

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, FEBRUARY 3, 2016

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
 - (b) Acknowledgement of receipt of annual forfeiture account (Charles Branson);
 - (c) Authorization to renew pavements markings contract for Public Works (Keith Browning)
 - (d) Consider approval of annual service and maintenance contracts for DGCO Emergency Communications (Randy Roberts);
 - (e) Consider approval of Commenco, Inc. maintenance agreement for DGCO Emergency Communications (Randy Roberts);
 - (f) Consider agenda approval of Agreement No. 16-16 Federal Fund Exchange Program Agreement with KDOT (Keith Browning);
 - (g) Consent Agenda authorization to solicit bids for Project No. 2016-54 Treatment of Eurasian Watermilfoil at Lone Star Lake with Sonar One (Keith Browning)
 - (h) Consent Agenda Approval of Annual Noxious Weed Management Plan and Eradication Progress Report (Keith Browning);
 - (i) Consider a county resolution formally amending county road records (Michael Kelly);
 - (j) Consider approval of contracts for Hazardous Materials Full Scale Exercise (Jackie Waggoner); and
 - (k) Authorize the Assistant County Administrator to sign an agreement with Travelers for General Property and Liability Insurance coverage in an amount not to exceed \$448,001 (Sarah Plinsky).

REGULAR AGENDA

- (2) Consider Dust Palliative Program for 2016 (Keith Browning)
- (3) Consider approval of a resolution establishing a 45-mph speed limit on Route 458 from Route 1057 to ¼-mile east of E 2000 Road (Keith Browning)
- (4) Consider waiving the formal bidding process to retain QLess Line Management and grant the county treasurer administrative authority to approve related contracts (Paula Gilchrist)
- (5) Approve and sign the amendment to the current agreement with the Kansas Head Start Association, the Lawrence-Douglas County Health Board, and the Kansas Department of Health and Environment to provide Parent Health Literacy Services in annual amount not to exceed \$183,936.28 that includes \$91,968.14 in matching funds provided by the Kansas Head Start Association. (Sarah Plinsky)
- (6) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15
 - Lawrence Douglas-County Health Board (1) position 03/16
 - Heritage Conservation Council (2) positions 05/16
 - (c) Public Comment
 - (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, FEBRUARY 10, 2016

6:00 p.m.

CUP-15-00613: Consider a Conditional Use Permit for Calcio Village, an *Athletic Field* complex for

youth soccer on approximately 80 acres, located at the intersection of E 1750 Rd & N 1300 Rd. Submitted by Jambars Futbol Club Inc, on behalf of John Pendleton for Lorita H Pendleton, Trustee, property owner of record. Mary Miller is the Planner.

WEDNESDAY, FEBRUARY 17, 2016

WEDNESDAY, FEBRUARY 24, 2016

-Consider letter of support to KDOT for closure of the E 1200 Rd (Kasold) at-grade intersection with K-10 (Keith Browning)

WEDNESDAY, MARCH 2, 2016

WEDNESDAY, MARCH 9, 2016

WEDNESDAY, MARCH 16, 2016 – Light or cancelled

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

Douglas County District Attorney - Forfeiture Account Summary 1/1/2015 - 12/31/2015

<u>Check Date</u>	<u>Check No.</u>	<u>Amount</u>	<u>Payee</u>	<u>Purpose</u>
1/9/2015	1084	\$595.00	Card Services	Forensic Evidence Course Registration - Simpson
1/13/2015	1085	\$75.00	Lawrence Area Partners in Aging	Senior Fair Registration
1/22/2015	1086	\$200.00	Emily Haack	Truancy Diversion Program Incentives
1/27/2015	1087	\$5,000.00	Liberty Memorial Central Middle School	STOMP Sponsorship
3/12/2015	1088	\$25.00	Downtown Lawrence, Inc	Senior Fair Gift Certificate
3/12/2015	1089	\$486.00	Lindsey Aduddell	Reimburse Airfare to Domestic Violence Conference
4/8/2015	1090		Card Services Voided-Paid to old Visa	EVAVWI Registration and Shuttle
4/13/2015	1091	\$398.00	US Bank	Sex Assault Investigations & Diversity Training - Born
4/13/2015	1092	\$621.00	US Bank	EVAVWI Registration and Shuttle - Aduddell
4/16/2015	1093	\$611.00	DA Custodial Account	3/17/15 Deposit to Special Prosecutor Account in Error
4/16/2015	1094	\$250.00	DA Custodial Account	3/24/15 Deposit to Special Prosecutor Account in Error
4/16/2015	1095	\$556.00	DA Custodial Account	3/30/15 Deposit to Special Prosecutor Account in Error
4/16/2015	1096	\$854.00	DA Custodial Account	3/27/15 Deposit to Special Prosecutor Account in Error
4/16/2015	1097	\$948.00	DA Custodial Account	3/18/15 Deposit to Special Prosecutor Account in Error
4/16/2015	1098	\$1,362.00	DA Custodial Account	3/26/15 Deposit to Special Prosecutor Account in Error
4/16/2015	1099	\$1,705.00	DA Custodial Account	3/23/15 Deposit to Special Prosecutor Account in Error
4/22/2015	1100	\$150.00	Douglas County Bar Association	DCBA Law Day - Branson, Kemple, Simpson, Britton, Decena
4/29/2015	1101	\$78.01	Charles Branson	Reimburse Intern Luncheon
5/12/2015	1102	\$96.19	US Bank	Crime Victim's Rights Conference Hotel - Riling
6/17/2015	1103	\$49.00	US Bank	Constant Contact Training
6/19/2015	1104	\$225.00	US Bank	Criminal Profile Training - Born
7/8/2015	1105	\$74.11	Charles Branson	Mileage/Tolls/Hotel Internet - LEAD Conference - Branson
7/8/2015	1106	\$199.00	US Bank	Systematic Interrogation Training - Born
7/8/2015	1107	\$217.00	US Bank	Seat Change, Baggage, Parking - LEAD Conference - Branson
8/12/2015	1108	\$85.00	US Bank	Protect Our Children Conference - Moody
9/30/2015	1109	\$284.00	Charles Branson	Per Diem NDAA DV Symposium
10/2/2015	1110	\$1,790.51	Charles Branson	Reimburse airfare & hotel for NDAA Conference
11/4/2015	1111	\$171.12	Charles Branson	Reimburse misc. expenses from NDAA Conference
12/7/2015	1112	\$200.00	Emily Haack	Truancy Diversion Program Incentives

\$17,304.94

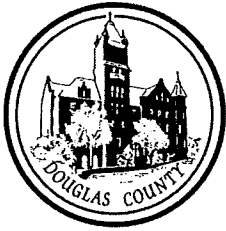
Douglas County District Attorney - Forfeiture Account Summary 1/1/2015 - 12/31/2015

<u>Deposit Date</u>	<u>Amount</u>	<u>Received From</u>	<u>Purpose</u>
2/9/2015	\$1,275.73	Douglas County Treasurer	Drug Forfeiture Proceeds 2014CV407
2/12/2015	\$644.08	Douglas County Treasurer	Drug Forfeiture Proceeds 2014CV316 & 2014CV430
3/11/2015	\$1,635.13	Douglas County Treasurer	Drug Forfeiture Proceeds 2014CV451
3/17/2015	\$611.00	Regular Deposit to Custodial Account	Deposited in Error
3/18/2015	\$948.00	Regular Deposit to Custodial Account	Deposited in Error
3/23/2015	\$1,705.00	Regular Deposit to Custodial Account	Deposited in Error
3/24/2015	\$250.00	Regular Deposit to Custodial Account	Deposited in Error
3/26/2015	\$1,362.00	Regular Deposit to Custodial Account	Deposited in Error
3/27/2015	\$854.00	Regular Deposit to Custodial Account	Deposited in Error
3/30/2015	\$556.00	Regular Deposit to Custodial Account	Deposited in Error
5/7/2015	\$1,341.24	Douglas County Treasurer	Drug Forfeiture Proceeds 2014CV406
5/12/2015	\$209.60	Lindsey Aduddell	Reimbursement of Airfare for Refund from Delayed Flight
9/16/2015	\$6,731.57	Douglas County Treasurer	Forfeiture Proceeds 2015CV190
11/9/2015	\$3,295.23	City of Lawrence	Forfeiture Proceeds 2015CV137

\$21,418.58

Summary

1/1/2015	\$93,333.44	Beginning Balance	
	\$41.86	Interest Received	
	-\$17,304.94	Expenses	
	\$21,418.58	Receipts	
12/31/2015	<table border="1"><tr><td>\$97,488.94</td></tr></table>	\$97,488.94	Balance
\$97,488.94			



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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

MEMORANDUM

To : Board of County Commissioners

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

Date : January 19, 2016

Re : Consent Agenda authorization to renew pavement markings contract

This department contracts for supplying materials and painting pavement markings on county maintained roads. Pavement markings typically need repainting annually. The BOCC executed a contract in 2012 for pavement marking services, and the contract is renewable through 2016. Douglas County determines whether to renew the contract following the contractor's submittal of prices each year.

Our current contract is with Midwest Striping, Inc. from Grand Island, Nebraska. We have been extremely pleased with the quality of work and the responsiveness and cooperation from this contractor. This contractor provides excellent service at a reasonable cost. Midwest Striping has submitted their prices for 2016 (see attached). The paint material costs have increased slightly (less than 1%). The application costs for centerline and edge striping have not increased. The costs for application of pavement marking symbols, which are painted by hand, have doubled. However, the total cost for all hand painted symbols is a very small portion of the total contract cost (approximately 1.4%). The total contract amount has increased 1.8% from 2015 to 2016.

The total contract amount is \$167,247.35. Road & Bridge Fund 201 has \$167,500 allocated for pavement markings in 2016. We fully anticipate holding the final cost of pavement markings very close to the contract amount.

