

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, SEPTEMBER 22, 2010

6:35 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of the State of Consent accepting the transfer of property for Lots 4 and 5 in Block 2 in the Final Plat of Lots 4, 5 and 6, Block 2, in the East Hills Business Park to the KU Endowment Association (Craig Weinaug);
- (c) Water Connection Agreement and Temporary Set-Aside Agreement associated with the Pines International Final Plat, PF-1-1-10. (Mary Miller is the Planner)
- (d) Acknowledge fee reports for July and August 2010, and addition reports for June 2010.

REGULAR AGENDA

- (2) Consider recommendation to purchase two replacement vehicles for the Sheriff's office (Ken McGovern)
- (3) Consider recommendation of bid awards for food contract (Jackie Waggoner)
- (4) Receive presentation on the Preliminary Alignment Study for the extension of 31st Street from O'Connell Road (E 1600 Rd) to Route 1057 (Keith Browning)
- (5) Discussion of Lone Star concession building (Weinaug/Browning)
- (6) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (7) Adjourn

WEDNESDAY, SEPTEMBER 29, 2010

6:35 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of a Temporary Set-Aside Agreement and Cross Access Easement and Maintenance Agreement for Certificate of Survey, CSU-3-2-10, for 25 acres located at the southeast corner of the intersection of N. 1000 and E. 1450 Road, S31-T13S-R20E. (Mary Miller); and
- (c) Consider approval of a Cross Access Easement and Maintenance Agreement for Certificate of Survey, CSU-3-1-10, for 20 acres located at the southeast corner of the intersection of N. 1000 and E. 1450 Road, S31-T13S-R20E. (Mary Miller is the Planner).

REGULAR AGENDA

- (2) Recycling project update (Eileen Horn)
- (3) Discussion of possible amendment to Noise Resolution (Jim Flory)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment

(5) Adjourn

WEDNESDAY, OCTOBER 6, 2010

4:00 p.m.

- Consider approval of a proclamation declaring October 2010 as “Disability Employment Awareness Month” (Peggy Wallert/Sharon Spratt)
- Consider approval of solar photovoltaic system for Douglas County Extension Office at 2110 Harper (Eileen Horn)

WEDNESDAY, OCTOBER 13, 2010

- Discussion on SmartStar program from Westar Energy (Eileen Horn)

WEDNESDAY, OCTOBER 20, 2010

FRIDAY, OCTOBER 22, 2010

- Dedication ceremony for KU School of Pharmacy (one or more Commissioners may attend)
8:30-10:30 a.m. continental breakfast; 9:30-10:30 a.m. tour; 11:00 a.m. dedication ceremony

WEDNESDAY, OCTOBER 27, 2010

MONDAY, NOVEMBER 8, 2010

- 9:00 a.m. Canvass for Election

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

STATEMENT OF CONSENT

In contemplation of The Kansas University Endowment Association (“KU Endowment”) transferring to the Board of Regents for the State of Kansas for the benefit of the University of Kansas (the “University”) Lots 4 and 5 in Block 2 in the Final Plat of Lots 4, 5 and 6, Block 2, in the East Hills Business Park, an addition to the city of Lawrence, Douglas County, Kansas (the “Property”), which Property was acquired by KU Endowment from Douglas County Development, Inc., a Kansas not for profit corporation (“DCDI”) pursuant to a certain Purchase and Sale Agreement dated June 5, 2009 (the “Contract”), DCDI and the Board of County Commissioners of Douglas County, Kansas (the “County”) make the following statements effective as of _____, 2010:

1. The County is the “Declarant” of the East Hills Business Park Protective Covenants dated December 21, 1988, and recorded in the Office of the Register of Deeds of Douglas County, Kansas at Book 426, Page 1787; as amended by the First Amendment to East Hills Business Park Protective Covenants dated December 3, 1991, and recorded the same in the Office of the Register of Deeds, Douglas County, Kansas at Book 464, Page 1579; and as amended by a Second Amendment to East Hills Business Park Protective Covenants dated July 27, 2009 (the “Declaration”);
2. Both the County and DCDI hereby consent and agree not to oppose any effort by either KU Endowment or the University to:
 - a. Replat the Property into a single platted lot;
 - b. Vacate the utility easements along the current shared boundary between Lots 4 and 5 so long as KU Endowment or the University moves any utility lines that may be located within that utility easement; and/or
 - c. Vacate the twenty-five foot wide drainage easement on the southwestern portion of Lot 4 of the Property.
3. Both the County and DCDI understand that KU Endowment is making, and the University is accepting, the transfer of the Property, in reliance upon the statements of the County and DCDI set forth in this Statement of Consent.

DCDI:

DECLARANT:

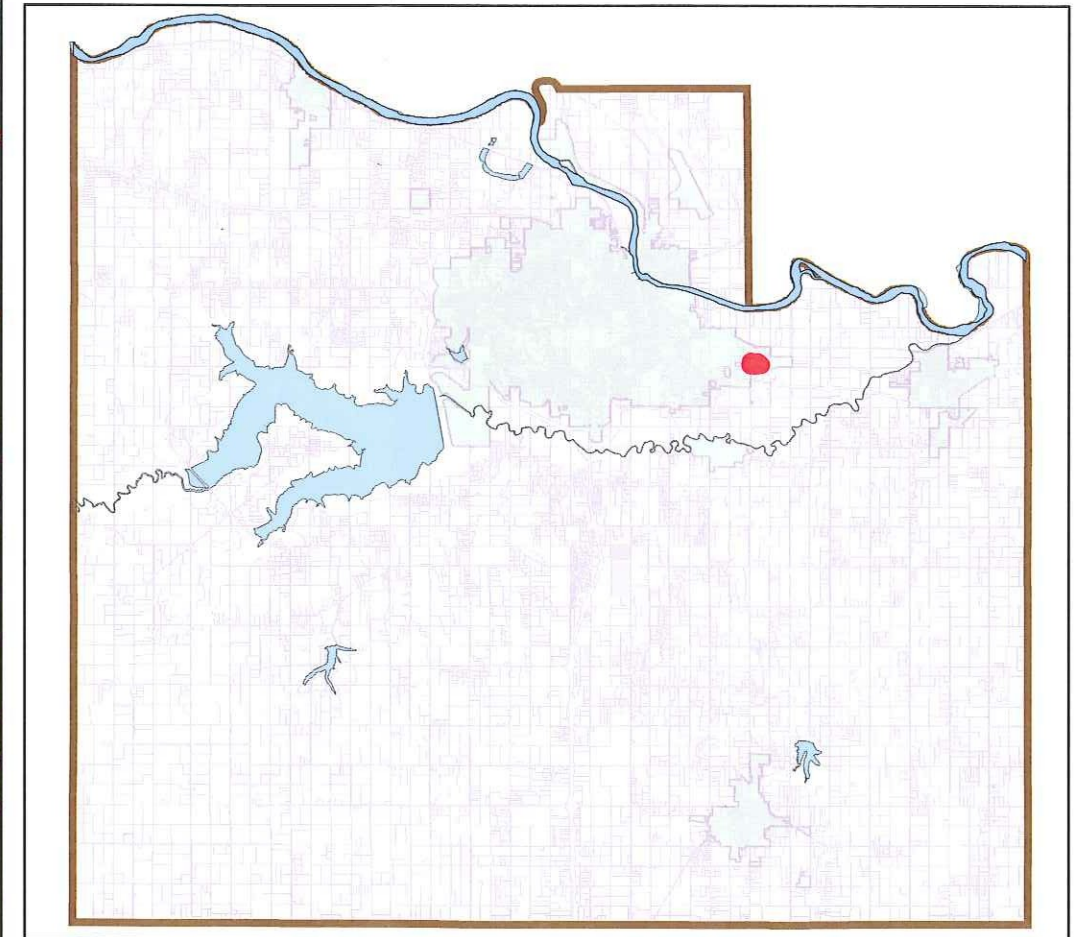
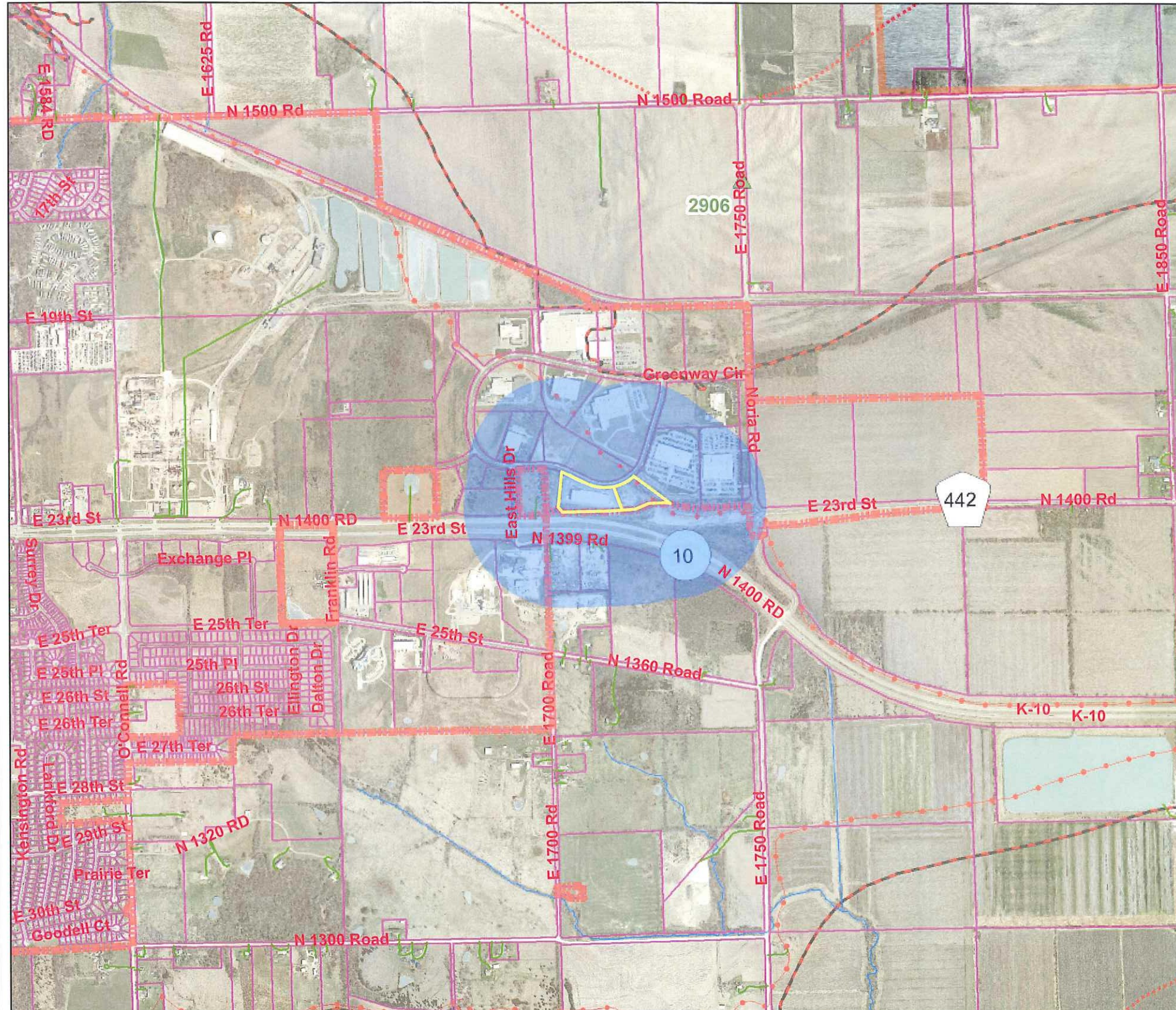
DOUGLAS COUNTY DEVELOPMENT, INC.
a Kansas non profit corporation

BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS
COUNTY, KANSAS


By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Kansas University Endowment Association



KU Endowment Association

 KU_Endowment_Association

This map was produced by Douglas County GIS.
It is for reference only and is not intended for conveyances, nor is it a legal survey.

Thursday, September 16, 2010 11:12:47 AM
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Memorandum

City of Lawrence

Planning & Development Services

TO: Board of County Commissioners

FROM: Mary Miller, Planner

CC: Craig Weinaug, County Administrator

Date: For Sept 22, 2010 meeting

RE: Signatures on agreements required with Certificates of Survey and Final Plats

The Temporary Set Aside Agreement and Cross Access Easement for The Dwyer Certificate of Survey were placed on the Commission's June 4, 2008 agenda for signatures. During the consideration of these agreements, the Commission directed Staff to develop a process permitting the County Administrator to sign Temporary Set Aside Agreements and Cross Access Easements administratively on the Commission's behalf. A copy of the minutes from that meeting is attached with this memo.

Two Certificates of Survey and a Final Plat within the UGA have been approved administratively; however, several agreements which need the signature of the County Commission Chair are required prior to recording of these items with the Register of Deeds. These agreements are as follows:

1. Temporary Set Aside Agreement (both the Certificates of Survey and the Final Plat)
2. Cross-Access Easement (Certificates of Survey)
3. Water Connection Agreement (Final Plat)

Action requested:

- The agreements associated with the PINES International Plat are on tonight's agenda for consideration and signatures.
- The agreements associated with the Certificates of Survey are nearly complete and will be ready for signatures shortly. Staff is requesting guidance as to the future processing of these agreements.

PLANNING 06-04-08

The Board considered the approval of a Temporary Set Aside Agreement and a Cross Access Easement, for Cluster Development. A Certificate of Survey has been approved for the Cluster Development located in the south half of the northeast quarter of Section 33, Township 13 South, Range 19 East, for Gerald Dwyer, property owner of record. The Subdivision Regulations require that certain agreements and easements be dedicated and recorded for Cluster Developments. Mary Miller, Lawrence and Douglas County Metropolitan Planning Department, was present for the discussion.

It was the consensus of the Board that the first 5 or 6 set aside agreements will come before the Board for review and then the rest can be done administratively by the County Administrator.

Rob Phillips, property owner, commented on the lengthy process needed to get to the approval stage to build and also the cost involved in acquiring a Certificate of Survey and a ghost plat.

Jones asked that before this Commission term ends, Miller initiates a discussion on the cost efficiency of acquiring a Certificate of Survey and ghost plat.

Jones moved to approve the Temporary Set Aside Agreement, and for staff to make the adjustment to have the documents signed off administratively. The County Administrator can choose to bring the first few before the Board for review. Motion was seconded by McElhaney and carried unanimously.

Jones moved to approve the Cross Access Easement, and for staff to make the adjustment to have the documents signed off administratively. The County Administrator can choose to bring the first few before the Board for review. Motion was seconded by McElhaney and carried unanimously.

[Above Space Reserved for County Officials]

TEMPORARY SET ASIDE AGREEMENT

THIS TEMPORARY SET ASIDE AGREEMENT (this "**Agreement**") is made and entered into effective the ____ day of _____, 20____ (the "**Effective Date**"), by and between _____, having an address of _____ ("**Owner**"), and Douglas County Kansas, having an address of 1100 Massachusetts Street, Lawrence, Kansas 66044 ("**Beneficiary**").

RECITALS

WHEREAS, Owner is the record owner of certain real property located in Douglas County, Kansas (the "**Property**"), legally described in **Exhibit A** attached to and, by reference, made a part hereof;

WHEREAS, a portion of the Property, as shown in the map or schematic attached hereto as **Exhibit B** and, by reference, made a part hereof (the "**Protected Property**"), possesses a **historical site**, as identified in Section 20-810(j)(2) of the Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County, Kansas;

WHEREAS, the specific attributes of the **historical site** to be protected under this Agreement (collectively referred to as the "**Historic Values**" which are noted in Exhibit C) shall be shown on the approved plat of the Property which includes the protected property;

WHEREAS, it is desired that the Historic Values of the Protected Property be preserved and maintained by imposing certain limitations on the permitted use of the Protected Property, all in accordance with the terms and provisions of this Agreement.

