

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, SEPTEMBER 7, 2016

4:00 p.m.

- Proclamation to declare September 2016 as "National Preparedness Month." (David Hogg)
- Proclamation affirming September 8 as "World Literacy Day" (Betty Parks)
- Proclamation for "First Responder Appreciation Week" and Valor First Responder Awards & Appreciation Event (Michelle Derusseau)

-Consider approval of the minutes for June 21, June 22, June 29, July 6, July 13, July 20, July 27, August 3, August 10, August 11 and August 31, 2016.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;

REGULAR AGENDA

- (2) Consider approval of lease for the Criminal Justice Coordinator office space.
(Robert Bieniecki)
- (3) Consider approval of contract with Shafer, Kline, and Warren to create a master plan for the Delaware Tribe of Indians property. (Eileen Horn)
- (4) Consider approval of the use of Sustainability and Energy Savings Reinvestment Fund (in Equip Reserve) to purchase LED lighting for the Douglas County Fairgrounds Community Arena. (Eileen Horn)
- (5) Consider proposal received from KDOT for funding for signalization of the intersection of US-59 with County Route 458 (Browning/Weinaug)
- (6) (a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
-Board of Construction Codes Appeals (1) position 12/15
-Food Policy Council (1) position
(c) Public Comment
(d) Miscellaneous
- (7) Adjourn

WEDNESDAY, SEPTEMBER 14, 2016 – Cancelled

WEDNESDAY, SEPTEMBER 21, 2016

WEDNESDAY, SEPTEMBER 28, 2016

WEDNESDAY, OCTOBER 5, 2016

WEDNESDAY, OCTOBER 12, 2016

-NRA projects (826 Pennsylvania Street NRA and Vermont Place NRA)-Britt Crum-Cano

WEDNESDAY, OCTOBER 9, 2016

WEDNESDAY, OCTOBER 26, 2016 – 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.*



Office of the County Commission

PROCLAMATION

NATIONAL PREPAREDNESS MONTH
SEPTEMBER 2016

WHEREAS, National Preparedness Month is a nationwide effort held each September; and

WHEREAS, the goal of National Preparedness Month is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action; and

WHEREAS, no community is truly prepared for a disaster until every individual, family and business takes personal responsibility for preparedness; and

WHEREAS, the U.S. Department of Homeland Security, through its *Ready* campaign and Citizens Corps program, works with a wide variety of organizations, including local, state and federal government agencies and the private sector, to highlight the importance of emergency preparedness and to promote individual involvement through events and activities across the nation; and

WHEREAS, all Americans need to take some simple steps to prepare for emergencies, including making a family emergency plan, getting an emergency supply kit, being informed about local threats and getting involved in preparing their communities; and

WHEREAS, the natural, man-made, and technological emergencies and disasters witnessed nationwide in 2016 illustrate the potential devastation to communities and highlight the importance of preplanning disaster response and sheltering operations;

NOW, THEREFORE, the Board of County Commissioners, of Douglas County, Kansas, do hereby proclaim the month of September, 2016 to be

“National Preparedness Month”

in Douglas County and encourage citizens of Douglas County to join with citizens across the nation to ensure a community of citizens who are disaster aware and disaster prepared.

ADOPTED this 7th day of September, 2016.

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

James E. Flory, Chairman

Mike Gaughan, Vice-Chair

Nancy Thellman, Member



Office of the County Commission

PROCLAMATION

World Literacy Day
Douglas County, Kansas

WHEREAS, there are over 758 million adults, 15 years and older worldwide, who lack the literacy skills needed to obtain good jobs or to actively participate in the education of their children; and it is estimated that 67 million primary school aged children do not attend school and many more attend irregularly or are drop outs; and over 8% of the population in the state of Kansas and approximately 6% of the population of Douglas County over the age of 16 lack the ability to read or write.

WHEREAS, Altrusa International of Lawrence, Kansas, Inc., an organization of executive and professional women committed to community service, has pledged to work toward worldwide literacy; and

WHEREAS, the community of Lawrence has residents of all ages, in every neighborhood, who are functionally illiterate; and

WHEREAS, Altrusa International of Lawrence, Kansas, Inc. has implemented the ongoing Born to Read Project at Lawrence Memorial Hospital, providing a book to each newborn; provides 4 annual scholarships for women; supports New York Elementary School with volunteer reading companions and has implemented a partnership book club; provides educational software for youth and adults for our international project in Kenya; provides newspaper subscriptions to Health Care Access; has developed a caregiver lending library at Douglas County Senior Services; supports the Lawrence Public Library, and thereby encourages reading and the promotion of life-long literacy for the residents of Lawrence;

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, do hereby proclaim September 8th, 2016 as

“WORLD LITERACY DAY”

and urges all citizens of this community to continue working together in addressing literacy needs in Lawrence and Douglas County.

ADOPTED this 7th day of September, 2016.

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

James E. Flory, Chairman

Mike Gaughan, Vice-Chair

Nancy Thellman, Member



Office of the County Commission
PROCLAMATION
First Responders Appreciation Week
Douglas County, Kansas

WHEREAS, there is no day in recent history more terrifying than September 11, 2001 and no day in recent history that better exemplifies the dangers faced and sacrifices made by first responders. September 11, 2001 was a day which changed our nation forever; it was a day in which over 400 fire and medical and law enforcement personnel made the ultimate sacrifice.

WHEREAS, there are men and women in our community who on a daily basis risk their lives for the lives of others; selfless men and women who run towards danger as we run for safety.

WHEREAS, they do their job well and without any fanfare which makes it easy for us to forget the dangers and we take them for granted. The anniversary of 9/11 should serve as a reminder of the risks these men and women take every day for our community and an appropriate time to acknowledge their hard work and dedication.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, do hereby proclaim the week of September 11-17, 2016 as

“First Responder Appreciation Week”

in Douglas County and call upon all citizens, government agencies, public and private institutions, businesses and schools to take a moment to show their appreciation for the men and women of the Baldwin City Fire and Police Departments, Clarion Springs EMS, Clinton Township Fire, Douglas County Sheriff's Office, Eudora Fire and Police Departments, Eudora Township Fire, Kansas Highway Patrol, KU Office of Public Safety, Kanwaka Township Fire, Lawrence-Douglas County Fire Medical, Lawrence Police Department, Lecompton Fire/EMS, Palmyra Township Fire, Wakarusa Township Fire and Willow Springs Township Fire Department, as well as, Douglas County Emergency Communications operators who provide the key link between the citizen in an emergency situation and the first responders.

ADOPTED this 7th day of September 2016.

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

James E. Flory, Chairman

Mike Gaughan, Vice-Chair

Nancy Thellman, Member

ASHLAR, L.C.

OFFICE LEASE SUMMARY

This Office Lease (the "Lease"), dated as of the date set forth in Section 1 of this Office Lease Summary (the "Summary"), below, is made by and between Ashlar, L.C., a Kansas limited liability company ("Landlord"), and Douglas County Kansas Administration for Robert Bieniecki, ("Tenant").

SUMMARY OF BASIC LEASE INFORMATION

1. Date of Contract: October 1, 2016
2. Building: 1040 New Hampshire Street
Lawrence, Kansas 66044
- 2.1 Premises Suite 22
- 2.2 Premises space Approximately 174 rentable (174 usable) square feet of space located in the Building and commonly known as Suite 22, as further set forth in Exhibit A to the Office Lease.

3. Lease Term

- 3.1 Length of Term: 1 year
- 3.2 Lease Commencement Date: October 1, 2016
- 3.3 Lease Expiration Date: September 30, 2017
- 3.4 Base Year: January 1, 2015

4. Base Rent :

4.1 Amount Due*:

Lease Year	Annual Base Rent	Monthly Installment of Base Rent	Annual Rental Rate per Rentable Square foot
2016	\$2945.40	\$245.45	\$16.93

*Sums due as Additional Rent set forth on page -iii- of this Summary.

- 4.2 Security Deposit: \$650
- 4.3 Landlord (Rent Payment) Address: Ashlar, L.C.
1040 New Hampshire
Lawrence, Kansas 66044
5. Permitted Use: General office use only consistent with a first-class office building.
6. Address of Tenant: Craig Weinaug (County Administrator),
1100 Massachusetts Street

Lawrence, KS 66044

(Prior to Lease Commencement Date)

And

Suite 22

1040 New Hampshire

Lawrence, Kansas 66044

(After Lease Commencement Date)

7. Broker: Bryan Hedges

EXHIBITS

A Outline of Premises

B Rules and Regulations

C Schedule of Fees for Available Services

Additional Rent 2016

Base Rent		\$245.45
Additional Rent	Cleaning	\$34.90
	Receptionist	\$131.41
	Yard Maintenance	\$3.43
	Internet	\$50.64
	Phone Line	\$39.99
	Maintenance	\$20
	Insurance	\$12.97
	Property Taxes	\$66.64
	Utilities	\$44.57
Additional Rent Total		\$404.55
Total Rent		\$650

ARTICLE I

PREMISES, BUILDINGS AND COMMON AREAS

1. The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2 of the Summary (the "Premises"). The outline of the Premises is set forth in Exhibit A attached hereto and each floor or floors of the Premises has approximately the number of rentable square feet as set forth in the Summary. The parties agree that the lease of the Premises is subject to the terms, covenants and conditions herein set forth. Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions and that this Lease is made upon the condition of such performance. Except as specifically set forth in this Lease, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Landlord warrants the Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities and that it shall comply with all applicable laws regarding the Premises and building during the term of this Lease. Tenant is satisfied with the physical condition of the Premises, including all equipment and appurtenances, and the taking possession thereof shall be conclusive evidence of this receipt thereof in good and satisfactory order and repair. Tenant acknowledges that there have been no representations, agreements or promises to decorate, alter, repair or improve the Premises.
2. Common Areas. Tenant shall have the non-exclusive right to use in common with other tenants in the Building, subject to the rules and regulations set forth in Exhibit B attached hereto, those portions of the Buildings which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Building. Such areas, together with such other portions of the Building designated by Landlord, in its discretion, are collectively referred to herein as the "Common Areas." The Common Areas are indicated on the outline of the Premises, Exhibit A. The manner in which the Common Areas are maintained and operated shall be at the sole discretion of Landlord. Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of Common Areas.
3. Verification of Rentable Square Feet of Premises and Building. For purposes of this Lease, "rentable square feet" and "useable square feet" of the Premises shall be deemed as set forth in Section 2 of the Summary and shall not be subject to re-measurement or modification.

ARTICLE II

LEASE TERM

4. Terms. The terms and provisions of this Lease shall be effective as of the date of this Lease. The "Lease Term," the "Lease Commencement Date," and the "Lease Expiration Date" shall be as set forth in Section 3 of the Summary, unless this Lease is sooner terminated as hereinafter provided.

ARTICLE III

BASE RENT

5. Base Rent. Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the address set forth in the Summary, or, at such other place as Landlord may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("Base Rent") as set forth in the Summary, payable in equal monthly installments in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease.

ARTICLE IV

ADDITIONAL RENT

6. General Terms. In addition to paying the Base Rent specified in Article 3, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses," as those terms are defined below. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, are hereinafter collectively referred to as the "Additional Rent," and the Base Rent and the Additional Rent are herein collectively referred to as "Rent." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.
7. Definitions of Key Terms Relating to Additional Rent. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:
 - a. "Base Year" shall mean the period set forth in Section 3 of the Summary.
 - b. "Direct Expenses" shall mean "Operating Expenses" and "Tax Expenses."
 - c. "Expense Year" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.
 - d. "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, or repair of the Buildings, or any portion thereof. Operating Expenses shall include, but not be limited to, any and all of the following:
 - i. the cost of supplying all utilities, the cost of operating, repairing, maintaining, upgrading, and renovating the utility, telephone, computer, lighting, mechanical, sanitary, storm drainage, systems, and the cost of maintenance, supplies and service contracts in connection therewith;
 - ii. the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses;
 - iii. the cost of all insurance carried by Landlord in connection with the Buildings;

- iv. the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Buildings, or any portion thereof;
- v. costs incurred in connection with Buildings parking areas;
- vi. fees and other costs, including management fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Buildings;
- vii. payments under any equipment rental agreements and the fair rental value of any management office space;
- viii. wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Buildings;
- ix. costs of janitorial, alarm, security and other services;
- x. costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute "Tax Expenses" as that term is defined below; and
- xi. payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building.
- xii. The term "Operating Expenses" does not include:
 - (a) the cost of any capital improvement to the Buildings.
 - (b) the cost of repairs, restoration or other work occasioned by fire, windstorm or other insured casualty other than the amount of any deductible under any insurance policy (regardless whether the deductible is payable by Landlord in connection with a capital expenditure);
 - (c) expenses Landlord incurs in connection with leasing or procuring tenants or renovating space for new or existing tenants;
 - (d) legal expenses incident to Landlord's enforcement of any lease;
 - (e) interest or principal payments on any mortgage or other indebtedness of Landlord; or allowance or expense for depreciation or amortization.
- e. "Tax Expenses" shall include, but not be limited to.
 - i. All federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Buildings, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because

of or in connection with the ownership, leasing and operation of the Buildings, or any portion thereof.

- ii. Any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax; and
 - iii. Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Additional Rent under this Article for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Share of any such increased Tax Expenses as Direct Expenses as set forth below. Any additional Tax Expenses to be paid by Tenant shall be included in calculating the cap on annual increases for Direct Expenses as set forth below.
 - iv. Notwithstanding anything to the contrary contained in this Section, all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Buildings), shall be excluded from Tax Expenses.
- f. "Tenant's Share" shall mean the percentage set forth in Section 2 of the Summary.

8. Allocation of Direct Expenses. The parties acknowledge that Landlord owns two Buildings and that the costs and expenses incurred in connection with the Buildings (i.e. the Direct Expenses) should be shared between the tenants of both Buildings. Accordingly, as set forth above, Direct Expenses are determined annually for the Buildings as a whole.

9. Calculation and Payment of Additional Rent.

- a. Calculation of Direct Expenses. Landlord calculates direct expenses at the conclusion of the Expense Year. Tenant is billed during that Expense Year for Direct Expenses based on the direct expenses for the prior Expense Year. At the conclusion of the Expense Year, once actual Direct expenses for that Expense Year are known, but in no event more than 45 days after the end of the Expense Year, Landlord shall recalculate the direct expenses that should have been paid by tenant for that Expense Year and give Tenant a statement (the Direct Expense Statement") showing the exact Direct Expenses incurred (or accrued) for the Expense Year and detailing Tenant's responsibility for those actual Direct Expenses. Then,
 - i. If Tenant's share of Direct Expenses exceeded the amount paid by Tenant during the Expense year, Landlord shall determine the amount of the Deficiency and state the amount of the Deficiency in the Statement provided to Tenant. Notwithstanding the

foregoing, however, under no circumstances shall the Deficiency be any greater than 3 percent of the Direct Expenses paid by Tenant during the Expense Year. After receipt of the Statement:

- (a) If Tenant's lease will continue for at least 12 months from the date of the Statement, Tenant shall pay to Landlord, with its next installment of Base Rent due, the full amount of the deficiency. Or, with written approval from Landlord, Tenant may pay the Deficiency to Landlord in 12 equal monthly payments to be paid with the Base Rent Due as Additional Rent.
 - (b) If Tenant's lease has terminated or will continue for less than 12 months from the date of the Statement, Tenant shall pay to Landlord, within 30 days if Tenant's lease has terminated, or with its next installment of Base Rent due if the lease continues, the full amount of the deficiency.
- ii. If Tenant's share of Direct Expenses is less than the amount paid by Tenant during the Expense year, Landlord shall determine the amount of the Surplus and state the amount of the Surplus in the Statement provided to Tenant. Notwithstanding the foregoing, however, under no circumstances shall the Surplus be any greater than 3 percent of the Direct Expenses paid by Tenant during the Expense Year. After providing the Statement to Tenant, Landlord may at Landlord's discretion:
 - (a) Pay Tenant the full amount of the surplus due; or,
 - (b) If Tenant's lease will continue for at least 12 months from the date of the Statement, prorate the amount of the surplus over 12 months and reduce Tenant's monthly Rent payments by the prorated amount; or,
 - (c) If Tenant's lease will continue for less than 12 months from the date of the Statement, prorate the amount of the surplus over the remaining months of the lease and reduce Tenant's monthly Rent payments by the prorated amount; or,
 - (d) If Tenant's lease has expired, reduce any payments due to Landlord from Tenant by an amount equal to the full amount of the surplus;
- b. Statement of Estimated Direct Expenses for New Expense Year. After calculating the Direct Expenses for the Expense Year as discussed above, Landlord shall prepare an Expense Estimate of Direct Expenses to be paid in the "New Expense Year." The "New Expense Year" will actually be the current year in which Landlord provides Direct Expense Statement for the prior year. The Expense Estimate shall be Landlord's reasonable estimate of total Direct Expenses for the New Expense Year. The Expense Estimate shall be used to calculate Tenant's share of Direct Expenses to be paid as Additional Rent in regular monthly installments in that year. Notwithstanding the foregoing, under no circumstances should Tenant's Direct Expense obligation increase or decrease from the prior year by more than 3 percent. Tenant shall pay the Direct Expenses for the New Expense Year as follows:
 - i. If Tenant's lease will continue through the entire New Expense Year, Landlord shall determine the appropriate monthly charge for Direct Expenses and Tenant shall pay such monthly amount as Additional rent each month during the New Expense Year. It is anticipated that the newly calculated monthly charge for Direct Expenses will not be delivered to Tenant until one or two months of the New Expense Year have passed. Upon presentation of the new Direct Expense Estimate:

- (a) If Tenant has under-paid the Direct Expense amounts required in the New Expense Year, Tenant shall have 30 days to pay the deficiency owed; or,
 - (b) If Tenant has over-paid the Direct Expense amounts in the New Expense Year, Tenant shall be entitled to reduce the next Rent payment due by the amount of the over-payment.
- ii. If Tenant's lease will not continue through the entire New Expense Year, Landlord shall determine the appropriate monthly charge for Direct Expenses during the remainder of the Tenant's lease and Tenant shall pay such monthly amount as Additional rent each month until the lease expires. It is anticipated that the newly calculated monthly charge for Direct Expenses will not be delivered to Tenant until at least one or two months of the New Expense Year have passed. Upon presentation of the new Direct Expense Estimate:
 - (a) If Tenant has under-paid the Direct Expense amounts required in the New Expense Year, Tenant shall have 30 days to pay the deficiency owed; or, If Tenant has over-paid the Direct Expense amounts in the New Expense Year, Tenant shall be entitled to reduce the next Rent payment due by the amount of the over-payment.
 - (b) The failure of Landlord to timely furnish the Direct Expense Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any increased Direct Expenses under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement to the extent necessary
 - (c) Right to Audit. Landlord shall maintain books and records of Operating Expenses for a period of two (2) years following the end of each calendar year. Within sixty (60) days following Tenant's receipt of a year end reconciliation of Direct Expenses and upon ten (10) days' prior written notice, so long as no Event of Default has occurred under this Lease, Tenant or Tenant's independent certified public accountant shall have the right to audit Landlord's books and records relating to the prior year's Direct Expenses at a mutually convenient time at Landlord's local office. Tenant agrees to provide to Landlord copies of any and all reports, summaries, conclusions, and other results of such audit within ten (10) days following Tenant's receipt thereof. If the audit discloses that the total amount invoiced to Tenant after year-end reconciliation for such year exceeds the actual Operating Expenses and Landlord reasonably concurs with such audit results, Landlord shall credit the amount of overpayment towards any outstanding Base Rent, Operating Expenses or any other amounts due under this Lease, and then to Tenant's next due payment of Operating Expenses, or if this Lease has expired, Landlord shall promptly refund the same to Tenant. Tenant and Tenant's accountant shall keep the results of any such audit confidential as to all parties other than Landlord, and shall enter into a written confidentiality agreement prior to conducting such audit at Landlord's request. Notwithstanding the above, in the event Landlord has obtained an audit of the books and records for any calendar year during the term of this Lease, then Tenant shall not have the right to audit for such calendar year.

10. Taxes and Other Charges for Which Tenant Is Directly Responsible.

- a. Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.
- b. Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any: sales tax, service tax, transfer tax or value added tax, or any other applicable tax or licensing fees assessed on Tenant by any governmental body, agency or any other organization.

ARTICLE V

USE OF PREMISES

11. Permitted Use. Tenant shall use the Premises solely for the Permitted Use set forth in the Summary and Tenant shall not use or permit the Premises or the Building to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.
12. Prohibited Uses. Tenant shall not allow occupancy density of use of the Premises which is greater than the average density of the other tenants of the Building. Tenant further covenants and agrees that Tenant shall not use, or suffer permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the provisions of the Rules and Regulations set forth in Exhibit B, attached hereto, or in violation of the laws of the United States of America, the State of Kansas, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Building, including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Tenant shall not do or permit anything to be done in or about the Premises which will in any way damage the reputation of the Building or obstruct or interfere with the rights of other tenants or occupants of the Building, or injury or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

ARTICLE VI

SERVICES AND UTILITIES

13. Tenant Services. Landlord shall provide, subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, the following services on all days on a

full-time, 24 hour a day, 7 days a week, basis (unless otherwise stated below) during the Lease Term:

- a. Heating and air conditioning ("HVAC") when necessary for normal comfort for normal office use in the Premises.
- b. Adequate electrical service and wiring and facilities for connection to Tenant's lighting fixtures and incidental use equipment, provided that Tenant's electrical usage shall be within normal range of use by Tenants in similar office buildings. Landlord shall bear the cost of replacement of bulbs, lamps, fluorescent tubes, starters and ballasts for lighting fixtures within the Premises.
- c. Water from regular Building outlets for drinking, lavatory and toilet purposes in the Building Common Areas.
- d. Janitorial services to the Premises, in and about the Premises and window washing services in a manner determined at the absolute sole discretion of Landlord.
- e. Telephone and telecommunication services, including internet connections and/or WiFi connections, and access to a photocopier with collation capability, provided however, Tenant agrees:
 - i. Landlord shall determine, at Landlord's sole discretion, the level of telephone and telecommunication services, including internet connections and/or WiFi connections, and photocopying services, to be provided;
 - ii. to pay the costs for such services as set forth in the Landlord's Schedule of Fees for Available Services (Exhibit C); Landlord reserves the right to adjust the services to be available and to amend the Schedule of Fees for Available Services at any time with 30 days advance notice to Tenant.
 - iii. Tenant shall be responsible for any costs incurred on Tenant's behalf for telephone and telecommunication services, including internet connections and/or WiFi connections, photocopying services which exceed the level of service provided by Landlord.
- f. A building receptionist, at Landlord's expense, to be available from 9 a.m. through 5 p.m., Monday through Friday, except during any and all legal holidays, snow days, or other days the Douglas County District Court is closed as ordered and designated by the Douglas County District Court. The receptionist shall be responsible for answering Tenant's telephone calls, taking messages, and greeting Tenant's clients and visitors.
- g. Mail receipt and sorting;
- h. Paper towels, tissue and soap in all lavatories and sink areas;
- i. Notary Public services;
- j. Access for Tenant, its employees, agents, and invitees to the Premises 24 hours a day, 7 days a week.
- k. Use of a conference room on a "first come, first serve" basis. Landlord reserves the right to limit the amount of use of the conference room by any Tenant so that all Tenants may have reasonable access thereto.

Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

14. Overstandard Tenant Use. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises by Landlord pursuant to the terms of this Lease. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord.
15. Interruption of Use. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including but not limited to receptionist, telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by circumstances outside the control of Landlord, including but not limited to resignations, breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, other fuel at the Building after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article VI.

ARTICLE VII

REPAIRS

16. Landlord to Repair. Landlord shall, at Landlord's own expense, promptly and adequately repair all damage to the Premises and replace or repair all damaged, broken, or worn fixtures and appurtenances, except for damage caused by abuse, negligence or neglect of Tenant, in which case Landlord shall make such repairs at Tenant's expense. In the event Tenant is liable to Landlord for costs of repair, Tenant shall pay Landlord the cost thereof within 30 days of billing for such repair. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements or additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary.

ARTICLE VIII

ADDITIONS AND ALTERATIONS

17. Tenant Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises or any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises.

ARTICLE IX

INSURANCE

18. Tenant's Indemnification. Tenant indemnifies, defends and holds Landlord harmless from claims: (1) for personal injury, death, or property damage; (2) for incidents occurring in or about the Premises or building; and (3) caused by the negligence or willful misconduct of Tenant, its agents, employees or invitees. When the claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Tenant and a third party unrelated to Tenant, except Tenant's agents, employees, or invitees, Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
19. Landlord's Indemnification. Landlord indemnifies, defends, and holds Tenant harmless from claims: (1) for personal injury, death, or property damage; (2) for incidents occurring in or about the Premises or building; and (3) caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees. When the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct. The provisions of this Section shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
20. Tenant's Compliance With Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase.
21. Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.
- a. Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in this section of this Lease, for limits of liability not less than:

Bodily Injury	\$ 500,000	each occurrence
Property Damage Liability	\$ 1,000,000	annual aggregate
Personal Injury Liability	\$ 500,000	each occurrence
	\$ 1,000,000	annual aggregate

- b. Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.
- c. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall:
 - i. name Landlord, Landlord's lender, and any other party the Landlord so specifies, as an additional insured;
 - ii. specifically cover the liability assumed by Tenant under this Lease;
 - iii. be issued by an insurance company which is acceptable to Landlord and licensed to do business in the State of Kansas;
 - iv. be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant;
 - v. be in form and content reasonably acceptable to Landlord; and
 - vi. provide that said insurance shall not be cancelled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord.

Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least thirty (30) days before the expiration dates thereof.

- d. Landlord and Tenant intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Landlord and tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder.

ARTICLE XI

DAMAGE AND DESTRUCTION

- 22. Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall within ninety (90) days after such notice from Tenant, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article XI, restore the Base Building and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building or any other modifications to the Common Areas deemed desirable by Landlord, provided that access to the Premises and any common restrooms serving the Premises shall not be materially impaired.
- 23. Landlord's Option to Terminate Lease. Notwithstanding the terms of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Building, and instead terminate

this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises.

24. Tenant's Option. If all or any part of the demised Premises are rendered substantially untenable by fire or other casualty not due to the act or neglect of Tenant, its employees, agents, servants, invitees or guests, Tenant shall have the right to terminate this Lease by giving written notice within thirty (30) days from the date of the casualty. If this Lease is not terminated, rent shall abate for all or said part of the demised Premises which are untenable on a per diem basis from and after the date of the fire or other casualty and until the demised Premises are repaired and restored.

ARTICLE XII

NONWAIVER

25. Waiver. No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder.

ARTICLE XIII

CONDEMNATION

26. Effect of Taking. If the whole or any part of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises or Building, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant may terminate this Lease if the taking materially interferes with Tenant's ability to continue its business in substantially the same manner and space as before the taking. Tenant may then terminate the Lease on the earlier of:
- a. the date when title vests;

- b. the date Tenant is dispossessed by the condemning authority; or
- c. sixty (60) days following notice to Tenant of the date when vesting or dispossession is to occur.
- d. Landlord shall receive the entire award for such taking or shall receive the entire payment made in lieu of condemnation and Tenant shall have no claim thereto whether or not the Lease is terminated, provided, however, Landlord shall not be entitled to any award made for loss of Tenant's business or depreciation to and cost of removal of Tenant's equipment and office furniture.

ARTICLE XIV

ASSIGNMENT AND SUBLETTING

27. Transfers. Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license of concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant. If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include:
- a. the proposed effective date of the Transfer, which shall not be less than thirty (30) days after the date of delivery of the Transfer Notice,
 - b. a description of the portion of the Premises to be transferred (the "Subject Space"),
 - c. all of the terms of the proposed Transfer and the consideration therefor,
 - d. the name and address of the proposed Transferee, and an executed copy of all documentation effectuating the proposed Transfer.
28. Landlord's Consent. Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:
- a. The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building, or would be a significantly less prestigious occupant of the Building than Tenant;
 - b. The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;
 - c. The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

- d. The proposed Transfer would cause a violation of another lease for space in the Building, or would give an occupant of the Building a right to cancel its lease; or
 - e. Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (a) occupies space in the Building at the time of the request for consent, or (b) is negotiating with Landlord to lease space in the Building at such time, or (c) has negotiated with Landlord during the twelve (12) month period immediately preceding the Transfer Notice.
29. Landlord's Option as to Recapture. Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture the Subject Space for the remainder of the Lease Term. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer (or at Landlord's option, shall cause the Transfer to be made to Landlord or its agent, in which case the parties shall execute the Transfer documentation promptly thereafter).
30. Effect of Transfer. If Landlord consents to a Transfer,
- a. the terms and conditions of this Lease shall in no way be deemed to have been waived or modified,
 - b. such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee,
 - c. Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and
 - d. no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease.
31. Lease Controls. Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease.

ARTICLE XV

SURRENDER OF PREMISES; OWNERSHIP AND

REMOVAL OF TRADE FIXTURES

32. Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated.
33. Removal of Tenant Property. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter

improved by Landlord, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

ARTICLE XVI

HOLDING OVER

34. Non-Renewal. If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Rent shall be payable at a monthly rate equal to the product of 200% of the greater of:
- a. the Rent applicable during the last rental period of the Lease Term under this Lease, and
 - b. the then current market rent (as determined by Landlord).
 - c. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained herein.
35. Additional Damages. If Tenant fails to surrender the premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

ARTICLE XVII

SUBORDINATION

36. Lease is subordinate. This lease shall be subject and subordinate to all present and future ground or underlying leases of the Buildings and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Buildings or any part thereof, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds.

ARTICLE XVIII

DEFAULTS; REMEDIES

37. Tenant's Default. Tenant shall be in default if:

- a. Tenant fails to comply with any term, provision, condition, or covenant of this Lease or any of the rules and regulations now or hereafter established for the government of the building;
- b. Tenant deserts or vacates the demises Premises;
- c. Any Petition is filed by or against Tenant under any Section or Chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof;
- d. Tenant becomes insolvent or makes a transfer in fraud of creditors;
- e. Tenant makes an assignment for benefit of creditors;
- f. A receiver is appointed for Tenant or any of the assets of Tenant; or,
- g. Tenant is a professional licensed to practice by any governmental entity and Tenant's license to practice is suspended or revoked by the governing body for any reason.

38. Landlord Remedies. When Tenant is in default, Landlord shall have the option to do any one or more of the following:

- a. Upon ten (10) days prior written notice to enter upon the demised Premises or any part thereof, either with or without process or law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and,
- b. Landlord may terminate this Lease, or
- c. it may from time to time, without terminating this Lease, relet said demised Premises or any part thereof for such terms or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as are reasonable for such commercial office space in Lawrence, Kansas, with the right to repair, renovate, remodel, redecorate, alter and change said demised Premises. Rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder, second, to the payment of any cost and expenses of such reletting including but not limited to attorney's fees, advertising fees and brokerage fees and to the payment of any repairs or replacements necessary to put the Premises in a condition reasonably acceptable to a new Tenant, to the payment of rent and additional rent due and payable hereunder and interest thereon. If after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to the Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said demised Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant.
- d. Landlord shall have the right to seek redress in the courts at any time to correct or remedy any default of the Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease.

39. Notwithstanding Re-letting, Lease May be Terminated. Notwithstanding, any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default.
40. Legal Action. In case it should be necessary for Landlord to bring any action under this lease, to consult or place said Lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord reasonable attorneys' fees if Landlord is successful in his legal action. All other remedies herein provided shall be cumulative to all other rights or remedies herein given to Landlord by law.
41. Waiver by Landlord. A waiver by Landlord of any default by Tenant in the performance of any of the covenants, terms or conditions hereof shall not be considered or treated as a waiver of any subsequent or other default as to the same or any other matter. If Tenant shall default in the performance or any covenant, agreement, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in the case of emergency. Bills for any expense incurred by Landlord in connection with any such performance by landlord for the account of Tenant, as well as bills for any property, material, labor or services provided, furnished or rendered, by Landlord to Tenant may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option and shall be due and payable by Tenant upon twenty (20) days' notice of the amount or amounts and the amount or amounts thereof shall be deemed to be additional rent under this Lease.
42. Duty to Mitigate. Landlord has a duty to mitigate its damage by acting reasonably and by making reasonable efforts to relet the Premises on reasonable terms.
43. Notice Required. Tenant shall promptly give to Landlord notice as herein provided of any defects in the demised Premises including the failure of Landlord to do anything required to be done by law or by the terms of this Lease or the doing or permitting to be done anything prohibited by law or by the terms of this Lease. Unless Tenant has given said notice and Landlord has failed to commence to cause the cure of said defect within ten (10) days after receipt of said notice, Tenant shall have no right to terminate the said Lease or to declare of forfeiture and in no event shall rent abate except as in this Lease specifically provided.
44. Landlord's Default and Tenant's Remedies. Landlord's failure to perform or observe any of its Lease obligations after a period of ten (10) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a default. If Landlord commits a default, Tenant may terminate this Lease upon written notice to Landlord within thirty (30) days of the default.
45. Tenant's Legal Remedies. Tenant shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Landlord by injunction or otherwise, without such resulting or being deemed a termination of this Lease.
46. Tenant's Legal Costs. In case it should be necessary for Tenant to bring any action under this Lease, to consult or place said Lease or any amount payable by Tenant thereunder with an attorney concerning or for the enforcement of any of Tenant's rights hereunder, then Landlord agrees in each and any such case to pay to Landlord reasonable attorneys' fees if Tenant is successful in his legal action. All other remedies herein provided shall be cumulative to all other rights or remedies herein given to Tenant by law.