Action Required: Consent Agenda authorization for the Public Works Director to renew the contract with Midwest Striping, Inc. for 2016 pavement markings in the amount of \$167,247.35.

PROJECT NO. 2016-07
RENEWAL BID # 12-F-0012
DOUGLAS COUNTY, KANSAS
TYPE OF WORK: TRAFFIC MARKING
ITEM: REVISED UNIT PRICES FOR 2016 MAINTENANCE SEASON
DATE : January 4, 2016

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	2015 UNIT PRICE	2015 AMOUNT	APPROX. QUANTITY	2016 UNIT PRICE	2016 AMOUNT
1	Application of Painting Materials (4") (White/Yellow)	Gal.	10,276	\$4.75	\$48,811.00	10,335	\$4.75	\$49,091.25
2	Material Cost (Paint) (Yellow)	Gal.	3,886	\$11.11	\$43,173.46	3,919	\$11.20	\$43,892.80
3	Material Cost (Paint) (White)	Gal.	6,390	\$11.11	\$70,992.90	6,416	\$11.20	\$71,859.20
4	Pavement Marking (Paint) (White) (18")	L.F.	208	\$0.15	\$31.20	208	\$0.30	\$62.40
5	Pavement Marking (Paint) (White) (24")	L.F.	401	\$0.20	\$80.20	401	\$0.40	\$160.40
6	Pavement Marking (Paint) (Yellow) (18")	L.F.	686	\$0.15	\$102.90	686	\$0.30	\$205.80
7	4" Dashed Lines	L.F.	955	\$0.10	\$95.50	955	\$0.10	\$95.50
8	Pavement Marking Symbol (White) (Paint) (Turn Arrow, Lt-Rt.)	Ea.	49	\$10.00	\$490.00	49	\$20.00	\$980.00
9	Pavement Marking Symbol (White) (Paint) (Combination Arrow)	Ea.	3	\$10.00	\$30.00	3	\$20.00	\$60.00
10	Pavement Marking Symbol (Paint) (White) ("ONLY")	Ea.	1	\$15.00	\$15.00	1	\$30.00	\$30.00
11	Pavement Marking Symbol (Paint) (White) (RR Xing. Symbol)	Ea.	9	\$45.00	\$405.00	9	\$90.00	\$810.00

GRAND TOTAL

\$164,227.16

GRAND TOTAL

\$167,247.35

BUDGETED AMOUNT

\$155,742.00

BUDGETED AMOUNT

\$167,500.00

111 East 11th Street, Unit 200
Lawrence, KS 66044
phone: (785) 832-5237
fax: (785) 330-2801



email: eccdept@douglas-county.com
website: www.douglas-county.com

RANDY L. ROBERTS
Director

MEMORANDUM

To: Board of County Commissioners

From: Randy L. Roberts, Director

Re: Consent Agenda Item to approve annual service and maintenance contracts for DGCO Emergency Communications.

Date: January 20, 2016

Re: Consent Agenda item waiving formal bidding process and authorize staff to access the State of Kansas, Western States Contract Alliance, and related MARC (Mid America Regional Council) contracts for the renewal of existing annual maintenance agreements and service contracts for the Communications Center and tower sites. Second, support the ongoing 24/7 maintenance, upgrades and improvements to the DGCO Emergency Communications Center located at the DGCO Law Enforcement Center and communication tower sites.

Rave Mobility (Smart 911) Software agreement (February 1, 2016-January 31, 2017)	\$25,000.00
P1 Group (HVAC Maintenance agreement LEC and tower sites)	\$11,832.00
Flair Tower Site lease Payment (\$16,200.00 DGCO equip/\$11,245.56 JOCO backup equip)	\$27,445.56
Lecompton Site lease Payment (January 2016 – December 2016)	\$19,800.00
Globe Tower Site Payment (January 2016-December 2016)	\$13,869.00

The total for all contracts is \$97,946.56. All contracts are funded through the 911 Fee Fund and not obligated through the General Fund as an operating cost. With the exception of the Rave Mobility contract that runs February 1, 2016 - January 31, 2017, all contracts run January 1, 2016 – December 31, 2016. The maintenance agreements cover the 24/7 maintenance and upgrades for the Communication Centers equipment, as well as the Communication Centers tower sites.

Action Required: Consent agenda authorization for Emergency Communications Director to approve 2016 Service and Maintenance agreements.

911 ADVISORY BOARD

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Douglas County
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CHIEF MARK BRADFORD
Lawrence Douglas County
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RANDY L. ROBERTS
Director

MEMORANDUM

To: Board of County Commissioners

From: Randy L. Roberts, Director

Re: Consent Agenda Item to approve Commenco, Inc. maintenance agreement for DGCO Emergency Communications.

Date: January 20, 2016

Consent Agenda item waiving formal bidding process and authorize staff to access the State of Kansas, Western States Contract Alliance, and related MARC (Mid America Regional Council) contracts for the renewal of a four (4) year maintenance agreement for the current VESTA 911 telephone system with Commenco, Inc. Second, support the ongoing 24/7 maintenance, upgrades and improvements to the DGCO Emergency Communications Center located at the DGCO Law Enforcement Center directly related to the emergency telephone system.

Funds for the maintenance agreement with Commenco, Inc. are budgeted in the 911 Fee Funds allocated for the Emergency Communications Center. The maintenance agreement covers the 24/7 maintenance and upgrades for the communications centers emergency telephone equipment.

The original agreement was approved by the DGCO Commission on March 2, 2011. This maintenance agreement is more cost effective and far more responsive than spot calls for service, as equipment malfunctions are a normal expectation in the 24/7 operation for the center.

Total for the maintenance contract is \$57,015.20 for a renewable annual contract for the period of January 29, 2016 through January 28, 2020.

Action Required: Consent agenda authorizing for Emergency Communications Director to approve the four year maintenance agreement with Commenco, Inc.

911 ADVISORY BOARD

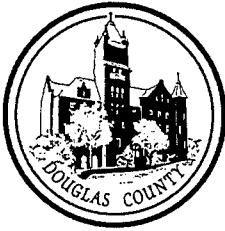
SHERIFF KENNETH MCGOVERN
Douglas County
Chairman

CHIEF MARK BRADFORD
Lawrence Douglas County
Fire-Medical Services
Vice Chairman

CHIEF TARIK KHATIB
Lawrence Police Department

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Kansas University
Public Safety

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Eudora City Fire Department



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

MEMORANDUM

To : Board of County Commissioners

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

Date : January 25, 2016

Re : Consent Agenda approval of Agreement No. 16-16
Federal Fund Exchange Program agreement with KDOT

You will recall during a November 2015 meeting, the BoCC authorized me to apply to KDOT for a federal funds exchange to partially reimburse costs of Project Nos. 2014-08 & 2014-09, Route 1055 improvements from Route 12 to Vinland. KDOT requires execution of the attached agreement in order to process the reimbursement. Please note in Article II, paragraph 3, KDOT will retain our current balance of \$685,789.39 in federal funds, and will reimburse Douglas County \$617,210.45 in state funds towards the costs of Project Nos. 2014-08 & 2014-09. This is in accordance with the \$0.90/\$1.00 exchange rate we discussed in November.

The state funds received from this federal funds exchange should be deposited in a revenue line item in the CIP. These monies will be targeted toward Project No. 2015-05, Route 458 improvements from Route 1 to Banning's Corner. That project is scheduled in the CIP for 2017 construction.

Action Required: Consent Agenda approval of Agreement No. 16-16, federal fund exchange agreement with KDOT. The BoCC must sign two (2) original copies of the agreement.

PROJECT NO. 23 C-4792-15
FUND EXCHANGE
DOUGLAS COUNTY, KANSAS

AGREEMENT

This Agreement is between MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT) (the “Secretary”) and DOUGLAS COUNTY, KANSAS (the “County”).

RECITALS:

- A. Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to Secretary.
- B. County desires to exchange all or a portion of County’s annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. Secretary and County are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of county roads utilizing federal or state funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “**County**” means Douglas County, Kansas.
3. “**Effective Date**” means the date this Agreement is signed by the Secretary or his designee.
4. “**Exchange Rate**” means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.

5. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
6. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Parties”** means the Secretary and KDOT, individually and collectively, and the County.
8. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
9. **“State Funds”** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** Secretary is authorized by County to take such steps as are deemed by Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** County has submitted a program application for this Federal Fund exchange, which is hereby incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the County requests to use the banked funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to \$685,789.39 in Federal Funds.
 - (b) When the County requests to use the exchanged or banked funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) County authorizes Secretary to retain and use \$685,789.39 of County’s annual allotment of Federal Funds for federal fiscal year 2015 in exchange for State Funds at the Exchange Rate.
 - (ii) Secretary shall reimburse County, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to \$617,210.45. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the County.
 - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by County.

- (iv) County understands that Secretary may use the retained Federal funds exchanged by County for any federally eligible purpose or project within the State.
- (v) The Secretary will make partial payments to County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by County and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) County shall not deposit the exchanged State Funds into the operating budget for the County.
- (b) County shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) specific road and bridge projects, as pre-approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines, including but not limited to roadway construction, reconstruction or rehabilitation, pavement preservation programs, bridge construction, replacement, rehabilitation, repair and removal, construction of low water crossing, safety improvement programs; and
 - (ii) for all phases of the pre-approved road and bridge project including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the road or bridge project, County shall notify Secretary and allow the Secretary to participate in a final review of the road or bridge project. Reviews by the Secretary are not done for the benefit of County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by County.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State funds. If, in the judgment of Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, Secretary may terminate this Agreement without further notice. Secretary will not be responsible to County for any reduction in State Funds.

