

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JUNE 29, 2016

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of addendum to the jail expansion contract with Treanor Architects (Craig Weinaug); and
- (c) Consider approval of Third Amendment to East Hills Business Park Protective Covenants and Restrictions (Craig Weinaug/Adam Handshy)

REGULAR AGENDA

- (2) Consider approval of air conditioning for LPD computer room (David Sparkes)

- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- Board of Construction Codes Appeals (1) position 12/15**
- Community Corrections Board (2) positions 01/16 and 05/16**
- (c) Public Comment
- (d) Miscellaneous

- (4) Adjourn

WEDNESDAY, JULY 6, 2016

4:00 p.m.

-Vacation Petition Hearing for the City of Lawrence west of Queen Road (E 1000 Road)-
Scott Wagner

REGULAR – 6:00pm

CUP-16-00105: Consider a Conditional Use Permit for clean rubble landfill, on approximately 40 acres located at 1736 E 1550 Rd. Submitted by Grob Engineering Services, LLC, for Nunemaker-Ross, Inc., property owner of record. Mary Miller is the Planner.

WEDNESDAY, JULY 13, 2016

6:00 p.m.

CUP-15-00467: 2015 annual review of Hamm Buchheim Quarry at 1453 E 550 Road. Mary Miller is the Planner.

WEDNESDAY, JULY 20, 2016

WEDNESDAY, JULY 27, 2016

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.

DRAFT AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: The Board of County Commissioners for Douglas County, Kansas
(Owner or Owner's Representative)

In accordance with the Agreement dated: October 22, 2014

BETWEEN the Owner:

(Name and address)

The Board of County Commissioners for Douglas County, Kansas
11th and Massachusetts Street
Lawrence, KS 66044

and the Architect:

(Name and address)

Treanor Architects, P.A.
1040 Vermont Street
Lawrence, KS 66044

for the Project:

(Name and address)

Douglas County Jail Expansion
Lawrence, Douglas County, Kansas

Authorization is requested

- ☐ to proceed with Additional Services.
☐ to incur additional Reimbursable Expenses.

As follows:

By way of background, the parties' Agreement provides, among other things, that Article 3, Scope of Architect's Basic Services, includes five phases. The last of these is Phase V – Architectural / Engineering Services. Phase V is broken down into five sub-phases: Schematic Design Phase; Design Development Phase; Construction Documents Phase; Bidding or Negotiation Phase; and Construction Phase. The Agreement provides that Architect's Phase V work will be compensated according to a schedule and based upon 7.4% of the agreed estimates for the Cost of Construction as determined upon completion of the Design Development Phase, among other requirements and conditions of the Agreement. Architect has determined it needs to perform some Phase V services at this time.

Upon the request of Architect, Owner hereby authorizes Architect to begin Phase V and to perform the first two sub-phases of Phase V, the Schematic Design Phase and the Design Development Phase, as follows and in accordance with all the terms and conditions of the Agreement (whether found in Article 3 or elsewhere in the Agreement). Architect shall provide all deliverables associated with these sub-phases as specified in the Agreement. After completing the second sub-phase of Phase V, and providing all deliverables associated with this sub-phase, Architect shall not proceed to any subsequent sub-phases of Phase V unless and until such time as Owner (by and through Owner's representative, the County Administrator) issues a written notice to proceed. The parties contemplate that this notice to proceed will be issued if and only after the voters approve a bond issue to finance the jail expansion, but Owner does not waive or otherwise limit any of its rights under the Agreement. At any time, Owner (by and through Owner's representative, the County Administrator) may issue a written notice to stop work and, if such notice is issued, Architect will immediately stop work.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Although not an adjustment to compensation under the Agreement, the parties wish to specify how Phase V compensation will be handled pending the completion of the Design Development sub-Phase of Phase V. Architect projects that the Costs of Construction for the jail expansion will be in the range of \$21-22 million, with total project costs of approximately \$27-30 million. However, precise estimates have not yet been completed. Because the Architect's compensation for Phase V work is based on a percentage of the Costs of Construction, and those precise costs have not yet been determined, the parties will utilize the figure of \$20 million as a placeholder for purposes of calculating Architect's initial compensation for work performed in the first two sub-phases of Phase V. The parties are utilizing this amount because they are comfortable that it is less than what will be established as the actual Costs of Construction and, therefore, basing Architect's initial compensation on this figure should not result in over-compensation of Architect. Accordingly, Architect's initial compensation pursuant to section 11.1 of the Agreement for the first two sub-phases of Phase V will be: Schematic Design Phase, \$296,000.00; and Design Development Phase, \$222,000.00; or such portion of same performed prior to a notice to stop work. After the Costs of Construction have been established according to the terms of the Agreement, Architect's compensation will be adjusted if and as necessary to reflect the correct amount of Architect's compensation for these first two sub-phases, and Architect will then be paid any deficiency. If the Architect was overpaid, such overpayment will be deducted from any payment due for subsequent work pursuant to the Agreement, or if such work does not proceed, any overpayment will be repaid by Architect to Owner.

