

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, FEBRUARY 8, 2017

6:00 P.M.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Approve the Agreement with Allen, Gibbs, and Houlik, L.C. to prepare the 2016 Audit and Financial Statements in the amount of \$59,420 (Sarah Plinsky);
- (c) Waive GAAP Procedures for the 2017 Fiscal year (Sarah Plinsky);
- (d) Consider approval to solicit bids for Herbicides, Noxious Weed Cost Share Sales and Rights-of-Way Control (Keith Browning); and
- (e) Consider approval of Annual Noxious Weed Management Plan and Eradication Progress Report (Keith Browning)

REGULAR AGENDA

- (2) **CUP-16-00489:** Consider a revision to the Conditional Use Permit for the private airstrip at 1123 E 2000 Road, approved with CUP-3-1-85, to allow additional users of the airstrip. Submitted by BG Consultants, Inc. for Milton D. and Joan M. Bland, property owners of record. (Mary Miller is the Planner)
- (3) Authorization to execute utility relocation agreements, negotiate easement purchases and solicit bids for Project No. 2015-05, Route 458 Improvements (Keith Browning)
- (4) Consider approval for a county-funded Director of Behavioral Health Projects position, which will be a two-year temporary position that may be renewed for additional years depending on the availability of funding and project status, with an estimated annual expense of up to \$132,000 annually. (Jill Jolicoeur)
- (5) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15
 - MPO Bicycle Advisory Committee (2) positions
 - Community Corrections (1) position
 - Board of Zoning Appeals (1) position 10/16
 - Lawrence-Douglas County Health Board – (1) Position 03/17
 - Lawrence-Douglas County Mental Health Board – (1) joint position 04/17
 - Metropolitan Planning Commission – Positions (2) 05/17
- (c) Public Comment
- (d) Miscellaneous

- (6) Adjourn

THURSDAY, FEBRUARY 9, 2017

-6:00 p.m. – Douglas County Conservation District's 71st Annual Meeting at Flory Meeting Hall, Douglas County Fairgrounds, 2110 Harper. Two or more Commissioners may attend. No County business will be conducted.

WEDNESDAY, FEBRUARY 15, 2017- 4 pm

WEDNESDAY, FEBRUARY 22, 2017

WEDNESDAY, MARCH 1, 2017

- Update on the DCHCC and Heritage Site Program (Jan Shupert-Arick)
- Presentation of Tourism impact study for Douglas County by Explore Lawrence (Michael Davidson, Executive Director)

WEDNESDAY, MARCH 8, 2017

WEDNESDAY, MARCH 15, 2017

WEDNESDAY, MARCH 29, 2017

- Proclamation declaring April as Child Abuse & Neglect Prevention month (Jenn Preston)
- Update on the Douglas County Heritage Conservation Council and Heritage Sites Program (Jan Shupert-Arick)

***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.*

January 20, 2017

Board of Commissioners
Douglas County, Kansas
1100 Massachusetts St.
Lawrence, KS 66044

Dear Commissioners:

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Douglas County, Kansas' (the County) financial statements and compliance as of and for the year ended December 31, 2016.

Communication

Effective two-way communication between our firm and the Board of Commissioners is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the County and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that comes to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission, no partner

or professional employee of Allen, Gibbs & Houlik, L.C. (AGH) is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by AGH and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of your business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report on the financial statements and in determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further financial audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance

on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the County's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue a report on internal control related to the financial statements. This report describes the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States.

We will issue a report on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements. Our report on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

Timing of the Audit

We performed preliminary audit field work the week of December 19, 2016 with final field work tentatively commencing the week of April 10, 2017. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

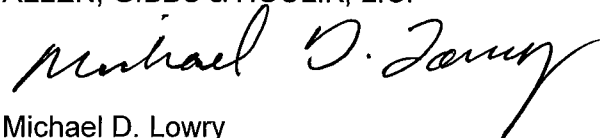
Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to Douglas County, Kansas.

This communication is intended solely for the information and use of the Board of Commissioners, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.



Michael D. Lowry
Vice President, Assurance Services

MDL:llm

cc: Craig Weinaug, County Administrator
Sarah Plinsky, Assistant County Administrator



January 20, 2017

Board of Commissioners
Douglas County, Kansas
1100 Massachusetts St.
Lawrence, KS 66044

Attention Commissioners:

THE OBJECTIVE AND SCOPE OF THE AUDIT OF THE FINANCIAL STATEMENTS

You have requested that we audit the special purpose financial statements of Douglas County, Kansas (County), as of and for the year-ended December 31, 2016. We will also report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

It is our understanding that management and the governing body have taken appropriate action through the adoption of a resolution pursuant to K.S.A. 75-1120a(c) to waive the statutory requirement to prepare its annual financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP), and have elected to prepare the financial statements (special purpose financial statements) in accordance with a special purpose framework consistent with the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the State of Kansas (Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.) as regulated by the State in the Kansas Municipal Accounting and Audit Guide (KMAAG regulatory basis).

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

REPORTING

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the board of commissioners of the County. We will evaluate whether the special purpose financial statements achieve fair presentation with regards to the KMAAG regulatory basis framework and forming the appropriate opinion on the special purpose financial statements taken as a whole. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Because the special purpose financial statements are intended for general use, we will also express an opinion as to the fair presentation of the financial statements in accordance with GAAP, in addition to expressing an opinion about whether the financial statements are prepared in accordance with the KMAAG regulatory basis framework.

In addition to our report on the County's financial statements, we will also issue the following reports:

- Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements performed in accordance with Government Auditing Standards.

RESPONSIBILITIES OF THE AUDITOR AND MANAGEMENT, SPECIFIC TO KMAAG

In addition to the responsibilities outlined in the attached Attest Services Conditions and Limitations, the auditor and management have the following responsibilities as it pertains to preparation of the financial statements in accordance with KMAAG:

Management understands and acknowledges the following with regards to these special purpose financial statements:

- The special purpose financial statements are intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statements that are appropriate to the KMAAG regulatory basis framework, including:
 - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP
 - Informative disclosures similar to those required by GAAP for items contained in the special purpose financial statements that are the same as, or similar to, those in financial statements prepared in accordance with GAAP
 - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the special purpose financial statements

Additionally, the auditor is responsible evaluating whether the special purpose financial statements are suitably titled, adequately refer to or describe the KMAAG regulatory basis framework, include a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described under management's responsibilities above.

PROFESSIONAL FEES

Our charges for professional services will be \$59,420 including out of pocket expenses.

We will make monthly billings of charges incurred to date with a final billing on completion of the work. Invoices not paid within 30 days will be charged a service fee of 1½% per month.

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from County personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

CONDITIONS AND LIMITATIONS

To assist you in understanding the scope of our services and other matters related to the completion of these attest services, we have attached a copy of the "*Allen, Gibbs & Houlik, L.C. Attest Services Conditions and Limitations*". Our attest services are expressly subject to these conditions and limitations, and by signing below and by signing the standard management representation letter, you will be agreeing to them.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including the preparation of the financial statements themselves and related trial balance adjustments. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States (GAS) require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The County has agreed that Mr. Craig Weinaug, County Administrator, and Ms. Sarah Plinsky, Assistant County Administrator, possess suitable skill, knowledge, or experience and that the individual understands the services for preparation of the financial statements to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has designated Mr. Craig Weinaug, County Administrator, and Ms. Sarah Plinsky, Assistant County Administrator, senior members of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Mr. Craig Weinaug, County Administrator, and Ms. Sarah Plinsky, Assistant County Administrator, will assume all management responsibilities for subject matter and scope of the preparation of the financial statements and related trial balance adjustments.
3. The County will evaluate the adequacy and results of the services performed.
4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management (and those charged with governance) of the County of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

The terms and conditions set forth in our proposal dated January 21, 2011 and our contractual Agreement dated March 16, 2011, supplement the understanding of the arrangements for services described in this letter.

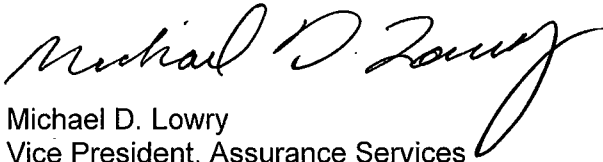
In accordance with "Government Auditing Standards," a copy of our most recent peer review report is enclosed, for your information.

As part of Allen, Gibbs & Houlik, L.C.'s (AGH) ongoing commitment to serve as a trusted advisor, we offer several other resources that provide additional value beyond this engagement itself. AGHUniversity.com offers a full schedule of complimentary education and other updates to clients throughout the year. AGH Alerts and newsletters also include periodic mailings or emails to alert clients to new accounting, audit and tax standards or regulations. We appreciate our relationship with your company and look forward to serving you in the future.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.

A handwritten signature in black ink, reading "Michael D. Lowry". The signature is fluid and cursive, with the first name "Michael" and last name "Lowry" clearly legible. The middle initial "D." is smaller and less distinct.

Michael D. Lowry
Vice President, Assurance Services

MDL:llm

Enclosure

Acceptance: Your signature below confirms your acceptance of the preceding information and your receipt and acceptance of the "*Allen, Gibbs & Houlik, L.C. Attest Services Conditions and Limitations*".

Signature

Date

Attest Services Conditions and Limitations

In the course of providing attest services, Allen, Gibbs & Houlik, L. C. (AGH) applies customary practices intended to fulfill our professional responsibilities in a cost effective manner. This document defines our professional responsibilities and the standards that we employ in providing you with our attest services. We find that by more clearly defining our professional service responsibilities, and your responsibilities as a client of AGH, we can prevent any uncertainties in providing our attest services. By signing the "Understanding of Engagement", you are agreeing to the conditions and limitations described below.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States and the *Kansas Municipal Audit and Accounting Guide*. Those standards, supplements or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the board of commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our report(s) on internal control will include any significant deficiencies or material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our report(s) on compliance will address material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

The funds that you have told us are maintained by the Government and that are to be included as part of our audit are the same as those included in the previous year's audited financial statements.

The component unit whose financial statements you have told us are to be included as part of the County's basic financial statements are listed here.

Douglas County Extension Council
Lawrence/Douglas Health Department
Douglas County Free Fair

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed by the State of Kansas to demonstrate compliance with cash basis and budget laws of the State of Kansas, which practices differ from accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud and abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators or others;
- f. To provide us with:
- (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with accounting practices prescribed by the State of Kansas. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the

supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The board of commissioners is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Government agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Government agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Allen, Gibbs & Houlik, L.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Allen, Gibbs & Houlik, L.C. also has not performed any procedures relating to this [official statement] [memorandum].

You have informed us that you desire us to issue a report on the special purpose financial statements of the County as of and for the year ended 2016 conforming only to the requirements of auditing standards generally accepted in the United States of America (for example, for use in an official statement). This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with Government Auditing Standards.

Other Terms and Conditions

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

If circumstances arise relating to the conditions of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets or noncompliance which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

The working papers for this engagement are the property of AGH, and constitute confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least five years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested workpapers will be provided under the supervision of AGH audit personnel and at a location designated by our firm.

In determining our fees, the factors having a direct impact on our time and billings include the timely closing and overall condition of the accounting records and the extent to which we must compile information or make bookkeeping adjustments to your records to conform to appropriate accounting rules. In that regard, we have furnished your personnel with a listing of the routine accounting records and schedules we normally need in connection with our services. In order to keep our charges to a minimum, we suggest that your personnel provide us with these records, schedules and other assistance from time to time by compiling necessary information and locating supporting documents. This assistance enables us to spend a minimum amount of time performing routine accounting or clerical tasks and thus concentrate more strictly on audit services. If delays in the timing of our receipt of these records, incompleteness or errors cause us to spend extra time to complete the above services, this will result in increased fees. We will, of course, make every effort to minimize any unnecessary disruption of your staff's schedule.

In the event we are requested or authorized by the Government or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Government, the Government will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

If you intend to publish or otherwise reproduce the financial statements and/or make reference to us or our audit in a document other than an official statement, you agree to provide us with the printer's proofs or a master for our review and consent before reproduction and/or release occurs. You also agree to provide us with a copy of the final reproduced material for our consent before it is distributed or released. Our fees for any additional services that may be required under our quality assurance system as a result of the above will be established with you at the time such services are determined to be necessary. In the event our auditor/client relationship has been terminated when the Government seeks such consent, we will be under no obligation to grant such consent or approval.

It is understood that an audit, and any other services, provided by AGH necessarily rely, to some extent, on

information provided by the Government, including management representations, as well as other information and documents. Accordingly, the Government hereby indemnifies AGH and its owners and employees, and holds them harmless from all claims, liabilities, losses, or costs in connection with any services provided by AGH that are in any way related to circumstances where there has been a knowing misrepresentation by a member of the Government's management which has caused, in any respect, AGH's breach of contract or negligence. This indemnification shall survive any terminations under this letter.

Both parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party (including related affiliates) shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services. Since our professional standards require that we perform certain additional procedures on current and previous years engagements whenever a shareholder or professional employee leaves the firm and is subsequently employed by or associated with a client, you agree to compensate AGH for any additional costs incurred as a result of the Government's employment of a shareholder or professional employee of AGH.

We agree that any dispute arising out of, or relating to, this agreement or an interpretation of this agreement that we are not able to resolve ourselves shall be submitted to mediation under the American Arbitration Association Rules for Professional Accounting and Related Services Disputes before resorting to arbitration, litigation or some other dispute resolution procedure.

Costs and expenses of the mediation shall be borne equally by each of us. Mediation shall take place within two weeks after notification by the aggrieved party of a request for mediation unless extended by the mediator, and shall not be subject to pre-hearing discovery except as specifically authorized by the mediator. If the mediation does not result in an agreement acceptable to all sides, any party may take such other further action as he, she, or it deems advisable under law or equity. In the event any party takes such legal action without first submitting the issue(s) to mediation as required by this clause, that party shall pay the legal expenses of the responding party plus all court costs incurred by said action.

It is agreed by the Government and AGH or any successors in interest that no claim, by or on behalf of either party, arising out of services rendered pursuant to this agreement shall be asserted more than two years after the date of the last audit report issued or one year after the date of termination of AGH's services, whichever date occurs first.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession. We shall maintain the audit working papers for a period of five years after the date of the audit report or after the termination of service.