AGREEMENT

Pursuant to Section 20-810(j) of the **Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County** standards governing non-residential subdivisions in the unincorporated area of Douglas County, Kansas, Owner and Beneficiary hereby enter into this Agreement to protect and preserve the Historic Values of the Protected Property as follows:

1. **PURPOSE.**

The purpose of this Agreement is to protect and preserve the Historic Values of the Protected Property to the extent reasonably possible, while allowing Owner to use the Protected Property.

This Agreement will impose certain use restrictions upon the Protected Property following the Effective Date of this Agreement, until the expiration or sooner termination of this Agreement. The use restrictions set forth in this Agreement shall be and are hereby limited solely to the Protected Property, and nothing herein shall affect the Owner's use of the remaining portion of the Property.

In order to make more certain the full extent of Owner's obligations and the restrictions on the Protected Property, and in order to document the nature and condition of the Protected Property, a list of character-defining materials and features is incorporated as Exhibit "C" at the end of this agreement. To complement Exhibit "C", a photographic record, including photographer's affidavit and a keyed location map, is attached. The Owner agrees that the nature and condition of the Property on the date of execution of this agreement is accurately documented by the description and photographic record, which shall be maintained for the life of this agreement.

2. OWNER'S RESERVED/PERMITTED RIGHTS.

Owner reserves exclusively to Owner, and to Owner's successors and assigns, all rights, title and interests accruing from ownership of the Protected Property, including the right to engage in or permit others to engage in, uses of the Protected Property that are consistent with the purpose of this Agreement. Without limiting the generality of the foregoing, and by way of example and not limitation, the following rights are hereby expressly reserved by Owner following the Effective Date of this Agreement:

2.01. Conveyance. Owner may deed, transfer, dedicate, sell, give, mortgage, pledge, lease or otherwise convey rights in the Protected Property, provided that any such conveyance shall be subject to the terms and provisions of this Agreement.

2.02. Educational Use. Owner may, in Owner's sole and absolute discretion and without obligation, make the Protected Property accessible to the public to enjoy the Historic Values of the Protected Property.

2.03. Activities. It is anticipated that Owner, and Owner's licensees, invitees, and tenants, will engage in activities on the Protected Property, as expressly provided for in this Agreement.

3. OWNER'S REQUIRED OBLIGATIONS

3.01. Maintenance of the Protected Property. The Protected Property shall receive by the Owner reasonable care, maintenance and upkeep appropriate for its protection, preservation and perpetuation in accordance with the Standards. For purposes of this Agreement, Owner's intended use of the Property, including the Protected Property, shall consist primarily of further 'Light Industrial' business uses within the existing rural setting. Maintenance or structural improvements of the Property prior to the Effective Date of this Agreement, by Owner or Owner's predecessors, shall not be affected by this Agreement.

3.02. Any change of use of the Protected Property shall require site plan approval and compliance with the Zoning Regulations.

4. RESTRICTIONS ON ACTIVITIES THAT WOULD AFFECT HISTORICALLY SIGNIFICANT COMPONENTS OF THE PROPERTY. Except as expressly provided in this Agreement any activity on, or use of, the Protected Property inconsistent with the purpose of this Agreement and preservation of the Historic Values of the Protected Property is prohibited. Without limiting the generality of the foregoing, Owner agrees as follows:

4.01. The Owner agrees that no construction, alteration, or remodeling shall be undertaken or

permitted to be undertaken on the Protected Property which would affect the Historic Values identified in Exhibit "C", exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the **Beneficiary** affirming that such construction, alteration or remodeling will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the Standards")

5. BENEFICIARY'S REMEDIES.

5.01. Notice of Violation; Corrective Action. If Beneficiary determines that a violation of the terms of this Agreement has occurred or is threatened, Beneficiary shall give written notice to Owner of the alleged violation and demand corrective action sufficient to cure the violation.

5.02. Injunctive Relief. If Owner fails to cure the violation within 30 days after receipt of notice thereof from Beneficiary, or fails to commence curing such violation within the 30 day period, if such sure cannot reasonably be cured within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement or to enjoin the violation. Notwithstanding the 30 day notice required above, if Beneficiary reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Beneficiary may pursue its remedies under this Agreement, including but not limited to injunctive relief, without prior notice to Owner. The remedies described herein shall be in addition to all remedies now or hereafter existing at law or in equity.

5.03. Waivers. No delay or omission by a Beneficiary in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver. Owner hereby waives any defense of laches, estoppel, or prescription.

6. ACCESS. No license, easement, or other right of physical access by the general public to any portion of the Property or the Protected Property is conveyed by this Agreement.

7. COSTS, LIABILITIES, AND CONTROL.

7.01. Costs, Legal Requirements, and Liabilities. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to Ownership, operation, upkeep, and maintenance of the Protected Property.

7.02. Control. Nothing in this Agreement shall be construed as creating any right or ability in Beneficiary to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Owner's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of any applicable environmental law.

8. AMENDMENT. If circumstances arise under which an amendment to or modification of this Agreement is advisable or necessary, Owner and Beneficiary are free to jointly amend this Agreement, but any such amendment must be in writing and signed by both parties. Any such amendment shall be recorded in the Office of the Register of Deeds of Douglas County, Kansas.

9. NOTICES. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner: PINES International Inc
Attn: Ronald L. Seibold
1992 E 1400 Road
Lawrence, KS 66044

To Beneficiary: Douglas County, Kansas
Attn: County Administrator
1100 Massachusetts St.
Lawrence, KS 66044

or to such other address as any party from time to time shall designate by written notice to the other.

10. **RECORDATION.** Planning Staff, at Owner's expense, shall record this instrument in timely fashion in the Office of the Douglas County, Kansas Register of Deeds.
11. **COVENANT RUNNING WITH THE LAND.** Subject to termination or expiration of this Agreement according to its terms, the covenants, terms, conditions, and restrictions of this Agreement shall constitute a covenant and equitable servitude running with the land and be binding upon Owner and Owner's personal representatives, heirs, successors and assigns, and inure to the benefit of Beneficiary and their respective successors and assigns. The terms "Owner" and "Beneficiary," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Owner and his personal representatives, heirs, successors, and assigns, and the above-named Beneficiary and its successors and assigns. A party's rights, obligations, and liabilities under this Agreement terminate upon transfer of the party's interest in this Agreement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
12. **GENERAL PROVISIONS.**
 - 12.01 **Controlling Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Kansas.
 - 12.02 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Agreement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 7 of this Agreement.
13. **TERMINATION.** If Owner elects to rezone the Protected Property to an Agricultural District, then this Agreement shall terminate automatically, effective on the date such rezoning resolution is published in accordance with Kansas law. In addition, if Beneficiary's Subdivision Regulations are amended in the future such that this Agreement would not have been necessary to approve a plat involving the Protected Property had the application for approval been made after the effective date of the amendment, either party hereto may terminate this Agreement upon written notice to the other. In the event of a termination of this Agreement, the parties agree to sign an instrument identifying the termination and record it with the Office of the Douglas County, Kansas Register of Deeds.

14. EXPIRATION OF AGREEMENT. This Agreement shall expire on the date that is 2 years after the date that the Protected Property is annexed into the jurisdictional boundaries of any municipal city unless further action is taken by either the City or property owner to secure its continuance.

IN WITNESS WHEREOF, Owner and Beneficiary have executed this Agreement as of the day and year first above written.

Owner:

PINES International Inc

A Kansas corporation

By: _____

Ronald L Seibold

Beneficiary:

Douglas County, Kansas

By: _____

Nancy Thellman

Title: Chair of Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Counselor

The City of Lawrence, Kansas agrees to serve as the successor Beneficiary upon annexation of the Protected Property into its city limits.

