

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, FEBRUARY 22, 2012

4:00 p.m.

Consider approval of the minutes for December 14 and December 21, 2011; and January 4, January 11, January 18, January 25, February 1 and February 8, 2012.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider acquisition of Right-of-way for two culverts at N1250 Road intersection with E300 Road and E350 Road (Michael Kelly);
- (c) Consider acceptance of the low bid from suppliers for Noxious Weed Herbicides (Keith Browning); and
- (d) Consider approval of acquisition of easement for Project No. 23C-0059-01; County Route 6 curve improvement (Michael Kelly).

REGULAR AGENDA

- (2) Consider approval of resolution requesting the Kansas Department of Transportation (KDOT) to investigate railroad crossing on E 950 Road (Terese Gorman)
- (3) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Lawrence-Douglas County Metropolitan Planning Commission - 05/12
 - Property Crimes Compensation Board - 04/12
 - Heritage Conservation Council (2) Positions – 05/12
 - (c) Public Comment
 - (d) Miscellaneous

EMERGENCY MANAGEMENT TRAINING WITH COMMISSIONERS

- (4) Kansas Regional Mutual Aid System training
(Teri Smith and Ida Kirmse, State & Local Emergency Management Consultants will provide an overview to acquaint local elected and appointed officials with the concepts and tools contained in the newly-developed Kansas Regional Integrated Coordination Plan (KRICP) and the associated Kansas Regional Mutual Aid System (KARMAS)- No Backup

RECESS

RETURN TO REGULAR SESSION

6:35 p.m.

- (5) Seek input on process to determine expenditures of \$350,000 budgeted for Heritage and Cultural projects (Ken Grotewiel)
- (6) Adjourn

WEDNESDAY, FEBRUARY 29, 2012

WEDNESDAY, MARCH 7, 2012

WEDNESDAY, MARCH 14, 2012 – 4:00 p.m. Only

WEDNESDAY, MARCH 21, 2012

WEDNESDAY, MARCH 28, 2012

WEDNESDAY, APRIL 18, 2012 - 4:00 p.m. Only

WEDNESDAY, JULY 11, 2012 4:00 p.m. – Cancelled; 6:35 p.m. – Tentatively Cancelled

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

December 14, 2011

Flory called the regular meeting to order at 4:00 p.m. on Wednesday, December 14, 2011 with all members present.

CONSENT AGENDA 12-14-11

Flory moved approval of the following Consent Agenda:

- ▶ Commission Order No. 11-040 (on file in the office of the Clerk);
- ▶ Resolution No. 11-41 establishing the Douglas County 911 Fund and Rescind Resolution No. 11-27;
- ▶ Resolution No. 11-42 extending permanent Road Record No. 678 (N2150 Road);
- ▶ Approval for the Chair to sign an agreement with KDOT for the treatment of noxious weeds on state rights-of-way in 2012;
- ▶ Approval to solicit bids for Douglas County Project No. 2011-8, Route 438 improvements in conjunction with the Berry Plastics distribution facility;
- ▶ Contract with Capital City Oil to purchase fuel and authorized staff to participate in fixed price contracts up to 50% volume of diesel and unleaded fuel in 2012; and
- ▶ The purchase of one (1) 2012 cab and Chassis Tandem Axel Plow from Diamond International in the amount of \$162,514.00 and one (1) 2012 Cab and Hooklift Chassis truck from American Equipment in the amount of \$175,046.00 for a total amount of \$337,560.00 for the Public Works Department.

Motion was seconded by Thellman and carried 3-0.

Pulled from the Consent Agenda:

EMERGENCY COMMUNICATIONS 12-14-11

Flory moved to approve purchases by Emergency Communications for electronics, cable management and security using Federal Grant Funds. Contracts are as follows: CI3 Integrators \$24,550.00; Mission Electronics \$48,235.00 and Alltech Communications \$9,671.00. Motion was seconded by Gaughan and carried 3-0.

2011 BUDGET 12-14-11

Gaughan moved to approve amended 2011 budget as follows:

- Ambulance and Road & Bridge Fund were amended to allow additional yearend and transfers if needed.
- Grants Fund was amended to allow for the expenditure of the CDBG grant for Berry Plastics; and
- Special Alcohol Programs was amended to allow paying out the alcohol tax to the agencies if the revenue comes in over the adopted budget.

Table of Contents:			2011 Amended Budget		
			Page No.	Amount of 2010 Tax that was Levied	Adopted 2011 Expenditures
Fund	K.S.A.				
Ambulance	65-6113	2	2,009,762	3,661,528	3,963,640
Road & Bridge	79-1946	3	2,799,588	6,043,934	6,086,420
Grants	12-1663	4			1,035,000
Special Alcohol Programs	79-41a04	5		26,030	30,000
0					
0					
Totals		xxxxxxxxx	4,809,350	9,731,492	11,115,060
Summary of Amendments		6			

Motion was seconded by Thellman and carried 3-0.

REDISTRICTING COMMISSION BOUNDARIES 12-14-11

The Board discussed the process for redistricting the Douglas County Commission boundaries based on 2010 Census data. Flory said that the first proposal was his preference because it involved moving only two precincts from District 3 to District 1.

Gaughan felt there was need to have a full public hearing on this item.

It was the consensus of the Board to defer the item to the January 11, 2012 agenda to allow for a public hearing.

HERITAGE GRANTS 12-14-11

Commissioner Flory asked the Board for a discussion on the process for awarding the Heritage Grants.

Flory opened a discussion on the distribution of funds for the Wakarusa Museum. Flory stated he finds it troubling that the applicants were not present at the council discussions. The applicant didn't have an opportunity to respond to a significant change in what the council was recommending the funds for. He asked the Commission to lift the restrictions on \$20,000 to be applied to the building fund to start the process.

Jeanette Blackmar, Coordinator for the Heritage Grant fund, stated the council went by the applications only and that it was up to the grantee to make a case. Money was awarded to proceed to the next step of furthering future funding which is to secure an architect.

Gaughan commented that the awards were distributed in a way to make the applicants eligible for additional funding. Blackmar agreed that the vision of the council was empowering the applicant to find additional funding from other institutions beside Douglas County.

Thellman said she wants the museum to flourish and understands what the people out there want is to create a museum. The awarded amount shows the ability to partner for these bigger projects. This is an instance where the partnership is coming through. Eudora has a similar situation and realized their award became a good first step. In order to make peace and to get past this conflicted situation Thellman stated she is willing to ask the applicant to receive the award and for the counsel to take away the restriction of the architect and put the money towards the building fund.

Thellman moved to award \$20,000 in the form of a Heritage Grant toward the Wakarusa Museum building expansion. Motion was seconded by Flory and carried 3-0.

On a second discussion, Flory stated he thought the Board would have input into the Performance Agreement. He feels the contracts are too “federal grantish.” Flory asked the Board to reconsider simplifying some of the language in the agreements.

It was the consensus of Board for Staff to come up with a revised contract for the awarded grant money and to bring the contract back to the Board for review.

ACCOUNTS PAYABLE 12-14-11

Flory moved to approve accounts payable in the amount of \$372,604.90 to be paid on 12/15/11. Motion was seconded by Gaughan and carried 3-0.

APPOINTMENT 12-14-11

Flory moved to make the following appointments to the Lawrence-Douglas County Advocacy Council on Aging: reappointment of Scott Schultz to a full-term position, previously filling the unexpired term of Forrest Swall, and first term appointment of Stacey H. Schwartz. Both terms will expire 12/31/2014. Motion was seconded by Gaughan and carried 3-0.

APPOINTMENT 12-14-11

Gaughan moved to approve the following appointments to the Lecompton First/EMS District #1: appointment of Mike Stewart, for a first term; and the

reappointment of Susan Wood for a second term. Motion was seconded by Flory and carried 3-0.

Flory moved to adjourn the meeting; Gaughan seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

December 21, 2011

Flory called the regular meeting to order at 4:00 p.m. on Wednesday, December 21, 2011 with all members present.

MINUTES 12-21-11

Flory moved to approve the minutes for October 19, October 26, November 16 and November 30, 2011. Motion was seconded by Thellman and carried 3-0.

CONSENT AGENDA 12-21-11

Flory moved approval of the following Consent Agenda:

- ▶ Commission Order No. 11-041 and 11-042 (on file in the office of the Clerk);
- ▶ Proposal for Construction Engineering Services (Force Account) for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River for a total cost estimate of \$181,401.04. Estimate includes \$16,740.00 for BG Consultants to assist the Public Works. Approval of the proposal will allow Public Works to submit construction engineering costs to KDOT for 80% reimbursement; and
- ▶ Authorize the Public Works Director to approve Supplemental Agreement No. 1 with BG Consultants at a not-to-exceed cost of \$16,740.00 for construction engineering services for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River.

Motion was seconded by Gaughan and carried 3-0.

NATURAL AND CULTURAL HERITAGE GRANTS 12-21-11

The Board considered authorizing the use of a recommended template to execute performance agreements for the Natural and Cultural Heritage Grant projects. The proposed template modified the recommended payment schedules and provides an opportunity for an applicant to request an alternate payment schedule. The County Commission will make the grant awards based on the recommendation of the Heritage Conservation Council. Throughout the grant cycle there will be presentations to the Board as needed.

Flory opened the item for public comment.

John Moore, Eudora, stated he appreciated the Board and Staff's service to Douglas County.

Flory moved approval to execute the revised Performance Agreements for Natural and Cultural Heritage Grants. Motion was seconded by Gaughan and carried 3-0.

APPOINTMENTS 12-21-11

Thellman moved to appoint Michael Beard to the Food Policy Council representing the Retail Food Outlet Sector. Motion was seconded by Gaughan and carried 3-0.

ACCOUNTS PAYABLE 12-21-11

Flory moved to approve accounts payable in the amount of \$241,044.09 to be paid on 12/22/11; payroll in the amounts of \$864,987.43 paid on 11/02/11, \$759,174.02 paid on 11/16/11, \$847,440.95 paid on 12/01/11, \$180.60 paid on 12/16/11 and \$785,284.79 paid on 12/16/11; KPERS in the amounts of \$86,238.81 paid on 11/04/11, \$77,296.43 paid on 11/18/11, \$89,063.91 paid on 12/02/11 and \$79,099.55 paid on 12/16/11; and FICA in the amounts of \$63,685.27 paid on 11/04/11, \$55,369.59 paid on 11/18/11, \$62,047.00 paid on 12/02/11 and \$56,754.24 paid on 12/16/11. Motion was seconded by Gaughan and carried 3-0.

Flory moved to adjourn the meeting; Gaughan seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

January 4, 2012

Flory called the regular meeting to order at 4:00 p.m. on Wednesday, January 4, 2012 with all members present.

CONSENT AGENDA 01-04-12

Flory moved approval of the following Consent Agenda:

- ▶ Commission Order No. 12-001(on file in the office of the Clerk); and
- ▶ Approval and authorization for the Public Works Director to sign a contract in the amount of \$9,461.00 with Kansas Gas Service for relocation of a gas line that conflicts with Project No. 2010-20, the reconstruction of Route 1055 (6th Street) from US-56 highway to Route 12 in Baldwin City.

Motion was seconded by Gaughan and carried 3-0.

2012 WORK PROGRAM 01-04-12

Scott McCullough, Lawrence-Douglas County Metropolitan Planning Director, made a presentation to the Board on the status of the 2011 projects completed and still in progress; and long-range planning for 2012.

Gaughan asked the status of the ongoing discussion for new industrial zoning categories. McCullough stated meetings have been scheduled for the Planning Commission to hear the revised text amendment. They are looking at creating a district between IL and IG, an Industrial Medium district that doesn't have the intense industrial uses of IG and commercial of IL.

Gaughan moved to approve the 2012 Work Plan. Motion was seconded by Thellman and carried 3-0.

PLANNING 01-04-12

The Board considered **CUP-10-5-11**, a Conditional Use Permit for Good Earth Gatherings, a recreation facility to provide community outreach, education, and ancillary retail sales on approximately 10.5 acres, located at 858 E 1500 Road. The application was submitted by Tamara Fairbanks-Ishmael, property owner of record. The item was approved by the Planning Commission on a 9-0 vote with conditions on December 12, 2011. Sandra Day, Lawrence-Douglas County Metropolitan Planning Staff, will present the item.

Staff findings are as follows:

- I. **Zoning and uses of property nearby.** The area is rural and zoned A (agricultural). Surrounding uses are predominantly residential. The proposed request will not alter the base zoning or land use of the area.
- II. **Character of the area.** The defining characteristic of the area is rural residential homes located along the County roads. The proposed use is consistent with the rural character of the area.
- III. **Suitability of subject property for the uses to which it has been restricted.** The property is suitable for a residential use with a home occupation that includes a limited retail element. The overall space dedicated to retail sales is clearly subordinate and accessory to the home occupation activity. The proposed retail use as a Conditional Use is suitable for this property.
- IV. **Length of time subject property has remained vacant as zoned.** The subject property is developed as a residential use. The County Zoning Regulations were adopted in 1966.
- V. **Extent to which removal of restrictions will detrimentally affect nearby property.** The significant concern generated by this request is the potential for trespass to private property and clarification in the application and operation of the use involving the lake. The addition of conditions that prohibit the use as part of the home occupation will ensure that detrimental effects are circumvented. The proposed use as described in the applicant's Business Profile does not propose detrimental impacts to the surrounding area.
- VI. **Relative gain to the public health, safety and welfare by the destruction of the value of the petitioner's property as compared to the hardship imposed upon the individual landowners.** Approval of this request does not directly harm the public health, safety and welfare. Denial of the request limits the scope of the business for this site.
- VII. **Conformance with the comprehensive plan.** A conditional use permit can be used to allow specific uses that are not permitted in a zoning district with the approval of a site plan. This tool allows development to occur in harmony with the surrounding area and to address specific land use concerns.

There was discussion that a concerned neighbor questioned the expansion of the classes and setting limits on the number of classes that could be held. Flory suggested adding a condition that set a limit to the number of activities or days for activities.

Flory opened the item for public comment. No comment was received.

Flory moved to approve CUP-10-5-11 for Good Earth Gatherings recreation facility with the following conditions :

1. Provision of a revised site plan to include the following notes
2. Use of the lake for public, business, commercial, and recreation activities associated with the home occupation is prohibited.
3. Class size shall be limited to not more than 12 students and 1 instructor.
4. No more than one class shall be conducted/offered at a time.

And an additional condition limiting activities to 15 classes per month and six open business days to the permit. Motion was seconded by Gaughan and carried 3-0.

PLANNING 01-14-12

The Board considered approval of Text Amendments, **TA-3-3-10**, to the joint city/county subdivision regulations in the City of Lawrence Land Development Code, Chapter 20, Article 8 and the Douglas County Code, Chapter 11, Article 1 to revise process requirements for division of property through Certificates of Survey, Minor Subdivisions and Major Subdivisions. Modifications include reformatting this article/chapter to eliminate duplicative text and to delete terminology not used. *Initiated by City Commission on 2/16/10. Re-initiated by Planning Commission on 5/23/11. Deferred by Planning Commission on 10/26/11.* Adopt Joint City **Ordinance No. 8690**/County Resolution 12-01 for Text Amendments (TA-3-3-10) to the joint city/county subdivision regulations in the City of Lawrence Land Development Code, Chapter 20, Article 8 and the Douglas County Code, Chapter 11, Article 1 to revise process requirements for division of property through Certificates of Survey, Minor Subdivisions and Major Subdivisions. The item was approved by the Planning Commission with an 8-0-1 vote on December 12, 2011. Sheila Stogsdill, Lawrence-Douglas County Metropolitan Planning Commission, presented the item.

Flory opened the item for public comment. No comment was received.

Flory moved to adopt Joint Ordinance No. 8690 of the City of Lawrence /County Resolution No. 12-01 of the Board of County Commissioners of Douglas County, Kansas, amending Chapter 20, Article 8 of the Code of the City of Lawrence, Kansas, 2012 Edition, and amendments thereto, and Chapter 11, Article 1 of the Code of Douglas County, Kansas, and amendments thereto, pertaining to subdivision regulations, by adopting and incorporating by reference "Subdivision Regulations for Lawrence and Unincorporated areas of Douglas County, Kansas, January 10, 2012, Editions," and repealing the existing articles and sections. Motion was seconded by Thellman and carried 3-0.

LEGISLATIVE STATEMENT 01-04-12

Flory moved approval of 2012 Legislative Policy Statement for Douglas County medium version. Motion was seconded by Thellman and carried 3-0.

ACCOUNTS PAYABLE 01-04-12

Flory moved to approve accounts payable in the amounts of \$710,364.92 to be paid on 12/29/11 and \$393,324.35 to be paid on 01/05/12; and a manual check in the amount of \$3,084.00 paid on 12/30/11. Motion was seconded by Gaughan and carried 3-0.

Flory moved to adjourn the meeting; Gaughan seconded and the motion carried 3-0.

