

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda:

WEDNESDAY, JUNE 14, 2017

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of Douglas County Personnel Policies 2017 Update (Sarah Plinsky);
- (c) Consider approval of a County resolution appointing Steven W. Miles as Douglas County Appraiser (Craig Weinaug); and
- (d) Consent Agenda approval of construction contract for Project No. 2015-61, Replacement of E 15th St (N 1500 Rd) culvert (Str. No. 15.00N-16.24E), Replacement of N 1550 Road culvert (Str. No. 15.40N-16.22E), Channel relocation along west side of E 1625 Road (Keith Browning)

REGULAR AGENDA

- (2) Receive presentation of Douglas County Food System Plan; consider changes and, if appropriate, approve for adoption. (Helen Schnoes)
- (3) Presentation from Sheriff on 2018 Budget issues (Ken McGovern)
- (4) Update and presentation on Socrata Open Budget project (Jill Jolicoeur/Brook Sauer)-No backup
- (5) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) **Board of Zoning Appeals (1) position 10/16**
 - (d) **Lawrence-Douglas County Housing Authority Board (1) position 06/17**
 - (e) **Metropolitan Planning Commission – Positions (2) 05/17**
 - (f) **Palmyra Township Trustee position**
 - (g) **CJCC position-Community Representative (1) position-Derusseau**
 - (h) **Appointments**
 - (d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (6) 17-00155: Rezoning approximately 26.995 acres from County A (Agricultural) District to I-3 (Industrial) District, located directly east of 1705 N 1399 Rd. Becky Pepper is the Planner.
- (7) SP-17-00156: Site Plan for RD Johnson Excavating, located at 1705 N 1399 Road, 1702 N 1360 Road, and parcel east of 1705 N 1399 Road. Submitted by Law Office of Dan Watkins on behalf of RD Johnson Excavating Company LLC, property owner of record. Becky Pepper is the Planner.
- (8) SP-16-00170: Site Plan for Rural Water District #6, located at 1800 E 1200 Rd. Submitted by Grob Engineering Services, for Taylor Four, LLC, property owner of record. Becky Pepper is the Planner.
- (9) Adjourn

WEDNESDAY, JUNE 21, 2017- canceled

WEDNESDAY, JUNE 28, 2017

6:00 p.m.

-CUP-17-00221: Consider an update to an existing Conditional Use Permit for Bland Airstrip Residential Driveway, located near N 1100 Rd & E 2000 Rd. Submitted by Brent Grosdidier, property owner of record. Mary Miller is the Planner.

WEDNESDAY, JULY 26, 2017

6:00 p.m.

Public Hearing for Sanitary Code

WEDNESDAY, JULY 26, 2017

-815 Vermont Street NRA (Britt-Crum-Cano)

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



DOUGLAS COUNTY ADMINISTRATOR

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Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Douglas County Personnel Policy – 2017 Update

DATE: June 14, 2017

In an effort to provide Douglas County employees with the most complete and up to date listing of the County's policies for the administration of all activities associated with their employment, I am pleased to share the 2017 Update of the Douglas County Personnel Policy.

The last time these policies received a comprehensive review and update was March of 2015. Since that time the County has adopted a number of individual policies and related administrative procedures which were in need of incorporation and inclusion in the overall policy and supporting sub-sections.

Modifications that are reflected in this updated policy document have been reviewed and approved on an individual basis by the Board of County Commissioners; however, key highlights of changes are as follows:

- **Employee Conceal Carry**
 - Appendix F, Section(s) 5.10, 13.8 – Adopted on November 2, 2016 this policy is reflective of state legislation which took effect on July 1, 2016. The policy is intended to clearly communicate to all employees what is and is not allowed related to the carrying of a concealed handgun and other weapons.
- **Longevity Pay**
 - Section 12.4 – Approved on June 22, 2016, Longevity Pay was an addition to the Personnel System section, providing special award compensation to all employees with an FTE of .50 or higher with 60 months of continuous service as of the end of the last full pay period in October each year.

All employees will be required to review these policies and certify that they have done so.

The following motion is recommended to approve this item: ***“Accept and approve the Douglas County Personnel Policy 2017 Update.”***

DOUGLAS COUNTY PERSONNEL POLICY

JUNE 2017

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SECTION 1

PURPOSE AND APPLICATION OF POLICY

1.1 INTENT

The Douglas County Personnel Policy has been designed to provide Douglas County employees with policies for the administration of all employee-related matters. The policies stated herein are guidelines only, with the exception of Douglas County's policy on "at-will" employment, and are subject to change at the sole discretion of Douglas County, as are all other policies, procedures, benefits and other programs of Douglas County. From time to time, County employees may receive updated information concerning changes in policy. Any questions regarding this policy or any updates should be addressed to the Assistant County Administrator.

These policies do not create a contract, express or implied, guaranteeing employment for any specific duration or guaranteeing that a County employee will only be terminated for cause or only after following the progressive discipline procedure. The disciplinary process contained in these policies is merely set forth as a guideline and should not be construed as preventing, limiting or delaying the County's right to take disciplinary action, including immediate discharge without prior notice or warning in circumstances where the County deems such action appropriate. As such, no County employee should have an expectation that he or she will only be terminated for cause or only after following a specific progressive discipline procedure. Douglas County or any County employee may terminate the employment relationship at any time, for any reason, with or without cause or notice. No Department Head, Elected Official, supervisor, manager, or other representative of Douglas County, other than the County Commission acting as such, has the authority to enter into any agreement for employment for a specified period of time or to make any promises or commitments or adopt any policies contrary to the foregoing.

1.2 STATEMENT OF NON-DISCRIMINATION

- a. **EQUAL EMPLOYMENT OPPORTUNITY.** It is the official policy of Douglas County not to discriminate against any employee or applicant for employment in any manner because of race, color, religion, age, military status, sex, national origin, sexual orientation, gender identification, or based on any other factor prohibited by law. All solicitations or advertisements for employees placed by Douglas County will state that qualified applications will receive consideration for employment without regard to race, color, religion, age, military status, sex, or national origin.
- b. **QUALIFIED PERSONS WITH DISABILITIES.** It is the official policy of Douglas County not to discriminate against any employee or applicant for employment in any manner because of a physical or mental disability in regards to any position which the employee or applicant for employment is qualified to perform with or without reasonable accommodation.

Douglas County will provide to disabled employees reasonable accommodations that do not impose undue hardship on the County.

- c. **ACCOMODATION REQUEST PROCEDURE.** Qualified individuals with disabilities may make a written request for reasonable accommodation to the Assistant County Administrator. On receipt of an accommodation request, the Assistant County Administrator will meet with the individual to discuss the request and potential accommodations. The Assistant County Administrator will investigate the feasibility of the requested accommodation and inform the individual of the County's decision.
- d. **DISCRIMINATION.** Any employee who has been found to engage in discrimination or intimidation of another person based upon the other person's race, color, religion, age, military status, sex, national origin, disability, sexual orientation, gender identification, or any other factor prohibited by law shall be disciplined and may be subject to dismissal. Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964 as set out in Section 1.3.
- e. **REPORTING ALLEGED DISCRIMINATION.** Any employee or applicant for employment with a bona fide complaint that he or she has been discriminated against in violation of this policy shall promptly report such alleged discrimination to the appropriate Department Head or Elected Official or to the Assistant County Administrator. The Department Head or Elected Official is responsible for immediately informing the Assistant County Administrator of such allegations, who shall be responsible for conducting an investigation into the incident(s).
- f. **NO RETALIATION.** Douglas County prohibits any form of retaliation against any employee or applicant for employment who files a bona fide complaint under this policy or who assists in a complaint investigation.
- g. **DUTY TO COOPERATE.** Each employee has a duty to fully cooperate with an investigation conducted by Douglas County, including the duty to reveal any information that may bear on the investigation. This may include both oral interviews of employees and/or the employee may be asked to provide a written statement. Failure to cooperate may result in discipline up to and including immediate termination.

1.3 STATEMENT OF NON-HARASSMENT

- a. **DEFINITION.** Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. An employee shall not in any way make unwelcome sexual advances, make requests for sexual favors, or exhibit any other verbal, written, or physical conduct of a sexual nature toward another employee or a member of the public. Prohibited acts of conduct include, but are not limited to, sexual flirtations, touching,

propositions, verbal abuse of a sexual nature, sexually graphic verbal comments, sexually degrading words used to describe an individual, and displays of sexually suggestive objects or pictures. These actions constitute sexual harassment when submission or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

- b. **REPORTING ALLEGED SEXUAL HARASSMENT.** Any incident of discrimination, insult, intimidation, or harassment in any form shall be promptly reported to the employee's supervisor, the harassers' supervisor, or the Assistant County Administrator. Any of the previously listed individuals are responsible for immediately informing the Assistant County Administrator of such allegations, who shall be responsible for conducting an investigation of the incident(s). A complaint or allegation against the Assistant County Administrator shall be reported to the County Administrator. The County Administrator or his or her designee shall be responsible for conducting an investigation into any complaint or allegation against the Assistant County Administrator. No employee shall be retaliated against by Douglas County for reporting such conduct.
- c. **CONSEQUENCES OF ENGAGING IN SEXUAL HARASSMENT.** Following a thorough investigation, any employee who has been found to have engaged in such conduct shall be disciplined and may be subject to dismissal.
- d. **CONSENSUAL RELATIONSHIPS.** Consensual romantic and sexual relationships between supervisor and employee or between coworkers are strongly discouraged. In the event of an allegation of sexual harassment, the County will be less sympathetic to a defense based upon consent when the facts establish that a professional power differential existed within the relationship. These relationships may be subject to concerns about the validity of consent, conflicts of interest, and unfair treatment of other employees. Further, such relationships can undermine the atmosphere of trust essential to the function of County governance and the employment relationship and may subject Douglas County to liability. No person involved in a consensual relationship will have direct responsibility for evaluating the employment of, performance by, or for making decisions regarding the promotion or compensation of the other party to the relationship.
- e. See Appendix G: Harassment-Free Workplace Policy for additional information.

1.4 DEFINITIONS. For purposes of this policy, the use of the term "Department Head" within this policy, except in Section 3.1B & C(2) shall refer to both Elected Officials and appointed Department Heads of Douglas County government. This policy shall not apply to any officer of the District Attorney or of the 7th Judicial District of the State of Kansas.

SECTION 2

RECORDS AND REPORTS

2.1 PERSONNEL FORMS. Personnel-related forms are maintained in the County Clerk's Payroll Office and in the Personnel Office. Processing of these forms will be addressed under the appropriate section relating to the specific action.

2.2 RECORDS

- a. COUNTY CLERK. The County Clerk shall maintain the following records for each Douglas County employee in an individual file labeled with the employee's name:
 - 1. Vacation leave earned, used and unused.
 - 2. Sick leave earned, used and unused.
 - 3. Compensatory time earned, used and unused.
 - 4. Employee name, address, telephone number.
 - 5. Title of position.
 - 6. Date employed.
 - 7. Social security number
 - 8. Department
 - 9. Appointment status.
 - 10. Salary rate.
 - 11. Change in status or transfer.
 - 12. Retirement records and forms.
 - 13. Other records as required for payroll purposes.

- b. ASSISTANT COUNTY ADMINISTRATOR. The Assistant County Administrator shall maintain the official employee records including, but not limited to, the following:
 - 1. Application form, resumes, transcripts and letters of recommendation.
 - 2. Disciplinary action forms.
 - 3. Performance evaluations.
 - 4. Payroll change forms.
 - 5. Other records as required for personnel purposes.

The Assistant County Administrator shall maintain a separate confidential file for all medical information regarding an employee.

2.3 AVAILABILITY OF EMPLOYEE RECORDS

- a. EMPLOYEE RIGHTS. Employees have the right at any time to inspect their own official employee files within either the County Clerk's Payroll Office or Administrative Services.

Requests by an employee for copies of his/her files shall be directed to the Assistant County Administrator and shall be provided within a reasonable time.

EMPLOYEE INFORMATION. To ensure that personnel files are up-to-date at all times, employees shall use the online self service online application to provide current information regarding, telephone number, home address, marital status and emergency contact. Name changes should be reported to the Payroll and Personnel Office with documentation.

- b. KANSAS OPEN RECORDS ACT. Under K.S.A. § 45-215 et seq., the Kansas Open Records Act, any member of the public may request and shall be provided the names, positions, salaries and dates of employment of officers and employees of Douglas County once they are employed as such. Only the County Administrator, the Assistant County Administrator and/or the Freedom of Information Officer, have the authority to give out any other information.

2.4 PROTECTION OF INFORMATION OTHER THAN PERSONNEL RECORDS

- a. Each Department Head is responsible for authorizing the release of any non-confidential information (other than personnel information) from County records. Employees shall request such authorization from the Department Head prior to the release of information from County records. Requests for information from public records must be honored within three (3) work days of the request.
- b. Requests for release of confidential information and/or for questions about the release of information shall be referred to the Freedom of Information Officer. Douglas County's Freedom of Information Officer is the Assistant County Administrator.

- 2.5 EMPLOYMENT REFERENCES.** Any request for employment references on a current or previous employee must be referred to the Personnel Office. No information other than that specifically allowed under the Open Records Act will be provided, even when a signed release from the individual authorizing the release of information is submitted. Exceptions to this policy may only be authorized by the County Administrator or the Assistant County Administrator, or as specifically required by law.

SECTION 3

POSITION INFORMATION

3.1 CATEGORIES AND TYPES OF APPOINTMENTS. All Douglas County positions shall be assigned to one of the following categories.

- a. UNCLASSIFIED. Unclassified positions are exempt from the Douglas County Personnel Policy and are not eligible for any benefits, such as paid leaves or health insurance. Unclassified positions include the following:
 - 1. Part Time, No Benefits: authorized at less than half time. The salaries for these positions are established by the Department Head with the approval of the Assistant County Administrator.
 - 2. Temporary/Seasonal: appointed for a designated period of time not to exceed ten (10) months. Employees in these positions may work either part time or full time. Emergency: must be based upon an emergency situation within the department and be approved by the County Administrator or Assistant County Administrator. Emergency appointments shall not exceed ninety (90) calendar days unless extended by the County Administrator or the Assistant County Administrator. These appointments are exempt from the advertising process as described in Section 3.3A.
 - 3. Internship/School-related appointments: authorized at less than half time. The salaries for these positions are established by the Department Head with the approval of the Assistant County Administrator. These appointments are exempt from the advertising process as described in Section 3.3A.
- b. ELECTED OFFICIALS. Elected Officials occupy positions that are filled by election. These positions are exempt from all personnel policies, but shall receive health insurance and retirement benefits.
- c. CLASSIFIED EXEMPT. Classified Exempt personnel are not subject to personnel policies with respect to discipline, termination, and/or grievance rights. This classification does not refer to overtime requirements. Classified exempt appointments include the following:
 - 1. Appointed Department Heads
 - 2. Political appointees occupy positions created by statutory authority to serve at the discretion of Elected Officials.
- d. CLASSIFIED. Classified positions (except as described below) are totally governed by all Douglas County Personnel Policies. These positions are eligible for all benefits. Classified Appointments include the following:
 - 1. Part Time with Benefits.
 - 2. Full Time.
 - 3. Grant Status: supported by State and/or federal grant funds earmarked for a specific purpose and may be either part time with benefits or full time. Grant status employees may be terminated without grievance rights when grant funds are no longer available for their salaries and/or benefits.

4. Special Project: appointed for a fixed period of time longer than ten (10) months for the purpose of assisting with a special project under the direction of a Department Head. These positions may be part time with benefits or full time. Special Project employees may be terminated without grievance rights at the end of the special project period.
- e. OTHER CATEGORIES – This section is intended to meet the criteria established by the Federal Highway Administration and Department of Transportation (“DOT”) regarding controlled substances and alcohol use and testing for employees operating commercial motor vehicles. The Assistant County Administrator shall have the authority to designate additional positions to be covered by this policy.
 1. **Safety Sensitive Positions.** The Federal Transit Administration (FTA) has determined that “safety-sensitive” functions are performed by those who (49 CFR, part 655.4):
 - i. Operate revenue service vehicles including when not in revenue service.
 - ii. Operate non-revenue service vehicles that require drivers to hold CDL’s.
 - iii. Dispatch or control revenue service vehicles.
 - iv. Maintain (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service, unless the recipient receives funding under 49 U.S.C. 5309, is in an area less than 50,000 in population and contracts out such services, or funding under 49 U.S.C. 5311 and contracts out such services.

These categories include supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

Douglas County positions covered by this policy, hereinafter referred to as “safety-sensitive positions” include, but may not be limited to, the following:

- i. Equipment Operator/Maintenance Workers I, II, and III
- ii. Grounds Maintenance Workers I, II and III
- iii. Road & Bridge Superintendent
- iv. Fleet Maintenance Superintendent
- v. Fleet Mechanic
- vi. Lead Fleet Mechanic
- vii. Vegetation Control Superintendent
- viii. Vegetation Control Workers I and II
- ix. Operations Division Manager
- x. Buildings & Grounds Workers I II, and III
- xi. Director, Buildings & Grounds

2. **Public Safety Positions.** Douglas County positions covered by this policy, hereinafter referred to as “public safety positions” include, but may not be limited to, the following:

- i. Youth Services: Corrections Officers I, II, III, & IV Training Officer, Corrections Officer Supervisors, Detention Operations Manager, Assistant Director, Director
- ii. Sheriff’s Office: All Commissioned Officers, Corrections Officers I, II, III & IV
- iii. Emergency Communications: Communications Officers, Communications Supervisors, Training Officer
- iv. Other Positions: The Assistant County Administrator shall have the authority to designate additional positions to be covered by this policy.

3.2 **CONTACT PERSON FOR DOT INFORMATION AND MATERIALS.** Each department having DOT safety-sensitive positions will have a contact person from whom employees may obtain materials and information about the federal regulations and Douglas County policy. These contacts are listed below:

- a. Public Works Department: Operations Division Manager
- b. Maintenance Department: Director, Buildings & Grounds

3.3 **SAFETY SENSITIVE POSITION TRAINING.** All Douglas County employees in safety sensitive positions will be required to receive at least 60 minutes of training on the effects and consequences of prohibited drug use and misuse of alcohol on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

3.4 **CERTIFICATE OF RECEIPT.** Each employee occupying a DOT safety-sensitive position will be required to sign a statement certifying that he/she has received a copy of this policy. The original of this Certificate of Receipt will be filed in the employee’s official personnel file in the Personnel Office.

3.5 **WORK DAY DEFINED.** For purposes of this policy, these regulations apply whenever an employee is actually performing, ready to perform, or immediately available to perform any work-related duties, including safety-sensitive functions. Thus, the work day under this policy will be considered to be any time the employee is performing the functions of his/her position, which includes the regular work day, overtime hours, and/or snow removal or other emergency duty.

3.6 **SUPERVISORY TRAINING.** All Douglas County employees who perform supervisory functions over safety-sensitive positions will be required to receive at least sixty (60) minutes of training on alcohol misuse and an additional sixty (60) minutes of training on controlled substance use during each calendar year. The training will include the physical,

behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. Supervisors will be expected to immediately report concerns about potential alcohol misuse and/or controlled substance use to the Contact Person in their department. Failure to do so could result in disciplinary action. The Contact Person must notify the Assistant County Administrator of these concerns immediately.

- 3.7 MINIMUM AGE EMPLOYMENT POLICY.** Employees shall be at least sixteen (16) years of age for unclassified appointments and eighteen (18) years of age for classified appointments.

3.8 EMPLOYMENT PROCEDURES

- a. **ADVERTISING.** The Personnel Specialist shall coordinate the development of advertisements for County positions.
1. **External Notices.** Job vacancy notifications shall be posted in and on the County's website and various other publicly accessible locations and sources as the Assistant County Administrator determines will be useful in notifying the public of openings. All advertisements must include the job title, the required and preferred qualifications, the application process, the deadline for application and the phrase "EOE". The application collection process shall be open for at least five (5) work days. Exceptions to this process must be approved by the Assistant County Administrator.
 2. **Internal Notices.** The Personnel Specialist shall provide notices of all searches to each department. These notices shall be posted in a visible location, and shall include the job title, required qualifications, and deadline for application.
 3. **Exceptions.**
 - i. **Internal Searches.** The Assistant County Administrator may designate some positions to be filled internally, and the requirement for an external search may be waived.
 - ii. **Transfer/Promotions.** In circumstances where a vacancy may be filled through a transfer or promotion of a current employee, particularly in situations where no other employees qualify for such transfer or promotions, and with the approval of the Assistant County Administrator, the requirement for a search may be waived.
- b. **APPLICATION PROCESS.** All candidates for County positions, whether internal or external, must submit applications and/or resumes through the Personnel Office by the advertised deadline. Internal applications for promotions need only complete the abbreviated application. Each application shall be recorded and shall be provided to the Department Head for review after the deadline for application has passed. The Assistant County Administrator has the discretion to accept late applications (submitted after the deadline) when special circumstances exist.

- c. INTERVIEW PROCESS. Applications shall be screened down to a manageable number within the department. The screening process shall be based on required and preferred qualifications by the Department Head. If a candidate was interviewed for the same position within the previous six months, it will not be necessary for the candidate to be re-interviewed during the first interview process. Any reimbursement of interview expenses will be approved in advance by the County Administrator or Assistant County Administrator.
- d. DOUGLAS COUNTY EMPLOYEES. In an effort to encourage upward mobility, Douglas County employees may be given priority over external candidates with matching backgrounds, qualifications and suitability.
- e. DRUG SCREENING. Pursuant to the County's employment, transfer, or promotion procedures, final candidates for public safety positions (including but not limited to law enforcement, emergency communications, emergency management), and "safety-sensitive" positions (see Section 13) which fall under federal DOT requirements shall be required to take and pass a post-offer, pre-employment drug screening test as a condition of employment, transfer, or promotion.
 - 1. PRE-EMPLOYMENT DRUG SCREENING APPLIES TO ALL NEW EMPLOYEES IN SAFETY SENSITIVE POSITIONS. Final candidates for Safety Sensitive positions will be given a conditional offer and will be required to submit to a drug screening test. To be eligible for employment, the candidate's test results must be negative (DOT results must be verified by our Medical Review Officer). If an applicant fails a drug screening test or refuses to take a test, the applicant will not be considered for hire for a period of two years.
 - 2. PRE-EMPLOYMENT DRUG SCREENING APPLIES TO ALL NEW EMPLOYEES IN PUBLIC SAFETY POSITIONS. Final candidates for Public Safety positions will be given a conditional offer and will be required to submit to a drug screening test. To be eligible for employment, the candidate's test results must be negative. If an applicant fails a drug screening test or refuses to take a test, the applicant will not be considered for hire for a period of two years.
- f. CRIMINAL RECORD CHECKS. Background investigations shall be conducted on all positions with access to law enforcement information. This shall include any position which has unescorted access to law enforcement offices and for employees who will be driving Douglas County vehicles, and for other positions as required. All such positions shall be identified by the Assistant County Administrator. Failure to sign a release for such a background investigation shall make the applicant ineligible for employment in that position. Background checks may include finger printing. A criminal history may or may not

disqualify a potential employee, depending on the position, the nature of the past offense, when it occurred, and consideration of the totality of the circumstances.

- g. RECOMMENDATION AND APPROVAL. Hiring processes and procedures are outlined in the [Douglas County New Hire](#) user guide available on the County intranet site.
- h. RECORDS. All applications, interview notes, and any other non-confidential information relating to the hiring process shall be returned to and retained by the Administrative Services Department for a period of two (2) years. Confidential information resulting from background checks shall be maintained in the appropriate law enforcement office as prescribed by law.
- i. MEDICAL EXAMS. As part of the County's employment, transfer, or promotion procedures, positions which are required by State or federal law to take and pass a post-offer, pre-employment medical examination will first be offered employment based upon satisfactory completion of the examination and a determination by the examining physician selected by the County that the candidate can perform the essential functions of the position offered, with or without reasonable accommodations.

3.9 EMPLOYEE QUALIFICATION

- a. PHYSICAL EXAMINATIONS. The Assistant County Administrator may at any time require an employee to be examined by a licensed medical provider selected by the County for the purpose of determining the employee's ability to safely perform the duties of his/her position.
- b. ALCOHOL AND DRUG SCREENING EXAMINATIONS. In situations in which a Department Head or Assistant County Administrator has determined that there is reasonable suspicion to believe an employee has used a controlled substance or has consumed an alcoholic beverage in violation of County policy as outlined in Section 13, the Assistant County Administrator may require the employee to submit to a drug screening test and/or an alcohol screening test. Should the employee refuse, he/she may be subject to disciplinary action up to and including termination. Should the results of any test be positive, the employee shall be required to participate in the Employee Assistance Program, and may be subject to disciplinary action up to and including termination. All costs of the testing shall be borne by the County.

SECTION 4

INTRODUCTORY PERIOD

4.1 PURPOSE. The introductory period is to be used as an evaluation process for new employees. An employee may be dismissed at any time during the introductory period without the right of appeal or hearing, except in cases where the introductory employee makes an allegation of discrimination or harassment, which will be handled according to the procedures set out in Section 1.2. Nothing contained herein is intended to create an express or implied contract and the employee remains an employee at will. The successful completion of this introductory period should not be construed as creating a contract or as a guarantee of employment for any specific duration or as establishing a just cause standard for termination.

4.2 INTRODUCTORY PERIOD

- a. **NEW EMPLOYEES.** The introductory period for new employees shall be a minimum of twelve (12) months in length. At the end of the first six (6) months, an interim evaluation of the employee's performance shall be performed. Following the completion of the twelve month period, a performance evaluation shall be conducted. At that point, the Department Head shall recommend extension of the introductory period, dismissal of the employee, or release of the employee from introductory status. The evaluation and recommendation shall be submitted to the Assistant County Administrator for final approval.
- b. **DISMISSAL.** Introductory employees may be dismissed at any time. These positions have no right to appeal or grieve a dismissal except in cases of alleged discrimination or harassment.

SECTION 5

CODE OF CONDUCT

5.1 GENERAL ETHICS POLICY. This policy establishes standards of conduct expected for those who work for Douglas County. Government service is a public trust; this policy defines proper ethical behavior for Douglas County employees and encourages employees to do their work with the highest regard for moral principles. These policies are also intended to establish guidelines to assist employees in determining the proper course of action in situations of uncertainty regarding ethical obligations. It is the policy of Douglas County that:

- a. All citizens be provided fair and equal access to and from the government without any appearance or element of discrimination, favor, or consideration of any special interest.
- b. All official actions taken in the performance of government duties or responsibility be motivated by service of the public interest and protection of the public trust without any regard for personal accomplishment, enhancement, or personal benefit.
- c. All persons who act for or represent the interests of the County adhere to the highest standards of ethical conduct in the performance of their official duties.
- d. The policies and procedures for operation of the County government provide for efficient and cost effective service, responsive to the public interest, which will preserve and promote confidence in Douglas County government and the integrity of its staff.
- e. Uphold the constitution, laws and regulations of the United States, the State of Kansas, and Douglas County.
- f. All actions, whether official or unofficial, shall not undermine the public's confidence with respect to the appropriate use of Douglas County funds and resources.
- g. Failure to abide by any of the following provisions may be grounds for disciplinary action and/or dismissal.

5.2 CONFLICT OF INTEREST. A County employee should always avoid conflicts of interest and even the appearance of such conflicts by full, public disclosure of such interests to appropriate officials, and where possible, by abstaining from participation in the performance or exercise of the official, discretionary actions.

5.3 FINANCIAL/BUSINESS INTERESTS. Employees shall refrain from participation in any selection process, contract negotiation, or purchase of goods or services where they, or their family members or business associates, have any beneficial or financial interest in the award or selection of contract. Further, a County employee shall not engage in or have a financial interest in any business providing goods or services to the County except when the goods or services are provided through formal competitive bid process under the purchasing policies of the County. In this case a full disclosure regarding the financial interest should be made to all the appropriate officials. Employees shall not participate in outside employment or outside activities involving financial or business interests which conflict with their duties as an employee of Douglas County.

5.4 FINANCIAL DISCLOSURES. County employees shall always fully and publicly disclose any material, financial or other beneficial interest that the employee has or may have in any contract, legislative action, formal decision or governmental ruling or determination whenever the employee will or may participate in any manner in the discussion, deliberation, decision or administration of the matter.

5.5 INTERNET AND E-MAIL. Internet and e-mail usage shall be in accordance with the official Douglas County Computer Usage and Security Policy. No employee has any property interest or expectation of privacy in any electronic communication while using Douglas County information technology systems or equipment. Furthermore, the ethical guidelines

contained in this policy shall be applied to such computer use while on County time or while using any County property. Employees are prohibited from sending personal e-mails to "All County Employees" distributions list using County equipment or County assigned e-mail addresses.

- 5.6 EMPLOYMENT OF RELATIVES.** Douglas County discourages the hiring of immediate family members in a Classified full time or Classified part time position in the same division of a department, such divisions to be determined by the Assistant County Administrator. The definition of immediate family member is as follows:

- a. Spouse, Sibling, Child, Parent, and In-laws and Step relationships of these relatives.
- b. Grandchild, Grandparent

Should a Department Head desire to hire a family member as defined above, prior approval must be given by the Assistant County Administrator. If a family relationship as listed above develops after the hiring of the affected employee(s), the Assistant County Administrator must be notified of the relationship. The County Administrator may require the transfer of one or both employees to another division or department.

Additionally, a relative as defined above of a County Commissioner, County Administrator, or Assistant County Administrator may not be employed in any capacity by Douglas County, unless the individual was employed at the time of election of the Commissioner or appointment of the Administrator.

- 5.7 SPECIAL TREATMENT.** No employee shall either directly or indirectly give, promise, render or pay any money, any service or other valuable thing to any person on account of, or in connection with, his/her test, appointment, proposed appointment, promotion or proposed promotion. Additionally, no employee will accept any of the foregoing in exchange for consideration of the testing, appointment, proposed appointment or promotion or proposed promotion of any person.

- 5.8 EQUAL EMPLOYMENT OPPORTUNITY.** Douglas County will not discriminate against any employee or applicant for employment in any manner because of race, color, religion, age, sex, sexual orientation, gender identification, or national origin. All solicitations or advertisements for employees placed by Douglas County will state that qualified applications will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, gender identification, national origin, or any other factor prohibited by law. Douglas County will not retaliate against any employee who makes a claim of discrimination.

- 5.10 USE OF COUNTY PROPERTY.** County property shall only be used for the purpose of carrying out official County business. Any exception to this regulation must be approved in writing by the County Administrator.

- a. **Mobile Devices** - The purpose of this Policy is to set guidelines and requirements as to the appropriate use, security, support of, assignment of, governance, and responsibilities for the use of mobile devices, whether owned solely by Douglas County or supplied by any person for any purpose relevant to the work flow processes of the Douglas County, Kansas government. This Policy shall apply to Douglas County employees and employees of other affiliated entities, agencies, and contractors using a Mobile Device to access the Douglas County network. This Policy also includes the use of intellectual property used, downloaded, stored, etc. by mobile technology and communication devices.

i. **Definitions:**

- **Mobile Device:** Any device or medium not permanently connected to the Douglas County network used for the purpose of receiving, sending, or storing information. This may include, but is not limited to, cell phones, laptops, computers, smart phones and tablets.
- **Exempt Employee:** Any employee considered Exempt from FLSA (Fair Labor Standards Act) guidelines.
- **Non-Exempt:** Any employee that is covered under the FLSA (Fair Labor Standards Act).

ii. **Employee Responsibilities and Restrictions:**

- In the event that an employee elects to use any equipment belonging to Douglas County, including cell phones and/or email accounts, for limited personal use, the employee waives any expectation of privacy in such communications and understands that Douglas County retains the right to monitor, review, and discipline employees based on information sent by any equipment owned by Douglas County and that the County's acceptance of limited personal use does not change any expectations.
- Employees are prohibited from using a cellular phone while driving (either a County vehicle or a personal vehicle used for County business and/or while operating county equipment) for the following purposes:
 1. Sending or reading text messages or emails;
 2. Accessing the internet
- Employees are encouraged not to use cellular phones while driving a County vehicle or a personal vehicle for County business, except in cases of public safety issues.
- Employees shall refrain from using the cell phone for purposes of photography except for official County business.

- Employees are expected to restrict text messaging within the limits of the plan; failure to do so will result in reimbursement from the employee and possible disciplinary action.

iii. Additional Responsibilities and Enforcement:

- Douglas County sets forth this Policy in an effort to meet organizational goals, improve employee satisfaction, to improve efficiency for county departments, agencies, courts, authorities, and employees by enabling the use of Mobile Devices, and enabling those devices with access to county resources (such as email).
- Each Douglas County employee, and any other person subject to this Policy, is responsible for the conditions set forth within this Policy, as well as any other employee policy set forth within the Douglas County Personnel Policy or elsewhere, and any subsequent policy set forth by the department, agency, court, authority, etc. for which an employee works within Douglas County, Kansas government.
- The County Administrator, Department Directors, Division Directors, Elected Officials, Managers, and Supervisors at all levels shall fully understand this Policy and be held responsible for any employee under his/her management for meeting the requirements set forth within this Policy, and shall communicate the requirements of this Policy for any and all persons that this Policy applies.
- The Information Technology Department Director or designee shall oversee all technical aspects of enforcing this Policy, including creating and updating all approval forms, etc. which enable mobile devices to access county resources.
- Every user of a Mobile Device with access to the Douglas County network must use reasonable care to protect Douglas County data and to prevent unauthorized access to the Douglas County network.
- Information used or stored on any Mobile Device shall be considered as important for security as any paper document in the operation of county business.
- Violations of this Policy will subject the Mobile Device to disconnection from the Douglas County network. In addition, the violator will be subject to normal departmental and/or county enforcement policies, including termination as per the Personnel Policy.

iv. County Purchased Mobile Devices

- All cell phones and smart phones that Douglas County purchases for its employees shall be purchased through the Douglas County Administration Services Department.
- All tablets and other mobile computing devices that Douglas County purchases for its employees shall be purchased through the Douglas County Information Technology Department.
- The need for a county purchased Mobile Device is determined by each Department Director and/or Division Director. If the cost of the Mobile Device was not included in the current budget, it must be approved by the Assistant County Administrator and the Information Technology Director.
- The Information Technology Department in conjunction with Administration Services Department shall have sole authority to determine the type and model of any Mobile Device that Douglas County purchases.
- Any mobile device that connects to the Douglas County network shall be managed by MDM (Mobile Device Management) software. This includes any device that accesses Douglas County email, phone system, or other system or resource located within the Douglas County network.

v. Additional considerations. Employees who are assigned Douglas County cell phones are subject to the following:

- Ensure minimal use of this phone for personal use; excessive use of County cell phones for personal calls could result in cell phone privileges being revoked.
- See the **Appendix A: Mobile Device Policy** for additional information and procedures which must be followed for any Mobile Device to be enabled to access Douglas County.

b. County Vehicles. Employees who are authorized to drive County-owned vehicles are subject to the following:

- i. Vehicles owned by Douglas County are not to be used for personal use except for commuting to and from work and lunch unless previously approved by the County Administrator.
 - Employees are to leave County vehicles in a clean condition and with at least one-quarter tank of fuel after use.
- ii. Conceal Carry in County Vehicles. In accordance with the County's Employee Conceal Carry Policy, employees are required to comply with the following when using a vehicle owned by Douglas County:

- If an employee leaves his or her handgun inside a County vehicle, the employee is solely responsible for providing a gun locker in which the employee's handgun may be safely stored while inside the County vehicle. Such gun locker, when left unattended, must also be out of plain view. The County is not responsible for providing such gun lockers for County vehicles for the employee's convenience or to enable compliance with this requirement.
- Employees storing handguns inside a County vehicle must lock the County vehicle when leaving it unoccupied.
- Employees storing handguns inside a County vehicle are permitted to do so only temporarily and are prohibited from leaving such handgun inside the County vehicle overnight or for an extended period of time.
- If an employee leaves his or her handgun inside a County vehicle, and the vehicle is damaged and entered into for theft of the handgun, the employee who left the handgun in the County vehicle generally may be responsible for the cost of property damage to the vehicle if such handgun was not properly stored in a gun locker and out of plain view, or was otherwise carried or used in violation of this policy.

5.11 PUBLIC RELATIONS. As an employee of Douglas County, you are providing a service to the citizens of Douglas County. Your behavior can and will influence the public's perception of County governance. We believe that the citizens of Douglas County expect exemplary behavior from the employees of Douglas County. Therefore, employees are expected to act with courtesy and professionalism when performing their duties or otherwise representing the County. They are expected to be governed by principles and ordinary rules of good behavior and judgment. Employees are expected to be just and honorable in their relations with citizens; they shall not make false reports. Employees shall refrain from altercations, disorderly conduct, and the use of profane, abusive or improper language while working.

5.12 EMPLOYEE RELATIONS. Employees shall be courteous and respectful at all times to other employees when performing their duties or otherwise representing the County. They are expected to be governed by principles and ordinary rules of good behavior and judgment. Employees are expected to be just and honorable in their relations with each other; they shall not make false reports concerning another employee or department. An employee shall not threaten or abuse, either verbally or physically, any person, including a person in custody, unless the act committed occurred in self-defense, to protect the lives of others, or to prevent the escape of a person lawfully in custody. While working employees shall refrain from altercations, disorderly conduct, and the use of profane, abusive or improper language.

- 5.13 ATTENDANCE.** Employees are expected to arrive at work on time. They are expected to attend work regularly, and to report any inability to report to work in a timely way to supervisors as required by policy. An unauthorized absence is time away from regular scheduled working hours for which the employee has not received explicit approval or authorization from his/her supervisor.
- 5.14 PERFORMANCE.** Employees shall perform their duties promptly, competently, efficiently, and honestly. While at work an employee shall tend to their official duties diligently, and refrain from any actions that take away from the usual course of County business. Such actions include, but are not limited to, excessive personal telephone calls and excessive attention to personal business. A performance rating of less than satisfactory on any factor within the performance evaluation form may lead to use of discipline (Section 6).
- 5.15 STEALING.** Employees shall not steal, take, or remove anything of value from any premise, household, person, or office which does not belong to him/her.
- 5.16 GAMBLING.** Employees shall not engage in gambling while at work. This policy includes, but is not limited to, athletic game pools.
- 5.17 VIOLATION OF DEPARTMENT REGULATIONS.** Employees shall not violate any written departmental regulation.
- 5.18 INSUBORDINATION.** Employees shall not be insubordinate. Insubordination is the failure or refusal of an employee to obey any proper directive or order of a supervisor or to abide by established and lawful County policy or procedure.
- 5.19 NEGLIGENCE IN THE CARE OF COUNTY MONEY OR PROPERTY.** Employees shall not be careless or negligent with the money or other property of the County or the public.
- 5.20 INFLUENCE OTHERS TO COMMIT AN UNLAWFUL ACT.** Employees shall not induce or attempt to induce an employee of the County to commit an unlawful act or to act in violation of any departmental regulation or order.
- 5.21 ACCEPTANCE OF GIFTS OR SERVICES.** A gift or gratuity refers to anything of value, whether it is money, services, loan, travel, entertainment, hospitality, promise, favor, or material objects. Individual employees and departments are discouraged from accepting any gift or gratuity from any person or company in connection with his/her work. Individual employees are prohibited from accepting goods and/or services (including food) with a value of greater than twenty-five dollars (\$25.00). Departments are prohibited from accepting goods and/or services (including food) with a value of greater than seventy-five dollars (\$75.00), and such goods and/or services must be shared with all employees and not given to any individual employee. Should an employee and/or department receive a gift in excess of the amounts allowed, the employee and/or department head must donate

this gift to a non-profit agency for use by clients and must notify the County Administrator of the donation.

- 5.22 COMPLIANCE WITH LAWS.** Employees shall abide by all State, local and federal laws. The conviction of an employee for a crime which makes the individual unsuitable for that position is grounds for immediate dismissal.
- 5.23 POLITICAL CAMPAIGNS.** Douglas County employees are prohibited from any appearance of campaigning for a candidate for an elected office during the employee's work hours and/or at any Douglas County facility during the work hours of that facility. This includes, but is not limited to, wearing or displaying political badges, buttons or signs on their person or on County property, distributing literature on County property, using County equipment to communicate regarding a political campaign, or in any other way participate in the administration of any political campaign during on-duty hours. This shall include the use of County equipment, including the use of email, for mass mailings with respect to a particular political campaign. Employees desiring to become a candidate for a County elective office in which he/she will run against an incumbent shall notify the County Administrator of such intent, and shall abide by all provisions of this policy.
- 5.24 USE OF SOCIAL MEDIA.** It is the policy of Douglas County to respect an employee's personal and private affairs, however, it is the responsibility of employees when working or otherwise representing the County to conduct themselves in a manner that will not reflect negatively on Douglas County or impair the ability of Douglas County to conduct its operations. This includes any participation in social media or social networking sites. Furthermore, the ethical guideline contained in this policy shall apply to any employee engaging in any communication on social media or social networking sites when such communication relates to County operations or if it impairs the employee's ability to perform their duties. Employees may, in their personal capacity and on their personal time, speak publicly on matters of public concern when the employee's interest in free speech outweighs the County's interest in discipline and order. When speaking in their personal capacity, employees will ensure that any communication clearly reflects that any opinion expressed is the individual's opinion and is not the opinion of Douglas County or given in the employee's official capacity as a Douglas County employee.
- a. Douglas County Social Media Sites**
- i. All official Douglas County Kansas presences on social media sites or services are considered an extension of the county's information networks and are governed by the Douglas County Kansas Computer Use Policy. Official sites are administered by the County Administrator, County Webmaster, or an official department designee, and used for the limited purpose of informing the public about county business, services and events.
 - ii. All Douglas County Kansas social media sites must comply with applicable federal, state and county laws, regulations and policies. This includes adherence to established laws

and policies regarding copyrights, records retention, Kansas Open Records Act (KORA), First Amendment, privacy in information technology, web standards, brand standards and media policies established by Douglas County Kansas.

- iii. Please see Appendix B: Computer Use Policy and Appendix C: Social Media Policy for additional information, guidelines and procedures.

SECTION 6

DISCIPLINE

6.1 DISCIPLINARY ACTION. Department Heads may use any of the following actions, up to and including termination, for any County employee within their department for violation of the Code of Conduct (Section 5) or for any other job performance issues as they deem appropriate. All such disciplinary actions must have the prior approval of the Assistant County Administrator. Nothing contained herein is intended to create an express or implied contract and the employee remains an employee at will. Employees have no right to progressive discipline, and these disciplinary actions may be taken in any order. In some cases, the first action may be demotion or termination of employment, depending on the severity of the circumstances.

- a. **Counseling** - When the employee's job performance or personal conduct is unsatisfactory, the Department Head may, at his/her discretion, counsel the employee. The Department Head will document this counseling session and forward the documentation to the Assistant County Administrator. This documentation is not filed in the employee's personnel file unless further action is taken.

- a. **Reprimand** - The Department Head shall notify the employee in writing, preferably using the Reprimand Form, of the nature of the problem and the expectations for improvement. The Reprimand Form must be dated and signed by the employee and the Department Head. One copy of the Reprimand Form shall be provided to the employee and the original shall be forwarded to the Assistant County Administrator to be placed in the employee's personnel file.

- b. **Suspension Without Pay** - The Department Head shall complete the Suspension Notice with a description of the misconduct or poor performance and the length of the suspension without pay. The Suspension Notice shall be shared with the employee and must be dated and signed by the employee and the Department Head and forwarded to the Assistant County Administrator.

- c. **Demotion** - With the approval of the Assistant County Administrator, the Department Head may demote an employee to a position of lower pay and responsibility. A Demotion Notice must be completed and submitted to the Assistant County Administrator; the notice must contain a statement to the employee of his/her right to a pre-demotion hearing (see Section 8.2A). An employee may only be demoted if a vacancy exists or with the approval of the Assistant County Administrator.
- d. **Dismissal** - With the approval of the Assistant County Administrator, the Department Head may recommend dismissal. A Dismissal Notice must be completed and submitted to the Assistant County Administrator; the Notice must contain a statement to the employee of his/her right to a pre-termination hearing (see Section 8.2A), and the employee shall be suspended with pay for at least three (3) work days during which time he/she may request such hearing. The employee shall not be given any severance pay, except for any compensation due for accumulated vacation leave, compensatory time, and sick leave (guidelines are in Section 9).
- e. **Exceptions for Certain Classifications** - These disciplinary actions may or may not be used with Introductory employees, Unclassified employees, and Classified Exempt employees. Like all County employees, these classes of employees are employees at will and their employment may be terminated at any time. These positions have no right to grieve or disciplinary action except that these positions may grieve or appeal a dismissal in cases of alleged unlawful discrimination or harassment.

6.2 SERIOUS OFFENSES. If the employee has committed one of the following offenses, the Department Head may dismiss the employee immediately with the approval of the Assistant County Administrator. This is not an all inclusive list; other acts of misconduct may also lead to immediate dismissal:

1. Conviction of commission of a crime while on or off the job if the crime reflects on the employee's suitability to perform the employee's job duties.
2. Physical violence on the job.
3. Breach of security procedures.
4. Two (2) unauthorized absences in a twelve (12) month period.
5. Sexual harassment or other professional misconduct.
6. Any conduct which threatens the rights of other employees.

7. Serious violation of County policy, such as, but not limited to, insubordination, drugs & alcohol, threats of violence, using abusive language, etc.
8. Fraud, dishonesty, or abuse of County property, such as falsifying County records.

6.3 GRIEVANCE RIGHTS. All Classified employees have the option to request a grievance hearing for disciplinary actions (see Section 8). As stated in the Section 8 (Grievance), when the action is demotion or dismissal, the employee must request a hearing within five (5) calendar days of notification of the action.

6.4 REMOVAL OF DISCIPLINARY ACTION FROM EMPLOYEE FILE. An employee may request in writing the removal of disciplinary action from the employee's personnel file if no further disciplinary action of any kind has been taken for a period of 2 years from the date of the original action. Such request will be submitted to the Assistant County Administrator who, along with the employee's department head, will make a recommendation to the County Administrator. Recommendations will be based upon, but not limited to, lack of further disciplinary action, the employee's performance at work, attendance, and dedication to the job. The County Administrator's decision will be final and is not subject to grievance. If the request is denied, the employee must wait for a period of 2 years prior to submitting another request.

SECTION 7

SEPARATIONS

7.1 RESIGNATIONS AND TERMINATIONS

- a. **Notification.** An employee who desires to terminate his/her service with the County is requested to submit a written resignation to the Department Head. Should the employee provide verbal notice, it shall be the responsibility of the Department Head to prepare a notice for the employee's signature. A copy of the resignation shall be provided to the Assistant County Administrator for the employee's personnel file.
- b. **Length of Notice** - Douglas County asks that an employee provide at least fourteen (14) calendar days notice prior to the final day of work. The Department Head has the discretion to waive the notice period.
- c. **Use of Paid Leave Following Notification** - The use of sick leave during the period following notification of resignation shall only be authorized when the employee provides a physician's statement verifying the illness. Failure to provide a physician's statement shall

result in those days being considered as unauthorized leave without pay. The use of personal leave following notification of resignation shall not be allowed, and the employee shall not receive compensation for unused personal leave. The use of vacation, compensatory or personal leave use is at the Department Head's discretion.

- d. **Return of County Property** - The employee shall surrender to the Department Head all property in the employee's possession belonging to the Department or County.

7.2 **LAST PAYCHECK.** If an employee's employment is terminated for any reason (voluntarily or involuntarily), the last pay check the employee receives shall include the following:

1. **Regular Pay:** Regular earnings through the last day of employment.
2. **Accumulated Vacation Pay:** The employee shall be compensated at his/her regular rate of pay for all accumulated vacation leave.
3. **Accumulated Compensatory Time:** The employee shall be compensated for all accumulated compensatory time.
4. **Accumulated Sick Leave:** If the employee has been employed for at least two (2) years in a Classified or Classified Exempt position, the employee shall be compensated for one-third (1/3) of his/her accumulated sick leave up to a maximum of 1/3 of 240 hours at his/her regular rate of pay. Employees with less than two years of service are not compensated for accumulated sick leave.