City of Lawrence, Kansas

By: _____

David L Corliss

Title: City Manager

STATE OF KANSAS)

) ss

COUNTY OF DOUGLAS)

)

BE IT REMEMBERED, that on this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ronald L Seibold, Owner of PINES International, Inc. a Kansas corporation, known to me to be the same person(s) who executed the foregoing instrument on behalf of said limited liability company, and duly acknowledged the

execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nancy Thellman, Chair of Board of County Commissioners of Douglas County, Kansas, known to me to be the same person who executed the foregoing instrument on behalf of Douglas County, Kansas, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

STATE OF KANSAS)
) ss
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David L Corliss, City Manager of the City of Lawrence, Kansas, known to me to be the same person who executed the foregoing instrument as a Beneficiary, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Map of Protected Property (Conceptual Site Plan)
- C. HistoricValues of Protected Property

EXHIBIT A

Legal Description of Property

EXHIBIT A

Legal Description of Property

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°00'51" WEST, ALONG EAST LINE OF SAID SECTION 316.52 FEET; THENCE NORTH 89°49'03" WEST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°49'03" WEST, 170.87 FEET, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 53°47'14" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 453.10 FEET; THENCE SOUTH 89°49'03" EAST PARALLEL TO THE NORTH SECTION LINE OF SAID SECTION, 536.51 FEET; THENCE SOUTH 00°00'51" WEST 266.52 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 2.164 ACRES MORE OF LESS.

EXHIBIT B

Map of Protected Property (Conceptual Site Plan)

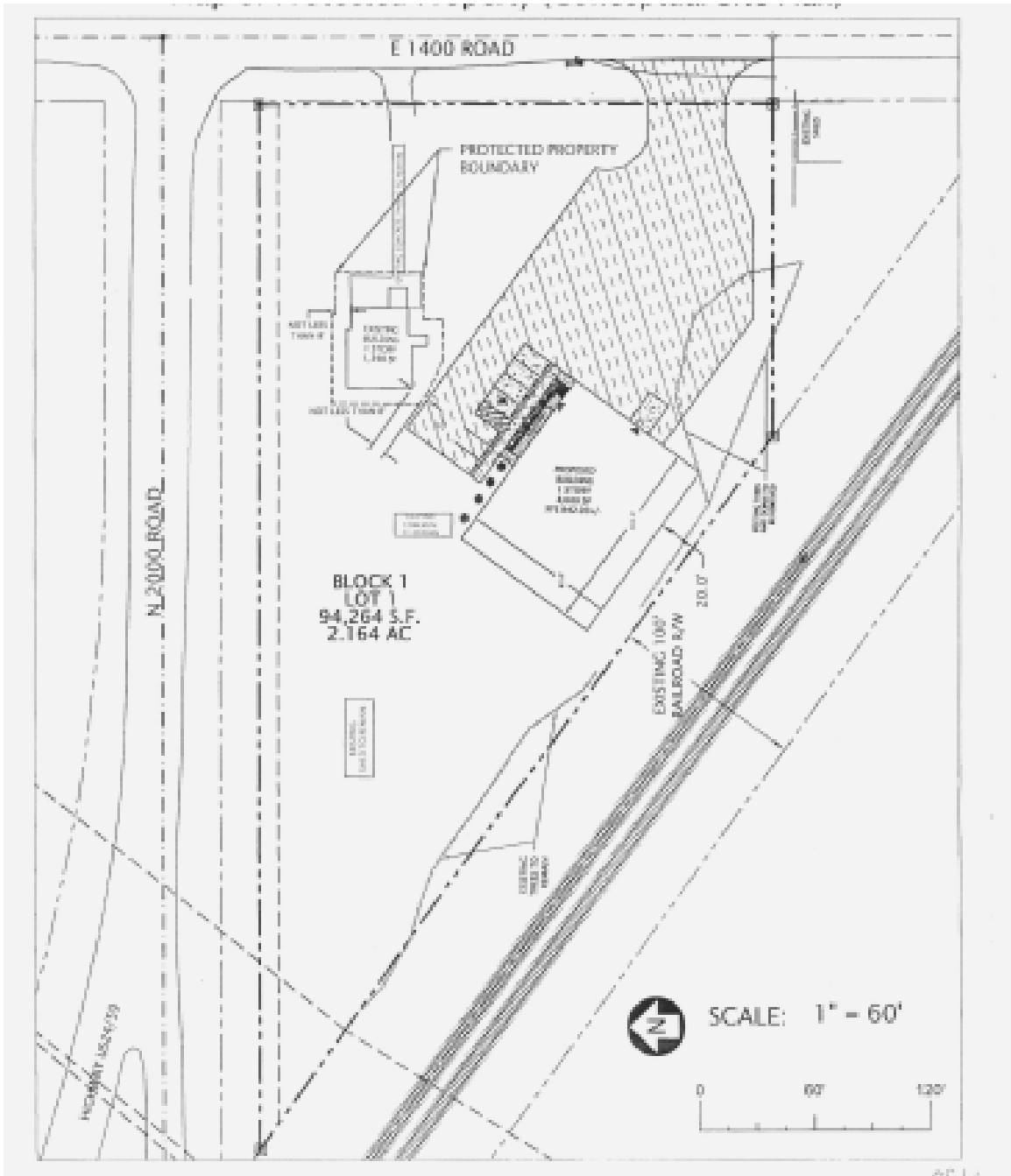


EXHIBIT C

Conservation Values of Protected Property

Historic Values on the Protected Property are described as follows:

1. The Structure was a School for School District No. 62 in Douglas County
2. The Structure is significant to the history of Douglas County, Kansas, in the areas of Architecture, Community Planning and Development and Education.
3. The following are significant architectural elements of the Protected Property that are character-defining materials and features that should be maintained and preserved in accordance with The Secretary of the Interior's *Standards for the Treatment of Historic Properties*:
 - A. Wood lap siding
 - B. Original wood windows
 - C. Wood shingles in gabled ends
 - D. Exterior wood doors
 - E. Brick chimney
 - F. Serlian motif in gabled ends (east, north, and south elevations)
 - G. Existing glazing in Serlian motif on east and south elevations (glazing in the Serlian motif on the north elevation has been back boarded because of missing glass)
 - H. Decorative wood detail on gables.



