

*Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.*

## **AGENDA**

### **BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, April 13, 2016 | 8:30 a.m.**

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#### **TO BE HELD IN THE ANNEX COMMISSION CHAMBERS**

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**A. CALL TO ORDER**

**B. ROLL CALL:**

Waymire    Howard    Dunn    Harris    Renoud

**C. PLEDGE OF ALLEGIANCE**

**D. INVOCATION:**

1. Invocation Led By Pastor Aaron Harshaw, Grace Gospel Church, Ottawa.

**E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

**F. PUBLIC COMMENT:**

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under '**Public Comment**' may become agenda items at a later date.

**G. CONSENT AGENDA:**

Items listed on the '**Consent Agenda**' are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the '**Consent Agenda**' and placed on the regular agenda '**Items of Business.**'

1. Consider And Approve Franklin County Minutes For April 6, 2016.
2. Consider And Approve Claim Vouchers And Tax Change Orders.

**H. ITEMS OF BUSINESS:**

1. Discussion Of 2015 Budget Wrap-Up For The Sheriff's Department (Sheriff Dept., Jail, 911). Jon Holmes, Administration

Documents:

[2016 0413 budget wrap up.pdf](#)

2. Consider A Motion To Approve The Solid Waste Department To Accept Applications And Hire For Two Seasonal Laborers For A Period Not To Exceed 1000 Hours. Jon Hiatt, Solid Waste Director

Documents:

[2016 0413 cv solid waste seasonal worker.pdf](#)

3. Receive And Approve Health Department First Quarter, 2016 Report And Write-Off's And 2017 Grant Update. Midge Ransom, Health Department Director

Documents:

[2016 0413 cv health dept first qtr report.pdf](#)  
[quarter 1 2016 activity report.pdf](#)  
[fchd aging qtr 1.pdf](#)  
[frco\\_health\\_department\\_04\\_05\\_16\\_10\\_50\\_11\\_20759.pdf](#)

4. Consider And Approve Contract Between Franklin County And KDHE For The Corrective Action Of The Illegal Dump Site At 2926 Allen Terrace. Larry Walrod, Planning & Building Director

Documents:

[04132016 reeder illegal dump site cleanup.pdf](#)

5. Consider Setting A Public Hearing For April 27, 2016 Concerning The Vacation Of Neosho Road From Tennessee Road East Approximately 1,700 Ft. To The End Of The Existing Open Road. James M. Haag, Jr., Public Works Director

Documents:

[2016 0413 cv vacate neosho rd from tenn rd e.pdf](#)  
[neosho rd map.pdf](#)

6. Consider Authorizing The Chairman Execute The Agreement For The Federal Fund Exchange Program. James M. Haag, Jr., Public Works Director

Documents:

[2016 0413 cv federal fund exchange program.pdf](#)  
[federal fund exchange.pdf](#)

7. Consider Approving The 2017 Noxious Weed Control Plan. James M. Haag, Jr., Public Works Director

Documents:

**I. STAFF REPORTS**

**J. COMMISSIONER COMMENTS AND BOARD REPORTS**

**K. CONSIDER A MOTION FOR ADJOURNMENT**

**L. INFORMATION AND ANNOUNCEMENTS:**

1. UpComing Events

- SEK Regional Meeting on April 14, 2016.
- Commission Study Session on April 18, 2016 at 8:30 A.M.
- Commission Meeting on April 20, 2016 at 8:30 A.M.
- Joint City/County/School Board Luncheon on April 20, 2016 at USD 290 at Noon.
- Commission Meeting on April 27, 2016 at 8:30 A.M.
- Commission Study Session on May 2, 2016 at 8:30 A.M.
- Commission Meeting on May 4, 2016 at 8:30 A.M.
- Commission Meeting on May 11, 2016 at 8:30 A.M.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Jon Holmes  
Department: Administration  
Date: 4/13/2016

## **AGENDA ITEM NARRATIVE**

Discussion of 2015 Budget Wrap-Up For The Sheriff's Department (Sheriff Dept., Jail, 911).

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

## **ATTACHMENTS**

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Jon Hiatt  
Department: Solid Waste  
Date: 4/13/2016

## **AGENDA ITEM NARRATIVE**

Consider a motion to approve the Solid Waste Department to accept applications and hire for two seasonal laborers for a period not to exceed 1000 hrs.

## **BACKGROUND**

The Franklin County Transfer Station is in need of a large amount of landscaping and general upkeep maintenance done, and with present staffing we are unable to perform these duties.

## **SPECIFIC ACTION REQUESTED**

Consider a motion to approve the Solid Waste Department to accept applications and hire for two seasonal laborers for a period not to exceed 1000 hrs.

## **ATTACHMENTS**

None.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Midge Ransom  
Department: Health  
Date: 4/6/2016

## **AGENDA ITEM NARRATIVE**

Receive and Approve Health Department First Quarter, 2016 Report and Write-Off's and 2017 Grant Update.

## **BACKGROUND**

The 2016 First Quarter Report demonstrates the income derived from insurance and self-pay services. Write offs for the quarter due to insurance and sliding scale equal \$22,326.20.

State grant application for SFY 2017 is equal to \$184,875.07. It is likely that the Preparedness funds will be decreased by over 5% due to shifting of CDC funds to the Zika virus containment effort.

## **SPECIFIC ACTION REQUESTED**

Approve the Quarter 1 write offs.

## **ATTACHMENTS**

Quarter 1 Report  
KDHE Grant application summary page



**Public Health**  
Prevent. Promote. Protect.

**Franklin County Health Department**  
1418 South Main, Suite 1  
Ottawa, Kansas 66067

Mary "Midge" Ransom, Director  
785-229-3530 (phone)  
785-229-3529 (fax)  
[mransom@franklincoks.org](mailto:mransom@franklincoks.org)

## Quarter 1, 2016 Activity Report

### Clinic visits:

Immunization Patients = 557  
Car Seat Program (KTRSO) = 19  
All Other = 550

### Community Activities

Chronic Disease Risk Reduction  
Girls on the Run  
Spring Fling Bicycle Ride on the Trail  
Play Task Force – Park Build on Cherry St.  
Food Policy Pilot – USD 290 concessions

Public School Educational Presentations  
Sexually Transmitted Diseases  
Tobacco Prevention

Promotional Events  
STD "Spring Cleaning"  
Breast Feeding  
RMH Health Fair  
First Friday Forum

### Trainings:

WIC Annual Meeting  
HCI (Kansas Health Foundation) convening  
Food Policy Council – Farmer's Market (Jennifer Lauritsen & Keith Janssen)  
CDRR Annual Meeting

A/R Aging

FRANKLIN COUNTY HEALTH DEPARTMENT

2016 Quarter 1 ( 2016-01-01 to 2016-03-31)								
	Jan 2016		Feb 2016		Mar 2016		Total	
	Units	Amount	Units	Amount	Units	Amount	Units	Amount
BILLED CHARGES	411	\$35819.60	353	\$34546.90	420	\$37512.20	1184	\$107878.70
COPAY	411	\$0.00	353	\$0.00	420	\$0.00	1184	\$0.00
INSURANCE PAYMENTS(NON-CONTRACT)	837	\$66156.25	402	\$28518.91	335	\$28785.83	1574	\$123460.99
INSURANCE PAYMENTS (CONTRACT)	10	\$417.00	15	\$3045.50	36	\$6674.00	61	\$10136.50
PATIENT PAYMENTS	63	\$2475.96	81	\$2276.28	74	\$2035.70	218	\$6787.94
PATIENT PAYMENTS (COLLECTIONS)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
WRITE-OFF	13	\$330.63	7	\$238.58	11	\$232.72	31	\$801.93
INSURANCE ADJUSTMENTS	837	\$14535.63	411	\$2427.95	365	\$3523.32	1613	\$20486.90
CUSTOM PAYMENTS/CREDITS	3	\$152.80	0	\$0.00	2	\$26.21	5	\$179.01
BALANCE FORWARD CREDIT	2	\$36.56	0	\$0.00	0	\$0.00	2	\$36.56
OTHER PAYMENTS/CREDITS	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
DEBT SET OFF	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
BAD DEBT WRITE OFF	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
SFS ADJUSTMENTS	5	\$147.78	19	\$744.07	7	\$145.52	31	\$1037.37
<b>Total</b>		<b>\$84252.61</b>		<b>\$37251.29</b>		<b>\$41423.30</b>		<b>\$162927.20</b>
CUSTOM CHARGES/DEBITS	0	\$0.00	0	\$0.00	1	\$15.00	1	\$15.00
BALANCE FORWARD DEBIT	48	\$3304.74	18	\$726.89	7	\$146.35	73	\$4177.98
<b>Total</b>		<b>\$3304.74</b>		<b>\$726.89</b>		<b>\$161.35</b>		<b>\$4192.98</b>

