

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

ADDRESSING THE COMMISSION: Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item.

Individuals are asked to come to the microphone, sign in, and state their name. We ask that you sign in so that we can get the spelling of your name correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, APRIL 3, 2019

4:00 p.m. - WORK SESSION

- (1) [Alternatives to incarceration with specialty courts.](#)

5:30 p.m. BUSINESS MEETING

- [Proclamation for "Public Health Week" April 1-7, 2019 \(Dan Partridge\)](#)
- [Proclamation for "Sexual Assault Awareness Month" \(Rachel Gadd-Nelson\)](#)
- [Proclamation for "Child Abuse Prevention Month" \(Diana Frederick\)](#)
- Consider approval of the minutes for March 20, 2019.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) [Authorize the Interim County Administrator to execute a lease agreement on behalf of Douglas County Government with Berkeley Plaza, Inc. as represented by agent Allison Vance Moore to lease the 6800 square foot commercial property at 1006 New Hampshire Street \(Robert Bieniecki\);](#)
- (c) [Consider approval of 2019 Tow Service Provider Agreement \(Jill Jolicoeur\);](#)
- (d) [Consider authorizing a Warranty Deed and County Resolution regarding the conveyance of land in East Hills Business Park to Economic and Development Corporation of Lawrence and Douglas County \(EDC\) who will convey property to Grandstand Glassware, at no cost. The County Commission initiated the appropriate documentation by Resolution 19-03 at the February 6, 2019 County Commission meeting. \(Sarah Plinsky\); and](#)
- (e) Accounts payable.

REGULAR AGENDA

- (2) [Consider approval for Demolition of former Public Works building at 1242 Massachusetts Street \(David Sparkes\)](#)
- (3) Appointments:
 - Community Corrections Board Advisory Board (1) position open (Social Services)
 - Douglas County Food Policy Council (2) positions open (Local food system/Ag Producer)
 - JAAA Advisory Council (1) position
 - JAAA Board of Directors (2) positions
 - Lawrence-Douglas County Advocacy Council on Aging (10) open positions
- (4) General Public Comment

General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.
- (5) Committee Reports
- (6) Commissioner and/or Administrator Miscellaneous
- (7) Adjourn

WEDNESDAY, APRIL 10, 2019

4:00 p.m. – WORK SESSION

-Township roads and budget issues

WEDNESDAY, APRIL 17, 2019

4:00 p.m. – WORK SESSION

-Artists Helping the Homeless project

5:30 p.m.

-Consider approval of a vacation of a portion of public road right-of-way (Sandyland Subdivision) (Kevin Sontag)

WEDNESDAY, APRIL 24, 2019

4:00 p.m. – WORK SESSION

-2018 Criminal Justice Services and Juvenile Detention Center use update

WEDNESDAY, MAY 1, 2019

4:00 p.m. – WORK SESSION

-Open Space Project Charter review

WEDNESDAY, MAY 8, 2019

4:00 p.m. – WORK SESSION

-HCC Update and Preservation Plan

WEDNESDAY, MAY 15, 2019

4:00 p.m. – WORK SESSION

-Crisis Center Operational Planning

WEDNESDAY, OCTOBER 2, 2019- cancelled

***Note:** The Douglas County Commission meets regularly on Wednesdays at 5:30 p.m., and at 4:00 p.m. for Work Sessions as needed. Meetings are held at the Douglas County Courthouse (2nd Floor) at 1100 Massachusetts Street, Lawrence, KS 66044. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



Douglas County

Alternatives to Incarceration/Specialty Courts

Douglas County Alternatives

The progress so far:

PreTrial Statistics for 2018

Carryover from Previous Year: 81
New in 2018: 302
Closed in 2018: 282
Total PreTrial: 383
Total Days: 33644

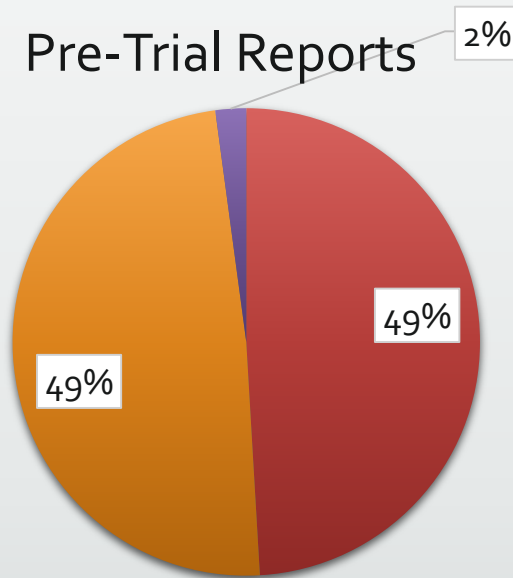


October 2017- October 2018 PreTrial Information Overview

377 PTR reports were submitted at First Appearance
185 were accepted at First Appearance (51%)
184 were not accepted
The remaining were bonded or reports did not make
It to court on time

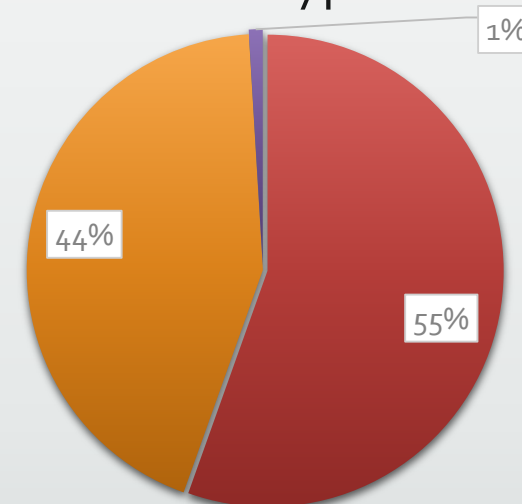
There were 234 Felony cases assigned
There were 184 Misdemeanor cases assigned
Some clients had multiple cases

Pre-Trial Reports



■ Accepted ■ Not Accepted ■ Other

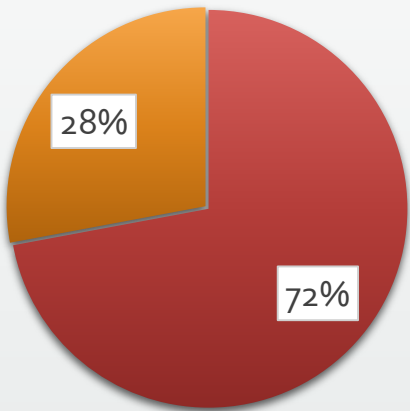
Case Types



■ Felonies ■ Misdemeanors ■ Infractions/Other

October 2017- October 2018 Pre Trial Client Demographics

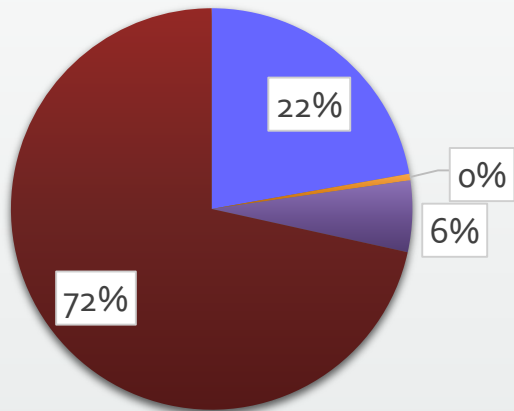
Gender



Male Female

Male	276
Female	107

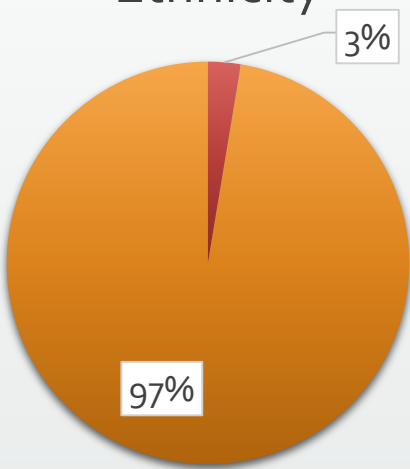
Race



African American Asian
Native American White

African American	85
Asian	2
Native American	22
White	274

Ethnicity

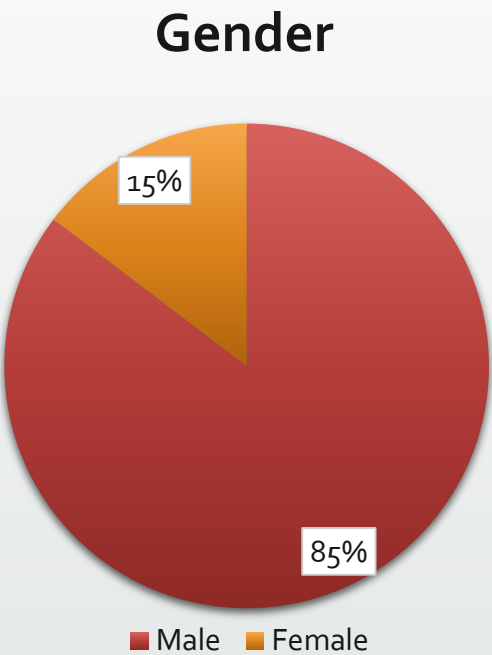


Hispanic Non-Hispanic

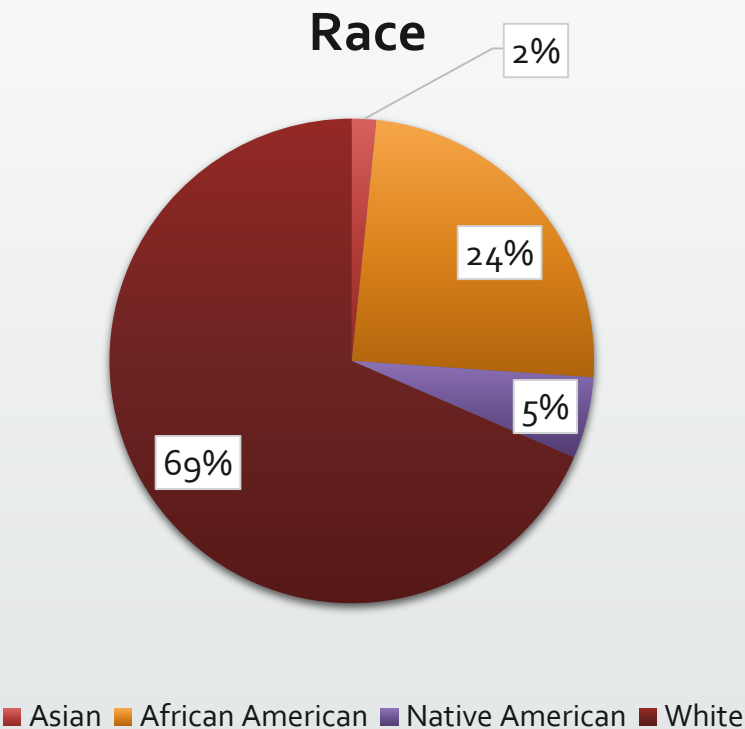
Hispanic	10
Non-Hispanic	373

First Appearance Denied Statistics

Total Denied: 184



Male	157
Female	27

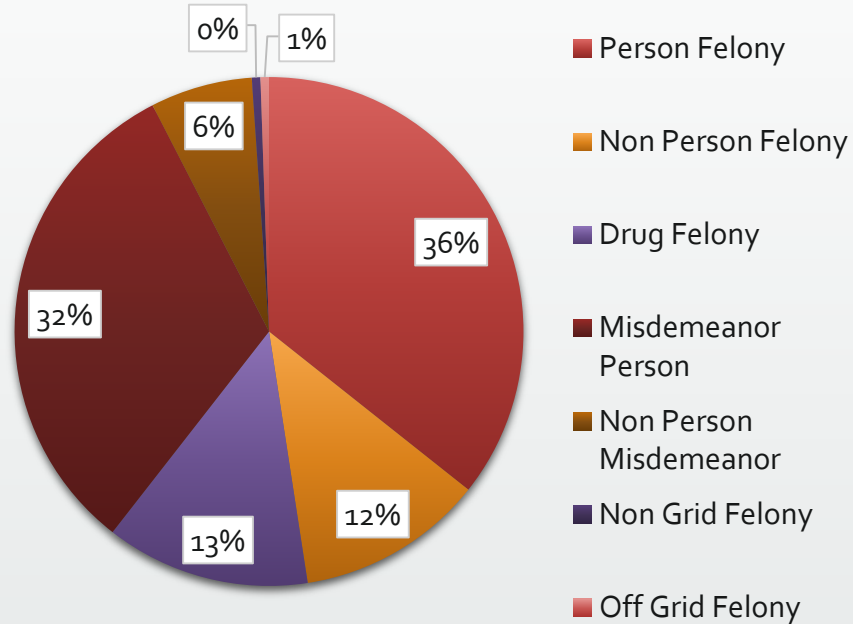


Asian	3
African American	45
Native American	10
White	126

11 Individuals identified as Hispanic, which is 9%

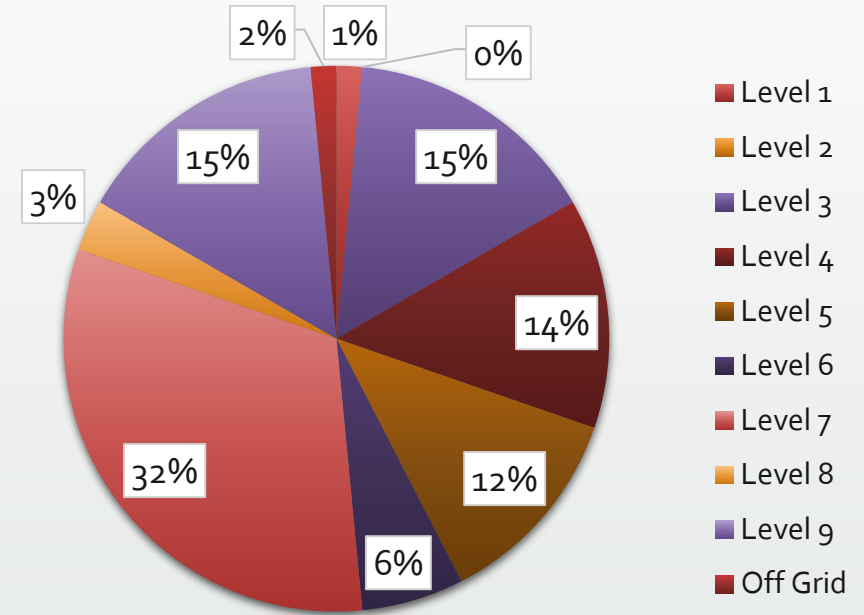
First Appearance Denied Case Charges by Severity

Charge Type



Person Felony	66	Non Person Misdemeanor	12
Non Person Felony	22	Non Grid Felony	1
Drug Felony	24	Off Grid Felony	1
Misdemeanor Person	59		

Person Felonies by Level

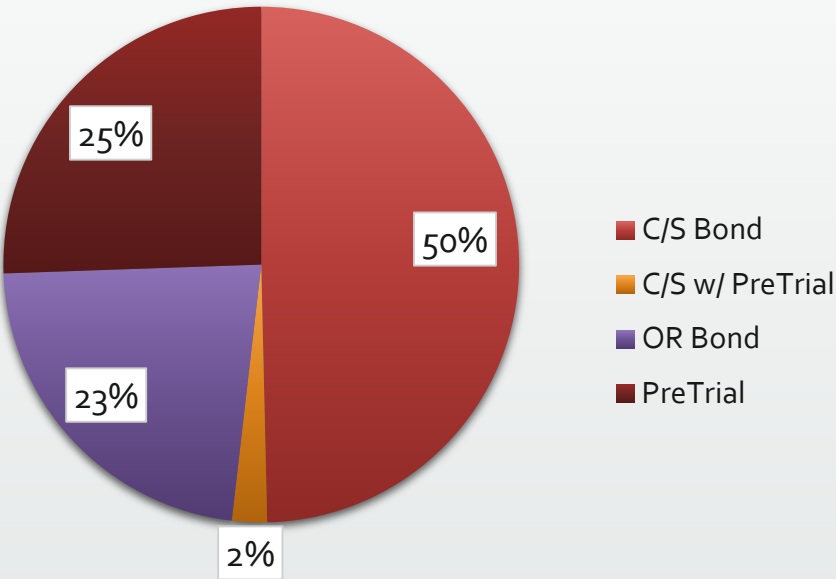


Level 1	1	Level 6	4
Level 2	0	Level 7	21
Level 3	10	Level 8	2
Level 4	9	Level 9	10
Level 5	8	Off Grid	1

