is responsible for proper packaging of the returned parts and must include a description of the failure and the written specifications of any changes or alterations made.
- Packages for replacement in accordance with this subsection shall be shipped by customer Delivered at Place (DAP) (Incoterms 2010), including any applicable import duties, taxes and fees; however, customers under a current service maintenance contract for the replacement hardware or participating in Cisco's Trade In program may be able to schedule a pickup of authorized returns at no additional charge using Cisco's Product Online Web Returns (POWR) tool located at www.cisco.com.
- Defective parts that cannot be returned due to data security and are not covered under a UCS Drive Retention Service contract (as defined in Part IV of this document) may be eligible for destruction. Customer must receive prior written approval from Cisco using the authorized Asset Destruction Approval request form and agree to financial implications of destruction in accordance with Cisco's Statement of Policy Regarding the Removal of Data on Cisco Equipment located at: www.cisco.com/en/US/prod/policy_regarding_the_removal_of_data_on_cisco_equipment.pdf.
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA

issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.

- Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

Where Customer has purchased the Services detailed under Part IV - Drive Retention Service:

- Destroy the defective UCS Drive at Customer's risk and expense and not return the defective drive to Cisco
- Provide Cisco with a Certificate of Destruction within thirty (30) days of receipt of the replacement Product; otherwise the replacement Product will be charged at the current List Price

Part VI - Supplemental Glossary of Terms

- **Certificate of Destruction** means the document, located at http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Drive_Retention_CoD.pdf, which shall be signed by an authorized representative of the Customer, certifying that UCS Drive has been destroyed.
- **Independent Software Vendor** means a supplier of Third Party Software.
- **Third Party UCS Product** means non-Cisco hardware or software Customer has acquired directly from Third Party UCS Supplier that is used within the Unified Computing solution.
- **Third Party UCS Software** means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.
- **Third Party UCS Supplier** means a provider of Third Party UCS Product to Customer.
- **UCS Drive** means a disk drive from the Cisco Unified Computing System B series or UCS C series only.



Date: November 22, 2016
Expiration Date: December 16, 2016
Quote Number: 7192 v4
Payment Terms: 1%/10 Net 30

Prepared For

Douglas County Sheriff's Office
Jason Hodge
111 E 11TH ST Unit 200
Lawrence, KS 66044
jhodge@dgso.org

Ship To

Douglas County Sheriff's Office
Jason Hodge
111 E 11TH ST Unit 200
Lawrence, KS 66044

Prepared By

Jacob Augustine
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JAugustine@ippathways.com

Description of Work NetApp Renewal - Through EOSL

Notes Due to large volume increase during IP Pathway's End of Year, order processing will be delayed in the last two weeks of December. In order to ensure bookings by the end of the 2016 calendar year, orders must be submitted for processing no later than December 16th, 2016.

A NetApp reinstatement fee will be applied if not renewed by the expiration date of product support.

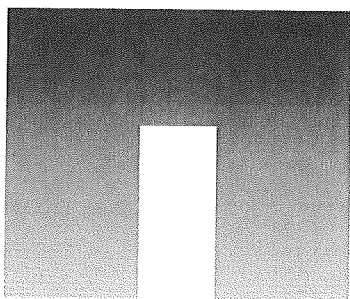
NetApp Renewal		Start Date	End Date	Qty	Price	Extended
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2220A, Post Warranty [Cat: W] Serial Number(s): 600000343236, 600000343248	01/01/2017	12/31/2019	2	\$3,959.73	\$7,919.46
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2220A, Post Warranty [Cat: W] Serial Number(s): 600000343236, 600000343248	01/01/2020	03/31/2020	2	\$329.97	\$659.94
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2240A-4, Post Warranty [Cat: W] Serial Number(s): 700002040127, 700002040139	01/01/2017	12/31/2019	2	\$9,167.38	\$18,334.76
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2240A-4, Post Warranty [Cat: W] Serial Number(s): 700002040127, 700002040139	01/01/2020	03/31/2020	2	\$763.96	\$1,527.92
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2240A-4, Post Warranty [Cat: W] Serial Number(s): 700002040581, 700002040593	01/01/2017	12/31/2019	2	\$11,547.69	\$23,095.38
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2240A-4, Post Warranty [Cat: W] Serial Number(s): 700002040581, 700002040593	01/01/2020	03/31/2020	2	\$962.30	\$1,924.60
NetApp Renewal Subtotal						\$53,462.06

Recap		Amount
NetApp Renewal		\$53,462.06
Total		\$53,462.06

Terms & Conditions:

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: _____ Date: _____



SERVICE DESCRIPTION

SupportEdge Premium

SupportEdge Premium is available for purchase on the following NetApp¹ products:

- NetApp hardware
 - During the original hardware warranty period
 - Upon expiration of the original hardware warranty period, with the purchase of Extended Warranty Hardware Support
- Eligible NetApp software (including related firmware and operating system, if applicable)

The following chart lists the support features of SupportEdge Premium provided under NetApp's Support Services terms.¹

SUPPORT PRODUCT FEATURE	DESCRIPTION	ENTITLEMENT DETAILS FOR SUPPORTEDGE PREMIUM
System Installation	See the "System Installation" datasheet for details and deliverables.	Optional with initial purchase of system. ²
Target Response Objective for Remote Technical Support	The NetApp Technical Support Center provides a response by remote means.	Initial technical response objective from time of customer contact, based on priority level and availability of local language support: ³ • Priority 1: 30 minutes; on a 24/7 basis • Priority 2: 2 hours; on a 24/7 basis • Priority 3: 8 hours; on a 24/7 basis • Priority 4: 24 hours; on a 24/7 basis

1. The services and offerings described herein are subject to and limited and governed by the NetApp, Inc. Support Services terms that are available at www.netapp.com/us/how-to-buy/stc.html ("NetApp Support Services terms"). The NetApp Support Services terms are subject to revision or modification on a prospective basis at NetApp's sole discretion without notification to customer.
2. Installation is included for most NetApp products. If the customer purchases SupportEdge Premium from an authorized NetApp reseller, the reseller may choose to replace system installation with its own installation service. If the customer chooses to perform its own installation, the price of SupportEdge Premium will reflect the fact that this feature is not included.
3. The priority levels are defined as follows. All hardware cases will be evaluated for immediate work independent of priority. P3 and P4 software cases will receive a response and worked to resolution during NetApp regional business hours. Outside NetApp regional business hours, the response objective may be delayed for P3 and P4 software cases. NetApp regional business hours are typically 9 a.m. to 5 p.m. Monday through Friday but can vary with local language requirements. See your local service representative for more details.
 - Priority 1: NetApp node, system, or cluster is down, is unable to serve data, is in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this level, both NetApp and the customer must commit to around-the-clock action and involvement by all necessary and appropriate personnel and systems until a mutually agreeable workaround is provided and the priority level is downgraded.
 - Priority 2: NetApp node, system, or cluster is experiencing an infrequent, isolated, or intermittent "panic" or "hang" or is in a state of degraded performance that allows business operations to continue but at an inconsistent or less than optimal rate. At this level, NetApp is committed to a commercially reasonable best effort to provide a workaround and/or restore normal operations as quickly as possible.
 - Priority 3: NetApp node, system, or cluster is experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact, and a viable and mutually agreeable workaround or hardware/software upgrade exists to mitigate the problem.
 - Priority 4: Normal customer requests for information regarding the installation, configuration, use, and maintenance of NetApp equipment are made. This includes administrative inquiries and return material authorization information. There is no impact on customer's production systems or business operations.

SUPPORT PRODUCT FEATURE	DESCRIPTION	ENTITLEMENT DETAILS FOR SUPPORTEDGE PREMIUM
NetApp Unified Support	During the course of troubleshooting a support issue related to NetApp, if NetApp determines the problem resides with a third-party product, then, upon request, NetApp will assist the customer in opening a case with the third-party supplier, subject to any support agreement in place between the customer and the third-party supplier. To the extent it can, NetApp will assist the third-party supplier in its response and resolution of the customer's case. If the customer elects to open a case directly with the third-party supplier, upon request, NetApp will provide relevant case information to the third-party supplier.	Included for NetApp hardware and software.
Replacement Parts Delivery Target Response Objective	NetApp delivers replacement parts within the target response objective.	Included. Response objectives available for purchase are as follows:^{4, 5, 6} • 2 hours; on a 24/7 basis • 4 hours; on a 24/7 basis • Next business day Note: Replacement parts will be shipped to customer for next local business day arrival. Local country shipment cutoff times may affect target response objective timing.
Replacement Parts Installation	Installation of parts that are delivered by NetApp.	Installation of all replacement parts performed by NetApp. ⁷
On-Site Support	NetApp sends authorized engineers to installation location to work on the problem after NetApp has isolated the problem and deemed on-site support necessary.	Included for NetApp hardware and software purchased.
Software Support Plan	See the "NetApp Software Support Plan" product description.	Included for NetApp software purchased.
Installation of Remedial Software Updates	NetApp may send an authorized service engineer to assist with installation of software updates.	Included for NetApp hardware and software purchased with system. ⁸
Extended Warranty Hardware Support	See the "Warranty/Extended Warranty Hardware Support" product description.	Included for NetApp hardware purchased. Included when SupportEdge Premium is purchased after the original warranty period.

- Response time availability is based on the installation location of the NetApp equipment. Target response time objective clock begins after NetApp's triage of the issue.
- When the NetApp solution contains third-party products, some of the components may not have the same target response time for delivery and part installation. Consult product documentation for further details.
- For customers that need the target technical response, but want only parts delivery to do self-replacement to meet their data center requirements and support infrastructure, the customer may opt out of having NetApp install parts. Available options include opt-out for disk drives only or for all components. Additionally, there is an option to consolidate delivery of disk drives to normal business hours next business day. Details are in the NetApp Support site guides.
- Time to install part will vary by part complexity and access to equipment.
- Customer is responsible for installing all software on NetApp equipment. This feature is limited to system software for which software is identified as the remedy for a material issue on the system.

Memorandum

City of Lawrence

Planning Department

TO: Board of County Commissioners
FROM: Mary Miller, City/County Planner II
DATE: November 17, 2016
RE: Request for Initiation of Text Amendments to Section 20-319-4 of the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add a landfill use category as a Conditional Use and to establish standards for the use.

The *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* allow a *Sanitary Landfill* when approved with a Conditional Use Permit. The regulations do not discuss other types of landfills and do not provide a definition of a Sanitary Landfill. It has been the practice to require Conditional Use Permits for other types of landfills which would have similar impacts: such as Construction and Debris, or Clean Rubble landfills. As this language is not specified in the Regulations, enforcement of this requirement has not been consistent.

To provide clarity and ensure consistency this text amendment proposes to add other categories of landfill to the list of uses which require approval of a CUP, provide a clear definition, and establish standards.

Action Requested

Initiate a text amendment to Chapter 12 of the County Code, *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add 'Landfills' to the enumerated list of Conditional Uses, provide a definition, and establish standards for the use.

Memorandum

City of Lawrence

Planning Department

TO: Board of County Commissioners

FROM: Mary Miller, City/County Planner

DATE: November 23, 2016

RE: Resolution for Text Amendment TA-16-00323 amending Section 12-319-4 Conditional Uses Enumerated of the Zoning Regulations to add *Small Scale Industrial Uses*, with standards, to the list of uses which are permitted when approved as Conditional Uses.

The text amendment to add *Small Scale Industrial Uses* to the list of Conditional Uses was initiated by the Board of County Commissioners on August 24, 2016.

The Planning Commission held a public hearing on the proposed amendment on September 26, 2016 and voted unanimously to forward a recommendation for approval to the County Commission.

The County Commission considered the amendment at their October 19, 2016 meeting and recommended minor revisions to the wording of the proposed language but deferred action to November 9, 2016 in response to a request from a member of the public for more time to consider the amendment. The County Commission voted unanimously at their November 9, 2016 meeting to approve the text amendment with revised language.

Action Requested: Adopt the attached resolution for Text Amendment TA-16-00323 amending Section 12-319-4 Conditional Uses Enumerated of the Zoning Regulations to add *Small Scale Industrial Uses*, with standards, to the list of uses which are permitted when approved as Conditional Uses. The amendment will be effective following publication of the resolution in the newspaper.