Medicaid amounts included above:

Service Code Total: ALL

Number of Services / Amount:

Billed  
560 / \$17377.27

Paid  
560 / \$14997.28

Adjustments  
\$2371.29

To be completed by State Office – Date Received: \_\_\_\_\_

**Grant Application Signature Page**  
**State of Kansas Department of Health and Environment**

**Grant Period: July 1, 2016 – June 30, 2017**

1000 SW Jackson, Suite 340  
Topeka, Kansas 66612-1365

This form, complete with signatures, is required to complete your Aid to Local application package.  
Upload to Catalyst as an attachment on the Organization Summary Page.  
All applications due March 15, 2016.

Applicant: (Name of Agency) Franklin County Health Department

Street Address/PO Box 1418 S Main, Suite 1

City Ottawa Zip Code 66067

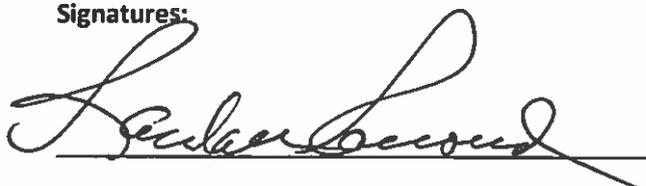
Name of Director Mary Ransom

Primary Contact Mary Ransom

Telephone of Primary Contact 785-229-3531

Child Care Licensing Program	
Chronic Disease Risk Reduction	80,124.58
Community-Based Primary Care Clinic Grant	
Disease Intervention	
Family Planning	37,802.16
Healthy Family Services	
HIV Prevention Program – Community	
HIV Prevention Program – Opt Out	
Immunization Action Plan	4,291.14
Maternal & Child Health	21,788.35
Pregnancy Maintenance Initiative (PMI)	
PREP	23,430.84
Public Health Emergency Preparedness	
Ryan White	
Special Health Care Needs	
State Formula	17,438.00
Teen Pregnancy Targeted Case Management	
WIC/ICP Collaborative	
<b>Total Funds Requested:</b>	<b>184,875.07</b>

Signatures:



President/Chairman Local Board of Health or Board of Directors

Date: 3-10-16



Administrator/Director

Date: 3-10-16

# FRANKLIN COUNTY

To: Franklin County	Reviewed:
Board Of County Commissioners	
From: Larry D. Walrod	Extension: 3571
Planning & Building Dept.	
Date: April 13, 2016	No:

## **ITEM:**

Contract between Franklin County and KDHE for the corrective action of the illegal dump site at 2926 Allen Terrace.

## **BACKGROUND:**

Beginning in March 2012, the County has notified Mr. Reeder, owner of the property located at 2926 Allen Terrace, that there were numerous unlicensed/inoperable vehicles, used tires, used construction waste, salvage materials and household waste being stored at the site in Violation of the Franklin County Zoning Regulations (see notice dated March 19, 2012).

During the past four (4) years some effort has been made from time to time to bring the site into compliance with the County requirements only to have the site cluttered again with more storage of similar materials as previously noted.

During the past two (2) years, Mr. Reeder has been notified numerous times of this continuing violation and to date there has been no progress to remove the vehicles and other materials.

On March 31, 2016 I met with Bob Medina, Bureau of Waste Management with the Kansas Department of Health and Environment, and after reviewing the site he suggested that the County pursue an "Illegal Dump Site Cleanup Grant".

## **RECOMMENDATION:**

Based on the suggestions of Mr. Medina, Staff recommends that the Board of County Commissioners authorize submitting an application to the Kansas Department of Health and Environment to seek grant funding to assist with the cleanup of the unauthorized dump-site located at 2926 Allen Terrace, Richmond, KS.

## **ATTACHMENTS:**

Notice of Violation Letters  
Copy of Deed  
Copy of Grant Application

**FRANKLIN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

LARRY D. WALROD, PLANNING DIRECTOR  
1428 S. MAIN, SUITE #5  
OTTAWA, KANSAS 66067-3547  
Office: (785) 229-3570 Fax: (785) 229-3504

**BOARD OF COUNTY COMMISSIONERS**

Colton M. Waymire, District 1  
Richard A. Howard, District 2  
Roy C. Dunn, District 3  
Steven W. Harris, District 4  
Donald R. Stottlemire, District 5

December 9, 2015

Kelly L. Reeder  
139 N. Cleveland St.  
Richmond, KS 66080

**Re: Zoning Violations: 2926 Allen Terrace**

Dear Mr. Reeder:

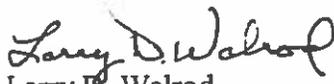
An inspection of your property located at 2926 Allen Terrace was made to determine if the materials, i.e. inoperable and/or unlicensed vehicles, boats, used construction materials, used tires and other salvage materials, had been removed and the property brought into compliance with the County Zoning Code and other Regulations.

The inspection noted that many of the materials previously cited in the earlier notices of Violation still remain on the site.

In addition, you had stated that you have sold the property to James Poe; however a research of the County records fails to find any deed recorded for the sale or conveyance of the property. Therefore, based on the failure to comply with the notices of violation, please be advised that I have forwarded a request with the County Counselor to initiate legal action/s with the District Court regarding this matter.

If you have any questions, please contact my office at (785) 229-3570 or Derek Brown, County Counselor, at (785) 229-3485.

Sincerely,

  
Larry D. Walrod  
Planning Director

cc: Derek Brown, County Counselor

**FRANKLIN COUNTY  
PLANNING AND BUILDING DEPARTMENT**

LARRY D. WALROD, PLANNING DIRECTOR  
1428 S. MAIN, SUITE #5  
OTTAWA, KANSAS 66067-3547  
Office: (785) 229-3570 Fax: (785) 229-3504

BOARD OF COUNTY COMMISSIONERS

Colton M. Waymire, District 1  
John E. Taylor, District 2  
David J. Hood, District 3  
Steven W. Harris, District 4  
Donald R. Stottfemire, District 5

March 19, 2012

Kelly L. Reeder  
139 N. Cleveland St.  
Richmond, KS 66080

**Re: Zoning Violation – Located at 2926 Allen Terrace**

Dear Ms. Reeder:

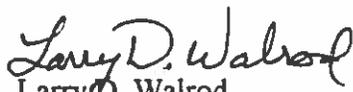
It has come to the attention of this office that there are several unlicensed/inoperable vehicles, household waste and other debris being stored on that certain real property located at 2926 Allen Terrace, Richmond, Kansas.

Research of the County records shows that you are the owner of said property and, therefore responsible for said property. The Franklin County Zoning Regulations do not allow storage of this nature unless conducted within an approved and licensed landfill facility or salvage yard. A review of the County records and the State of Kansas licensed Salvage Yard or approved Landfill operations fails to find such operation having been approved for the subject property.

Please be advised that this letter shall serve as "Official Notice of Violation". A re-inspection of the property will be made April 20<sup>th</sup>, 2012 to ensure that the Violation has been removed. Failure to comply with this notice will result in this matter being referred to legal counsel to initiate appropriate action in District Court.

One of the objectives of this office is to assist property owners in understanding and complying with the County Regulations. Therefore, if you have any questions regarding this notice or the County Zoning Regulations, please contact my office at (785) 229-3570.

