

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

Amended Agenda

## **WEDNESDAY, OCTOBER 7, 2009**

4:00 p.m. – County Commission Meeting

-Convene

-Swearing in of County Treasurer, Paula Gilchrist for a 2<sup>nd</sup> term (Judge Robert Fairchild)

-Consider approval of a proclamation declaring October 10, 2009 as “Put the Brakes on Fatalities Day.” (Ken McGovern)

-Consider approval of the minutes of September 2, 2009.

## **CONSENT AGENDA**

(1)(a) Consider approval of Commission Orders;

## **REGULAR AGENDA**

(2) Consider approval of Interlocal Agreement between the City of Lawrence and Douglas County for the Sustainability Coordinator position (Craig Weinaug)

(3) Discussion on Recovery Bond Application and Resolution (Roger Zalneraitis)

(4) Other Business

(a) Consider approval of Accounts Payable (if necessary)

(b) Appointments

(c) Miscellaneous

(d) Public Comment

(5) Adjourn

## **FRIDAY, OCTOBER 9, 2009**

-12:00 – 1:00 p.m. - ED Partnership Meeting at City Hall (Nancy and Craig to attend)

## **WEDNESDAY, OCTOBER 14, 2009**

- Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

-KEMA Awards presentation to Emergency Management

-Consider the appropriate range of variation for Mid-States Material’s detailed reclamation plans for Phases 1A, 2, 3 and 4 of the Big Springs Quarry; 2 North 1700 Road. Submitted by Professional Engineering Consultants for Mid-States Ventures, L.L.C., property owner of record.(Mary Miller is the Planner)

-Consider a request to create public road right-of-way for N 1675 Road, to the west of the terminus of E 350 Road, in section 29-12-18. Request submitted by John Solbach on behalf of the property owners of record, Fred and Judy Vermette.” (John Solbach)

## **WEDNESDAY, OCTOBER 21, 2009**

## **WEDNESDAY, OCTOBER 28, 2009**

-Receive Planning review of the Conditional Use Permit and all conditions attached thereto as required by Condition of Use XIV of the Hamm Eudora Quarry [CUP-12-16-02]. Mary Miller is the Planner.

**WEDNESDAY, NOVEMBER 4, 2009**

-Lone Star Weed Discussion

**FRIDAY, NOVEMBER 6, 2009**

9:00 a.m. -Canvass for Baldwin Special Election

**WEDNESDAY, NOVEMBER 11, 2009**

**WEDNESDAY, NOVEMBER 18, 2009**

-Notice to Township for Cereal Malt Beverage Licenses

-Recognize volunteers for Emergency Management (Jillian Blair) (At approx. 7:00 p.m.)

**WEDNESDAY, NOVEMBER 25, 2009**

**WEDNESDAY, DECEMBER 2, 2009**

- Approve Cereal Malt Beverage Licenses

*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.*



**STEVE M. HORNBERGER**  
UNDERSHERIFF

111 E. 11TH STREET  
LAWRENCE, KS 66044-2990  
PHONE: (785) 841-0007  
FAX: (785) 841-5168

**KENNETH M. MCGOVERN**  
SHERIFF

**KENNETH L. MASSEY**  
UNDERSHERIFF

3601 E. 25TH STREET  
LAWRENCE, KS 66046-5616  
PHONE: (785) 830-1000  
FAX: (785) 830-1085

August 7, 2009

Mr. Craig Weinaug  
Douglas County Administrator  
1100 Massachusetts St.  
Lawrence, KS 66044

Dear Mr. Weinaug,

In 2001 a Kansas Department of Transportation worker initiated an event intended to draw attention to traffic tragedies and address the need to improve driver behavior, our roadways, and our vehicles. The idea has grown into the national event; Put the Brakes on Fatalities Day. To broaden awareness of the event and its message, Secretary of Transportation Deb Miller encourages local governments to participate in the state's observation by issuing a proclamation declaring October 10, 2009 as "Put the Brakes on Fatalities Day."