Jim Flory, Chair

Mike Gaughan, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Nancy Thellman, Member

January 11, 2012

Flory called the regular meeting to order at 4:00 p.m. on Wednesday, January 11, 2012 with all members present.

CONSENT AGENDA 01-11-12

Flory moved approval of the following Consent Agenda:

- ▶ Approval of the 2012 outdoor warning siren maintenance agreement in the amount of \$20,390.40 with Blue Valley Public Safety;
- ▶ Authorized County Administrator's use of Emergency Authority to approve execution of advance fuel purchase contracts;
- ▶ Approval to solicit bids for Project No. 2012-5, pavement rehabilitation on Route 442 from Stull to Route 1029;
- ▶ Approval of the Force Account Agreement with KDOT for Public Works department personnel to perform construction engineering services for Project No. 23 C-4123-01, replacement of the Route 1057 bridge over the Wakarusa River (Douglas County bridge number 13.00N-19.00E);
- ▶ Authorized the transfer of \$100,000.00 from the Register of Deeds Technology Fund to the Reserve Technology Fund 232 to be used by other Douglas County land records offices; and
- ▶ Approval of Contracts for Acquisition of Easements for Project No. 2010-20 for Road No. 483 (E1750 Rd) with Alan and Emily Grant; and Margaret Counts, Trustee of the Margaret Counts Trust, UTD, March 21, 1995.

Motion was seconded by Gaughan and carried 3-0.

WESTAR 01-11-12

Chad Luce, Westar Energy, made a presentation to the Board on their tree trimming program which will eliminate trees growing up in the power lines. The program will be on a five-year cycle. The focus "right tree in the right place" should decrease power outages by up to 60% after the five-year cycle.

CITY OF LAWRENCE 01-11-12

Gaughan moved to direct the County Administrator to send a letter to the City of Lawrence requesting the City pay a portion of the update of the Emergency Communications Center. Motion was seconded by Thellman and carried 3-0.

ACCOUNTS PAYABLE 01-11-12

Flory moved to approve accounts payable in the amount of \$337,946.74 to be paid on 01/12/12. Motion was seconded by Gaughan and carried 3-0.

APPOINTMENTS 01-11-12

Flory moved to make the following appointments.

Wayne Foster, Master Plumber, to the Douglas County Board of Building Code Appeals for a first four-year term to expire 02/16/15; and

Vanessa Sanburn to the Community Corrections Advisory Board for a first three-year term to expire December 2014. Motion was seconded by Thellman and carried 3-0.

ELECTION OF OFFICERS 01-11-12

Flory moved to appoint Mike Gaughan as the Chairman of the Board of County Commissioners; and Nancy Thellman as Vice-Chair for 2012. Motion was seconded by Thellman and carried 3-0.

EXECUTIVE SESSION 01-11-12

At 4:25 p.m., Flory moved for the Board to recess to executive session for 45 minutes (until 5:10 p.m.) for the purpose of consultation with the County Counselor on a matter which would be deemed privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County. Attendees included Evan Ice, County Counselor; Craig Weinaug, County Administrator; and Sarah Plinsky, Assistant County Administrator. Motion was seconded by Thellman and carried 3-0.

The Board returned to regular session at 5:10 p.m. No action was taken.

RECESS 01-11-12

At 5:10 p.m., Thellman moved for the board to recess until 6:35 p.m. Motion was seconded by Flory and carried 3-0.

At 6:35 p.m. the Board returned to regular session.

PUBLIC HEARING ON DISTRICT MAP 01-11-12

Gaughan moved to open a public hearing to discuss revisions to the County Commission district map based on 2010 census data.

The Board reviewed three options as follows:

- First alternative equalizes the population between districts by shifting two precincts from District 3 to District 1. Under this proposal, all of the District 1 remains within Lawrence and the other two districts represent portions of Lawrence, and portions of the remainder of the County.

- The second alternative makes more specific changes to the boundaries, and equalizes the populations of each of the districts slightly better. Under this proposal, District 1 continues to be contained completely within the city limits of Lawrence, and the other two districts continue to represent portions of Lawrence, and portions of the remainder of Lawrence;
- The third alternative represents a more significant shift in how the boundaries are drawn. Under this alternative, each of the districts would include a significant portion of Lawrence, one of the three other cities in the county, and a portion of the unincorporated area. District 1 would include a portion of Lawrence, all of Lecompton, and a portion of the unincorporated area located primarily northwest of Lawrence. District 2 would include a portion of Lawrence, all of Eudora, and a portion of the unincorporated area located primarily northeast of Lawrence. District 3 would include a portion of Lawrence, all of Baldwin City, and a portion of the unincorporated area located primarily south of Lawrence.

Jamie Shew, County Clerk, described how redistricting will affect notification for elections. Notification will be sent out to voters after all redistricting is completed as other things may also affect the districts.

It was a consensus by the Commission to eliminate Option 3 because of the many changes it would require.

Gaughan stated he prefers Option 2 for its compactness, population equity and keeping our neighborhoods, our communities of interest intact.

Flory prefers Option 1 because it minimized disruption among the voters. He said some will lose their vote in 2012 because the seat they vote for will change and not be open.

Thellman stated she also prefers Option 2 because it is more equal in population than the other options.

Gaughan moved to close the public hearing. There was no comment from the public.

Gaughan moved to direct staff to draw up documents for Option 2. Motion was seconded by Thellman and carried 2-1 with Flory in opposition.

Gaughan moved to adjourn the meeting; Thellman seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

January 18, 2012

Gaughan called the regular meeting to order at 4:00 p.m. on Wednesday, January 18, 2012 with all members present.

CONSENT AGENDA 01-18-12

Gaughan moved approval of the following Consent Agenda:

- ▶ Commission Order No. 12-002 and 12-003 (on file in the office of the Clerk);
- ▶ Authorized Douglas County staff to begin working with the City of Lawrence to develop and propose a fiber sharing agreement to outline how existing and future fiber projects can be accomplished to benefit both organizations. The proposed agreement will be brought back to the Douglas County Commission and the City of Lawrence Commission for approval;
- ▶ Authorized solicitation of bids for Project No. 2010-20, the reconstruction of Route 1055 (6th Street) from US-56 highway to Route 12 in Baldwin City;
- ▶ Accepted bid from Mid-States Material (Big Springs quarry) for the supply of 1,000-3,000 tons Shot Rock, 3,000-7,500 tons AB-3 base rock, and 500-1,500 tons Rip Rap, and the bid from Hamm Quarries (Harrell quarry) for the supply of 3,000-7,500 tons AB-3 base rock and 3,000-7,500 tons Road Rock (Special), and the bid from Hunt Martin (Sunflower quarry) for 1,000-3,000 tons Shot Rock, 3,000-7,500 tons AB-3 base rock and 3,000-7,500 tons Road Rock (Special);
- ▶ Waived the formal bidding process and authorized staff to access the State contract with Mission Electronics Inc. in the amount of \$56,635.85 for technology improvements to Division V courtroom;
- ▶ The Board approved the following Natural and Cultural Heritage Grant Project Agreements:
 - Clearfield Community Historical Society for \$3,000 (Restoration on interior and exterior, make Clearfield School a heritage visitor's stop);
 - Lecompton Historical Society for \$15,000 (Relocation of 1892 Lecompton City Jail);
 - Douglas County Extension Master Gardeners for \$2,700 (Heritage Trees of Douglas County);
 - Black Jack Battlefield Trust for \$163,000 (Robert Hall Pearson Farmhouse Rehabilitation)
 - Kansas Land Trust, Inc. for \$22,300 (Hamilton Conservation Easement);
 - Vinland Preservation LLC for \$30,000 (Vinland Presbyterian Church Building, Exterior Preservation);

- Lawrence Preservation Alliance for \$9,000 (Protecting Cultural Heritage through Listing on the national Register); and
- Eudora Area Historical Society for \$29,500 (Preservation Planning of 720 and 722 main Street, Eudora).
- Eudora Area Historical Society for \$3,000 (Signage for Historical Buildings on Main Street)

Motion was seconded by Thellman and carried 3-0.

PUBLIC WORKS 01-18-12

Flory moved to continue brokerage of a dust palliative program with 2012 user fees set at \$1.40/linear foot (\$1.00/l.f. for dust palliative material and water, and an additional \$0.40/l.f. user fee to cover road preparation costs), plus an administrative fee of \$60.00 per applicant, plus a late fee of \$15.00 per application submitted after the deadline. Permission to advertise for bidders once the process has been completed. And Flory authorized the Public Works Director to treat 1140 linear feet of roadway on Route 1039 south of the town of Lone Star, two sections of E 1750 Road north of Route 460 (1300 l.f.), and Route 458 from E1 Road to E 100 road due to safety concerns of limited visibility (5280 l.f.). Motion was seconded by Thellman carried 3-0.

VOTING DISTRICTS/RESOLUTION 01-18-12

The Board considered the approval of a County resolution ordering the reapportionment of County Commissioner Districts in Douglas County, Kansas. Commissioner Flory stated his objection of Proposal No. 2 because it disrupts too many precincts.

Thellman stated although Proposal Nos. 1 and 2 were acceptable; she supports Proposal No. 2 as she feels it is closer to equal populations.

Jamie Shew, County Clerk, stated under state law a county commission can review the districts every three years based on the same census information for that 10-year period. The commission is allowed to make revisions based on population projects.

Gaughan moved to approve Resolution 12-02 ordering the reapportionment of County Commissioner Districts in Douglas County, Kansas. Motion was seconded by Thellman and carried 2-1 with Flory in opposition.

ACCOUNTS PAYABLE 01-18-12

Gaughan moved to approve accounts payable in the amount of \$269,182.72 to be paid on 01/19/12 and manual check in the amount of \$300.00 paid on 01/13/12. Motion was seconded by Thellman and carried 3-0.

MISCELLANEOUS 01-18-12

The Commission will be meeting with Information Technology staff at 3:00 p.m. on January 25, 2012 prior to the Commission meeting for iPad training.

Gaughan moved to adjourn the meeting; Thellman seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

January 25, 2012

Gaughan called the regular meeting to order at 4:00 p.m. on Wednesday, January 25, 2012 with all members present.

PROCLAMATION 01-25-12

Jeremy Cooper, Executive Director of Pinnacle Career Institute, presented a proclamation to the Board declaring February 2012 as "Career Education Month" in Douglas County. Debbie Libbel, spoke about experience with furthering her education. Gaughan read the proclamation and moved for adoption. Motion was seconded by Thellman and carried 3-0.

MINUTES 01-25-12

Flory moved to approve the minutes of December 7, 2011. Motion was seconded by Thellman and carried 3-0.

CONSENT AGENDA 01-25-12

Gaughan moved approval of the following Consent Agenda:

- ▶ Commission Order No. 12-004 and 12-005 (on file in the office of the Clerk);
- ▶ Acknowledge of the reporting of State Forfeitures per K.S.A. 60-4117(d)(2) received by the Lawrence-Douglas County Drug Enforcement Unit (DEU); and
- ▶ Contract in the amount of \$79,800 with Ascenttra for a regional hazardous materials full-scale exercise.

Motion was seconded by Thellman and carried 3-0.

Pulled from Consent Agenda:

NATURAL & CULTURAL HERITAGE 01-25-12

The Board considered the approval of a contract for a historic resource survey to be used for Douglas County inventory of natural and cultural resources.

Julia Manglitz, Natural & Cultural Heritage Taskforce, stated the survey is a planning tool for the future of Douglas and the Historical Society.

Flory stated he feels the survey is not essential at the present time. He would like to wait for this project until the economy is better.

Gaughan commented the survey is a step forward in promoting our natural and cultural heritage.

Thellman supported the survey saying it was the first in a number of necessary surveys to help make future decisions.

Gaughan moved to approve a contract with Dale Nimz in the amount of \$34,845 to complete a natural, cultural and historic survey of Eudora and Kanwaka Townships.

PURCHASING/FUEL 01-25-12

Thellman moved to authorize the County Administrator to make decisions on volumes up to 75% of fuel usage for a fixed diesel contract with Capital City Oil. Motion was seconded by Flory and carried 3-0.

SUSTAINABILITY 01-25-12

Caitlin Stene, Management Intern, gave the Board an overview of the Green Games, a six week competition among County staff and department teams, each week promoting a different area of sustainability. The games being January 30, 2012.

APPOINTMENT 01-25-12

It was the consensus of the Board for Nancy Thellman to be the Douglas County Board of Commissioners representative to assist in the hiring process of a new director for Destinations Management Inc.

ACCOUNTS PAYABLE 01-25-12

Flory moved to approve accounts payable in the amount of \$351,277.01 to be paid on 01/26/12; and a manual check in the amount of \$19,357.00 paid on 01/19/12. Motion was seconded by Gaughan and carried 3-0.

Flory moved to adjourn the meeting; Thellman seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

February 1, 2012

Gaughan called the regular meeting to order at 6:35 p.m. on Wednesday, February 2, 2012 with all members present.

CONSENT AGENDA 02-01-12

Gaughan moved approval of the following Consent Agenda:

- ▶ Commission Order No. 12-006 and 12-007 (on file in the office of the Clerk); and
- ▶ Contract for acquisition of easement for Project No. 23C-0059-01; County Route 6 curve improvement with Alun P Morrall and June E . Morrall (Tract 1); Jim L. and Geraldine K. Baldwin (Tract 2); and Rodney L. and Helen Eidson (Tract 4) .

Motion was seconded by Thellman and carried 3-0.

Pulled from the Regular Agenda

PLANNING 02-01-12

Item **CUP-10-6-10** to consider a Conditional Use Permit (as deferred from the 12/07/11 meeting) for Kaw Valley Eudora Sand Facility, located at 2102 N 1500 Road, NE of SW Cor. SW ¼ S32-T12S-R21E, on approximately 196.58 acres was pulled from the agenda. Craig Weinaug, County Administrator, informed the Commission that he had been informed by email earlier in the day (Wednesday, February 2, 2012) that the applicant had decided to withdraw the application. He also indicated he had informed the applicant that the withdraw of the application would require the applicant to go through the full application process including review by the Lawrence-Douglas County Planning Commission and the Eudora Planning Commission when and if the application was resubmitted.

The Commission discussed the following:

Flory stated that after reviewing Keith Browning's analysis he had some questions as to whether there might be some actions that should be taken to protect the bridge, whether or not a sand facility was approved.

Flory stated the greatest risk for many of the people comes not from the property on the CUP but the adjoining property to the west. He asked if there is any way we can encourage or demand the landowner take action to protect the area from potential flooding problems.

Keith Browning, Director of Public Works, stated he doesn't think the County can demand anything. However, staff can contact the owner to see if she is interested in helping to start a woody buffer along that river.

Gaughan stated the way he understands the memo, the threat is there under any conditions. The quarry might exacerbate issue.

Thellman asked for clarification on the process for filing a new application. Craig Weinaug, County Administrator, explained there is no waiting period. The applicant is looking at a significant change so is therefore starting over the process.

ADMINISTRATION/LIABILITY INSURANCE 02-01-12

Douglas County received two bids for General Property and Liability Insurance (package includes: property, crime, Inland Marine, General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Management Liability, Employment Practice Liability, Business Auto Coverage, and Machinery and Equipment as a separate company).

The initial proposal from Travelers for \$479,568 included coverage from Cincinnati for Machinery and Equipment breakdown. The price was negotiated to \$455,563 with a 5% increase from last year. The second proposal was from OneBeacon at \$445,375. Separate applications would need to be completed to switch carriers which may lead to a cost increase.

Sarah Plinsky, Assistant County Administrator, signed the renewal with Travelers for \$455,563 on Tuesday, January 31, 2011. She asked the Board to ratify the administrative approval.

Gaughan opened the item for public comment. No comment was received.

Flory moved to ratify the administrative approval to renew the Property and Liability Insurance renewal with Travelers in the amount of \$455,563. Motion was seconded by Thellman and carried 3-0.

ACCOUNTS PAYABLE 02-01-12

Gaughan moved to approve accounts payable in the amount of \$204,959.33 to be paid on 02/02/12 and a wire transfer in the amount of \$1,376,120.99 paid on 01/31/12. Motion was seconded by Thellman and carried 3-0.

APPOINTMENT 02-01-12

Flory moved to reappoint Shirley Martin Smith to a joint position with the City of Lawrence to the Lawrence-Douglas County Health Board for a seconded term to expire 03/31/15. Motion was seconded by Thellman and Carried 3-0.

APPOINTMENT 02-01-12

Gaughan moved to reappoint Ray Davis to the Lawrence-Douglas County Health Board for a second term to expire 03/31/15. Motion was seconded by Flory and Carried 3-0.

Thellman moved to adjourn the meeting; Gaughan seconded and the motion carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member

February 8, 2012

Gaughan called the regular meeting to order at 4:00 p.m. on Wednesday, February 8, 2012 with all members present.

CONSENT AGENDA 02-08-12

Gaughan moved approval of the following Consent Agenda:

- ▶ Commission Order No. 12-008 and 12-009 (on file in the office of the Clerk); and
- ▶ Resolution No. 12-03 establishing a 40 miles per hour maximum speed limit on a portion of N 1500 Road in Wakarusa township.