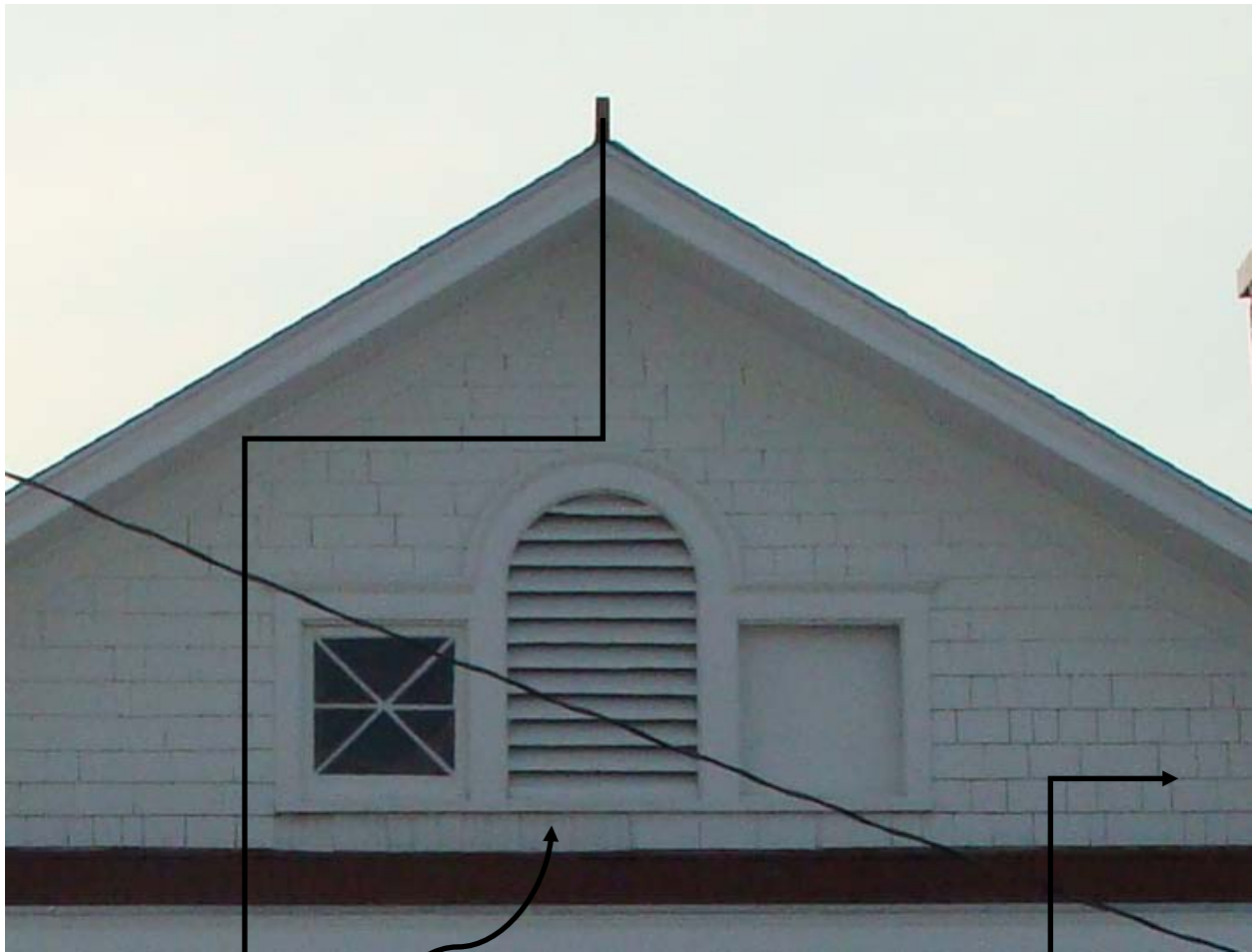
East Elevation



West Elevation



North Elevation



Wood shingles in gabled end
Serlian motif in gabled end
Decorative wood detail on gable

WATER CONNECTION AGREEMENT

This Water Connection Agreement (this "Agreement" is made and entered into this ____ day of _____, 2010 by and between the _____ (the "Governing Body") and PINES International, Inc. (the "Developer").

RECITALS

WHEREAS, the Developer owns certain real estate in the unincorporated area of Douglas County, Kansas which real estate is legally described in the attached EXHIBIT A (the "Real Estate").

WHEREAS, the Developer desires to plat the Real Estate as a subdivision, which subdivision is to be known as Pines International Addition (the "Subdivision") consisting of one lot suitable for non-residential construction.

WHEREAS, Section 20-811(e)(2) of the Subdivision Regulations for Lawrence and the Unincorporated Areas of Douglas County, KS (Section 12-111(e)(2) of the County Code) which is applicable to the Subdivision, states as follows:

"Upon Plat approval for land located within the City of Lawrence or Lawrence's Urban Growth Area, the Subdivider must sign an agreement to connect to a Municipal Water system when Public Water lines are within 1,000 feet of any planned Improvements on the property and such connection is feasible."

WHEREAS, this Agreement is entered into to satisfy the foregoing Section of the Subdivision Regulations.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Connection. The Developer will connect to a municipal water system when public water lines are within 1000 feet of any planned improvements on the Real Estate, and such connection is feasible.
2. Recording to Provide Notice to Third Parties. This Agreement shall be recorded in the office of the Douglas County Register of Deeds in connection with the recording of the final plat for the Subdivision. By recording this Agreement, the parties intend to provide notice to all future owners, mortgages, other persons interested in the Real Estate, the Subdivision, or any Lot therein, of the provisions of this Agreement. All prospective owners or mortgagees of any Lot or other person contemplating acquiring any interest in all or any part of the Real Estate are hereby advised to investigate the availability of municipal water supply prior to closing on or taking any irrevocable action with respect to any such acquisition. In the event the Developer fails to connect the Real Estate to a municipal water system in accordance with Section 1, any person acquiring an interest in any Lot within the Subdivision may be required to do so.

3. Termination. In the event that the Governing Body, by final action, rejects Developer's application to rezone the Real Estate and/or the Developer is not permitted to file the final Subdivision plat, and/or any requests of the Developer are rejected such that Developer or its assigns abandons Developer's plans to subdivide and plat the Real Estate, then this Agreement shall terminate and the obligations of the parties hereunder shall become null and void.
4. Covenants Running with the Land. This Agreement shall run with the land, be binding upon Developer, all future owners, mortgagees, or others having an interest in any Lot within the Subdivision, and their respective successors and assigns.
5. Captions. The captions contained in this Agreement are for convenience only, and are not part of this Agreement, and are not intended in any way to omit or enlarge the terms and provisions of this Agreement.
6. Effective Date. This Agreement shall take effect upon the date fully executed by both parties and the filing of the final Subdivision plat with the Douglas county Register of Deeds; (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the Effective Date:

DEVELOPER:

PINES International, Inc.

By: _____

Printed Name: Ronald L. Seibold

Title: Owner

GOVERNING BODY:

By: _____

Printed Name: _____

Title: _____

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO before me this ____ day of _____ 2010 by Ronald L. Seibold, Owner, Pines International, Inc. (Developer) who is personally known to me to be the same person who executed the within instrument and such person duly acknowledged the execution of the same.

Notary Public
My appointment expires: _____

STATE OF KANSAS)
)
COUNTY OF DOUGLAS)

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO before me this ____ day of _____ 2010 by _____, the _____ of _____ (Governing Body), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Governing Body and such person duly acknowledged the execution of the same to be the act and deed of said Governing Body.

Notary Public
My appointment expires: _____

EXHIBIT A

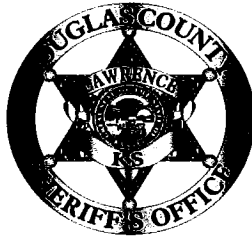
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 00°00'51" WEST ALONG THE EAST LINE OF SAID QUARTER SECTION 316.52 FEET; THENCE NORTH 89°49'03" WEST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°49'03" WEST, 170.87 FEET, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 53°47'14" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 453.10 FEET; THENCE SOUTH 89°49'03" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF KANSAS DEPARTMENT OF TRANSPORTATION HIGHWAY 24/59, PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION, 536.51 FEET; THENCE SOUTH 00°00'51" WEST 266.52 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 2.164 ACRES MORE OF LESS.

OFFICE OF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168



THE SHERIFF

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern 

Date: September 8th, 2010

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase two 2011 Ford Taurus' to replace two vehicles which are older high mileage vehicles. Available budget funds will be used to cover the cost of this vehicle.

The Sheriff's Office has obtained two bids from automobile dealers to replace the vehicles. Shawnee Mission Ford, who participates in the regional cooperative bidding process, submitted a bid of \$19,503.00 per vehicle. Laird Noller Ford, a local dealer located in Douglas County, submitted a bid of \$19,503.00. Laird Noller's bid is equal to the bid of Shawnee Mission Ford.

Given today's challenging economic climate and the difficulties facing many local businesses, the Sheriff's Office would like to purchase this vehicle from Laird Noller Ford, a local, Douglas County business. The Sheriff's Office believes it is important to support local business when the opportunity presents itself.

Attached you will find copies of the bids submitted by both dealers. I will be available to answer any questions you may have.