The financial statements and our report on them are not to be modified in any manner. The final version supersedes all prior drafts. Any preliminary draft version of the financial statements previously provided to you in an electronic format should be deleted from your computer, and all printed copies of any superseded preliminary draft versions should likewise be destroyed.

This agreement also sets forth the terms and conditions agreed to by AGH and the Government for the transmittal of data through the Internet into or from AGH's e-mail system. Internet data transfers are susceptible to security breaches. You agree that AGH shall not have any liability for lost data, unauthorized access to records, data or files, destruction of records, data or files, viruses, delays or failure of performance or suitability. You agree that data transmitted by the Government to AGH will not include a) any employee personal information such as social security numbers or dates of birth, or b) bank or investment account identification numbers. You agree to hold harmless AGH, its shareholders, agents or employees from any damages or expenses arising out of or resulting from any use of AGH's e-mail system, whether or not authorized. AGH agrees that it will provide reasonable alternatives that are more secure than e-mail for the transmittal of data, upon request.

AGH acknowledges that it has access to nonpublic information of the Government and its consumers and such information constitutes valuable and proprietary assets of the Government. AGH also acknowledges that the Government has a responsibility to its own consumers and employees to keep records and information confidential and proprietary. AGH agrees that it shall maintain confidentiality of any

nonpublic personal information about consumers of the Government obtained by AGH in the course of its performing services for the Government.

AGH may mention the Government's name and provide a general description of the engagement in AGH's client lists and marketing materials.

From time to time, and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Other Services

It is understood that, from time to time, Allen, Gibbs & Houlik, L.C. (AGH) may provide other services that are not contemplated hereby or are not otherwise encompassed in this understanding of arrangements for services. Such other services may be the subject of a separate letter addressing the arrangements for those services. However, in some cases, such other services may not be specifically addressed by a separate arrangement letter. In the event that AGH provides other services not encompassed by this arrangement letter, or another arrangement letter, engagement letter, or contract, it is understood and agreed that any such services will be expressly subject to then current "*Allen, Gibbs & Houlik, L.C. Other Services Conditions and Limitations*", in effect when the services is provided, which are located at www.aghlc.com/otherservices/terms. You may contact AGH to request a printed copy. It is further agreed that any services provided by AGH prior to the date of this letter, and not subject to a written arrangement letter, engagement letter, or similar contractual arrangement, shall be subject to this "Other Services" provision, in this arrangement letter, and the referenced Other Services Conditions and Limitations as of that date.

RESOLUTION NO. _____

**A RESOLUTION WAIVING GAAP PROCEDURES BY THE BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY, KANSAS**

WHEREAS, The Board of County Commissioners, Douglas County, Kansas, has determined that the financial statements and financial reports for the year ended 2016 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of County Commissioners or the members of the general public of Douglas County and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended 2017.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of Douglas County, Kansas, in regular meeting duly assembled this _____ day of _____, 2017 that the Board of County Commissioners waives the requirements of K.S.A. 75-1120a(a) as they apply to Douglas County for the year ended 2017.

BE IT FURTHER RESOLVED that Douglas County shall cause the financial statements and financial reports of Douglas County to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

This Resolution shall take effect and be in force from and after its adoption.

IN WITNESS WHEREOF, the foregoing Resolution was adopted this _____ day of _____, 2017.

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

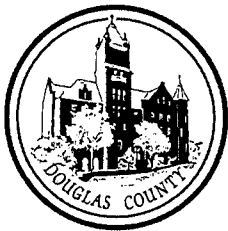
Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Commissioner

Jameson D. Shew, County Clerk

Michelle Derusseau, Commissioner



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 : February 2, 2017

Re : Consent Agenda Approval to Solicit Bids for Herbicides
Noxious Weed Cost Share Sales and Rights-of-Way Control

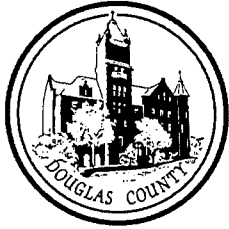
The Public Works Department requests approval to solicit bids for the supply of herbicides for the control of noxious weeds in Douglas County.

It is our intent to purchase 300 gallons of Picloram 22K, 1080 gallons of 2,4-D 4 lb. Amine, 720 gallons of Glyphosate, 300 gallons of Pasture Guard HL, and 448 ounces of Escort XP, all for initial inventory balances.

All chemicals are on the State "Approved Herbicide" list. Funds in the amount of \$125,160 were budgeted and approved for these herbicides.

We plan to open bids in March 2017. Contracts will be presented to the BOCC for approval thereafter.

Action Required: Consent Agenda approval to solicit bids for supply of herbicides as required for the 2017 spray season.



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 : February 2, 2017

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

Attached are copies of the 2017 Douglas County Noxious Weed Management Plan and the 2016 Annual Noxious Weed Eradication Progress Report. 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.

2017 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 7:00 am to 3:30 pm
- Full time Weed Director
- Administrative duties performed by the Operations Division Administrative Officer
- Three full-time Vegetation Management Worker II
- Additional licensed applicators (3)
- 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. All 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, Kansas Department of Transportation (KDOT) and Wakarusa Township.

NOXIOUS WEED CONTROL:

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

The Noxious Weed 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 2017 Noxious Weed Management Plan as required by K.S.A. 2-1317.

Mike Gaughan, Chairman, Board of Commissioners

Date

Nancy Thellman, Commissioner

Date

Michelle Derussau, Commissioner

Date

John Landon, County Noxious Weed Director

Date

APPENDIX A
RIGHT OF WAY PROGRAM
FOR
FIELD BINDWEED

OBJECTIVE: Control field bindweed with the least damage to desirable vegetation at a minimum cost.

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

SPRING TREATMENT 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.

APPENDIX B
RIGHT OF WAY PROGRAM
FOR
MUSK THISTLE

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 Outrider,

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 HL 1 pt
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 HL 1 to 1 ½ pts
4. Identify:
 - a. Sensitive areas
 - b. High water tables
 - c. Areas where drainage water moves off the property

Annual Noxious Weed Eradication Progress Report 2016



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	\$67,747.87
Daryl Messer	Vegetation Control Specialist	50	\$48,253.83
Alan Hollinger	Vegetation Control Specialist II	100	\$47,146.78
Brandon French	Vegetation Control Specialist II	100	\$34,970.85
Dave Rantz	Vegetation Control Specialist	100	\$29,808.43
Reggie Demby	Vegetation Control Specialist II	50	\$24,338.50
Nick Lanoue	Vegetation Control Specialist	100	\$11,626.16
Donna Miller	Administrative Officer	50	
Robin Wadkins	Administrative Secretary	50	

Financial Summary - Noxious Weed Fund

	Amount
Mil levy for 2016	44.092
County valuation for 2016	\$1,255,250,133.00
Beginning Budget Balance for 2016	\$331,381.28

Expenditures

Commodities - Chemicals	\$115,543.94	
Commodities - Other	\$67,067.12	
Contractual Expenses	\$2,322.57	
Personnel Expenses	\$188,650.38	
Total Expenditures		\$373,584.01
Ending Budget Balance		(\$42,202.73)

Carryover to next year's budget for 2016 to 2017 \$0.00

Capital Outlay Fund

	Amount
Beginning Balance	\$0.00
Receipts	\$0.00
Expenditures	\$0.00
Ending Balance	\$0.00

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
Treatment Summary

2016 ★

Douglas County Noxious Weed Dept

Acres Treated

Noxious Weed	Private	County	Township	State	Federal	City	Cost Share	Total
Field Bindweed	1289	361.5	74	268.5		11		2004
Johnsongrass	1305	114	32	62		3		1516
Musk Thistle	8350.6	2310.6	104	292.5		43		11100.7
Sericea Lespedeza	4658	118	9	37		4		4826
Totals	15602.6	2904.1	219	660		61		19446.7

Acres Treated on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Field Bindweed						1229	5		5	1289
Johnsongrass	20	5	5		5	1155				1305
Musk Thistle	30				56	6966.2	6.4		16	8330.6
Sericea Lespedeza					396	3678				4658
Totals	50	5	5		457	13028.2	11.4		21	15582.6

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2016 ★

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
City						9.0	2.0						11.0
County					46.5	121.0	32.0	23.0	24.0	87.5	27.5		361.5
Private Hay Meadow						25.0		20.0	5.0				50.0
Private Non-Ag								5.0					5.0
Private Other							5.0						5.0
Private Pasture					46.0	195.0	305.0	366.0	312.0	5.0			1229.0
State						40.0	121.0			107.5			268.5
Township					11.0	32.0	20.0	11.0					74.0
Total Acreage					103.5	422.0	485.0	425.0	341.0	200.0	27.5		2004.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE					10.0	30.0	270.0	260.0	110.0				680.0
ESCORT								116.0					116.0
Hardball					25.5	88.5	89.0	17.0	12.0				232.0
Milestone (gal)					19.0	54.5	19.5						93.0
ROUNDUP					30.0	129.0	40.0	15.0	15.0	5.0			234.0
TORDON					19.0	120.0	66.5	17.0	204.0	195.0	27.5		649.0
Total Acreage					103.5	422.0	485.0	425.0	341.0	200.0	27.5		2004.0

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2016 ★

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
City							3.0						3.0
County					20.0	62.0	2.0	21.0	9.0				114.0
Private Corn							5.0						5.0
Private CRP					5.0								5.0
Private Hay Meadow					5.0	25.0		60.0	20.0				110.0
Private Park						5.0							5.0
Private Pasture					205.0	210.0	325.0	195.0	120.0		100.0		1155.0
Private Soybean								5.0					5.0
Private Wheat						20.0							20.0
State						10.0	52.0						62.0
Township							16.0	16.0					32.0
Total Acreage					235.0	332.0	403.0	297.0	149.0		100.0		1516.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Outrider						7.0	53.0	34.0	9.0				103.0
POAST					5.0	5.0							10.0
ROUNDUP					230.0	320.0	350.0	263.0	140.0		100.0		1403.0
Total Acreage					235.0	332.0	403.0	297.0	149.0		100.0		1516.0

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2016 ★

Musk Thistle

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
City						9.0	2.0				32.0		43.0
County				1280.1	46.5	102.0	368.0	23.0	24.0	407.5	59.5		2310.6
Private					20.0								20.0
Private CRP					56.0								56.0
Private Hay Meadow			262.0	264.0	20.0	470.0	10.0	46.0	20.0	144.0			1236.0
Private Non-Ag			16.0										16.0
Private Other					6.4								6.4
Private Park					20.0								20.0
Private Pasture		1690.1	748.0	1566.9	1234.8	641.0	445.0	160.0	412.0	45.6	22.8		6966.2
Private Wheat						30.0							30.0
State						64.0	121.0			107.5			292.5
Township				40.0	1.0	32.0	20.0	11.0					104.0
Total Acreage		1690.1	1026.0	3151.0	1404.7	1348.0	966.0	240.0	456.0	704.6	114.3		11100.7

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE		10.0	250.0	834.0	714.0	1189.0	199.0	190.0	320.0	20.0	10.0		3736.0
ESCORT								16.0					16.0
Hardball					25.5	88.5	89.0	17.0	12.0				232.0
Milestone (gal)		64.0	64.0	1280.1	19.0	54.5	275.5						1757.1
Milestone (qt)				12.8	51.2					25.6	12.8		102.4
OutPost 22K + 2-4 D					128.0								128.0
TORDON		720.0	712.0	928.1	467.0	16.0	402.5	17.0	44.0	659.0	91.5		4057.1
TORDON + 2-4 D		896.1		96.0					80.0				1072.1
Total Acreage		1690.1	1026.0	3151.0	1404.7	1348.0	966.0	240.0	456.0	704.6	114.3		11100.7

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2016 ★

Sericea Lespedeza

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
City							4.0						4.0
County						53.0	16.0	42.0	7.0				118.0
Private CRP			20.0	8.0	104.0	152.0	8.0	40.0	64.0				396.0
Private Hay Meadow				40.0	72.0	120.0	16.0	88.0	32.0	216.0			584.0
Private Pasture			80.0	64.0	1024.0	629.0	684.0	740.0	384.0	41.0	32.0		3678.0
State						0.0	37.0						37.0
Township							4.0	5.0					9.0
Total Acreage			100.0	112.0	1200.0	954.0	769.0	915.0	487.0	257.0	32.0		4826.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE						61.0	20.0						81.0
ESCORT					40.0	96.0		316.0	240.0	209.0			901.0
PASTUREGARD HL			100.0	112.0	1160.0	797.0	749.0	599.0	247.0	48.0	32.0		3844.0
Total Acreage			100.0	112.0	1200.0	954.0	769.0	915.0	487.0	257.0	32.0		4826.0

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2016 ★

Field Bindweed	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City							39						39
County							3						3
Federal									5				5
Private Fallow							3						3
Private Other							1						1
Private Pasture							31		7				38
Private Railroad							3						3
Private Urban Residential							3						3
Private Wooded Area							2		2				4
State							20		8				28
Township							40						40
Total Acreage Infested							145		22				167

	Total Acreage Infested	Acres Surveyed 10000	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
				0.0	0.0	0.0	
City	39.0			1636.9	9.0	1645.9	
County	3.0			125.9	7.0	132.9	
Federal	5.0			209.9	5.0	214.9	
Private CRP				0.0	0.0	0.0	
Private Fallow	3.0			125.9	3.0	128.9	
Private Non-Ag				0.0	0.0	0.0	
Private Other	1.0			42.0	4.0	46.0	
Private Pasture	38.0			1594.9	8.0	1602.9	
Private Railroad	3.0			125.9	5.0	130.9	
Private Soybean				0.0	0.0	0.0	
Private Urban Residential	3.0			125.9	2.0	127.9	
Private Wooded Area	4.0			167.9	3.0	170.9	
State	28.0			1175.2	3.0	1178.2	
Township	40.0			1678.8	12.0	1690.8	
	167.0	Total Estimated Acreage		7009.2	61.0	7070.2	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2016 ★