Motion was seconded by Thellman and carried 3-0.

JEFFERSON COUNTY/LETTER 02-08-12

The Board considered sending a letter to Jefferson County Board of Commissioners requesting Jefferson County share road user fees generated by a proposed sand dredging facility on the north side of the Route 1029 bridge over the Kansas River. Keith Browning, Director of Public Works, stated the traffic impact imposed on Douglas County roads could be as much as 90% use of Douglas County roads and 10% use in Jefferson County.

It was the consensus of the Commissioners that the 2% user fee conditioned on the dredging facility should be shared with Douglas County to offset the maintenance costs that will result from the increase in truck traffic on Douglas County roads.

Gaughan opened the item for public comment. No comment was received.

Flory moved to approve the letter to the Jefferson County Board of Commissioners asking them to share the 2% user fee to defray ongoing road maintenance costs as a result of increased truck traffic on Douglas County Roads as a result of the approved sand dredging facility located in Jefferson County. Motion was seconded by Thellman and carried 3-0.

PUBLIC WORKS 02-08-12

Gaughan moved to approve the Authority to Award Commitment of County Funds contract for Project No. 23 C-4123-01, the replacement of the Route 1057 bridge over the Wakarusa River with Contractor Comanche Construction Inc. & Subsidiary in the amount of \$2,753,110.43. Motion was seconded by Thellman and carried 3-0.

2012 CIP 02-08-12

Sarah Plinsky, Assistant County Administrator, provided the Board with an update on the status of the 2012 Capital Improvement Plan (CIP).

Currently, the 2012 CIP has a budget of \$4 million set aside for facility, road and bridge repairs. There was discussion on what projects the Public Works department plans to complete this year and the possibility of postponing several projects to a future date due to the economic situation. This postponement could lead to a \$1 million in reallocation of funds to be put towards the 2013 budget.

After further discussion, Flory moved to approve the CIP as is with a \$4 million budget, leaving the \$1 million in funding to be discussed during budget sessions. Motion was seconded by Thellman and carried 3-0.

WORK SESSION ON 2013 BUDGET 02-08-12

Craig Weinaug, County Administrator, opened discussions with the Board concerning preliminary projections for the 2013 Budget. Weinaug is anticipating budget challenges due to a loss in revenue brought on by a continued decline in property values.

Debbie Sparkes, Budget Director, made a presentation to the Board on her projections of a 2.164 mill levy increase based upon projected increases in costs and projected decreases in revenue.

The purpose for the presentation was to make the Commission aware of the projected gap between revenues and expenses at the same service levels. The next step would be to schedule a work session to discuss alternative solutions to close the projected gap. The Board suggested having department heads make requests early on instead of waiting for budget discussion. Weinaug stated department heads and employees are continually looking for ways to push costs down. There was discussion on exploring what mill levy increase would help meet budgetary needs without raising taxes.

No action was taken.

ACCOUNTS PAYABLE 02-08-12

Flory moved to approve accounts payable in the amounts of \$2,779,684.27 to be paid on 02/09/12 and \$351,277.01 paid on 01/26/12. Motion was seconded by Gaughan and carried 3-0.

APPOINTMENT 02-08-12

Gaughan moved to appoint the following people to the Food Policy Council: Jill Elmer with Moon on the Meadow Farm for the Agricultural Producer position; Jan Hornberger with Clinton Parkway Hy-Vee for the Retail Food Outlet position; and Ellie Garrett with Backdoor Bakery for the Farmers Market position. Motion was seconded by Flory and carried 3-0.

PUBLIC COMMENT 02-08-12

Hubbard Collinsworth, Douglas County resident, asked the Board if they have received confirmed numbers from the state on its support for SRS. Gaughan replied the Senate Ways and Means Committee has backed continued funding for SRS in their current fiscal year budget and the Governor has included SRS in the 2013 State budget.

Gaughan moved to adjourn the meeting; Thellman seconded and the motion carried 3-0.

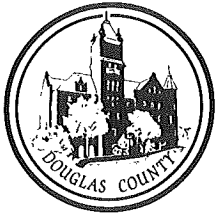
Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Jim Flory, Member



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

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

MEMORANDUM

TO : Board of County Commissioners

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

DATE : February 17, 2012

RE : Drainage Structure Replacements; Acquisition of Easement; Consent agenda
County Route 2; Str. Nos. 12.50N – 03.01E and 12.50N – 03.50E

Projects have been designed to replace two deficient drainage structures located on County Route 2 in the west part of Douglas County, 3.5 miles south of Stull. Plans were developed in-house and negotiations with pertinent landowners for permanent easement are now complete.

Construction is planned for early March and will be accomplished using county personnel.

To ensure the proper completion of necessary construction projects approval is recommended for the attached CONTRACT's FOR HIGHWAY PURPOSES.

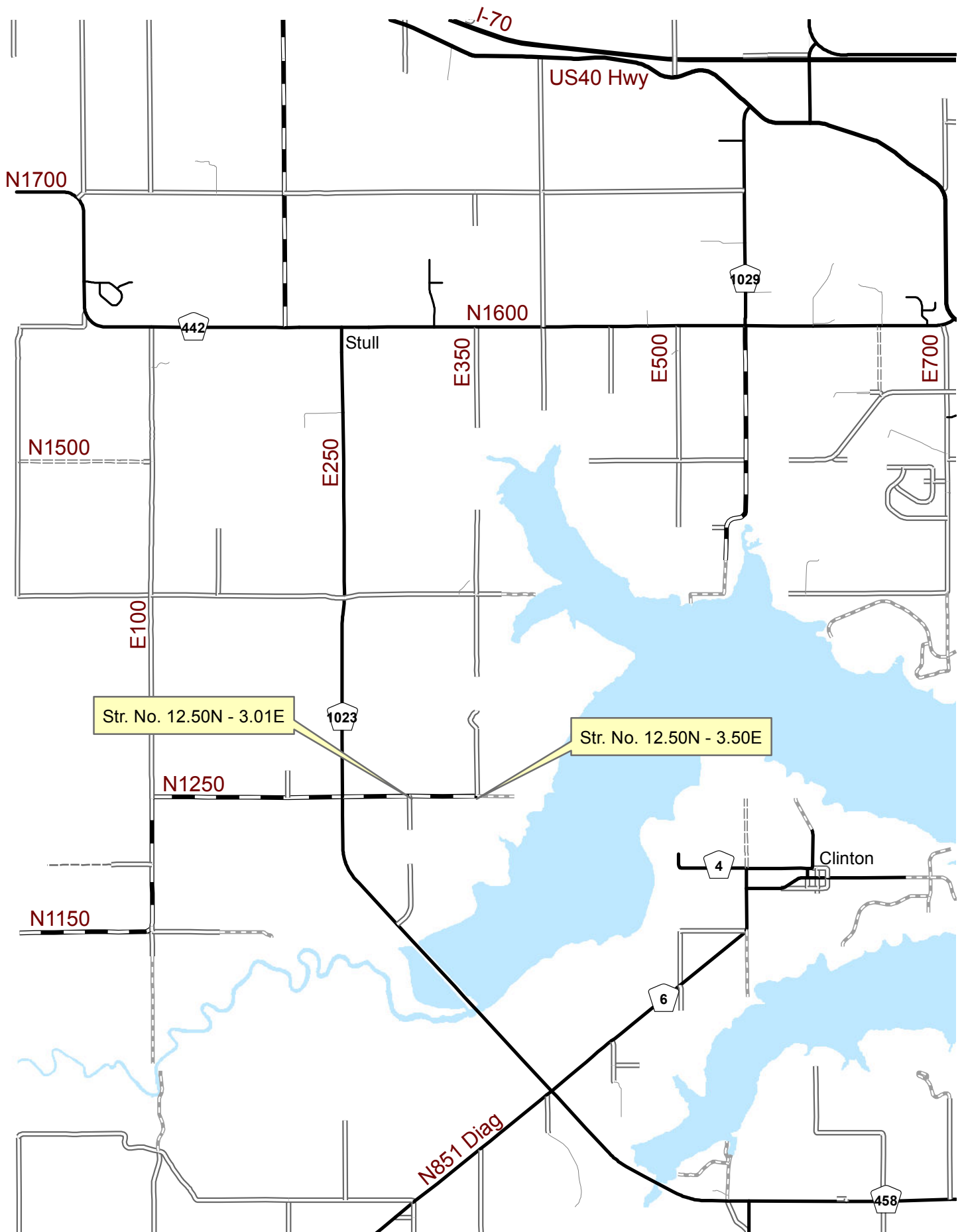
ACTION REQUIRED: Consent agenda approval to authorize Mike Gaughan to affix his signature to the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure Nos. 12.50N – 03.01E and 12.50N – 03.50E

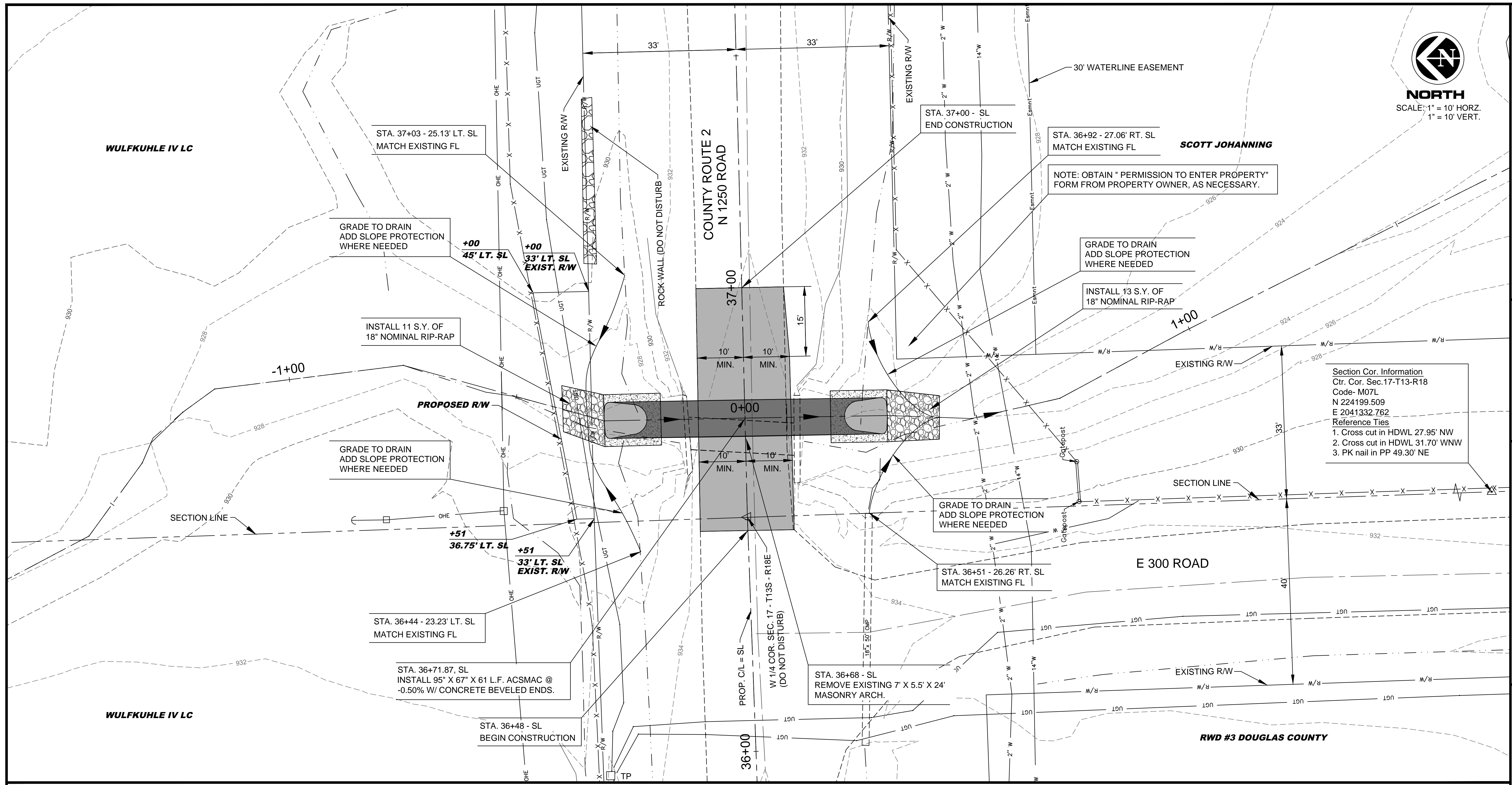
Str. No. 12.50N - 3.01E

Str. No. 12.50N - 3.50E

1 inch = 5,000 feet

5,000 2,500 0 5,000 Feet



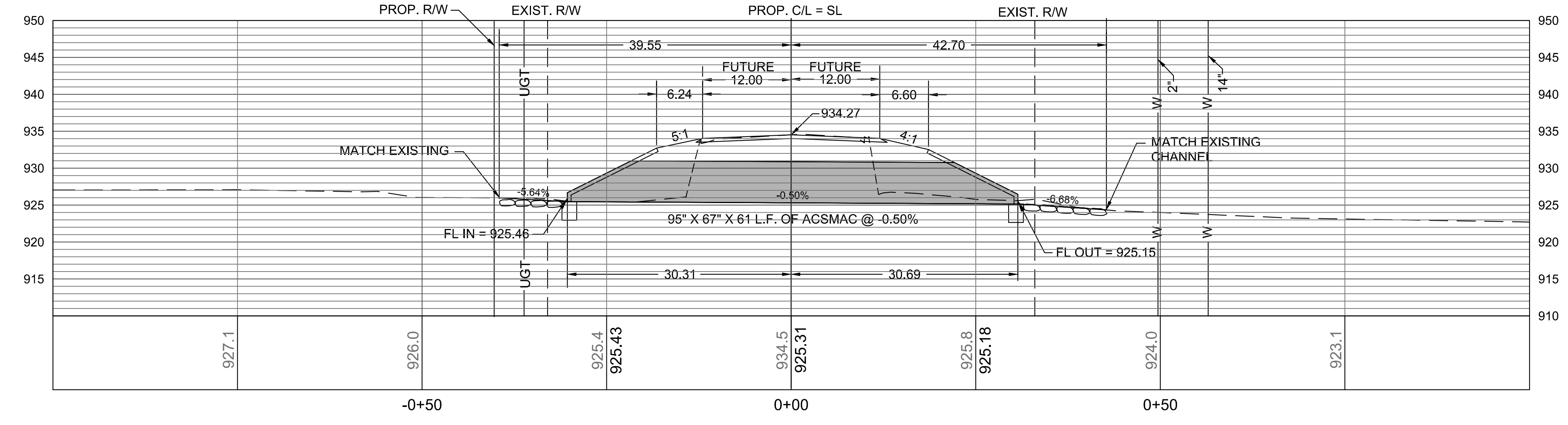


Section Cor. Information
Ctr. Cor. Sec. 17-T13-R18
Code- M07L
N 224134.386
E 2041332.762
Reference Ties
1. Cross cut in HDWL 27.95' NW
2. Cross cut in HDWL 31.70' WNW
3. PK nail in PP 49.30' NE

STA. 36+50.47 - SL
W1/4. Cor. Sec. 17-T13-R18
Code- M05L
N 224134.386
E 2038682.623
Reference Ties
1. Spike in top hedge brace post 40.90' NW
2. Spike in telephone pole 52.10' W
3. Spike in power pole 71.00' SSE
4. Spike in hedge corner fence post 43.13' NNE

BM#1 - STA. 32+66.90; 35' LT. SL
PK in South face of PP
Elev= 950.91

BM#2 - STA. 40+13.22; 33.31' RT. SL
PK in North face of Fence corner post
Elev= 934.98



STRUCTURE NO. 12.50N 03.01E

DA =	178 AC.
Q25 =	320 CFS
HW (25 YR) =	933.27 FT.
T/ROAD =	934.27 FT.

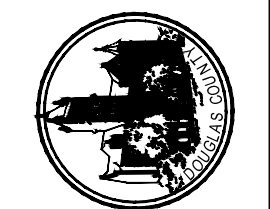
"CAUTION"
LOCATE ALL UTILITIES
IN THE FIELD PRIOR TO
CONSTRUCTION.