47. Tenant's Wavier. A waiver by Tenant of any default by Landlord in the performance of any of the covenants, terms or conditions hereof shall not be considered or treated as a waiver of any subsequent or other default as to the same or any other matter. If Landlord shall default in the performance or any covenant, agreement, provision or condition herein contained, Tenant, without thereby waiving such default, may perform the same for the account and at the expense of Landlord, without notice in the case of emergency. Bills for any expense incurred by Tenant in connection with any such performance by Tenant for the account of Landlord, as well as bills for any property, material, labor or services provided, furnished or rendered, by Tenant to Landlord may be sent by Tenant to landlord monthly, or immediately, at Tenant's option and shall be due and payable by Landlord upon twenty (20) days' notice.

ARTICLE XIX

COVENANT OF QUIET ENJOYMENT

48. Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE XX

SECURITY DEPOSIT

49. Security Deposit Required. Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount set forth in the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, the removal of property and the repair of resultant damage, Landlord may, without notice to Tenant, apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit.

ARTICLE XXI

SIGNS AND ARTWORK

50. No Signs. Landlord shall control all signage. Tenant may not install signs, identification signage, notices, logos, pictures, names or advertisements anywhere in or about the Premises without written consent of Landlord.

51. No Artwork in Common Areas. Tenant may not place any artwork in the Common Areas.

52. Removal. Any signs, notices, logos, pictures, artwork, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant.

ARTICLE XXII

COMPLIANCE WITH LAW

53. Illegal Activity. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Building which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation, requirement, or ethical rule or requirement, now in force or which may hereafter be enacted or promulgated.

ARTICLE XXIII

LATE CHARGES

54. Late Fee. If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to five percent of the overdue amount plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

ARTICLE XXIV

REIMBURSEMENT

55. Landlord's Reimbursement. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, upon delivery by Landlord to Tenant of statements therefor:

- a. sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults;
- b. sums equal to all losses, costs, liabilities, damages and expenses incurred by Landlord which are to be reimbursed under terms of this Lease; and,
- c. sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law.
- d. Tenant's obligations under this Section shall survive the expiration or sooner termination of the Lease Term.

56. Tenant's Reimbursement. Except as may be specifically provided to the contrary in this Lease, Landlord shall pay to Tenant, upon delivery by Tenant to Landlord of statements therefor:

- a. sums equal to expenditures reasonably made and obligations incurred by Tenant in connection with the remedying by Tenant of Landlord's defaults;
- b. sums equal to all losses, costs, liabilities, damages and expenses incurred by Tenant which are to be reimbursed under terms of this Lease; and,
- c. sums equal to all expenditures made and obligations incurred by Tenant in enforcing or successfully attempting to enforce any rights of Tenant under this Lease or pursuant to law.
- d. Landlord's obligations under this Section shall survive the expiration or sooner termination of the Lease Term.

ARTICLE XXV

ENTRY BY LANDLORD

57. Landlord May Enter. Landlord reserves the right, with at least 48 hours notice, (except in emergencies) to enter the Premises at reasonable times:

- a. to inspect the same or clean or make repairs or alterations or additions as either required by the Lease or advisable to preserve the integrity, safety, and good order of part of all of the Premises or building;
- b. to erect, use, maintain, repair, replace or relocate pipes, ducts, wiring conduits and similar devices in and through the Premises and to enter upon said Premises for the purpose of the performance of any such work.;
- c. to exhibit same to prospective purchasers, mortgagees or tenants, or to current or prospective mortgagees, and to inspect the Premises to see that Tenant is complying with all of its obligations hereunder or to make repairs or modifications to any adjoining space or to the building.

Landlord shall promptly finish any work for which it entered; and cause the least practical interference to Tenant's business. If Landlord's entry materially and substantially interferes with the conduct of Tenant's business (and the entry is not needed because of Tenant's negligence or willful misconduct), the rent shall abate in proportion to the extent of the interference. The abatement shall begin on the third consecutive business day of the interference and continue until Landlord exits the Premises. Tenant shall have the option to cancel the Lease if the interference unreasonably and materially interferes with Tenant's use of or access to the Premises for at least thirty (30) consecutive days. To exercise this option Tenant must give Landlord ten (10) days written notice.

ARTICLE XXVI

CONFIDENTIALITY

58. Landlord acknowledges that Tenant desires to protect Tenant's clients' and customers' identities, concerns, needs and business interests and that such confidentiality may be critical to maintaining Tenant's license to practice Tenant's profession. Landlord agrees to not inquire of Tenant, its employees, agents, clients, customers, or visitors about:
- a. The specific business conducted by Tenant;
 - b. The identities of Tenants' agents, clients, customers or visitors; or,
 - c. The nature of the concerns, needs, or business interests of Tenants' agents, clients, customers or visitors.
59. Landlord agrees to keep confidential any and all information learned, no matter how it is learned, about Tenant's business activities, the identities of Tenants' employees, agents, clients, customers, visitors; and, the nature of the concerns, needs, or business interests of Tenants' employees, agents, clients, customers or visitors. Further, Landlord agrees to instruct its employees, agents, and contractors to keep confidential any and all information learned, no matter how it is learned, about Tenant's business activities, the identities of Tenants' employees, agents, clients, customers, or visitors; and, the nature of the concerns, needs, or business interests of Tenants' employees, agents, clients, customers or visitors. Landlord understands that with the express consent of Tenant, such information may be shared by Landlord, its employees, agents and contractors, within limits expressly set by Tenant.
60. Landlord agrees not to solicit Tenants' employees, agents, clients, customers or visitors for any purpose.
61. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.
62. Tenant acknowledges that other tenants in the Buildings include professionals, notably lawyers, for whom protecting confidentiality about their clients' and customers' identities, concerns, needs and business interests is critical to maintaining their licenses to practice their professions. Tenant agrees to not inquire of Landlord, its employees or agents about:
- a. The specific business conducted by other Tenants;
 - b. The identities of other Tenants' employees, agents, clients, customers, visitors, or business activities;
 - c. The nature of the concerns, needs, or business interests of other Tenants' employees, agents, clients, customers or visitors.
63. Tenant agrees to keep confidential any and all information learned, no matter how it is learned, about the identities of other Tenants' employees, agents, clients, customers, visitors, or business activities; or, the nature of the concerns, needs, or business interests of other Tenants' employees, agents, clients, customers or visitors. Tenant understands that with the express consent of another Tenant, such information may be shared with others within the limits expressly set by the other Tenant.
64. Tenant agrees not to solicit other Tenants, other Tenants' employees, agents, clients, customers or visitors for any purpose.

ARTICLE XXVII

TENANT PARKING

65. Parking Spaces. While there are parking spaces connected to the buildings at 1040 and 1046 New Hampshire, and Tenant may use such space as is available on a first-come, first-use basis, Landlord makes no guarantee the parking will be available for Tenant.

ARTICLE XXVIII

RENEWAL

66. Option. Tenant may extend this Lease for a period of 1 year beginning immediately after the term of this lease, upon the same terms and conditions of this lease, except that annual base rent for the renewal year shall be set at the amount of the base rent for the final year of the existing Lease plus \$50 and to include the Additional Rent owed during the final year of the existing Lease.
67. Exercising Option. To exercise this option to extend Tenant must not be in default at the time he exercises the option, and must give written notice to Landlord that he is exercising the option at least 60 days before the Term ends.
68. Landlord's Rights. If at the time of renewal Tenant is causing or has caused any disturbances within the Buildings; or is causing or has caused, or is or has been a nuisance within the Buildings; or is or has created a problem within the Buildings to the extent that said disturbance, nuisance or problem has made efficient operation of the Buildings impossible or impractical, then Landlord shall have the option to refuse to renew this Lease.
69. Notice. In the event Landlord chooses to refuse to renew this lease under the paragraph above, Landlord must give Tenant written notice at least thirty (30) days before this lease expires that it is exercising its option not to renew and stating the specific disturbances, nuisances or problems that Tenant created that prompted exercise of this option.
70. Second Renewal. After termination of the first one-year extension of this Lease, Tenant may extend this Lease for a period of time, the length of which is to be renegotiated by Landlord and Tenant. All other terms and conditions of the new lease shall remain the same except that a new annual base rent shall be recalculated by Landlord to reflect the combined sum of the original Base Rent plus Tenant's proportional share of all actual Direct Expenses incurred by Landlord for the leased premises. The 3 percent cap on Additional Rent increases set forth elsewhere in this Lease shall not apply when calculating the new Base Rent for the premises in this second extension of the Lease.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

71. Terms; Captions. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the

case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

72. Binding Effect. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of this Lease.
73. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder. Transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.
74. Landlord's Title. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.
75. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.
76. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
77. Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent possible permitted by law.
78. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties.
79. Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building.
80. Notices. All notices, demands, statements, designations, approvals or other communications (collectively, "Notices") given or required to be given by either party to the other hereunder or by law shall be in writing, and shall be:

- a. hand-delivered,
- b. sent by United States certified or registered mail, postage prepaid, return receipt requested,
- c. transmitted by facsimile, if such facsimile is promptly followed by a Notice sent by Mail,
- d. delivered by a nationally recognized overnight courier, or
- e. delivered by email with a Notice sent promptly by mail.

Notices shall be sent, transmitted, or delivered, as the case may be, to the Parties at the address set forth in the Summary of this Lease.

81. Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.
82. Authority; Tenant Representation. If Tenant is a corporation, limited liability company or partnership, trust or partnership, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in Kansas and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.
83. Attorneys' Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.
84. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Kansas. Any action arising herefrom shall be brought in the District Court of Douglas County, Kansas.
85. Submission of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant, and payment in full of all rent and deposits due upon execution.
86. Counterparts. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. A photocopy of this Lease shall have the same effect of a fully executed original.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

By:_____

Landlord

By:_____

Tenant

Title

Title

Date

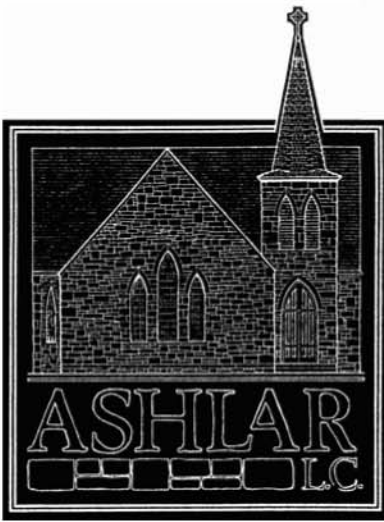
Date

EXHIBIT A

1040/1046 New Hampshire, Lawrence, Kansas, 66044

OUTLINE OF PREMISES

[PROVIDED ON NEXT PAGE]



1040 New Hampshire

Second Floor Suites

Alley/Parking

Square Footage of Suites

Suite 20: 169 SF

Suite 22: 174 SF

Suite 23: 80 SF

Suite 24: 192 SF

Suite 26: 190 SF

Suite 28: 80 SF

TOTAL: 885 SF

For more information, contact:
Spectrum Real Estate Services
Jim Regan & Steve Ruttinger
Office: 816-561-9958

Color Legend

- Open Two-Story Area
- Common Areas
- Building Utility Areas
- Leased Areas
- Areas Avail. for Lease

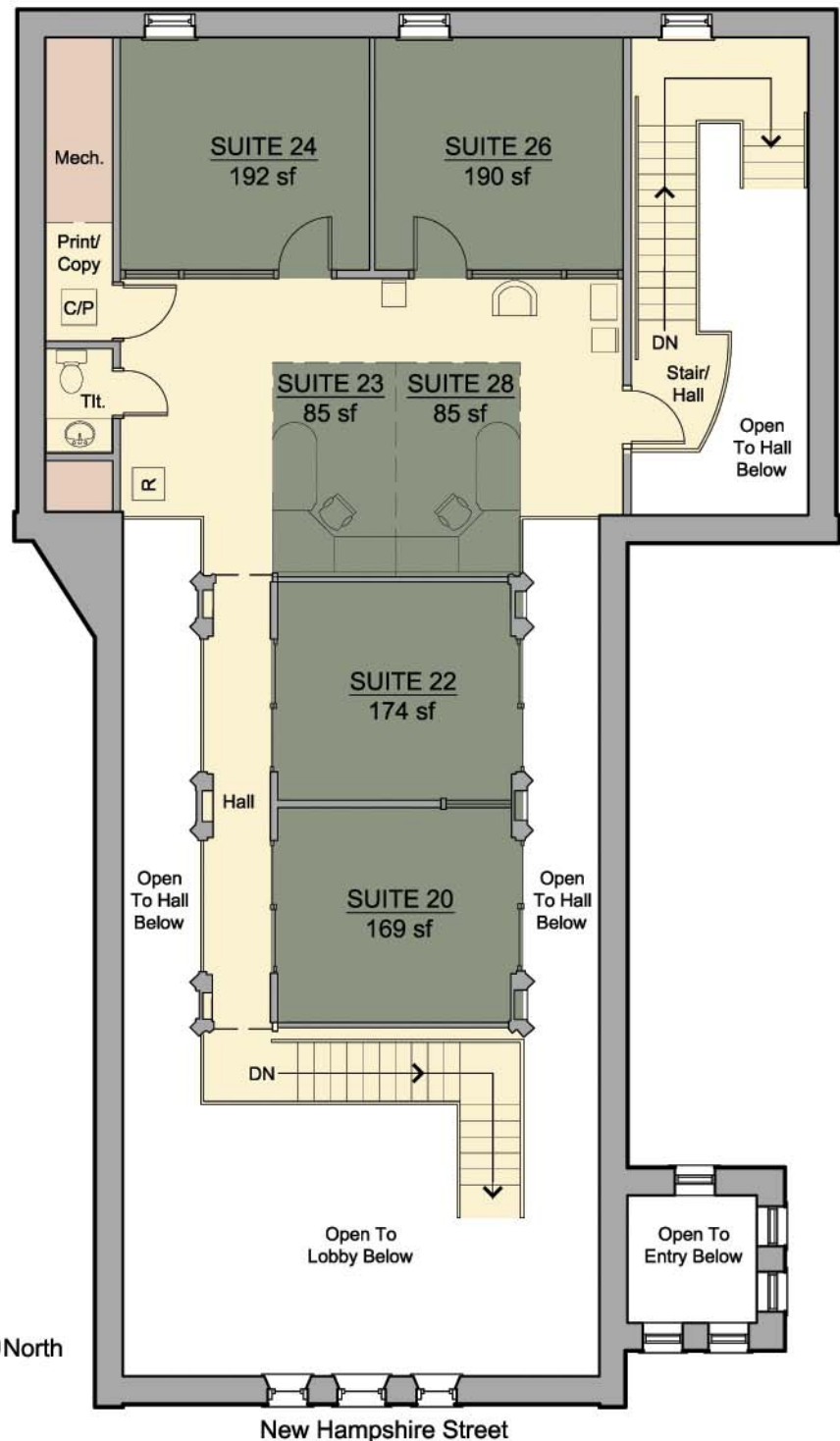


EXHIBIT B

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall require all tenants to abide by the following Rules and Regulations, nevertheless, Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Buildings. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant acknowledges that other tenants in the Buildings include professionals, notably lawyers, for whom protecting confidentiality about their clients' and customers' identities, concerns, needs and business interests is critical to maintaining their licenses to practice their professions. Tenant agrees to not inquire of Landlord, its employees or agents about:
 - a. The specific business conducted by other Tenants;
 - b. The identities of other Tenants' employees, agents, clients, customers, visitors, or business activities;
 - c. The nature of the concerns, needs, or business interests of other Tenants' employees, agents, clients, customers or visitors.
2. Tenant agrees to keep confidential any and all information learned, no matter how it is learned, about the identities of other Tenants' employees, agents, clients, customers, visitors, or business activities; or, the nature of the concerns, needs, or business interests of other Tenants' employees, agents, clients, customers or visitors. Tenant understands that with the express consent of another Tenant, such information may be shared with others within the limits expressly set by the other Tenant.
3. Tenant agrees not to solicit other Tenants, other Tenants' employees, agents, clients, customers or visitors for any purpose.
4. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.
5. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are determined appropriate by Landlord. Generally speaking, doors will be lock at all times except between 9 a.m. and 5 p.m. daily, except on legal holidays designated by the Douglas County District Court, on which days the doors shall remain locked. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Tenant shall be responsible for all persons for whom Tenant allows access or invites into the building and shall be liable to Landlord for all acts of such persons. Landlord and its agents shall in no case be liable for damages for any error with regard to

the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Buildings during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

6. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.
7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.
8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.
9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent.
10. No vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
11. Tenant shall not use or keep in or on the Premises or the Buildings any hazardous materials, kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material.
12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.
13. Tenant shall not use or keep any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Buildings by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, loudspeaker, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
14. Tenant shall not bring into or keep within the Buildings or the Premises any animals, birds, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.

15. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
16. Landlord reserves the right to exclude or expel from the Buildings any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
17. Tenant, its employees and agents shall not use any smoking tobacco products within the Premises or the Buildings. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
18. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.
19. Tenant shall participate in recycling programs undertaken by Landlord.
20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Lawrence, Kansas, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways provided for such purposes at such times as Landlord shall designate. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.
21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
22. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises.
23. If Tenant or Tenant's employees, agents, clients customers or guests use parking connected to the Buildings, Tenant agrees such persons shall park their vehicles within the markings for each car and abide by all posted parking regulations. In the event Tenant or Tenant's employees, agents, clients customers or guests park outside the markings for each car or violate any posted parking regulations, Tenant understands Landlord may, without notice, have cars that are improperly parked towed at the owner's expense. In such instance, Landlord shall have no obligation or liability to the car owner or driver, or Tenant or Tenant's employees, agents, clients customers or guests.

24. Prior to leaving the Premises for the day, Tenant shall extinguish all lights in all spaces used by Tenant and in common areas if Tenant is the last building occupant to leave.
25. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
26. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.
27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises or the Buildings. Tenant assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.
28. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.
29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.
30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.
31. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.
32. Tenant shall not purchase spring water, towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord. Landlord shall approve a sufficient number of sources of such services to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.
33. Tenant shall provide written instructions for answering its business line and giving information to caller, and Tenant will also provide reasonable information as to Tenant's schedule and availability. Landlord shall not be responsible and does not assume any liability for information provided by Landlord's employees in answering Tenant's business lines.
34. Use of the conference rooms will be scheduled in advance on a "first come, first serve" basis. Landlord reserves the right to limit the amount of use made of a conference room by any Tenant, so that all Tenants may have reasonable access thereto.

35. Tenant agrees to keep all Premises, and all common areas, neat and presentable.
36. Tenant agrees to direct all questions, requests, and suggestions related to maintenance of the Premises or Buildings to Landlord in writing.
37. Landlord may provide storage space within the Buildings to Tenant on a "first come, first serve" basis at rates to be determined in Landlord's sole discretion.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Buildings, and the Common Areas, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

I have read, understand and agreed to abide by these Rules and Regulations.

Date

Tenant

SCHEDULE OF FEES FOR AVAILABLE SERVICES

[PROVIDED ON NEXT PAGE]

SCHEDULE OF FEES FOR AVAILABLE SERVICES

Photocopier (Available on main and 2nd floor of 1040 building, tenant will be given pin code, Billed quarterly)

- B&W: \$0.10/page A4 (8.5'x11') & Legal (8.5x14), \$0.20/page A3 (11x17)
- Color: \$0.50/page A4 & Legal, \$1.00/page A3

Phone & Fax

- Phone lines: \$39.99/mo each (no long distance for continental US and Canada, unlimited minutes)
- Use of building fax: \$5.00/mo (Receptionist scans and sends, and distributes received faxes via email at building toll-free fax number: (866) 493-2129)

Phone Add-ons*

- Personal paperless fax: \$14.99/mo (Personal fax number assigned by Vocalocity, unlimited faxing and no long distance for continental US and Canada)
- Other fax services: Tenant is welcome to use other 3rd parties for paperless fax service, though analogue fax lines are not offered
- Extra company numbers: \$9.99/mo each (Additional external listed numbers that transfer into main line)
- Toll Free Number: \$39.99/mo (continental US and Canada, unlimited minutes)
- Call group: \$4.99/group/mo (to group multiple extensions to ring simultaneously to the same external number - waived for tenants occupying prior to 2011)
- Voicemail transcription: \$4.99/extension/mo
- International calling: Tenant is recommended to use a telephony service such as Jajah.com

*Availability and price of additional phone services subject to Vocalocity's terms

Email

- @1040nh.com email address: \$4.17/mo (hosted by Google Premiere, Postini services, 99.999% uptime guaranteed by Google)

Secretarial Stations and Storage

- Secretarial station: \$50.00/station/mo (subject to availability on tenant's floor)
- Storage: \$10.00/space/mo (subject to availability, in basements of both buildings)



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Coordinator

To: Board of County Commissioners
From: Eileen Horn, Sustainability Coordinator
Re: Delaware Tribe of Indians Planning Project Contract Approval
Date: September 6, 2016

Project Description:

Over the past three years, the Delaware Tribe of Indians and local leaders have engaged in productive discussions about the future of the 90 acre property purchased by the Tribe. Together, they have created a vision for a community asset that provides educational opportunities, tribal economic benefit, agricultural conservation, and contributes to a healthy tribe and community.

Therefore, with assistance from a grant provided by Douglas County's Natural and Cultural Heritage Grant Program, the County issued a competitive Request for Proposals process to identify a professional planning firm to assist with continuing this process. The firm will guide all partners through a 7-9 month planning process that will engage both the Tribal membership and Douglas County residents, create a compelling narrative for the project, design the site's elements, and conduct market analyses for the revenue-generating components of the project.

On July 5, the County issued an RFP, and on August 1, received proposals from five interested firms. Then, on August 17, the selection committee interviewed three firms. Shafer, Kline, and Warren was selected by the committee due to their experience in master planning processes and past work with tribes.

Project Timeline: Project initiates September 2016, complete plan delivered by June 2017.

Total Project Cost: \$83,000. Funding for this project will be funded in full by the Natural & Cultural Heritage Grant awarded by the County in June of 2016.

Requested Action: Consider approval of contract with Shafer, Kline, and Warren to lead a community planning process for the Delaware Tribe of Indians property.



DOUGLAS COUNTY, KANSAS
Administrative Services
Division of Purchasing
1100 Massachusetts, Unit 5
Lawrence, KS 66044-3064

RFP NO: 16-F-0020
DATE: July 5, 2016
PURCHASING DIRECTOR:
Jackie Waggoner, CPPB, C.P.M.
PHONE NO: (785) 832-5286
FAX NO: (785) 838-2480
EMAIL: jwaggoner@douglas-county.com

RETURN RFP NO LATER THAN:
OPENING DATE: August 1, 2016
OPENING TIME (Central Time): 3:00 p.m.

RETURN RFP TO:
Douglas County Clerk's Office
1100 Massachusetts
Lawrence, KS 66044

DESCRIPTION: The Delaware Tribe of Indians Agricultural Heritage Planning Project

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES ☐ NO ☒. If yes, please complete information below.

VENDOR TERMS: _____ %

DISCOUNT PERIOD _____ DAYS

NET _____ DAYS

BY

THE BOARD OF COUNTY COMMISSIONERS

Jim Flory, Chairman
Nancy Thellman, Member
Mike Gaughan, Member

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1. General Requirements

1.1 Scope of Work

Douglas County, Kansas is soliciting proposals for an experienced planning firm consultant to assist the Delaware Tribe of Indians and key stakeholders to create a plan for the Delaware Tribe's 90 acre property just north of Lawrence, KS. The Delaware Tribe of Indians Agricultural Heritage Planning Project will build upon three years of facilitated conversations among Tribal leaders and key community leaders.

Thus far, the Tribal leadership and key community stakeholders have made considerable progress towards consensus for how best to utilize the 90 acre property owned by the Delaware Tribe. Together, they have created a vision for a community asset that provides educational opportunities, tribal economic benefit, agricultural conservation, and contributes to a healthy tribe and community.

The project has reached a critical moment in this process. The key stakeholders have agreed to an inspiring vision. But moving from vision to implementation will require more than thumbnail sketches and goodwill. This project needs a finished professional document that is both compelling and credible. Future investors (both public and private) will require a farm/funding plan that is based in reality and embraced by landowner and neighbor alike.

Therefore, Douglas County is seeking a professional planning firm to guide all partners through a 7-9 month planning process that will engage both the Tribal membership and Douglas County residents, create a compelling narrative for the project, design the site's elements, and conduct market analyses for the revenue-generating components of the project.

1.2 Contact Information

Jackie Waggoner, Division of Purchasing, (785) 832-5286, jwaggoner@douglas-county.com. Interested parties are required to send an email "intention to submit" by July 20, 2016. The parties who submit this email will receive all addendums including response to questions we receive by the deadline.

1.3 DEADLINE FOR QUESTIONS

All inquiries concerning this Request for Qualifications and Proposal (RFP) are to be directed to Jackie Waggoner. All inquiries/questions requiring a formal interpretation must be submitted in writing no later than **5:00 p.m. (central time), July 15, 2015**. Only written responses are official.

1.4 Insurance

The awarded bidder will be required to purchase and maintain Comprehensive General Liability Insurance during the life of the contract with limits of not less than those set forth below:

Comprehensive General Liability Insurance:

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded contractor must furnish an insurance certificate to the county indicating such coverage.

Workers' Compensation Insurance: Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing the coverage required above. Bidder must provide certification of insurance before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

1.5 Travel

Statement of Work includes ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

1.6 Vendor Qualifications

Bidders will be evaluated based upon previous work experience, demonstrated experience understanding of the project scope and stakeholders, previous experience working with Native American Tribes, successful examples of work, the ability to complete the project during the contract period, and other criteria as outlined below (see Evaluation Criteria).

Each bidder may be required to show that the bidder has handled former work and has no just claims pending against such work. No proposal will be accepted from a bidder who is engaged on any work which would impair the bidder's ability to perform this project.

1.7 Submission

Proposals must be submitted to the **Douglas County Clerk, 1100 Massachusetts (1st floor), Lawrence, KS 66044-3095** by the date and time indicated on the cover page and signed by an authorized agent of the submitting firm.

1.8 Opening

Proposals will be opened at the date, time, and place listed on the cover page. Proposals are not made public record at the time of opening.

1.9 Kansas Legal Requirement

All successful bidders and their subcontractors, whether they be individuals, partnerships, firms, corporations or other associations of persons, must comply with all applicable Kansas laws, including as applicable, registration with the Secretary of State, registration with the Secretary of Revenue for each contract or subcontract that exceeds \$10,000 (K.S.A. 79-1008 to 79-1015, as amended), execution and filing with the Secretary of Revenue of a good and valid bond in a surety company authorized to do business in this state in an amount of at least \$1,000 (id.), appointment of the Secretary of State as its agent for tax purposes (id.), and appointment of an agent for service of process who is a resident of the State of Kansas (K.S.A. 16-113).

1.10 Ambiguity, Conflict, Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP he/she shall immediately notify Douglas County in writing of such error and request a modification or clarification of the document. Modifications will be issued in the form of an addendum and distributed to all interested parties.

1.11 Project Timetable

The project will initiate in September 2016, with final report and designs delivered by June 2017. Bidders should specify how they will meet this timeline.

1.12 Negotiations

Following review of the proposals and possible oral presentations, the County intends to enter contract negotiations with the selected consultant. Negotiations may include any aspect of services and fees. If negotiations are unsuccessful within a reasonable period of time, the County may open negotiations with the next bidder being considered.

1.13 References

Interested bidders must provide a minimum of three (3) references where you or your company has prepared a plan comparable in size and requirement as described herein. References should include 1) name of organization, 2) preparation date, 3) contact name, address and telephone number. We are especially interested in firms' experience with Native American Tribes; therefore, please include Tribal Council references, if applicable.

1.14 Contract Termination

Termination for Convenience: The County may terminate this contract, in whole or in part, without showing cause, by giving written notice to the Contractor stating when the termination shall become effective. The County shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, payment will be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any cost incurred by the Contractor up to the date of termination. However, revenue generated up to the date of termination must be paid by the Contractor.

1.15 Evaluation Process

The selection committee will evaluate the proposals according to the criteria listed below. The proposals will be ranked, and the highest-scoring individuals or firms will be selected for interviews. Once a top-ranked individual or firm is established, the selection committee will recommend one firm to the Board of County Commissioners to provide the County the services required in this RFP. The Board of County Commissioners reserves the right to accept or reject any proposal, all or part of any proposal, and to waive minor technicalities in proposals received.

1.16 Evaluation Criteria

Evaluation criteria considered by the selection committee will include:

No.	Criteria	Score
1	Complete proposal and overall presentation	10
2	Demonstrated understanding of the proposed project and key project stakeholders	15
3	Effectiveness of project approach and methodology	30
4	The ability of the consultant to complete the proposed project on time and on budget given approach and methods	20
5	Experience performing similar projects	15
6	Strength and credibility of references	10
TOTAL		100

The Board of County reserve the right to accept or reject any proposal received, all of or part of any proposal received, and to waive minor technicalities in proposals received.

1.17 Contract Award

A contract will be awarded to the vendor submitting the best proposal as determined by the officials of Douglas County in accordance with the evaluation criteria listed above.

1.18 Cost

The overall cost of your firm's professional services to develop an Agricultural Heritage Plan for the Delaware Tribe of Indians land in Douglas County, KS should not exceed \$83,000. *Scope of Work Part A (Planning Project = \$63,000) and Scope of Work B (Business Planning = \$20,000). The two scopes of work may be separated or combined, see Scope of Work, below. The County reserves the right to evaluate proposals separated or combined; whichever is most advantageous for the project.*

The project is funded by the Natural and Cultural Heritage Grant Program of the Douglas County Heritage Conservation Council, and the Douglas County Economic Development Fund.

1.19 Payment

Payment will be made within thirty (30) days of acceptance of work. Invoices should be submitted to Douglas County Purchasing, 1100 Massachusetts, Lawrence, KS 66044-3064. The County may agree to progress payments based upon material purchased and/or percentage of work completed. This will be finalized with the awarded contractor.

1.20 Prime Contractor

If the proposal is based on a combination of services from more than one vendor or corporate entity, one vendor shall be designated in the proposal as the "Prime Contractor". The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the vendors participating in the proposal. The Prime Contractor will be responsible for all aspects of service.

1.21 Selection Committee

Bonnie Jo Griffith, Assistant Chief, Delaware Tribe of Indians
Joshua Falleaf, Faculty, Haskell Indian Nations University
Allan Barnes, Tribal Manager, Delaware Tribe of Indians
Nancy Thellman, Douglas County Commissioner
Eileen Horn, Sustainability Director, Douglas County & City of Lawrence
Marlin Bates, Horticulture Agent, K-State Research & Extension—Douglas County

1.22 Project Timetable

The following timetable is tentative and the selection committee reserves the right to modify as needed:

Event	Date
Issue RFP	July 6, 2016
Final date to submit questions to Division of Purchasing	July 15, 2016
Deadline to send email "Intention to Submit"	July 20, 2016
Distribution of questions responses to interested parties	July 22, 2016
Closing Date (last day to accept proposals)	August 1, 2016 3:00 p.m.
Review of proposals and selection of firms for interview	Week of August 1, 2016
Interviews and discussion of proposal with finalist – may include negotiations	August 8-12, 2016
Complete Evaluation Process	August 19, 2016
Present Recommendation to Board of County Commissioners & Finalize Contract	August 31, 2016

1.23 Pricing

All prices proposed shall be valid for ninety (90) days from closing date.

1.24 Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable and devoted to the successful accomplishment of work to be performed under this Contract.

If key personnel changes are made the awarded Contractor shall immediately notify contract administrators with each participating entity (contact information will be provided). Awarded Contractor must ensure personnel changes to be with personnel of substantially equal ability and qualifications.

2. Specifications

Project Background

In 2013, the Delaware Tribe of Indians, headquartered in Bartlesville, OK, purchased 90 acres located just north of I-70 in Lawrence, KS, straddling East 1500 road (30 acres on the west side of the road, 60 acres on the east).