Sincerely,

  
Larry D. Walrod  
Planning Director



# Illegal Dump Notification And Information Form

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

1000 SW Jackson, Suite 320 Topeka, KS 66612-1366

# \_\_\_\_\_

## Form submitted by:

Name RICHARD A. HOWARD, CHAIRMAN Date APRIL 4, 2016

Affiliation FRANKLIN COUNTY (if city or county, please fill out reverse side)

Street Address 1428 S. MAIN ST. SUITE #2

City, State, Zip OTTAWA, KS 66067

Phone 785-229-3485 Fax 785-229-3449 E-mail \_\_\_\_\_

## Person to accompany KDHE on site inspection:

Name LARRY WALROD

Phone 785-229-3570

## Site Information

**Location:** legal Beginning at the Northwest Corner of Lot #2 Browns Subdivision, Section 18,  
Township 19 South, Range 20 East; THENCE East 245 feet; THENCE South 125 feet;  
THENCE West 245 feet; THENCE North 125 feet to the place of beginning, in Franklin County  
Kansas. **Within city limits?** yes  no

Street address, if available 2926 ALLEN ROAD, RICHMOND, KS 66080

**Property owner:** KELLY L. REEDER

**Person(s) responsible for illegal dumping, if known:** Name KELLY L. REEDER

Phone \_\_\_\_\_ Address 139 N. CLEVELAND, RICHMOND, KS 66080

**Size of illegal dump in square feet:** ¾ ACRE (31,000 SQUARE FEET)

**Type of material:** (circle all that apply)

tree/brush

construction/demolition household trash

industrial

other SALVAGE MATERIAL, USED TIRES, WRECKED VEHICLES, HOUSEHOLD APPLIANCES

**Distance to nearest surface water:** 160 FEET

**Type of nearest surface water:** (circle one)  intermittent creek  creek  river  pond/lake

Distance to nearest occupied dwelling: 245 FEET

Number of occupied dwellings within 1/4 mile radius of site: 15

Distance from illegal dump to nearest road: 5 FEET

**Estimated cost to remove or cover trash:** \$9,000

Please return this form, along with **photos** of the site, to: Bill Bider, Bureau of Waste Management  
1000 SW Jackson, Suite 320  
Topeka, KS 66612-1366

## Local Government Statement of Intent

K.S.A. 65-3415 grants KDHE the authority to spend State Solid Waste Management Funds to help clean up **illegal** dumps under the following conditions:

- the responsible party must be unknown, unwilling, or unable to clean up the site
- the state may spend no more than \$10,000 per site
- the city or county must consent to the clean-up and must pay a minimum of 25% of the cost of the clean-up

**How does the City/County anticipate meeting the 25% match?** Cash or in-kind services, including labor, equipment, supplies, and landfill space may be used to satisfy this match requirement.

IN-KIND SERVICES --- (A) LABOR (B) EQUIPMENT (C) LAND-FILL/TRANSFER

STATION COSTS (D) LAND-FILL SPACE

**If your city or county is interested in working with the State to clean up this site, please have an authorized official sign below.** This is merely a statement of intent and is not a legal commitment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title — CHAIRMAN, FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS

**Note:** State law directs KDHE to initiate cost recovery actions from the responsible party or parties when money from the solid waste management fund is used for the clean-up of illegal dumps. However, KDHE will assess the circumstances regarding each site before carrying out any such actions. Factors which will be considered include, but are not limited to, the resources of the responsible party or parties and the confidence in the identification of the responsible party or parties.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, April 13, 2016

## **AGENDA ITEM NARRATIVE**

Consider setting a Public Hearing for April 27, 2016 concerning the vacation of Neosho Road from Tennessee Road east approximately 1,700 ft. to the end of the existing open road.

## **BACKGROUND**

The Department has received a request from two of the property owners on Neosho Road east of Tennessee Road to vacate that portion of Neosho Road. It is necessary to hold a Public Hearing prior to vacating a public road.

## **SPECIFIC ACTION REQUESTED**

Motion setting a Public Hearing for April 27, 2016 concerning the vacation of Neosho Road from Tennessee Road east approximately 1,700 ft. to the end of the existing open road.

## **ATTACHMENTS**

Petition, Photo

April 7, 2016

This is a request for road abandonment  
for the property of Trent Hillman and  
Madelyn Madden on Neesho Rd. East of Tennessee.

3928 Neesho Rd.

Ottawa, KS 66067

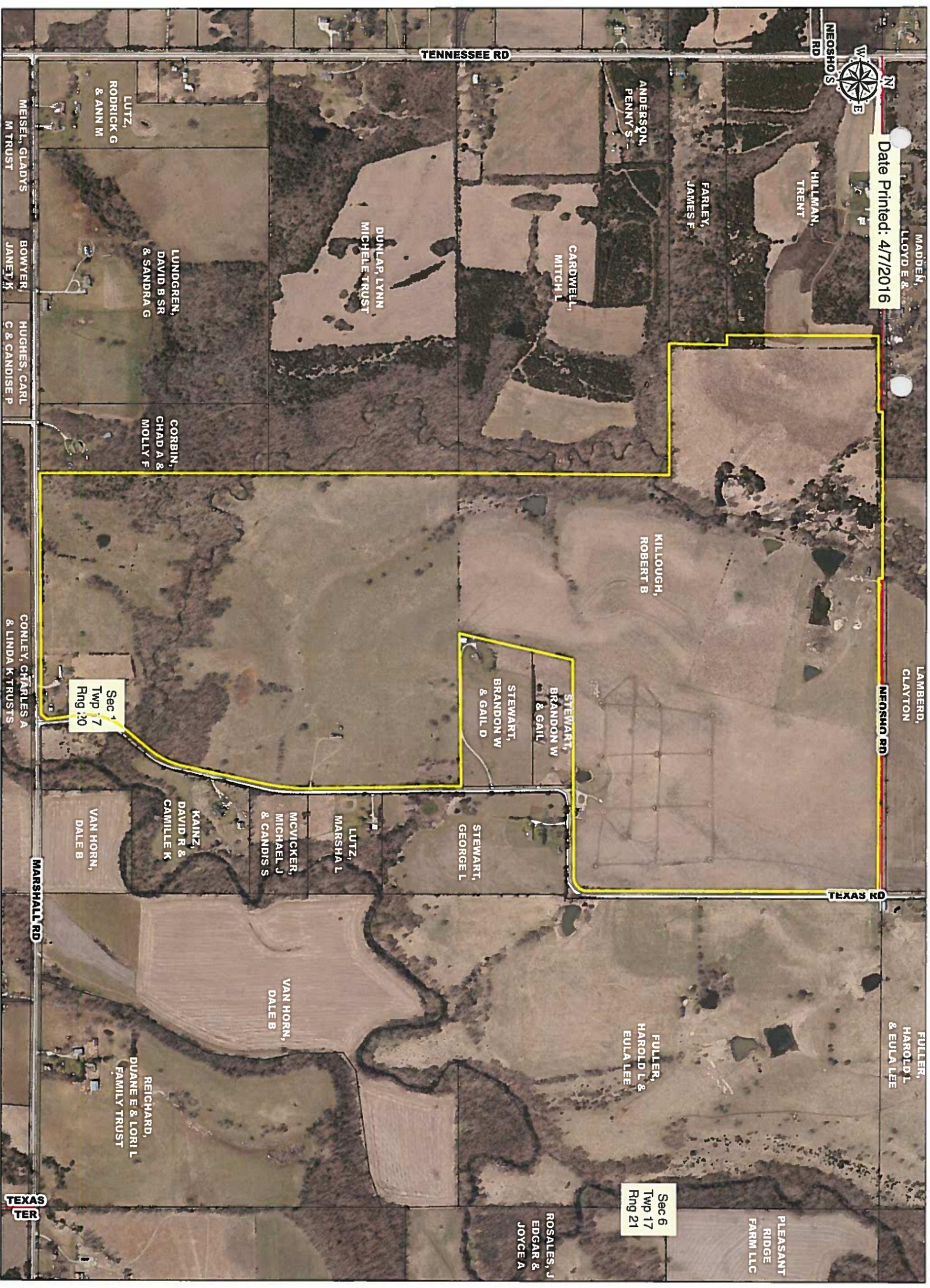
Trent Hillman  
Trent Hillman

3959 Neesho Rd

Ottawa, KS 66067

Madelyn Madden  
Madelyn Madden

Date Printed: 4/7/2016



Sec 1  
Twp 17  
Rng 20

Sec 6  
Twp 17  
Rng 21

This property ownership map is for appraisal purposes only. It is not intended for conveyances, nor is it a legal survey.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, April 13, 2016

## **AGENDA ITEM NARRATIVE**

Consider authorizing the Chairman execute the Agreement for the Federal Fund Exchange Program

## **BACKGROUND**

Kansas Department of Transportation operates the Federal Fund Exchange Program. Franklin County Federal Aid Funds may be exchanged for State Funds at a rate of 90%. State Funds may be reimbursed once the expenditure has been paid. It is desirable to exchange the funds to enable the County to replace bridges. In order to exchange the Federal Funds it is necessary to execute the agreement.

