

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, MARCH 3, 2003

9:00 A.M.

- Convene
- Pledge of Allegiance
- Consider approval of minutes of January 15 and February 3, 2003

PROCLAMATION

-Proclaim the month of March as "Mental Retardation and Developmental Disabilities Month"
(Peggy Wallert)

CONSENT AGENDA

- (1)
 - (a) Consider approval of Commission Orders
 - (b) Consider approval of Resolution appointing the District Coroner and Deputy District Coroner for the Seventh Judicial District for the four-year term which commenced on January 11, 2003
 - (c) Consider approval of Interlocal Agreement between The Board of County Commissioners of the County of Shawnee, Kansas, The City of Topeka, The City of Lawrence, the Board of County Commissioners of the County of Douglas, Kansas, and the Board of County Commissioners of the County of Jefferson, Kansas, to jointly participate in the use of a software system referred to as a "COPLINK Knowledge Computing Corporation" in order to provide for greater efficiency and effectiveness of police protection and public safety in the region
 - (d) Consider approval of Noxious Weed Cost Share Herbicides (Keith Browning/Mike Perkins)
 - (e) Consider approval of Annual Noxious Weed Management Plan (Keith Browning/Harold Starkebaum)

REGULAR AGENDA

- (2) Annual Appraisal Report (Marion Johnson)
- (3) Discussion of County policy on reimbursement of bus fare (Craig Weinaug)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (5) Executive session with County Counselor to discuss litigation

(6) Executive Session to discuss security issues

(7) Adjourn

WEDNESDAY, MARCH 5, 2003: 6:35 pm (Baldwin City High School: 2nd Floor Library)

-Joint meeting with Baldwin School Board and City Council

MONDAY, MARCH 10, 2003

-Economic Development Update (Lynn Parman)

WEDNESDAY, MARCH 12, 2003: 11:00 A.M. (Courthouse)

-Joint meeting with Lawrence City Commission to discuss:

- a) 31st Street feasibility study, possible projects extending Kasold over the Trafficway and the Wakarusa River, and possible short term improvements to Kasold
- b) Update on Sanitary Sewer Master plan process

MONDAY, MARCH 17, 2003

-No Commission Meeting (Spring Break)

WEDNESDAY, MARCH 19, 2003

-No Commission Meeting (Spring Break)

MONDAY, MARCH 24, 2003

- Proclaim the month of April as Fair Housing Month
- Planning Items

FRIDAY, APRIL 4, 2003

9:00 A.M.

-Canvass city & school general elections

WEDNESDAY, MAY 7, 2003

-No Commission Meeting

JANUARY 15, 2003

The Board of County Commissioners of Douglas County, Kansas, conducted a joint meeting with the Lawrence City Commission and the Lawrence School Board on Wednesday, January 15, 2003. Chairman Johnson called the meeting to order at 9:00 A.M. with all members present. The Pledge of Allegiance was recited.

The Boards discussed the following items:

- ▶ Report on Chamber of Commerce Survey on Local Legislative Issues;
- ▶ Discussion of recently adopted, but not yet published, changes to City/County plat regulations requiring that entire parcels under one ownership be platted at one time;
- ▶ Discussion of letter from Randy Weseman to Mayor Hack regarding "next steps" in reference to City/School District partnerships, adjoining properties, and shared recreational usage of athletic venues;
- ▶ Follow-up to November LAN study session with the City/School District;
- ▶ Progress review on revised urban growth area;
- ▶ Zoning variances -- perception that they are granted too freely;
- ▶ Development of "school corridor" exceptions to owner responsibility for sidewalks;
- ▶ Receive report from Dave Corliss related to dog issues;
- ▶ Update on water/wastewater Master Plan;
- ▶ O'Connell Road annexation plan;
- ▶ George Williams Way road timetable; and
- ▶ Kasold extension.

No action was taken.

Johnson made a motion to adjourn; Jones seconded and the motion carried unanimously.

Bob Johnson, Chairman

Jere McElhaney, Member

ATTEST:

Patty Jaimes, County Clerk

Charles Jones, Member

FEBRUARY 3, 2003

Chairman Johnson called the meeting to order at 9:02 A.M. on Monday, February 3, 2003. All members were present. The Pledge of Allegiance was recited.