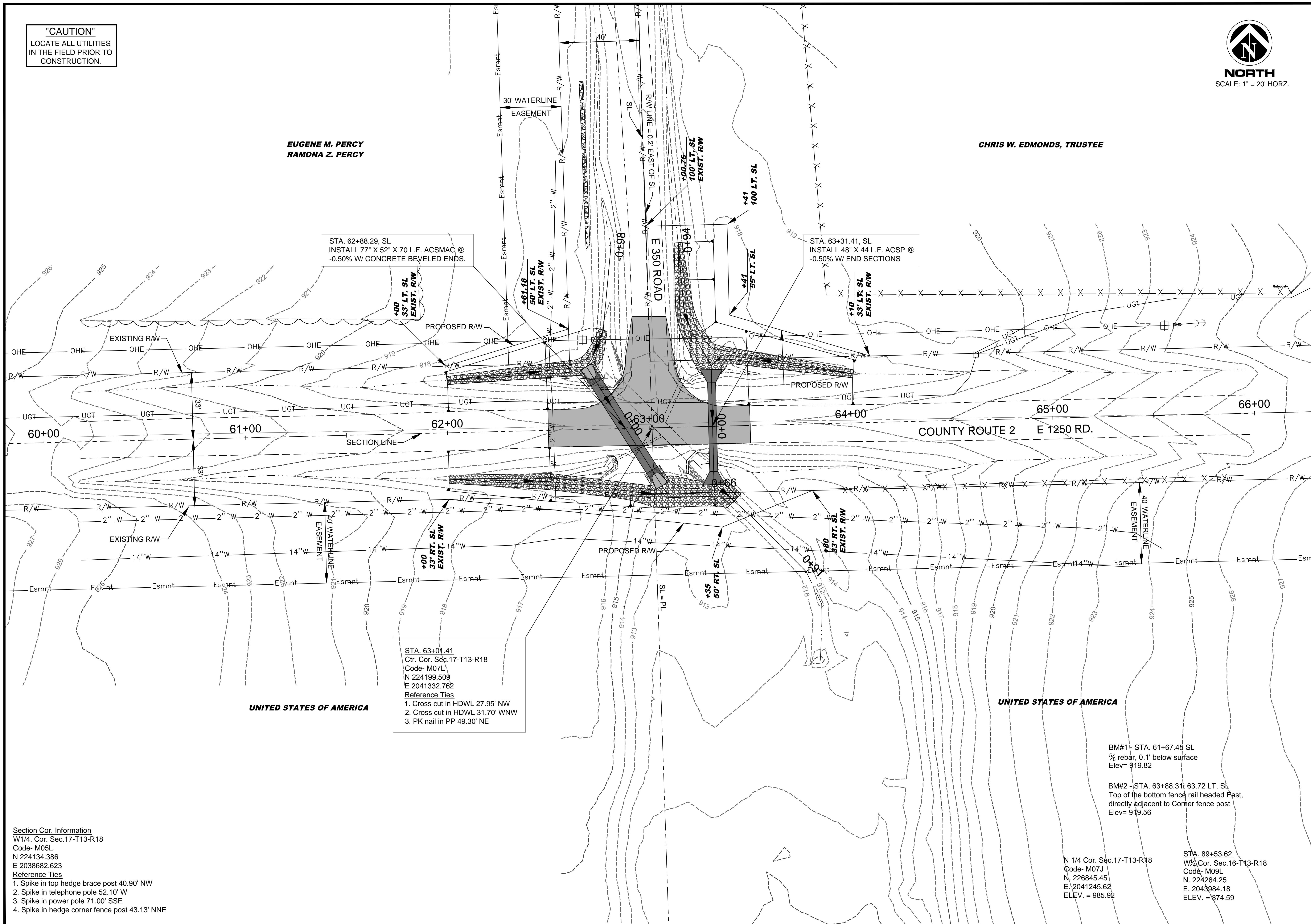
EUGENE M. PERCY
RAMONA Z. PERCY

CHRIS W. EDMONDS, TRUSTEE

Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Project: CULVERT REPLACEMENT
Project No.: 125004W AND 125005E
Designed By: A.S.
Checked By: T.C.
Drawn By: L.K.
Date: 11/1/2011



STA. 62+88.29, SL
INSTALL 77' X 52' X 70 L.F. ACSMAC @
-0.50% W/ CONCRETE BEVELED ENDS.

STA. 63+31.41, SL
INSTALL 48' X 44 L.F. ACSP @
-0.50% W/ END SECTIONS

STA. 63+01.41
Ctr. Cor. Sec.17-T13-R18
Code- M07L
N 224199.509
E 2041332.762
Reference Ties
1. Cross cut in HDWL 27.95' NW
2. Cross cut in HDWL 31.70' WNW
3. PK nail in PP 49.30' NE

BM#1 - STA. 61+67.45 SL
5/8 rebar, 0.1' below surface
Elev= 919.82

BM#2 - STA. 63+88.31, 63.72 LT. SL
Top of the bottom fence rail headed East,
directly adjacent to Corner fence post
Elev= 919.56

N 1/4 Cor. Sec.17-T13-R18
Code- M07J
N. 226845.45
E. 2041245.62
ELEV. = 985.92

STA. 89+53.62
W 1/4 Cor. Sec.16-T13-R18
Code- M09L
N. 224264.25
E. 2043984.18
ELEV. = 874.59

Section Cor. Information
W1/4. Cor. Sec.17-T13-R18
Code- M05L
N 224134.386
E 2038682.623
Reference Ties
1. Spike in top hedge brace post 40.90' NW
2. Spike in telephone pole 52.10' W
3. Spike in power pole 71.00' SSE
4. Spike in hedge corner fence post 43.13' NNE

STRUCTURE NOS. 12.50N 03.49E
& 12.50N 03.51E
PROPOSED R/W
SHEET 4 OF 10

ROAD AND DRAINAGE IMPROVEMENTS FOR N 1250 RD.

Project No. 1250-0301
 R/W Negotiation Details

2-Feb-12

Tract 1 - Wulfkuhle IV, LC

parent parcel = 235 acres

R/W	0.0089	ac.	\$ 2,000.00	/ac.	\$ 17.80
Temp. Esmt	0.0000	ac.	\$ 200.00	/ac.	\$ -
rounding					\$ 82.20

total \$ 100.00

Project No. 1200-0349
 R/W Negotiation Details

6-Feb-12

Tract 1 - Percy

parent parcel = 6 acres

R/W	0.0120	ac.	\$ 5,000.00	/ac.	\$ 60.00
Temp. Esmt	0.0000	ac.	\$ 500.00	/ac.	\$ -
Admin. Adjustment					\$ 100.00
rounding					\$ 40.00

total \$ 200.00

Tract 2 - Edmonds

parent parcel = 40 acres

R/W	0.0789	ac.	\$ 5,000.00	/ac.	\$ 394.50
Temp. Esmt	0.0000	ac.	\$ 500.00	/ac.	\$ -
rounding					\$ 5.50

total \$ 400.00

Grand Total: \$ 700.00

MEMORANDUM

To : Board of County Commissioners

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

Date : February 14, 2012

Re : Consent Agenda Approval of Bids for Noxious Weed Herbicides

Bids were opened on February 13, 2012 for the supply of herbicides to treat noxious weeds. These herbicides are for supply to private landowners (at 75% of the county's cost plus shipping and handling) and for treating noxious weeds on county owned or maintained land. Bids were received from seven (7) suppliers, as shown on the attached bid tabulation.

The low bids are as follows:

Herbicide	Quantity	Unit Cost	Total Cost	Vendor
Picloram	350 gal.	\$ 42.90	\$15,015.00	Helena Chemical
2,4-D Hardball	400 gal.	\$ 28.00	\$11,200.00	Helena Chemical
Glyphosate	600 gal.	\$ 8.56	\$ 5,136.00	Lone Pine
PastureGard HL	400 gal.	\$ 83.81	\$33,524.00	Lone Pine
Milestone(Gal.)	50 gal.	\$263.76	\$13,188.00	J B Pearl
Milestone(Qt.)	24 qt.	\$ 71.38	\$ 1,713.12	Lone Pine
Escort	128 oz.	\$ 3.89	\$ 497.92	Van Diest

Action Required: Consent Agenda acceptance of the low bid from suppliers noted above.

BID TAB FOR HERBICIDES

Bid No. 12-F-0001 - Bid Opening Date February 13, 2012

VENDOR	Qty/Gal	\$/Gal.	Picloram 22K	Qty/Gal	\$/Gal.	2,4D Hardball	Qty/Gal	\$/Gal.	Glyphosate	Qty/Gal.	\$/Gal.	PastureGard HL	Qty/Gal	\$/Gal.	Milestone	Qty/Qt	\$/Qt.	Milestone	Qty/Oz	\$/Oz	Escort
Red River	350	\$43.29	\$15,151.50	400	\$22.40	\$8,960.00	600	\$11.00	\$6,600.00	400	\$96.05	\$38,420.00	50	\$299.73	\$14,986.50	24	\$76.22	\$1,829.28	128	\$4.08	\$522.24
Van Diest	350	\$43.07	\$15,074.50	400	No Bid	\$0.00	600	\$10.03	\$6,018.00	400	\$98.39	\$39,356.00	50	\$299.73	\$14,986.50	24	\$76.22	\$1,829.28	128	\$3.89	\$497.92
Helena Chemical	350	\$42.90	\$15,015.00	400	\$28.00	\$11,200.00	600	\$10.90	\$6,540.00	400	\$104.00	\$41,600.00	50	\$299.73	\$14,986.50	24	\$76.22	\$1,829.28	128	\$3.09	\$395.52
Lone Pine Ag Serv.	350	\$43.27	\$15,144.50	400	\$43.34	\$17,336.00	600	\$8.56	\$5,136.00	400	\$83.81	\$33,524.00	50	\$279.25	\$13,962.50	24	\$71.38	\$1,713.12	128	\$11.09	\$1,419.52
J B Pearl	350	\$44.10	\$15,435.00	400	\$45.20	\$18,080.00	600	\$8.70	\$5,220.00	400	\$88.70	\$35,480.00	50	\$263.76	\$13,188.00	24	\$268.30	\$6,439.20	128	\$11.76	\$1,505.28
CPS	350	\$43.49	\$15,221.50	400	No Bid		600	\$9.84	\$5,904.00	400	\$48.50	\$19,400.00	50	\$299.73	\$14,986.50	24	\$76.22	\$1,829.28	128	\$4.25	\$544.00
East Kansas Chem.	350	\$58.00	\$20,300.00	400	No Bid		600	\$14.00	\$8,400.00	400	\$55.00	\$22,000.00	50	\$299.73	\$14,986.50	24	\$76.22	\$1,829.28	128	\$13.49	\$1,726.72
	350		\$0.00	400		\$0.00	600	\$0.00	\$0.00	400		\$0.00	50		\$0.00	24		\$0.00	128		\$0.00
	350		\$0.00	400		\$0.00	600	\$0.00	\$0.00	400		\$0.00	50		\$0.00	24		\$0.00	128		\$0.00
	350		\$0.00	400		\$0.00	600	\$0.00	\$0.00	400		\$0.00	50		\$0.00	24		\$0.00	128		\$0.00
	350		\$0.00	400		\$0.00	600	\$0.00	\$0.00	400		\$0.00	50		\$0.00	24		\$0.00	128		\$0.00
	350		\$0.00	400		\$0.00	600	\$0.00	\$0.00	400		\$0.00	50		\$0.00	24		\$0.00	128		\$0.00

Director of Public Works: Keith A. Browning
By: Rita Fulks

County Clerk: Jamie Shew

Dated: 02/13/2012

J. B. Pearl

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HERBICIDES

BID NO. 12-F-0001

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HERBICIDES

BID NO. 12-F-0001

BY

THE DOUGLAS COUNTY COMMISSIONERS

Jim Flory
Member

Nancy Thellman
Member

Mike Gaughan
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons of Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort by the Douglas County Department of Public Works will be received in the office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:30 pm, Monday, February 13, 2012 then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or on the internet at www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "HERBICIDES", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Department of Public Works reserves the right to reject any or all bids, waive technicalities, and to purchase the herbicides which in our opinion are best suited for the use intended.

DATED: 01/25/2012

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works

Published: Monday, January 30, 2012
Sunday, February 5, 2012

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
County Shop
Purchasing Department
File

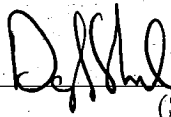
DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
INSTRUCTIONS TO BIDDERS

1. It is the intent of the Douglas County Public Works Department to purchase 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort.
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 1242 Massachusetts Street, Lawrence, Kansas or by Demand Star at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall submit sample labels and material safety data sheets of all pesticides bids.
4. Bidders shall show net price per gallon on each container size, and formulations. The total price for the county shall be F.O.B. our warehouse, Lawrence, Kansas. The county is not subject to Federal, State or City taxes.
5. The herbicide specified must be approved by the Kansas State Board of Agriculture, for cost share, for the current year.
6. Bids shall be submitted as follows:
 - a. One or more deliveries of 350 gallons – Picloram 22 K - (1 gallon containers)
 - b. One or more deliveries of 400 gallons – 2, 4-D Hardball – (1 gallon containers)
 - c. One or more deliveries of 600 gallons – Glyphosate – (2 ½ gallon containers)
 - d. One or more deliveries of 400 gallons – PastureGard HL – (1 gallon containers)
 - e. One or more deliveries of 50 gallons – Milestone – (2 ½ gallon containers)
 - f. One or more deliveries of 24 quarts - Milestone – (quarts)
 - g. One or more deliveries of 128 ounces – Escort – (8 oz. containers)
7. Each herbicide shipment will be delivered no later than fourteen (14) working days after notification from the Public Works Department.
8. Prices for purchase of additional amounts of herbicides will be guaranteed for the remainder of calendar year 2012.
9. Bids shall be sealed and shall show on the outside name of bidder and clearly marked "HERBICIDES". Bids shall be delivered to the Office of the Douglas County Clerk before the time and date specified in the Notice to Bidders. Any bids received after the time specified will be returned unopened.
10. We reserve the right and to purchase the herbicides which in our opinion is best suited for use intended.
11. A sample of each lot and formulation may, at the discretion of the Director of Public Works, be checked by the Kansas Department of Agriculture, Control Division, before the herbicides are paid for.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

I hereby certify that the JB Pearl Sales&Service Inc. located in
(Name of Firm)

Perry & Lawrence, KS, will supply the herbicides meeting the
minimum specifications as set forth in this contract.



(Signed)

General Manager
(Title)

JB Pearl Sales & Service, Inc.
(Firm)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Party of the First Part hereinafter referred to as the Owner and J.B. Pearl Sales of St. Marys, Kansas, Party of the Second Part and hereinafter referred to as the Dealer.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with the purchase of _____

_____ in accordance with the terms of this contract; and

WHEREAS, the Dealer, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvass has determined and declared the aforesaid Dealer to be the best bidder for the purchase and has duly awarded to the said Dealer a contract therefore, for the sum or sums named in the Dealers' proposal a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the Compensation to be paid to the Dealer and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Dealer for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Dealer by the Owner as set forth in the schedule of prices, the said Dealer shall furnish all herbicides as set forth in the specifications, ready for use, and in strict accordance with the contract specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the herbicides by the Dealer, the Owner shall pay the Dealer the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT (continued)

ARTICLE 3: It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Dealer shall be deemed to refer to said Dealer whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Dealer.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Clauses and are hereby made a part of this agreement as fully as if set out at length herein.

OWNER, First Party

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purposes shall be CONSIDERED AS THE ORIGINAL.

Douglas County, Kansas

By: _____
Chairman
Douglas County Commission

DEALER, Second Party

By: _____

(Position of Signer)

ATTEST:

County Clerk

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
PROPOSAL

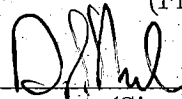
1. Proposal of JB Pearl Sales & Service, Inc. for the purchase of herbicides by Douglas County Public Works Department as shown by the Specifications and set forth in the dealer's proposal.

TO THE DOUGLAS COUNTY COMMISSIONERS:

2. The undersigned agrees to execute a contract for the proposed herbicides within five (5) days after notice of the award of the bid.
3. The following ties and riders shall be considered a part of the proposal of undersigned bidder. All Prices net 30 days on the quantities of the bid. After 30 days, prices and availability are subject to change. These restrictions and terms are set by our distributor.
4. In submitting this bid, the undersigned declares that he/she is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation and that he/she is qualified to make such bid.
5. The undersigned further declares that he/she has carefully examined the specifications, form of contract, and has satisfied himself/herself as to all quantities and conditions, and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.
6. The undersigned bidder shall furnish to the "OWNER" the awarded herbicides as stipulated in Item No. 6 of the INSTRUCTIONS TO BIDDERS.

BID OF JB Pearl Sales & Service, Inc.
(Firm)

By:



(Signature)

Date: 02-07-12

General Manager
(Title)

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS
BID NO. 12-F-0001

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "HERBICIDES" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:30 p m, Monday, February 13, 2012.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within fifteen (15) calendar days after the bid opening.

10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.

12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

13. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and, to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

14. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price. Delivery date shall be considered as a cost factor in the determination of award.
15. DAMAGED AND/OR LATE SHIPMENTS: The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the Douglas County Department of Public Works of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
19. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
20. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

22. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
PICLORAM 22K

The following specifications shall apply to the purchase of 350 gallons of Picloram 22K by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Picloram 22K: 350 gal 4-amino-3,5,6-trichloropicolinic acid, potassium salt

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
2, 4-D Hardball

The following specifications shall apply to the purchase of 400 gallons of 2,4-D by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

(NO SUBSTITUTE)

SPECIFICATIONS:

2,4-D Hardball

400 gallons

Equivalent 19.6% 2,4-D acid or 1.74lb/gal.