## **SPECIFIC ACTION REQUESTED**

Motion authorizing the Chairman execute the Agreement for the Federal Fund Exchange Program

## **ATTACHMENTS**

Agreement with attachments

FUND EXCHANGE MASTER  
FRANKLIN COUNTY, KANSAS

**FEDERAL-AID  
FUND EXCHANGE  
MASTER AGREEMENT**

This MASTER AGREEMENT is between MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT) (the "Secretary") and FRANKLIN COUNTY, KANSAS (the "County"), collectively, the "Parties."

**RECITALS:**

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

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:**

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

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **"Banked Funds"** means the County's annual allotment of Federal Funds which the County has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.
3. **"County"** means the Franklin County, Kansas.
4. **"Effective Date"** means the date this Agreement is signed by the Secretary or his designee.

5. **“Exchange Rate”** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
6. **“Exchanged Funds”** means the funds from the County’s annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.
7. **“Exchanged Portion”** means a portion of funds from the County’s annual allotment of Federal Funds exchanged for State Funds.
8. **“Federal Funds”** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
9. **“Fund Exchange Request”** means the attached form “Attachment A” which is submitted by the County to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Parties”** means the Secretary and KDOT, individually and collectively, and the County.
12. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
13. **“State Funds”** means State of Kansas transportation funds.

## ARTICLE II

### TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** The County will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
  - (a) When the County submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

- (b) When the County submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
  - (i) The County authorizes the Secretary to retain and use the Exchanged Portion of the County's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
  - (ii) The Secretary shall reimburse the County, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the County.
  - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the County. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.
  - (iv) The County understands that the Secretary may use the retained Federal Funds exchanged by the County for any federally eligible purpose or project within the State.
  - (v) The Secretary will make partial payments to the County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the County and any reimbursement form required by KDOT.

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

- (a) The County shall not deposit the exchanged State Funds into the operating budget for the County.
- (b) The County shall use the State Funds exchanged pursuant to this Agreement for:
  - (i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and
  - (ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the transportation project, the County shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any

necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the County.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the County for any reduction in State Funds.
6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the County, the Secretary shall exchange funds in the amount available.
7. **Audit.** The County will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the County for items considered non-participating, the County shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Legal Authority.** The County shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
10. **Indemnification.** To the extent permitted by law, the County agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County or the County's employees.

### ARTICLE III

#### GENERAL PROVISIONS:

1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

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

ATTEST:

FRANKLIN COUNTY, KANSAS

\_\_\_\_\_  
COUNTY CLERK (Date)  
(SEAL)

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

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

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

(Example Fund Exchange Request)



**KANSAS DEPARTMENT OF TRANSPORTATION  
BUREAU OF LOCAL PROJECTS  
REQUEST TO EXCHANGE FEDERAL FUNDS UNDER THE FEDERAL-AID FUND  
EXCHANGE MASTER AGREEMENT**

Date: APRIL 13, 2016County/City: FRANKLINFederal Funds to Be Exchanged: \$371,574.30

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: JAMES M. HAAG JR., P.E. Title: PUBLIC WORKS DIRECTORAddress: 1428 S. MAIN, STE #5, OTTAWA, KS 66067Phone: 785-229-3550 Email: JHAAG@FRANKLINCOKS.ORG

4/13/16  
Date

\_\_\_\_\_  
Signature\*

RICHARD A. HOWARD  
Typed or Printed Name

CHAIRMAN  
Title

*\*The representative signing this request must be authorized by law to bind the city/county to an agreement.*

## KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

### NOTIFICATION

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

### CLARIFICATION

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

### Nondiscrimination Clauses

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

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

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

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, April 13, 2016

## **AGENDA ITEM NARRATIVE**

Consider approving the 2017 Noxious Weed Control Plan

## **BACKGROUND**

Noxious Weed is required to submit an annual Noxious Weed Control Plan to the Kansas State Department of Agriculture for the upcoming year. The plan being submitted is the same as last year with updates to the estimated acres of noxious weeds in the county, 2015 chemical prices and adopted 2016 budget.

## **SPECIFIC ACTION REQUESTED**

Motion approving the 2017 Noxious Weed Control Plan

## **ATTACHMENTS**

2017 Noxious Weed Control Plan

**Franklin County  
Noxious Weed Dept**

**Annual Control Plan  
For  
June 2017**

## 2017 FRANKLIN COUNTY CONTROL PLAN

The purpose of the Noxious Weed Control Plan is to outline for the Kansas State Board of Agriculture Plant Health Division the methods which will be used to promote Noxious Weed Control within Franklin County during 2017. Because our methods have been developed over the past several years, and because we tend to operate in a similar method each year, this document is written in the past tense (except in those areas in which we plan major changes). This document will spell out the priorities by which we operate in the Noxious Weed Department. As always, County Commissioners have the option to shift our areas of emphasis at anytime during the course of the year for budgetary or philosophical reasons.

## NOXIOUS WEED CONTROL PHILOSOPHY

There are four noxious weed problems in Franklin County: Musk Thistle (9710 acres), Bindweed (720 acres), Johnsongrass (862 acres) and Sericea Lespedeza (3943 acres estimated). Musk Thistle receives the highest level of attention based on the fact that Musk Thistle is easily spread by the wind onto adjacent property. We believe that landowners have a right to be protected from being seeded by their neighbors. We do not hesitate to force a landowner to control his musk thistles after a period of time trying to convince him to control his problem. Bindweed is less of a problem because it is more likely to be spread on a person's own land. We offer assistance in its control, but only very rarely force control of Bindweed. Johnsongrass can be spread fairly easily, but is not near the problem that Musk thistle is in the county. We give serious attention to Johnsongrass control (primarily when it is being spread onto adjacent property), but only rarely have we had to issue legal notice to force its control. Sericea Lespedeza seems to be spreading throughout the County. Most of the Sericea Lespedeza is in CRP acreage. Also, landowners are becoming more aware of this weed. Bindweed, Johnsongrass and Sericea Lespedeza receive almost equal amount of attention from our County(at least partly because the treatment periods are somewhat different).

## NOXIOUS WEED CONTROL ON COUNTY PROPERTY

Franklin County operates under a county-wide road maintenance plan. While individual townships exist for many functions (cemeteries, fire districts, community buildings, etc.), roadways are controlled by the county. Franklin County has 1,135 miles of roads: 200 miles of these roadways are hard surfaced roads with the balance being gravel or dirt roads. My best estimate is that there are 4,700 acres of county right-of-way along these roads.

In addition to right-of-ways, Franklin County owns a few plots of property in the county as well as four radio tower sites to keep weed free throughout the year. There are approximately 10,000 people living in the area outside the cities within Franklin County.

We believe it is very important to set an example for noxious weed control by landowners by controlling the noxious weeds on county lands. It is, of course, almost impossible to control 100% of the noxious weed problems on the right-of-ways, but that is our goal. Because we have worked on these problems diligently over the past several years, we only rarely find problem areas on the right-of-ways.

Franklin County has a program for landowners who object to chemical applications on the right-of-ways along their property. These areas are posted with signs to assist our applicators in avoiding spraying these areas. The landowner is expected to control noxious weeds on these areas (See appendix).

The musk thistle which we have on county right-of-ways is mostly scattered. We solid spray Milestone early in the spring on areas which were adjacent to infested properties from the previous summer. We begin (weather permitting) in late March (see appendix for rate information). We use 1 truck until late April or early May (see appendix for truck and employee schedules). There are usually some thistles beginning to bolt in early May. We then begin using 2 people in the trucks so that we can spot spray the musk thistle. Normally, musk thistle begins to bud-bloom by late May, at that point, we use 4oz per acre of Milestone, or 4.5 oz of Perspective per acre to stop growth & seed production. We continue to use this mix until seeding begins, although we generally pluck isolated musk thistle during seeding. While both of these materials undoubtedly do some good in seed prevention, we feel that those materials have an adverse effect on public relations: they continue to stand as a monument to the public that we didn't get them treated on time and makes it difficult to get landowners to mow, cut, or pluck their problem areas.