PROCLAMATION 02-03-03

Johnson read a proclamation proclaiming the month of February as "Abstinence Awareness Month." McElhaney moved approval of the proclamation as read, seconded by Jones and carried unanimously.

CONSENT AGENDA 02-03-03

Jones made a motion to approve the following Consent Agenda:

- ▶ Approve Commissioners Order Nos. 5109 and 5110. Orders are on file in the office of the County Clerk;
- ▶ Authorize notice to Clinton Township for Clinton Marina;
- ▶ Note receipt of December fee reports;
- ▶ Authorize transaction to acquire drug sniffing dog for the Sheriff's Office;
- ▶ Find and determine that the requested annexation of approximately 48 acres of City owned property generally located south of U.S. Hwy. 24/40 and West of E 1600 Road will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County, all as provided by K.S.A. 12-520c; and
- ▶ Authorize Douglas County budget for expenditures be revised as follows:

DEPARTMENT	DESCRIPTION	Total Dept. 2003 Cut	2003
ADM. SERVICES	Not fund microfilm clerk		\$0
ADM. SERVICES	Physical Fitness	(\$30,000)	(\$30,000)
APPRAISER	Two positions	\$0	\$0
CLERK	Prof. Services		(\$1,500)
CLERK	Furniture	(\$6,500)	(\$5,000)
COLA	2% COLA instead of 3%	(\$120,129)	(\$120,129)
COMMISSIONERS	Prof. Studies	(\$15,000)	(\$15,000)
CORONER	Travel/Education	(\$2,000)	(\$2,000)
COUNTYWIDE	Travel/Education		(\$18,736)
COUNTYWIDE	Copiers	(\$30,736)	(\$12,000)
COURT TRUSTEE	Eliminate Dept	\$0	\$0
DISTRICT ATTORNEY	No options	\$0	\$0
DISTRICT COURT	Reduction in budget	(\$25,000)	(\$25,000)
ELECTION	Transfer to ER		(\$5,000)
ELECTION	Furniture	(\$15,000)	(\$10,000)
EMER. COMMUNICATIONS	Training		(\$990)
EMER. COMMUNICATIONS	Not fund 3 new positions	(\$1,650)	Physical Fitness
EMER. COMMUNICATIONS	Uniforms		(\$660)
EMER. MGT.	Hazardous Materials	(\$14,000)	(\$14,000)
FIRE/MEDICAL	Cots & Crutches		(\$5,200)
FIRE/MEDICAL	Not fund 3 new positions	(\$59,588)	(\$54,388)

INFORMATION TECHNOLOGY	Maintenance/Replacement		(\$20,900)
INFORMATION TECHNOLOGY	imaging	(\$97,400)	(\$60,000)
INFORMATION TECHNOLOGY	Server replacement		(\$16,500)
MAINTENANCE	Not fund 1 Bldg. Worker		\$0
MAINTENANCE	Fairground Laborer		Physical Fitness
MAINTENANCE	Fair - Temp. Hire	(\$20,500)	(\$4,000)
MAINTENANCE	Service Equipment		(\$5,000)
MAINTENANCE	Fair - Supplies		(\$5,000)
MAINTENANCE	Yards & Grounds Materials		(\$6,500)
NOXIOUS WEEDS	Temporary Hire		(\$3,960)
NOXIOUS WEEDS	Transfer to Equip. Reserve	(\$9,960)	(\$6,000)
PARKS	Temporary Hire		(\$10,000)
PARKS	Rip Rap	(\$15,000)	(\$5,000)
PUBLIC WORKS	Prof. Services		(\$5,000)
PUBLIC WORKS	Sealing Contracts		(\$100,000)
PUBLIC WORKS	Striping Contracts		(\$25,000)
PUBLIC WORKS	Oper. & Maint. Supplies	(\$150,000)	(\$4,000)
PUBLIC WORKS	Misc. Equipment		(\$7,000)
PUBLIC WORKS	Easements		(\$4,000)
PUBLIC WORKS	Equip. Reserve		(\$5,000)
REGISTER OF DEEDS	Furniture		(\$1,525)
REGISTER OF DEEDS	Elim. PT position	(\$10,025)	\$0
REGISTER OF DEEDS	Maintenance		(\$8,500)
SHERIFF	Replace capt's with deputies		Travel/Education
SHERIFF	Elim. 1 deputy position	\$0	\$0
TREASURER	Eliminate Baldwin services entirely	(\$26,136)	(\$24,136)
TREASURER	Transfer to ER		(\$2,000)
YOUTH SERVICES	Not fund .25 grant CORF1		Two positions
YOUTH SERVICES	Misc. cuts	\$0	Rip Rap
ZONING	Overtime		(\$1,000)
ZONING	Not fund .5 of clerical	(\$1,000)	\$0
ZONING	Not fund 1 full time position		Two positions
CIP	Storage & Maint. Shop	(\$540,000)	(\$540,000)
OUTSIDE AGENCIES	Proposed cuts	(\$3,960)	(\$3,960)
TOTALS			(\$1,193,584)

