

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

**WEDNESDAY, FEBRUARY 6, 2013**

4:00 p.m.

## **CONSENT AGENDA**

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval to solicit bids for Herbicides for Noxious Weed Cost Share Sales and Rights of Way Control (Keith Browning);
- (c) Consider approval of the 2012 Noxious Weed Eradication Progress Report (Keith Browning);
- (d) Consider approval of 2013 Noxious Weed Management Plan (Keith Browning);
- (e) Consider a request for extension of approval of SP-11-57-10, a site plan for The Woods, a rural corporate retreat on approximately 107 acres located northeast of the intersection of E 700 and N 1800 roads. Submitted by Paul Werner Architects for Rockwall Farms, LC, property owner of record. (Mary Miller); and
- (f) Consider approval of agreement for consulting engineering/surveying services for new Public Works facility property development, Project No. 2012-18 (Keith Browning)

## **REGULAR AGENDA**

- (2) Sustainability update on Courthouse (Eileen Horn/Bill Bell)
  - (3) (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
    - Lawrence Douglas County Metropolitan Planning Commission 05/13
    - Heritage Conservation Council 05/13
    - Property Crimes Compensation Board 04/13
  - (c) Public Comment
  - (d) Miscellaneous
- (4) Adjourn

**WEDNESDAY, FEBRUARY 13, 2013**

4:00PM Item

**Consent-CUP-12-00287:** Consider a Conditional Use Permit for construction of a 180' tall communication tower for county emergency communication equipment, to be located east of the existing water tank near the southeast corner of N 400 Road and E 550 Road. Submitted by Selective Site Consultants on behalf of Douglas County Emergency. Jere McElhaney, property owner of record. (PC Item 2; approved 9-0 on 1/28/13) Sandra Day will present the item.

**WEDNESDAY, FEBRUARY 20, 2013** – 4:00 meeting only

**CUP-12-00248:** Consider a Conditional Use Permit for Baker Wetlands Visitor Center Complex, located at 1365 N 1250 Rd. Submitted by Baker University, for the KS Department of Transportation, property owner of record. (PC Item 10; approved 9-0 on 1/30/13) Mary Miller will present the item

**WEDNESDAY, FEBRUARY 27, 2013**

6:35 p.m.

**TENTATIVE - CUP-12-00099:** Consider a Conditional Use Permit for sand excavation and extraction for Penny Sand Pit, approximately 434 acres located on the NE Corner of N 1500 Road & E 1850 Road. Submitted by Landplan Engineering, for William Penny & Van LLC, property owners of record. (Mary Miller will present the item.)

**WEDNESDAY, MARCH 6, 2013**

-Proclamation declaring March 10-17, 2013 as "Ninth Street Missionary Baptist Church Anniversary Celebration Week"

**WEDNESDAY, MAY 22, 2013-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.*

## MEMORANDUM

To : Board of County Commissioners

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

Date : January 24, 2013

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

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

It is our intent to purchase 400 gallons of Picloram 22K, 800 gallons of 2,4-D 4 lb. Amine, 500 gallons of Glyphosate, 400 gallons of Pasture Guard HL, 60 gallons plus 24 quarts of Milestone, and 128 ounces of Escort, all for initial inventory balances.

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

We plan to open bids in late February 2013. Contracts will be presented to the BOCC for approval thereafter.

Action Required: Consent Agenda approval to solicit bids for supply of herbicides as required for the 2013 spray season.

## **MEMORANDUM**

**TO :** Board of County Commissioners

**FROM:** Keith A. Browning, P.E., Director of Public Works/County Engineer  
Doug Stephens, Public Works Operations Division Manager

**DATE:** January 30, 2013

**RE:** Consent Agenda approval of Annual Noxious Weed Eradication Progress Report 2012

Attached is a copy of the Douglas County Noxious Weed Eradication Progress Report for 2012. This report will be sent to the Kansas Department of Agriculture and requires signatures of the Board of County Commissioners.

**ACTION:** Consent Agenda approval of the 2012 Noxious Weed Eradication Progress Report and signatures of all Board of County Commission members.

# Annual Noxious Weed Eradication Progress Report 2012

as required by KSA 2-1316



**Douglas County Noxious Weed Dept**

Noxious Weed Supervisor:

**John Landon**

**Noxious Weed Department Personnel**

Name	Job Title	% Time Spent on Noxious Weeds	Weed Director Salary
Alan Hollinger	VMII	100	\$37,475.38
Daryl Messer	Vegetation Control Specialist	50	\$31,410.47
Reggie Demby	VMII	100	\$23,528.80
Harold Starkebaum	Seasonal Laborer	100	\$5,100.00
Donna Miller	Administrative Secretary	50	
John Landon	Noxious Weed Director	100	

**Financial Summary - Noxious Weed Fund**

	Amount
Mil levy for 2012	124808
County valuation for 2012	\$0.00
Beginning Budget Balance for 2012	\$229,689.00

**Revenues**

Chemical Sales	\$63,321.53
Equip Rentals	\$6,290.38
Labor Reimbursements	\$5,073.06
<b>Total Revenue</b>	<b>\$74,684.97</b>

**Expenditures**

Commodities - Chemicals	\$84,975.03
Commodities - Other	\$202.29
Contractual Expenses	\$1,842.16
Personnel Expenses	\$99,120.37

**Total Expenditures** **\$186,139.85**

**Ending Budget Balance** **\$43,549.15**

Carryover to next year's budget for 2012 to 2013 \$0.00

**Capital Outlay Fund**

	Amount
Beginning Balance	\$229,689.00
Receipts	\$0.00
Expenditures	\$186,139.85
<b>Ending Balance</b>	<b>\$43,549.15</b>

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

# Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

Year  
2012 ★

## Estimated Acreage of Noxious Weeds

Noxious Weed	Private	County	Township	State	Federal	City	Total
Bull Thistle	396.5						396.5
Field Bindweed	3065.7					138.2	3203.9
Johnsongrass	2777.3					138.2	2925.5
Musk Thistle	3688.4					134.2	3822.6
Sericea Lespedeza	2629.2				135.2		2764.4
<b>Totals</b>	<b>12557.1</b>				<b>135.2</b>	<b>410.6</b>	<b>13112.9</b>

## Estimated Acreage of Noxious Weed on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Bull Thistle						396.5				396.5
Field Bindweed						919.1	1467.8		269.3	3065.7
Johnsongrass						1252.0	1188.4		200.7	2777.3
Musk Thistle						1905.8	593.2		396.5	3688.4
Sericea Lespedeza						1839.2				2629.2
<b>Totals</b>						<b>6312.6</b>	<b>3249.4</b>		<b>866.5</b>	<b>12557.1</b>

Weeds declared Noxious by the County:      Multiflora Rose       Bull Thistle

## Herbicide Disbursement Summary

Chemical	Purchase Price	Cost Share Price	Total Disbursed
2-4 D	\$12.79	\$12.00	1392.000 gal
GLYPHOSATE	\$8.56	\$9.00	377.500 gal
IMAZAPIC	\$168.70	\$168.70	2.000 gal
METSULFURON METHYL	\$3.89	\$4.00	96.000 oz
PICLORAM	\$42.90	\$38.00	584.000 gal
TRICLOPYR + 2-4 D	\$83.81	\$69.00	187.000 gal
TRICLOPYR + VISTA	\$42.52	\$34.00	52.500 gal
Trisopropanolammonium salt	\$263.76	\$200.00	65.000 gal
Trisopropanolammonium salt	\$71.38	\$60.00	16.000 qt

## Enforcement Summary

Warning Notices	0	Diversion Agreements	1	Demonstration Plots	0
Legal Notices	22	Accounts to Tax Roll	0	Feed and Hay Inspection	0
Court Cases	0	Meetings Sponsored	1	Publish General Notice	1

Enforcement Comments:

We certify this is a correct copy of the Douglas County Noxious Weed Dept Program for 2012

We certify that John Landon is employed as Douglas County Noxious Weed Dept Director for 2013

Chairman, Board of County Commissioners	Date	County Commissioner	Date
County Commissioner	Date	County Commissioner	Date
County Commissioner	Date	County Noxious Weed Director	Date

**Annual Noxious Weed Eradication Progress Report**  
**Treatment Summary for Noxious Weeds**

**Douglas County Noxious Weed Dept**  
**2012 ★**

**Field Bindweed**

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

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Private Hay Meadow			560.0			5.0	15.0						580.0
Private Other					20.0	20.0							40.0
Private Pasture					5.0	20.0	20.0	15.0	5.0				65.0
State												240.0	240.0
Township								5.0					5.0
<b>Total Acreage</b>			560.0		25.0	45.0	35.0	20.0	5.0			240.0	930.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE						10.0	10.0	5.0					25.0
Milestone (gal)												240.0	240.0
ROUNDUP					25.0	35.0	25.0	15.0	5.0				105.0
TORDON			560.0										560.0
<b>Total Acreage</b>			560.0		25.0	45.0	35.0	20.0	5.0			240.0	930.0

**Annual Noxious Weed Eradication Progress Report  
Treatment Summary for Noxious Weeds**

**Douglas County Noxious Weed Dept  
2012 ★**

**Johnsongrass**

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

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City						20.0							20.0
Private Corn					10.0			5.0					15.0
Private Hay Meadow					70.0	35.0	30.0	15.0	40.0				190.0
Private Pasture					215.0	135.0	50.0	25.0	5.0			5.0	435.0
Private Soybean					10.0								10.0
Township		32.0				1.0							33.0
<b>Total Acreage</b>		32.0			305.0	191.0	80.0	45.0	45.0			5.0	703.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
PLATEAU		32.0											32.0
ROUNDUP					305.0	191.0	80.0	45.0	45.0			5.0	671.0
<b>Total Acreage</b>		32.0			305.0	191.0	80.0	45.0	45.0			5.0	703.0



**Annual Noxious Weed Eradication Progress Report  
Treatment Summary for Noxious Weeds**

**Douglas County Noxious Weed Dept  
2012 ★**

**Musk Thistle**

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

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City						5.0							5.0
County				64.0								898.0	962.0
Private Hay Meadow	448.0	35.0	55.0	51.4	10.0	10.0		5.0	15.0				629.4
Private Non-Ag					1.0								1.0
Private Pasture	208.0		759.4	916.6	2010.8	240.8	10.0	11.4	261.0	5.0	2506.0	282.0	7211.0
State				51.0	54.0								105.0
Township		256.0		5.0	30.0	30.0							321.0
<b>Total Acreage</b>	<b>656.0</b>	<b>291.0</b>	<b>814.4</b>	<b>1088.0</b>	<b>2105.8</b>	<b>285.8</b>	<b>10.0</b>	<b>16.4</b>	<b>276.0</b>	<b>5.0</b>	<b>2506.0</b>	<b>1180.0</b>	<b>9234.4</b>