6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal funds. If, due to Congressional funding restrictions, sufficient Federal funds have not been allocated to County, Secretary shall exchange funds in the amount available.
7. **Audit.** County will participate and cooperate with Secretary in an audit which will occur either annually or by project. County shall make its records and books available to representatives of Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the County for items considered non-participating, County shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Right of Way Acquisition.** All right of way acquisition for the project shall be done in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
10. **Legal Authority.** County shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
11. **Indemnification.** To the extent permitted by law, County agrees to defend, indemnify, hold harmless, and save Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by County or County's employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary and County and their successors in office.

4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

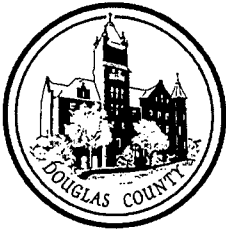
Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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

MEMORANDUM

To : Board of County Commissioners

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

Date : January 27, 2016

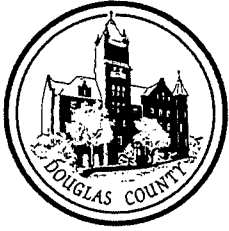
Re : Consent Agenda authorization to solicit bids for Project No. 2016-54
Treatment of Eurasian Watermilfoil at Lone Star Lake with Sonar One

We request authorization to solicit bids for treatment of Eurasian Watermilfoil (EWM) at Lone Star Lake with Sonar One herbicide. Sonar One is a systemic herbicide that is applied at a very low dosage (4-7 ppb) over a 60-day period. It is a whole lake treatment that provides the best chance of eradicating EWM from Lone Star Lake.

During the October 28, 2015 meeting, the BoCC approved a Communities Fisheries Assistance Program (CFAP) grant agreement to help pay for a Sonar One treatment of Lone Star Lake. The agreement stipulates the Kansas Department of Wildlife, Parks and Tourism (KDWPT) will reimburse Douglas County for 57.1% of the total project cost up to a maximum KDWPT contribution of \$40,000. Douglas County would be responsible for the remaining 42.9% of the project cost. We estimate the total project cost to be approximately \$70,000 for which Douglas County's cost responsibility would be approximately \$30,000. Douglas County's cost share will be paid from the Special Parks & Rec fund.

We plan to competitively bid the work. Treatment would be done in April or May. Since the herbicide is applied in very low dosages, there will be no need to restrict recreational activities on the lake during treatment.

Action Required: Consent Agenda authorization to solicit bids for Project No. 2016-54, the treatment of Eurasian Watermilfoil at Lone Star Lake with Sonar One herbicide.



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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 *KB*
Doug Stephens, Operations Division Manager

Date : January 29, 2016

Re : Consent Agenda Approval of Annual Noxious Weed Management Plan and Eradication Progress Report

Attached are copies of the 2016 Douglas County Noxious Weed Management Plan and the Annual Noxious Weed Eradication Progress Report 2015. These plans will be sent to the Kansas Department of Agriculture and require signatures of the Board of County Commissioners.

ACTION: Recommend approval of the plans and signatures of all Board of County Commission members.

Annual Noxious Weed Eradication Progress Report 2015

as required by KSA 2-1316



Douglas County Noxious Weed Dept

Noxious Weed Supervisor:

John Landon

Noxious Weed Department Personnel

Name	Job Title	% Time Spent on Noxious Weeds	Weed Director Salary
John Landon	Noxious Weed Director	100	\$64,577.10
Daryl Messer	Vegetation Control Specialist	50	\$46,996.24
Alan Hollinger	Vegetation Control Specialist II	100	\$45,297.05
Reggie Demby	Vegetation Control Specialist II	100	\$35,456.37
Brandon French	Vegetation Control Specialist II	100	\$33,255.98
Donna Miller	Administrative Officer	50	
Robin Wadkins	Administrative Secretary	50	

Financial Summary - Noxious Weed Fund

	Amount
Mil levy for 2015	41.098
County valuation for 2015	\$1,208,648,207.00
Beginning Budget Balance for 2015	\$273,663.00

Expenditures

Commodities - Chemicals	\$101,303.44	
Commodities - Other	\$215.44	
Contractual Expenses	\$1,340.34	
Personnel Expenses	\$168,019.52	
Total Expenditures		\$270,878.74
Ending Budget Balance		\$2,784.26

Carryover to next year's budget for 2015 to 2016 \$0.00

Capital Outlay Fund

	Amount
Beginning Balance	\$273,663.00
Receipts	\$0.00
Expenditures	\$270,878.74
Ending Balance	\$2,784.26

FYI - this budget is used out of a "General Fund" shared with others. So any revenues received DO NOT go back into a separate budget for Noxious Weed Department. All parts and fuel were paid out of Douglas County "Fleet Budget".

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

Year
2015 ★

Estimated Acreage of Noxious Weeds

Noxious Weed	Private	County	Township	State	Federal	City	Total
Field Bindweed	2393.4	493.1	1347.8	630.5	360.7	2135.6	7361.1
Johnsongrass	2502.3	190.8	940.7	430.1	361.7	270.8	4696.4
Musk Thistle	2401.9	100.9	1349.8	458.6	360.7	600.0	5271.9
Quackgrass	222.3						222.3
Russian Knapweed					222.3		222.3
Sericea Lespedeza	4953.6	120.9	370.7	1300.4	1710.6	179.8	8636.0
Totals	12473.5	905.7	4009.0	2819.6	3016.0	3186.2	26410.0

Estimated Acreage of Noxious Weed on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Field Bindweed			2.0		180.8	1519.7	447.6		99.9	2393.4
Johnsongrass			10.0		182.8	1396.3	454.6		91.9	2502.3
Musk Thistle					181.8	1536.7	470.6		101.9	2401.9
Quackgrass										222.3
Sericea Lespedeza						139.9				4953.6
Totals			12.0		545.4	4592.6	1372.8		293.7	12473.5

Weeds declared Noxious by the County: Multiflora Rose ☐ Bull Thistle ☐

Herbicide Disbursement Summary

Chemical	Purchase Price	Cost Share Price	Total Disbursed
2-4 D	\$11.09	\$11.00	1205.000 gal
2-4 D	\$0.25	\$0.00	5008.000 oz
GLYPHOSATE	\$10.98	\$11.00	585.000 gal
METSULFURON METHYL	\$3.61	\$4.00	280.000 oz
PICLORAM	\$45.79	\$40.00	419.000 gal
TRICLOPYR + 2-4 D	\$84.33	\$69.00	385.000 gal
Triisopropanolammonium salt	\$299.73	\$227.00	110.000 gal
Triisopropanolammonium salt	\$76.22	\$63.00	15.000 qt

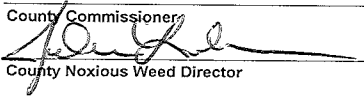
Enforcement Summary

Warning Notices	1	Diversion Agreements	0	Demonstration Plots	0
Legal Notices	29	Accounts to Tax Roll	1	Feed and Hay Inspection	0
Court Cases	0	Meetings Sponsored	1	Publish General Notice	1

Enforcement Comments:

We certify this is a correct copy of the Douglas County Noxious Weed Dept Program for 2015

We certify that John Landon is employed as Douglas County Noxious Weed Dept Director for 2016

Chairman, Board of County Commissioners	Date	County Commissioner	Date
County Commissioner	Date	County Commissioner	Date
County Commissioner	Date	 County Noxious Weed Director	1/29/16 Date

Annual Noxious Weed Eradication Progress Report
Treatment Summary

2015 ★

Douglas County Noxious Weed Dept

Acres Treated

Noxious Weed	Private	County	Township	State	Federal	City	Cost Share	Total
Field Bindweed	647	5	33	147				832
Johnsongrass	867.1	10	28.5	14.5	20			940.1
Musk Thistle	10002	766	46	67	10	4		10895
Sericea Lespedeza	3260.1	104	9	3456	104			6933.1
Totals	14776.2	885	116.5	3684.5	134	4		19600.2

Acres Treated on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Field Bindweed					5	461	30		5	623
Johnsongrass		15	5		20	577	20		5.1	847.1
Musk Thistle						9578			136	10002
Sericea Lespedeza			8		242.4	2567				3140.1
Totals		15	13		267.4	13183	50		146.1	14612.2

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2015 ★

Field Bindweed

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County						5.0							5.0
Private								24.0					24.0
Private CRP							5.0						5.0
Private Hay Meadow					42.0	25.0	20.0	10.0	20.0	5.0			122.0
Private Non-Ag							5.0						5.0
Private Other					10.0	10.0	10.0						30.0
Private Pasture			5.0	30.0	60.0	60.0	109.0	85.0	92.0	20.0			461.0
State								147.0					147.0
Township							33.0						33.0
Total Acreage			5.0	30.0	112.0	100.0	182.0	266.0	112.0	25.0			832.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE				30.0	15.0	20.0	20.0	90.0	60.0	10.0			245.0
ESCORT								14.0					14.0
Hardball							33.0	147.0					180.0
Milestone (gal)							64.0						64.0
ROUNDUP			5.0		97.0	80.0	65.0	15.0	20.0	15.0			297.0
TORDON									16.0				16.0
TORDON + 2-4 D									16.0				16.0
Total Acreage			5.0	30.0	112.0	100.0	182.0	266.0	112.0	25.0			832.0

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2015 ★

Johnsongrass

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County							10.0						10.0
Federal							20.0						20.0
Private								20.0					20.0
Private Corn						15.0							15.0
Private CRP						10.0	5.0	5.0					20.0
Private Hay Meadow					35.0	39.0	30.0	75.0	11.0		5.0		195.0
Private Non-Ag					5.0		0.1						5.1
Private Other								20.0					20.0
Private Park					10.0								10.0
Private Pasture				5.0	142.0	110.0	105.0	135.0	40.0	15.0	25.0		577.0
Private Soybean								5.0					5.0
State								14.5					14.5
Township							28.5						28.5
Total Acreage				5.0	192.0	174.0	198.6	274.5	51.0	15.0	30.0		940.1