AGENCIES	Budget	2003
Bert Nash	\$316,186	\$0
BN Health Ins	\$867,960	\$0
CASA	\$23,000	(\$1,150)
Chamber Econ. Dev.	\$92,820	(\$4,641)
Chamber One Stop	\$10,000	(\$500)
Chamber Small Bus. Dev.	\$15,000	(\$750)
Clinton Hist. Soc.	\$6,600	(\$330)
Cottonwood	\$547,118	\$0
Douglas County Fair	\$10,000	(\$500)
Emerg. Service Council	\$8,000	\$0
Ext Health Ins	\$25,320	\$0
Extension Council	\$396,335	(\$19,817)
Health Care Access	\$12,000	\$0
Health Dept Health Ins	\$183,499	\$0
Health Dept.	\$691,773	\$0
Health Screen	\$10,000	\$0
Humane Soc.	\$21,420	(\$1,071)
Independence, Inc	\$154,056	\$0
JAAA	\$12,488	(\$624)
Lecompton Hist. Soc.	\$22,540	(\$1,127)
Legal Aid	\$26,500	\$0
Santa Fe Hist.	\$4,000	(\$200)
Senior Services	\$519,180	(\$25,959)
Shelter	\$30,000	(\$1,500)
Soil Conservation	\$67,000	(\$3,350)

AGENCIES	Budget	2003
Vinland Fair	\$4,000	(\$200)
VNA	\$233,613	\$0
Watkins Capital Projects	\$20,000	(\$1,000)
Watkins Museum	\$58,000	\$0
Total	\$4,388,408	(\$62,719)

McElhaney seconded and the motion carried unanimously.

PLANNING 02-03-03

The Board considered SP-21-91-02 -- a site plan for the remodeling of a building for a warehouse and showroom located at 1849 E 1450 Road. Submitted by Rod and Kathy Griffin, property owners of record. Sandra Day, staff member of the Lawrence-Douglas County Metropolitan Planning Department, was present for the discussion. Rod Griffin, property owner, was also present for the discussion. The subject property is located on the west side of Highway 59 (N 3rd Street extended) and adjacent to the Union Pacific Railroad (along the west property line). It is currently developed with a warehouse building and exterior material storage yard. The building was originally constructed in 1970 and was not previously site planned. Section 19A-2 of the County Zoning Regulations state, "No building permit shall be issued for the erection or alteration of a structure or building until a site plan has been submitted and approved for B-1, B-2, B-3, I-1, I-2, I-3, and I-4." Therefore, the applicant has submitted a site plan to fulfill this requirement prior to building permit issuance. The proposed request is minor in nature and reflects both a change in use (tool sales to contractors office/warehouse use) and an update of the current improvements to the site. Staff recommends approval subject to the following condition:

1. Correct scale of drawing so that text and drawing correspond.

McElhaney made a motion to approve SP-12-91-02 subject to the above condition. Johnson seconded and the motion carried unanimously.