Second Review and Final Outcomes

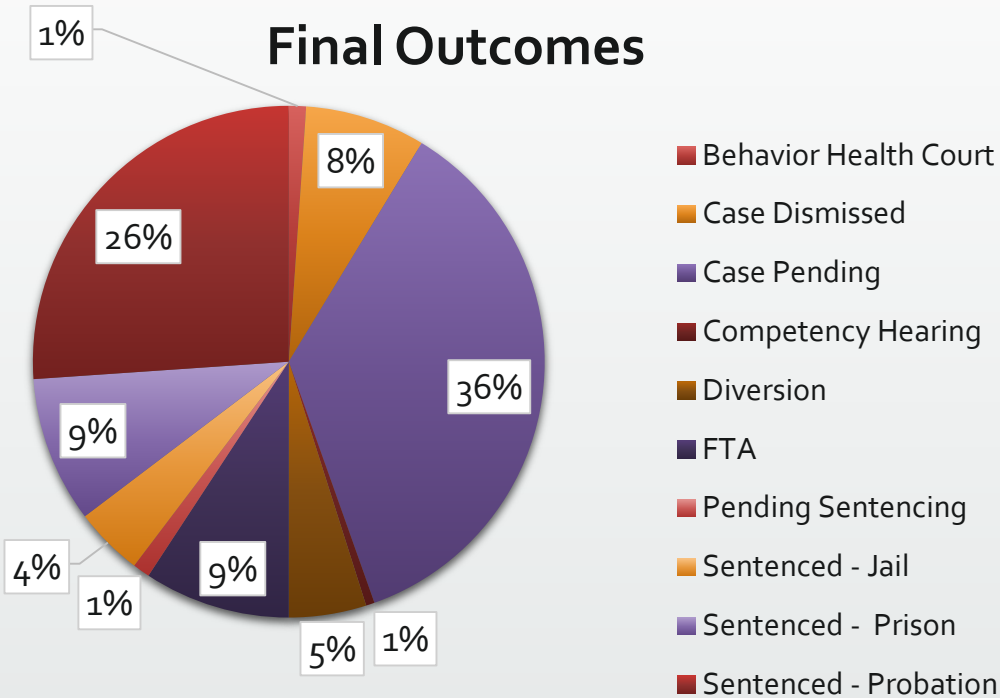
Of the 184 denied, 137 had a 2nd Review (74%)

2nd Review Results



C/S Bond	68
C/S w/ PreTrial	3
OR Bond	31
PreTrial	35

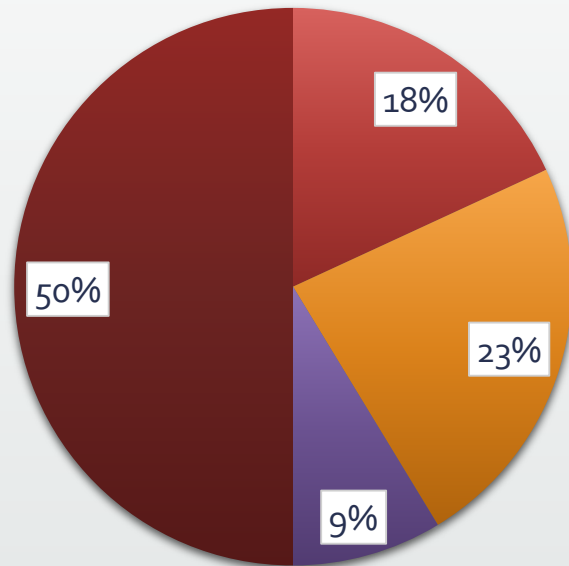
Final Outcomes



Behavior Health Court	2	FTA	17
Case Dismissed	14	Pending Sentencing	2
Case Pending	66	Sentenced – Jail	8
Competency Hearing	1	Sentenced – Prison	17
Diversion	9	Sentenced- Probation	48

October 2018 – March 2019 First Appearance Reviews

139 individuals were recommended for PTR



- Recommendations w/ Modifications
- DA Recommends if no Bond
- DA Opposed
- DA Recommended with no Modifications

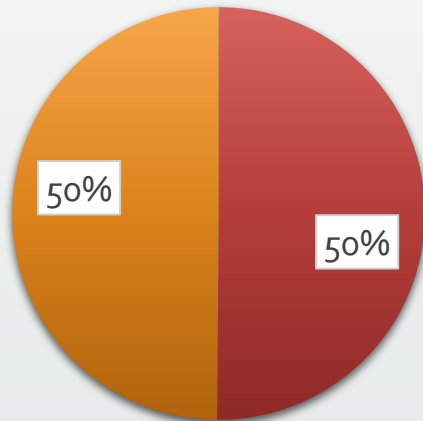
DA Decisions	Total	Judge Approved PTR
DA Recommended w/Modifications	25	25
DA OK if no CS Bond	32	30 – 2 were bond only
DA Opposed	12	1 approved
DA Recommended with no Modification	69	56 Approved 4 – not approved 9 Bonded out