ACTIVE INGREDIENT

24-Dichlorophenoxyacetic Acid 19.6%
Inert Ingredients 80.4%
Total 100%

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDE
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
GLYPHOSATE

The following specifications shall apply to the purchase of 600 gallons of Glyphosate by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Glyphosate: 600 gallons 4 lb. active ingredient

Phosphonmethy glycine isopropylamine

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 1/2 gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE, BINDWEED AND
JOHNSON GRASS.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
PASTUREGARD HL
(NO SUBSTITUTE)

The following specifications shall apply to the purchase of 400 gallons of PastureGard HL by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

PastureGard HL: 400 gallons

Triclopyr + Fluroxypyr

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

The following specifications shall apply to the purchase of 50 gallons of Milestone by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Milestone: 50 gallons

Active Ingredient: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 ½ gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

The following specifications shall apply to the purchase of 24 quarts of Milestone by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Milestone: 24 quarts

Active Ingredient: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 quart size packaged 12 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT

The following specifications shall apply to the purchase of 128 ounces of Escort by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Escort: 128 ounces (8 oz containers)

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 8 ounce sizes packaged 8 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR BLOOMING MUSK THISTLE, FIELD
BINDWEED AND SERICEA LESPEDEZA.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-00010

SCHEDULE OF PRICES
FOR
PICLORAM 22K

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS


PICLORAM 22K: Trade Name: Tordon 22K DOW

	Price Per Gallon	Total Price
350 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	\$ <u>44.10</u>	\$ <u>15,435.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service, Inc.
(Firm)

BY: 
(Signature)

General Manager
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
2,4-D HARDBALL

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

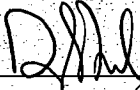
2,4-D HARDBALL: Trade Name 24D Hardball

	Price Per Gallon	Total Price
400 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	\$ <u>45.20</u>	\$ <u>18,080.00</u>

All herbicides are to be delivered to the Douglas County Department of Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service
(Firm)

BY: 
(Signature)

General Manager
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
GLYPHOSATE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS


GLYPHOSATE: Trade Name: Glystar

	Price Per Gallon	Total Price
600 gal. (furnished in 2 1/2 gal. containers packaged 2 containers per carton)	<u>\$8.70</u>	<u>\$ 5,220.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service, Inc.
(Firm)

BY: 
(Signature)

General Manager
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
PASTUREGARD HL

X

JB

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PASTUREGARD HL: Trade Name Pasturegard DOW _____

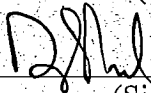
Price per Gallon Total Price

400 gallons \$ 88.70 \$ 35,480.00
(furnished in 1 gal. containers packaged 4 containers per box.)

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service, Inc.
(Firm)

BY: 
(Signature)

General Manager
(Title)



PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE



THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS



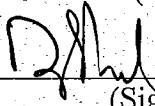
MILESTONE : Trade Name: Milestone DOW _____

	Price Per Gallon	Total Price
50 Gallons. (furnished in 2 1/2 gallon containers packaged 2 containers per carton)	\$ <u>263.76</u>	\$ <u>13,188.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service, Inc.
(Firm)

BY: 
(Signature)
General Manager
(Title)



PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

X

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.


BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

MILESTONE :	Trade Name: <u>Milestone</u>	DOW
	Price Per Quart	Total Price
24 quarts (furnished in quart containers packaged 12 containers per carton)	\$ <u>268.30</u>	\$ <u>6439.20</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service, Inc.
(Firm)

BY: 
(Signature)

General Manager
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT XP

X

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

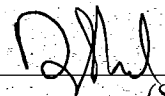
ESCORT XP:

	Price Per Ounce	Total Price
128 oz. (furnished in 8 oz. containers packaged 8 containers per carton)	\$ <u>11.76</u>	\$ <u>1505.28</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p.m., Monday, February 13, 2012.

BID OF: JB Pearl Sales & Service, Inc.
(Firm)

BY: 
(Signature)

General Manager
(Title)

Helena Chemical Co.

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HERBICIDES

BID NO. 12-F-0001

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HERBICIDES

BID NO. 12-F-0001

BY

THE DOUGLAS COUNTY COMMISSIONERS

Jim Flory
Member

Nancy Thellman
Member

Mike Gaughan
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons of Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort by the Douglas County Department of Public Works will be received in the office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:30 pm, Monday, February 13, 2012 then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or on the internet at www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "HERBICIDES", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Department of Public Works reserves the right to reject any or all bids, waive technicalities, and to purchase the herbicides which in our opinion are best suited for the use intended.

DATED: 01/25/2012

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works

Published: Monday, January 30, 2012
Sunday, February 5, 2012

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
County Shop
Purchasing Department
File

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
INSTRUCTIONS TO BIDDERS

1. It is the intent of the Douglas County Public Works Department to purchase 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort.
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 1242 Massachusetts Street, Lawrence, Kansas or by Demand Star at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall submit sample labels and material safety data sheets of all pesticides bids.
4. Bidders shall show net price per gallon on each container size, and formulations. The total price for the county shall be F.O.B. our warehouse, Lawrence, Kansas. The county is not subject to Federal, State or City taxes.
5. The herbicide specified must be approved by the Kansas State Board of Agriculture, for cost share, for the current year.
6. Bids shall be submitted as follows:
 - a. One or more deliveries of 350 gallons – Picloram 22 K - (1 gallon containers)
 - b. One or more deliveries of 400 gallons – 2, 4-D Hardball – (1 gallon containers)
 - c. One or more deliveries of 600 gallons – Glyphosate – (2 ½ gallon containers)
 - d. One or more deliveries of 400 gallons – PastureGard HL – (1 gallon containers)
 - e. One or more deliveries of 50 gallons – Milestone – (2 ½ gallon containers)
 - f. One or more deliveries of 24 quarts - Milestone – (quarts)
 - g. One or more deliveries of 128 ounces – Escort – (8 oz. containers)
7. Each herbicide shipment will be delivered no later than fourteen (14) working days after notification from the Public Works Department.
8. Prices for purchase of additional amounts of herbicides will be guaranteed for the remainder of calendar year 2012.
9. Bids shall be sealed and shall show on the outside name of bidder and clearly marked "HERBICIDES". Bids shall be delivered to the Office of the Douglas County Clerk before the time and date specified in the Notice to Bidders. Any bids received after the time specified will be returned unopened.
10. We reserve the right and to purchase the herbicides which in our opinion is best suited for use intended.
11. A sample of each lot and formulation may, at the discretion of the Director of Public Works, be checked by the Kansas Department of Agriculture, Control Division, before the herbicides are paid for.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

I hereby certify that the Helena Chemical Company located in
(Name of Firm)

Shawnee, Kansas, will supply the herbicides meeting the
minimum specifications as set forth in this contract.

Alton K. Sheehy
(Signed)

Sales Representative
(Title)

Helena Chemical Company
(Firm)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2012 by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Party of the First Part hereinafter referred to as the Owner and John Sheeche, Sales Representative of Helena Chemical Company, Shawnee, Kansas, Party of the Second Part and hereinafter referred to as the Dealer.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with the purchase of Picloram 22K, Hardball, Glyphosate, Pasture Guard HL, Milestone and Escort (350 gal. Picloram @ \$12.90/gal. - 400 gal. 2,4-D Hardball @ \$28.00/gal.) in accordance with the terms of this contract; and

WHEREAS, the Dealer, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvass has determined and declared the aforesaid Dealer to be the best bidder for the purchase and has duly awarded to the said Dealer a contract therefore, for the sum or sums named in the Dealers' proposal a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the Compensation to be paid to the Dealer and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Dealer for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Dealer by the Owner as set forth in the schedule of prices, the said Dealer shall furnish all herbicides as set forth in the specifications, ready for use, and in strict accordance with the contract specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the herbicides by the Dealer, the Owner shall pay the Dealer the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT (continued)

ARTICLE 3. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Dealer shall be deemed to refer to said Dealer whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Dealer.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Clauses and are hereby made a part of this agreement as fully as if set out at length herein.

OWNER, First Party

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purposes shall be CONSIDERED AS THE ORIGINAL.

Douglas County, Kansas

By: _____
Chairman
Douglas County Commission

DEALER, Second Party

By: Helena Chemical Company
John K. Sheek

ATTEST:

Sales Representative
(Position of Signer)

County Clerk

DOUGLAS COUNTY,
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
PROPOSAL

1. Proposal of Helena Chemical Company for the purchase of herbicides by Douglas County Public Works Department as shown by the Specifications and set forth in the dealer's proposal.

TO THE DOUGLAS COUNTY COMMISSIONERS:

2. The undersigned agrees to execute a contract for the proposed herbicides within five (5) days after notice of the award of the bid.
3. The following ties and riders shall be considered a part of the proposal of undersigned bidder.
None
4. In submitting this bid, the undersigned declares that he/she is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation and that he/she is qualified to make such bid.
5. The undersigned further declares that he/she has carefully examined the specifications, form of contract, and has satisfied himself/herself as to all quantities and conditions, and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.
6. The undersigned bidder shall furnish to the "OWNER" the awarded herbicides as stipulated in Item No. 6 of the INSTRUCTIONS TO BIDDERS.

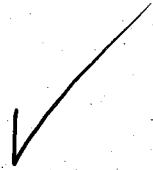
BID OF Helena Chemical Company
(Firm)

By: John K. Sheehy
(Signature)

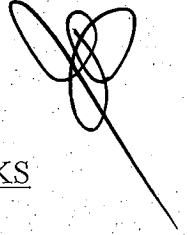
Date: February 13th, 2012

Sales Representative
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-00010



SCHEDULE OF PRICES
FOR
PICLORAM 22K



THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PICLORAM 22K: Trade Name: Tordon 22K

	Price Per Gallon	Total Price
350 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	\$ <u>42.90</u>	\$ <u>15,015.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

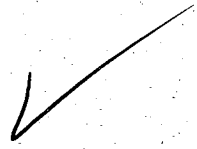


BID OF: Helena Chemical Company
(Firm)

BY: John K. Shobe
(Signature)

Sales Representative
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001



SCHEDULE OF PRICES
FOR
2,4-D HARDBALL



THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

2,4-D HARDBALL: Trade Name Hardball

	Price Per Gallon	Total Price
400 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	\$ <u>28.00</u>	\$ <u>11,200.00</u>

All herbicides are to be delivered to the Douglas County Department of Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.



BID OF: Helena Chemical Company
(Firm)

BY: John K. Shuck
(Signature)

Sales Representative
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
GLYPHOSATE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

GLYPHOSATE: Trade Name: Honcho Plus

	Price Per Gallon	Total Price
600 gal. (furnished in 2 1/2 gal. containers packaged 2 containers per carton)	<u>\$ 10.90</u>	<u>\$ 6,540.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Helena Chemical Company
(Firm)

BY: John K. Steels
(Signature)

Sales Representative
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
PASTUREGARD HL

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PASTUREGARD HL: Trade Name Pasturegard HL

	Price per Gallon	Total Price
400 gallons (furnished in 1 gal. containers packaged 4 containers per box.)	\$ <u>104.00</u>	\$ <u>41,600.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Helena Chemical Company
(Firm)

BY: John K. Sheehy
(Signature)

Sales Representative
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

MILESTONE : Trade Name: Milestone

	Price Per Gallon	Total Price
50 Gallons. (furnished in 2 ½ gallon containers packaged 2 containers per carton)	\$ <u>299.73</u>	\$ <u>14,986.50</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Helena Chemical Company
(Firm)

BY: John K. Sheehy
(Signature)

Sales Representative
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

MILESTONE : Trade Name: Milestone

	Price Per Quart	Total Price
24 quarts (furnished in quart containers packaged 12 containers per carton)	\$ <u>76.22</u>	\$ <u>1,829.28</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Helena Chemical Company
(Firm)

BY: John K. Sheehy
(Signature)

Sales Representative
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT XP.

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

ESCORT XP: Amtide MSM 60

	Price Per Ounce	Total Price
128 oz. (furnished in 8 oz. containers packaged 8 containers per carton)	<u>\$ 3.09</u>	<u>\$ 395.52</u>



All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p.m., Monday, February 13, 2012.

BID OF: Helena Chemical Company
(Firm)

BY: John K. Shoeb
(Signature)

Sales Representative
(Title)



Lone Pine Ag-Services, Inc.

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HERBICIDES

BID NO. 12-F-0001

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HERBICIDES

BID NO. 12-F-0001

BY

THE DOUGLAS COUNTY COMMISSIONERS

Jim Flory
Member

Nancy Thellman
Member

Mike Gaughan
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons of Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort by the Douglas County Department of Public Works will be received in the office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:30 pm, Monday, February 13, 2012 then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or on the internet at www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "HERBICIDES", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Department of Public Works reserves the right to reject any or all bids, waive technicalities, and to purchase the herbicides which in our opinion are best suited for the use intended.

DATED: 01/25/2012

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works

Published: Monday, January 30, 2012
Sunday, February 5, 2012

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
County Shop
Purchasing Department
File

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
INSTRUCTIONS TO BIDDERS

1. It is the intent of the Douglas County Public Works Department to purchase 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort.
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 1242 Massachusetts Street, Lawrence, Kansas or by Demand Star at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall submit sample labels and material safety data sheets of all pesticides bids.
4. Bidders shall show net price per gallon on each container size, and formulations. The total price for the county shall be F.O.B. our warehouse, Lawrence, Kansas. The county is not subject to Federal, State or City taxes.
5. The herbicide specified must be approved by the Kansas State Board of Agriculture, for cost share, for the current year.
6. Bids shall be submitted as follows:
 - a. One or more deliveries of 350 gallons – Picloram 22 K - (1 gallon containers)
 - b. One or more deliveries of 400 gallons – 2, 4-D Hardball – (1 gallon containers)
 - c. One or more deliveries of 600 gallons – Glyphosate – (2 ½ gallon containers)
 - d. One or more deliveries of 400 gallons – PastureGard HL – (1 gallon containers)
 - e. One or more deliveries of 50 gallons – Milestone – (2 ½ gallon containers)
 - f. One or more deliveries of 24 quarts - Milestone – (quarts)
 - g. One or more deliveries of 128 ounces – Escort – (8 oz. containers)
7. Each herbicide shipment will be delivered no later than fourteen (14) working days after notification from the Public Works Department.
8. Prices for purchase of additional amounts of herbicides will be guaranteed for the remainder of calendar year 2012.
9. Bids shall be sealed and shall show on the outside name of bidder and clearly marked "HERBICIDES". Bids shall be delivered to the Office of the Douglas County Clerk before the time and date specified in the Notice to Bidders. Any bids received after the time specified will be returned unopened.
10. We reserve the right and to purchase the herbicides which in our opinion is best suited for use intended.
11. A sample of each lot and formulation may, at the discretion of the Director of Public Works, be checked by the Kansas Department of Agriculture, Control Division, before the herbicides are paid for.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

I hereby certify that the Lone Pine Ag-Services, Inc located in
(Name of Firm)

Lecompton, Kansas 66050, will supply the herbicides meeting the
minimum specifications as set forth in this contract.

Steve Anderson
(Signed)

President
(Title)

Lone Pine Ag-Services, Inc
(Firm)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Party of the First Part hereinafter referred to as the Owner and Lane Pine Ag-Services of Leecompton, Kansas, Party of the Second Part and hereinafter referred to as the Dealer.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with the purchase of 600 gal. Glyphosate @ \$8.56/gal. -
400 gal. Pasture Guard Hk. @ \$83.81/gal. - 24 Quarts @ Milestone
@ \$71.38/gal. in accordance with the terms of this contract; and

WHEREAS, the Dealer, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvass has determined and declared the aforesaid Dealer to be the best bidder for the purchase and has duly awarded to the said Dealer a contract therefore, for the sum or sums named in the Dealers' proposal a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the Compensation to be paid to the Dealer and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Dealer for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Dealer by the Owner as set forth in the schedule of prices, the said Dealer shall furnish all herbicides as set forth in the specifications, ready for use, and in strict accordance with the contract specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the herbicides by the Dealer, the Owner shall pay the Dealer the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT (continued)

ARTICLE 3. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Dealer shall be deemed to refer to said Dealer whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Dealer.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Clauses and are hereby made a part of this agreement as fully as if set out at length herein.

OWNER, First Party

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purposes shall be CONSIDERED AS THE ORIGINAL.

Douglas County, Kansas

By: _____
Chairman
Douglas County Commission

DEALER, Second Party

Lone Pine Ag. Services, Inc

By: Lloyd R. Wulfschlae
Lloyd R. Wulfschlae

President
(Position of Signer)

ATTEST:

County Clerk

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
PROPOSAL

1. Proposal of Lone Pine Ag-Services, Inc for the purchase of herbicides by Douglas County Public Works Department as shown by the Specifications and set forth in the dealer's proposal.