PUBLIC WORKS & RESOLUTIONS 02-03-03

The Board considered approval of a resolution prohibiting parking on sections of Routes 1-W and 1-E near Lone Star Lake Dam and Spillway. Keith Browning, Director of Public Works/County Engineer, was present for the discussion. Browning explained that the floodwall was constructed as part of the spillway reconstruction project, and was required to meet minimum freeboard requirements established by the state Division of Water Resources. Prior to construction of the floodwall, there was room for vehicles to pull off the road and park in this area. The floodwall removed this small parking area. Following completion of the floodwall, a few motorists have continued to park in this area. Parked vehicles in this location now impede traffic on Route 1-E. It is also desired to prohibit parking through the spillway area. This prohibition is to ensure public safety in

case of a sudden rise in lake level, and to ensure flow in the spillway is not impeded. Jones made a motion to approve Resolution No. 03-04 prohibiting parking on Sections of Routes 1-W and 1-E near Lone Star Lake Dam and Spillway. Motion was seconded by McElhaney and carried unanimously.

ACCOUNTS PAYABLE 02-03-03

McElhaney moved approval of accounts payable in the amount of \$251,441.19 to be paid 2/3/03 and ACH Bank Transfer in the amount of \$38,012.50 to be paid 2/28/03. Jones seconded and the motion carried unanimously.

MISCELLANEOUS 02-03-03

Jones noted there would be a discussion on vicious dogs on Friday, February 14, 2003 at 3:00 P.M. in the Commission Meeting Room.

Johnson made a motion to adjourn; Jones seconded and the motion carried unanimously.

Bob Johnson, Chairman

Jere McElhaney, Member

ATTEST:

Patty Jaimes, County Clerk

Charles Jones, Member

PROCLAMATION

WHEREAS: *Mental retardation and developmental disabilities are conditions which affect more than six-million American children and adults and their families; and*

WHEREAS: *The most effective weapons for alleviation of the serious problems associated with developmental disabilities are public knowledge and understanding; and*

WHEREAS: *We encourage all our citizens to realize that individuals with developmental disabilities should be afforded full access to community housing, employment and leisure activities; and*

WHEREAS: *The potential for citizens with developmental disabilities to function more independently and productively must be fostered.*

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS *does hereby proclaim the month of March 2003 as*

“MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES MONTH”

in Douglas County, Kansas, and gives full support to efforts toward enabling people with developmental disabilities to live productive lives and achieve their full potential.

ADOPTED *this 3rd day of March, 2003.*

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

Bob Johnson, Chairman

Jere McElhaney, Member

Charles Jones, Member

RESOLUTION NO. 03-_____

**A RESOLUTION APPOINTING THE DISTRICT CORONER AND
DEPUTY DISTRICT CORONER FOR THE SEVENTH JUDICIAL DISTRICT FOR THE
FOUR-YEAR TERM WHICH COMMENCED ON JANUARY 11, 2003**

WHEREAS, K.S.A. 22a-226, as amended, authorizes the Board of County Commissioners to appoint the district coroner; and

WHEREAS, K.S.A. 22a-226(e), as amended, authorizes the Board of County Commissioners to confirm the appointment of deputy coroners and special deputy coroners;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY:

Section 1. The Board of County Commissioners hereby appoints Eric Mitchell, M.D., as the District Coroner for the Seventh Judicial District of the State of Kansas.

Section 2. The Board of County Commissioners hereby confirms the appointment of Donald V. Pojman as Deputy District Coroner for the Seventh Judicial District of the State of Kansas.

Section 3. Both the District Coroner and Deputy Coroner shall be appointed to the four-year term which commenced on January 11, 2003.

ADOPTED this 3rd day of March, 2003.

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

Bob Johnson, Chairman

Jere McElhaney, Member

Charles Jones, Member

ATTEST:

Patty Jaimes, County Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this ____ day of _____, 2003, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS**, hereinafter referred to as "Shawnee County," and **THE CITY OF TOPEKA**, a duly organized municipal corporation hereinafter referred to as "Topeka," **THE CITY OF LAWRENCE**, a duly organized municipal corporation hereinafter referred to as "Lawrence," **THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF DOUGLAS, KANSAS**, hereinafter referred to as "Douglas County," and **THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF JEFFERSON, KANSAS**, hereinafter referred to as "Jefferson County."