RESOLUTION NO. 16-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ADOPTING TEXT AMENDMENTS TO THE ZONING REGULATIONS FOR THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, after holding a public hearing on September 26, 2016, following due and lawful notice pursuant to K.S.A. 12-757 and the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, as codified in Chapter 12, Article 3 of the Douglas County Code and as amended (the "Zoning Regulations"), has recommended that the Board of County Commissioners of Douglas County, Kansas (the "Board") make text amendments to the Zoning Regulations, the nature and description of such change being fully set forth below; and

WHEREAS, on November 9, 2016 the Board found that the Zoning Regulations regarding Conditional Use and Conditional Use Permits should be amended by adopting the text amendments set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS AS FOLLOWS:

I. Adoption of Text Amendments. The Board hereby finds that the statutory provisions for the amendment of the Zoning Regulations has been fully complied with and hereby adopts the following text amendments (the "Text Amendments") amending the Zoning Regulations as follows:

A. Adding new subsection 12-319-4.37 to **SUPPLEMENTAL USE REGULATIONS-CONDITIONAL USES-TEMPORARY USES** relating to SMALL SCALE INDUSTRIAL USES as follows:

12-319.4.37 Small Scale Industrial Uses

A small scale industrial use is an industrial use that is of such a scale as to be compatible with nearby land uses, while maintaining the rural character of the area.

a. Small Scale Industrial Uses permitted as Conditional Uses include establishments primarily engaged in on-site production or assembly of goods by hand manufacturing involving the use of hand tools and small-scale equipment. Typical uses include:

- 1) On-site production of goods by hand or artistic endeavor;
- 2) Placement of digital or analog information on a physical or electronic medium;
- 3) Light manufacturing, predominately from previously prepared materials, of finished products or parts, provided the noise, light, smell, or vibration does not extend beyond the site;
- 4) Research of an industrial or biotechnical nature;
- 5) Food Production, such as a bakery or a meat processing facility with no on-site slaughter;
- 6) Moving picture production such as movies, videos, and television; and
- 7) Similar small scale industrial uses which do not create any more danger to health and safety in surrounding areas and which do not create any more offensive noise, vibration, smoke, dust, lint, odors, heat, or glare that that which is generally associated with light industrial uses of the type specifically permitted.

b. Standards to maintain consistency with the Comprehensive Plan recommendations for Industrial uses and to insure compatibility with nearby land uses and the character of the area are listed below:

- 1) Small Scale Industrial uses are permitted as Conditional Uses only on properties that are zoned A (Agricultural) or V-C (Valley Channel).
- 2) The proposed use shall be located primarily outside of the regulatory floodplain.
- 3) Vegetative cover and wildlife habitat on the site shall be preserved, along with other environmentally sensitive areas to act as buffers and site amenities.
- 4) The site shall have adequate utilities, infrastructure, and services for the proposed use.
- 5) The total square footage of all buildings used in the operation and storage shall not exceed 10,000 sq. ft. unless a larger area is approved by the Board of County Commissioners.
- 6) The establishment may employ up to 15 full-time equivalent non-resident employees, as defined in Section 12-303-1.65.
- 7) All business activity shall be conducted within the structure with no outdoor storage of materials or product.
- 8) Parking spaces for all employees and loading areas must be provided on the site. No loading activity or parking is to occur on the adjacent roadway.
- 9) The use does not require Federal air quality discharge permits.
- 10) The use shall not generate offensive off-site external effects (such as noise, glare, vibrations, etc.).
- 11) The site shall be located on a full maintenance public road.
 - a) Traffic information shall be provided, as requested by the County Engineer, to insure the suitability of the adjacent roads to handle the anticipated traffic to be generated by the use.
 - b) Improvements to the access point to meet current standards, or roadway improvements needed due to traffic generated by the use, or spacing of access drives, all as identified by the County Engineer, shall be required as part of the Conditional Use.
 - c) The property must, at a minimum, meet the Access Management Standards for residential properties.
- 12) Exterior lighting associated with the use shall be limited. The Conditional Use site plan shall show the location of proposed exterior lighting with the height noted. Lighting spec sheets shall be provided with the plans to illustrate the means taken to eliminate glare. Full cut-off fixtures shall be provided; however, low level lighting (less than 2,600 lumens or 150 watt incandescent bulb) does not require full cut-off fixtures.
- 13) New structures for the use should be of a type that is common to the rural area, rather than industrial, to maintain the rural character of the area.
- 14) No shift work/24 hour a day businesses shall be permitted. Business shall operate with defined working hours.

II. Addition to the Zoning Regulations. The Text Amendments made by this Resolution shall be as a supplement to the Zoning Regulations, as codified in Chapter 12, Article 3 of the Douglas County Code.

III. Invalidity. If any section, clause, sentence or phrase of Resolution of the Text Amendments adopted hereby is found to be unconstitutional or is otherwise held invalid by any

court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Resolution or the Text Amendments adopted hereby, as the case may be.

IV. Repeal. The Zoning Regulations heretofore adopted that are in conflict with this Text Amendments are amended, repealed, or replaced, as the case may be, to be consistent with the Text Amendments adopted hereby.

V. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board and its publication once in the office County newspaper.

ADOPTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Jim Flory, Chairman

ATTEST:

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Nancy Thellman, Member

Memorandum

City of Lawrence

Planning Department

TO: Board of County Commissioners

FROM: Mary Miller, City/County Planner II

DATE: November 22, 2016

RE: Request for Initiation of Text Amendments to Section 20-319-4 of the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to revise 12-319-4.31 Radio, television, telecommunication, and microwave towers to update the definitions and standards in compliance with recent State legislation.

Kansas State House Bill No. 2131 amended a number of state laws related to the regulation of Telecommunications Facilities. The bill became law effective October 1, 2016. The proposed text amendment would bring the *Zoning Regulations of the Unincorporated Territory of Douglas County*, specifically Section 12-319-4.31 thereof, into compliance with the new laws.

Action Requested

Initiate a text amendment to Chapter 12 of the County Code, *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to revise Section 12-319-4.31 to bring the standards and definitions into compliance with State law.

SP-16-00391: A site plan for a 10,080 sq ft addition to the Bracker's Good Earth Clays building, located at 1831 E 1450 Road. Submitted by Grob Engineering Services, LLC, for Creative Endeavors, LLC, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described Site Plan based on the findings listed in this staff report, subject to the following conditions:

1. Provision of additional lighting information to the Planning Office for the proposed exterior wall-mounted light to insure that off-site glare will be minimized or utilization of a lower lumen light fixture.
2. Submittal of a revised site plan with the following change:
 - a. The number of required parking spaces in the parking summary revised to '19'.

ASSOCIATED CASES

- SP-5-37-98; Site Plan for Bracker's Good Earth Clays, Inc. Approved by the Board of County Commissioners on June 8, 1998.
- ZFDP-2016-0002; Floodplain Development Permit approved by Douglas County Zoning and Codes on November 17, 2016.
- WSN: LDG-0091-FF Modification 1; Kansas State Dept. of Agriculture, Division of Water Resources Fill Permit, approved on October 17, 2016 subject to the condition that all work must be completed on or before the 1st day of July, 2020 unless an extension is granted.

KEY POINTS

- The property is zoned I-2 (Light Industrial) District. The use includes a warehouse (*Wholesale House and Distributor*) with a retail area (*Retail Store*). These uses are permitted in the I-2 District. The addition will provide storage space and an area for mixing and processing the clay, (*Manufacturing*) which is also permitted in the I-2 District.
- KDOT indicated that the existing access on E 1450 Road/ US Highway 59 and 24 was acceptable and that an access permit would not be required as changes were not being proposed to the access point.
- The property is not platted but has a 'vested right'. Per Section 11-101(e)(1) of the Subdivision Regulations [20-801(e)(i), City Code], a division of land created in conformance with the exemption section of the previously adopted Subdivision Regulations in effect prior to December 20, 20016 and such division was filed and recorded as a deed with the Register of Deeds office on or before Jun 1, 2005; such legally created parcel shall not be subject to further review under the Subdivision Regulations until it is further divided.
- Development and fill is proposed within the Regulatory Floodplain; therefore a County Floodplain Development Permit and a Division of Water Resource Permit were required and have been obtained.

OTHER ACTION REQUIRED

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

- Submittal of building plans and application to the Zoning and Codes Office for building permit. A building permit must be obtained prior to any construction.

ATTACHMENTS

- Site plan

COMMUNICATIONS

No public communications were received prior to publication of this staff report.

GENERAL INFORMATION

Current Zoning and Land Use:

I-2 (Light Industrial) and F-F (Floodway Fringe Overlay) Districts; Bracker's Good Earth Clay *Wholesale House and Distributor and Retail Store.*

Surrounding Zoning and Land Use:

To the north:

I-2 (Light Industrial) and F-F (Floodway Fringe Overlay) Districts; *Contractors Shop*

To the east:

A (Agricultural) District; *Agriculture and Residential Detached Dwelling*

To the west:

A (Agricultural), F-W (Floodway), and F-F (Floodway Fringe Overlay) Districts; *Agriculture*

To the south:

I-2 (Light Industrial) and F-F (Floodway Fringe Overlay) Districts; *Wholesale House and Distributor*
(Figure 1)

Legal Description:

Beginning at the southeast corner of the northeast quarter of the southwest quarter of Section 18, Township 12 S, Range 20 E; thence north on the east line of said southwest quarter 500.0 feet; thence west parallel to the north line of said southwest quarter 325.75 feet, more or less, to the easterly right-of-way of the Union Pacific Railroad; thence southerly along said railroad right-of-way 500.7 feet, more or less, to the south line of the northeast quarter of said southwest quarter; thence east on the south line of said northeast quarter 356.2 feet, more or less, to the point of beginning. Containing 3.916 acres, more or less, in Douglas County, Kansas, subject to public road right-of-way and easements of record.



Figure 1a. Zoning in the area. Subject property outlined.



Figure 1b. Regulatory floodplain in the area



Figure 1c. Land use/development in the area.

SITE SUMMARY			
	Existing	Proposed	Change
Use:	Warehouse & Retail with office	Warehouse, Retail, Manufacturing, office	Added Manufacturing use
Land Area :	3.53 acres	3.53 acres	---
Building Coverage:	15,200 sq ft	25,280 sq ft	10,080 sq ft
Pavement	15,260 sq ft	17,790 sq ft	2,530 sq ft
Gravel	8,510 sq ft	26,740 sq ft	18,230 sq ft
Impervious	30,460 sq ft	42,870 sq ft	12,410 sq ft
Pervious	123,519 sq ft	111,109 sq ft	-12,410 sq ft

SUMMARY OF REQUEST

The property contains approximately 3.5 acres and is located at 1831 E 1450 Road/US Hwy 59 and 24. The property is zoned I-2 (Light Industrial) District and is developed with Bracker's Good Earth Clays, which includes a warehouse (*Wholesale House and Distributor*) with a retail area (*Retail Store*). This site plan proposes a 10,080 sq ft addition to the existing building to provide additional storage area and an area for processing of the clay (*Manufacturing*).

The existing access point on E 1450 Road/US Hwy 59 and 24 will continue to be utilized for this business. KDOT indicated that an access permit would not be required at this time, as no changes are being proposed to the access.

The internal gravel drive will be extended to provide access to the southern portion of the building, and concrete paving will be installed at the overhead door/loading area. The property is served with a septic system with a tank on the north side of the existing building and laterals on the west side. A new septic tank will be installed on the west side of the building to serve the new addition and this will utilize the same lateral field.



Figure 2. View of subject property and building. General location of addition shown in black.

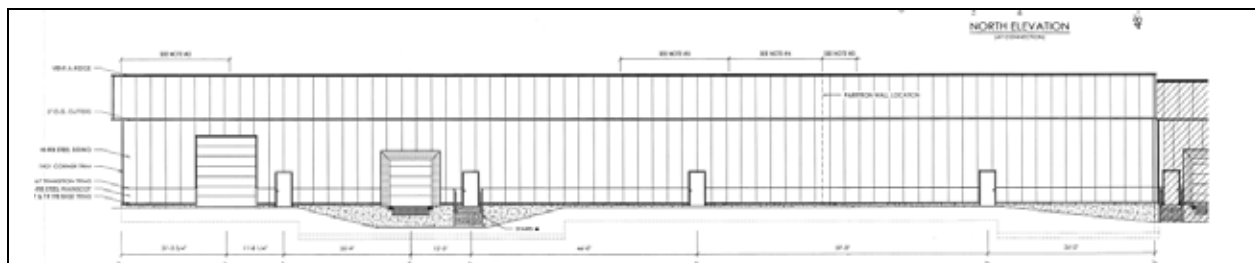


Figure 3. Elevation of proposed addition.

PARKING

The Zoning Regulations require parking for a *Retail Store* use at the rate of 1 space per 200 sq ft of floor area and parking at the rate of 1 space per 2 employees for *Manufacturing or Warehouse* uses, plus a space for each vehicle used in the business. The building contains accessory *Office* uses, which requires parking at a rate of 1 space per 400 sq ft of floor area. The office serves both the retail and wholesale component, which each have different parking requirements; therefore, the specific parking requirement for *Office* was used. The following table summarizes the required and provided off-street parking:

Use	Requirement	Parking Required	Parking Provided
<i>Retail Store</i>	1 space per 200 sq ft of floor area	1,900 sq ft/200 sq ft=10 spaces	
<i>Wholesale and manufacturing</i>	1 space per 2 employees PLUS 1 per vehicle used in the business	8 employees and 3 company vehicles=7 spaces	
<i>Office</i>	1 space per 400 sq ft of floor area	600 sq ft=2 spaces	
TOTAL		19 spaces	19 spaces

HEIGHT, AREA, AND BULK REQUIREMENTS

The Zoning Regulations require a minimum lot area of 15,000 sq ft, a minimum lot width of 75 ft, and a minimum lot depth of 125 ft in the I-2 District. The subject property exceeds these standards with an area of approximately 153,979 sq ft, a lot width of approximately 500 ft, and a lot depth of approximately 323 ft.

The following standards apply in the I-2 District:

- Front Yard: 60 ft base setback from centerline of road, for properties adjacent to a highway, PLUS 25 ft for a total of 85 ft from centerline. Approximately 65 ft of right-of-way is provided for E 1450 Rd/US Hwy 59 and 24; however, KDOT did not require the dedication of additional right-of-way with this project.
- Side Yard: 10 ft
- Rear Yard: 20 ft
- Maximum Height: 55 ft

The proposed addition complies with these standards.

Findings

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

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

This property is zoned I-2 (General Business) District. The property has been developed with Bracker's Good Earth Clays, a warehouse and retail business. This site plan proposes a 10,080 sq ft addition to the existing building to provide additional storage area and an area for the processing of the clay. The Zoning Regulations note that the following uses are permitted in the I-2 Zoning District:

"The following uses and any similar uses which are not likely to create any more offensive noise, vibration, dust, heat, smoke, odors, glare, or other objectionable influences that the minimum amount normally resulting from other uses permitted, such permitted uses being generally wholesale and retail trade, service industries,

*and light industries that manufacture, process, store, and distribute goods and materials, and are, in general dependent on raw materials refined elsewhere, and manufacturing, compounding, processing packaging or treatment, as specified, of the following products or similar products:
....Clay, Stone and Glass Products.....”*

Good Earth Clays includes a wholesale/warehouse and a retail component. The new addition will provide additional warehouse area and will provide an area for processing the clay. Based on the use information provided in the Zoning Regulations, listed above, these uses are permitted in the I-2 Zoning District.

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

The building addition extends the building to the south. The building arrangement, off-street parking, and access are similar to that approved with the previous site plan and are compatible with adjacent land uses.

The previously approved site plan included trees and shrubs along the highway frontage east of the main building. These are not currently on the site. The applicant indicated they had planted them several times, but the trees and shrubs could not survive in this location. They are proposing adding trees and shrubs to the southern portion of the property, located further back from the highway in the wider landscaped area. (Figure 4) The proposed landscaping will be compatible with adjacent land uses.