TO THE DOUGLAS COUNTY COMMISSIONERS:

2. The undersigned agrees to execute a contract for the proposed herbicides within five (5) days after notice of the award of the bid.
3. The following ties and riders shall be considered a part of the proposal of undersigned bidder.
Disclaimer: Prices subject to change without notice.
Product shipments will be made based on product availability.
Our distributor or the manufactures can predict or guarantee market conditions or price fluctuations.
4. In submitting this bid, the undersigned declares that he/she is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation and that he/she is qualified to make such bid.
5. The undersigned further declares that he/she has carefully examined the specifications, form of contract, and has satisfied himself/herself as to all quantities and conditions, and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.
6. The undersigned bidder shall furnish to the "OWNER" the awarded herbicides as stipulated in Item No. 6 of the INSTRUCTIONS TO BIDDERS.

BID OF Lone Pine Ag-Services, Inc
(Firm)

By: Alego A. Mulholland
(Signature)

Date: 2/13/12

President
(Title)

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS
BID NO. 12-F-0001

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "HERBICIDES" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:30 p m, Monday, February 13, 2012.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within fifteen (15) calendar days after the bid opening.

10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.

12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

13. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and, to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

14. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price. Delivery date shall be considered as a cost factor in the determination of award.
15. DAMAGED AND/OR LATE SHIPMENTS: The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the Douglas County Department of Public Works of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
19. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
20. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

22. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
PICLORAM 22K

The following specifications shall apply to the purchase of 350 gallons of Picloram 22K by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Picloram 22K: 350 gal 4-amino-3,5,6-trichloropicolinic acid, potassium salt

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
2, 4-D Hardball

The following specifications shall apply to the purchase of 400 gallons of 2,4-D by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

(NO SUBSTITUTE)

SPECIFICATIONS:

2,4-D Hardball

400 gallons

Equivalent 19.6% 2,4-D acid or 1.74lb/gal.

ACTIVE INGREDIENT

24-Dichlorophenoxyacetic Acid 19.6%
Inert Ingredients 80.4%
Total 100%

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDE
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
GLYPHOSATE

The following specifications shall apply to the purchase of 600 gallons of Glyphosate by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Glyphosate: 600 gallons 4 lb. active ingredient

Phosphonmethy glycine isopropylamine

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 1/2 gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE, BINDWEED AND JOHNSON GRASS.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
PASTUREGARD HL
(NO SUBSTITUTE)

The following specifications shall apply to the purchase of 400 gallons of PastureGard HL by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

PastureGard HL: 400 gallons

Triclopyr + Fluroxypyr

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

The following specifications shall apply to the purchase of 50 gallons of Milestone by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Milestone: 50 gallons

Active Ingredient: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 ½ gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

The following specifications shall apply to the purchase of 24 quarts of Milestone by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Milestone: 24 quarts

Active Ingredient: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 quart size packaged 12 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT

The following specifications shall apply to the purchase of 128 ounces of Escort by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Escort: 128 ounces (8 oz containers)

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 8 ounce sizes packaged 8 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR BLOOMING MUSK THISTLE, FIELD BINDWEED AND SERICEA LESPEDEZA.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-00010

SCHEDULE OF PRICES
FOR
PICLORAM 22K

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PICLORAM 22K: Trade Name: Tordon 22K

	Price Per Gallon	Total Price
350 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	<u>\$43.27</u>	<u>\$15144.50</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Lone Pine Ag- Services, Inc
(Firm)

BY: [Signature]
(Signature)

President
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
2,4-D HARDBALL

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

2,4-D HARDBALL: Trade Name Hardball

	Price Per Gallon:	Total Price
400 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	\$ <u>43.34</u>	\$ <u>17336.00</u>

All herbicides are to be delivered to the Douglas County Department of Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Lone Pine Ag-Services, Inc
(Firm)

BY: [Signature]
(Signature)

President
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
GLYPHOSATE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

GLYPHOSATE: Trade Name: Glystar Original

	Price Per Gallon	Total Price
600 gal. (furnished in 2 1/2 gal. containers packaged 2 containers per carton)	<u>\$ 8.56</u>	<u>\$ 5136.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Lone Pine Ag- Services, Inc
(Firm)

BY: Lloyd A. M. [Signature]
(Signature)

President
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SCHEDULE OF PRICES
FOR
PASTUREGARD HL

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PASTUREGARD HL: Trade Name Pasturegard HL

	Price per Gallon	Total Price
400 gallons (furnished in 1 gal. containers packaged 4 containers per box.)	\$ <u>83.81</u>	\$ <u>33524.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: Lone Pine Ag-Services, Inc
(Firm)

BY: Lloyd A. W. G. Kuhn
(Signature)

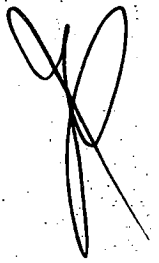
President
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS



MILESTONE : Trade Name: milestone

	Price Per Gallon	Total Price
50 Gallons. (furnished in 2 ½ gallon containers packaged 2 containers per carton)	\$ <u>279.25</u>	\$ <u>13962.50</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

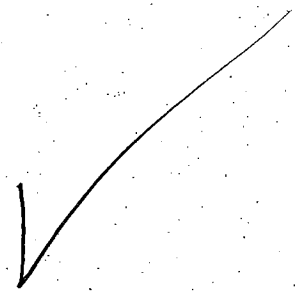
BID OF: Lone Pine Ag-Services, Inc
(Firm)

BY: [Signature]
(Signature)
President
(Title)



PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE



THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS



MILESTONE : Trade Name: milestone

	Price Per Quart	Total Price
24 quarts (furnished in quart containers packaged 12 containers per carton)	\$ <u>71.38</u>	\$ <u>1713.12</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p m, Monday, February 13, 2012.

BID OF: Lone Pine Ag-Services, Inc
(Firm)

BY: Lloyd Allspack
(Signature)

President
(Title)



PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT XP.

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

EXCORT XP:

	Price Per Ounce	Total Price
metsulf from 60EG	3.30	\$422.40 - Generic
128 oz. Escort XP (furnished in 8 oz. containers packaged 8 containers per carton)	\$11.09	\$1419.52 - DuPont

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p.m., Monday, February 13, 2012.

BID OF: Lone Pine Ag-Services, Inc
(Firm)

BY: Lloyd A. Mullhale
(Signature)

President
(Title)

Van Diest Supply

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HERBICIDES

BID NO. 12-F-0001

DOUGLAS COUNTY, KANSAS

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PUBLIC WORKS DEPARTMENT HERBICIDES

BID NO. 12-F-0001

BY

THE DOUGLAS COUNTY COMMISSIONERS

Jim Flory
Member

Nancy Thellman
Member

Mike Gaughan
Chairman

Jamie Shew
County Clerk

Keith A. Browning, P.E.
Director of Public Works

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons of Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort by the Douglas County Department of Public Works will be received in the office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:30 pm, Monday, February 13, 2012 then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or on the internet at www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "HERBICIDES", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

The Douglas County Department of Public Works reserves the right to reject any or all bids, waive technicalities, and to purchase the herbicides which in our opinion are best suited for the use intended.

DATED: 01/25/2012

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works

Published: Monday, January 30, 2012
Sunday, February 5, 2012

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
County Shop
Purchasing Department
File

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
INSTRUCTIONS TO BIDDERS

1. It is the intent of the Douglas County Public Works Department to purchase 350 gallons of Picloram 22K, 400 gallons of 2,4D Hardball, 600 gallons Glyphosate, 400 gallons of PastureGard HL, 50 gallons of Milestone, 24 quarts of Milestone, and 128 ounces of Escort.
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 1242 Massachusetts Street, Lawrence, Kansas or by Demand Star at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall submit sample labels and material safety data sheets of all pesticides bids.
4. Bidders shall show net price per gallon on each container size, and formulations. The total price for the county shall be F.O.B. our warehouse, Lawrence, Kansas. The county is not subject to Federal, State or City taxes.
5. The herbicide specified must be approved by the Kansas State Board of Agriculture, for cost share, for the current year.
6. Bids shall be submitted as follows:
 - a. One or more deliveries of 350 gallons – Picloram 22 K - (1 gallon containers)
 - b. One or more deliveries of 400 gallons – 2, 4-D Hardball – (1 gallon containers)
 - c. One or more deliveries of 600 gallons – Glyphosate – (2 ½ gallon containers)
 - d. One or more deliveries of 400 gallons – PastureGard HL – (1 gallon containers)
 - e. One or more deliveries of 50 gallons – Milestone – (2 ½ gallon containers)
 - f. One or more deliveries of 24 quarts - Milestone – (quarts)
 - g. One or more deliveries of 128 ounces – Escort – (8 oz. containers)
7. Each herbicide shipment will be delivered no later than fourteen (14) working days after notification from the Public Works Department.
8. Prices for purchase of additional amounts of herbicides will be guaranteed for the remainder of calendar year 2012.
9. Bids shall be sealed and shall show on the outside name of bidder and clearly marked "HERBICIDES". Bids shall be delivered to the Office of the Douglas County Clerk before the time and date specified in the Notice to Bidders. Any bids received after the time specified will be returned unopened.
10. We reserve the right and to purchase the herbicides which in our opinion is best suited for use intended.
11. A sample of each lot and formulation may, at the discretion of the Director of Public Works, be checked by the Kansas Department of Agriculture, Control Division, before the herbicides are paid for.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

I hereby certify that the Van Diest Supply Co. located in
(Name of Firm)

Abilene, KS, will supply the herbicides meeting the
minimum specifications as set forth in this contract.

Bill Bean
(Signed)

area manager
(Title)

Van Diest Supply Co.
(Firm)

complete labels on CD included

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this February day of February, 2012 by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, Party of the First Part hereinafter referred to as the Owner and Van Diest Supply of Abilene, KS, Party of the Second Part and hereinafter referred to as the Dealer.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with the purchase of herbicides (128oz. ESCORT
@ \$3.89/oz. in accordance with the terms of this contract; and

WHEREAS, the Dealer, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvass has determined and declared the aforesaid Dealer to be the best bidder for the purchase and has duly awarded to the said Dealer a contract therefore, for the sum or sums named in the Dealers' proposal a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the Compensation to be paid to the Dealer and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Dealer for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Dealer by the Owner as set forth in the schedule of prices, the said Dealer shall furnish all herbicides as set forth in the specifications, ready for use, and in strict accordance with the contract specifications as approved and filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the herbicides by the Dealer, the Owner shall pay the Dealer the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
CONTRACT AGREEMENT (continued)

ARTICLE 3. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Dealer shall be deemed to refer to said Dealer whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Dealer.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Clauses and are hereby made a part of this agreement as fully as if set out at length herein.

OWNER, First Party

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purposes shall be CONSIDERED AS THE ORIGINAL.

Douglas County, Kansas

By: _____
Chairman
Douglas County Commission

DEALER, Second Party

Van Diest Supply
By: Bill Bean
area manager

ATTEST:

Sitting ☺
(Position of Signer)

County Clerk

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001
PROPOSAL

1. Proposal of Van Diest Supply Co. for the purchase of herbicides by Douglas County Public Works Department as shown by the Specifications and set forth in the dealer's proposal.

TO THE DOUGLAS COUNTY COMMISSIONERS:

2. The undersigned agrees to execute a contract for the proposed herbicides within five (5) days after notice of the award of the bid.
3. The following ties and riders shall be considered a part of the proposal of undersigned bidder.
~~Real 214-D is subject to availability.~~
After 60 days if our costs increase we must increase our bid that amount - or re-bid.
4. In submitting this bid, the undersigned declares that he/she is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation and that he/she is qualified to make such bid.
5. The undersigned further declares that he/she has carefully examined the specifications, form of contract, and has satisfied himself/herself as to all quantities and conditions, and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.
6. The undersigned bidder shall furnish to the "OWNER" the awarded herbicides as stipulated in Item No. 6 of the INSTRUCTIONS TO BIDDERS.

BID OF Van Diest Supply Co.
(Firm)

By: Bill Bean
(Signature)

Date: 2-13-12

area manager
(Title)

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS
BID NO. 12-F-0001

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BOCC" means the governing body of Douglas County, Kansas.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "HERBICIDES" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:30 p m, Monday, February 13, 2012.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within fifteen (15) calendar days after the bid opening.

10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.

12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

13. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and, to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

14. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price. Delivery date shall be considered as a cost factor in the determination of award.
15. DAMAGED AND/OR LATE SHIPMENTS: The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the Douglas County Department of Public Works of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. SELLERS INVOICE: Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
19. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
20. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD TERMS AND CONDITIONS (continued)

22. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
PICLORAM 22K

The following specifications shall apply to the purchase of 350 gallons of Picloram 22K by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Picloram 22K: 350 gal 4-amino-3,5,6-trichloropicolinic acid, potassium salt

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
2, 4-D Hardball

The following specifications shall apply to the purchase of 400 gallons of 2,4-D by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

(NO SUBSTITUTE)

SPECIFICATIONS:

2,4-D Hardball

400 gallons

Equivalent 19.6% 2,4-D acid or 1.74lb/gal.

ACTIVE INGREDIENT

24-Dichlorophenoxyacetic Acid 19.6%
Inert Ingredients 80.4%
Total 100%

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDE INFORMATION BOOKLET ON CONTAINER.

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE AND BINDWEED

*Our corn belt
2,4-D Amine
is
identical
but
38%
not
19.6?*

*use 10oz of
CB Amine
instead of 1 qt.*

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
GLYPHOSATE

The following specifications shall apply to the purchase of 600 gallons of Glyphosate by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Glyphosate: 600 gallons 4 lb. active ingredient

Phosphonmethy glycine isopropylamine

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 1/2 gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR MUSK THISTLE, BINDWEED AND
JOHNSON GRASS.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
PASTUREGARD HL
(NO SUBSTITUTE)

The following specifications shall apply to the purchase of 400 gallons of PastureGard HL by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

PastureGard HL: 400 gallons

Triclopyr + Fluroxypyr

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 gallon sizes packaged 4 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

The following specifications shall apply to the purchase of 50 gallons of Milestone by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Milestone: 50 gallons

Active Ingredient: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 2 ½ gallon sizes packaged 2 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES
INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE,
OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
MILESTONE

The following specifications shall apply to the purchase of 24 quarts of Milestone by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Milestone: 24 quarts

Active Ingredient: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro-

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 1 quart size packaged 12 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR SERICEA LESPEDEZA

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT

The following specifications shall apply to the purchase of 128 ounces of Escort by the Douglas County Public Works Department. The County reserves the right to waive minor technicalities under these specifications.

SPECIFICATIONS:

Escort: 128 ounces (8 oz containers)

COMPATIBILITY:

Compatible with all agricultural and City of Lawrence water.

CONTAINER:

Durable plastic containers in 8 ounce sizes packaged 8 containers per box.

ALL CONTAINERS MUST HAVE APPROPRIATE LABELING AND/OR PESTICIDES INFORMATION BOOKLET ON CONTAINER

RATE:

LABEL APPLICATION RATE MUST MEET THE STATE DEPARTMENT OF AGRICULTURE, OFFICIAL METHODS AND REGULATIONS FOR BLOOMING MUSK THISTLE, FIELD BINDWEED AND SERICEA LESPEDEZA.

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-00010

X

SCHEDULE OF PRICES
FOR
PICLORAM 22K

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PICLORAM 22K: Trade Name: Dow Agrosience Tordon 22K

	Price Per <u>Gallon</u>	Total Price
350 gal. (furnished in 1 gal. containers packaged 4 containers per carton)	\$ <u>43.07</u>	\$ <u>15,074.50</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: Van Diest Supply Co.
(Firm)

BY: B W Bean
(Signature)

Area Manager
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

X
[Handwritten marks]

SCHEDULE OF PRICES
FOR
2,4-D HARDBALL

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

2,4-D HARDBALL: Trade Name NO Bid our 2,4-D Amine
is identical but
CB 2,4-D Amine Price Per Gallon Total Price 3X stronger
3870? \$ NO Bid \$ 3870
400 gal. (furnished in 1 gal. containers packaged 4 containers per carton)

mix ours at $\frac{1}{3}$ rate & it is low order too. Harball is 1870
All herbicides are to be delivered to the Douglas County Department of Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries. (see labels)! thing?

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY
3:30 p.m., Monday, February 13, 2012.

BID OF: Van Brest Supply Co.
(Firm)
BY: [Signature]
(Signature)
[Signature]
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

X

SCHEDULE OF PRICES
FOR
GLYPHOSATE

Handwritten mark resembling a stylized 'S' or 'G'.

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR GALLONS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

GLYPHOSATE: Trade Name: Buccaneer Plus

Handwritten mark resembling a stylized 'S' or 'G'.