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Outrider							28.6	14.5	1.0				44.1
ROUNDUP				5.0	192.0	174.0	170.0	260.0	50.0	15.0	30.0		896.0
Total Acreage				5.0	192.0	174.0	198.6	274.5	51.0	15.0	30.0		940.1

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2015 ★

Musk Thistle

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice					2	1							3
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City							4.0						4.0
County					116.0	10.0						640.0	766.0
Federal							10.0						10.0
Private Hay Meadow			10.0	60.0	46.0	76.0	30.0	26.0	10.0	30.0			288.0
Private Non-Ag					1.0					135.0			136.0
Private Pasture		40.0	3334.0	2589.6	1408.8	1180.0	357.6	554.0	90.0	20.0	4.0		9578.0
State						59.0		8.0					67.0
Township						28.0	18.0						46.0
Total Acreage		40.0	3344.0	2649.6	1571.8	1353.0	419.6	588.0	100.0	185.0	4.0	640.0	10895.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE		40.0	40.0	650.0	566.0	690.0	340.0	500.0	20.0	50.0	4.0		2900.0
ESCORT					16.0	16.0							32.0
Hardball					1.0	87.0	22.0	8.0					118.0
Milestone (gal)			512.0	150.0				64.0				256.0	982.0
Milestone (qt)				57.6	12.8		25.6						96.0
TORDON			1696.0	576.0	400.0	16.0	32.0	16.0	16.0	135.0		384.0	3271.0
TORDON + 2-4 D			1096.0	1216.0	576.0	544.0			64.0				3496.0
Total Acreage		40.0	3344.0	2649.6	1571.8	1353.0	419.6	588.0	100.0	185.0	4.0	640.0	10895.0

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2015 ★

Sericea Lespedeza

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice							1						1
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County									48.0			56.0	104.0
Federal							104.0						104.0
Private							8.0	112.0					120.0
Private CRP					48.0	21.4	61.0	64.0	48.0				242.4
Private Hay Meadow				32.0	16.0	42.7	24.0	104.0	104.0				322.7
Private Pasture			48.0	109.0	637.0	659.0	320.0	457.0	313.0	24.0			2567.0
Private Soybean									8.0				8.0
State								3456.0					3456.0
Township							9.0						9.0
Total Acreage			48.0	141.0	701.0	723.1	526.0	4193.0	521.0	24.0		56.0	6933.1

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE							5.0						5.0
ESCORT						16.0		112.0	224.0				352.0
PASTUREGARD							1.0	1.0					2.0
PASTUREGARD HL			48.0	141.0	701.0	707.1	520.0	4080.0	297.0	24.0		56.0	6574.1
Total Acreage			48.0	141.0	701.0	723.1	526.0	4193.0	521.0	24.0		56.0	6933.1

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2015 ★

Field Bindweed	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City									8	40			48
County									11				11
Federal									8				8
Private CRP									4				4
Private Non-Ag									2				2
Private Other									10				10
Private Pasture									34				34
Private Railroad									2				2
Private Soybean									0				0
Private Wooded Area									1				1
State									2	12			14
Township										30			30
Total Acreage Infested									82	82			164

	Total Acreage Infested	Acres Surveyed 9440	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
				0.0	0.0	0.0	
City	48.0			2134.1	1.5	2135.6	
County	11.0			489.1	4.0	493.1	
Federal	8.0			355.7	5.0	360.7	
Private CRP	4.0			177.8	3.0	180.8	
Private Non-Ag	2.0			88.9	11.0	99.9	
Private Other	10.0			444.6	3.0	447.6	
Private Pasture	34.0			1511.7	8.0	1519.7	
Private Railroad	2.0			88.9	10.0	98.9	
Private Soybean	0.0			0.0	2.0	2.0	
Private Wooded Area	1.0			44.5	0.0	44.5	
State	14.0			622.5	8.0	630.5	
Township	30.0			1333.8	14.0	1347.8	
	164.0	Total Estimated Acreage		7291.6	69.5	7361.1	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2015 ★

Johnsongrass	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City									6				6
County									4				4
Federal									8				8
Private CRP									4				4
Private Non-Ag									2				2
Private Other									10				10
Private Pasture									31				31
Private Railroad									2				2
Private Soybean									0				0
Private Wooded Area									6				6
State									2	7			9
Township										21			21
Total Acreage Infested									75	28			103

	Total Acreage Infested	Acreage Surveyed 9440	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	6.0			266.8	4.0	270.8	
County	4.0			177.8	13.0	190.8	
Federal	8.0			355.7	6.0	361.7	
Private CRP	4.0			177.8	5.0	182.8	
Private Non-Ag	2.0			88.9	3.0	91.9	
Private Other	10.0			444.6	10.0	454.6	
Private Pasture	31.0			1378.3	18.0	1396.3	
Private Railroad	2.0			88.9	11.0	99.9	
Private Soybean	0.0			0.0	10.0	10.0	
Private Wooded Area	6.0			266.8	0.0	266.8	
State	9.0			400.1	30.0	430.1	
Township	21.0			933.7	7.0	940.7	
	103.0	Total Estimated Acreage		4579.4	117.0	4696.4	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2015 ★

Musk Thistle	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City									8	5			13
County									2				2
Federal									8				8
Private CRP									4				4
Private Non-Ag									2				2
Private Other									10				10
Private Pasture									34				34
Private Railroad									2				2
State									2	8			10
Township										30			30
Total Acreage Infested									72	43			115

	Total Acreage Infested	Acres Surveyed 9440	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	13.0			578.0	22.0	600.0	
County	2.0			88.9	12.0	100.9	
Federal	8.0			355.7	5.0	360.7	
Private CRP	4.0			177.8	4.0	181.8	
Private Non-Ag	2.0			88.9	13.0	101.9	
Private Other	10.0			444.6	26.0	470.6	
Private Pasture	34.0			1511.7	25.0	1536.7	
Private Railroad	2.0			88.9	22.0	110.9	
State	10.0			444.6	14.0	458.6	
Township	30.0			1333.8	16.0	1349.8	
	115.0	Total Estimated Acreage		5112.9	159.0	5271.9	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2015 ★

Sericea Lespedeza	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City									4				4
County									2				2
Federal									19				19
Private Pasture									2				2
Private Railroad									2				2
Private Wooded Area									53				53
State									19	10			29
Township										8			8
Total Acreage Infested									101	18			119

	Total Acreage Infested	Acres Surveyed 9440	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	4.0			177.8	2.0	179.8	
County	2.0			88.9	32.0	120.9	
Federal	19.0			844.8	13.0	857.8	
Federal	19.0			844.8	8.0	852.8	
Private Pasture	2.0			88.9	51.0	139.9	
Private Railroad	2.0			88.9	2.0	90.9	
Private Wooded Area	53.0			2356.4	7.0	2363.4	
Private Wooded Area	53.0			2356.4	3.0	2359.4	
State	29.0			1289.4	11.0	1300.4	
Township	8.0			355.7	15.0	370.7	
	191.0	Total Estimated Acreage		8492.0	144.0	8636.0	

2016 DOUGLAS COUNTY NOXIOUS WEED MANAGEMENT PLAN

PURPOSE:

The Douglas County Noxious Weed Division is part 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 Division is responsible for eradicating noxious weeds along County maintained highway right-of-ways and other County owned properties; State roads; make available for sale approved herbicides for the treatment of noxious weeds; and enforcement of the Noxious Weed Law.

RESOURCES:

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

- Chemical Sales –
- Hours of Operations: Monday thru Friday 7:00am-3:30pm
- Full time Weed Director
- Administrative duties performed by the Operations Division Secretary
- Three full-time Vegetation Management Worker II
- One seasonal laborer during spray season
- Additional licensed applicators (2)
- Three trucks equipped with mounted chemical sprayers
- One John Deer Gator with a 30 gallon sprayer
- Three rental trailers mounted chemical sprayers available to County property owners
- Chemical warehouse with a 2,000 gallon storage capacity, eye wash station
- Digital camera
- AVL tracking on all spray equipment

The automation of the County Appraisers Office has progressed to allow a geographical informational system. The weed department has invested in a GPS system to aid in the pinpoint accuracy of infestations, identifying property owners, and eliminating days of processing and misidentification.

Additional *external* resources available to the department consist of 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. Contact and joint inspections will be conducted with the Agriculture Agent of the County Extension Office when requested.

PROFESSIONAL DEVELOPMENT:

The Weed Director and Vegetation Control Specialist 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.

Douglas County Noxious Weed Department is a participant in Drift Watch which is a program created by the Kansas Department of Agriculture in supporting sensitive crop growers. It is a program established to identify, register and provide signage for "Sensitive Crop" growers within Douglas County.

Douglas County contract sprays for the following Government entities within the County: Eudora Township, City of Eudora, Palmyra Township, Lecompton Township, Kaw Drainage District, and Kansas Department of Transportation (KDOT).

NOXIOUS WEED CONTROL:

The noxious weeds currently present in Douglas County are: Musk Thistle; Canada Thistle; Field Bindweed; Johnson Grass; Sericea Lespedeza, and a small amount of Multiflora Rose .

The Noxious Weed Division 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.

The Noxious Weed Division issues a General Notice to Control Noxious Weeds the first of March that is published in the official County newspaper.

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:

No sale of Glyphosate till May 15th

Glyphosate - - 10 gallons per season

No sale of Tordon 22K from July 1st to September 1st

Chemical sales shall be suspended from December 1st through March 1st

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 2014 Noxious Weed Management Plan as required by K.S.A. 2-1317.

James E. Flory, Chairman, Board of Commissioners

Date

Nancy Thellman, Commissioner

Date

Mike Gaughan, Commissioner

Date



John Landon, County Noxious Weed Director

1/29/16

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.