Pre-Trial Electronic Monitoring in 2018

There were a total of 192 clients on Electronic Monitoring

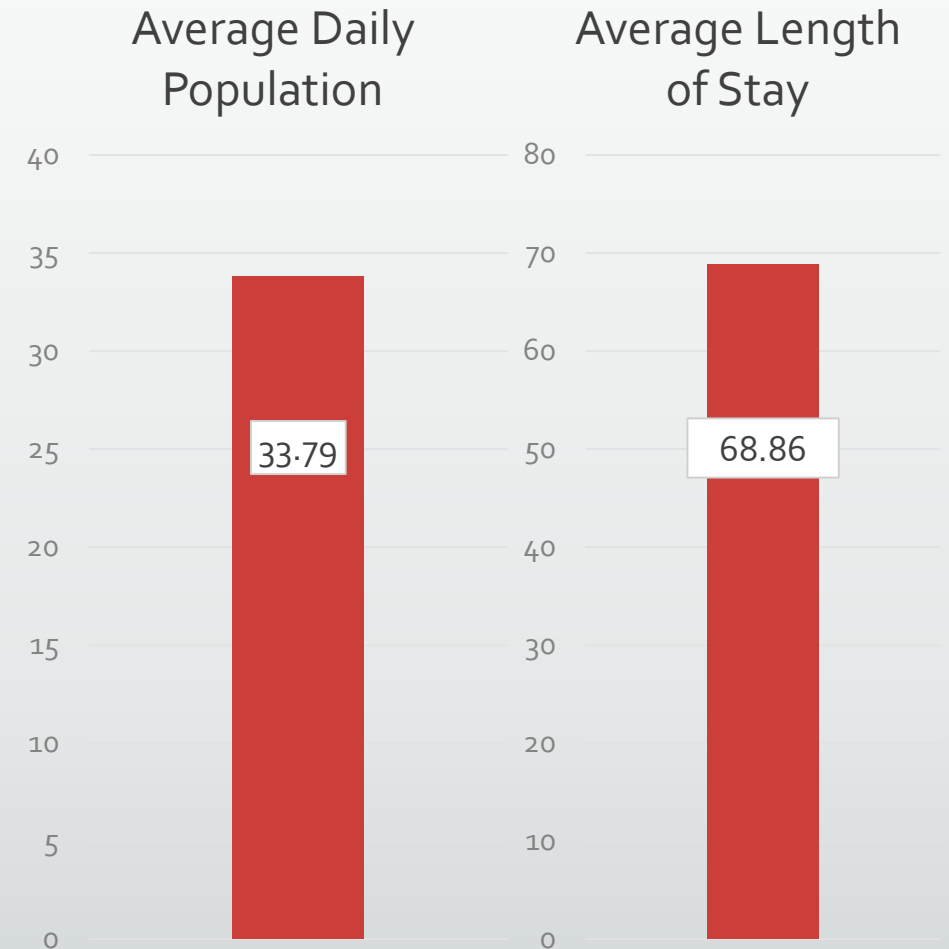
Total Days: 13221

PreTrial Electronic Monitoring



■ Electronic Monitoring ■ No Electronic Monitoring

Electronic Monitoring	192
No Electronic Monitoring	191

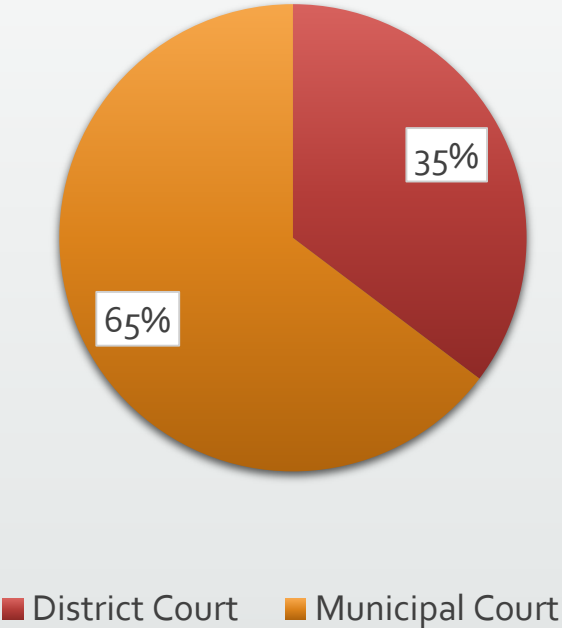


2018 House Arrest Information Overview

Total House Arrest Clients: 204

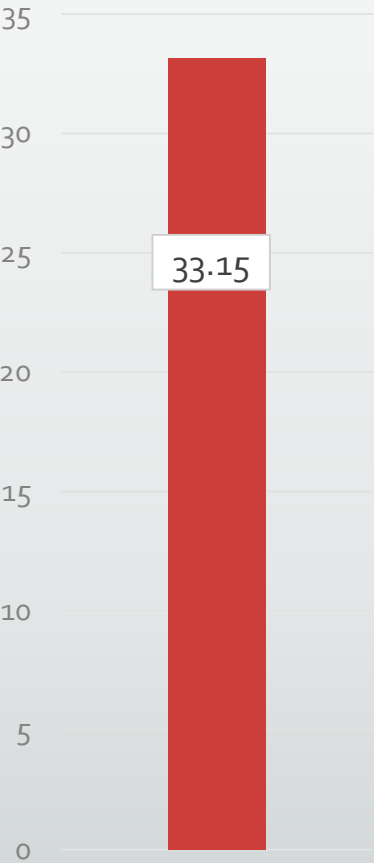
Total Days on House Arrest: 12102

Court Case Origins

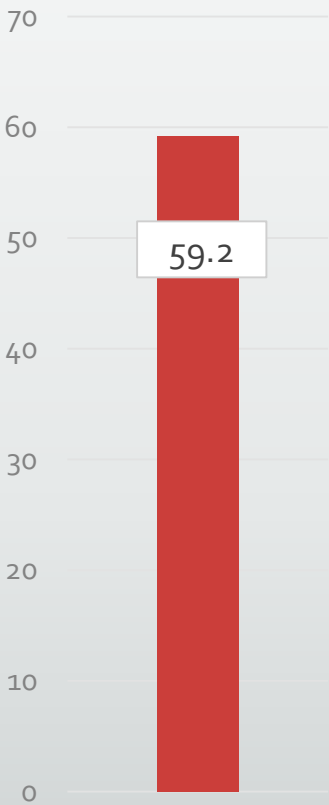


District Court	72
Municipal Court	132

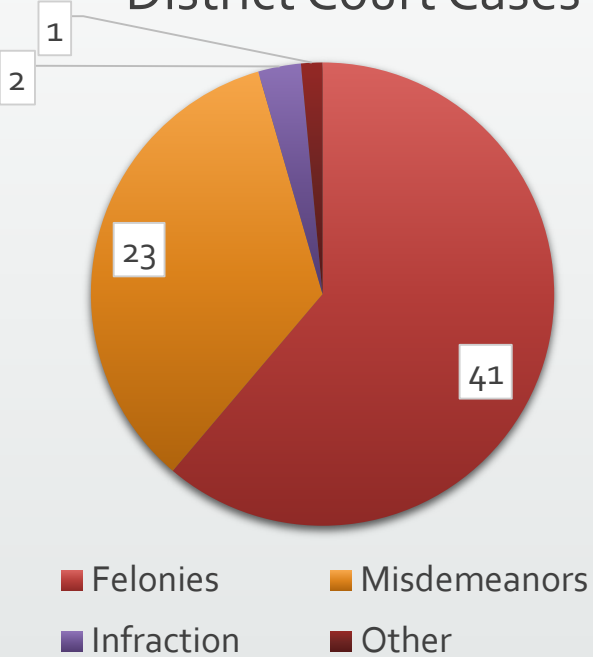
Average Daily Population



Average Length of Supervision



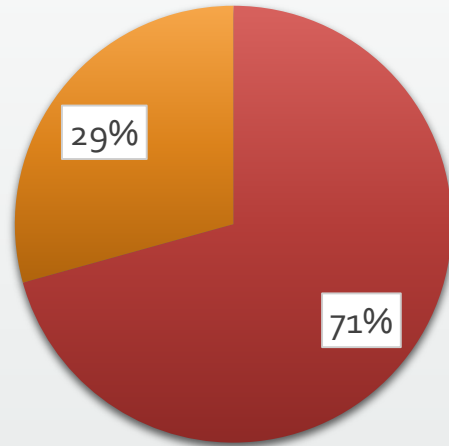
District Court Cases



Felonies	41
Misdemeanors	23
Infraction	2
Other	1

2018 Demographics for House Arrest Clients

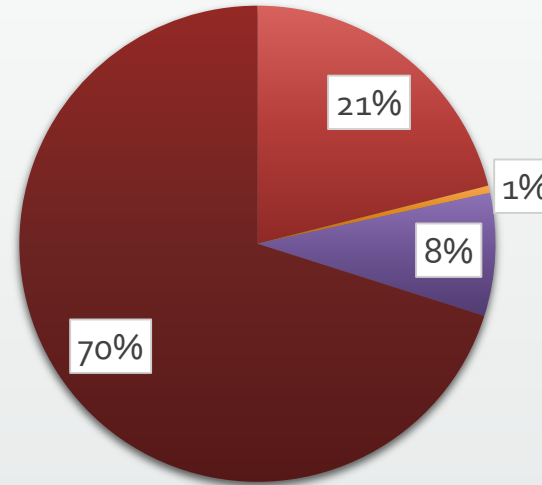
Gender



Male Female

Male	123
Female	81

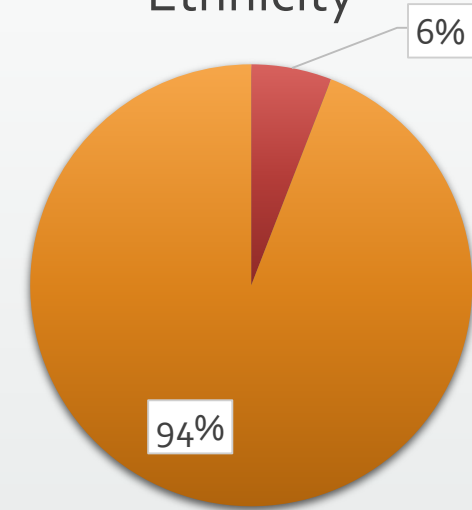
Race



African American
Asian
Native American

African American	43
Asian	1
Native American	17
White	143

Ethnicity



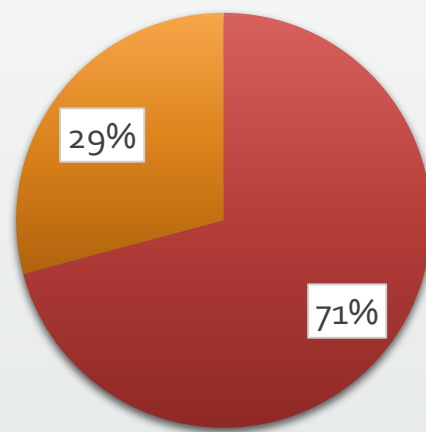
Hispanic Non-Hispanic

Hispanic	12
Non-Hispanic	192

House Arrest District Court Statistics

72 Clients were assigned to House Arrest from District Court

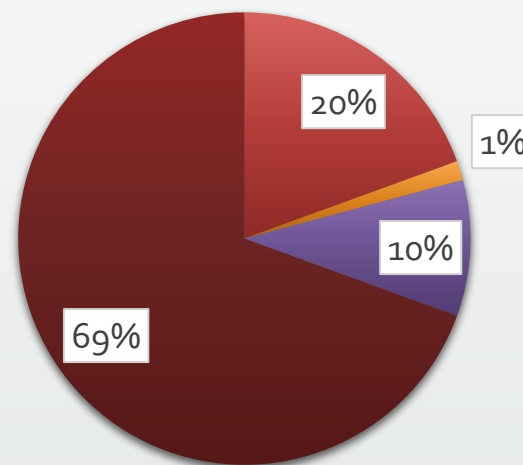
Gender



Male Female

Male	51
Female	21

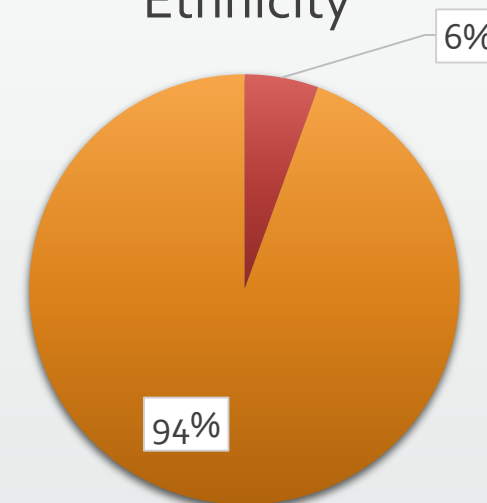
Race



African American
Asian

African American	14
Asian	1
Native American	7
White	50

Ethnicity



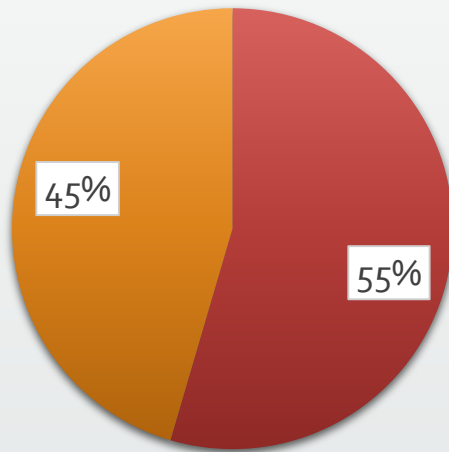
Hispanic Non-Hispanic

Hispanic	4
Non-Hispanic	68

2018 House Arrest Municipal Court Statistics

132 Clients were assigned to House Arrest from Municipal Court

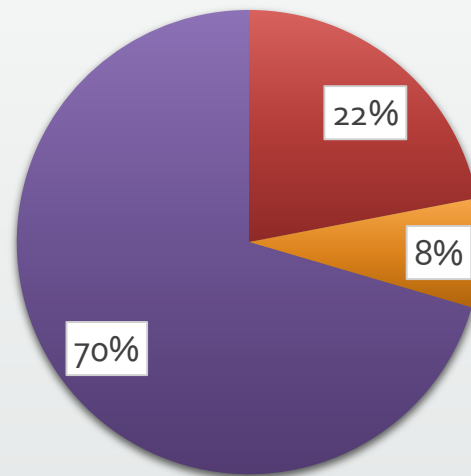
Gender



Male Female

Male	72
Female	60

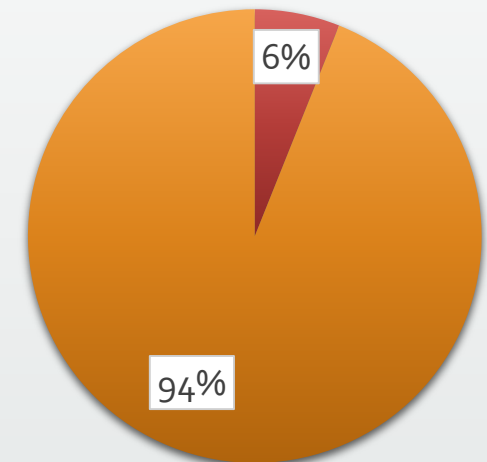
Race



African American Native American White

African American	29
Native American	10
White	93

Ethnicity



Hispanic Non-Hispanic

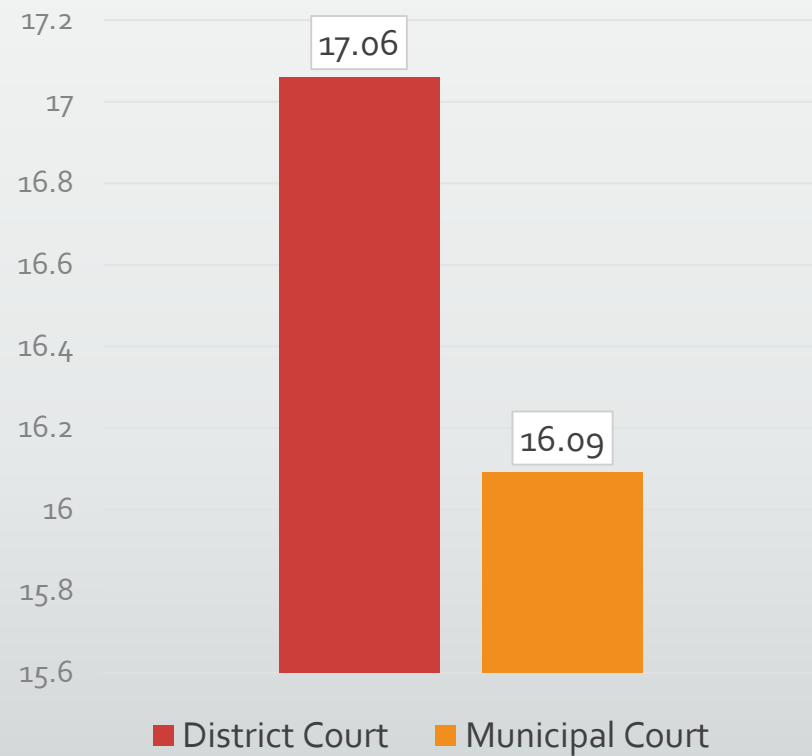
Hispanic	8
Non-Hispanic	124

House Arrest District Court and Municipal Court Average Daily Populations and Average Lengths of Supervision

Clients: 72

Days District: 6228

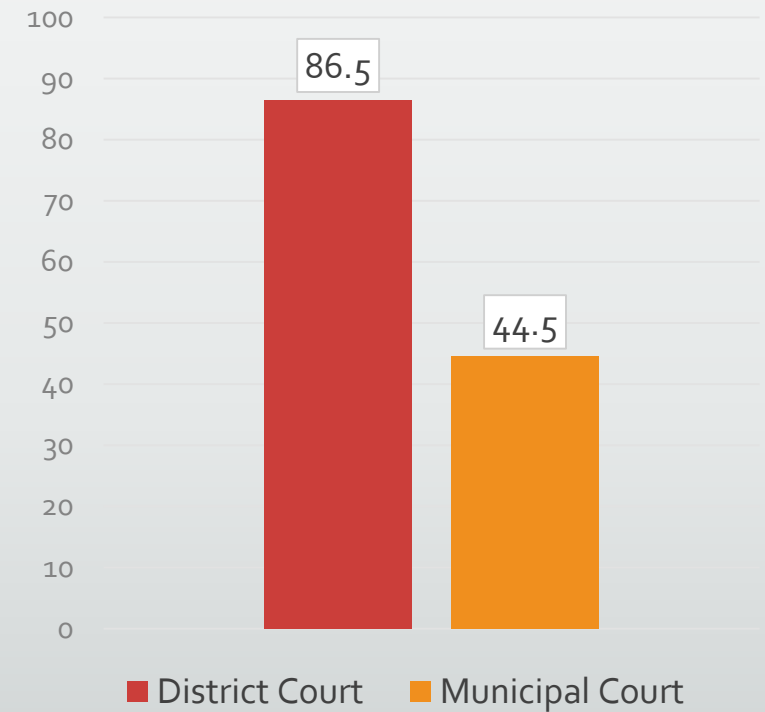
Average Daily Population



Clients: 132

Days Municipal: 5874

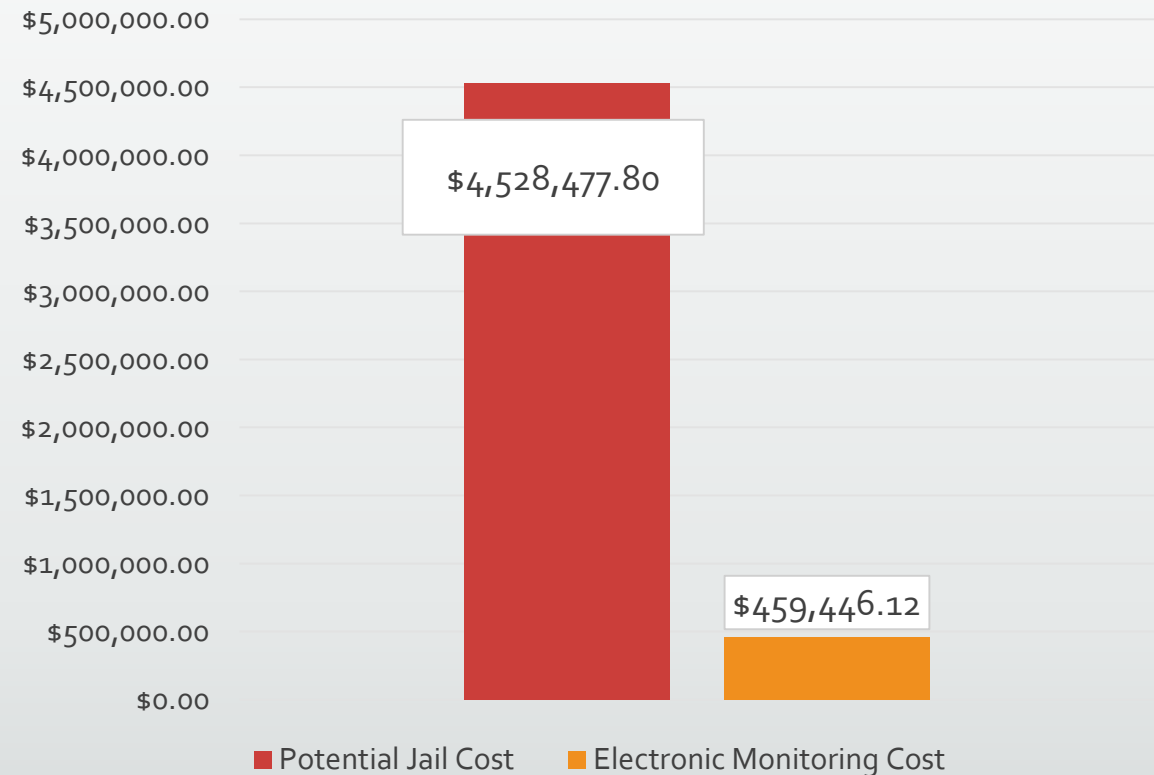
Average Length of Supervision



2018 Potential Jail Rate vs Electronic Monitoring and Program Costs

This cost summary is based on the monthly cost of Operations \$20,299.07 each month, along with the Electronic monitoring cost for each person in the program during 2018.

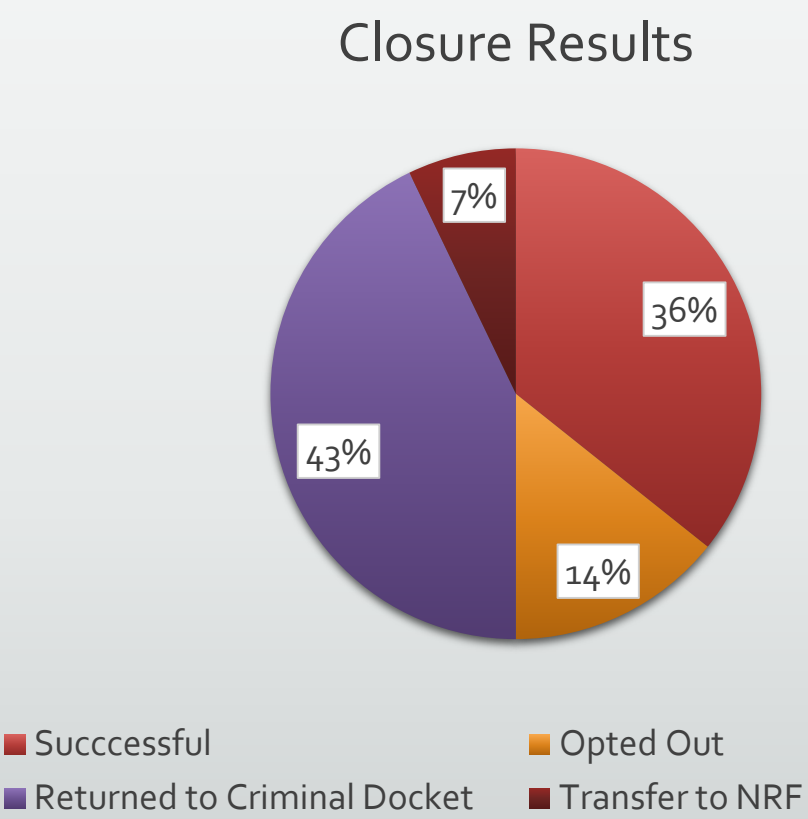
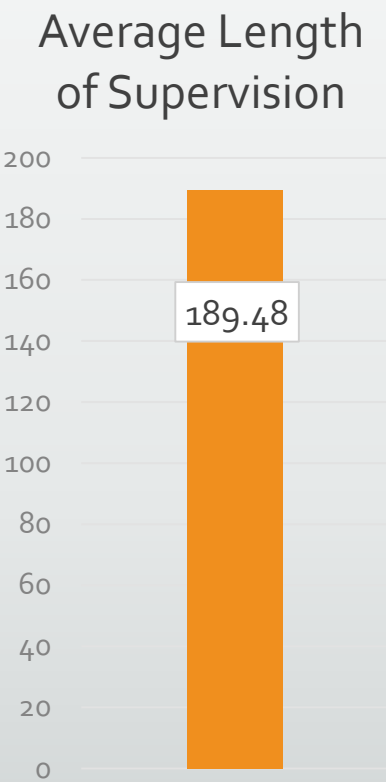
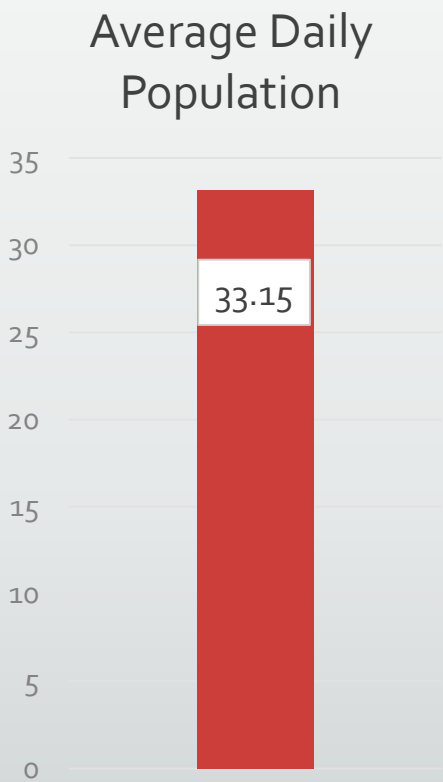
The potential Jail rate is determined by using the daily rate of \$86.39 per person (City of Lawrence rate) x days on Electronic Monitoring.