Johnsongrass	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City							4						4
County							2						2
Federal									3				3
Private Fallow							3						3
Private Pasture							46		3				49
Private Railroad							6						6
Private Wooded Area							3		2				5
State							10		8				18
Township							30						30
Total Acreage Infested							104		16				120

	Total Acreage Infested	Acres Surveyed 10000	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	4.0			167.9	3.0	170.9	
County	2.0			83.9	3.0	86.9	
Federal	3.0			125.9	4.0	129.9	
Private CRP				0.0	0.0	0.0	
Private Fallow	3.0			125.9	4.0	129.9	
Private Non-Ag				0.0	0.0	0.0	
Private Other				0.0	0.0	0.0	
Private Pasture	49.0			2056.6	10.0	2066.6	
Private Railroad	6.0			251.8	4.0	255.8	
Private Soybean				0.0	0.0	0.0	
Private Wooded Area	5.0			209.9	3.0	212.9	
State	18.0			755.5	3.0	758.5	
Township	30.0			1259.1	0.0	1259.1	
	120.0	Total Estimated Acreage		5036.5	34.0	5070.5	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2016 ★

Musk Thistle	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City							3						3
Federal									10				10
Private Fallow							3						3
Private Pasture							20		6				26
Private Railroad							2						2
Private Wooded Area							3		2				5
State							10		8				18
Township							25						25
Total Acreage Infested							66		26				92

	Total Acreage Infested	Acres Surveyed 10000	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	3.0			125.9	15.0	140.9	
County				1049.3	3.0	1052.3	
Federal	10.0			419.7	5.0	424.7	
Private CRP				0.0	0.0	0.0	
Private Fallow	3.0			125.9	9.0	134.9	
Private Non-Ag				0.0	0.0	0.0	
Private Other				0.0	0.0	0.0	
Private Pasture	26.0			1091.3	9.0	1100.3	
Private Railroad	2.0			83.9	4.0	87.9	
Private Wooded Area	5.0			209.9	3.0	212.9	
State	18.0			755.5	7.0	762.5	
Township	25.0			1049.3	0.0	1049.3	
	92.0		Total Estimated Acreage	4910.7	55.0	4965.7	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2016 ★

Gericea Lespedeza	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Federal									18				18
Private Pasture							3						3
Private Wooded Area							8		3				11
State							12		1				13
Township							10						10
Total Acreage Infested							33		22				55

	Total Acreage Infested	Acres Surveyed 10000	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City				0.0	0.0	0.0	
County				419.7	10.0	429.7	
Federal	18.0			755.5	7.0	762.5	
Private Pasture	3.0			125.9	20.0	145.9	
Private Railroad				0.0	0.0	0.0	
Private Wooded Area	11.0			461.7	8.0	469.7	
State	13.0			545.6	7.0	552.6	
Township	10.0			419.7	0.0	419.7	
	55.0	Total Estimated Acreage		2728.1	52.0	2780.1	

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

Year

2016



Estimated Acreage of Noxious Weeds

Noxious Weed	Private	County	Township	State	Federal	City	Total
Field Bindweed	2207.5	132.9	1690.8	1178.2	214.9	1645.9	7070.2
Johnsongrass	2665.2	86.9	1259.1	758.5	129.9	170.9	5070.5
Musk Thistle	1536.0	1052.3	1049.3	762.5	424.7	140.9	4965.7
Quackgrass	0.0						0.0
Sericea Lespedeza	1085.3	429.7	419.7	552.6	1525.0	0.0	4012.3
Totals	7494.0	1701.8	4418.9	3251.8	2294.5	1957.7	21118.7

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								128.9		2207.5
Johnsongrass								129.9		2665.2
Musk Thistle								134.9		1536.0
Quackgrass										0.0
Sericea Lespedeza										1085.3
Totals								393.7		7494.0

Weeds declared Noxious by the County:

Multiflora Rose ☐

Bull Thistle ☐

Herbicide Disbursement Summary

Chemical	Purchase Price	Cost Share Price	Total Disbursed
2-4 D	\$9.81	\$10.00	1077.500 gal
GLYPHOSATE	\$9.19	\$9.00	647.500 gal
METSULFURON METHYL	\$2.63	\$3.00	560.000 oz
PICLORAM	\$45.77	\$40.00	332.000 gal
TRICLOPYR + 2-4 D	\$81.31	\$67.00	466.000 gal
Triisopropanolammonium salt	\$277.00	\$210.00	65.000 gal
Triisopropanolammonium salt	\$70.75	\$59.00	16.000 qt

Enforcement Summary

Warning Notices	2	Diversion Agreements	0	Demonstration Plots	0
Legal Notices	27	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 2016

We certify that John Landon is employed as Douglas County Noxious Weed Dept Director for 2017

Chairman, Board of County Commissioners

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

County Noxious Weed Director

Date

1/30/17

PLANNING COMMISSION REPORT
Regular Agenda – Public Hearing Item

PC Staff Report
01/23/17

ITEM NO. 1 : **CONDITIONAL USE PERMIT FOR PRIVATE AIRSTRIP; 1123 E 2000 RD (MKM)**

CUP-16-00489: Consider a revision to the Conditional Use Permit for the private airstrip at 1123 E 2000 Road, approved with CUP-3-1-85, to allow additional users of the airstrip. Submitted by BG Consultants, Inc. for Milton D. and Joan M. Bland, property owners of record. *Joint meeting with Eudora Planning Commission.*

STAFF RECOMMENDATION: Staff recommends approval of a revised Conditional Use Permit for a airstrip located at 1123 E 2000 Road to allow additional users of the airstrip and forwarding of it to the County Commission with a recommendation for approval, based upon the findings of fact presented in the body of the staff report and subject to the following conditions:

- 1) The applicant shall execute a Use Agreement with the other users of the airstrip and provide a copy to the FAA and to the Planning Office, prior to the release of the Conditional Use Permit.
- 2) The CUP shall expire at the end of 10 years, (Calendar year 2027) unless an application for renewal, submitted prior to the expiration date, is approved by the County Commission.
- 3) Provision of a revised plan with the following changes:
 - a) Label the distance of the west side of the 60 ft wide runway from the east property line.
 - b) Addition of the following notes:
 - i) *"The permit shall expire at the end of 10 years (Calendar year 2027) unless an application for renewal, submitted prior to the expiration date, is approved by the County Commission.*
 - ii) *"The airstrip is limited to the private use of the owners of property which contain the airstrip and occasional use by their guests, but may not be used for commercial purposes."*
 - iii) *"Any change in ownership shall require the submittal of a revised Use Agreement to the FAA."*

Reason for Request: *"The Owner wishes to divide the property and sell a portion of it using the Certificate of Survey process. A conditional use permit for the use of the private airstrip was approved in 1985. The County Attorney has indicated that the CUP should be amended/revised to allow use of the private airstrip by the new owners."*

ATTACHMENTS:

- A:** Additional information provided by the applicant
B: Communications with Eudora Planning Commission
C: Original CUP file

KEY POINTS:

- On May 15, 1985, the Board of County Commissioners approved a Conditional Use Permit, CUP-3-1-85, for the airstrip subject to the conditions that the Federal Aviation Administration approve the site prior to the use as a landing strip and that the landing strip would not be used for commercial purposes.

The County Commission minutes reflect that the applicant noted that the airstrip would be used by himself and occasionally by a friend. The commission's discussion indicated that they did not want to restrict occasional use by the applicant's friends, but did not want 'over use' by others. A revised Conditional Use Permit is required as the current proposal is to add two additional users to the airstrip.

- Certificate of Survey applications were submitted to divide the 145.9 acre property into four Residential Development Parcels (RDPs) with the remaining parcel of approximately 100 acres remaining in agricultural use. One Certificate of Survey, CSR-16-00420, creating a 20.37 acre RDP for the existing Bland residence and a 5.24 RDP for future development was administratively approved on October 17, 2016. The second Certificate of Survey, CSR-16-00407, creating two 10.23 acre RDPs containing a portion of the airstrip was placed on hold pending the outcome of the Conditional Use Permit. (Figure 2)
- Three users are being proposed for the airstrip at this time. The original CUP applicant no longer lives in Kansas but owns the property and uses the airstrip about 4 times a month to visit his family who now reside on the property. The future property owners of the proposed 10.03 acre Residential Development Parcels containing a portion of the airstrip share ownership of a powered parachute. The use of the airstrip is proposed to be shared by the applicant's plane and the powered parachute. Information provided by the applicant on the use of the airstrip is included as Attachment A.
- The plan was provided to the Eudora Planning Commission as the airstrip is located within 3 miles of the Eudora city limits. The Planning Commission forwarded a set of questions to the Planning Office for further information on the application. These questions, and Planning's response are included with this report as Attachment B.

OTHER ACTION REQUIRED:

- County Commission approval of the revised Conditional Use Permit.
- Release of Conditional Use Permit plans to the Zoning and Codes Office when conditions of approval have been met.
- Dedication of easement by separate instrument to insure unobstructed use of the runway across the Residential Development Parcels. This easement should be shown on the Certificate of Survey with the recording information noted, prior to the recording of the Certificate of Survey.
- Recording of the Certificate of Survey, CSR-16-00407, creating the Residential Development Parcels that will share the use of the airstrip.

PUBLIC COMMENT:

The Eudora Planning Commission provided a set of questions to the Planning Office to assist in their review of the Conditional Use Permit. The questions and staff's response are included with this report as Attachment B.

GENERAL INFORMATION

Current Zoning and Land Use:

A (Agricultural) District; *Agriculture, Residential Detached Dwelling*, and a private airstrip, approved

with Conditional Use Permit CUP-3-1-85 as an *Airport and Landing Field*.

Surrounding Zoning and Land Use:

To the north and south: A (Agricultural) District; *Agriculture, and Residential Detached Dwellings*.

To the east: A (Agricultural) and F-F (Floodway Fringe Overlay) Districts; *Agriculture and Residential Detached Dwellings*.

To the west: A (Agricultural) and F-F (Floodway Fringe Overlay) Districts; *Agriculture, Residential Detached Dwellings*, woodland, and floodplain.
(Figure 1)

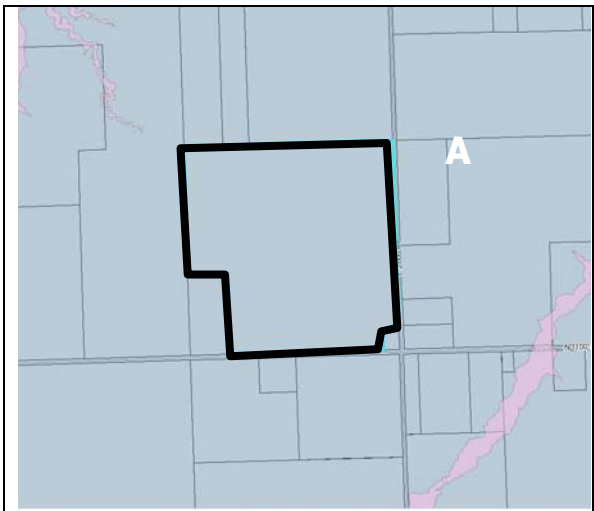


Figure 1a. Zoning in area, subject property is outlined.



Figure 1b. Development/land use in the area

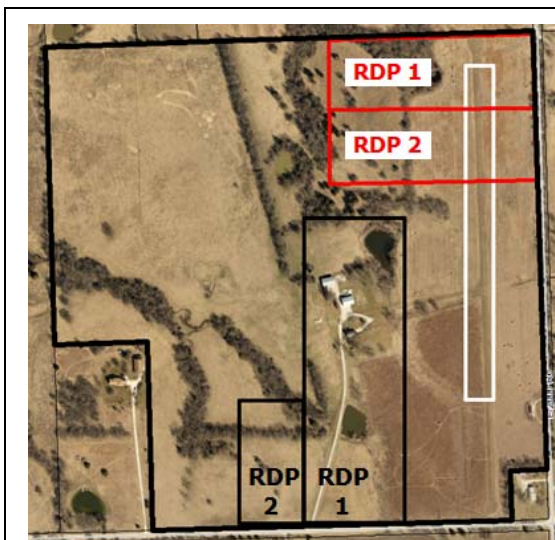


Figure 2. Proposed land division. RDPs which will utilize the airstrip are outlined in red. Private airstrip shown in white, approximate.



Figure 3. Power Parachute.

Summary of Request

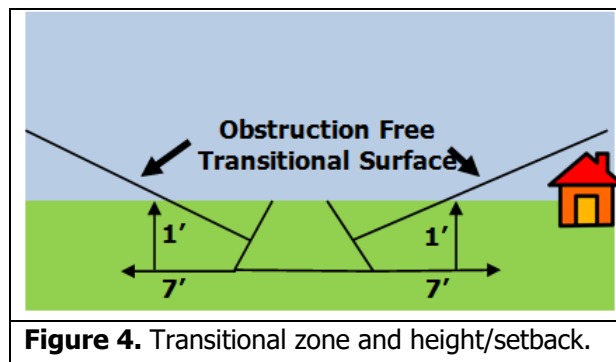
The airstrip was approved with CUP-3-1-85 subject to the condition that it be restricted to the property owner's private use. This CUP application proposes that the CUP be expanded to allow the shared use of the airstrip between the three property owners, (owners of RDP 1, RDP 2, and the agricultural tract shown in Figure 2) following the approval of the Certificate of Survey. No physical changes are being proposed to the 1985 Conditional Use Permit with this application; however, the Residential Development Parcels could be developed with single-family homes and accessory uses and structures. This CUP application requests that additional users be permitted on the airstrip as a result of the proposed land division. For this reason, the Certificate of Survey showing the proposed land divisions and airstrip has been provided as the CUP plan.

The applicant noted that his use of the airstrip is very infrequent. The airstrip was used 7 times in 2016. He noted that since the airstrip CUP was approved in 1985 activity has never averaged over a couple of take-offs/landings a week. He anticipates that there will be 3 to 4 take-offs/landing in any given week during nice weather and estimates the annual usage to be no more than 100 and probably less than 50. The applicant provided information regarding the existing and proposed use of the airstrip which is included with this report as Attachment A.