Time:
no change

SUBMITTED BY:

AGREED TO:

(Signature)

Daniel R. Rowe, President

(Printed name and title)

(Signature)

Jim Flory, Chair

(Printed name and title)

(Date)

(Date)

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Compensation:

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User Notes:

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AGREED TO:

(Signature)

Daniel R. Rowe, President

(Printed name and title)

(Signature)

Jim Flory, Chair

(Printed name and title)

(Date)

(Date)

THIRD AMENDMENT TO
EAST HILLS BUSINESS PARK PROTECTIVE
COVENANTS AND RESTRICTIONS

THIS THIRD AMENDMENT is made as of the ____ day of _____, 2016, by the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("**Declarant**") and ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE AND DOUGLAS COUNTY, INC. ("**EDC**") a Kansas not-for-profit corporation formerly known as DOUGLAS COUNTY DEVELOPMENT, INC.

RECITALS:

(A) Pursuant to East Hills Business Park Protective Covenants dated December 21, 1988, and recorded in the Office of the Register of Deeds of Douglas County, Kansas at Book 426, Page 1787 (the "**Declaration**"), Declarant subjected certain property located in Sections 3 and 4, Township 13 South, Range 20 East, Douglas County, Kansas (the "**Property**"), as more particularly described in the Exhibit to the Declaration, to certain restrictions as set forth in the Declaration.

(B) The Declarant, joined by other Owners of the Property comprising more than 50% of the acreage in the Park made the First Amendment to East Hills Business Park Protective Covenants dated December 3, 1991, and recorded the same in the Office of the Register of Deeds, Douglas County, Kansas, at Book 464, Pages 1579-1587 (the "**First Amendment**").

(C) The Declarant, joined by other Owners of the Property comprising more than 50% of the acreage in the Park made the Second Amendment to East Hills Business Park Protective Covenants dated July 27, 2009, and recorded the same in the Office of the Register of Deeds, Douglas County, Kansas, at Book 1052, Pages 4583-4585 (the "**Second Amendment**")

(D) Pursuant to Section 12.13 of the Declaration, "at any time the Owners of more than 50% of the acreage in the Park, and Declarant may, by written declaration signed and acknowledged by them and recorded, alter, amend, modify or terminate" the Declaration.

AMENDMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

NOW, THEREFORE, Declarant and EDC, together with other owners of real property in the Park who own more than 50% of the acreage in the Park hereby declare that the original

Declaration as amended by the First Amendment and Second Amendment shall be and hereby is amended as follows:

A. Section 2.01 shall be amended to read as follows:

There is hereby established a Board of Trustees, for all purposes set forth in these Restrictions, which shall consist of an odd-number of individuals no fewer than five (5) and who shall be elected and/or appointed as provided in this Article II.

B. Section 2.02 shall be amended to read as follows:

The City Administrator of the City of Lawrence, Kansas and the County Administrator of Douglas County, Kansas shall each designate one (1) representative to serve on the Board of Trustees. The Owners shall elect an odd-number of individuals not fewer than three (3) to serve on the Board of Trustees.

C. Section 2.03 shall be amended to read as follows:

In all elections for members of the Board of Trustees, each Owner shall have one (1) vote for each Board of Trustee position to be elected by the Owners. No cumulative voting and no fractional votes shall be permitted.

D. Section 2.04 shall be amended to read as follows:

Elections by the Owners of members of the Board of Trustees shall be conducted in the month of January prior to the commencement of a new two (2) year term. The City Administrator and County Administrator shall each designate a representative in the month of January prior to the commencement of a new two (2) year term. The term of office shall be for two (2) years and shall commence on March 15 and continue until March 14 of the second year or until successors are elected or appointed.

E. Section 2.05 shall be amended to read as follows:

A majority of the members of the Board of Trustees shall constitute a quorum, and actions shall be determined by majority vote of those members of the Board of Trustees in attendance at any meeting at which there is a quorum present. The Trustees may also take action without a meeting by unanimous written consent of all members of the Board of Trustees.

3. Recording of Amendment. This Third Amendment shall be recorded in the Office of the Register of Deeds of Douglas County, Kansas, and shall be effective upon such recording.

4. Continuation of Declaration. The Declaration, as herein amended, shall continue in full force and effect in accordance with its terms.

5. Binding Effect. The restrictions contained in this Third Amendment shall run with the land for the benefit of the Property and shall inure to the benefit of and be

binding upon Declarant and all Owners of any and all parcels of the Property, their heirs, successors, legal representatives, and assigns.

IN WITNESS WHEREOF, Declarant and EDC have executed this Third Amendment to East Hills Business Park Protective Covenants as of the date first above written.