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
- 2. Treat areas with 3 – 7oz of Milestone

SPRING TREATMENT PROGRAM JUNE 1 – JULY 1

- 1. Treat known infestations with 2,4-D and Tordon 22K

SUMMER TREATMENT PROGRAM JULY 1 – OCTOBER 1

- 1. Spot treat only if the field bindweed is not under stress, 2,4-D
- 2. Full spray with Tordon 22K after September 1st
- 3. Use Escort around grape vineyards and orchards, where you can't spray 2,4-D or Tordon 22K

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..

- 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
- 2. Treat rural areas with 5 fl oz per acre of Milestone

SPRINGTREATMENT PROGRAM MARCH 15 – JUNE 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. When flowering starts use ½ oz of Escort to kill germination.
- 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.
- 2. Use Escort if flowering
- 3. Check and treat all previously treated areas and spot treat or dig missed rosettes.

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 prevents the production of viable seed.

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 (Roundup) or Plateau,

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, with Glyphosate (Roundup) at $\frac{1}{2}$ gal per acre or 2 oz per 1 gallon water.

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. Or spot spray with ½ oz Escort
3. PastureGard 1 ½ pts
4. Mowing will help control.

SPRING TREATMENT PROGRAM

1. No treatment
2. Need to wait until all seed have sprouted and growing around May 15th starts

SUMMER TREATMENT PROGRAM JULY thru SEPTEMBER

1. Full spray areas with 2 pts. Remedy + 1 qt. 2,4-D
2. Or ½ oz Escort + 2,4-D
3. PastureGard 1 ½ pts
4. Identify:
 - a. Sensitive areas
 - b. High water tables
 - c. Areas where drainage water moves off the property



DOUGLAS COUNTY PUBLIC WORKS

3755 East 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglas-county.com
www.douglas-county.com

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

MEMORANDUM

TO : Douglas County Commission

FROM: Keith A. Browning, P.E., Director of Public Works/County Engineer
Michael D. Kelly, L.S., County Surveyor

DATE : January 29, 2016

RE : Road Records Revision; N600 Road and E650 Road

Lone Star Lake Park was created in the 1930's. Once the lake was filled certain roads were under water and had to be relocated so they could continue to serve the transportation needs of the public.

Portions of N600 Road (permanent road record no. 47) and E650 Road (permanent road record no. 606) are now and have been traveled for many decades in locations different than described when originally established prior to construction of the lake. Please see the attached road survey. It is apparent our permanent road records were not changed to show the relocated travelways.

This issue was identified during the process to plan the replacement of a crossroad drainage culvert located on N600 Road at 646E.

A resolution has been prepared that will alter the road's official descriptions to reflect their locations as traveled.

Action Required: Consider and approve the attached resolution altering road records for N600 Road (permanent road record no. 47) and E650 Road (permanent road record no. 606).

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS FORMALLY AMENDING DOUGLAS
COUNTY ROAD RECORDS.

WHEREAS, for more than 150 years the Board of County Commissioners of Douglas County, Kansas (the "Board") has viewed, surveyed, laid out, and assessed damages for hundreds of public roads in Douglas County Kansas, all in accordance with applicable law;

WHEREAS, since the Board began creating public roads, the Board has made concerted efforts to permanently retain records documenting its creation of such roads, with the Public Works Department having had charge and custody of such permanent public road records as long as anyone having knowledge of the situation can remember;

WHEREAS, the permanent public road records are available for public viewing and, over the years, the permanent road records relating to individual public roads have occasionally been borrowed and not returned or otherwise lost and misplaced;

WHEREAS, in the early 1930s, the Civilian Conservation Corps built Lone Star Lake on 430 acres just southwest of the unincorporated community of Lone Star. At that time the lake was created, certain roads shown in Exhibit A were relocated/constructed for traveling within Lone Star Lake Park and around the lake;

WHEREAS, the County can find no permanent road records relating to the roads surrounding Lone Star lake as shown in Exhibit A (the "Public Roads"), but which were constructed and were open for public use more than 80 years ago and have, thereafter, been continuously traveled, improved, and maintained as public roads;

WHEREAS, the Board adopts this Resolution to provide a permanent record to document the location of the Public Roads.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS AS FOLLOWS:

1. Location of Public Roads. The Board finds that the actual location of the Public Roads are as follows:

centerline of Permanent Road Record No. 606 as currently traveled:

beginning 15 feet west and 4096 feet north of the southeast corner of the Southwest Quarter of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence North 3 degrees 33 minutes 14 seconds West (with the east line of the Northwest Quarter having an assumed bearing of North 1 degree 40 minutes 29 seconds West) a distance of 333.97 feet; thence North 21 degrees 2 minutes 16 seconds West a distance of 64.21 feet; thence South 84 degrees

56 minutes 18 seconds East a distance of 75.90 feet to the intersection with the Lone Star Lake Park Boundary and the point of termination; ALSO, commencing 15 feet west and 4096 feet north of the southeast corner of the Southwest Quarter of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence North 3 degrees 33 minutes 14 seconds West (with the east line of the Northwest Quarter having an assumed bearing of North 1 degree 40 minutes 29 seconds West) a distance of 333.97 feet; thence North 21 degrees 2 minutes 16 seconds West a distance of 64.21 feet to the point of beginning; thence North 84 degrees 56 minutes 18 seconds West a distance of 365.14 feet; thence North 84 degrees 25 minutes 24 seconds West a distance of 53.20 feet to the intersection of roads travelling northerly and westerly and the point of termination.

centerline of Permanent Road Record No. 47 as currently traveled:

commencing at the northeast corner of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence west along the north line of said Section 23 a distance of 1501.5 feet (22.75 chains) to the point of beginning; thence continuing west along said north line a distance of 114.72 feet to the intersection with the Lone Star Lake Park Boundary and the point of termination; ALSO,

commencing at the northeast corner of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence along the record centerline of Permanent Road Record No. 47 the following ten courses (using the record distances and directions): West on line 22.75 chains; North 62 degrees 0 minutes West 1.47 chains; South 84 degrees 30 minutes West 5.43 chains; South 74 degrees 0 minutes 2.50 chains; North 76 degrees 0 minutes West 9.45 chains; South 83 degrees 30 minutes West 2.10 chains; South 67 degrees 45 minutes West 3.87 chains; South 3 degrees 45 minutes East 4.86 chains; South 5 degrees 0 minutes West 3.42 chains; South 59 degrees 0 minutes West 8.00 chains to the point of beginning (said point of beginning being North 28 degrees 11 minutes 30 seconds West 2048.39 feet from the center corner of said Section 23); thence North 78 degrees 53 minutes 9 seconds East (with the east line of the Northwest Quarter of said Section 23 having an assumed bearing of North 1 degree 40 minutes 29 seconds West) a distance of 169.99 feet; thence North 75 degrees 20 minutes 19 seconds East a distance of 138.99 feet; thence North 88 degrees 34 minutes 54 seconds East a distance of 104.77 feet; thence South 84 degrees 25 minutes 24 seconds East a distance of 44.36 feet; thence North 12 degrees 59 minutes 6 seconds West a distance of 241.50 feet; thence North 9 degrees 52 minutes 5 seconds a distance of 225.41 feet; thence North 3 degrees 10 minutes 1 second East a distance of 136.68 feet to the intersection with the Lone Star Lake Park Boundary and the point of termination.

Additional right of way for Permanent Road Record No. 47 not described by centerline:

commencing at the northeast corner of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence west along the north line of said Section 23 a distance of 1616.22 feet to the intersection with the Lone Star Lake Park Boundary and the point of beginning; thence northerly at a right angle to said north line a distance of 24.75 feet; thence southwesterly a distance of 74.25 feet (more or less) to said north line (being 70.00 feet west of the point of beginning); thence east along said north line 70.00 feet to the point of beginning; containing 866.25 square feet, more or less.

2. Adoption of Road Survey. The Board adopts the attached Road Survey, dated _____, 2016 and prepared by the County Surveyor, as the amended Road Survey for the portion of the Public Roads described in such amended Road Survey, showing portions of the Public Roads and their widths as actually laid out, constructed, opened, and, thereafter, continuously traveled, improved, and maintained as public roads.

3. Original Road Records Superseded. This Resolution and the Road Survey identified in Section 2 supersede any inconsistent provisions shown on any subsequently located map and filed notes of the original survey of the Public Roads; any such inconsistent provisions do not control the location of the Public Roads and are not claimed as public road right of way.

4. Recordation with Permanent Road Records. This Resolution and the amended Road Survey identified in Section 2 shall be recorded in the permanent road records of Douglas County, Kansas.

5. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

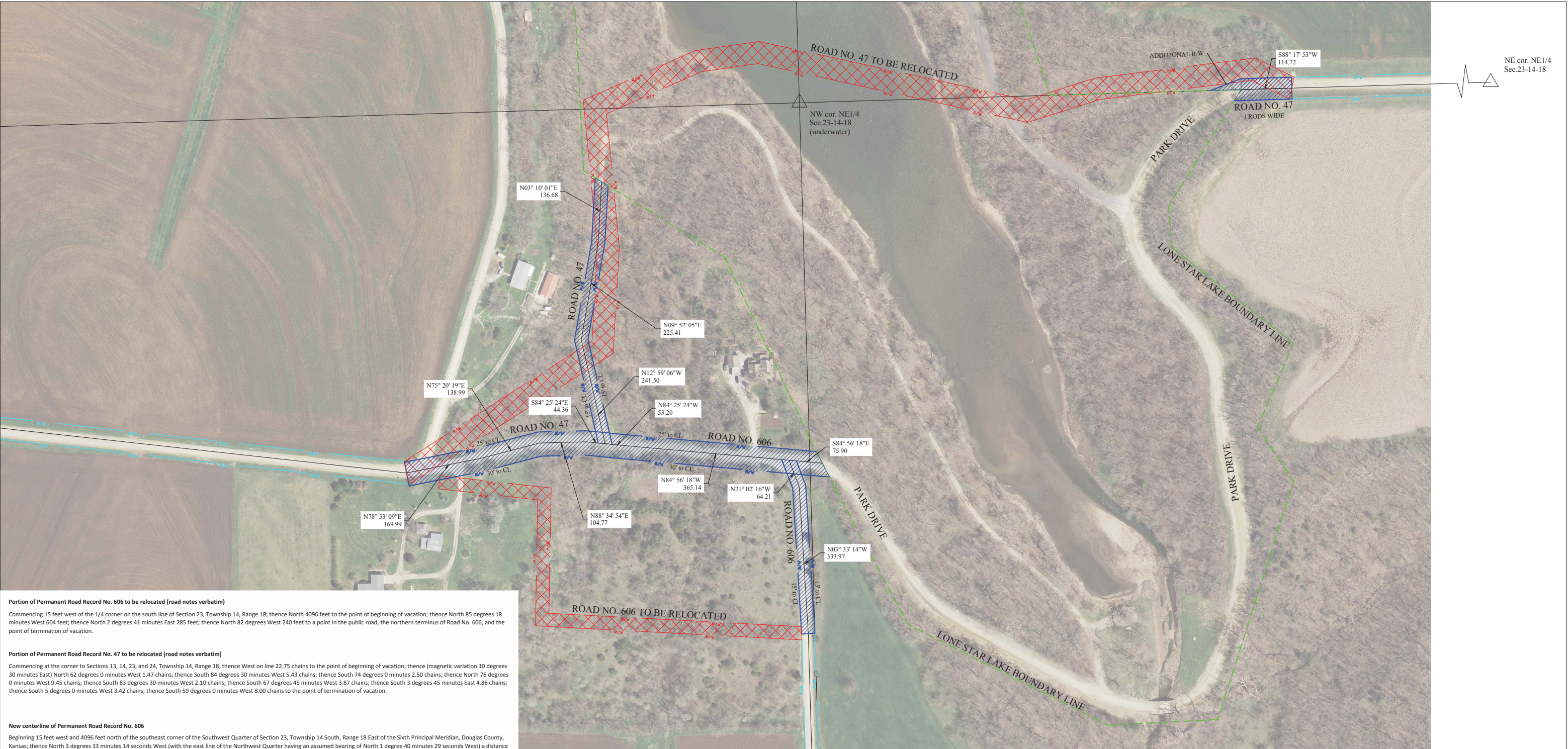
Jim Flory, Chair

ATTEST:

Mike Gaughan , Vice-Chair

Jameson D. Shew, County Clerk

Nancy Thellman , Member



Portion of Permanent Road Record No. 606 to be relocated (road notes verbatim)

Commencing 15 feet west of the 1/4 corner on the south line of Section 23, Township 14, Range 18; thence North 4096 feet to the point of beginning of vacation; thence North 85 degrees 18 minutes West 604 feet; thence North 2 degrees 41 minutes East 285 feet; thence North 82 degrees West 240 feet to a point in the public road, the northern terminus of Road No. 606, and the point of termination of vacation.

Portion of Permanent Road Record No. 47 to be relocated (road notes verbatim)

Commencing at the corner to Sections 13, 14, 23, and 24, Township 14, Range 18; thence West on line 22.75 chains to the point of beginning of vacation; thence (magnetic variation 10 degrees 30 minutes East) North 62 degrees 0 minutes West 1.47 chains; thence South 84 degrees 30 minutes West 5.43 chains; thence South 74 degrees 0 minutes 2.50 chains; thence North 76 degrees 0 minutes West 9.45 chains; thence South 83 degrees 30 minutes West 2.10 chains; thence South 67 degrees 45 minutes West 3.87 chains; thence South 3 degrees 45 minutes East 4.86 chains; thence South 5 degrees 0 minutes West 3.42 chains; thence South 59 degrees 0 minutes West 8.00 chains to the point of termination of vacation.

New centerline of Permanent Road Record No. 606

Beginning 15 feet west and 4096 feet north of the southeast corner of the Southwest Quarter of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence North 3 degrees 33 minutes 14 seconds West (with the east line of the Northwest Quarter having an assumed bearing of North 1 degree 40 minutes 29 seconds West) a distance of 333.97 feet; thence North 21 degrees 2 minutes 16 seconds West a distance of 64.21 feet; thence South 84 degrees 56 minutes 18 seconds East a distance of 75.90 feet to the intersection with the Lone Star Lake Park Boundary and the point of termination.

ALSO

Commencing 15 feet west and 4096 feet north of the southeast corner of the Southwest Quarter of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence North 3 degrees 33 minutes 14 seconds West (with the east line of the Northwest Quarter having an assumed bearing of North 1 degree 40 minutes 29 seconds West) a distance of 333.97 feet; thence North 21 degrees 2 minutes 16 seconds West a distance of 64.21 feet to the point of beginning; thence North 84 degrees 56 minutes 18 seconds West a distance of 365.14 feet; thence North 84 degrees 25 minutes 24 seconds West a distance of 53.20 feet to the intersection of roads travelling northerly and westerly and the point of termination.

New centerlines of Permanent Road Record No. 47

Commencing at the northeast corner of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence west along the north line of said Section 23 a distance of 1501.5 feet (22.75 chains) to the point of beginning; thence continuing west along said north line a distance of 114.72 feet to the intersection with the Lone Star Lake Park Boundary and the point of termination;

ALSO

Commencing at the northeast corner of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence along the record centerline of Permanent Road Record No. 47 the following ten courses (using the record distances and directions): West on line 22.75 chains; North 62 degrees 0 minutes West 1.47 chains; South 84 degrees 30 minutes West 5.43 chains; South 74 degrees 0 minutes 2.50 chains; North 76 degrees 0 minutes West 9.45 chains; South 83 degrees 30 minutes West 2.10 chains; South 67 degrees 45 minutes West 3.87 chains; South 3 degrees 45 minutes East 4.86 chains; South 5 degrees 0 minutes West 3.42 chains; South 59 degrees 0 minutes West 8.00 chains to the point of beginning (said point of beginning being North 28 degrees 11 minutes 30 seconds West 2048.39 feet from the center corner of said Section 23); thence North 78 degrees 53 minutes 9 seconds East (with the east line of the Northwest Quarter of said Section 23 having an assumed bearing of North 1 degree 40 minutes 29 seconds West) a distance of 169.99 feet; thence North 75 degrees 20 minutes 19 seconds East a distance of 138.99 feet; thence North 88 degrees 34 minutes 54 seconds East a distance of 104.77 feet; thence South 84 degrees 25 minutes 24 seconds East a distance of 44.36 feet; thence North 12 degrees 59 minutes 6 seconds West a distance of 241.50 feet; thence North 9 degrees 52 minutes 5 seconds a distance of 225.41 feet; thence North 3 degrees 10 minutes 1 second East a distance of 136.68 feet to the intersection with the Lone Star Lake Park Boundary and the point of termination.

Additional right of way for Permanent Road Record No. 47

Commencing at the northeast corner of Section 23, Township 14 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas; thence west along the north line of said Section 23 a distance of 1616.22 feet to the intersection with the Lone Star Lake Park Boundary and the point of beginning; thence northerly at a right angle to said north line a distance of 24.75 feet; thence southwesterly a distance of 74.25 feet (more or less) to said north line (being 70.00 feet west of the point of beginning); thence east along said north line 70.00 feet to the point of beginning; containing 866.25 square feet, more or less.

SE cor. NW1/4
Sec.23-14-18

SE cor. SW1/4
Sec.23-14-18

SECTION CORNER

EXISTING ROAD R/W

ROAD AS CURRENTLY TRAVELED

ROAD TO BE RELOCATED

LONE STAR LAKE PARK BOUNDARY

NE cor. NE1/4
Sec.23-14-18

NORTH

I hereby certify that this plat accurately depicts the current locations of Permanent Road Record Nos. 47 and 606.