2018 Behavior Health Court Statistics

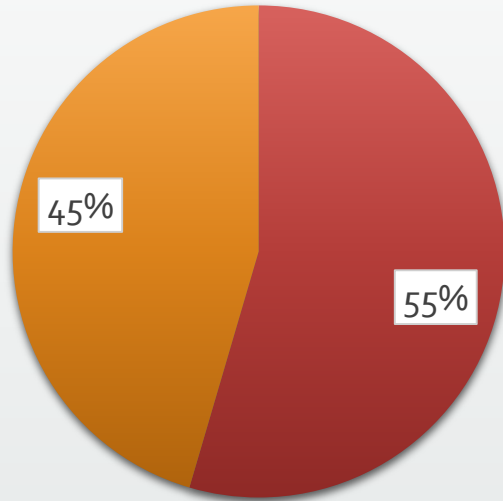
Total Clients: 33
Carry Overs from 2017: 11
New Clients in 2018: 22
Closed Clients in 2018: 14
Days Total: 6253

5 Participants successfully graduated the program
2 Opted Out
1 Transfer to Nursing Residential Facility
6 Return to Criminal Docket



BHC Demographics

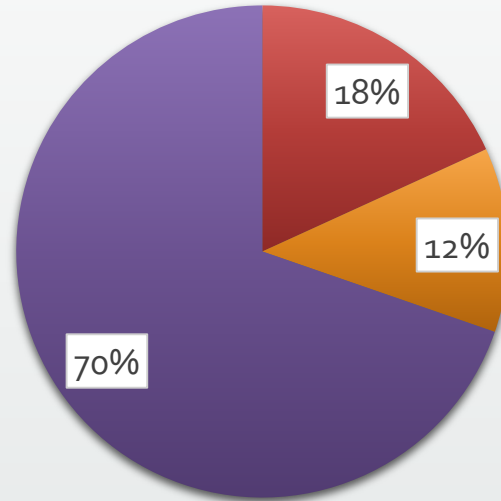
Gender



■ Male ■ Female

Male	18
Female	15

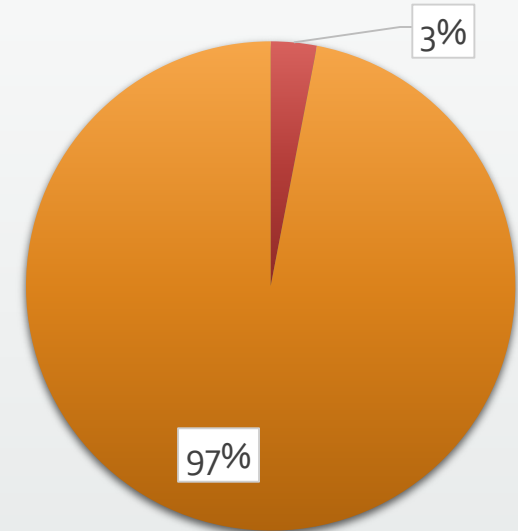
Race



■ African American ■ Native American ■ White

African American	6
Native American	4
White	23

Ethnicity



■ Hispanic ■ Non-Hispanic

Hispanic	1
Non-Hispanic	32



Drug Court

Alternatives to Incarceration/Specialty Courts

Mission

A Drug Court Program seeks to reduce recidivism of people with substance use disorder who are involved in the criminal justice system by offering community treatment services with a therapeutic court setting that provides the opportunity to develop a structured, law abiding and substance free lifestyle while enhancing public safety

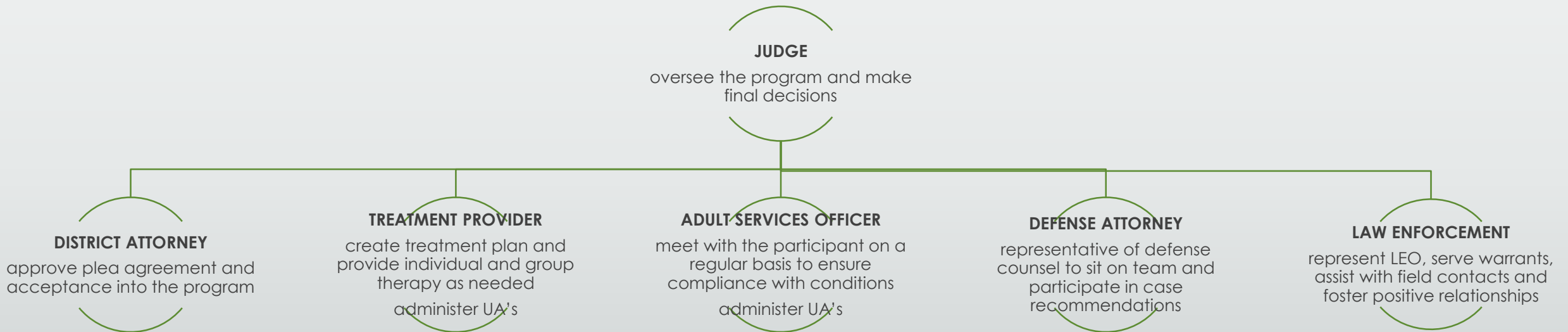


What is a Drug Court

A specialized treatment program that targets criminal offenders with a substance use disorder and offers an alternative to incarceration by creating an individualized treatment plan that is intensive and therapeutic

Participant progress is monitored by a treatment support team including the following members: Judge, District Attorney, Substance Use Counselor/Treatment Provider, Adult Services Officer, Defense Counsel Representative and Local Law Enforcement

The support team meets on a regular basis to discuss the client status and any recommendations for the imposition of incentives or sanctions. Clients attend Court on a regular basis to report progress and be accountable for behavior



Why a Drug Court in Douglas County

- 20.2 million American adults (about 1 in 10) have a substance use disorder and 65% of all US inmates have a substance use disorder (National Association of Drug Court Professionals, www.nadcp.org)
- In 2017, there were 211 felony drug possession cases charged in Douglas County District Court
- In 2018, there were 306 bookings to the Douglas County Jail for drug related charges, 161 of those bookings were for felony drug possession charges
- In 2018, 21% of Douglas County Pretrial Release clients were unsuccessful due to substance use and other technical violations
- Cost Effective: for every \$1 invested towards a drug court yields more than \$2-4 in return, which equates to an economic savings of \$3,000 – 22,000 per participant (National Drug Court Institute, National Report on Drug Courts and Other Problem-Solving Courts in the United States, June 2016)
- Key stakeholders have expressed support and interest in the creation of a treatment program in Douglas County, including District Court Judge, B. Kay Huff; District Attorney, Charles Branson; and DCCCA Behavioral Health Director, Sandra Dixon

How Many Drug Courts are in Kansas

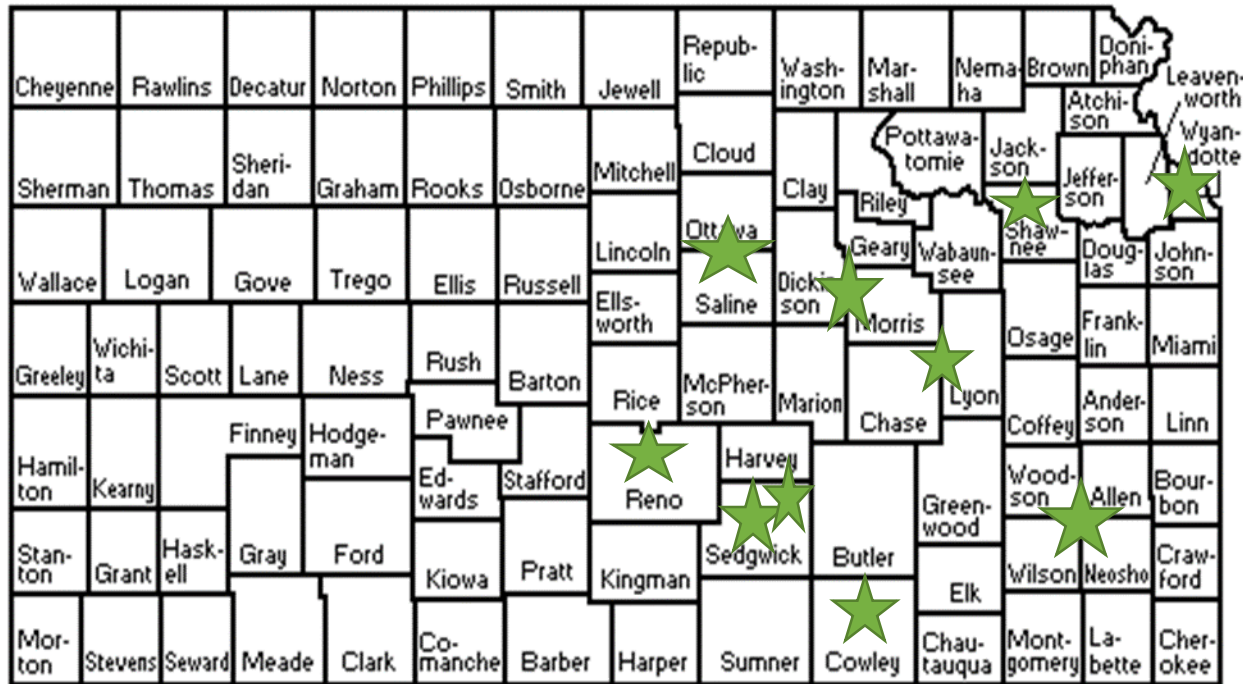
- **10 Adult Drug Courts**

- 19th Judicial District
- 31st Judicial District
- 3rd Judicial District
- 5th Judicial District
- 8th Judicial District
- 18th Judicial District
- 27th Judicial District
- 28th Judicial District
- 29th Judicial District
- Wichita Municipal

- **2 Healing to Wellness Courts**

- **2 Juvenile Drug Courts**

- 1 Veteran Treatment Court



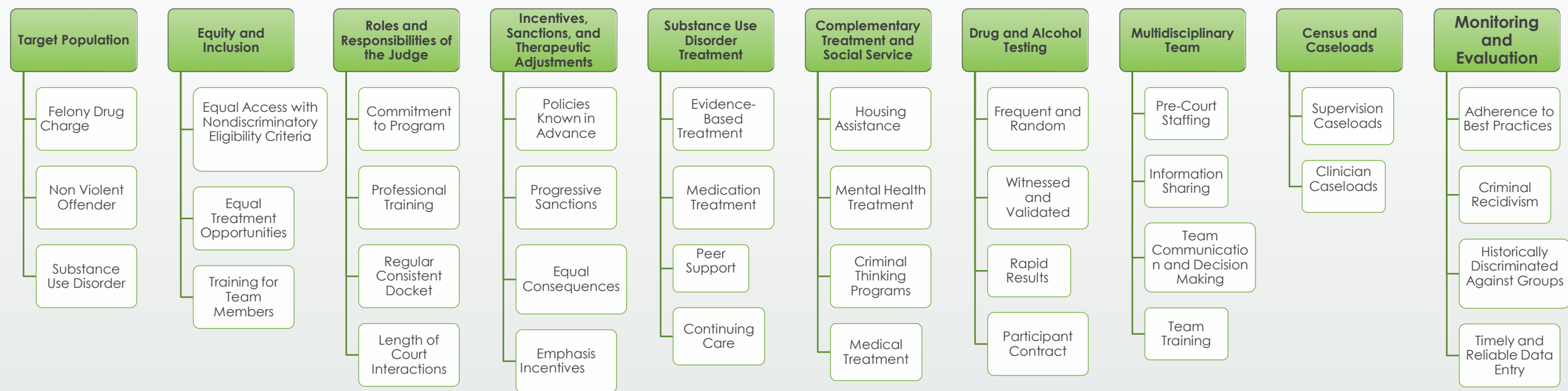
Benefits

- Hold those with substance use disorder accountable to the Court, Community and themselves, while promoting and enhancing public safety
- Provide those who have a substance use disorder the tools to maintain a substance free lifestyle
 - Graduation rates in drug courts were approximately two-thirds higher than completion rates for probation, and were more than twice those of comparable programs for probationers with severe substance use disorders¹
- Reduce long term criminal justice costs
 - Sending someone to a drug court instead of state prison can save up to \$13,000 per participant²
- Provide an alternative to incarceration and reduce jail population
 - Currently the Douglas County Jail is overpopulated and housing an average of 15 inmates out of county weekly
- Reduce recidivism rates of drug court graduates
 - 75% of drug court graduates remain arrest free at least two years after completing the program²
- Offer diversion and charge dismissal upon successful completion, therefore reducing client criminal history and obstacles of future employment, housing, and schooling opportunities for drug court graduates
 - Approximately one-third (32%) of adult drug courts in 2014 diverted graduates from receiving a criminal record on a pre-plea or post-plea basis, just over one-quarter (27%) handled cases as a condition of sentencing, and 41% combined diversion and post-sentencing cases¹

¹(National Drug Court Institute, A National Report on Drug Courts and Other Problem-Solving Courts in the United States, June 2016)

²(National Association of Drug Court Professionals)

Drug Court Best Practices



Drug Court Best Practices is the Framework for the Development of the Douglas County Drug Court Program

Douglas County Drug Court Concept

- Douglas County Drug Court would be a 16 month program divided into four phases.
- Each phase has specific goals and objectives to complete, and each phase must be successfully completed prior to transitioning to the next. Phase intensity decreases as the participant advances. All phases must be completed prior to graduating the program.
- At the beginning of the program, an individual treatment plan would be developed with participants. The participant would work towards completing the plan during each phase and throughout the duration of the program.
- Participants would meet as directed with the adult services officer for accountability and to report progress. Participants would submit to frequent, random UA's as directed.
- Drug court is an incentive based program, so participants are rewarded for positive behavior. In order to be effective, rewards and sanctions must be issued swiftly and immediately. To encourage positive behavior and celebrate hard work, there is a monthly drawing for a prize basket. To increase the odds of winning, participants earn tickets throughout the month to submit in the drawing.
- Community support is essential to sobriety, so peer support is offered to participants for encouragement and fellowship.
- Sober living and transportation assistance is offered to those participants who are in need.
- Changing the criminal thought process is important to long term success, which is why completion of a evidence based cognitive skills class will be required to graduate.

Arrest



Drug Court Eligibility Screen

Case Process

Eligible



Ineligible



Drug Court Plea Entry



Does Not Accept Plea Deal



Traditional Criminal Prosecution



Plea Entered
Sentencing Deferred and Enters Drug Court Program
Program Involves:

- Regular Court Appearances
- Probation Supervision
- Random Drug Testing
- Treatment Services
- Other Services as Needed



Unsuccessful Completion



Traditional Criminal Sanctions and Sentencing



Successful Completion
Plea Waived and/or Charge Dismissed



- Charges Removed
- Support System Created and Skills Developed to Continue Substance Free Lifestyle
- Family Bonds Strengthened
- Reduced Incarceration



Specialty Courts Models of Delivery

Glossary

- **Assertive Community Treatment (ACT):** is a clinical model that includes a multidisciplinary team made up of a mix of disciplines, including psychiatry, nursing, addiction counseling, and vocational rehabilitation; a shared caseload among team members; direct service provision by team members; a high frequency of consumer contact.
- **Forensic Assertive Community Treatment (FACT)** is an adaptation of the assertive community treatment model that bridges the gap between mental health and criminal justice services through collaboration with criminal justice agencies.

ACT: key principles

- Multidisciplinary staff
- Integrated services
- Team approach
- Low consumer-staff ratios
- Locus of contact in community
- Medication management
- Focus on everyday problems in living
- Rapid access (24-7)
- Assertive outreach
- Individualized services
- Time unlimited services

Next Steps

- Provide CJCC with information about ACT, FACT, and AOT delivery models.
- Create a subcommittee of interested CJCC members to research models of delivery for specialty courts in Douglas County.
- Specifically:
 - Defining the target populations
 - Managing the team
 - Managing dockets

?

Together We Can

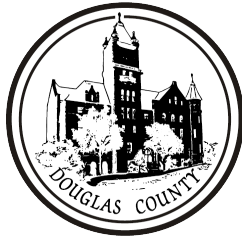
Reduce the Jail Population

Stop the Revolving Door

Decrease Long Term Costs

Enhance Community Ties

Change Lives



Office of the County Commission

P R O C L A M A T I O N
SEXUAL ASSAULT AWARENESS MONTH
APRIL 2019

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual trauma and abuse is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives and that two out of three sexual assaults are never reported to police; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, the theme of this year's Sexual Assault Awareness Month campaign is "I Ask for Consent" The campaign champions the power of asking for consent — whether it be asking to hold someone's hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, and assault. The goal of the campaign is to empower everyone to put consent into practice. "I Ask for Consent" is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions.

WHEREAS, we join advocates and communities across the country in taking action to prevent sexual trauma & abuse. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim the month April 2019 as "**Sexual Assault Awareness Month**" in Douglas County, and join advocates and communities across the country in taking action to prevent sexual trauma and abuse. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

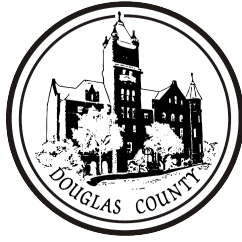
ADOPTED this 3rd day of April, 2019.

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

Michelle Derusseau, Chairman

Patrick Kelly, Vice Chair

Nancy Thellman, Member



Office of the County Commission

P R O C L A M A T I O N
CHILD ABUSE PREVENTION MONTH
APRIL 2019

WHEREAS, children are key to the county's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, child abuse and neglect can be prevented by supporting and strengthening families in Douglas County, Kansas, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

WHEREAS, by providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that the county's children will grow to their full potential as the next generation of leaders, helping to secure the future of this county, state and nation.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim April 2019 as "Child Abuse Prevention Month."

ADOPTED this 3rd day of April, 2019

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

Michelle Derusseau, Chairman

Patrick Kelly, Vice Chair

Nancy Thellman



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Interim County Administrator

SUBJECT: Lease agreement for 1006 New Hampshire

DATE: March 27, 2019

Per your direction on March 20th, 2019, I began negotiations to lease the vacant commercial property at 1006 New Hampshire. As you are aware, the City of Lawrence vacated the 6,800 square feet of office space which they previously used for Municipal Court, administrative staff, the City Prosecutor, and Office of Human Relations.