WHEREAS, the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.* authorizes governmental units to enter into interlocal agreements to jointly exercise certain functions including public safety and information technology services, subject to certain limitations; and

WHEREAS, pursuant to the Interlocal Cooperation Act, the parties are public agencies capable of entering into interlocal agreements; and

WHEREAS, it is the desire and intent of the parties hereto to jointly participate in the use of a software system referred to as a "COPLINK Knowledge Computing Corporation" (hereinafter referred to as "COPLINK system"), in order to provide for greater efficiency and effectiveness of police protection and public safety in the region, which shall be achieved by acting jointly;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement shall enter into force after submission to the Kansas Attorney General and upon approval of the Agreement, provided it is in proper form and compatible with the laws of this State. Should the Attorney General fail to disapprove of the Agreement within ninety (90) days of submission to the Attorney General's Office, it shall be deemed approved and enter into force. The term of this Agreement shall be from the date of entry into force through thirty-six (36) months from final acceptance of the installed system by Shawnee County. This Agreement may be renewed or otherwise extended by the written agreement of the parties.

2. EQUIPMENT

The parties agree that they shall each keep and retain sole ownership, enjoyment, control and power of disposal of all equipment they own or acquire for the purposes of using the COPLINK system. Each party shall be solely responsible for maintaining its property in good and working order in carrying out the purposes of this Agreement. This duty shall include the duty to make necessary changes in computer equipment or software to provide for the continued operation of the system if changes are made to the underlying data sources that provide information to the COPLINK system via the migration software.

3. FINANCIAL OBLIGATIONS

The parties agree to contribute to the purchase of the COPLINK system and maintenance as set out below. The total first year system cost combined including the first year cost of a three year maintenance contract will be \$108,508. The system costs are as follows:

COPLINK System Level 3 Node

Bundled system includes:

COPLINK Connect User Interface
COPLINK Detect User Interface
COPLINK Administration
COPLINK Self-paced Learning
COPLINK Migration (pi-Migrator)
1 Standard Plug-in (Shawnee RMS)

Bundled System:	\$ 64,285
1 Standard Plug-in (Douglas DB)	\$ 10,715
1 Standard Data Source (Topeka Courts - Citations and Warrants)	\$ 8,640
1 Standard Plug-in (Jefferson County)	\$ 10,715
Three-year contract (1 st annual payment)	\$ 14,153
FIRST YEAR SYSTEM COST	\$108,508

The following are the individual financial obligations of each party for the first year system cost:

Shawnee County	\$ 35,000
City of Topeka	\$ 16,640
City of Lawrence	\$ 27,000
Jefferson County	\$ 10,715

~~Douglas County~~	~~\$ 5,000~~
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The parties shall be responsible for annual maintenance costs, as set out below, payable annually in advance. The first year maintenance costs will be due upon system acceptance. The second and third year costs will be due annually thereafter on the same date.

Shawnee County	\$ 2,477
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City of Topeka	\$ 6,213
City of Lawrence	\$ 2,816
Jefferson County	\$ 510
Douglas County	~~\$ 2,137~~

Payment of the above financial obligations shall be made to Shawnee County, as the agency contracting with Knowledge Computing Corporation (KCC) to obtain the necessary COPLINK software system in order to carry out the purposes of this Agreement. An initial down payment of 20% of the specified software cost of each agency shall be made to Shawnee County within thirty (30) days of the entering into force of this Agreement, and the remainder shall be due and payable to Shawnee County within thirty (30) days of request by Shawnee County and upon final acceptance of the COPLINK system by Shawnee County. In addition to the software costs each agency will be responsible for the travel costs related to the installation at their agency.

4. DATA OWNERSHIP AND ACCESS

Agencies that are parties to this Agreement shall maintain ownership of all of their information at all times. Any requests for access to information hosted in COPLINK Data Repositories that is not authorized in this Agreement between the requestor and the owner(s) of the information, will be referred to the owner(s) of the information being requested. Information shall not be made available to any unauthorized requestor without the approval of its owner or owners. The parties to this Agreement understand and agree that the restriction established by this provision will not apply when responding to orders of a Court having jurisdiction.

COPLINK data hosted by the Shawnee County Sheriff's Office will be shared with agencies that are parties to this Agreement. The Shawnee County Sheriff's Office, as the COPLINK host agency, agrees not to facilitate information sharing between agencies that have not entered into agreements allowing such sharing.