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE		35.0	180.0	360.0	950.0	110.0	10.0	10.0	20.0	5.0	74.0	60.0	1814.0
Milestone (gal)		256.0			64.0						768.0	576.0	1664.0
Milestone (qt)			38.4	32.0	12.8	12.8		6.4					102.4
TORDON	656.0		164.0	544.0	720.0	112.0			256.0		1664.0	336.0	4452.0
TORDON + 2-4 D			432.0	152.0	359.0	51.0							208.0
<b>Total Acreage</b>	<b>656.0</b>	<b>291.0</b>	<b>814.4</b>	<b>1088.0</b>	<b>2105.8</b>	<b>285.8</b>	<b>10.0</b>	<b>16.4</b>	<b>276.0</b>	<b>5.0</b>	<b>2506.0</b>	<b>1180.0</b>	<b>9234.4</b>

**Annual Noxious Weed Eradication Progress Report  
Treatment Summary for Noxious Weeds**

**Douglas County Noxious Weed Dept  
2012 ★**

**Sericea Lespedeza**

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

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Federal						80.0			80.0				160.0
Private CRP					24.0	32.0	80.0			32.0			168.0
Private Hay Meadow	10.0		30.0	50.0	88.0	160.0	16.0	32.0	8.0			40.0	434.0
Private Pasture			110.0	10.0	632.0	112.0	48.0	226.0	8.0	16.0			1162.0
<b>Total Acreage</b>	<b>10.0</b>		<b>140.0</b>	<b>60.0</b>	<b>744.0</b>	<b>384.0</b>	<b>144.0</b>	<b>258.0</b>	<b>96.0</b>	<b>48.0</b>		<b>40.0</b>	<b>1924.0</b>

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
ESCORT					64.0		64.0	34.0		16.0			178.0
PASTUREGARD	10.0		140.0	60.0	80.0								290.0
PASTUREGARD HL					600.0	384.0	80.0	224.0	96.0	32.0		40.0	1456.0
<b>Total Acreage</b>	<b>10.0</b>		<b>140.0</b>	<b>60.0</b>	<b>744.0</b>	<b>384.0</b>	<b>144.0</b>	<b>258.0</b>	<b>96.0</b>	<b>48.0</b>		<b>40.0</b>	<b>1924.0</b>

**Noxious Weed Survey Worksheet**  
**Douglas County Noxious Weed Dept**

2012 ★

Bull Thistle	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Private Pasture							4	2					6
Total Acreage Infested							4	2					6

	Total Acreage Infested	Acres Surveyed	County Acres	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
Private Pasture	6.0	6400	419712	393.5	3.0	396.5	
	6.0	Total Estimated Acreage		393.5	3.0	396.5	

**Noxious Weed Survey Worksheet**  
**Douglas County Noxious Weed Dept**

2012 ★

Field Bindweed	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City					2								2
Private Hay Meadow						1	2	2					5
Private Non-Ag					4								4
Private Other					22								22
Private Pasture					5		4	5					14
Private Urban Residential					1								1
<b>Total Acreage Infested</b>					<b>34</b>	<b>1</b>	<b>6</b>	<b>7</b>					<b>48</b>

	Total Acreage Infested	Acres Surveyed 6400	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	2.0			131.2	7.0	138.2	
Private Hay Meadow	5.0			327.9	10.0	337.9	
Private Non-Ag	4.0			262.3	7.0	269.3	
Private Other	22.0			1442.8	25.0	1467.8	
Private Pasture	14.0			918.1	1.0	919.1	
Private Urban Residential	1.0			65.6	6.0	71.6	
	48.0		<b>Total Estimated Acreage</b>	3147.9	56.0	3203.9	

**Noxious Weed Survey Worksheet**  
**Douglas County Noxious Weed Dept**

2012 ★

Johnsongrass	January	February	March	April	May	June	July	August	September	October	November	December	Totals
City					2								2
Private Hay Meadow							2						2
Private Non-Ag					3								3
Private Other					18								18
Private Pasture					3		6	10					19
<b>Total Acreage Infested</b>					26		8	10					44

	Total Acreage Infested	Acres Surveyed 6400	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
				0.0	10.0	10.0	
City	2.0			131.2	7.0	138.2	
Private Hay Meadow	2.0			131.2	5.0	136.2	
Private Non-Ag	3.0			196.7	4.0	200.7	
Private Other	18.0			1180.4	8.0	1188.4	
Private Pasture	19.0			1246.0	6.0	1252.0	
	44.0		<b>Total Estimated Acreage</b>	2885.5	40.0	2925.5	

**Noxious Weed Survey Worksheet**  
**Douglas County Noxious Weed Dept**

2012 ★

Musk Thistle	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City					2								2
Private Hay Meadow					2	1	3	3					9
Private Non-Ag					6								6
Private Other					9								9
Private Pasture					6		11	12					29
Private Utility R/W					3								3
<b>Total Acreage Infested</b>					28	1	14	15					58

	Total Acreage Infested	Acres Surveyed 6400	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	2.0			131.2	3.0	134.2	
Private Hay Meadow	9.0			590.2	3.0	593.2	
Private Non-Ag	6.0			393.5	3.0	396.5	
Private Other	9.0			590.2	3.0	593.2	
Private Pasture	29.0			1901.8	4.0	1905.8	
Private Utility R/W	3.0			196.7	3.0	199.7	
	58.0		Total Estimated Acreage	3803.6	19.0	3822.6	

**Noxious Weed Survey Worksheet**  
**Douglas County Noxious Weed Dept**

2012 ★

Sericea Lespedeza	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Federal						2							2
Private Pasture					3		14	11					28
Private Wooded Area						11	1						12
<b>Total Acreage Infested</b>					3	13	15	11					42

	Total Acreage Infested	Acres Surveyed 6400	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
Federal	2.0			131.2	4.0	135.2	
Private Pasture	28.0			1836.2	3.0	1839.2	
Private Wooded Area	12.0			787.0	3.0	790.0	
	42.0		<b>Total Estimated Acreage</b>	2754.4	10.0	2764.4	

**Douglas County Noxious Weed Dept  
Chemical Disbursement Summary**

**2012**

**Noxious Weed Treatments**

Chemical	Rate	Cost Share	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Surfactant	\$0.16	\$0.41				339.00	348.00	221.00							908.00 oz
Dye	\$0.36	\$0.38				339.00	348.00	349.00							1036.00 oz

**2-4 D**

2,4-D A4	\$12.79	\$12.00		17.50	155.00	225.00	495.00	409.50	10.00	7.50	10.00	2.50	5.00	55.00	1392.00 gal
Total 2-4 D				17.50	155.00	225.00	495.00	409.50	10.00	7.50	10.00	2.50	5.00	55.00	1392.00 gal

**GLYPHOSATE**

Gly-Star Original	\$8.56	\$9.00					165.00	102.50	52.50	30.00	25.00			2.50	377.50 gal
Total GLYPHOSATE							165.00	102.50	52.50	30.00	25.00			2.50	377.50 gal

**IMAZAPIC**

Plateau	\$168.70	\$168.70		2.00											2.00 gal
Total IMAZAPIC				2.00											2.00 gal

**METSULFURON METHYL**

Escort (8 oz bottle)	\$3.89	\$4.00					32.00		32.00	24.00		8.00			96.00 oz
Total METSULFURON METHYL							32.00		32.00	24.00		8.00			96.00 oz

**PICLORAM**

Tordon 22K (1 gal container)	\$42.90	\$38.00	45.00		81.00	40.00	64.00	184.00			20.00		114.00	36.00	584.00 gal
Total PICLORAM			45.00		81.00	40.00	64.00	184.00			20.00		114.00	36.00	584.00 gal

**TRICLOPYR + 2-4 D**

PastureGard HL	\$83.81	\$69.00					80.00	48.00	10.00	28.00	12.00	4.00		5.00	187.00 gal
Total TRICLOPYR + 2-4 D							80.00	48.00	10.00	28.00	12.00	4.00		5.00	187.00 gal

**TRICLOPYR + VISTA**

PastureGard	\$42.52	\$34.00	2.50		35.00	15.00									52.50 gal
Total TRICLOPYR + VISTA			2.50		35.00	15.00									52.50 gal

**Triisopropanolammonium salt**

Milestone (qt)	\$71.38	\$60.00			6.00	5.00	2.00	2.00		1.00					16.00 qt
Milestone (gal)	\$263.76	\$200.00		10.00			2.50					30.00	22.50		65.00 gal
Total Triisopropanolammonium salt				10.00			2.50					30.00	22.50		65.00 gal
Total Triisopropanolammonium salt					6.00	5.00	2.00	2.00		1.00					16.00 qt



**Douglas County Noxious Weed Dept  
Chemical Disbursement Summary**

**2012**

**Other Treatments**

Chemical	Rate	Cost Share	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Dye	\$0.36	\$0.38			70.00										70.00 oz
Landmaster B/W	\$0.13	\$0.00				32.00									32.00 oz
Surfactant	\$0.16	\$0.41			70.00										70.00 oz
<b>2-4 D</b>															
2,4-D A4	\$12.79	\$12.00			2.50										2.50 gal
		Total 2-4 D			2.50										2.50 gal
<b>GLYPHOSATE</b>															
Gly Star Original	\$8.56	\$9.00				12.50	15.00	5.00	5.00					55.00	92.50 gal
		Total GLYPHOSATE				12.50	15.00	5.00	5.00					55.00	92.50 gal
<b>PICLORAM</b>															
Tordon 22K (1 gal container)	\$42.90	\$38.00				0.00									0.00 gal
		Total PICLORAM				0.00									0.00 gal
<b>TRICLOPYR + 2-4 D</b>															
PastureGard HL	\$83.81	\$69.00					8.00	6.00							14.00 gal
		Total TRICLOPYR + 2-4 D					8.00	6.00							14.00 gal
<b>TRICLOPYR + VISTA</b>															
PastureGard	\$42.52	\$34.00				17.50									17.50 gal
		Total TRICLOPYR + VISTA				17.50									17.50 gal

# Douglas County Noxious Weed Dept

DG

## Noxious Weed Survey Data Collection

Year 2012

Start Date 01/01/12  
End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
113	5/12/2012	John Landon	45	12/20/9				
Location	Land Ownership				Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
NW	Private Pasture				120	7	Field Bindweed	2
							Musk Thistle	2
							Johnsongrass	1
							Sericea Lespedeza	2
NW	Private Urban Residential				40	1	Field Bindweed	1
NE	Private Pasture				100	0		
NE	Private Wooded Area				60	0		
SE	Private Pasture				140	5	Musk Thistle	2
							Johnsongrass	1
							Field Bindweed	1
							Sericea Lespedeza	1
SE	Private Utility R/W				20	2	Musk Thistle	2
SW	Private Pasture				50	3	Musk Thistle	1
							Field Bindweed	1
							Johnsongrass	1
SW	Private Wooded Area				25	0		
SW	Private Utility R/W				20	1	Musk Thistle	1
SW	Private Urban Residential				5	0		
SW	Private Pasture				40	2	Musk Thistle	1
							Field Bindweed	1
SW	Private Hay Meadow				10	2	Musk Thistle	2
SW	Private Corn				10	0		