Exterior lighting is proposed in the form of one wall mounted light fixture. The proposed fixture is not full cut-off and has a 6966 lumen fixture. A 150 watt incandescent bulb provides approximately 2,600 lumens. Typically, lights that have a higher lumen level than a 150 watt incandescent bulb should be full cut-off or should be shielded to prevent glare to off-site properties. Additional information on the lighting fixture should be provided to the Planning Office to insure that off-site glare will be minimized or a fixture with a lower lumen level should be utilized.

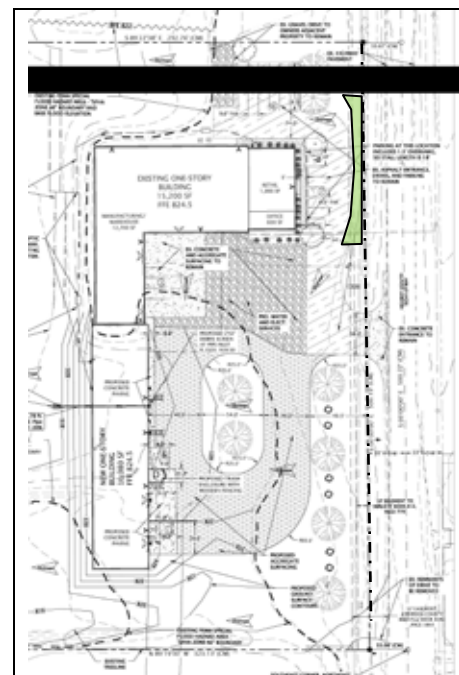


Figure 4. Proposed landscaping. Trees and shrubs along road frontage south of access drive. Area previously approved for trees and shrubs shown in green.

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

The access to the site is not being revised with this plan. The interior gravel drive is being extended to the south to provide access to the southern portion of the building.

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

A concrete walkway is located on the north and east side of the retail portion of the building to provide convenient, safe access for pedestrians from the parking area to the building entrance. Pedestrian traffic is not expected to other portions of the site.

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

The Zoning Regulations do not specify a required amount of landscape material (trees and shrubs). The portion of the property that is not covered in gravel or building will be planted with turf grass. The trees and shrubs planned with the previous site plan for the road frontage north of the access drive were not able to be maintained. The plan includes 3 trees east of the building in this area, but these are set back from the highway. The plan also shows 4 trees and shrubs along the southern portion of the road frontage, in a wider planting area.

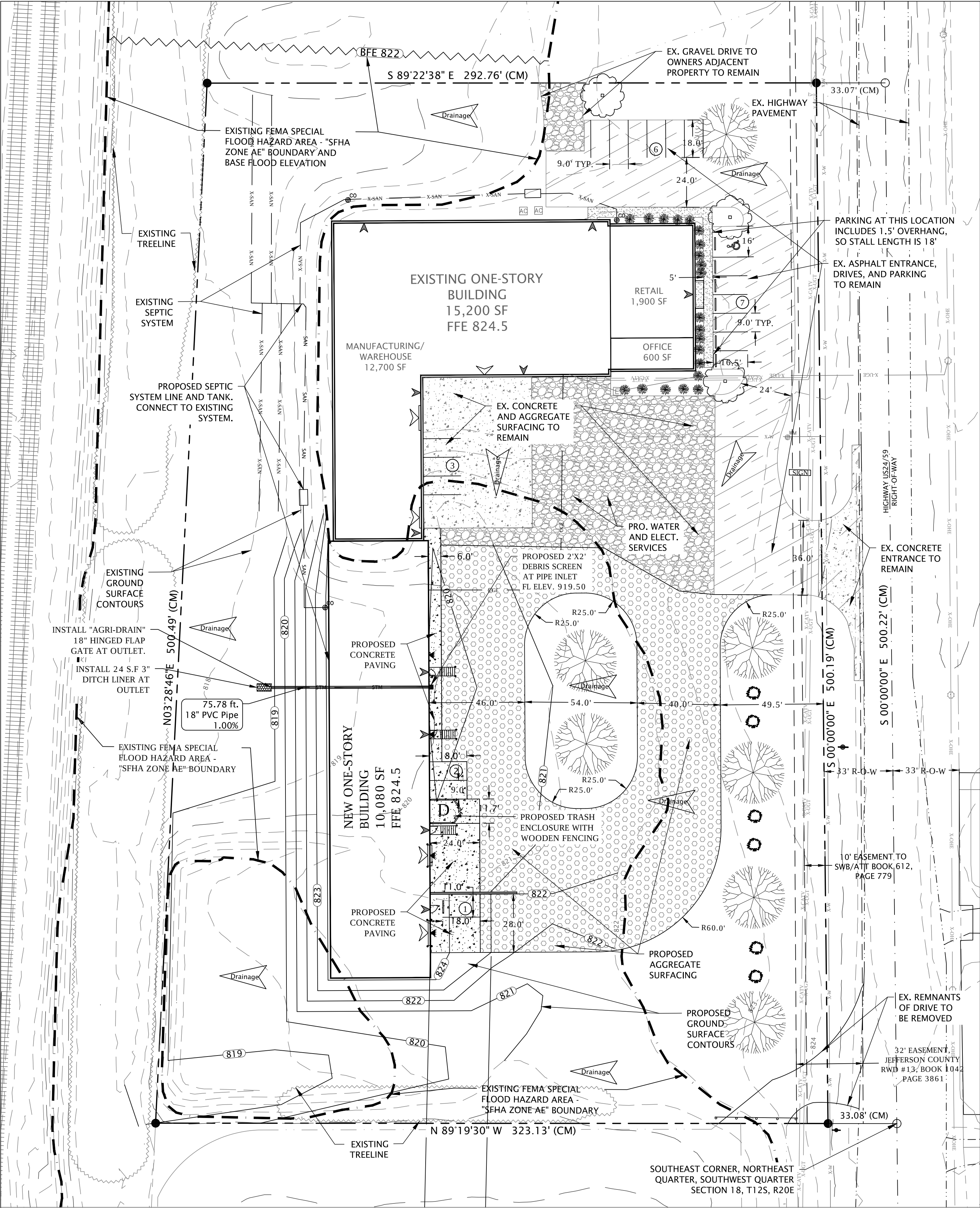
The existing and proposed landscaping will result in a development that is in harmony with adjacent land uses and will provide a pleasing appearance to the public.

6. All outdoor trash areas are screened

No outdoor trash area is proposed.

Conclusion

This application has been reviewed in accordance with the County Zoning Regulations. The proposed development, as conditioned, complies with the standards listed in the Regulations.



DEVELOPMENT SUMMARY

PARKING SUMMARY		
PARKING REQUIREMENT	# EMPLOYEES/AREA	PARKING REQUIRED
MANUFACTURING/WAREHOUSE 1 SPACE PER 2 EMPLOYEES ON MAXIMUM WORKING SHIFT PLUS FLEET STORAGE	8 EMP. (MAX.) FOR NON-OFFICE OR NON-RETAIL	4 SPACES 3 SPACES (FLEET)
OFFICE SPACE 1 SPACE PER 400 SF	600 SF	1.5 SPACES
RETAIL SPACE 1 SPACE PER 200 SF	1,900 SF	9.5 SPACES
TOTAL REQUIRED 18 SPACES		
PARKING PROVIDED		
TOTAL PARKING SPACES	19	
FLEET VEHICLE SPACES	3	
STANDARD SPACES	16	
ADA HANDICAP SPACES	1	

LANDSCAPING SCHEDULE			
SYMBOL	QUANT.	NAME	SIZE & COND
	3 & 21	EXISTING DECIDUOUS TREES AND SHRUBS - TYPE VARIES	
	7	RED SUNSET MAPLE, LACEBARK ELM, SWAMP WHITE OAK, IMPERIAL HONEYLOCUST, BALDCYPRESS, OR APPROVED EQUAL	2.0" CAL - B&B
	6	BURKWOOD VIBURNUM, MENTOR BARBERRY, DWARF BURNING BUSH, MAGIC CARPET SPIREA, OR APPROVED EQUAL	2 GAL - CONT.
		ALL UNPAVED AREAS SHALL BE PLANTED WITH TURF GRASSES	

PAVING SCHEDULE	
SYMBOL (SHADED FOR CLARITY)	AREAS AND PAVING MATERIAL
	6" CONCRETE PAVING AT DOCK & PARKING AREA
	5" CONCRETE PAVING AT DRAINAGE ADJACENT TO BUILDING EXISTING CONCRETE PAVING (DEPTH UNKNOWN)
	5" FULL DEPTH AGGREGATE SURFACING
	EXISTING AGGREGATE SURFACING
	EXISTING ASPHALT SURFACING

IMPERVIOUS SURFACE SUMMARY			
EXISTING SUMMARY	AREA (SQ. FT.)	SUMMARY AFTER PROJECT COMPLETION	AREA (SQ. FT.)
EXISTING BUILDING	15,200	PROPOSED BUILDINGS	25,280
EXISTING PAVEMENT	15,260	PROPOSED PAVEMENT	17,790
EXISTING GRAVEL	8,510	PROPOSED GRAVEL	26,740
EXISTING GREENSPACE	115,009	PROPOSED GREENSPACE	84,169
EXISTING IMPERVIOUS	30,460	PROPOSED IMPERVIOUS	42,870
EXISTING PERVIOUS	123,519	PROPOSED PERVIOUS	111,109
PROPERTY AREA (EXCLUDES R-O-W)	153,979		

LEGEND			
	OVERHEAD WIRE		SANITARY SEWER MANHOLE
	OVERHEAD ELECTRICAL		STORM MANHOLE
	UNDERGROUND TELEPHONE		STORM DRAIN
	GAS		GUY ANCHOR
	WATERLINE		UTILITY POLE
	SANITARY SEWER LINE		WATER METER
	SANITARY SEWER LATERAL		WATER VALVE
	STORMWATER LINE		FIRE HYDRANT
	BUILDING SETBACK		TRAFFIC SIGNAL STR.
	SECTION LINE		GAS VALVE
	CENTER LINE		GAS METER
	PROPERTY LINE		LIGHT POLE
	EASEMENT		SIGN
	FEATURE LINE		ELECTRIC BOX
	NO ACCESS TO LOT		CABLE TV BOX

NOTE: "X" IN UTILITY DENOTES EXISTING FEATURE

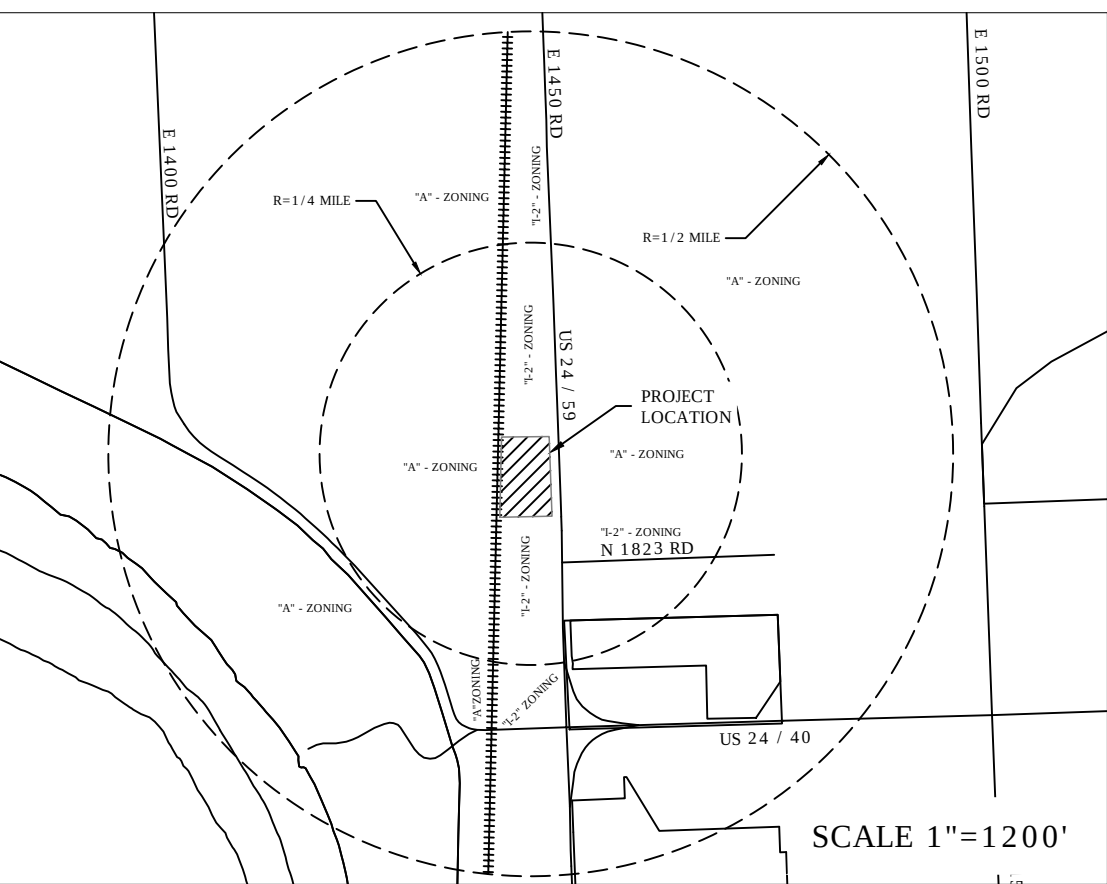
LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWELVE (12), RANGE TWENTY (20); THENCE NORTH ON THE EAST LINE OF SAID SOUTHWEST QUARTER 500.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 325.75 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT-OF-WAY 500.7 FEET MORE OR LESS TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE EAST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER 356.2 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 3.916 ACRES MORE OR LESS IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

GENERAL NOTES

- OWNER: Creative Endeavors, LLC
1305 N. 1056 Road
Lawrence, Kansas 66046
Attention: Anne M. Bracker
- Land Planner/Engineer: Grob Engineering Services, LLC
3210 Mesa Way, Suite A
Lawrence, Kansas 66049
 - Aerial and topographic information obtained from aerial survey performed by Sanborn Mapping for the City of Lawrence and Douglas County 2006 and 2013. Specific boundary information for property from field survey provided by Homestead Land Surveying, June 1998.
 - Typical Soil Type: Ew - Eudora-Kimo Fine Sandy Loam
Et - Eudora Silt Loam - Soil Class I
 - Existing Land Use: Light Industrial - Warehouse & Retail
 - Proposed Land Use: Light Industrial - Warehouse, Manufacturing & Retail
 - Current Zoning: I-2 Light Industrial
 - A portion of the property is located within the Special Flood Hazard Area (SFHA) Zone AE per FEMA Map # 20045C0088E Effective Date: September 2, 2015 with a Base Flood Elevation of 822.00. The remaining portion of the property is located within the Special Flood Hazard Area (SFHA) Zone X per FEMA Map # 20045C0088E Effective Date: September 2, 2015. The SFHA is delineated on this Site Plan and MEBO have been determined to be 824.00. The existing and proposed building have and will have a finish floor elevation of 824.50.
 - Proposed utility locations, elevations, and sizes are preliminary and will be finalized during final design of improvements.
 - This Site Plan has been designed to comply with the provisions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, appendix A to 28 CFR, part 36.
 - Drainage arrows are shown on the plan to indicate general drainage patterns required of a drainage plan.
 - The existing septic waste lateral field from the existing building will remain in place. Additional facilities are proposed for the building addition. The new addition will have a separate septic tank and will connect to the existing lateral field as shown.
 - National Geodetic Survey vertical benchmark is a disk marked "B 276 Reset 1956" set in a concrete headwall at the intersection of Highways 40, 59, and 24. The disk is 74.0 feet east of the center line of the northbound lane of Highway 59, in the top of the northeast end of the south headwall of a 6-foot concrete culvert, Elevation = 816.37 ft. On-site bench mark is "4" on the top of the south end of the west headwall of culvert under E1400 Road, Elevation = 839.82 ft.
 - Direct access to/from U.S. Highway 59 & 24 shall be provided at one existing location.
 - A trash enclosure will be constructed as part of this Site Plan.
 - New lighting fixtures will be attached to building for guidance and safety. All lighting shall be shielded to prevent off-site glare. Fixture quantity, location, and wattage shall be shown on building permit drawings.