Attachments

Item No. 11

Type: FULL SIZE SEDAN
(104.0 cu. ft. minimum) Passenger Volume, Front Wheel Drive

Model Year 2010

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE		PRICE
		MFG'S CODE	MEETS SPEC	
Make Equal To	Taurus, Impala	TAURUS	YES	
Body Style	4 door sedan	P2D	YES	
Model Order No.	Specify	P2D	YES	
Engine	6 cylinder, 2.7 liter mln.	3.5L 99W	YES	
Transmission	Automatic, 4 speed with overdrive	6 SPD AUTO 44J	YES	
Air Bag	Driver & Passenger Side	STD	YES	
Air Conditioning	Factory installed, increased cooling with heavy duty fan	STD	YES	
Alternator	Beat grade avail. State amp.	150	YES	
Arm Rests	Left & right sides, front & rear	STD	YES	
Auxiliary Outlet	12 volt, Factory installed	STD	YES	
Battery	Heavy duty, maint. free, supply largest CCA available, state size	640	YES	
Brakes	Anti-Lock Braking System (ABS)	STD	YES	
Cooling System	Standard with coolant recovery system and temp. modulated fan	STD	YES	
Defroster	Rear window, factory installed	STD	YES	
Door Locks	Power, all doors, factory installed	STD	YES	
Floor Covering	Carpet front & rear	STD	YES	
Floor Mats	Front and Rear	STD	YES	
Glass	Tinted, all windows	SOLAR	YES	
Horsepower	Please State	263	YES	
Mirrors	Inside: day/night	STD	YES	
	Outside: remote control both sides	STD	YES	
Paint	Mfg. standard - provide color charts	www.fleet.ford.com	YES	
Radio	AM/FM, factory installed	AM / FM CD	YES	
Seats	Cloth, front split, State	Cloth Bucket 7S	YES	
Spare Tire	Standard for model bid	MIN	YES	
Steering	Power	STD	YES	
Steering Wheel	Tilt & Cruise- Factory installed	STD	YES	
Sun Visors	Dual	STD	YES	
Suspension	Standard for model bid	STD	YES	
Tires	Radial, all season, 4 each	P235/60TR17	YES	
Warranty	Attach all manufacturer standard	INC	YES	
Windows	Power, all windows, factory installed	STD	YES	
Wipers	Intermittent	STD	YES	
CUT OFF DATES TO ORDER				
	3/12/2010	TOTAL STANDARD VEHICLE	P2D	\$19,503
OPTIONAL EQUIPMENT				
Air Bags	Side or Roof Rail (state)	STD		\$
Alarm System	Describe	OMEGA / WITH REMOTE START		\$375 / \$525
Alternative Fuel		N/A		\$
				\$
	AMOUNT OF TAX CREDIT PROVIDED	N/A		\$
Column Shift	Column shift; describe	N/A		\$
Daytime Running Lights		942		\$50
Diagnostic Software & Cabling		N/A		\$
	Engine	N/A		\$
	Transmission	N/A		\$
	ABS Brakes	N/A		\$
	Electrical System	N/A		\$
		N/A		\$
	Body Module	N/A		\$

Engines	List all available	N/A	\$
			\$
Floor Mats	Rubber/Vinyl	97M	\$75
Heated Mirrors		N/A	\$
Light	Auxiliary Interior	N/A	\$
Item No. 11	Type: FULL SIZE SEDAN		Model Year 2010
	(104.0 cu. ft. minimum) Passenger Volume, Front Wheel Drive		

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MANUFACTURER'S CODE	PRICE
	OPTIONAL EQUIPMENT (con't)		
Keys	3 Identical keys per vehicle	SMF ALL IN ONE KEY / CHIP KEY	\$135 / \$30
Manuals	Service manuals	HELM	\$200
Paint	Other than mfg. standard	N/A	\$
	Minimum order requirement		\$
Post-Traction	Factory installed	Advance trac w/ esc	\$STD
Power Outlets		STD	\$
Perferred Option Pkg	LE,SLE, or equivalent. List features	P2E SEL 200A	\$2,000
			\$
Rust Proofing	Ziebart or Mlmg - State:	D1	\$350
	Certificate required		\$
	Bidder must state brand & warranty		\$
Seats	Bench, front	N/A	\$
Spare Tire	Full size	N/A	\$
Temporary Tag		SMF	\$3
Trailer/Tow Pkg.	Factory installed, state what is included	N/A	\$
Trunk Opener	Trunk release within driver's reach	STD	\$
Extended Warranty	State:	SEE ATTACHMENT	\$
	CARGO ORGANIZER	97C	\$160
	SYNC	201A INC SEL	\$2,700
	LEATHER	200A N INC SEL	\$3,395
	AWD	P2H 200A INC SEL	\$3,850
	OPTION DELETE FROM STANDARD		
	Door Locks - Power, all doors, factory installed	N/A	\$
	Floor Mats - Front & Rear	N/A	\$
	OnStar	N/A	\$
	Radio	N/A	\$
	Windows - Power, factory installed	N/A	\$

LAIRD NOLLER AUTOMOTIVE, INC

935 W. 23RD ST
PO Box 38
Lawrence, KS 66046

(785)843-3500
800-281-1105

fax: 785-843-4056

email: dschmidt@lairdnoller.com

DATE: ~~9-2-10~~ 9-3-10

Company: DE C. SHERIFF'S DEPT

Attention: DOUG WOODS

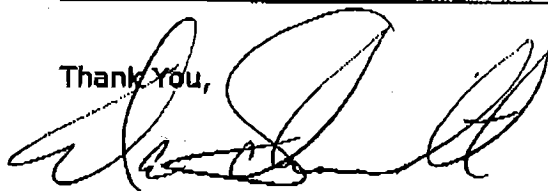
Fax No: 830-1085

Number of pages: 2 including this cover sheet.

MESSAGE

LAIRD NOLLER AUTOMOTIVE
WILL DELIVER TWO (2) 2011
TAURUS'S EQUIPPED AS
ATTACHED (ANY AVAILABLE EXTERIOR
& INTERIOR COLOR MAY BE SELECTED)
FOR \$19,503.00 EACH. TOTAL
FOR TWO IS \$39,006.00.

Thank you,



Dan Schmidt
Fleet & Lease Manager

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation of Bid Awards for Food Contract

DATE: September 3, 2010

The attached table tabulates the bids received for food products for the Jail and Youth Services. Our bid included the following categories: produce, dairy, meat, bread, dry goods, frozen goods, and kosher items. Approximately 178,000 meals were prepared this past year, and our average cost per meal was \$1.11.

Due to the volatile food market, our contract(s) are established as a cost plus contact. Vendors were asked to provide their supplier's cost (based on a particular week), a fixed percentage mark-up, and their final cost (supplier's cost plus mark-up) on 117 items. The items for each category were selected based on higher volume and higher cost items. Bids were evaluated as follows:

- 1) Identifying the lowest and best bid for each category.
- 2) Identifying the lowest and best bid for all 117 items (entire bid).

The percentage provided in the table represents the mark-up from their suppliers cost. This percentage would not change during the term of the contract. The estimated monthly cost provided is calculated on the final cost multiplied by our estimated monthly usage. Vendors were given the opportunity to exclude products from their bid, but were asked to provide an alternate product. The number of deviations from our bid specifications is provided in the summary.

As you can see, US Foodservice was the only vendor which submitted all categories. The following were considered in comparing the two apparent low bidders (Anderson Erickson and Roberts Dairy) for the dairy category:

- Both excluded items with no alternates
- Both had calculation errors that either changed their percentage or cost (changes are reflected in the attached table). The Board has the authority to accept or reject their changed bids.

Although U.S. Foodservices submitted their bid for all categories, they are willing to allow the bread and dairy categories be awarded separately. I will be available at the meeting to discuss our recommendation.

RECOMMENDATION: The Board of County Commissioners approves contracts with the following vendors for the categories identified below, and acknowledges and accepts the corrected errors by Anderson Erickson and Roberts Dairy.