**Total Acreage Surveyed 640 23**

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
114	5/15/2012	John Landon	59	12/19/13				
Location	Land Ownership				Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
NW	Private Soybean				80	0		
NW	Private Other				80	20	Johnsongrass	10
							Field Bindweed	5
							Musk Thistle	5
NE	Private Corn				120	0		
NE	Private Soybean				40	0		
SE	Private Other				140	10	Johnsongrass	8
							Field Bindweed	2
SE	Private Wooded Area				20	0		
SW	Private Other				80	0		
SW	Private Non-Ag				80	13	Johnsongrass	3
							Field Bindweed	4
							Musk Thistle	6

**Total Acreage Surveyed 640 43**

# Douglas County Noxious Weed Dept

DG

Year 2012

## Noxious Weed Survey Data Collection

Start Date 01/01/12  
End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
115	5/30/2012	John Landon	136	13/19/4				
Location	Land Ownership							
NW	Private City Residential				160	8	Field Bindweed	8
NE	Private City Residential				160	8	Field Bindweed Musk Thistle	4 4
SE	Private City Residential				160	2	Field Bindweed	2
SW	Private City Residential				100	0		
SW	City Non-Ag				40	6	Field Bindweed Musk Thistle Johnsongrass	2 2 2
SW	Private Commercial				20	1	Field Bindweed	1

Survey#	Date	Surveyor	Field#	Legal Description	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested
116	6/12/2012	John Landon	202	13/18/21				
Total Acreage Surveyed					640	25		
Location	Land Ownership							
NW	Federal Lake				160	0		
NE	Federal Lake				100	0		
NE	Federal Wooded Area				40	2	Sericea Lespedeza	2
NE	Private Hay Meadow				20			
SE	Federal Lake				80	0		
SE	Private CRP				40	0		
SE	Private Hay Meadow				10	0		
SE	Private Soybean				30	0		
SW	Federal Lake				100	0		
SW	Federal Wooded Area				60	0		
Total Acreage Surveyed					640	2		

# Douglas County Noxious Weed Dept

DG

Year 2012

## Noxious Weed Survey Data Collection

Start Date 01/01/12  
End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description			
117	6/20/2012	John Landon	281	14/19/3			
Location	Land Ownership		Acreage Surveyed	Acreage Infested	Weed	Acreage Infested	
NW	Private Soybean		120	0			
NW	Private Hay Meadow		20	1	Musk Thistle	1	
NW	Private Wooded Area		20	0			
NE	Private Wooded Area		80	3	Sericea Lespedeza	3	
NE	Private Hay Meadow		20	1	Field Bindweed	1	
NE	Private Soybean		40	0			
NE	Private Urban Residential		20	0			
SE	Private Urban Residential		20	0			
SE	Private Soybean		30	0			
SE	Private Corn		40	0			
SE	Private Wooded Area		70	3	Sericea Lespedeza	3	
SW	Private Urban Residential		10	0			
SW	Private Wooded Area		100	5	Sericea Lespedeza	5	
SW	Private Soybean		50	0			

Total Acreage Surveyed 640 13

Survey#	Date	Surveyor	Field#	Legal Description			
118	7/18/2012	John Landon	294	14/17/11			
Location	Land Ownership		Acreage Surveyed	Acreage Infested	Weed	Acreage Infested	
NW	Private Urban Residential		20	0			
NW	Private Hay Meadow		20	0			
NW	Private Pasture		30	3	Musk Thistle	1	
					Johnsongrass	1	
					Field Bindweed	1	
NW	Private Wooded Area		10	0			
NW	Private Soybean		80	0			
NE	Private Corn		80	0			
NE	Private Hay Meadow		40	0			
NE	Private Soybean		40	0			
SE	Private Pasture		160	13	Musk Thistle	5	
					Johnsongrass	2	
					Sericea Lespedeza	5	
					Field Bindweed	1	
SW	Private Corn		60	0			
SW	Private Pasture		100	9	Field Bindweed	1	
					Johnsongrass	3	
					Sericea Lespedeza	4	
					Musk Thistle	1	
Total Acreage Surveyed			640	25			

# Douglas County Noxious Weed Dept

DG

Year 2012

## Noxious Weed Survey Data Collection

Start Date 01/01/12  
End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description			
119	7/30/2012	John Landon	299	14/18/10			
Location	Land Ownership		Acreage Surveyed	Acreage Infested	Weed		Acreage Infested
NW	Private Urban Residential		20	0			
NW	Private Hay Meadow		40	0			
NW	Private Pasture		100	7	Bull Thistle		1
					Musk Thistle		2
					Sericea Lespedeza		3
					Field Bindweed		1
NE	Private Urban Residential		40	0			
NE	Private CRP		40	0			
NE	Private Pasture		60	0			
NE	Private Corn		20	0			
SE	Private Hay Meadow		120	7	Musk Thistle		3
					Field Bindweed		2
					Johnsongrass		2
SE	Private Corn		10	0			
SE	Private Urban Residential		10	0			
SE	Private Wooded Area		20	1	Sericea Lespedeza		1
SW	Private Urban Residential		20	0			
SW	Private Pasture		100	7	Bull Thistle		3
					Musk Thistle		2
					Sericea Lespedeza		2
SW	Private CRP		40	0			
<b>Total Acreage Surveyed</b>			<b>640</b>	<b>22</b>			

# Douglas County Noxious Weed Dept

DG

Year 2012

## Noxious Weed Survey Data Collection

Start Date 01/01/12 End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description			
120	8/13/2012	John Landon	333	14/20/17			
Location	Land Ownership		Acreage Surveyed	Acreage Infested	Weed		Acreage Infested
NW	Private Urban Residential		40	0			
NW	Private Wooded Area		80	0			
NW	Private Pasture		40	5	Field Bindweed		1
					Musk Thistle		1
					Johnsongrass		1
					Sericea Lespedeza		2
NE	Private Urban Residential		20	0			
NE	Private Wooded Area		40	0			
NE	Private Pasture		100	9	Field Bindweed		1
					Musk Thistle		1
					Sericea Lespedeza		5
					Johnsongrass		2
SE	Private Urban Residential		20	0			
SE	Private Wooded Area		40	0			
SE	Private Hay Meadow		60	0			
SE	Private Pasture		20	0			
SE	Private Soybean		20	0			
SW	Private Urban Residential		20	0			
SW	Private Hay Meadow		60	0			
SW	Private Wooded Area		80	0			
<b>Total Acreage Surveyed</b>			<b>640</b>	<b>14</b>			

# Douglas County Noxious Weed Dept

DG

Year 2012

## Noxious Weed Survey Data Collection

Start Date 01/01/12  
End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description		
121	8/21/2012	John Landon	371	14/18/27		
Location	Land Ownership	Acreage Surveyed	Acreage Infested	Weed	Acreage Infested	
NW	Private Urban Residential	20	0			
NW	Private Hay Meadow	60	3	Musk Thistle	3	
NW	Private Pasture	80	2	Musk Thistle	2	
NE	Private Urban Residential	20	0			
NE	Private Wooded Area	20	0			
NE	Private Hay Meadow	40	2	Field Bindweed	2	
NE	Private Soybean	20	0			
NE	Private Pasture	60	0			
SE	Private Urban Residential	20	0			
SE	Private Pasture	100	4	Musk Thistle	2	
				Johnsongrass	2	
SE	Private Corn	40	0			
SW	Private Pasture	120	5	Sericea Lespedeza	1	
				Johnsongrass	1	
				Field Bindweed	1	
				Musk Thistle	1	
				Bull Thistle	1	
SW	Private Hay Meadow	40	0			
		<b>Total Acreage Surveyed</b>	<b>640</b>	<b>16</b>		

# Douglas County Noxious Weed Dept

DG

Year 2012

## Noxious Weed Survey Data Collection

Start Date 01/01/12  
End Date 12/31/12

Survey#	Date	Surveyor	Field#	Legal Description			
122	8/29/2012	John Landon	386	14/21/30			
Location	Land Ownership		Acreage Surveyed	Acreage Infested	Weed		Acreage Infested
NW	Private Pasture		160	8	Bull Thistle		1
					Field Bindweed		2
					Johnsongrass		3
					Musk Thistle		1
					Sericea Lespedeza		1
NE	Private Urban Residential		20	0			
NE	Private Hay Meadow		40	0			
NE	Private Pasture		50	3	Musk Thistle		2
					Johnsongrass		1
NE	Private Soybean		50	0			
SE	Private Urban Residential		10	0			
SE	Private Soybean		40	0			
SE	Private Pasture		110	4	Musk Thistle		2
					Sericea Lespedeza		2
SW	Private Urban Residential		5	0			
SW	Private Pasture		20	0			
SW	Private Hay Meadow		15	0			
SW	Private Soybean		120	0			
<b>Total Acreage Surveyed</b>			<b>640</b>	<b>15</b>			
<b>Total Acreage Surveyed</b>			<b>6400</b>	<b>198</b>			



# Kansas Retailers' Sales Tax Return

ST-16

Tax Account Number		FEIN	
Beginning Date 1/1/2012	Ending Date 12/31/2012	Ending Date 1/25/2013	Jurisdiction Code
Business Name and Address Douglas County Noxious Weed Dept 1242 Massachusetts Street Lawrence, KS 66044			

**Part I**

1. Gross Sales or Receipts	\$73,768.97	
2. Merchandise Consumed		
3. Deductions	\$73,768.97	<b>Rate</b>
4. Net Sales	\$0.00	8.85%
5. Net Tax	\$0.00	
<b>Balance Due</b>	<b>\$0.00</b>	

**Part II (Deductions)**

C. or 3. Sales to U.S. government, state of Kansas, and political subdivisions.	\$22,554.63
E. or 5. Sales of items consumed in the production of tangible personal property produced	\$51,214.34
<b>Total Deductions</b>	<b>\$73,768.97</b>

## **MEMORANDUM**

**TO :** Board of County Commissioners

**FROM:** Keith A. Browning, P.E., Director of Public Works/County Engineer  
Doug Stephens, Public Works Operations Division Manager

**DATE:** January 30, 2013

**RE:** Consent Agenda Approval of Annual Noxious Weed Management Plan

Attached is a copy of the 2013 Douglas County Noxious Weed Management Plan. This plan will be sent to the Kansas Department of Agriculture and requires signatures of the Board of County Commissioners.

The only revisions to the Management Plan is a change to the operating hours for chemical sales and a suspension of all chemical sales during the winters months.

**ACTION:** Consent Agenda approval of the 2013 Noxious Weed Management Plan and signatures of all Board of County Commission members.

**DOUGLAS COUNTY  
NOXIOUS WEED  
MANAGEMENT PLAN**

**PURPOSE:**

The Douglas County Noxious Weed Division is part of the Public Works Department with the objective of educating the general public and governing bodies in the control of State declared noxious weeds and the Kansas Noxious Weed Law. The Noxious Weed Division is responsible for eradicating noxious weeds along County maintained highway right-of-ways and other County owned properties; State roads; make available for sale approved herbicides for the treatment of noxious weeds; and enforcement of the Noxious Weed Law.