The land that the Delaware Tribe purchased is some of the most highly valued agricultural land in the entire country. This prime agricultural land is classified as Class I, which means that it has the capability of producing all types of crops, and is especially suited for fruit and vegetable production. Our Lawrence-Douglas County Comprehensive Plan, Horizon 2020, states that “This High Quality Agricultural Land is a finite resource that is important to the regional economy.” Policy 2.7 within Chapter 16 of Horizon 2020 outlines key policies that the City and County should adopt to protect and preserve these rare agricultural soils—including maintaining and inventory of these soils, establishing incentives for their protection such as easements, and supporting the development of agritourism and local food systems so that these lands can remain in agriculture.

The project site represents an important cultural history for our region as well. The Delaware, or Lenape people, were among the first Native Americans to come into contact with the Europeans in the early 1600s. In fact, the Delaware people signed the first Indian treaty with the newly formed United States Government on September 17, 1778. Nevertheless, through war and peace, their ancestors had to continue to give up their lands and move westward (first to Ohio, then to Indiana, Missouri, Kansas, and finally, Indian Territory, now Oklahoma). Today the Delaware Tribe is based in Bartlesville, OK, with over 10,000 members dispersed across the United States.

Between 1829 and 1866, the Delaware Tribe lived at the junction of the Kansas and Missouri rivers in present-day northeastern Kansas. The project site at E. 1500 Rd was part of this area, and therefore, Delaware ancestral lands. Following the Civil War, white encroachment and railroad speculation increased, and the Delaware were pressured to cede their lands in Kansas and relocate to Indian Territory. In 1866, then Chief (Sarcoxie) of the Delaware Tribe sold the project property to ancestors of the Pine family. Between 1866-2013, the land was farmed by the Pine family, before being sold back to the Delaware people in 2013.

In 2013, in the spirit of cooperation, the Tribe reached out to community leaders to engage in dialogue about the future potential use of the property. The Delaware Tribe of Indians Agricultural Heritage Planning Project will thus build upon three years of facilitated conversations among Tribal leaders and community stakeholders.

Key leaders from the City of Lawrence, KS, Douglas County, KS, USD 497 Lawrence Public Schools, Haskell Indian Nations University, the University of Kansas, Kansas State Research and Extension, USDA Natural Resources Conservation Service, the Douglas County

Conservation District, and the Lawrence Chamber of Commerce met over three years to create a

vision for the property that demonstrates a shared interest in creating a community asset that provides educational opportunities, tribal economic benefit, agricultural conservation, and contributes to a healthy tribe and community. The vision for the property was adopted by all participating partners, and all agreed to dedicate staff resources to collaborate to make the vision a reality.

The Vision: A sustainable agricultural education center that honors people



Thus far, the Tribal leadership and key community stakeholders have made considerable progress towards consensus for how best to utilize the 90 acre property owned by the Delaware Tribe. The proposed uses include a sustainable agriculture enterprise (vegetables, fruits, seeds) with a focus on high-value crops with local marketability. In addition to the core revenue-generating agricultural enterprise, Tribal and local leadership would like to see:

- Education and job training for tribal youth, Haskell students, KU, KSU, and Lawrence H.S. students. Curriculum ties include sustainable agriculture production, STEM (science, technology, engineering, math) culinary arts, and small food business development.
- Conservation of land and seeds, with a focus on heritage seed varieties. This project could include seed production and sales for food and medicinal plants, especially varieties cultivated by the Delaware Tribe and other Native American tribes in this region.
- Health promotion to connect the production of healthy fruits and vegetables to the diets of tribal members and community members. This could be achieved through Farm to School sales of produce and/or programming to teach people how to cook with healthy food.

- Small business development for the tribe with food-related businesses for products such as native varieties of crops, seeds, or value-added products.

We are at a critical moment with this process. We have an inspiring vision that key stakeholders have agreed to. But to move from vision to implementation will require more than thumbnail sketches and goodwill.

This project needs a finished professional document that is both compelling and credible. Future investors (both public and private) will require a farm/funding plan that is based in reality and embraced by landowner and neighbor alike. Without this product, the likelihood of finding substantial funders is small. This important project deserves and, in fact, requires this next level of attention.

Scope of Work

The 7-9 month planning process requested in this RFP will bring this inspiring vision one critical step closer to fruition. We recognize that the skills and expertise of a professional design firm are needed to achieve two key outcomes:

- 1) **Refining the vision in public view**—both in Bartlesville and Douglas County—to improve it through public conversation and consensus building. Without public input and support, no vision stands a chance. Given the cultural differences within these populations, skilled meeting facilitators will be needed to meaningfully engage our communities.
- 2) **Packaging the vision into a feasible plan that is both implementable and fundable.** The chosen firm will assist us in “packaging” this vision with clear and compelling narrative and visuals. The final report and site design that result will outline implementation steps, identify future sources of funding, and provide a package for grant applications for funding.

The planning process will initiate in September 2016, and be completed by June 2017. We anticipate working with the consultants to further refine the exact timeline upon hire. The professional firm will work closely with the project working group to leverage the expertise of the work group members supporting the project from Douglas County, the Delaware Tribe, KSU Extension, and others.

The planning project will result in the following deliverables for the Delaware-owned 90 acre property:

Scope of Work “Part A” – Planning & Design (\$63,000)

- **Analysis of baseline conditions:** applicable regulations, climate and climate change projections, history and health of the ecosystem and soils, site attributes for development and buffers.

- **Facilitated community design “charrette” processes** both in Bartlesville and Lawrence to refine the vision for the project components at the site.
- **Narrative of shared project vision and key components** (i.e. job training, small ag-related business ventures, health components).
- **Master site plan of the property** with visual representations of key project components.
- **Final report** with next steps for implementation, partnerships, and opportunities for funding.

Scope of Work “Part B” – Business Planning (\$20,000)

- **Market analyses** for various program areas recommended by the process in Scope of Work “Part A”, including a business plan for the revenue-generating Tribal enterprise ideas developed.

NOTE: Firms can submit a proposal for Scope of Work A, Scope of Work B, or Both. Please be sure your budgets reflect the scope you are proposing, i.e. \$63,000 for A, \$20,000 for B, or \$83,000 for A&B.

Beyond these tangible “products” though, the planning process will engage our communities in a collaborative design process that will continue to build relationships between our communities. Both parties are committed to being excellent neighbors, and the open and transparent process will further those connections.

Project Management: The consultant will provide monthly progress reports to the Douglas County Sustainability Director, identifying any challenges affecting the project and plans to address identified challenges.

We envision a highly collaborative process whereby the consultants and key stakeholders would maintain regular communication to inform the various project stages.

3. Proposal Checklist

Bidders are required to supply each item identified on this list in the order specified to qualify for the evaluation process.

NO	ITEM DESCRIPTION	NO. OF COPIES
1	Cover letter signed by an individual authorized to bind their proposal.	7
2	Vendor experience: Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify other projects, dates, and results.	7
3	Staff experience: Provide resumes describing the educational and work experiences for each of the <u>key staff</u> who would be assigned to the project.	7
4	Proposal: Provide a detailed outline of your approach to meet the stated specifications. Be sure to demonstrate an overall understanding of the project, an explanation of your firm's approach to the project, and description of methodology for each phase of the work.	7
5	Project Timetable: Include a timeline to perform this project including estimated commencement, key decision and completion dates. The County expects the consultant to remain committed for the duration of the project. The final report and designs are due no later than June 2017.	7
6	Cost: The overall cost of your firm's professional services to develop a farmers market research project, strategic recommendations, and final report. <i>Not to exceed \$83,000 for parts A & B of the proposed scope.</i>	7
7	References: A list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.	7
8	Identify any sub-contracts (if applicable)	7

4. Terms and Conditions

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by Douglas County within this document. Douglas County reserves the right to accept or reject any or all proposals received.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "proposal request" means a solicitation of a formal sealed proposal or proposal.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offerer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners" or "BOCC" means the governing body of Douglas County, Kansas.
3. **COMPLETING PROPOSALS:** It is preferred that proposals be submitted on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the proposal information prior to the opening. Supporting documents and/or descriptive literature may be submitted with the proposal or in a separate envelope or container marked "literature for RFP (Number)." Do not indicate proposal prices on literature.

All proposals and supporting documents become public information after an award has been made and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened is made a part of the public record of the County. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, KS 66044, prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. **Douglas County does not receive a morning mail delivery from the U.S. Post Office. Mailed bids should be posted in time to arrive at Douglas County the day before the scheduled bid opening.**

Bids may be changed or withdrawn prior to the bid opening. All such transactions must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the

County within thirty (30) calendar days after the bid opening.

10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style, and features. Bid on equivalent items of substantially the same quality, style, and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class, in every respect and suitable for their intended purpose. All equipment shall be assembled, fully serviced and ready for operation when delivered.
12. **WARRANTY:** Products or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
13. **BID EVALUATION:** Bids will be evaluated on the basis of suitability of the product or service for the purpose for which bids are being requested: price, warranty, service, delivery, and on any other basis specified in the bid documentation. Minor deviations from the bid specifications may be allowed when clearly identified. Douglas County reserves the sole right to determine when and if "minor" deviations will be allowed.
14. **ALTERNATIVE BIDS:** Bidders are encouraged to submit alternative bids if they believe a different product or service will best suit the needs of Douglas County. If a bidder submits an alternative bid for evaluation, the bid must be clearly marked as an "Alternative Bid." If a bidder submits an alternative bid, the bidder should also submit a bid in conformance with the bid specifications when possible.
15. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications or purpose for which bids are being requested and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to award the bid on an item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the County Purchasing Office of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment

is not made as promised.

18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or proposal document. Separate invoices are required for each Purchase Order or proposal document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, and description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. **DISCLAIMER OF LIABILITY:** The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
24. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
25. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Contract

THIS AGREEMENT, made and entered into this 7 day of **September, 2016**, by and between **Douglas County**, Party of the First Part hereinafter referred to as the Owner, and

Shaffer, Kline, Warren Inc. \$83,000 _____

of **Lenexa, KS**, Party of the Second Party and hereinafter referred to as the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, terms and conditions, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with Douglas County, Kansas Request for Proposals No.16-F-0020 in accordance with the terms of this contract; and,

WHEREAS, the said contractor, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvas has determined and declared the aforesaid Contractor to be the best bidder for the service and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's proposal and negotiated items, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Contractor for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by Owner as set forth in the Contract Documents, Contractor shall furnish all units, supplies, equipment, accessories and services as set forth in the Contract Documents, ready for use, and in strict accordance with the contract specifications and the Contract Documents. In the event of any conflict between the Request for Proposals, including the Standard Terms and Conditions, and Contractor's Response thereto, as modified by any specifically negotiated terms, and any separate agreement or contract prepared by Contractor, the terms of Request for Proposals, including the Standard Terms and Conditions, and Contractor's response thereto shall control. For this purpose, the term "Contract Documents" shall mean the Owner's Request For Proposals, including the Standard Terms and Conditions, Contractor's Response thereto, as modified by any specifically negotiated terms, and other

thereto, as modified by any specifically negotiated terms, and other written contracts relating hereto; provided, however, that the Standard Terms and Conditions set forth in Owner's Request for Proposal may only be amended by specific changes agreed to by Owner in writing and, solely by signing this Contract, Owner does not agree to any proposed changes to the Standard Terms and Conditions set forth in Contractor's Response.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the specified items by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

ARTICLE 3. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents, specifications, and terms and conditions and are hereby made a part of this agreement as fully as if set out at length herein.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purpose shall be **CONSIDERED AS THE ORIGINAL**

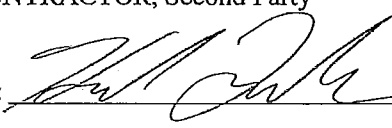
ATTEST:

OWNER, First Party
Douglas County, Kansas

By: _____
Chair, Board of County Commissioner

County Clerk

CONTRACTOR, Second Party

By:  _____

Managing Director
Infrastructure Services
Position/Title of Signer



Request for Proposal

The Delaware Tribe of Indians Agricultural Heritage Planning Project

No. 16-F-0020
Douglas County, Kansas

SURVEYING | ENGINEERING | CONSTRUCTION

SHAHER, KLINE & WARREN

Vendor Experience

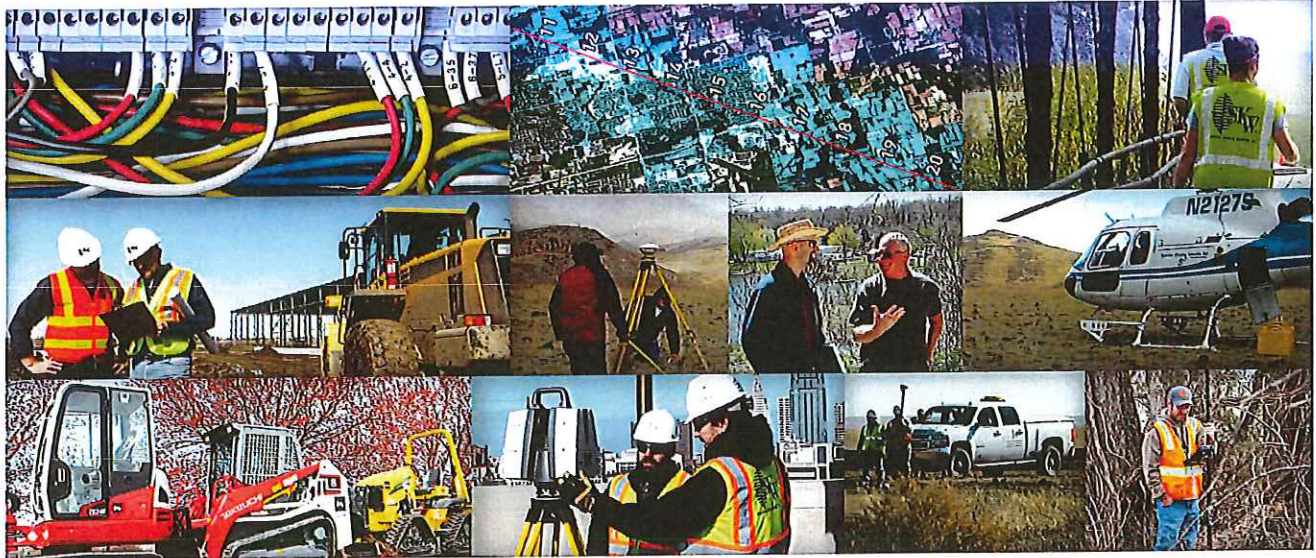
This Agricultural Heritage Planning Project is an incredible opportunity for the Delaware Indian Tribe and key stakeholders to develop a valuable facility to promote health, economic vitality and educational opportunities. A key to bringing this incredible vision to life is a compelling and credible development plan supported by market research. SKW has provided development services to a diverse set of clients from major, well-resourced industrial developers to small cities looking to promote economic development on a piece of publicly owned property. Through this breadth of experience SKW has honed our understanding of how to create developments that are economically viable, environmentally sustainable and widely supported by constituents and stakeholders alike.

With our integrated team of planners, engineers and development specialists, SKW is able to lead all aspects of this project. To maximize the opportunities available to the tribe for development, we have partnered with Travois Design and Construction Services, a firm dedicated to working with Indian tribes on developing thriving Native American communities throughout the United States. By understanding each tribe's needs on individual projects, Travois is able to help in all aspects of a project from concept to completion. Travois will be a key partner in performing the feasibility review, facilitating outreach and detailing implementation steps.

To lead the effort to refine the vision in the public's view, we have also teamed with Groundswell Consulting, a Lawrence-based planning and community involvement firm. Groundswell specializes in working with public agencies to understand and achieve their goals through collaborative and productive planning and community outreach. Finally, FSA Investment Group is an American Indian-owned financial advisory firm that works exclusively with tribal governments and enterprises. FSA Investment Group will provide expert consultation on the financial viability of the project vision and assist in the business planning portion of the project. The SKW team has specifically gathered these partners to provide experience and quality consultation in all aspects of this project.



SKW Firm Profile



Communities begin at Shafer, Kline & Warren (SKW). Since 1950, our surveying, engineering and construction services have helped our clients make everyday life better, easier and safer. Through our expertise, we provide comprehensive solutions for energy and infrastructure in communities large and small.

SKW traces its roots back to 1885, making it one of the oldest continuously operating engineering and surveying firms in the nation. Through our foundation in surveying, we are able to provide a ground-up approach to our projects. Large enough to effectively serve our clients while offering the personalized service of a smaller firm, SKW is able to provide end-to-end solutions tailored to our clients' needs. SKW's complementary disciplines allow us to offer an integrated approach to our clients' projects:



SURVEYING



ENGINEERING



CONSTRUCTION



FABRICATION

At SKW, we treat our clients as partners and work to continuously exceed their expectations. We listen to their needs to understand the individual priorities for each project and community. At our core, we are problem solvers with a reputation for providing high-quality solutions to solve everyday challenges on time and within budget. Our years of experience, quality service and comprehensive disciplines enable us to deliver lasting results. The truest measure of our commitment is the positive impact our work has on the communities we help develop.