US Foodservice	produce, meats, dry goods, frozen goods, kosher
M&M Baking Co.	bread
Anderson Erickson Dairy	dairy

AWARDED ENTIRE CONTRACT							
Vendor	Produce	Meats	Breads	Dairy	Dry Goods	Frozen Goods	Kosher Items
US Foodservice Est. Monthly Cost	10% \$1,218.30	10% \$379.12	10% \$1,181.55	10% \$4,055.42	10% \$3,946.85	10% \$3,091.94	10% \$53.15
Excluded Alternates	0 0	0 0	0 0	0 0	0 0	0 0	4 0
AWARDED PER CATEGORY							
Anderson Erickson Dairy Est. Monthly Cost	No Bid	No Bid	No Bid	*19% & fixed \$3,346.20 <i>(was 15% & fixed)</i>	No Bid	No Bid	No Bid
Excluded Alternates				6 0			
M&M Baking Co.	No Bid	No Bid	Fixed \$1,099.02	No Bid	No Bid	No Bid	No Bid
Excluded Alternates			0 0				
Roberts Dairy Est. Monthly Cost	No Bid	No Bid	No Bid	6-25% *\$3,520.28 <i>(was \$3,216.74)</i>	No Bid	No Bid	No Bid
Excluded Alternates				3 0			

*commissioners approve changes to bid submitted

MEMORANDUM

To : Board of County Commissioners

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

Date : September 9, 2010

Re : Receive Preliminary Alignment Study (Final) for the extension of 31st Street from O'Connell Road (E 1600 Rd) to Route 1057

During the February 24, 2010 meeting, the BOCC was briefed on the referenced concept-phase alignment study for the extension of 31st Street from O'Connell Road (E 1600 Road) to Route 1057. Our consultant, Wilson & Company consulting engineers, has completed the study. Ric Johnson, P.E., Wilson & Company, will present the study and will discuss the study's findings and conclusions and answer questions.

The study lays out a recommended alignment for extended 31st Street from the existing N 1300 Road/O'Connell Road intersection to an intersection with Route 1057 approximately ¼-mile south of K-10 highway. The extended roadway's typical section would be a two-lane divided road (expandable to four lanes) from O'Connell Road to Noria Road (E 1750 Road), and a two-lane undivided road from Noria Road to Route 1057. The study shows permanent right-of-way and easements required to construct the project. The study suggests a phased approach for constructing the road extension along with cost estimates for each phase.

A copy of the study report is attached. Also attached is a copy of my February 17, 2010 memo discussing the history of the study. A copy of the concept-phase plans will be provided to each commissioner. The study report and concept-phase plans will be put on the Douglas County website for public viewing.

Action Required: Receive and discuss the Preliminary Alignment Study (Final) for the extension of 31st Street from O'Connell Road to Route 1057.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

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

MEMORANDUM

To : Board of County Commissioners

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

Date : September 9, 2010

Re : Discussion of alternatives for Lone Star Lake concession building

The concession (or "marina") building at Lone Star Lake has been vacant since after the 2002 summer season. Several building issues were identified after that time to preclude its further use until those issues were remedied. The building was found to be in need of repair or upgrades concerning the following:

- ADA access issues
- Electrical system
- Plumbing
- Existing flooring material (containing asbestos) needs replacing
- Miscellaneous minor structural issues
- Miscellaneous minor mechanical issues

Since the building's closing, there have been several individuals interested in making improvements to the building and operating a concession business. After thoroughly investigating the cost of needed repairs, those individuals chose not to pursue the ventures.

Recently, Kevin Eaton approached the County with a proposal to use the building as a group support venue for receptions and meetings. Mr. Eaton has discussed his proposal with Commissioner Flory and Craig Weinaug. I have not discussed it with him, and am unclear on several details including cost share responsibilities for building improvements. A copy of Mr. Eaton's proposal is attached.

It should be noted that the wooden bathroom just east, and across the road, from the concession building is planned for replacement. The effluent from this facility flows to a grinder pump, which has been problematic in the past. The cost to replace the wooden bathroom with a vault-type bathroom is approximately \$35,000.

MEMORANDUM
September 9, 2010
Page Two

Another possible use for the concession building is to construct men's and women's restroom and shower facilities in the building. This would provide a valuable service to patrons of the swimming beach and the park in general. This department has received a proposal (attached) from one contractor to construct such facilities within approximately 1/3 of the building's floor space at a cost of \$54,000. This construction would alleviate the need to replace the wooden bathroom. The wooden bathroom (and problematic grinder pump) would simply be removed.

There appears to be four alternatives for the BOCC to consider regarding the concession building:

- Accept Kevin Eaton's proposal
- Construct bathroom and shower facilities in the building
- Issue a Request for Proposals from other individuals
- Raze the building

Action Required: Discuss alternatives for the Lone Star Lake concession building, and provide direction as appropriate.

*Rec'd from Craig Weinberg
8/24/2010*

By Kevin Eaton

Preface

I believe the document that I created for the changes to the Marina at Lone Star Lake requires a beginning introduction. I would like to point out some of the methodology present in the document; that will illustrate a justifiable confidence in the numbers and potential for this project.

1. The investment in time and the number of contacts that were generated and engaged on site; including State and County staff members, professionals in all the required conventions from Asbestos Abatement contractors to Landscape Architects to understand the scope for reclaiming this location.
2. The personal awareness of the critical nature of this project by watching over the last thirty- seven years of land ownership; and twenty-two years of raising my family on the lake. The impact and changes on the culture of use that has caused a gradual but continual withering of an original resource to Douglas County.
3. The marketing and use model that has been researched and presented in this document is grounded in a firm understanding of the construction needs and acceptable practices to accomplish the task; and the technical requirement to effectively market the facility using a continually changing tool set and skills.
4. The term tipping point is often over used; however in this context it is quite appropriate. We have reached an area where significant costs will be incurred whether this structure is recovered or destroyed.
5. I also believe that a number of not so obvious benefits are presented by the reclamation of this site. The renewal of a sensitivity that use of this lake is a privilege not to be taken for granted. The increased security that will contribute to changing the current abuses that renders the environment around the facility susceptible to damage and misuse. I believe that there is an underlying sensitivity to where government can be efficient with the resources available. This project can serve as a model of progressive attitudes for doing positive work using outside contributions and efforts.
6. Using the current timeline I still feel that this project could get off the ground with approved site work and still have some marketability by fall to set the stage for arranging a calendar of use through the winter months for next years activities.

Lone Star Lake Marina Future Use Model and Lease Requirements

Market Placement -

I would propose a completely different use model; based on providing a marketing plan directed primarily towards reservations for weekend based catered services utilizing the dock and Marina structures. The scalable niche area that could be provided by this facility has limited competition by other local reception hall and group support venues. The complement of a lake side atmosphere adds a dynamic only provided at very few of the other establishments similar in concept. With the required improvements to renew this facility; all numbers presented are estimates with wide variance based on many undetermined factors.

Approximate preliminary range of patrons accommodated would be 50 – 180

Serviceable Weeks of operation with this model 24 – 32, providing 70 – 80 days

Average Competitive Pricing - many lack the flexibility we could provide.

Range- 800.00 – 1,800.00 dependent on services supplied with rental.

Marketing Plan-

These services would receive advance promotion through Internet and other various on-line and ground based services; this would establish market presence and provide insight to kinds of services that would be requested. This would help construct availability and timeline for these services in a graduated and controllable marketing process this would require a scaled forward approach to any improvements by understanding the timelines and limits to the facilities as they are repaired and mature into this new role.

Preliminary advanced costs: 2000.00 with a years weekly calendar updates.

Site requirements-

Isolating and protecting the location prior to initiating any recovery of the site will be necessary; both physically as well as through advanced public notice and signage.

Focusing first on the lower dock site and making the location safe by removal of original site remnants and correction of erosion prone areas around the Marina with permanent and cosmetic repairs to the currently collapsing retaining wall that present an immediate hazard; failure to correct this location would impair the marketing and viability of the proposed use. This grading and removal would solve multiple safety issues plus adding required commercial space to lower area. This area would have the potential to expand available service area by 60 – 80 patrons.

