

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MAY 28, 2014

4:00 p.m.

-Consider approval of the minutes for April 23 and May 7, 2014

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider granting sanitary sewer easements in Broken Arrow Park to City of Lawrence (Keith Browning)

REGULAR AGENDA

- (2) Consider approval of the low bid from TeamCraft Company to resurface the roof of the Douglas County Correctional Facility (DCCF) in the amount of \$86,621.05 for labor, equipment and materials, and approve waiver of purchasing policy. Once approved, the County will need to pay \$2500 in shipping costs of approximately \$2500 for materials shipped directly to the worksite. (Ken McGovern);
 - (3) Determine roof type for the United Way roof replacement (Jackie Waggoner)
 - (4) Consider approval of a Resolution expressing intent of Commission to consider the creation of a fire district with responsibility for fire protection in a portion of Marion Township, and setting date for public hearing. (Craig Weinaug)
 - (5) Receipt of Natalya Lowther's Request for a fence viewing and appointment of Rick Hird as fence viewer for a fence viewing for Natalya Lowther (Craig Weinaug)
 - (6) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
Douglas County Senior Services Board of Directors – (1) vacancy 04/2014
Fire District 2 (5) positions
Fire District 3 (5) positions
Jayhawk Area Agency on Aging Board of Directors – (2) vacancies
Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies
 - (c) Public Comment
 - (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, JUNE 4, 2014

-Consider a proclamation for "Relay for Life Week" (Betty Parks)

WEDNESDAY, JUNE 11, 2014

WEDNESDAY, JUNE 18, 2014

WEDNESDAY, JUNE 25, 2014

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.



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

Date : May 22, 2014

Re : Consent Agenda approval to grant City of Lawrence sanitary sewer easements
Sanitary sewer force mains in a portion of Broken Arrow Park

The City of Lawrence plans to construct sanitary sewer force mains from Pump Station 10 in the northwest quadrant of 31st St. & Louisiana to the new Waste Water Treatment Facility (WWTF) on the south side of the Wakarusa River near the intersection of N 1175 Road with E 1600 Road. The planned alignment of the force mains includes a portion within Broken Arrow Park. As owner of this property, Douglas County is being asked by the City of Lawrence to grant a permanent sewer easement and temporary construction easements within a portion of the park.

The force mains would be buried a minimum +/- 5 feet below existing grade through the park. There will be an air relief valve assembly that is contained in a concrete structure that will protrude about 8" above grade. This structure will be located close to the south loop of the park access drive. David Sparkes, Maintenance Director, has seen the proposed sanitary sewer layout and has no problems with the installation in the park.

If approved by the BOCC, the attached easement documents should be signed by the Chair. We have reviewed and approved the legal descriptions in the easement documents.

Action Required: Consent Agenda approval for BOCC Chair to sign documents granting to the City of Lawrence a permanent sanitary sewer easement and temporary sanitary sewer construction easements within a portion of Broken Arrow Park. |

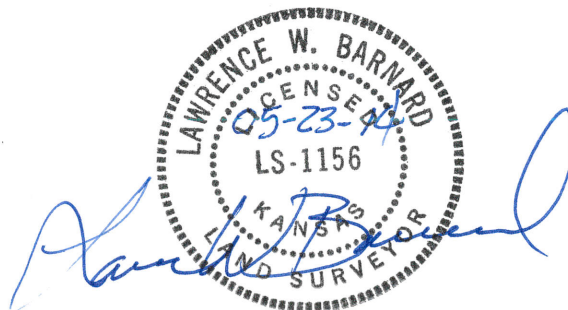
SANITARY SEWER EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grant, sell, convey and deliver unto the City of Lawrence, Kansas, a municipal corporation, a permanent and perpetual Easement for the construction, installation, and maintenance of a SANITARY SEWER LINE, a municipal utility, in, over, under, and across the following described property situated in the City of Lawrence, Douglas County, to-wit:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 545.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 40.72 FEET; THENCE SOUTH 80 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 60.91 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET; THENCE CONTINUING SOUTH 80 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 90.71 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 284.01 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 282.00 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF W. 31ST STREET/N. 1300 ROAD; THENCE CONTINUING SOUTH 01 DEGREE 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 80.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 01 MINUTE 38 SECONDS WEST, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 01 DEGREE 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 80.00 FEET TO SAID EXISTING NORTH RIGHT OF WAY LINE; THENCE CONTINUING NORTH 01 DEGREE 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 264.85 FEET; THENCE NORTH 46 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 255.12 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 69.91 FEET TO SAID EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET; THENCE CONTINUING NORTH 80 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 61.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 0.702 ACRES, MORE OR LESS.



Grantee shall have the right of ingress and egress upon the above described easement for the purpose of maintaining, repairing, or replacing drainage facilities and drainage improvements and for the purpose of maintaining, repairing, or replacing said municipal utilities and otherwise make all uses of said Easement and do all things necessary or proper for the use of said Easement for said public facilities and structures.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANT that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS _____ day of _____, 2014.

**NANCY THELLMAN, CHAIR
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid came **NANCY THELLMAN, CHAIR, BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY**, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

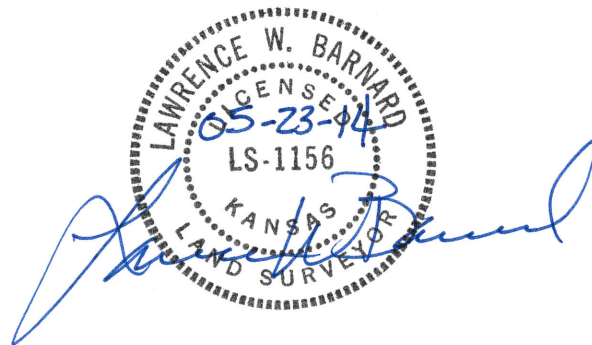
TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a Temporary Construction Easement for the construction of a sanitary sewer line and other appurtenances thereto, and contractor staging and storage areas, in, over, under, and through the following described tracts of real estate situated in Douglas County, Kansas, to-wit:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 380.04 FEET; THENCE NORTH 89 DEGREES 01 MINUTE 15 SECONDS EAST, A DISTANCE OF 64.04 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET AND THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 00 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 154.67 FEET; THENCE SOUTH 80 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 69.91 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 255.12 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 264.84 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF W. 31ST STREET/N. 1300 ROAD; THENCE SOUTH 89 DEGREES 01 MINUTE 38 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY LINE, BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 89.43 FEET; THENCE NORTH 03 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 300.21 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 150.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 1.089 ACRES, MORE OR LESS.



Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall re-seed the area disturbed at the earliest practical time.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or _____, 2014, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

Grantee shall do or cause nothing to be done to interfere with the Grantor's right to access Grantee's remaining property.

THE UNDERSIGNED FURTHER WARRANTS that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS _____ day of _____, 2014.

**NANCY THELLMAN, CHAIR
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid came NANCY THELLMAN, CHAIR, BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

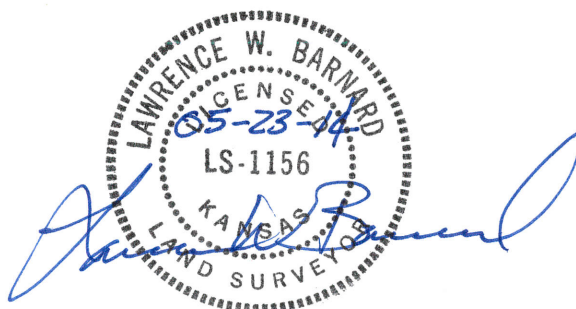
TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a Temporary Construction Easement for the construction of a sanitary sewer line and other appurtenances thereto, and contractor staging and storage areas, in, over, under, and through the following described tracts of real estate situated in Douglas County, Kansas, to-wit:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 865.00 FEET; THENCE NORTH 88 DEGREES 13 MINUTE 35 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 13 MINUTES 35 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 25 SECONDS EAST, A DISTANCE OF 63.28 FEET; THENCE NORTH 86 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 19.98 FEET; THENCE SOUTH 03 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 227.12 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 296.85 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 290.57 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF W. 31ST STREET/N. 1300 ROAD; THENCE SOUTH 89 DEGREES 01 MINUTE 38 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY LINE, BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREE 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 282.00 FEET; THENCE NORTH 46 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 284.01 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 90.71 FEET TO SAID EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET; THENCE NORTH 03 DEGREES 00 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 225.38 FEET; THENCE NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 0.922 ACRES, MORE OR LESS.



Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall re-seed the area disturbed at the earliest practical time.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or _____, 2014, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

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DATED THIS _____ day of _____, 2014.