By the time we begin plucking thistles, we have been over the roadways 1 to 2 times as a rule. Very rarely do we find thistles seeding, not more than one or two at a time.

We generally assign people to the same area of the county all of the time: this means that there is little incentive for personnel to "drive-by" a problem area (since they will get credit for the problem). Problem areas are scheduled for fall treatment by the applicators.

Bindweed is a relatively small problem on the County right-of ways (105 acres), but it is easily spread up and down a roadway by maintainer. We make every attempt to control bindweed on the right-of-way.

We treat bindweed on the right-of-way with the mixtures we are using on musk thistle (see rate charts in the appendix) as we treat the musk thistle during the spring and early summer. By early June through mid July, we treat bindweed with 4.75 oz of Perspective per acre.

Applicators mark the bindweed on a map that they treat so that we can go directly to the problem areas after the conclusion of musk thistle treating season and so that it can also be fall sprayed with Plateau.

Johnsongrass is a minor problem on our right-of-ways, (estimated to be 50 acres). Although small spots are treated as we treat musk thistle and bindweed, one truck is set-up in early July to treat all of the large areas (almost exclusively in the southern 1/3 of the county. We use a master map of those areas where there has historically been a lot of Johnsongrass and add newly discovered areas for treatment as they are found. In early season we treat Johnsongrass with 10 oz per acre rate of Plateau. In late season we use 12 oz per acre rate of Plateau for treating Johnsongrass in these problem areas.

Sericea Lespedeza is found only in a few spots on our right-of-ways, We are currently marking those spots during the June through July period for treatment with Perspective at 5 oz per acre.

#### NOXIOUS WEED CONTROL ON STATE PROPERTY

During the past years, KDOT has contracted with Franklin County to do the Noxious Weed spraying. The Musk Thistle have been a problem in area's that are hard to get to. These areas are sprayed by hand and cannot be sprayed with the jets on our trucks. We have made good progress in these areas with less thistle showing up every year.

Whenever we find or have a problem with musk thistle on the Prairie Spirit Trail, we will contact the manager of the trail and his crew will take care of the problem. The Prairie Spirit Trail runs from Ottawa south to the county line.

Noxious Weed problems with the cities are treated as they are on private lands (see following section). We contact each cities public works person when there is a problem on city property, just as we would if they were a private landowner. Our results with this method are somewhat mixed: some years they do a better job than in others, but we have never been told they would do nothing on musk thistle control.

With Johnsongrass and bindweed, their methods are usually mechanical as they have a reluctance to use chemicals within the city limits. Because these two noxious weeds are relatively common within the city limits, we have never made an issue of these cosmetic control methods.

#### NOXIOUS WEED CONTROL ON PRIVATE PROPERTY

The purpose of the Noxious Weed Law was to assist landowners to control noxious weeds which have a negative impact on agricultural land. Toward that end, our primary goal is to provide the information necessary for landowners to recognize and control noxious weeds on their property. Our secondary goal is to assist them with the materials and equipment (or contractor) necessary to practice the control of those weed problems. Our third goal is to assist landowners in protecting their property (assets) from being contaminated by an adjacent landowner's noxious weed problems.

Franklin County accomplishes these goals somewhat differently for each noxious weed. Franklin County provides rental equipment for use on noxious weeds and a list of chemical applicators for those people who wish to contract the work (see appendix for a list of this equipment) .

The only railroad operation in the County at this time is the Burlington Northern- Santa Fe Railroad, which contracts its noxious weed Program to a private contractor. We routinely contact them to make sure that the noxious weeds are treated (with mixed results).

## MUSK THISTLE ON PRIVATE LANDS

Musk thistle is the primary noxious weed problem in Franklin County. We have approximately 9662 acres of musk thistle scattered over 576 square miles of land. There are approximately 4,000 landowners outside of the city limits. Due to an increase in people moving into the country, we are adding scores of people with small acreage every year.

In March of each year, we publish a general notice to control musk thistle in the Ottawa Herald. We begin contacting landowners who were on the previous years "fall spray list" (see appendix) because they are those landowners that did an inadequate job on musk thistle treated during the previous year. We follow a process of using a series of form letters for making contact with landowners about their musk thistle problem (see flowchart in the appendix). As you will note, we personalize our contacts as much as practical: our bottom line is that some significant effort must be made if the landowner is to avoid a legal notice.

We inspect property as we treat the roadsides and on days when we are unable to treat roadsides. We address musk thistle complaints only after inspections by the county. The names of those who report the musk thistle problem are never given out (although landowners can usually guess who reported the problem). By the time we have gotten to the warning notice

stage (see letter D) we have begun to set required treatment dates: those areas are checked on the due date even if it means having a truck go out of the way to do so.

Under some conditions we allow for an extension of time, but the legal notice gives 7 days to do the treatment. After the due date has passed, we re-inspect the property. If some treatment has been done, we will usually allow a little more time to finish. If, however, no treatment has taken place, we will mow the area, spray, or both. We generally have to do the job ourselves. We sometimes notice musk thistle only after it has started blooming. If we have worked with the landowners before, we sent the appropriate letter. If we have never had contact with the landowner, we send a "letter B", which basically notifies them of the requirements of the law, and we add a note that encourages them to cut or mow the area immediately. We never enforce a legal notice on someone with whom we have only had a recent contact. By the last of June, we begin taking pictures of untreated areas for fall spraying, or for early spring treatment the following year.

We begin preparing our fall spray letters in mid-September for October 1 mailing. In addition, we send reminder letters to those whom requested us to remind them when it was time to fall spray.

## BINDWEED AND JOHNSONGRASS ON PRIVATE PROPERTY

These two noxious weeds on private lands are handled very differently than musk thistle. We encourage those with the problem to treat the infestations with county-provided equipment or through a chemical applicator (see appendix) whenever possible. Whenever we receive a complaint about a neighbors property, we contact them by phone or mail strongly urging treatment. We issue a warning notice and a legal notice only if it is a bad infestation which is causing problems for a neighbor.

## SERICEA LESPEDEZA ON PRIVATE LANDS

We have been working with sericea lespedeza since 1995. Our primary emphasis is to provide information and identification of the problem weed. In the event the landowner wishes to treat the problem, we will provide the "cost shared" materials for their treatment. We estimate that we have approximately 3937 acres in the county. We expect that the treatment of sericea lespedeza with Pasturegard HL or Escort XP is about \$12.81 to \$1.44 per acre.

## VEGETATION MANAGEMENT IN FRANKLIN COUNTY

The Noxious Weed Department does a moderate amount of vegetation management within the County. We apply Esplanade at 5 oz per acre mixed with Perspective at 10 oz per acre to achieve bare ground weed control. The treatments are done mid to late April of each year. We treat the County yard, gravel shoulders along chip and sealed roads, sheriff's department shooting range, County tower areas around the county.

Franklin County treats brush on the right-of-ways on a limited basis from mid-July through early August. A mixture of Arsenal, Escort or Pasturegard HL and is used on brush up to 10 feet in height in areas where brush treatment has been requested by Public works or by the adjacent landowner. If time permits, we treat brush on the main roads in the same manner.

#### PUBLIC RELATIONS

The weed department does a moderate amount of public relations work within the county. We give landowners the "benefit of a doubt" until they demonstrate that they are attempting to avoid meeting their legal obligations. We have an extensive number of form letters which we use to make contacts with landowners (see appendix). Personal calls are sometimes made to those with whom we are having trouble or those who have cooperated with us in the past.

The County Commissioners and Administrator will be informed about progress in the noxious weed department on a regular basis, particularly regarding legal notices. Major purchases and new programs are covered during these meetings with the result that we are generally given a wide latitude in which to operate.

## FACILITIES AND EQUIPMENT

We have excellent facilities and equipment in Franklin County.