The subject property is approximately 146 acres in area. Certificates of Survey are being processed to divide the existing house from this parcel and to create three new parcels for residential development. The parcels for residential development are classified as Residential Development Parcels (RDPs). The property configuration following this land division is illustrated in Figure 2.

As the airstrip will cross property lines, an easement will be required to insure the airstrip remains unobstructed. The Recording Book and Page Number for the easement will be noted on the Certificate of Survey. The applicant will own an airplane and the owners of the other two parcels share the ownership of a powered parachute.

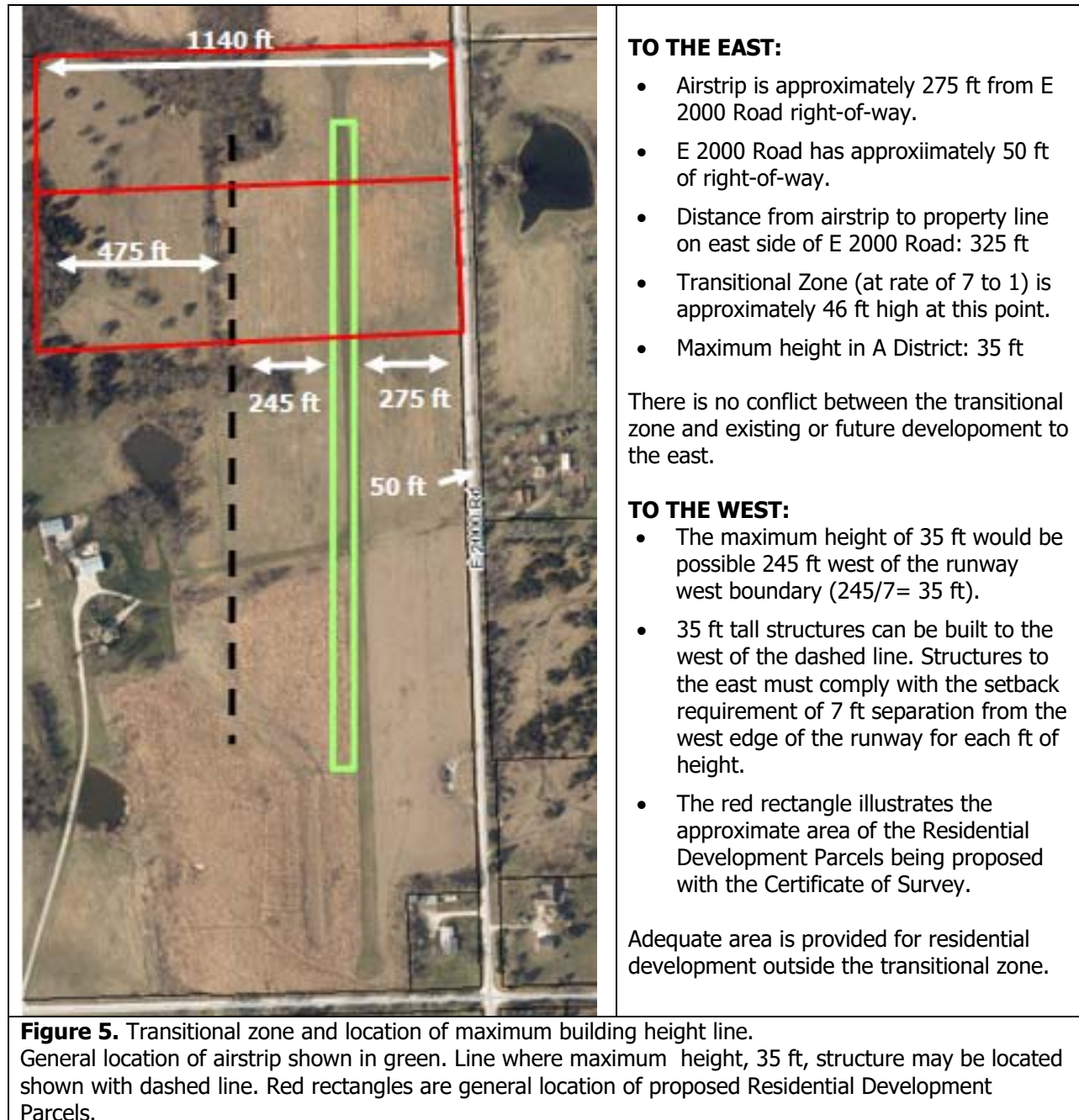
The FAA approved the original airstrip in 1985 and assigned 52KS as its location ID. Per FAA regulations, the area within which structures can be built is defined by a zone established by an imaginary line extending perpendicular to the edge of the runway at a slope of 7 ft horizontally for every 1 ft vertically (the transitional zone). (Figure 4) Therefore, at a distance of 28 ft from the edge of the runway, a structure could be a maximum of 4 ft high and a 30 ft tall structure would be permitted a distance of 210 ft from the edge of the runway.



The Certificate of Survey notes that the transitional surface must be maintained for a 7:1 slope. For clarity, the survey notes the specific setback requirement for structures from the edge of the runway as 7 times the structure's height. The runway should be dimensioned on the plan to assist in the determination of the height/setback for structures. The maximum height permitted in the A District is 35 ft. The runway is setback from the east property line/E 2000 Road approximately 290 ft and a 50 ft building setback applies on the other side of E 2000 Road; for a total of 340 ft between the runway and buildable area. The transitional zone would

be 48.6 ft high at this point, which would accommodate a 35 ft tall structure without any conflict. (Figure 5)

The Federal Airspace Administration Regional Airspace Specialist reviewed the Certificate of Survey and noted that it meets their requirements as long as an easement is provided on the parcels under new ownership to insure unobstructed use of the airstrip and a use agreement is signed by all property owners.



CONDITIONAL USES:

The following proposed use is permitted in the A District when approved with a Conditional Use Permit, as noted below:

12-319-4.01 Airports and Landing Fields

The proposed conditional use has been reviewed with the following criteria provided in Section 12-319-1.02 of the Zoning Regulations:

I. ZONING AND USES OF PROPERTY NEARBY

The subject property is located approximately 3.5 miles southeast of Lawrence on N 1100 Road and is within the City of Eudora's 3 mile area of influence. (Figure 6) The subject property and the surrounding area are zoned A (Agricultural) and agriculture and rural residential uses are the predominate land uses in the area. Another Conditional Use that has been approved in the area is the Bluejacket Winery event center approximately 1 mile to the north of the subject property.

Staff Finding – Nearby properties are zoned A (Agricultural) and are used for agricultural and rural residential uses. An event center with Conditional Use approval is located approximately one mile north of the subject property.

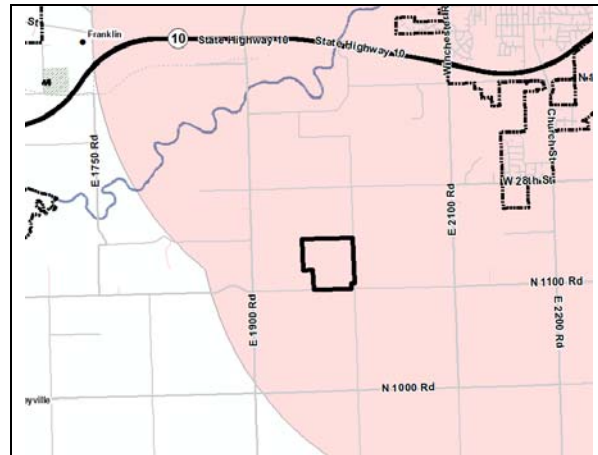


Figure 6. Location of subject property. Eudora 3 mile area is shown in pink. Eudora and City of Lawrence city limits are shown with dashed line.

II. CHARACTER OF THE AREA

The area is rural in nature with agricultural land uses, rural residences and a private airstrip on the subject property. The subject property is in the process of being subdivided through the Certificate of Survey process which will result in 5 parcels: a 100 acre agricultural tract and four Residential Development Parcels (RDPs) ranging from 5 to 20 acres. The existing house will be located on one RDP and the other three will be available for new residential development. Figure 2 illustrates the land division and identifies the two RDPs which are proposed to share the airstrip.

Staff Finding – This is a rural area with agricultural land uses, rural residences, and a private airstrip. The subject property is in the process of being divided to allow the development of three new residences which plan to share the airstrip. The airstrip has existed on the property since 1985.

III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Applicant's response:

"The Conditional Use Permit was approved in 1985 which allowed use of the private airstrip. The approval of the CUP will allow the use of the airstrip to continue."

The property is located within the A (Agricultural) Zoning District which allows numerous uses, including agricultural uses, schools, churches, veterinary hospitals, and single-family dwellings as well as various uses when approved with a Conditional Use Permit (CUP). A CUP does not change the base, underlying zoning; therefore, it would not alter the suitability of the property for agricultural or rural residential use.

A private airstrip is permitted on the property with the Conditional Use Permit which was approved in 1985. The revised CUP application is not proposing physical changes to the

property but is proposing additional users on the airstrip. The property is well suited to the uses which are permitted in the A Zoning District and for the continued use of the private airstrip, an approved conditional use.

Staff Finding – The property is suitable for the uses permitted in the A District and for the *Airstrip and Landing Field* use which was approved with the CUP.

IV. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

Staff Finding –County Zoning Regulations were adopted in 1966; this property has been zoned “A (Agricultural)” since that adoption. The property is not vacant but is developed with a rural residence built in 1988 and various agricultural outbuildings. The airstrip is a grass airstrip which has been in place since the CUP approval in 1985.

V. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Applicant’s Response:

“No removal of restrictions is proposed as the airstrip use is already permitted.”

Section 19-01 of the County Zoning Regulations recognize that *“certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district...when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited.”* The proposed use falls under *Use 1. Airports and Landing Fields* listed in Section 19-4 Conditional Uses Enumerated, of the *Douglas County Zoning Regulations*.

The primary impact associated with an airstrip is the noise generated by the air traffic. In this case, the airstrip is currently used very little. The property owner, who is the original applicant for the CUP, has moved out of state and the airstrip was used a total of 7 times in 2016. The other potential users share the ownership of a powered parachute, which is classified as an ultralight sport vehicle. (Figure 3) The property owner estimates that there will be 4 to 5 take offs/landings a week, with an annual usage of no more than 100 and possibly less than 50. Additional information provided by the applicant is provided in Attachment B.

Based on this information, the shared use of the airstrip, as proposed, should have negligible impact on nearby properties. To regulate the intensity of the use the use of the airstrip should be limited to the owners of the property that contains the airstrip, and occasional use by their guests.

It may be appropriate to place a time limit on the CUP to insure that the use remains compatible with the surrounding area. Staff recommends that the CUP approval be valid for 10 years following approval by the County Commission. The CUP approval would be null and void after that date, unless a renewal request has been submitted to the Planning Office before the expiration date. The CUP would be placed on the County Commission agenda for renewal, with public notice. A new CUP application would be required if the renewal request were not submitted prior to the expiration date.

Staff Finding – The removal of restrictions to allow the shared use of the airstrip should have little negative impact on nearby properties based on the proposed intensity of the use. To regulate intensity, the use of the airstrip should be limited to the owners of property that includes the airstrip, or a portion of the airstrip, and occasional use by their guests.

VI. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS

Applicant's Response:

"If the CUP is not approved the property owner will not be able to divide and sell a portion of his property without losing the use of the airstrip. There will be no change to the public health, safety and welfare if the CUP is approved as it is an existing use."

Evaluation of the relative gain weighs the benefits to the community-at-large vs. the benefit of the owners of the subject property. If the request for expanded use of the airstrip is denied, the applicant would not be able to divide his property as proposed and new property owners would not be able to utilize the airstrip. The denial would insure that no additional air traffic occurred in the area; however, the proposed use of the airstrip is of such light intensity that denial would not benefit the public health, safety, or welfare.

Approval of the CUP would allow the shared use of the airstrip, rather than requiring additional airstrip to be built in another portion of the county.

Staff Finding – With the limitations proposed on the use of the airstrip, denial of the request would not benefit the public health, safety or welfare. Denial would impact the property owner as the land divisions that are planned or the shared use of the airstrip would not be possible.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant's Response—

"The use of the private airstrip is currently permitted under the CUP approved in 1985. This request is to allow this use to continue after the property is divided."

An evaluation of the conformance of a Conditional Use Permit request with the comprehensive plan is based on the strategies, goals, policies and recommendations contained within *Horizon 2020*. The comprehensive plan does not directly address Conditional Use Permits or private airstrips but does note that no development should negatively impact the Lawrence Community Airport. One of the considerations of the FAA approval is that the airstrip does not conflict with another approved airstrip.

Staff Finding – *Horizon 2020* does not directly address the issuances of CUPs but the airstrip will not conflict with the Lawrence Community Airport or any other FAA permitted airstrip.

STAFF REVIEW

The subject property is not located within an Urban Growth Area, but is within 3 miles of the City of Eudora. Therefore, a joint Lawrence-Douglas County and Eudora Planning Commission meeting is required.

The existing airstrip has CUP approval and is registered with the FAA. The FAA noted that the land division and shared use of the airstrip was acceptable provided an easement was dedicated to insure the airstrip and its take off and approach surfaces remain unobstructed. This easement would be dedicated by separate instrument and shown on the Conditional Use Permit plan and the Certificate of Survey prior to final approval.

As the airstrip is already approved, the various imaginary surfaces are in place. The Certificate of Survey abutting the airstrip includes a note limiting the height of structures to insure they do not extend into the required protected imaginary surfaces as discussed earlier in this report.

The airstrip is currently used very little with a total of 7 trips last year. The usage could increase with the addition of the power parachute and if the property owner made more trips back to Kansas. In order to limit the usage of the airstrip, the use should be limited to the owners of property that includes the airstrip and their occasional guests.

Conclusion

Dividing the property with the Certificate of Survey into several parcels will result in divided ownership of the airstrip. The FAA Airspace Specialist for this region noted that joint ownership of an airstrip is permitted when an easement is dedicated over the airstrip to insure the unobstructed use of the airstrip and a Use Agreement is entered into among the various property owners. The applicant, Mr. Bland, would be seen as the primary owner of the airstrip. If the property changed ownership, the FAA would require a new 7480-1 with the new owner information and a new Use Agreement.