	Price Per Gallon	Total Price
600 gal. (furnished in 2 1/2 gal. containers packaged 2 containers per carton)	\$ <u>10.03</u>	\$ <u>6,018.00</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: van Drest Supply Co.
(Firm)

BY: Bill Dean
(Signature)

area manager
(Title)

DOUGLAS COUNTY
PUBLIC WORKS DEPARTMENT
BID #12-F-0001

X

SCHEDULE OF PRICES
FOR
PASTUREGARD HL

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

PASTUREGARD HL: Trade Name Dow Agroscience - Pasturegard HL
Price per Gallon Total Price
400 gallons \$ 98.39 \$ 39,356.00
(furnished in 1 gal. containers packaged 4 containers per box.)
High Load

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: Van Orest Supply Co.
(Firm)
BY: Bill Beun
(Signature)
area manager
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

X

SPECIFICATIONS
FOR
MILESTONE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

MILESTONE : Trade Name: Dow Agroscience - Milestone

	Price Per Gallon	Total Price
50 Gallons. (furnished in 2 1/2 gallon containers packaged 2 containers per carton)	\$ <u>299.73</u>	\$ 14,986.50 <u>14,986.50</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

BID OF: Van Priest Supply Co.
(Firm)

BY: Bill Bean
(Signature)

Area Manager
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

X

SPECIFICATIONS
FOR
MILESTONE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR QUARTS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

MILESTONE : Trade Name: Dow Agroscience - Milestone

	Price Per Quart	Total Price
24 quarts (furnished in quart containers packaged 12 containers per carton)	\$ <u>76.22</u>	\$ <u>1,829.28</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.

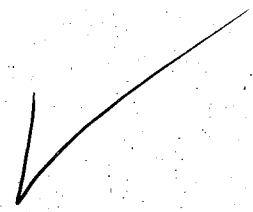
BID OF: Van Driest Supply
(Firm)

BY: Bill Bear
(Signature)

Area Manager
(Title)

PUBLIC WORKS DEPARTMENT
BID #12-F-0001

SPECIFICATIONS
FOR
ESCORT XP.



THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL BID.

BREAKDOWN FOR OUNCES REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS



ESCORT XP:

	Price Per Ounce	Total Price
128 oz. (furnished in 8 oz. containers packaged 8 containers per carton)	\$ <u>3.89</u>	\$ <u>497.92</u>

All herbicides are to be delivered to the Douglas County Public Works Shop, 711 E. 23rd Street, Lawrence, Kansas in one or more deliveries.

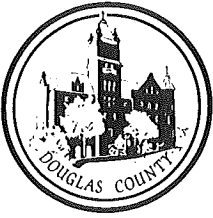
BIDS MUST BE SUBMITTED TO THE OFFICE OF THE DOUGLAS COUNTY CLERK BY 3:30 p m, Monday, February 13, 2012.



BID OF: Van Diest supply
(Firm)

BY: Bill Bean
(Signature)

area manager
(Title)



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

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

MEMORANDUM

TO : Douglas County Commission

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

DATE : February 20, 2012

RE : Project No. 23C-0059-01; County Route 6 curve improvement
Acquisition of Construction Easement

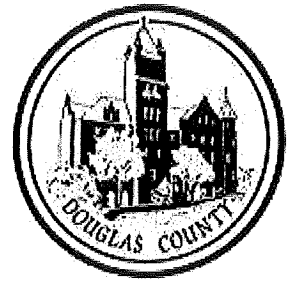
As you are aware a curve improvement has been designed for County Route 6, located approximately one-half mile southwest of the townsite of Clinton. You will recall approving road easement contracts for three (3) tracts at the February 1st commission meeting. The final tract involved an out of state owner and negotiation of the contract has been completed.

The project will utilize federal funding and, as such, an independent appraiser was hired to ascertain an appropriate offer for the required easement. In addition a review appraisal was performed by county appraisal staff.

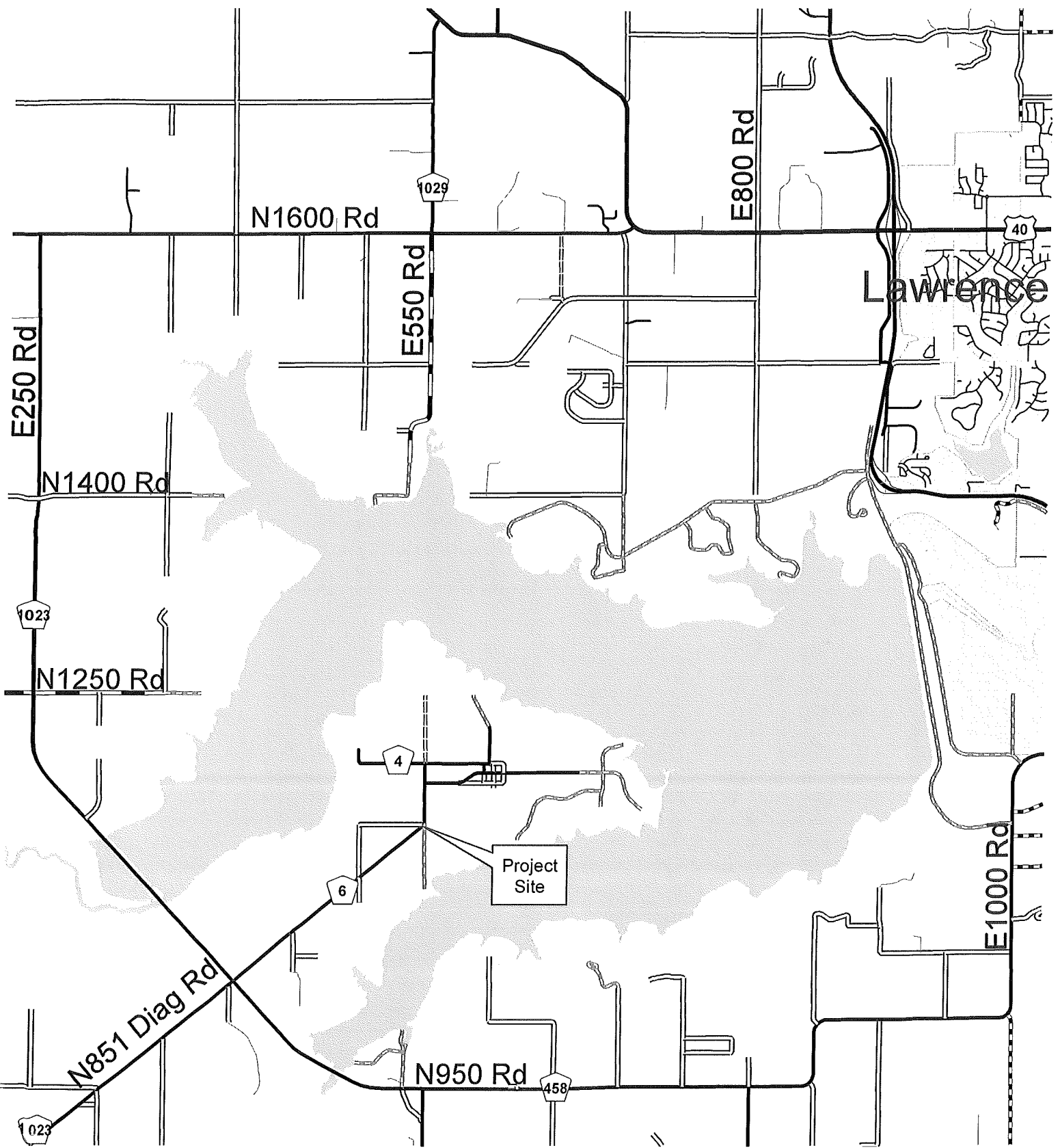
Attached is the final contract requiring approval in the amount of \$1,400.00.

ACTION REQUIRED: Approval is required to execute the attached CONTRACT FOR HIGHWAY PURPOSES.

County Route 6 Project Site



1 inch = 1 miles





Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Barbara W. Rankin, Acting Secretary
Jerome T. Younger, P.E.,
Deputy Secretary and
State Transportation Engineer

Phone: 785-296-3285
Fax: 785-296-1095
Hearing Impaired - 711
publicinfo@ksdot.org
<http://www.ksdot.org>

Sam Brownback, Governor

December 29, 2011

Dr. Denis Yoder
Superintendent of Schools
Perry Lecompton USD 343
P. O. Box 729
Perry, Kansas 66073-0729

Dear Dr. Yoder:

Thank you for your letter to Secretary Deb Miller received on November 23, 2011, concerning the installation of flashing lights and gates at the BNSF Railway Company crossing of East 950 Road in Douglas County. I apologize for the delay in our response. We appreciate your concern for safety at this at-grade railroad crossing.

The options that are available to the Kansas Department of Transportation (KDOT) to help address the safety concerns of this crossing are as follows:

Option #1: Signalize crossing using Federal Section 130 funds

KDOT administers federal funds under the United States Code of Federal Regulations (23CFR130) for the elimination of hazards at railway-highway crossings. This program requires that we maintain a database of public at-grade crossings and prioritize crossings for scheduling projects based on both train and vehicular traffic at the crossing. This ensures that we address the highest prioritized crossings first. Our database shows the Average Annual Daily Traffic (AADT) for East 950 Road to be 39, and the trains-per-day on this track to be five. The resulting priority for this crossing is not high enough for signalization using Section 130 funds in the near future.

Option # 2: Use a corridor approach to improve safety in a localized area

Corridor projects involve using federal funds to signalize a crossing in the same general area of a crossing that is eliminated by the local government closing or rerouting a roadway. Along with the benefit of getting a signalized crossing, the operating railroad may also offer an incentive for crossing closure or consolidation.

Dr. Denis Yoder
Page 2
December 29, 2011

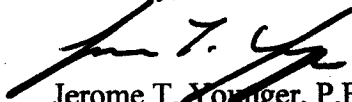
Option # 3: Use state funds to signalize a crossing

There is a small set-aside of state funds available for addressing safety concerns on crossings not eligible for federal funds. The scope of most such projects is the installation of flashing light warning systems with gates, but these funds may also be used to consolidate crossings or to incentivize closure of crossings. These projects require a 20 percent participation by the operating railroad. To initiate a state-funded project, the Douglas County Commission would need to submit a resolution to KDOT requesting that the crossing be looked at for safety improvements. An example resolution is enclosed for your information.

It appears Options 2 & 3 could provide a mechanism to address your concern. Either option would require action/participation by Douglas County. KDOT is certainly willing to participate in and/or provide any additional information for a further discussion between USD 343 and Douglas County.

Please feel free to contact our Coordinating Engineer, Mitch Sothers at 785-296-3529 or via e-mail at mitchs@ksdot.org.

Sincerely,



Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

Enclosure

c: Governor Sam Brownback
Kamalah Minor, Manager Public Services, BNSF Railway Company
Keith Browning, Douglas County Public Works

bc: Secretary's Office Tracking #9631
Jerry Younger, Deputy Secretary and State Transportation Engineer
Dan Scherschligt, Director, Engineering and Design
Jim Kowach, Chief, Bureau of Design
Patrick Quinn, Social Media Manager, Division of Public Affairs

RESOLUTION NO. _____

**A RESOLUTION REQUESTING THE KANSAS DEPARTMENT
OF TRANSPORTATION TO INVESTIGATE RAILROAD
CROSSING ON E 950 ROAD**

BE IT RESOLVED, that the Board of County Commissioners of the County of Douglas, Kansas, hereby requests the Kansas Department of Transportation to investigate the BNSF Railway Company's crossing (DOT # 005878X) on E 950 Road, located approximately 1200 feet south and 725 feet east of the northwest corner of the northeast quarter of Section 8, Township 12S, Range 19E for necessary warning devices.

BE IT RESOLVED, on this 22nd day of February, 2012.

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

Mike Gaughan, Chair

Jim Flory, Member

Nancy Thellman, Member

ATTEST:

Jamie Shew, County Clerk

MEMO

TO: Board of County Commissioners

FROM: Jeannette Blackmar, on behalf of the Heritage Conservation Council

DATE: February 8, 2012

RE: **Review of 2012 Heritage Grant Documents**

The Heritage Conservation Council (HCC) is proposing that the 2012 Heritage Grant Program be structured as it was in 2011. The grant application questions remain unchanged from the 2011 grant cycle. There are also no changes to the grant project agreement, the interim report, and the final report for the 2012 heritage grant cycle.

The HCC requests the Board of County Commissioners to review the following documents related to the 2012 Heritage Grant Program. They include:

- 2012 Heritage Grant Timetable
- 2012 Heritage Grant Guideline
- 2012 Heritage Grant Application
- 2012 Heritage Grant Project Agreement
- 2012 Heritage Grant Interim Project Report
- 2012 Heritage Grant Final Project Report

Funding Allocation

The Douglas County Commission allocated \$350,000 in the 2012 County budget to assist with the development and creation of natural and cultural heritage conservation projects. As recommended in the Heritage Conservation Task Force Final Report (2010), the 2012 Heritage Grant Program once again is structured to consist of Major grants (55% of funding allocation; \$192,500) and Target grants (30% of funding allocation; \$105,000). A Major grant proposal is defined as a proposal requesting at least \$105,000. Target grant proposals may request at most \$104,999.

Grant Timetable

The 2012 Heritage Grant Program application period is planned to extend from February 20, 2012 to April 20, 2012. A Heritage Grant Workshop hosted by the HCC is slated for March 13, 2012. Review of applications by the HCC begins in late April¹ and concludes on May 24, 2012. The Council's recommendation will be forwarded to the Board of County Commissioners on May 30, 2012.

Changes to the 2012 Heritage Grant Program include:

1. Creation of the 2012 Heritage Grant Guideline to assist grant applicants in submitting a grant application.
2. **All** applicants—those submitting either a target grant application or a major grant application—will be asked to make a presentation to the HCC as part of the evaluation process.
3. The 2011 grant program consisted of two applications—one for the major grant projects and one for target grant projects. To streamline the application procedure, one grant application has

¹ Each HCC member receives copies of submitted applications in late April for individual review. The HCC meets on May 17 and May 24 to collectively evaluate the applications.

been created. Within the grant application, the applicant is able to select whether the application is a Major grant project or a Target grant project.

4. A hard copy submission will be required from all 2012 grant applicants. The application will be available in PDF and Word formats. The 2011 grant cycle enabled both hard copy and electronic copy submission.

TO: Heritage Council Members
FROM: Jeannette Blackmar
DATE: February 3, 2012
RE: **UPDATED 2012 Heritage Grant Cycle Dates**

At the January 5, 2012 HCC meeting, the following 2012 heritage grant timetable was approved by consensus understanding that some flexibility with the dates listed may be required.

DATE	EVENT
Feb 10	Grant documents to Craig Weinaug and Board of Commissioners for review
Feb 15	Approval of grant documents on Board of Commissioner's agenda (if needed)
Feb 20	Grant application period begins (all grant documents available to the public)
March 13	Grant workshop
April 20	Grant application deadline
April 23	Submitted grant applications available for Council review
Week of April 30	Applicant Presentations
Week of May 7	Applicant Presentations
May 17	Council Evaluation of grant applications
May 24	Council Evaluation and Recommendation for grant awards finalized
May 30	Council recommendation for grant awards on Board of Commissioner's agenda
June 5	Letters to all grant applicants mailed; awardees receive project agreement



Heritage Conservation Council

FY 2012 Douglas County Natural & Cultural Heritage Grant Program Guidelines

I. OVERVIEW

Purpose

The Douglas County Commission authorized \$350,000 in the 2012 County budget to assist with the development and creation of natural and cultural heritage conservation projects. Following the recommendations outlined in *The Natural & Cultural Heritage Task Force Final Report*¹, the Heritage Conservation Council (HCC) allocated funding for 2012 heritage priorities as follows:

Funding Priorities	Allocation Percentage
Major Grant Project(s)	55%
Target Grant Projects	30%
Douglas County Inventory of Natural & Cultural Resources	10%
Administration	5%
Total	100%

Major Grants

One or two major grant projects can receive up to 55% of the total allocated funds. A major grant proposal is defined as a proposal requesting at least \$105,000. Grant projects falling in this category should be large enough to have a major impact on the conservation of our natural and cultural resources. These grants are competitive and not every proposal will be funded.

Target Grants

A series of target grant projects can receive up to 30% of allocated funds. Target grant proposals are equally important for conserving Douglas County natural and cultural heritage and may request at most \$104,999. These grants are competitive and not every proposal will be funded.

Grant Period

FY2012 grants should be completed within a 24 month period from the project start date.

Grant Timeframe

Application Deadline	April 20, 2012
Applicant Presentations	Week of April 30 & May 7, 2012
HCC Evaluation	May 17 & May 24, 2012
HCC Recommendation on Board of County Commissioners' Agenda	May 30, 2012

Contact

For questions about the natural & heritage grant program, contact Jeannette Blackmar, HCC Coordinator, at jblackmar@douglas-county.com or 785.330.2878.

¹ The Taskforce Report provides a detailed framework to conserve Douglas County's natural and cultural heritage. http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx.

II. ELIGIBILITY

Who Can Apply

Individuals, nonprofit organizations, universities, K-12 schools, businesses and any unit of local government.