7.3 **DEATH WHILE EMPLOYED.** In the case of death of an employee, the Department Head shall notify the County Administrator and the Assistant County Administrator as soon as possible. The estate of the employee shall be paid his/her earnings, including accumulated compensatory time, since the last pay period. Additionally, regardless of length of service, the estate of the employee shall be paid all accumulated vacation leave and one third (1/3) of the accumulated sick leave up to a maximum of 1/3 of 720 hours at the employee's regular rate of pay. The estate must ensure that all County property is returned to the Department Head.

7.4 **HEALTH INSURANCE.** Employees separating from Douglas County may be eligible for COBRA benefits. Please refer to the [Health Insurance and Benefits](#) section of the County intranet site for additional information.

SECTION 8

GRIEVANCES/APPEALS

8.1 **ELIGIBILITY FOR USE OF GRIEVANCE PROCEDURE.** Except as provided in this section, only Classified Non-Exempt employees who have completed their introductory period are eligible to file a grievance. Introductory, Unclassified, and Classified Exempt employees

may only file a grievance for alleged discrimination or harassment resulting in termination of employment.

8.2 ACTIONS ELIGIBLE FOR GRIEVANCE. Grievances may be filed only for the following reasons:

1. Demotion
2. Disciplinary Action
3. Alleged Discrimination or Harassment
4. Violations of the Douglas County Personnel Policy

For situations not falling into the above eligibility criteria, employees should follow the chain of command within their department. For questions about grievance eligibility or processes, contact the Assistant County Administrator.

8.3 EMPLOYEES OF APPOINTED DEPARTMENT HEADS.

- a. **Filing Procedures for Demotion or Dismissal** - In cases of demotion or dismissal, the employee must initiate the grievance process by contacting the Assistant County Administrator within five (5) calendar days of notification of the action.
- b. **Filing Procedures for Demotion or Dismissal** - The following steps are to be taken in sequential order for an employee grievance. Extensions to all time periods may be made with the written agreement of both parties. Failure to meet a deadline by a Department Head shall automatically cause the process to move to the next step; failure by the employee to meet a deadline without an authorized extension shall terminate the process.
 1. Employees must make an attempt to work the situation out within their department prior to submitting a grievance form.
 2. The aggrieved employee shall submit the complaint on a Grievance Form (available from the Assistant County Administrator) to the Assistant County Administrator within five (5) calendar days of the receipt of the incident or action, or within seven (7) calendar days of the date he/she could reasonably be expected to have knowledge of the incident or action. The Assistant County Administrator shall investigate the complaint and respond to the aggrieved employee(s) within seven (7) calendar days of receipt of the employee's Grievance Form.
 3. If the foregoing fails to resolve the grievance issue, the aggrieved employee(s) shall submit to the Assistant County Administrator the request for grievance hearing within seven (7) calendar days following

the response in Step 2; a grievance hearing will then be scheduled with the County Administrator.

- c. **Grievance Hearing Procedures** - A hearing with the County Administrator must be scheduled within a reasonable time following receipt of the Request for Grievance Hearing.
- d. **Employee Rights** - The employee may be accompanied and represented by an attorney retained by the employee; however, the hearing shall not be bound by the rules of evidence. The employee must inform the Assistant County Administrator if he/she will be accompanied by an attorney at least one day in advance of the hearing. At that time, the County shall have the option of rescheduling the hearing to accommodate the schedule of the County Counselor. Witnesses and documentation applicable to the grievance may also be presented at the hearing.
- e. **Supervisor Rights** - The supervisor may be accompanied and represented by the County Counselor. Witnesses and documentation applicable to the grievance may also be presented at the hearing.
- f. **Attendance** - The hearing shall be conducted in closed session and only the following individuals may be present: the aggrieved employee and his/her attorney, the supervisor, the Department Head and/or his/her designee, the County Administrator, the County Counselor, the Assistant County Administrator, and witnesses at appropriate intervals.
- g. **Process** - The proceedings should be conducted with sufficient formality to preserve an orderly presentation of both sides of the issues, provide opportunities for the introduction of evidence either in the form of testimony or exhibits, and preserve the opportunity to cross examine opposing witnesses.
- h. **Findings** - The County Administrator shall complete his/her findings and conclusions with regard to the grievance within a reasonable time following the hearing and submit such findings in writing to the aggrieved employee with a copy to the Assistant County Administrator. The County Administrator's decision shall be final and binding (except when the complaint is based on alleged discrimination or harassment as set out in Section 8.2 unless a majority of the Board of County Commissioners has indicated a desire to hear an appeal.
- i. **Appeals** - In cases of alleged discrimination or harassment, both parties have the right to appeal the grievance findings to the Board of County Commissioners. Notification of the appeal shall be made to the Assistant County Administrator within seven (7) calendar days of receipt of the findings. All documentation shall be submitted to the County Commissioners for consideration; the Commissioners shall consider the appeal on the

record and will have the discretion to hold a hearing. The County Commissioners shall respond to the appeal in writing within a reasonable time of the filing of the appeal. The findings of the County Commissioners shall be final and binding.

j. **Exemptions from Grievance Procedures**

- i. PERFORMANCE EVALUATION. Any appeal by an employee related to the outcome of a performance evaluation is not eligible for the grievance procedure. Employees may submit comment regarding the evaluation by filing it with the Assistant County Administrator, and shall be heard by the County Administrator. The employee must make the appeal within seven (7) calendar days after the evaluation. The County Administrator's decision shall be final and binding.
- ii. CLASSIFICATION SYSTEM OR PAY PLAN. Any appeal by an employee to an administrative decision regarding the Douglas County pay plan or classification system, including but not limited to reclassification or reallocation requests, is ineligible to be heard through the grievance procedure. Such appeals shall be heard by the County Administrator. Such appeals must be filed with the Assistant County Administrator within seven (7) calendar days of the decision (or first knowledge of the decision). The County Administrator's decision shall be final and binding.

8.4 EMPLOYEES OF ELECTED OFFICIALS

- a. **Filing Procedures for Demotion or Dismissal** - In cases of demotion or dismissal, the employee must initiate the grievance process by contacting the Assistant County Administrator within five (5) calendar days of notification of the action.
- b. **Filing Procedures for Any Other Action** - The following steps are to be taken in sequential order for an employee grievance. Extensions to all time periods may be made with the written agreement of both parties. Failure to meet a deadline by an Elected Official shall automatically cause the process to move to the next step; failure by the employee to meet a deadline without an authorized extension shall terminate the process.
 1. Employees must make an attempt to work the situation out within their department prior to submitting a grievance form.
 2. The aggrieved employee shall submit the complaint on a Grievance Form (available from the Assistant County Administrator) to the Assistant County Administrator within five (5) calendar days of the receipt of the incident or action, or within seven (7) calendar days of the date he/she could reasonably be expected to have knowledge of the incident or action. The Assistant County Administrator shall investigate the complaint and respond to the aggrieved employee(s) within seven (7) calendar days of receipt of the employee's Grievance Form.
 3. If the foregoing fails to resolve the grievance issue, the aggrieved employee(s) shall submit to the Assistant County Administrator the request for grievance hearing

within seven (7) calendar days following the response in Step 2; a grievance hearing will then be scheduled with the County Administrator.

- c. **Grievance Hearing Procedures** - A hearing with the Elected Official must be scheduled within a reasonable time following receipt of the Request for Grievance Hearing.
- d. **Employee Rights** - The employee may be accompanied and represented by an attorney retained by the employee; however, the hearing shall not be bound by the rules of evidence. The employee must inform the Assistant County Administrator if he/she will be accompanied by an attorney at least one day in advance of the hearing. At that time, the County shall have the option of rescheduling the hearing to accommodate the schedule of the County Counselor. Witnesses and documentation applicable to the grievance may also be presented at the hearing.
- e. **Supervisor Rights** - The supervisor may be accompanied and represented by the County Counselor. Witnesses and documentation applicable to the grievance may also be presented at the hearing.
- f. **Attendance** - The hearing shall be conducted in closed session and only the following individuals may be present: the aggrieved employee and his/her attorney, the supervisor, the Elected Official, the County Counselor, the Assistant County Administrator, and witnesses at appropriate intervals.
- g. **Process** - The proceedings should be conducted with sufficient formality to preserve an orderly presentation of both sides of the issues, provide opportunities for the introduction of evidence either in the form of testimony or exhibits, and preserve the opportunity to cross examine opposing witnesses.
- h. **Findings** - The Elected Official shall complete his/her findings and conclusions with regard to the grievance within a reasonable time following the hearing and submit such findings in writing to the aggrieved employee with a copy to the Assistant County Administrator. The Elected Official's decision shall be final and binding (except when the complaint is based on alleged discrimination or harassment as set out in Section 8.2.
- i. **Appeals** - In cases of alleged discrimination or harassment, both parties have the right to appeal the grievance findings to the Board of County Commissioners. Notification of the appeal shall be made to the Assistant County Administrator within seven (7) calendar days of receipt of the findings. All documentation shall be submitted to the County Commissioners for consideration; the Commissioners shall consider the appeal on the record and will have the discretion to hold a hearing. The County Commissioners shall

respond to the appeal in writing within a reasonable time of the filing of the appeal. The findings of the County Commissioners shall be final and binding.

j. **Exemptions from Grievance Procedures**

1. Performance Evaluation - Any appeal by an employee related to the outcome of a performance evaluation is ineligible to be heard through the grievance procedure. Such appeals shall be filed with the Assistant County Administrator, and shall be heard by the Elected Official. The employee must make the appeal within seven (7) calendar days after the evaluation. The Elected Official's decision shall be final and binding.
2. Classification System or Pay Plan - Any appeal by an employee to an administrative decision regarding the Douglas County pay plan or classification system, including but not limited to reclassification or reallocation requests, is ineligible to be heard through the grievance procedure. Such appeals shall be heard by the County Administrator. Such appeals must be filed with the Assistant County Administrator within seven (7) calendar days of the decision (or first knowledge of the decision). The County Administrator's decision shall be final and binding.

SECTION 9

LEAVES

9.1 GENERAL CONDITIONS

- a. **Reporting Absences** - It is the employee's obligation to report reasons for an absence to his/her supervisor as soon as possible (no later than within one-half (1/2) hour after the beginning of the work day) or in accordance with departmental policy.
- b. **Approval of Leaves** - All requests for leaves shall be considered by the Department Head or his/her designee for conformance with County and departmental rules established for each type of leave. The Department Head has the discretion to deny a request for most leaves.
- c. **Types of Leaves** - The following types of leaves are hereby established:
 1. Vacation Leave
 2. Sick Leave
 3. Personal Leave
 4. Holidays

5. Family Medical Leave
6. Military Leave
7. Civil Leave
8. Funeral Leave
9. Work Injury Leave
10. Leave Without Pay
11. Leave With Pay

9.2 VACATION LEAVE

- a. **Eligibility** - Vacation leave is only granted to Classified and Classified Exempt employees. Vacation leave accrues from the date of employment as a Classified or Classified Exempt employee.
- b. **Utilization** - Department Heads may use their discretion when considering requests for vacation leave or when requiring that an employee utilize accumulated vacation hours in order to ensure a minimum disruption of departmental and County work. Utilization of vacation leave will be charged at a minimum of one-quarter (.25) hour increments for non exempt staff and a minimum of four (4.00) hour increments for exempt staff.
- c. **Maximum Accumulations** - The maximum accumulation of vacation leave is 320 hours for full time employees, 256 hours for part time employees with an FTE value of 0.80-0.99 and 160 hours for part time employees with an FTE value of 0.50-0.79. Vacation hours will stop accruing if the maximum amount is reached. There will be no excess payment for unused vacation hours.
- d. **Accrual Rates** - All eligible employees and Department Heads shall be subject to the following accrual schedule. Employees who are "Part Time with Benefits" shall earn and accrue vacation leave on a pro-rata basis (based on the position's FTE).

i. VACATION LEAVE ACCRUAL SCHEDULE:

<u>Years of Service</u>	<u>Accrued Hours per Pay Period</u>
0-4	4.5
5-9	5.0
10-14	6.0
15+	7.0

- e. **Donation of Vacation Leave** - Employees may, on a voluntary basis, donate vacation hours to another employee on medical leave. Such donations must be coordinated through the Assistant County Administrator. The employee receiving the donation shall not be responsible for repaying any vacation leave donations. Donated hours in excess of the amount needed shall remain with the recipient, and will not be returned to the donor.
 - i. **Eligibility.** Employees donating hours must have sufficient vacation leave accumulated to retain at least forty (40) hours of vacation leave after the donation. The employee receiving the donation must have depleted all other accumulated paid leave and, if applicable, have requested and used the maximum sick leave loan from the County (see Section 9.3H) prior to receipt of the donation.
 - ii. **Calculation.** The donated hours shall be transferred from the donor to the recipient on an hour for hour basis.
 - iii. **Limit.** An employee may not receive more than 400 hours of combined sick or vacation leave donations over a 2 calendar year time period. The limit will be adjusted on a pro-rata basis (based on the position's FTE) for employees with an FTE of less than 1.0.

9.3 **SICK LEAVE**

- a. **Eligibility** - Sick leave is only granted to Classified and Classified Exempt employees. Sick leave accrues from the date of employment. Employees may also want to refer to Section 9.7, Family Medical Leave Act.
- b. **Utilization** - Utilization of sick leave will be charged at a minimum of one-quarter (.25) hour increments for non exempt staff and a minimum of four (4.00) hour increments for exempt staff. Sick leave hours may be utilized for the following purposes:
 - 1. **Personal Use**: illness or physician/dental appointment (shift personnel are expected to schedule such appointments during off duty hours).
 - 2. **Family Use**: family illness or physician/dental appointment (shift personnel are expected to schedule such appointments during off duty hours). For this purpose, family is defined as child (including step-child and foster child), grandchild, parent or grandparent (including in-laws), sibling (not including in-laws) or spouse or domestic partner as defined by County Administrative regulations who requires transportation, care or hospitalization.
 - 3. **Required by Department Head**: the employee may be required to take sick leave by the Department Head (with the approval of the Assistant County Administrator) when there is a concern about the ability of the employee to safely perform his/her duties due to a non-work related injury or illness.

- c. **Notification** - In order to be granted the use of sick leave, an employee must report to the Department according to departmental regulations the reason for the absence as soon as possible (no later than one-half (1/2) hour after the beginning of the work day) or in accordance with departmental policy on the work day for which sick leave is being requested. Employees are expected to schedule appointments in advance when possible. It is the employee's responsibility to keep the appropriate supervisor informed each day the employee is absent, unless sick leave is authorized for a specific period of time.
- d. **Maximum Accumulation** - Employees may accumulate a maximum of 1,040 hours of sick leave. Once an employee reaches that maximum level, no additional hours will be added to the accumulated total until sick leave hours are used.
- e. **Accrual Rate** - Full time employees will accrue 4.75 hours per pay period. Employees who are "Part Time with Benefits" will accrue sick leave on a pro-rata basis (based on the position's FTE).
- f. **Medical Documentation** - The Department Head, at his/her discretion, may require that the employee submit medical documentation of illness or injury prior to returning to work for any of the following reasons:
 - 1. The employee is absent three (3) or more consecutive days.
 - 2. There is a concern about possible sick leave abuse.
 - 3. Sick leave is being substituted for vacation leave.
- g. **Medical Release** - The Department Head, at his/her discretion, may require that the employee, prior to returning to work, submit a medical release containing a statement from a physician confirming the illness or injury and providing the date the employee is released to perform his/her full duties when there is a concern about the ability of the employee to safely perform his/her duties. A medical release is required anytime an employee requests the use of sick leave following notice of resignation.
- h. **Sick Leave Loan** - If an employee who is suffering from a prolonged illness or injury, or has been approved for Family Medical Leave, and has depleted his/her accumulated sick leave, compensatory time, and vacation leave, the employee may apply for a sick leave loan not to exceed 160 hours in any 3 year period. The limit will be adjusted on a pro-rate basis (based on the position's FTE) for employees with an FTE of less than 1.0. The Department Head and Assistant County Administrator must approve the loan request in order for it to become effective. Upon the employee's return to employment, the loan will be repaid at a rate of 3.5 hours per pay period. Should the employee leave the service of the County prior to repaying the loan, he/she will contribute first any accumulated sick leave, then compensatory time, and then vacation leave toward repayment of the loan. The value of

any remaining hours will be deducted from the employee's last paycheck, as authorized in the sick leave loan application, and any remainder shall be repaid by the employee. A maximum of four work weeks in any 3-year period may be awarded. An employee may receive a second loan to be combined with the first loan up to the maximum number of weeks stated above.

- i. **Sick Leave Donation** - Employees may, on a voluntary basis, donate a calendar year maximum of forty (40) sick leave hours to another employee on medical leave. Such donations must be coordinated through the Assistant County Administrator. The employee receiving the donation shall not be responsible for repaying any sick leave donations. Donated hours in excess of the amount needed shall remain with the donee, and will not be returned to the donor.

- i. Eligibility. Employees donating hours must have sufficient sick leave accumulated to retain at least eighty (80) hours of sick leave after the donation. The employee receiving the donation must have depleted all other paid leave, including sick, vacation and compensatory hours, and have requested and used the maximum sick leave loan from the County (if eligible) (see Section 9.3H) prior to receipt of the donation.
 - ii. Calculation. The donated hours shall be transferred from the donor to the recipient on an hour for hour basis.

Limit. An employee may not receive more than 400 hours of combined sick or vacation leave donations over a 2 calendar year time period. The limit will be adjusted on a pro-rata basis (based on the position's FTE) for employees with an FTE of less than 1.0.

9.4 MILITARY LEAVE Douglas County provides military leave for training and service performed by a member of any governmental military organization in compliance with the Uniform Services Employment and Reemployment Rights Act (USERRA).

- a. **Copies of Military Orders** - Copies of the employee's military orders will be submitted to the Department Head prior to the employee's departure.
- b. **Pay and Benefits** - When on military leave, an employee will not receive regular pay. However, the employee may choose to use accumulated vacation leave. The employee will continue to accrue leave benefits for ninety (90) days; the County's portion of the health insurance premium for the employee will continue to be paid for a period of ninety (90) days (the employee will be responsible for paying his/her portion of the premium during that period). After 90 days, the employee will be responsible for paying the premium for health insurance coverage or may discontinue coverage until the employee returns to work.

- c. **Scheduling** - If possible, the employee should attempt to schedule military training so that it does not interfere on a regular basis with the employee's work schedule.
- d. **Return to Work** - Employees will be expected to return to work within two (2) weeks of release from active military duty, or as specified by USERRA.

9.5 CIVIL LEAVE. Classified and Classified Exempt employees (including introductory employees) will be given time off without loss of pay for the reasons outlined below. An employee is expected to return to work one (1) hour after release from Civil Leave, unless other arrangements are made with the Department Head.

- a. **Jury Duty** - The employee must provide notice to the Department Head that he/she has been called for jury duty. In order to receive full wage compensation, the employee will submit to the Department Head all jury fees received.
- b. **Witness In Court** - An employee will be given necessary time off when appearing in court as a witness as the result of a subpoena, a copy of which will be provided to the Department Head. In order to receive full wage compensation, the employee will submit to the Department Head any witness fees received.

9.6 FAMILY MEDICAL LEAVE

- a. **Description** - Pursuant to the Family Medical Leave Act, Family Medical Leave is available for employees who must take off work for a prolonged period due to Family Leave (birth, adoption of a child, placement of a foster child in the home) or Medical Leave (a serious medical condition of the employee, or a serious medical condition of a family member, defined as spouse, son, daughter, or parent, but not parent-in-law). This leave does not guarantee pay, but it does preserve the job of the employee for up to twelve weeks. The employee is limited to one twelve-week leave of Family Medical Leave in a rolling twelve month period, starting from the first day of the employee's Family Medical Leave. The FMLA definition of "serious health condition" and additional information including the "Notice of Employee Rights and Responsibilities" is available from the Assistant County Administrator.
- b. **Eligibility** - The employee must have at least twelve (12) months of service and 1250 hours over the previous twelve (12) months with the County prior to commencing leave. When requesting Family Medical Leave, the employee must notify both his/her Department Head and the Assistant County Administrator. The County will notify you of your eligibility in writing once a request has been made.

- c. **FMLA Leave Maximums** - Employees may request up to a maximum of twelve weeks off in a year, such year (or twelve month period) to begin with the date of the first day off work under approved Family Medical Leave. Employees must make a reasonable effort to schedule leave for planned medical treatment so as not to unduly disrupt the County's operations. Qualifying leave may also be taken on an intermittent basis as necessary and appropriate.
- d. **Forms** - The employee must complete the Family Medical Leave Act Certification Form provided by the Assistant County Administrator; the Form requires information from the medical provider. The form must be submitted within 15 calendar days after our request unless it is not practicable under the particular circumstances to do so despite your diligent, good faith efforts. After submission of this completed form to the County, the Assistant County Administrator will notify the employee in writing of approval or non-approval of the request with a Designation Form.
- e. **Pay** - The employee is not required to utilize accumulated time in any particular order, however; employees are required to utilize accumulated paid time off prior to going on leave without pay. The employee may also request a sick leave loan (see Section 9.3H). Paid time off shall run concurrently with FMLA leave.
- f. **Benefits**
 - i. Vacation and Sick Leave. Vacation and sick leave accrual will continue for a period not to exceed twelve weeks.
 - ii. Health Insurance. The County's portion of the health insurance premium for the employee will continue to be paid for a period of twelve weeks, after which the employee will assume responsibility for the full premium pursuant to the guidelines established by COBRA, or discontinue coverage. It will continue to be the employee's obligation to pay his/her portion of the premium directly to the Administrative Services Department during the twelve week period. Failure to pay the employee portion of the health insurance premium will result in loss of coverage; however, before coverage is dropped, the County will provide written notice to the employee that the payment has not been received at least 15 days in advance of termination of coverage.
 - iii. Other Benefits. Employees should contact the County Clerk's Payroll Office for information about coverage by life insurance or other voluntary benefits while on leave without pay.
- g. **Extension of Family Medical Leave** - Should the employee be unable to return to work on the date specified in the Family Medical Leave documentation, it shall be the employee's responsibility to request an extension from the Assistant County Administrator. The Assistant County Administrator will be required to respond to such a request in writing. In no case, however, will the Family Medical Leave be extended beyond twelve weeks.

- h. **Medical Release** - The employee on leave for their own serious health condition will be requested to submit a release to return to full duties from the employee's medical provider prior to returning to work.
- i. **FMLA Expanded for Military Families** - There are special provisions that expand the leave available under FMLA for employees who are a family member of a service member in the armed forces or eligible veteran. Expanded FMLA leave is available for family members of a service member under the following circumstances:
 - i. Caregiver Leave for Injured Service member - An eligible employee who is the spouse, son, daughter, parent, or next of kin (defined as the closest blood relative of a covered service member) shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve month period to care for a covered service member or eligible veteran in a single 12-month period. A covered service member is a member of the armed forces, including the national guard or reserves, who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the service member medically unfit to perform his/her duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability list for a serious injury or illness that occurred while on active duty. An eligible veteran is a veteran who has a serious injury or illness that was incurred or aggravated while on active duty in the Armed Force and the veteran was discharged within five (5) years of when the condition occurred.
 - ii. Family Leave due to Qualifying Exigency - An eligible employee may use up to 12 weeks of FMLA leave for any qualifying exigency arising from a spouse, son, daughter, or parent who is either on active duty in the armed forces, or who has been notified of an impending call or order to active duty in the armed forces or is being deployed with the Armed Forces to a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA leave for qualifying exigency is not an addition to the standard FMLA twelve week entitlements; rather it constitutes additional qualifying basis for FMLA leave.

Employees will need to notify the Assistant County Administrator and complete the relevant Certification form to initiate FMLA leave for military families.

- j. **No Outside Employment While on FMLA Leave** - Employees on FMLA paid or unpaid leave are prohibited from working any outside employment while on leave from Douglas County.

9.7 DOMESTIC VIOLENCE OR SEXUAL ASSAULT LEAVE - Douglas County will comply with the Kansas Domestic Violence Leave Act pertaining to leave granted to an employee who is a victim of domestic violence or sexual assault. Employees may take sick, vacation, and/or compensatory accrued paid leave or leave without pay not to exceed eight (8) days per calendar year as provided by the Act.

9.8 FUNERAL LEAVE

a. **Family members –**

- i. Employees will be allowed three (3) work days of funeral leave for the following family members: Spouse or domestic partner as defined by County Administrative regulations, Sibling, Parent, Child (including foster child), Grandparent, Grandchild, and in-laws, step, and great relationships of these relatives.
- ii. Employees will be allowed one (1) work day of funeral leave for the following family members: Niece, Nephew, Cousin, Aunt, Uncle and in-laws and step relationships of these relatives.
- iii. Should the employee require more the above number of days, and with the approval of the Department Head, the employee may utilize accumulated compensatory time, accumulated vacation leave, or authorized leave without pay.

- b. **Co-Workers** - Employees may be allowed a minimum of two (2) hours off with pay to attend the funeral of a co-worker or a former co-worker. Extensions of this time may be granted at the discretion of the Department Head.

9.9 WORK INJURY LEAVE - Douglas County provides Worker's Compensation benefits for all employees who are injured on the job in accordance with Kansas statutes.

a. Notification - All accidents and incidents must be reported to the employee's supervisor immediately; the supervisor or Department Head must report the incident to the Assistant County Administrator within one (1) work day.

b. Physicians - All Douglas County employees injured in the course of employment will use the County appointed physicians.

c. Return to Work - A County employee who has experienced a work injury which required medical attention must have a signed release from the County physician in order to return

to work. Exceptions may be authorized by the Assistant County Administrator. The employee will be expected to report to work on the day specified by the physician.

D. Procedure When Injured

- i. Notification. Following notification and treatment, the employee and supervisor must complete the Work Injury Report Form. The form will be forwarded to the Assistant County Administrator by the Department Head.
- ii. Treatment. For minor injuries, the employee will be directed to the County physician for treatment. The employee will not use the hospital emergency room for minor injuries that occur during regular business hours. For major injuries, an ambulance will be summoned immediately and the employee will be transported to the appropriate hospital (as determined by the paramedics) for treatment. Under no circumstances will a seriously injured employee be transported to the emergency room by County or personal vehicle.
- iii. Medical Expenses. All medical expenses incurred as a result of a work injury will be paid by Douglas County, except if the employee refuses to use the County physicians (see Kansas statutes). The employee will also be required to purchase all pharmaceuticals from the pharmacy with which the County contracts for this service.

E. Compensation

- i. First Week. Under Kansas statutes, the first week off due to a work injury is not compensable until the employee is off three (3) consecutive weeks. An employee who has a work injury may use accumulated sick leave, compensatory leave, or vacation leave during that week, or may choose to be on leave without pay.
- ii. Subsequent Weeks. Beginning on the first day of the second week, and continuing until the employee returns to work, Douglas County will pay total and temporary disability to the employee in the amount of two-thirds (2/3) of the employee's average weekly wage up to the maximum established by Kansas statutes. It will be assumed for the administration of compensation to the employee that the employee elects to use accumulated sick leave (and vacation leave when sick leave is depleted) to bring the total compensation up to the amount equal to a full paycheck. The employee may elect not to use sick leave by contacting the Assistant County Administrator. The worker's compensation checks will be mailed directly to injured employees at their home address on regular pay days by the third party administrator.

F. Accrual of Leave Benefits - An employee will continue to earn sick leave and vacation leave benefits while off on a work injury for a period of six (6) months.

9.10 NO OUTSIDE EMPLOYMENT WHILE ON LEAVE

Employees on FMLA or other types of paid or unpaid leave (except Military Leave) are prohibited from working outside employment while on leave from Douglas County.

9.11 HOLIDAYS

- a. **Permanent Holiday Schedule** - All full-time and regular part-time employees of the County shall be scheduled off or receive compensation for the following holidays:
- i. New Year's Day- January 1
 - ii. Martin Luther King's Birthday- 3rd Monday in January
 - iii. Memorial Day- Last Monday in May
 - iv. Independence Day- July 4
 - v. Labor Day- 1st Monday in September
 - vi. Veteran's Day- November 11
 - vii. Thanksgiving Day- 4th Thursday in November
 - viii. Day after Thanksgiving- 4th Friday in November
 - ix. Christmas Day- December 25

The Governing Body may designate other days as holidays as well. Holidays that fall on a Saturday will be observed on the preceding Friday and those that fall on a Sunday will be observed on the following Monday. Should Christmas day fall on a Thursday, December 26 will also be a holiday. Should Christmas day fall on a Tuesday, December 24 will also be a holiday.

- b. **Non-Shift Workers** - All Classified and Classified Exempt employees and Elected Officials of the County will receive their regular compensation for days proclaimed as holidays by the Board of County Commissioners.
- i. Value of Holiday Pay - Holiday pay is defined as 1-1/2 times the employee's regular rate of pay.
 - ii. Required to Work on Holiday - Employees who are required to work on authorized holiday will be compensated at two and a half (2.5) times their regular rate for all hours worked on a holiday. Required to work on holiday hours are always paid hours, no hours will be added to an employee's compensator leave accrual.
 - iii. Forfeit of Holiday Pay - An employee will forfeit his/her right to compensation for the holiday if he/she has an unauthorized absence on the last regular work day preceding such holiday or on the first regular work day following the holiday.
 - iv. Employees Scheduled Off on Holiday - For employees that are not scheduled to work on a designated holiday, the department head will shift the holiday to another day in the same work week. If the employee does not re-designate the holiday, they do not receive holiday pay.

- c. **Shift Workers** - For purposes of holiday pay, July 4 (Independence Day), December 25 (Christmas Day), and January 1 (New Year's Day) will be considered the authorized holidays and not any other day designated by the Board of County Commissioners to recognize those specific holidays. The holiday will be considered the day on which the employee's shift begins. For example, an employee whose shift begins at 11:00p.m. on the holiday will be paid holiday pay for that shift.
- i. Value of Holiday Pay. Holiday pay is defined as two and a half (2.5) times the employee's regular rate of pay.
 - ii. Required to Work on Holiday. Employees who are required to work on an authorized holiday will be compensated at two and a half (2.5) times their regular rate for all hours worked on a holiday. Required to work on a holiday hours are always paid hours, no hours will be added to an employee's compensatory leave accrual.
 - iii. Holiday While on Leave. Employees on authorized leave status will receive compensation for the holiday which will not be charged to vacation or sick leave. An employee who receives approval for use of vacation on a holiday for which he/she was scheduled to work shall be paid regular hours charged to holiday and not to vacation.
 - iv. Employees Scheduled Off on Holiday. Shift personnel whose regular non-work day falls on a holiday will have their accumulated personal leave balance increased by eight hours (8) for full time employees and on a pro-rata basis for part time employees with benefits.
 - v. Forfeit of Holiday Pay. Any employee will forfeit his/her right to compensation for the holiday if he/she has an unauthorized absence on the last regular work day preceding such holiday or on the first regular work day following the holiday. An employee also forfeits holiday pay if the employee uses sick leave on the holiday.
- d. **Unclassified Positions** - Unclassified employees will receive compensation for the holiday only if they work that day. Time will be paid at the regular rate (no holiday pay will be applied).

9.12 PERSONAL LEAVE. Full time employees will be awarded eight hours (8) of Personal Leave per year. Part time employees with benefits will be awarded Personal Leave on a pro-rata basis (based on the employee's FTE).

- a. **Eligibility** - To be eligible for Personal Leave, an employee's status must be full time or part time with benefits, with an employment date on or before May 31 of that year. Employees hired after June 1 will be eligible for the Commission awarded Personal Leave the following year.

- b. **Utilization** - Utilization of vacation leave will be charged at a minimum of one-quarter (.25) hour increments.
- c. **Accumulation** - Accumulated Personal Leave is not paid upon separation from employment
 - i. Non-Shift Workers. Non-shift workers must utilize personal leave days during the calendar year for which they were authorized and prior to the first day of the last pay period in December for which a paycheck is issued during the next calendar year.
 - ii. Shift Workers. Shift workers will be permitted to carry a balance of Personal Leave from year to year. Hours will accumulate throughout the year with no cap. At the last pay period in December for which a pay check is issued during the current calendar year the Personal Leave balance will be reduced to 24.00 hours. There is no payment for hours lost in excess of 24.00.

9.13 CURTAILMENT OF SERVICES. The duty of all County officials and employees is to serve the public. There may be situations, however, when those services can be minimized to protect the welfare of employees. Examples may be inclement weather, power outages, etc. Under any but the most extreme weather conditions, all County offices will be open and staffed by as many employees as the Department Head deems necessary to serve the public's need under the conditions then in effect.

- a. **Announcement** - If it is necessary to close facilities due to inclement weather or other conditions, it will be the responsibility of the County Administrator or his/her designee to make that announcement. Employees will be paid for those days. If the County offices are open and are forced to close early, all employees who reported to work will be paid for the full day. In instances where some employees are required to remain at work and others have been released (with pay) to leave, those employees remaining at work will be paid for hours worked and, in addition, will receive paid time off at a later date equal to the time off received by the employees who were released early; in the case of shift workers at maximum accumulated vacation leave, the hours will be added as personal leave. In every instance, the decision to curtail County services will be based on local weather, road conditions, current weather forecast information, the status of the utility service to the offices, or any other emergency situation.
- b. **No Announcement** - If the announcement is not made and employees do not come to work, that work day will be charged to the employee's accumulated vacation leave or leave without pay, at the discretion of the Department Head. In order for this to be an authorized absence, the employee must call his/her supervisor within one-half (1/2) hour of the beginning of the work day (or in accordance with departmental policy).
- c. **Vacation/Sick Leave Adjustments** - If an employee is on authorized vacation or sick leave and the facilities are closed, the amount of vacation or sick leave used will be adjusted to reflect only the time the facilities were open.

9.14 OVERTIME POLICY (FAIR LABOR STANDARDS). It is the County's policy to comply with the requirements of the Fair Labor Standards Act (FLSA). Therefore, the County prohibits all improper deductions from the salaries of exempt employees and requires compliance with the FLSA for overtime pay. If an employee believes that an improper deduction has been made to his/her salary, or that the employee has not been paid the correct amount of overtime, the employee should immediately report this to his/her supervisor or the Assistant County Administrator. Reports of improper deductions or overtime payments will be promptly investigated. If it is determined that an improper deduction or overtime payment has occurred, the employee will be reimbursed.

- a. **Eligibility** - It is the policy of Douglas County that overtime work is not encouraged and will be avoided when possible. Overtime work must be approved in advance by the Department Head or other appropriate supervisor. An employee working unauthorized overtime may be subject to disciplinary action.
- b. **Compensation** - Two types of pay are available for overtime hours:
 - 1. **Cash**. The employee will receive cash compensation at a rate of one and one-half (1-1/2) times the employee's regular rate of pay.
 - 2. **Compensatory Pay**. The employee will receive one and one-half (1-1/2) hours of compensatory leave for each "overtime" hour worked. Maximum accumulation limits are not to exceed 480 hours for employees in public safety positions and 240 hours for other employees.

The availability of compensatory time will be determined by each Department Head. Should a Department Head allow the employees to choose the type of compensation, the employee must sign documentation of the choice, and the documentation must be forwarded to the Payroll office.

- c. **Utilization** - Approval of employee requests for use of compensatory time will be at the discretion of the Department Head. Requests will be granted within a reasonable period and must not unduly disturb the operations within the department. Department Heads, with the approval of the Assistant County Administrator, may pay out the value of the compensatory time accumulation to employees at any time.

9.15 LEAVE WITHOUT PAY. The Department Head may, at his/her discretion, authorize Leave Without Pay if the employee has utilized all accumulated vacation, compensatory, personal leave and, if appropriate, sick leave for circumstances which the Department Head deems warranted. The Department Head must notify the Assistant County Administrator of all approved Leave without Pay. Unless otherwise approved in writing by the Assistant County Administrator, such leaves are limited to thirty calendar days. If appropriate, the employee must submit a request for Family Medical Leave (Section 9.7). Unless specifically

authorized by the Department Head, time off without pay will be considered as an unauthorized absence (see Section 5.13).

- 9.16 LEAVE WITH PAY.** The Assistant County Administrator and Department Head can place an employee on Leave with Pay for administrative reasons for a limited period of time.

SECTION 10

BENEFITS

10.1 RETIREMENT

- a. **KPERS** - All Classified and Classified Exempt employees and Elected Officials become members of the Kansas Public Employees Retirement System (KPERS) as per K.S.A. 74-4901. Members contribute the appropriate percentage (established by KPERS) of their gross salary to their KPERS account. The County Clerk's Payroll Office will be responsible for the enrollment of employees in KPERS as well as assisting members with information and application of benefits. KPERS.org has resources for employee members of KPERS and KPF.
- b. **KP&F** - Classified and Classified Exempt employees and Elected Officials in designated public safety positions become members of Kansas Police & Fire (KP&F) immediately upon employment. KP&F is a division of and fully coordinated with the administrative structure of KPERS. Members contribute the appropriate percentage (established by KP&F) of their gross salary to their KP&F account. The County Clerk's Payroll Office will be responsible for enrollment in KP&F as well as assisting members with information and application of benefits. KPERS.org has resources for employee members of KPERS and KPF.

10.2 GROUP HEALTH INSURANCE.

- a. **Eligibility** - Any Elected Official, Classified, or Classified Exempt employee may join the Douglas County group health plan. Specific benefits are set forth in booklets which are available in the Personnel Office and on the Douglas County Intranet. If information in this Personnel Policy and the Summary Plan Description conflict, the information in the Summary Plan Description controls. Douglas County reserves the right to amend or terminate any of its benefit programs or to increase the employee premium contributions.
- b. **Retirees** - Group health insurance benefits will be extended to Classified and Classified Exempt employees and Elected Officials who retire from the County
 - i. **Retiree Eligibility**
 - 1. **Elected Officials:** Elected Officials who have served a minimum of four years and are of retirement age (as defined within the retirement plan in which they are participating).

2. Appointed Staff: Employees who have served a minimum of five (5) consecutive years and are of retirement age (as defined within the retirement plan in which they are participating).
 3. Notice. Retirees must provide written notification of their intent to retire to the Personnel Office at least thirty (30) days prior to their retirement date.
- c. Premiums - Premium charges may be as much as 150% of the employee premium, as determined by the Board of County Commissioners each plan year. Payment of premiums must be made to the Personnel Office by the first of the month for which coverage is being provided.
 - d. Coverage - Coverage shall be considered as a primary insurer until the retiree reaches the age of eligibility for Medicare, at which point the Douglas County health insurance plan shall automatically become a secondary insurer. Should a retiree on the health insurance plan choose to decline Medicare A and B benefits, the health insurance plan shall still pay as secondary insurer based upon an estimate of what Medicare A and B benefits would have been.
- 10.3 FLEXIBLE BENEFITS (CAFETERIA) PLAN.** Douglas County offers employees the opportunity, at their own expense, to participate in a Flexible Benefits Plan under IRS regulations. Eligible payments are payroll deducted before taxes. The plan year runs June 1 through May 31, and agreements to participate must be signed for the entire twelve (12) month period. More information is available in the Personnel Office.
- 10.4 CREDIT UNION.** The County is a member of the Midwest Regional Employees Credit Union. All employees are eligible for membership. Contact the credit union for additional information.
- 10.5 ATHLETIC CLUB MEMBERSHIP.** Douglas County shall allow payroll deduction for athletic club memberships in an amount to be established each year by the Assistant County Administrator. Agreements shall not extend beyond the calendar year, but may be renewed at the beginning of each calendar year. Contact the Personnel Office for additional information. The employee's use of such facilities is at his or her own risk. By authorizing the use of this membership, Douglas County in no way assumes liability for personal injuries sustained at an athletic facility.
- 10.6 DIRECT DEPOSIT.** Employees have the option of having their paycheck wired directly into their bank account(s) rather than receiving a paper check. This option may be initiated and terminated at any time. More information is available in the County Clerk's Payroll Office.
- 10.7 DEFERRED COMPENSATION.** Douglas County offers two deferred compensation plans which may be payroll deducted (before taxes). Employees participate at their own

expense. Brochures and contact names and telephone numbers for additional information may be obtained from the Personnel Office.

10.8 COMPUTER LEASE/PURCHASE PROGRAM. The purpose of this program is to assist County employees with developing and/or expanding computer literacy skills, so that these employees will improve their value to Douglas County and enhance their career progression potential. This is accomplished by assisting employees in acquiring computer equipment and software, which are similar and compatible with the equipment and software currently used by Douglas County, under favorable financial conditions.

a. **Acquisition of Equipment** - The employee purchases the equipment and Douglas County, in turn, purchases the equipment from the employee (except for the cost of sales tax) and leases it back to the employee through a payroll deduction plan (interest free). Upon final lease payment, the employee can purchase the equipment for \$1.00.

b. Program Requirements

- i. Eligibility - To be eligible for participation in the program, the employee's position must have an FTE of at least 0.50, the employee must have passed his/her introductory period, have at least a satisfactory performance rating, and not have any garnishments or other withholdings (except child support)against his/her salary. Once an employee has made a purchase through this program, the employee is not eligible to make another purchase until the first purchase has been paid in full.
- ii. Maximum - A maximum of \$1,620 will be made available toward the purchase of an approved computer system and/or printer, software and peripherals. PC systems are defined as complete systems and do not include purchasing components to upgrade currently owned systems. (Computer components are defined as internal parts, such as motherboards; complete systems are defined as equipment, such as a printer, monitor or CPU.)
- iii. Repayment - Repayment will be made over a maximum period of 52 pay periods. The employee may choose to pay the outstanding balance in full at any time.
- iv. Warranty and Insurance - A full parts and labor warranty must be included in the purchase for the entire lease period. Maintenance and other support will NOT be the responsibility of Douglas County. Employees must provide proof of insurance (Homeowner's or Renter's) for fire and theft coverage. Anti-virus software must be purchased for use on the computer system.

- c. **Documentation** - Administrative Services will be responsible for assisting employees in completing the Lease/Purchase Agreement with final approval by the Assistant County Administrator. Administrative Services will maintain necessary documentation, including financial records on the transactions and arrangements for payroll deduction. The Payroll Office will be responsible for maintaining accounts on lease payments. Please refer to the [Douglas County Computer Lease/Purchase Program](#) materials available on the County intranet site for additional information.

10.9 INTRANET. The County provides an intranet site for the use of employees. This site will contain documents of interest to the employee, such as the Personnel Policy, Health Insurance Plan, Payroll Facts, etc. It will also allow for posting of notices, including but not limited to items for sale, information about special events, calendar items, etc. All such postings must be handled by the Webmaster, and must meet the County guidelines established for such purpose.

10.10 CLOTHING

- a. **Clothing** - (other than uniforms). For commissioned officers in the Sheriff's Office who are requested to wear street clothing instead of a uniform, and for corrections officers in the Youth Services Department, the County may provide a clothing subsidy at a rate to be determined by the department head. Such subsidy will be considered compensation, and thus taxable income, under IRS regulations.
- b. **Work Boots** - In situations where employees are requested to wear specific footwear, the County may provide a boot subsidy at a rate to be determined by the Department Head. Such subsidy will be considered compensation, and thus taxable income, under IRS regulations.

10.11 REIMBURSEMENT OF TRAVEL EXPENSES. The reimbursement of employee travel expenses are subject to the following rules:

- a. The expense must be ordinary and necessary in the conduct of County business, i.e., the employee must have paid or incurred a deductible expense while performing services as an employee of the County.
 - i. Meals purchased while on overnight travel for the County are included.
 - ii. Douglas County will not reimburse the employee for alcoholic beverages.
 - iii. See Appendix D: Meal Expense Policy for additional information.
- b. The employee must adequately account to the County for such expenses within 60 days after they were paid or incurred.

- c. The employee must return any excess reimbursement within 120 days after the expense was paid or incurred. An excess reimbursement is any amount that is more than the business-related expenses for which the employee properly accounted.
- d. See Appendix E: Reimbursement of Employee Travel Expenses for additional information.
- e. MILEAGE - The reimbursement of employee travel expenses are subject to the following:
 - i. Requests for reimbursement must include the destination and purpose of the travel, the year, model, and make of the vehicle, the vehicle tag number, and the total miles. Any toll charges paid may be included in the request.
 - ii. Employees are encouraged to use Douglas County vehicles for out of town travel, unless otherwise directed by the Department Head.

SECTION 11

EMPLOYEE ASSISTANCE PROGRAM

- 11.1 PURPOSE.** Douglas County sponsors an employee assistance program to provide a resource for employees to deal with personal issues that may be impacting the workplace. Administrative Services is responsible for administering the service. Information on the program can be obtained from Administrative Services.

SECTION 12

PERSONNEL SYSTEM

- 12.1 CLASSIFICATION SYSTEM & PAY PLAN.** The Assistant County Administrator will be responsible for maintaining and updating the Douglas County Classification System and Pay Plan, as approved by the Board of County Commissioners. The County Administrator will have the authority to reallocate positions by two (2) grade levels, to reclassify any position within the classification system, and to create new positions when appropriate. All other changes to the classification system or pay plan must be authorized by motion of the Board of County Commissioners. With the exception of the County Administrator, County Commissioners, and District Attorney, all Classified, Classified Exempt, and Elected positions will be assigned to the classification system and pay plan.

12.2 COMPENSATION PLAN

- a. **Merit-Based Pay and Performance Evaluation –**

- i. PHILOSOPHY ON MERIT. Superior performance by Douglas County employees will be rewarded through merit compensation. The standard for superior performance will be established through the performance evaluation system.

b. Performance Evaluation System Rules –

- i. All performance evaluations, EXCEPT for employees who have not completed at least six (6) months of service on November 30, will be administered by the end of November of each year. Completed (and signed) evaluations will be forwarded to the Personnel Office immediately.
- ii. It is at the discretion of the Department Head to conduct evaluations on employment anniversary or in November of each year so long as they are submitted to the Personnel Office by the end of November each year.
- iii. Evaluations for introductory employees MUST be submitted to the Personnel Office on or around the employee's six-month anniversary and on or around the employee's first anniversary date.
- iv. The immediate supervisor and the Department Head will review the evaluation before it is discussed with the employee.
- v. Employees may submit comments regarding performance evaluations.
- vi. The evaluation form will be signed by the employee, supervisor, and the Department Head prior to being forwarded to the Personnel Office. Employees refusing to sign the evaluation form will not be eligible for a merit award and a witness will be asked to sign the form (in the employee's presence) acknowledging that the employee reviewed the form but refused to sign it.
- vii. Employees must have successfully completed six (6) months of service on November 30 in order to be eligible for a merit award.
- viii. For ranking purposes, each department will be considered as one group except as determined by the Assistant County Administrator. All management staff, as determined by the County Administrator, will be considered as one group. Funds for these merit increases will come from the applicable departmental budgets.
- ix. Each November the Assistant County Administrator will provide each Department Head with a list of proposed merit increases. Total merit increases for each evaluation group may range from 0% to 4%, with the average of the group being that established annually by the Board of County Commissioners. Included in the group for determination of the average merit will be all employees who left the service of the County after May 31 with an assigned merit of 0. Department Heads may recommend merit amounts, but awards must be consistent with the performance evaluation scores for that year and must remain in ranked order. Final approval of awards will be made by the Assistant County Administrator.
- x. Merit awards will be added to the employee's base salary until the employee reaches the maximum salary in his/her assigned pay grade, at which point merit

awards are provided to the employee in the form of a lump sum payment.

xi. Merit Awards

- Merit awards will be added to the employee's base salary until the employee reaches the maximum salary in his/her assigned pay grade, at which point merit awards are provided to the employee in the form of a lump sum payment.
- Merit awards will be distributed on the paycheck that represents the second full pay period in January.

c. **Market-Based Pay** - Douglas County uses a market based system to target increases in the marketplace to ensure that pay ranges stay competitive. Pay ranges will vary according to job families, based on market-based data. As part of the annual budget process the County Commission will determine pay range increases by the minimum percentage recommendation. Job families with a higher than minimum recommendation will receive the difference in pay but the pay range will not be further adjusted. Market adjustments will be distributed on the paycheck that represents the first full pay period in January.

d. **Longevity Pay –**

- i. ELIGIBILITY - Longevity pay will be awarded to all employees with an FTE of 0.50 or higher. There shall be no pro-ration in dollars received based on FTE value. The employee shall have 60 months of continuous service as of the end of the last full pay period in October each year. In cases of employees that have left the County and returned, the most recent hire date will be utilized in the determination of eligibility and the resulting payment.
- ii. PAYMENT - Award amount is \$50 per year after five years unless otherwise designated by County Commission. There is no cap on the dollar amount received by employee. Payment will be included in the employee's first check in November each year. November 10th, 2016 will be the first payment. Payment includes the "waiting period" of five years.