From: [Milton Bland](#)
To: [David Hamby](#)
Cc: [Mary Miller](#)
Subject: Re: revised cup for bland airstrip
Date: Monday, December 12, 2016 6:36:01 PM

David and Mary,

I foresee very little if any changes to the activity and usage of the runway. I checked my logbook and so far this year Joan and I have used the runway four times. We now live at an airpark in Arkansas. Our son, daughter-in-law and most importantly grandson live at the farm. We can fly to visit the kids in 2 hours or less. It is a long six hour drive.

In addition to our four trips, a couple of pilot friends have landed at the farm to visit a total of three times this year.

The Grosdidier twins share ownership of a power parachute. Right now it is grounded for maintenance but when flight-worthy they use the runway. They started their aviation experience years ago when they asked if they could use the runway for their model aircraft. I would like to think I have helped a bit in encouraging their interest in aviation. When I was a kid there were a lot of youngsters interested in flying. Today there are relatively few.

The Grosdidiers have achieved their pilot certificates. I would imagine they hope to be able to own a small airplane someday but they currently do not own one. If they are able to purchase one I expect their flying activities would be no greater than mine were when I lived at the farm. Since the Conditional Use Permit was approved in 1985 activity has never averaged over a couple of take-offs/landings a week.

Joan and I have turned down opportunities to sell land in the past. The airstrip has special meaning to us and we were concerned about sharing it. But we are to a point in our retirement and estate planning where we need to sell the farmstead to our son Derek and we also need to sell some additional acreage. Selling the farmstead to Derek is easy as it is still in the family. But deciding to sell additional acreage was difficult for us. Then Derek mentioned that the Grosdidiers were wanting to buy ground so they could build homes.

That changed everything. Our farm was the original Grosdidier homestead and we bought it from the their estate. The twins went to school with Derek and have remained good friends. For the last four or five years they have helped mow the runway and helped change out the windsock. They are great individuals and will be great neighbors.

Regarding your questions:

There will be three users. I will continue to be one as long as my medical is current, and the two Grosdidiers. (Our son Derek would like to get his license someday and could become a user.)

During really nice weather there may be three or four take-offs/landings in any given week. But on an annual basis I would expect the total to be no more than 100 and probably less than 50.

My current taxiway goes from the farmstead to the midpoint of the runway. Of coarse I back-

taxi to either end depending upon the wind. The Grosdidiers will taxi adjacent to the runway to the end of the runway. I do not envision them taxiing down their driveway because they need to avoid the gravel.

I have cherished having the runway and tried to be a good neighbor. We hosted a neighborhood bar-b-que years ago and took neighbors for airplane rides. I always practice landing/departure patterns to limit noise. I have never received any negative comments regarding the runway or aircraft operations. I am certain the Grosdidiers will continue these standards.

Please let me know if I can provide any additional details.

Milton

On Mon, Dec 12, 2016 at 3:58 PM, David Hamby <david.hamby@bgcons.com> wrote:

Mary,
I have copied Milton Bland on this email. I don't have the responses but Milton should be able to answer your questions. Thank you.

David Hamby, P.E., CFM

Vice President



1405 Wakarusa Drive | Lawrence, KS 66049

T: [785.749.4474](tel:785.749.4474) x 2106 | F: [785.749.7340](tel:785.749.7340)

Web: www.bgcons.com | [Map](#) | [Email](#)

This message, including attachments, may contain confidential and legally privileged information intended solely for the intended recipient. If you are not the intended recipient, please notify the sender and do not take any action based on the information and do not disclose, store or distribute the information to any third party. Nothing in this email shall be construed as a legally binding contract or offer to contract unless expressly written. BG Consultants, Inc. accepts no liability for the information contained in this email or for the consequences of any action taken unless the information is expressly confirmed as a representation of the company.

From: Mary Miller [mailto:mmiller@lawrenceks.org]

Sent: Monday, December 12, 2016 3:14 PM

To: David Hamby <david.hamby@bgcons.com>

Subject: revised cup for bland airstrip

David,

Could you provide additional information on the proposed use of the Bland airstrip? How many users total? How many trips do they each anticipate per day or per week?

How will the individual airplanes access the airstrip? It appears the hangers will be built next to the houses adjacent to the airstrip. Will they enter the airstrip from the driveway and then taxi to the end?

I may have more questions shortly, but these are the principal ones that I think will interest the commission and the neighbors.

Thanks,

Mary

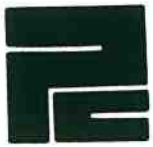
Mary K Miller, AICP, City/County Planner- mmiller@lawrenceks.org

Planning Division | www.lawrenceks.org/pds

P.O. Box 708, Lawrence, KS 66044

Office [\(785\) 832-3147](tel:(785)832-3147) | Fax [\(785\) 832-3160](tel:(785)832-3160)

*"Your opinion counts! Customer feedback helps us serve you better. Please tell us how we're doing by completing this short online Customer Satisfaction Survey:
<http://lawrenceks.org/pds/survey/satisfaction>."*



LAWRENCE
DOUGLAS
COUNTY
PLANNING
OFFICE

SIXTH AND MASSACHUSETTS STREET • BOX 708
LAWRENCE, KANSAS 66044 • (913) 841-7722 EXTENSION 150

May 16, 1985

Milton and Joan Bland
Route 6, Box 100 M
Lawrence, Kansas 66044

RE: CUP-3-1-85; Request for a private airstrip, East one-half of the
southeast quarter of Section 24, Township 13 south, Range 20 east.

Dear Mr. and Mrs. Bland:

The Douglas County Commission, at their meeting on Wednesday, May 15,
1985, approved your above referenced request for a CUP subject to the
following conditions:

1. Federal Aviation Administration approval of the site
prior to use as a landing strip; and,
2. The landing strip not be used for commercial purposes;
however, this does not prohibit agricultural use.

If you have any questions pertaining to this matter, please contact
David Guntert at the Planning Office.

Sincerely,

Price T. Banks
Director of Planning

PTB:DP:po

BCC Action letter

May 15, 1985

At the hour of 10:00 a.m., the Board discussed a planning item with Dean Palos, staff member of the Lawrence-Douglas County Planning Department, and Wayne Kellum, zoning administrator. The Board considered Item No. 8 from the Lawrence-Douglas County Planning Commission minutes of April 24, 1985. This item is a request for a Conditional Use Permit to allow a private airstrip for personal use by the applicant. Said request is generally located northwest of the intersection of Eudora Township Roads #43 and #180, submitted by Milton and Joan Bland. This item comes to the Board with a recommendation for approval from the Planning Commission, subject to the following conditions:

(1) FAA approval of the site prior to use as a landing strip;
and

(2) The airstrip not be used for commercial use.

After discussion it was moved by Mr. Rhodes that this request be approved subject to condition (1) as above described but changing condition (2) to read as follows:

(2) The airstrip not be used for commercial use, however, this does not exclude agricultural use.

Motion seconded by Mr. Hopper, and carried unanimously.

BCC Minutes



LAWRENCE
DOUGLAS
COUNTY
PLANNING
OFFICE

SIXTH AND MASSACHUSETTS STREET • BOX 708
LAWRENCE, KANSAS 66044 • (913) 841-7722 EXTENSION 150

April 26, 1985

Milton and Joan Bland
Route 6, Box 100M
Lawrence, Kansas 66044

RE: CUP-3-1-85; Request for a private airstrip, east one-half of the
southeast quarter of Section 24, Township 13 south, Range 20 east.

Dear Mr. and Mrs. Bland:

The Lawrence Douglas County Planning Commission, at their meeting on
Wednesday, April 24, 1985, voted 6-1 to recommend approval of the above
referenced request to the Board of County Commissioners, subject to the
following conditions:

- 1) Federal Aviation Administration approval of the site
prior to use as a landing strip; and,
- 2) The landing strip not be used for commercial purposes.

The Board of County Commissioners will consider this request for
final action at their meeting on Wednesday, May 15, 1985, beginning at
10:00 a.m. in the Commission Meeting Room, 2nd floor of the Douglas County
Courthouse, 11th and Massachusetts Street.

If you have any questions pertaining to this matter, please contact
David Guntert at the Planning Office.

Sincerely,

Price T. Banks
Director of Planning

PTB:DG:po

PC Action Letter

ITEM NO. 8: CONDITIONAL USE PERMIT FOR PRIVATE AIRSTRIP

A. SUMMARY

CUP-3-1-85: A Conditional Use Permit request to allow a private airstrip for personal use by the applicant. Said request is generally located northwest of the intersection of Eudora Township Roads #43 and #180. Submitted by Milton and Joan Bland.

B. STAFF REVIEW

Comm. Miller declared a conflict of interest on this item and removed himself from the meeting at this time.

David Guntert reviewed the staff report. He described the surrounding area.

He said the airstrip would be used for personal pleasure flying by the applicant. It would be grassed, 100' wide and 1,800' long.

He said the applicant needs to file FAA Form 7480-1, "Notice of Landing Area Proposal" according to Federal regulations. An evaluation of the site and its relationship to existing airports to determine potential air traffic conflicts is involved. Federal Aviation Administration must approve the site prior to use of the landing strip.

He added staff recommended approval with one condition.

C. PLANNING COMMISSION DISCUSSION

Comm. Harper asked if neighbors had been notified of the request and if there were any objections.

Mr. Guntert said property owners within 1,000' of the boundary of the entire tract had been notified. One phone call had been received from a Mr. Bost. His concern was that the landing strip not be a public or heavily used landing strip.

Comm. Lucas asked if the applicant had been apprised of the CUP requirements and that the permit could be revoked if there were complaints or problems related to the strip.

Mr. Guntert said staff had not specifically advised them of that possibility.

Comm. Glass asked if the residence at the northwest corner of the intersection was under the same ownership as the property in the request.

Mr. Guntert said it was under different ownership.

Comm. Lucas asked where Mr. Bland lived.

Mr. Guntert said he did not live on the property now. The strip was to be for his personal recreational flying and to allow him to house his plane there rather than pay rent to someone else for storage space.

PC Minutes - pg. 1

D. PLANNING COMMISSION/PUBLIC DISCUSSION

Milton Bland, the applicant, said he had not been aware of the need for a special use permit for an airstrip when they bought the property. If there was a problem with the permit it would affect their plans to build a residence on the property.

He said he did not fly much and this strip would only be used for his personal flying. It would also reduce his costs of owning a plane. They did plan to build a residence on this property in the near future and described the proposed location on the map.

Comm. Grosdidier asked if Mr. Bland had a partner in the flying operation.

Mr. Bland explained he owned the plane and his "partner" used the plane a little in return for rent-free hangar space. There were no plans for a formal partnership.

Comm. Harper said they did not want to see a commercial use of the strip or heavy use by friends of the applicant.

Mr. Bland said he also did not want that because of the liability cost. It would be for his use and occasionally a friend. He planned to farm the adjacent property and would restrict the use.

Comm. Grosdidier asked if there would be a conflict with the tower recently approved near this area.

Mr. Bland said traffic patterns would be directed around the tower and should not conflict with it.

Chrm. Bahnmaier explained that if there were problems with the use the CUP could be revoked.

Staff explained the procedure for review for Mr. Bland.

Mr. Bland asked if other airstrips in the county had conditional use permits.

Director Banks said he was aware of only one that had a CUP approved in 1972. Most existing strips had been built before the zoning ordinance took affect in 1966; therefore CUP requirements would not affect those uses.

Norbert Grosdidier, owner of property to the north of the proposed strip, asked if the airstrip would affect building on his property.

Director Banks said no local ordinances restricted building because of the airstrip being there. Only normal setback requirements needed to be adhered to.

Comm. Lucas asked if Mr. Grosdidier would be restricted by what uses would be allowed on his property after the airstrip was established, for instance, a tower.

PC Minutes - pg. 2

Director Banks said it would impact the use of Mr. Grosdidier's property but would not prohibit any use such as a tower.

Comm. Harper noted this proposal was for a private airstrip, not an airport, and use would be limited.

Mr. Grosdidier asked if there were regulations prohibiting him from putting an airstrip on his property.

Mr. Guntert said none locally but the FAA regulated them. He was not aware of their exact regulations.

Mr. Grosdidier said he had no objections to Mr. Bland's proposed airstrip but he'd like clarification of how it could restrict the use of his property adjacent to the site.

Comm. Harper asked Mr. Grosdidier if he felt comfortable with the information he had gained tonight.

Mr. Grosdidier said yes but he wanted more information from the FAA as to restrictions on his use of his property.

Floyd Bost said his concern was that the airstrip remain in personal/private use.

Comm. Lucas said they would not restrict occasional use by the applicant's friends.

Mr. Bost said he just did not want "over use" by others.

Comm. Harper said she felt the applicant had followed all the steps necessary to comply with the ordinance. She felt he would use an airstrip in the best spirit of the CUP requirements.

E. ACTION TAKEN

It was moved by Comm. Harper, seconded by Comm. Lucas, for approval of the request and forwarding of it to the Board of County Commissioners with a recommendation for approval, subject to the following two conditions:

- 1) FAA approval of the site prior to use as a landing strip; and,
- 2) The airstrip not be used for commercial use.

The motion carried 6 - 1 with Comm. Grosdidier voting against the motion.

Comm. Miller then rejoined the meeting.

ITEM NO. 8: CONDITIONAL USE PERMIT FOR PRIVATE AIRSTRIP

A. SUMMARY

CUP-3-1-85: A Conditional Use Permit request to allow a private airstrip for personal use by the applicant. Said request is generally located northwest of the intersection of Eudora Township Roads #43 and #180. Submitted by Milton and Joan Bland.

B. GENERAL INFORMATION

Current Zoning & Land Use	A (Agriculture); agricultural use with residence.
Surrounding Zoning & Land Use	A in all directions; agricultural use with residences.
Reason for Request:	Applicant wants to be able to occasionally use his property for a landing strip for personal use only.

C. STAFF REVIEW

Applicant is proposing a private landing strip for his personal pleasure flying. It is proposed to be oriented in a north-northeasterly direction on the site and on the crest of the property.