**NANCY THELLMAN, CHAIR
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid came **NANCY THELLMAN, CHAIR, BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY**, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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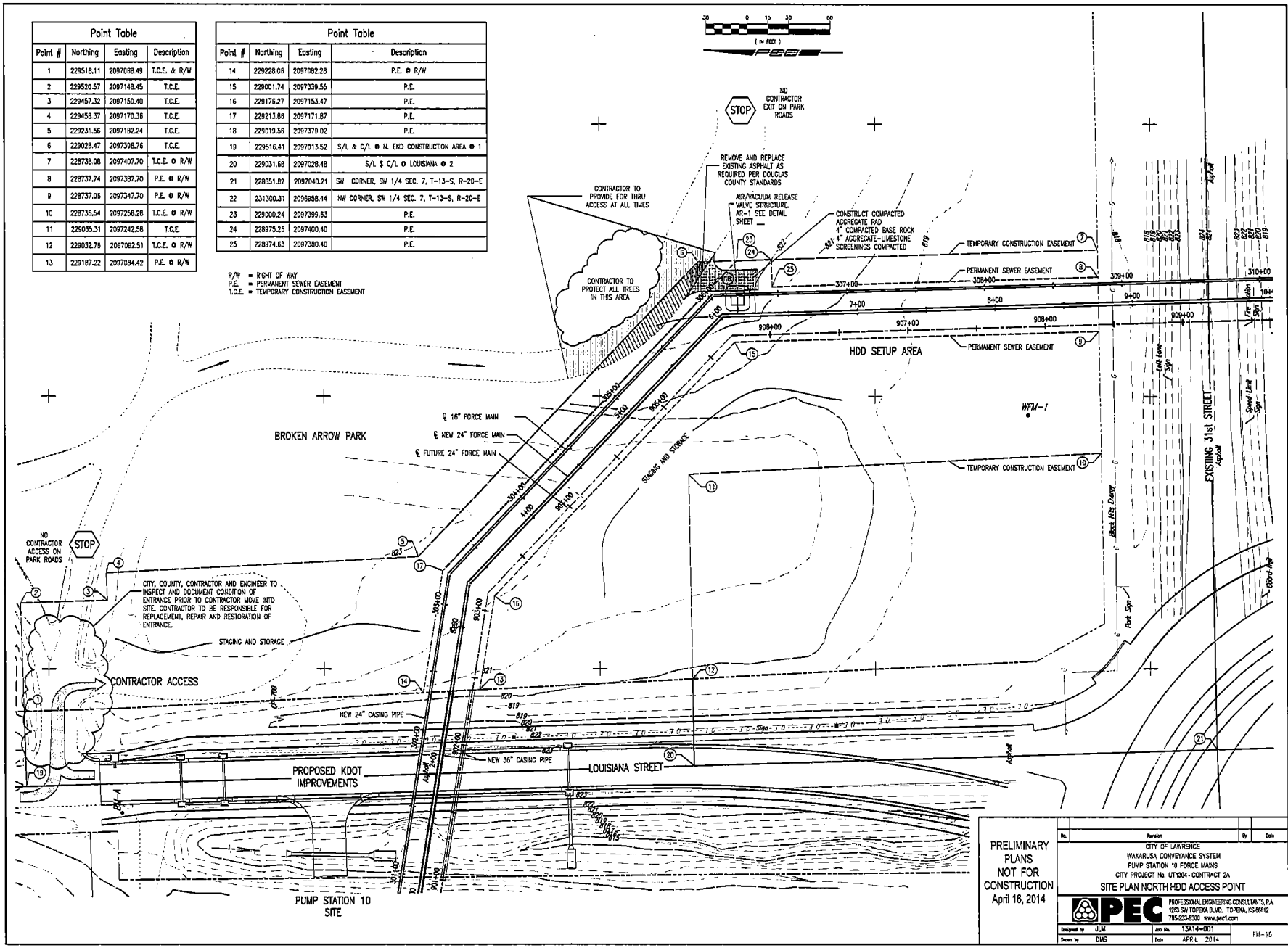
Notary Public

My Commission Expires: _____

Point Table			
Point #	Northing	Eastng	Description
1	229518.11	2097088.49	T.C.E. & R/W
2	229520.57	2097148.45	T.C.E.
3	229457.32	2097150.40	T.C.E.
4	229458.37	2097170.36	T.C.E.
5	229231.56	2097182.24	T.C.E.
6	229208.47	2097398.76	T.C.E.
7	228738.08	2097407.70	T.C.E. & R/W
8	228737.74	2097387.70	P.E. & R/W
9	228737.05	2097347.70	P.E. & R/W
10	228735.54	2097258.28	T.C.E. & R/W
11	229035.31	2097242.58	T.C.E.
12	229032.76	2097092.51	T.C.E. & R/W
13	229187.22	2097084.42	P.E. & R/W

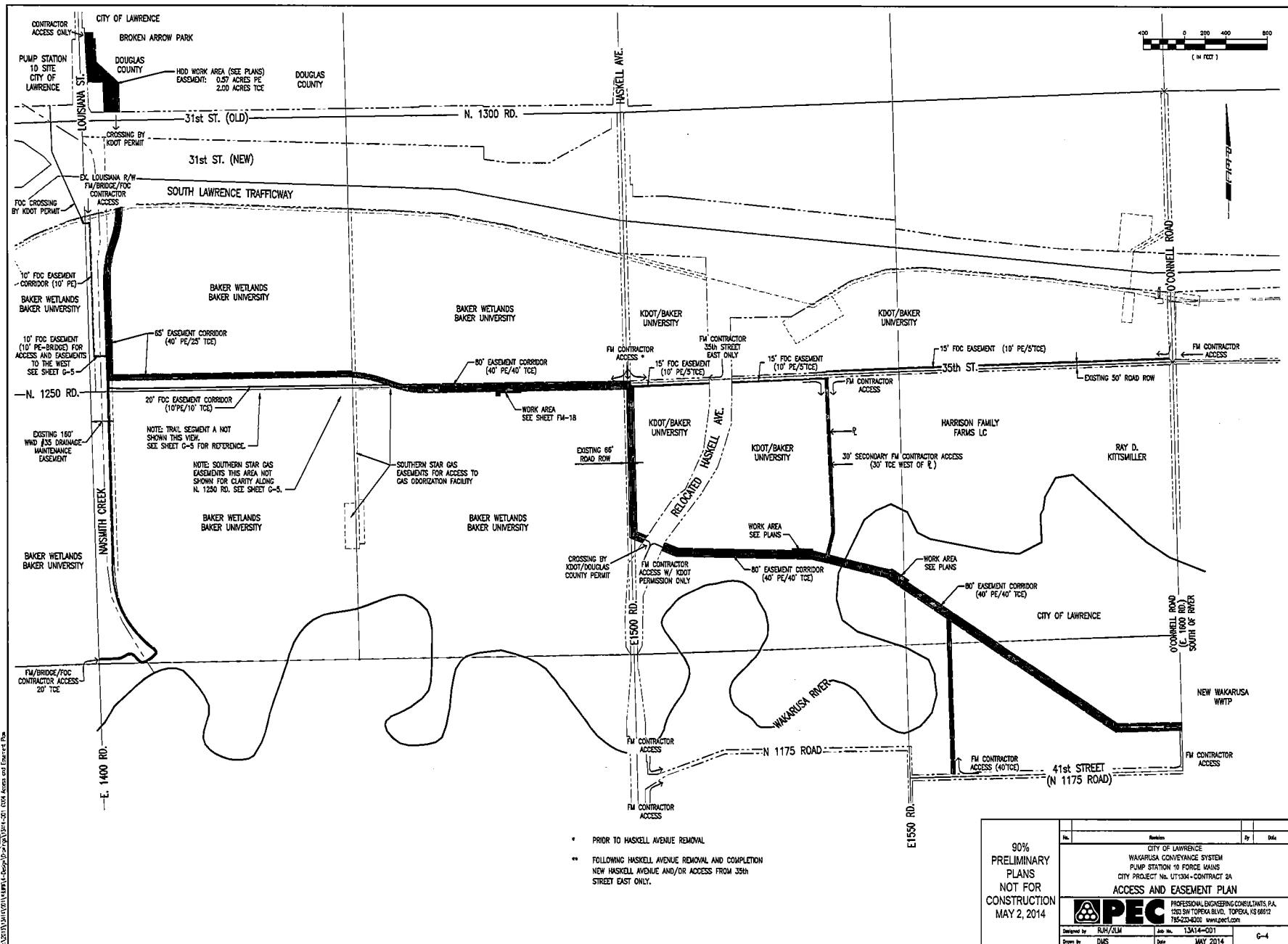
Point Table			
Point #	Northing	Eastng	Description
14	229228.05	2097082.28	P.E. & R/W
15	229001.74	2097339.56	P.E.
16	229176.27	2097153.47	P.E.
17	229213.86	2097171.87	P.E.
18	229019.56	2097379.02	P.E.
19	229516.41	2097013.52	S/L & C/L @ N. END CONSTRUCTION AREA @ 1
20	229031.68	2097028.48	S/L & C/L @ LOUISIANA @ 2
21	228651.82	2097040.21	SW CORNER, SW 1/4 SEC. 7, T-13-S, R-20-E
22	231300.31	2096658.44	NW CORNER, SW 1/4 SEC. 7, T-13-S, R-20-E
23	229000.24	2097399.83	P.E.
24	228875.25	2097400.40	P.E.
25	228974.83	2097380.40	P.E.