We have 2 computers in our offices, a copier and other necessary office materials to assist us in doing the paperwork necessary to run our program. We have two Trimble Juno Series GPS handheld data collectors to map noxious weed infestations, on landowner properties, while looking for noxious weeds on the County right-of-ways. This is a very accurate way to notify the proper landowner of their weed problem.

Our "break-room" area is used for doing the daily reports by our spray crews. Our shop is fully equipped and we have a storage barn for equipment which helps keep that equipment in good shape.

We rebuild spray trucks annually: we replace hoses every couple of years and rebuild our pumps annually. Solenoid valves, handguns, etc. are serviced during the winter. Our sprayer motors are replaced every six to seven years on average. Our Trucks are serviced at factory recommendation and our spray equipment each 8 hours. Major overhauls are done during the winter on an as needed basis. One truck is replaced every 4 years: we expect each truck to last 12 years. Our five rental sprayers are reconditioned each winter. They are serviced April through mid-July on a daily basis by our crews prior to their beginning their right-of-way work.

Our office-shop complex meets all the local, state and federal safety requirements. The area is dyked to contain run-off in case of a fire. Safety equipment (ie: eye wash stations, fire extinguishers, etc) are checked weekly. Contaminated clothing is laundered at the Noxious Weed Department.

We have an extensive MSDS Safety Policy Center to educate our employees about potential dangers involved with their employment with the county. Documentation is kept of the training, as required by law.

Although these plans are subject to change, this control plan fairly represents our intentions for noxious weed control during 2017.

2017 FRANKLIN COUNTY CONTROL PLAN

SIGNATURE SHEET

\_\_\_\_\_  
Rick Sawin  
Weed Director  
Franklin County Noxious Weed Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard A. Howard, Chairman  
Franklin County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roy C. Dunn, Commissioner  
Franklin County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colton M. Waymire, Commissioner  
Franklin County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven W. Harris, Commissioner  
Franklin County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randall L. Renoud, Commissioner  
Franklin County Commission

\_\_\_\_\_  
Date

APPENDIX

- 1- BUDGET PLANS FOR ALL EXPENDITURES
- 2- CHEMICALS FOR SALE
- 3- WORK PLAN CHART
- 4- OPERATIONS PAPER WORK
- 5- NOTIFICATION LETTER
- 6- NO SPRAY ZONE CORRESPONDENCE LETTER
- 7- NO SPRAY PROGRAM FORMS AND TYPICAL MAP
- 8- STATE INSPECTIONS EXPLANATION



**FRANKLIN COUNTY NOXIOUS WEED DEPARTMENT**  
**2017 S. Elm**  
**OTTAWA, KANSAS 66067**  
**(785) 229-3170**

<b>CHEMICAL</b>	<b>PRICE</b>
2,4D AMINE (2.5'S)	\$23.95/2.5G (9.58)
2,4D LO VOL (2.5'S)	\$33.85/2.5G (13.54)
<b>**TORDON 22K (2.5'S)</b>	<b>\$89.35/2.5G (35.74)</b>
GLYPHOSATE (2.5'S)	\$25.50/2.5G (10.20) 5 gal maximum
90/10 SURFACTANT (1'S)	\$7.50/G
90/10 SURFACTANT(2.5'S)	\$18.35/2.5G (7.34)
PASTUREGARD HL (2.5'S)	\$177.50/2.5G (71.00)
MILESTONE	\$54.30/QT
BLUE DYE	\$15.75/QT
HI-LIGHT DYE	\$43.00/gal
PLATEAU (1'S)	\$87.45/G
ESCORT XP	\$2.30/OZ (\$18.40/BTL)
OUTRIDER	\$10.75/OZ (\$215.00/BTL)

**\*\* Restricted use pesticides. A FARMER APPLICATOR PERMIT is required. See the Extension Office at the Franklin County Annex at 15<sup>th</sup> and Main for test information.**

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**RENTAL EQUIPMENT**

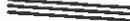
- 1) TRAILER RIGS-400G (20A); 300G (15A); 200G (10A) are available for \$10.00 per day.
- 2) BACKPACK SPRAYERS- 3 gallon sprayers are available for \$1.00 per day.





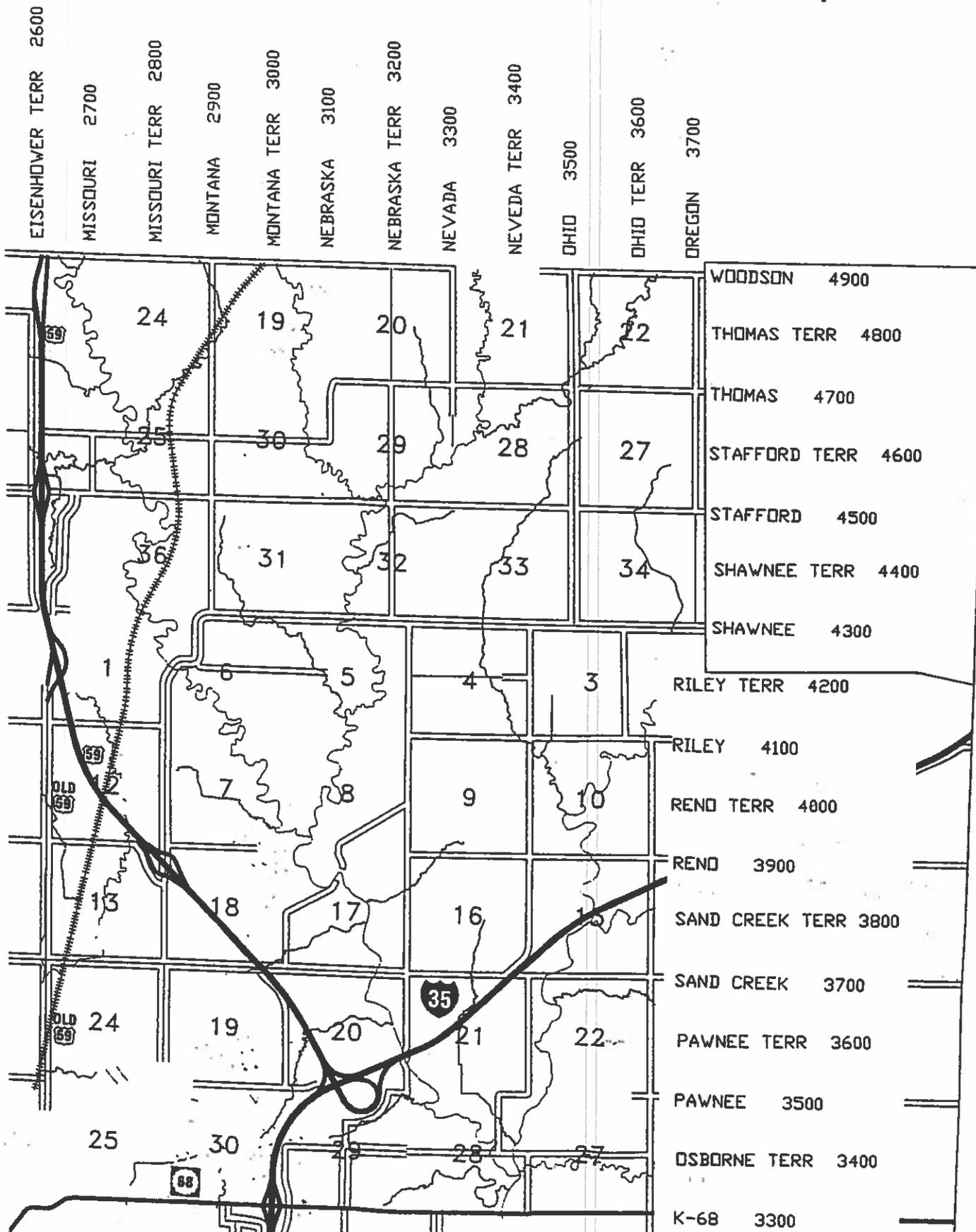
## Weather Conditions

	8:00	10:00	12:00	2:00
<b>Wind Direction</b>				
<b>Wind Speed</b>				
<b>Temperature</b>				
<b>Humidity</b>				
<b>Cloud Condition</b>				