I worked with staff and Allison Vance Moore, Senior Vice President for Colliers International commercial real estate who represents the building owner, Berkeley Plaza, Inc., to negotiate a lease agreement. A lease was drafted and then sent to the County Attorney for a legal review. Please see the attached lease agreement.

The lease represents a rental rate of \$10,766.66 per month, gross square feet, with a 3-year term that would commence June 1, 2019. It also notes the specific improvements that will be made to the space prior to Douglas County taking occupancy. For your reference, at the time that City of Lawrence vacated the property they were paying a monthly lease rate of \$11,571.16.

As you know the 2017 Space Needs Study listed a host of immediate needs. If approved to move forward with the lease, we will continue conversations regarding appropriate staff to occupy the building.

The terms and conditions of the lease have been reviewed and deemed satisfactory. I am seeking your authorization to execute the lease agreement with Berkeley Plaza, Inc. for a three year term beginning June 1st, 2019 at a rental rate of \$10,766.66 per month to include the improvements to the property as noted in the lease document.

Recommended Motion: Authorize the Interim County Administrator to execute a lease agreement on behalf of Douglas County Government with Berkeley Plaza, Inc. as represented by agent Allison Vance Moore to lease the 6800 square foot commercial property at 1006 New Hampshire Street.

LEASE

THIS LEASE, made and entered into this ____ day of _____, 2019, between **Berkeley Plaza, Inc.**, hereinafter referred to as Landlord, and **Douglas County Government**, hereinafter referred to as Tenant.

IN CONSIDERATION OF THE MUTUAL COVENANTS and agreements contained herein, the parties agree as follows:

1. **DEMISE & DESCRIPTION.** Landlord does hereby agree to let and lease unto Tenant the following described premises in the City of Lawrence, Douglas County, Kansas: 1006 New Hampshire Street, containing approximately 6,800 square feet.
2. **TERM OF LEASE.** The term of this lease shall be for three (3) years, to commence June 1, 2019, and terminate thirty-six (36) months following or on May 31, 2022. Landlord shall give possession immediately following lease execution. Tenant shall make no other claim against Landlord for any delay.
3. **RENT.** Beginning on June 1, 2016, Tenant shall pay the Gross Rent of \$10,766.66, (which is comprised of a Base Rent of \$8,385 plus Additional Rents of \$2,381.66 for Taxes, Insurance, and Maintenance), and pay \$10,766.66 per month for each of the remaining 35 months of the initial term of this lease. Thus a total of Three Hundred Eighty-Seven thousand Five hundred Ninety-Nine and 76/100 (\$387,599.76) as gross rent, payable by Tenant in monthly installments over the three year term. Rent shall be paid on or before the first day of each month, at such place designated by Landlord. Utilities are not included in this Gross Rent, and will be billed to Tenant additionally and separately from the Rent.
4. **ADDITIONAL RENT.** Tenant shall pay to Landlord on a monthly basis, beginning June 1, 2019, and during the remaining 35-month term of the Lease and commencing with the payment of the Tenant's base rent as herein provided, the sum of Two Thousand Three Hundred Eighty-One dollars and 66/100 (\$2,381.66) per month for the estimated real estate taxes, building insurance premium, common area maintenance, and grounds maintenance. This amount is based upon the Tenant's use and occupancy of fifty point twenty-five (50.25%) of the building at 1006 New Hampshire Street. This additional rent will be adjusted annually in December based upon the previous year's actual costs for said taxes, insurance and services. Any adjustment shall be paid/refunded by January 31st of the year following the period for which the payments apply.
5. **SECURITY DEPOSIT.** Tenant has paid to Landlord a security deposit in the sum of Ten Thousand Seven Hundred Sixty-Six Dollars and 66/100 (\$10,766.66) which sum shall be in addition to the payment for the first month's rent, as security for the full and faithful performance by Tenant of each term, provision, covenant, and condition of this lease. In the event that Tenant defaults in respect to any of the terms, provisions, covenants, and conditions of this lease, including but not limited to payment of rent, Landlord may use, apply, or retain the whole or any part of the security deposit for the payment of any rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damage or deficiency in the reletting of the leased premises. If any portion of the security deposit is used or applied by Landlord for reasonable cause in accordance with this paragraph, Tenant shall, within five (5) days after written demand by Landlord, deposit cash with Landlord in amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a default under this lease. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this lease, the security deposit or any balance remaining shall be returned to Tenant

upon the termination of the lease and after the removal of Tenant and the surrender of possession of the leased premises to Landlord. Tenant shall not be entitled to any interest on the security deposit.

6. **USE OF LEASED PREMISES.** The leased premises shall be used by Tenant for a professional office and related uses, and for no other purpose without the written consent of Landlord, which shall not be withheld unreasonably, and Tenant shall obtain, at its own expense, any and all licenses and permits necessary for the operation of said business upon the premises.
7. **ACCESS TO PARKING.** The tenant shall have the use of six (6) parking spaces behind the building, and the Tenant and invitees shall have access to the public metered street parking in front of the leased premises, and to the public parking garage located at 931 New Hampshire Street, Lawrence, Kansas.
8. **INCREASE IN TAXES.** In the event that the real estate taxes, both general and special, payable with respect to the leased premises during any lease year shall be greater than the amount of such taxes due and payable during the calendar year of 2018, whether by reason of an increase in tax rate or an increase in the assessed valuation or otherwise, Tenant shall pay to Landlord the full amount of such increase as additional rent within thirty days (30) after notice. Should Tenant occupy less than the whole of the property against which such taxes are assessed, Tenant's obligation under this paragraph shall be limited to a pro rata portion (50.25%) of such increased tax based on the area of the leased premises to the total rentable space in the property so assessed and of which the premises are a part.

9. **MAINTENANCE & ALTERATIONS.** Landlord and Tenant agree to the following at Landlord's expense:

Landlord, at its expense shall make all repairs and replacements, structural or otherwise, necessary or desirable, in order to keep in good order and repair the exterior of the Premises and the building, including the sidewalks and curbs in front and adjacent thereto which are on Landlord's property and the public halls, stairways, elevators and public portions thereof, and shall make all structural repairs to the interior of the Premises and all repairs of any kind, to the electrical, plumbing, and heating, ventilating and air conditioning systems servicing the Building or the Premises, and to other fixtures and the pipes ducts, conduits, wiring and other equipment and facilities for the general supply of water, heat, gas and electricity, except as hereinafter provided. All such repairs or replacements by Landlord shall be of first-class quality and done in a good and workmanlike manner. Landlord agrees to maintain and repair the roof, exterior walls, foundation, and structural parts of the building located on the leased premises, in as good condition as they shall be on the commencement of this lease, reasonable wear and tear excepted.

Tenant agrees that it will keep and maintain in good working order, condition and repair the leased premises and every part thereof, including without limitation the front, exterior and interior portions of all doors, windows and plate glass surrounding the leased premises, all plumbing and sewage facilities within the leased premises, the fixtures and interior walls, floors, ceilings, signs and all interior building appliances and similar equipment, including heating and air conditioning equipment provided, however, that in the event the heating unit or air conditioning units require repair or maintenance, said repairs and maintenance shall be managed by Landlord. All glass and glass windows in the demised premises shall be maintained and repaired at Tenant's cost. Tenant further agrees that the leased premises shall be kept in a safe, clean and sanitary condition in accordance with the laws of the State of Kansas and the ordinances of the City of Lawrence and Douglas County, Kansas. Tenant further agrees to comply with all directions, rules and regulations of the health officers, fire marshal, building inspector, and other proper officials of any government agencies having jurisdiction. Should Tenant neglect to reasonably keep and maintain the leased premises in the manner set forth above, and Tenant fails to cure same after thirty (30) days written

notice to Tenant from Landlord, then Landlord shall have the right, but not the obligation, to have the work done, and any reasonable cost thereof shall be charged to Tenant as additional rent and payable by Tenant. At the expiration or termination of this lease, Tenant shall return the leased premises in the same condition following Tenant's interior modifications as approved at Lease Commencement by Landlord, usual wear and tear excepted. Landlord shall not be liable to Tenant or any person for any damage resulting by or from water, steam or gas leakage, plumbing, electricity or electrical apparatus. It is further agreed that the Tenant shall not make any structural changes to said leased premises, except as being done in preparation for possession, without having first obtained, in writing, the consent of the Landlord, which shall not be unreasonably withheld. In the event that emergency repairs are required within the Demised Premises, and Landlord is unreachable, unable or unwilling to make the repair, and failure to make such repair will materially damage or pose a threat to Tenant's Premises, property, leasehold improvements, personnel, or visitors, Tenant at its option may make or cause to be made, such repairs, and may deduct the cost of such repairs from the rent. Nothing in this paragraph shall be construed to place any responsibility upon Tenant to make such repairs, and failure on the part of Tenant to make such repairs, shall not cause Tenant to be liable for any damage that may occur, when such repairs are the responsibility of the Landlord. In the event that repairs are required, but such repairs would not be considered an emergency by a reasonable person, Landlord will have fourteen (14) days to make such repairs. In the event that Landlord fails to make said repairs, Tenant may make, or cause to be made, said repairs, and the provisions of the paragraphs above shall apply. Rent shall be abated for any day(s) beyond the fifth (5th) day that Landlord has failed to repair problems of a nature which render the Premises unsuitable for use as defined above. Such repairs include, but are not limited to, repairing the HVAC system, repairing leaks into the Premises, and repairing dangerous or unusable electrical wiring conditions.

10. **MECHANIC'S LIENS.** Tenant shall not permit any liens to stand against the premises for any labor or materials furnished to Tenant in connection with any permissible work performed thereon. Tenant shall not be the agent of Landlord with respect to any such liens, and no such liens shall attach to or affect the interest of Landlord. Tenant shall have the right at any time and at its own expense to instigate, defend, bond, contest, and/or appeal, on its behalf or Landlord's, any action involving in any way lien or liens placed upon, or in any other way affecting the demised Premises, its contents or any part thereof.
11. **DAMAGE TO PROPERTY OF TENANT.** Landlord shall not be liable to Tenant for any damage to property of Tenant contained in the premises caused by reason of any defects in the roof, exterior walls, foundation or structural parts of the building, provided Landlord shall repair such defects within a reasonable time after having been given written notice thereof by Tenant.
12. **UTILITIES.** Upon delivery, Tenant shall separately meter Utilities, excluding water/sewer/waste which shall be in the Landlord's name, in its name and shall be responsible directly to the respective utility companies for the payment of said utilities to the premises. Landlord may interrupt or suspend the supply of all utilities to the premises in order to make any necessary repair or alteration to the premises. Landlord shall make such repair or alteration with reasonable diligence, and provided further that such repair or alteration shall not unreasonably interfere with Tenant's business conducted in the premises, unless such interruption continues longer than two days and is within the control of the Landlord, then the rent shall abate until the problem is fixed and utilities are restored. When possible, Landlord will give notice of the interruption or suspension of utility services. Landlord will pay the water.
13. **SIGNS.** Tenant will be allowed to place Tenant's name on the door or wall outside of Tenant's suite entrance, at Tenant's cost. Landlord shall also allow Tenant to place Tenant's business name on the

west facing façade of the Building to the north of the west entrance to the Property, at Tenant's expense. All signage shall be subject to city approval. Tenant agrees to properly maintain its signage including, but not limited to: cleaning; keeping neon, fluorescent or other illumination method in working order; and replacement of damaged sign fixtures or faces.

14. **INSURANCE.** Landlord shall, at its cost, insure the premises against loss by fire with extended coverage, in an amount or amounts to be determined by Landlord, in its sole judgment, as adequate. Tenant shall not permit the leased premises to be operated or used in such a manner as would render Landlord's insurance void or cause a cancellation thereof. Tenant shall keep in force, at its cost, during the term of this lease and during any other time the Tenant occupies the leased premises or any part thereof, public liability insurance with respect to the leased premises, in companies and in form acceptable to Landlord, with minimum limits of Two Million Dollars (\$2,000,000.00) for personal injuries or death as a result of any one occurrence or disaster, and property damage insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00). Tenant shall furnish Landlord with a certificate of insurance declaring that the insurer will not cancel the same in whole or in part without ten (10) days advance written notice to Landlord. If during the term of the lease higher limits of insurance than those above mentioned shall be required by Landlord's insurance company due to Tenant's use of the premises, then upon request by the Landlord, the Tenant will procure such insurance with such higher limits.
15. **DAMAGE TO OR DESTRUCTION OF LEASED PREMISES.** If the leased premises should be damaged or destroyed during the term of this lease by fire or other casualty, Landlord shall, subject to the time that elapses due to adjustment of insurance, diligently repair and/or restore the same at substantially the condition it was in immediately prior to such damage or destruction, except as in this paragraph provided. Landlord shall not be required to replace or restore any trade fixtures, signs, personal property, or other installations theretofore installed by the Tenant. Rent, and Additional Rent, payable under this lease shall be abated proportionately according to the floor area of the leased premises which is usable by Tenant, but if such damage was caused by the fault of Tenant, there shall be no abatement of rent. Such abatement shall continue for the period commencing with such damage or destruction and ending with the completion by the Landlord of such work or repair or reconstruction as Landlord is obligated to do. Notwithstanding the foregoing, in the event of any such casualty causes damages to extent that the premises are untenable and the repair or restoration of the premises is not economically feasible, and Landlord elects not to rebuild, the Landlord and the Tenant shall have the option to terminate this lease by giving written notice thereof to the other within thirty (30) days after the happening of such casualty, and thereupon this lease shall be deemed to have terminated as of the date of the damage or destruction, and the Tenant shall immediately quit and surrender the leased premises to the Landlord.
16. **TENANT TO HOLD LANDLORD HARMLESS.** The Tenant hereby covenants and agrees to indemnify, protect and save harmless the Landlord and assigns of and from any and all claims, demands and liabilities for any loss, damage, injury or other casualty to property owned, or in the possession of other than the Tenant, and to persons, whether third persons or employees of the Tenant, caused by, or growing out of, or having connection with, Tenant's conduct of its business or use and occupancy of the leased premises, improvements or equipment located thereon, due to the negligence or misconduct of the Tenant, its agents, servants or employees, or of any other person or persons entering upon the leased premises, under the express or implied invitation of the Tenant, or where such injuries are the result of the violation of laws or ordinances or governmental orders of any kind.
Notwithstanding anything to the contrary contained in this Lease, any obligation of Tenant to indemnify Landlord under this Lease shall be deemed met if Tenant's insurance carriers defend Landlord, its agents and employees by insurance carrier's attorneys without charge and pay any

resulting judgment against Landlord arising out of the events specified in the Lease. Landlord acknowledges that nothing contained in the Lease shall create, impose, or constitute any liability on the part of Tenant with respect to any casualty or occurrence due to the wrongful acts, omissions or negligence of Landlord, its agents, servants, contractors, invitees or employees, or with respect to any casualty or occurrence for which Landlord shall be covered by insurance. Landlord further represents that insurance cost shall not increase as a result of Tenant's contemplated uses, as set forth in the Lease, and as such, Landlord shall not pass on any increased costs to Tenant. However, in the event Tenant's use of the leased premises changes causing an increase in insurance costs, Tenant shall pay the increased costs.

Landlord and Tenant shall indemnify and save harmless each other of and from all fines, suits, demands, losses and actions (including reasonable attorneys' fees) for any injury to person or damage to or loss of property on or about the Leased Premises caused in whole or in part by the negligence or misconduct of, or breach of the Lease by Landlord or Tenant, its agents, employees or by any other person entering the Project and/or Demised Premises under express or implied invitation of Landlord or Tenant.

17. **SUBLETTING & ASSIGNMENT.** The Tenant shall not assign this lease, not sublet the premises or any portion thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld.
18. **CONDITION OF PREMISES UPON OCCUPANCY.** Tenant agrees to accept the leased premises, and the taking of possession of the leased premises by the Tenant shall be deemed an acceptance of the condition thereof by the Tenant.
19. **DEFAULT.** If default shall be made by the Tenant in the payment of rent, or any part thereof, or in the performance of the agreements, on its part required to be fulfilled and performed, or in the event the Tenant shall abandon or vacate the leased premises without the consent of the Landlord, and such default is not cured within ten (10) days after the Tenant has received written notice of default in payment of rent or, in the event of non-performance of any of its other obligations under this lease Tenant shall have failed to commence remedy of the default specified in Landlord's notice within thirty (30) days of receipt of such notice, and thereafter completed such remedy with due diligence. The Landlord, at its option, shall have the right to deem the Tenant in default, and Landlord, shall have the right, at its option, to enter the leased premises, or any part thereof, either with or without process of law, and to remove the Tenant and all other persons therefrom together with all personal property found therein, and shall have the option of terminating this lease; or the Landlord may, from time to time, without terminating this lease, relet the leased premises or any part thereof for such term or terms, although extended beyond the term of this lease and at such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable, with the right to repair, renovate, remodel redecorate, alter and change the leased premise. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent due hereunder; second, to the payment of any cost and expenses of such reletting, including but not limited to, attorneys' fees, advertising fees and brokerage fees, and to the payment of any repairs in the leased premises caused by Tenant's failure to maintain the leased premises in accordance with this Lease; third, to the payment of rent due and payable hereunder, and, if after so applying said rentals a deficiency exists in the rent payable by Tenant hereunder, Tenant shall pay any such deficiency to Landlord monthly. No such reentry or taking possession of the leased premises shall be construed as an election of Landlord to terminate this lease unless a written notice of such termination shall be given to Tenant.