Michael D. Kelly, P.S. #869, Douglas County Surveyor

NOT TO SCALE SHEET 1 OF 1 DATE: 1/27/2016

DOUGLAS COUNTY PUBLIC WORKS

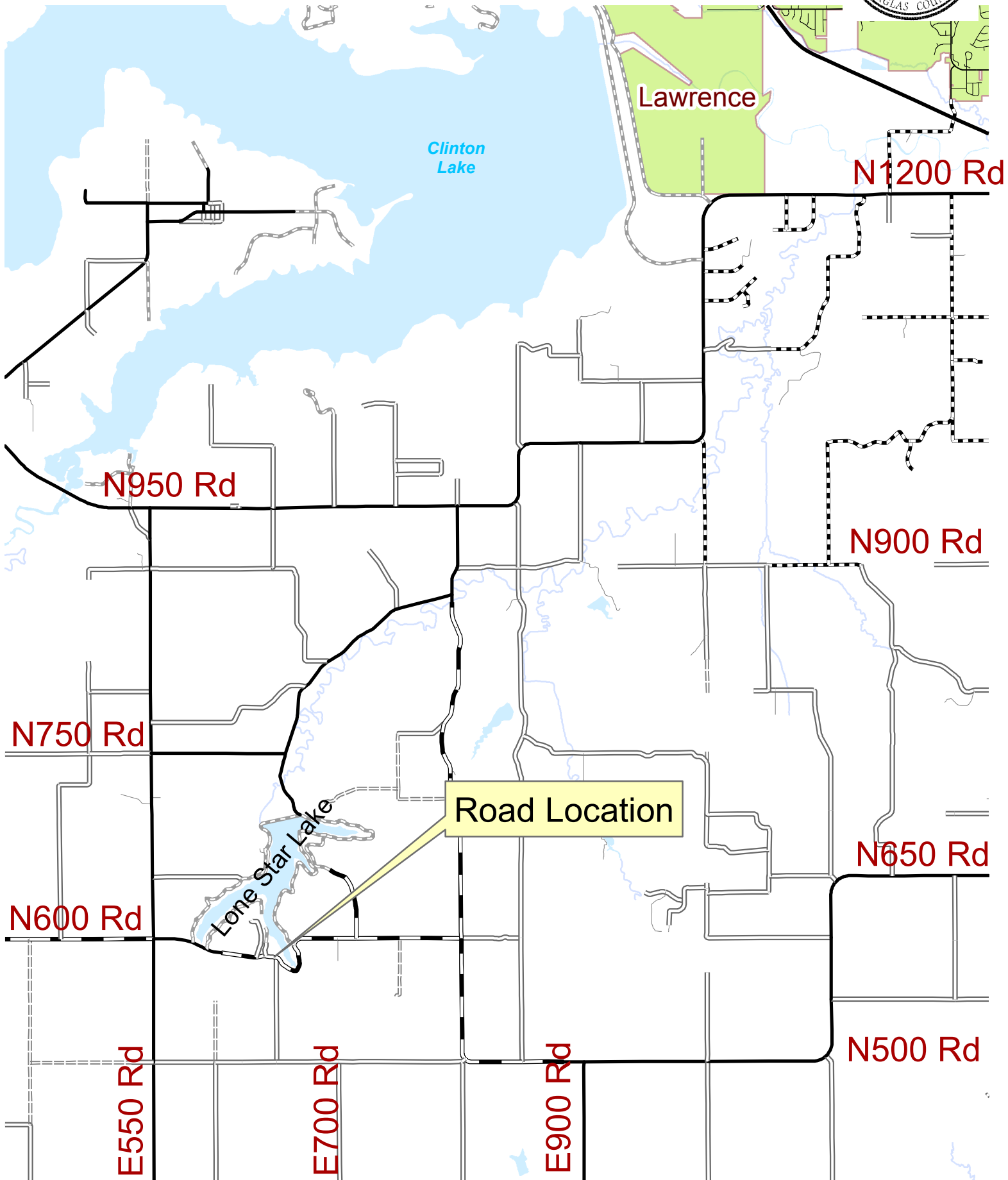
PERMANENT ROAD RECORD NO. 47
PERMANENT ROAD RECORD NO. 606

EXHIBIT A

N600 Road General Location Map



1 inch = 1 miles
1 0.5 0 1 Miles





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: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Contracts for Hazardous Materials Full Scale Exercises

DATE: January 29, 2016

In October the County accepted two State Hazardous Materials Emergency Preparedness grants awarded to Emergency Management. One of the grants was for \$60,000 to conduct a hazardous material functional exercise. Douglas County has an obligation to match 20% of the grant project total. This match will be in-kind (salary, equipment, material, facility use, etc.).

Below identifies the three responses we received to our solicitation. An evaluating committee consisting of LEPC Board members ,Tom Damewood with Lawrence Memorial Hospital and Mike Russell with the University of Kansas Environmental Health & Safety and I evaluated the proposals. Our evaluation criteria included experience and qualifications, cost, timetable, references, history with contractor, and description of proposed hazardous exercise scenario.

Tetra Tech	\$38,907.17
Ascentra	\$60,000.00
The Olson Group	\$49,850.00

During the evaluation process, the committee concluded how valuable it was for the consultant to have experience and knowledge of the player’s roles and responsibilities, and a good understanding of countywide policies, procedures, and processes. It is important to understand that the exercise participants volunteer their time to plan, develop, and participate in the exercises to test and improve our Emergency Operation Plan and agency SOPs. The committee recognized the importance and efficiencies of an established relationship with a consultant for our exercises.

While Ascentra submitted the higher cost, they were selected based on their integrity, record of past performance, technical resources, knowledge of lessons learned, and more exercise support. Ascentra was the only proposal who met the requirement to provide controller and evaluator staffing.

Based on the relationships that have been developed, their experience and knowledge of Douglas County’s operation, the overall consensus was Ascentra’s proposals offer the qualifications that will challenge the participants, provide the best outcome, and were within the awarded grant funds. The State had no objection with the committee’s recommendation.

RECOMMENDATION: The Board of County Commissioners approves contracts with Ascentra in the amount of \$60,000 to conduct a hazardous material functional exercise.



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Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator
Julie Clouse, Management and Information Analyst

SUBJECT: Property and Liability Insurance Renewal

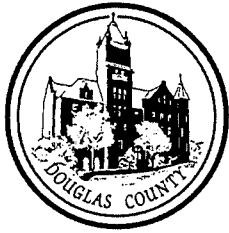
DATE: January 23, 2015

Douglas County's General Property and Liability Insurance coverage expires on February 1st. This package includes property, crime, Inland Marine, General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Management Liability, Employment Practice Liability, and Business Auto coverage. Machinery and Equipment Breakdown coverage is from a separate company, but included in the bundled pricing. This does not include liability coverage for first responders and volunteer firefighters, which staff is still in the process of developing.

The County's Insurance broker, Willis, recommended that the County continue with Travelers and negotiate for a favorable rate. The proposals were finalized on January 29th. Douglas County is considered a favored account, and Travelers agreed to either a guaranteed rate reduction while our value of coverage went up. The market has softened over the past year which resulted in an 8.0% reduction. The rate for 2016 will be \$448,001.

Travelers continues to provide Douglas County with excellent customer service, and they have significant market share and experience with public accounts. Staff recommends renewal of the coverage with Travelers. Full copies of the proposals are available for review. Please let me know if you have any questions or concerns.

Recommended Motion: Authorize the Assistant County Administrator to sign an agreement with Travelers for General Property and Liability Insurance coverage in an amount not to exceed \$448,001.



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To : Board of County Commissioners

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

Date : January 21, 2016

Re : Consideration of Dust Palliative Program for 2016

It is desired to again make available a user-fee dust palliative program for county residents living adjacent to rock surfaced roads. In past years Douglas County has brokered this program with residents paying for the actual cost of material used plus an administrative fee to help absorb our inspection and administrative costs. Participants in the program are also charged a fee to help cover the cost of preparing the road for the dust palliative application.

Last year the material fee of \$1.00 per linear foot allowed for a total application rate of 0.42 gal/square yard (initial application of 0.30 gal/square yard followed by a second application of 0.12 gal/S.Y.), which is very close to the ideal rate of 0.50 gal/square yard. It is anticipated the 2016 material cost for magnesium chloride will increase 2%-4% from the 2015 cost of \$0.90/gallon. The material fee also needs to cover the cost of applying water to the road in preparation for dust palliative treatment. Water application costs vary depending on moisture conditions and the availability of county equipment and personnel. It is recommended to continue the \$1.00/l.f. material fee.

In 2012, we lowered the road preparation fee from \$0.60 per linear foot to \$0.40 per linear foot. Fees collected from properties on township-maintained roads are distributed to the appropriate township to help defer costs to prepare the road for dust palliative treatment. Road preparation fees are difficult to track as good cost data is not available from townships. This department's calculated road preparation costs are lowering significantly. Our calculated 2015 cost was \$0.15/l.f. The lower cost is due in large part to the fact that dust palliative treatment areas are parts of larger road segments that we work on typically in spring. We don't mobilize to prepare only a specific area for dust palliative. Rather, we work on larger road segments that contain the treatment areas. Therefore, we are not confident our records of employee time and material and equipment costs are properly allocated to individual treatment locations. In addition, the number of user-fee program dust palliative treatment locations on county maintained roads is very low. The great majority of locations are on township maintained roads. We recommend keeping the road preparation fee at \$0.40 per linear foot for 2016.

We also track the county's administrative costs. Administrative costs were relatively high in recent years, i.e. \$111.16 per applicant in 2015, \$100.50 per applicant in 2014, \$97.82 per applicant in 2013, and \$96.78 per applicant in 2012. In previous years, administrative costs were \$60.16 per applicant in 2011, \$83.86 per applicant in 2010, \$70.33 per applicant in 2009, and \$56.30 per applicant in 2008. A significant factor in the increase in administrative costs per applicant is the reduced number of applicants. The number of applicants has decreased from 115 applicants in 2008 to 71 applicants in 2015. These costs also vary according to various factors including weather and the contractor's supply of available tanker trucks for applying the dust palliative solution. While administrative costs were high the last three years, we are not sure these higher costs will continue. We recommend keeping the administrative fee for the 2016 program at \$60.00 per applicant.

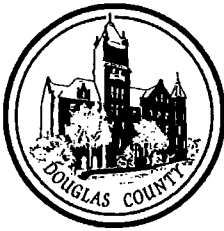
As in the past, we again propose requiring an additional fee for late applications. We typically have people submit applications following the application deadline, and we can usually accommodate them. However, there are additional county costs to accommodate late applications. We propose continuing a \$15.00 late fee for applications submitted between the submittal deadline and four days prior to the bid opening date. Beginning four days prior to the bid opening date, we will accept no additional applications.

As in previous years, we recommend soliciting alternate bids for both magnesium chloride and calcium chloride. It is anticipated that again this year magnesium chloride will be much cheaper. All the evidence indicates that, given identical conditions, magnesium chloride is just as effective as calcium chloride.

Assuming approval of this year's program by the BOCC, we intend to set a March 4 deadline for residents to turn in applications to be included in this year's dust palliative program. Bid documents would then be prepared and distributed with a tentative March 30 bid opening date. A bid recommendation would then be made to the BOCC, and the first application of the dust palliative would tentatively occur from May 3-May 13. A second application would be placed in mid-June.