R/W = RIGHT OF WAY
P.E. = PERMANENT SEWER EASEMENT
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT



PLAN NO. 13114-001, SHEET 1 OF 1
 PREPARED BY: JLM, APRIL 16, 2014
 CHECKED BY: DMS, APRIL 16, 2014
 DRAWN BY: JLM, APRIL 16, 2014
 PROJECT NO. 13114-001, CONTRACT 2A

PRELIMINARY PLANS NOT FOR CONSTRUCTION April 16, 2014		Revision No. _____ Description _____ Date _____
CITY OF LAWRENCE WAKARUSA CONVEYANCE SYSTEM PUMP STATION 10 FORCE MAINS CITY PROJECT No. 13114-001-CONTRACT 2A SITE PLAN NORTH HDD ACCESS POINT		
		PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 1305 SW TORREDA BLVD., TORREDA, KS 66682 785-242-4332 www.pec.com
Designed by: JLM Drawn by: DMS	Job No.: 13114-001 Date: APRIL 2014	Page: 14 Total: 16



Sheet No. 01 of 01 (11/13/14) of 01 of 01
 CITY OF LAWRENCE, MISSOURI
 1500 Access and Easement Plan

- * PRIOR TO HASKELL AVENUE REMOVAL
- ** FOLLOWING HASKELL AVENUE REMOVAL AND COMPLETION NEW HASKELL AVENUE AND/OR ACCESS FROM 35th STREET EAST ONLY.

90% PRELIMINARY PLANS NOT FOR CONSTRUCTION MAY 2, 2014			
No.	Revision	By	Date
CITY OF LAWRENCE WAKARUSA CONVEYANCE SYSTEM PUMP STATION 10 FORGE MANS CITY PROJECT No. 171584-CONTRACT 2A ACCESS AND EASEMENT PLAN			
		PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOWERS BLVD., TOPERA, KS 66872 785-233-8200 www.pec.com	
Designed by	RJR/ALM	Job No.	13A14-001
Drawn by	DMS	Date	MAY 2, 2014
			G-4

OFFICE OF



THE SHERIFF

James J. Martin, Jr., Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Steve M. Hornberger, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

May 20, 2014

To: Douglas County Board of County Commissioners
Craig Weinaug, Douglas County Administrator
From: Ken McGovern, Sheriff

SUBJECT:

I request authorization to resurface the roof of the Douglas County Correctional Facility ("DCCF"). Vendors were given the opportunity to view the project in question and four bids were received. The bids received were for labor and equipment charges only. Roofing materials needed to complete the job were also estimated by each company; however, those supplies will be purchased directly from the Garland Company which will save Douglas County material markup costs passed on to the County by the bidders. Both County Maintenance Director Dave Sparkes and I recommend the low bidder, TeamCraft Company, be awarded the contract to resurface the roof of the DCCF for a labor, equipment and materials cost of \$86,621.05. Once the contract is approved, the County will also need to pay the shipping costs of approximately \$2,500 to have the materials shipped directly to the work site.

Funds to complete this project have been set aside and are available in Douglas County's capital improvement project budget. Attached please find a copy of the roof bid specifications and the bids and materials list for the four vendors that submitted bids.

Should you have any further questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ken McGovern', written over a horizontal line.

Sheriff Ken McGovern

Attachments

ROOF SPECIFICATIONS

Douglas County Jail

**3601 E. 25th
Lawrence, KS 66046**

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General Instructions To Bidders	4-7
General Conditions	8-10
Roof Top Diagrams	
Detailed Drawings	

Project: 2014 Restoration Project

Bid-date Information:

Due Date: March 12, 2014
Time: 2:00 PM

Return bids to:

Dave Sparks
Douglas County Jail
3601 E. 25th
Lawrence, KS 66046

Start Date: To be determined

Completion Date: 21 days after start date weather permitting

Date: _____

To: Douglas County Jail

Subject: Roof Restoration

Gentlemen:

The undersigned having familiarized himself with the attached Contract Documents, which are as follows: Notice to Bidders, Instructions to Bidders, Proposal, Detailed Specifications, Contract Stipulations, Contract, all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labor, equipment, materials, drayage, tools, supervision, etc., and to complete all said work as herein specified.

1. To provide supervision, labor, non Garland materials, and equipment for roof restoration of Douglas County Jail as described in the Scope of Work.

Lump sum firm price _____ \$

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

The undersigned agrees that if he is the successful bidder, he will enter into a contract with the Lawrence Public School District under all stipulations described in these bid documents.

SIGNATURE: _____

FIRM: _____

INDIVIDUAL: _____

TITLE: _____

*Please staple all pages together and submit in duplicate.

GENERAL INSTRUCTION TO BIDDERS

1. The NOTICE TO BIDDERS along with the following instructions constitute the formal instructions to bidders.

2. Insurance

a) Umbrella Policies

Contractor shall procure and maintain during life of this contract, bodily injury and property damage liability insurance under a comprehensive general form and a comprehensive automobile injury and property damage liability contract. Amounts of such bodily injury and property damage liability shall not be less than (A) bodily injury liability in a minimum amount of \$500,000 for injuries to any one (1) person and in a minimum amount of \$2,000,000 on account of any one (1) accident; (B) property damage insurance in a minimum amount of \$500,000 for damage on account of all accidents other than automobile property damage accidents; and (C) property damage insurance in a minimum amount of \$100,000 on account of any automobile accident. Contractor's comprehensive liability insurance coverage is to include a completed operation insurance for a period of one (1) year after completion of this contract.

b) Workmen's Compensation and Employer's Liability

Contractor shall maintain during life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on project.

c) Statement of Insurance Compliance

Contractor shall furnish Owner a properly signed and notarized statement on his letterhead stating that he has complied with all provisions of this specification relating to insurance coverage and that none of the insurance coverage specified will be canceled or materially altered except after (30) days written notice has been received by Owner. Only exception permitted is that a notarized certificate indicating compliance with completed insurance will not be required until lien waivers and other final papers are submitted.

d) Exchange of Policies

Contractor, by executing statement of insurance compliance acknowledges to the Owner that he has totally complied with coverage requirements of contract documents.

e) Certificate Delivery

The Contractor shall not commence work under the contract until he has obtained all insurance required under these specifications and all insurance has been received by Owner.

3. Start Date

TBD

4. Completion Date

TBD

5. Envelopes

Bids will be mailed or emailed to address provided

6. Bid Opening

Private

7. Questions

Questions regarding this bid can be directed to **Greg Leslie**, The Garland Company, Inc., (816) 260-9999. If the Contractor feels a conflict exists between what is considered good roofing practices and these specifications, he shall state in **writing** all objections prior to submitting quotations. It is the Contractor's responsibility during the course of the work to bring to the attention of the Owner's representative any defective membrane, insulation or deck discovered, where not previously identified.

8. Responsibility of Measurements and Quantities

The bidding Contractor's shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

9. Pre-job Meeting

The pre-job meeting shall be held prior to the start of the project. This meeting shall include the Contractor and the Owner's representative. The condition of the buildings and grounds areas shall be recorded, and the Contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work, and in addition to the conditions noted at the pre-job meeting.

10. Discrepancies and Addendum

Should a bidder find any discrepancies in the drawings and specifications, or should he be in doubt as to their meaning, he shall notify owners representative at once who will send a written addendum to all bidders concerned. Oral instructions or decisions, unless confirmed by addendum, will not be considered valid or binding. All discrepancies must be submitted to owners representative no later than five (5) days prior to the due date. No extras will be authorized because of failure of the Contractor to include work called for in the addendum in his bid.

11. Competency of Bidder

To enable the Owner to evaluate the competency and financial responsibility of the Contractor, the low bidder shall, when requested by Owner, furnish the following information which shall be sworn to under oath by him or by a properly authorized representative of the bidder.

- a) The address and description of the bidder's plant and place of business.
- b) The name and/or articles of co-partnership or incorporation.
- c) Itemized list of equipment available for use on the project.
- d) Contractor will furnish statement upon request of the Owner. Statement is to be valid and

current. The Owner may require that any of the items contained be further verified.

- e) Such additional information as may be required that will satisfy the Owner that the bidder is adequately prepared in technical experience, or otherwise, to fulfill the contract.