The landing strip will be approximately 1,800 feet long and 100 feet wide. It is proposed to be located approximately 600 feet from the south property line, 300 feet from the north line, and vary from 500 to 700 feet from the east line.

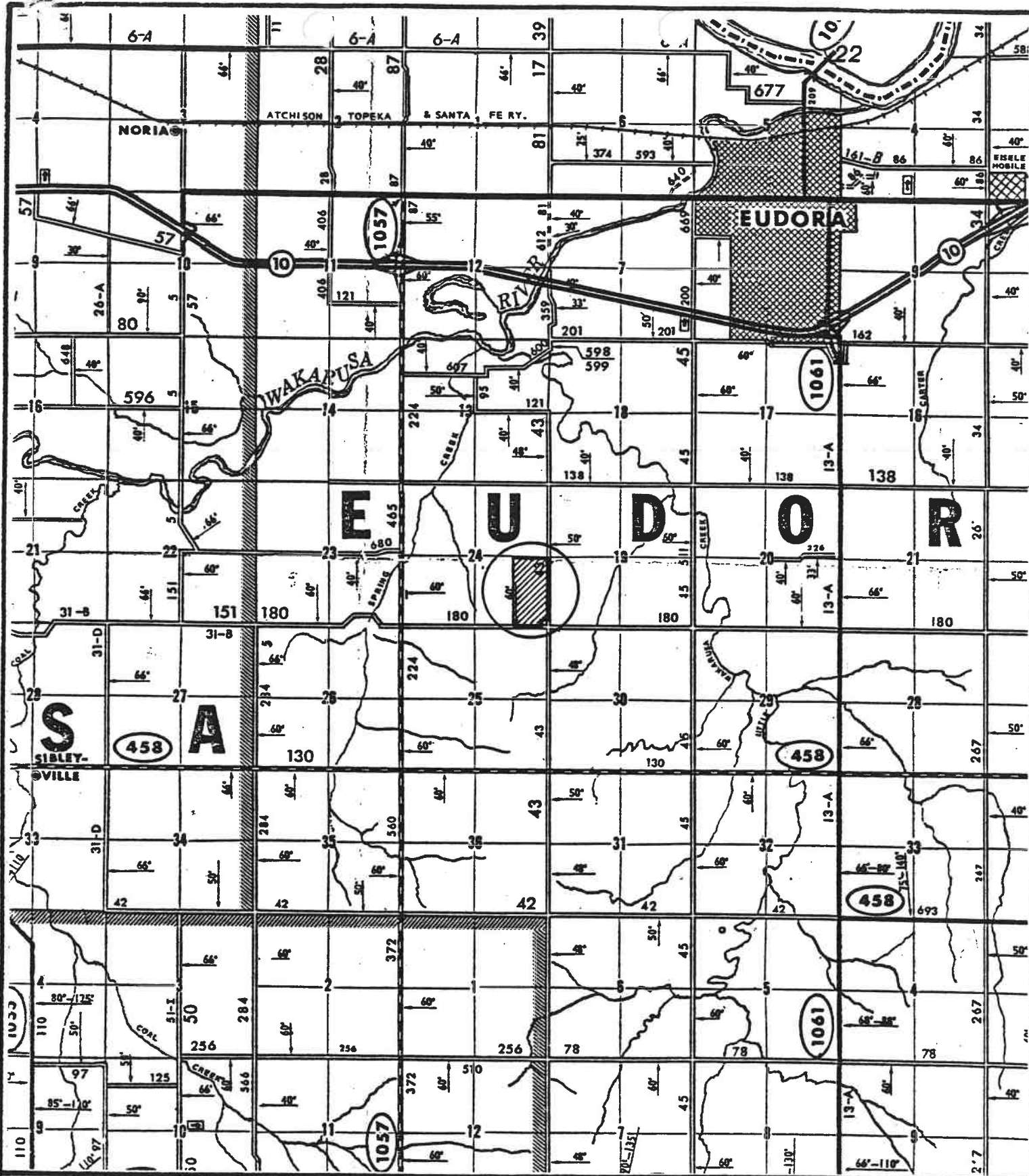
The predominant land uses around the site are agricultural uses - cropland and pasture land. Five dwellings, including the applicant's home, are within the general area - the closest is approximately 700 feet from the strip. In addition, the site is removed from air traffic hazards such as towers and overhead transmission lines.

Applicant needs to file FAA Form 7480-1, "Notice of Landing Area Proposal" according to Federal Regulations. An evaluation of the site and its relationship to existing airports to determine potential air traffic conflicts is involved. Federal Aviation Administration must approve the site prior to use of the landing strip.

Recommendation: Planning Staff recommends approval of the request and forwarding of it to the Board of County Commissioners with a recommendation for approval, subject to the following condition:

- 1) FAA approval of the site prior to use as a landing strip.

PC STAFF REPORT



Conditional Use Permit: CUP-3-1-85

Date: April 2, 1985



Area Requested



Lawrence - Douglas County Planning Office

One inch represents 4600 feet.

DOUGLAS COUNTY, KANSAS

APPLICATION FOR CONDITIONAL USE PERMIT

(To be Filled in By Applicant)

Application No. CUP-3-1-85 March 7 19 85
Month Day Year

Applicant Milton D. Bland Address Route 6, Box 100m, Lawrence, Ks 66044

Telephone No. 842 6861 Street address of property Route 2, Lawrence
Section 24, Township 13, Range 20

Legal Description See attached sheet SE $\frac{1}{4}$ less Approximately 2 acres

Owner of property Milton D. Bland Address same as above

Telephone No. 842 6861 Existing Zoning A

Proposed Use Private airstrip Explain: Airstrip to be used for personal pleasure
flying and personal agricultural flying.

28 COPIES OF A SITE PLAN OF TRACT MUST BE SUBMITTED

(For use by Planning Commission)

Date of Hearing _____ 19 _____
Month Day Year

Planning Commission Action: Approved _____ Disapproved _____ Other _____

Comments: _____

Conditions: _____

(For use by County Commission)

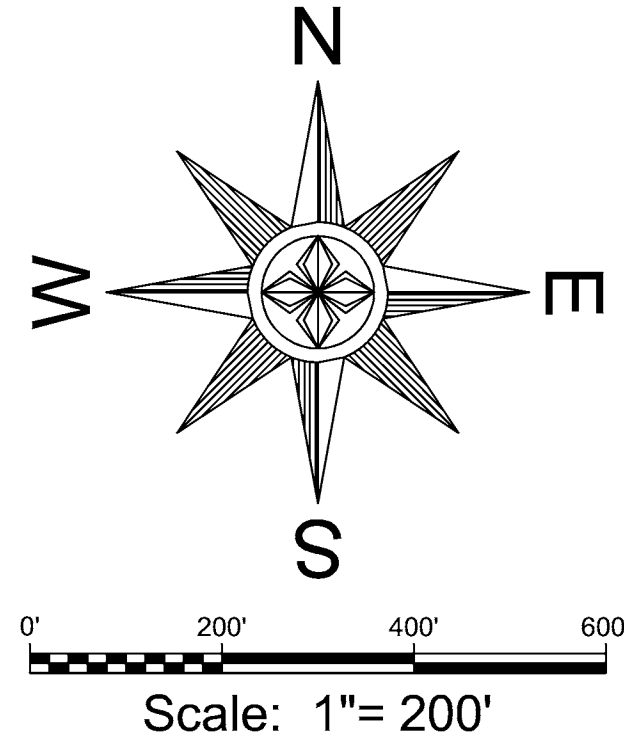
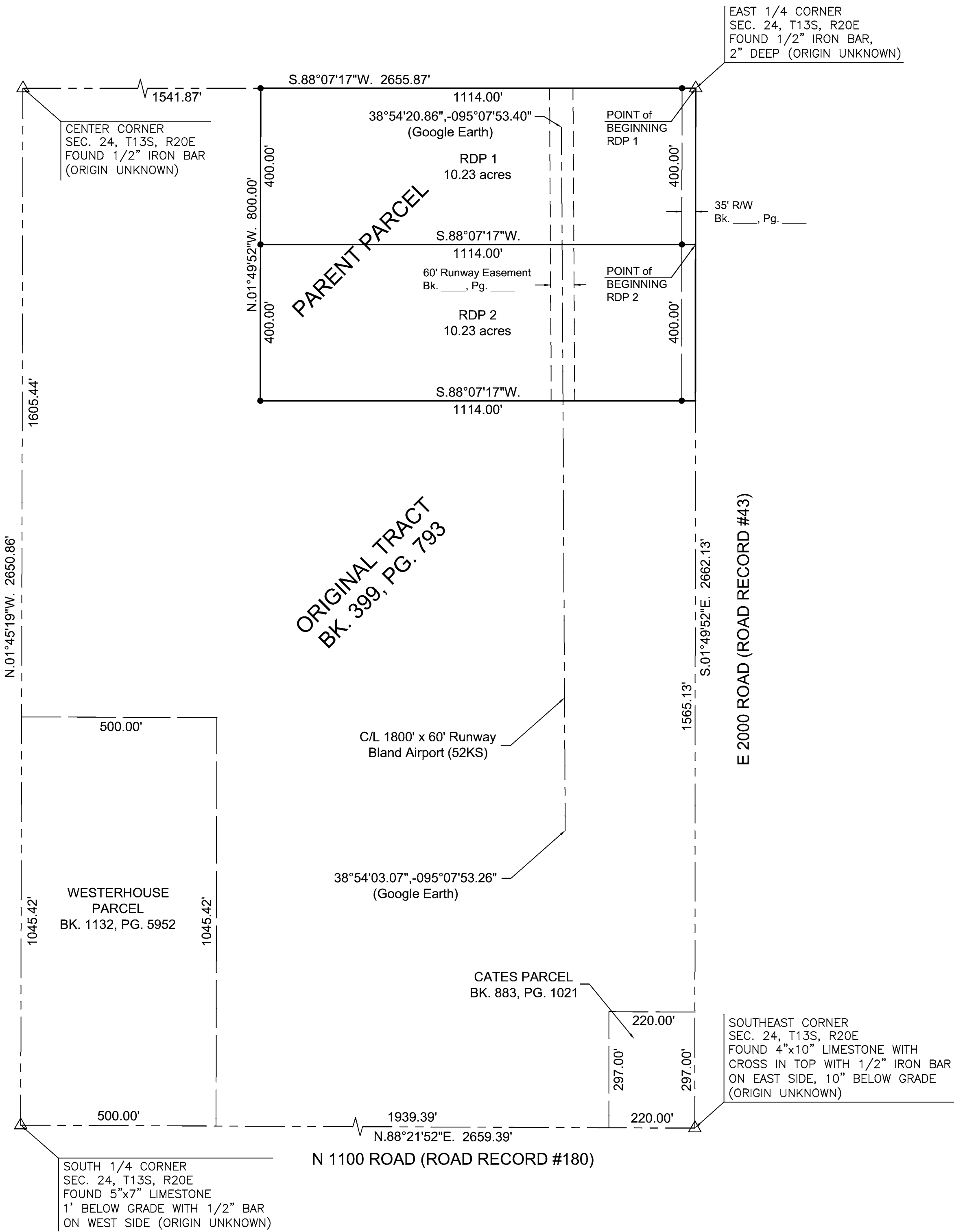
Date of Hearing _____ 19 _____
Month Day Year

County Commission Action: Approved _____ Disapproved _____ Other _____

Comments: _____

Conditions: _____

A CERTIFIED LIST OF PROPERTY OWNERS WITHIN 1000 FEET OF THE PROPERTY FOR WHICH AN CUP IS REQUESTED MUST ACCOMPANY THIS APPLICATION. ALSO, A FIFTY DOLLAR CHECK MUST ACCOMPANY THIS APPLICATION.



LEGEND

- SET 1/2" x 24" IRON BAR WITH PLASTIC CAP MARKED "BG CONS PS 758"
- FOUND 1/2" IRON BAR
- POINT NOT SET, NOT FOUND
- FOUND MONUMENT AS NOTED
- RDP RESIDENTIAL DEVELOPMENT PARCEL
- BK., PG. REFERS TO BOOK AND PAGE AT THE DOUGLAS COUNTY REGISTER OF DEEDS

DESCRIPTION - ORIGINAL TRACT

THE SOUTHEAST QUARTER OF SECTION TWENTY-FOUR (24), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWENTY (20) EAST OF THE SIXTH PRINCIPAL MERIDIAN, LESS THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 18 RODS, THENCE WEST 13 RODS, 5 FEET, 6 INCHES, THENCE SOUTH 18 RODS, THENCE EAST 13 RODS, 5 FEET, 6 INCHES, TO THE POINT OF BEGINNING, IN DOUGLAS COUNTY, KANSAS

AND

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE 6TH P.M.; THENCE NORTH 1045 FEET, 5 INCHES; THENCE EAST 500 FEET; THENCE SOUTH 1045 FEET, 5 INCHES; TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE WEST 500 FEET TO THE POINT OF BEGINNING, CONTAINING 145.9 ACRES, IN DOUGLAS COUNTY, KANSAS.

DESCRIPTION - PARENT PARCEL

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE 6TH P.M. DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 S.01°49'52"E. (BEING AN ASSUMED BEARING) 800.00 FEET; THENCE S.88°07'17"W. 1114.00 FEET; THENCE N.01°49'52"W. 800.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 N.88°07'17"E. 1114.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.46 ACRES. THIS TRACT IS SUBJECT TO ROAD RIGHT-OF-WAYS OF RECORD, AS SHOWN HEREON.

DESCRIPTION - RDP #1

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE 6TH P.M. DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 S.01°49'52"E. (BEING AN ASSUMED BEARING) 400.00 FEET; THENCE S.88°07'17"W. 1114.00 FEET; THENCE N.01°49'52"W. 400.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 N.88°07'17"E. 1114.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.23 ACRES. THIS TRACT IS SUBJECT TO ROAD RIGHT-OF-WAYS OF RECORD, AS SHOWN HEREON.