Project Experience

On-Call Services - Eudora, KS

City of Eudora, KS | Mr. Mike Hutto | 785-542-2153

SKW is providing multiple on-call engineering and survey services for the City of Eudora. Our services include acting as the City's on-call consultant at city meetings, performing site visits, and evaluating and improving the city infrastructure. SKW provides the city with numerous ongoing engineering services including scoping, designing and inspecting street maintenance and bridge projects. Twice we have completed bridge inspections for all of Eudora's bridges. SKW also performs an array of planning functions for the city, including review of subdivision regulations, mapping, development review and zoning enforcement. Most recently, SKW has worked with city staff and elected officials to develop financing and select a developer to bring new commercial development to a former school property.



Street Maintenance - Eudora, KS

Site Development 4800 Roe Parkway - Roeland Park, KS

City of Roeland Park, KS | Keith Moody | 913-722-2600

As part of our on-call contract for city engineering services for the city of Roeland Park, SKW has worked with the city's development committee to promote development of the last undeveloped sites in the city. At two locations, the city owns property where utilities, hydraulics and geotechnical issues have previously prohibited development. SKW worked with the city to survey the locations, understand the baseline conditions and craft a site plan to allow future development. At one site this included facilitated discussion with KDOT to repurpose excess right-of-way.

On one site, SKW is assisting the City of Roeland Park to remediate the void left by an abandoned mine to stabilize the site above the former mine for development at 4800 Roe Parkway. The City of Roeland Park is looking to capitalize on the growth in residential development and encourage engagement in its community through the commercial development of this key property along the community's main thoroughfare, Roe Boulevard.



Void from Caves Under Site - Roeland Park, KS

The site presents unique challenges to development. It had been used most recently as a swimming pool, but was shut down after demonstrating instability. SKW recommended using a design-build approach for the project to allow contractors and geotechnical firms to submit an array of solutions for the City to consider as they look to fill the property's void and prepare it for development.

Comprehensive Master Plan Update - Moberly, MO

City of Moberly, MO | Mr. Thomas Sanders | 660-263-4420

SKW is working with the City of Moberly, Missouri, to create a new Comprehensive Plan. SKW interviewed and met with community stakeholders to help identify, define and rank order topics and key issues facing the City and the surrounding Micropolitan area. From these meetings, it was determined that out-migration of young residents could be an issue that needed further exploration.

Using the results from these meetings, as well as information from existing documents, policies, regulations and plans, SKW was able to gain an accurate understanding of the community and its issues. SKW proceeded to work with ETC/Leisure Vision in the development of a Statistically Valid Citizen Survey (SVCS). The survey and resulting data – based on questions developed during stakeholder interviews – have been used to facilitate feedback from citizens in an effort to inform the Comprehensive Plan.

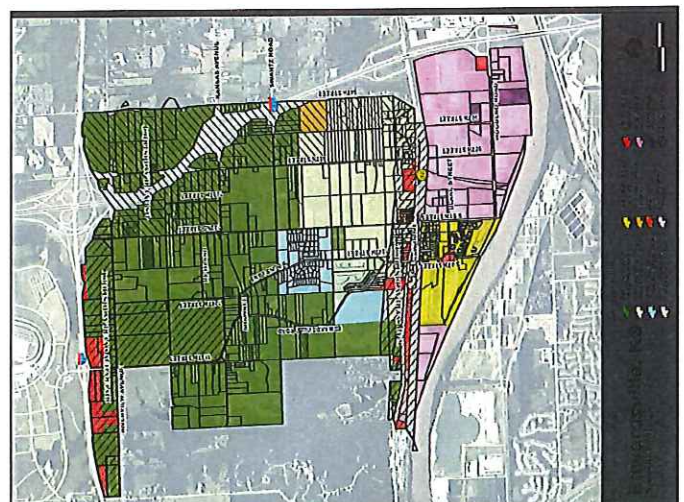
Working with ETC, City staff and the Steering Committee, the City's vision statement and associated goals were drafted and approved. Pending ultimate approval by the public at an open house meeting this spring, intuitive and useful objectives will be drafted and incorporated into the overall plan. The public meeting will allow interested citizens to provide input and build consensus regarding the community's key issues and shared vision.

In addition to facilitating the public involvement process, SKW will also analyze current infrastructure provisions, determine future needs and priorities, and create maps and graphs to illustrate this information. All work – including documents, data and maps – will be delivered to the City upon completion of this project.

Comprehensive Master Plan Update - Edwardsville, KS

City of Edwardsville, KS | Mr. Michael Webb | 913-441-3707

As part of SKW's on-call arrangement with the City of Edwardsville, updating the City's original Comprehensive Plan was a top priority. The original document was lengthy with redundancies, and the City was seeking to spur economic growth. SKW worked with staff to reformat and reorganize the plan to clarify goals in six main areas – Residential Development, Economic Development, Floodplain and Open Space Preservation, Public/Semi-Public Services, Transportation, and Future Land Use. Special attention was given to economic development initiatives – both infill and greenfield development – with an eye for phasing growth by dividing the community into service areas that would allow for the extension of infrastructure in an efficient and cost-effective manner. Throughout the planning process, SKW worked with the City Planning & Zoning Commission to ensure that any graphics, tables, charts, maps and pictures were useful, timely and intuitive. Several open houses were held to engage the public and gather feedback regarding community priorities. This information was incorporated into a user-friendly document, which was presented to and adopted by the City Council.



Zoning Map - Edwardsville, KS



Goodnews Bay Regional Processing Plant

Coastal Villages Region Fund | Ms. Angie Pinsonneault | 907-644-6512

Working with U.S. Bancorp Community Development Corporation (USBCDC), Travois New Markets provided \$17.3 million in New Markets Tax Credit financing for the Coastal Village Region Fund's (CVRF) Goodnews Bay Regional Plant in Platinum, Alaska. Travois partnered with two CDEs (Waveland Community Development and NCB Capital Impact) for the nearly \$41 million in total financing. This plant broke a bottleneck that had kept regional fishermen from realizing their potential income for years. CVRF expertly balanced the need to sustainably manage this world-class salmon fishery with its mandate to create new economic opportunities for the region. CVRF's mission is to: "Provide the means for development of our communities by creating sensible, tangible and long-term opportunities that generate hope for all people who want to fish and work."



Salmon Processing Facility - Platinum, AK

Winnebago Educare

Winnebago Tribe of Nebraska | Ms. Joy Johnson | 402-878-2153

The Winnebago Tribe of Nebraska provides critical education to at-risk infants, toddlers, preschoolers and their families through the new Educare Winnebago, a comprehensive early childhood education program that helps children from low-income families close the educational achievement gap. The center is the first Educare in an American Indian community. Using NMTC financing from Travois and contributions from the Buffett Early Childhood Fund, the tribe was able to begin construction on the \$10.5 million facility. The project is expected to create 59 full time jobs with an annual salary of \$33,000 (two times the area living wage), 73 construction jobs and will serve 191 students and families.



Educare Facility - Winnebago Tribe of Nebraska

Little Big Horn College Health & Wellness Center

Little Big Horn College | Mr. David Small | 406-683-3110

Little Big Horn College, the higher education institution of the Crow (Apsáalooke) Tribe of Indians, used \$8.8 million in NMTCs provided by Travois New Markets and more than \$2.3 million in equity from Indian Ventures to overcome a financing gap and build its new 35,000-square-foot Health and Wellness Center. The LBHC Health and Wellness Center is a symbol of the growth and prosperity of tribal colleges and universities. Not only does this facility provide a learning environment for health and wellness education programs and exercise facilities, but it has also raised the profile of LBHC both locally and nationally.

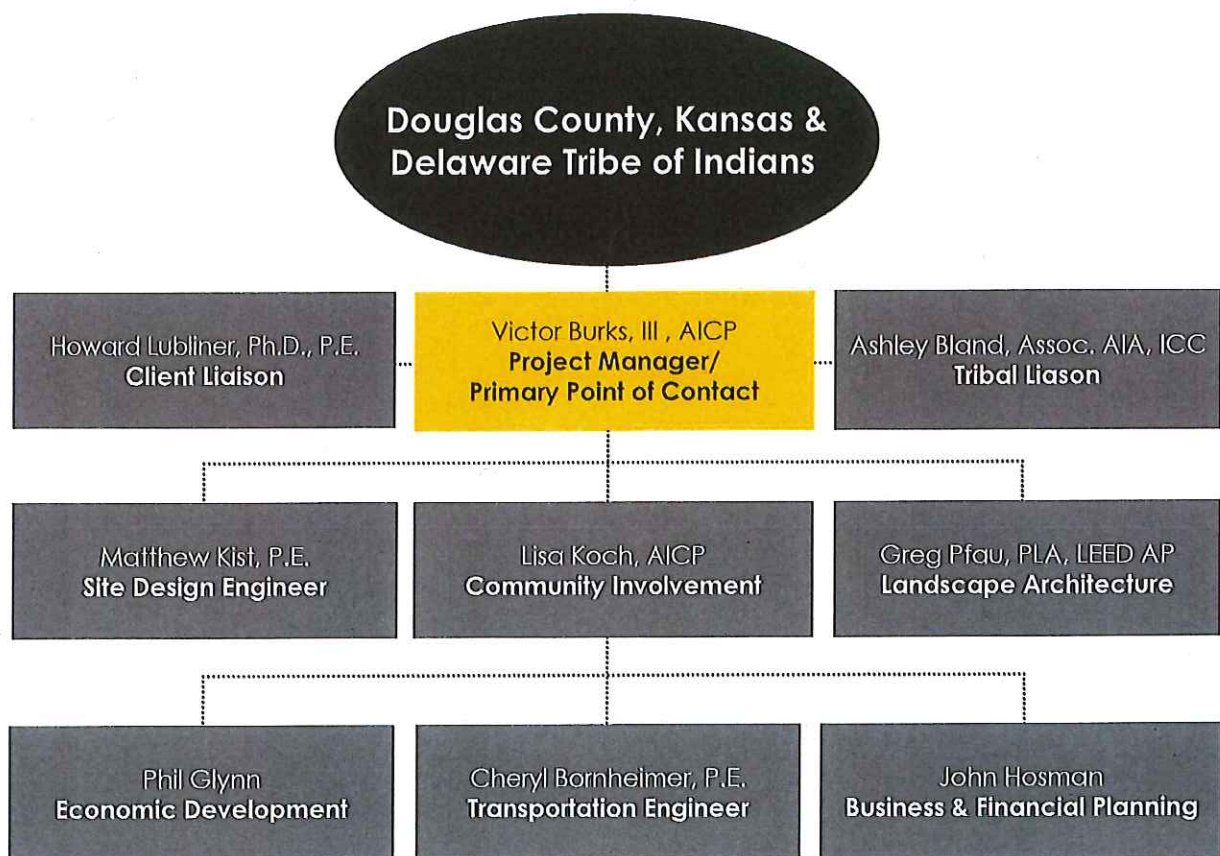


Little Big Horn College Health & Wellness Center - Crow Agency, MT

The Delaware Tribe of Indians Agricultural Heritage Planning Project Team

Organizational Chart

Providing innovative solutions requires a multi-disciplinary team with deep expertise in their field and established history working with communities to creative viable development opportunities. Our team leverages both the technical expertise and engaging personalities to bring this vision to reality.



Staff Experience

Victor (Vic) C. Burks, III, AICP
Team Leader, Planning



Certifications
American Institute of Certified Planners

As team leader of planning for SKW's infrastructure services, Victor Burks works with communities and government entities to plan for their future. Vic's goal is to help his clients recognize and balance historical and cultural values, and determine available resources while identifying, setting and achieving desired goals. He works diligently to analyze market trends, population growth, land-use demands and historical development patterns against available data on existing infrastructure and determines the potential cost of change, so those involved gain a better understanding of the interrelationship of all impacted parts.

Victor's planning services include evaluating a planning department's processes: how development applications are submitted, reviewed and recommendations generated for agencies, commissions and elected officials. He makes suggestions to improve or establish new procedures that increase efficiency while complying with existing policies, regulations and ordinances within the larger organization.

Recent Projects

- Comprehensive Plan Update - Moberly, MO
- Comprehensive Plan Update - Edwardsville, KS
- On-Call Planning Services - Eudora, KS
 - Eudora On-Call - Planning - Nottingham - Eudora, KS
 - Eudora On-Call - Biennial Bridge Inspection - Eudora, KS
- On-Call General Services - Edgerton, KS
- Unified Development Ordinance - Lake Winnebago, MO
- Review 2012 Park Master Plan & Statistical Survey - Eudora, KS

Howard Lubliner, Ph.D, P.E.
Managing Director, Infrastructure Services



Registrations
Professional Engineer
KS

Howard Lubliner recently joined SKW as the managing director for the Infrastructure Group. Throughout his previous career with KDOT, he oversaw numerous in-house and consultant-designed projects. Most recently, he oversaw KDOT's Olathe office, which is responsible for construction, maintenance and utility coordination throughout Johnson and Wyandotte Counties. Howard is also a thought leader who is highly engaged with evolving safety analysis processes and tools. He has presented nationally and internationally on the evaluation of safety in context-sensitive designs and the application of human factors in roadway design.

Relevant Projects

- Paseo Gateway Intersection Study - Kansas City, MO
- Addition to Clear Creek Parkway (Clare Road to Hedge Lane Terrace) & Roundabout - Shawnee, KS
- Kenneth Road Bridge Over the Blue River - Kansas City, MO
- I-435 / Roe Ave. Interchange - Overland Park, KS
- I-35 / Homestead Lane Interchange - Edgerton, KS
- I-435 / US-69 Interchange - Overland Park, KS
- On-Call City Engineering Services - Roeland Park, KS
- On-Call Engineering Services - North Kansas City, MO

Matthew Kist, P.E.

Team Leader, Development Services



Registrations
Professional Engineer
MO

As a team leader with SKW's development services, Matthew Kist has the engineering and leadership experience necessary to understand a client's needs and challenges and to transform those into successful design solutions. Matt also manages public and private sector projects, performs quality control plan review and oversees the day-to-day operational activities of his project design team. Matt joined SKW in 2016 with eight years of design experience including civil-site development, master planning, engineering studies, roadway design, streetscape enhancements and utility infrastructure improvements.

Recent Projects

- Design-Build, North Brighton Reconstruction - Kansas City, MO*
- Kansas University Jayhawk Boulevard Reconstruction - Lawrence, KS*
- Kansas University Medical Center New Health Education Building - Kansas City, MO*
- Trolley & Blue River Trail Extension - Kansas City, MO*
- Olathe Community Center - Olathe, KS*
- Cerner Three Trails Campus - Kansas City, MO*

Greg Pfau, PLA, LEED AP Landscape Architect



Registrations
Landscape Architect
KS, MO

For Greg Pfau, landscape architecture goes beyond enhancing natural and built environments - it plays an important role in protecting air, water and other natural resources. Teaming with project managers in SKW's infrastructure and development services departments, Greg works on a wide variety of projects involving multiple disciplines such as planning, transportation, traffic, civil site design, and water and wastewater management. Often incorporated into his landscape design is site and environmental assessment, cost analysis, permitting, best management practices (BMPs), irrigation system design, bidding assistance and construction inspection. As a LEED-accredited professional, he also applies the principles of sustainable design throughout project development.

Relevant Projects

- Troost Corridor Plan – Kansas City, MO*
- Troost – Emanuel Cleaver II Boulevard Redevelopment & Implementation Plan – Kansas City, MO*
- Greensburg Sustainable Comprehensive Plan – Greensburg, KS*
- Overflow Control Plan – Kansas City, MO*
- Blue Hills Community Services Center – Kansas City, MO*
- Greensburg School – Greensburg, KS*

*Denotes project with previous employer.

Cheryl Bornheimer, P.E.
Traffic Engineer



Registrations
Professional Engineer
KS

As a transportation engineer, Cheryl Bornheimer is responsible for designing comprehensive multi-modal transportation solutions to accommodate automobiles, pedestrians, cyclists, as well as public transit, in accordance with local, state and federal policies and standards. Besides leading the design on roadway safety, roadway, sidewalk and intersection facilities, Cheryl also serves as a project manager, defining the scope, schedule and budget on both public infrastructure and private development projects.