12. Disqualification of Bidders

Any one or more of the following causes may be considered sufficient for disqualification of a bidder and the rejection of his bid or bids:

- a) Failure to attend the pre-bid meeting.
- b) Evidence of collusion among bidders.
- c) Lack of responsibility as revealed by either financial, experience or equipment statements as submitted.
- d) Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
- e) Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- f) Being in arrears on existing contracts, litigation with an Owner, or having defaulted on a previous contract.

13. Sub-Contractors

The contractor shall submit in writing the names and places of business of all sub-contractors. The standing and ability of the Contractor and subcontractors will be taken into consideration and agreed upon before awarding the contract.

14. Payment

- a) When the job is in progress, the Owner agrees to pay upon request of the Contractor, ninety percent (90%) of the total contract price equivalent to the percentage of work completed at that time.
- b) Such payment shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- c) Final payment shall be withheld until provisions of the specifications are met, including all necessary clean up, and the Owner receives written verification of completion.

15. Waiver of Lien

Partial waiver of lien from major material suppliers shall accompany each payment request to confirm and acknowledge disbursement of the payment. Partial waivers of lien shall be properly completed and shall list the cumulative amount of payment received by the date of the waiver. This requirement shall not be waived unless agreed upon in writing by the Surety and/or Owner.

16. Bid Bond

Submit with the proposal an acceptable Bidder's Bond, in the amount of not less than five (5%) percent of the amount of the base bid submitted, as a guarantee that if awarded the contract, the

bidder will promptly enter into contract and execute such bonds as required. Failure to furnish Performance and Payment bonds will result in forfeiture of the Bid Bond.

GENERAL CONDITIONS

1. DESCRIPTION

The work consists of furnishing and installing all restoration material, as illustrated on the accompanying drawings and as specified herein.

2. LOCAL RULES

The Owner has certain rules and the Contractor and his personnel shall abide by them. The Contractor shall contact the Owner's representative for specific information regarding the rules governing all operations of this project.

3. CONCURRENT OPERATIONS

Because other activities of the Owner will be preceding at the same time as the work covered by this specification, the Contractor shall cooperate with the Owner's representative to insure that all contract work progresses in a manner which does not conflict with other activities.

4. WORKMANSHIP

All workman shall be thoroughly experienced in the particular class of work in which they are employed. All materials shall be securely fastened in place in a watertight, neat and workmanlike manner.

5. CLEAN UP

Contractor shall be responsible for maintaining all work areas in a neat and orderly manner. Immediately upon completion, all clean up shall be performed to the satisfaction of the Owner's representative.

6. SAFETY

The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

8. The Owner shall authorize the material manufacturer's representative to examine the work in progress, as well as upon completion. In order to assist in ascertaining the extent to which the materials and procedures conform to the requirements of these specifications and to the published instruction of the material manufacturer.

9. The authorized material manufacturer's field representative shall be responsible for:

- a) Rendering weekly inspections of the projects with written reports to be filed weekly with Greg Leslie.
- b) Keeping the Owner's representative informed after daily inspections as to any changes in the progress and quality of the work as observed.
- c) Immediately calling to the attention of the Owner's representative and the Contractor those matters observed which he considers to be in violation of the contract requirements.
- d) Reporting to the Owner's representative in writing any failure or refusal of the Contractor to

correct unacceptable practices called to his attention.

- e) Confirming, after completion of the work based on his observations and tests, that he has observed no application procedures in conflict with the specifications other than those that may have been previously reported. Final payment will not be released until his confirmation has been received by the Owner.

10. The presence and activities of the material manufacturer's field representative shall in no way relieve the Contractor of his contractual responsibilities. In the event of a dispute the Owner's representative shall have final authority.

11. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken. Furthermore, damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a watertight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.

12. TAXES (tax exemption number and forms will be supplied)

The Contractor shall pay all use taxes, and shall pay all social security taxes, unemployment taxes and withholding taxes, and any other state or federal requirements in this regard.

13. PERMITS

The Contractor shall obtain and pay for all permits, licenses, certificates, inspection, and other legal fees required, both permanent and temporary.

14. EQUAL OPPORTUNITY

- a) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- b) In all solicitations or advertisements of employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the commission.
- c) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 1976 Sup. 44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.
- d) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or

in part, by the contracting agency.

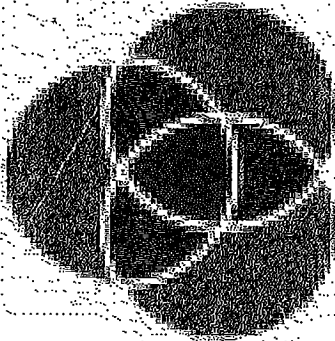
- e) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

DETAILED SPECIFICATIONS

SCOPE OF WORK:

- **Prime all SBS modified surface with Garland quick dry primer at the rate of ½ gallon per 100 square feet**
- **Repair any blisters by cutting out the blister and installing a patch of Stress Ply E set in Green Lock Flashing Adhesive**
- **Three course all flashing laps with Green Lock Flashing adhesive and Garmesh**
- **Coat all SBS modified bitumen flashings with 2 coats of Pyramic acrylic coating at the rate of 1.5 gallons per 100 square feet per coat**
- **Flood and gravel the entire roof surface with Weather King cold asphalt mastic at a rate of 5-7 gallons per 100 square feet embedding 3/8 to 5/8 pea gravel**

Douglas County Correctional Facility Roof Bids-March 2014	Delta Innovative Services	Schwickert's Tecta America, LLC	Teamcraft Roofing	Porter Roofing, Co.
Number of Stress-Ply E Square Rolls	5	5	5	5
Number of Three Gallon Pails of Green Lock Flashing Adhesive	42	45	20	20
Number of Six Inch x 150 Foot GarMesh	14	14	15	9
Number of Five Gallon Pails of Primer	14	19	27	63
Number of Five Gallon Pails of Pyramic White Coating	32	38	20	22
Number of Five Gallon Pails of Weather-King Cold Asphalt	0	30	0	9
Number of 55 Gallon Drums of Weather-King Cold Asphalt	19	14	16.5	19
Labor, Equipment & Non- Garland Materials Bid	\$62,251	\$59,982	\$54,748	\$50,725
Garland Materials Cost	\$41,377.05	\$41,830.47	\$31,873.05	\$39,050.50
Total	\$103,628.05	\$101,812.47	\$86,621.05	\$90,050.50



TEAMCRAFT ROOFING

Honesty ■ Safety ■ Team Work ■ Quality

Date: 3/12/2014

To: Douglas County Jail

Subject: Roof Coating

Gentlemen:

The undersigned having familiarized himself with the attached Contract Documents, which are as follows: Notice to Bidders, Instructions to Bidders, Proposal, Detailed Specifications, Contract Stipulations, Contract, all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labors, equipment, materials, tools, supervision, etc., and to complete all said work as herein specified.

1. To provide supervision, labor, non Garland materials, and equipment for roof restoration of the Douglas County Jail as described in the scope of work. Price includes performance and payment bond.

Lump sum firm price \$ 54,748.00

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

SIGNATURE: Chris Harrington

FIRM: TeamCraft Roofing

INDIVIDUAL: Chris Harrington

TITLE: Senior Estimator

ADDRESS: 1230 Kirkland Rd Raleigh, NC 27603

*Please staple all pages together and submit in duplicate.

Scope of Work: (Submit 5% bid bond with all bids)

- Prime all SBS modified surface with Garland quick dry primer at the rate of ½ gallon per square.
- Three course all flashing laps with GreenLock Flashing Adhesive and GarMesh.
- Coat all SBS modified bitumen flashings with 2 coats of Pyramic white coating at the rate of 1.5 gallons per 100 square feet per coat.
- Flood and gravel the entire roof surface with Weather-King cold asphalt mastic at 5-7 gallons per 100 square feet with 500 lbs of 3/8-5/8 pea gravel.
- Repair any blisters by cutting out the blister; installing a patch of StressPly E, set in Green Lock Flashing adhesive.

All Garland Materials will be purchased directly by the Douglas County Jail; quantities needed to complete project must be listed below.

Stress-Ply E 5 1 square rolls

Green Lock Flashing Adhesive 20 3 gallon pails

GarMesh 15 6 inch x 150'

Primer 27 5 gallon pails

Pyramic White Coating 20 5 gallon pails

Weather-King Cold asphalt _____ 5 gallon pails 16.5 55 gallon drums

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, TeamCraft Roofing Inc., 1316 N Long St., Salisbury NC 28144, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, (hereinafter called the "Surety"), are held and firmly bound unto the Douglas County Jail, 3601 North 1360 Rd., Lawrence KS 66046, (hereinafter called the "Obligee"), in the sum of---Five Percent of the Bid Amount---Dollars--- (\$---5%---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roof Coating

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this March 12, 2014.

TeamCraft Roofing Inc. (SEAL)
Principal

}
.....