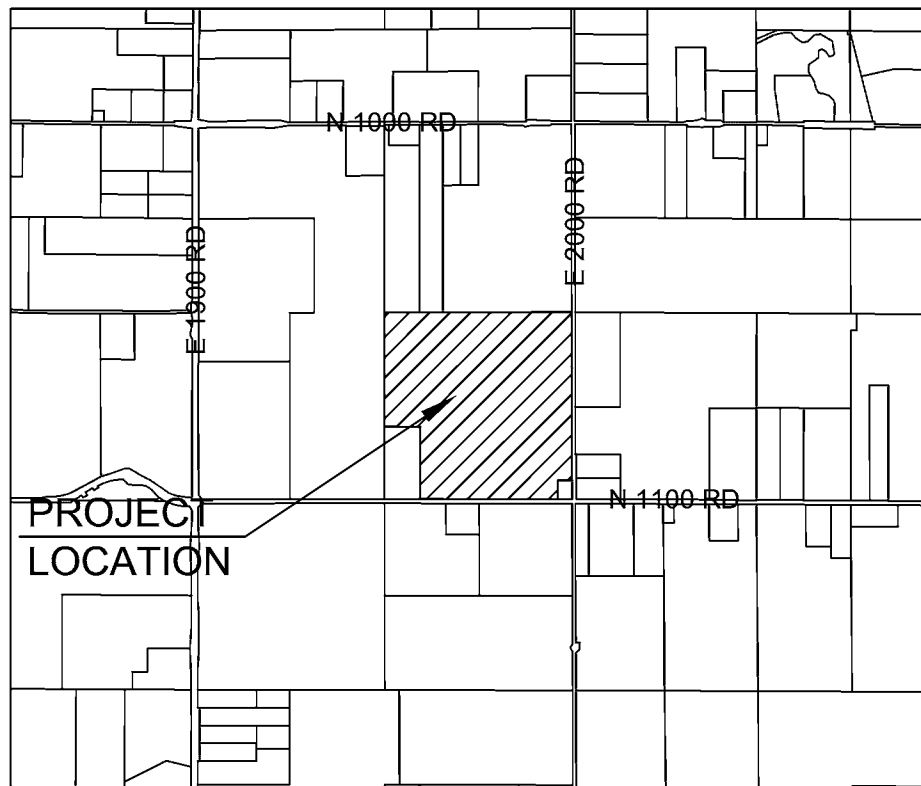
DESCRIPTION - RDP #2

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE 6TH P.M. DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 S.01°49'52"E. (BEING AN ASSUMED BEARING) 400.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 S.01°49'52"E. 400.00 FEET; THENCE S.88°07'17"W. 1114.00 FEET; THENCE N.01°49'52"W. 400.00 FEET; THENCE N.88°07'17"E. 1114.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.23 ACRES. THIS TRACT IS SUBJECT TO ROAD RIGHT-OF-WAYS OF RECORD, AS SHOWN HEREON.

GENERAL NOTES

- BASIS FOR BEARINGS FOR THIS CERTIFICATE OF SURVEY IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 20 EAST (S.01°49'52"E. ASSUMED).
- THIS CERTIFICATE OF SURVEY WAS NOT PREPARED FOR THE PURPOSE OF PLATTING LAND, NO FURTHER DIVISIONS OF THE PARCELS CREATED BY THIS SURVEY SHALL OCCUR UNTIL THE PROPERTY IS SUBDIVIDED IN ACCORDANCE WITH ALL APPLICABLE SUBDIVISION REGULATIONS OF DOUGLAS COUNTY OR THE CITY INTO WHICH IT IS ANNEXED OR UNTIL AN AMENDED CERTIFICATE OF SURVEY IS APPROVED AND RECORDED WITH THE REGISTER OF DEEDS.
- THIS PROPERTY DIVISION WAS DESIGNED IN ACCORDANCE WITH SECTION 20-806 OF THE SUBDIVISION REGULATIONS FOR LAWRENCE AND THE UNINCORPORATED AREAS OF DOUGLAS COUNTY, KANSAS.
- SEWAGE DISPOSAL WILL BE PROVIDED BY MEANS OF INDIVIDUAL SEPTIC SYSTEMS INSTALLED ON EACH RESIDENTIAL DEVELOPMENT PARCEL. THE SEPTIC SYSTEMS WILL BE ABANDONED UPON ANNEXATION INTO THE CITY OF LAWRENCE OR THE CITY OF EUDORA, AND CONCURRENT CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM.
- RDPs SHALL NOT BE ELIGIBLE FOR A BUILDING PERMIT UNTIL AN ON-SITE SEWAGE MANAGEMENT PLAN IS APPROVED BY THE DIRECTOR OF THE LAWRENCE/DOUGLAS COUNTY HEALTH DEPARTMENT. A PRELIMINARY SITE EVALUATION FOR EACH SEPTIC SYSTEM IS REQUIRED PRIOR TO A BUILDING PERMIT BEING ISSUED. THE SEPTIC PERMIT MUST BE APPROVED AND PURCHASED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. ON-SITE SEWAGE MANAGEMENT SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH 'STANDARDS ON INDIVIDUAL ON-SITE SEWAGE MANAGEMENT SYSTEMS FOR THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS' COUNTY SANITATION CODE, RESOLUTION 97-48, AS AMENDED.
- PROPERTY BOUNDARIES FOR RESIDENTIAL DEVELOPMENT PARCELS SHALL BE PINNED PRIOR TO RECORDING THE CERTIFICATE OF SURVEY.
- RURAL WATER DISTRICT #4 SHALL ISSUE A WATER METER AND DOCUMENTATION THAT A WATER METER HAS BEEN PURCHASED BY THE OWNER AND IS PRESENTED TO THE LAWRENCE-DOUGLAS COUNTY HEALTH DEPARTMENT AND THE DOUGLAS COUNTY ZONING OFFICE OR THE LAWRENCE-DOUGLAS COUNTY HEALTH DEPARTMENT SHALL ISSUE A PERMIT FOR A WELL AND A COPY OF THIS PERMIT IS PROVIDED TO THE DOUGLAS COUNTY ZONING OFFICE. WELL WATER IS NOT AVAILABLE IN ALL PARTS OF THE COUNTY. IF WELL WATER IS NOT AVAILABLE, PLEASE CONTACT THE DOUGLAS COUNTY HEALTH DEPARTMENT FOR THE REQUIREMENTS FOR CISTERNS WITHIN THE COUNTY.
- NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FLOODPLAIN PER FEMA MAP 20045C0195D, EFFECTIVE DATE: AUGUST 5, 2010.
- THE CURRENT ZONING FOR THE PROPERTY IS A (AGRICULTURE).
- DEVELOPMENT OF RESIDENTIAL DEVELOPMENT PARCEL SHALL COMPLY WITH THE DOUGLAS COUNTY ACCESS MANAGEMENT REGULATIONS, CHAPTER IX, ARTICLE 5 OF THE COUNTY CODE.
- DEVELOPMENT ON RESIDENTIAL DEVELOPMENT PARCEL SHALL COMPLY WITH THE DOUGLAS COUNTY ZONING REGULATIONS, CHAPTER XII OF THE COUNTY CODE.
- RDP #1 AND RDP #2 ARE SUBJECT TO THAT CERTAIN RUNWAY EASEMENT, RECORDED IN BOOK ____, BEGINNING ON PAGE ____, IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, KANSAS, RELATING TO THE PRIVATE RUNWAY LOCATED ON RDP #1 AND RDP #2.
- DEVELOPMENT ADJACENT TO THE RUNWAY SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - THE APPROACH TO EACH RUNWAY IS MAINTAINED FOR A MINIMUM OF 20:1 GLIDE SLOPE. THE APPROACH SLOPE BEGINS AT RUNWAY END (TURF RUNWAY) AND SLOPES UPWARDS AT AN ANGLE OF 20° (HORIZONTAL) TO 1° (VERTICAL).
 - THE AIRPORT TRANSITIONAL SURFACE BE MAINTAINED FOR A 7:1 SLOPE. THE TRANSITIONAL SURFACE EXTENDS OUTWARD AND UPWARD AT RIGHT ANGLES TO THE RUNWAY CENTERLINE AND EXTENDS AT A SLOPE OF 7:1 FROM THE SIDES OF THE PRIMARY SURFACES AND FROM THE SIDES OF THE APPROACH SURFACES.
 - STRUCTURES MUST BE SETBACK FROM THE EDGE OF THE RUNWAY A DISTANCE EQUAL TO 7 TIMES THEIR HEIGHT.



LOCATION MAP

CERTIFICATE OF SURVEY
SE 1/4, SECTION 24, T13S, R20E

BG CONSULTANTS, INC.
1405 WAKARUSA DRIVE
LAWRENCE, KS 66049
(785) 749-4474

DATE: 10-20-16

PROJECT #16-1337L

SHEET 1 OF 1

OWNER

BE IT KNOWN TO ALL MEN THAT I (WE), THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND, HAVE HAD CAUSE FOR THE SAME TO BE SURVEYED AND A CERTIFICATE OF SURVEY PREPARED, AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO SUBPARCELS

BY: MILTON D. BLAND AND JOAN M. BLAND
194 SOUTHRIDGE ROAD, HOLLEY MOUNTAIN AIRPARK
CLINTON, AR 72031

ACKNOWLEDGEMENT

(STATE OF KANSAS)
(COUNTY OF DOUGLAS) SS:

I, JESSICA HERMESCH, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT MILTON D. BLAND AND JOAN M. BLAND, ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION AND DELIVERY OF THIS PLAT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____, A.D., 2016. MY COMMISSION EXPIRES 04-08-2018.

NOTARY PUBLIC



SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING, THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME, OR UNDER MY SUPERVISION, THAT ALL SUBDIVISION REGULATIONS OF DOUGLAS COUNTY, KANSAS, HAVE BEEN COMPLIED WITH, IN THE PREPARATION OF THIS SURVEY PLAT, AND THAT ALL THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE FIELD WORK WAS COMPLETED SEPTEMBER 2016. THIS SURVEY COMPLIES WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

BY: ALBERT R. DIEBALL, P.S., #758

BG CONSULTANTS, INC.
1405 WAKARUSA DRIVE
LAWRENCE, KANSAS 66049
(785) 749-4474



ENDORSEMENTS

APPROVED AS A CERTIFICATE OF SURVEY UNDER THE SUBDIVISION REGULATIONS OF THE CITY OF LAWRENCE & THE UNINCORPORATED AREA OF DOUGLAS COUNTY.

SCOTT McCULLOUGH DATE
PLANNING DIRECTOR

REVIEWED IN COMPLIANCE WITH
K.S.A. 58-2005.

MICHAEL D. KELLY, P.S. #869 DATE
COUNTY SURVEYOR

FILING RECORD

STATE OF KANSAS
COUNTY OF DOUGLAS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS ON THIS ____ DAY OF ____, 2016, AND IS DULY RECORDED AT ____ AM/PM IN BOOK ____ PAGE ____

REGISTER OF DEEDS
KAY PESNELL



City of Eudora, Kansas

Richard Campbell, Chairperson
Eudora Planning Commission
4 East Seventh Street
Eudora, Kansas 66025

17 January 2017

Mary Miller, City/County Planner
Lawrence-Douglas County Metropolitan Planning Commission
P.O. Box 708
Lawrence, Kansas 66044

RE: CUP-16-00489 Conditional Use Permit for Private Airstrip at 1123 E 2000 Road, Bland Property.

Dear Ms. Miller:

I am writing this letter to you regarding the aforementioned application as the Chairman of the Eudora Planning Commission. The Planning Commission appreciates the efforts expended by you and the Lawrence-Douglas County Metropolitan Planning Commission to include the Eudora community in land use decisions. We would asked you accept and utilize the following information and consider it during you 25 January 2017 meeting.

On 04 January 2017, the Eudora Planning Commission met and considered the application. We voted unanimously (7-0) in support of a motion recommending approval of the application, which included asking the Lawrence-Douglas County Metropolitan Planning Commission to debate the following issues and consider incorporating them into your motion. They are as follows:

1. The lots being created share an access point at the right-of-way line for East 2000 Road for their driveways.
2. Number of users allowed to utilize the private airstrip.
3. If a sunset date is necessary for the CUP.

Again, thank you for providing us this opportunity to provide meaningful input on this application and considering our requests.

Sincerely,

Richard Campbell, Chairperson

04 January 2017

Response- 06 January 2017

Questions generated by the Eudora Planning Commission regarding the Bland Conditional Use Permit application for the Lawrence/Douglas County Planning Department.

Thank you for taking the time to consider this CUP application. The property owner and applicant for the original CUP and the amended CUP provided additional information on the use of the airstrip, which I've attached. This information will be included with the staff report. My responses to your questions are below, in bold. We are still reviewing the application and don't have the staff report ready yet, so we don't have the recommended conditions developed at this time. The staff report will be ready and made available about a week before the Planning Commission meeting. Thanks again!