The 2016 Road & Bridge Fund 201 includes funds to treat approximately 12 miles of rock roads. Rock road sections which have been previously stabilized require annual palliative treatment to minimize dust. There are also road sections requiring dust palliative due to safety concerns of limited visibility.

Action Required: Permission to continue brokerage of a user-fee dust palliative program with 2016 user fees set at \$1.40/linear foot (\$1.00/l.f. for dust palliative material and water, and an additional \$0.40/l.f. user fee to cover road preparation costs), plus an administrative fee of \$60.00 per applicant, plus a late fee of \$15.00 per application submitted after the deadline. Also, permission to advertise for bidders once the application process has been completed.



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

MEMORANDUM

To : Board of County Commissioners

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

Date : January 29, 2016

Re : Consider approval of a resolution establishing a 45-mph speed limit
Route 458 from Route 1057 to ¼-mile east of E 2000 Road

Route 458 (N 1000 Road) currently has a 55-mph speed limit between US-59 highway and Route 1061 (E 2200 Road), a distance of approximately nine miles. There are existing all-way STOP signs at the intersections of Route 458 with Route 1055 (E 1500 Road) and with Route 1057 (E 1900 Road). Eastbound Route 458 traffic is controlled by a STOP sign at Route 1061.

The portion of Route 458 from Route 1057 (E 1900 Road) to approximately ¼-mile east of E 2000 Road has a vertical alignment that is not appropriate for a 55-mph speed limit. There are several sharp hills (crests) and valleys (sags) in this section. Design speeds for these crest and sag vertical curves are low, less than 35 mph. In addition, there are sixteen residential entrances in this 1.25 mile distance.

We measured prevailing speeds on Route 458 between Route 1057 and E 2000 Road in October 2015. Measured 85th-percentile speeds were 52 mph, 58 mph, 61 mph, and 57 mph at four locations in this section. Surprisingly, there is not a significant accident history in this section of Route 458.

Although 85th-percentile speeds seem to indicate the existing 55-mph speed limit is appropriate, the road's vertical alignment is less than appropriate for 55 mph. Given available stopping sight distance on Route 458 between Route 1057 and ¼-mile east of E 2000 Road, 45 mph is a more appropriate speed limit. In addition, crest vertical curves should be posted with HILL BLOCKS VIEW warning signs and 35-mph advisory speed plates.

We recommend BOCC approval of the attached resolution establishing a 45-mph speed limit for this section of Route 458. In addition, we will install warning signs with 35-mph advisory speed plates for the crest vertical curves.

Action Required: Consider approval of a resolution establishing a 45-mph speed limit on Route 458 (N 1000 Road) from Route 1057 (E 1900 Road) to approximately ¼-mile east of E 2000 Road.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 45 MILES PER HOUR
MAXIMUM SPEED LIMIT ON A PORTION OF COUNTY ROUTE 458
(N 1000 ROAD) IN EUDORA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department the maximum speed limit for the following described county road or highway, to-wit:

a portion of N 1000 Road, also known as County Route 458, from the intersection with E 1900 Road, also known as County Route 1057, east 1 ¼ mile, the centerline of which is more particularly described as follows:

Beginning at the Northwest Corner of Section 36, Township 13 South, Range 20 East of the 6th P.M., thence east along the north line of said Section 36 a distance of approximately 5,351 feet to the Northeast Corner of said Section 36, thence east along the north line of Section 31, Township 13 South, Range 21 East of the 6th P.M. a distance of 1,320 feet, and terminating at said point.

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described road under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 45 miles per hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This speed limit shall become effective when appropriate signs giving notice thereof are erected upon the road above described.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

James E. Flory, Chair

ATTEST:

Mike Gaughan, Member

County Clerk

Nancy Thellman, Member

To: Board of County Commissioners, Jim Flory, Chairman
Craig Weinaug, County Administrator
Sarah Plinsky, Assistant County Administrator
From: Paula Gilchrist, County Treasurer
Date: February 3, 2016

RE: Line Management Technology for 3 Douglas County Treasurer's offices

Background

In Douglas County, over fifty thousand Real Estate and Personal Property tax bills are mailed for payment 2 times per year and nearly eighty thousand vehicle registration renewals are due on one of 12 days per year. For the Treasurer's offices, it means overwhelmingly long lines for both customers and staff on and around those fourteen days.

Current Status

The number of payments sent through the mail has remained steady over the last ten years at about 25%. Online payment of tax and motor vehicle fees is utilized by an increasing, but still small (13%), portion of the population. The majority of taxpayers pay in person, and each month 60% of those in-person transactions occur within a four day period. Staff time-off is limited around the deadline dates and this year we have needed to restrict leave on Mondays and Fridays, our busiest days, in order to accommodate the long lines at our office.

Exploration of Alternatives

1. Adding Staff: The majority of the month there is no line. We do not have space or funds to add staff, nor do we have any reason to believe that adding staff would shorten the lines.
2. Kiosks: The five large counties in the State are researching 24/7 kiosks for registration renewals. Kiosks would a big benefit to a small percentage of our customers, but would not necessarily, and certainly not quickly, reduce our lines.
3. State Partnerships and Use of Technology: The Kansas Department of Revenue, Division of Motor Vehicles, has embraced digital license plates, pursued private/public partnerships, and plans to improve online service delivery, all of which we support. Simultaneously they've cut staff by 60% and relegated their work to the counties. Instead of shorter lines we foresee increased customer assistance, problem solving and complaint resolution with the introduction of new State procedures.
4. Give taxpayers the freedom to manage their own time and schedules: Technology is operational in Kansas that allows customers to get in line at our office via phone call, text message, internet connection or in-person. Line management software is in use for motor vehicle operations, with positive reviews from customers and staff, in Johnson, Sedgwick, Wyandotte, Shawnee and Riley Counties. We believe this is the most cost-effective, short-term approach to reducing long lines.

- a. Johnson County has partnered with QLess since 2008, modifying a restaurant paging system into a motor vehicle line management system. Johnson, Sedgwick and Riley, the current users, are pleased with the maintenance, training, support and error response time. The data analysis and reservation capability is quite advanced.
- b. Awesome Q was developed about three years ago by the Shawnee County IT department. It is a very basic notification system performing well in both Shawnee and Wyandotte counties. There is a general feeling, however that adding a third county might degrade service to all.

Recommendation

Waive the formal bidding process to retain QLess Line Management and grant the county treasurer administrative authority to approve related contracts.

Additional Information

1. Cost includes: An Annual fee for monitoring, upgrades and maintenance of the system = \$5,000 per year. One-time Set-up, Configuration and Training fee = \$1,500. Upfront purchase of Hardware and Equipment for three offices = approximately \$10,000 to \$12,000. The project will be done in consultation with Douglas County's IT department.
2. All costs would be paid from the Treasurer's Technology Fund, established by KSA 28-108 with corresponding changes to the Register of Deeds Technology Fund. As of December 31, 2015, the first year of funding, the Treasurer's balance for one year was \$33,826.00.
3. This is a relatively slow time for Motor Vehicle. Planning, installation and training will need to be complete before the end of April or deferred for another ten to twelve months.



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Sarah Plinsky
Assistant County Administrator

MEMORANDUM

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

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Amendment to Agreement with Kansas Head Start Association, Kansas Department of Health and Environment, and the Lawrence Douglas County Health Board to provide Parent Health Literacy Services

DATE: January 29, 2016

In 2013, Kansas Head Start Association approached Douglas County about partnering to help them receive Medicaid funds to provide Parent Health Literacy Training and Services throughout Kansas. The program provides parents with training and an easy to read book entitled "What to do When Your Child Gets Sick" which is focused on answering questions about minor illnesses and injuries. Results of the two evaluation studies to date have shown the following outcomes:

- 50- 55% fewer emergency room visits;
- 35-46% fewer unnecessary doctor visits;
- 17-64% fewer school days missed by children because of illness or injury;
- 45-57% fewer work days missed by parents because of children's illness;

The results of this project were compared with other projects nationally that only distribute the book to parents without parent instruction. The project as originally implemented in Head Start facilities in Kansas has been expanded to include hospitals, emergency rooms, health departments, WIC offices, physician offices, early childhood home visitors, school nurses, human service providers and Safety Net Clinics throughout the State. With the funding that was already received, Head Start has trained 600 practitioners at 202 sites, and distributed over 14,500 books. Our current contract (the one to be amended by this amendment) has allowed KHSA and their partners to achieve the following outputs in 2015:

- 9 trainings
- 379 Practitioners trained from 142 sites
- Over 5,600 books distributed

The total annual funding covered under this agreement is \$183,936.28, July 1, 2016 – June 30, 2017. Included in the total are matching funds of \$91,968.14 provided by Kansas Head Start. The remainder of the funds come from Medicaid through the Kansas Department of Health and Environment. Because of the restrictions on Medicaid funds, Medicaid funds must come through a governmental unit with the ability to tax. The County will be required to certify the match, and draw down the Medicaid funds from the Kansas Department of Health and Environment. The County will then pass the funds on to Kansas Head Start Association.

Head Start's matching funds come from Blue Cross and Blue Shield of Kansas Foundation and the Health Care Foundation of Greater Kansas City. Head Start has applied for a grant from the Kansas Health Foundation, as well.

Because of the complexity of the program and the liability to the County if there is an error, staff asked the Lawrence Douglas County Health Board to partner with the County and Head Start. The Health Board is involved in the program and understands the requirements of Medicaid. The Health Board will review certification and make sure that it is complete and ready to be processed. The additional step of having the Health Board involved will help ensure that we are administering the funds correctly.

RECOMMENDED MOTION

Approve and sign the amendment to the current agreement with the Kansas Head Start Association, the Lawrence-Douglas County Health Board, and the Kansas Department of Health and Environment to provide Parent Health Literacy Services in annual amount not to exceed \$183,936.28 that includes \$91,968.14 in matching funds provided by the Kansas Head Start Association.