Witness

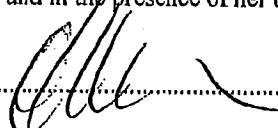
Chris Harrington, Branch Manager
Fidelity and Deposit Company of Maryland
Surety

By Dawn M. Croft (SEAL)
Dawn M. Croft, Attorney-in-Fact

Witness

STATE OF NEW YORK
COUNTY OF ERIE
CITY OF BUFFALO } ss:

On this March 12, 2014, before me personally came Dawn M. Croft to me known, who, being by me duly sworn, did depose and say that he resides in Hamburg, N.Y.; that he is an Attorney-in-Fact of the Fidelity & Deposit Company of Maryland, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that the liabilities of said Company do not exceed its assets as ascertained in the manner provided in Chapter 28 of the Consolidated Laws of the State of New York; and the said Maria L. Wilson further said that she is acquainted with Dawn M. Croft and knows him to be an Attorney-in-Fact of said Company; that the signature of the said Dawn M. Croft subscribed to the within instrument is in the genuine handwriting of the said Dawn M. Croft and was subscribed thereto by like order of the Board of Directors, and in the presence of her the said Maria L. Wilson.


.....
Notary Public

MARIA L. WILSON:
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01W16278749
My Commission Expires Mar. 25, 20 17

MARIAL YANSON
Notary Public, State of New York
Qualified in Westchester
Reg. No. 0110827649
My Commission Expires 03/31/17

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward M. MCMAHON and Dawn M. CROFT, both of Hamburg, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 23rd day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of March, 2014



Geoffrey Delisio

Geoffrey Delisio, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2012

ASSETS

Bonds	\$ 157,177,826
Stocks	23,000,311
Cash and Short Term Investments.....	119,155
Reinsurance Recoverable	17,923,564
Other Accounts Receivable.....	35,473,256
TOTAL ADMITTED ASSETS	\$ <u>233,694,113</u>

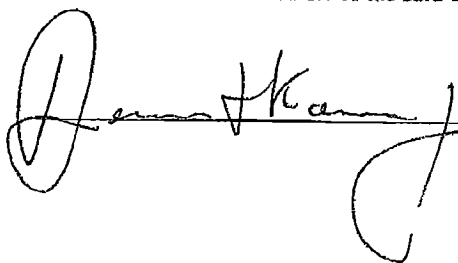
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 74,782
Ceded Reinsurance Premiums Payable.....	48,323,524
Securities Lending Collateral Liability	1,716,240
TOTAL LIABILITIES.....	\$ 50,114,546
Capital Stock, Paid Up	\$ 5,000,000
Surplus	178,579,567
Surplus as regards Policyholders.....	183,579,567
TOTAL.....	\$ <u>233,694,113</u>

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.



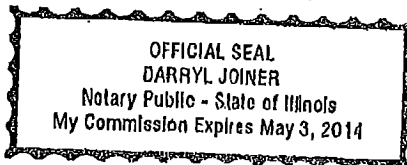
 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.



 Notary Public





From:

03/11/2014 12:29

#283 P.001/002

Date: March 11, 2014

To: Douglas County Jail ATTN: Dave Sparkes

Subject: Roof Coating

Gentlemen:

The undersigned having familiarized himself with the attached Contract Documents, which are as follows: Notice to Bidders, Instructions to Bidders, Proposal, Detailed Specifications, Contract Stipulations, Contract, all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labors, equipment, materials, tools, supervision, etc., and to complete all said work as herein specified.

1. To provide supervision, labor, non Garland materials, and equipment for roof restoration of the Douglas County Jail as described in the scope of work. Price includes performance and payment bond.

Lump sum firm price \$ 50,725.00

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

SIGNATURE: *Josh McKinzy*

FIRM: Porter Roofing Co.

INDIVIDUAL: Josh McKinzy

TITLE: Vice President

ADDRESS: 144 West Markey Road, Belton, MO 64012

*Please staple all pages together and submit in duplicate.

Scope of Work: (Submit 5% bid bond with all bids)

- Prime all SBS modified surface with Garland quick dry primer at the rate of 1/2 gallon per square.
- Three course all flashing laps with GreenLock Flashing Adhesive and GarMesh.
- Coat all SBS modified bitumen flashings with 2 coats of Pyramic white coating at the rate of 1.5 gallons per 100 square feet per coat.
- Flood and gravel the entire roof surface with Weather-King cold asphalt mastic at 5-7 gallons per 100 square feet with 500 lbs of 3/8-5/8 pea gravel.
- Repair any blisters by cutting out the blister; installing a patch of StressPly E, set in Green Lock Flashing adhesive.

All Garland Materials will be purchased directly by the Douglas County Jail; quantities needed to complete project must be listed below.

Stress-Ply E 5 1 square rolls

Green Lock Flashing Adhesive 20 3 gallon pails

GarMesh 9 6 inch x 150'

Primer 63 5 gallon pails

Pyramic White Coating 22 5 gallon pails

Weather-King Cold asphalt 9 5 gallon pails 19 55 gallon drums

Date: 3/11/2014

To: Douglas County Jail

Subject: Roof Coating

Gentlemen:

The undersigned having familiarized himself with the attached Contract Documents, which are as follows: Notice to Bidders, Instructions to Bidders, Proposal, Detailed Specifications, Contract Stipulations, Contract, all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labors, equipment, materials, tools, supervision, etc., and to complete all said work as herein specified.

1. To provide supervision, labor, non Garland materials, and equipment for roof restoration of the Douglas County Jail as described in the scope of work. Price includes performance and payment bond.

Lump sum firm price \$ 62,251.00

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

SIGNATURE: Danny S. Boyle III

FIRM: DELTA INNOVATIVE SERVICES, INC.

INDIVIDUAL: Danny S. Boyle III

TITLE: Estimator

ADDRESS: 508 So. 14th St., Kansas City, KS, 66105

*Please staple all pages together and submit in duplicate.

Scope of Work: (Submit 5% bid bond with all bids)

- Prime all SBS modified surface with Garland quick dry primer at the rate of ½ gallon per square.
- Three course all flashing laps with GreenLock Flashing Adhesive and GarMesh.
- Coat all SBS modified bitumen flashings with 2 coats of Pyramic white coating at the rate of 1.5 gallons per 100 square feet per coat.
- Flood and gravel the entire roof surface with Weather-King cold asphalt mastic at 5-7 gallons per 100 square feet with 500 lbs of 3/8-5/8 pea gravel.
- Repair any blisters by cutting out the blister; installing a patch of StressPly E, set in Green Lock Flashing adhesive.

All Garland Materials will be purchased directly by the Douglas County Jail; quantities needed to complete project must be listed below.

Stress-Ply E 5 1 square rolls

Green Lock Flashing Adhesive 42 3 gallon pails

GarMesh 14 6 inch x 150'

Primer 14 5 gallon pails

Pyramic White Coating 32 5 gallon pails

Weather-King Cold asphalt _____ 5 gallon pails 19 55 gallon drums

Date: March 12, 2014

To: Douglas County Jail

Subject: Roof Coating

Gentlemen:

The undersigned having familiarized himself with the attached Contract Documents, which are as follows: Notice to Bidders, Instructions to Bidders, Proposal, Detailed Specifications, Contract Stipulations, Contract, all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labors, equipment, materials, tools, supervision, etc., and to complete all said work as herein specified.

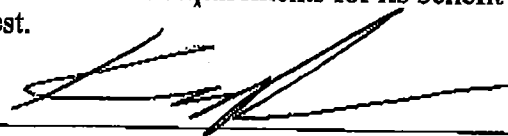
1. To provide supervision, labor, non Garland materials, and equipment for roof restoration of the Douglas County Jail as described in the scope of work. Price includes performance and payment bond.

Lump sum firm price \$ 59,982.00

(Fifty Nine Thousand Nine Hundred Eighty Two and 00/100 Dollars)

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

SIGNATURE: _____



FIRM: Schwicker's Tecla America, LLC

INDIVIDUAL: Kevin Palmer

TITLE: Vice President

ADDRESS: 330 Poplar Street; Mankato, MN 56001

*Please staple all pages together and submit in duplicate.

Scope of Work: (Submit 5% bid bond with all bids)

- Prime all SBS modified surface with Garland quick dry primer at the rate of 1/2 gallon per square.
- Three course all flashing laps with GreenLock Flashing Adhesive and GarMesh.
- Coat all SBS modified bitumen flashings with 2 coats of Pyramic white coating at the rate of 1.5 gallons per 100 square feet per coat.
- Flood and gravel the entire roof surface with Weather-King cold asphalt mastic at 5-7 gallons per 100 square feet with 500 lbs of 3/8-5/8 pea gravel.
- Repair any blisters by cutting out the blister; installing a patch of StressPly E, set in Green Lock Flashing adhesive.

All Garland Materials will be purchased directly by the Douglas County Jail; quantities needed to complete project must be listed below.