Reconstruction of area with a Versalock Wall System 30' long 7' high including grading and back fill 14,000 – 16,000

Concrete Slab 2,000 – 4,000

Plantings and Privacy Fencing - 2,000 – 2500

Total estimated site costs - !8,000 – 22,500

Summary of Potential Costs-

Marketing	2,000.
Site Requirements	18,000
Flooring	12,000
General Renovation Costs	44,080
Deck	7,200
Total	83,280
10% Overage	8,328
	91,680

Lease agreement- We will need to come to an accord that allows for the initial front end effort and considerations for the slower than normal economy that are significant challenges for a start-up business. This document will need to have provisions that allows for an extended time to mature this effort 10 years with an additional ten year clause additionally the flexibility to transfer and sub-lease to accommodate the variety of potential clients needs. Verbiage will need to be added that will allow a constant eye forward to accommodate an expandable concept to eventually include the upper campground area to reinstate the permitting and staging area for larger events that could be promoted in the future.

Facility Repairs-

The most recent County Site Assessment detailed in a 2005 report concerning issues and impediment for the Marina structure were primarily those concerning making the site safe from any structural defects and other codes violations that are at best the minimum requirements to accommodate the beginning of the revitalization of this structure. I will follow with a brief summary of the known items with potential remedies that would be acceptable to a lease commitment for this site.

1. Asbestos Containment or Removal - First the point needs to be made that this would need to be accomplished regardless of the outcome on the discussion for renovation or removal of this structure.

Information derived from the conversations with KDHE, and on-site meetings with recommended and certified contractors were directed at the most cost effective solution.

Complete removal costs would run between ten and seven thousand dollars.

Recommendations by KDHE for in- place containment could have a dual purpose by providing containment and new flooring during renovation at a significant savings.

Concrete board, sealed, with quality tile flooring for the 988 sq ft of asbestos would run 10 – 12 dollars installed (Home Depot Estimate 10,000 – 12,000)

KDHE

Scott Bangort Supervisor in the Asbestos and Hazards Waste Abatement Division

Kim Steves Field Inspector for Mr. Bangort's Division

2. Plumbing, Mechanical and Electrical- A legacy of changes and inferior materials and workmanship have left this structure with a wide and expansive series of defects in these areas that have few alternatives except complete replacement except in the area of Mechanical; it appears no great expense would be required other than servicing and a few upgrades. This however is not the case with both Electrical and Plumbing where whole scale changes will be required to accommodate code changes as well as facility layout changes to maximize the effective area. These costs covered in average per sq ft total renovation costs

3. Structural Requirements- Requirements on the upper floor plan with changes in existing non-bearing walls; to accommodate the necessity of an ADA compliant restroom accompanied with the additional load bearing issues associated with the in place asbestos remediation will need assessment to determine placement of lower level walls to provide support and maximize potential commercial space.

Current approximate costs for complete construction would start at 60.00 per sq ft,

Average Remodeling costs 20.00 – 30.00 per sq. ft

Using the lowest qualifying number for upstairs and downstairs less out all flooring costs;
2,204 sq ft – 20.00 per sq ft = 44,080

4. 20' x 12' Cedar Deck- Capitalizing on the available upstairs space to accommodate expected traffic, with additional marketability potential.

240 sq ft – 30.00 = 7,200

Complete Construction of Lawrence

www.completeconstruction.biz

896 E 500 Rd Lawrence, KS 66047

Office 785-748-0006 / Cell 785-766-7702 / Fax 785-748-0666

Lone Star Lake

August 15, 2010

RE: New shower and Bathrooms

Scope of Work:

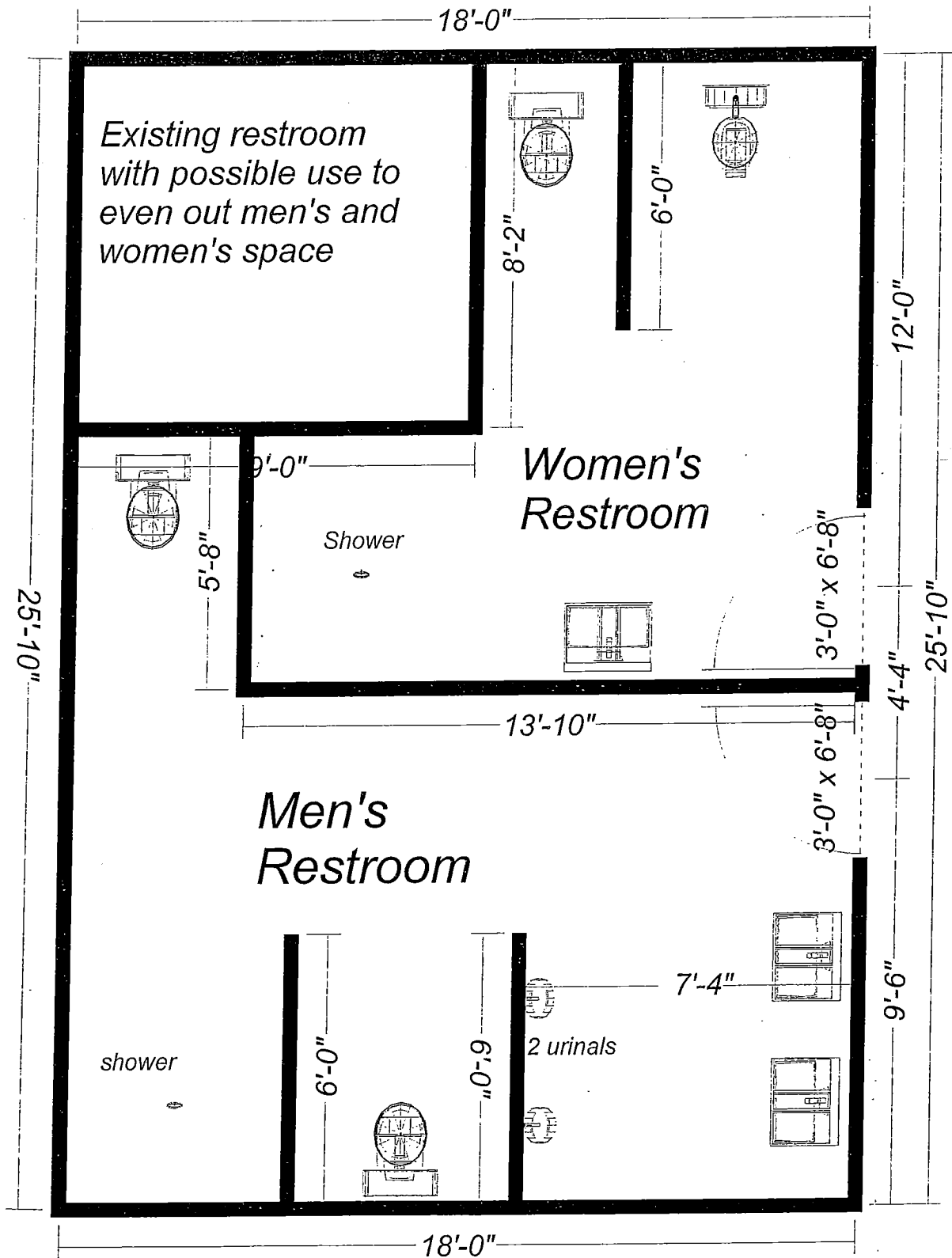
Remove flooring and old kitchen components. Install new sub flooring TG ¾ "Build new walls according to print. Frame and install (2) new steel doors with crash bars and closers. Run new plumbing lines and all new electrical service to improved area. Hang 5/8 fire and water rated sheet rock. Smooth finish and textured ceilings. Install ½" concrete backer board on all floors, Showers, Stalls and walls as needed. Install spray on Epoxy finish on all backer board surfaces. Install stall walls per print. Install Grab bars, Mirrors, soap dispensers, ect.

\$ 54,000.00

All fixtures are bid as porcelain
Includes all ADA compliant fixtures
Shower Curtains
New 50 Gal Water heater.
Includes 2 forced air hand dryers

Work/Materials NOT Included:

New water line if pressure cannot be met with existing line.



* Approx location of sewer & water line into building

Lone Star Marina



250 125 0 250 Feet

Lone Star Marina



60 30 0 60 Feet

Lone Star Marina



60 30 0 60 Feet