Cheryl came to SKW in 2016 with five years of experience in highway safety and design and is now focusing on intersection design and traffic studies. She has worked with local communities to clarify long-term goals and has managed bridge and culvert replacement projects. She has also designed plans to replace bridges and culverts, rehabilitate pavement, control traffic, widen roads, install guard rails, control erosion and improve sidewalks to American Disability Act (ADA) standards. She serves on the Transportation Research Board (TRB) Committee – ANB25 – Highway Safety.

Relevant Experience

- Clear Creek Parkway New Alignment - Shawnee, KS
- Roe Blvd. Traffic Study & Signal Warrant Analysis - Mission, KS
- Local Road Safety Program Development - Johnson County, KS
- St. Luke's East Intersection & Circulation Study - Lee's Summit, MO
- Widening 143rd (Windsor East to Kenneth Road) Survey & Traffic Engineering Services - Leawood, KS

Ashley Bland, Associate AIA, ICC

Design & Construction Services



As the director of Travois design & construction services, Ashley manages the department and staff and oversees all projects to ensure quality and compliance with funding programs. Ashley is adept at working with teams to design affordable community options. She routinely researches products and construction methods on American Indian reservations.

Ashley works with clients and investors to ensure projects are delivered in a timely manner with respect for schedules, as well as all regulatory design and construction requirements.

Registrations

Certified Residential Building Inspector (ICC)

- Mechanical, Building,
- Plumbing and
- Electrical

Construction Specification Institute

Construction Document Technologist (CDT) designation

Relevant Projects

- Yavapai Apache Homes V Community Building, Yavapai Apache Nation Tribal Housing - Camp Verde AZ
- Pueblo of Acoma Homes I, Pueblo of Acoma Housing Authority - Pueblo of Acoma NM
- Southwood Estates Phase II, Prairie Band Potawatomi Nation - Mayetta KS

Phil Glynn

Economic Development & New Markets Services



Phil Glynn serves as company president, vice president for economic development, and director of new markets for Travois. Primarily, he oversees operations of national community development serving American Indian tribal governments and Native entrepreneurs. In his career he has coordinated more than \$110 million in economic development investments that support tribal exports or meet local reservation needs. He routinely works with New Markets Tax Credit industry groups and the U.S. Treasury to interpret regulatory changes to best serve the interests of Native Americans.

Relevant Projects

- Molokai Community Health Center - Kaunakakai, HI
- Navajo Tribal Utility Authority Cudeii and Shiprock Substations - Fort Defiance, AZ
- TERRA, Rural Alaska Broadband - Anchorage, AK

Lisa Koch, AICP
Community Involvement



Registrations
American Institute of Certified
Planners



Lisa is a Transportation Planner who specializes in multimodal capital improvement planning at the corridor, area, community, regional and statewide level. Through her 13-year career, which included planning for the City of Mission, the State of Kansas and most recently as a consultant, she has worked on projects that have improved safety and circulation for roadway users, developed bus and rail transit programs in many U.S. cities and created bicycle and pedestrian plans that focus on user safety. The cornerstone of Lisa's style is communication and engagement, a performance and data-driven decision-making process, cost-effective solutions and focusing on implementation from the outset.

Relevant Projects

- Rock Island Corridor Prog. Management Serv. - Jackson County, MO
- Commuter Corridors AA/US 71 Transit Study - Jackson County, MO
- Active Living Program Bicycle/Ped Analysis - Johnson County, KS
- Sustainable Places Downtown Connections - Olathe, KS
- Comprehensive Plan - Westwood, KS*

*Project completed with former employer

John Hosman
Business Planning



John is a partner of the firm and primarily focuses on providing financial advisory services and investment advisory services. John has assisted numerous tribes secure financing for projects and assisted tribes in evaluating investment opportunities. John specializes in assisting tribes develop a business concept and provides the financial infrastructure to move the project from idea to reality.

Before joining FS Advisors, Inc., John worked with O'Sullivan Creel Wealth Advisors, LLP and created their Finance Division where he led a team of financial professionals that focused on commercial and residential lending. John also worked with a variety of clients providing wealth management services and has experience as a consultant where he assisted companies with strategic plans and securing venture capital.

Proposal

Understanding

The Delaware Tribe of Indians has a rich cultural history. Under the leadership of the Tribal Council and Board, the tribe engages members and the public at large to improve understanding of the tribe's history, and actively build a future for the tribe that is linked to its history and culture. The Agricultural Heritage Planning Project is another example of how the tribe is evolving its resources and education to honor its past and prepare for its future through agriculture. Similarly, the City of Lawrence and Douglas County are communities that continue to grow and evolve while being true to their history. Enriched by two major universities, the members of the Lawrence, Kansas and Douglas County communities, seek to grow the understanding and application of sustainability. This is demonstrated by the incredible hands-on, environmentally themed educational facilities in the Haskell-Baker Wetlands, the University of Kansas Field Station, and the numerous community gardens throughout north Lawrence.



90 acre property farmed by Pine family for a variety of crops

Building on the rich soils of north Lawrence, residents in and around this 90-acre tract also take great pride in their agricultural heritage and actively farm this area for a variety of successful crops. Unfortunately, history also demonstrates that this section of town is prone to flooding, including most recently in 1993. The concern for future flooding and flood plain development have been expressed by north Lawrence residents related to a wide variety of projects and policies.

Since 2013, the tribe has renewed their connection to this land by purchasing the property back from the Pine family and reaching out to local community partners to create a truly shared vision for the future of this land. Many different development plans have been considered for this property, including at one time a consideration for moving the tribe's headquarters here from its current location in Bartlesville, Oklahoma. The current shared vision of a sustainable agricultural enterprise brings the values and history of all the key stakeholders and communities together toward a productive and collaborative future.

Approach

The project RFP spells out two key outcomes, refining the vision in public view and packaging the vision into a feasible business plan. Given the great amount of effort and progress by the key stakeholders that has already gone into developing a shared vision for the development of this land, these two outcomes could be viewed as sequential. First, refine the existing vision with public input, and then, develop a feasibility plan. Instead, the SKW team is proposing a parallel approach whereby the feasibility issues and public input are considered in a manner that will maximize the results of the public engagement while keeping the study team focused on a project that is optimal for the land and sustainable for decades to come.

Step 1 - Project Kickoff

A critical first step in any successful project is to synchronize expectations and goals of the project team. To achieve this, the SKW team will engage the key stakeholders to seek input on our proposed approach and schedule. By utilizing the valuable input of all of the key stakeholders, the project team will be able to refine and adapt the approach and timeline to most efficiently deliver a successful project.

Step 2 – Initial Public Information

As demonstrated by articles and editorials in the local paper, the area residents are already aware of and engaged in the potential outcomes of this study.

For this reason, a key initial step in the study will be to engage the public and tribal members to inform them of the agreed project approach and timeline. This can be achieved by promoting additional articles or by setting up a project webpage on the county's website. Concerned citizens will then be directly informed that their opinion is valuable, and that the project team has identified key points in time of the project's development when public input will be sought and most influential in the final product. These same channels can be used to inform the public that the project team will be open to input at any point in the project via dedicated email addresses and other contact information through which residents and tribal members can provide information.

Step 3 – Analysis of Baseline Conditions

As detailed in the RFP, an analysis of baseline conditions is an important deliverable of the project. This approach proposes to use the baseline conditions analysis as a first screening of feasibility for the key stakeholders' shared vision for the land. All land must consider permitting and logistical challenges that can potentially create major obstacles to the development of the property. These major elements will be evaluated in the analysis of baseline conditions to determine if any of these could present a challenge to implementation of the key stakeholders' vision:

- **Access** – Easy ingress and egress to a site is critical to its economic viability. The main access to this site is from a state highway, US-24/40. An initial traffic evaluation will be performed to determine compliance with proposed improvements to the Kansas Department of Transportation's (KDOT's) access management policy. Any necessary transportation improvements along the highway will be considered and evaluated for cost in the baseline analysis.
- **Utility Availability** – The proposed education center will need access to water, electrical, fiber optic, gas and sanitary sewer utilities.
- **Floodplain Development** – The land being considered for development is in a FEMA Zone X floodplain due to its location behind the levy. It is also immediately upland from Zone A and Zone AE floodplains. Additionally, residents in this area are highly sensitive to flooding issues and have historically been opposed to activities that reduce the amount of permeable area. The baseline condition review will evaluate what restrictions the existing floodplain will put on development of the property, and what proactive measures can be implemented to evaluate Best Management Practices (BMPs) that can be implemented on this land to reduce stormwater runoff and improve water quality.
- **Climate and Climate Change Evaluation** - According to a study prepared for the Heartland Regional Network of the Urban Sustainability Directors Network¹, this project is located in a sub-humid continental climate zone, known for extreme temperatures of heat and cold, and precipitation. Their assessment is that global climate has not affected the climate in this area to a noticeable degree and is expected to stay consistent with the patterns of the surrounding climates. During the study, additional climate forecasts will be considered along with the potential impact to future agricultural production on this site. Understanding the exposure of specific crops to the climate and climate change will be an important consideration in the business model.
- **Ecosystem Evaluation** - The historically nutrient-rich soil of the area has allowed a variety of vegetation to flourish despite the unpredictable climate. This study will look for ways the future use of this property can minimize impact on the existing ecosystem by evaluating sustainable and organic farming practices. Additionally, BMPs and other water quality features will be considered to provide appropriate buffers to the adjacent natural ecosystems. New development on the site will consider recycling and green energy alternatives as a means to reducing the site's footprint.

¹Anderson, Christopher J., Jennifer Gooden, Patrick E. Guinan, Mary Knapp, Gary McManus, and Martha D. Shulski. "Climate in the Heartland: Historical Data and Future Projections for the Heartland Regional Network." (2015): 11. Mid-America Regional Council. Web.

- **Preliminary Market Analysis** – The most effective private developers start with the end in mind. For them, understanding the market value of a property at the outset of a project informs all of their scope and design decisions through the evolution of a project. This allows a developer to make the most efficient and effective decisions. This same methodology of considering the project outcome throughout can be a valuable tool for this project as well, even if it isn't as profit-driven as private development. By identifying potential funding sources at the project outset, future visioning and planning activities can be guided to include items that are more likely to entice external funding. Similarly, by understanding the projected market return for this specific sustainable agricultural enterprise, the available funding and revenues can be fully understood. This, in addition to the capital provided by the key stakeholders, will be critical to understanding the potential future construction budget. This can inform major project scope decisions if they are beyond or well below the ultimate construction project's final budget.



Proximity to I-70 offers great accessibility and visibility for the proposed Agricultural Heritage Center

Step 4 – Public Engagement

After the key stakeholders' vision has been validated through the initial feasibility review, it is time to engage the public through a proactive and inclusive public engagement process. To achieve a true consensus, the citizens who will be most impacted by this development will need to be identified. By working with the key stakeholders, the SKW team will develop direct invitations for people to attend facilitated meetings to be held in both Lawrence and Bartlesville. These meetings will allow the opportunity to present the initial study findings and help those most interested in the project understand the background, vision and opportunities presented by the land. Utilizing our experienced meeting facilitators, we will lead small groups of 10-15 people through exercises designed to identify potential issues and allow the group to discuss a path forward to resolving those issues. Once the most impacted citizens of both the Delaware Tribe and North Lawrence have added their input to the vision, it will be time to refine and distribute the details of the vision more broadly to strengthen overall community support for the project.

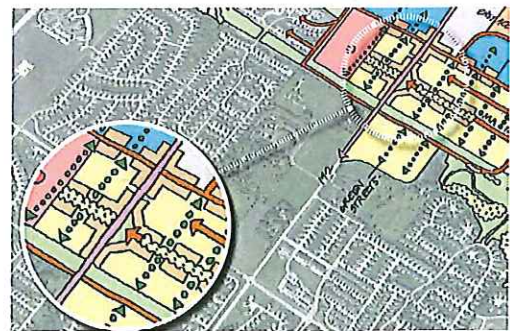


Clear Creek Parkway Public Meeting - Shawnee, KS

Step 5 – Refining the Shared Vision

Once support has been received, it will be time to expand the study from a vision into a reality. In this step, the SKW team will present a clear and compelling narrative of the future land use with engaging visuals that help bring that vision into focus.

The SKW team has expert landscape architects, planners and graphic designers who have excellent experience translating an owner's vision into a real space. For this project, it will be critical to depict both the implementation of the shared vision and the related physical site improvements that will be necessary to execute the vision.



Conceptual Mixed-Use Site Plan

Step 6 – Master Plan of the Property

At this stage, the trained technical members of the SKW team will take the lead in developing a site plan that addresses the logistic challenges of site development while also providing an inspirational step into the implementation of the shared vision. As noted in the analysis of base conditions, utilities, floodplain permitting, access and economics all need to be considered in the development of a site plan.

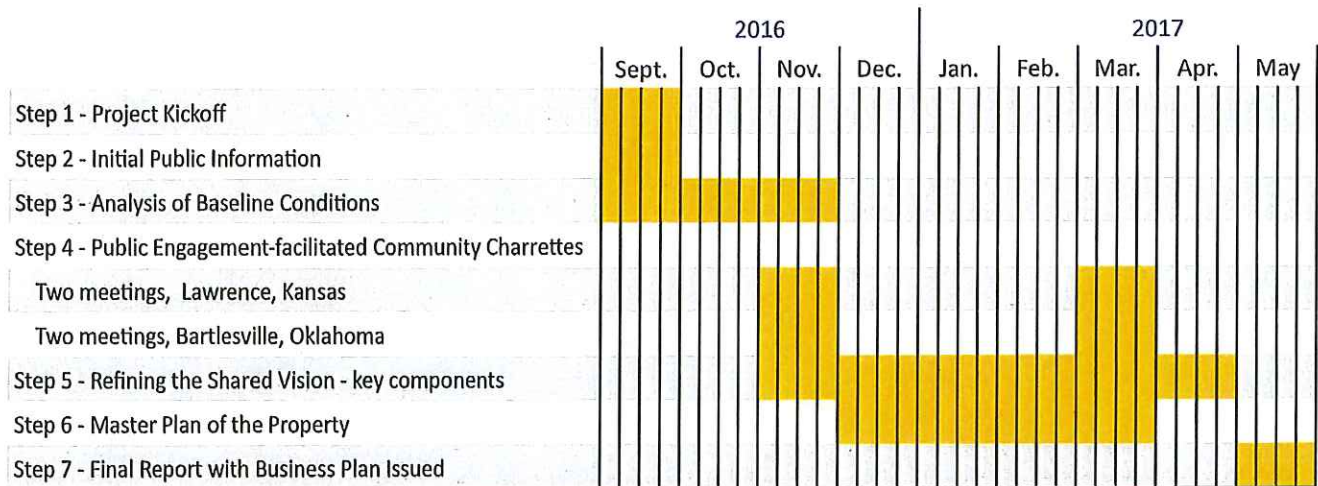
Although no survey work will be completed as part of this planning study, key project components will be presented utilizing available GIS information and aerial photography maintained by the city. This plan will serve as an effective tool for facilitating discussion and refining the planned project cost.

Once complete, the master plan and refined vision can be distributed through an additional public outreach effort. Ideally, this will be in the form of information distribution via traditional and social media channels. However, if there is still lack of consensus after initial public engagement, a more complex outreach may be needed, including additional meetings in Lawrence and Bartlesville for citizens to better understand the process and provide input on the final plan.

Step 7 – Final Report with Business Plan

The capstone deliverable for this project will be a final study report and market analysis that will detail how the shared vision of this property can become a reality. The report will identify potential funding sources, additional project partners and clear implementation steps for the key stakeholders to follow. As demonstrated by the work of the key stakeholders to reach the current shared and inspirational vision, there are many institutions and individuals who will be interested in project work and can lend their expertise and resources toward making this vision a reality.

Project Timetable & Cost



Project Phases	Planning Process	Business Planning	Planned Hours
Project Kickoff	\$5,600	\$850	40
Initial Public Information	\$3,350	\$0	30
Analysis of Baseline Conditions	\$6,400	\$9,200	112
Public Engagement – facilitated community charrettes	\$22,080	\$0	169
Refining the Shared Vision	\$7,700	\$3,500	80
Master Plan of the Property	\$3,800	\$1,800	40
Final Report with Business Plan	\$10,380	\$2,850	94.5
Subtotal	\$59,310	\$18,200	–
Project Expenses	\$3,690	\$1,800	–
Total	\$63,000	\$20,000	565.5

References

City of Edwardsville, KS

Michael Webb, City Manager
913-441-3707

City of Eudora, KS

Barack Matitie, City Manager
785-690-7244

City of Roeland Park, KS

Keith Moody, City Administrator
913-722-2600

Chickasaw Nation

Dakota Cole, Under Secretary of Treasury
580-272-5021

Ho-Chunk, Inc.