LOCATION MAP



THIS DOCUMENT IS FOR PLANNING PURPOSES ONLY -
NOT FOR CONSTRUCTION

Approved and Released

Case No. _____
Approval Date: _____
Release Date: _____
Planner: _____
_____ of _____ Sheets
Asst./Director: _____

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2016 LANDSCAPE MASTERPLAN

DOUGLAS COUNTY FAIRGROUNDS, KS

19215.000 Bartlett & West



BARTLETT & WEST



Project Background

The Douglas County Fairgrounds is a showcase destination for horticulture and agricultural information and training, 4-H youth programs, arena size events, community meetings, and the County Fair. Among other events, the Fairgrounds annually hosts an attendee swap meet, livestock shows, car shows, and animal clubs. In 2011, the Lawrence Convention & Visitors Bureau reported that the fairgrounds draws over 96,000 visitors per year, representing 13% of all visitors to Lawrence, and generating income of \$8,035,000 per year with a local tax income of \$200,000 per year.

The first buildings were constructed on the Fairgrounds in 1953, and over the years Fairground facilities have seen multiple expansions and upgrades as community demand has grown. Over the past few years, multiple studies, committees, and plans have all recognized the need for major renovations and maintenance of the Fairgrounds to ensure that it maintains its central role as an educational hub in our community.

In 2016, the Board of County Commissioners approved the Fairgrounds renovation project to upgrade the facility to best serve its major user groups, address significant deferred maintenance, and bring the facilities into ADA compliance. The approximately \$8million project is financed through the county's capital improvement fund.

Alongside renovations to buildings and facilities, the County also initiated a landscape master planning process. Between April and September 2016, key stakeholders from county departments and Fairgrounds user groups were convened to work with Bartlett and West to design a landscape master plan that showcases this unique facility (Appendix B, Key Stakeholder Groups). Stakeholders prioritized key values that drove the design process including sustainability, history, recreation, and education.

The Douglas County Fairground Landscape Master Plan outlines a three-phase approach in implementing plan components. Phase 1 goal is 3 years, Phase 2 goal is 6 years, and Phase 3 goal is 10 years. The intent of these 3 phases is to allow appropriate time for planning and budgeting. The following masterplan will outline each individual component identified by the steering committee and key stakeholder groups (Appendix A, Masterplan Steering Committee).

Linear Arboretum

Phase 1, 2, 3

The value and importance community members placed on the existing arboretum was identified early on in planning process. The majority of existing trees considered part of the arboretum are located along the western edge of the Fairgrounds adjacent to Harper Street. The majority of open greenspace within the Fairgrounds must remain open for event parking. This provided a challenge for the Masterplan Committee when identifying potential areas for the arboretum expansion. To avoid conflict with event parking space it is the recommendation of this Masterplan to establish a "linear arboretum." The purpose of the linear arboretum is to provide passive education opportunities, interpretative trails, and shade for visitors to the Fairground. The linear arboretum will travel along Harper Street and branch off into the interior of the Fairgrounds avoiding designated event parking areas.

The proposed Linear Arboretum will be organized into 3 zones.

Zone A will be located along the western edge of the Fairgrounds adjacent to Harper Street.

Zone B will be located in the southwest corner of the Fairgrounds adjacent to the new Meeting Hall building. This zone has been identified by the Masterplan Steering Committee as a potential area of conflict with existing trees. The City of Lawrence requires street trees to be planted every 40 feet along Harper Street. There are four large pin oak trees that will be negatively impacted with the addition of new street trees in this location. It is the recommendation of the Masterplan Steering Committee to coordinate closely with the City of Lawrence in providing alternative solutions to plantings in this location.

Zone C will be located along the north Side of the Fairgrounds adjacent to East 19th Street. The purpose of this zone is to provide an example of street tree biodiversity. This portion of the arboretum will follow the City of Lawrence landscape code and provide the required number of trees along with diversity in tree species. It is the recommendation of the Masterplan Steering Committee to provide one informative sign/kiosk explaining the importance of biodiversity in the urban environment at this location. This zone is planted in a later phase to accommodate the proposed expansion of 19th street.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Zone A Linear Arboretum (Phase 1,2,3)

Estimated Cost of Plant Material = **\$8,000.00**

Estimated Cost of Tree Identifying Signage = **\$800.00**

It is the recommendation of the Masterplan Steering Committee to divide the proposed tree plantings into the 3 phases for installation. **\$2,933.00 per phase**

Zone B Linear Arboretum (Phase 1,2,3)

Estimated Cost of Plant Material = **\$3,000.00**

Estimated Cost of Tree Identifying Signage = **\$300.00**

It is the recommendation of the Masterplan Steering Committee to divide the proposed tree plantings into the 3 phases for installation. **\$1,100.00 per phase**

Zone C Linear Arboretum (Phase 3)

Estimated Cost of Plant Material = **\$5,800.00**

Estimated Cost of Tree Identifying Signage = **\$580.00**

It is strongly recommended that all plantings in this zone be delayed to phase three after all proposed street construction is finished on East 19th Street. **\$6,380.00 per Phase 3**

Recommended Linear Arboretum Tree Species Provided by the Steering Committee

Kansas Native Shade Trees

- Black cherry
- Kentucky coffeetree
- American elm

- Ohio Buckeye
- Sugar maple
- Bur oak
- Chinkapin oak
- Shingle oak
- Black oak
- Swamp white oak
- White oak
- Persimmon
- Pecan/Walnut
- Black locust
- Shumard oak
- Pawpaw
- Eastern Cottonwood

Flowering ornamentals

- Asiatic Cherry
- Flowering dogwood
- Fringetree
- Goldenrain tree
- Horse-chestnut
- Japanese tree lilac
- Chinese magnolia (sweetbay)
- Seven-son flower
- Kentucky yellowwood
- Korean evodia
- Smoketree
- Yellowhorn

Other

- London Plane tree
- Gingko
- Red maple
- Persian parrotion
- Limber pine
- Colorado blue spruce or white spruce
- Black gum
- Weeping willow
- Tulip maple
- Sourwood
- Redbud, assorted varieties

- Dogwood
- Flowering crabapple, 'Royal Raindrops', 'Prairie fire', 'Sargentii'
- Serviceberry 'Allegheny'
- Magnolia
- Osage Orange

Iconic Tree Plantings

Phase 1

The Douglas County Fairgrounds is primarily comprised of open green space with minimal tree plantings found in the interior of the site. During the Visioning Process of the Masterplan community members identified a strong need for additional shade and an opportunity to establish a sense of place. It is the recommendation of the Masterplan Steering Committee to define the Fairgrounds landscape and establish a sense of place by planting an iconic tree species in the area surrounding the proposed roundabout. These trees will act as a visual landmark guiding visitors to the interior of the Fairgrounds and creating a pedestrian space that supports the needs of the activities/events being held on site. The Masterplan committee recommends the London plane tree, *Platanus x acerifolia* as the iconic tree.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of Plant Material = **\$2,200.00**

It is the recommendation of the Masterplan Steering Committee to plant all iconic trees in Phase 1 to ensure appropriate time is allotted for the trees to mature in size.



Above images: Examples of the London Plane tree.

Landscape Screening

Phase 1

Several areas on the Fairgrounds are in need of additional landscape screening.

Landscape Screen 1

- Utilize a landscape screen to hide existing generator from the proposed roundabout located directly north of the Concessions Building.

Landscape Screen 2

- Utilize a landscape screen along the southern property line of the Fairgrounds. Landscape Screen 2 will serve two functions. The first function is to screen properties to the south of the Fairground. The second function is to support the interpretive trails network. This screen should provide ornamental shrubs in addition to evergreen trees and shrubs. Landscape screen 2 has been identified by the Masterplan Steering Committee as low importance for phase 1. If necessary this screen can be installed in phase 2.

Landscape Screen 3

- Utilize large deciduous trees from the recommended arboretum tree list and provide a screen directly east of the Outdoor Event Arena.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of Plant Material = **\$6,000.00**

It is the recommendation of the Masterplan Steering Committee to plant all landscape screening in Phase 1 to ensure appropriate time is allotted for the trees and shrubs to mature in size.

Teaching Garden

Phase 1

An important theme identified from key stakeholders was "Teachable Moments." One of the goals of the Landscape Masterplan is to offer passive and interactive education opportunities throughout the site. The linear arboretum will offer passive education through the use of interpretative trails and tree signage. The Teaching Garden will provide hands on learning opportunities for community members of all ages. The Teaching Garden will focus on food education and rely on community involvement for its daily maintenance. Fairground's maintenance staff will not be responsible for the day to day up keep of the food garden. To ensure the success of the Teaching Garden, working relationships must be established with community members and organizations, including potentially working with the adjacent Kennedy School and Lawrence-Douglas County Fire Medical staff.



Above images: Examples of teaching gardens provided by the Masterplan Steering Committee.

Mixed Use Green Space

Phase 2

The Douglas County Fairgrounds host numerous events throughout the year that require large open spaces for vehicular parking, which is identified in the Masterplan Map as a large green open space located on the north side of the Fairgrounds adjacent to East 19th Street. The parking requirements for the Fairgrounds dictates that the greenspace must remain clear of large plantings and permanent structures that could reduce the capacity of parking.

In order to better utilize the open green space when not full of vehicles, a flexible approach was identified as the best solution. The introduction of flexible team sports fields will be utilized to activate the green space in between Fairground events. When the green space is not being used for parking temporary sports fields can be installed using paint and vegetation to delineate the fields. Simple amenities such as soccer goals, disk golf goals, and volleyball nets can be provided and stored by the Fairgrounds.

Estimated Cost and Phasing of Flexible Sports Field Amenities

The following estimated costs represent materials only and do not include labor/design fees.

(2-4) 8' x 24' League Soccer Goals = **\$1,800.00 - \$3,600.00**

(9) Disk Golf Baskets = **\$1,350.00**

(2-4) Volley Ball Complete System = **\$500.00 - \$1,000.00**

Total Estimated Cost of Sport Equipment = **\$3,650.00 - \$5,950.00**

It is the recommendation of the Masterplan Steering Committee to provide sports field amenities for the surrounding community's use in Phase 2.

Interior Landscaping

Phase 1

The Douglas County Fairgrounds is primarily occupied by large open green spaces containing little to no shade trees with the exception of the western perimeter of the site. It is the intent of the Landscape Masterplan to provide additional shade trees in the interior of the Fairgrounds. Foundation plantings

for new and existing facilities will also be necessary to improve the aesthetics of the Fairgrounds while enhancing the visitor's experience. Shade trees and foundation plantings should be provided at the Open pavilion, Outdoor Event Arena, Meeting Hall, and the Concessions Building.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of Shade Tree Plant Material = **\$9,400.00**

Open Pavilion Estimated Cost of Foundation Plant Material = **\$3,000.00 - \$6,000.00**

Outdoor Event Arena Estimated Cost of Foundation Plant Material = **\$2,000.00 - \$4,000.00**

Meeting Hall (Front Entrance) Estimated Cost of Foundation Plant Material = **\$500.00 – \$1,500.00**

Concession Building Estimated Cost of Foundation Plant Material = **\$500.00 – \$1,500.00**

It is the recommendation of the Masterplan Steering Committee to make interior landscaping a priority during Phase 1. This will ensure adequate time for trees and shrubs to mature in size and provide benefits such as shade to the Fairgrounds.

Interpretative Trails & Pedestrian Connections

Phase 1,2,3

The Douglas County Fairgrounds currently contains a limited number of pedestrian trails and sidewalks. The Kick off Meeting/Visioning Process identified the need to provide additional passive recreational opportunities on site. The Fairgrounds already contains the necessary acreage to support new trail systems but lacks designated or clearly marked paths. The intent of establishing new interpretative trails on site is to promote daily use of the Fairgrounds landscape from the surrounding community. The interpretative trail network will travel through and connect the linear arboretum to the Fairgrounds interior along with the eastern perimeter of the site. The utilization of arboretum tree species along with native inspired plantings will guide visitors throughout the Fairgrounds landscape.