12.3 ON-CALL COVERAGE. Douglas County recognizes that situations occur after regular working hours that necessitate call back of some employees. On-call employees will not engage in activities that would prevent them from complying with Section 13 or any other provision of the Douglas County Personnel Policy, performing their required duties, receiving their on-call summons, or responding to a situation within the designated time frame.

a. **Notification** - Employees subject to on-call status will be notified in writing by their Department Head with a copy to the Director of Administrative Services. Call back procedures will be spelled out either in that memo or in a departmental regulation.

- b. **Exemptions** - Department Heads will have the authority to make discretionary exceptions to the call back policy for employees with special circumstances, such as illness, personal emergencies, scheduled vacations, etc.
- c. **Compensation** - On-call compensation will be established by the Assistant County Administrator for all hourly County employees.
- d. **Failure to respond** - Failure to reach a designated on-call employee may result in disciplinary action. Trades for on-call schedules must be pre-approved by the appropriate supervisor(s). If approved, the scheduled on-call employee is ultimately responsible for ensuring that coverage is maintained and that all necessary staff are notified of any change.
- e. **Response time** - Once the designated on-call employee is notified that his/her services are required, response should be as quickly as possible. Each department will set maximum response times.

SECTION 13

WORK ENVIRONMENT AND WORKPLACE SAFETY

13.1 PURPOSE. Douglas County has a long standing commitment to maintain high standards for employee safety and health.

13.2 DRUGS AND ALCOHOL. Douglas County recognizes that alcohol and drug abuse in the workplace has become a major concern. We believe that by reducing drug and alcohol use, we will improve the safety, health, and productivity of employees. The object of Douglas County's alcohol and drug policy is to provide a safe and healthy workplace for all employees, to comply with federal and State health and safety regulations, and to prevent accidents. Employees must not manufacture, distribute, dispense, possess, or use controlled substances without a valid prescription or use or possess alcohol while on Douglas County property or during the work day.

Employees are prohibited from:

- Having consumed enough alcohol to have a blood alcohol concentration of 0.04 or greater while on duty.
- Possessing or using alcohol while working or otherwise on duty.
- Consuming alcohol within four (4) hours before reporting to work.
- Using, possessing, manufacturing or distributing controlled substances (except when prescribed by a physician or other licensed health care provider. If a prescribed controlled

substance may impact performance of the employee's job duties, the employee must notify their supervisor who, in consultation with the Assistant County Administrator, will determine whether or not the employee can safely perform the employee's duties while taking the medication.

- Having a positive test for controlled substances (other than as prescribed by a physician or other licensed health care provider) or alcohol.
- Refusing to submit to any required drug or alcohol testing.

13.3 POST-ACCIDENT TESTING FOR ALL EMPLOYEES

- a. **DOT Drivers** - Following a motor vehicle accident (as defined by Kansas statutes) involving a Douglas County vehicle or equipment within the boundaries of Douglas County, the driver will immediately be tested for both alcohol and controlled substances. Motor vehicle accidents in a Douglas County vehicle occurring outside of Douglas County must be reported immediately to the employee's department head, who will have the discretion to request post-accident testing.
- b. **All Other Employees (not limited to Safety Sensitive or Public Safety Employees)** - Following a motor vehicle accident (as defined by Kansas statutes) involving a Douglas County vehicle or equipment within the boundaries of Douglas County which results in an injury to anyone, or in all instances where an accident resulted in more than minor property or equipment damage, or if the employee was the driver of a vehicle and received a citation for a moving traffic violation, the driver will be immediately tested for both alcohol and controlled substances.
- c. **Random Testing**
 - i. Safety Sensitive Employees - Each calendar year, at least fifty percent (50%) of the employees in safety-sensitive positions will be tested for controlled substances and ten percent (10%) of the employees DOT covered positions will be tested for alcohol. These employees will be selected randomly throughout the calendar year. This testing will be unannounced and will be coordinated by the Assistant County Administrator. The employee must report to the testing site immediately upon notification. Testing will be conducted while the employee is on duty; alcohol testing will only be conducted immediately before, while or just after an employee performs a safety sensitive function.
 - ii. Public Safety Employees - Public Safety employees are subject to unannounced random testing for controlled substances. Such testing will be coordinated by the Assistant County Administrator. The employee must report to the testing site immediately upon notification.

- d. **Reasonable Suspicion Testing** - The County will require an employee in any position to submit to an alcohol test and/or a controlled substance test when the County has reasonable suspicion to believe that the employee has violated the County and/or federal regulations regarding use of alcohol and/or controlled substances during, just preceding, or just after performing work duties or just before the employee is to perform safety-sensitive functions. Reasonable suspicion criteria include, but are not limited to, "specific, contemporaneous, articulable observations, concerning the appearance, behavior, speech or body odors" of the employee.
- e. **Return to Duty Testing** - If an employee has been off duty due to conduct prohibited in this policy, the employee must test negative to an alcohol and/or controlled substance test, whichever is applicable, prior to returning to duty.
- f. **Follow-Up Testing** - Any employee (not limited to Safety Sensitive and Public Safety employees) who has failed a drug screen test and/or alcohol test will be subject to future unannounced follow-up alcohol and/or controlled substance testing.

13.4 TESTING PROCEDURES. All tests will be performed at the medical facility designated by Douglas County. The professionals performing the testing for safety sensitive positions will be trained with respect to DOT regulations and the test results will be reviewed by a Medical Review Officer, who will be responsible for communicating results to the employee and to the Assistant County Administrator. All drug and alcohol testing will be conducted in compliance with the federal DOT procedure listed in 49 CFR 40 & 655.

- a. **Alcohol** - A breath screening device will be used for alcohol testing and shall comply with 49 CFR 40.
- b. **Controlled Substance** - A urine sample will be requested under the direct observation of a trained professional. The sample will be sealed and initialed in the presence of the employee.
- c. **Positive Results** - If the result of the initial drug screen test is positive, a further confirmation test will be performed on the same sample. The second test will be a gas chromatography/mass spectrometry test. If the result of the initial alcohol test is 0.04 or greater, a second breath test will be performed with a printout of the results.

13.5 REFUSING TO SUBMIT TO TESTING. Compliance with this testing policy is a condition of employment for all Douglas County employees (regardless of position). Any employee refusing to submit to a post-accident test, a random test, a reasonable suspicion test, return to duty test, or a follow-up test for either alcohol or controlled substances will not be permitted to return to work and will be considered suspended without pay. Such

refusal will constitute insubordination under the Douglas County Personnel Policy and may result in disciplinary action up to and including termination.

Behavior that constitutes refusal to test:

- Refusing to provide specimen. This includes an insufficient volume of urine without a valid medical explanation.
- Tampering with, adulterating, or substituting a specimen.
- Failing to appear for testing within sixty (60) minutes of being notified.
- Leaving the scene of an accident without just cause prior to submitting to a test.
- Leaving collection facility prior to test completion.
- Failing to permit an observed or monitored collection when required.
- Failing to take a second test when required.
- Failing to undergo a medical examination when required.
- Failing to cooperate with any part of the testing process.
- Failing to sign the alcohol test form.
- Once test is underway, failing to remain at site and provide a specimen.

13.6 CONSEQUENCES FOR VIOLATIONS OF SECTION 13. Violations of this Section 13 are considered a serious offense and will result in disciplinary action.

- a. Employees who have an alcohol concentration of 0.04 or greater and/or employees who have a positive drug screening result will be subject to disciplinary action up to and including termination.
- b. When termination does not occur, employees will be required to use the Douglas County Employee Assistance Program.
- c. In consultation with the Assistant County Administrator the employee will be expected to follow the rehabilitation program established by a substance abuse professional, including, but not limited to, providing verification of participation in such program.
- d. Repeated violations of this section by an employee may result in termination.
- e. Before an employee may return to work after a violation of this policy, the employee will undergo a return-to-duty alcohol and/or drug screening test, and must have a result of less than 0.02 blood alcohol concentration and/or a negative drug screen result.

13.7 EMPLOYEE ASSISTANCE PROGRAM. Administrative Services is responsible for administering the service. Information on the program can be obtained from Administrative Services. See Section 11.1 of the Douglas County Personnel Policy for specific details on the use of this program.

13.8 GUNS OR OTHER WEAPONS. Applies to all Douglas County employees except (1) law enforcement officers commissioned by the Douglas County Sheriff, and (2) the district attorney and assistant district attorneys that have been authorized by the district attorney pursuant to K.S.A. 75-7c10(f)(2), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

a. Purpose

- i. Employees covered by this policy are prohibited from carrying handguns at the County's place of business, including but not limited to the County buildings listed in ***Appendix F: Employee Conceal Carry Policy*** which appendix is affixed hereto and is incorporated herein by reference.
- ii. The Kansas Personal and Family Protection Act, K.S. A. 75-7c01 et. seq., allows employees, who are legally qualified to possess a handgun, to carry a concealed handgun while on duty away from the County's place of business.
- iii. The purpose of this policy is to establish requirements and expectations for all County employees electing to carry a concealed handgun while on duty when away from the County's place of business.
- iv. It is the overarching intent of the County and this policy to comply with State law while maintaining a safe and efficient operation for all employees and the public.

b. Applicability

- i. This policy applies to all County employees, except that it shall not apply to (1) law enforcement officers commissioned by the Douglas County Sheriff, and (2) the District Attorney and Assistant District Attorneys that have been authorized by the District Attorney pursuant to K.S.A. 75-7c10(f)(2), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district. Further, it shall not apply to any employee expressly authorized to carry a weapon as part of the employee's official job duties for the County, Douglas County Sheriff or the District Attorney.
- ii. This policy governs concealed carry under limited circumstances. The open carry of handguns or other weapons by employees continues to be prohibited under any circumstance.
- iii. The carrying of a handgun is not within the course and scope of County employment and not a part of the employee's duties.
- iv. Generally, any injury sustained by the use or carrying of a concealed handgun while on duty will not be considered arising out of and in the course of employment for the purposes of Kansas workers' compensation law or personal injury claim.
- v. Any liability associated with the employee's decision to carry a concealed handgun will be of a personal nature to the employee and will not be defended or indemnified by the County since the carrying of a concealed handgun is outside the scope of County employment and not part of the employee's duties.

- vi. The County is not responsible for any damaged or stolen personal property, including handguns or gun lockers, of employees.

c. General Provisions

- i. If he or she is legally qualified to do so, an employee may carry a concealed handgun when he or she is away from the County's place of business, subject to the provisions set out in this policy.
- ii. Employees are prohibited from carrying weapons, as that term is defined in Appendix F ,Section O while on duty, except that employees may carry a concealed handgun in accordance with this policy.
- iii. The election of an employee to carry a concealed handgun must not interfere with the employee's ability to perform any duties, must not obstruct any required safety equipment and must not unreasonably delay an employee's deployment to an assignment or duty.
- iv. Employees are prohibited from cleaning a handgun or handling ammunition while on duty.
- v. The employee must conceal his or her handgun in a secure manner on his or her person in a proper holster, with all safety features employed.
- vi. The employee must be truthful when asked by his or her supervisor whether he or she is carrying a concealed handgun.
- vii. The employee must abide by all Federal, State, and local laws, including those related to concealed carry, such as not entering any building - private or public – legally prohibiting concealed carry.

d. Concealment Required

- i. An employee electing to carry a concealed handgun while on duty and away from the County's place of business may not openly carry the handgun or knowingly expose it in any way such that it is visible to others. That includes a prohibition against carrying a handgun such that "printing" is visible, including a bulge or outline of the handgun underneath the employee's clothing.
- ii. An employee may not leave a handgun in plain view or unattended.
- iii. An employee electing to carry a concealed handgun while on duty must carry the handgun on his or her person at all times and within his or her immediate control and possession. An employee may not leave a handgun in or on a desk or workstation, or in a purse, bag, lunchbox or other storage container left in a gun locker, office, or other place on County property, with the limited exception of leaving it in a County vehicle pursuant to Section F below.

- e. County's Place of Business.** Employees are prohibited from carrying firearms, whether open or concealed, at the County's place of business.

f. County Vehicles. See Section 5.10.

g. Private Vehicles

- i. Employees may store a handgun within their personal vehicle when it is parked on County property, provided it is stored outside of plain view and the vehicle is locked when the employee is not inside the vehicle.
- ii. The County is not responsible for any theft, damage or loss of a handgun, personal vehicle, or personal property.

h. Private Property

- i. Employees who enter private property while on duty are required to comply with any restrictions established by the private property owner.
- ii. If a private property owner or other authorized person states or otherwise communicates that concealed carry is prohibited, the employee is prohibited from carrying a concealed handgun into the property and must securely store the handgun in either his or her personal vehicle or, if the employee uses a County vehicle in the course of his or her employment, a County vehicle, in compliance with Section F above.

i. Threatening Conduct Prohibited

- i. Employees are prohibited from making any threats of violence or intimidating others.
- ii. Employees are prohibited from harassing others or otherwise creating a hostile, intimidating, or fearful work environment to a reasonable person.
- iii. Employees are prohibited from participating in violent or assaultive confrontations with other employees or members of the public, unless such confrontations are in lawful self-defense and not provoked by the employee.
- iv. Employees are prohibited from showing or making verbal reference to carrying a handgun or other weapon in a threatening manner, or brandishing or pointing a handgun or other weapon to others.

j. Notice to Supervisor

- i. An employee electing to carry a concealed handgun while on duty must inform his or her supervisor that he or she is carrying a concealed handgun before reporting to work. Such notice must be provided each time the employee reports to work, including scheduled shifts and any extra duty work.
- ii. An employee who discharges or otherwise uses or displays a handgun while on duty must immediately report such use or display to his or her immediate supervisor.

k. Reporting a Policy Violation

- i. Any employee who believes in good faith that an employee has violated this policy is required to report the matter, verbally or in writing, as soon as possible to his or her immediate supervisor or to the Assistant County Administrator, without regard to the chain of command.
 - ii. A supervisor, upon receiving notice of an alleged violation of this policy, shall immediately notify the Department Director and the Assistant County Administrator so that guidance and assistance may be provided.
 - iii. Retaliation against any employee for reporting a violation of this policy or participating in an investigation is strictly prohibited.
 - iv. Employees shall cooperate in any personnel investigation conducted pursuant to this policy.
- l. Investigation** - In the event that a County employee discharges a firearm while on duty, or threatens a person with a handgun or other weapon while on duty, the Douglas County Sheriff's Office, or another law enforcement agency, shall investigate the incident. Such actions while on duty may result in criminal charges and / or disciplinary action, up to and including termination.
- m. Sanctions** - Violation of this policy by a County employee may result in disciplinary action, up to and including termination from employment.
- n. Additional information** - Please see Appendix F: Employee Conceal Carry Policy for additional information.

13.9 DRESS. Employees shall dress according to the position held. All employees are expected to wear some type of footwear while at work. Appropriate dress will vary by occupation, but all employees are expected to abide by custom or policy established by the Department Head.

13.10 SEXUAL HARASSMENT. Employee shall not sexually harass other employees or the general public. See Section 1.3 for the statement of Non-Harassment and Appendix G: Harassment-Free Workplace Policy for additional information.

13.11 SMOKE-FREE WORK PLACE. Employees shall not violate the Smoke Free Work Place regulation established by the County Commissioners in Resolution 93-15. This resolution prohibits smoking within a building which is owned or leased by Douglas County, and specifies that there will be no designated smoking areas within any Douglas County owned buildings.

13.12 VISITORS AND TELEPHONE CALLS. Personal visits and telephone calls shall be allowed at the discretion of the Department Head. Excessive personal telephone calls and excessive attention to personal business may lead to disciplinary action (Section 6).

APPENDIX

Appendix A	Mobile Device Policy
Appendix B	Computer Security and Use Policy
Appendix C	Social Media Policy
Appendix D	Meal Expense Policy
Appendix E	Reimbursement of Employee Travel Expenses
Appendix F	Employee Conceal Carry Policy
Appendix G	Harassment-Free Workplace Policy

Information Technology Department

Mobile Device Policy

Purpose:

The purpose of this Policy is to set guidelines and requirements as to the appropriate use, security, support of, assignment of, governance, and responsibilities for the use of mobile devices, whether owned solely by Douglas County or supplied by any person for any purpose germane to the work flow processes of the Douglas County, Kansas government. This Policy shall apply to Douglas County employees and employees of other affiliated entities, agencies, and contractors using a Mobile Device to access the Douglas County network. This Policy also includes the use of intellectual property used, downloaded, stored, etc. by mobile technology and communication devices.

Definitions:

1. Mobile Device: Any device or medium not permanently connected to the Douglas County network used for the purpose of receiving, sending, or storing information. This may include, but is not limited to, cell phones, laptops, computers, smart phones and tablets.
2. Exempt Employee: Any employee considered Exempt from FLSA (Fair Labor Standards Act) guidelines.
3. Non-Exempt: Any employee that is non-exempt under the FLSA (Fair Labor Standards Act).

Responsibilities and Enforcement of this Policy:

1. Douglas County sets forth this Policy in an effort to meet organizational goals, improve employee satisfaction, to improve efficiency for county departments, agencies, courts, authorities, and employees by enabling the use of Mobile Devices, and enabling those devices with access to county resources (such as email).
2. Each Douglas County employee, and any other person subject to this Policy, is responsible for the conditions set forth within this Policy, as well as any other employee policy set forth within the Douglas County Personnel Policy or elsewhere, and any subsequent policy set forth by the department, agency, court, authority, etc. for which an employee works within Douglas County, Kansas government.
3. The County Administrator, Department Directors, Division Directors, Elected Officials, Managers, and Supervisors at all levels shall fully understand this Policy and be responsible for any employee under his/her management for meeting the requirements set forth within this Policy, and shall communicate the requirements of this Policy for any and all persons that this Policy applies.

4. The Information Technology Department Director or designee shall oversee all technical aspects of enforcing this Policy, including creating and updating all approval forms, etc. which enable mobile devices to access county resources.
5. Every user of a Mobile Device with access to the Douglas County network must use reasonable care to protect Douglas County data and to prevent unauthorized access to the Douglas County network.
6. Information used or stored on any Mobile Device shall be considered as important for security as any paper document in the operation of county business.
7. Violations of this Policy will subject the Mobile Device to disconnection from the Douglas County network. In addition, the violator will be subject to normal departmental and/or county enforcement policies, up to and including termination as per the Personnel Policy.

County Purchased Mobile Devices:

1. All cell phones and smart phones that Douglas County purchases for its employees shall be purchased through the Douglas County Administration Services Department.
2. All tablets and other mobile computing devices that Douglas County purchases for its employees shall be purchased through the Douglas County Information Technology Department.
3. The need for a county purchased Mobile Device is determined by each Department Director and/or Division Director. If the cost of the Mobile Device was not included in the current budget, it must be approved by the Administrative Services Director and the Information Technology Director.
4. The Information Technology Department in conjunction with Administration Services Department shall have sole authority to determine the type and model of any Mobile Device that Douglas County purchases.
5. Any mobile device that connects to the Douglas County network shall be managed by MDM (Mobile Device Management) software. This includes any device that accesses Douglas County email, phone system, or other system or resource located within the Douglas County network.
6. Conditions which must be met for any Mobile Device to be enabled to access Douglas County email:
 - a. All Mobile Device users must sign Section A of the Mobile Device Security Request Form acknowledging the employee has read this Policy, and agrees to abide by all policy statements within.
 - b. The Employee then must obtain the signature of the Employee's Department Director on Section B of the Mobile Device Security Request Form, acknowledging the director's approval that connection will assist the employee in performing his or her job.
 - c. All requests for email enabled devices are handled through the employee's department and must be approved by the Department Director.

- d. If the Department Director approves the request they will notify the Information Technology Department by putting in a help desk ticket with the request.
- e. All Department Directors and/or equivalent shall be aware of FLSA and appropriate use of email for Exempt and Non-Exempt employees.
- f. If at any time any email enabled device is lost or stolen, the employee for whom the device is assigned is responsible for immediately reporting the loss to the Information Technology Department. The Information Technology Department shall then remotely disable, lock, and/or “wipe” the device, thereby rendering the device inoperable.
- g. All email enabled devices shall be required to automatically “Lock” after a reasonable period of inactivity (no longer than 5 minutes), and must be password protected to “unlock” the device. This is to ensure that a device left unattended will not be able to access devices or information by unauthorized persons.
- h. Non-Exempt Employees granted access to email on mobile devices shall strictly follow work schedules when replying to or sending any email request. Replying or sending when not at work or otherwise “on the clock” is not authorized for Non-Exempt Employees without explicit written directions from the Department Director and/or the County Administrator.

BYOD (Bring Your Own Device):

In an effort to satisfy demand from Douglas County employees and employees of other affiliated entities, agencies, and contractors using a Mobile Device to access the Douglas County network, Douglas County sets forth the following policies to allow for personally owned technology enabled devices to access resources within the Douglas County network. These include, but are not limited to, smart phones, tablets, laptops, GPS, etc. utilizing a variety of operating systems and varied technologies:

- 1. There must be a clear business need for access to the Douglas County network.
- 2. Any personal device enabled to access any resource provided within the Douglas County network and the employee given access to said resources on his/her personal device SHALL adhere to all policy statements within this Policy, Personnel Policy, any supplemental departmental policies that are more stringent, such as Standard Operating Procedures. The security, password protection, and use requirements applicable to County purchased Mobile Devices shall apply to personally owned Mobile Devices that have access to the Douglas County network.
- 3. Any employee requesting their personal device to be enabled to access Douglas County network resources (such as email) must read and fully complete Section A and Section B of the Mobile Device Security Request Form which must include the signature of the employee requesting access AND the Department Director.

4. Employees granted access to Douglas County network resources on their personal devices shall allow the Information Technology Department to have the ability to remotely manage some aspects on the device for which access is granted. Employee understands this gives the Information Technology Department the ability to manage, disable, lock, change passwords, track, and wipe any device under the management platform.
5. Employee acknowledges that if the Mobile Device is lost or stolen, he/she must report the loss to Information Technology Department immediately.
6. Personal Devices given access to Douglas County network resources shall be managed in a way which is capable of remotely disabling, locking or wiping the device. It will not be the responsibility of Douglas County, or Douglas County Information Technology Department to maintain, safeguard, backup, protect the employee's personal device and/or data.
7. When using a personally owned device for Douglas County business, information contained on that device could be the subject of a Kansas Open Records request, court discovery or other legal investigation. If this occurs, the employee will be required to relinquish the device and provide all necessary passwords to fulfill the Open Records request, court discovery or legal investigation.
8. The Information Technology Department will not provide technical support for any personally owned Mobile Device, except to provide initial setup, security and to disable, lock, and/or wipe devices when needed to ensure the security and integrity of the Douglas County network. Employees are encouraged to utilize the Internet www.google.com, youtube.com, and user groups), third parties, and their devices manufacture resources for any problem resolution with their personally owned device.
9. Failure to meet any of the conditions set forth within this Policy may result in the termination of access to Douglas County network resources, disciplinary procedures by the employee's Department or the County Administrator or their designee up to and including termination and seizure of the device used in the violation.

Other General Issues:

1. APPS (Applications) on mobile devices:
 - a. Unless previously approved by the Department Head and budgeted for, no applications shall be downloaded to any device that cause a charge, invoice, withdrawal, etc. to any County funding mechanism, credit mechanism, or purchasing mechanism.
 - b. Consumer Grade mobile devices are generally capable of downloading and using APPS (Applications or programs). The Information Technology Department may at its discretion limit, restrict, or allow the capability for devices granted access to Douglas County network resources the ability to download and use commercially available Apps.
 - c. If at any point Information Technology Department discovers any downloaded App has, or has the potential to compromise security to the network, the Information

Technology Department shall disable, lock, and/or wipe the compromised device as soon as possible, and render it unusable for network access. The Information Technology Department will report the incident to the Department Director or equivalent of the employee whose device was deemed to be compromised.

- d. It shall be considered a violation of this Policy for any device approved for connection to the Douglas County network to be “hacked”, “Jail Broken”, “rooted”, or any changes to the operating system provided by the manufacturer. Any unauthorized changes to the Operating System of any device compromises security, and will result in termination of service to the device.
- e. Other “for a fee” downloads such as Music, Videos, Movies, etc.: It is the sole responsibility of the end user / employee to pay for any downloaded media of any type for which a fee is charged. It shall not be the responsibility of the County including the Information Technology Department, to backup, maintain, or otherwise protect any personally downloaded application, content, music, video, movie, etc. unless expressly approved and paid for by Douglas County.

Attachments: See the [“Mobile Device Security Request Form”](#)

Reviewed By:	Jim Lawson, IT Director	Date:	09/08/16
Approved By:	County Commission	Date:	04/01/15
Last Updated By:	Jim Lawson	Date:	09/08/16

Douglas County, Kansas
Information Technology Department
Mobile Device Security Request Form

Section A: Acknowledgement (All Employees)

I acknowledge that I have received and read the Douglas County Mobile Device Policy, dated April 1, 2015, that includes sections on **Responsibilities and Enforcement**, **County Purchased Mobile Devices**, **BYOD (Bring Your Own Device) requirements**, and **Other General Issues**. I also acknowledge that I am responsible for complying with policy requirements.

I am requesting (check one):

- ☐ **County supplied Mobile Device** access to Douglas County network
- ☐ **Personally owned Mobile Device** access to Douglas County network

Name: _____

Signature: _____

Date: _____



Section B: Director Approval

I approve the Mobile Device requested in Part A and acknowledge that access to the Douglas County network will assist the employee in performing his or her job functions.

- ☐ Non-Exempt Employee

Director Name: _____

Director Signature: _____

Date: _____

Please forward this completed form to the Information Technology Department

Computer Security and Usage Policy

Introduction

Computer information systems and networks are an integral part of daily business at Douglas County (KS). The county has made a substantial investment in human and financial resources to create these systems.

The enclosed policies and directives have been established in order to:

- Protect this investment.
- Safeguard the information contained within these systems.
- Reduce legal risk.
- Protect the goodwill of the county.

Definitions

Internal e-mail – computerized electronic mail communications that provides Douglas County personnel an efficient way to conduct County business within and between County offices. Currently Douglas County uses Microsoft Outlook to send and receive internal e-mail.

External e-mail – computerized electronic mail communications that provides Douglas County personnel a way to conduct County business with outside agencies via the Internet or other network service.

The Internet – A worldwide computer network that connects several thousands of businesses, schools, research foundations, individuals, and other networks.

Viruses - Computer viruses are programs designed to make unauthorized changes to programs and data. Therefore, viruses can cause destruction of county resources.

Downloads – A data copy (typically an entire file) that originated from a source server. The term is often used to describe the process or the resultant files that have been copied from a server located on the Internet.

Violations of the Security and Usage Policy - Violations of this policy may result in disciplinary action in accordance with the current “Douglas County, KS Personnel Policy”. Failure to observe these guidelines may result in the loss of Douglas County computer network access and disciplinary action by the County depending upon the type and severity of the violation, whether it causes any liability or loss to the county, and/or the presence of any repeated violation(s).

Contents

The topics covered in this document include:

- Statement of policy responsibility
- Privacy and Ownership of Data
- The Internet and e-mail
- Downloads
- Computer viruses
- Access codes and passwords
- Physical security
- Copyrights and license agreements

Statement of policy responsibility

General responsibilities pertaining to this policy are set forth in this section. The following sections list additional specific responsibilities.

Department Head responsibility:

Ensure that all appropriate personnel are aware of, have read, understand, and sign this policy.

IT Department responsibilities

The IT department must:

1. Develop and maintain written standards and procedures necessary to ensure implementation of and compliance with these policy directives.
2. Provide appropriate support and guidance to assist employees to fulfill their responsibilities under this directive.

Privacy and Ownership of Data

Any person using County owned equipment shall have no expectation of privacy dealing with any files that are stored on the device, or any transactions that occur on the device, or any other action involving the device. All files and data that are stored on a device are the property of Douglas County and the County reserves the right to inspect these files at any time. Records of all transactions that occur on the device are the property of Douglas County and the County reserves the right to review the transactions at any time.

Any person that logs in to the County network shall have no expectation of privacy dealing with any activity that occurs on the County network. The county reserves the right to monitor all network activity and will review the logs for usage which violates this policy and/or any local, state or federal laws.

The Internet and e-mail

E-Mail Purpose

Electronic mail has been provided to employees to efficiently conduct County business within and between County departments and with other organizations with which the County has associations. Communication by e-mail is encouraged when it results in more efficient and effective communication and to enhance the ability of County employees to provide efficient and effective customer service.

Internet Purpose

Internet access has been provided to County employees so that they might gather information from other professionals on business-related topics, research topics related to their work, and to acquire information to assist in increasing job knowledge and function. All such communication should be for professional reasons, and conducted in a manner that is ethical, lawful, and presents a positive image of the County. A list of guidelines is provided below:

Usage Guidelines for Internet and E-mail (internal and external)

1. The use of these services shall be for lawful purposes only.
2. Transmission of harassing, threatening, rude or obscene material (as defined by U.S. and local law) is prohibited.
3. The use of these services to send copies of documents or files in violation of copyright laws is prohibited.
4. The use of these services to send copies of documents or files in violation of privacy laws is prohibited.
5. These services are not to be used for chain letters (i.e., messages containing instructions to forward the message to others), job searches, or advertisement of personal business. Messages broadcast to all employees for general employee review shall be only for the purpose of conducting County business communications.
6. These services are not to be used for personal gain, advancement of individual views, or soliciting or proselytizing on behalf of other causes or organizations.
7. Sending any personnel action as an e-mail message, including disciplinary action and performance appraisals is prohibited.
8. The use of e-mail to harass or intimidate others or to interfere with the ability of others to conduct County business is prohibited.
9. Composing or sending e-mail messages that contain racial or sexual slurs or jokes, innuendo, or any material of an inappropriate, slanderous, defamatory, fraudulent, sexually oriented, or derogatory nature is prohibited.
10. All messages communicated on the Internet should have your name attached. No message should be transmitted under an assumed name, and users should not attempt to obscure the origin of any message.
11. All messages created, sent or retrieved through our e-mail system may be regarded as public information. Conduct yourself accordingly and don't put anything in your e-mail messages that you wouldn't want to see on the front page of the newspaper or be required to explain in a court of law.

Confidentiality/Ownership

Employees who use e-mail provided by the County cannot be guaranteed absolute privacy. All e-mail messages or Internet communications composed, sent or received electronically using County resources are and remain the property of the County.

As a routine, the County will not monitor electronic mail messages. The County does, however, reserve the right to access messages at any time, including but not limited to the circumstances listed below.

1. All communications including text and images may be disclosed if required by law to do so or to conduct county business, without prior consent of the sender or receiver.
2. Upon termination of employment with the County.
3. When necessary to investigate a possible violation of a County policy including but not limited to the Computer Security and Usage Policy or a breach of the security of the electronic mail system.
4. In the event there is reasonable suspicion that a user has committed or is committing a crime against the County or for which the County could be held liable.
5. In the course of an investigation triggered by indications of impropriety or as necessary to locate substantive information related to incidents of impropriety.

All messages should be treated as confidential by other employees and accessed only by the intended recipient or someone the recipient has given access to. County employees are not authorized to retrieve or read any e-mail messages that are not sent to them.

Personal use of e-mail and Internet access

Personal use of e-mail and Internet access is permitted when it does not generate a direct cost for the County, when personal use does not interfere with the user's employment or obligation to the County, when it does not create a security or liability risk to the County and when such use neither expresses nor implies sponsorship or endorsement by the County. Personal use of these resources for educational or recreational purposes during breaks, lunch hours, or outside of regular business hours is permissible only to the extent that such usage otherwise conforms to the guidelines contained in this policy.

Employee responsibilities

An employee who uses the Internet or Internet e-mail shall:

1. Ensure that all communications adhere to this policy and that its usage does not interfere with his/her productivity.
2. Be responsible for the content of all text, audio, or images that (s)he places or sends to other employees or over the Internet. All communications should clearly identify the sender.
3. Not transmit copyrighted materials without permission.

4. Know and abide by all applicable policies dealing with security and confidentiality of county records.
5. Avoid transmission of nonpublic information. If it is necessary to transmit nonpublic information, employees are required to take steps reasonably intended to ensure that information is delivered to the proper person who is authorized to receive such information for a legitimate use.

Logging/Filtering

All Internet activity will be logged by the IT department and will be reviewed periodically for inappropriate access. The IT department will also maintain Internet filtering software to help ensure the integrity of Internet usage by employees. Anyone who attempts to circumvent the logging or filtering of Internet usage will be immediately removed from Internet access and subject to the penalties for being in violation of this policy.

Downloads

Restrictions on Internet download of files and software are incorporated for the following reasons:

- To reduce the risk of computer systems being unavailable due to malicious code (viruses, worms, Trojans, etc.)
- To reduce the amount of support and maintenance required by users due to unsupported software and thereby increasing the level of service and response time for other issues.
- To reduce unnecessary network traffic allowing faster response for business applications

The downloading of program files from the Internet or other sources is not permitted. A limited library of utilities will be made available by the IT department. Requests for additional utilities may be submitted to the IT department for inclusion in this group. The requested software will be reviewed for suitability before being added. Periodic software audits will be conducted and any non-compliant software installed by the user will be reported and removed immediately.

Computer viruses/worms

Background

It is important to know that:

- Computer viruses are much easier to prevent than to cure.
- Defenses against computer viruses include protection against unauthorized access to computer systems, using only trusted sources for data and programs, keeping patches up to date and maintaining virus-scanning software.

IT responsibilities

1. Install and maintain appropriate antivirus software on all network-attached computers.

2. Respond to all virus attacks, destroy any virus detected, and document each incident.
3. Keep operating systems up to date with patches to reduce vulnerabilities.

Employee responsibilities

1. Employees shall not knowingly introduce a computer virus into county computers.
2. Employees shall not load diskettes of unknown origin.
3. Do not open e-mail attachments unless you are expecting them.
4. Any employee who suspects that his/her workstation has been infected by a virus shall IMMEDIATELY POWER OFF the workstation and notify the IT department.

Additional Laptop user responsibility

Employees **must** bring in all county owned laptops at least once a week, plug them into the county network and logon, so the virus definitions will be updated and any needed patches will be installed. If you are unable to bring the laptop in weekly, you must contact someone in the IT department to check your laptop **before** you plug it into the county computer network. Failure to follow this responsibility will be considered a violation of this policy.

Access codes and passwords

The confidentiality and integrity of data stored on County computer systems must be protected by access controls to ensure that only authorized employees have access. This access shall be restricted to only those capabilities that are appropriate to each employee's job duties.

IT responsibilities

1. The IT department shall be responsible for the administration of access controls to all county computer systems.
2. The IT department will process adds, deletions, and changes upon receipt of a written request from the end user's department head. Deletions may be processed by an oral request prior to reception of the written request.
3. The IT manager will maintain a list of administrative access codes and passwords and keep this list in a secure area.
4. The IT department may, in case of emergency or at the discretion of the department head, reset an employee's password in order to allow access to critical files.

Employee responsibilities

1. Responsible for all computer transactions that are made with his/her User ID and password.
2. Shall not disclose passwords to others, including other department employees and department heads. Passwords must be changed immediately if it is suspected that they may have become known to others. Passwords MUST NOT be written down under any circumstances.

3. Log out or lock the workstation when leaving for an extended period.
4. Change passwords at least every 90 days.
5. Use passwords that conform to the password policy implemented by the IT department.

Password Policy

The password must meet the following requirements:

- Must be at least 6 characters in length
- Contain both upper- and lower-case letters
- Contain at least one numeric character
- May NOT contain any part of the user's name.

Do NOT use passwords that are easily guessed by others, such as a spouse, child, or pet's name, birthdays, etc.

Suggestions for creating good passwords:

- Use the first letter of an easily remembered phrase and adding or incorporating a number. For example, the phrase "a stitch in time saves nine" could be turned into the password "aSits9".
- Use a common word replacing regular letters with special characters or numbers, such as "Dodge Viper" becoming "d0dgev!per"

NOTE: These are examples ONLY; please do not use either as your password!

Department Heads' responsibility

Department Heads should notify the IT manager promptly whenever an employee leaves the County or transfers to another department so that his/her access can be revoked. Involuntary terminations must be reported concurrent with the termination.

Physical security

It is County policy to protect computer hardware, software, data, and documentation from misuse, theft, unauthorized access, and environmental hazards.

Employee responsibilities

1. Environmental hazards to hardware such as food, smoke, liquids, magnets, high or low humidity, and extreme heat or cold should be avoided.
2. Diskettes, CD's and DVD's should be kept away from environmental hazards such as heat, direct sunlight, and magnetic fields.
3. Employees should save all data to a network file server (mapped drive). Any data NOT stored on a file server is NOT backed up and will be lost in the event of file corruption or physical damage to the computer.
4. Since the IT department is responsible for all equipment installations, disconnections and modifications, employees are not to perform these activities. This does not apply to moves of computers for which an initial connection has been set up by IT.

5. Employees shall not take shared portable equipment such as laptop computers, projectors and portable drives off the premises without the informed consent of their department head. Informed consent means that the department head knows what equipment is leaving, what data is on it, and for what purpose it will be used.
6. Employees shall not bring in any computer equipment not owned and maintained by the county and attach it to their work computer or the county network without explicit written consent of the Information Technology Director.

Employees should exercise care to safeguard the valuable electronic equipment assigned to them. Employees who neglect these responsibilities may be accountable for any loss or damage that may result.

Department Head responsibilities

1. All computer equipment should be protected by a surge suppressor.
2. Keep a record of portable computer equipment that is taken off the premises. See item 5 under employee responsibilities.

NOTE: Surge suppressors/power strips MUST BE LEFT ON for them to protect the equipment. PCs and monitors should be turned off after use.

IT responsibilities

1. Critical computer equipment, e.g., file servers, must be protected by an uninterruptible power supply (UPS). Physical access to critical equipment will be limited to IT staff.
2. A comprehensive Disaster Recovery Plan will be developed and revised as necessary.
3. User data will be backed up according to an appropriate schedule as determined by the IT manager.

Copyrights and license agreements

It is Douglas County's policy to comply with all laws regarding intellectual property.

Legal reference

Douglas County and its employees are expected to comply with the Federal Copyright Act (Title 17 of the U. S. Code) and all proprietary software license agreements. Noncompliance can expose Douglas County and the responsible employee(s) to civil and/or criminal penalties.

Scope

This directive applies to all software that is owned by Douglas County, licensed to Douglas County, or developed using Douglas County resources by employees or vendors.

IT responsibilities

1. Maintain records of software licenses owned by Douglas County.
2. Periodically scan county computers to verify that only authorized software is installed.

Employee responsibilities

Employees shall not:

1. Copy software unless authorized by IT.
2. Install software unless authorized by IT. Only software that is licensed to or owned by Douglas County is to be installed on Douglas County computers.
3. Department-specific software must be licensed and must be installed by an IT authorized employee.

Civil penalties

Violations of copyright law can potentially expose the county and the responsible employee(s) to the following civil penalties:

- Liability for damages suffered by the copyright owner
- Profits that are attributable to the copying
- Fines up to \$150,000 for each illegal copy

Criminal penalties

Violations of copyright law that are committed “willfully and for purposes of commercial advantage or private financial gain (Title 18 Section 2319(b)),” can potentially expose the company and the employee(s) responsible to the following criminal penalties:

- Fines up to \$250,000 for each illegal copy
- Jail terms of up to five years

Acknowledgment of Computer Security and Usage Policy

This form is used to acknowledge receipt of, and compliance with, the Douglas County (KS) Computer Security and Usage Policy. Anyone who does not sign and return this page will not be allowed access to the Douglas County Computer Network.

Procedure

Complete the following steps:

1. Read the Computer Security and Usage Policy.
2. Sign and date in the spaces provided below.
3. Return this page only to the Douglas County Personnel Office.

Signature

By signing below, I agree to the following terms:

1. I have received and read a copy of the “Computer Security and Usage Policy” and understand the same;
2. I understand and agree that any computers, software, and storage media provided to me by the county remains the property of the county at all times;

3. I agree that I shall not copy, duplicate (except for backup purposes as part of my job), otherwise disclose, or allow anyone else to copy or duplicate any county information or software unless I am authorized to do so;
4. I agree that, if I terminate my employment with Douglas County (KS) for any reason, I shall immediately return to the county the original and copies of any and all software, computer materials, or computer equipment that I may have received from the county that is either in my possession or otherwise directly or indirectly under my control.

Employee signature: _____

Employee name: _____

Date: _____

Department: _____

Social Media Policy

1.0 Purpose

The Social Media Policy comprises the philosophy, recommendations, and strategies necessary for providing professional county communications in social media. This policy outlines the protocol and procedures for use of social media to publicize official county services and events. In addition, this policy addresses the responsibilities of individual employees and county officials with regard to social media, as well as responsibilities related to public records and open meeting laws.

2.0 Definitions

Social Media – Various forms of Internet and electronic discussion and information-sharing, including blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: interactive websites, social networking applications, picture sharing, wall postings, fan pages, e-mail and instant messaging.

Social Networking – The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on networking through social media to promote or conduct official county business.

3.0 Policies & Procedures

- A. All official Douglas County Kansas presences on social media sites or services are considered an extension of the county's information networks and are governed by the Douglas County Kansas Computer Use Policy. Official sites are administered by the County Administrator, County Webmaster, or an official department designee, and used for the limited purpose of informing the public about county business, services and events.
- B. All Douglas County Kansas social media sites must comply with applicable federal, state and county laws, regulations and policies. This includes adherence to established laws and policies regarding copyrights, records retention, Kansas Open Records Act (KORA), First Amendment, privacy in information technology, web standards, brand standards and media policies established by Douglas County Kansas.
- C. Individual departments are encouraged to utilize social media. Prior to creation, department social media sites must be approved by the County Administrator and the applicable Department Head. The County Webmaster will work with departments to reach their goals by assisting with the development of social media sites and helping the department define a strategy for engagement using social media.

Prior to launching the site, departments shall identify their specific goals and how they will achieve their goals through the use of social media. The County Webmaster will

also discuss how departments will maintain an acceptable frequency rate on social media sites to keep information timely and relevant. Douglas County Kansas understands that social media is an outlet that does not particularly adhere to normal business hours. However, it is essential that an expectation of service be designated that provides a framework for response times. If a response is warranted, during normal business hours (8:00 a.m. to 5:00 p.m., Monday-Friday), a response should be provided as quickly as the information can be captured. If a posting occurs outside of normal business hours, a response should be generated by the next business day. Information should not be released via social media unless it has been verified as factual. It is recommended that language be placed on the social media sites denoting appropriate response times.

Each department will have an official designee who is responsible for the management of its social media presence. Accounts will be created by the County Webmaster and branch directly from the county's main social media sites. For Facebook, only "fan" pages will be allowed. The County Administrator and County Webmaster will have administrative access to the sites, including username and password information, and may monitor content on department sites to ensure adherence with to Social Media Policy for appropriate use and to ensure that the message and branding are consistent with the goals of Douglas County Kansas. The county retains the authority to remove information, and repeated violation of these standards may result in the removal of department pages from social media outlets.

- D. Each social media site used by Douglas County Kansas will include an introductory statement that clearly specifies the purpose of the site and directs users to the county's web site. In addition, wherever possible, links to information should direct users back to the county's official web site for more information, forms, documents or online services necessary to conduct business with Douglas County Kansas.

It is highly recommended that sites be named based on functions performed rather than specific departments or divisions. This allows for greater flexibility and comprehensive organizational use of social media.

- E. Employees representing the county via social media outlets must conduct themselves at all times as representatives of Douglas County Kansas and in accordance with all personnel policies. Employees shall not disclose information about confidential county business on the county's social media sites. See section 4.0 – Guidelines for Employee Participation in Social Networking.
- F. Elected officials and advisory boards may not post as "Douglas County Kansas" and are discouraged from discussing campaigns, issues and other political matters on county accounts.
- G. Douglas County Kansas social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - a. Comments not topically related to the particular site;
 - b. Factually untrue or incorrect information;

- c. Comments that mention a coworker, citizen or other work contact by name without permission;
- d. Confidential county business;
- e. Profane language or content;
- f. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- g. Sexual content or links to sexual content;
- h. Solicitations of commerce;
- i. Conduct or encouragement of illegal activity;
- j. Information that may tend to compromise the safety or security of the public or public systems; or
- k. Content that violates a legal ownership interest of any party.

The county reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the county's official social media sites who are in continual violation of the posting/commenting guidelines may be permanently removed from the county's site.

- H. Social media is an excellent outreach tool and has proven very effective during times of crisis or emergencies. When Douglas County Kansas begins operating under the special circumstances of a crisis, staff will immediately stop posting on their respective sites. All sites will be redirected to the county's main social media sites to ensure that followers receive consistent information from Douglas County Kansas. All communication in a crisis situation will be posted by the County Administrator, County Webmaster, or their designee. When the county decides to return to normal communications operations, individual departments may again begin posting information related to county services, programs and events.
- I. Douglas County Kansas reserves the right to temporarily or permanently suspend access to official county social media sites at any time.

4.0 Guidelines for Employees who participate in Social Networking as a part of their job function.

Douglas County Kansas understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens.

The following guidelines apply to any online posts that an employee performs as part of the employee's job function. In addition to being subject to the guidelines listed below, all such online activity is subject to the County's Computer, Email and Internet Use Policy and other policies found in Douglas County Kansas Employee Handbook.

- A. County policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting county business. Use of county e-mail address and/or communicating in an official capacity will constitute conducting county business.

- B. Updating and posting to the county's social media sites must be done through the employee's county email account and completed as part of the employee's existing job duties. Appropriate Internet permissions will be granted to specified staff that have been designated as the department's social media designee. Department Heads may allow or disallow employee participation in any social networking activities for work-related purposes in their departments.
- C. Follow all privacy protection laws, e.g., HIPPA, and protect sensitive and confidential county information.
- D. Follow all copyright laws, public record laws, retention laws, fair use and financial disclosure laws and other laws that might apply to the county or your functional area.
- E. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.
- F. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the county workplace.
- G. If you identify yourself as a county employee, ensure that your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders.

Infractions of these policies may result in disciplinary action up to and including termination of employment.

MEAL EXPENSE POLICY

Meals falling into one of the following categories will NOT be considered income to the employee:

- Meals provided to employees on overnight travel.
- Meals provided on the employer's premises for the employer's convenience. Examples include lunch ordered in for a staff meeting, or the cost of dinner for employees working overtime.
- Meals with a business purpose (for example, a meal is held in connection with a business meeting or discussion).
- De minimis expenses, such as employer picnics or holiday parties.
-

Reimbursement for Travel-Related Meals

Meals purchased while on overnight travel for the County are reimbursed under the "Reimbursement of Employee Travel Expenses" policy.

Reimbursement for All Other Meals

In order to be reimbursed for a meal, the employee must provide the following documentation:

- Receipt detailing the date and place and what was ordered.
- Receipt for total amount paid, including tip (not to exceed 20%).
- Business purpose.

Meals are expected to be at a reasonable cost, and shall not include alcohol or dessert.

Reimbursement will be limited to the lower of the amount actually expended or the amount stated below:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

By signing below, I acknowledge that I have read and understand this policy

Date

Employee Signature

EMPLOYEE NAME: (Please Print): _____

REIMBURSEMENT OF EMPLOYEE TRAVEL EXPENSES

The reimbursement of employee travel expenses are subject to the following rules:

- 1) The expense must be ordinary and necessary in the conduct of County business, i.e., the employee must have paid or incurred a deductible expense while performing services as an employee of the County.
- 2) The employee must **adequately account** to the County for such expenses within 60 days after they were paid or incurred.
- 3) The employee must return any excess reimbursement within 120 days after the expense was paid or incurred. An excess reimbursement is any amount that is more than the business-related expenses for which the employee properly accounted.