- Can the City of Eudora obtain a copy of the original (current) conditional use permit? **Yes, The CUP didn't include a plan but I've attached the CUP file.**
- Does the current conditional use permit have a sunset date? **No, there is no expiration on the current CUP.**
- Will the new conditional use permit have a sunset date? **It could, if it were seen to be necessary. The staff report isn't completed yet, so the conditions haven't been set. If you feel an expiration date is necessary, please provide that comment at the joint Planning Commission meeting.**
- Does the current, and will the new, conditional use permit establish intensity of the uses allowed to occur on the entire property or just the 2 lots being requested? **The CUP does not establish an intensity—such as 3 flights per day--- based on recommendations of our Zoning and Codes Office. They indicated this would be difficult to enforce. Instead intensity is regulated by limiting the users on an airstrip to the property owner and their occasional guests.**
- If two (2) proposed lots are created, what type of construction permits would they be eligible for, residential, accessory buildings, or other uses? **The 2 new lots shown on the CUP will be eligible for residential development along with accessory buildings.**
- If the two (2) proposed lots are created what type of access would they have to E 2000 Road?
 - If driveways are permitted, will they be permitted to cross the runway? **The FAA indicated that the driveways could cross the runway, although they'd prefer the driveways to be shared or as close together as possible.**
 - Eudora would like to request that if the parcels being created are eligible for access permits for E 2000 Road, the conditional use permit obligate them to utilize a shared access point. **Shared driveways are not permitted in DG County although a shared access point on E 2000 Road could be possible. The driveways would need to separate at the easement for right-of-way line so each parcel has its own driveway.**
- How are N 1100 and E 2000 Roads classified by the County and what are their respective rights-of-ways?
 - Eudora would like to reserve additional right-of-way along the west side of N 2000 Road so that future expansion of the road could be accommodated. The City would request the County consider reserving the ability to obtain additional right-of-way in the future, so that when combined with existing, a total of 40', or ½ of the desired full width of 80'

can be acquired. **Both N 1100 and E 2000 Roads are classified as Local Roads in the DG County Access Management Map. 70 ft of right-of-way is required for local roads. One-half of this right-of-way (35 ft) is required to be dedicated on the subject property side of the road prior to the recording of the Certificate of Survey creating the residential parcel. If you would like additional right-of-way to be provided at this time, please bring that up at the joint Planning Commission meeting.**

ITEM NO. 1 CONDITIONAL USE PERMIT FOR PRIVATE AIRSTRIP; 1123 E 2000 RD (MKM)

CUP-16-00489: Consider a revision to the Conditional Use Permit for the private airstrip at 1123 E 2000 Road, approved with CUP-3-1-85, to allow additional users of the airstrip. Submitted by BG Consultants, Inc. for Milton D. and Joan M. Bland, property owners of record. *Joint meeting with Eudora Planning Commission.*

STAFF PRESENTATION

Ms. Mary Miller presented the item.

APPLICANT PRESENTATION

Mr. Milton Bland said he did not foresee any actual change in the activity at the airstrip. He said the airstrip would not be used very often.

PUBLIC HEARING

Mr. Mark Neis, 12775 County Line Rd, said he farmed property to the north. He inquired about the building near the airstrip.

Ms. Miller said the Federal Aviation Administration (FAA) had an approach zone.

Mr. Neis inquired about installing a hotwire fence and if a plane/parachute would interfere. He expressed concern about his cattle getting onto the runway.

Mr. Bland said when the airstrip was approved in 1985 there was a fence at that time and the FAA still thought there was a fence there so the distances were based on that. He said when landing pilots make a pass first to check for deer or other obstacles on the airstrip.

COMMISSION DISCUSSION

Commissioner von Achen asked staff to address the letter from the Eudora Planning Commission regarding combined access to the road.

Ms. Miller said the county did not allow for shared driveways but a variance could be requested to allow it.

Commissioner Britton asked if neighbors would be restricted on what they could build due to the airstrip.

Ms. Miller said no, there would not be restrictions on the neighbor's property.

Commissioner Culver said he would support adding a note to request pilots take off and land from the north when permitted.

Commissioner Kelly asked the applicant how he felt about that condition.

Mr. Bland said that was not a problem at all. He said from a safety standpoint going to the north would be preferred.

Commissioner Sands said he did not want the condition to be too strict. He wanted pilots to be able to take off and land in the safest way possible.

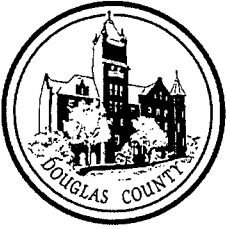
ACTION TAKEN

Motioned by Commissioner Britton, seconded by Commissioner von Achen, to approve the Conditional Use Permit, CUP-16-00489, for an airstrip located at 1123 E 2000 Road to allow additional users of the airstrip, and forwarding to the County Commission with a recommendation for approval, based upon the findings of fact

presented in the body of the staff report and subject to the following conditions: (Language added by Planning Commission shown in **bold**.)

- 1) The applicant shall execute a Use Agreement with the other users of the airstrip and provide a copy to the FAA and to the Planning Office, prior to the release of the Conditional Use Permit.
- 2) The CUP shall expire at the end of 10 years, (Calendar year 2027) unless an application for renewal, submitted prior to the expiration date, is approved by the County Commission.
- 3) Provision of a revised plan with the following changes:
 - a) Label the distance of the west side of the 60 ft wide runway from the east property line.
 - b) Addition of the following notes:
 - i) *"The permit shall expire at the end of 10 years (Calendar year 2027) unless an application for renewal, submitted prior to the expiration date, is approved by the County Commission."*
 - ii) *"The airstrip is limited to the private use of the owners of property which contain the airstrip and occasional use by their guests, but may not be used for commercial purposes."*
 - iii) *"Any change in ownership shall require the submittal of a revised Use Agreement to the FAA."*
 - iv) ***"Take-offs and landings shall occur to and from the north, whenever the wind permits, to reduce the impact on residential uses to the south."***

Unanimously approved 7-0.



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*
Chad Voigt, P.E., Deputy Public Works Director *CV*

Date : February 3, 2017

Re : Authorization to execute utility relocation agreements, negotiate easement purchases and solicit bids for Project No. 2015-05, Route 458 Improvements

We are scheduled to begin construction this year on Project 2015-05; which will improve Route 458 from E 800 Road to a point north of N 1156 Road. This project will require significant utility relocation work, and easements from several landowners. Construction plans will be finalized this month.

Relocation of RWD5 waterlines: Existing waterlines are located in RWD5 easements adjacent to the roadway for most of the length of this project. RWD5 has prepared an agreement to relocate these lines where they are in conflict, at an estimated cost of \$202,320. Their earlier estimate was \$367,000, and we revised our project design to reduce the number of conflicts. In locations where the lines are not a physical conflict, the agreement allows us to co-locate road right-of-way over the existing waterline easements. RWD5 will begin the relocation work upon receipt of an executed agreement.

Relocation of ATT phone lines: Existing copper and fiber optic phone lines are located in ATT easements along the north and west side of the road. ATT has prepared an agreement to relocate these lines where they are in conflict, at an estimated cost of \$142,568. Their earlier estimate was \$280,000, and we revised our project design to reduce the number of conflicts. ATT will begin the relocation work upon receipt of an executed agreement, and our acquisition of proposed road easements.

Easement acquisition: The addition of paved shoulders and wider ditches will require additional road right-of-way for most of the length of this project. Realignment of the existing 40-mph curves will require us to purchase private property. We've met with many of the affected landowners to discuss the proposed work, and we're ready to make formal offers for acquisition of easements and property. Based on completed appraisal work and discussions with landowners, we estimate the total acquisition cost to be \$185,000.

Total project cost: This project was added to the CIP in 2011. Total project cost (including engineering services, right-of-way acquisition, utility relocation and contracted construction) was estimated in 2011 to be \$5.9 million. During the design process, we identified additional work needed at large box culverts and intersecting roads. Our current 2017 estimated total project cost is \$7.2 million.

Funds for this project have been allocated as follows:

County CIP budget allocations 2011-2016	\$3,504,200
Federal Fund Exchange Reimbursements 2015-2016	\$2,425,530
USFWS Grant award	\$40,000
Total funds allocated through 2016	\$5,969,730

We propose to cover the additional project costs as follows:

Reallocation of project funds in the 2017 CIP	\$750,000
Anticipated 2017 Federal Fund Exchange Reimbursement	\$540,000
Total funds allocated through 2017	\$7,259,730

At this time we're ready to sign agreements with RWD5 and ATT, and to proceed with easement acquisition negotiations. We plan to solicit construction bids in March 2017, with an anticipated start date around the beginning of June.

Action Required: Authorize the Director of Public Works to execute utility relocation agreements with RWD5 and ATT, to negotiate easement purchases with landowners, and to solicit bids for Project No. 2015-05, Route 458 Improvements, E800 RD thru E1000 RD. |



DOUGLAS COUNTY ADMINISTRATOR

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

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Director of Behavioral Health Projects

DATE: February 8, 2017

Attached for your consideration and approval is a Director of Behavioral Health Projects resource. As detailed in the position summary, this could be a full-time position which would report to and be included in the County Administrator's budget or it could be a contractual relationship, depending on what is most advantageous to the ideal candidate and the organization. At this time, it is envisioned that the terms of the position would be through two (2) years. A renewal of additional years will be dependent upon the availability of funding and the status of proposed crisis center project and related programming.

Interested applicants will be asked to submit a letter of interest and resume as an initial response to the job advertisement to the Assistant County Administrator, who will evaluate and direct applicants to provide additional information, including salary requirements, as deemed appropriate. Initial projections for salary expectations range from \$90,000-\$120,000 annually. Additional budget considerations include provision of an office space, which may require a lease arrangement, as well as necessary equipment (i.e. computer, cell phone, etc.) and furnishings (i.e. desk, chair, etc.). These expenses are expected to range from \$10,000-\$12,000 one-time, and \$8,000-\$10,000 annually.

The following motion is recommended to approve these items: ***"Consider approval for a county-funded Director of Behavioral Health Projects position, which will be a two-year temporary position that may be renewed for additional years depending on the availability of funding and project status, with an estimated annual expense of up to \$132,000 annually."***

JOB DESCRIPTION

TITLE: Director of Behavioral Health Projects

DEPARTMENT: Administration

REPORTS TO: Douglas County Administrator

EFFECTIVE DATE: March/April 2017

POSITION SUMMARY: This is a specialized position that reports directly to the County Administrator. It is expected that this will be a full-time position; however, it may also be fulfilled through a contractual relationship depending on what is most advantageous to the desired candidate and Douglas County. At this time it is envisioned that the terms of the position would be through two (2) years, with a renewal of additional years dependent upon the availability of funding and the status of the proposed crisis center project and related programming.

This specialized position is responsible for directing and facilitating the assessment and evaluation of current or proposed community behavioral health programs in partnership with area public and private agencies. Assists in gathering the data and information needed for development of recommendations to improve existing behavioral health programs or substantiate the need for additional programs. This includes the collection and analysis of data from federal, state, and local public health agencies for the purpose of identifying and researching policy and programmatic changes to estimate revenues and expenses and enhance the efficiency and effectiveness of the community behavioral health system, specifically crisis intervention services and facilities. Identifies and outlines existing and potential programs that serve adult and juvenile behavioral health consumers in order to promote a range of productive and rehabilitative options for use by public and private providers. Creates open and productive communications to build and enhance partnerships with existing community health, substance abuse, mental health, criminal justice and homeless services providers. **ESSENTIAL FUNCTIONS** (Illustrative only):

- Develops and coordinates the planning and implementation process for community behavioral health initiatives and activities under the direct supervision of the County Administrator, and in consultation with the Board of County Commissioners.
- Works collaboratively with public and private community health agencies and partners to research existing models/options and coordinate the development of a crisis intervention behavioral health services model.
- Coordinates the assembly of a community outline of behavioral health services by type of service, providers/entities, and payer.
- Facilitates the collection and analysis of demographic, medical billing, and health status data.
- Prepares reports based on needs assessment surveys and analysis, or specialized research studies.
- Prepares operational and statistical reports to support recommendations.
- Monitors new policies and legislation at the state and local levels and forecasts, using supporting data when possible, the potential effect of legislation or policies on the local community behavioral health system and its constituent agencies.
- Promotes, evaluates, and facilitates consumer and stakeholder involvement.
- Provides technical assistance to management personnel and community health agencies, advisory boards or councils to implement and operate community crisis behavioral health programming and facilities.

- Based on knowledge of other models and practices, provides input into the design, development, operations and management of future crisis intervention facilities.
- Collaborates with public and private agencies to coordinate services and assist in the resolution of problems, questions, or requests related to community behavioral health.
- Works with the Criminal Justice Coordinator and to ensure a coordinated approach to serving community behavioral health services for individuals involved in the criminal justice system.

WORK ENVIRONMENT:

- Sedentary with occasional walking and standing in a general office setting
- Occasional travel is required

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of project management and team facilitation skills and techniques including coordination and management of workflow and processes involving a team of people from multiple organizations
- Knowledge of community behavioral health systems and county government
- Knowledge of principles, practices, procedures and philosophies of public administration
- Knowledge of ethical guidelines applicable to the position as outlined by professional standards, federal, state and local laws or ordinances
- Knowledge and understanding of County, State, and local behavioral health planning and systems, their agencies and their processes
- Knowledge and understanding of public and behavioral health programs and trends
- Knowledge and understanding of populations, social, economic and staffing trends affecting health services
- Knowledge and understanding of structure and operations of public administrations, including health agencies
- Knowledge and understanding of community health facility design and licensing
- Knowledge and understanding of medical billing and legal requirements related to behavioral health care
- An understanding of evidence-based practices and research supporting data-driven decision making
- Excellent leadership, organizational and interpersonal skills
- Skill in data collection and analysis, with the ability to develop and effectively present information clearly and in a compelling manner
- Skill in the preparation, presentation and administration of budgets
- Skill and proficiency with Microsoft Word, Excel, and PowerPoint
- Ability and skills to develop, recommend, implement, and lead effective plans and programs and objectively evaluate progress toward goals and timetables
- Ability to work as an effective and collaborative team player
- Ability to write and speak effectively, including the ability to conduct and lead effective meetings
- Ability to establish and maintain effective relationships with government officials, union officials, employees and the general public
- Ability to use established research methodology to test hypotheses and present findings
- Ability to counsel the Board of County Commissioners, County Administration, and community stakeholders to maintain a scope of work that is consistent with the delivery of services
- Ability to meet deadlines consistently
- Ability to work the allocated hours of the position

DESIRED QUALIFICATIONS:

- Experience working in the health or behavioral health system, public administration or human services field
- Experience in the preparation and development of a variety of statistical analyses, metrics and reports related to behavioral health and/or social services programs
- Experience in researching, writing, and administration of grant requests
- Experience working in a governmental setting
- Experience as a program director or project manager for moderate to complex initiatives
- Experience conducting data analysis and program evaluation
- Demonstrated experience and success in the implementation of strategic planning, program development, and administration
- Professional experience in program design, operations and budget management
- Degree in Public Health, Mental Health, Social Work, Public Administration, Public Health Administration, Criminal Justice or other closely related field (Bachelor's required; Master's preferred)

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- Appointment will be conditional upon successful completion of criminal and caregiver background checks
- Must possess and maintain a valid Motor Vehicle Operator's license and acceptable driving record