A large portion of the proposed interpretive trail network will be located along existing and proposed streets. When the Fairgrounds is not hosting events the streets experience less vehicular traffic. The interpretive trail network will utilize the edges of the streets along with mowed paths weaving in and out of the prairie green seams. The intent for the interpretive trail network is to utilize existing interior streets, green seam mowed paths, and inexpensive surface materials such as mulch. The utilization of existing and low cost materials will help mitigate the cost for construction.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of a 10ft Wide Interpretative Trail by Materials Used (Estimate does not include Labor Cost)

Mulch (3") = \$14,240.25 / 3 phases = **\$4,746.75 per phase. Cost of mulch is based on current market value. It is the recommendation of the Masterplan Steering Committee to utilize Douglas County materials for the construction of the interpretative trails.**

The Interpretative Trails are to be installed in Phases 1, 2, and 3. It is the recommendation of the Masterplan Steering Committee to begin the planning/design of the Interpretative Trails in phase 1. As other elements are installed from the Landscape Masterplan it is the intention of this plan to make pedestrian connections to these landscape features.



Above image: Conceptual render of proposed interpretative trails.

Meeting Hall Celebration Garden

Phase 2

The Celebration Garden will be located on the south/southeast side of the new Meeting Hall Building. The goal for the Celebration Garden is to provide an aesthetically pleasing landscape that supports events being held at the Meeting Hall. Possible events to consider when designing the Celebration Garden is weddings, family reunions, birthday parties, and business/public engagement orientated events. It is the recommendation of the Masterplan Steering Committee to take inspiration from existing Fairground Teaching Gardens and provided aesthetically pleasing landscape plantings in this garden.

In addition to providing robust landscaping for the Celebration Garden it is recommended that the Fairground explore options in providing an outdoor gathering space for potential ceremonies and photography. This outdoor gathering space would benefit from the installation of a pergola or pergola inspired architectural feature.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of Plant Material = **\$1,000.00 - \$3,000.00**

Estimated Cost of Architectural Feature Excluding Labor (ex. Pergola) = **\$3,000.00 - \$5,000.00**

It is the recommendation of the Masterplan Steering Committee to begin the planning/design of the Celebration Garden in Phase 2.

Gateway Signage

Phase 1

The Douglas County Fairgrounds currently has 3 sign locations. All 3 sign locations are located adjacent to Harper Street directly east of the Extension Office and its north parking lot. All 3 signs are relatively small in size and become somewhat ambiguous to passing traffic. It is the recommendation of this landscape masterplan to provide 2 additional gateway signs to delineate the “front door” or arrival to the Douglas County Fairgrounds. The proposed gateway signs are to be located at the intersection of Harper Street and East 19th Street and adjacent to the proposed Teaching Garden located at the lower southwest corner of the Fairgrounds. It is recommended that the Fairgrounds explore alternative options to the traditional “park style” sign when planning and designing the gateway signage.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of one (1) Gateway Sign with Landscaping = **\$7,000.00 - \$10,000.00**

It is the recommendation of the Masterplan Steering Committee to begin the planning/design of the Gateway Signage in Phase 2.

Pocket Parks

Phases 1 & 2

The Douglas County Fairgrounds currently contains large open green spaces with full sun exposure. It is the intent of this Landscape Masterplan to provide a series of pocket parks that will offer shade from the elements as well as an opportunity for passive education. Four proposed pocket parks will be utilized along the interpretive trails offering moments to reflect/rest and learn. The four pocket park themes will be the Arboretum Pocket Park, Hedgerow Pocket Park, Harvest Pocket Park, and the Carnival Pocket Park.

Arboretum Pocket Park

- Provide an outside seating area within the Arboretum Tree Canopy
- Provide passive learning opportunities through the use of signage and pocket park amenities

Hedgerow Pocket Park

- Provide a Hedgerow themed landscape screen for the remaining 2 barns. This pocket park is dependent on the final decision of which barns are to remain on site. It is the recommendation of the Master Plan Steering Committee to postpone installation of this park until final demolition of barns is complete.
- Utilize Osage orange trees and establish a routine pruning schedule to maintain a historically accurate hedgerow

- Provide a passive learning opportunity through the use of informative signage
- If resources and staff cannot be committed to maintain the hedgerow, investigate public sponsorship opportunities or simply allow the trees to grow out and function as shade trees for carnival activities



Above images: Examples of Osage Orange hedgerows.

Harvest Pocket Park

- Provide at least two walnut trees and one pecan tree for shade and passive education
- Provide informative signage for passive education opportunity

Carnival Pocket Park

- Provide an outside seating area adjacent to evergreen screen
- The primary purpose of this pocket park is to offer seating and shade for event visitors
- Pocket Park location must remain clear of event parking green space

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost per Pocket Park = **\$1,000.00 - \$5,000.00. Estimated cost of Pocket parks will vary depending on the hardscape and plant materials utilized.**

Upland Prairie Inspired Green Seams

Phases 2 & 3

Identified early on in the Kick off Meeting/ Visioning Process was the importance and value community members placed on the utilization of native plantings. The Fairgrounds house the KSU Research and Extension Offices and are a showcase facility for community events and education. It is the recommendation of the Masterplan Steering Committee to continue this emphases on education and introduce native upland prairie inspired green seams. These prairie green seams will be located adjacent to existing and proposed streets and will support the Interpretive Trails Network. All green seams will remain linear in design to avoid conflict with event parking and equipment. The Landscape Masterplan calls for an approximate three acres of green seam landscaping.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of Typical Short Grass Seed Mix (\$145.00/acre x 3 acre) = **\$435.00**

Estimated Cost of Typical Tall Grass Seed Mix (\$150.00/acre x 3 acre) = **\$450.00**

Estimated Cost of Typical Buffalo Grass Mix (\$660.00/acre x 3 acre) = **\$1980.00**

Cost of seed mix will vary depending on supplier and method of installation. Estimated cost does not include labor. The upland prairie inspired green seams are to be installed in Phase 2 and 3. It is the recommendation of the Masterplan Steering Committee to segment out the installation of green seams across Phases 2 and 3. This will allow the Fairgrounds to assess the feasibility of these green seams with current maintenance requirements.



Above image: Conceptual Render of Proposed Prairie Green Seam.

Oregon Trail Themed Playground

Phase 3

The Douglas County Fairgrounds landscape has a unique past. Historical mapping of the Lawrence area shows the path of the Oregon Trail traversing across what is now the Carnival Greenspace. It is the intent of this Masterplan to draw inspiration from the Fairgrounds historic past and provide a passive learning opportunity through the use of themed play equipment. The Oregon Trail Themed Playground will have multiple functions. It will provide a safe environment for children to play and learn during Fairground events. It will support the adjacent Concessions Building by providing a park shelter for visitors to gathering and dine in. It will connect the proposed green seams to the iconic center of the Fairgrounds and establish a new pedestrian connection.

Estimated Cost and Phasing

The following estimated costs represent materials only and do not include labor/design fees.

Estimated Cost of Toddler Sized Themed Oregon Trail Wagon Playset = **\$12,000.00 - \$15,000.00**

Estimated Cost of Multi-Age Sized Themed Oregon Trail Wagon Playset = **\$30,000.00 - \$40,000.00**

Estimated Cost for the Picnic Shelter = **\$50,000.00 - \$75,000.00**

It is the recommendation of the Masterplan Steering Committee to begin the planning/design phase of the Oregon Trail Themed Playground in phase 3. This will allow the Fairgrounds to investigate alternative funding strategies for the playground.



Above image: Example of existing pioneer themed playground equipment.



Above image: Conceptual Render of Proposed Oregon Trail Playground

Roundabout Plaza

Phase 3

The proposed roundabout is located in the interior of the Fairgrounds and will be framed by the Community Indoor Arena, Open Pavilion, Outdoor Event Arena, the Concession Building, and the proposed Oregon Trail themed playground. This location will receive a large amount of pedestrian traffic during events being hosted at the Fairgrounds. This provides a unique opportunity to plan for a flexible space. The objective of the roundabout plaza is to serve vehicular traffic on a day-to-day basis but remain flexible enough to transform into a functioning pedestrian plaza for events.

It is the recommendation of the Masterplan Steering Community to explore options in hardscape materials, landscape plantings, lighting, public art, and seating to be incorporated into the roundabout plaza. The roundabout plaza will require further planning and design before a general cost estimate should be provided.

Cost Estimate for Phases 1, 2, & 3

Cost Estimate

Phase 1

The following estimated costs represent materials only and do not include labor/design fees.

Iconic Tree Plantings

(11) London Plane Trees (Platanus x acerifolia) Estimated Cost of Plant Material = \$2,200.00

Landscape Screening

Estimated Cost of Plant Material = \$6,000.00

Interior Landscaping

Estimated Cost of Shade Tree Plant Material = \$8,200.00

Open Pavilion Estimated Cost of Foundation Plant Material = \$3,000.00 - \$6,000.00

Outdoor Event Arena Estimated Cost of Foundation Plant Material = \$2,000.00 - \$4,000.00

Meeting Hall (Front Entrance) Estimated Cost of Foundation Plant Material = \$500.00 - \$1,500.00

Concession Building Estimated Cost of Foundation Plant Material = \$500.00 - \$1,500.00

Total Estimated Cost of Plant Material = \$14,200.00 - \$21,200.00

Additional Phase Categories

Several components of the Landscape Masterplan will be broken up into more than 1 phase (One example is the Linear Arboretum is to be planted in phases 1, 2, & 3).

Total Estimated Cost of Plant Material for the Linear Arboretum = \$4,033.00 per phase

Total Estimated Cost of Material for the Interpretative Trails = \$4,746.75 per phase

Total Estimated Cost of Material for 2 Pocket Parks = \$2,000.00 - \$10,000.00

Total Estimated Cost per Phase 1 = \$33,179.75 - \$48,179.75

30% Contingency = \$43,133.675 - \$62,633.67

Cost Estimate

Phase 2

The following estimated costs represent materials only and do not include labor/design fees.

Meeting Hall Celebration Garden

Estimated Cost of Plant Material = \$1,000.00 - \$3,000.00

Estimated Cost of Architectural Feature Excluding Labor (ex. Pergola) = \$3,000.00 - \$5,000.00

Total Estimated Cost of Plant Material and Architectural Feature = \$4,000.00 - \$8,000.00

Total Estimated Cost of Material for the Celebration Garden = \$8,000.00 - \$16,000.00

Gateway Signage

Estimated Cost of (2) Gateway Signs with Landscaping = **\$14,000.00 - \$20,000.00**

Mixed Use Green Space

(2-4) 8' x 24' League Soccer Goals = \$1,800.00 - \$3,600.00

(9) Disk Golf Baskets = \$1,350.00

(2-4) Volley Ball Complete System = \$500.00 - \$1,000.00

Total Estimated Cost of Sport Equipment = **\$3,650.00 - \$5,950.00**

Additional Phase Categories

Total Estimated Cost of Material for 2 Pocket Parks = **\$2,000.00 - \$10,000.00**

Total Estimated Cost of Plant Material for the Linear Arboretum = **\$4,033.00 per phase**

Total Estimated Cost of Material for the Interpretative Trails = **\$4,746.75 per phase**

Total Estimated Cost of Seed Mix for Prairie Green Seams = **\$1,432.50 per phase**

Total Estimated Cost per Phase 2 = \$37,862.25 - \$62,162.25

30% Contingency = \$49,220.92 - \$80,810.92

Cost Estimate

Phase 3

The following estimated costs represent materials only and do not include labor/design fees.

Linear Arboretum Zone C

(29) Required Street Trees for East 19th Street = **\$5,800.00**

Oregon Trail Themed Playground

Estimated Cost of Toddler Sized Themed Oregon Trail Wagon Playset = \$12,000.00 - \$15,000.00

Estimated Cost for the Picnic Shelter = \$50,000.00 - \$75,000.00

Estimated Cost of Multi-Age Sized Themed Oregon Trail Wagon Playset = \$30,000.00 - \$40,000.00

Estimated Cost for the Picnic Shelter = \$50,000.00 - \$75,000.00

Total Estimated Cost of Toddler Sized Themed Oregon Trail Wagon Playset = **\$62,000 - \$90,000.00**

Total Estimated Cost of Multi-Aged Sized Themed Oregon Trail Wagon Playset = **\$80,000.00 - \$115,000.00**

Additional Phase Categories

Total Estimated Cost of Material for the Interpretative Trails = \$4,746.75 per phase

Total Estimated Cost of Seed Mix for Prairie Green Seams = \$1,432.50 per phase

Total Estimated Cost per Phase 3 with Toddler Size Oregon Trail Wagon Playset = \$73,979.25 -
\$101,979.25

30% Contingency = \$96,173.02 - \$132,573.02

Total Estimated Cost per Phase 3 with Multi-Aged Size Oregon Trail Wagon Playset = \$91,979.25 -
\$126,979.25

30% Contingency = \$119,573.02 - \$165,073.02

Appendix A

Master Plan Steering Committee

Name:	Affiliation
Eileen Horn	County Sustainability Staff
Marlin Bates	Extension Staff
David Sparkes	County maintenance Staff
Chris Cunningham	Treanor Architects
Sharon Ashworth	Master Gardeners
Sarah Plinsky	County Administration

Appendix B

Key Stakeholder Groups

Name:	Affiliation
Susan Johnson	Extension Staff
Mary Wolfington	Not provided
Jim Harmon	Not provided
Dale Nimz	Not provided
Stan Rins	Not provided
Margaret Kalb	Douglas County Fair Board
Mathew Fishburn	Douglas County Fair Board
Crystal Miles	Lawrence Parks & Rec – Horticulture Manager
C.L. Maurer	Landplan Engineering
John Standing	Not provided
Sue Ann Funk	Not provided