**RESOURCES:**

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

Chemical Sales –

Hours of Operations: Monday thru Friday 7:00 am to 3:30 pm

Full time Weed Director

Administrative duties performed by the Operations Division Secretary

Two full-time Vegetation Management Worker II

One seasonal laborer during spray season

Additional licensed applicators (2)

Two trucks equipped with mounted chemical sprayers

Three rental trailers mounted chemical sprayers available to County property owners

Chemical warehouse with a 5,000 gallon storage capacity, emergency shower and eye wash station

Digital camera

AVL tracking on all spray equipment

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

Additional *external* resources available to the department consist of Public Works Road Crews that conduct asphalt maintenance. Both crews are routinely trained in the identification of some noxious weeds. The Weed Director will maintain open communications with the Official County newspaper and local radio station KLWN for public service announcements and informative articles. Contact and joint inspections will be conducted with the Agriculture Agent of the County Extension Office when requested.

## **PROFESSIONAL DEVELOPMENT:**

The Weed Director and Vegetation Maintenance Worker II will maintain chemical applicator certification 9A.

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

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

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

## **OUTREACH PROGRAMS:**

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

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

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

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

## **NOXIOUS WEED CONTROL:**

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

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

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

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

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

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

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

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

- No sale of Glyphosate till May 15<sup>th</sup>
- Glyphosate - - 10 gallons per season
- No sale of Tordon 22K from July 1<sup>st</sup> to September 1<sup>st</sup>
- Chemical sales shall be suspended from December 1<sup>st</sup> through March 1<sup>st</sup>

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

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

We certify that this is a correct copy of the Douglas County 2012 Noxious Weed Management Plan as required by K.S.A. 2-1317.

\_\_\_\_\_  
Mike Gaughan, Chairman, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Thellman, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Flory, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Landon, County Noxious Weed Director

\_\_\_\_\_  
Date

RIGHT OF WAY PROGRAM  
FOR  
FIELD BINDWEED

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

PRIORITIES: 1. Highly traveled visible areas.

METHOD: 1. Map infestations of noxious weeds.

2. Identify sensitive areas.

a. Ornamental planting

b. High water tables

c. Areas subject to high pedestrian traffic

d. Areas where drainage water moves off the property

FALL TREATMENT PROGRAM

OCTOBER 1 – SOIL FREEZE UP

1. Treat areas with 8 – 12 oz of Tordon
2. Treat areas with 3 – 7oz of Milestone

SPRING TREATMENT PROGRAM

JUNE 1 – JULY 1

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

SUMMER TREATMENT PROGRAM

JULY 1 – OCTOBER 1

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

APPENDIX B  
RIGHT OF WAY PROGRAM  
FOR  
MUSK THISTLE

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

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

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

FALL TREATMENT PROGRAM    OCTOBER 1 – SOIL FREEZE UP

1. Treat rural areas with 8 fl oz per acre of Tordon
2. Treat rural areas with 5 fl oz per acre of Milestone

SPRING TREATMENT PROGRAM    MARCH 15 – JUNE 30

1. Treat known infestations not treated in the fall with 8 oz. Tordon or 1 to 2 qts. 2,4-D. After bolting use 10 fl oz Tordon 22K + 1 qt. 2,4-D-A.
2. When flowering starts use ½ oz of Escort to kill germination.
3. Check and treat all previously treated areas and spot treat or dig missed rosettes.
4. Precise spot treatment or preferably hand digging for musk thistle found in areas where Crown Vetch is growing.

APPENDIX B

RIGHT OF WAY PROGRAM  
FOR  
MUSK THISTLE

SUMMER TREATMENT PROGRAM      JUNE 1 – OCTOBER 1

1.      Frequent mowing in high maintenance areas.
2.      Use Escort if flowering
3.      Check and treat all previously treated areas and spot treat or dig missed rosettes.



## APPENDIX C

### RIGHT OF WAY PROGRAM FOR JOHNSON GRASS

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

PRIORITIES: 1. Highly traveled, visible areas

METHOD: 1. Map infestations of noxious weeds

2. Identify sensitive areas

a. Ornamental planting

b. High water tables

c. Areas subject to high pedestrian traffic

d. Areas where drainage water moves off the property

#### FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

1. Spot treat areas with Glyphosate (Roundup) or Plateau,

2. Treat around ornamentals with Glyphosate

#### SPRING/SUMMER TREATMENT PROGRAM JUNE 1 – OCTOBER 1

1. Spot treat only if the Johnson Grass is not under stress, with Glyphosate (Roundup) at ½ gal per acre or 2 oz per 1 gallon water.

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

## APPENDIX D

### RIGHT OF WAY PROGRAM FOR SERICEA LESPEDEZA

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

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

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

#### FALL TREATMENT PROGRAM SEPTEMBER thru NOVEMBER

1. Spot spray with 2 pts. Remedy + 1 qt. 2,4-D
2. Or spot spray with ½ oz Escort
3. PastureGard 1 ½ pts
4. Mowing will help control.

#### SPRING TREATMENT PROGRAM

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

#### SUMMER TREATMENT PROGRAM JULY thru SEPTEMBER

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

# Memorandum

## City of Lawrence

### Planning & Development Services

**TO:** Board of County Commissioners

**FROM:** Mary Miller, Planning Staff

**CC:** Craig Weinaug, County Administrator

**Date:** For February 6, 2013 meeting

**RE:** Extension request for SP-11-57-10; Site Plan for The Woods a Rural Corporate Retreat on approximately 107 acres located northeast of the intersection of E 700 and N 1800 Roads. Submitted by Paul Werner Architects for Rockwall Farms, LC, property owner of record.

Attachments: A—Location Map  
B—Extension Request  
C—Approved Site Plan

At their February 2, 2011 meeting the Board of County Commissioners approved a Site Plan [SP-11-57-10], Attachment C, for a rural corporate retreat subject to conditions of approval. The corporate retreat included a banquet facility and tavern which are classified as *Personal Services*; lodging which is classified as *Hotels, Motels, or Motor Hotels*; a conference center which is classified as an *Amusement Place*; as well as accessory sports fields and swimming pool which are classified as *Accessory Uses*. The conditions were met and the site plan was released to the Zoning and Codes Department on May 3, 2011.

Per Section 12-319A-8 of the Zoning Regulations, if a building permit is not obtained within 2 years from the date of the site plan approval by the Board of County Commissioners the site plan shall be and become null and void. The Zoning Regulations do not contain an extension provision; however, it has been the practice to forward extension requests to the County Commission for consideration.

The applicant requested an extension of the approval as building permits had not been obtained and the site plan approval would expire on February 2, 2013 (Attachment B). The applicant indicated that the property owner is interested in pursuing this development but has been working on other projects.

#### **Staff Discussion:**

The site plan was reviewed and approved under the standards of the Zoning Regulations. The property was zoned and platted in addition to being site planned in anticipation of the rural corporate retreat development. The only development in the area was the construction of the Berry Plastics facility to the west of the subject property. The site plans for these two properties were coordinated to insure compatibility. The proposed uses remain appropriate use for the area and the site design maintains compatibility with the surrounding neighborhood.

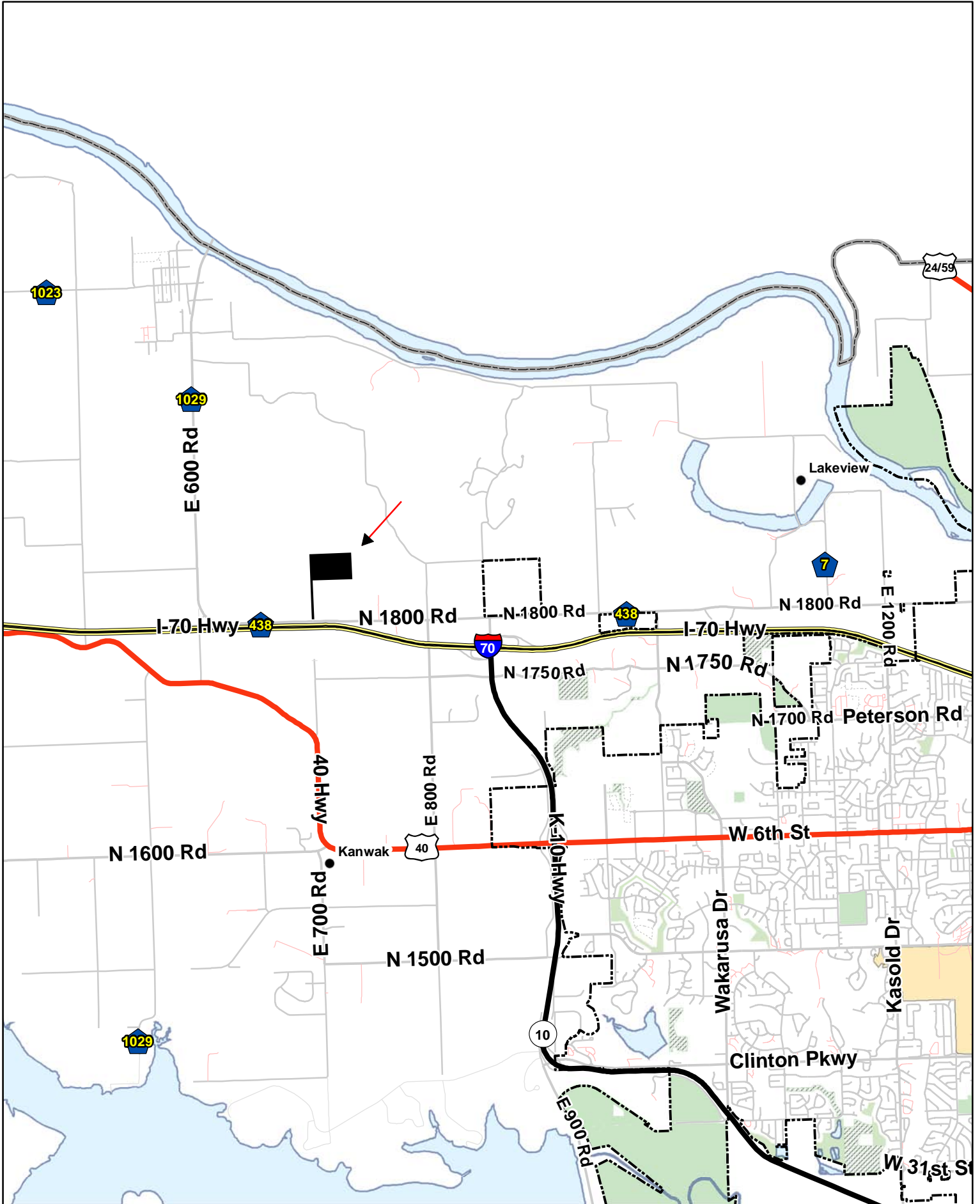
**Staff Recommendation:**

Planning Staff recommends approval of the 2 year extension of the site plan approval for SP-11-57-10 to February 2, 2015.

# Location Map SP-11-57-10 The Woods

DISCLAIMER NOTICE  
The map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City of Lawrence makes no warranties, express or implied, as to the use of the map. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the map, including the fact that the map is dynamic and is in a constant state of maintenance, correction and update.