The parties agree to make the law enforcement information residing in the COPLINK data repositories hosted by the Shawnee County Sheriff's Office available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. The parties agree to inform each other in advance, whenever possible, of scheduled system downtimes.

5. MANAGEMENT

The parties agree that the general management of the COPLINK data system shall be vested in a User Board composed of one representative and one alternate representative from each Agency party to this Agreement.

Decisions of the User Board shall be subject to vote, with each member agency holding one vote. A minimum of three (3) agency representatives on the User Board shall constitute a quorum. A majority vote of the members of the Board present to vote shall suffice to pass any question before the User Board. The User Board shall elect a Chair of the User Board, who shall serve for a period of twelve months. The position of Chair shall be rotated through each Agency.

The User Board shall establish rules and regulations for the use of the COPLINK system, such as access restrictions, user accounts, group accounts, and vendor contacts. Meeting minutes shall be kept and published to member agencies.

6. TERMINATION

The parties agree that any agency, other than the host agency, may terminate their participation in this Agreement with thirty (30) days notice to all other parties to this Agreement.

7. MODIFICATION

This Agreement is the entire agreement between the parties superseding all other communications, oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may be amended or modified only in writing signed by all parties.

8. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall constitute one (1) original agreement.

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

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SHAWNEE, KANSAS**

VIC MILLER, CHAIR

ATTEST:

Cynthia A. Beck, County Clerk

CITY OF TOPEKA, KANSAS

HARRY (BUTCH) FELKER, MAYOR

ATTEST:

Iris E. Walker, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, KANSAS

ROBERT JOHNSON, CHAIR

ATTEST:

Patty James, County Clerk

CITY OF LAWRENCE, KANSAS

SUE HACK, MAYOR

ATTEST:

Frank Reeb, City Clerk

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF JEFFERSON, KANSAS**

TRAVIS OLIVER , CHAIR

ATTEST:

Linda Buttrom, County Clerk

Douglas County

Department of Public Works

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Mike Perkins, Operations Division Manager

Date : February 20, 2003

Re : Consent Agenda Approval of Noxious Weed Cost Share Herbicides

Bids were opened on February 18, 2003, from five suppliers. A tabulation is attached.

Lone Pine Ag-Serv's is a local vendor that can fill orders on a next day basis, this will enable the Noxious Weed Department to maintain a smaller on-hand inventory. We recommend purchasing herbicides from the lowest total combined bid from Lone Pine Ag-Serv's.

Herbicides will be sold at a 25% cost share price plus a \$6.00 per gallon handling fee for the control of noxious weeds only.

Action Required: Approve the purchase of 2,4-DA, Glyphosate, Remedy, Tordon 22K and 2,4-D LV from Lone Pine Ag-Serv's; and sign all contract documents.

Douglas County

Department of Public Works

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Harold E. Starkebaum, Vegetation Superintendent/Noxious Weed Director

Date : February 26, 2003

Re : Consent Agenda Approval of Annual Noxious Weed Management Plan

Attached is a copy of the Douglas County Noxious Weed Management Plan as required by K.S.A. 2-1317. This plan will be sent to the Kansas Department of Agriculture and requires signatures of the Board of County Commissioners.

There have been two changes made to this year's Noxious Weed Management Plan. The changes are (1) restricted sales of Tordon 22K in July and August, and (2) Escort treatment to flowered musk thistle was added in Appendix B.

ACTION REQUIRED: Consent Agenda approval of the Noxious Weed Management Plan and signatures of all Commission members.

DOUGLAS COUNTY NOXIOUS WEED MANAGEMENT PLAN

PURPOSE:

The Douglas County Noxious Weed Section is a Division of the Public Works Department with the objective of educating the general public and governing bodies in the control of State declared noxious weeds and the Kansas Noxious Weed Law. The Noxious Weed Section also maintains and eradicates noxious weeds on the right-of-ways of county maintained highways and properties; providing herbicides for sale to treat noxious weeds; and enforcement of the Noxious Weed Law when the situation demands.

