

**REQUEST AND AGREEMENT FOR DUST PALLIATIVE**  
**APPLICATION DEADLINE: 5:00 P.M., MARCH 8, 2024**  
DOUGLAS COUNTY PUBLIC WORKS 3755 E. 25<sup>th</sup> ST. LAWRENCE, KS 66046

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone. No.: \_\_\_\_\_  
Township: \_\_\_\_\_ Maintaining Agency: \_\_\_\_\_  
Email: \_\_\_\_\_  
Location to be Treated (if different than above): \_\_\_\_\_

I hereby request Douglas County to arrange for application of a dust palliative to \_\_\_\_\_ feet of roadway adjacent to my residence at the above location. I agree to mark the location with flags provided by the county when notified to do so by Douglas County, and to maintain those flags for the life of the dust palliative to aid the maintaining agency in avoiding the area when blading. If you should mail in your application, please make arrangements to pick up the flags.

I/We understand that this is a user-fee program, and that Douglas County is only coordinating a service for county residents to make this product available as a convenience to aid in controlling nuisance dust on rock roads. Due to anticipated material price increases, this year's cost to participate is \$1.65 per linear foot of roadway treated plus an administrative fee of \$60.00 per location. If an application is received after March 8th, there will be an additional \$15.00 late application fee in order to process this request to meet our project deadline. Absolutely no applications will be accepted after March 15, 2024. Applications will have a minimum of 100 linear feet.

I/We understand there are many variable conditions influencing the effectiveness of this product. They include preparation of roadway, condition of roadway, weather conditions, traffic volume and maintenance of roadway, among others.

I/We understand that preparation of the roadway by the local government agency responsible for the road's maintenance is necessary for eligibility in the dust palliative program.

I/We understand there are no guarantees as to the effectiveness of this palliative and agree to hold Douglas County and the township harmless for failure of this product to control dust. Neither refunds nor re-treatments will be made should the dust palliative fail to perform to your expectations.

I/We understand and agree that the maintaining agency will attempt to prolong the life of the dust palliative by not blading the area routinely during the effective life of the treatment, but that the agency reserves the right to blade the road or perform any other maintenance at any time it is determined necessary to provide a safe, serviceable public roadway. Neither refund nor re-treatment will be made for shortened dust palliative life resulting from required maintenance.

I/We understand that the final cost of the dust palliative may fluctuate due to the number of applicants. If revenues from collected fees adequately exceed the cost of the initial treatment, a second dust palliative treatment will be applied. No refunds will be issued.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**OFFICE USE ONLY**

Payment Received: Amount Received (Length x \$1.65) \_\_\_\_\_ + \$60.00 = \_\_\_\_\_  
Late Payment Fee \$15.00 \_\_\_\_\_  
Payment Received By: \_\_\_\_\_  
Date \_\_\_\_\_