Date: 2/1/2013





## MEMORANDUM

FROM : Joy Rhea  
TO : Mary Miller  
RE : Extension of The Woods Site Plan  
DATE : February 1, 2013

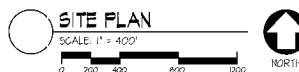
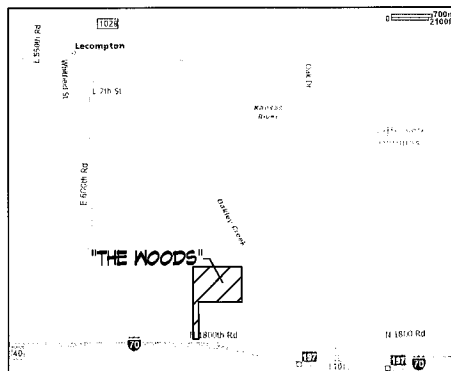
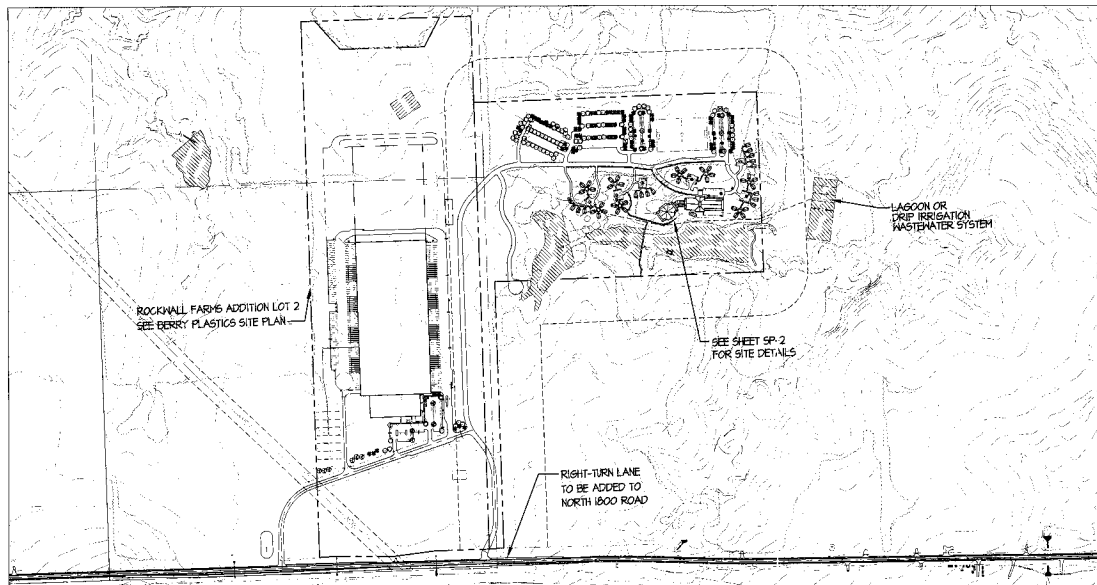
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On behalf of the Owner we are requesting extension of the Site Plan for The Woods. Development on this site has not begun due to the Owner having several projects already under way that took precedence over The Woods.

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Office : 123 W. 8<sup>th</sup> Street Suite B2 : Lawrence, Kansas : 66049  
Mail : PO BOX 1536 : Lawrence, Kansas : 66044-8536  
PHONE: 785.832.0804 FAX: 785.832.0890

# THE WOODS AT ROCKWALL FARMS A CORPORATE RETREAT



### LANDSCAPING NOTES:

QTY	DESCRIPTION	MEASUREMENTS	APPROVED TYPES	BOTANICAL NAMES	SIZE	GRADE
51	ORNAMENTAL TREES		CLEVELAND SELECT PEAR KOSHA BURNWOOD CORAL BURN GRABAPPLE EASTERN REDBUD LORWAY HAWK	PYRUS CALLERYANA 'CHARTELEER' CORNUS KOSHA MALUS 'CORAL BURN' CEGROUS CANADENSIS ACER PLATANIFOLIA	1 1/2"-2" CAL.	B 4 B
50	CONIFEROUS TREES		WHITE PINE BLUE SPRUCE	PINE STRONGS PICEA PARVULA	6-8' HT.	B 4 B
4	DECIDUOUS SHRUBS		CHARM JAPANESE BANGEROY LEATHERLEAF VIBURNUM EDGEMOUNTAIN CANDICE CORREAN LILAC	BESSEMER'S HANDBERRY VIBURNUM RIFIDOPHILUM KOUZNETZIIA AMBALIS SYDOWIA VICTORIA PALMERI	18"-24" HT.	CONT.
8	EVERGREEN SHRUBS		CAMEL CRABPERR CREEPING ROSEMARY BLUE FRUITER JANKER BANK HAZARD JINKER CREEPER ENGLISH YEW	CAUDICIFORMS GRISSEUS HORIZONTALIS ROSEMARY PROSTRATUS JUNIPERUS CHINENSIS 'PRAECOSANA ALBA' JUNIPERUS HORIZONTALIS 'SAR HARBOR' TAXUS BACCATA	24"-36" HT.	CONT.
61	ALL DISTURBED AREAS WILL BE SEEDED, SOCCDED, OR PROVIDED WITH A GRASS COVER.					
62	ANY DISTURBED PART OF THE SITE PLAN AREA NOT USED FOR BUILDING STRUCTURE PARKING OR ACCESSWAYS SHALL BE LANDSCAPED WITH A MATRIE OF GRASS INCLUDING NATIVE GRASS, BROUKE OR APPROVED EQUALLY TREES AND SHRUBS, EXCEPT WHERE THIS MAY BE PROHIBITED BY A TEMPORARY SET ASIDE AGREEMENT.					
63	BERM AT MAIN ENTRANCE TO PROPERTY SHALL BE AT LEAST 250 FEET LONG AND MIN 3 FEET HIGH WITH ADEQUATE LANDSCAPING TO PREVENT VEHICLE HEADLIGHTS FROM BEING SEEN ON NEAREST ADJACENT PROPERTY.					

### LEGAL DESCRIPTION

LOT 1 ROCKWALL FARMS ADDITION NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THAT PORTION OF THE EAST ONE HALF OF VACATED EAST 700 RD ADJACENT TO SAID TRACT, AND NORTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 DOUGLAS COUNTY, KANSAS, CONTAINS 0.134 ACRES MORE OR LESS IN SECTION 13, TOWNSHIP 12, RANGE 18 EAST.

### GENERAL NOTES:

- ACCESSORY IDENTIFICATION SIGN TO BE INSTALLED PER DOUGLAS COUNTY ZONING REGULATIONS SECTION 12-310-204 SIGN LOCATION TO BE COORDINATED WITH THE COUNTY.
- NO PROPOSED PARKING LOT LIGHTS AT THIS TIME. PARKING LOT LIGHTS MAY BE INSTALLED IN THE FUTURE PER COUNTY CODE. REVISED SITE PLAN HILL AND PHOTOGRAPHIC PLAN WILL BE SUBMITTED FOR APPROVAL PRIOR TO LOT INSTALLATION.
- SITE PLAN HAS BEEN DESIGNED TO COMPLY WITH THE MINIMUM PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY (ADA) FOR BUILDINGS AND FACILITIES, APPENDIX A TO 20CFR PART 36.
- TRASH RECEPTACLES WILL BE LOCATED NEAR THE FACILITIES. EXISTING VEGETATION SHOULD BE SUFFICIENT TO SCREEN THE ENCLOSURES FROM HIGHWAY AND ADJACENT PROPERTY WHEN.
- TRASH AREAS WILL BE ENCLOSED TO PROTECT HILL LIFE.
- ALL MOVED AREAS LOCATED 20 FEET BEYOND THE PROPOSED IMPROVEMENTS ARE PROTECTED BY THE TEMPORARY SET ASIDE AGREEMENT RECORDED IN BOOK 1072 PAGE 5280.
- HUNTING IS PROHIBITED ON LOTS 1 AND 2 IN ROCKWALL FARMS ADDITION.
- THE BOARD OF COUNTY COMMISSIONERS APPROVED A VARIANCE FROM THE REQUIREMENT TO HAVE AN ON-SITE SEWAGE MANAGEMENT SYSTEM FOR PLATTED LOTS (SECTION 20-30) TO PERMIT THE LOT TO HAVE AN OFF-SITE SEWAGE MANAGEMENT SYSTEM SUBJECT TO THE CONDITION THAT EASEMENTS OR OTHER MEANINGS ACCEPTABLE TO THE HEALTH DEPARTMENT AND COUNTY COMMISSIONERS FOR PROTECT CONTAINING THE OFF-SITE SEWAGE MANAGEMENT SYSTEM AND ITS CONNECTION TO THE PLANNED LOTS SHALL BE DECATED BY SEPARATE INSTRUMENT OR RECORDED WITH THE REGISTER OF DEEDS.
- EASEMENT FOR OFF-SITE SEWAGE MANAGEMENT SYSTEMS RECORDED IN BOOK 1072 PAGE 5280.
- ENVIRONMENTALLY SENSITIVE AREAS SHALL BE PROTECTED AS REQUIRED IN THE TEMPORARY SET ASIDE AGREEMENT WHICH HAS RECORDED IN BOOK 1072 PAGE 5280.
- OFF-SITE PUBLIC ACCESS EASEMENT FROM NORTH IBOOD ROAD RECORDED IN BOOK 1072 PAGE 5280.

### PROPERTY INFORMATION:

- LOCATION: DOUGLAS COUNTY, LESORPORATOR TOWNSHIP, NE OF N 800 RD 4 E 600 RD
- CURRENT ZONING: "R-2 M2 CONDITIONAL", GENERAL BUSINESS DISTRICT
- LAND AREA: "1.58940 ACRES (0210120268 SF)"

### ALLOWED USES: PER SITE PLANNING

- THE FOLLOWING IS A LIST OF ALLOWED USES PER THE CONDITIONAL ZONING REGULATIONS FOR THIS SITE:
  - ANY USE PERMITTED IN THE R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
  - HOSPITAL OR CLINIC FOR LARGE OR SMALL ANIMALS
  - OUTDOOR ADVERTISING STRUCTURE
  - PERSONAL SERVICE USES INCLUDING BARBER SHOPS, BEAUTY PARLOR, PHOTOGRAPHIC OR ARTIST'S STUDIOS, RESTAURANTS, NOT DRIVE-IN RESTAURANTS, TAVENING, AND OTHER PERSONAL SERVICE USES OF SIMILAR CHARACTER
  - RETAIL STORES INCLUDING FLOORING SHOPS AND GREEN HOUSES IN CONNECTION WITH SUCH SHOPS
  - ACCESSORY IDENTIFICATION SIGN
  - AMUSEMENT PLACE, SEATING AREA, SWIMMING POOL OR DANCE HALL IN A COMPLETELY ENCLOSED BUILDING, AUDITORIUM OR THEATER, EXCEPT OPEN AIR DRIVE-IN THEATERS
  - BUILDING ALLEYS AND BILLBOARD PARLORS
  - HOTELS, MOTELS, OR MOTOR HOTELS
  - ACCESSORY BUILDINGS AND USES

### UTILITY INFORMATION:

- GAS: GAS SERVICE SHALL BE PROPANE OR NATURAL GAS PROVIDED BY ATROS ENERGY.
- SANITATION: A PERMIT FOR THE SEWAGE MANAGEMENT SYSTEM MUST BE OBTAINED BEFORE BUILDING PERMITS MAY BE ISSUED. IF THE LAAGOON SYSTEM IS USED, A KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT PERMIT IS NECESSARY. IF THE DRIP IRRIGATION SYSTEM IS UTILIZED, A PERMIT FROM THE LAWRENCE-DOUGLAS COUNTY HEALTH DEPARTMENT MUST BE OBTAINED.
- ELECTRICITY: SERVICE PROVIDED BY KAN VALLEY ELECTRIC. EASEMENTS TO BE DETERMINED IF NECESSARY.
- WATER: PROVIDED BY RURAL WATER DISTRICT NO. 1. A PRIVATE 12" WATER LINE SHALL BE EXTENDED INTO THE SITE TO PROVIDE WATER SERVICE NOT EXCEEDING 25 GPM CAPACITY. THE DEVELOPMENT WILL USE THE CURRENT WATER METER UNTIL THE DEMAND EXCEEDS AN AVERAGE OF 65,000 GALLONS OVER A 6 MONTH PERIOD.