RESOURCES:

The following resources are available to the Department to accomplish their stated mission:

- Full time Weed Director
- Secretarial duties performed by the Operations Division Clerk-Typist
- One part-time temporary laborer during spray season
- Two trucks mounted chemical sprayers
- Four trailer mounted chemical sprayers to rent to County residents
- Chemical warehouse with a 5,000 gallon storage capacity, clothes washer and emergency shower and eye wash station

With the automation of the County Appraisers Office progresses to a geographical information system the weed department has invested in a simple GPS system to aid in the pinpoint accuracy of infestations, identifying property owners, and eliminating days of processing and mis-identification.

Additional *external* resources available to the department consist of roadside mowers, and the Public Works Road crews that conduct asphalt maintenance. Both crews are routinely trained in the identification of some noxious weeds. The weed director will maintain open communications with the official county newspaper and local radio station KLWN for public service announcements and informative articles. Frequent contact and joint inspections will be conducted with the Agriculture Agent of the County Extension Office.

PROFESSIONAL DEVELOPMENT:

The weed director will maintain chemical applicator certification 9A.

Departmental personnel will attend the Annual Weed Conference and Summer Training Workshop when budgetary funds are available and training agenda's of significant substance are published. Monthly district meetings will be attended when time permits.

Membership in the County Weed Directors Association of Kansas and a professional library will be maintained in the Weed Director's office.

Safety Policy, OSHA requirements and Material Safety Data Sheets of all chemicals used will be kept on file and available to all personnel and customers.

OUTREACH PROGRAMS:

Mass media assets will be used whenever the opportunity arises. During the Douglas County Fair departmental personnel may man an information booth during normal work hours. The weed director will be available to attend City and Township meetings and any public presentation opportunities.

Seed inspections will be conducted for all Co-Op's in the county upon request or complaints. There are no known custom harvesters registered in Douglas County but Custom Harvester Labels will be available in the Weed Department, free of charge.

NOXIOUS WEED CONTROL:

The noxious weeds currently present in Douglas County are: Musk Thistle; Canada Thistle; Field Bindweed; Johnson Grass; and Sericea Lespedeza.

The Noxious Weed Department will operate within the bounds of the Kansas Noxious Weed Law K.S.A. Article 13, Chapters 2-1314 thru 2-1333, and the approved Control Methods of the Kansas State Board of Agriculture. Right-of-way programs are attached at Appendixes A - D.

Reminder postcards will be mailed to landowners of known and habitual infestations to announce opportune spray conditions and effective treatments.

Official Warning Notices and Legal Notices will be mailed to landowners and supervising agencies in non-compliance of the weed law based from visual inspections of routine patrolling and citizen complaints. A follow-up inspection/postcard will be mailed to all Official Warning notice recipients to confirm treatment results or identify further eradication needed.

Charges will be filed through the District Attorney's office on individuals who will not respond to written notice or refuse to comply with the weed law.

Approved herbicides will be sold to qualified individuals through the cost share program at a subsidized rate equal to 75% of the total cost incurred by the County in the purchasing, storing, and handling of chemical materials. Prices will be rounded up to the nearest dollar.

To ensure disciplined compliance with the Noxious Weed Law the only limitations on chemical sales will be:

Glyphosate - - 10 gallons per season
Restricted sales on Tordon 22K in July & August

The Weed Director may approve purchases in excess of the stated limitations after an inspection of reported infestations.

The weed department will maintain a working list of Points of Contact for the control of noxious weeds on township lands, state highways, and all cities within the County boundaries.

We certify that this is a correct copy of the Douglas County 2003 Noxious Weed Management Plan as required by K.S.A. 2-1317.

Bob Johnson, Chairman, Board of Commissioners

Date

Jere McElhaney, Commissioner

Date

Charles Jones, Commissioner

Date

Harold E. Starkebaum, County Noxious Weed Director

Date

APPENDIX A
RIGHT OF WAY PROGRAM
FOR
FIELD BINDWEED

OBJECTIVE: Control field bindweed with the least damage to desirable vegetation at a minimum cost. To achieve this objective, most of the treatment must be accomplished in the fall.

PRIORITIES: 1. Highly traveled visible areas.

METHOD: 1. Map infestations of noxious weeds.

2. Identify sensitive areas.

- a. Ornamental planting
- b. High water tables
- c. Areas subject to high pedestrian traffic
- d. Areas where drainage water moves off the property

FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

- 1. Treat areas with 8 – 12 oz of Tordon + 1 qt. 2,4-D per acre.