Stress-Ply E 5 1 square rolls

Green Lock Flashing Adhesive 45 3 gallon pails

GarMesh 14 6 inch x 150'

Primer 19 5 gallon pails

Pyramic White Coating 38 5 gallon pails

Weather-King Cold asphalt 30 5 gallon pails 14 55 gallon drums

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schwicker's Tecta America LLC
330 Poplar Street, P. O. Box 1179
Mankato, MN 56002-1179

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Douglas County
1100 Massachusetts Street
Lawrence, KS 66044

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

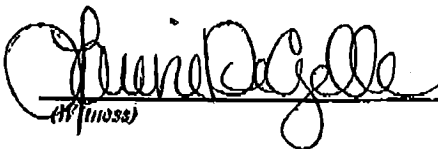
Roofing Work for Douglas County Jail Roof Restoration, Lawrence, KS.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

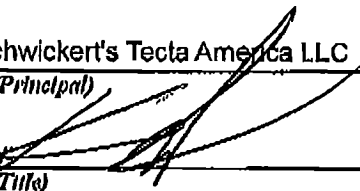
Signed and sealed this 10th day of March, 2014



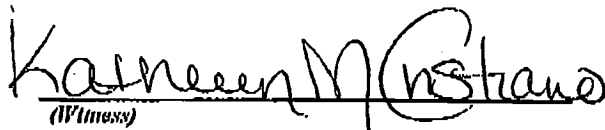
(Witness)

Schwicker's Tecta America LLC

(Principal) (Seal)

By: 

(Title)



(Witness)

Liberty Mutual Insurance Company

(Surety) (Seal)

By: 

(Title) Virginia M. Lovett Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }
COUNTY OF Nassau } ss

On thisMAR.10.2014....., before me personally came Virginia M. Lovett.....
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Richmond County....., State of New York....., that he/she is the Attorney-In-Fact of the
Liberty Mutual Insurance Company..... the corporation described in which executed the
above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed
his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New
York, issued to Liberty Mutual Insurance Company..... (Surety) his/her certificate of
qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New
York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate
has not been revoked.

.....
Notary Public

NY acknowledgement

MELISSA SARACINO
Notary Public, State of New York
No. 015A6155895
Qualified in Nassau County
Commission Expires November 20, 2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 0380199

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Camille Maitland; Cblette R. Chisholm; Desirée Cardlin; George O. Brewster; Gérard S. Macholz; Lee Ferrucci; Neily Renschlitch; Peter F. Jones; Rita Sagliano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh; Virginia M. Lovatt

all of the city of Uniondale, state of NY, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons:

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company.

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Theresa Pastella, Notary Public
Plymouth Twp., Montgomery County,
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Theresa Pastella
Theresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - SECTION 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

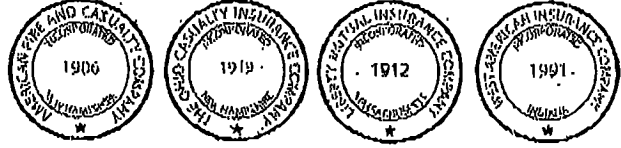
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR 10 2014 day of 20.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 903,711,694	Unearned Premiums.....	\$4,205,141,671
*Bonds — U.S Government.....	1,166,929,471	Reserve for Claims and Claims Expense.....	17,056,420,207
*Other Bonds.....	11,415,194,219	Funds Held Under Reinsurance Treaties.....	1,315,062,091
*Stocks.....	8,104,853,899	Reserve for Dividends to Policyholders.....	2,455,411
Real Estate.....	255,967,320	Additional Statutory Reserve.....	49,768,998
Agents' Balances or Uncollected Premiums.....	3,482,069,753	Reserve for Commissions, Taxes and Other Liabilities.....	<u>3,066,051,537</u>
Accrued Interest and Rents.....	144,016,763	Total.....	\$25,694,899,915
Other Admitted Assets.....	<u>14,732,623,458</u>	Special Surplus Funds.....	\$604,621,497
Total Admitted Assets.....	<u>\$40,205,366,577</u>	Capital Stock.....	10,000,000
		Paid in Surplus.....	7,899,471,886
		Unassigned Surplus.....	5,996,373,279
		Surplus to Policyholders.....	<u>14,510,466,662</u>
		Total Liabilities and Surplus.....	<u>\$40,205,366,577</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T. Mikolajewski

Assistant Secretary



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Re-Roof Options for the United Way Building

DATE: May 21, 2014

Over the past few years United Way staff has been experiencing roof leaks and drainage issues in their building.

In late 2013, the County contracted with Treanor Architects to evaluate the roof and draining methods. The evaluation confirmed there were broken roof drains which wasn't allowing it to drain properly (a temporary fix has been done), and the existing EPDM roof was losing adhesion. Back in 1996 an EPDM roof was layered over the original (1958) roof. Treanor has proposed a complete tear off to decking, installation of tapered insulation over entire roof, remove and replace penetration and edge flashings, and installation of a new roofing membrane.

The first step is to consider the roof type which would help staff determine the best delivery method. Attached for review, Treanor prepared a budget cost comparisons of multiple roof types. The cost ranges from \$175,000 - \$375,000 with roof life cycles varying from 15-50 years. To help understand the differences between the roofs, staff has provided a roof comparison matrix.

Regardless of the roof selected professional services will be needed. The professional fees of \$16,700 (add \$5,000 if alternate accepted) with Treanor Architects would be applicable if project delivery method is design/bid/build. This fee does not include annual inspections or on-site evaluation services during the roof installation. The best estimates for on-site inspection by a 3rd party is \$10,000-\$12,000 for daily observations, and \$5,000-\$7,000 for periodic. Enhanced service and warranty includes drawings, bidding, onsite supervision to ensure that it is installed properly, and annual inspections.

While the metal roof is the most expensive option, it allows a greater slope to be created that would enhance water flow by having a steeper pitch. Attached are a few photos to provide a visual of what the roof would look like if the metal roof overlay is selected. The first photo is the existing view, and options A, B, and C are all metal roofs reflecting different color options.

Some funds are available in Equipment Reserve for this project, but if the more costly options are selected additional funds would be needed from the CIP Contingency. Both County and United Way staff, as well as, a representative from Treanor Architects will be available at the meeting to answer questions. Once the roof type is chosen staff will bring back to the Commission to discuss options for the most efficient delivery method.

Douglas County / United Way Valley View Building - Re-Roof Options

Budgetary Cost Comparisons

Based on: 17,500 sf

Option	Traditional Bid Approach and Estimated Costs	\$/sf	Cost	Prof. Fees	Total Cost
1	TPO / PVC	\$10.00	\$175,000	\$16,700	\$191,700
2	EPDM	\$10.00	\$175,000	\$16,700	\$191,700
3	BUR	\$12.50	\$218,750	\$16,700	\$235,450
4	EPDM - With Enhanced Service and Warranty	\$14.50	\$255,000	\$0	\$255,000
5	Generic Modified Bitumen	\$15.00	\$250,000	\$16,700	\$266,700
6	High Perf. Modified Bitumen - With Enhanced Service and Warranty	\$16.57	\$290,000	\$0	\$290,000
7	Metal overframing with metal roofing	\$20.00	\$350,000	\$16,700	\$366,700
8	Metal overframing w/ mtl roofing - With Enhanced Service and Warranty	\$21.43	\$375,000	\$0	\$375,000

Add Alternates

1 Add Metal roofing at high slope area at West entrance - \$30,000. This is applicable to options 1-7. Metal roofing is included in 7 & 8.

Notes:

- Professional Fees required if project delivery method is Design / Bid / Build - not required if project is negotiated
- If Alternate #1 is selected below additional fees of \$5,000 would be applicable if Design / Bid / Build method is chosen
- Typical mfg. warranty for roofs noted above would be 20 year product and workmanship warranty
- Options 4, 5 & 8 would carry a 30 year product and workmanship warranty & yearly inspections
- Warranty upgrades are available at additional cost
- Costs noted above do not include annual service inspections or on-site 3rd party roof installation observation/inspections
- Options 4 & 5 include; extended warranty (30 year), roof installation observation/inspections, yearly service inspections
- All costs include complete tear off to deck and new downspouts

Roof Comparison Matrix

Roof Types	Built up Roofing (Asphalt)	Built up Roofing (Coal tar)	EPDM	TPO / PVC	Generic Modified Bitumens	High Performance Modifieds	Applied Metal Roof Overlay
Traffic Resistance	Good	Good	Poor	Poor	Good	Excellent	Good
Thickness	Multi-ply Excellent	Multi-ply Excellent	One ply poor	One ply poor	Two ply – Good	Multi-ply- Excellent	Not Applicable
Flexibility	Fair	Good	Excellent	Good	Fair	Good	Good
Chemical Resistance	Good	Excellent	Poor oil resistance	Fair	Fair	Good	Good
Quality Control	Good (Redundancy)	Good (Redundancy)	Poor One ply	Poor One Ply	Good (Redundancy)	Very Good (Redundancy)	Very Good (Redundancy)
Life Cycle	Good	Very Good	Poor	Poor	Fair	Very Good	Excellent
Track Record / Life Expectancy	Varies – Good 15- 20 years	Very Good 25 + years	Poor 8 – 12 years	Fair 12 – 15 years	Fair 12 – 15 years	Very Good 25 + years	Very Good 40 + years
Fatigue Resistance	Poor	Very Good	Good	Good	Good	Very Good	Very Good

04.24.2014

Est. Roof Life Cycle

15 Years
20 Years
15 - 25 Years
20 Years
20 Years
30 Years
50 Years
50 Years

-

|



Douglas County & United Way – Valley View Building

Existing View



Douglas County & United Way – Valley View Building

Option A



Douglas County & United Way – Valley View Building

Option B



Douglas County & United Way – Valley View Building

Option C

RESOLUTION NO. _____

A RESOLUTION RELATIVE TO THE CREATION OF A FIRE DISTRICT,
WITH THE BOUNDARIES CONSISTING OF A PORTION OF MARION
TOWNSHIP; AND ORDERING A PUBLIC HEARING.