	HARD SURFACE ROADS
	GRAVEL ROADS
	MINIMUM MAINTENANCE ROADS
	HIGHWAYS



# Map 3



EISENHOWER TERR 2600  
 MISSOURI 2700  
 MISSOURI TERR 2800  
 MONTANA 2900  
 MONTANA TERR 3000  
 NEBRASKA 3100  
 NEBRASKA TERR 3200  
 NEVADA 3300  
 NEVEDA TERR 3400  
 OHIO 3500  
 OHIO TERR 3600  
 OREGON 3700

WOODSON 4900  
 THOMAS TERR 4800  
 THOMAS 4700  
 STAFFORD TERR 4600  
 STAFFORD 4500  
 SHAWNEE TERR 4400  
 SHAWNEE 4300  
 RILEY TERR 4200  
 RILEY 4100  
 REND TERR 4000  
 REND 3900  
 SAND CREEK TERR 3800  
 SAND CREEK 3700  
 PAWNEE TERR 3600  
 PAWNEE 3500  
 OSBORNE TERR 3400  
 K-68 3300

# Franklin Co Noxious Weed Dept

2017 S. ELM

Ottawa, KS 66067

785 229-3170

Notice Date

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## General Notification "B" For Control and Eradication of

Owner

Location of Land Infested

---

Dear Landowner:

An inspection of your land has found that there are Musk Thistle on your property. The Kansas Noxious Weed Law provides that all persons should eradicate and prevent the spread of Musk thistle. The controlling of Musk Thistle is the landowners legal responsibility. If you are leasing your land, you need to control the Musk Thistle, or make arrangements with your tenant to do so.

If Musk Thistle is not controlled, Franklin County can have the work done by a commercial applicator at the landowner's expense. We prefer to work with a landowner in controlling his Musk Thistle. In that way, the treatment can be both effective and relatively inexpensive as compared to treatment done in a "Legal Notice" situation.

If you have treated your Musk Thistle or have been making plans to do so, I apologize for whatever aggravation this letter may have caused. If you will call the Franklin County Noxious Weed Department at 785-229-3170 and relay this information to us, further correspondence from this office can be avoided.

Chemicals for the control of all Noxious Weeds are provided at cost share prices by the Franklin County Noxious Weed Department provided that they are applied according to the State approved methods and regulations. We also have rental equipment available at a nominal charge. Please consult the enclosed pamphlet for the best control methods. Remember, a follow-up program is always necessary when treating Musk Thistle. The necessity of keeping Musk Thistle from seeding cannot be overly stressed. Treated areas should be checked every two weeks during May, June, and July. When Musk Thistle has bloomed, it should be cut down, gathered up and burned. In order to control Musk Thistle, everyone's cooperation is needed. If you see a Musk Thistle infestation on a road, call it to our attention. If a neighbor has Musk Thistle, tell him. If you would prefer, call our office. Our policy is to keep the names of those who report Musk Thistle confidential. If we can all work together, Musk Thistle can be brought under control. If there is anything our office can do to help you with your weed control problems feel free to contact us. Our current hours are 7:00 AM to 3:30 PM, Monday through Friday.

Sincerely,

Rick Sawin  
Noxious Weed Director

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**General Notification "B"**  
**For Control and Eradication of**

**Owner**

Franklin County Noxious Weed Department

---

**Method of Control or Eradication to be followed:**

**This Method of Control or Eradication must be completed by:**

**Please Notify the County Weed Director when completed.**

\_\_\_\_\_  
Rick Sawin  
Noxious Weed Director

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Signature of Owner or Supervising Agent

\_\_\_\_\_  
**Date**

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**Warning Notice "D"**  
**For Control and Eradication of**

**Owner**

**Location of Land Infested**

---

**Dear Landowner:**

Our records indicate that you have been notified about your infestation of Musk Thistle on at least one other occasion. At the time of our last inspection it had not been treated. We are requesting your cooperation in applying control methods as soon as possible.

**CONTROL METHODS FOR MUSK THISTLE APPROVED BY THE STATE BOARD OF AGRICULTURE.**

**Cultural:** Remove scattered Musk thistle plants that are in pastures, wheat and alfalfa fields by hand. Dig at least two inches below the crown to prevent sprouting. The prevention of Musk Thistle seed will keep the thistles from infesting adjacent lands.

**Chemical:** If heads are showing, collect as many of the heads showing purple as possible and then immediately apply 2, 4D at the rate of 2 quarts per acre, or 1 quart 2,4D and 1/2 ounce of Escort, or 4 ounces of Milestone per acre. The Escort-2,4D mix or the Milestone will work better on larger thistles. At this stage, some seed will be produced, but it will be limited due to your spraying.

Before heading, spray as soon as possible with 2 quarts per acre of 2,4D, or 1 quart 2,4D and 1/2 ounce of Escort, or 4 ounces of Milestone per acre.

**THIS LETTER IS OUR LAST APPEAL FOR YOUR COOPERATION.**

Another inspection will be made of the area on, or about June 01, 2013. If the inspection shows that satisfactory treatment has not been made, we shall send a legal notice requiring complete control by a specified date. If no control has been achieved by this date, the County will have it done at the expense of the landowner in whatever way we see fit. The total cost of material, labor and equipment will be charged, as well as a 10% penalty charge. If not paid in 30 days, the total charge will be added to your tax roll.

**KSA 2-1323 states that:**

Any person, association of persons, corporation, county or city or other official who shall violate or fail to comply with any of the provisions of this act and acts mandatory thereof or supplemental thereto shall be guilty of a misdemeanor and shall be punished upon conviction thereof by a fine of not less

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**Warning Notice "D"**  
**For Control and Eradication of**

Owner

than fifty dollars nor more than five hundred dollars for each count.

Hopefully, you will have your Musk Thistle under control before June 01, 2013 and will therefore not be subject to any sort of legal action. If you need assistance to complete the necessary work, please contact our office as soon as possible.

Sincerely,

Rick Sawin  
Noxious Weed Director  
Franklin County Noxious Weed Department

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**Method of Control or Eradication to be followed:**

**This Method of Control or Eradication must be completed by:**

**Please Notify the County Weed Director when completed.**

\_\_\_\_\_  
Rick Sawin  
Noxious Weed Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or Supervising Agent

\_\_\_\_\_  
Date

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**MOW LETTER**

**For Control and Eradication of**

**Owner**

**Location of Land Infested**

---

**Dear Landowner:**

During our inspection of your property we noticed Musk Thistle in full bloom. We are requesting your cooperation in applying a control method as soon as possible.

**CONTROL METHODS FOR MUSK THISTLE APPROVED BY THE STATE BOARD OF AGRICULTURE**

**Cultural:** Remove scattered Musk Thistle plants that are in pastures, wheat and alfalfa fields by hand. Dig at least two inches below the crown to prevent sprouting. The prevention of Musk Thistle seed will keep the thistles from infesting adjacent lands.

Mowing after the stalk lengthens, but before any color develops in the head can be an effective control method. Both methods must be repeated at least every two weeks in June and early July.

**Chemical:** Collect as many of the heads which are showing purple as possible and then immediately apply 2, 4D at the rate of 2 quarts per acre. At this stage, some seed will be produced, but it will be limited due to your spraying.

**PLEASE MOW AND CUT AS SOON AS POSSIBLE TO KEEP THE THISTLES FROM SPREADING.**

If you need assistance to complete the necessary work, please contact our office as soon as possible.

Sincerely,

Rick Sawin  
Noxious Weed Director  
Franklin County Noxious Weed Department

**PLEASE MOW OR HAND CUT AS SOON AS POSSIBLE. THIS CAN BE DONE PRIOR TO SPRAYING OR IN PLACE OF SPRAYING.**

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**MOW LETTER**

**For Control and Eradication of**

**Owner**

---

**Method of Control or Eradication to be followed:**

**This Method of Control or Eradication must be completed by:**

**Please Notify the County Weed Director when completed.**

\_\_\_\_\_  
Rick Sawin  
Noxious Weed Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or Supervising Agent

\_\_\_\_\_  
Date

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**Legal Notice**

**For Control and Eradication of**

**Owner**

**Location of Land Infested**

---

Dear Landowner:

Dear Landowner:

You are hereby notified that the following described real estate situated in Franklin County, Kansas, to wit: Parcel 2 of 03-18-18 to be wholly or partially infested with Musk Thistle; that you have failed to comply with the provisions of K.S.A. 2-1314, et. Seq., in connection therewith. In addition you may be prosecuted pursuant to K.S.A. 2-1323 and amendments thereto, and if convicted, fined \$100 per day for each day of noncompliance up to a maximum fine of \$1500.00

You are hereby further notified that you have until, 07/05/13, to complete some method of eradication or control for each noxious weed named above; only official methods of control and eradication for each said noxious weed may be used. A copy of the Kansas official methods and regulations for control and eradication for each of the above named noxious weeds is attached hereto and made a part hereof.