Adequate Accounting

Expenses for travel within the continental United States are reimbursed using the federal high-low method as described in IRS Publication 1542 to compute a per diem rate for the dates of travel. In order to receive reimbursement for travel expenses, an employee must submit an expense statement. The expense statement must contain the following information:

- Departure date, return date, and number of days spent on business
- Destination city and state
- Business purpose for the expense or the business benefit gained or expected to be gained
- Number of miles traveled by automobile

By signing below, I acknowledge that I have read and understand this policy

Date

Employee Signature

EMPLOYEE NAME: (Please Print): _____

Employee Concealed Carry

Applies to all Douglas County employees except (1) law enforcement officers commissioned by the Douglas County Sheriff, and (2) the district attorney and assistant district attorneys that have been authorized by the district attorney pursuant to K.S.A. 75-7c10(f)(2), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district.

Effective July 1, 2016

Approved by Craig Weinaug

A. Purpose

1. Employees covered by this policy are prohibited from carrying handguns at the County's place of business, including but not limited to the County buildings listed in [Appendix A](#), which appendix is affixed hereto and is incorporated herein by reference.
2. The Kansas Personal and Family Protection Act, K.S. A. 75-7c01 *et. seq.*, allows employees, who are legally qualified to possess a handgun, to carry a concealed handgun while on duty away from the County's place of business.
3. The purpose of this policy is to establish requirements and expectations for all County employees electing to carry a concealed handgun while on duty when away from the County's place of business.
4. It is the overarching intent of the County and this policy to comply with State law while maintaining a safe and efficient operation for all employees and the public.

B. Applicability

1. This policy applies to all County employees, except that it shall not apply to (1) law enforcement officers commissioned by the Douglas County Sheriff, and (2) the district attorney and assistant district attorneys that have been authorized by the district attorney pursuant to K.S.A. 75-7c10(f)(2), subject to any restrictions or prohibitions imposed in any courtroom by the chief judge of the judicial district. Further, it shall not apply to any employee expressly authorized to carry a weapon as part of the employee's official job duties for the County, Douglas County Sheriff or the District Attorney.
2. This policy governs concealed carry under limited circumstances. The open carry of handguns or other weapons by employees continues to be prohibited under any circumstance.
3. **The carrying of a handgun is not within the course and scope of County employment and not a part of the employee's duties.**
4. Generally, any injury sustained by the use or carrying of a concealed handgun while on duty will not be considered arising out of and in the course of employment for the purposes of Kansas workers' compensation law or personal injury claim.
5. Any liability associated with the employee's decision to carry a concealed handgun will be of a personal nature to the employee and will not be defended or indemnified by the County since the carrying of a concealed handgun is outside the scope of County employment and not part of the employee's duties.
6. The County is not responsible for any damaged or stolen personal property, including handguns or gun lockers, of employees.

C. General Provisions

1. If he or she is legally qualified to do so, an employee may carry a concealed handgun when he or she is away from the County's place of business, subject to the provisions set out in this policy.

2. Employees are prohibited from carrying weapons, as that term is defined at Section O while on duty, except that employees may carry a concealed handgun in accordance with this policy.
3. The election of an employee to carry a concealed handgun must not interfere with the employee's ability to perform any duties, must not obstruct any required safety equipment and must not unreasonably delay an employee's deployment to an assignment or duty.
4. Employees are prohibited from cleaning a handgun or handling ammunition while on duty.
5. The employee must conceal his or her handgun in a secure manner on his or her person in a proper holster, with all safety features employed.
6. The employee must be truthful when asked by his or her supervisor whether he or she is carrying a concealed handgun.
7. The employee must abide by all Federal, State, and local laws, including those related to concealed carry, such as not entering any building - private or public – legally prohibiting concealed carry.

D. Concealment Required

1. An employee electing to carry a concealed handgun while on duty and away from the County's place of business may not openly carry the handgun or knowingly expose it in any way such that it is visible to others. That includes a prohibition against carrying a handgun such that "printing" is visible, including a bulge or outline of the handgun underneath the employee's clothing.
2. An employee may not leave a handgun in plain view or unattended.
3. An employee electing to carry a concealed handgun while on duty must carry the handgun on his or her person at all times and within his or her immediate control and possession. An employee may not leave a handgun in or on a desk or workstation, or in a purse, bag, lunchbox or other storage container left in a gun locker, office, or other place on County property, with the limited exception of leaving it in a County vehicle pursuant to Section F below.

E. County's Place of Business

Employees are prohibited from carrying firearms, whether open or concealed, at the County's place of business.

F. County Vehicles

1. If an employee leaves his or her handgun inside a County vehicle, the employee is solely responsible for providing a gun locker in which the employee's handgun may be safely stored while inside the County vehicle. Such gun locker, when left unattended, must also be out of plain view. The County is not responsible for providing such gun lockers for County vehicles for the employee's convenience or to enable compliance with this requirement.
2. Employees storing handguns inside a County vehicle must lock the County vehicle when leaving it unoccupied.
3. Employees storing handguns inside a County vehicle are permitted to do so only temporarily and are prohibited from leaving such handgun inside the County vehicle overnight or for an extended period of time.

4. If an employee leaves his or her handgun inside a County vehicle, and the vehicle is broken and entered into for theft of the handgun, the employee who left the handgun in the County vehicle generally may be responsible for the cost of property damage to the vehicle if such handgun was not properly stored in a gun locker and out of plain view, or was otherwise carried or used in violation of this policy.

G. Private Vehicles

1. Employees may store a handgun within their personal vehicle when it is parked on County property, provided it is stored outside of plain view and the vehicle is locked when the employee is not inside the vehicle.
2. The County is not responsible for any theft, damage or loss of a handgun, personal vehicle, or personal property.

H. Private Property

1. Employees who enter private property while on duty are required to comply with any restrictions established by the private property owner.
2. If a private property owner or other authorized person states or otherwise communicates that concealed carry is prohibited, the employee is prohibited from carrying a concealed handgun into the property and must securely store the handgun in either his or her personal vehicle or, if the employee uses a County vehicle in the course of his or her employment, a County vehicle, in compliance with Section F above.

I. Threatening Conduct Prohibited

1. Employees are prohibited from making any threats of violence or intimidating others.
2. Employees are prohibited from harassing others or otherwise creating a hostile, intimidating, or fearful work environment to a reasonable person.
3. Employees are prohibited from participating in violent or assaultive confrontations with other employees or members of the public, unless such confrontations are in lawful self-defense and not provoked by the employee.
4. Employees are prohibited from showing or making verbal reference to carrying a handgun or other weapon in a threatening manner, or brandishing or pointing a handgun or other weapon to others.

J. Notice to Supervisor

1. An employee electing to carry a concealed handgun while on duty must inform his or her supervisor that he or she is carrying a concealed handgun before reporting to work. Such notice must be provided each time the employee reports to work, including scheduled shifts and any extra duty work.
2. An employee who discharges or otherwise uses or displays a handgun while on duty must immediately report such use or display to his or her immediate supervisor.

K. Reporting a Policy Violation

1. Any employee who believes in good faith that an employee has violated this policy is required to report the matter, verbally or in writing, as soon as possible to his or her immediate supervisor or to the Assistant County Administrator, without regard to the chain of command.
2. A supervisor, upon receiving notice of an alleged violation of this policy, shall immediately notify the Department Director and the Assistant County Administrator so that guidance and assistance may be provided.
3. Retaliation against any employee for reporting a violation of this policy or participating in an investigation is strictly prohibited.
4. Employees shall cooperate in any personnel investigation conducted pursuant to this policy.

L. Investigation

In the event that a County employee discharges a firearm while on duty, or threatens a person with a handgun or other weapon while on duty, the Douglas County Sheriff's Office, or another law enforcement agency, shall investigate the incident. Such actions while on duty may result in criminal charges and / or disciplinary action, up to and including termination.

M. Sanctions

Violation of this policy by a County employee may result in disciplinary action, up to and including termination from employment.

N. Policy Supersedes the Personnel Policy Provisions Related to Firearms

It is the intention of this policy to replace any existing County Policy on Firearms.

O. Definitions

1. Concealed means out of sight and not visible to a reasonable person under normal circumstances. A handgun is not concealed if there is "printing," which occurs when the outline of a handgun can be discerned beneath a person's clothing.
2. County's Place of Business means any real property owned by the County, leased by the County, or lawfully occupied by the County, including but not limited to the County buildings listed in Appendix A, as may be amended from time to time, and incorporated herein by reference.
3. County Vehicle means any County-owned or leased vehicle and equipment used for carrying out official County business or by an employee in the performance of assigned job duties.
4. Employee means any full-time regular, part-time regular, full-time temporary or part-time temporary worker who performs duties for or on behalf of the County and is on the County's payroll. Employee also includes interns and volunteers working at the direction of County staff, whether or not on the payroll. Employee as used herein does not include (1) law enforcement officers commissioned by the Douglas County Sheriff, (2) the district attorney and assistant district attorneys that have been authorized by the district attorney pursuant to K.S.A. 75-7c10(f)(2), subject to any restrictions or prohibitions imposed in any

- courtroom by the chief judge of the judicial district, or (3) any employee expressly authorized to carry a weapon as part of the employee's official job duties for the County.
5. Firearm means a weapon which will or is designed to expel a projectile by the action of an explosive. This includes, but is not limited to, a handgun, pistol, or revolver.
 6. Gun locker means a secure, locked container.
 7. Handgun means a firearm as defined herein.
 8. Legally Qualified means a person who is of lawful age and is not otherwise prohibited by any Federal or State law from lawfully possessing a handgun.
 9. Reasonable person means an individual who is generally fair, proper, just, moderate, and suitable under the circumstances.
 10. Pocket knife means a folding knife with a blade of four inches or less, carried in a pocket or other concealed manner.
 11. Weapon means a firearm, knife, or other dangerous object as described in K.S.A. 21-6301 and K.S.A. 21-6302, including a bludgeon, sand club, metal knuckles, throwing star, dagger, dirk, billy, blackjack, slungshot, slingshot, straight-edged razor, stiletto, sawed-off shotgun, automatic weapon, tear gas, or any other dangerous or deadly weapon or instrument of like character. The term weapon, as used herein, also includes a pellet or BB gun, or other similar device, but does not include the term pocket-knife.

APPENDIX A

County Courthouse

1100 Massachusetts St., Lawrence, KS 66044

Extension Office Building

2110 Harper Street, Lawrence, KS 66046

Fairgrounds Facilities – including Building #21, Community Indoor Arena, Dreher Building, Meeting Hall, Open Pavilion

2110 Harper Street, Lawrence, KS 66046

Judicial and Law Enforcement Center

111 East 11th Street, Lawrence, KS 66044

Public Works/Zoning and Codes

3755 East 25th Street, Lawrence, KS 66046

Sheriff - Corrections (County Jail)

3601 E 25th Street, Lawrence, KS 66046

Sheriff - Operations

111 East 11th Street, Lawrence, KS 66044

Treasurer Satellite – Baldwin City

112 8th Street, Baldwin City, KS 66006

Treasurer Satellite – South Lawrence

2000 West 31st Street, Lawrence, KS 66046

Treasurer Satellite – West Lawrence

3000 West 6th Street, Lawrence, KS 66049

Youth Services

330 Northeast Industrial Lane, Lawrence, KS 66044

Douglas County Harassment-Free Workplace Policy

Douglas County (County hereafter) is committed to maintaining a workplace that is free from any form of harassment because of race, color, religion, sex, national origin or ancestry, sexual orientation, gender identification, disability, age, military service, and any other characteristic protected by law. This policy sets forth the expectations of conduct and the reporting requirements for all County employees.

This policy not only prohibits harassment, but also prohibits retaliation or adverse employment action against any employee who exercises his or her rights under this policy, who cooperates or participates in any County investigation, or who participates in any manner in any investigation or proceeding conducted or pursued by a governmental agency.

Responsibilities

Supervisory Responsibilities:

All supervisors are expected to take responsible and appropriate steps to ensure that employees are not subjected to harassment and that employees do not engage in harassment, retaliation, or other inappropriate conduct that may become harassment. Each supervisor who observes or learns of any possible harassment in the workplace is required to immediately report it to their supervisor or to the Assistant County Administrator. Supervisors are not to investigate claims on their own accord, but are to promptly report any inappropriate conduct. Supervisors must be especially mindful of their obligation to not retaliate against individuals under this policy.

Employee Responsibilities:

The County believes that cooperation from all employees is the best way to ensure that the work environment remains free of harassment and that any concerns about harassment are immediately addressed. Accordingly, each employee is responsible for the following:

1. Conducting himself/herself in a non-harassing manner at all times and in a manner that is consistent with this policy;
2. Immediately reporting violations or possible violations of this policy in accordance with the reporting procedures in this policy; and
3. Taking such other action as would be reasonably appropriate to prevent and/or stop any harassment (such as confronting the harasser, when appropriate and sensible to do so, telling him/her in a respectful manner that his/her conduct is unwelcome and offensive and asking that he/she stop the behavior).

Assistant County Administrator:

The Assistant County Administrator will be the primary contact for all allegations of harassment and is charged with ensuring this policy is adhered to by all employees. The Assistant County Administrator will ensure that a timely and thorough investigation will be conducted when an allegation of harassment arises. Should the Assistant County Administrator be involved in allegations or otherwise possess a conflict of interest with regard to a claim under this policy, the County Administrator or his/her designee will serve as an alternate to ensure that this policy is strictly adhered to and enforced.

Definition of Harassment

Harassment encompasses a wide range of verbal, physical, and visual behaviors in the workplace and may be sexual in nature or may be non-sexual in nature. "Sexual harassment" means unwelcome, unsolicited, uninvited, offensive, or undesirable conduct of a sexual or gender-biased nature directed at or affecting an employee of the same sex or of the opposite sex. "Non-sexual harassment" means conduct that is offensive or shows hostility toward an employee because of his or her race, color, religion, sex, national origin or ancestry, sexual orientation, gender identification, disability, age, military service, or other characteristic protected by law.

Harassment is a violation of this policy in the following situations:

1. If the employee is promised or given some favorable employment action or benefit only if the employee will submit to or tolerate the harassing behavior in question.
2. If the employee is threatened with or suffers adverse employment action because he/she rejected or refused to tolerate the harassing behavior in question.
3. If the harassing behavior in question unreasonably interferes with the employee's work performance or creates an intimidating, hostile, abusive or offensive work environment (even if there is no tangible employment action taken, threatened, or promised).

It is not possible to define every action or all words that could be interpreted as harassment. Each situation depends on the severity/seriousness, frequency, and nature of the act, and whether a tangible employment action is taken. Each situation will be reviewed on a case-by-case basis. In some cases, one incident will be sufficient to constitute harassment. In other cases, a pattern or series of incidents may be necessary.

Examples of Sexual Harassment:

The examples listed below are not a complete list of behaviors that may be objectionable or that may constitute harassment. They are provided so that employees have a better understanding of the general range of behaviors that may constitute harassment, depending upon the circumstances.

Harassment can include, without limitation, the following:

1. Sexual advances, sexual propositions, or sexual flirtations, requests or pressure of any kind for sexual favors, activities, or contact
2. Sexually explicit, graphic, abusive, degrading, intimidating, or offensive jokes, comments, remarks, or gestures;
3. Physical contact or touching of a sexual nature, including physical or sexual assault;
4. Display, circulation, or communication of any sexually suggestive, explicit, graphic, or offensive objects, pictures, or materials of any kind; and
5. Other similar types of unwelcome sexually-related or gender-biased conduct.

Examples of non-sexual harassment include without limitation:

1. Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to gender, race, religion, color, national origin or ancestry, citizenship, age, sexual orientation, gender identification physical disability, mental disability, medical condition, pregnancy, military status, and any other characteristic protected by law.
2. Written or graphic materials that denigrate or show hostility or aversion toward an individual or group because of gender, race, religion, color, national origin or ancestry, sexual orientation, gender identification, citizenship, age, physical disability, mental disability, medical condition, pregnancy, military status, and any other characteristic protected by law, and that is placed on walls, bulletin boards, sent or received via e-mail, or elsewhere on county premises or is otherwise circulated at the workplace.
3. Other similar types of unwelcome non-sexual harassment.

Reporting & Investigating Violations

What Must Be Reported: Each employee has the obligation to report the following: 1) If he or she has been harassed by another employee or by a non-employee in a work-related context; 2) If he or she has witnessed or observed first-hand the harassment of another employee; 3) If harassment has been reported to him or her by another employee; 4) If he or she has been retaliated against for reporting a violation of this policy or for cooperating or participating in any County or outside investigation of harassment; and 5) If after reporting harassment, the harassment has continued.

When to Report: Any of the above situations are to be reported immediately. This means that an employee must report as soon as the possible violation occurs or immediately after an employee obtains knowledge that there has been a possible violation of this policy.

Where to Report: Any of the above situations may be reported to any of the following individuals: 1) your immediate supervisor; 2) the individual to whom your supervisor reports; 3) the harasser's supervisor; or 4) the Assistant County Administrator.

Investigation: Upon receipt of a report or complaint, the County will immediately undertake an objective and thorough investigation. The investigation will generally include interviewing any individuals who were possibly harassed, any individuals who allegedly violated this policy, and other potential witnesses. The investigation will include a review of the credibility of the evidence and of the witnesses who have provided information.

Determination: Upon conclusion of the investigation, the County will determine if the behavior in question constitutes harassment or other form of inappropriate conduct. In determining whether alleged conduct constitutes harassment, the County will look at numerous factors, including without limitation, the evidence as a whole, the totality of the circumstances, the nature of the conduct, the context in which the alleged conduct occurred, the credibility of the witnesses, the frequency and severity of the conduct, patterns of inappropriate conduct, documentation, circumstantial evidence, and other factors. If the County believes that it is more likely than not that a violation has occurred, then the County will take appropriate action. Such action may include disciplinary action, up to and including discharge, as is warranted under the circumstances.

Confidentiality: Confidentiality will be maintained by the County to the extent possible under the circumstances.

Communication of Outcome: To the extent that it would be appropriate to do so, the County will inform the reporting or complaining employee and any others who have a legitimate need to know of the general outcome of the investigation.

Other Inappropriate Behavior

Behavior that is not unlawful harassment under the law might still be inappropriate behavior for the workplace and a violation of County policy. Even if the County determines that an individual's behavior does not rise to the level of unlawful harassment, the County may still impose appropriate disciplinary action, up to and including discharge. As a general rule, disciplinary action will be imposed under this paragraph if the County believes the behavior was otherwise inappropriate, was unprofessional, was unbecoming, was objectionable, was inconsistent with reasonable rules of conduct, has resulted in a loss of confidence or trust in the employee, was inconsistent with the spirit of the County's harassment-free workplace philosophy or policy, or was not in the best interests of the County.

Definition of Retaliation

An employer may not fire, demote, harass or otherwise “retaliate” against an individual for reporting unlawful harassment as discrimination, filing a charge of discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination. The same laws that prohibit discrimination based on race, color, sex, religion, national origin, age, and disability, as well as wage differences between men and women performing substantially equal work, also prohibit retaliation against individuals who oppose unlawful discrimination or participate in an employment discrimination proceeding.

In addition to the protections against retaliation that are included in all of the laws enforced by EEOC, the Americans with Disabilities Act (ADA) also protects individuals from coercion, intimidation, threat, harassment, or interferences in their exercise of their own rights or their encouragement of someone else's exercise of rights granted by the ADA.

Retaliation occurs when an employer, employment agency, or labor organization takes an adverse action against a covered individual because he or she is engaged in a protected activity.

Adverse Action is an action taken to try to keep someone from opposing a discriminatory practice, or from participating in an employment discrimination proceeding. Examples of adverse actions include:

- Employment actions such as termination, refusal to hire, and denial of promotion;
- Other actions affecting employment such as threats, unjustified negative evaluations, unjustified negative references, or increased surveillance; and
- Any other action such as an assault or unfounded civil or criminal charges that is likely to deter reasonable people from pursuing their rights.

Adverse Actions do not include petty slights and annoyances, such as stray negative comments in an otherwise positive or neutral evaluation, “snubbing” a colleague, or negative comments that are justified by an employee's poor work performance or history.

RESOLUTION NO. 17-_____

A RESOLUTION APPOINTING STEVEN W. MILES AS DOUGLAS COUNTY APPRAISER

WHEREAS, The Board of County Commissioners is required by K.S.A. 19-430 to appoint a County Appraiser for Douglas County on July 1 of each fourth year following January 15, 1977; and

WHEREAS, Such statute provides that the term of the County Appraiser shall be for a period of four (4) years and until such appraiser's successor shall be appointed and qualified; and

WHEREAS, K.S.A. 19-430 provides that no person shall be appointed or reappointed to serve as a County Appraiser unless such person shall be qualified by the Director of Property Valuation as a Certified Kansas Appraiser; and

WHEREAS, The Board of County Commissioners finds that Steven W. Miles is a Registered Mass Appraiser and is qualified to be appointed as the Appraiser of Douglas County, Kansas.

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

Section 1. Steven W. Miles is hereby appointed as County Appraiser of Douglas County, Kansas as provided in K.S.A. 19-430, and amendments thereto.

Section 2. This resolution shall take effect and be in force from July 1, 2017 to June 30, 2021.

ADOPTED this 14th day of June, 2017.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

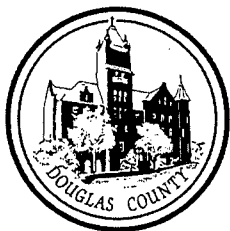
Mike Gaughan, Chair

Nancy Thellman

Michelle Derusseau

ATTEST:

Jameson Shew, County Clerk



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 : June 8, 2017

Re : Consent Agenda approval of construction contract for Project No. 2015-61
Replacement of E 15th St (N 1500 Rd) culvert (Str. No. 15.00N-16.24E)
Replacement of N 1550 Road culvert (Str. No. 15.40N-16.22E)
Channel relocation along west side of E 1625 Road

Bids were opened June 6 for the referenced project. We received five bids as shown on the attached bid tabulation and as follows:

Bidder:	Total Bid:
King's Construction	\$665,184.20
Amino Brothers	\$767,844.14
Ebert Construction	\$814,931.51
Criqui Construction	\$850,324.98
RD Johnson	\$894,895.83
Engineer's Estimate	\$671,135.50

This project replaces a narrow culvert on N 1500 Road between the BNSF railroad tracks and the E 1625 Road intersection. The project also includes replacing the downstream culvert on N 1550 Road at the intersection with E 1625 Road, and relocating the channel between the two culverts to provide additional roadway clear zone along the west side of E 1625 Road. Construction will begin in early August 2017, and will take approximately 3-1/2 months to complete, weather permitting. Both N 1550 Road (E 11th Street extended) and N 1500 Road (E 15th Street) will require closure during construction.

The 2016 CIP includes a total allocation of \$500,000 for this project. In the 2017 CIP recommendation to be presented soon to the BOCC, we have reallocated funds from other projects to offset increased funding for this project.

We recommend accepting the low bid and contracting with King's Construction for this project. We request authorization to approve change orders totaling up to 10% of the contract amount.

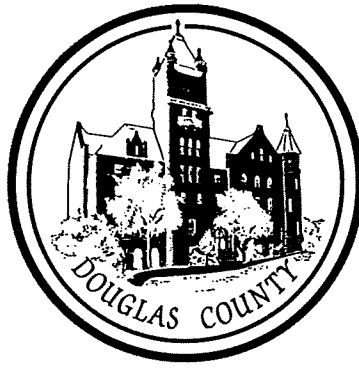
Action Required: Consent Agenda approval of a construction contract with King's Construction in the low bid amount of \$665,184.20 for Project No. 2015-61, the replacement of Structure Nos. 15.00N-16.24E and 15.40N-16.22E, and the relocation of the drainage channel along the west side of E 1625 Road, and authorization for the Public Works Director to approve change orders totaling up to 10% of the contract amount.

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2015-61/BID NO. 17-F-0015
DESCRIPTION: N 1500 RD IMPROVEMENTS AND 2 CULVERT REPLACEMENTS
BID TABULATION
June 6, 2017

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		King's Construction		Amino Brothers		Ebert Construction		Criqui Construction		RD Johnson	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$20,000.00	\$20,000.00	\$32,500.00	\$32,500.00	\$38,050.00	\$38,050.00	\$21,352.93	\$21,352.93	\$18,000.00	\$18,000.00	\$27,000.00	\$27,000.00
2	Contractor Construction Staking	L.S.	1	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$3,430.00	\$3,430.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$16,400.00	\$16,400.00
3	Clearing and Grubbing	L.S.	1	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$11,425.00	\$11,425.00	\$12,990.42	\$12,990.42	\$18,000.00	\$18,000.00	\$23,300.00	\$23,300.00
4	Removal of Existing Structures	L.S.	1	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$17,930.00	\$17,930.00	\$14,708.82	\$14,708.82	\$18,000.00	\$18,000.00	\$34,000.00	\$34,000.00
5	Field Office	EA	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$6,135.00	\$6,135.00	\$5,050.59	\$5,050.59	\$2,500.00	\$2,500.00	\$1,725.00	\$1,725.00
6	Common Excavation	C.Y.	29,130	\$5.00	\$145,650.00	\$4.25	\$123,802.50	\$6.58	\$191,675.40	\$6.79	\$197,792.70	\$8.44	\$245,857.20	\$7.73	\$225,174.90
7	Compaction of Earthwork (Type AA) (MR-5-5)	C.Y.	359	\$3.00	\$1,077.00	\$3.00	\$1,077.00	\$1.13	\$405.67	\$1.52	\$545.68	\$8.00	\$2,872.00	\$3.50	\$1,256.50
8	Compaction of Earthwork (Type B) (MR-90)	C.Y.	7,274	\$1.25	\$9,092.50	\$1.50	\$10,911.00	\$0.92	\$6,692.08	\$1.52	\$11,056.48	\$0.90	\$6,546.60	\$2.90	\$21,094.60
9	Water (Grading) (Set Price)	MGAL	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
10	Foundation Stabilization	C.Y.	93	\$52.00	\$4,836.00	\$48.00	\$4,464.00	\$66.60	\$6,193.80	\$52.02	\$4,837.86	\$54.00	\$5,022.00	\$70.00	\$6,510.00
11	Concrete for Seal Course	C.Y.	31	\$175.00	\$5,425.00	\$450.00	\$13,950.00	\$176.60	\$5,474.60	\$331.31	\$10,270.61	\$350.00	\$10,850.00	\$300.00	\$9,300.00
12	HMA - Commercial Grade (Class A) (Base)	TON	930	\$58.00	\$53,940.00	\$66.50	\$61,845.00	\$67.54	\$62,812.20	\$67.22	\$62,514.60	\$66.60	\$61,938.00	\$73.00	\$67,890.00
13	HMA - Commercial Grade (Class A) (Surface)	TON	221	\$60.00	\$13,260.00	\$75.40	\$16,663.40	\$71.94	\$15,898.74	\$76.24	\$16,849.04	\$75.50	\$16,685.50	\$77.00	\$17,017.00
14	Aggregate Base (AB-3) (6")	S.Y.	717	\$10.00	\$7,170.00	\$8.00	\$5,736.00	\$8.03	\$5,757.51	\$7.19	\$5,155.23	\$8.60	\$6,166.20	\$7.00	\$5,019.00
15	End Section (18") (Type I)	EA	2	\$340.00	\$680.00	\$350.00	\$700.00	\$625.00	\$1,250.00	\$306.02	\$612.04	\$312.00	\$624.00	\$585.00	\$1,170.00
16	Entrance Pipe (18") (ACSP)	L.F.	34	\$45.00	\$1,530.00	\$35.00	\$1,190.00	\$59.20	\$2,012.80	\$46.24	\$1,572.16	\$47.00	\$1,598.00	\$50.00	\$1,700.00
17	Cross Road Pipe (24") (ACSP)	L.F.	78	\$60.00	\$4,680.00	\$50.00	\$3,900.00	\$67.25	\$5,245.50	\$51.55	\$4,020.90	\$62.00	\$4,836.00	\$57.00	\$4,446.00
18	End Section (24") (Type I)	EA	4	\$600.00	\$2,400.00	\$400.00	\$1,600.00	\$710.00	\$2,840.00	\$364.48	\$1,457.92	\$464.00	\$1,856.00	\$650.00	\$2,600.00
19	Reinforced Concrete Box (18' X 6') (Precast)	L.F.	50	\$2,300.00	\$115,000.00	\$2,465.00	\$123,250.00	\$3,037.50	\$151,875.00	\$2,416.87	\$120,843.50	\$2,700.00	\$135,000.00	\$2,725.00	\$136,250.00
20	Reinforced Concrete Box (10' X 7') (Precast)	L.F.	122	\$1,000.00	\$122,000.00	\$1,055.00	\$128,710.00	\$1,222.50	\$149,145.00	\$1,079.53	\$131,702.66	\$1,800.00	\$219,600.00	\$1,500.00	\$183,000.00
21	Riprap (Light Stone) (Facing)	S.Y.	113	\$35.00	\$3,955.00	\$65.00	\$7,345.00	\$46.20	\$5,220.60	\$48.29	\$5,456.77	\$43.00	\$4,859.00	\$55.00	\$6,215.00
22	Aggregate Ditch Lining (6")	TON	106	\$22.00	\$2,332.00	\$45.00	\$4,770.00	\$43.10	\$4,568.60	\$47.84	\$5,071.04	\$35.00	\$3,710.00	\$52.00	\$5,512.00
23	Aggregate Shoulder (AS-1) (6")	S.Y.	180	\$19.00	\$3,420.00	\$9.00	\$1,620.00	\$15.57	\$2,802.60	\$8.93	\$1,607.40	\$8.60	\$1,548.00	\$21.00	\$3,780.00
24	Temporary Surfacing Material (Aggregate) (Set Price)	C.Y.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
25	Maintenance and Restoration of Haul Roads (Set Price)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
26	Permenant Signing (0 to 9.25 sq. ft.)	S.F.	65.5	\$80.00	\$5,240.00	\$43.00	\$2,816.50	\$102.85	\$6,736.68	\$42.50	\$2,783.75	\$43.00	\$2,816.50	\$48.75	\$3,193.13
27	Thermoplastic Railroad Crossing Emblem	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,725.00	\$1,725.00
28	Temporary Fertilizer, Seed, & Mulch	AC.	6.5	\$800.00	\$5,200.00	\$750.00	\$4,875.00	\$1,145.00	\$7,442.50	\$1,791.44	\$11,644.36	\$1,900.00	\$12,350.00	\$775.00	\$5,037.50

DOUGLAS COUNTY PUBLIC WORKS
PROJECT 2015-61/BID NO. 17-F-0015
DESCRIPTION: N 1500 RD IMPROVEMENTS AND 2 CULVERT REPLACEMENTS
BID TABULATION
June 6, 2017

ITEM NO.	BID ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		King's Construction		Amino Brothers		Ebert Construction		Criquei Construction		RD Johnson	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
29	Mulching (Hydro) (Fescue Mix)	S.Y.	9,680	\$1.25	\$12,100.00	\$1.75	\$16,940.00	\$0.48	\$4,646.40	\$4.19	\$40,559.20	\$0.43	\$4,162.40	\$2.50	\$24,200.00
30	Mulching (Hydro) (Brome Mix)	S.Y.	15,340	\$1.25	\$19,175.00	\$1.75	\$26,845.00	\$0.48	\$7,363.20	\$4.20	\$64,428.00	\$0.44	\$6,749.60	\$2.25	\$34,515.00
31	Type 2, Class E Erosion Control Mat (Brome Mix)	S.Y.	6,440	\$3.70	\$23,828.00	\$1.50	\$9,660.00	\$2.86	\$18,418.40	\$3.76	\$24,214.40	\$1.95	\$12,558.00	\$1.50	\$9,660.00
32	Biodegradable Log (12")	L.F.	500	\$8.00	\$4,000.00	\$9.00	\$4,500.00	\$3.71	\$1,855.00	\$6.33	\$3,165.00	\$4.50	\$2,250.00	\$4.00	\$2,000.00
33	Silt Fence	L.F.	250	\$5.00	\$1,250.00	\$5.00	\$1,250.00	\$1.71	\$427.50	\$1.71	\$427.50	\$1.25	\$312.50	\$1.50	\$375.00
34	Sediment Removal (Set Price)	C.Y.	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
35	SWPPP Inspection	EA	45	\$300.00	\$13,500.00	\$250.00	\$11,250.00	\$145.00	\$6,525.00	\$380.43	\$17,119.35	\$150.00	\$6,750.00	\$25.00	\$1,125.00
36	Work Zone Signs (0 to 9.25 sq.ft.)	EA/DAY	5,096	\$0.50	\$2,548.00	\$0.15	\$764.40	\$0.01	\$50.96	\$0.10	\$509.60	\$0.11	\$560.56	\$0.15	\$764.40
37	Work Zone Signs (9.26 to 16.25 sq.ft.)	EA/DAY	1,568	\$0.50	\$784.00	\$1.10	\$1,724.80	\$0.01	\$15.68	\$1.00	\$1,568.00	\$1.10	\$1,724.80	\$1.15	\$1,803.20
38	Work Zone Barricades (Type III)	EA/DAY	1,960	\$1.50	\$2,940.00	\$1.10	\$2,156.00	\$0.01	\$19.60	\$1.00	\$1,960.00	\$1.10	\$2,156.00	\$1.15	\$2,254.00
39	Work Zone Warning Light (Type "A" Low Intensity)	EA/DAY	4,312	\$0.25	\$1,078.00	\$0.30	\$1,293.60	\$0.01	\$43.12	\$0.25	\$1,078.00	\$0.26	\$1,121.12	\$0.30	\$1,293.60
40	Work Zone Signs (Special) (16.26 sq.ft. & More)	EA	7	\$420.00	\$2,940.00	\$210.00	\$1,470.00	\$515.00	\$3,605.00	\$200.00	\$1,400.00	\$220.00	\$1,540.00	\$230.00	\$1,610.00
41	Traffic Control (Initial Set Up)	L.S.	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$9,350.00	\$9,350.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,875.00	\$2,875.00
TOTAL BID -					\$671,135.50		\$665,184.20		\$767,844.14		\$814,931.51		\$850,324.98		\$894,895.83



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2015-61

N 1500 RD IMPROVEMENTS
15.00N-16.24E CULVERT REPLACEMENT
15.40N-16.22E CULVERT REPLACEMENT

BID #17-F-0015

Douglas County Commissioners

Mike Gaughan, Chairman

Nancy Thellman, Member

Michelle Derusseau, Member

Approved By:

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

Date: 5/1/2017

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

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<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the Office of the Douglas County Clerk until 3:00 P.M., Tuesday, June 6, 2017, and then publicly opened in the Courthouse, 1100 Massachusetts Street, Lawrence, Kansas.

Douglas County Project 2015-61 consists of replacing two existing culverts with pre-cast culverts, replacing two cross road pipes, road and channel grading, HMA-Base and Surfacing, aggregate shouldering, erosion control, seeding, and traffic control. Douglas County Project 2015-61 is located on N1500 Road and E1625 Road East of Lawrence, Kansas.

All bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star @ www.demandstar.com, and are open for public inspection. Proposals shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, upon which is clearly written or printed "Proposal for Douglas County Project No. 2015-61", and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Copies of the Contract Documents and Specifications are available from the Office of the Director of Public Works and County Engineer of Douglas County, Kansas. A Fifty Dollar (\$50.00) non-refundable deposit is required per set, which includes one "11 x 17" set of plans and a copy of the contract documents and specifications. The contract documents, specifications, and plans become the property of the prospective bidder and are not returnable. Copies of the contract documents, specifications, and plans are on file and open for public inspection at the Office of the County Engineer.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK or a BID BOND for not less than Five Percent (5%) of the base bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

Contracts will be awarded only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.

The Board of County Commissioners of Douglas County, Kansas reserve the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Commission deems best suited to accomplish the work.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E.
Director of Public Works
Date: 5/1/2017

Publication Date: Tuesday May 16, 2017
Saturday May 27, 2017

cc: Lawrence Journal World
Douglas County Commission
Douglas County Clerk

Douglas County Administrator
Douglas County Purchasing
Douglas County Operations

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

INFORMATION FOR BIDDERS

1. Proposals must be submitted on duly executed copy of the Proposal Forms obtained at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046 or Demand Star.
2. Proposals must be in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written, or printed, "Proposal for Douglas County Project No. 2015-61" and the name and address of the bidder.
3. Each bidder shall state in his Proposal, his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within twenty-one (21) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into Contract with Douglas County, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the County Treasury.
5. Contracts will be let only to such bidders as are on the list of Pre-Qualified Contractors for the Kansas Department of Transportation on the date established for receiving and opening of bids.
6. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items.
7. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.
8. Proposals must be signed.
9. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.
10. The winning bidder shall, within twenty-one (21) days of the Award of the Contract, file an approved Statutory Bond and an approved Performance and Maintenance Bond in an amount equal to the total bid.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

SPECIFICATIONS

THE STANDARD SPECIFICATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION OF THE KANSAS DEPARTMENT OF TRANSPORTATION, EDITION OF 2015, shall be the Specifications for this Contract except the Sections and Articles which shall be deleted from the STANDARD SPECIFICATIONS and shall be revised as hereinafter shown.

DIVISION 100

GENERAL CLAUSES AND COVENANTS

Section 101.3

DEFINITIONS

BID BOND – DELETE item and ADD – The approved form of security, executed by the bidder and his surety or sureties, guaranteeing the execution of a satisfactory contract and the filing of an acceptable contract bond if the bidder's offer is accepted. The bid bond shall be a Certified Check, Cashier's Check or Bid Bond in the amount of five percent (5%) of the base bid. Said check or bond shall be made payable to the Board of County Commissioners, Douglas County, Kansas.

CONTRACT - DELETE item and ADD - The written agreement between the Board of County Commissioners of Douglas County, Kansas, and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract shall include the Contract Documents, which shall include the Proposal, Plans, Specifications, Contract Drawings, Supplemental Specifications, Special Provisions, Contract, Performance and Maintenance Bond, and the Statutory Bond, and also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND - DELETE item and ADD - The Statutory Bond and the Performance and Maintenance Bond executed by the Contractor and his Surety, guaranteeing execution of the Contract and all Supplemental Agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project.

DEPARTMENT - ADD - Douglas County, Kansas, represented by its Board of County Commissioners.

ENGINEER - DELETE item and ADD - Douglas County, Kansas, or the Director of Public Works of Douglas County, Kansas, acting directly or through his authorized representatives on behalf of Douglas County, Kansas.

LABORATORY - ADD - The testing laboratory designated by the Engineer.

SPECIFICATIONS (Continued)

RETAINAGE – ADD – From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-1120 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred Dollars (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

SECRETARY - DELETE item and ADD - COUNTY - Douglas County, Kansas, represented by its Board of County Commissioners.

STATE - DELETE item and ADD - COUNTY - Douglas County, Kansas represented by its Board of County Commissioners.

Section 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 NOTICE TO CONTRACTORS (ADVERTISEMENT), DELETE item and ADD – Douglas County will publish a Notice to Contractor's to notify prospective Contractors of a letting. This notice describes the contemplated work, informs the Contractor how to obtain Bidding Proposal Forms, identifies the location of plans and specifications, identifies the time and place for receiving bids, and reserves Douglas County's right to reject bids. All proposal blanks shall be obtained by prequalified bidders from the Office of the Director of Public Works of Douglas County, 3755 E. 25th Street, Lawrence, Kansas 66046. Proposal forms will be issued up to, but not after the close of business on the day preceding the opening of bids.

102.2(a) Prequalification Requirements. - DELETE the first sentence beginning with "Before...." and ending with "....work" and ADD - Bidders shall be prequalified for the type and magnitude of work covered by this Contract with the Kansas Department of Transportation as of the date established for receiving and opening of bids and shall give signed permission, if requested by the Engineer, to Douglas County, Kansas, to obtain the bidder's qualification from the Kansas Department of Transportation. Bidders will be classified under one or more of the classifications listed under section 102.2(b).

102.11 BID BONDS - DELETE item and ADD - No Proposal will be accepted unless accompanied by a certified check, cashier's check or a bid bond in the amount of five percent (5%) of the base bid and made payable to the Board of County Commissioners, Douglas County, Kansas. The full amount of the proposed guaranty shall be forfeited to the County in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory Contract and file Contract Bonds within twenty-one (21) days after the notice of the award of Contract.

The Guarantees of the two (2) lowest responsible bidders shall remain in full force until such time as the execution of a Contract has been completed by the successful bidder and satisfactory Contract Bonds have been furnished. The Guarantees will be returned after the above has been accomplished.

SPECIFICATIONS (Continued)

102.12 SUBMITTING PROPOSALS - DELETE item and ADD - Each Proposal must be submitted on forms obtainable at the Office of the Director of Public Works, 3755 E. 25th Street, Lawrence, Kansas 66046, and must be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, Lawrence, Kansas, upon which is clearly written or printed "Proposal for Douglas County Project No. 2015-61", and the name and address of the bidder. When a Proposal is sent by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the County Clerk, Courthouse, Lawrence, Kansas. All Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the stated time for filing will be returned to the bidders unopened. Faxed bids will not be accepted. Douglas County is not responsible for lost or misdirected bids, whether lost or misdirected by the postal or courier service of the bidder or the Douglas County mail room.

102.13 WITHDRAWING PROPOSALS BEFORE THE LETTING - DELETE item and ADD - A Proposal may be withdrawn after it has been delivered to the Office of the County Clerk, Courthouse, Lawrence, Kansas, by a letter or by written request of the bidder or his authorized representative in person, provided the request is in the hands of the County Clerk or Board of County Commissioners before the stipulated time for the opening of the Proposals.

102.14 REVISING PROPOSALS – DELETE item and ADD -A withdrawn Proposal may be corrected or altered in person by the bidder or his authorized representative and resubmitted before the stipulated time for opening of the Proposals.

Proposals cannot be altered or corrected by wire or letter.

Section 103

AWARD AND EXECUTION OF CONTRACT

103.3 CONTRACT BOND REQUIREMENTS - DELETE item and ADD - The successful bidder before entering into a Contract and within twenty-one (21) days after notice of the award of the Contract, shall execute a Statutory Bond and a Performance and Maintenance Bond in the form prescribed by the County and in the penal sum of the amount of the Contract, with a Surety to be approved by the County. The Statutory Bond and the Performance and Maintenance Bond shall be conditioned upon the faithful performance of the Contract and the payment of all indebtedness incurred for all labor, materials and supplies furnished therefore. The Bonds must be kept in full force for the time required by law and, if longer, during the applicable warranty periods. In the event the Surety or Bonding Company fails or becomes financially insolvent, then the Contractor shall, within five (5) business days of such failure or insolvency, file new and sufficient bonds in the amount designated by the County.

103.4 (a) EXECUTING THE CONTRACT - DELETE this section and ADD - The successful bidder shall furnish satisfactory Bonds, certificate(s) of insurance, and sign the contract within twenty-one (21) days after notice of the award of Contract.

SPECIFICATIONS (Continued)

103.5 FAILING TO EXECUTE THE CONTRACT - DELETE item and ADD - The failure of the successful bidder to execute a Contract and file Contract Bonds within twenty-one (21) days from the date of the notice of the award shall, at the option of the County, be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the County, not as a penalty but in liquidation damages sustained through delay.

In the event that the County opts to annul the award, the Contract may be reawarded to the next lowest responsible bidder, or Proposals may again be received at some later date.

Section 109

MEASUREMENT AND PAYMENT

109.2 SCOPE OF PAYMENT – ADD the following paragraph 109.2(f)RETAINAGE –: From the grand total of the work completed as estimated by the Engineer, there shall be deducted five (5) percent to be retained by the County as required by KSA 68-1120 until full and satisfactory completion of the Contract, Specifications and Contract Documents and the Engineer shall certify the balance to the Commission for payment; except that no amount less than Five Hundred (\$500.00) will be paid unless the total amount of the Contract remaining unpaid is less than Five Hundred Dollars (\$500.00).

109.5 PROGRESS PAYMENTS, DELETE the last sentence of subsection 109.5(a) “Work Accomplished” and replace with the following – “The Engineer may withhold from progress payments, liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, five (5) percent contract retainage as required by KSA 68-1120, and other deducts the Contract Documents specify.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015
PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
COURTHOUSE
LAWRENCE, KANSAS 66044

1. Proposal of KINGS CONSTRUCTION CO INC for the performance of "Douglas County Project No. 2015-61", in Douglas County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".
2. The undersigned agrees to execute a contract for the proposed work within twenty-one (21) days after notice of the award of the Contract and to complete the work, if the proposal is accepted, within seventy (70) working days. The earliest anticipated date for the "Notice to Proceed" is July 24, 2017. The latest anticipated date for the "Notice to Proceed" is August 7, 2017.
3. In conformity with Article 108.8 of the Specifications, the liquidated damages for this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that is made without any connection with any person or persons making another bid for the same Contract; that is in all respects fair and without collusion, fraud or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated

JUNE 6, 2017

KINGS CONSTRUCTION CO INC
Name of Organization

By:

KENT A KING, PRESIDENT

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

SCHEDULE OF PRICES

<u>Line Item No.</u>	<u>Road Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
1	MOBILIZATION	L.S.	1	\$32,500.00	\$32,500.00
2	CONTRACTOR CONSTRUCTION STAKING	L.S.	1	\$4,000.00	\$4,000.00
3	CLEARING AND GRUBBING	L.S.	1	\$5,000.00	\$5,000.00
4	REMOVAL OF EXISTING STRUCTURES	L.S.	1	\$12,500.00	\$12,500.00
5	FIELD OFFICE	EA.	1	\$7,500.00	\$7,500.00
6	COMMON EXCAVATION	C.Y.	29,130	\$4.25	\$123,802.50
7	COMPACTION OF EARTHWORK (TYPE AA) (MR-5-5)	C.Y.	359	\$3.00	\$1,077.00
8	COMPACTION OF EARTHWORK (TYPE B) (MR-90)	C.Y.	7,274	\$1.50	\$10,911.00
9	WATER (GRADING) (SET)	MGAL	1	\$35.00	\$35.00
10	FOUNDATION STABILIZATION	C.Y.	93	\$48.00	\$4,464.00
11	CONCRETE SEAL COURSE	C.Y.	31	\$450.00	\$13,950.00
12	HMA - COMMERCIAL GRADE (CLASS A) (BASE)	TON	930	\$66.50	\$61,845.00
13	HMA - COMMERCIAL GRADE (CLASS A) (SURFACE)	TON	221	\$75.40	\$16,663.40
14	AGGREGATE BASE (AB-3) (6")	S.Y.	717	\$8.00	\$5,736.00
15	END SECTION (18")(TYPE I)	EA.	2	\$350.00	\$700.00
16	ENTRANCE PIPE (18")(ACSP)	L.F.	34	\$35.00	\$1,190.00
17	CROSS ROAD PIPE (24")(ACSP)	L.F.	78	\$50.00	\$3,900.00
18	END SECTION (24")(TYPE I)	EA.	4	\$400.00	\$1,600.00
19	REINFORCED CONCRETE BOX (18' x 6') (PRECAST)	L.F.	50	\$2,465.00	\$123,250.00
20	REINFORCED CONCRETE BOX (10' x 7') (PRECAST)	L.F.	122	\$1,055.00	\$128,710.00
21	RIPRAP (LIGHT STONE)(FACING)	S.Y.	113	\$65.00	\$7,345.00
22	AGGREGATE DITCHLINING (6")	TON	106	\$45.00	\$4,770.00
23	AGGREGATE SHOULDER (AS-1)(6")	S.Y.	180	\$9.00	\$1,620.00
24	TEMPORARY SURFACING MATERIAL (AGGREGTE) (SET)	C.Y.	1	\$35.00	\$35.00

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

SCHEDULE OF PRICES

<u>Line Item No.</u>	<u>Road Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
25	MAINTENANCE AND RESTORATION OF HAUL ROADS (SET)	L.S.	1	\$2,000.00	\$2,000.00
26	PERMANENT SIGNING (0 TO 9.25 SQ FT)	S.F.	65.5	\$43.00	\$2,816.50
27	THERMOPLASTIC RAILROAD CROSSING EMBLEM	EA.	1	\$1,500.00	\$1,500.00
28	TEMPORARY FERTILIZER, SEED & MULCH	AC	6.5	\$750.00	\$4,875.00
29	MULCHING (HYDRO)(FESCUE MIX)	S.Y.	9,680	\$1.75	\$16,940.00
30	MULCHING (HYDRO)(BROME MIX)	S.Y.	15,340	\$1.75	\$26,845.00
31	TYPE 2, CLASS E EROSION CONTROL MAT (BROME MIX)	S.Y.	6,440	\$1.50	\$9,660.00
32	BIODEGRADABLE LOG (12")	L.F.	500	\$9.00	\$4,500.00
33	SILT FENCE	L.F.	250	\$5.00	\$1,250.00
34	SEDIMENT REMOVAL (SET)	C.Y.	1	\$35.00	\$35.00
35	SWPPP INSPECTION	EA.	45	\$250.00	\$11,250.00
36	WORK ZONE SIGNS (0 TO 9.25 SQ. FT.)	EA/DAY	5,096	\$0.15	\$764.40
37	WORK ZONE SIGNS (9.26 TO 16.25 SQ. FT.)	EA/DAY	1,568	\$1.10	\$1,724.80
38	WORK ZONE BARRICADES (TYPE III)	EA/DAY	1,960	\$1.10	\$2,156.00
39	WORK ZONE WARNING LIGHT (TYPE "A" LOW INTENSITY)	EA/DAY	4,312	\$0.30	\$1,293.60
40	WORK ZONE SIGNS (SPECIAL)(16.26 SQ FT & MORE)	EA.	7	\$210.00	\$1,470.00
41	TRAFFIC CONTROL (INITIAL SETUP)	L.S.	1	\$3,000.00	\$3,000.00

NOTE: Bidder shall extend all items and total bid.