20. **BANKRUPTCY OR INSOLVENCY OF TENANT.** In the event of insolvency, bankruptcy, or attachment proceedings against Tenant involving any business conducted upon the leased premises, this lease shall not be deemed an asset that can be passed to the trustee in bankruptcy of Tenant, or to its creditors, and if such proceedings continue beyond the period for which rent has actually been paid, then Landlord shall have the option immediately and without notice to terminate this lease.
21. **QUIET ENJOYMENT OF LEASED PREMISES.** If Tenant shall perform, all and singular, the agreements on its part herein contained to be performed, Landlord and assigns shall warrant and defend Tenant in the quiet enjoyment and peaceful possession of the leased premises during their term aforesaid. Landlord covenants and agrees with Tenant that Tenant shall and may peacefully and quietly have, hold and enjoy the Premises hereby demised for the intended purpose as herein before described. Landlord shall use best efforts to ensure that the actions of other tenants do not interfere with Tenant's right of quiet enjoyment. Upon the failure of Landlord to provide such quiet enjoyment after having received written notice of such failure from Tenant, Tenant may, at its option, cancel this Lease upon thirty (30) days notice to Landlord, without any further liability for rent or additional charges.
22. **INSPECTION OF LEASED PREMISES.** Landlord shall have the right to enter into and upon the leased premises or any part thereof at any reasonable hours after written notice except in case of emergency for the purpose of inspection and making repairs, but Landlord agrees not to exercise this right in such a way as unreasonably to interfere with the business of Tenant.
23. **TERMINATION & REMOVAL OF TENANT'S PROPERTY.** Upon the expiration or the sooner termination of this lease, Tenant shall quit and surrender the leased premises in as good condition as the reasonable use thereof would permit, ordinary wear and tear excepted. Upon the expiration or sooner termination of this lease, all changes, additions, alterations or modifications of the leased premises and any fixtures installed as a part of such changes, additions, alterations or modifications shall, at Landlord's option, become the property of Landlord, and Tenant shall thereupon remove such of its personal property as is not permanently affixed to the leased premises, which personal property shall include trade fixtures of Tenant. Provided, however, Tenant may remove any fixtures or additions added or made by them if they can do so and return the premises to the condition it was in prior to the fixtures being attached or the additions made. All fixtures, furnishings, floor coverings and equipment which are permanently affixed to the leased premises, other than trade fixtures as herein provided, shall thereupon become the property of Landlord, and any personal property of Tenant not removed from the leased premises within five (5) days following the expiration of this lease or its sooner termination shall become the property of Landlord, at the option of Landlord. It is expressly agreed that the Tenant shall not remove from the premises any part of the heating and air conditioning system.
24. **EMINENT DOMAIN.** If at any time during the term of this lease title to the whole or any part of the real estate shall be taken by condemnation or by agreement between the condemning authority and the Landlord, and if such taking materially affects the Tenant's use of said premises, this lease shall be terminated. Termination date shall be the date of taking or the date of agreement between the condemning authority and the Landlord, and the unused portion of any prepaid rent shall be refunded to Tenant. It is expressly understood and agreed that Tenant waives any and all rights and interest to the proceeds from any condemnation or from any agreement between the condemning authority and the Landlord, however, Tenant shall be entitled to any proceeds from a condemnation specifically allocable to the Tenant.
25. **CONSENTS.** It is agreed that either Landlord or Tenant be allowed to mortgage or pledge as collateral their respective interests in the premises and improvements and that the other party shall

execute any appropriate consents. Further, if a requirement is made of either Landlord or Tenant to provide estoppel certificates, the other party shall provide such reasonable certificates as may be requested.

26. **DENIAL OF SUBROGATION RIGHTS.** Neither the Landlord nor the Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the leased premises or adjoining property, or in any manner growing out of or connected with Tenant's use and occupation of the leased premises, or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, licensees or permissible assigns. [Releases from both parties should apply regardless of whether the damaged party carried insurance or not.] Nothing in this paragraph shall be construed to impose any other or greater liability upon either the Landlord or the Tenant than would have existed in the absence of this paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible.
27. **NOTICES.** All notices in connection with this lease shall be sent by certified mail. Notices to the Landlord shall be addressed to it at 1029 New Hampshire Street, Lawrence, Kansas 66044. Notices to the Tenant shall be addressed to the Tenant at the leased Premises or at such address as the Tenant shall, from time to time designate in writing.
28. **HOLDING OVER.** Should the Tenant hold over for any reason after the expiration of the basic term or the option term, if the option is exercised, said holding over shall create only a tenancy from month to month, terminable on thirty (30) days written notice from either party to the other.
29. **WAIVER OF BREACH NOT WAIVER OF OTHERS.** The waiving of any of the covenants, provisions or terms of this lease by either Landlord or the Tenant shall be limited to the particular instance and shall not be deemed to waive any other breach or breaches.
30. **BINDING EFFECT OF LEASE.** This lease shall inure to the benefit of and be binding upon the successors and permissible assigns of the parties hereto.
31. **ESTOPPEL CERTIFICATE.** Upon written request by either party hereto to the other, the recipient of such request shall deliver an estoppel certificate, as requested, within Ten (10) Days of receipt, stating whether this Lease is in full force and effect, and setting forth the date of commencement of the term and rent, prepayment of offset of rent, any defaults or violations of the Lease, any obligations that have not been fulfilled by both parties hereto, and such other information customarily contained in an Estoppel Certificate.
32. **AGENCY.** (Applicable sections must be checked): Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as Seller's agents, Buyer's agents, Designated agents, or Transaction Brokers. Pursuant to the following disclosure:

LISTING COMPANY: Winbury Realty of K.C., LLC d/b/a Colliers International

NAME OF LICENSEE: Allison Vance Moore
() Landlord's Agent
(x) Designated Landlord's Agent

() Transaction Broker

SELLING COMPANY: Winbury Realty of K.C., LLC d/b/a Colliers International

NAME OF LICENSEE: Allison Vance Moore is functioning as

- () Landlord's Agent
- () Tenant's Agent
- () Landlord's Sub Agent
- () Designated Tenant's Agent
- (x) Designated Landlord's Agent
- () Transaction Broker

Seller's Agent: Licensees functioning as Seller's Agents have a duty to act as agent for the Seller's interest and will not be the agent of the Buyer. Information given by the Buyer to a Seller's agent will be disclosed to Seller. If checked above, undersigned Buyer acknowledges that this disclosure was given orally or in writing.

Buyer's Agent: Licensees functioning as an agent of the Buyer have a duty to act as agent for the Buyer's interest and will not be the agent of the undersigned Seller. Information given to the licensee will be disclosed to the Buyer. If checked above, undersigned Seller, or Seller's agent, acknowledges that this disclosure was made either orally or in writing no later than the first showing of this property.

Designated Agent: A designated agent has all of the duties and obligations of a Seller's or Buyer's agent and acts for the client to the exclusion of all other affiliated licensees. The appointment of a designated agent is made in a written agency agreement with the Seller or Buyer. A designated agent may disclose confidential information, for the purpose of seeking advice or assistance for the benefit of the client, to the Supervising

Broker or the affiliated licensee who has assumed the role to Transaction Broker.

Transaction Broker: A Transaction Broker assists with a real estate transaction without being an agent of either the Buyer or the Seller. If checked above, this disclosure was made to both Seller and Buyer immediately in writing as shown on the required disclosure forms attached hereto. All material facts and information given to a Transaction Broker will be disclosed to both Buyer and Seller.

33. **ADDITIONAL PROVISIONS:**

Landlord, at its cost and expense, shall ensure the following upon Possession:

- a. Landlord shall ensure HVAC is in good working order;
- b. Landlord shall ensure light fixtures are clean and in good working order;
- c. Landlord shall ensure plumbing is in good working order;
- d. Landlord shall replace any missing or damaged ceiling tiles;
- e. Landlord shall investigate and mitigate water leak near electrical panel in NEC of suite;
- f. Landlord shall clean supply/return air vents throughout suite;
- g. Landlord shall update kitchenette area with upper/lower cabinets, new sink and counter top (with area for fridge and upper installed microwaves to be installed and paper towel dispenser being removed);
- h. Landlord shall replace carpeting with carpet tiles;
- i. Landlord shall repair walls and paint suite throughout with a single color to be mutually agreed upon between the parties;
- j. Landlord shall reinstall closet doors in open area;
- k. Landlord shall clean suite; and
- l. Landlord shall remove countertops, and repair wall area

Tenant, as its cost and expense, shall perform the following work:

- a. Tenant shall install a refrigerator at its expense (which shall remain the personal property of the Tenant);
- b. Tenant shall install a microwave at its expense (which shall remain the personal property of the Tenant); and
- c. Tenant shall be responsible for its own phone and data wiring

34. **CONTINGENCY:** This offer shall be contingent upon County Commission approval on or before March 27, 2019.

TENANT:
DOUGLAS COUNTY GOVERNMENT

LANDLORD:
BERKELEY PLAZA, INC.

Date

Jeffery L. Shmalberg,
Vice-President

Date

COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Berkeley Plaza, Inc.

BUYER/TENANT: Douglas County Government

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP: 1006 New Hampshire Street, Lawrence,
Kansas 66044

DATE OF CONTRACT: _____, 2019

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. **LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT.** (Note: A separate Dual Agency Disclosure Addendum is required).

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
- ☒ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
- ☐ N/A-Seller(s) is not represented
- ☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
- ☐ Buyer's/Tenant's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
- ☒ N/A, Buyer/Tenant is not represented
- ☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.

☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

Berkeley Plaza, Inc.
Landlord

Douglas County Government
Tenant

DATE _____

DATE _____

Allison Vance Moore
Licensee Assisting Landlord

DATE _____



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners
Sarah Plinsky, Interim County Administrator

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: 2019 Tow Operator Agreements

DATE: April 3, 2019

Douglas County authorizes annual agreements with area tow contractors to participate in the non-preferential tow rotation list that is utilized by the Sheriff's dispatch staff. The attached Service Provider Agreement and Resolution 16-14 Establishing Maximum Charges for Authorized Tow Service outline and codify the guidelines and costs associated with towing vehicles related to County business.

The guidelines outlined in this voluntary agreement require participating companies to operate in a manner that is within the confines of Douglas County's legal authority to regulate these services. The Interstate Commerce Commission Termination Act, 49 U.S.C.

14501(c)(1) prohibits any enactment or enforcement of any law "*related to price, route or service of a motor carrier.*" This generally prohibits the County from regulating the towing industry. However, there is an exception to this general prohibition that provides that a municipality can enact or enforce a law "*relating to the price of for-hire motor vehicle transportation by a tow truck, if such transportation is performed without the prior consent or authorization of the owner or operator of the motor vehicle.*" 49 U.S.C. 14501(c)(2)(C). County legal staff have historically interpreted the law in a way that would preclude the County from adding additional requirements, including a requirement that participating operators accept credit cards.

At this time the staff is not supportive of modifying the maximum charges, however; should the Board of County Commissioners determine it would like to make these changes or any other modifications I will be happy to do so.

The following motion is recommended to approve this item: "***Approve 2019 Tow Service Provider Agreement.***"

DOUGLAS COUNTY, KANSAS
TOW SERVICE PROVIDER AGREEMENT

This Douglas County, Kansas Tow Service Provider Agreement (this “**Agreement**”) is entered into by and between Douglas County, Kansas (hereinafter “**County**”) and _____ (hereinafter the “**Tow Company**”).

Pursuant to Resolution HR-12-9-2 of the Board of Douglas County Commissioners, codified at Article 15 of Chapter 1 of the Douglas County Code, as amended (collectively the “**County Contract Tow Requirements**”), County designates Tow Company as an “authorized tow service provider” for the purpose of towing, removing, and storing vehicles upon request by the County, all in accordance with the County Contract Tow Requirements. For and in consideration of the foregoing, Tow Company and the County agree as follows:

1. **Term; Renewal.** Subject to earlier termination in accordance with this Agreement, the Term of this Agreement shall commence on March 1, 2019 and shall expire at the end of the day on February 28, 2020. If Tow Company desires to renew this Agreement for an additional calendar year, Tow Company should submit a renewal application at least 30 days prior to the expiration date of this Agreement.

2. **Statutory and Regulatory Requirements.** Tow Company shall be solely responsible for complying with all requirements of K.S.A. 8-1102 through 8-1108, and amendments thereto, the Douglas County Code, and any subsequent amendments thereto, relative to the towing, removing, or storing, of vehicles at the request of the County and, thereafter, the sale or release of vehicles, together with any personal property in such vehicles, by the Tow Company. Tow Company shall at all times maintain a current Certificate of Public Service issued by the Kansas Corporation Commission and operate one or more trucks providing tow services and registered with the Kansas Corporation Commission. Tow Company shall remove and lawfully dispose of fuel or fluid spills, and any oil dry or other related product from any accident site in accordance with all applicable laws and regulations.

3. **Indemnification and Hold Harmless.** Tow Company agrees to indemnify the County and hold the County, together with its employees, officials, and other representatives, harmless from all claims, suits, actions, and proceedings of every name or description, in law or equity, for or on account of any injuries or damages received or sustained by any person, firm or corporation as a result of any act or omission of Tow Company while engaged in any action or providing any service pursuant to this Agreement. If Tow Company tows, removes, or stores a vehicle through dispatch from the Douglas County Emergency Communications Department pursuant to this Agreement at the request of any other municipality or law enforcement agency, as provided in Section 10 below, this indemnification and hold harmless shall extend to such other municipality or law enforcement agency, together with its employees, officials, and other representatives and they shall all be deemed third-party beneficiaries hereof.

4. **Method of Operation.** Tow Company hereby acknowledges and agrees that Tow Company will comply with and be subject to all terms, conditions, and requirements of the County Contract Tow Requirements, all of which are incorporated by reference into this Agreement. Without limiting the foregoing Tow Company agrees to each of the following:

a. Tow Company shall maintain current valid insurance as outlined in this Agreement;

b. Tow Company shall maintain a properly zoned, fenced, secure storage area, and vehicles and personal property therein shall be maintained in such a manner as to safeguard such property and avoid damage to such property;

c. At all times, 24 hours per day, 7 days per week, Tow Company shall have a representative available by phone and able to meet the owner or authorized representative at the premises where the towed vehicle is stored or kept for releasing the vehicle or retrieving personal property;

d. Tow Company shall clean all debris from accidents or vehicle breakdowns; and shall remove from the site and properly dispose of all pollutants, fuel and fluid spills, and oil dry or similar product used to remove those items; no such items shall be washed, swept, or permitted to be discharged into the road, stormwater system, or drainage ditch;

e. Tow Company shall have drivers and wrecker services available to respond to tow requests on a 24 hour per day, 7 day a week basis, and shall respond as quickly as possible, taking into account the time of day, distance to travel, and traffic and weather conditions;

f. Tow Company agrees to provide information at request to the County of any disposition of a vehicle removed pursuant to this Agreement, including sale or release, and that any disposition of a vehicle removed pursuant to this Agreement shall be in accordance with municipal, state, and federal laws, including adherence to all applicable notice provisions;

g. Tow Company agrees that tow services shall be provided in a professional and courteous manner, and tow services personnel shall provide such services in a manner that will not bring about discredit to the County;

h. Tow Company agrees that communications with County 911 Dispatch Center personnel shall be provided in a professional and courteous manner, and any concerns or potential violations of this agreement or operating guidelines will be reviewed by the Director of the 911 Dispatch Center to determine further review by the County Administrator;

i. The failure to comply with the terms and conditions of this Agreement

may, in the sole discretion of the County Administrator or his designee, result in the revocation of this Agreement and the removal of the Tow Company from the County contract tow rotation list of authorized tow service providers; and

5. **Insurance Requirements.** It is understood and agreed that Tow Company shall maintain and provide to the Douglas County Administrator, or his designee, proof of the following insurance protection:

a. Public liability insurance indemnifying the public generally against damages arising out of the operation of the wrecker service. The authorized tow operator shall be responsible for entering the County on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least \$500,000.00 for one person, \$500,000.00 for one accident, and \$500,000.00 property damage and a minimum aggregate limit of \$1,000,000.00. This coverage can be provided as a combined single limit.

b. Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the authorized tow operator. Such policy or policies of insurance shall be in an amount of at least \$100,000.00 for each individual claim up to a maximum aggregate limit of \$200,000.00 per occurrence.