### DRIVES AND PARKING INFORMATION:

- MAIN DRIVES: CHIP AND SEAL SURFACES - MIN WITH COMPACTED SUBGRADE
- ACCESS DRIVES: 6" COMPACTED GRAVEL - MIN WITH COMPACTED SUBGRADE
- PARKING SURFACES: 6" COMPACTED GRAVEL OR COMPACTED SUBGRADE; OVERLAP PARKING - GRAVEL GRASS PARKING AREA - MIN
- ADA PARKING SPACES: 4" CONCRETE PAVEMENT WITH 6" COMPACTED GRAVEL SUBGRADE
- MULTI-USE AREAS: 4" COMPACTED FINE GRAVEL - MIN WITH COMPACTED SUBGRADE
- PARKING REQUIREMENTS:

USE:	SPACES REQ'D FOR:	# REQUIRED:
CORPORATE RETREAT	1 PER 5 VEHICLES	100 VEHICLES
GUEST ROOMS	1 PER 2 GUEST ROOMS	60 SLEEPING ROOMS
SHIPPING POOL	ACCESSORY USE	NONE
CARING (1 BUMP)	1 PER SLEEPING ROOM	41 SLEEPING ROOMS
AUDITORIUM	1 PER 5 SEATS	80 SEATS
RESTAURANT	1 PER 100 SQUARE FEET	500 SQ FT
	TOTAL :	171

20 STALLS (INCLUDING ADA STALLS)  
248 OVERLAP SPACES

OVERLAP PARKING SHALL BE PROVIDED IN AREAS AS SHOWN ON PLAN. NOT ALL FACILITIES WILL BE OCCUPIED SIMULTANEOUSLY. PROVIDED PARKING IS ADEQUATE FOR DESIGNATED FUNCTIONAL OFFSET USES OF PROPERTIES PROPOSED ON SITE.

Approved & Released  
Case No. 8-11574 Date: 5/12/11  
Planner: [Signature]  
Inspector: [Signature]  
Approved by: [Signature]  
Date: 5/10/11

RELEASE:	DATE:
1.0	12/10
2.0	12/10
3.0	12/10
4.0	2/11
5.0	3-15-11
6.0	3-24-11

SP-1

A SITE PLAN FOR  
"THE WOODS"  
A CORPORATE RETREAT  
DOUGLAS COUNTY, KANSAS

PROJECT 8 26955  
NOVEMBER 2, 2010

RECEIVED  
MAY 11 2011  
By County Planning Office  
Lawrence, Kansas

**paul werner**  
ARCHITECTS

645 COLUMBIA DRIVE  
SUITE 300  
LAWRENCE, KS 66044  
OFFICE: 785.836.8400  
FAX: 785.836.0800

DEVELOPER:  
DPC OF LAWRENCE  
640 HANSCADETTES  
SUITE 300  
LAWRENCE, KS 66044  
OFFICE: 785.836.8400  
FAX: 785.836.0800

BUILDER:  
DPC OF LAWRENCE  
640 HANSCADETTES  
SUITE 300  
LAWRENCE, KS 66044  
OFFICE: 785.836.8400  
FAX: 785.836.0800

SP-1A: JUNE 2011  
THIS DRAWING IS CONTROLLED BY PAUL WERNER ARCHITECTS, L.L.C. ANY CHANGES MUST BE APPROVED BY THE ARCHITECT OR THE REGISTERED PROFESSIONAL ARCHITECT OF PAUL WERNER ARCHITECTS, L.L.C.





## MEMORANDUM

To : Board of County Commissioners

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

Date : February 1, 2013

Re : Approval of agreement for consulting engineering/surveying services  
New Public Works facility property development  
Project No. 2012-18

Bartlett & West, Inc. is a member of the consulting team chosen for the development of a new public works facility on county-owned property on 25<sup>th</sup> Street east of the county jail. The county's contract with our architect, Clark-Huesemann, stipulates we will contract separately for a topographic survey of the property that will serve as the base drawing for all site improvements.

In an effort to reduce costs, the lump sum cost for preliminary and final platting was removed from the architect's contract. Alternatively, we wish to contract directly with Bartlett & West and pay for these services on an hourly basis with a not-to-exceed cost. This should allow this department to assist with some associated tasks in an effort to reduce the consultant's billable hours.

The Lawrence/Douglas County Planning department also requires a sanitary sewer study, an updated drainage study, and a full traffic study for the development. These tasks are also included in the attached agreement.

Under terms of the attached agreement, Bartlett & West, Inc. will bill Douglas County for hourly services with a not-to-exceed cost of \$30,950.00. Funds are available in a Public Works Facility account in the Equipment Reserve fund.

Action Required: Consent Agenda approval of an agreement in the not-to-exceed amount of \$30,950.00 with Bartlett & West, Inc. for engineering and surveying services associated with the development of a new Public Works facility.

## **ENGINEERING SERVICES AGREEMENT**

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Bartlett & West, Inc. ("Engineer"), as of the \_\_\_\_\_ of \_\_\_\_\_ 2013 (the "Effective Date").

### **RECITALS**

WHEREAS, County desires to employ Engineer to provide professional engineering services in the completion of surveying, rezoning and platting tasks in Douglas County, Kansas, in connection with Douglas County Project No. 2012-18 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

### **TERMS OF AGREEMENT**

NOW THEREFORE, in consideration of the promises contained in this Agreement, County employs Engineer and Engineer agrees to provide professional engineering services as follows:

#### **I. DEFINITIONS**

In addition to other terms defined in the body of this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a consistent meaning:

"Additional Services" means any services requested by County which are not covered by Exhibit A.

"Agreement" means this contract and includes change orders issued in writing.

"County Engineer" means the person employed by County with the title of County Engineer, who is licensed to practice engineering in the State of Kansas.

"Engineer" means the company or individual identified in the preamble of this Agreement. Engineer shall employ for the services rendered engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents identified in the Contract for Construction of the Project, including Engineering Documents. All terms defined in the General Conditions of the Contract for Construction shall have the same meaning when used in this Agreement unless otherwise specifically stated, or in the case of a conflict, in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums and correspondence related to the Engineering Services.

“Engineering Services” and “Services” mean the professional services and other acts or duties required of Engineer under this Agreement, together with Additional Services as County may request and as evidenced by a supplemental agreement pursuant to the terms of this Agreement.

“Project” means the Douglas County project identified above in the Recitals.  
“Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment, and appropriate professional interpretations of all of the foregoing.

## **II. COMPENSATION**

Engineer’s compensation and related matters are as follows:

### **A. MAXIMUM TOTAL FEE AND EXPENSE**

Engineer’s fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Estimate of Engineering Fee (attached hereto as Exhibit B and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed \$30,950.00 (“Total Maximum Fee”). The Total Maximum Fee is based on the scope of Services outlined in Exhibit A, attached hereto and incorporated herein by reference, which Services shall be completed on or before December 31, 2013. Engineer’s fees and expenses shall not exceed the amounts for each task as detailed in Exhibit B. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

### **B. HOURLY RATE**

Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule in Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without written approval by County.

### **C. REIMBURSABLE EXPENSES**

Reimbursable expenses shall be included in the Total Maximum Fee and shall be reimbursed at Engineer’s actual cost, without mark-up. Reimbursable expenses must be authorized by County and include expenses of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by County, and other costs as authorized by County. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records documenting reimbursable expenses shall be made available to County if requested in writing. Production of these documents shall be made at Engineer’s office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

**D. SALES TAX EXCLUDED**

Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be legally imposed, County shall reimburse Engineer for such taxes in addition to the contractual amounts provided. Engineer, however, shall use County's sales tax exemption where applicable, and County need not reimburse Engineer for sales or use taxes Engineer pays in transactions legally exempt from such tax.

**E. BILLING**

Engineer shall bill County monthly for all its fees and reimbursable expenses. Monthly pay requests must generally be received by the 5th day of the month. The bill submitted by Engineer shall itemize the Services and reimbursable expenses for which payment is requested, and shall be deemed to include a representation by Engineer to County that the Services have proceeded to the point stated in the bill and that amounts requested in the bill are due and owing pursuant to this Agreement. County agrees to pay Engineer within 10 days after approval by the governing body or 30 days after the invoice is received, whichever is later.

**F. COUNTY'S RIGHT TO WITHOLD PAYMENT**

In the event County becomes credibly informed that any material representations of Engineer provided in its monthly billing are wholly or partially inaccurate, County may withhold payment of disputed sums then, or in the future, otherwise due Engineer until the inaccuracy and the cause thereof is corrected to County's reasonable satisfaction. In the event County questions some element of an invoice, that fact shall be made known to Engineer as soon as reasonably possible. Engineer will assist in resolution of the matter and transmit a revised invoice if necessary. County shall pay the undisputed portion of any invoice as provided in Paragraph E above.

**G. PROGRESS REPORTS WITH PAY APPLICATIONS**

A written progress report, as set out in Exhibit C (attached hereto and incorporated herein by reference) must be submitted with each monthly bill, indicating the percentage completion of each specific design task and those tasks that will be performed the following month. This report will serve as support for payment to Engineer.

**H. CHANGES IN SCOPE**

For substantial modifications in authorized Project scope and/or substantial modifications of drawings and/or specifications previously accepted by County, when requested by County and through no fault of Engineer, Engineer shall be compensated for the time required to incorporate such modifications at Engineer's standard hourly rates per Exhibit B. An increase in Total Maximum Fee or contract time, however, must be requested by Engineer and must be approved through a written supplemental agreement prior to performing such Services. Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Engineer's negligence, error, or omission.