GRAND TOTAL BID \$665,184.20

CONTRACTOR King's Construction Co., Inc.
205 Walnut
Oskaloosa, KS 66066



DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

CONTRACT

THIS CONTRACT, made and entered into this **14** day of **June**, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, Party of the First Part, hereinafter referred to as the COUNTY, and **KING'S CONSTRUCTION CO INC**, Party of the Second Part, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the County as set forth in the General Clauses, the said Contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Specifications and Contract Drawings as approved and filed pursuant to law in the Office of the County Clerk of Douglas County, Kansas.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the County shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the Specifications and Contract Documents, and set forth in the Proposal as accepted by the County, subject to compliance with K.S.A 68, Article 11.

Article 3: It is hereby further agreed that Contractor will, for a period of twelve (12) months following the County's acceptance of the Contractor's work, at the request of County, correct any defects in the work due to faulty or defective materials or workmanship, without additional cost to the County; provided that neither final payment by the County nor the acceptance of the Contractor's work shall relieve Contractor, or its surety under the Performance and Maintenance Bond, from such obligation to cure any such defects.

Article 4: It is hereby further agreed that, at the completion of the work, and its acceptance by the County, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the Contract in accordance with the provisions of the General Clauses, will be paid the Contractor by the County within sixty (60) days after said completion and acceptance.

Article 5: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor shall be deemed to referring to the Contractor, his-her-theirs heirs, executors, administrators, successors, or assigns.

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

CONTRACT (continued)

Article 6: It is hereby further agreed that any reference herein to the "Contract Documents" shall include all "Contract Documents" as specifically set out in the Specifications and are hereby made a part of this Contract as fully as if set out in length herein.

IN WITNESS WHEREOF, the Party of the First Part and Party of the Second Part, respectively, have caused this agreement to be duly executed the day and year first hereinwritten, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

County Clerk

Chairman

Date

Commissioner

Commissioner

Approved as to Legality:

Douglas County Counselor

Name of Organization

Date

By: _____

Title of Signature

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

STATUTORY (PAYMENT) BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas in the penal sum of _____ Dollars (\$_____) (the current amount of the contract price between Principal and Owner) lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has on the _____ day of _____, 20____, entered into a written Agreement with the Board of County Commissioners of Douglas County, Kansas, hereinafter called the Owner, for furnishing labor, equipment, material, and supplies used or consumed in connection with the installation, construction of, or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project (the "Undertaking"). The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal or any Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for the Undertaking as required under the Contract, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or any Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for the Undertaking as required under the Contract, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest and attorneys' fees as provided by law.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Owner.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner be obligated for the payment of any bond premium.

The Surety and Principal agree that any persons interested shall have a direct right of action hereunder against the Principal and Surety.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20__.

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

BOND NO. _____

DOUGLAS COUNTY, KANSAS
PROJECT NO. 2015-61
BID #17-F-0015

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

We, _____, as Principal, and _____, a surety company duly authorized to do business in the State of Kansas, as Surety, are held and firmly bound unto the Board of County Commissioners of Douglas County, Kansas, as Obligee, in the penal sum of _____ Dollars (\$_____) (the current amount of the contract price between Principal and Obligee), lawful money of the United States of America, for the payment of which sum well and truly to be made, bind ourselves, and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Principal has, on _____, 20____, entered into a written Agreement with the Obligee for furnishing labor, equipment, material, and supplies in connection with the installation, construction of or in making such improvements, equipment, and services described in said Agreement, all in accordance with the plans, specifications and other Contract Documents described therein and as supplemented and otherwise changed during the project. The Agreement (including but not limited to the plans, specifications and other Contract Documents) is by reference made a part hereof, and is hereinafter called the Contract.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, obligation and part of the Contract, according to the true intent and meaning in each case, and hold the Obligee harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said Principal or by reason of any injury to persons or property occasioned by the action of said Principal or its employees, and if said Principal maintains the improvement, equipment, and service as provided for in said Contract and make good all defects in materials and workmanship as required under the Contract, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal is, and is declared by the Obligee to be, in default under the Contract, the Surety shall remedy the default at its expense by promptly (a) completing the Contract in accordance with its terms and conditions, through its agents or independent contractors; or (b) obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee, secured by payment and performance bonds, and pay to Obligee the final cost of such agreements less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s) to the Contract as approved by the Obligee; or (c) work out such other arrangements as are accepted by Obligee in writing. The term "balance of the Contract Price," as used herein, shall mean the total amount payable by the Obligee to the Principal under the Contract, and any amendments thereto, less the amount paid by the Obligee to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees, for value received, that no change, extension of time, modification, supplement, alteration or addition to the undertakings, covenants, terms or conditions of the Contract or the Undertaking, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, modification, supplement, alteration or addition to the terms or conditions of the Contract or Undertaking. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the Contract as approved by the Obligee. Principal and Surety further stipulate and agree that acceptance, approval or certification of completion of work under the Contract and/or payment (final or otherwise) by Obligee shall not relieve the Principal or Surety from any liability for any failure to fully perform the Contract or any other obligation on this bond.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any bond premium.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be duly signed this ____ day of _____, 20____.

Principal

By _____

(Official Title)

Surety Company

By: _____
(Attorney-In-Fact)

By: _____
(Kansas Agent)

(A certified copy of the Attorney-in-Fact's Power of Attorney from the Surety, to include the date and amount of the bond, must be attached to this bond).

Sufficiency of the Bond Approved by:

Chairperson of Board of County Commissioners

Date: _____

Attest:

County Clerk

Date: _____

Form and Amount of Bond Approved By:

County Counselor

Date: _____

NOTE:

1. Date of bond must not be prior to date of Agreement.
2. If Principal is a partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the U.S. Department of the Treasury's most current listing of approved sureties (Department Circular 570, as amended), and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's authority from the Surety certified to include the date of the bond.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SALES TAX EXEMPTION

In accordance with the provisions of K.S.A. 79-3606 (b), this Douglas County Project qualifies for Sales Tax Exemption. A sales tax exemption certificate number will be furnished to the Contractor following award of the Contract. The Contractor shall furnish to the Engineer copies of invoices on all materials incorporated in this project.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

DOUGLAS COUNTY
CONTRACTUAL PROVISIONS ATTACHMENT

- (a) Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting position in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- (b) Agreement With Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (c) Termination Due to Lack of Funding Appropriation: If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination, of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
- (d) Disclaimer of Liability: Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.).
- (e) Arbitration, Payment Due, Interest, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency.

Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- (f) Representative's Authority To Contract: By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
- (h) Anti-Discrimination Clause: The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part by Douglas County.

Parties to this contract understand that the provisions of this paragraph (h) (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

GENERAL DESCRIPTION:

Douglas County Project 2015-61 consists of replacing two existing culverts with pre-cast culverts, replacing two cross road pipes, road and channel grading, HMA-Base and Surfacing, aggregate shouldering, erosion control, seeding, and traffic control.

Douglas County Project 2015-61 is located on N1500 Road and E1625 Road East of Lawrence, Kansas.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

PLANS: The following plans accompany and supplement the Specifications:

<u>Sheet No.</u>	<u>Sheet Title</u>
1	TITLE SHEET
2	GENERAL NOTES AND QUANTITIES
3	TYPICAL SECTIONS AND MISC. DETAILS
4	GENERAL LAYOUT AND R.O.W.
5	N 1500 RD PLAN AND PROFILE
6-9	E 1625 RD PLAN AND PROFILE
10	CHANNEL PLAN AND PROFILE FOR STRUCTURE N15.00-E16.24 / ENTRANCE PLAN & PROFILE
11	CHANNEL PLAN AND PROFILE FOR STRUCTURE N15.40-E16.22
12	N 1500 ROAD CROSS SECTIONS
13-19	E 1625 ROAD CROSS SECTIONS
20-22	RCB DETAILS
23	CMP DETAILS
24	DITCH LINING
25	EROSION CONTROL PLANS
26	EROSION CONTROL MAT DETAILS
27-29	KDOT EROSION CONTROL STANDARD DETAILS
30-32	PERMANENT SIGN PLAN AND DETAILS
33-41	TRAFFIC CONTROL PLAN AND DETAILS

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

ENGINEER:

For the performance of work under this Contract, Douglas County, Kansas will perform the duties of the Engineer, as defined in the Specifications and hereinafter is referred to as the Engineer.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

OPERATIONS OF OTHERS:

The right is reserved by the County to have other work performed by other Contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Contractor shall agree, and hereby does agree, to make no claims against the County for additional compensation due to delays or other conditions created by the operations of other such parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of or adjacent to the Project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general harmony and in a satisfactory manner and his decision shall be final and binding upon the Contractor.

To expedite the completion of the over-all Project, it will be necessary for the work under this Contract to be coordinated with the construction under other contracts and by others. As far as possible, each Contractor shall so plan and conduct his operations and dispose of his materials as not to interfere with the operations of or damage the work of others engaged upon the construction of the overall Project. The Contractor shall perform his work in proper sequence with relation to that of the other Contractors and as the Engineer may direct. Each Contractor starting work while construction under other Contracts is in progress within the limits of the Project shall begin his work at certain locations which the Engineer may designate or approve and thereafter shall prosecute the work at such locations and in such order as the Engineer may from time to time prescribe or approve.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INSPECTION:

The Contractor shall furnish access to all parts of the Project for inspection by the Engineer or authorized representative of the Engineer. The Contractor shall notify the Engineer twenty-four (24) hours in advance of beginning work which requires inspection.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

RIGHT-OF-WAY:

The right-of-way will be available for use by the Contractor for access roads and storage space; provided that such use does not interfere with the permanent construction of the overall Project under this or any other contract and shall be subject to similar use by other Contractors working on various parts of the Project. Such use shall not impair the safety of the traveling public. Right-of-way shall be restored by the Contractor to its original condition before final payment will be made.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SPECIFICATIONS:

The bidder and/or Contractor(s) are required to furnish their own copies of the Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, Edition of 2015.

<http://www.ksdot.org/bureaus/burConsMain/specprov/2015specprov.asp>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

INDEMNITY PROVISION:

The Contractor hereby agrees to indemnify and hold harmless the County for any liability resulting from the injury or death of any person, including Contractor's employees, arising from unsafe conditions at the work site. "Unsafe" shall mean a failure by the Contractor to adhere to any applicable federal, state or local government standards established to protect the health, safety and welfare of the Contractor's employee, other persons at the work site, and the public in general.

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this Special Provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SECTION 804
MAINTENANCE AND RESTORATION
OF HAUL ROADS

SUBSECTION 804.1, DESCRIPTION, Page 800-11, Delete the second paragraph and replace with the following:

For the purpose of this specification and when the bid item is included in the contract items, a haul road is any public road in Kansas, excluding State highways, over which 2,000 tons or more material is hauled for the construction of the project. Such material includes both commercial delivery and Contractor production.

(Note: The following sentence has been deleted from Subsection 804.1: "The most direct route to the nearest state highway that is used for hauling commercial material into or from a commercially established plant site is not designated as part of the haul road. Roads into and from quarries are not designated as part of the haul road.")

SUBSECTION 804.4, MEASUREMENT AND PAYMENT, Page 800-11, Delete the first paragraph and replace with the following:

If the Contractor is obligated to perform maintenance and restoration as stated within Section 804, with exception of dust control, the Engineer will Measure and Pay "Maintenance and Restoration of Haul Roads (Set)" as a lump sum.

Labor, Equipment, Materials and incidentals necessary to reduce dust on active haul roads including return routes, in pits and staging areas, and on the project will not be measured directly but shall be considered subsidiary to other items in the contract.

SPECIAL PROVISION
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications of the Standard Specifications, this Special Provision shall govern.

ASPHALT SAFETY EDGE

1.0 DESCRIPTION:

The asphalt safety edge is a beveled edge to help lessen the severity of roadway departures. Incorporate a Safety Edge to the dimensions shown and at locations designated in the contract documents.

2.0 MATERIALS:

Construct the safety edge using the same material used to construct the adjoining pavement.

3.0 EQUIPMENT:

Equip the paver to ensure a 30 ± 5 degree wedge along the outside edge(s) of the roadway/shoulder (measured from the horizontal plane) in place after the final compaction. The Safety Edge system shall be adjustable to accommodate varying paving depths. The use of a single plate strike off will not be allowed. The Engineer may require proof that the device has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate wedge compaction to the satisfaction of the Engineer. Use an approved Safety Edge system that will:

- Compact the safety edge to a density at least as dense as the compaction imparted to the rest of the HMA layer by the paving screed
- Produce a wedge that is free of objectionable voids, has a uniform texture, shape and density while automatically adjusting to varying heights encountered along the roadway shoulder.

4.0 CONSTRUCTION METHODS:

When a Safety Edge is required by the contract documents, attach a device to the paver screed to confine material at the end gate and extrude the asphalt material in a wedge shape having an angle between 30 ± 5 degrees (see figure). Ensure the wedge is compacted sufficiently as to eliminate objectionable voids. Maintain contact between the device and road shoulder surface, and allow automatic transition to cross roads, driveways and other obstructions. Use the device to constrain the asphalt head, reducing the area and increasing the density of the extruded profile.

The Engineer may allow short sections of handwork when necessary for transitions at driveways, intersections, bridges or other obstructions. Safety edge shape shall be constructed as shown in the contract documents.

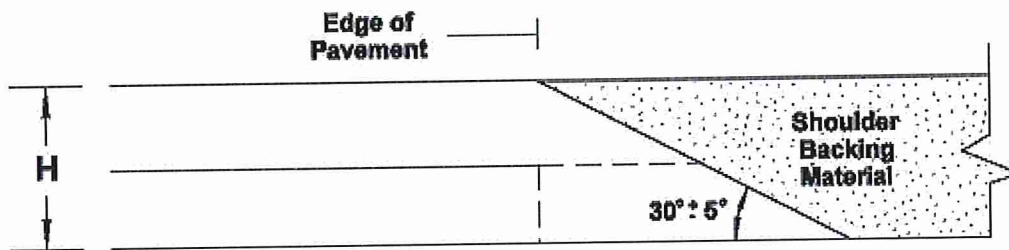
Prior to surfacing, remove any shoulder material higher than the milled surface a minimum of 6 inches outside the edge of pavement, except for entrances and side roads or as directed by the engineer, to allow for the safety edge.

5.0 METHOD OF MEASUREMENT:

Asphalt safety edge will not be measured for payment.

6.0 BASIS OF PAYMENT:

Include the cost of constructing the asphalt safety edge in the price bid for HMA – Commercial Grade pay items(s) included in the contract.



For H ≤ 5 In.

GENERAL INFORMATION: The Kansas LTAP has two Advent-Edge shoes for loan, along with a universal bracket for attaching the shoe to a paving machine. For further information or to reserve this equipment contact the Kansas LTAP.

Kansas LTAP
1530 W. 15th Street #2160
Lawrence, Kansas 66045
Phone: 785-864-5658
Fax: 785-864-3199
<http://www.ksltap.org>

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

PRICE ADJUSTMENT FOR ASPHALT MATERIALS

Prices quoted for asphalt material (HMA – Commercial Grade (Class A)) will be based on the Computed Monthly Asphalt Material Index in effect for May, 2017 as listed @ <http://www.ksdot.org/burconsmain/ppreg/AsphaltPriceIndex.asp>. Hot mix asphalt provided/placed will be adjusted in subsequent months \$0.50/ton for each \$10.00 increase/decrease in the Computed Monthly Asphalt Material Index, based on the initial price index shown for May, 2017.

The adjusted unit cost will apply until all work is complete. If contract time expires, no additional increases will be allowed, but if the asphalt price decreases during this time the revised unit costs will reflect this change.

Example:

Change in Price of Asphalt Oil/Ton	Adjustment in the Bid Price of Asphalt Mat'l
\$0.00 - \$9.99	\$0.00
\$10.00 - \$19.99	\$0.50
\$20.00 - \$29.99	\$1.00
\$30.00 - \$39.99	\$1.50

SPECIAL PROVISIONS
TO THE
STANDARD SPECIFICATIONS
EDITION OF 2015

NOTE: Whenever this special provision conflicts with the Plans, Supplemental Specifications or Standard Specifications, this Special Provision shall govern.

SECTION 611

HOT MIX ASPHALT (HMA) – COMMERCIAL GRADE

SUBSECTION 611.1 DESCRIPTION, Add the following Bid Items:

<u>BID ITEMS</u>	<u>UNIT</u>
HMA – COMMERCIAL GRADE (CLASS A) (SURFACE)	TON
HMA – COMMERCIAL GRADE (CLASS A) (BASE)	TON
HMA – COMMERCIAL GRADE (CLASS A) (PATCHING)	TON

SUBSECTION 611.2 MATERIALS,

b. Asphalt. ADD- Provide SS-1HP for the tack oil.

c. Mix Design.

(1) Table 611-1,

Change the "Reclaimed Asphalt Pavement (RAP) (max. %)" from 25% to 10% for mixes designated for surface construction and 30% for mixes designated for asphalt base and patching.

Change the Binder requirement to PG64-22

Delete note (1) shown below table 611-1.

d. Process Control. Replace – "24 hours" with "48 hours".

Testing will be completed and the results reported to the Contractor within 24 hours.

f. Additives. Delete the last three (3) paragraphs about (WMA)

SUBSECTION 611.3 CONSTRUCTION REQUIREMENTS

a. General, Add the following:

A transfer machine/hopper will not be required for this project.

If the Engineer removes the Material Transfer Device and/or Paver

Hopper Insert:

Do not raise (dump) the wings of the paver receiving hopper at any time during the paving operation. The Engineer may waive this requirement if it is determined that raising (dumping) the wings will not produce detrimental segregation. If segregation or irregularities in the pavement surface or density are noted, review the plant, hauling and paving operations and take corrective action.

Spread the HMA and finish to the specified crown and grade using an automatically controlled HMA paver. Operate the paver at a speed which shall provide a uniform rate of placement without undue interruption. At all times, keep the paver hopper sufficiently full to prevent non-uniform flow of the HMA to the augers and screed.

Achieve grade control by use of 1 or more of the following grade reference devices. Approval of any of these devices will be based upon satisfactory performance.

- (a) Traveling Stringline. Attach a traveling stringline or ski type attachment, a minimum length of 30 feet, to the paver and operate parallel with its line of travel.
- (b) Reference Shoe; Attach a short reference shoe or joint matching device to the paver for control in matching surface grades along longitudinal joints of a newly placed mat.
- (c) Erect Stringline. Use an erected stringline consisting of a tightly stretched wire or string offset from and parallel to the pavement edge on 1 or both sides. Erect the stringline parallel to the established pavement surface grade and support at intervals as necessary to maintain the established grade and alignment.
- (d) Stringless Paving. Control line, grade and pavement cross-section as shown in the Contract Documents. Use electronic guidance systems that meet the requirements and tolerances listed in **SECTION 802**. Horizontal control is guided by GPS. Vertical control is guided by Total Stations. GPS will not be allowed for Vertical control.

Delete the following (under Table 602-9):

“When using WMA, achieve the maximum density before the temperature of the WMA falls below 165°F”.
“or 165°F for WMA”

c. Pavement Smoothness. Remove “Section 603 and”

The Engineer may test the completed surface with a 10 foot straightedge, and the maximum allowable surface variation is 3/16 inch in 10 feet.

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, 2015 EDITION

SECTION 901

STORMWATER POLLUTION MANAGEMENT

901.1 DESCRIPTION

Design, implement, inspect and maintain appropriate best management practices to minimize or eliminate erosion, sediment and other pollutants in stormwater runoff from the project.

BID ITEMS

SWPPP Design
SWPPP Inspection
Water Pollution Control Manager
Stormwater Compliance Disincentive Assessment

UNITS

Lump Sum
Each
Subsidiary
Lump Sum

901.2 MATERIALS

None Required.

901.3 CONSTRUCTION REQUIREMENTS

a. Permits.

(1) Projects with 1.0 acre or more of erodible surface: KDOT (or the local governmental agency) will submit the Notice of Intent (NOI) for authorization to discharge stormwater runoff from construction activities in accordance with the Kansas Water Pollution Control General Permit. This authorization does not cover Contractor plant sites and Contractor-Furnished borrow and waste sites outside the project limits.

(2) Projects with less than 1.0 acre of erodible surface: Kansas General Permit coverage is not required. The Contractor is required to comply with **subsection 901.3b.** and use appropriate Best Management Practices (BMPs) to minimize stormwater pollution.

A Storm Water Pollution Prevention Plan (SWPPP) (**subsection 901.3c.**) is not required.

Inspection and Maintenance Reports (**subsection 901.3e.**) are not required.

A Water Pollution Control Manager (**subsection 901.3d.**) is not required.

Stormwater Erosion Control Conferences (**subsection 901.3f.**) are not required.

b. General. When Contractor-furnished borrow or plant sites are outside the project limits, obtain all required permits and clearances required for compliance, **SECTION 107.** Provide copies of all such permits and clearances to the Engineer.

Take all measures necessary to minimize or eliminate erosion, sediment and other pollutants in stormwater runoff from the project and project related borrow areas.

Assume responsibility for inspection and maintenance of all erosion and sediment control measures within the project limits, whether originally implemented by the Contractor, KDOT or a third party. Obtain information regarding the SWPPP and active Best Management Practices (BMPs) from the Area Engineer. Maintenance or removal of BMPs not installed by the Contractor may be considered Extra Work, **SECTION 104**, unless addressed by other items of the contract (e.g. sediment removal).

Install devices to establish a perimeter control of the project in areas where it is anticipated that stormwater runoff will leave the project. Install perimeter control devices prior to or simultaneously with the clearing and grubbing operations. Do not perform grading until perimeter control devices are in place and approved by the Engineer.

Unless requested in writing from the Contractor, and approved in writing by the Engineer, or specified otherwise in the Contract Documents, do not exceed 750,000 square feet of surface area of erodible earth material per equipment spread at one time. The Engineer will limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow (within right-of-way) and embankment operations. Limit the exposed erodible earth material according to the capability and progress, and in keeping with the approved schedule.

Areas will not count toward the 750,000 square feet limit, when the following conditions are met:

For areas that will not be disturbed again due to project phasing:

- Finish grade the completed area;
- Stabilize and maintain stabilization according to **SECTION 902**; and
- Do not disturb the area again without a written request from the Contractor and written approval from the Engineer;

For areas that will be disturbed again due to project phasing:

- Rough grade; and
- Stabilize and maintain stabilization according to **SECTION 902**.

DO NOT clear and grub areas unless work will actively be performed in the exposed area (or portions of the exposed area) within 7 calendar days on exposed steep slope areas (40% or greater) or within 14 calendar days for all other exposed areas.

If areas are cleared and grubbed and not finish graded, not part of project phasing and no meaningful work toward the completion of the bid item is performed within the exposed area (or portions of the exposed area) for 7 calendar days on exposed steep slope areas (40% or greater) or 14 calendar days for all other exposed areas, stabilize and maintain stabilization of the exposed areas according to **SECTION 902** at no cost to KDOT.

If on-site or state-furnished off-site borrow areas are to be excavated below the ground water elevation, construct a temporary berm around the borrow area to prevent stormwater runoff from entering the excavated area.

Do not ford live streams with construction equipment.

Restrict construction operations in rivers, streams and other water impoundments to those areas that must be entered for the construction of temporary or permanent structures. Only use clean aggregate fill for temporary crossing, work platforms, etc.

When no longer required, promptly remove all falsework, piling, temporary crossings and other obstructions caused by the construction.

Where practical, do not store equipment or materials (including soil stockpiles) within 50 feet of rivers, streams or other surface waters. Avoid storing equipment or materials (including soil stockpiles) in flowlines of ditches or other drainage courses. Where such storage is necessary, obtain the Engineer's written approval and include in the project SWPPP appropriate best management practices for the storage area.

Install and maintain temporary erosion and pollution control devices as shown in the Contract Documents, **SECTION 902**, the SWPPP and as directed by the Engineer.

Implement temporary erosion and pollution control with best management practices (BMPs) as described in the SWPPP.

At a minimum, perform the following:

- Use temporary best management practices to minimize or eliminate pollutant discharge resulting from the construction of the project;
- Use temporary best management practices to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment;
- Coordinate temporary best management practices with the construction of permanent erosion control features to provide continuous erosion control;
- Schedule construction of drainage structures as soon as practicable;
- Schedule construction of permanent erosion control features as soon as practicable; and
- Immediately initiate placement of appropriate erosion control Best Management Practices (BMPs) in any exposed steep slope areas (40% or greater) where construction activities have permanently or temporarily ceased, and will not resume for a period exceeding 7 calendar days. For vegetative cover areas, in addition to seeding, watering, mulching, and any other required activities related to the planting and establishment of vegetation, utilize other appropriate erosion control practices such as geotextiles or erosion control mats.
- Immediately initiate temporary stabilization on areas that have been disturbed after construction activities have permanently ceased on that portion of the project site. Immediately initiate temporary stabilization measures on areas that have been disturbed after construction activities have temporarily ceased on that portion of the project site if construction activities will not resume for a period exceeding 14 calendar days. Temporary stabilization may include temporary seeding, geotextiles, mulches or other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb the area.
- Stabilization is initiated when physical work on the project to install stabilizing BMPs has begun. "Immediately" in the context of the above provisions has been defined by the EPA to mean "as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased." Prosecute stabilization work continuously and diligently until completed.

Notify the Engineer in writing within 24 hours of any chemical, sewage or other material spill which is required to be reported to the KDHE under part 10 of the NPDES permit. The notification shall include at a minimum the material spilled, location of the spill, and a description of containment or remediation actions taken. This notice to the Engineer does not relieve the Contractor of responsibility to report to the KDHE or to any other agency.

If temporary erosion and pollution control is not implemented and maintained according to this specification, the approved SWPPP, or the NPDES permit, the Area/Metro Engineer may suspend all or part of the work on the project until conditions are brought into compliance, as determined by the Area/Metro Engineer.

KDOT will not issue the Notice of Acceptance, **SECTION 105**, until all necessary maintenance, corrective actions, removal of unnecessary devices and temporary stabilization is completed for the project. Failure to complete this work within the contract time may result in liquidated damages, **SECTION 108**.

All SWPPP related documentation including the original SWPPP, all revisions/amendments, and inspection reports shall be retained by the Engineer upon Acceptance of the project.

c. Project Storm Water Pollution Prevention Plan (SWPPP). Before the preconstruction conference, submit to the Field Engineer a minimum of 3 original copies of the SWPPP. No contract work may begin until the Area/Metro Engineer has approved the SWPPP.

Design the SWPPP to comply with the NPDES permit for the project. At a minimum, the project SWPPP shall include:

- the SWPPP Inspection and Maintenance Report Forms (KDOT Form No. 247);
- The planned sequence of major construction activities;
- the Contractor's Erosion Control Site Plan;
- the SWPPP Contractor Certification Form 246. The Contractor and all subcontractors are required to certify that they understand the terms and conditions of the general NPDES permit. The Engineer will provide the SWPPP Certification Form (Form No. 246), or it can be found on the KDOT Internet;
- a copy of the Project Notice of Intent Form (NOI) for Stormwater Runoff from Construction Activities. (obtained from KDOT);
- An acknowledgement that State and Local requirements have been included in the SWPPP. Review all applicable permits (Corps of Engineers, Department of Agriculture, etc.) for special conditions affecting stormwater pollution control;
- Reference Contract Documents pertaining to temporary erosion and water pollution control. KDOT standard specifications, contractual special provisions and the policy on Storm Water Discharges can be found on the KDOT Internet at www.ksdot.org;
- A detailed description of Best Management Practices (BMPs) which will be used one or more times at the site for erosion and sediment control. Design, install and maintain BMPs to:
 - Control stormwater volume and velocity within the site;
 - Control stormwater discharges;

- Minimize the amount of soil exposed during construction activity;
- Minimize the disturbance of steep slopes (slopes of 40% or greater);
- Minimize sediment discharges from the site;
- Control discharges from sediment or soil stockpiles;
- Minimize the generation of dust;
- Minimize off-site tracking of soils;
- Provide storm drain inlet protection for inlets down gradient of sites not fully stabilized or where construction will soon be started;
- Design, install, implement and maintain additional BMPs to minimize or eliminate contamination of stormwater runoff to:
 - Minimize discharge of pollutants from equipment and vehicle washing;
 - Minimize the exposure of construction waste, trash, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater;
 - Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures;
 - BMPs in this category include but are not limited to:
 - Waste management including trash containers and regular site cleanup for proper disposal of solid waste such as scrap material, product/material shipping waste, food containers and cups;
 - Containers and proper disposal for waste paints, solvents, and cleaning compounds;
 - Portable toilets for proper disposal of sanitary waste;
 - Storage for construction materials away from drainage courses and low areas.

Update the erosion control site plan as work progresses to show changes due to revisions in work schedules or sequence of construction, or as directed by the Engineer. Update the site map to reflect erosion control devices that have been installed or removed.

d. Water Pollution Control Manager. Designate a Water Pollution Control Manager (WPCM) who shall visit the project during normal work hours on a frequent basis and at least once per week until all physical work is complete and the Engineer issues the Notice of Acceptance or a partial Notice of Acceptance. The required 180 day observation period for pavement markings is not considered to be physical work. The WPCM shall thoroughly review the project and SWPPP documentation during these site visits to verify the Contractor's compliance with this specification and with the NPDES permit. In addition, the WPCM shall:

- Have the authority to supervise all work performed by the Contractor and subcontractors that involves stormwater requirements or affects stormwater compliance;
- Have the responsibility to order Contractor employees and subcontractors to take appropriate corrective action to comply with stormwater requirements, including requiring any such person to cease or correct a violation of stormwater requirements and to order or recommend such other actions or sanctions as necessary to meet stormwater requirements;
- Be familiar with the Project SWPPP;

- Be responsible for updating the Project SWPPP and site maps to accurately reflect the BMPs in use on the project;
- Be the point of contact for KDOT regarding stormwater compliance;
- Have completed KDOT's Environmental Inspector Training (EIT) and Environmental Manager Training (EMT) programs within the 12 months prior to beginning construction activities. Maintain these certifications for the duration of the project;
- Review and sign SWPPP inspection reports within 3 days after receiving such reports, acknowledging awareness of any deficiencies and ensuring the correction of all deficiencies.
- Maintain and monitor an active email account capable of receiving electronic communications including inspection reports, photos and other documents relevant to stormwater compliance.

The WPCM may, when approved by the Engineer, perform SWPPP Inspections according to **subsection 901.3e**.

Immediately notify the Engineer in writing if the designated WPCM is replaced. The replacement WPCM shall comply with the above requirements, except that they shall have completed the training requirements within the 12 months prior to assuming WPCM duties. The notification shall include training certificates and contact information for the replacement WPCM.

e. SWPPP Inspections. The Contractor's Environmental Inspector shall have completed KDOT's Environmental Inspector Training (EIT) and maintain a current certification while performing SWPPP Inspections.

KDOT's Inspector and the Contractor's Environmental Inspector shall perform a joint inspection of the temporary erosion and pollution control devices every 14 days during normal work hours and within 24 hours of a rainfall event of ½ inch or more. Continue inspections at this frequency until all physical work is complete and the Engineer issues the Notice of Acceptance or a partial Notice of Acceptance. The required 180 day observation period for pavement markings is not considered to be physical work.

Document the SWPPP inspections on KDOT Form 247, (SWPPP Inspection and Maintenance Report). KDOT and Contractor Inspectors shall each sign the report.

Correct any deficiencies noted during a SWPPP Inspection within 7 days of the inspection despite weather conditions that make it difficult (but not impossible) to perform corrections. No additional time shall be granted for making corrections on the basis of weather unless it is physically impossible due to flooding or frozen ground conditions for the Contractor to complete the corrections within the 7 days allowed. No additional time will be granted to complete corrective actions unless approved by the Stormwater Compliance Engineer.

Submit completed copies of KDOT Form 247 to the Area/Metro Engineer and the Contractor's WPCM within 24 hours after an inspection has been made.

The WPCM shall review and sign the report within 3 calendar days of receiving the completed inspection report. The WPCM's signature acknowledges awareness of all reported deficiencies and corrective actions required to be taken within 7 calendar days of the inspection.

The Contractor Inspector's signature acknowledges awareness of all reported deficiencies and corrective actions required to be taken within 7 calendar days of the inspection.

The obligation to conduct formal inspections and complete an associated report every 14 days and within 24 hours of a rainfall event of ½ inch or more does not limit or otherwise modify the Contractor's obligation to monitor and maintain temporary erosion and pollution control devices daily.

f. Stormwater Erosion Control Conferences. Each project shall have a stormwater erosion control pre-construction conference before the start of construction activities.

KDOT and the Contractor shall also hold stormwater erosion control conferences before the start of each major phase of construction and before the winter shutdown period begins.

These conferences shall be attended by the KDOT Area/Metro Engineer, the WPCM, and Environmental Inspector(s) for the Project, and any erosion control subcontractor(s). The attendance sheet and minutes of the conference will be kept in the SWPPP notebook.

g. Stormwater Compliance Disincentive Assessment. If the Contractor's Environmental Inspector fails to perform a SWPPP Inspection as required according to **subsection 901.3e**, the Contractor shall be liable for a disincentive assessment. The disincentive assessment charged and owing shall be \$250 for each inspection not performed.

Failure to participate in the joint inspection does not relieve the Contractor of the responsibility to correct deficiencies noted by KDOT's Inspector.

If deficiencies noted during SWPPP inspections performed according to **subsection 901.3e** are not corrected within 7 calendar days of the inspection, the Contractor shall be liable for a disincentive assessment. The disincentive assessment charged and owing shall be fifty dollars (\$50) per day for each deficiency not corrected.

Should an event causing flooding or frozen ground conditions make it impossible to perform corrections within the allowed time, notify the Area/Metro Engineer and the Stormwater Compliance Engineer within 48 hours of the event. Within 3 days of the notification, submit in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; and a schedule for implementation of any measures to be taken to prevent or mitigate the delay. Include with the submittal any relevant documentation supporting the claim that the delay is due to impossible conditions and that best efforts were made to complete the required corrections and to minimize any delay to the extent possible. No additional time will be granted to submit the required information unless approved in writing by the Stormwater Compliance Engineer.

The Engineer will deduct and withhold from contract funds the Stormwater Compliance Disincentive Assessment under **subsection 901.3g**. The assessments are to be computed in the same manner as damages under **SECTION 108** (Liquidated Damages and Disincentive Assessments) except calendar days include Sundays, Holidays and the Winter Holiday Period. If contract funds are insufficient, the Contractor shall pay KDOT the balance owed. If the Contractor fails to pay KDOT the amount owed within 10 days after demand from KDOT, the Contractor shall be considered in breach of contract under **SECTION 108**.

The disincentive assessments under **subsection 901.3g.** are in addition to federal and state statutory penalties and fines that are allowed against the Contractor under the Clean Water Act and other environmental laws for violations of those laws. See also **subsection 901.3h.**

h. Penalties and Fines. Nothing in **SECTION 901** prevents KDHE, EPA or both from assessing penalties and fines against the Contractor because of the Contractor's failure to comply with applicable laws, regulations, ordinances, NPDES permit, other permits, the SWPPP, governmental administrative compliance orders or corrective orders for the Project, or a combination thereof.

Nothing in this **SECTION 901** prevents KDHE, EPA, or both from assessing penalties and fines against the Contractor because of the Contractor's failure to comply with an administrative claims settlement or consent decree that governs KDOT projects and that is included in the Proposal Form or that is added "Extra Work", **SECTION 104.**

Understand that penalties/fines may be imposed against KDOT, the Contractor, or both because of "shared" responsibility/liability under applicable environmental law, regulations, ordinances; the NPDES permit, other permits, the SWPPP, administrative corrective action orders, administrative claims settlements, consent decrees, legal judgments or a combination thereof. The Contractor shall have no claim that such shared responsibility/liability voids the Contractor's liability for disincentive assessments under **subsection 901.3g.** or for penalties/fines under **subsection 901.3h.**

901.4 MEASUREMENT AND PAYMENT

The Engineer will measure each SWPPP inspection performed in compliance with this specification.

The Engineer will not measure each Water Pollution Control Manager (WPCM). All duties of the WPCM shall be subsidiary to other bid items. Each is defined as each calendar week (Sunday-Saturday) that the Contractor provides a WPCM according to **subsection 901.3.d.** Each week will be measured only once, regardless of the number of site visits or time spent performing WPCM duties for that week.

The Engineer will not measure SWPPP design for payment as a lump sum. All revisions or updates to the SWPPP shall be subsidiary.

The Engineer will assess disincentives under the bid item "Stormwater Compliance Disincentive Assessment" by the Lump Sum.

01-08-16

Apr-16 Letting



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5157 Fax (785)-832-5148
hschnoes@douglas-county.com

Helen Schnoes
Food Systems Coordinator

Memo to: Douglas County Commission
Craig Weinaug, County Administrator

From: Helen Schnoes, Food Systems Coordinator

Subject: Douglas County Food System Plan Draft Presentation

Date: June 9, 2017

The Horizon 2020 Steering Committee asked the Douglas County Food Policy Council (DCFPC) and its staff to develop a set of goals, objectives, and policies to “ensure the master plan is fitting the true needs of the community” concerning agricultural land and rural character preservation and local food system development. To accomplish this, a community engagement process unfolded in 2016 and draft Food System Plan was released in January 2017. The Council and staff have overseen revisions and prepared an updated version for Commission consideration.

Staff worked with research consultant Barb LaClair to conduct an updated Food System Assessment to inform the plan. An executive summary is included in the Commission Packet and the full report is forthcoming. Public engagement efforts to inform the plan included 13 focus groups with community organizations, a health equity initiative with Sunrise Project Community Coordinators, a Lawrence Listens survey, and 5 public forums to discuss local actions.

The draft plan provides strategic recommendations in 5 goal areas:

1. Agricultural producers, food entrepreneurs, and food sector workers thrive in our regional economy.
2. As our cities grow, we prioritize natural resource conservation and maintain working lands to promote soil health.
3. We build and design our communities to ensure healthy food access and eliminate food deserts.
4. Our community fosters an equitable food system.
5. Our community eliminates waste in our local food system.

The final plan will also be presented for adoption to the City of Lawrence Commission and subsequently incorporated by reference into the revised comprehensive plan. The plan will then serve as the guiding document for the Council and staff to pursue food systems development.

Recommended Action: Direct staff to pursue changes or move to approve for adoption, as deemed appropriate.

Included:

- Douglas County Food System Plan (Draft, 6.9.17)
 - *Implementation Framework Appendix*
 - *Community Engagement Appendix*
 - *Linkage to Other Community Plans Appendix*
- Douglas County Food System Assessment Executive Summary (Draft, 6.9.17)

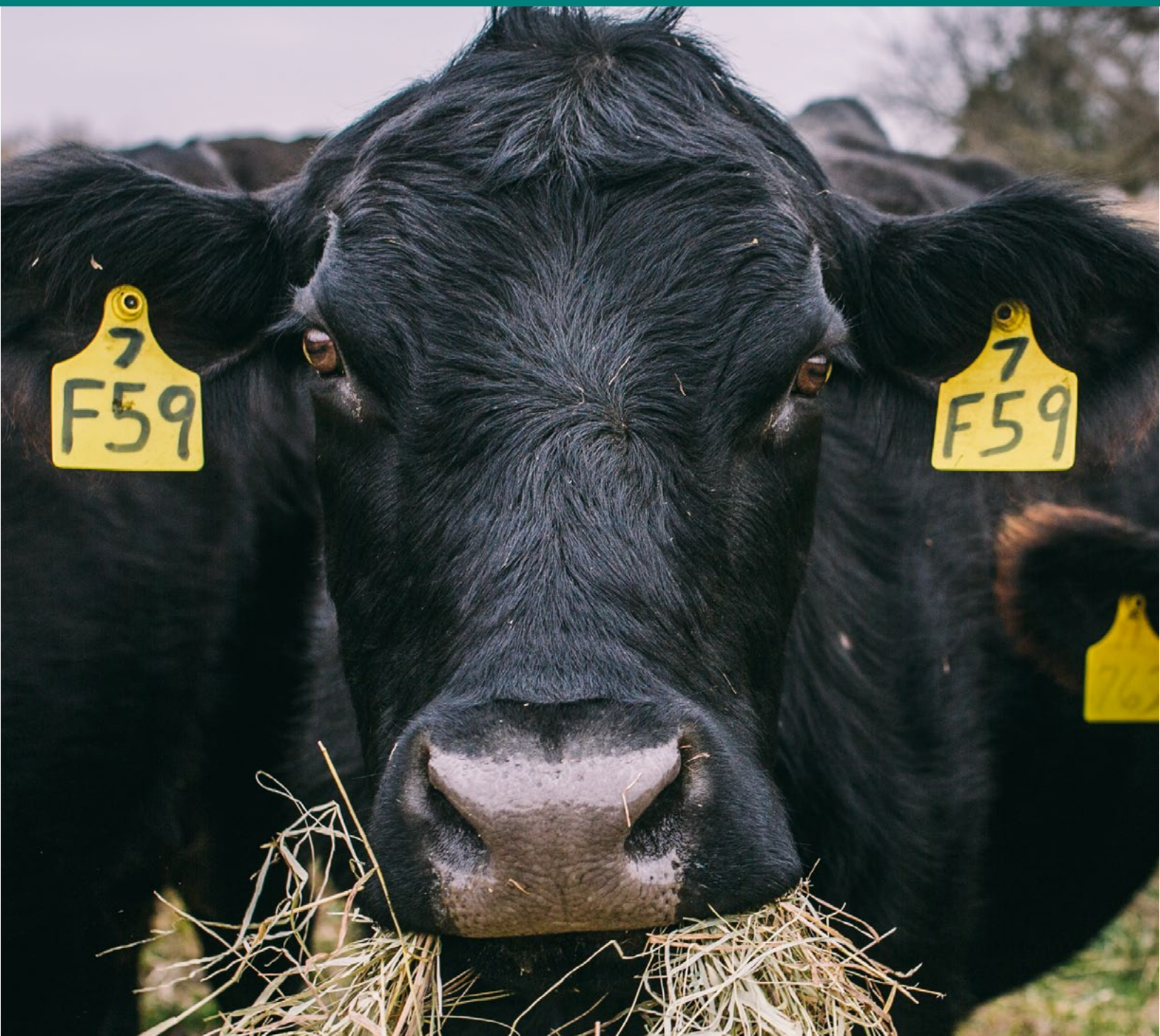


DOUGLAS COUNTY FOOD SYSTEM PLAN



DEVELOPED BY





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Other Acknowledgements????

Photography: Andrea Shafer Photography, www.ashaferphotography.com

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PURPOSE

Communities engage in planning activities to help guide future decisions. Planning can include land use, housing, transportation, economic development, and other key areas that shape a community. Local food system development is a new area of focus in planning—both nationally and in Douglas County.

This community plan, for the first time, provides strategic recommendations to help guide the development of the local food system in Douglas County, Kansas. Several themes emerged from the community in creating this plan:

- Build relationships and understanding across the urban-rural divide
- Respect individual rights while upholding the common good
- Find balance across the goals
- Implement actions and policies based upon community context

The plan was created as part of the process to update the Lawrence-Douglas County Comprehensive Plan (See insert box below). This plan sets a framework for the next 10 years to guide policy changes by our local governments, to shape the work of the Douglas County Food Policy Council (DCFPC), and to inspire community actions and partnerships.

We hope you find something in this plan that excites and inspires you! If you do, please join us in building a more robust local food system. See Moving the Plan Forward, page 31 for how you can get involved.

Follow progress by visiting the [DCFPC website](#) to see periodic reports about plan implementation.

To learn more, contact: hschnoes@douglas-county.com | 785-832-5157

Comprehensive plans, such as Horizon 2020, establish policies and guidelines for how a community will change over time. While updating the Lawrence-Douglas County Comprehensive Plan, nineteen topics were identified as important to include in the revision. These were summarized in an **Issue Action Report**.¹ Two issues directed the creation of this plan:

Issue 13: Enhance Agricultural Uses & Rural Character in Douglas County
Issue 14: Encourage/Support Local Food System Development

Based on these issues, the DCFPC was asked to develop a set of goals, objectives, and policies. The Report directed the DCFPC to “ensure the master plan is fitting the true needs of the community.” This Food System Plan will be incorporated by reference into the comprehensive plan. This means that although composed separately, the Food System Plan also functions as part of the full comprehensive plan.

WHAT IS THE FOOD SYSTEM?

Our local food system includes how we produce, buy, eat, and dispose of food in Douglas County. The journey our food takes from field to plate is influenced by ecosystems, education, culture, investment, research, and public policies. Working together can lead to many benefits in our community. This work includes strengthening connections between area producers and consumers to keep food dollars local.



Throughout this plan, you'll find key data points about our local food system. For a more comprehensive look at our food system, review the [2017 Douglas County Food System Assessment](#) [forthcoming].

What does local mean?

This report does not explicitly define “local.” It is important to remember that developing our local food system is not a choice between 100% locally-produced food or 100% imported food. The Douglas County Food Policy Council (DCFPC) has decided to not set a working definition of “local” for the Council’s work (such as grown only in Douglas County, or grown within 200 miles of Lawrence). Nationally, we see a trend towards letting institutions, like a school district, set their own local definition — not public policymakers.² Regardless, the DCFPC serves as an entity to reduce barriers and support local food connections to benefit Douglas County residents.

What benefits can come from a strong local food system?

Economic vitality

- Profitable agricultural businesses
- Successful food entrepreneurs
- Good jobs and career opportunities

Wellness

- Access to nourishing foods
- Food and gardening skills
- Great tasting local produce

Ecological resilience

- Healthy and abundant soils and waters
- Ability to endure extreme weather events
- Waste reduction and reuse

Equity

- Good food for all
- Celebration of diversity
- Empowerment and inclusion

WHAT IS THE DOUGLAS COUNTY FOOD POLICY COUNCIL?

Formed in 2010, the Douglas County Food Policy Council (DCFPC) is a body of 23 stakeholders from across the local food system, appointed by the Douglas County and City of Lawrence Commissioners. The Council exists to advise these elected officials on food-related policy issues and provides a community forum for local food system development.