You are further hereby notified that unless you complete an approved control method for each noxious weed upon the aforescribed real estate, on or before, 07/05/13, according to the Kansas official methods and regulations for control and eradication of said noxious weed, the County Weed Director of Franklin County, Kansas, will thereafter enter upon said real estate, or cause said real estate to be entered upon, as often as necessary, and will proceed with the use of such approved methods as may be best adapted for the eradication and control of the above named noxious weed on the above described real estate.

You are further notified that in the event it becomes necessary for the County Weed Director to enter upon, or cause entry upon, the above described real estate for the eradication and control of any noxious weed infestation, that the costs of such treatment by the County Weed Director shall include the total cost of material, labor, and use of equipment, in the eradication and control of any such noxious weeds; that a statement of the costs of treatment shall include a penalty charge of 10% of the total amount of said treatment costs; and that unless you pay the above named county within 30 days for such costs which appear on the statement of the County Weed Director, such costs shall be spread upon the tax rolls of such county as prepared by the County Clerk, and the amount of said costs shall become a lien against the above described real estate, as provided by law.

Rick Sawin  
Noxious Weed Director  
Franklin County Noxious Weed Department

**Franklin Co Noxious Weed Dept**

**2017 S. ELM**

**Ottawa, KS 66067**

**785 229-3170**

**Notice Date**

---

**Legal Notice**

**For Control and Eradication of**

**Owner**

---

**Method of Control or Eradication to be followed:**

**This Method of Control or Eradication must be completed by:**

**Please Notify the County Weed Director when completed.**

\_\_\_\_\_  
Rick Sawin  
Noxious Weed Director

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Signature of Owner or Supervising Agent

\_\_\_\_\_  
**Date**

**FRANKLIN COUNTY NOXIOUS WEED DEPARTMENT**

**Rick Sawin, Director  
2017 S. Elm  
OTTAWA, KS 66067  
(785) 229-3170  
FAX (785) 229-3178**

**BOARD OF COMMISSIONERS  
Richard A. Howard, Chairman  
Roy C. Dunn, Member  
Randall L. Renoud, Member  
Colton M. Waymire, Member  
Steven W. Harris, Member**

**NO SPRAY PROGRAM**

Dear Landowner:

Over the years, a number of county residents have asked Franklin County to avoid spraying herbicides in the vicinity of their homes, gardens, or other areas adjacent to their property. Generally speaking, when a landowner has been willing to control their vegetation problems, we have avoided spraying those areas.

Franklin County does not spray adjacent to or in front of homes with the following two exceptions:

1. **NOXIOUS WEED TREATMENT:** State law requires landowners to control their noxious weeds, (primarily Musk Thistle, Bindweed, and Johnson-grass in Franklin County). In a *very few cases*, we spray in front of homes when weather conditions allow for safe treatment of these weeds. **This is never an issue when a landowner controls those weeds.**
2. **THE COUNTY WILL TREAT PAVEMENT EDGES TO PROTECT THE PAVEMENT ON A FEW MAIN HARD-SURFACE ROADS.** This material is put down at a *very low rate* during late winter or early in the spring prior to the spring growing season.

**A landowner who does not wish the county to spray noxious weeds or brush along the right-of-way is obligated to keep weeds and brush cut off the right-of-way.** If a landowner in this program does not keep noxious weeds under control, the County WILL spray them. If brush or other weeds interfere with ditching, causes snow removal problems, or cause sight distance problems at an intersection, the county will ask the owner to take care of the problem so that there is no need to use herbicides to control the problem.

Weed treatment of right-of-ways is entirely at the discretion of the County. Franklin County cannot **GUARANTEE** that a marked area will not be treated, but *we will make a good-faith effort to comply with your wishes*. If you have problems with our treatment of the right-of-way, please let us know.

If you wish to participate in this program, you need to send in this form: this form will help our crews know where you wish us to avoid spraying. You will be billed for a pair of signs (one for each end of your property) at our cost of \$ 16.20. You should erect these signs at the right-of-way line (generally at the fence-line) at each end of the area you wish us to avoid spraying. These signs serve as a reminder to our work-crews.

If you have any questions about this policy, please don't hesitate to call me at the above number.

Sincerely,

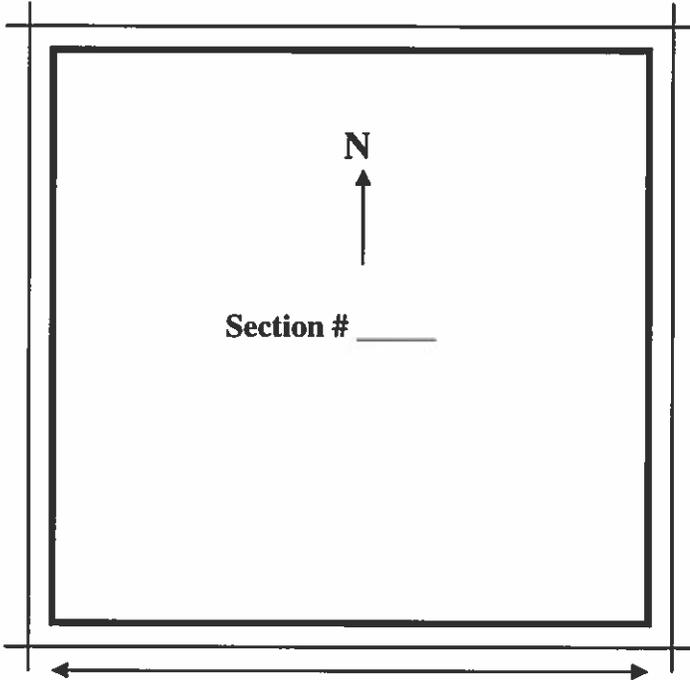
Rick Sawin  
Noxious Weed Director

**FRANKLIN COUNTY NOXIOUS WEED DEPARTMENT**

**Rick Sawin, Director  
2017 S. Elm  
OTTAWA, KS 66067  
(785) 229-3170  
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**BOARD OF COMMISSIONERS  
Richard A. Howard, Chairman  
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Randall L. Renoud, Member  
Colton M. Waymire, Member  
Steven W. Harris, Member**

**REQUEST FORM: NO SPRAY ZONE**



- \* PLEASE DRAW and NAME roads on this map.
- \* PLACE DRIVEWAYS, HOUSES, GARDEN, or any other landmark that will help identify the area you wish us to avoid spraying.
- \* Identify no spray area with marker, hash-lines, or some other method.

(1/4 Mile, 1/2 Mile, 1 Mile)

I have read the policy statement put forth by Franklin County Public Works which explains the County's policy regard "No Spray Zones" along County right-of-ways. I understand my responsibilities. I also understand that the County is under no legal obligation to avoid spraying this area, but will make a good-faith effort to comply with my wishes.

The reason I wish to avoid herbicide application in the areas marked is:

---

---

---

Please feel free to contact this office if you need assistance in filling out this form.

Signature of Landowner: \_\_\_\_\_  
Daytime Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

## STATE INSPECTIONS/SURVEYS

1. After receiving the assigned sections from the State, we identify them on our landowner's maps, hi-light them, and note the legal description of each section.
2. We obtain the aerial maps of each section from the FSA office. These maps show acreage of each field and hay meadows.
3. On days when spraying cannot be done (i.e. high winds) employees inspect the assigned sections. They will inspect each different situation of land (i.e. pasture, cropland, housing areas, farm areas, etc.) for noxious weeds. They will record how many acres are infested, etc., on the Kansas Noxious Weed Survey Data collection form.
4. When the inspections are completed and all data recorded, these forms will be given to the secretary for data entry into the computer. This information is to be sent to the State office in Manhattan with the annual report. All paperwork will be kept in a file for further reference.