Lance Morgan, President & CEO
402-878-2809

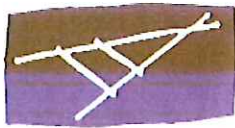
Yavapai Apache Nation Tribal Housing

Sharie Benson, Executive Director
928-567-4191

Subcontractors

SKW has agreed to subcontract with Travois Design and Construction Services, FSA Advisors and Groundswell Consulting on this project to provide tribal advisory and consultation services, tribal financial consultation, and community outreach and involvement respectively.





TRAVOIS™

At Travois, our mission, “You know where you want to go, let us pull some of the weight for you.” is reflective of our consultative and collaborative approach to working with our tribal clients and partners.

We provide capital for housing and economic development in Indian Country. We structure and close investments that deliver tangible economic benefits for tribes and tribal housing authorities. We do it in a way that respects sovereignty, encourages input from your families and results in a quality development that can be a source of pride for your community.

We employ 29 expert staff members. Travois’ bench is deep. Every person with whom you interact has a team supporting them. We will be here when you need us. We will be here from the kickoff call through the ribbon cutting ceremony, and be available to answer every question in between.



FSA Investment Group provides a fully-integrated and customized approach to investment management that is designed to preserve and grow capital for tribes. FSA creates investment strategies that are designed specifically to meet a tribe’s current needs while ensuring the strategy provides financial strength for future generations. They design and manage programs such as Minor’s Trusts, Elder Benefit, Education, Capital Reserve Accounts and Cash Management. They also assist tribes in developing their Tribal Investment Code; therefore providing a tribal law for the governance of tribal investments. This may involve the creation and amending of a Tribe’s Revenue Allocation Plan (RAP) in order to ensure compliance with the RAP and Tribal Investment Policy. Once a Tribal Investment Code is enacted, investment policy statements may be created for each investment account. We also work with tribes in the establishment, education and ongoing management of investment committees.

The FSA subsidiary, FSA Risk & Benefits, LLC, is a progressive risk and benefits brokerage and consulting firm focused exclusively on tribal nations and their related enterprises. Our goal is to empower tribes to create financial security for current and future generation. Our clients require extensive interaction with our team, as well as tailored solutions and analytics with an expectation of a heightened level of expertise.

As an active participant in Indian Country, we clearly understand both the dynamic nature and uniqueness of the challenges tribes face today. Our team’s focus allows us to truly become an extension of your internal staff. While our capabilities are national in scope, we remain nimble and committed to delivering distinctive services.



GROUNDSWELL CONSULTING

Located in Lawrence, KS, Groundswell Consulting is led by Lisa Koch. For nearly 15 years, Lisa has been dedicated to transportation planning and project development through her efforts to facilitate and manage strategic communications and community involvement programs.

Throughout her career, Lisa has brought a professional and collaborative approach to her work. This approach combined with her consistency and reliability are incredible assets for any project when considering how difficult it can be to effectively coordinate meetings and feedback between owners' representatives, government staffs, consultants and the community at-large. Nonetheless, Lisa has thrived in this role. She has done so well that she's struck out on her own; creating a true groundswell of support for her clients, and their visions for growth and prosperity.



September 2, 2016

Jackie Waggoner
Division of Purchasing
Douglas County, Kansas
1100 Massachusetts
Lawrence, KS 66044

Re: The Delaware Tribe of Indians Agricultural Heritage Planning Project, RFP No. 16-F-0020

Dear Ms. Waggoner:

Please find attached a signed copy of the contract for the above noted project for the full A+B scope of Planning & Design and Business Planning, at a cost of \$83,000. Per our proposal, the full project scope includes the below 7 step project approach to provide the final deliverables noted in the RFP, by a completion date of June 2017.

7 Step Project Approach

- Step 1 - Project Kickoff
- Step 2 - Initial Public Information
- Step 3 - Analysis of Baseline Conditions
- Step 4 - Public Engagement
- Step 5 - Refining the Shared Vision
- Step 6 - Master Plan of the Property
- Step 7 - Final Report with Business Plan

Given the length of the project and as discussed subsequent to our selection for this project we request the ability to bill the total project lump sum fee as a percentage of the completed project. Our proposed breakdown of the fee schedule is shown below:

Proposed Fee Schedule

- Steps 1 & 2 complete - Bill to 15% of total
- Step 3 complete - Bill to 40% of total
- Step 4 complete - Bill to 70% of total
- Steps 5 & 6 - Bill to 90% of total
- Completion of project including Final Report with Business Plan - Bill to 100% of total

We are very much looking forward to getting this valuable project underway and appreciate the responsiveness and positivity your staff has shown already in the initiation of this project.

Very truly yours,

SHAHER, KLINE & WARREN, INC.

By: Howard D. Lubliner, Ph.D., P.E.
Managing Director, Infrastructure Services

jlhY:\GenCorrs\hdlC-4.docx

Enclosure



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Coordinator

To: Board of County Commissioners
From: Eileen Horn, Sustainability Coordinator & David Sparkes, Director of Maintenance
Re: LED Lighting Upgrade at the Fairgrounds Indoor Arena
Date: September 6, 2016

Project Description:

The Fairgrounds Indoor Arena (Community Building) currently utilizes 400W metal halide fixtures to provide light to the arena. These lights are difficult to replace, slow to turn on, and consume a significant amount of energy. We estimate that we are currently paying \$781/mo on our electricity bill to operate these inefficient lights.

Staff have identified an LED replacement solution that will provide better quality light, a longer bulb life, and will reduce the lighting-related energy costs to \$229/mo, resulting in an annual savings of \$6,621. At this savings rate, the project will have a Return on Investment = 3 years.

Staff are recommending that we fund this project completely from the Sustainability and Energy Savings Reinvestment Fund in Equipment Reserve, due to the significant energy savings yielded by the project. This will also be a visible lighting quality improvement for the facility.

Project Timeline: Fall 2016

Total Project Cost: \$19,998.35. This will be funded completely from the Sustainability and Energy Savings Reinvestment Fund in Equipment Reserve.

Requested Action: Consider approval of the use of Sustainability and Energy Savings Reinvestment Fund (in Equipment Reserve) to purchase LED lighting for the Douglas County Fairgrounds Indoor Arena (\$19,998.35).

TITAN LED

LIGHTING SOLUTIONS

TITAN LED, Inc. - 4590 Ish Drive, Unit #100 - Simi Valley, CA 93063 - (805) 523-7500

ORDER FORM

Bill To (Sold To):

Douglas County Fair Grounds
David Sparkes
2110 Harper St
Lawrence, KS 66046
Phone: (785) 393-4556

Ship To:

Douglas County Fair Grounds
David Sparkes
2110 Harper St
Lawrence, KS 66046
Phone: (785) 393-4556

Date

August 11, 2016

Payment Terms

Net 20

Customer PO

Titan Sales Rep

Brian Rodehorst b.rodehorst@titanled.net [SG]

SKU	Description	Qty	Unit Price	Amount
17C-4-23-50K-HO	Hennessy High Output Tube Light, 4 Foot, 23W, Luxeon LED's, 5000K, Polycarbonate CLEAR LENS, 100-277V, SMD, BI-PIN, SINGLE END POWER, NON-DIMMABLE (EXTERNAL DRIVER INCLUDED)	288	\$54.99	\$15,837.12
1200-6-HB-NL	Fixture Only. 2x4, 6-Lamp, High Bay Style, NO LENS. LED Ready - NO Ballast and NO Wiring.	48	\$74.99	\$3,599.52
17C-4-16-50K	Hennessy Tube Light, 4 Foot, 16W, Luxeon LED's, 5000K, Polycarbonate CLEAR LENS, 100-277V, SMD, BI-PIN, SINGLE END POWER, DIMMABLE (EXTERNAL DRIVER REQUIRED)	8	\$39.99	\$319.92
17-4CH-DRIVER	DRIVER - 4 Channel, 64W, 32V, 450mA, Constant Current LED Driver, with 0-10V Dimming Control, 100-277V Input. UL (Class 2), Rated 16W per Channel, Installed with 2 sets of AMP connectors on 4" wire.	2	\$50.00	\$100.00
1200-4-HB-NL	Fixture Only. 2x4, 4-Lamp, High Bay Style, NO LENS. LED Ready - NO Ballast and NO Wiring.	2	\$69.99	\$139.98

SUBMIT ORDERS via Email: orders@titanled.net

TITAN LED THANKS YOU FOR YOUR BUSINESS!

Page 1/2

TITAN LED

LIGHTING SOLUTIONS

Comments & Special Instructions

Subtotal	\$19,996.54
Titan Rebate	-\$770.00
Adjusted Subtotal	\$19,226.54
Tax Rate	0.00%
Sales Tax	\$0.00
Shipping Method	Best Way
Shipping & Handling	\$771.81
TOTAL	\$19,998.35

By signing, the customer hereby grants permission to Titan LED, Inc. to process the above order. Customer in good faith is agreeing to purchase the above items.

If an audit was performed by Titan LED, the Customer hereby acknowledges and agrees that the quantity of lamps being sold pursuant to this order is based on Company's initial audit of Customer's facility and estimated needs. The actual amount of lamps needed to sufficiently cover all areas of Customer's facility may vary due to several factors, including but not limited to, Customer's desired light levels, inaccessible areas during initial audit, Customer's changed needs or possible miscount of lamps during audit. If additional lamps are necessary to complete Lighting retrofit the cost of the additional product and labor to install the product shall be borne by the Customer exclusively.

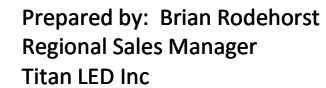
X

Signature

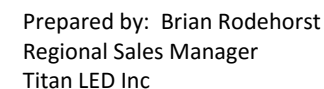
Printed Name

Date

Title



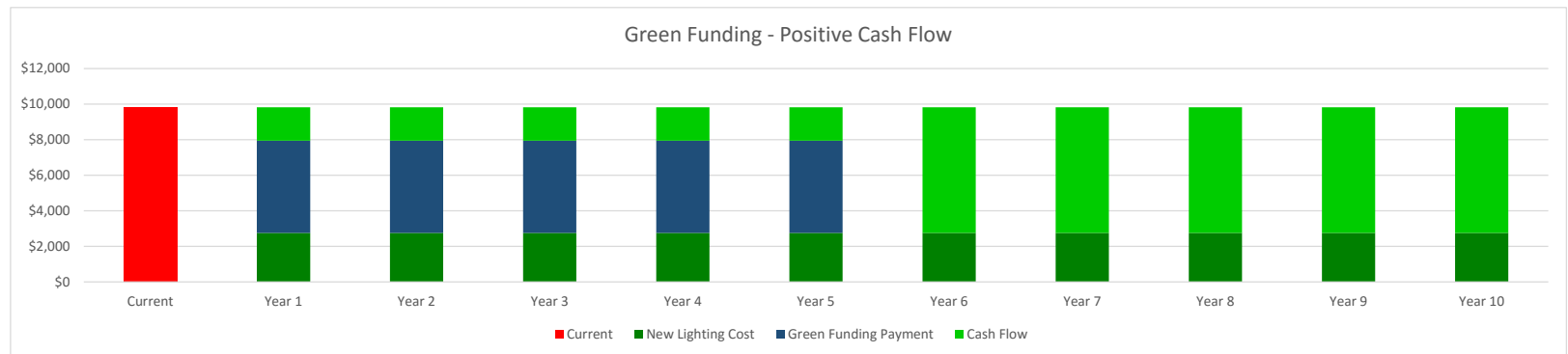
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8/3/2016



Douglas County Fair Ground worksheet 2
Cash Flow Graph



	Monthly	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Current Lighting Cost	\$781	\$9,822										
Maintenance Cost	\$38											
LED Lighting Cost	\$229		\$2,751	\$2,751	\$2,751	\$2,751	\$2,751	\$2,751	\$2,751	\$2,751	\$2,751	\$2,751
Green Funding Payment	\$433		\$5,190	\$5,190	\$5,190	\$5,190	\$5,190					
Positive Cash Flow	\$552		\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$7,071	\$7,071	\$7,071	\$7,071	\$7,071

Prepared by:
 Brian Rodehorst
 Kansas Regional Sales Manager
 785.249.3979
b.rodehorst@titanled.net

Thank you for allowing us to review your lighting and energy consumption.

The following numbers were determined by your current average kWh charge: **\$0.11**

Average KW usage:	11,945	Monthly
Average Electric bill:	\$1,352	Monthly
Current Light costs:	\$781	Monthly
Your new LED costs:	\$229	Monthly
Immediate Energy Savings:	\$552	Monthly

We have qualified you for a monthly savings of:	70.6%
We have calculated your energy savings:	\$552
We calculated repeatedly replacing your old bulbs & ballasts:	\$38
For a TOTAL SAVINGS:	\$589

These energy savings are based on your current kWh costs and do not include any calculation adjustments for maintenance increase or inflation of power company increases in electricity. Power companies have an average rate increase of more than 5% per year.

Your long-term savings through 30 years of our product: **\$70,705**

NO LIGHT BULB MAINTENANCE

LED Tubes & Drivers Lifespan based on your average yearly usage – **28.3 Years**
vs. Metal Halide Bulb Lifespan - **2.8 Years**

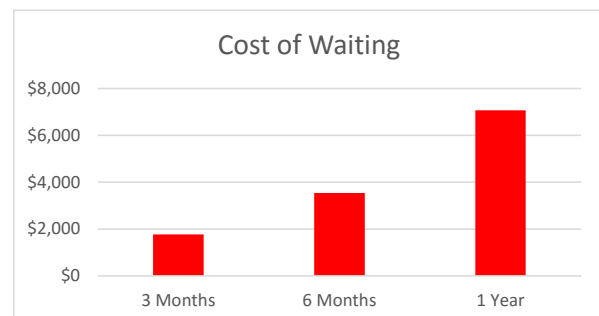
Green Funding estimated payment option: **\$433 Monthly**
The only upfront expense will be one payment of: **\$175 Documentation fee**

ACQUISITION SAVINGS	Monthly	Annual
Titan LED Energy & Replacement Savings	\$589	\$7,071
Green Funding Payment	\$433	\$5,190
Total Savings After Titan LED Retrofit	\$157	\$1,880

Scope of Project: **\$20,597**
Simple ROI: **2.9 Years**

Section 179 Federal Tax Deductions:
(@ 30% tax rate) **\$6,179**

Cost of waiting: 3 Months 6 Months 1 Year
 \$1,768 \$3,535 \$7,071



Width	Length	Sq Ft.	Existing FC
165	225	37,125	10-15

Product	Lumens Ea	Qty	Total Lumens	Footcandles
HB148	13,320	32	426,240	11
HB180	16,680	16	266,880	7
Hen16	2,450	8	19,600	1
			0	0
			0	0
		Total	712,720	19

Product	Lumens Ea	Qty	Total Lumens	Footcandles
Hen23	3,080	288	887,040	24
Hen16	2,450	8	19,600	1
			0	0
			0	0
			0	0
		Total	906,640	24



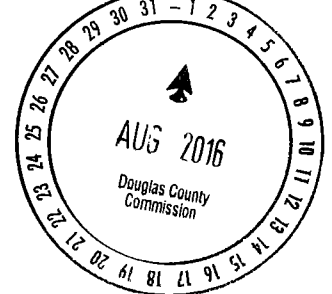
101 Gage Boulevard
Topeka, KS 66606-2021

Department of Transportation
District 1, Area 4 – Topeka Metro Office

Phone: 785-296-2291
Fax: 785-296-1096
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Richard Carlson, Interim Secretary
Hugh A. Bogle, P.E., District Engineer
Steve A. Baalman, P.E., Metro Engineer

Sam Brownback, Governor



July 25, 2016

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

Dear Mr. Weinaug,

Subject: KDOT Project 59-23 KA 3634-06, Signalization of the junction of US-59 and Route 458

Thank you for meeting with me on July 21, 2016 regarding the KDOT planned project for signalization of the US-59 and Route 458 junction. As discussed in that meeting KDOT is planning on proceeding forward with this project and requested consideration from Douglas County in providing some level of funding participation since this project will provide some benefit to county residents that use this intersection.

The level of county funding participation discussed during the meeting and determined to be reasonable was approximately of 20% of this estimated \$170,000 project. This would be a one-time funding commitment for Douglas County with no county funding required for ongoing maintenance.

Please confirm Douglas County's funding commitment then KDOT will prepare an agreement for formal approval.

Sincerely,

Steve A. Baalman, P.E.
Metro Engineer

SAB:sab