Learn more at www.douglascountyks.org/fpc

Need to add a little more narrative here

Douglas County Food Policy Council Member Representation (as required in Council bylaws)
At-Large, Appointed by County Commissioner, 1st District
At-Large, Appointed by County Commissioner, 2nd District
At-Large, Appointed by County Commissioner, 3rd District
Animal protein producer
Douglas County Farm Bureau
Specialty crop producer
Retail food outlet (restaurant)
Institutional Food Purchaser
Educational institution
Douglas County Extension
NGO (Health/Nutrition/MD)
NGO (Local Food/Sustainable Ag.)
Youth Representative
Senior Food & Nutrition Programs
At-Large, Appointed by City of Lawrence
At-Large, Appointed by City of Lawrence
Direct marketing producer
Retail food outlet (grocery store)
Retail food outlet (grocery store)
City of Lawrence Sustainability Advisory Board
Food Security organization
Established Farmers Market in Douglas County
Lawrence/Douglas County Chamber of Commerce



“I learned more about Douglas Co agriculture serving on the Food Policy Council, and I have a greater respect to those who are [raising] vegetables or running their own business or restaurant, I have a whole greater appreciation and understating. It takes all of us.”

—former DCFPC member
and agricultural producer

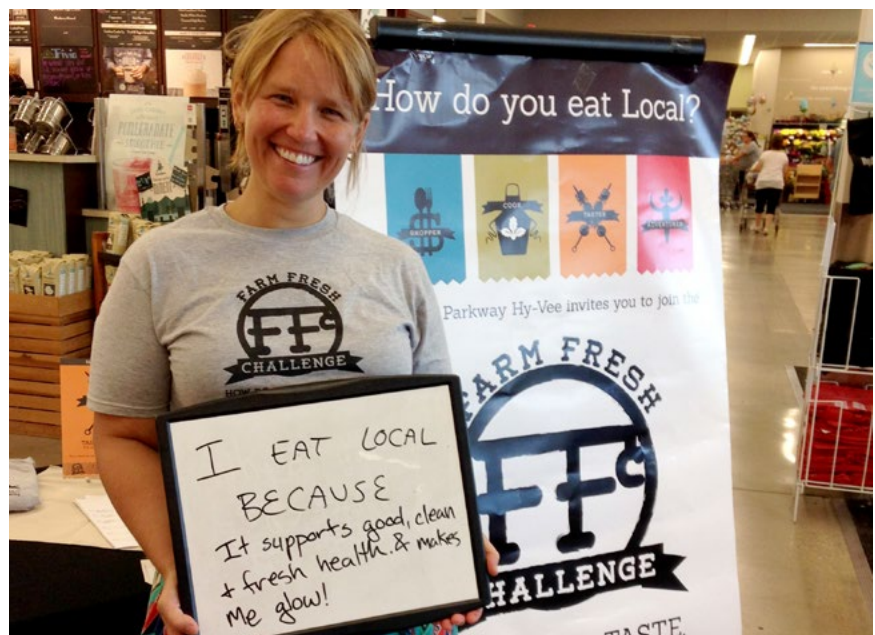
DOUGLAS COUNTY FOOD POLICY COUNCIL MEMBERS

CURRENT MEMBERS

Lee Broyles
Joshua Falleaf
Ashley Jones-Wisner
William Vesecky
Scotty Thellman
Jill Elmers
T.K. Peterson
Kim Criner
Marlin Bates
Christine Ebert
Jennifer Kongs
Connie Fitzpatrick
Pattie Johnston
Elizabeth Burger
Michael Showalter
John Pendleton
Inti Hirt
Jan Hornberger
Michael Steinle
Aundrea Shafer
Jen Humphrey
Larry McElwain

PAST MEMBERS

Carolyn Wulfkuhle
Pep Selvan
Crystal Hammerschmidt
Sandra Lawson
Russell Mullin
Tyra Kalman-Crouch
Bob Lominska
Brady Pollington
Sean Johnson
Jason Hering
Hugh Carter
Ellie Garrett
Sharla Flakus
Cole Cottin
Diane Fishburn
Michael Beard
Carol Gilmore
Julie Henry
Kim Scherman
Emily Hampton
Frank Male
Constance Wolfe
Brenna Wulfkuhle
Dennis "Boog" Highberger
Lori McMinn
Greg Shipe
Barbara Clark
Clint Hornberger
Rita York-Hennecke
Jim Fischer
Rick Martin
Debbie Miers
Bill Wood
Daniel Poull
John Wilson
Dan Nagengast
Tom Buller
Paula Murrish
Nicole Tichenor
Jeanette Collier
Trudy Rice
Ken Baker
Scott Allegrucci



HOW WAS THIS PLAN CREATED?

Nearly a year's worth of community effort led to the creation of this plan. The DCFPC oversaw a robust community engagement process and conducted a secondary data review of our food system — from agricultural production to health to economic impact. (See the 2017 [Douglas County Food System Assessment](#) and [executive summary](#) online [forthcoming].) The DCFPC collaborated closely with the Sunrise Project Community Coordinators, who assisted with targeted story collection within Lawrence. DCFPC staff also researched food systems planning examples in other communities.

Throughout the summer and fall of 2016, a wide range of community members helped identify needs, barriers, and topics of interest to address with this plan. The public engagement efforts included:

- 13 focus groups with community organizations
- 7 Community Coordinators reaching over more than 200 residents
- 480 respondents to a Lawrence Listens survey
- 5 public forums throughout Douglas County

Sunrise Project Community Coordinators

Sunrise Project is a Lawrence-based nonprofit that collaborated with the Lawrence-Douglas County Health Department and Douglas County to hire 7 Community Coordinators to collect stories, particularly from traditionally underrepresented and unreached members of our community, about their food-related experiences. Sunrise Project oversaw trainings and field trips for the Community Coordinators to further engage them with our local food system. The Coordinators' involvement continued into drafting, revising, and adopting the plan.

See Appendix for more background about the stages of the community engagement process.

How were the Plan's policies chosen?

A set of 5 criteria was used to select the objectives and policies included in this draft.

Need

Does this approach address an existing community barrier, resource gap, etc?

Community Interest

Have we heard about this topic from the community?

Impact

Do best practices suggest this approach could help us reach a goal?

Feasibility & Funding

Could this really get done?

Influence

Does this approach fall within the Plan's jurisdiction?

HOW TO READ THIS PLAN

This plan lays out a wide array of potential actions to guide the development of the local food system in Douglas County. The plan is organized from broad goals to specific recommendations.

Example: 5.3.2 = Goal 5, Objective 3, Policy 2

Goals are general statements of desired outcomes for our community. These represent a future vision for Lawrence and Douglas County. The goal number is the first in each action statement.

Objectives are more specific statements providing strategies to guide local work to reach each goal. Objectives should help direct actions towards measurable outcomes. Each goal has multiple objectives that support it. Objectives within each goal are represented by the second number in each action statement.

Policies are specific activities and initiatives prioritized to meet goals and objectives. These are the action steps of the plan. Policies are uniquely identified by the third number in each action statement.

Potential Partners: The Food System Plan implementation will be overseen by the Douglas County Food Policy Council and its staff within the Lawrence-Douglas County Sustainability Office, with general application to the City of Lawrence and Douglas County governments. However, a strong local food system depends upon the collaboration and work of many community partners. Each Objective references possible community partners, but does not include every possible partner. Partnerships for implementing the plan will draw both on current efforts and look ahead to building new relationships.

Linkage to Other Community Plans: A local food system connects to a wide array of local issues, including sustainability, transportation, public health, and arts & culture. To see how the plan's objectives and policies connect to existing community initiatives, see Linkage to Other Community Plans Appendix.



GOAL #1: AGRICULTURAL PRODUCERS, FOOD ENTREPRENEURS, AND FOOD SECTOR WORKERS THRIVE IN OUR REGIONAL ECONOMY

Agriculture and food-related sectors have long held important roles in the Douglas County economy and the quality of life of its residents. Douglas County agricultural products value nearly \$44 million, with an estimated economic impact of \$361 million.³ Over 80 farms in Douglas County sell products directly to area consumers.⁴ Local agricultural producers tend land that has been in families for generations, while new producers look to join our agricultural community. Entrepreneurs, restaurateurs, and innovators launch and grow new businesses that shape our community's culture. Many more community members work on farms, in grocery stores, and at food service outlets and restaurants to secure seasonal work and build careers.

In Douglas County, the average net farm income in 2012 was \$11,315 with 56% of farms reporting net losses. Supermarkets and restaurants employ over 6,000 workers in Douglas County, with sector annual average wage per employee below \$20,000. It is critical to identify and encourage opportunities for growth in local employment, the county's tax base, and citizens' income. This can be achieved by a number of community actions. Economic development leaders can support and promote agricultural and food businesses. Tourism and community activities can celebrate local foods and share the story

of area agricultural producers. Local residents and institutions can buy more local foods, directing their food dollars back into the local economy. Area organizations can help train workers and identify good jobs in agriculture and food sectors.

Each of these components helps ensure that all thrive in our local food system and regional economy.

This plan focuses on opportunities for agricultural producers to sell into local and regional markets, including direct-to-consumer sales. Local food sales can play a role in diversifying a producer's markets, which may also include national or international sales, and production of non-edible products like ornamentals and industrial commodities. Producers who buy from area suppliers further deepen the connections in our local food system. In addition to building markets, this plan recognizes that technologies continually shape the face of agriculture, including closed-system growing practices like hydroponics and aquaponics.



OBJECTIVE #1: DEVELOP LOCAL FOOD AND AGRICULTURAL BUSINESSES

Economic development encompasses a variety of activities that seek to improve the quality of the local economy and meet community goals. The strong partnership of the City of Lawrence, Douglas County, and the Lawrence Chamber of Commerce has identified value-added agriculture and regional food system infrastructure, such as processing facilities, as targeted industries to support. In fact, Douglas County currently has no commercial animal processing facilities. These existing priorities provide an example of how developing local food and agriculture businesses can strengthen the local food system.

► POTENTIAL PARTNERS

City of Lawrence Economic Development
Douglas County Zoning & Codes
E-communities
KU Small Business Development Center
K-State Research and Extension—Douglas County
Kansas Department of Agriculture
The Chamber of Lawrence, Kansas
Eudora and Baldwin City Chambers

Policy 1.1.1

Maintain currently adopted policies for food systems economic development.

This includes (a) Strategic regional food system infrastructure development (e.g., processing and aggregation, such as a food hub, as in [Economic Development Council of Lawrence & Douglas County Strategic Plan](#) and (b) targeted industry assistance for Value-Added Agricultural Business [City of Lawrence Economic Development Policy, 1.3.3.d](#)

Policy 1.1.2

Create a local food system low-interest revolving loan fund.

Conduct a needs assessment and research structures and funding streams to support the development of a local food system low-interest revolving loan fund. This fund could support beginning farm and food businesses to stabilize and grow, leveraging existing E-Communities and BizFuel programs.

Policy 1.1.3

Create a staff liaison to help local food producers navigate Douglas County policies and permits.

This could include guidance concerning zoning, codes, enforcement, and permits to understand the best opportunities to grow their operations. Position could be new or existing staff.

Policy 1.1.4

Review existing resources to support food-based entrepreneurs and develop tools to address gaps.

Tools could include a Food Business Startup Resource Guide to help new entrepreneurs understand existing policies, needed permits, and available support agencies.

Healthy Food Financing represents a variety of new financing options and strategies that have emerged in recent years to help direct investment into areas of critical need and promote healthy food access. From the national level to state and local contexts, these funds often offer businesses low- and no-interest loans.

Value-added agriculture refers to a production operation that enhances the value of its raw products. Producers can do this in one of two ways. First, he can change the state of his raw products through food manufacturing or processing, such as making wine from grapes or milling wheat. Second, a producer can distinguish and separate her goods from the commodity market, such as selling her products with her farm identified or producing according to particular standards, such as grass-fed and finished beef. Value-added agriculture allows producers to diversify their markets and launch new enterprises to increase income.

See [Douglas County Resolution 15-23](#)



In recent years, Douglas County has revised the policies for its commercial kitchen on the Fairgrounds, and established a marketing campaign under its new branding as Culinary Commons, www.culinarycommons.org.

Policy 1.1.5

Invest in shared-use facilities for food-business production and retail.

For example, this could be community kitchens and public market spaces.

Policy 1.1.6

Target small business supports to benefit immigrants, low-income residents, and peoples of color.

Support should focus on the development and launch of food businesses.

Policy 1.1.7

Apply economic development tools to support businesses addressing critical community food needs.

Support could benefit retailers in food deserts or utilize of Healthy Food Financing funds.

Policy 1.1.8

Conduct periodic farm tours with local officials, agency staff, and economic development leaders.

Visits to area farms and food sector businesses can share about operations and challenges with policymakers.

Policy 1.1.9

Ensure producers can develop skills in agricultural best practices in urban and rural settings.

This includes soil health, food safety, and accessing regional markets.

OBJECTIVE #2: PROMOTE LOCAL FOOD, FARMS, AND AGRICULTURAL HERITAGE TOURISM

Specific events and tours focusing on area farms and local food experiences can draw visitors to Douglas County. Thirty local farms have registered as agritourism sites with the State of Kansas, and an estimated 3,500 people participated in the 2016 Kaw Valley Farm Tour. Targeted marketing can encourage new spending at area restaurants, markets, and agricultural heritage sites. Local residents have an important role in telling their story to visitors and neighbors. They can also benefit from initiatives that support unique local food and agriculture experiences that build a sense of place and pride in one's home community.

► POTENTIAL PARTNERS

City of Lawrence Arts & Culture
City of Lawrence Parks & Recreation
Douglas County Heritage Conservation Council
Douglas County Zoning & Codes
e-communities
eXplore Lawrence
Eudora and Baldwin City Chambers of Commerce
K-State Research & Extension—Douglas County
Lawrence-Douglas County Planning
Lawrence-Douglas County Sustainability



Our largest celebration of agricultural heritage, the Douglas County Fair, has recently begun showcasing local chefs using local farm products at the Chefs Challenge event.

Policy 1.2.1

Review the impact of Douglas County agritourism policies (Douglas County Codes 12-319-7) and implement changes as needed.

Changes should support rural economic development and viability of area farms. Identify opportunities to better support rural lodging, including farm stays and bed and breakfasts.

Policy 1.2.2

Execute educational campaigns about agritourism policies and business opportunities.

Target potential enterprise operators and the general public.

Policy 1.2.3

Create a regional agricultural and heritage district.

Consider opportunities to link with the Unmistakably Lawrence brand. Coordinate and amplify local food and agriculture business and organization promotion. Target marketing to attract overnight visits and spur rural economic development.

Policy 1.2.4

Promote and attract events that celebrate and enhance area agriculture and local food activities.

Support events through financial investments or in-kind donations. Look to feature the Douglas County Fairgrounds, City of Lawrence parks, and other public sites, including those in Lecompton, Eudora, and Baldwin City.

Policy 1.2.5

Utilize the Transient Guest Tax program and Natural Heritage Conservation Council Grants to support local food, farms, and agricultural heritage tourism activities.

This could include the preservation of land and open space to maintain local assets.

OBJECTIVE #3: INCREASE LOCAL FOOD PURCHASING



A local food system depends on consumers who regularly buy locally-produced products, including families, individuals, businesses, and institutions. Building local food awareness and creating consumer demand supports producers and the local economy. For example, a 2016 analysis estimated that area consumers spend around \$800,000 each year at county farmers markets. The Lawrence Public Schools have been increasing their local purchasing in recent years, too. In the 2016-2017 school year, the district bought 22,000 lbs. of watermelon, 2248 lbs. of cantaloupe, 1055 lbs. of tomatoes, 2431 heads of romaine lettuce, and 1320 lbs. of pears from local farmers.

► POTENTIAL PARTNERS

Area institutional food service buyers (universities, health long term living facilities, schools) and other food buyers (restaurants, caterers, etc.)

Farmers Markets of Kaw Valley

Growing Lawrence

K-State Research and Extension—Douglas County

Lawrence Area Chef Farmer Alliance

Lawrence-Douglas County Health Department

LiveWell Lawrence

Policy 1.3.1

Invest in signage, shared infrastructure, and coordinated marketing to support Douglas County farmers markets.

Identify opportunities to utilize public land for market locations.

Policy 1.3.2

Develop partnerships to support the adoption of local food purchasing guidelines and policies.

Pursue opportunities to connect local food to the FuelGood healthy food initiative with local food entrepreneurs, retailers, and institutions.

Policy 1.3.3

Maintain an up-to-date Douglas County local food directory and associated efforts.

Focus on facilitating purchasing relationships between area producers and wholesale food buyers.

Policy 1.3.4

Create a sustainable “buy local” consumer campaign with community partners.

Campaign could target percentage purchasing goals (buy 10% local), a time-based local promotion (a week, a month), etc.



OBJECTIVE #4: EXPAND WORKFORCE DEVELOPMENT AND READINESS TO PREPARE COMMUNITY MEMBERS FOR SUCCESSFUL FOOD SYSTEM EMPLOYMENT

For individuals to find jobs and build careers, they need skills, knowledge, and support. Each sector in the local food system presents a unique set of challenges. Farmers need land and labor to enable production. Chefs require specialized training to advance in the vibrant local restaurant scene. Working in food and agriculture sectors is difficult but can be rewarding to those involved. Community economic development and job training partners should strive to create high-quality jobs, with a living wage, allowing workers to build long-term financial security.

► POTENTIAL PARTNERS

Area school districts, including technical education programs

Baker University

City of Lawrence

Douglas County

Haskell Indian Nations University

Johnson County Community College

Kansas State University

K-State Research & Extension—Douglas County

Peaslee Technical Training Center

The University of Kansas



Policy 1.4.1

Create skill and technical training opportunities for jobs and careers in food manufacturing, culinary, and agricultural sectors.

Work with universities, community colleges, and high schools. Efforts could include re-training initiatives.

Policy 1.4.2

Develop a local initiative to help agricultural producers find farm workers.

Efforts could include recruitment of immigrants utilizing H-2A visas, collaboration with regional organizations working with specific populations (e.g., veterans and refugee communities), and promotion of local opportunities for seasonal or temporary work.

Policy 1.4.3

Support establishment of high-quality jobs in food-related sectors.

Efforts could include campaigns that work toward a living wage for all workers, provision of benefits, and workplace initiatives to promote worker voices, dignity, and flexible/predictable schedules.

Policy 1.4.4

Educate local businesses, residents, and policymakers about the importance of safe, affordable housing and reliable transportation for food sector worker success.

Policy 1.4.5

Support youth educational opportunities to develop food sector job skills, including food production and preparation.

GOAL #2: AS OUR CITIES GROW, WE PRIORITIZE NATURAL RESOURCE CONSERVATION AND MAINTAIN WORKING LANDS TO PROMOTE SOIL HEALTH

Enhancing agricultural uses and rural character in Douglas County have been identified as important community issues. A community needs to ensure the presence of important resources supporting its local food system. These include nutrient-rich soils, clean and abundant water, and farmers on the land. To benefit local producers in the regional economy, a community must balance preservation with considerations of urban growth and development due to increasing population size, and the private property rights of landowners.

The City of Lawrence and Douglas County have established planning goals and support ongoing programs to preserve high quality agricultural lands and conserve resources. These lands require less intervention to produce high yields of crops, especially nutritionally-dense fruits and vegetables. Concentrations of High Quality Agricultural Land exist along river valleys and uplands throughout Douglas County. The following objectives build upon existing policy priorities to advance protection for food production in the future.

High Quality Agricultural Land is a finite resource with exceptional quality and fertility, defined formally as Capability Class (non-irrigated) I and II soils by the National Resources Conservation Service.

See a [map](#) of Douglas County prime agricultural soils



OBJECTIVE #1: PROTECT HIGH QUALITY AGRICULTURAL LANDS

Agricultural land represents an important asset to our regional economy and local food system, and a key investment by land owners. Given variability in soil type and topography, not all lands equally support all types of agriculture. Landowners may not pursue on-farm investment if the future of their property is uncertain. High quality agricultural soils cover over 8,000 acres of land in Douglas County, and 450 acres of agricultural land have been permanently preserved in conservation easements. The first three policies below build upon previously adopted policies.

► POTENTIAL PARTNERS

Douglas County and Lawrence Geographic Information Systems (GIS) Offices
Douglas County Heritage Conservation Council
Douglas County Zoning & Codes
Lawrence-Douglas County Planning Office
Lawrence-Douglas County Sustainability

Impact fees are costs a local government can apply to a new development that generates revenue for related public investment, such as infrastructure construction to serve the development.

See *APA Policy Guide on Impact Fees*

Transfer of Development Rights is a zoning strategy to divert growth to appropriate areas. TDRs create sending zones in rural, environmentally sensitive, and other areas inappropriate for significant new growth. Property owners can sell the development rights to a developer in a receiving zone where growth is desirable. The sending zone property is placed into permanent conservation status, while the developer is able to incorporate additional density in the receiving zone project.

See *Planning and Law*

Policy 2.1.1

Utilize the protection of High Quality Agricultural Land as a key assumption in the sector planning process.

Policy 2.1.2

Develop a method to monitor High Quality Agricultural Land protection efforts.

Track and report changes to land use, such as building permits or zoning changes, to inform future protection efforts.

Policy 2.1.3

Establish tools to protect High Quality Agricultural Land for farming that are economically feasible for the land owner.

Policy 2.1.3.a

Maintain funding for conservation easements.

Policy 2.1.3.b

Identify local uses for Impact Fees, Transfer of Development Rights, public-private partnerships, or other funding mechanisms.

Policy 2.1.4

Develop incentives, regulatory tools, and zoning standards that direct high density residential and commercial development in incorporated cities and their Urban Growth Areas.

Implement this policy to encourage protection of agricultural land and support local food production.

Policy 2.1.5

Assess feasibility of an agricultural reserve overlay district to encourage agricultural land preservation.

Policy 2.1.4

Seek input of local agricultural producers in planning and zoning matters.

Engagement should include the establishment of agricultural preservation programs.

OBJECTIVE #2: CONSERVE SOIL AND WATER RESOURCES

How a community uses its finite soil and water resources impacts its quantity and availability. Conserving these resources influences the production capacity of the local food system for future generations. Supporting landowners and residents to implement innovative practices can create a lasting impact. Within Douglas County, the Natural Resource Conservation Service and Douglas County Conservation District work to help landowners implement conservation practices to maintain topsoil. The State of Kansas has created a [Vision for the Future of Water in Kansas](#) and the watershed-based [Regional Advisory Committees](#) have set responsible goals to protect water resources. The majority of Douglas County is within the Kansas Watershed, although the southern end of the county is within the Marais des Cygnes Watershed. The City of Lawrence and Douglas County can take leadership roles by guiding their operations to meet best management practices promoting conservation in the region.

► POTENTIAL PARTNERS

City of Lawrence Development Services
City of Lawrence Parks & Recreation
City of Lawrence and Douglas County Public Works
City of Lawrence Utilities Department
Douglas County Conservation District
Douglas County Zoning & Codes
K-State Research & Extension—Douglas County
Rural Water Districts
Sustainability Advisory Board

Best Management Practices (BMPs) are sector-based standards that guide specific practices to meet shared sustainability outcomes, such as pollution reduction. BMPs vary by industry and are often stipulated by state or federal agencies or outside conservation organizations.

Integrated Pest Management is a pest control approach that seeks to reduce plant or crop damage by understanding pest life cycles to emphasize prevention and guide judicious use of synthetic chemical control methods to minimize adverse environmental impact.

Learn more [here](#)

Policy 2.2.1

Maintain and increase financial support for soil and water conservation organizations.

Utilize funds to ensure effectiveness and promote continued adoption of innovative conservation techniques.

Policy 2.2.2

Identify alternative vegetation management policies for public roadsides to guide strategic weed control and establish native plants.

Policy 2.2.3

Ensure public landscape maintenance adheres to best management practices, including integrated pest management, and do not negatively affect food production and water sources.

Policy 2.2.4

Support the realization of the Governor's Vision for Water and the goals of the Kansas and Marais des Cygnes Watershed Regional Advisory Committees.

Policy 2.2.5

Implement water rate policies that promote conservation and prioritize food production.

Policy 2.2.6

Adopt policies to allow safe use of graywater and rainwater for irrigation.

Investigate best practices to inform policies. This could include laundry to landscape promotions and rain barrel workshops.

Policy 2.2.7

Study local water use patterns to identify potential areas for policy change to promote water conservation.

OBJECTIVE #3: IMPROVE SOIL AND WATER QUALITY

The *quality* of local soil and water is also important. For most Douglas County residents, drinking water comes from the Kaw River and Upper Wakarusa Watershed (which includes Clinton Lake). Clinton Lake also provides important recreation activities that rely on clean and safe water. Local and state agencies help improve and ensure water quality, including the Watershed Restoration and Protection Strategy (WRAPS). Soil health influences agricultural production, including what inputs a farmer needs to buy, how much will grow on a farmer's land, and how weather events impact crops. Unlike soil type, soil health can be built or lost based on management practices. Land use practices, both urban and rural, impact the surrounding environment and watershed.

► POTENTIAL PARTNERS

Area land, water, and agriculture non-profits
City of Lawrence Parks & Recreation
City of Lawrence and Douglas County Public Works
Douglas County Conservation District
Kansas Department of Transportation
Kansas Department of Health and Environment
K-State Research and Extension—Douglas County
Lawrence-Douglas County Sustainability
Sustainability Advisory Board
U.S. Army Corps of Engineers
Public partners in Baldwin City, Eudora, and Lecompton



Policy 2.3.1

Provide financial and in-kind support for implementation of practices that improve soil health and water quality.

Policy 2.3.2

Engage in public restoration projects for critical water bodies and protective buffer zones.

Policy 2.3.3

Utilize the Watershed Restoration and Protection Strategy (WRAPS) framework and Kansas Watershed Regional Advisory Committee goals to inform local efforts and secure funding for high-priority projects.

Policy 2.3.4

Conduct an analysis of local impacts from pesticide drift.

Analysis should include economic impacts and review of the current spray crop registry (process for claims, investigations, and tracking) for commercial and non-commercial growers.

Policy 2.3.5

Strengthen communication between specialty crop growers and agricultural chemical applicators.

This effort could include a working group with specialty crop growers and applicators to identify local solutions.

Policy 2.3.6

Cease use of volatile chemicals on public land and review practices surrounding the sale of these products.

Policy change could include no-spray times, use trainings, and consideration of liability.

OBJECTIVE #4: SUPPORT INTERGENERATIONAL LAND TRANSITION AND BEGINNING FARMER LAND ACCESS



In Douglas County, the average age of farm operators in 2012 was 59.2 years old — a slight increase from 2007. Nearly 80% of principal farm operators in Douglas County have been operating for over 10 years. The long-term success of preserving agricultural lands in Douglas County relies on an enduring presence of agricultural producers and farming families on working lands. The continued development of our local food system also depends on attracting and supporting beginning farmers.

► POTENTIAL PARTNERS

Area agriculture non-profits
Douglas County Zoning & Codes
Lawrence-Douglas County Planning
Lawrence-Douglas County Sustainability
K-State Research & Extension—Douglas County
e-communities

Policy 2.4.1

Develop policy tools and programs to help directly link farmers with lands for production.

Policy 2.4.2

Execute a communication campaign about changes to Accessory Dwelling Unit regulations.

Campaign could feature opportunities for farm worker housing.

Policy 2.4.3

Expand the availability of business finance and technical assistance to support new food producers.

Consider including expansion of the City of Lawrence Common Ground program into Douglas County.

OBJECTIVE #5: BUILD THE RESILIENCE OF AGRICULTURAL ECOSYSTEMS

Disturbances such as intense weather and drought, anticipated to be more common as the climate changes. This harms the productivity of Douglas County agriculture and proves disastrous to a seasonal harvest. Helping producers and landowners reduce these risks and prepare for unpredictable events can build resilience and better equip producers and private landowners to recover.

► POTENTIAL PARTNERS

Douglas County Conservation District
Douglas County Heritage Conservation Council
K-State Research and Extension—Douglas County
Sustainability Advisory Board
The University of Kansas

Resilience refers to the ability of a human or ecological system to respond and recover. In addition to the inherent conditions that allow the system to absorb impacts and cope with the event, resilience also includes post-event adaptive processes that facilitate the ability of the system to reorganize, change, and learn in response to the event.

Policy 2.5.1

Align City and County land use planning with findings from the Douglas County Natural Resources Inventory to advance protection of ecologically sensitive areas.

Ecologically sensitive areas include native plants and prairies.

Policy 2.5.2

Utilize the “Climate in the Heartland” report and similar research to identify adaptation actions to support local food production.

Policy 2.5.3

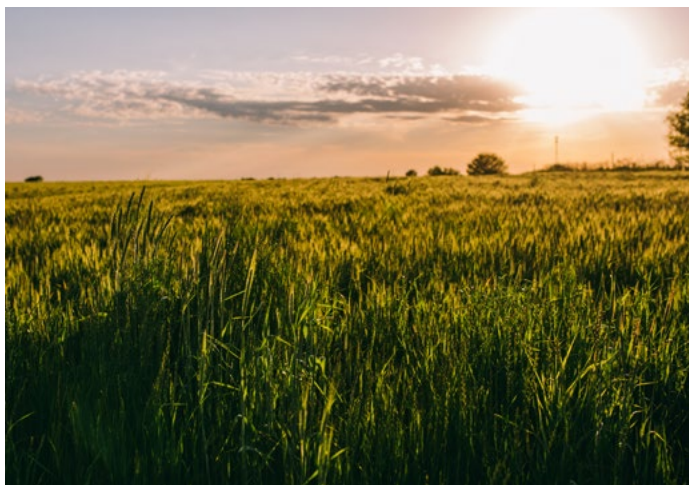
Support programming to help agricultural producers and land owners adopt practices and technologies to enhance resilience.

Efforts could include building soil health, water retention/holding, implementing and enhancing food safety practices, and promoting carbon sequestration on landscapes.

Policy 2.5.4

Encourage partners to share the importance of soil health and its economic benefits to support agricultural risk mitigation.

The Climate in the Heartland report provides historical climate data and future climate projections for Lawrence and other Midwestern communities, to inform municipal staff and elected officials of weather conditions that are anticipated to exceed historical bounds.



GOAL #3: WE BUILD AND DESIGN OUR COMMUNITIES TO ENSURE FOOD ACCESS, FOSTER HEALTH, AND ELIMINATE FOOD DESERTS

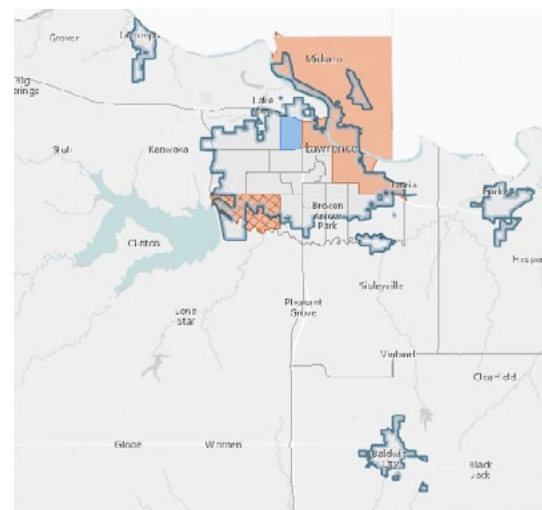
The physical environment that creates our communities is often called the built environment. The way we develop our community influences how we get food. Food deserts are areas where a significant portion of residents likely experience low-incomes and limited grocery store access. Recently, Lawrence and Douglas County have begun developing better walking and biking paths, expanding transit services and urban agriculture practices, and purchasing of healthy food items for sale in public spaces. Ensuring healthy food access is essential to creating a vibrant local food system that benefits all Douglas County residents.

Food insecurity has remained fairly consistent in Douglas County since 2010, with 2016 annual estimates suggesting 16.6% of the population is food insecure. Between 2012 and 2016, Douglas County SNAP enrollment decreased by 19%, to 1,628 individuals. During the same time, however, eligibility rates for Free and Reduced Price Lunch among Douglas County schools rose 9.6%, from 34.4% to 37.7% of students. Given such need, our community can work to ensure healthy food access by taking a number of approaches. An important first step includes understanding possible challenges residents may face in their physical environment — including traditionally margin-alized populations, such as low-income residents and peoples of color. Compared to all Kansas households, 15.2% of whom face food insecurity, Black and Hispanic residents in Kansas are nearly twice as likely to face food insecurity (about 27%), while nearly half of single mothers in Kansas face food insecurity (45%). [The 2013 Community Health Plan](#) highlighted healthy food access as one of five community priority areas.

The built environment includes the human-made surroundings that provide the setting for activity, ranging from buildings and parks to neighborhood streets and transportation systems.

Supporting Healthy Food Access does not lead to a one-size-fits-all community solution. Reducing barriers that individuals and families face to reliably acquire nourishing foods is a common goal. The diversity of our cultural backgrounds and food traditions, biological needs, lifestyles, and personal preferences means that a lot of different personal food choices can lead to wellness and quality of life. This plan does not adhere to a set definition of healthy foods, and does not take particular focus on specific foods as inherently healthy or unhealthy. We believe in eating our fruits and veggies regularly and celebrating with a sweet every now and then. For more on healthy food access, visit www.healthyfoodaccess.org

Food Desert Census Tracts, Change from 2010 to 2015



Food Desert Census Tracts, Change, 1 MI. / 10 MI. by Tract, FARA 2010-2015

- Food Desert - Added In 2015
- Food Desert - No Change
- Not a Food Desert - Removed in 2015
- Not a Food Desert

OBJECTIVE #1: REDUCE BUILT ENVIRONMENT AND TRANSPORTATION BARRIERS THAT LIMIT FOOD ACCESS

Where someone lives, where food businesses locate, and what transportation options exist can create barriers to food access. Challenges include travel distance, travel time, incomplete sidewalk and bikeway networks, and poor condition of sidewalks and bikeways. Some destinations may not be accessible by a variety of transportation options. Public input about transportation planning has identified grocery stores as important community destinations, but also locations that residents struggle to reach.

► POTENTIAL PARTNERS

Lawrence-Douglas County Health Department
Lawrence-Douglas County Metropolitan Planning Office
Lawrence Transit
LiveWell Lawrence
Area school districts
Public partners in Baldwin City, Eudora, and LeCompton
Area food banks and pantries

Mixed use development allows for residential, commercial, and service operations (among others) to locate within the same structure or development, with particular focus on designing for pedestrian and transit access.

The Lawrence Land Development Code defines a Mixed Use District in [Article 2, Section 20-224](#)

Public rights-of-way are land owned by the local government, such as sidewalks, alleyways, streets, and at times parts of yards near sidewalks and streets.

[Chapter 16](#) of the City of Lawrence Code pertains to public right-of-ways

Multimodal transportation planning facilitates access to transportation for all residents of the community and has been shown to be an effective tool in reducing energy dependency and traffic congestion.

Learn more [here](#)

Parking requirements set rules about the number of parking spaces needed, based upon the type of development and land use.

Parking for the City of Lawrence are captured in [Article 9](#) of the Land Development Code

Policy 3.1.1

Assess the policy barriers that may prevent grocery store locations in recognized food deserts.

This effort could include local zoning, building regulations, parking requirements, and other development standards. Assessment should identify specific built environment and transit barriers for rural residents and identify policy solutions.

Policy 3.1.2

Ensure adequate mixed use neighborhood development in Lawrence.

Consider affordable housing, well maintained sidewalks, and regulations that support neighborhood retail.

Policy 3.1.3

Design and build streets and public right-of-ways to include safe and convenient multimodal transit connections between residential areas and food access points.

Policy 3.1.4

Locate publically-supported food access programs along bus routes, bike routes, and connected pedestrian paths.

Conduct geographic mapping analysis to identify opportunities for expansion into underserved neighborhoods. Programs include summer meal and senior meal sites.

Policy 3.1.5

Operate Lawrence transit routes to include access to grocery stores, food pantries, and established farmers' markets.

Policy 3.1.6

Identify and address policy barriers that limit mobile food distribution options.

OBJECTIVE #2: EXPAND URBAN AGRICULTURE AND COMMUNITY-BASED FOOD PRODUCTION

Production in the local food system is not limited to rural Douglas County or commercial-based agricultural operations. Lawrence now boasts over 25 community and school-based gardens, in addition to countless backyards producing food. Allowing these urban agriculture activities gives all residents options for local food access, physical activity, and building community relationships. Some current policies and programs support this objective already. Resilience, water conservation, and soil health are equally important for urban food production.

► POTENTIAL PARTNERS

Area nonprofits and agencies
Douglas County Public Works & Facilities
Lawrence Parks and Recreation
Lawrence-Douglas County Planning
Lawrence-Douglas County Sustainability
K-State Research and Extension—Douglas County

Policy 3.2.1

Expand food production on public land.

Expansion may include new and future open space, where appropriate (i.e., gardens and orchards in the Common Ground program and school-based gardens).

Policy 3.2.2

Integrate fruit tree plantings and harvest programming as part of Parks and Recreation operations.

Efforts should be pursued as needed resources are available to support maintenance. Public education opportunities could be passive (informational signs) or active (classes).

Policy 3.2.3

Promote urban agriculture policy outreach through accessible publications and community events.

Outreach should include digital and print media and community events with neighborhood associations and community groups.

Policy 3.2.4

Create a future vision and action plan for the City of Lawrence Common Ground program, targeting expansion to engage underserved communities.

Consider opportunities for garden manager technical assistance, development of Incubator Farm program, and collaboration with other Douglas County communities.

Policy 3.2.5

Collaborate with community partners providing food production education to build residents' skills.

Collaboration could include joint-initiatives and events, grant letters of support or shared applications, and public funding.

Policy 3.2.6

Encourage private developers to incorporate food production in their projects and landscapes.

Actions could include "Fleet Farming" www.fleetfarming.org facilitating relationships with local technical experts, example language for amending Home Owners Association covenants, and collaboration on community-based demand analysis.

Agriculture-based cluster subdivisions concentrate residential developments within a subdivision, allowing for more contiguous land that is preserved for agricultural use.

Learn more [here](#)



OBJECTIVE #3: MAKE HEALTHY FOOD CHOICES MORE CONVENIENT

Convenience plays an influential role in the food choices people make. The location of food access points can influence food choices. Results from 2015 show that approximately 18% of Douglas County adults eat vegetables less often than one time per day, and nearly 40% do not eat fruit at least once a day. Intentional food purchasing by public entities can provide options that nourish and build good habits. The City of Lawrence Parks and Recreation Department was an early adopter of such nutrition standards at Sports Pavilion Lawrence.

► POTENTIAL PARTNERS

Chambers of Commerce

Lawrence-Douglas County Health Department

LiveWell Lawrence

Policy 3.3.1

Maintain support for strategies and actions identified in the Lawrence-Douglas County Community Health Plan.

Policy 3.3.2

Establish policies that support healthier food environments.

Policies could include Healthy Food Zones, targeting walking distances around schools and public institutions to promote wellness.

Policy 3.3.3

Establish supports for neighborhood retailers to stock and promote nutritionally-dense food options, including fruits and vegetables.

Smaller, neighborhood retailers could include convenience stores. Policy examples are a Staple Food Ordinance or Healthy Corner Store Initiative.

Policy 3.3.4

Adopt procurement guidelines for public spaces that ensure the availability of nutritious food options.

Purchasing may include vending, concessions, public contracts, events, and facilities.

The food environment describes how the mix of food retail outlets impacts the lives of residents. This can include what foods are available, how close a person is to food stores, the distribution of food outlets throughout a community, and the local transportation options.”

Learn more [here](#)

Healthy Food Zones are a new policy intervention that seeks to proactively shape the food environment around schools, limiting opportunities for specific populations, such as students, to access less nourishing outlets like fast food.

Learn more [here](#)



GOAL #4: OUR COMMUNITY FOSTERS AN EQUITABLE FOOD SYSTEM

Strengthening our local food system should not be a privilege to some and leave others behind. A community must confront the disparities that exist. A first step in fostering a more equitable food system, one in which all residents can benefit and prosper, includes looking at the “business as usual” processes within local government. Identifying and pursuing new partnerships and priorities can put the empowerment of traditionally marginalized populations at the forefront of local food system initiatives.

Building equitable access to healthy food in our local food system includes affordability, and how food options relate to diverse cultural traditions. Public policies — among many other complex factors — influence affordability. At the state and local level, this includes the level of sales tax applied to groceries, and programs that help specific populations. Kansas has one of the highest rates of sales tax on groceries in the nation (see sidebar on page 25).

Many residents struggle to secure enough food. More than one in five children (20.3 percent, or 4,380 children) in Douglas County lived in food insecure households.⁵ During 2013, more than two-thirds (68 percent) of food-insecure households in Kansas included at least one full-time worker.⁶ Emergency food providers, like pantries and food banks, help residents put needed food on tables when in challenging situations. Collaboration among agencies and organizations can help close gaps and strengthen local efforts.

The type of food one can access is also important, sometimes discussed as culturally-appropriate food. What may appear as “regular” food in one cultural tradition is foreign, and perhaps even inedible, to another. Ethnicity, heritage, religion, personal beliefs, and unique needs all influence how one culturally relates to food. As a community, the local food system can celebrate diversity and honor cultural traditions to meet a variety of food needs. Sharing food traditions helps build a welcoming community and establish bridges across differences. Learning to appreciate cultural needs can lead to new questions about policy barriers and opportunities. Such inclusive strategies can build the local food system by empowering residents and linking cultural celebrations to local foods.

Equity means a just and fair food system, where all residents can participate fully and access healthy food, regardless of socioeconomic status, geography, race, ethnicity, gender, or immigration status. Equally applying universal interventions may not address the specific needs of some populations facing systemic barriers and disadvantage.

OBJECTIVE #1: APPLY EQUITY PRINCIPLES TO LOCAL GOVERNMENT FOOD SYSTEM EFFORTS

Local food system development and healthy food campaigns can inadvertently marginalize or leave out community members, including low-income residents and peoples of color. Our local food system should be built upon mutual respect, inclusion, and communication. The work of the Sunrise Project Community Coordinators in creating this Plan laid a foundation that can inform future efforts to empower and follow the needs of local residents who often are not involved in policy processes. Local government can play a leading role by integrating an equity approach into its efforts.

► POTENTIAL PARTNERS

Area non-profits non-profits, agencies, and faith communities

City of Lawrence Cultural Arts Commission

Douglas County Emergency Management

Haskell Indian Nations University

Lawrence Alliance

UnitedWay

The University of Kansas

Baker University

Area public schools

Public program partners (e.g., summer meals)

K-State Research and Extension—Douglas County

Policy 4.1.1

Develop new relationships with community groups and businesses working with underserved and traditionally marginalized residents to identify collaborations to address community needs.

For example, this could include partnerships with culturally specific grocery stores and markets.

Policy 4.1.2

Engage underserved and traditionally marginalized residents in public local food programs.

Policy 4.1.3

Utilize community partner funding to encourage programming that empowers underserved and underrepresented residents.

Consider community partner food activities that include growing, preserving, cooking, meal planning, leadership development, and self-sufficiency.

Policy 4.1.4

Develop strategies to ensure public communications are accessible to all.

Communications should consider design, words, language, format and modes of distribution.

Policy 4.1.5

Adopt a policy to encourage diversity in local government appointments to advisory boards and commissions.

Use Douglas County Food Policy Council as an early implementation example for such a policy.

Policy 4.1.6

Identify opportunities to build community food security preparedness.

Community food security preparedness may include emergency management planning for disasters, drought, heat waves, and increasing food prices resulting from disturbances in global production centers. This also includes increased local resources to sustain the food needs of county residents from impacts of unplanned events that impact food transportation and distribution networks.



OBJECTIVE #2: EXPAND CITY- AND COUNTY-LED INITIATIVES TO MAKE FOOD MORE AFFORDABLE

Many Douglas County residents are concerned about the affordability of food, including those grown and produced locally. Local farmers also need to make a profit and face many cost challenges and market competition. Addressing affordability of food — and how other basic necessities, like housing or medical care that can impact food budgets — strengthens the local food system.

► POTENTIAL PARTNERS

Area agencies and non-profits
City of Lawrence and Douglas County Budget Offices and Legal Departments
Lawrence-Douglas County Health Department
Lawrence-Douglas County Sustainability
Lawrence Community Shelter
LiveWell Lawrence
K-State Research & Extension—Douglas County
Haskell Indian Nations University
Jayhawk Agency on Aging
Senior Resource Center

State and local tax laws are complicated, and changes often impact many different areas of revenue and expenses. The State of Kansas sales tax on groceries is 6.5%. Douglas County collects 1% in sales tax, and City of Lawrence collects another 1.55%. Since food is a basic necessity, collecting sales tax on these purchases can add a significant amount to grocery expenses.

Any local action to remove or reduce sales tax on food must identify an alternative revenue stream to replace any potential loss to local governments in order to ensure continued execution of essential services and existing financial commitments.

Policy 4.2.1

Reduce and eliminate the sales tax on groceries.

Policy 4.2.2

Support public food assistance programs for families with children.

For example, this could include collaborating on policies and public communications that increase enrollment in school meal and snack programs, or providing funding for community partners doing this work.

Policy 4.2.3

Support public food assistance programs for seniors.

For example, continued funding and in-kind support of the CHAMPPS program, Meals on Wheels, and other senior meal programs. Work with county farmers' markets to expand use of Senior Farmers' Market Nutrition Program coupons.

Policy 4.2.4

Support the expansion of Double Up Food Bucks program.

For example, in-kind staff time, collaborative program fundraising, public outreach, funds for local matching dollars, and statewide network and program development.

Policy 4.2.5

Expand reach and awareness of public programs and educational opportunities that increase food access and build food preparation skills.

Identify opportunities to cross promote and target outreach to frequented locations.

Policy 4.2.6

Maintain and develop policies and programs to reduce poverty.

Efforts should support attracting and retaining high-quality jobs, transportation, and affordable housing. Reducing poverty will help reduce food insecurity and difficult tradeoffs between housing, transportation, and grocery budgets.

OBJECTIVE #3: STRENGTHEN COLLABORATION WITH COMMUNITY PARTNERS TO ENSURE ALL RESIDENTS HAVE ENOUGH FOOD

When families struggle to have enough food, it is not always because of a lack of availability in our community, but, often, inequitable distribution. Coordinated and collaborative efforts among emergency food providers in Douglas County help ensure good food gets to families and individuals in need. In 2016, over 11,000 individuals visited Just Food, the Douglas County food bank, at least once; Just Food distributed over 887,000 pounds of food. In addition, Harvesters distributed nearly 959,000 pounds of food in Douglas County through a network of 25 partnering agencies, which operate 47 programs. For twenty years, partners in Lawrence have operated a summer meals program, now called Fuel Up 4 Summer, with community-drive programs launching in Lecompton, Eudora, and Baldwin City. The LiveWell Lawrence Healthy Food For All Work Group has supported pantries in offering nutritionally-balanced options. Lawrence and Douglas County can continue their leadership in supporting these innovative initiatives.

► POTENTIAL PARTNERS

Area pantries and faith communities

City of Lawrence Parks & Recreation

Harvesters

Just Food

K-State Research & Extension—Douglas County

Lawrence-Douglas County Health Department

LiveWell Lawrence

University of Kansas

Area school districts

Policy 4.3.1

Analyze the current demand for emergency food assistance with community partners to identify gaps and pursue needed change.

Analysis could include programming, service guidelines, geographic coverage, transportation accessibility, hours of operation, and outreach efforts.

Policy 4.3.2

Prioritize City and County funding for community partners providing healthy food to residents in need.

Partners include pantries, food banks, and social service organizations.

Policy 4.3.3

Engage in inter-organizational collaboration among emergency food providers.

Build upon existing efforts, including establishing healthy choices within pantries and enhancing community outreach efforts.

Policy 4.3.4

Expand summer meal participation and feeding sites throughout Douglas County.



OBJECTIVE #4: CELEBRATE DIVERSITY AND CULTURAL HERITAGE AS PART OF LOCAL FOOD PROMOTION



The community level offers important spaces to learn from neighbors of different backgrounds and find commonality to inform local policy. Food itself plays a fundamental social role, as individuals break bread and build friendships. Lawrence and Douglas County boast a rich tradition of local cultural celebrations, with food central to the festivities. Opportunities exist to pursue local food system development through intentional engagement with diverse cultural organizations. Actions can include building new markets and directing community economic development efforts to benefit entrepreneurs from traditionally marginalized populations.