## **I. ADDITIONAL SERVICES**

Engineer shall provide services in addition to those described in this Agreement, including Exhibit A, when such services are requested in writing by County. Prior to providing any such Additional Services, Engineer shall submit a proposal outlining the Additional Services and an estimation of total hours and a maximum fee, based upon the Fee Schedule in Exhibit B. Payment to Engineer, as compensation for these Additional Services, shall be in accordance with the Fee Schedule in Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid at actual cost. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records of reimbursable expenses pertaining to Additional Services shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

## **III. RESPONSIBILITIES OF ENGINEER**

Engineer shall furnish and perform the Engineering Services in all tasks of the Project, as specifically provided in Exhibit A and which are required for the completion of the Project, according to the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein. Such services shall include the following services during the following Project tasks:

- A. TOPOGRAPHIC & BOUNDARY SURVEYING**
- B. REZONING APPLICATION**
- C. PRELIMINARY PLATTING**
- D. FINAL PLATTING**
- E. AP-76 SANITARY SEWER STUDY**
- F. UPDATED DRAINAGE CALCULATIONS**
- G. TRAFFIC IMPACT STUDY**
- H. GENERAL DUTIES AND RESPONSIBILITIES**

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Steve Marino, RLS (Survey Manager) & Darron R. Ammann, RLA, LEED AP – Vice President ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.

2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.
3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit B; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.
4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, in addition to those described in Exhibit A, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.
5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.
6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.
7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.
8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.

9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.
10. Project Coordination: All engineering task items will be coordinated with the overall design schedule and intent of the project in conjunction with tasks being completed by the Clark-Huesemann architectural design team

#### **IV. RESPONSIBILITIES OF COUNTY**

##### **A. GENERAL DUTIES AND RESPONSIBILITIES**

County shall have the following general duties and responsibilities:

1. Communication: County shall provide to Engineer information and criteria regarding County's requirements for the Project, examine and timely respond to Engineer's submissions, and give notice to Engineer whenever County observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: County shall procure and provide access agreements for Engineer to enter public and private property when necessary.
3. Program and Budget: County shall provide full information stating County's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
4. Other Engineers: County may contract with "specialty" engineers when such services are requested by Engineer.
5. Testing: County shall furnish any tests required to supplement the scope of services or tests required by law.
6. Bond Forms: County shall furnish all bond forms required for the Project.
7. Project Representative: County Engineer, or County Engineer's designee, shall represent County in coordinating the Project with Engineer, with authority to transmit instructions and define policies and decisions of County.
8. Payment: Pay Engineer its fees and reimbursable expenses in accordance with this Agreement.

#### **V. PROJECT SCHEDULE**

The Project Schedule is set forth in Exhibit D, attached hereto and incorporated by reference. Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

## **VI. SUSPENSION OR TERMINATION OF THE CONTRACT**

### **A. SUSPENSION BY ENGINEER**

Engineer may suspend performance of the Services under this Agreement if County consistently fails to fulfill County's material obligations under this Agreement, including County's failure to pay Engineer its fees and costs, within 15 days of Engineer's delivery to County of written notice of such default; provided, however, that Engineer may not suspend performance of Services based upon non-payment of fees or costs that is subject to a bona fide dispute, for which this Agreement authorizes County to withhold payment. Any such suspension shall serve to extend the contract time on a day for day basis.

### **B. TERMINATION BY ENGINEER**

Engineer may terminate this Agreement upon 15 days written notice to County if (i) County suspends performance of the Services for its convenience for a period of 60 consecutive days through no act or fault of Engineer or a subcontractor or their agents or employees or any other persons or entities performing portions of the Engineering Services under direct or indirect contract with Engineer, or (ii) Engineer has suspended the performance of its Services for a period of 60 consecutive days pursuant to Section VI.A. above; and, during said 15 day written notice period, County has failed to cure its default. If Engineer terminates this Agreement, County shall pay Engineer such amounts as if County terminated this Agreement for its convenience pursuant to Section VI.E.

### **C. TERMINATION BY COUNTY FOR CAUSE**

County may terminate this Agreement for cause upon 7 days written notice to Engineer: (i) persistently or repeatedly refuses or fails to supply enough qualified workers or proper materials; (ii) assigns or subcontracts any part of the Engineering Services without County's prior written consent; or (iii) otherwise is guilty of substantial breach of this Agreement; and, during said 7 day written notice period, Engineer fails to cure its default.

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. In addition, County may without prejudice to any other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

If the Engineer for any reason is not allowed to complete all the Services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness of constructability of the construction documents prepared by the Engineer if changed or completed by the County or by another party. Accordingly, the County agrees, to the fullest extent permitted by the law, to waive and release the Engineer, its officers, directors, employees, and subconsultants from any damages, liabilities or costs, including reasonable



attorney's fees and defense costs arising from such change or completion by any other party of any construction documents prepared by the Engineer.

**D. SUSPENSION BY COUNTY FOR CONVENIENCE**

County may, without cause, order Engineer in writing to suspend, delay or interrupt the Engineering Services in whole or in part for such period of time as County may determine.

The Total Maximum Fee and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption.

**E. TERMINATION BY COUNTY FOR CONVENIENCE**

County may, at any time, terminate this Agreement for County's convenience and without cause. Upon receipt of written notice from County of such termination for County's convenience, Engineer shall: (i) except for Engineering Services directed to be performed prior to the effective date of termination as stated in the notice, cease operations under this Agreement; and (ii) take actions necessary or that County may direct, for the protection and preservation of the Engineering Services and Engineering Documents.

If County terminates this Agreement for its convenience, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. County shall compensate Engineer for all Services completed prior to receipt of the termination notice or performed pursuant to the termination notice. County need not pay, and Engineer waives, compensation for Engineering Services not actually provided, anticipatory profit or consequential damages.

**VII. GENERAL PROVISIONS**

**A. DISPUTE RESOLUTION**

County and Engineer agree that disputes relative to the Project should first be addressed by direct negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute and assuming County has not terminated this Agreement, Engineer shall proceed with the Services in accordance with this Agreement as if no dispute existed.

**B. OWNERSHIP OF ENGINEERING DOCUMENTS**

All documents and electronic files prepared or furnished by Engineer pursuant to this Agreement are instruments of Engineer's professional service, and Engineer shall retain an ownership and property interest therein. Engineer grants the County a perpetual license to use and modify instruments of Engineer's professional services for the purpose of constructing, occupying, maintaining, altering and adding to the Project and future projects relating to, incorporating, or in the vicinity of the Project. Topographic data collected by the Engineer pursuant to this Agreement shall be considered a part of the instruments of Engineer's professional service and the County's license to use this information pertains only to the portions of this data directly related to this Project. Reuse or modification of any such licensed documents, electronic files or other data by the County, shall be at the County's sole risk and without liability to Engineer, and the County agrees to indemnify and

hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the County or by others acting through the County, except the County does not agree to indemnify or hold engineer harmless from Engineer's own negligence.

### C. INSURANCE

Engineer shall maintain throughout the term of this Agreement the following insurance coverage:

1. Professional Liability: Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the annual aggregate, which insurance shall be maintained not only during the term of this Agreement but also for a period of 3 years after completion of the Project.
2. Commercial General Liability: Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. The policy shall include personal injury, products/completed operations, and contractual liability,
3. Worker's Compensation: Worker's Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability: Employer's Liability Insurance in amounts not less than the following:

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$500,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)
5. Automobile Insurance: Automobile Liability Insurance in an amount not less than \$1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:
  - a) Cover all subconsultants in its insurance policies; or
  - b) Require each subconsultants not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.
7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.
8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to

substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:

- a) Is licensed to do business in the State of Kansas;
- b) Carries a Best's Policyholder rating of A or better; and
- c) Carries at least a Class X financial rating.

All general and automobile liability insurance shall be written on an occurrence basis. County shall be shown as an additional insured on all required insurance policies except professional liability, automobile, and worker's compensation. Each required insurance policy shall contain a provision by which County must be given 30 days notice prior to any insurance policy cancellation. Engineer shall provide County with acceptable certificates of such insurance evidencing the required insurance coverage before County issues its Notice to Proceed, at County's reasonable request, from time to time during the term of this Agreement.

#### **D. INDEMNITY**

Engineer hereby agrees to indemnify and hold harmless County and its departments, divisions, officers, employees and elected officials from all loss, damage, cost and expenses, including reasonable attorneys' fees and expenses, incurred by or on behalf of any of the foregoing arising out of or related to personal or bodily injury or property damage, that to the extent arise from or related to the wrongful acts or negligent acts, errors or omissions of Engineer or its employees, agents or subconsultants. The provisions of this section shall survive the termination of this Agreement.

#### **E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement, including the Maximum Fee and contract time and other terms and conditions, may be amended only by a written supplemental agreement signed by County and Engineer, except in the case of an emergency situation, in which case County Engineer may give verbal and facsimile approval to be followed by a written and signed supplemental agreement. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including, but not limited to, Maximum Fee and contract time, is a requirement of any insurance policy held by Engineer as a requirement of this Agreement, the provision of such notice shall be Engineer's responsibility.

#### **F. APPLICABLE LAW**

This Agreement shall be governed by, and is to be construed and enforceable in accordance with, the laws of the State of Kansas and the codes and established policies of County.

#### **G. ASSIGNMENT OF AGREEMENT**

This Agreement shall not be assigned or transferred by either party without the written consent of the other party.

**H. NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**I. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via County)**

31 U.S.C. Section 1352 requires all subgrantees, contractors, and engineers who receive federal funds via County to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Engineer shall obtain the necessary forms from County, execute such forms, and return such forms to County. Engineer shall also obtain executed forms from any of its subcontractors who fall within the provisions of the statute and provide such forms to County.

**J. COVENANT AGAINST CONTINGENT FEES**

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**K. COMPLIANCE WITH LAWS**

Engineer shall abide by applicable federal, state and local laws, ordinances and regulations applicable to this Project that are in effect as of the date of Services rendered until the Engineering Services required by this Agreement are complete. Engineer shall secure all occupational and professional licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

**L. NOTICES**

Any notice or other communication required or permitted by this Agreement shall be made in writing to the address specified below:

Engineer: Darron R. Ammann, RLA, LEED AP – Vice President  
Bartlett & West, Inc.  
544 Columbia Drive  
Lawrence, KS 66049

County: Keith A. Browning, P.E.  
Douglas County, Kansas  
1242 Massachusetts

Nothing contained in this Section, however, shall be construed to restrict the transmission of routine communications between Engineer and County.

**M. TITLES AND SUBHEADINGS**

Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

**N. SEVERABILITY CLAUSE**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**O. NON-DISCRIMINATION**

Engineer agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if Engineer is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by County; and (f) if it is determined that Engineer has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by County.

**P. WAIVER**

A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**Q. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of the parties.

**R. RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to make County a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other.

**S. AUTHORITY TO SIGN**

The individual signing this Agreement on behalf of Engineer represents that such person is duly authorized by Engineer to execute this Agreement on behalf of Engineer and, in doing so, that Engineer becomes bound by the provisions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, effective as of the Effective Date.