WHEREAS, the Board of County Commissioners of Douglas County, Kansas (the "Board") has, on its own motion and at the request of various persons, determined that it is advisable and in the public interest to organize a fire district pursuant to K.S.A. 19-3601 et seq., for the protection of lives and property from the hazards of fire; and

WHEREAS, the boundaries of the proposed fire district consist of the following portion of Marion Township: That portion of Douglas County, Kansas, described as follows: that portion of Section 1, Township 14 South, Range 17 East of the Sixth Principal Meridian, lying south and east of Dg. Co. Route 1023; also, all of Sections 12 and 13, Township 14 South, Range 17 East of the Sixth Principal Meridian; and, that portion of Section 6, Township 14 South, Range 18 East of the Sixth Principal Meridian, lying south and east of Dg. Co. Route 1023; also, all of Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25, 26, 35, and 36, Township 14 South, Range 18 East of the Sixth Principal Meridian; also, the east half of Section 21, and the east half of Section 27, and the east half of Section 34, Township 14 South, Range 18 East of the Sixth Principal Meridian.

NOW, THEREFORE, it is resolved by the Board pursuant to K.S.A. 19-3601, et seq., as follows:

Section 1. A public hearing concerning the advisability of the organization of such a fire district shall be held before the Board on June 25, 2014 at 6:35 o'clock p.m., or as soon thereafter as it may be heard, at the County Commission Room, 2nd Floor, 1100 Massachusetts St., Lawrence, Kansas.

Section 2. At the public hearing, the Board may abandon its proposal, or may adopt a final resolution organizing the fire district and declaring the boundaries thereof as finally determined.

Section 3. This resolution shall be published in the official County newspaper on May 30, 2014, June 6, 2014, and June 13, 2014, together with a map showing the

territory of the proposed fire district and a notice of public hearing on the advisability of organizing such fire district.

ADOPTED on _____, 2014.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS:

Nancy Thellman, Chair

Mike Gaughn, Member

Jim Flory, Member

ATTEST:

Jameson D. Shew

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

In the Matter of the organization of a Douglas, Kansas fire district, the boundaries of which will encompass the following portion of Marion Township: That portion of Douglas County, Kansas, described as follows: that portion of Section 1, Township 14 South, Range 17 East of the Sixth Principal Meridian, lying south and east of Dg. Co. Route 1023; also, all of Sections 12 and 13, Township 14 South, Range 17 East of the Sixth Principal Meridian; and, that portion of Section 6, Township 14 South, Range 18 East of the Sixth Principal Meridian, lying south and east of Dg. Co. Route 1023; also, all of Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25, 26, 35, and 36, Township 14 South, Range 18 East of the Sixth Principal Meridian; also, the east half of Section 21, and the east half of Section 27, and the east half of Section 34, Township 14 South, Range 18 East of the Sixth Principal Meridian.

NOTICE OF PUBLIC HEARING

THE STATE OF KANSAS to all persons who are or may be concerned:

Take notice that on the June 25, 2014, at 6:35 o'clock p.m., or as soon thereafter as the matter may be heard, the Board of County Commissioners of Douglas County, Kansas, will convene in the County Commission Room, 2nd Floor, 1100 Massachusetts Street, Lawrence, Kansas, for the purpose of conducting a public hearing on the advisability of organizing a fire district pursuant to K.S.A. 19-3601 et. seq., with the boundaries of the proposed fire district consisting of a portion of Marion Township in accordance with the map attached hereto.

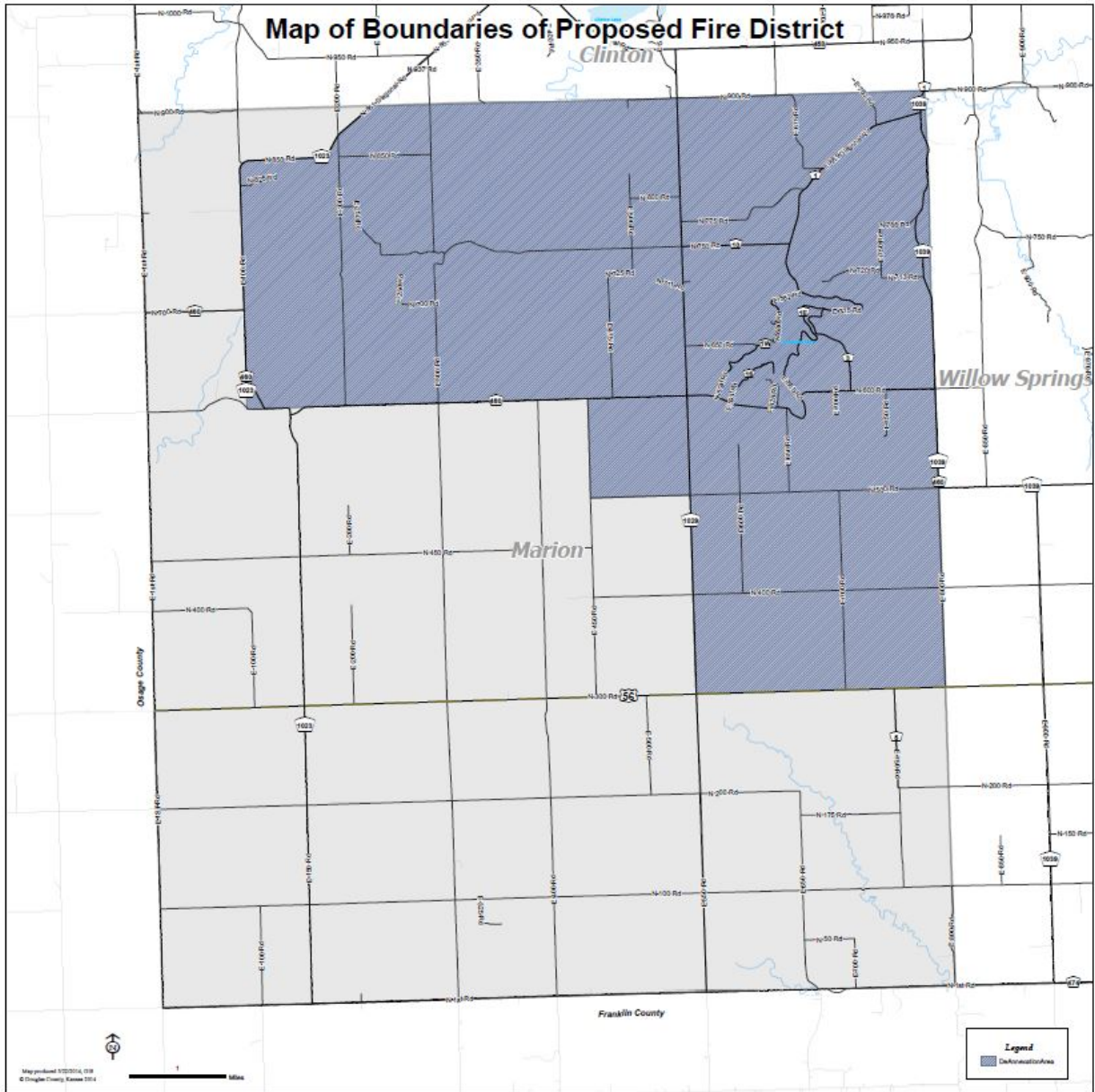
At said time and place, all interested persons can appear and be heard upon the advisability of organizing said the fire district. This Notice is given pursuant to K.S.A. 19-3602.