Individuals or organizations with an open or completed 2011 Douglas County natural and cultural heritage grant may apply for 2012 grant funds.

Individuals or organizations may apply for multiple grants to support separate projects.

Project Geographic Location

Grant projects must occur in Douglas County, Kansas.

Project Categories

To be eligible for funding, projects must fall into at least one of the following categories:

1. Historic Structures
2. Prairie; woodlands, waterways; habitat restoration/preservation
3. Agriculture (working farms, heritage farms; high quality agricultural soils)
4. Freedom's Frontier themes (Civil War & pre-Civil War heritage; Settlement stories; Enduring struggle for freedom)
5. Pre-settlement history

III. APPLICATION PROCEDURE

Grant application forms are available at http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx or may be obtained by contacting the HCC Coordinator.

Complete all questions contained in the grant application and submit **one original signed application, one set of original support materials (if applicable), and seven additional copies of all materials** to the Douglas County Heritage Conservation Council, Douglas County Courthouse, 1100 Massachusetts Street, Lawrence, KS 66046. The Courthouse is open Monday-Friday 8:00 a.m. until 5:00 p.m. Applications which are mailed to the above address must be postmarked by **April 20, 2012**. Hand delivered applications must be received by 5:00 p.m., **April 20, 2012**.

Late applications will not be accepted.

We encourage applicants to submit thorough and concise grant applications.

All grant applications are subject to the Kansas Open Records Act.

IV. APPLICATION EVALUATION & SELECTION

Evaluation Process

Applications will be reviewed for completeness by the Heritage Council Coordinator. After the application deadline closes, the Coordinator will forward complete applications to each member of the HCC for evaluation using the grant evaluation criteria (see below).

Grant applicants submitting a Major grant application and/or Target grant application will be given the opportunity to make a presentation about their proposal to the HCC.

The HCC will meet after the applicant presentations to discuss and recommend grant applications for funding. In the event that the HCC thinks that a change in direction or focus of an application would be beneficial, the Council will discuss and negotiate with the applicant on such a change before making its final grant recommendations.

The HCC will forward its grant award recommendations to the Board of County Commissioners. The Board of County Commissioners will make all final funding decisions.

Competitive Evaluation Criteria

The Natural & Cultural Heritage Task Force Final Report concluded that grant applications should be evaluated according to the impact the proposed project would have on conserving our county's heritage. Therefore, as outlined in the *Task Force Final Report*, grants are evaluated by the Heritage Conservation Council based on the following criteria:

i) Highest Criteria

The project provides substantial benefit to the conservation of natural and cultural resources.

ii) Remaining Criteria (all of equal importance)

- 1. Overall Quality of Application:** Takes into consideration the grant application's completeness, clarity, thoroughness as well as the overall thoughtfulness of the grant project (i.e. is the budget thorough and reflective of the project activities? Did the applicant fully answer each application question?)
- 2. Urgency:** Refers to both the nature and extent of preservation threat.
- 3. Connectivity:** Refers to how strongly the project connects to both physical sites and interpretive stories.
- 4. Community Impact:** Refers to how the project contributes to maintaining or enhancing Douglas County's heritage for public benefit. This may include public educational benefit and/or economic impact.
- 5. Sustainability:** Refers to the long-term maintenance of a project. (i.e. What steps will be taken in the future to ensure the preservation of the project?) This criterion also refers to the environmental, economic and social dimensions of sustainability.
- 6. Educational/Interpretative Value:** Refers to opportunities for the public to acquire educational benefit (i.e. Is there evidence of educational programs, exhibits and/or publications?).
- 7. Matching Resources:** Refers to the presence and extent of additional resources dedicated to the project activities (i.e. in-kind contributions, additional grant funding, volunteer labor).
- 8. Feasibility:** Refers to how realistic the proposed project is. Considerations include the project description, timeframe, and projected costs. (i.e. Is there evidence that the individual or organization has the capacity to accomplish the project?)
- 9. Affordability:** Refers directly to how reasonable the costs associated with grant project activities outlined in the budget appear. (i.e. Do the cost estimates appear valid based on known costs??)
- 10. Public Access:** Does the project include opportunity for the public to experience or have contact with the project? If not, is justification provided for not allowing public access?

V. TERMS & CONDITIONS

Awarded grant applicants must sign a project agreement with Douglas County. It is recommended that all potential grant applicants read the project agreement prior to submitting a grant application available at http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx . In some instances, conditions specific to the awarding of particular grant may be added to the project agreement. Grants may be partially funded.

All awarded grant applicants shall submit a final report as outlined in the project agreement. Awarded grants in the amount of \$5,000 or more will also submit an interim grant report. These document requirements are available at http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx .

An awarded target grant project less than or equal to \$5,000 will receive a check from Douglas County for the entire award amount upon full execution of the project agreement. Target grant projects greater than \$5,000 and Major grant projects will receive initial payment for 30% of the project work upon full execution of the performance agreement. Remaining grant funds will be distributed based upon receipt and approval by the HCC of the interim and final reports (see project agreement for details).

VI. PROFESSIONAL STANDARDS GUIDELINES FOR APPLICANTS

If the core of the grant project is historic preservation, the project should be carried out in compliance with the U.S. Secretary of the Interior Standards for such projects and other applicable codes and regulations at the federal, state and local levels. Please see link below.

Secretary of the Interior Standards for Rehabilitating, Restoring, and Reconstructing Historic Buildings:
<http://www.nps.gov/hps/tps/standguide/>

Grant projects not focused on historic preservation should follow best practices relevant to the project's particular field. Examples of sources pertaining to best practice standards include:

National Resources Conservation Service Practice Standards:
<http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/alphabetic/ncps>

Kansas Farm Service Agency:
<http://www.fsa.usda.gov/FSA/stateoffapp?mystate=ks&area=home&subject=landing&topic=landing>

USDA Farm Service Agency Conservation Reserve Program Conservation Practices:
http://www.fsa.usda.gov/Internet/FSA_File/appendixb.pdf

Society for American Archaeology Law & Ethics
http://www.saa.org/publicftp/PUBLIC/resources/law_ethics.html

American Association of Museums Best Practices and Code of Ethics:
<http://www.aam-us.org/aboutmuseums/standards/stbp.cfm>

Kansas State Historical Society information about the Register of Historic Kansas Places:
<http://www.kshs.org/p/national-and-state-registers/14635>

Oral History Standards: <http://www.oralhistory.org/?s=Standards>

VII. GRANT APPLICATION ASSISTANCE

The following assistance is available to applicants:

- The HCC will provide a Heritage Grant Workshop on Tuesday, March 13, 2012 at 7:00 p.m. in the Douglas County Courthouse.
- Past successful grant proposals are available on the Douglas County website for your review: http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx .
- Individual appointments may be made with Heritage Conservation Coordinator to discuss potential grant projects.
- Email questions or concerns as they arise during the course of completing the application to the HCC Coordinator (jblackmar@douglas-county.com).



**DOUGLAS COUNTY NATURAL & CULTURAL HERITAGE GRANT PROGRAM:
2012 PROJECT APPLICATION**

APPLICATION DEADLINE: APRIL 20, 2012

- Applications must be postmarked or hand delivered by **Friday, April 20, 2012**. Hand delivered applications must be received by 5:00 p.m., **Friday, April 20, 2012** at the Douglas County Courthouse. Late applications will not be accepted.
- **Answer all questions. Do not use smaller than 11 point font.**
- Signature of the Authorized Official is required if an organization is submitting the grant application.
- Submit **1 original signed application, 1 set of original support materials (if applicable) and 7 additional copies** of all materials. Staple or paperclip application materials. Do not include binders, folders and/or plastic sleeves.

1. PROJECT APPLICANT

Organization:

Authorized Official:

Title:

Project Director: (if applicable):

Title:

Primary Contact (if different than above):

Title:

Address:

City:

Zip:

Phone:

Fax:

E-mail:

2. SUMMARY

a) Type of Grant (Check One)

MAJOR GRANT (> \$105,000)

TARGET GRANT (< \$104,999)

b) Project Title:

c) Address of project (include Township):

d) Name of individuals/organizations that own the property:

e) Contact information for those individuals:

f) Project Summary (no more than 150 words):

g) Total Project Budget: \$

h) Amount of Grant Requested: \$

i) Scope of Project: (Please check all that apply)

- Historic Structures
- Prairie, woodlands, waterways, habitat restoration/preservation
- Agriculture; working farms; heritage farms
- Freedom's Frontier themes (Civil War and pre-Civil War heritage; Settlement stories before and after Civil War; Enduring struggle for freedom)
- Pre-settlement history

3. PROJECT DESCRIPTION

a) Specifically explain the proposed project, including any regulations, guidelines, or best practices that will be followed. What do you plan to do? When? How? Photos, plans, drawings, illustrations, building condition reports or building inspections that are related to the proposed project may be included separately as support materials.

b) Describe the natural and cultural heritage significance of the project, structure, and or property?

c) Please describe how this project provides a substantial benefit for the conservation of Douglas County natural and cultural resources?

d) If applicable, please describe the condition of the property and include photos.

e) Please describe the urgency of the project.

f) Describe the expected timeline for completion of this project.

g) How will this project connect the physical sites and interpretative stories of Douglas County?

4. COMMUNITY IMPACT

a) Describe how the project contributes to maintaining or enhancing Douglas County's heritage.

b) Will you allow public access to the facility/property?

- Yes No

Please explain your response above.

c) Please describe the public benefit derived from this project.	
d) Will the project incorporate any educational programs? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain your response above.	
5. PROJECT COSTS	
a) What are the estimated costs (acquisition, rehabilitation, etc...) for this project? Please include any estimates or bids that have been completed. If the budget presented in this application is a preliminary budget arrived at without firm bids, explain how the cost estimates were determined.	
b) How will the project be sustained once the project is completed? For instance, how will on-going maintenance costs be financed?	
c) Explain if there are any other resources you intend to use in order to complete this project. This may include other sources of funding, loans, or in-kind contributions.	
d) How is this project unique to Douglas County?	
6. SIGNATURE	
Signature	Date:

MAIL / DELIVER ORIGINAL APPLICATION PACKET & 7 COPIES TO:

Douglas County Heritage Conservation Council
Douglas County Courthouse
1100 Massachusetts Street
Lawrence, KS 66046

STAFF CONTACT:

Jeannette Blackmar
(785) 330-2878

jblackmar@douglas-county.com

Douglas County Heritage Conservation Council Website
http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx

Douglas County Heritage Conservation Council
NATURAL AND CULTURAL HERITAGE GRANT PROJECT AGREEMENT

Grant Recipient: _____

Project No: _____

Total Project Budget: \$ _____

Award: \$ _____

THIS AGREEMENT is hereby entered into this **DATE** by and between Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044, acting through the Heritage Conservation Council (HCC), and, **NAME, ADDRESS**, herein called the Grantee.

WHEREAS, the Grantee has applied for and been awarded **AMOUNT** from the *Natural and Cultural Heritage Grant Program* for the project entitled "**GRANT PROJECT TITLE**".

NOW THEREFORE, in consideration of the award of the grant, the Grantee agrees to administer said grant in accordance with the following policies and procedures:

A. PROJECT DESCRIPTION

The Grantee agrees:

- 1) to perform and produce the scope of work described in the grant application (Appendix A) and as applicable, HCC amendments (Appendix B) to the scope of work, in accordance with all applicable plans and specifications. If changes to the project scope are necessary, grantee agrees to get approval from the county before money is spent for items/activities that are not contained in this agreement.
- 2) Grantee will inform the HCC Coordinator as soon as possible of any significant problems, or delays that will materially affect the project or cause the project to fall behind schedule.

B. GRANT PERIOD

Starting Date: _____

Ending Date: _____

C. COMPETITIVE PROCUREMENT PROCESS

- 1) Any services and/or materials that are expected to cost \$20,000 or more must seek at least three competitive bids or quotes from qualified individuals/firms. The Grantee must maintain financial records that verify the cost was competitively based from at least three written quotes submitted in response to written specifications. A waiver is permitted if fewer than three qualified individuals/firms are available to perform services and/or provide materials. Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented which should be retained in your files and made available to the county upon request. County staff is available to help the grantee in meeting any procurement issues.

D. PAYMENT SCHEDULE

Below are the preferred payment schedules. An alternate payment schedule can be arranged with the HCC Coordinator, if needed.

Grants less than or equal to \$5,000

- 1) Once a grant performance agreement has been fully executed, the Grantee may begin project work. Grantee will receive a check from Douglas County for entire award amount.
- 2) Within 90 days of the completion of the project, the grantee needs to submit the receipt of fiscal documentation and a Final Project Report.

Grants greater than \$5,000

- 1) Once a performance agreement has been fully executed, the County will issue a payment of 30% of the project work.
- 2) When those funds have been expended and the grantee is ready for an additional payment, the Grantee shall submit an interim report that includes financial information related to the initial 30% of project award, as well as plans for the use of the next project award payment. See the guidelines for the interim report available from the HCC.
- 3) Once the interim report is reviewed and approved by the HCC Coordinator, the County will disburse the next 60% of the project award as soon as reasonably possible.
- 4) The remaining 10% of the total grant amount will be distributed as a reimbursement and will be issued once the Final Project Report has been reviewed and approved by the HCC Coordinator. The Final Project Report Template is available from the HCC Coordinator

F. CANCELLATION

The County or the Grantee reserve the right of termination for cause on a thirty (30) day notice should it be determined that either has failed to materially comply with the terms and conditions of the agreement, or when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the County and/or Grantee.

G. MAINTENANCE AGREEMENT

The Grantee agrees to own and maintain the property, and if not the owner, to maintain the property, beginning with the signing of this agreement and ending five years from the completion of the project as indicated by the acceptance of the completion report by the County. Failure to maintain any improvements financed by this grant could provide cause for the county to seek reimbursement of all or part of the grant funds disbursed to the grantee. Exceptions to this requirement may be granted by the county for damages that result from fire, flood, tornado, or other events beyond the control of the grantee.

GENERAL CONDITIONS

- 1) If a concern or problem occurs during the implementation of the grant project plan, the HCC Coordinator will work with County staff and the grantee to resolve the issue. If the concern persists, it can be brought before the Board of County Commissioners.

2) When issuing press releases, official statements or documents that describe the project funded by Douglas County, an acknowledgement of the Douglas County Board of County Commissioners and the Natural Cultural Heritage Program should be included.

3) The Grantee agrees that it will comply with and abide by all applicable statutes, including applicable zoning and building code requirements, the Federal Civil Rights Act of 1964, the Kansas Conflict of Interest Act, K.S.A. 75-4301 et seq., the Kansas Open Records Act, K.S.A. 45-215 through 45-225, and the Federal Immigration Reform and Control Act of 1986. The Grantee also agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment,

4) The grantee agrees that Douglas County and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the grant recipient hereunder and resulting solely from the negligent acts or omissions of the grant recipient, its agents, employees and subcontractors. Such claims may not be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

In witness whereof, the parties have executed this project agreement.

Grantee, Authoring Official Date

Typed or Printed Name and Title of Signator

Grantee, Project Director (if different than above) Date

Typed or Printed Name, Title and Contact Information of Signator

County Date_____

APPENDIX A
GRANT APPLICATION

APPENDIX B

Heritage Council Amendments

Douglas County Heritage Conservation Council

INTERIM DESCRIPTIVE REPORT
2012 Natural & Cultural Heritage Grant Program

Please type responses. You may submit the report via email to jblackmar@douglas-county.com. Or, submit to: Heritage Conservation Council, Douglas County Courthouse, 1100 Massachusetts Street, 2nd Level, Lawrence, KS 66044.

Date of Interim Report:
Grant #:
Grantee:
Contact Person:
Telephone:
Email:

In addition to the questions below, Interim and Final Project Reports should include a brief project narrative and all financial documentation for project expenditures. Financial information to include in the report consists of the following:

- Copies of requests for bids, copies of bids received, criteria and process used to select contractor
- Copies of In-Kind (Grantee) and/or Donated Services (Volunteers)
- Invoices with itemized records of eligible expenditures, including the cost of labor and materials.

Any photographs documenting project work should be included. Include grantee name and grant number on all pages.

1. Describe accomplishments in this period. Compare actual accomplishments with goals established for the interim report period. Whenever possible, describe activities or services in both quantitative and qualitative terms.
2. If interim project goals have not been met, explain why, describe what steps have been taken to get the project back on schedule, and discuss the likelihood that the project will be completed by the expiration date of the grant.
3. Report the work that remains to be done.
4. Include other comments, anecdotal information and/or photographs that highlight project achievements or lessons learned in this period.

REMINDER: Douglas County Heritage Conservation Council understands that unavoidable changes may occur during a project. If a change occurs in key project personnel (Authorizing Official, Project Director, grant-funded staff, or consultants), or a substantial change is contemplated in the project budget, scope, or schedule as described in the approved application, approval must be requested by the Authorizing Official as outlined in the performance agreement in a separate request to the Heritage Conservation Council Coordinator (jblackmar@douglas-county.com).