**ENGINEER:**

Bartlett & West, Inc.  
(Name of Engineering Firm)



By: \_\_\_\_\_  
Engineer's Authorized Signatory

Darron R. Ammann, RLA, LEED AP  
Printed Name

Vice President  
Title

**COUNTY:**

DOUGLAS COUNTY, KANSAS

By: \_\_\_\_\_

\_\_\_\_\_  
Mike Gaughan, Chair  
Board of County Commissioners

**ATTEST:**

\_\_\_\_\_  
Douglas County, Clerk

Exhibits:

- A. Scope of Services
- B. Fee Schedule
- C. Form of Progress Reports
- D. Project Schedule
- E. CAD Requirements (if referenced in Exhibit A)

## **EXHIBIT A**

### **Task A - Topographic survey & boundary survey**

- A topographical survey of key points on your property necessary for future design together with an area 25', more or less, on adjacent areas to said property to establish grades and utility locations in conjunction with existing city/county Lidar data that is available
- Collecting boundary information, setting, resetting, and verifying lot corner monuments and certifying their existence and location, as well as verifying road rights-of-way widths and all easements encumbering or benefiting the subject property
- A CAD file base map that will be used for concepts, platting, preliminary and final design

### **Task B - Rezoning Application**

- Application paperwork and required submittal review fees
- Complete rezoning exhibit and submit necessary copies to City of Lawrence Planning & Developmental Services Department staff
- Attendance at one (1) meeting with the City of Lawrence Planning & Developmental Services Department staff
- Attendance at one (1) Planning Commission meeting
- Attendance at one (1) City Commission meeting

### **Task C - Preliminary Platting process**

- Application paperwork and required submittal review fees
- Calculation of required final boundary and any other interior lot lines
- Complete preliminary plat drawing as required and submit necessary copies to City of Lawrence Planning & Developmental Services Department staff
- Attendance at one (1) meeting with the City of Lawrence Planning & Developmental Services Department staff
- Attendance at one (1) Planning Commission meeting
- Attendance at one (1) City Commission meeting

### **Task D - Final Platting process**

- Application paperwork and required submittal review fees
- Calculation of required final boundary and any other interior lot lines
- Complete final plat drawing as required and submit necessary copies to City of Lawrence Planning & Developmental Services Department staff
- Attendance at one (1) meeting with the City of Lawrence Planning & Developmental Services Department staff
- Master Street Tree Plan drawing and paperwork documentation
- Coordination with Douglas County Surveyor for plan review prior to filing
- Survey Reference Reports provided to Douglas County Surveyor
- Mylar prints of minor subdivision plat document
- Filing and Recording Fees with the Douglas County Register of Deeds
- Field work by surveyors to set or reset new and existing boundary corner pins



**Task E – AP-76 Sanitary Sewer Study (required with Site Plan)**

- A general study in coordination with the City of Lawrence Utilities Department of existing sanitary sewer capacity and future anticipated sanitary sewer loads from the subject property based on assumed building usage

**Task F – Updated Drainage Calculations (required with Site Plan)**

- A multi-page letter with additional drainage calculations to the City of Lawrence storm water engineer indicating that the runoff can be directly discharged into the adjacent existing detention ponds and will not require a new full drainage study or additional on-site detention ponds.

**Task G – Traffic Impact Study (required with Site Plan)**

- A general study of existing traffic volumes and patterns (turning movements)
  - Assumed to be Traffic Counts at 25<sup>th</sup> Street & Franklin AND Franklin & K-10 Highway
- A general study of future anticipated trip generation based on the estimated number of employees and the estimated number of residents
- A general study of future trip distribution based on the estimated number of employees and the estimated number of residents
- Provide the required number of reports to Planning with the PUD submittal as required

**EXHIBIT B**  
**BARTLETT & WEST, INC.**  
**2013 SCHEDULE OF HOURLY CHARGES**  
**Effective January 1, 2013**

Engineer XI/Landscape Arch XI	\$195.00		
Engineer X/Landscape Arch X	185.00	Right-of-Way Technician V	\$95.00
Engineer IX/Landscape Arch IX	175.00	Right-of-Way Technician IV	86.00
Engineer VIII/Landscape Arch VIII	160.00	Right-of-Way Technician III	78.00
Engineer VII/Landscape Arch VII	145.00	Right-of-Way Technician II	69.00
Engineer VI/Landscape Arch VI	132.00	Right-of-Way Technician I	59.00
Engineer V/Landscape Arch V	122.00		
Engineer IV/ Landscape Arch IV	112.00	GIS Coordinator VII	\$195.00
Engineer III/Landscape Arch III	102.00	GIS Coordinator VI	175.00
Engineer II/Landscape Arch II	92.00	GIS Coordinator V	165.00
Engineer I/Landscape Arch I	82.00	GIS Coordinator IV	150.00
		GIS Coordinator III	135.00
		GIS Coordinator II	120.00
		GIS Coordinator I	110.00
Engineering Technician XI	\$155.00		
Engineering Technician X	135.00		
Engineering Technician IX	120.00		
Engineering Technician VIII	102.00	GIS Developer/DBA V	\$150.00
Engineering Technician VII	95.00	GIS Developer/DBA IV	135.00
Engineering Technician VI	88.00	GIS Developer/DBA III	120.00
Engineering Technician V	79.00	GIS Developer/DBA II	110.00
Engineering Technician IV	70.00	GIS Developer/DBA I	105.00
Engineering Technician III	62.00		
Engineering Technician II	56.00		
Engineering Technician I	51.00	GIS Analyst V	\$120.00
		GIS Analyst IV	110.00
		GIS Analyst III	100.00
		GIS Analyst II	90.00
		GIS Analyst I	80.00
Surveyor VIII	\$128.00		
Surveyor VII	120.00		
Surveyor VI	110.00		
Surveyor V	100.00		
Surveyor IV	92.00	GIS Technician IV	\$82.00
Surveyor III	82.00	GIS Technician III	72.00
Surveyor II	72.00	GIS Technician II	61.00
Surveyor I	62.00	GIS Technician I	50.00
Survey Technician VI	\$79.00	Computer Systems Manager	\$113.00
Survey Technician V	69.00	Systems Analyst	113.00
Survey Technician IV	59.00	Network Administrator	92.00
Survey Technician III	51.00	IS Support Specialist	63.00
Survey Technician II	46.00	Computer Systems Technician III	75.00
Survey Technician I	40.00	Computer Systems Technician II	65.00
		Computer Systems Technician I	53.00
Field Representative X	\$125.00	Administrator V	\$105.00
Field Representative IX	118.00	Administrator IV	90.00
Field Representative VIII	105.00	Administrator III	78.00
Field Representative VII	95.00	Administrator II	71.00
Field Representative VI	85.00	Administrator I	61.00
Field Representative V	76.00		
Field Representative IV	68.00	Administrative Technician V	\$64.00
Field Representative III	61.00	Administrative Technician IV	57.00
Field Representative II	55.00	Administrative Technician III	50.00
Field Representative I	49.00	Administrative Technician II	45.00
		Administrative Technician I	39.00
Right-of-Way Specialist III	\$150.00		
Right-of-Way Specialist II	130.00		
Right-of-Way Specialist I	115.00	Client Services Representative	\$75.00

**EXHIBIT C**  
**PROGRESS REPORTS**

Progress reports shall include the following:

1. Status of survey, rezoning, studies or platting: List each principal task and the percentage complete.
2. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.
3. Issues which need direction from County: List all items where further direction from County is needed by Engineer in order to complete the Project within the Project Schedule detailed in this Agreement.
4. Issues which may present a problem for meeting the Project Schedule: List all issues and problems which may prevent a timely completion of the plans or which may create a problem during construction.

**EXHIBIT D**  
**TENTATIVE PROJECT SCHEDULE**

Begin Topographic & Boundary Surveying field work – Mid-February

Complete initial Topographic & Boundary Surveying field work – Late February

Preparation of Rezoning and Preliminary Platting documents – Early March

Submit Rezoning application and Preliminary Platting documents – March 18

Planning Commission Meeting for Rezoning application & Preliminary Plat – May 20

City Commission Meeting for Rezoning application & Preliminary Plat – June 11

Submit Final Plat – TBD

Drainage, Sanitary Sewer & Traffic Studies – TBD (along with Site Plan)

NOTE: All items will be coordinated with the overall design schedule and intent of the project in conjunction with tasks being done by the Clark-Huesemann architectural design team, which may/may not impact the completion/submittal schedule noted above.

**EXHIBIT E**  
**CAD REQUIREMENTS**

1. Software requirement: Civil 3D (Version 2012 preferred). A layer list for each project shall accompany the digital media. Ensure that all objects are on their proper layers.
2. Project drawings shall be developed by the Consultant using Civil 3D and made available to the County on digital media. Two sets of final plans will be submitted on 24"x36" bond paper and sealed by the professional engineer responsible for the project. These two sets of plans will be signed by the Director of Public Works for Douglas County. One set will be returned to the Consultant for their permanent records and one set will be retained by Douglas County for their permanent records.
3. Once all signatures have been placed on the plans, the Consultant shall provide a digital version of the final signed and sealed plans in both .pdf and .dwf format. Also, submit the base drawing, topographic drawing, and the sheet layouts in Civil 3D and .dxf format.
4. Acceptable Digital Media: DVD.
5. Compression Utilities: If a compression utility is used, save file(s) as "self-extracting" file(s).



## DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5873 Fax (785) 832-5148  
ehorn@douglas-county.com

**Eileen Horn**  
Sustainability Coordinator

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**TO:** County Commission of Douglas County  
**FROM:** Eileen Horn, Sustainability Coordinator  
Bill Bell, Maintenance Director  
**CC:** Craig Weinaug, County Administrator  
Sarah Plinsky, Assistant County Administrator

**Date:** January 31, 2013

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### **RE: Courthouse HVAC Upgrade Project**

The Douglas County Courthouse has an HVAC system with an aging pneumatic control system. By replacing this system with energy efficient equipment, we will achieve better control of the facility's heating and cooling systems, increase occupant comfort, and reduce energy usage and costs.

The project will include: Retrofit of the air handler, (63) terminal boxes, hot water system, chilled water system, and the hot water radiation loop. Variable frequency drives will be added to the air handler for a more energy efficient system and for more efficient static pressure control. All pneumatic damper operators and valve operators will be replaced for this project, eliminating the need for the air compressor. The terminal boxes will be retrofitted with new controls and converted to variable air volume boxes which will improve the space comfort level and energy efficiency of the building.

This project will increase occupant comfort, while reducing energy usage and costs. With the implementation of this project, Control Service Company anticipates a reduction in overall electric usage by 22% and natural gas usage reduction of 18%.

Due to this project's energy saving focus, a portion of the project (\$53,800) will be supported by the Sustainability Fund within Equipment Reserve.

Total Project Cost: \$155,000

\$ 53,800 (*Paid from Sustainability Fund within Equipment Reserve*).

\$101,200 (*Paid with CIP funds*).

Anticipated Annual Energy Savings: \$11,000

Recommended Action:

**Staff recommends proceeding with this project in 2013 to begin capturing energy and cost savings.**