Proof of insurance must be furnished on standard Acord® certificate of insurance forms. The County is to be named as a named insured on all required insuring agreements and each certificate must state that the County will be given 10 days advanced written notice if the policy is canceled or changed.

6. **Restrictions Related to Fees.** As a condition of being appointed an authorized tow service provider for the purpose of towing, cleaning-up, and storing vehicles pursuant to this Agreement, Tow Company agrees it shall not charge more than the maximum fees identified in Board of Douglas County Commissioners resolution attached hereto as Exhibit A, and as amended, which is incorporated herein by reference. Tow Company agrees that it shall not charge any fees other than those specifically identified and permitted in such Resolution. Any owner or authorized representative of a vehicle towed pursuant to this Agreement shall have access to (1) personal property that is not affixed to such vehicle for up to 96 hours after such vehicle has been towed, and (2) personal medical supplies, and such personal property or medical supplies shall be released to said owner or authorized representative within one hour of the owner or authorized representative's request; except, however, if it is being held or seized as evidence. By becoming an authorized tow service provider and being placed on the County contract tow rotation list, Tow Company waives any possessory lien, to the extent it even has one, in any such personal property.

7. **No Exclusive Contract; No Vested Rights.** Tow Company understands that this is not an exclusive contract and that Douglas County may designate other tow

operators as authorized tow service providers. Nothing in this Agreement, the County's designation of Tow Company as an authorized tow service provider, or the County's utilization of Tow Company for tows shall confer any vested property rights upon Tow Company to continue as an authorized tow service provider, to remain on the County contract tow rotation list, or to tow any vehicle for County.

8. **Breach of Agreement and Termination.** A violation of this Agreement, including but not limited to the County Contract Tow Requirements incorporated herein by reference, shall be deemed sufficient justification for the County to order that the designation of Tow Company as an "authorized tow service provider" for the purpose of towing, removing, and storing vehicles pursuant to this Agreement, be suspended or revoked and, if revoked to terminate this Agreement. In addition, County may terminate this Agreement upon 5 days advance written notice to Tow Company if County revises or substantially amends the County Contract Tow Requirements or otherwise changes the manner in which County provides for contract towing. Tow Company may freely conclude such provisions of this Agreement are unfair or unduly restrictive, in which case Tow Company may terminate this Agreement and its designation as an authorized tow service provider by providing County with 5 calendar days advance written notice.

9. **Assignment.** Tow Company may not assign or transfer this authority as an authorized tow service provider or of any interest or responsibility in this Agreement.

10. **Tows for Other Municipalities.** This Agreement, including but not limited to the restrictions related to fees, shall apply with respect to the towing, removing, and storing of vehicles dispatched through the Douglas County Emergency Communications Department at the request of any other municipality or law enforcement agency if such municipality or law enforcement agency has requested the utilization of this Agreement.

11. **Large Vehicles.** Tow Company

☐ DOES

(check one box)

☐ DOES NOT

have equipment to tow vehicles having a licensed gross weight of more than 18,000 pounds. [If neither box is checked, it will be interpreted as if Tow Company does not have the necessary equipment.]

[remainder of page intentionally blank, signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below, effective the date that the second party signs this Agreement.

County:

Douglas County, Kansas

By: Sarah Plinsky
Its: Interim County Administrator

Date: _____

Tow Company:

[insert full legal/corporate name of Tow Company]

By: _____
Title: _____

Date: _____

EXHIBIT A

(attached)

RESOLUTION NO. 16-04

A Resolution of the Board of County Commissioners of Douglas County, Kansas, Establishing Maximum Charges For Authorized Tow Service

WHEREAS, K.S.A. 19-101, et seq. provides the Board of County commissioners of Douglas County, Kansas (the "Board") with home rule authority to transact all County business and perform all powers of local legislation and administration it deems appropriate; and

WHEREAS, pursuant to its home rule authority, the Board has previously adopted Article 15 of Chapter 1 of the Douglas County Code, relating to towing and storing of vehicles at the request of the Sheriff and/or without the prior consent of the owner or operator of the vehicle; and

WHEREAS, Article 15 of Chapter 1 of the Douglas County Code, specifically Section 1-1513, provides that the Board may adopt and amend a resolution from time to time to establish maximum fees and charges for certain towing and vehicle storage services; and

WHEREAS, the Board previously adopted Resolution No. 14-26 to establish those fees and charges and adopts this Resolution to replace and supersede Resolution No. 14-26.

NOW THEREFORE, be it resolved by the Board as follows:

SECTION 1. Maximum Charges. Pursuant to Section 1-1513 of the Douglas County Code, as amended, the maximum authorized charges for towing, storage and other related services with respect to a vehicle having a licensed gross weight of 18,000 pounds or less towed by an authorized tow service provider pursuant to the County contract tow rotation list or towed by any tow provider without the prior consent of the owner or operator of the vehicle, are as follows:

1. For towing, including use of wheel lifts, rollback and flatbed, a maximum charge of:
 - i. \$175 for vehicles having a licensed gross weight of 12,000 pounds or less, plus \$4.00 per mile.
 - ii. \$250 for trucks and other vehicles having a licensed gross weight of more than 12,000 pounds or having more than 4 wheels on the ground, plus \$4.00 per mile, but see Section 14 below for trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.
 - iii. Billable mileage is defined as the lesser of (i) starting from the location of business, to the hook-up site and back to the location of business, or (ii) starting from the location of the tow operator when receiving the call, to the hook-up site and back to the location of business.

Subject to Section 12 below, this charge includes clean-up of all accident debris and spills, including but not limited to the use and removal of floor-dry or similar products to clean up any fluid spills.

2. For storage of a vehicle, a maximum charge of: \$35 per day. Daily charges shall be determined for any portion of a calendar day the vehicle is stored, beginning at the time the vehicle is first placed in the storage lot; provided, however, that storage charge shall be waived if the owner or authorized representative retrieves the vehicle within the first 24 hours; provided further that the tow company may only assess a storage charge for days that there is reasonable access to personnel who may respond to release the vehicle.

3. Exclusive of state recognized holidays, no additional charge shall be assessed for releasing a vehicle between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday. For releasing a vehicle during all other times, a maximum charge of: \$35.

4. For tarping a vehicle with broken windows otherwise open to the weather, a maximum single charge of: \$15.

5. For dolly use in towing a vehicle, a maximum charge of: \$50. This charge is addition to the basic tow service charge. A dolly charge cannot be assessed unless a dolly is necessary and actually used to tow the vehicle.

6. For winching, a maximum charge of: \$110 per hour, prorated by each one-quarter hour. This charge includes labor necessary to operate the winch but is in addition to the basic tow service charge.

7. For extraordinary labor for winching and securing the vehicle in excess of 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of a vehicle or mechanically necessary to prepare the vehicle for towing, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 30 minutes of extraordinary labor.

8. A tow company may assess reasonable additional charges for extraordinary situations that necessarily and actually require more than one wrecker. The charge for an additional wrecker shall not exceed the maximum charges provided for in this Resolution for the first wrecker.

9. For the waiting or standby time after the wrecker has been at the scene for 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. No additional charge may be assessed for the first 30 minutes of wait or standby time.

10. For a motorist assist involving delivery of fuel, tire changes, unlocks, jumpstarts, and other services commonly associated with a motorist assist, a maximum service charge of \$70, plus mileage provided above; provided, however, that the tow company may charge for materials, such as fuel, delivered; provided further that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

11. If the owner or other authorized person in control of the vehicle arrives at the scene prior to removal or towing of the vehicle, and such person is capable of safely operating the vehicle and such vehicle is functional, the vehicle shall, upon request of such person, be disconnected from the towing or removal apparatus. That person shall be permitted to remove the vehicle without interference upon the payment of a reasonable charge of not more than \$90 plus mileage provided above, and no other charge shall be assessed; provided, however, that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

12. For accidents requiring fluid clean-up, a maximum charge of: \$35 for labor and \$10 for floor-dry or similar products to clean up any fluid spills. For extraordinary labor in the clean-up of accident debris and spills in excess of 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of accident debris and fluids, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 30 minutes of extraordinary labor.

13. Following a period of 15 days, a state paperwork fee may be assessed for the purpose of complying with statutory requirements related to notification of auction. In assessing fees pursuant to K.S.A. 8-1102 through 8-1108, only actual costs incurred, up to a maximum of \$100, may be assessed. Tow company shall maintain copies of all expenses and shall make proof available upon request to the County Administrator or his/her designated representative.

14. The maximum charges contained in this Resolution shall not apply to trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.

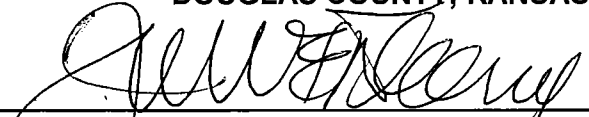
15. Each tow company shall provide to each owner or authorized representative an itemized bill indicating the amount for each service provided.

SECTION II. Repeal. Resolution No. 14-26 is repealed on the effective date of this Resolution.

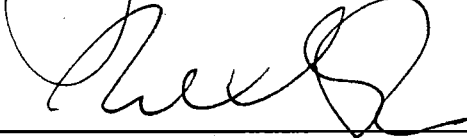
SECTION III. Effective Date. This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

IN WITNESS WHEREOF, the foregoing Resolution was adopted February 24, 2016.

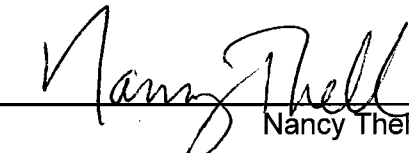
**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS:**



Jim Flory, Chair

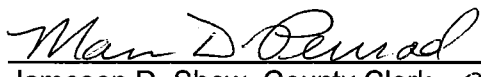


Mike Gaughan, Member

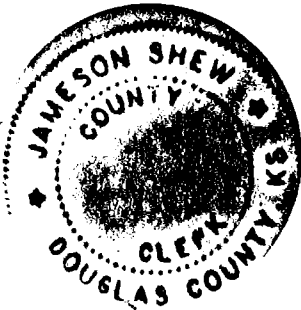


Nancy Thellman, Member

ATTEST:



Jameson D. Shew, County Clerk *deputy*



WARRANTY DEED

ON _____, 2019,

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF KANSAS (a/k/a Douglas County, Kansas),
a body corporate and politic organized under the laws of the State of Kansas**

CONVEYS AND WARRANTS to:

**ECONOMIC DEVELOPMENT CORPORATION OF LAWRENCE
AND DOUGLAS COUNTY, a Kansas not-for-profit corporation**

**ALL THE FOLLOWING-DESCRIBED REAL ESTATE LOCATED IN
Douglas County, Kansas:**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWENTY (20) AND THE SOUTHEAST QUARTER OF SECTION FOUR (4), THIRTEEN (13) SOUTH, RANGE TWENTY (20) EAST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY DRIVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENWAY DRIVE, HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 609.20 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 33 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 565.65 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; THENCE NORTH 64 DEGREES 30 MINUTES 15 SECONDS WEST, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY DRIVE, BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 346.66 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE AND CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENWAY DRIVE, HAVING A RADIUS OF 590.53 FEET, AN ARC LENGTH OF 273.87 FEET, A CHORD BEARING OF NORTH 77 DEGREES 47 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 271.43 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; THENCE SOUTH 88 DEGREES 55 MINUTES 25 SECONDS WEST, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY DRIVE, BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 185.31 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; ALSO BEING THE SOUTHEAST CORNER OF LOT 7A, BLOCK 3, EAST HILLS BUSINESS PARK; THENCE NORTH 19 DEGREES 58 MINUTES 15 SECONDS EAST, ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 7A, BLOCK 3, EAST HILLS BUSINESS PARK, A DISTANCE OF 679.64 FEET, ALSO BEING THE NORTHEAST CORNER OF LOT 7A,

BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING A POINT ON THE SOUTHERLY PROPERTY LINE OF LOT 10, BLOCK 3, EAST HILLS BUSINESS PARK; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, CONTINUING ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 10, BLOCK 3, EAST HILLS BUSINESS PARK, HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 296.44 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 24 MINUTES 24 SECONDS EAST AND A CHORD LENGTH OF 293.43 FEET, ALSO BEING THE SOUTHEAST CORNER OF LOT 10, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, EAST HILLS BUSINESS PARK; THENCE SOUTH 59 DEGREES 33 MINUTES 38 SECONDS EAST, ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 1, BLOCK 3, EAST HILLS BUSINESS PARK, A DISTANCE OF 1014.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.387 ACRES, MORE OR LESS, ALL IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS.

FOR THE SUM OF: Gift, donation, and contribution.

SUBJECT TO: Covenants, easements, restrictions, and reservations of record, if any, and special assessments.

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

By: _____
Michelle Derusseau, Chair

ATTEST: _____
Jameson D. Shew, County Clerk

STATE OF KANSAS	)	/	RESERVED FOR REGISTER OF DEEDS:
	)	/	
COUNTY OF DOUGLAS	)	/	
	)	/	
This instrument acknowledged before me		/	
this ____ day of _____, 2019 by		/	
Michelle Derusseau, Chair of the Board of County		/	
Commissioners of Douglas County Kansas		/	
		/	
_____ Notary Public		/	
My appointment expires:		/	

**PURSUANT TO K.S.A. 79-1437,
a real estate validation questionnaire is not required due to exception No. 4.**

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS REGARDING CONVENYANCE OF LAND
FOR ECONOMIC DEVELOPMENT PURPOSES**

WHEREAS, K.S.A. section 19-211 provides that a county may convey real property to a nonprofit corporation organized under the laws of Kansas if such real property is acquired and conveyed by the county for the purpose of development of an industrial or business park on such real property comprised of businesses engaged in: (1) manufacturing articles of commerce; (2) conducting research and development; or (3) storing or processing good or commodities; and

WHEREAS, K.S.A. section 19-211 further provides that if the real property is to be conveyed for an amount which is less than the amount the county paid to acquire such property, the county shall publish a notice of its intent to convey such property, including a description of the property, the cost of acquiring the property and the amount for which such property is to be conveyed; and

WHEREAS, Douglas County previously acquired certain real property for the purpose of developing the East Hills Business Park; and

WHEREAS, Douglas County has determined that conveyance of certain such property in the East Hills Business Park, as described more specifically below, should be conveyed at no cost to the Economic and Development Corporation of Lawrence and Douglas County (“EDC”), a Kansas nonprofit corporation, on the condition that the EDC will re-convey the property at no cost to 3840 Greenway Circle, LLC (“Grandstand”), for purposes of economic development,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE AS FOLLOWS:

1. Douglas County will convey the following property to EDC, in accordance with the terms and conditions of this Resolution and applicable law:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWENTY (20) AND THE SOUTHEAST QUARTER OF SECTION FOUR (4), THIRTEEN (13) SOUTH, RANGE TWENTY (20) EAST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY DRIVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENWAY DRIVE, HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 609.20 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 33 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 565.65 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; THENCE NORTH 64 DEGREES 30 MINUTES 15 SECONDS WEST, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY DRIVE, BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 346.66 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE AND CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENWAY DRIVE, HAVING A RADIUS OF 590.53 FEET, AN ARC LENGTH OF 273.87 FEET, A CHORD BEARING OF NORTH 77 DEGREES 47 MINUTES 25 SECONDS WEST AND A CHORD LENGTH OF 271.43 FEET

TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; THENCE SOUTH 88 DEGREES 55 MINUTES 25 SECONDS WEST, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY DRIVE, BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 185.31 FEET TO A POINT BEING 40 FEET NORTH OF THE CENTERLINE OF SAID GREENWAY DRIVE; ALSO BEING THE SOUTHEAST CORNER OF LOT 7A, BLOCK 3, EAST HILLS BUSINESS PARK; THENCE NORTH 19 DEGREES 58 MINUTES 15 SECONDS EAST, ALONG THE EASTERLY PROPERTY LINE OF SAID LOT 7A, BLOCK 3, EAST HILLS BUSINESS PARK, A DISTANCE OF 679.64 FEET, ALSO BEING THE NORTHEAST CORNER OF LOT 7A, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING A POINT ON THE SOUTHERLY PROPERTY LINE OF LOT 10, BLOCK 3, EAST HILLS BUSINESS PARK; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, CONTINUING ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 10, BLOCK 3, EAST HILLS BUSINESS PARK, HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 296.44 FEET, A CHORD BEARING OF SOUTH 45 DEGREES 24 MINUTES 24 SECONDS EAST AND A CHORD LENGTH OF 293.43 FEET, ALSO BEING THE SOUTHEAST CORNER OF LOT 10, BLOCK 3, EAST HILLS BUSINESS PARK, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 3, EAST HILLS BUSINESS PARK; THENCE SOUTH 59 DEGREES 33 MINUTES 38 SECONDS EAST, ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 1, BLOCK 3, EAST HILLS BUSINESS PARK, A DISTANCE OF 1014.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.387 ACRES, MORE OR LESS, ALL IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS.