Douglas County Fairgrounds Landscape Master Plan

Presented to the Board of County
Commissioners:
November 30, 2016













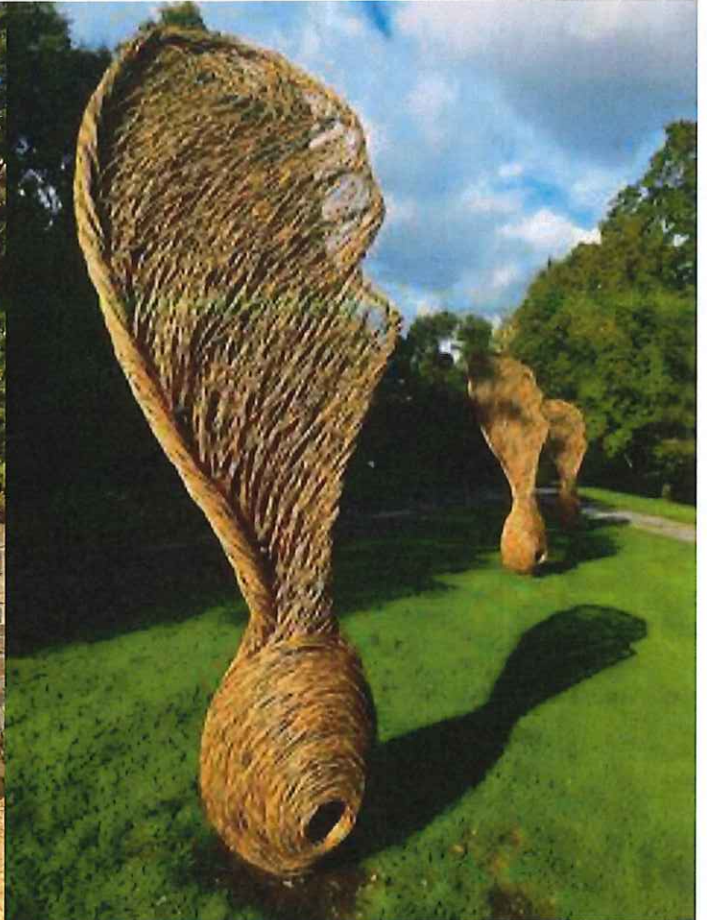




RED OAK
IN LOVING MEMORY OF
ERNST & ANNY GARLICH
1921 - 2006 & 1920 - 2005

















Master Plan Process:

- Steering Committee:
 - Sharon Ashworth, Master Gardeners
 - Eileen Horn ,County Sustainability Director
 - Marlin Bates, KSU Research and Extension Horticulture Agent
 - David Sparkes, County Maintenance Director
 - Chris Cunningham, Lead Architect, Treanor Architects
 - Sarah Plinsky, County Administrator
- Stakeholder Kick Off Meeting Attendees:
 - Fair Board
 - Audubon of KS
 - Conservation District
 - Kaw Valley Native Plant Coalition
 - Lawrence Parks and Recreation
 - Master Gardeners
 - Landplan Engineering
 - Treanor Architects
- Landscape Architects:
 - Darron Ammann, Paul Neukirch, Bartlett & West



Master Plan Overview:

- 13 Key Components to the Landscape Master Plan

- 3 Phase Approach

- Phase 1 Goal = 3 years
 - Phase 2 Goal = 6 years
 - Phase 3 Goal = 10 years

- Key Values

- Sustainability
 - History
 - Recreation
 - Education



Master Plan Overview:

- 13 Key Components for the Landscape Master Plan
 - Linear Arboretum
 - Iconic Tree Plantings
 - Teaching Garden
 - Mixed Use Green Space
 - Interpretative Trails & Pedestrian Connections
 - Meeting hall Celebration Garden
 - Gateway Signage
 - Pocket parks
 - Oregon Trail themed Playground
 - Uplands Prairie Inspired Green Seams
 - Landscape Screening
 - Interior landscaping
 - Roundabout Plaza

Master Plan Overview:

- Linear Arboretum
 - Phases 1, 2, 3
 - Zones A, B, C

It is recommended to postpone Zone C street trees till after the proposed street improvements are finished.

Zone A
(Harper St.)

Zone B
(Harper St.)

Zone C
(East 19th St.)



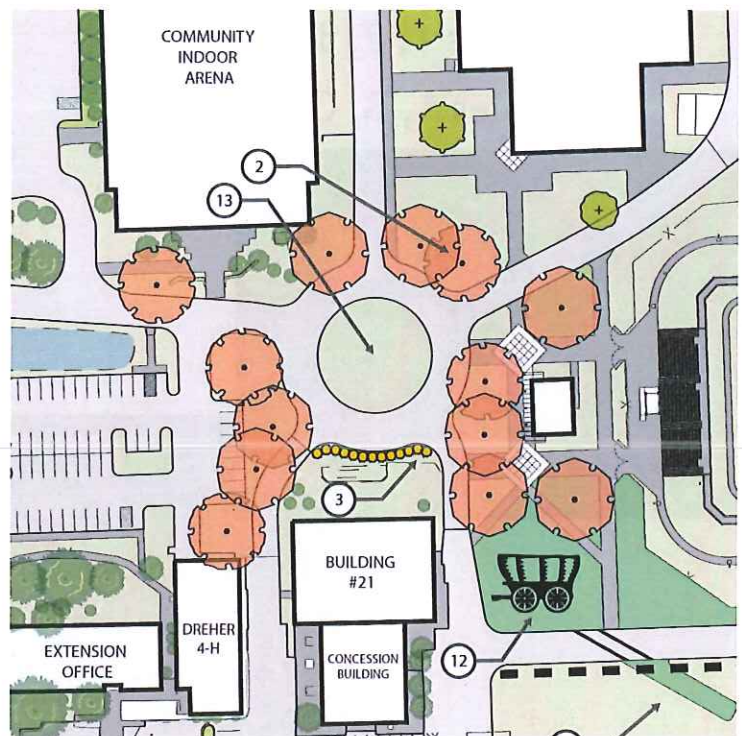
Master Plan Overview:

- Linear Arboretum
 - Phases 1, 2, 3
 - Zones A, B, C



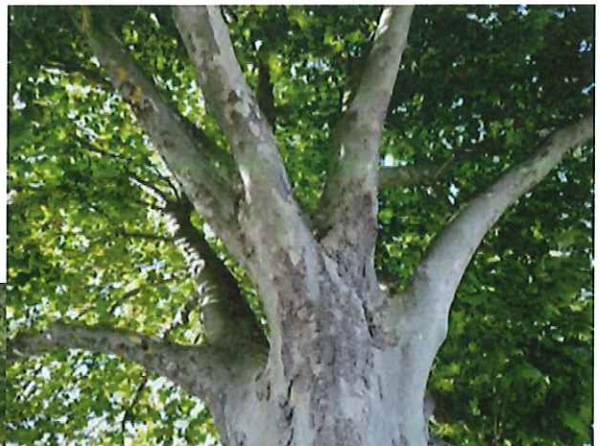
Master Plan Overview:

- Iconic Tree Plantings
 - London Plan Tree, *Platanus x acerifolia*
 - Phase 1



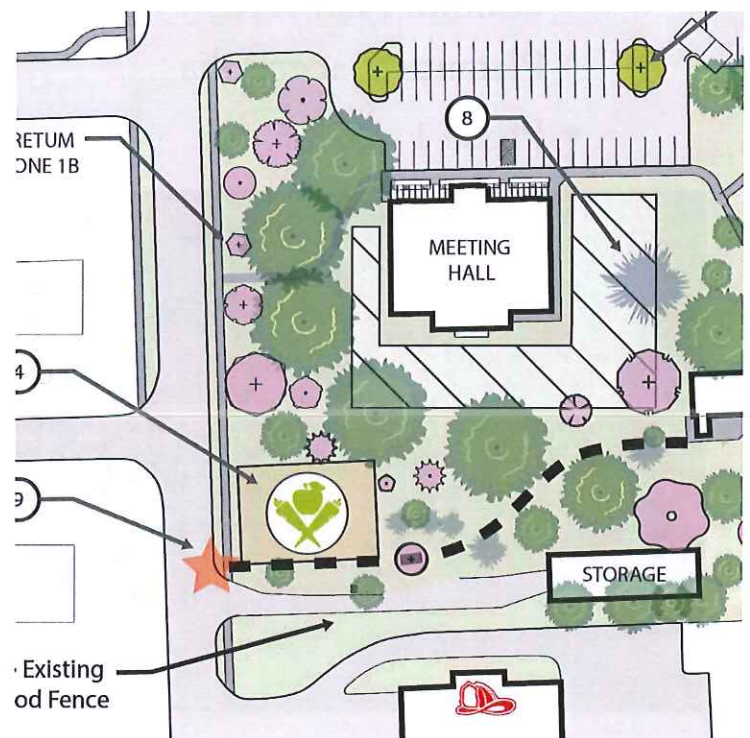
Master Plan Overview:

- Iconic Tree Plantings
 - London Plan Tree,
Platanus x acerifolia
 - Phase 1

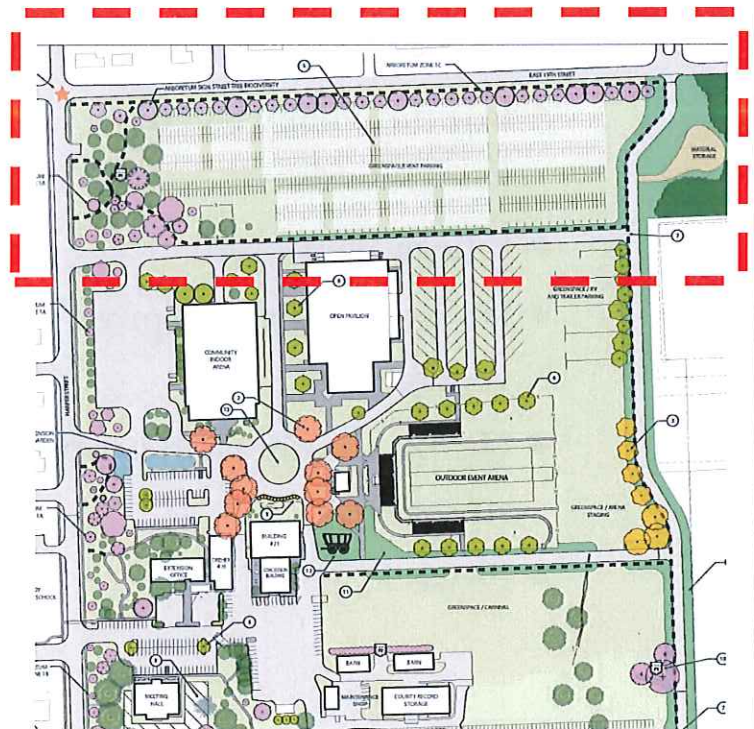


Master Plan Overview:

- Teaching Garden
 - SW Corner of Fairgrounds
 - Next to Firehouse and Meeting Hall
 - Phase 1

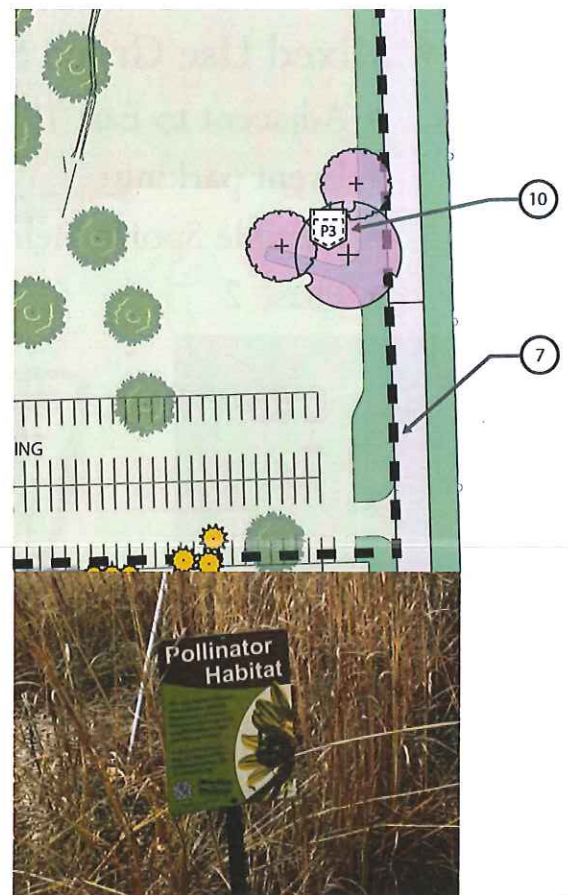


- Adjacent to East 19th St.
- Event parking
- Flexible Sports Fields
- Phase 2



Master Plan Overview:

- Interpretative Trails & Pedestrian Connections
 - Promote daily use of the Fairgrounds
 - Linear arboretum
 - Uplands Prairie Inspired vegetation
 - Utilize existing and proposed streets
 - Phase 1, 2, 3



Master Plan Overview:

- Interpretative Trails & Pedestrian Connections
- Phase 1, 2, 3



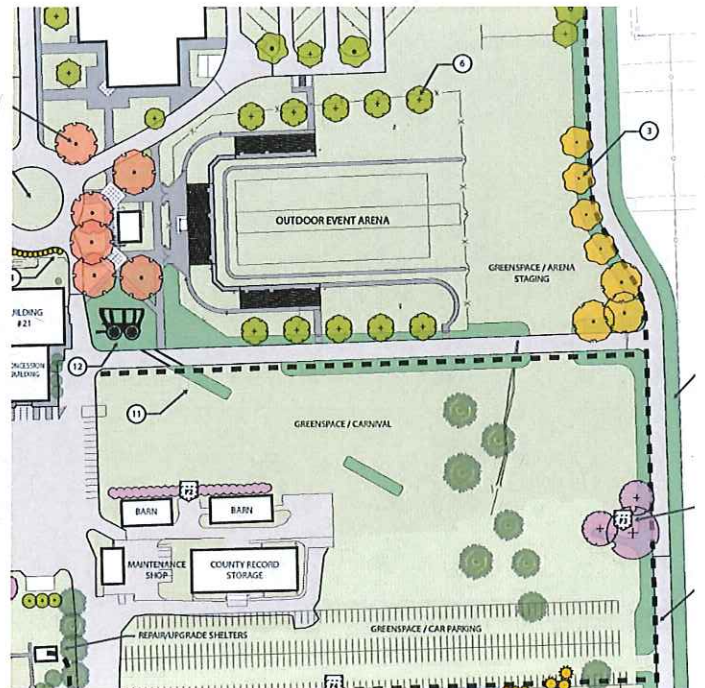
Master Plan Overview:

- Interpretative Trails & Pedestrian Connections
- Phase 1, 2, 3



Master Plan Overview:

- Upland Prairie Inspired Green Seams
- Phases 2 & 3



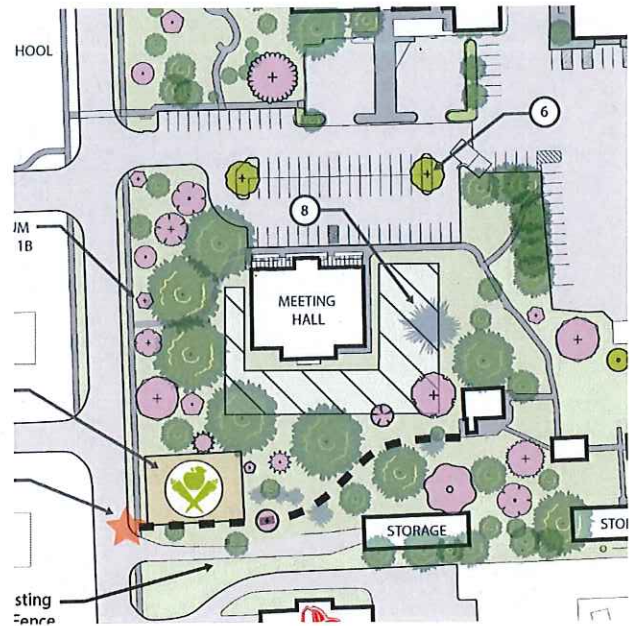
Master Plan Overview:

- Upland Prairie Inspired Green Seams
- Phases 2 & 3



Master Plan Overview:

- Meeting Hall Celebration Garden
 - Aesthetically pleasing landscaping
 - Supports events being held at the Meeting Hall
 - Outdoor gathering space
 - Phase 2



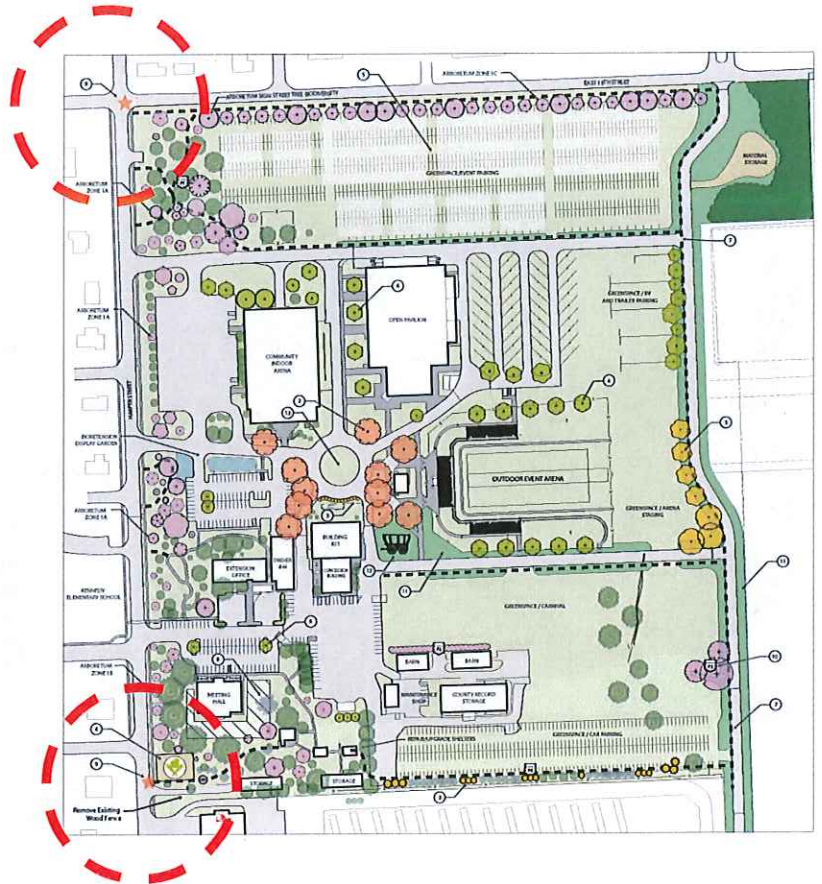
Master Plan Overview:

- Meeting Hall Celebration Garden



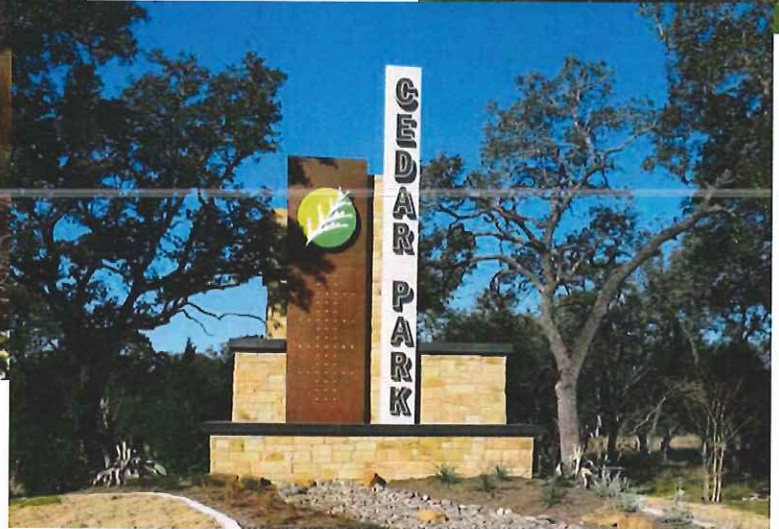
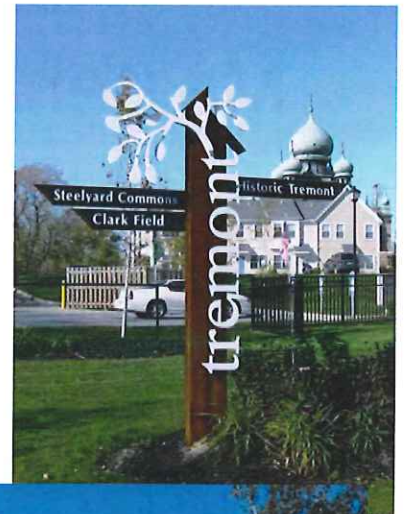
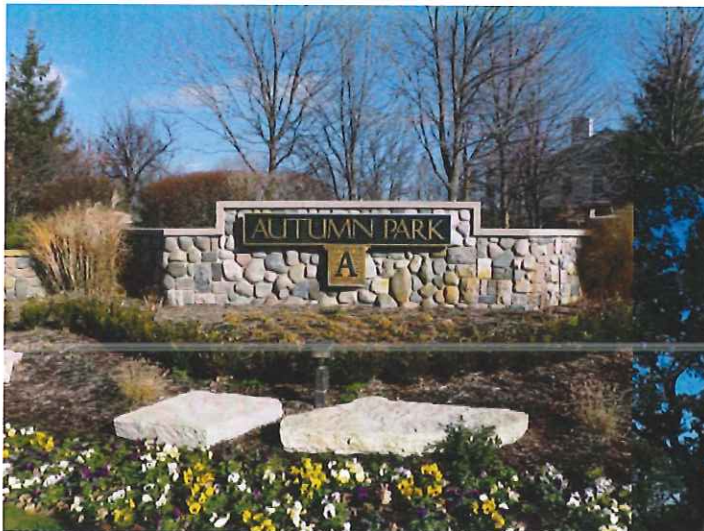
Master Plan Overview:

- Gateway Signage
 - NW corner, E 19th and Harper St.
 - SW corner next to proposed teaching garden and existing fire station
 - Phase 2



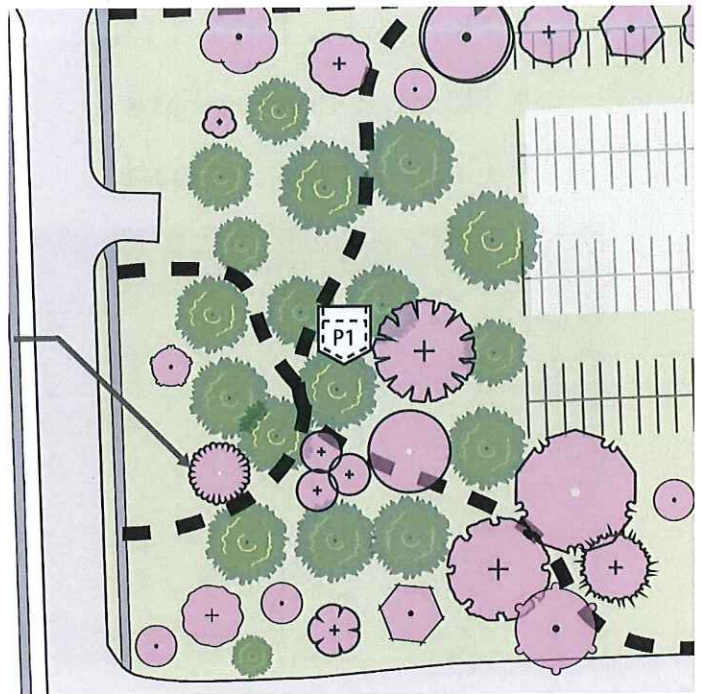
Master Plan Overview:

- Gateway Signage Examples



Master Plan Overview:

- Pocket Parks
 - Arboretum Pocket Park
 - Hedgerow Pocket Park
 - Harvest Pocket Park
 - Carnival Pocket park
 - Phases 1 & 2



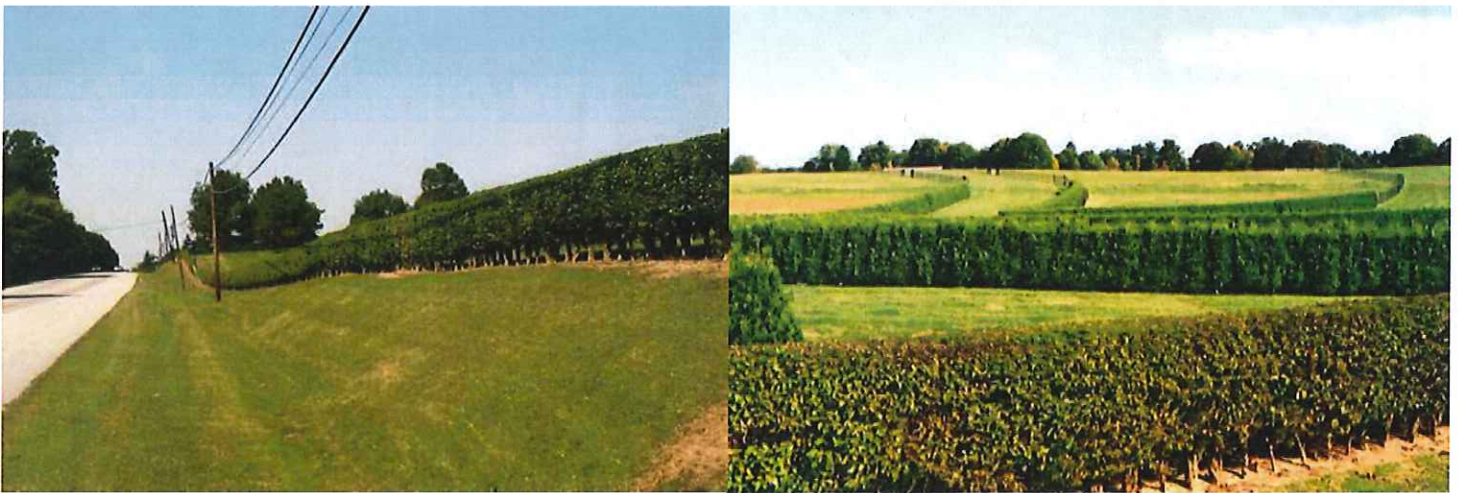
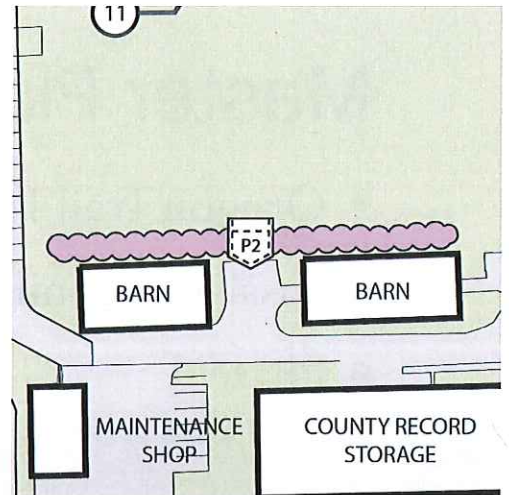
Master Plan Overview:

- Pocket Parks
 - Arboretum Pocket Park
 - Hedgerow Pocket Park
 - Harvest Pocket Park
 - Carnival Pocket park



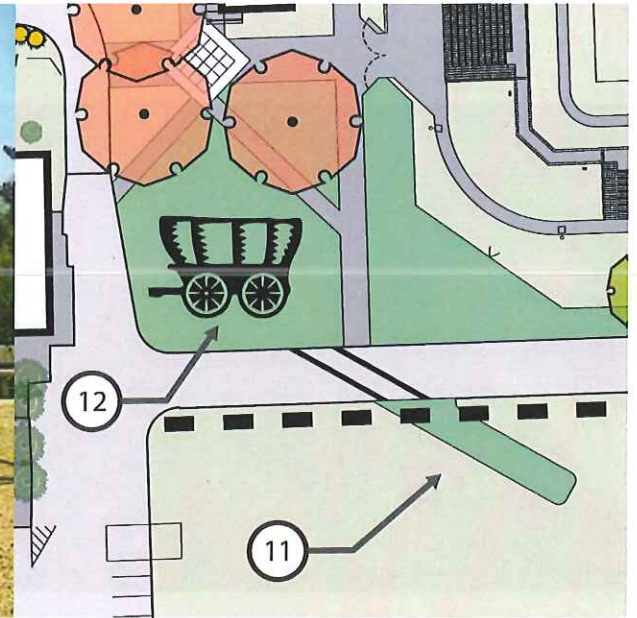
Master Plan Overview:

- Pocket Parks
 - Hedgerow Pocket Park
 - Passive Learning Opportunity



Master Plan Overview:

- Oregon Trail Themed Playground
- Passive Learning Opportunity
- Phase 3



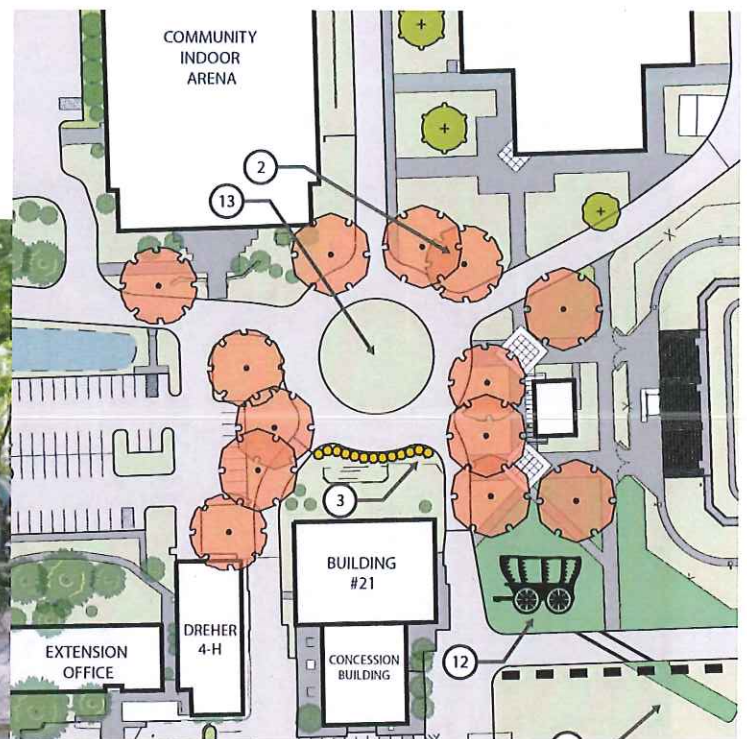
Master Plan Overview:

- Oregon Trail Themed Playground



Master Plan Overview:

- Landscape Screening and Interior Landscaping (Phase 1)
- Roundabout Plaza
- Phase 3



Master Plan Overview:

- Landscape Screening and Interior Landscaping
- Roundabout Plaza
- Dream Big!



Opportunities for partnerships:

Partnerships for design, maintenance, educational programs:

- Master Gardeners
- School garden, Kennedy school
- City of Lawrence Common Ground program
- Fire/Med 2

Potential sources for grants:

- Douglas County Community Foundation funding (LiveWell, Elizabeth Schultz Environmental Fund)
- Douglas County Natural and Cultural Heritage Grant
- National gardening grant opportunities

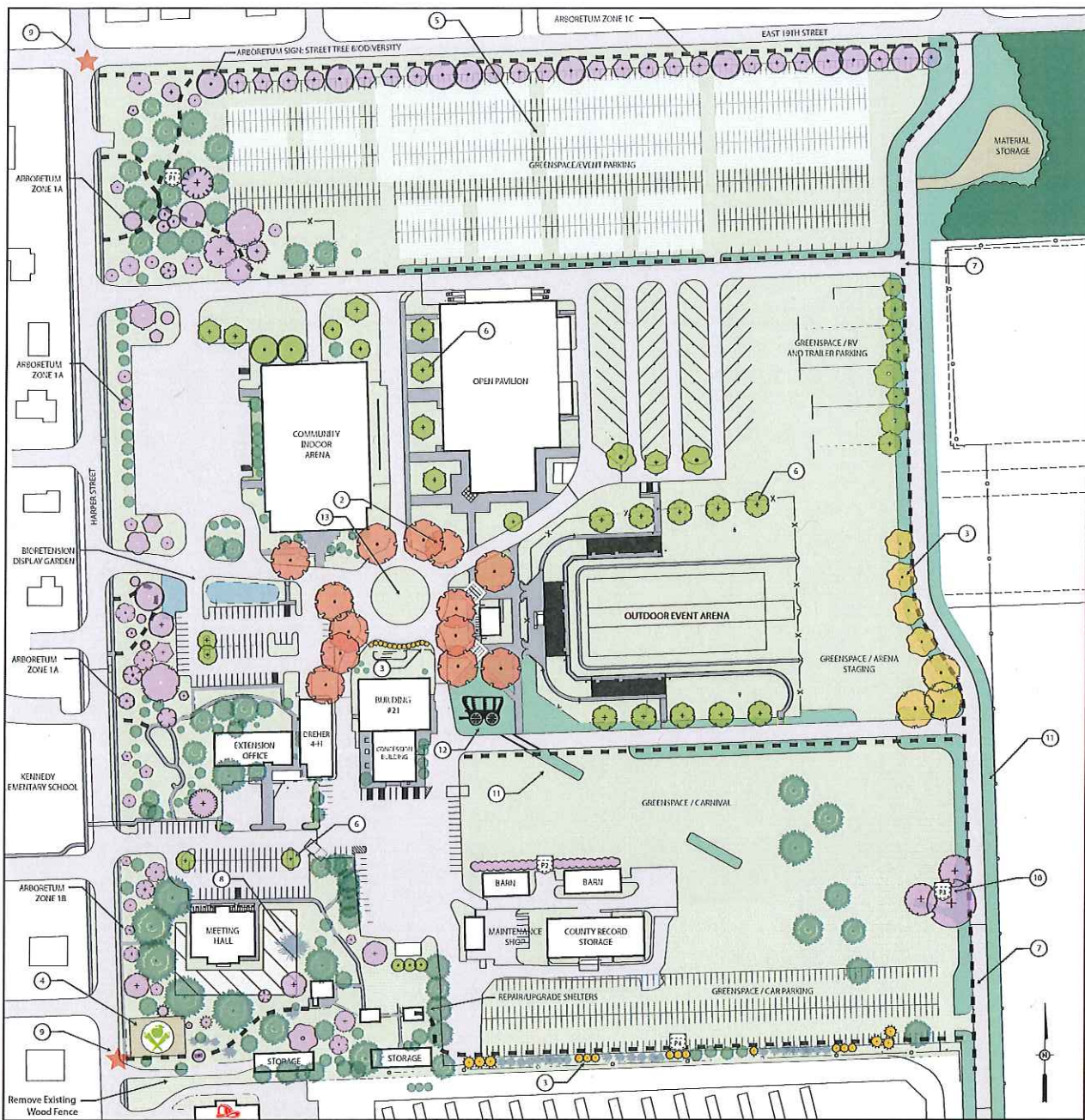
Budget Overview:

Estimated costs:

- Phase 1: \$43,133.67 - \$62,633.67
- Phase 2: \$49,220.92 - \$80,810.92
- Phase 3: \$96,173.02 - \$132,573.02 (Small Playground)
\$119,573.02 - \$165,073.02 (Large Playground)
- Estimated costs represent materials only and do not include labor/design fees

Available funding:

- ☐ \$46,000 landscaping budget included in project budget.
- ☐ Cost savings: self-performing site seeding
- ☐ Project contingency could be used for signage, trails, and other Phase 2 items



2016 DOUGLAS COUNTY FAIRGROUNDS LANDSCAPE MASTERPLAN

- 1) LINEAR ARBORETUM** PHASING 1 2 3
- Linear Arboretum - East side of Fairgrounds adjacent to Harper Street
 - Internal layout of trees
 - Provide mature trees in existing and out of the linear arboretum
 - Provide informative tree labels for all spaces within the Linear Arboretum
 - A) The western edge of the Fairgrounds adjacent to Harper Street
 - This zone does not include any adjacent to the Meeting Hall
 - B) Southern corner of Fairgrounds located adjacent to the new Meeting Hall
 - This zone has been identified by the Steering Committee as a potential area of conflict with existing trees.
 - It is recommended that the Fairgrounds coordinate closely with the City of Lawrence in providing alternative solutions for planting new trees in this location.
 - C) Street Tree Bioshield - North side of the Fairgrounds adjacent to East 18th Street
 - Provide informative signage at locations indicated in the above map highlighting the importance of biodiversity for urban street trees.
 - Proposed street trees for East 18th Street will provide a physical example of biodiversity and contribute to the overall arboretum signage.
 - It is the recommendation of the Masterplan Steering Committee that all plantings in this zone be delayed 10 years after all proposed street construction is finished on East 18th Street.
- 2) ICONIC TREE PLANTINGS** PHASING 1 2 3
- 1) Create a sense of space by utilizing trees with a sturdy character and larger scale.
 - 2) Provide shade for visitors to the Fairgrounds.
 - 3) Recommended tree species for the iconic tree plantings
 - London Plane Tree, Red Oak, and White Oak
 - For alternative tree species please refer to the Recommended Linear Arboretum Tree species list in the Masterplan document.
- 3) LANDSCAPE SCREENING** PHASING 1 2 3
- 1) Landscape Screen 1
 - Utilize an evergreen screen to hide existing generator from the proposed bioshield located directly north of the Concourses Building.
 - 2) Landscape Screen 2
 - Utilize an evergreen screen along the southern property line of the Fairgrounds.
 - 3) Landscape Screen 3
 - Utilize large deciduous trees and provide a screen directly east of the Outdoor Event Arena.
- 4) TEACHING GARDEN** PHASING 1 2 3
- 1) Provide 1 Teaching Garden to focus on Food Education
 - Establish working relationships with community members and organizations for sponsorship of the food garden. Possible sponsors include but not limited to the nearby Kennedy Elementary School and adjacent Fire Department Station.
- 5) MIXED USE GREEN SPACE** PHASING 1 2 3
- 1) Maintain Turf Green Space for Event Parking
 - Maintain current turf grass
 - There is an opportunity to introduce Douglas County inspired crops to help delineate parking areas and control traffic while offering passive education opportunities.
 - 2) Establish Flexible Turf Sports Fields
 - When green space is not being utilized for event parking it is recommended to designate portions of the green space to function as team sports fields.
 - Flexible sports fields include but not limited to soccer, volleyball, basketball, and flag football.
- 6) INTERIOR LANDSCAPING** PHASING 1 2 3
- 1) Provide Shade Trees and Foundation Plantings
 - Open Pavilion
 - Outdoor Event Areas
 - Meeting Hall
 - Concours Building
- 7) INTERPRETATIVE TRAILS** PHASING 1 2 3
- 1) Establish New Pedestrian Trails within the Douglas County Fairgrounds
 - Provide nature trails leading to and within the Linear Arboretum
 - Provide nature trails traveling along East 18th Street and leading into the County Fairgrounds connecting with the Oregon Trail Playground, Outdoor Event Area, Open Pavilion, Mixed Use Green Space, and Linear Arboretum.
- 8) MEETING HALL CELEBRATION GARDEN** PHASING 1 2 3
- 1) Provide Ornamental Trees and Shrubs to Support Events Being Hosted at the New Meeting Hall
 - Utilize short species currently found in the existing teaching garden located adjacent to the Entrance office. Existing teaching gardens include the Shade Garden, Open Garden, Shrub Garden, and Bird Garden.
 - 2) Provide an Outdoor Dining Space
 - Utilize landscape materials such as pavers or pavement and establish an area to be utilized for event seating.
 - Provide a Pergola / Shelter to support event activities such as weddings.
- 9) GATEWAY SIGNAGE** PHASING 1 2 3
- 1) Provide 2 new Gateway Signs with Landscaping to Highlight the Douglas County Fairgrounds
 - Locate 1 Gateway Sign at the Southwest corner of the Fairgrounds located next to the proposed Teaching Garden.
 - Locate 1 Gateway Sign at the intersection of East 18th St and Harper St.
- 10) POCKET PARKS** PHASING 1 2 3
- 1) Arboretum Pocket Park
 - Provide an outdoor seating area within the arboretum tree canopy.
 - Provide passive seating opportunities through the use of signage and pocket park amenities.
 - 2) Hedgehog Pocket Park
 - Provide a Hedgehog themed landscape area for the remaining 2 lanes.
 - Utilize Oregon Oregon trees and establish a theme promoting schedule to maintain a historical structure for future use.
 - Provide a passive learning opportunity through the use of informative signage if measured and staff cannot be committed to maintaining the hedgehog. Investigate public sponsorship opportunities or simply allow the trees to grow out and function as shade trees for carnival activities.
 - 3) Harvest Pocket Park
 - Provide at least 2 Pavers and 1 Walnut tree for shade and passive education.
 - Provide a seating area to include nature style amenities, such as harvest-themed play structures to coincide with the pavers and walnut trees.
 - Provide informative signage for passive education opportunity.
 - 4) Carpool Pocket Park
 - Provide an outdoor seating area adjacent to emergency services.
 - The primary purpose of the pocket park is to offer seating and shade for event visitors.
 - Pocket Park location must remain clear of event parking green space.
- 11) UPLANDS PRAIRIE INSPIRED GREEN SEAMS** PHASING 1 2 3
- 1) Provide Linear Green Seams of Upland Prairie Inspired Grass Species and Wildflowers
 - Locate nature trails adjacent to and within the Linear Green Seams guiding visitors into the Fairgrounds.
 - Utilize grass species and native plantings such as sunflower seeds across the material along the border at the Northwest corner of the Fairgrounds.
 - Linear Green Seams to be located adjacent to existing and proposed streets avoiding potential conflicts with event space usage.
- 12) OREGON TRAIL THEMED PLAYGROUND** PHASING 1 2 3
- 1) Provide a Set of "Traditional Style" Playground Equipment to Highlight the Connection between the County Fairgrounds and the Oregon Trail
 - Utilize Oregon Trail Themed Playground equipment
 - Provide a seating opportunity for children to discover the Oregon Trail
 - Utilize native grass species and wildflowers to define historic path of the Oregon Trail
 - Provide 1 picnic shelter to support the adjacent Concourses Building
- 13) ROUNDABOUT PLAZA** PHASING 1 2 3
- 1) Explore Strategies on how to Incorporate and Connect Roundabout Green space to event guests
 - Flexible
 - Grass Space
 - Food Trucks / Display Area
 - Alternative Site Lighting
 - Art Installation
 - Display Area