EDC:

ECONOMIC DEVELOPMENT CORPORATION
OF LAWRENCE AND DOUGLAS COUNTY, INC.,
a Kansas not for profit corporation

By: _____
Name: _____
Its: President

DECLARANT:

BOARD OF COUNTY
COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

By: _____
Name: _____
Its: _____

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED that on this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for the County and State aforesaid came _____ of the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, who is personally known to me to be the person who executed, as such officer, the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of DOUGLAS COUNTY, KANSAS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2016.

Notary Public

My Appointment Expires:

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED that on this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for the County and State aforesaid came _____, President of ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE AND DOUGLAS COUNTY, INC., who is personally known to me to be the person who executed, as such officer, the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2016.

Notary Public

My Appointment Expires:

CONSENT TO THIRD AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS
EAST HILLS BUSINESS PARK

STATE OF _____, COUNTY OF _____) ss:

_____, ("**Affiant**") of lawful age, being first duly sworn on oath, deposes, and says:

1. That Affiant is an authorized agent for _____ (the "**Owner**") who owns real property in the East Hills Business Park, Lawrence, Kansas.

2. That a Declaration of Protective Covenants and Restrictions recorded in the Office of the Register of Deeds, Douglas County, Kansas at Book 426, Pages 1787-1799 for EAST HILLS BUSINESS PARK, as amended by: (a) the First Amendment recorded at Book 464, Pages 1579-1587; (b) the Second Amendment recorded at Book 1052, Pages 4583-4585 (the foregoing collectively the "**Declaration**").

3. That the proposed Third Amendment to the Declaration attached as Exhibit A shall apply to the Owner's property.

4. That the Owner consents to the Third Amendment to the Declaration.

5. That this Consent may be recorded in the Office of the Douglas County Register of Deeds.

FURTHER AFFIANT SAITH NOT.

By: _____
Printed Name: _____
Title: _____

STATE OF _____, COUNTY OF _____)ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (Affiant), the _____ (Title) of _____ (Owner).

Notary Public
My Appointment Expires:

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EAST HILLS BUSINESS PARK PROTECTIVE
COVENANTS AND RESTRICTIONS**

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E. Section 2.05 shall be amended to read as follows:

A majority of the members of the Board of Trustees shall constitute a quorum, and actions shall be determined by majority vote of those members of the Board of Trustees in attendance at any meeting at which there is a quorum present. The Trustees may also take action without a meeting by unanimous written consent of all members of the Board of Trustees.

3. Recording of Amendment. This Third Amendment shall be recorded in the Office of the Register of Deeds of Douglas County, Kansas, and shall be effective upon such recording.

4. Continuation of Declaration. The Declaration, as herein amended, shall continue in full force and effect in accordance with its terms.

5. Binding Effect. The restrictions contained in this Third Amendment shall run with the land for the benefit of the Property and shall inure to the benefit of and be

binding upon Declarant and all Owners of any and all parcels of the Property, their heirs, successors, legal representatives, and assigns.

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OF LAWRENCE AND DOUGLAS COUNTY, INC.,
a Kansas not for profit corporation

By: _____
Name: _____
Its: President

DECLARANT:

BOARD OF COUNTY
COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

By: _____
Name: _____
Its: _____

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED that on this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for the County and State aforesaid came _____ of the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, who is personally known to me to be the person who executed, as such officer, the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of DOUGLAS COUNTY, KANSAS.

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DOUGLAS COUNTY INFORMATION TECHNOLOGY

Judicial & Law Enforcement Center
111 E 11th Street, Unit 4
Lawrence, KS 66044-2981
(785) 832-5330 Fax (785) 832-5262
www.douglascountyks.org

David Sparkes
Director, Buildings and Grounds

Memorandum

To: Board of County Commissioners
From: David Sparkes, Director of Buildings and Grounds
Date: June 23, 2016
Re: Computer room air conditioning

It was brought to my attention that the air conditioning equipment for the LPD computer room had been raising in temperature since last August. After checking out the system, it was determined that the system was not designed or large enough to accommodate the heat load produced by the computer equipment. We are not able to retrofit the current system to accommodate the load.

This information was passed along to the LPD, and I was instructed to look into the cost of having the system replaced with one designed for computer rooms.

I contacted a company out of Lenexa to get pricing of equipment that is designed for computer rooms. I received a price of \$20,663 for the equipment. This includes the air moving equipment and the cooling unit. We would still need a roof penetration, (\$ 1000), a support for the condenser (\$350) and electrical work done (\$5850). This comes with a 1 year limited warranty against defects, and a 5 year warranty for the compressor.

Douglas County Maintenance would provide the installation of this equipment, but would need approximately \$750 for refrigerant lines and insulation and incidentals. This totals to \$28613.

I am asking the Board of County Commissioners on approval to proceed with this project.