SPRING TREATMENT PROGRAM JUNE 1 – JULY 1

- 1. Treat known infestations with 2,4-D

SUMMER TREATMENT PROGRAM JULY 1 – OCTOBER 1

- 1. Spot treat only if the field bindweed is not under stress.

APPENDIX B

RIGHT OF WAY PROGRAM FOR MUSK THISTLE

OBJECTIVE: Control musk thistle with the least damage to desirable vegetation at a minimum cost and prevent the production of viable seed. To achieve this objective, most of the treatment must be accomplished in the fall.

- PRIORITIES: 1. Highly traveled visible areas.
2. An area adjacent to pastures, vacant lots, or waste areas

- METHOD: 1. Map infestations of noxious weeds
2. Identify sensitive areas.
- a. Ornamental planting
 - b. High water tables
 - c. Areas subject to high pedestrian traffic
 - d. Areas where drainage water moves off the property
3. Identify areas where frequent mowing occurs

FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

1. Treat rural areas with 8 fl oz per acre of Tordon + 1 qt. 2,4-D

SPRING/SUMMER TREATMENT PROGRAM MARCH 15 – SEPTEMBER 30

1. Treat known infestations not treated in the fall with 8 oz. Tordon or 1 to 2 qts. 2,4-D. After bolting use 10 fl oz Tordon 22K + 1 qt. 2,4-D-A.
2. Escort treatment on flowered Musk Thistle from JUNE 15 thru FALL treatment. ½ ounce per acre with a minimum of 10 gallons water.
3. Check and treat all previously treated areas and spot treat or dig missed rosettes.
4. Precise spot treatment or preferably hand digging for musk thistle found in areas where Crown Vetch is growing.

SUMMER TREATMENT PROGRAM JUNE 1 – OCTOBER 1

1. Frequent mowing in high maintenance areas.

APPENDIX C

RIGHT OF WAY PROGRAM FOR JOHNSON GRASS

OBJECTIVE: Control Johnson Grass with the least damage to desirable vegetation at a minimum cost and prevent the production of viable seed. To achieve this objective, most of the treatment must be accomplished in the fall.

PRIORITIES: 1. Highly traveled, visible areas

METHOD: 1. Map infestations of noxious weeds

2. Identify sensitive areas

a. Ornamental planting

b. High water tables

c. Areas subject to high pedestrian traffic

d. Areas where drainage water moves off the property

FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

1. Spot treat areas with Glyphosate

2. Treat around ornamentals with Glyphosate

SPRING/SUMMER TREATMENT PROGRAM JUNE 1 – OCTOBER 1

1. Spot treat only if the Johnson Grass is not under stress.

2. Frequent mowing will control Johnson Grass. Mow in the early boot stage of growth.

APPENDIX D

RIGHT OF WAY PROGRAM FOR SERICEA LESPEDEZA

DESCRIPTION: Perennial, stems erect to 5 ft tall, appressed hairy only along the ridges on the stem, leaves with 3 leaflets, leaflets less than 1 inch long and less than ¼ inch wide, wedge-shaped (cuneate), flowers few (1-4) in the axils of the leaves from mid or late July to October, petals yellowish or tinged with purple, about ¼ inch long, fruit (pod) about 1/8 inch long, roundish with pointed ends in outline, flattened.

PREVENTION: Sericea Lespedeza spreads primarily by seeds. Persons planting mixtures of seeds for erosion control and for wildlife habitat should ensure Sericea Lespedeza is not included in the mix.

METHOD: Control of Sericea Lespedeza shall mean preventing production of viable seed.

FALL TREATMENT PROGRAM SEPTEMBER thru NOVEMBER

1. Spot spray with 2 pts. Remedy + 1 qt. 2,4-D
2. During late summer use .2 oz to .3 oz of Escort + 1 qt 2,4-D LV (Ester)
3. Mowing will help control.

SPRING TREATMENT PROGRAM

1. No treatment

SUMMER TREATMENT PROGRAM JULY thru SEPTEMBER

1. Full spray areas with 2 pts. Remedy + 1 qt. 2,4-D
2. Identify:
 - a. Sensitive areas
 - b. High water tables
 - c. Areas where drainage water moves off the property