2. The property will be conveyed to the EDC at no cost, on the condition that immediately upon receipt, the EDC will re-convey the property to Grandstand, at no cost. These conveyances will occur as soon as reasonably practicable after all notice requirements have been satisfied.

3. Staff is directed to prepare and publish the statutory notices and to prepare all other necessary and appropriate documentation to accomplish the conveyance of this property to the EDC and EDC's re-conveyance of said property to Grandstand.

ADOPTED the ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

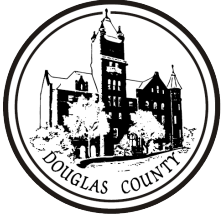
Michelle Derousseau, Chair

ATTEST:

Nancy Thellman, Member

Jameson D. Shew, County Clerk

Patrick Kelly, Member



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners
Sarah Plinsky, Interim County Administrator

FROM: David Sparkes, Director of Building and Grounds

SUBJECT: Demolition of former Public Works building at 1242 Massachusetts Street

DATE: April 3, 2019

Upon completion of the new Douglas County Public Works Building in 2015 the former Public Works Building at 1242 Massachusetts Street was vacated and remains in that state. Over the course of the last two years, and following architectural assessments and consultations with County Administration, it had been determined that the building should be razed in anticipation of future use.

With the facilities master planning process well underway, staff expects a future use of this site to be identified and potentially developed in the 5 to 10 year time period that is being examined. With this in mind, staff issued an RFP for the abatement and demolition of the building.

Three contractors responded, using the US Communities contract provided an estimated cost for abatement. The three companies and associated costs are as follows:

- Major Abatement and Demolition, Inc. - \$48,450
- Associated Insulation, Inc. - \$69,990
- B&R Insulation - \$59,224

A single bidder responded for the demolition under the US Communities contract, The Wilson Group, in the sum of \$97,563.79. Staff recommends approval to the use the lower bid for abatement with Major Abatement and Demolition, Inc. Staff also recommends using the US Communities contract with the Wilson Group for the demolition. Staff requests that a 10% project contingency be included to allow for any changes or modifications to the project.

The following motion is recommended to approve this item: ***“Approve the award abatement services to Major Abatement and Demolition, Inc. in an amount not to exceed \$48,450, utilize the US Communities contract with the Wilson Group in the amount of \$97,563.79 for demolition services, and establish a 10% project contingency for the former Public Works building at 1242 Massachusetts Street.”***



Work Order Signature Document

NJPA EZIQC Contract No.: KS01C-031516-TWG

☒

New Work Order



Modify an Existing Work Order

Work Order Number: 064299.00

Work Order Date: 03/25/2019

Owner PO No:

Work Order Title: Douglas County - 1242 Massachusetts Demo Building

Owner Name: County of Douglas

Contractor Name: The Wilson Group, Inc

Contact: Jackie Waggoner

Contact: Scott Briedwell

Phone: 785-832-5286

Phone: (816) 434-3185

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No KS01C-031516-TWG.

Brief Work Order Description:

Demo Building at 1242 Massachusetts

Time of Performance See Schedule Section of the Detailed Scope of Work

Duration

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$97,563.79

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Scott Briedwell
The Wilson Group, Inc
1606 West Main Street
Greenwood, MO 64034
(816) 434-3185

From: Jackie Waggoner
County of Douglas
1100 MASSACHUSETTS ST
LAWRENCE, KS 66044
785-832-5286

Date Printed: March 25, 2019

Work Order Number: 064299.00

Owner PO No:

Work Order Title: Douglas County - 1242 Massachusetts Demo Building

Brief Scope: Demo Building at 1242 Massachusetts

☐ Preliminary

☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

01 – General Requirements

- As requested, we have prepared this proposal to furnish all labor, equipment, materials, and provide insurance for the following scope of work on the above referenced project.
- Submit required notifications and permits. (Please note Lawrence stated a minimum of a 30 day wait period for demo permit)
- This pricing is based on a visual site inspection and sounding techniques to determine actual quantities of work
- Project is tax exempt
- Onsite storage is available.
- Site clean-up and haul off demolished debris.
- All necessary equipment to complete project in a responsible manner. (i.e. cranes, man lifts, etc.)

02 - Existing Conditions:

- Demolish and remove building, in entirety including foundations
- Removal of demolished materials
- Provide and maintain silt fencing during demolition

31 - Earthwork:

- Fill site to level lot and grade to drain and in mow able condition

33 - Utilities:

- Disconnect of gas service to property
- Disconnect of electrical service to property
- Disconnect domestic water and sewer

Detailed Scope of Work Continues..

Work Order Number: 064299.00

Work Order Title: Douglas County - 1242 Massachusetts Demo Building

Exclusions:

- Asbestos or Environmental Survey, hazardous waste removal or remediation
- Fire Watch or Security Personnel
- Premium time labor rates
- Sod, Seed, or straw
- Shoring, Compaction testing / compacted backfill
- Site fencing, sidewalk or road closure costs
- Demolition of sidewalk or parking lot
- Bonding

Assumptions:

- Asbestos/ hazardous material remediation will have already been completed and environmental reports confirming building is ready for demo received from others before our work is scheduled
- All work is to be performed during regular business hours
- Pricing is based on estimated quantities shown for each item. Additional charges will apply if actual quantities increase. Unit cost shall be applied on an ADD/ DEDUCT basis determined by the actual quantities performed.

Subject to the terms and conditions of JOC Contract **KS01C-031516-TWG**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: March 25, 2019

Re: IQC Master Contract #: KS01C-031516-TWG
Work Order #: 064299.00
Owner PO #:
Title: Douglas County - 1242 Massachusetts Demo Building
Contractor: The Wilson Group, Inc
Proposal Value: \$97,563.79

01 - General Requirements	\$10,494.69
02 - Site Work	\$79,212.01
31 - Earthwork	\$7,857.09
Proposal Total	\$97,563.79

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 25, 2019

Re: IQC Master Contract #: KS01C-031516-TWG
 Work Order #: 064299.00
 Owner PO #:
 Title: Douglas County - 1242 Massachusetts Demo Building
 Contractor: The Wilson Group, Inc
 Proposal Value: \$97,563.79

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$535.14
			Installation	Quantity 450.00 x Unit Price 1.00 x Factor 1.1892 = Total 535.14	
			Demolition Permit		
2	01 74 19 00 0033		TON	Traditional Building Construction Materials, Landfill Dump Fee	\$9,959.55
			Installation	Quantity 250.00 x Unit Price 33.50 x Factor 1.1892 = Total 9,959.55	

Subtotal for 01 - General Requirements \$10,494.69

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

02 - Site Work

3	02 41 16 13 0011		CCF	By Pneumatic Tools/Hand, Reinforced Concrete Building Demolition	\$6,657.14
			Installation	Quantity 100.00 x Unit Price 55.98 x Factor 1.1892 = Total 6,657.14	
			Tight work and finish		
4	02 41 16 13 0015		CCF	By Machine, Masonry Construction Building Demolition	\$50,467.98
			Installation	Quantity 1,740.00 x Unit Price 24.39 x Factor 1.1892 = Total 50,467.98	
5	02 41 16 13 0015 0004		MOD	For Up To 500, Add	\$4,352.47
			Installation	Quantity 500.00 x Unit Price 7.32 x Factor 1.1892 = Total 4,352.47	
6	02 41 16 13 0015 0007		MOD	For Work >3 Stories To 6 Stories (Exclude Volume Below), Add	\$174.10
			Installation	Quantity 40.00 x Unit Price 3.66 x Factor 1.1892 = Total 174.10	
7	02 41 16 13 0015 0010		MOD	For Volume Of Area Within 15' To An Adjacent Building, Add	\$957.31
			Installation	Quantity 100.00 x Unit Price 8.05 x Factor 1.1892 = Total 957.31	
8	02 41 16 13 0030		CF	Reinforced Concrete Foundation Demolition	\$12,031.73
			Installation	Quantity 950.00 x Unit Price 10.65 x Factor 1.1892 = Total 12,031.73	
			foundation and slab demolition		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 064299.00
 Work Order Title: Douglas County - 1242 Massachusetts Demo Building

Sect.		Item		Modifier	UOM	Description			Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)									
02 - Site Work												
9	02	90	10	00	0010	TON	Haul Chipped Debris Up To 15 Miles To Designated Area			\$4,571.28		
						Installation	Quantity		Unit Price	Factor	Total	
							80.00	x	48.05	x	1.1892 =	4,571.28

Subtotal for 02 - Site Work **\$79,212.01**

Sect. Item Modifier UOM Description										Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
31 - Earthwork											
10	31	23	16	13	0010	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine				\$2,245.21
						Installation	Quantity		Unit Price	Factor	Total
							800.00	x	2.36	x	1.1892 = 2,245.21
11	31	23	16	13	0019	CY	Spread Excess Or Imported Material On Site With Machine				\$182.66
						Installation	Quantity		Unit Price	Factor	Total
							80.00	x	1.92	x	1.1892 = 182.66
12	31	23	16	36	0026	SY	Finish Grading For Building Foundations And Other Structures by Hand				\$440.00
						Installation	Quantity		Unit Price	Factor	Total
							50.00	x	7.40	x	1.1892 = 440.00
13	31	23	16	36	0028	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine				\$345.99
						Installation	Quantity		Unit Price	Factor	Total
							78.00	x	3.73	x	1.1892 = 345.99
14	31	24	13	00	0004	CY	Cut, Shape, and Rough Grading for Roadways, Parking Areas, Landscaping and Embankments by Machine in Soil				\$4,643.23
						Installation	Quantity		Unit Price	Factor	Total
							950.00	x	4.11	x	1.1892 = 4,643.23
						Finish Grade for grass planting					

Subtotal for 31 - Earthwork **\$7,857.09**

Proposal Total **\$97,563.79**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Douglas County – Kansas

Scope Letter:

**Public Works Office Building Complete Demolition
1242 Massachusetts St. Lawrence, KS 66044**

01 – General Requirements

- 1) As requested, we have prepared this proposal to furnish all labor, equipment, materials, and provide insurance for the following scope of work on the above referenced project.
- 2) Submit required notifications and permits. (Please note Lawrence stated a minimum of a 30 day wait period for demo permit)
- 3) This pricing is based on a visual site inspection and sounding techniques to determine actual quantities of work
- 4) Project is tax exempt
- 5) Onsite storage is available.
- 6) Site clean-up and haul off demolished debris.
- 7) All necessary equipment to complete project in a responsible manner. (i.e. cranes, man lifts, etc.)

02 - Existing Conditions:

- 1) Demolish and remove building, in entirety including foundations
- 2) Removal of demolished materials
- 3) Provide and maintain silt fencing during demolition

31 - Earthwork:

- 1) Fill site to level lot and grade to drain and in mow able condition

33 - Utilities:

- 1) Disconnect of gas service to property
- 2) Disconnect of electrical service to property
- 3) Disconnect domestic water and sewer

Major Abatement and Demolition, Inc.

P.O. Box 487 - Blue Springs, Missouri 64013 -- Phone (816) 874-4006 -- FAX (816) 220-7733

PROPOSAL

January 23, 2019

TO: Jackie Waggoner, Director
Douglas County Purchasing
1100 Massachusetts
Lawrence, KS 66044

RE: 1242 Massachusetts St. - Asbestos Remediation Bid

We propose to furnish all labor, materials, equipment, services, permits and insurance necessary or required to perform the work described in Asbestos Survey Report along with associated plans and specifications for the building located at 1242 Massachusetts St., Lawrence, Kansas, 66044.

Scope of Work

- Removal and disposal of approximately 7,200 SF of transite shingles and felt paper.
- Removal and disposal of approximately 1,900 SF of sprayed-on ceiling texture in church.
- Removal and disposal of approximately 5,700 SF of sprayed-on ceiling texture in offices.
- Removal and disposal of 2 sinks with undercoating from kitchen and bath.
- Removal and disposal of approximately 100 SF of transite panels from church window.
- Removal and disposal of approximately 1,100 SF of sprayed-on wall texture from church.

Total Price of Proposal \$ 48,450.00

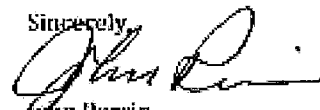
(Estimated time to complete: 4 Weeks)

This price includes labor, burden, materials, fees, insurance, permits, performance bond and landfill costs but **excludes** additional quantities not identified in report or discovered during demolition, prevailing wage rates, and additional insurance or bonding requirements. Payment is required 30 days from invoice date.

All work done will conform in strict adherence with all state, local, federal, and other laws and regulations governing this project. All individuals associated with this project will be fully trained, certified and experienced for this type of project. We are licensed, insured, and bonded.

Please feel free to call me at (816) 874-4006 with any questions or comments that you might have.

Sincerely,



John Perrin
Vice President

THIS PROPOSAL MAYBE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY (30) DAYS.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE _____ SIGNATURE _____

ASSOCIATED INSULATION, INC.

MECHANICAL INSULATION - ASBESTOS & LEAD ABATEMENT

701 Pecan Circle Manhattan, KS 66502
Ph 785-776-0145 Fax 785-776-9555

1-10-18

Jackie Waggoner, Director
Douglas County Purchasing
1100 Massachusetts
Lawrence, KS 66044

RE: 1242 Massachusetts Asbestos Demolition

Jackie, Our price to remediate asbestos containing transite shingles an felt paper, sprayed on ceiling texture, sink undercoating, transite panels, and bulbs, ballasts, mercury bulb switches per asbestos survey from META Consulting, LLC. is \$69,990.00 plus all applicable taxes if a state of Kansas project exemption certificate is not provided. Project includes all labor, materials, equipment, KDHE, disposal fees needed to complete project. No overtime is included and if needed would be at additional rates. All moveable furnishings shall be removed prior to start of project. Please call with any questions you may have.

Thanks



Joshua A. Erb
Project Manager
Associated Insulation, Inc.
O: 785-776-0145
C: 785-564-3912
F: 785-776-9555

PROPOSAL ACCEPTANCE

Bill To Name: _____
Address: _____ Zip: _____
Phone: _____ Fax: _____
Purchase Order # (if applicable): _____
Is job subject to Davis-Bacon Prevailing Wage Act requiring certified payroll reports: ☐ Yes ☐ No
If yes, you will need to provide a copy of the wage decision attached to the funding for this project.
KS Project Exemption Certificate Attached: ☐ Yes ☐ No If yes, # _____ Residential: ☐ Yes ☐ No
If no, will it be applied for: ☐ Yes ☐ No Date Applied: _____

ACCEPTANCE OF PROPOSAL: The listed prices, specifications, and conditions are satisfactory and are hereby accepted. A.I.I. is authorized to do the work as specified. Standard payment terms are Net 30. Prices are guaranteed for 30 days from above date.

Accepted By: _____
(Signature)
Date: _____ Phone #: _____

**B&R
INSULATION
INC.**

15001 WEST 101 TERR
LENEXA, KANSAS 66215
(913) 492-1346
FAX (913) 492-5502

January 26, 2019

Ms. Jackie Waggoner
Douglas County Offices
1100 Massachusetts St.
Lawrence, KS. 66044

Re: Asbestos Abatement
1242 Massachusetts St., Lawrence, KS.

Dear Jackie:

We are pleased to quote the pricing below for the removal of asbestos-containing materials as delineated in the META report dated November 4, 2018. This includes the textures ceilings and walls, the transite roof shingles and related felt paper, sinks and transite window panels. Please know that furnishings and stored items in the work areas will need to be relocated by others prior to commencement of work in order to obtain access.

For the work - Base Bid: - \$ 57,755.00
Inclusion of Payment and Performance Bonds, Add: - \$ 1,469.00
Total: - \$ 59,224.00

The above price includes preparation, removal, disposal and all applicable fees. All work will be done in strict accordance with all applicable EPA, OSHA, and KDHE requirements.

If you have any questions, please contact me.

Sincerely,

Steve Tripp

email: jwaggoner@douglascountyks.org
acmabatement1242massachusettsst.,Lawrence,ks.1-25-19