Jameson D. Shew, Douglas County Clerk

NOTICE TO PUBLISHER

This Notice, together with the attached Resolution and map, shall be published on May 30, 2014, June 6, 2014 and June 13, 2014. Upon completion of the publishing, an Affidavit of Publication shall be forwarded to Jameson D. Shew, Douglas County Clerk.

Map of Boundaries of Proposed Fire District



AD - Crabtree, Robin

From: AD - Weinaug, Craig
Sent: Thursday, May 22, 2014 5:11 PM
To: AD - Crabtree, Robin
Subject: FW: Request for fence viewing

From: Natalya Lowther [mailto:natalyalowther@hotmail.com]
Sent: Thursday, May 22, 2014 3:50 PM
To: AD - Weinaug, Craig
Subject: Request for fence viewing

This is regarding the boundary fence issue we discussed a couple years ago with Mr. Sloan, who owns 1466 N. 1700 Rd. I am once again requesting a fence viewing so that a proper boundary fence can be constructed and maintained, and I can graze my sheep on that portion of my property.

A 91' portion of Mr. Sloan's east property line forms my west boundary on my 9.8 A "Farm Ground" parcel which I use primarily as pasture for my sheep. I have provided a copy of a certified survey of my land that includes this shared boundary to Mr. Michael Kelly. The survey was done by Mr. Fred Rogers in 1995 when I purchased the property from Dale Black. Over the years I have tried to be careful to keep track of the survey pins and posts, so they can be found with little effort. There is no possible question about where the property lines are.

At that time, when I requested a fence viewing and you attempted to negotiate an agreement between us, Mr. Sloan hastily erected a substandard fence on the property line. Mr. Sloan and his family members expressed in various strong ways to you, me and my friends that Mr. Sloan and his family were not willing to work with me in any way. We all had other more important matters to attend to, and at least the substandard fence provided posts to which I could attach electric fence lines to keep the sheep from damaging the consumer-grade welded wire fence he had erected. So we did not pursue a formal fence viewing at the time, although I knew that time would soon prove the welded wire "boundary fence" inadequate.

The boundary fence issue came up in 2012 because Mr. Sloan and/or his family had trespassed onto my property (although there were historical fence posts on the property line, and they should have know that their east property line was a straight line from the street to the Juvenile Detention Center property), cut a limb from my large tree, and built a tree house in my tree that was dangerously close to my portable electric netting fence for the sheep, which typically runs at about 9,000 volts.

In early April, 2014, I noticed from North St. near 3rd St. (the view down the Maple Grove drainage channel) that the board privacy fence along our shared boundary had been taken down. I did not investigate this from my pasture side at the time I noticed it. They had erected this on their side of the woefully inadequate "boundary fence" soon after the dispute in 2012.

On April 23, 2014, I found evidence of criminal trespass, including damage to and theft of internal fences and trees, in the area just east and north of my boundary with Mr. Sloan (reported to sheriff). This, and the board fence removal, occurred after April 5, 2014 because on April 5 a friend and I walked that area and all was in good order. While planning repairs of those damages on May 1, 2014, I found that a large section of telephone pole (8'-10' long x 1' diameter) had been placed on the top of the "boundary fence" that Mr. Sloan had previously installed, in such a manner that it would short out my electric fence if connected, and could allow sheep to get over onto Mr. Sloan's property. It could also be used for human or dog access to my property.



I called the sheriff on May 1, and a deputy came out and looked and said it was a civil matter that has to be dealt with through the courts. This isn't entirely true because of the KS fence laws...the County Commission has the authority for settling fence matters. I've been told that either civil court or a normal County Commission fence viewing could take 6 months or more to address the situation. Meanwhile, I need to use my pasture this summer and be confident that fences won't be vandalized, sheep set free, etc.

It is clear that the pole was placed there by human hands...there are no vehicle tracks nearby. And it clearly wasn't dragged from its previous location, which is quite visible. It was very recent because the mud on the former bottom of the pole was still wet while the former top of the pole was still dry. Some days later I found that the post was removed from the fence, but then a few days later, it was placed on the fence again--clearly a deliberate and repeated act of vandalism.

Short term: I need to put sheep on my pasture out there now. I can't move this pole off from my side, and if I go to Mr. Sloan's side, I will be trespassing. I can't be out there 24/7 to make sure someone doesn't put it back on if it is removed yet again, so maybe he should remove it from the area if there is no need for it to be there? If he is not the source of the vandalism, then surely there is some responsibility for him to keep vandals from using his property to access our shared fence and vandalize it? At a minimum, he should provide me with a prompt means of communicating with him in case of vandalism, and cooperate in reporting trespass and vandalism to law enforcement, fixing the fence on a timely basis, and maintaining security. Once this pole, and the threat of the fence being vandalized again, are removed, then I can make temporary repairs to the inadequate fence and activate the electric fence line that is mounted on the "boundary fence" to keep the sheep from damaging the fence, and I will be able to graze the area as needed.

Long-term (but ASAP): Mr. Sloan and I need to cooperate to construct a durable agricultural boundary fence and both work to ensure that we do our share of maintenance promptly, including taking reasonable measures to prevent trespass and vandalism and to report it to authorities when it occurs.

In response to the more extensive vandalism that occurred in early April, I attended the Kaw Drainage District meeting Monday, May 19. KDD owns the property northwest of my northwest boundary, east of Mr. Sloan's property. KDD and I have approximately 620' of shared boundary that has never been fenced. KDD agreed to cooperate fully with the construction of a legal boundary fence, but wants to go through the County Commission to ensure that everything is decided in a formal manner and properly recorded to ensure that the details are not forgotten in the future. KDD can be contacted through their attorney, Mr. John Nitcher, at 785-841-4700.

On all boundary fences around my farm, including with Mr. Sloan and with KDD, I will repeat the offer I made to Mr. Sloan in 2012, which was based on the successful establishment of a boundary fence with Dave Higgins at 517 North St. (neighbor to the east). If neighboring landowners will a) clear the fence line (without damage to large trees near the fence on my side) and b) pay for the line posts (6 1/2' T posts), end posts (3, 8" x 8' pressure treated posts per "H" style end brace, one brace on each end of fence line), and all brace hardware, I will install the posts and braces, and purchase and install 48' tall woven wire agricultural fencing.

Woven wire fencing will be more maintenance-free than barbed wire, and will be safe for children playing. It will also serve for any other livestock that either me or neighbors might have in the future--horses, cows, hogs, etc. If woven wire fence is not used, I will need to mount electric fence on the posts with the barbed wire in order to secure the fence for sheep; this could be hazardous for children allowed to play on the other side, if they reach through the fence to my side. Grazing sheep on my side will help to maintain a woven wire fence in good condition free of weeds and trees, but both parties will need to share in clearing fallen limbs or other significant damage since access from both sides of the fence may be needed. Both parties need to be willing to report criminal damages, such as vandalism, to the sheriff, and cooperate in helping me repair any vandalism if requested. In most cases, I assume I will be the one checking fences regularly, and would just as soon make most minor repairs and maintenance myself immediately to protect my livestock. I want to be clear that I have permission to do so.

This is a generous offer that places the burden of construction on me, and results in a better quality, more long-lasting, and aesthetic fence than the minimum standard of barbed wire. The neighbors' cost share using this arrangement should be significantly less than if they actually built half of the fence if the cost of labor or machine work is included...esp. because dividing a 91' fence into 2 halves would double the cost for end braces.

"Good fences make good neighbors" is certainly true. Our east boundary fence with Higgins has served well for about 15 years now, with only occasional clearing of vines and small trees as maintenance. It is a real asset to both properties, and will continue to be for years. I look forward to the day when I have similar low-maintenance fences with all neighbors.

Blessings,
Natalya Lowther
501 North St.
Lawrence, KS 66044
785-979-6786

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Jeffrey O. Heeb (retired)

May 19, 2014

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

Via Email: weinaug@douglas-county.com
Confirmed via First Class Mail

Re: Appointment as Fence Viewer

Dear Craig,

This will confirm the terms and conditions of the offer of my services as a Fence Viewer, as defined in K.S.A. 29-201, et seq., to assist in resolving a fence dispute between Natalya Lowther and her neighbor, Mr. Sloan. It is my understanding that the County Commission may delegate the duties of Fence Viewer upon a majority vote of the Commissioners.

My fee is \$210.00 per hour, billed in tenth of an hour increments, plus out-of-pocket expenses. The extent of the work required will be determined by the Commission, but I anticipate it will include viewing the fence, as required by statute, and trying to mediate an agreement between the landowners. If the parties will not agree, I will provide written recommendations to the Commission.

If this arrangement is acceptable, please sign where indicated below and return this letter by fax, email with pdf file or regular mail.

Thank you for considering me for the position. I will do my best to find a resolution that is acceptable to all parties and as expeditiously as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard W. Hird".

Richard W. Hird
Petefish, Immel, Heeb & Hird, LLP

Approved:

Craig Weinaug, County Administrator

Date