► POTENTIAL PARTNERS

Area cultural and agricultural groups
City of Lawrence Cultural Arts Commission
Haskell Indian Nations University
K-State Research and Extension—Douglas County
KU Small Business Development Center
Lawrence-Douglas County Health Department
The University of Kansas
Lawrence Alliance

Policy 4.4.1

Target entrepreneurship support to help minority-owned and ethnic food businesses.

Policy 4.4.2

Expand food service offerings in public spaces to include foods from diverse cultural traditions.

Policy 4.4.3

Facilitate connections between area agricultural producers and ethnic food retail outlets.

Connections could include mobile food vendors, specialty grocery owners, and restaurateurs. Consider using the [Douglas County Local Food Wholesale Directory](#), hosting gatherings, and identifying target crops area farmers can grow.

Policy 4.4.4

Promote diverse food traditions held by Douglas County residents as part of public health campaigns.

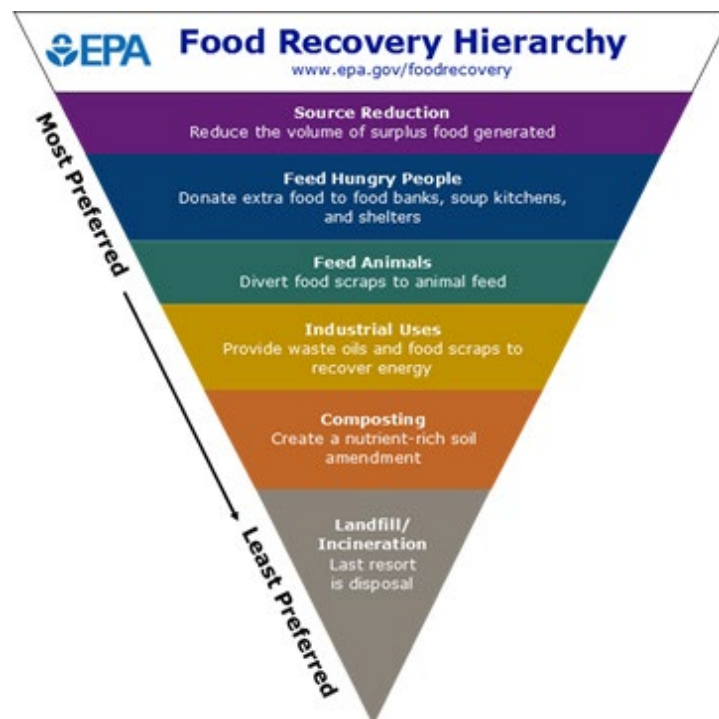
GOAL #5: OUR COMMUNITY ELIMINATES WASTE IN OUR LOCAL FOOD SYSTEM

Food that is still safe and appealing to eat, whether at stores or on farms, too often gets thrown away — an estimated 40% nationally.⁸ Food scraps that aren't eaten often end up in landfills, adding costs and producing harmful greenhouse gases. Waste in our food system also comes through the packaging and containers that help us transport and carry our food. Commercial operations are the largest generators of food waste. Yet, Douglas County sees an estimated \$41.8 million just in consumer-level food waste.⁹

Our priority should be to generate less food waste at all levels. Each stage down the triangle represents the next best option for diverting food waste from landfills.

Composting, though second to last, turns food scraps into a soil amendment that benefits gardeners, farmers, and their crops.

Reducing food waste ensures that the time, energy, and resources that produce food — not to mention families' grocery budgets — don't end up wasted. The City of Lawrence and Douglas County have made important strides in recent years to increase waste diversion and recycling rates. A similar approach of determining appropriate and financially feasible options for urban and rural residents can support food waste reduction.



OBJECTIVE #1: FOSTER A COMMUNITY CULTURE OF WASTE REDUCTION

Reducing food waste depends in large part on creating less waste in the first place. Individuals, families, businesses, and organizations can all take steps to learn new skills, institute new practices, and shift habits to generate less waste. As a community, collaboration can help raise awareness and provide support ensuring new practices become lifelong behaviors. City and County activities can provide leadership to support waste reduction throughout the local food system.

► POTENTIAL PARTNERS

Area food service businesses and institutions

City of Lawrence Solid Waste

City of Lawrence Utilities

EPA Region 7

K-State Pollution Prevention Institute

KU Center for Sustainability

Lawrence-Douglas County Health Department

Lawrence-Douglas County Sustainability

Sustainability Advisory Board

K-State Research and Extension—Douglas County

Public partners in Baldwin City, Eudora, and Leecompton

Policy 5.1.1

Research and identify local policy opportunities to discourage waste generation and encourage diversion as appropriate.

Edible food waste should be diverted to those in need and inedible food waste should be diverted to feed farm animals and utilize in industrial processes.

Policy 5.1.2

Support organizations, institutions, and businesses to conduct food waste audits and implement best practices.

Support could include technical assistance or collaborative grants. Best practices for food service operations include staff training to ensure efficient handling, preparation, and storage of food, and using recyclable and compostable containers.

Policy 5.1.3

Encourage consumer educational programs about meal planning, cooking, and food preservation.

Policy 5.1.4

Adopt public procurement policies that guide waste reduction.

Policy could prioritize the purchase of recyclable and compostable food service items with City of Lawrence and Douglas County funds. Identify area composting facilities that accept compostable food service items.

Policy 5.1.5

Develop a strategy to target public events as “Zero Waste Events.”

Strategy should include collaboration with community partners to ensure community education, proper financial and evaluation resources are available for successful execution.

Policy 5.1.6

Develop a communications campaign with community partners to promote waste reduction and encourage behavior change.

OBJECTIVE #2: ENCOURAGE FOOD RECOVERY PRACTICES AND POLICIES TO SUPPLY SAFE, NOURISHING FOOD TO FAMILIES IN NEED

Food recovery means connecting those with excess food they won't use with those in need. Some restaurants and grocery stores in Douglas County, including HyVee and Wheatfields, already donate excess food to our food banks and pantries. Just Food, the Douglas County food bank, increased its annual food rescue from 128,390 pounds in 2014 to 650,306 pounds in 2016. Also in 2016, the regional gleaning organization After the Harvest received a total of 19,687 pounds of produce from Douglas County growers.

► POTENTIAL PARTNERS

Area pantries and meal programs, institutional food service operations, and food retail outlets
Growing Lawrence
Just Food
K-State Research & Extension—Douglas County
Lawrence-Douglas County Sustainability
Harvesters
Lawrence-Douglas County Health Department
LiveWell Lawrence
Farmers Markets of Kaw Valley



Policy 5.2.1

Prioritize community partner funding to support food recovery.

Policy 5.2.2

Support the coordination and collaboration of pantries and emergency food providers to increase the scale, efficiency, and efficacy of recovering safe, healthy food from area retail food outlets.

Policy 5.2.3

Develop an outreach strategy to promote food donation and recovery with local businesses and food service operations.

Consider highlighting the liability protections of the federal Good Samaritan Law allowing legal food donations and an up-to-date list of local food pantries and soup kitchens accepting safe, healthy food donations.

Policy 5.2.4

Promote donations to emergency food providers from home and community gardens.

This effort could build upon the “Plant a Row for the Hungry” initiative.

Policy 5.2.5

Encourage and enable on-farm gleaning programs with area growers.

Work with farmers to collect baseline data about gleaning and on-farm waste.

OBJECTIVE #3: DESIGN AND IMPLEMENT COMPOSTING PROGRAMS FOR COMMERCIAL, INSTITUTIONAL, AND RESIDENTIAL SETTINGS

A number of local restaurants and institutions, including the Douglas County Jail, work with private waste-hauler Missouri Organics to collect food scraps for composting. During 2016, Missouri Organics collected 1020 tons of food waste from Lawrence food service operations. Some community members and organizations oversee their own composting in gardens and backyards. The City of Lawrence has sold over 750 discounted backyard compost bins between 2008 and 2017. These early leaders show how food waste minimization can expand to other composting opportunities.

► POTENTIAL PARTNERS

Area non-profits and food service operations
City of Lawrence Solid Waste
Douglas County Public Works and Zoning & Codes
K-State Research and Extension—Douglas County
Kansas Department of Health and Environment



Policy 5.3.1

Maintain implementation of the 2012 Solid Waste Task Force report.

Policy 5.3.2

Analyze the feasibility of expanding City of Lawrence Solid Waste composting operations to include food waste and compostable food service items.

Include a comparison of collection models (e.g., drop-off locations, curbside collection, etc.).

Policy 5.3.3

Encourage Douglas County communities to work with private waste haulers to expand commercial and residential services to collect food waste.

Policy 5.3.4

Maintain and expand public outreach, funding, and trainings to support backyard composting.

Continue the subsidization of compost bins by the City of Lawrence and consider the creation of a Master Composter course for Douglas County residents.

Policy 5.3.5

Support business and institutional participation in commercial and site-based food waste composting programs.

MOVING THE PLAN FORWARD

The Food System Plan will serve as a guidance document for City of Lawrence and Douglas County for the next 10 years. Success in implementing the objectives and policies depends upon the work of many different actors throughout our local food system. *See Implementation Framework Appendix for a full description of how the DCFPC plans to move forward.*

ROLE OF THE DOUGLAS COUNTY FOOD POLICY COUNCIL

As an advisory body, the Douglas County Food Policy Council (DCFPC) will serve as the principle implementation body. Staff members from Lawrence and Douglas County will support the DCFPC to accomplish its work. Once adopted, the DCFPC and staff will oversee an on-going process to:

- **Prioritize initiatives**, including creating work timelines and identifying available resources for Plan implementation
- **Clarify responsibility** for working on specific actions
- **Assess progress** and identify indicators to track progress
- **Maintain community engagement**, identifying community partners to collaborate with for specific initiatives — with particular attention to health equity and sustainability of adopted policies, practices, and programs.
- **Ensure accountability** in meeting goals and objectives of the Plan

To track the progress of the DCFPC, subscribe for [agenda announcements](#) and learn more on their [website](#).

WHAT CAN YOU DO?

Throughout the document, the importance of community collaborations to further policy change and create community impact is a common theme. Community organizations, businesses, and residents all play a role in helping transform this plan from a vision to reality:

Get involved!

To learn more, contact:
hschnoes@douglas-county.com
785-832-5157

Connect with the DCFPC!

Invite the DCFPC and its staff to give a presentation about the plan. Or, attend a DCFPC meeting and share your ideas. All DCFPC meetings are open to the public.

Claim an initiative!

Do your interests connect to something in the plan? Identify how your work or idea aligns with the plan, and you could spearhead a new effort. Enhance your fundraising by demonstrating how your work supports the plan, or ask for a letter of support from the DCFPC. Use the plan to highlight how the food system connects to a range of important issues.

REFERENCES

¹ [Issue Action Report](#)

² [The USDA ERS report](#)

³ [2012 USDA Census of Agriculture and Kansas Department of Agriculture Economic Impact report](#)

⁴ [Douglas County Food System Assessment \(2017\)](#)
[\[forthcoming\]](#)

⁵ [Feeding America, Map the Meal Gap](#)

⁶ LaClair B, Boden J, Chapman S and Hinton A. [Food Insecurity in Kansas: Technical Report. \(2015\)](#)

⁷ [Hungry and Homeless in College](#) report

⁸ [Wasted: How America Is Losing Up to 40 Percent of Its Food from Farm to Fork to Landfill](#) article

⁹ Estimation based on USDA Economic Research Service per-person average and Douglas County 2012 population.





WWW.DOUGLASCOUNTYKS.ORG/FPC

IMPLEMENTATION FRAMEWORK

Purpose: This implementation framework will guide the work of the Douglas County Food Policy Council (DCFPC), its staff, partner agencies, and community members to realize the goals, objectives, and policies within the Douglas County Food System Plan (the Plan). It provides a process for the DCFPC and its staff to:

- **Assess progress** in meeting goals and priorities of the plan through establishment of a regular evaluation format
- **Clarify responsibility** for working on specific actions or initiatives described in the Plan
- **Create a framework for prioritizing** Plan issues, creating work timelines, and identifying available resources for Plan implementation
- **Ensure local accountability** in meeting goals and priorities of the plan;
- **Maintain community engagement**, identify gaps and opportunities to work with unrepresented community interests and partners to integrate health equity into Plan implementation

This framework is broken into four sections:

1: Administration of the Plan	1
2: Douglas County Food Policy Council Oversight of the Plan	2
3: Community Engagement and Network Building.....	3
4: Regional and Statewide Engagement	4

1: ADMINISTRATION OF THE PLAN

Action 1.1: Have the Lawrence-Douglas County Sustainability Office serve as staff liaison for the DCFPC. Staff should provide regular updates to the DCFPC about latest developments and trends in food planning theory and practice through organizations like the American Planning Association, its Food Interest Group, Food Policy Network hosted by Johns Hopkins, etc.

Action 1.2: Have the Lawrence-Douglas County Sustainability Office dedicate 0.5 FTE to serve as principal administrative contact for management and tracking of the Plan, including oversight of annual workplans, budgets, grant writing and management, and contracting with and oversight of consultants.

Action 1.3: Douglas County and City of Lawrence will maintain the DCFPC as a joint advisory board and consider input of the DCFPC and other local stakeholders when appointing new members to include diverse food systems stakeholders from the community on the DCFPC when openings arise.

Action 1.4: Lawrence-Douglas County Planning Department will incorporate the Plan by reference into the updated Comprehensive Plan, as directed in the Issue Action Report (2015).

Action 1.5: Maintain a budget line from Douglas County to support the work of the DCFPC and Plan implementation of at least \$6,800 to support this work. Assess the need for additional funds as part the review of the Annual Report.

Action 1.6: The Lawrence-Douglas County Sustainability Office will track grant and other funding opportunities and pursue as appropriate to support the Plan's annual priorities as part of implementation.

Action 1.7: The Lawrence-Douglas County Sustainability Office will collaborate with DCFPC members to provide an Annual Report to the City of Lawrence and Douglas County Commissions to share progress and current priorities, and invite Commissioner input and questions.

2: DOUGLAS COUNTY FOOD POLICY COUNCIL OVERSIGHT OF THE PLAN

The Douglas County Food Policy Council intends to:

Action 2.1: Upon adoption of the Plan, review its bylaws to ensure they properly relate to the needs of the DCFPC to implement the Plan, with particular attention to priorities, governance (chair and vice chair), and representation from community.

Action 2.2: Review structure and composition of subcommittees to best support successful implementation of the Plan's annual priorities and effective use of the time of DCFPC members. Maintain regular meetings and consistent leadership with each subcommittee consisting of a DCFPC member.

Action 2.3: Identify existing and potential connections to other boards, coalitions, etc., in the community to establish formal connections to the DCFPC and the Plan's goals, objectives, policies, and annual priorities.

Action 2.4: Hold a Plan Kickoff Retreat in July 2017 to identify initial priorities, mid- and long-term goals. Develop a preliminary work plan for DCFPC and community partners, as appropriate.

Action 2.5: Establish specific strategies or activities to guide implementation, benchmarks or outcomes to evaluate progress (quantitative and qualitative), the entities responsible, and a timeline. Utilize a consistent format to track Implementation Priorities.

Action 2.6: Hold periodic retreats to review priorities, assess implementation progress, and update the DCFPC work plan.

Action 2.7: Identify and pursue opportunities to invite community members and partners to participate on specific initiatives or within subcommittees.

Action 2.8: Take lead or identify entities to take on projects/initiatives proposed in the Plan, with a focus on reducing duplication, supporting collaboration, leveraging existing coalitions/groups, and prioritizing efforts that would not happen without the work of the Council. Uphold the incubation and facilitative roles of the DCFPC to launch innovative community initiatives, while maintaining a focus on policy.

Action 2.9: Identify the appropriate partners to develop and disseminate additional needed research and data analysis to advance the Plan and support the local food system.

Action 2.10: Hold monthly DCFPC meetings at different organizations, businesses, farms, and other relevant sites in the local food system to build relationships within the community, promote member learning, and create an inviting environment for diverse community members.

Action 2.11: Identify and pursue a periodic process for producing recommendations and reviewing the Plan based upon feedback and evaluation results from members, community, and/or external evaluation results.

3: COMMUNITY ENGAGEMENT AND NETWORK BUILDING

The Douglas County Food Policy Council and Lawrence-Douglas County Sustainability Office intend to:

Action 3.1: Build public and political support for the Plan's goals, objectives, and policies. Develop briefings and hold workshops around aspects of the Plan as appropriate.

Action 3.2: Develop and execute a media strategy around the Plan and its initiatives, building upon the DCPFC Communications Plan. Update Communications Plan as appropriate to support Plan Implementation and coordinate with local municipal public relations offices.

Action 3.3: Identify agency, stakeholder, and grassroots champions of specific Plan elements. Determine the most appropriate approach to integrate a health equity approach to Plan implementation.

Action 3.4: Develop strategic communications tools to keep community members informed and engaged in Plan implementation activities. Emphasize "translation" of plan language and concepts into visually-engaging, widely-accessible formats suited to multi-media distribution.

Action 3.5: Develop relationships with businesses, organizations, and municipal stakeholders not yet engaged in the Plan's development or implementation to identify and pursue opportunities for collaboration and shared progress.

Action 3.6: Represent the Plan as appropriate in other community action, strategy, and planning efforts. Identify existing alignment and opportunities for coordination, collaboration, and coordination.

Action 3.7: Identify and secure resources needed to support engagement of community organizations and other key community members involved in implementation of the Plan, especially those who do not have organizational or other support to participate in Plan implementation. (For example, resources may be needed to provide stipends, child care, transportation, food, and other resources to allow under represented members of the community experiencing health inequities to participate.)

Action 3.8: Promote best practices and inclusionary processes in food planning.

Action 3.9: Identify and pursue an on-going and periodic process for obtaining feedback from community on Plan implementation and priorities.

4: REGIONAL AND STATEWIDE ENGAGEMENT

The Douglas County Food Policy Council and Lawrence-Douglas County Sustainability Office intend to:

Action 4.1: Actively engage with other food policy councils throughout the state, with particular conversations with adjacent bodies concerning regional opportunities.

Action 4.2: Support actions within state agencies and the legislature to support Plan goals and advancement of local food system development, including subsequent work with the Local Food Task Force 2017 Report and related efforts within state agencies.

Action 4.3: Periodically update Douglas County state legislators concerning the Plan's goals, objectives, and policies, and how their work connects to annual priorities.

Action 4.4: Collaborate with Kansas institutions of higher education, K-State Research and Extension, and other regional and statewide organizations to support Plan goals.

Action 4.5: Serve as a local forum to share educational information about state policies. Work with local stakeholders to address state-level barriers to the Plan's implementation.

Action 4.6: Assist other Kansas or Midwestern communities in the development of their own food system plans, or efforts to integrate food systems issues into comprehensive plans.

The following pages provide an overview of the community engagement process that helped inform the Douglas County Food System Plan. It includes a summary of activities and some findings.

From January 2016 through June 2017, the Council’s members oversaw the development of the Food System Plan. On June 20, 2016, the Douglas County Food Policy Council invited its past members to engage with current members and the recently hired Sunrise Project Community Coordinators. The group received an overview of the forthcoming Food System Plan creation and community engagement process. Small group discussions responded to a range of questions that launched a conversation about the state of our local food system and outlooks for the future.



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POLICYMAKER FARM TOUR: FRIDAY, SEPTEMBER 30, 2016

PURPOSE

Goals:

- To discuss farm-based economic development by connecting decision-makers and supporting agency staff with farmers participating in local marketing, agritourism, and specialty crop production in Douglas County
- To share early findings from the Douglas County food system assessment and provide an overview of the development of a countywide Food System Plan

Outcome:

- Participants see their role in the future development of the local food system and are actively engaged in a dialoged about how we can work together to get there

Educational Themes:

- Agritourism: What does it look like? How do our current policies help or hinder? What can supporting it mean for Douglas County?
- Food systems planning: What does it mean for Douglas County and Kansas?
- Leveraging federal dollars to spur economic development in the food system

PARTICIPANTS

Host sites

CULINARY COMMONS

Susan Johnson, K-State Research and Extension—Douglas County, Consumer Agent, provided brief tour and overview of the County's incubator kitchen

VESECKY FAMILY FARM (1814 N 600 Rd, Baldwin City)

Development of the family business; participation in Kaw Valley Farm Tour; holiday sales of Turkeys; past attempts at rural attraction development not successful due to regulations

WHITE TAIL RUN (2327 North 400 Road, Edgerton, KS 66021)

Development of the family business; tour of operation; growth of the winery and tasting room; participation in Kaw Valley Farm Tour; recipient of USDA Value-Added Producer Grant

WOHLETZ FARM FRESH (1831 North 1100 Road, Lawrence, KS 66046)

Development of the family business; operation of a u-pick farm; changes in farmers' market locations; participation in Kaw Valley Farm Tour

Policymakers and Stakeholders in Attendance

Name	Organization
Helen Schnoes (Host)	Douglas County Food Systems Coordinator
Marlin Bates (Host)	K-State Research & Extension--Douglas County, Horticulture Agent
Karen Willey	Lawrence-Douglas County Planning Commission; Douglas County Conservation District Board
Mary Miller	Planning Department
Sheila Stogsdill	Planning Department
Chris Tilden	Lawrence-Douglas County Health Department, Community Health Director
Kim Anspach	eXplore Lawrence
Sean Reid	Douglas County, Zoning & Codes Administrator
John Wilson	Kansas State House Representative
Brian Dennis	KU Small Business Development Center
Jill Jolicoeur	Douglas County, Assistant to the County Administrator
Stuart Boley	City of Lawrence Commissioner
Karen Lewis	City of Lawrence Sustainability Advisory Board
Tom Sloan	Kansas State House Representative
Sue Ann Funk	Douglas County Conservation District, Education and Outreach
Hugh Carter	Lawrence Chamber of Commerce, Governmental Affairs Liaison
Marci Francisco	Kansas State Senator
Don Muller	K-State Research & Extension--Douglas County, Director
Tom Holland	Kansas State Senator
Tom Markus	City of Lawrence, City Manager
Nancy Thellman	Douglas County Commissioner



FOCUS GROUPS

PURPOSE

The focus groups served to provide qualitative, open-ended data gathering from a diverse range of key Douglas County food system stakeholders. These conversations of 3 to 20 (per focus group) sought to expand issue identification beyond the food policy council and provide an opportunity for new topics and community values to emerge. Information gathered through this supported the DCFPC’s task of creating a strategy that is “truly fitting the true needs of the community.”

PARTICIPANTS

The table on the right lists the groups that were engaged in formal focus groups. Some represent standing organizations, such as the Douglas County Farm Bureau board and K-State Research & Extension Office Staff. Others are community coalitions or groups united by shared interests or purpose. These include the three working groups for LiveWell Lawrence, the City of Lawrence Sustainability Advisory Board, the USD497 Native American Social Services parent committee, and the Growing Lawrence farmer organization. The remaining focus groups occurred as organized conversations specifically to draw on expertise and experiences in particular parts of the Douglas County food system, such as a gathering of pantry operators, clients of the County food bank (Just Food), board members and participating farmers of the Douglas County Conservation District, KU Small Business Development Center staff and food-based entrepreneurs, and seniors at the Douglas County Senior Services. Individual names of those participating in the focus groups were not collected nor identified with the comments shared during the focus groups.

Organization / Focus Area

LiveWell Lawrence Healthy Food For All

LiveWell Lawrence Healthy Kids

LiveWell Lawrence WorkWell

County Pantry Operators

Just Food clients

Farm Bureau

Growing Lawrence

Douglas County Conservation District

Small Business Development Center

USD497 Native American Social Services

Seniors

K-State Research & Extension Office Staff

City of Lawrence Sustainability Advisory Board

GUIDING QUESTIONS

- What does “local” mean to you?
- In your view, what are the most important events, trends, and developments in the Douglas County food system?
- What do these trends suggest for the future of the local food system?
- What barriers do you face in local food system? *(Often adapted to the group.)*
- What enhancements could be made to better support you and the local food system?
- Thinking about your ideal world, please complete this sentence: “I would be most proud of our county food system in the future when _____”

In each focus group, some questions were tailored to best suit the group. Some hosts helped inject new questions into the conversation to increase understanding of various perspectives in our county, as they relate to personal experience, including hopes and challenges, and community-based local food support activities.

ANALYSIS APPROACH

The answers that emerged during the focus groups were analyzed by several key questions / thematic groupings:

Assets & Positive Trends	What are the <u>good, positive things</u> they cited as currently happening? This could include programs, groups/organizations/businesses, individuals, events, places, etc.
Barriers & Challenges	What are the <u>barriers and challenges</u> they cited?
Hopes & Values	What <u>hopes</u> did they share for the future? They may have not said it in such a direct way, but do you see where they noted a vision for improvement? As a follow-up, are there <u>“values” for the community</u> that defined how they answered your questions, and what our community could be like?
Policy Issues & Opportunities	Did the answers suggest any direct or indirect connections to <u>local policy issues</u> ?

COMMUNITY INPUT SURVEY

PURPOSE

The community survey served two purposes. First, it sought to collect some data from participants about behaviors around food purchasing, preparation, and consumption. Second, it sought to “gut check” some of the emerging food system “themes” that had thus far emerged in the community engagement process and greater work of the Douglas County Food Policy Council in recent years. To keep the survey manageable, participants selected one of five themes to deliver additional feedback about, including how they personally relate to the topic, current levels of satisfaction related to the topic, and which potential local action they thought “best fit” Douglas County. Due to limitations of time, capacity, and budget, the survey did not aspire to collect a representative sample of Douglas County residents. The full survey and aggregate and individual answers will be available online.

PARTICIPANTS

The survey did collect participant information. Of those who responded (480), some key perspectives on survey takers include:

- A significant majority, 82.3%, had not previously participated in the process to update the comprehensive plan
- A majority were homeowners (73.8%), female (74.7%), and white (95.5%)
- Most had completed a bachelor’s degree (38.1%) or greater (39.4%)
- The total annual household income and age was varied across survey takers:

Annual Household Income	Responses (%; count)	Age	Responses (%; count)
Under \$25,000	15.3%; 68	Under 30	11.1%; 53
\$25,000 - \$49,000	22.2%; 99	30-39	22.2%; 106
\$50,000-\$74,000	18.4%; 82	40-49	17.6%; 84
\$75,000 - \$99,999	20.2%; 90	50-59	21.4%; 102
More than \$100,000	23.8%; 106	Over 60	27.7%; 132

Given secondary data information concerning food insecurity in Douglas County (~17%), it was clear that the survey did not reasonably reach a representative grouping of residents in need (less than 5% of respondents, (23) responded they sometimes or often do not have enough food to eat). However, nearly a quarter (22.7%; 109) of respondents noted that they “have enough food, but not always the kinds of food we want to eat.” Of those survey participants, most (58.9%; 63) cited financial limitations as the reason for their answer.

KEY QUESTIONS

BEHAVIOR

Among those answering questions about their food-related behaviors, the survey findings demonstrate that it could be difficult to make generalizations about whether residents must do activities alone, or if they receive support and share food-related activities.

Answer	I get food for my household	I plan meals for my household	I cook or prepare meals for my household	I grow or raise food for my household
I alone do this activity	39.5% (189)	44.8% (214)	40.9% (194)	18.6% (89)
I share doing this activity	58.6% (280)	49.2% (235)	54.6% (261)	29.9% (143)
I don't do this activity / N/A	1.9% (9)	5.6% (27)	4.2% (20)	50.3% (240)

The survey also asked a series of behavior questions about the participant's feelings concerning cooking. While a strong majority of survey takers agreed they knew how to cook (87.3% said "agree"), fewer stated they enjoyed cooking (63.3% said "agree"). In comparison, there was far less agreement to feelings of having enough time to cook, with only 40.5% (197) agreeing (another 34.9% said "somewhat agree").

THEMATIC POLICY "DEEP DIVE"

The survey presented five food system "themes" to participants, to determine if they reflected broader interests in the community. The themes emerged through previous community engagement and the work of the Douglas County Food Policy Council. The survey also allowed for respondents to present alternative food or farm topics they found important to the community.

Theme	Responded "Very important"	Responded "Important"	# respondents answering for "deeper dive"
Conserving natural resources and reducing waste	68.6% (328)	24.3% (116)	15.6% (75)
Gardening / producing food in neighborhood	31.2% (149)	27.8% (133)	14% (67)
Making sure everyone has enough food	74.1% (354)	18.2% (87)	35.4% (170)
Preserving agricultural lands and soils	66.1% (316)	24.1% (115)	8.3% (40)
Supporting farm and food businesses in our local economy	65.9% (315)	26.6% (127)	26.7% (128)

At the end of each thematic "deeper dive," survey takers were presented with a list possible community actions that could support the theme's topic. The options came through previous community ideas and national best practices. They were asked to choose 3 options on the list. The following sections show the top four options selected for each theme.

Food Access

Option for Community Action	# Votes
Eliminate sales tax on groceries to make food more affordable	75.3% (128)
Incentivize food businesses and farmers to donate unsold but still good food	47.6% (81)
Support existing local programs that provide meals and increase food stamp (SNAP) participation (such as summer meals Fuel Up 4 Summer, Double Up Food Bucks, CHAMPS)	44.1% (75)
Improve transportation options to places like grocery stores and food pantries	40.6% (69)

Economic Development

Option for Community Action	# Votes
Encourage large institutions to buy local foods, such as hospitals, universities, and schools	65.4% (83)
Celebrate local food and farms as part of tourism promotion	34.8% (48)
Work to create skill training and job opportunities with universities, community colleges, and high schools for food and agricultural production sectors	35.4% (45)
Expand opportunities for entrepreneurs to share spaces and equipment, such as the incubator kitchen at the Fairgrounds (Culinary Commons)	28.3% (36)

Natural Resource Conservation & Waste Reduction

Option for Community Action	# Votes
Protect sensitive and ecologically important natural resource areas, including habitat for native pollinators	69.3% (52)
Encourage businesses selling “to go” and takeaway food to use recyclable and compostable containers	66.7% (50)
Collect food waste at homes, businesses, and other locations to reduce landfill waste and make reusable compost	48% (36)
Treat open spaces as valuable cultural resources, including scenic views from locations valued by the community	30.7% (23)

Agricultural Land Preservation

Option for Community Action	# Votes
Support private landowners to legally protect agricultural lands and conserve working landscapes for future generations	51.2% (21)
Protect sensitive and important natural resource areas, including habitat for native pollinators	48.8% (20)
Create a “ring” of land around Lawrence that will not become residential developments, commercial developments, or industrial developments in the future	43.9% (18)
Support farmer experimentation and transition to practices that preserve topsoil	41.5% (17)

Urban Agriculture

Option for Community Action	# Votes
Encourage spaces for native pollinator habitats	47.8% (32)
Encourage garden space when making subdivisions or multi-family housing developments	41.8% (28)
Plant fruit trees and other edible plants on public land	40.3% (27)
Support school garden initiatives	40.3% (27)
Collaborate with non-profits, agricultural producers, and K-State Research & Extension Douglas County to provide trainings and workshops	40.3% (27)

SUNRISE PROJECT COMMUNITY COORDINATOR COLLABORATION

PURPOSE

Sunrise Project is a Lawrence-based non-profit that collaborated with the Lawrence-Douglas County Health Department and Douglas County to hire “Community Coordinators” to work with the Douglas County Food Policy Council to collect stories, particularly from traditionally under-represented and un-reached members of our community, about their experiences around food issues. Sunrise Project oversaw a range of trainings and field trips for the Community Coordinators to further engage them with our local food system. The Coordinators’ involvement continued into drafting working goals and will include plan revision and adoption.

PARTICIPANTS

Community Coordinators



From left to right: Emily Hampton (Sunrise Project Executive Director), Eric Ogwangi, Melissa Freiburger (Sunrise Project Programs Director), Cyara Le, Owie Tsotsi, Connie Fitzpatrick, Rachael Lackey, Betty Pickerel, Robin St. James

OUTREACH SUMMARY

Community coordinators collectively convened 80 listening sessions among friends, colleagues, formal groups, acquaintances and neighbors. Sessions consisted of 1-15 people and, in total, over 200 community members participated in the listening sessions. The structure of the sessions varied widely. Some Coordinators utilized connections with employers to engage clients/customers, for instance, at the Workforce Center and Sonic Drive-through. Other Coordinators invited friends and acquaintances to their homes for a meal and discussion. Some sessions took place in restaurants or other venues where groups were already meeting, such as on campus for the KU Women of Color Collective or the Senior Center.

Each Community Coordinator also had the autonomy to choose which questions to ask and how to structure their listening sessions. Some got creative and started sessions by asking participants to draw a spider web of words that connect to food. This helped people begin thinking of the many ways food plays a role in their everyday lives. Others simply asked participants to draw what they thought of when they thought of food, or point to images that connected with them in relation to food. These creative openings helped spark interesting discussions.

The stories and feedback collected at the sessions were tracked through a google form. Coordinators took notes at their sessions, then entered pertinent details into the google form, which was shared with the Food Systems Coordinator. Sunrise staff and the Food Systems Coordinator also met with each Community Coordinator individually after most sessions were complete in order to ensure all important details were captured.

Coordinators collected demographics for about half of their interviews. The summaries below provide a snapshot of some of the individuals and communities reached through this process.

<i>Which of the following best describes their housing situation?</i>	<i>Percentage</i>	<i>Count</i>
Group living facility	5	5%
Housing insecure	4	4%
Own	45	41%
Rent	55	50%

<i>What is their household income?</i>	<i>Percentage</i>	<i>Count</i>
\$100,000-\$149,000	5	5%
\$150,000 or more	2	2%
\$25,000-\$49,999	19	17%
\$50,000-\$74,999	17	16%
\$75,000-\$99,999	11	10%
No Answer	11	10%
Under \$25,000	44	40%

<i>What racial-ethnic categories do they identify with?</i>	<i>Percentage</i>	<i>Count</i>
Asian	5	5%
Black / African-American	2	2%
Hispanic, Latino/a or Spanish Ancestry	4	4%
Hispanic, Latino/a, or Spanish Ancestry; Native American	1	1%
Human	1	1%
Native American	7	7%
Native American; Black / African-American	1	1%
White (non-Hispanic)	77	72%
White (non-Hispanic); Native American	1	1%
White (non-Hispanic);Asian	1	1%
White (non-Hispanic);Hispanic, Latino/a or Spanish Ancestry	2	2%
White (non-Hispanic);Hispanic, Latino/a or Spanish Ancestry; Native Hawaiian / Pacific Islander; Middle Eastern / North African	1	1%
White (non-Hispanic);Native American	2	2%
White (non-Hispanic);Native Hawaiian / Pacific Islander	1	1%
White (non-Hispanic);Slovenian	1	1%

POLICY FORUMS

The Douglas County Food Policy Council hosted 5 community conversations to inform the countywide Food System Plan. All residents of Douglas County are encouraged to participate. The meetings included a brief presentation of local findings from previous community engagement, including handouts organized by the working goals set by the DCFPC and Community Coordinators in October, 2016. Participants were then invited to weigh in with their ideas about actions and policies to support the Douglas County food system.

The policy forums occurred over five nights in November:

Baldwin City	Eudora	Lawrence	Lawrence	Lecompton
Wednesday, November 16	Tuesday, November 15	Monday, November 14	Saturday, November 12	Thursday, November 10
6:00pm – 7:30pm	6:30pm – 8:00pm	6:00pm – 7:30pm	10am to 11am	6:00pm – 7:30pm
Lumber Arts Yard	Community Center	Fairgrounds, Meeting Hall	Union Pacific Depot	Community Building
718 High St. Baldwin City, KS 66006	1630 Elm Street Eudora, KS 66025	2120 Harper St. Lawrence, KS 66046	402 N 2 nd St. Lawrence, KS 66044	333 Elmore Lecompton, KS 66050

CONNECTING TO OTHER COMMUNITY PLANS

Lawrence and Douglas County are active communities, with exciting plans underway on a range of specific fronts. The Food System Plan connects with the various goals and actions already outlined in other planning initiatives. Here we offer a brief summary of the other plans and how you can follow-up to learn more about each. For more in-depth information about connections to other community plans, contact Helen Schnoes, Food Systems Coordinator for Douglas County: hschnoes@douglas-county.com; 785-832-5157.

- **STAR:** Lawrence is the first community in Kansas to receive a 4-STAR rating for national excellence in sustainability. The STAR Communities framework evaluates local governments on economic, environmental and social factors to measure progress towards community sustainability. [HTTPS://LAWRENCEKS.ORG/STAR/](https://lawrenceks.org/star/)
- **Community Health Plan:** The Community Health Plan addresses community priorities and promote the health of residents across Douglas County. This plan references the 2013 CHP; a new plan is in development and will be released in 2018. [HTTP://LDCHEALTH.ORG/221/COMMUNITY-HEALTH-PLAN](http://ldchealth.org/221/community-health-plan)
- **Cultural Arts Plan:** The Cultural Arts Commission identified Community Outcomes and Areas of Activity to make Lawrence and Douglas County a place where creativity thrives, sustainability is a way of life, and community pride is contagious. [HTTPS://LAWRENCEKS.ORG/CMO/CULTURAL-PLAN/](https://lawrenceks.org/cmo/cultural-plan/)
- **Transportation**
 - **Transportation 2040** – Transportation 2040, updated every 5 years, represents the best attempts by citizens, governing bodies, planners and transportation experts to develop a vision for a healthy, safe, and efficient transportation system which will adequately serve Lawrence and Douglas County to the year 2040 and beyond. [HTTPS://LAWRENCEKS.ORG/MPO/T2040/](https://lawrenceks.org/mpo/t2040/)
 - **Bicycle and Pedestrian Taskforce Report** – This 2016 report provides findings and recommends ways for Lawrence to invest in a transportation system that works for everyone by making investments in better walking, wheeling and bicycling facilities a priority. [HTTPS://LAWRENCEKS.ORG/BOARDS/BIKE-PED/](https://lawrenceks.org/boards/bike-ped/)
 - **Coordinated Public Transit-Human Services Transportation Plan** – This Plan (CPT-HSTP) seeks to collect and analyze meaningful organizational and consumer information to create a plan for future coordination and improvement of transportation services in Douglas County. [HTTPS://ASSETS.LAWRENCEKS.ORG/ASSETS/MPO/RTAC/2016-CPT-HSTP.PDF](https://assets.lawrenceks.org/assets/mpo/rtac/2016-cpt-hstp.pdf)
- **Lawrence Parks & Rec Master Plan** – This 2017 plan prioritizes the needs and desires for upgrading existing and potentially creating new facilities and services for years to come. [HTTPS://LAWRENCEKS.ORG/LPRD/MASTERPLAN16/](https://lawrenceks.org/lprd/masterplan16/)
- **Comprehensive Plan** – The comprehensive plan guides future land use planning and other growth and development policies to ensure changes align with the community's values and vision. [HTTPS://LAWRENCEKS.ORG/PDS/HORIZON-2020-UPDATE-PROCESS/](https://lawrenceks.org/pds/horizon-2020-update-process/)

DRAFT

DOUGLAS COUNTY, KS

FOOD SYSTEM ASSESSMENT



Executive Summary

June 2017

Prepared for the Douglas County Food Policy Council by
Barb LaClair, LaClair Consulting
Helen Schnoes, Douglas County Food Systems Coordinator

This report offers a glimpse of the current food system in Douglas County, Kansas. The highlighted trends, policies, and figures draw from a larger, more in-depth assessment that can be viewed online. A summary dataset can be downloaded and used by community members and organizations. These findings informed the Douglas County Food System Plan, which provides a roadmap for local actions and policy changes.

Learn more at www.douglascountyks.org/fpc

Each of us has a part to play in our local food system.

Read on to see what yours may be.

Sections included:

History | Production | Infrastructure | Retail | Access & Food Insecurity | Consumption | Waste



 www.douglascountyks.org/fpc

 [LawrenceandDouglasCountySustainability](https://www.facebook.com/LawrenceandDouglasCountySustainability)

UNDERSTANDING OUR LOCAL FOOD SYSTEM

Our local food system includes how we produce, buy, eat, and dispose of food in Douglas County. The journey our food takes from field to plate is influenced by ecosystems, education, culture, investment, research, and public policies. Working together, we can foster diverse benefits in our community. This work includes strengthening connections between area producers and consumers to keep food dollars local.

Community benefits from a strong local food system

Economic vitality

- Profitable agricultural businesses
- Successful food entrepreneurs
- Good jobs and career opportunities

Wellness

- Access to nourishing foods
- Food and gardening skills
- Great tasting local produce

Ecological resilience

- Healthy and abundant soils and waters
- Ability to endure extreme weather events
- Waste reduction and reuse

Equity

- Good food for all
- Celebration of diversity
- Empowerment and inclusion



HISTORY

Douglas County and the City of Lawrence have played active roles and become nationally-recognized leaders in supporting the local food system. In 2010, the Douglas County Food Policy Council was created as body of 23 stakeholders from across the local food system, appointed by the Douglas County and City of Lawrence Commissioners. The Council exists to advise these elected officials on food-related policy issues and provides a community forum for local food system development.

Since its founding, the Council has **raised over \$1.1 million** to further local food systems development. The work of the DCFPC complements numerous other efforts throughout Douglas County—and spurred creation of similar Councils in 22 counties throughout Kansas.

2010	2011	2012	2013	2014	2015	2016	2017
DCFPC formed Policymaker farm tour highlights the diversity of county food production	First food system assessment released First Chefs Challenge held at County Fair	Common Ground Community Garden program launched Food planning workshop sets community goals	City of Lawrence joins DCFPC Policies simplified for Fairgrounds incubator kitchen Food desert conversation initiated County agritourism policies updated	Northeast Kansas Food Hub Feasibility Study released SNAP* matching launches at Lawrence farmers markets Douglas County and Lawrence start Worksite CSAs**	Food Systems Coordinator hired Regional food hub founded First local food wholesale directory released August is Farm Fresh Challenge	City of Lawrence approves expansion of urban ag policies Farmers market sector report released Second policymaker farm tour held Fairgrounds incubator kitchen branded as Culinary Commons DCFPC presents to Kansas Local Food and Farm Task Force	Updated Food System Assessment released Douglas County Food System Plan created Lawrence-Douglas County wins Community Health Champion award for local food policy efforts Farmers Markets of Kaw Valley launch collaborative campaign

*Supplemental Nutritional Assistance Program, formerly known as food stamps

**Community Supported Agriculture, local food subscriptions with area producers

Farms and farmers are the backbone of our local food system; they are the producers that grow and raise the food we eat. Douglas County boasts a rich agricultural history. We have seen changes in what farmers produce on their farms, and a substantial shift from rural to urban living. Today, local producers sell into international, national, and local markets. Others engage in non-commercial production, such as keeping chickens and bees, or home, community, and school gardening—all growing in recent years.

Trends

- Our farmers are getting older, with the average age near 60.
- Douglas County lost 10,000 acres of farmland between 2007 and 2012.
- Average net farm income in Douglas County was \$11,315 in 2012, with 56% of farms reporting net losses.

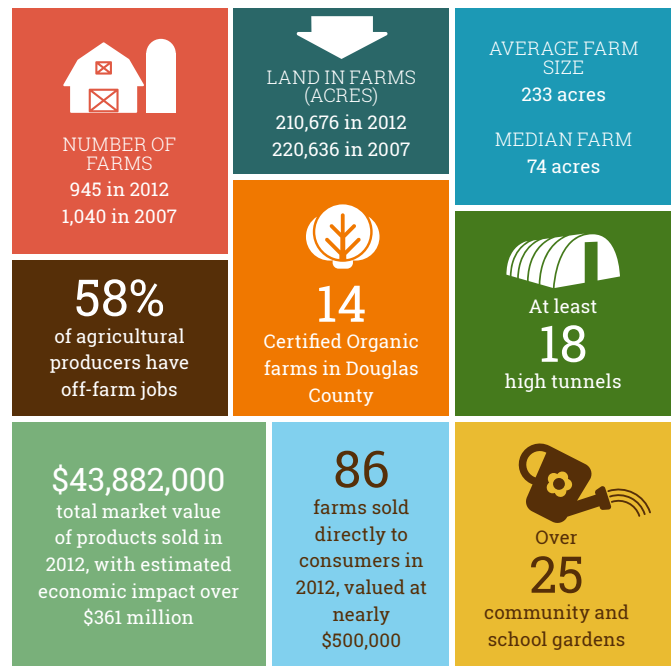
Challenges

- Farm profitability and access to capital, including securing labor and credit
- Access to local wholesale markets
- Variation in weather and seasons
- Urban growth and high land prices

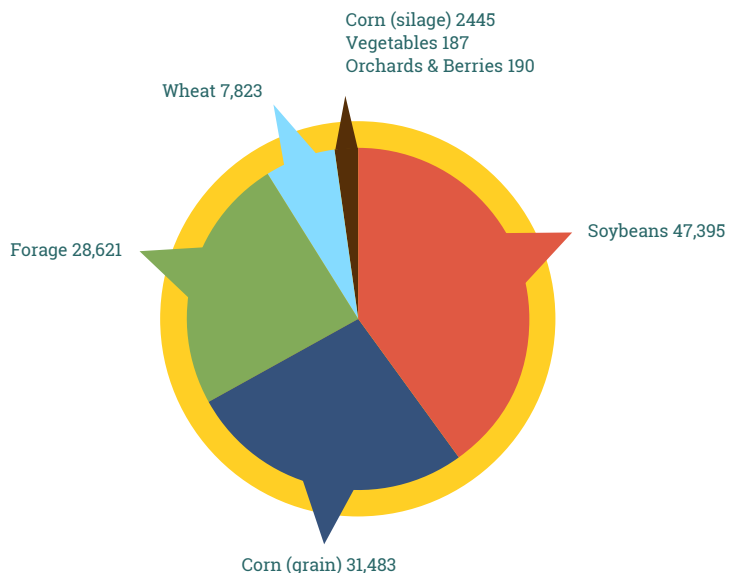
Local Policy Highlights

- **High Quality Agriculture Soils:** Douglas County has made strides to protect our highest quality soils and maintain their availability for agricultural uses.
- **Agritourism:** Douglas County updated its agritourism policies in 2013, but these policies may still present challenges for rural entrepreneurs.
- **Community Gardens:** In 2012, City of Lawrence created the Common Ground Community Garden program, opening up city-owned land to gardeners and beginning farmers.
- **Urban Agriculture Policies:** City of Lawrence allowed backyard chickens and ducks in 2012, expanding to include honey bees, miniature sheep and goats, on-site sales, and an Urban Farm permit in 2016.

Production by the numbers



Douglas County Farm Production, by Acres of Production, 2012





Most food travels through multiple steps before reaching the retail shelf and a consumer's table. Combined, these stages of transportation, aggregation, processing, packaging, cold storage, and distribution can be considered "infrastructure." These sectors may also be referred to as "food manufacturing"—taking raw commodities and making new food products from them. In Douglas County, few large food system infrastructure businesses exist. However, many entrepreneurs are creating businesses in this sector. Recent energy in building our local food system has focused on addressing the identified lack of infrastructure in a 16-county Northeast Kansas region, which makes it difficult for local smaller-scale producers to reach larger wholesale markets.

Trends

- **Food Hub Creation:** In 2013, the Douglas County Food Policy Council and numerous state and regional partners embarked upon a multi-year effort to support creation of a "food hub" to aggregate local products. Douglas County leadership attracted over \$353,000 to support the initiative.
- Statewide research is helping farmers create in on-farm infrastructure, particularly with cold storage and packing facilities.
- Some large-scale food system infrastructure does exist in the Northeast Kansas region, particularly around Kansas City.

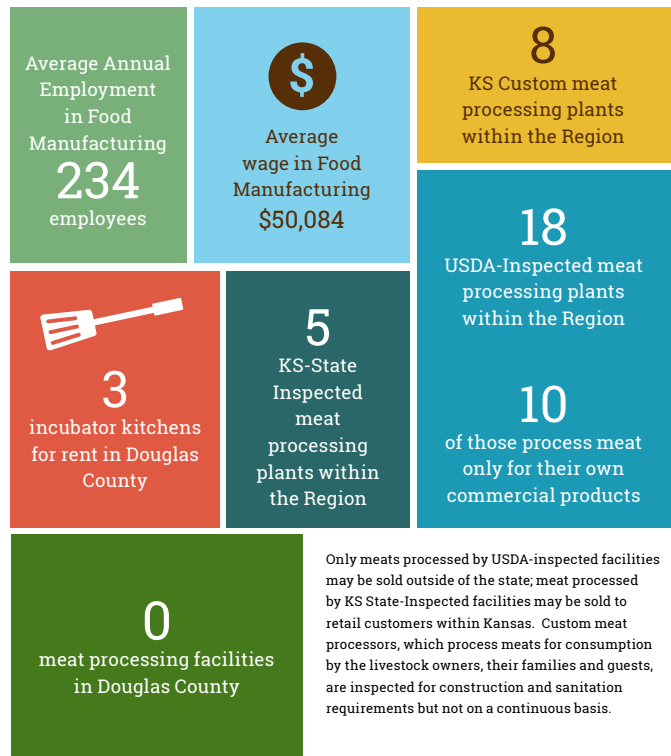
Challenges

- Lack of light processing capacity, needed for schools and others to easily use local food products
- Limited access to meat processors, forcing livestock producers to travel farther with their animals

Local Policy Highlights

- The Lawrence-Douglas County **Economic Development Strategy** identified food systems infrastructure development as a priority area.
- **Value-added agriculture:** Douglas County changed its zoning regulations to promote rural businesses that economically add value to agricultural products by changing their state (milling wheat, making strawberry jam) or separating a product from standard commodities to enhance value (identify production from local farm).
- **Culinary Commons:** Kitchen rental policies at the Douglas County Fairgrounds were changed to better support entrepreneurs launching new businesses. The facility has been branded as Culinary Commons to help raise awareness, with a comprehensive website created.

Infrastructure by the numbers



The retail food sector includes grocery stores, restaurants (full service and fast food), farmers markets, food service operations, vending and concessions, and a range of other stores, including supercenters and convenience stores. These businesses exert a significant economic impact in the community and employ many residents. The term “food environment” describes how the mix of food outlets we encounter can shape our food options and health.

Trends

- Douglas County has the highest per capita density of fast food establishments in the region and state, increasing in recent years to 89 establishments per 100,000 residents.
- Increasing numbers of local restaurants, grocery stores, and food service operations are looking to source foods from regional producers.

Challenges

- Very competitive sector with low margins, often accompanied by high land or rent costs
- Many low-wage and part-time positions

Local Policy Highlights

- **On-site sales:** The urban agriculture changes made in Lawrence in 2016 allowed non-permitted sale of homegrown whole produce in residential neighborhoods.
- **E-communities:** New low-interest loans have helped Douglas County entrepreneurs grow their food businesses, loaning over \$60,000 since 2012.

Retail by the numbers



ACCESS AND FOOD INSECURITY

When families in Douglas County struggle to regularly access healthy food, it is not due to a lack of availability in the community. Although there is an abundant supply of healthy foods, some community members face challenges accessing those foods because they either have difficulty getting to locations where the food is available or they lack the financial resources to purchase the food that they need. Geographic areas where lower-income residents lack access to a grocery store are often called “food deserts*.” A robust local conversation has begun in Lawrence, seeking solutions to food desert areas in the city.

Individuals or families that struggle to access enough food because they lack the money to buy it are sometimes referred to as “food-insecure.” Food-insecure families often face difficult choices in stretching their budget to cover basic needs, having to choose between food and other basic needs such as housing, utilities, and medications. Some low-income residents benefit from a range of public programs to support food access, including food stamps (Supplemental Nutrition Assistance Program, SNAP) and WIC (Special Supplemental Nutrition Program for Women, Infants and Children). Yet, many residents fall in a gap—earning too much to qualify for these government-sponsored food assistance programs, but still challenged with a limited food budget. Private food assistance programs, led by organizations such as Just Food, Harvesters, and churches, help those in need to access food.

Trends

- Food insecurity has remained fairly consistent in Douglas County since 2010, with 2016 annual estimates suggesting 16.6% of the population is food insecure.
- Between 2012 and 2016, Douglas County SNAP enrollment decreased by 19%, to 1,628 individuals.
- Between 2012 and 2016, Free & Reduced Price Lunch eligibility in Douglas County schools rose 9.6%, from 34.4% to 37.7% of students.

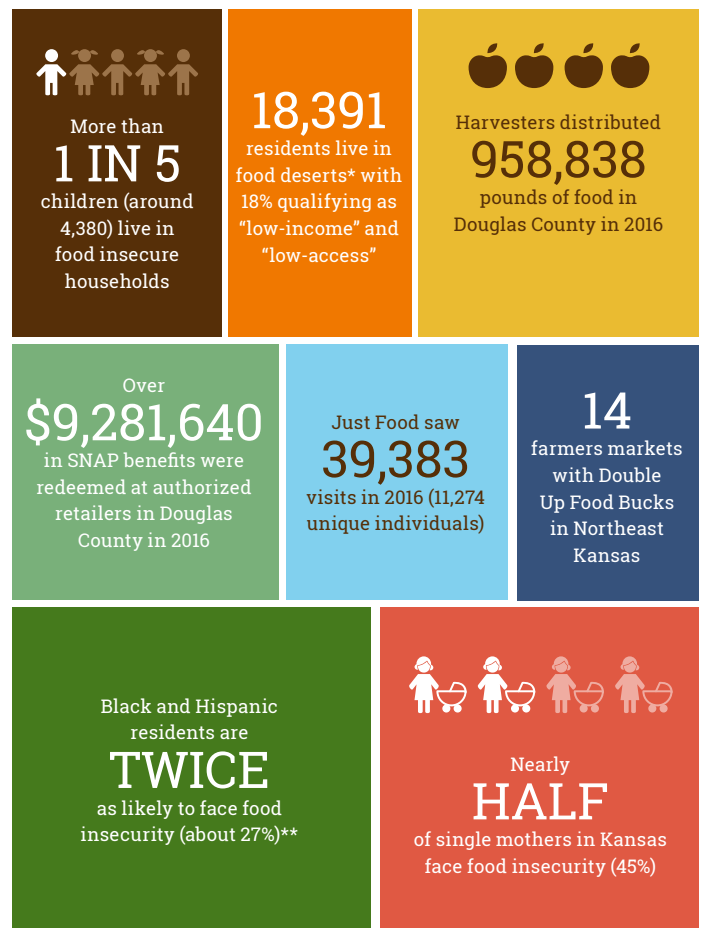
Challenges

- Kansas has one of the highest rates of sales tax on groceries in the nation, 6.5% before adding local sales tax rates
- Decreasing state supports for food assistance programs

Local Policy Highlights

- **Community Health Plan:** “Access to Healthy Foods” was identified as one of five community health goals in 2013, directing efforts to support food access, with particular focus on access for low-income families and SNAP enrollment.
- **Double Up Food Bucks:** This program launched in 2014 by City of Lawrence, Douglas County, and LiveWell Lawrence, to allow SNAP users to “double” their benefits (up to \$25) when shopping at farmers’ markets. With national and regional partnerships and funding, the program has grown across the region, serving hundreds of Kansas families.

Access and Food Insecurity by the numbers



*Geographic areas in which a substantial portion of the population is low-income (a poverty rate of 20 percent or higher), and one-third or more of households is low-access (live further than one mile in urban areas or ten miles in rural areas from the closest full-service grocery stores) are designated as ‘food deserts’ to denote challenges with getting to a grocery store that offers a variety of healthy food options.

**Compared to all households in Kansas, 15.2% of whom face food insecurity.

The foods we eat play an important part in our celebrations, cultural heritage, and quality of life. Balanced nutrition can involve a wide variety of foods, and is a prerequisite to good health. Most consumers have at least some awareness of nutrient-dense foods that nourish our bodies. Yet, subtle and not-so-subtle cues and messages in the food environment, from advertising to product placement, may derail our good intentions.

Our food environment is also filled with an abundance of highly processed foods and fast food – low-cost options that often offer ease but fewer nutritional benefits. People are eating out more frequently, too, often citing a lack of time, money, and skills to prepare meals at home. Chronic diseases related to food consumption, like diabetes and heart disease, can contribute to disability and high medical costs in later years of life.

Consumers can use their purchasing power to influence the foods that are available in their communities. Grocery stores and other retail outlets have responded to changing consumer interests and increased fresh, easy, and healthy meal options. A number of ethnic food stores exist in Douglas County, and grocery stores are adding culturally-specific foods to their aisles. Many shoppers have an interest in buying local foods to support the local economy and enjoy the taste of fresh, in-season foods. A range of programs in Douglas County support consumers in becoming smart shoppers, skilled cooks, and confident gardeners.

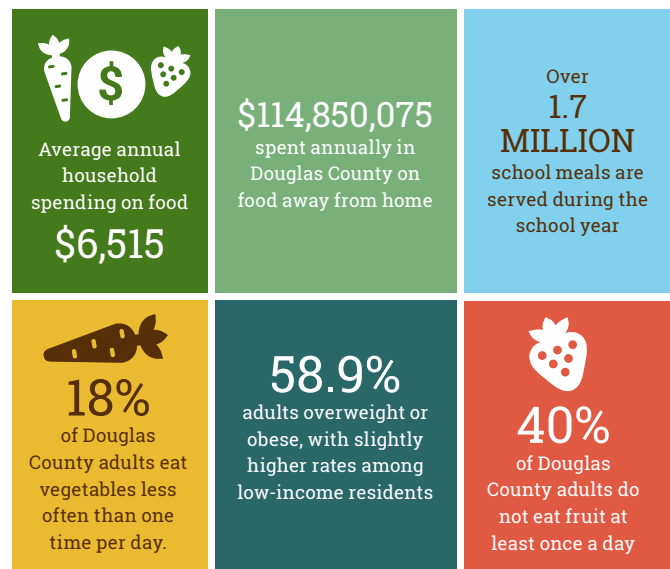
Trends

- Americans spend much less of their total household budgets on food than in past generations—and less than many international peers today.
- Nationally, and in Kansas, rates of obesity have been rising steadily since the 1960s.
- Kansas is seeing closure of small, rural grocery outlets.
- On average, one-third of total local consumer food dollars are spent on foods prepared away from home.

Challenges

- Some healthy food options can cost more, and take more time to prepare, than highly processed foods and pre-made meals
- Most fresh foods are perishable, requiring proper storage and prompt use or preservation

Consumption by the numbers



Local Policy Highlights

- **Healthy food:** The LiveWell Lawrence Coalition has worked to improve the food environment in a number of local settings through the *FuelGood* campaign, which requires up to 50% of foods offered in vending machines and public concessions to meet nutritional guidelines. The Healthy Food for All Work Group is working with food pantries to offer healthy food options.
- **Farm to School:** School districts are investing their purchasing dollars in local foods. In the 2016-2017 school year, USD497 purchased over \$61,000 from six area producers for school meals.

National studies suggest that up to 40% of all food produced is wasted. Loss occurs at each step in the food system. The amount of waste varies by the type of product, ease of transportation, and how long it stays good on the shelf or in the refrigerator. Farmers may leave a crop in the field if they lack labor to harvest or a market to profitably sell their products. While some food waste also occurs in processing, distribution, and retail sectors, the largest volumes of food waste occur at the consumer or household level. Environmental, social, and economic costs arise when the food we produce ends up in landfills.

Trends

- Many school cafeterias use food waste audits to gather baseline data about food wasted in their operations. In 2015, a series of audits at Haskell University identified an average of 54 pounds of food and 6 gallons of drinks thrown away at each meal.
- A number of local institutions work with private hauler Missouri Organics to collect food waste and other compostable scraps, to turn them into a valuable soil amendment.

Challenges

- Consumer confusion about “date labeling” on packaged foods, such as “use by” “best by”, contributes to food waste
- Improper storage can make perishable foods spoil more quickly
- Businesses are concerned about liability when donating food
- Retailers want to sell foods in “abundance,” leading to over purchasing and large portion sizes

Local Policy Highlight

- **Food Recovery with Good Samaritan Law:** Local food assistance organizations are partnering with food retail outlets to rescue unwanted but safe and healthy foods for families in need. The State of Kansas and federal Good Samaritan Laws protect good faith food donations.
- **Composting Support:** The City of Lawrence Solid Waste Division offers workshops and sells reduced-cost backyard compost bins to help residents reduce the amount of waste they create.

Food waste and recovery by the numbers



Consumer-level food waste includes the food left on the plate when eating out, the forgotten foods in the back of the refrigerator that went bad, and food scraps, the “inedible” parts of the foods (such as banana peels or meat bones).

ITEM NO. 2 A TO I-3; 26.995 ACRES; 1705 N 1399 RD (BJP)

Z-17-00155: Consider a request to rezone approximately 26.995 acres from County A (Agricultural) District to I-3 (Industrial) District, located directly east of 1705 N 1399 Rd. Submitted by Law Office of Dan Watkins on behalf of RD Johnson Excavating Company LLC, property owner of record.

STAFF PRESENTATION

Ms. Becky Pepper presented the item.

APPLICANT PRESENTATION

Mr. Patrick Watkins was present for questioning.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner Carpenter asked if there had been communication with the property owner immediately to the east.

Ms. Pepper said the property owner to the east would have received notice in the mail but that the property owner had not reached out to staff.

Commissioner von Achen asked to see the aerial view on the overhead. She inquired about the zoning of a specific property to the west.

Ms. Pepper said it was zoned Agricultural and was a legal non-conforming salvage yard.

Ms. Stogsdill said it was in existence before 1966 when the county adopted zoning.

Ms. Pepper said the property owner attempted to rezone to a legal use but the rezoning was denied.

Commissioner Willey said the industrial use was appropriate for the area.

ACTION TAKEN

Motioned by Commissioner Britton, seconded by Commissioner Culver, to approve the request to rezone approximately 26.995 acres from County A (Agricultural) District to I-3 (Industrial) District, located directly east of 1705 N 1399 Rd, and forward to the Board of County Commissioners with a recommendation for approval based on the findings of fact found in the body of the staff report.

Unanimously approved 8-0.



SP-17-00156: Site Plan for RD Johnson Excavating, located at 1705 N 1399 Road, 1702 N 1360 Road, and parcel east of 1705 N 1399 Road. Submitted by Law Office of Dan Watkins on behalf of RD Johnson Excavating Company LLC, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described Site Plan based on the findings listed in this staff report, subject to the following conditions:

1. Submittal of a revised site plan with the following changes:
 - a. Provide a 40' setback along the southwest and southeast property lines of the parcel east of 1705 N 1399 Road. The additional setback will provide a buffer area between the residences located at 1708 N 1360 Road and 1736 N 1360 Road.
 - b. Add a note indicating that trash will not be stored outdoors and trash removal will be the responsibility of the property owner.
 - c. Two accessible parking spaces are required when between 26 and 50 parking spaces are provided. Because 33 spaces are provided, one additional accessible space shall be added.
 - d. Add a note that indicates that at least 100 ton of rock will be donated once by RD Johnson Excavating Company for roadway improvements on the approximately 325 feet of unimproved E 25th Street within the city limits.
 - e. Add a note that states, "Property Owner will request annexation into the City of Lawrence if municipal services are required in the future."

KEY POINTS

- The site plan includes three properties under the same ownership.
- The request is intended to facilitate storage of excavation materials associated with RD Johnson Excavating Company on the parcel east of 1705 N 1399 Road. The three properties are included in the site plan because of the internal site circulation between the three sites and the shared access from N 1360 Road.
- A rezoning request (Z-17-00155) was submitted concurrently to rezone the property from A (Agricultural) District to I-3 (Heavy Industrial) District. The Lawrence – Douglas County Metropolitan Planning Commission voted 8-0 to recommend approval at their May 24, 2017 meeting.
- The properties are not located within the city limits. Annexation is not necessary at this time because the uses do not require municipal services. Annexation will be required if/when municipal services are needed.

OTHER ACTION REQUIRED

- Submittal of one PDF copy of the approved site plan for release to the Douglas County Zoning and Codes Office for building permits.
- Site Plan will not be released until rezoning resolution has been published.

ATTACHMENTS

- Site plan

COMMUNICATIONS

No public communications were received prior to publication of this staff report.

GENERAL INFORMATION

Current Zoning and Land Use:

A (Agricultural) District (proposed I-3);
Nonconforming storage of excavation materials.

I-2 (Light Industrial) District; Office and storage.

I-3 (Heavy Industrial) District; Storage of excavating materials.

Surrounding Zoning and Land Use:

To the north:

IG (General Industrial) District; East Hills Business Park.

To the south:

A (Agricultural) District; Rural residences and agricultural uses.

To the southwest:

IG (General Industrial) District; KDOT facility and Douglas County Public Works facility.

To the east:

A (Agricultural) District; Wooded area with agricultural uses and a rural residence in the southern portion.

To the west:

A (Agricultural) District; Nonconforming salvage yard.
PID (Planned Industrial Development) District;
Contractor shop (RD Johnson Excavating Company)
and concrete and asphalt company.

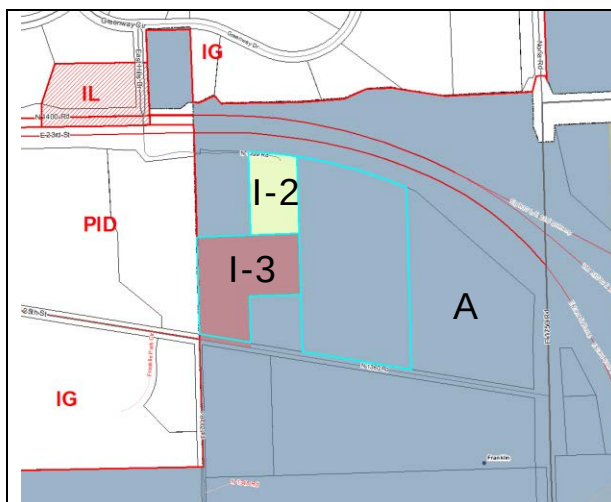


Figure 1a. Zoning in the area. Subject property outlined.



Figure 1b. Land use/development in the area.

SUMMARY OF REQUEST

The site plan includes the properties located at 1705 N 1399 Road, 1702 N 1360 Road, and parcel east of 1705 N 1399 Road. The properties contain office and storage uses related to the RD Johnson Excavation Company.

The site plan has been submitted concurrent with a request to rezoning the parcel east of 1705 N 1399 Road from County zoning A (Agricultural) District to I-3 (Heavy Industrial) District. The property is currently being used for the storage of excavation materials associated with the uses occurring on the contiguous properties to the west that are under the same ownership. The current use is nonconforming under the current A zoning. The rezoning request will bring the nonconforming use into conformance.

PARKING

Section 16-1 of the Zoning Regulations requires one parking space per two employees on maximum working shift. Space is also required for storage of trucks or other vehicles used in connection with the business or industry. Section 16-1.01 requires one accessible parking space for parking lots with 1-25 parking spaces.

The site plan notes that 15 parking spaces are required based on a maximum working shift of 30 employees and 33 parking spaces are provided.

A condition of approval is that one additional accessible parking space will be added. The site plan shows that 1 accessible space is provided; however, the amount required when 26-50 spaces are provided is two accessible spaces.

HEIGHT, AREA, AND BULK REQUIREMENTS

The zoning regulations for the I-2 and I-3 District are provided in the table below.

	I-2	I-3
Minimum Lot Area	7,500 square feet	15,000 square feet
Min. Lot/Frontage Width	75 feet	100 feet
Min. Lot Depth	100 feet	150 feet

The following standards apply in the I-2 and I-3 Districts:

- Front Yard: 25 feet
- Side Yard: 10 feet
- Rear Yard: 20 feet

The proposed site plan complies with these standards.

Findings

Per Section 12-319A-5, staff shall first find that the following criteria have been met:

1. The proposed use is permitted in the district in which the property is located; The property located at 1705 N 1399 Road is zoned I-2 (Light Industrial) District and contains office and storage uses. The property at 1702 N 1360 Road is zoned I-3 (Heavy Industrial) District and contains storage of excavation materials. These uses are permitted within their current zoning.

Along with the proposed site plan, a rezoning request was submitted for the parcel located east of 1705 N 1399 Road. If the property is rezoned from A (Agricultural) District to I-3 (Heavy Industrial) District, the zoning change will permit the proposed use of storage of excavation materials.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;

The proposed site plan will not detrimentally affect the properties to the west and southwest, which are zoned for, and contain, industrial uses (with the exception of the property zoned Agricultural District that contains a nonconforming auto salvage yard). A condition of approval is that the setbacks are increased to 40' along the southwest and southeast property lines of the parcel east of 1750 N 1399 Road (see #5 below). The increased setback width should reduce the negative impacts to the properties located at 1708 N 1360 Road and 1736 N 1360 Road. This 40' setback is consistent with the requirements placed on the previously approved site plan for 1702 N 1360 Road (SP-10-66-03).

The site plan is documenting existing building, off-street parking, access, lighting, landscaping, and drainage for the properties located at 1705 N 1399 Road and 1702 N 1360 Road. There are no changes proposed for these properties.

The parcel east of 1705 N 1399 Road is currently zoned A District and the existing nonconforming use contained on the property has not previously been site planned. The use is an open use with exterior storage and truck traffic to move the material to and from the site. No buildings, off-street parking, external access, or lighting are proposed on this parcel.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;

There are no changes to the existing vehicular ingress and egress proposed with the site plan. Truck traffic visiting the properties to drop off or pick up excavation materials will access the property via the existing drive on N 1360 Road. There is an established internal site circulation for truck traffic that is shown on the site plan. The plan also notes a future gravel road to be added on the parcel east of 1750 N 1399 Road. The proposed gravel road will tie into the existing circulation in a safe, efficient and convenient manner.

The access drive from N 1360 Road will remain west of the driveway that serves the residence located at N 1360 Road thereby eliminating the need for truck traffic to continue past the residential driveway.

The existing drive onto N 1360 Road is approximately 150' east of the city limits. From the city limits at E 1700 Road to approximately 325' west of the city limits, E 25th Street is a rock surface road in poor condition. Wakarusa Township maintains the road from E 1700 Road to the East; however, no one maintains the approximately 325' of unimproved E 25th Street within the city limits. Through the site plan review process, the County Engineer asked the applicant if RD Johnson Excavation Company could help with maintaining the roadway given that their truck traffic is a significant contributor to the poor rock road conditions. The Owner indicated that, if the application is approved, rock will be donated once to the City or the Township to apply to the

road. The Owner estimated that approximately 100 ton of rock would be needed to improve the condition of the road.

4. The site plan provides for the safe movement of pedestrians within the site; Based on limited pedestrian use/access to the site, the proposed site plan provides for the safe movements of pedestrians within the site.

5. There is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provides a pleasing appearance to the public. Any part of the site plan not used for building, structures, parking or access ways shall be landscaped with a mixture of grass, trees, and shrubs;

As identified in *Horizon 2020*, industrial buildings and parking lots that abut residential uses should have greater setbacks. The property at 1702 N 1360 Road was previously site planned for an asphalt and concrete recycling facility (SP-10-66-03). As part of that approved site plan, a 40' setback was established along the south and east property lines of the property at 1702 N 1360 Road to conform with the setback policy stated in *Horizon 2020*. The 40' setback along the east property line consists of a 20' utility easement and a 20' landscape easement. A condition of approval for this proposed site plan is that a 40' setback also be shown along the southwest and southeast portion of the parcel east of 1705 N 1399 Road. This wider setback will provide a buffer between the rural residences and the industrial uses that is consistent with the setback that was established with the previously approved site plan.

The site plan indicates that the hedge row along the southwest property line and the south property line of the parcel east of 1705 N 1399 will remain. A row of Eastern Red Cedar trees will also be added along the southeast portion of the parcel east of 1705 N 1399 Road to provide screening for the rural residence.

6. All outdoor trash areas are screened

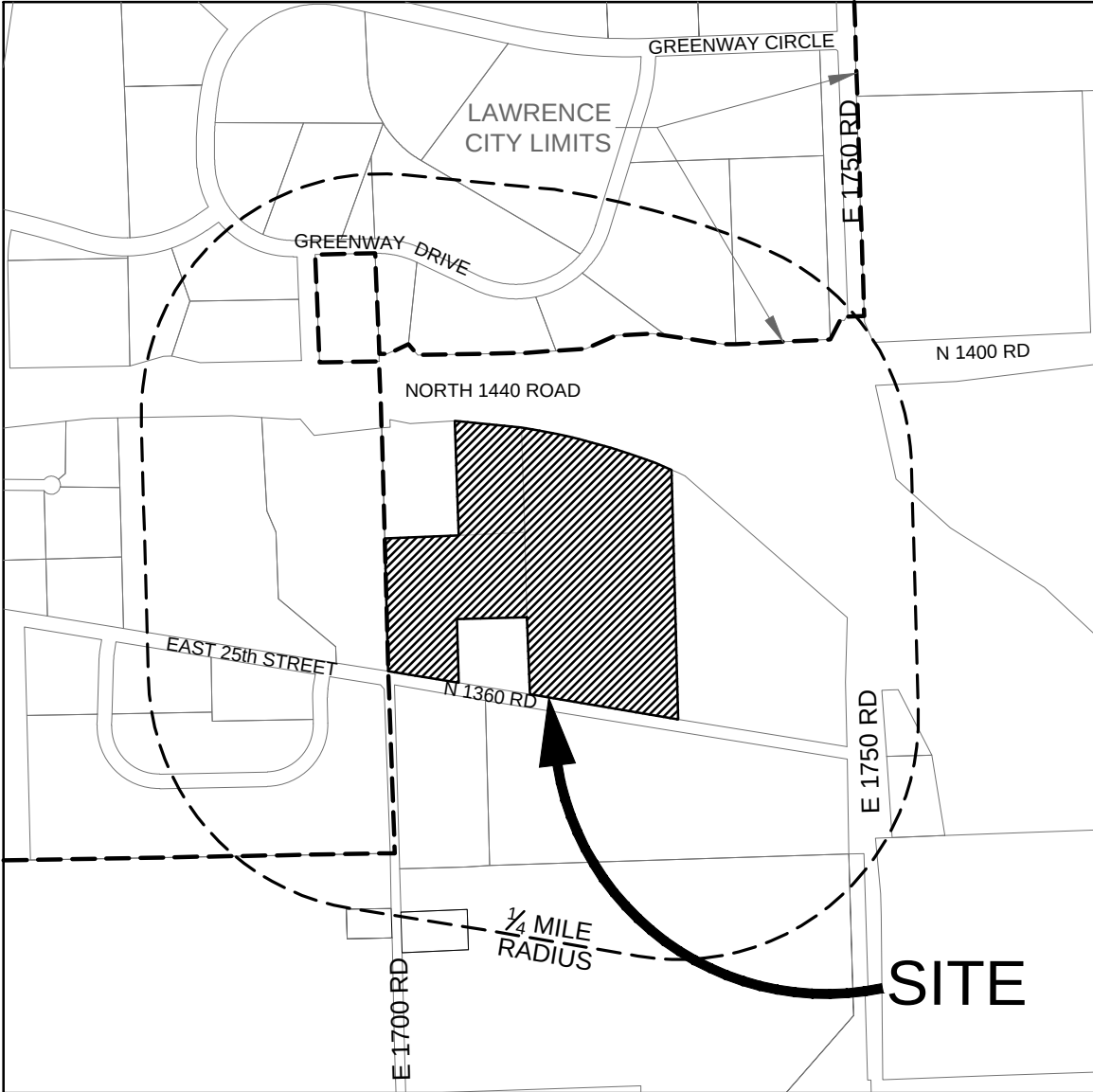
No outdoor trash area is proposed. The applicant indicated that trash removal will be handled by the property owner. A condition of approval is that a note will be added to the site plan stating this information.

Conclusion

This application has been reviewed in accordance with the County Zoning Regulations. The proposed development, as conditioned, complies with the standards listed in the Regulations.



LOCATION MAP:



LEGAL DESCRIPTION:

LOT 1, LOFTIN SUBDIVISION IN DOUGLAS COUNTY, KANSAS, LOT 1, BLOK ONE, LRM EAST ADDITION No. 3, A SUBDIVISION IN DOUGLAS COUNTY, KANSAS, AND A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 01° 32' 30" WEST, 452.16 FEET ALONG THE EAST LINE, AND NORTH 80° 49' 35" WEST, ALONG THE CENTERLINE OF NORTH 1360 ROAD, 1052.12 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 80° 49' 35" WEST, ALONG SAID CENTERLINE, 821.71 FEET; THENCE NORTH 01° 33' 06" WEST, 1503.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF KANSAS HIGHWAY 10; THENCE ON A 3620.40 FOOT RADIUS CURVE TO THE RIGHT, ALONG SAID SOUTH RIGHT-OF-WAY LINE, WITH AN 855.35 FOOT CHORD BEARING SOUTH 74° 22' 13" EAST, AN ARC DISTANCE OF 857.36 FEET; THENCE SOUTH 01° 33' 06" EAST, 1405.45 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

- OWNERS: R D JOHNSON EXCAVATING COMPANY LLC
2900 SW WANAMAKER DR SITE 204
TOPEKA, KS 66614
- LAND PLANNER: LANDPLAN ENGINEERING, P.A.
CIVIL ENGINEER/ SURVEYOR: 1310 WAKARUSA DRIVE, SUITE 100
LAWRENCE, KANSAS 66049
 - TOPOGRAPHIC INFORMATION SHOWN WAS GENERATED BY USING PUBLICLY AVAILABLE LIDAR DATA COLLECTED BY THE STATE OF KANSAS IN 2015.
 - EXISTING ZONING: I-2, I-3, A
 - PROPOSED ZONING: I-2, I-3
 - EXISTING LAND USE: CONTRACTOR'S SHOP AND STORAGE YARD, AGRICULTURE
 - PROPOSED LAND USE: CONTRACTOR'S SHOP AND STORAGE YARD
 - NO PORTIONS OF THE SUBJECT PROPERTY LIE WITHIN A DESIGNATED "SPECIAL FLOOD HAZARD AREA" AS DEFINED BY FLOOD INSURANCE RATE MAP (FIRM); PANEL NO. 183, MAP NUMBER 20045C0183D, DOUGLAS COUNTY, KANSAS, BEARING AN EFFECTIVE DATE OF SEPTEMBER 2, 2015.
 - ALL RAW MATERIAL AND STOCKPILE AREAS DEPICTED SHALL GENERALLY CONSIST OF, BUT NOT BE LIMITED TO, RECYCLED CONCRETE, RECYCLED ASPHALT, CRUSHED CONCRETE, ASPHALT MILLINGS, AGGREGATE ROCK, AND CLEAN RUBBLE.
 - ANY PROPOSED ACTIVITY TO BURN TREE, BUSH AND CLEAN WOOD WASTE ON-SITE WILL BE SUBJECT TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENTS (KDHE) REGULATIONS FOR CONSTRUCTION PERMITS AND APPROVALS.

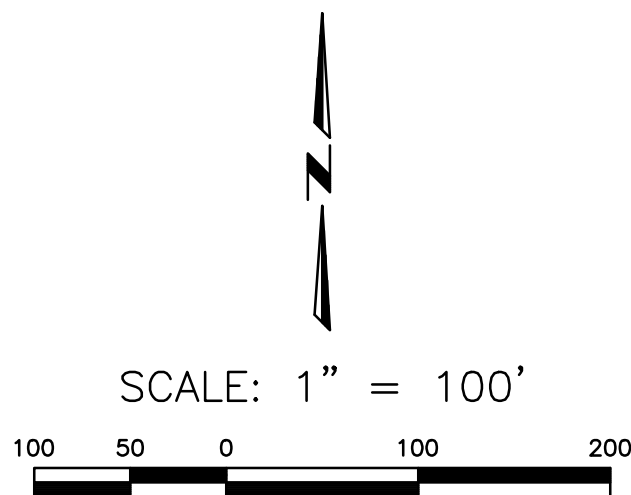
PARKING SUMMARY:

REQUIRED: INDUSTRIAL ESTABLISHMENT
1 SPACE PER 2 EMPLOYEES ON MAX. WORK SHIFT
30 EMPLOYEES / 2 = 15 PARKING SPACES
15 SPACES

PROVIDED: 33 SPACES INCLUDES 1 ACCESSIBLE

SITE SUMMARY:

EXIST. CONDITIONS	AREA (SF)	PROP. CONDITIONS	AREA (SF)
TOTAL BUILDING	7,522 (0.4%)	TOTAL BUILDING	7,522 (0.4%)
TOTAL PAVEMENT	6,608 (0.3%)	TOTAL PAVEMENT	6,608 (0.3%)
TOTAL IMPERVIOUS	14,130 (0.7%)	TOTAL IMPERVIOUS	14,130 (0.7%)
TOTAL PERVIOUS	1,854,754 (98.6%)	TOTAL PERVIOUS	1,854,754 (98.6%)
TOTAL PROPERTY	1,899,401 (100%)	TOTAL PROPERTY	1,899,401 (100%)



REV	DATE	DESCRIPTION
1	5/1/17	PER IDEA COMMENTS



SP-16-00170: Site plan for a Rural Water District No. 6 water meter/booster pump station with enclosed building located at 1800 E 1200 Road. Submitted by Grob Engineering Services, LLC for Taylor Four, LLC, property owner of record.

STAFF RECOMMENDATION: Staff recommends approval of the above-described Site Plan based on the findings listed in this staff report.

KEY POINTS

- The site plan accommodates the construction of a water meter/booster pump with a 12' X 18' enclosed building. The property contains an existing meter pit and valve which will be removed and the waterline capped after the new facility is operational.
- A variance was approved by the Douglas County Board of Zoning Appeals on June 20, 2016 for a reduction of the Minimum Depth of Front Yard requirements from 25 feet to 16 feet.

OTHER ACTION REQUIRED

- Submittal of one PDF copy of the approved site plan for release to the Douglas County Zoning and Codes Office for building permits.

ATTACHMENTS

- Site plan

COMMUNICATIONS

No public communications were received prior to publication of this staff report.

GENERAL INFORMATION

Current Zoning and Land Use:

I-3 (Heavy Industrial) District; undeveloped

Surrounding Zoning and Land Use:

To the north:

RS10 (Single-Dwelling Residential) District; *Detached Dwelling*.

I-3 (Heavy Industrial) District; KPL (Westar) power plant.

(Figure 1)

To the south:

A (Agricultural) District; rural residences.

RS10 (Single-Dwelling Residential) District; *Detached Dwelling*.

To the west:

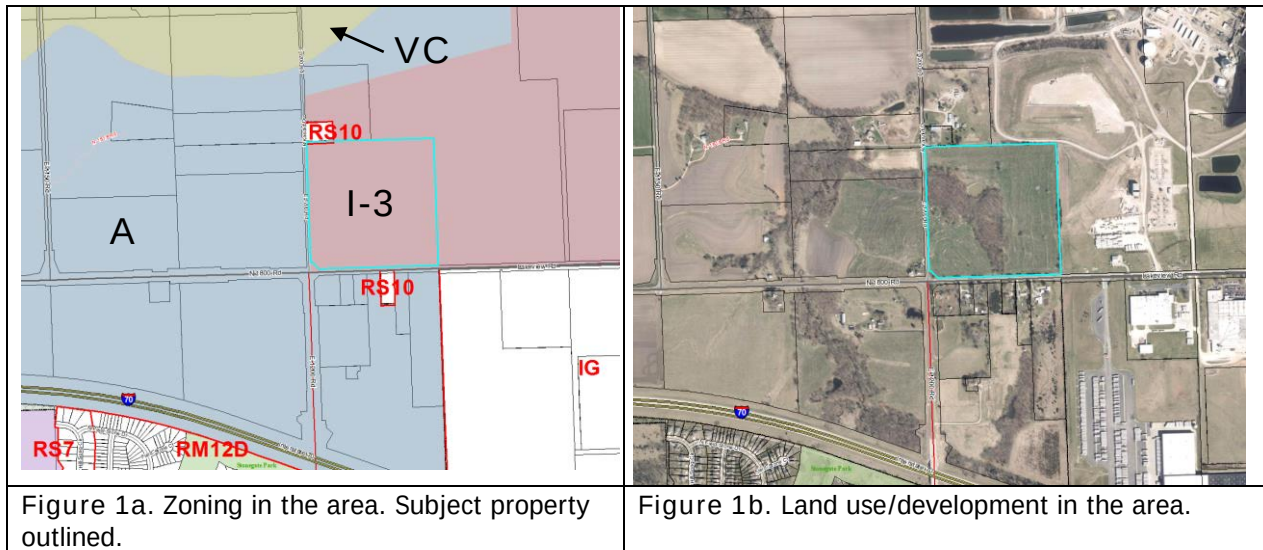
A (Agricultural) District; rural residence.

To the east:

I-3 (Heavy Industrial) District; Wakarusa Township Fire House and KPL (Westar) power plant.

Legal Description

The Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section fourteen (14), Township twelve (12) South, Range Nineteen (19) East. Containing 40.0 acres more or less in Douglas County, Kansas.



SUMMARY OF REQUEST

This site plan application is for the construction of a water meter/booster pump station with enclosed building. The 12' X 18' structure will replace an underground meter pit which was mandated for removal. The project includes a new gravel driveway and parking area, and barbed wire fencing. The Rural Water District #6 is leasing the property for these improvements and the fencing will be located at the limits of the leased ground.

HEIGHT, AREA, AND BULK REQUIREMENTS

The Zoning Regulations require a minimum lot area of 15,000 square feet for properties in the I-3 District. It also requires a minimum lot/frontage width of 100 feet, and a minimum lot depth of 150 feet. The parcel that the project will be located on meets these requirements.

The following standards apply in the I-3 District:

- Front Yard: 35 feet base setback from centerline of road PLUS 25 feet for a total of 60 feet from centerline.
- Side Yard: 10 feet
- Rear Yard: 20 feet

The existing structure complies with these standards with the exception of the front yard setback. The structure is located approximately 51 feet from the centerline of the road. The site plan notes that a variance was approved by the Douglas County Board of Zoning Appeals on June 20, 2016. The approved variance allows for a reduction in the Minimum Depth of the Front Yard from 25 feet to 16 feet.

Findings

Per Section 12-319A-5, staff shall first find that the following criteria have been met:

1. The proposed use is permitted in the district in which the property is located; This property is zoned I-3 (Heavy Industrial) District. The *Public Utility* improvements for the RSD #6 were initially approved with CUP-1-1-80. This project is considered as a site plan element of that initial system.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses; The site plan proposes the construction of a 12' X 18' water meter/booster pump station to be located in the southwest portion of the property. The proposed location of the structure does not meet the requirement of Section 12-323-5.01 of the Zoning Regulations which requires a front setback of 25 feet. A variance was approved by the Douglas County Board of Zoning Appeals on June 16, 2016 to for a reduction of the front setback to 16 feet.

Access to the structure will be provided via a gravel drive from E 1200 Road. The new structure will have 20 watt lighting fixtures attached to the building for guidance and safety. No other lighting is proposed with the site plan.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well; The proposed project includes a new gravel drive that will provide access to the meter/booster pump station from E 1200 Road. The only vehicles expected to visit the site are for maintenance and the vehicles will park in the gravel drive. The access provided will allow for safe and convenient movement of the traffic to the site.

4. The site plan provides for the safe movement of pedestrians within the site; No pedestrian traffic is expected on the site; therefore no provision have been provided for the movement of pedestrians.

5. There is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provides a pleasing appearance to the public. Any part of the site plan not used for building, structures, parking or access ways shall be landscaped with a mixture of grass, trees, and shrubs;

No new landscaping is proposed with the site plan. The perimeter of the property contains existing shrubs and trees. The property also contains grass, similar to other properties in the area. This maintains a level of harmony with adjacent land uses, even though the site is utilitarian in nature.

6. All outdoor trash areas are screened
No outdoor trash areas are proposed. A note on the site plan indicates that any trash generated will be taken off-site by the owner.

Conclusion

This application has been reviewed in accordance with the County Zoning Regulations. The proposed development complies with the standards listed in the Regulations.

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SITE PLAN for
DOUGLAS COUNTY RWD #6 -
METER/BOOSTER PUMP STATION
1802 EAST 1200 ROAD
LAWRENCE, KANSAS 66049

DESIGNED BY

JDG

CHECKED BY

IDG

ISSUE DATE

April 26, 2016

REVISIONS

May 26, 2017

June 6, 2017

SHEET

1

1

1

PROJECT LOCATION

PROPERTY

E 12000 RD

N 1800 RD

Lakeview Rd

I-70

N Kessard Dr

SCALE 1"=1200'

THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP TWELVE (12) SOUTH, RANGE NINETEEN (19) EAST. CONTAINING 40.0 ACRES MORE OR LESS IN DOUGLAS COUNTY, KANSAS.

OWNERS/LESSORS: Taylor Four, LLC(Lessors)
1827 E. 1150 Road
Lawrence, Kansas 66049
Attention: Charles B. Taylor, III

LESSEE: Douglas County Rural Water District #6
873 N 1884 Rd
Lecompton, KS 66050
(785) 887-6225

1. Land Planner/Engineer: Grob Engineering Services, LLC
3210 Mesa Way, Suite A
Lawrence, Kansas 66049
 2. Aerial and topographic information obtained from aerial survey performed by Sanborn Mapping for the City of Lawrence and Douglas County 2006 and 2013.
 3. Typical Soil Type: Sd - Sharpsburg Silt Loam
Pc - Pawnee Clay Loam
 4. Existing Land Use: Agricultural - Pasture
 5. Proposed Land Use: Agricultural - Pasture/Utility Pump Station
 6. Current Zoning: I-3 - Industrial
 7. All of the property is located within the Special Flood Hazard Area (SFHA) Zone X per FEMA Map # 20045C0069E Effective Date: September 2, 2015
 8. Proposed utility locations, elevations, and sizes are preliminary and will be finalized during final design of improvements.
 9. This Site Plan has been designed to comply with the provisions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, appendix A to 28 CFR, part 36.
 10. Contours and drainage arrows are shown on the plan to indicate general drainage patterns.
 11. No trash enclosure or outdoor storage areas will be constructed as part of this Site Plan. Any trash generated at the site will be taken off-site by the owner for disposal.
 12. New lighting fixtures will be attached to building for guidance and safety, Hubbel LED Decorative Wallpack Number NRG356LSKUPC - 20 Watt. Any additional lighting shall be shielded to prevent off-site glare.
 13. Parking for un-manned structure to be accommodated off-street by entrance gravel drive.
 14. Existing trees and shrubs to remain where not disturbed by construction.
- On June 20, 2016 the following variance was approved by the Douglas County Board of Zoning Appeals:
- a. per Section 12-323-5.01, variance from Section 12-318, "HEIGHT, AREA AND BULK REQUIREMENTS" - Min. Depth of Front Yard reduction from 25 feet to 16 feet, as shown on this plan;

_____ OHW _____ OHW		SANITARY SEWER MANHOLE	B/B	BACK OF CURB TO BACK OF CURB
_____ OHE _____ OHE		STORM MANHOLE	ROW	RIGHT-OF-WAY
_____ UGT _____ UGT		STORM DRAIN	C/L	CENTERLINE
_____ GAS _____ GAS		GUY ANCHOR	D/E	DRAINAGE EASEMENT
_____ W _____ W		UTILITY POLE	U/E	UTILITY EASEMENT
_____ WR _____ WR		WATER METER	(D)	DEEDED
_____ SAN _____ SAN		WATER VALVE	(M)	MEASURED
_____ SS _____ SS		FIRE HYDRANT	(CM)	CALCULATED FROM MEASUREMENT
_____ STM _____ STM		TRAFFIC SIGNAL STR.		BUILDING INGRESS/EGRESS
_____ BSB _____ BSB		GAS VALVE		BUILDING ILLUMINATION
_____ SECTION LINE		GAS METER		Property Corner
_____ CENTER LINE		LIGHT POLE		
_____ PROPERTY LINE		SIGN		
_____ EASEMENT		ELECTRIC BOX		
_____ FEATURE LINE		CABLE TV BOX		
===== NO ACCESS TO LOT				

NOTE: "X" IN UTILITY DENOTES EXISTING FEATURE

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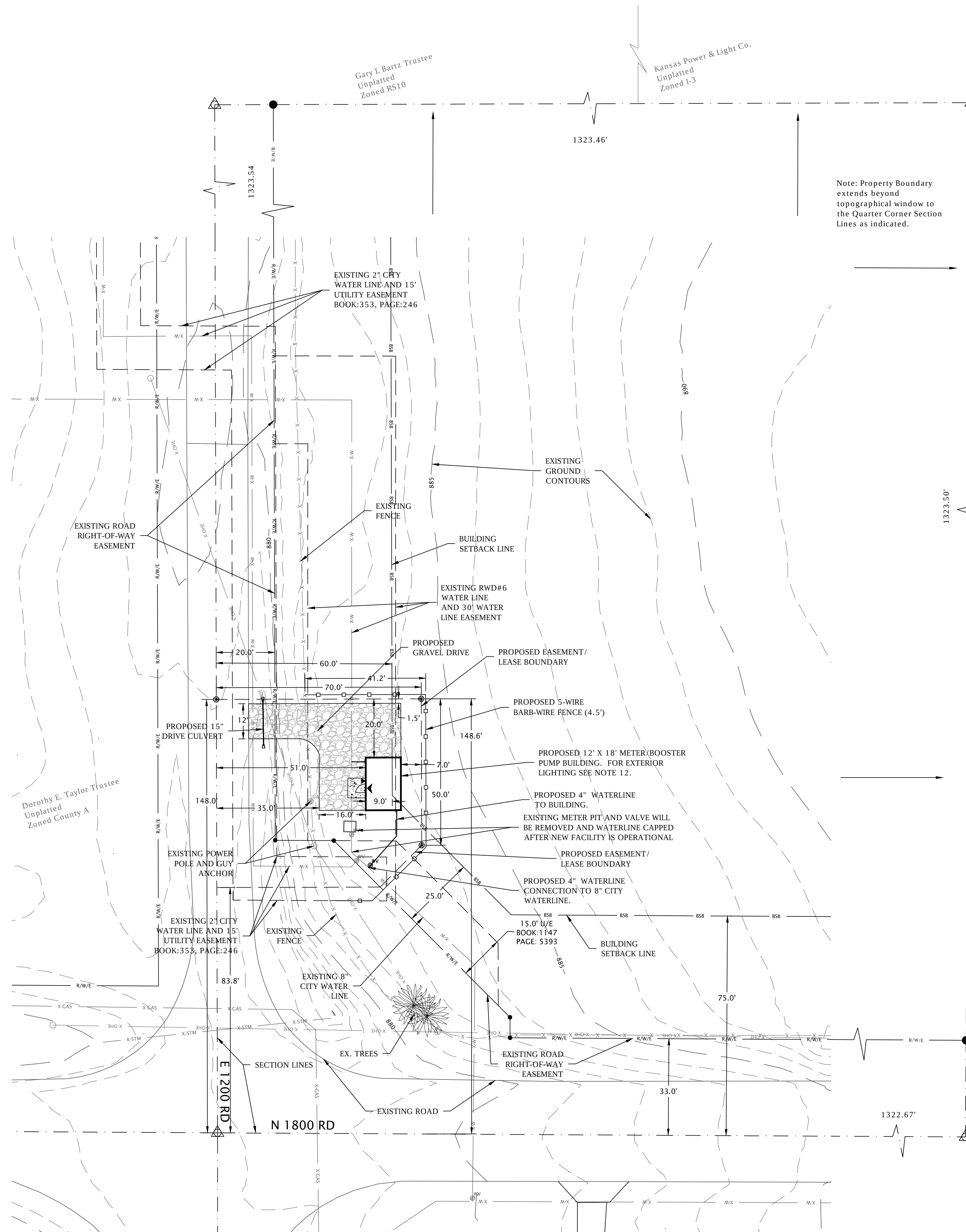


SOUTHEAST ELEVATION VIEW (PROPOSED
SIMILAR)



SOUTHWEST ELEVATION VIEW (PROPOSED
SIMILAR)

NOT TO SCALE



SCALE: 1" = 20' 0 20' 40'

SITE PLAN for
DOUGLAS COUNTY RWD #6
METER/BOOSTER PUMP STATION