The Sheriff's Office, therefore, asks that the Douglas County Board of Commissioners adopt the accompanying proclamation.

Sincerely,

Kenneth M. McGovern, Sheriff

KMM/mdc

**Put the Brakes on Fatalities Day®  
October 10, 2009**

**PROCLAMATION**

**To the people of Douglas County, Kansas, Greetings:**

**WHEREAS, Traffic crashes cause thousands of fatalities each year nationwide and are the leading cause of death for people ages 3 to 33; and**

**WHEREAS, Traffic crashes in Kansas last year killed 385 people; and**

**WHEREAS, More than 69% of all people killed in traffic crashes in Kansas in 2008 were totally unrestrained; and**

**WHEREAS, Alcohol-related crashes accounted for 33.8 % of all traffic fatalities in 2008; and**

**WHEREAS, Deaths and injuries on U.S. highways cost society more than \$150 billion annually; and**

**WHEREAS, Safe driving behaviors such as proper use of seat belts, obeying traffic laws, not drinking and driving, and not talking or text messaging on cell phones would dramatically reduce the number of traffic-related injuries and deaths; and**

**WHEREAS, The use of cost-effective roadway safety improvements such as all-weather signing and markings, traffic signals, skid resistant pavements, and removal of roadside hazards, could also greatly reduce the number of traffic crashes; and**

**WHEREAS, The continued development of safer vehicles and protective traffic safety equipment will enhance people's ability to protect themselves and their families from preventable and tragic permanent injuries and deaths;**

**Now, THEREFORE, we, the commissioners of Douglas County Kansas, do hereby proclaim October 10, 2009, as**

**Put the Brakes on Fatalities Day®**

**and call upon everyone to help save lives by spreading these important messages throughout our communities.**

COOPERATION AGREEMENT

Between

CITY OF LAWRENCE, KANSAS, A MUNICIPAL CORPORATION

and

DOUGLAS COUNTY, KANSAS

RECITALS

Whereas, the City of Lawrence, Kansas, a Municipal Corporation under the laws of the State of Kansas, hereinafter, the "City" and Douglas County, Kansas, hereinafter, the "County", desire to cooperate in the retention of a Sustainability Coordinator to assist the County, City, and the community of Lawrence and Douglas County; and

Whereas, K.S.A. 12-2908 provides that any municipality may contract with any other municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

**Section 1. Recitals.** The recitals are hereby incorporated by reference as if fully set forth herein.

**Section 2. Authority.** Pursuant to K.S.A. 12-2908, the parties hereto enter into this Cooperation Agreement as authorized by the Governing Body of the City of Lawrence and the Board of County Commissioners of Douglas County, for the purposes set forth below.

**Section 3. Purposes.** The purposes for which the parties have entered into this agreement are to jointly establish the duties, supervision and funding for the position of Sustainability Coordinator.

**Section 4. Terms and Conditions.** Under terms of this Cooperation Agreement, the City and the County agree to the following:

- A. In consultation with the Lawrence City Manager, the County Administrator shall appoint a qualified individual to the position of Sustainability Coordinator. The County Administrator may include community representatives and elected officials in the selection and interview process as may be appropriate to select the best qualified candidate.
- B. The Sustainability Coordinator shall be a County employee and shall be supervised by the County Administrator. The Coordinator shall receive direction from the City Manager, or City Manager's designee, for approximately 40% of the employee's work time on projects and tasks related to sustainability and energy conservation on behalf of the City. The Coordinator shall prepare a monthly report for the City Manager and the County Administrator providing for the accounting of time pursuant to the provisions of this Agreement.
- C. The City shall pay 100% of the costs of the Sustainability Coordinator, including County benefit expenses related to the employment up to \$100,000.00; provided that the City successfully

receives adequate funding for the position pursuant to the Energy Efficiency and Conservation Block Grant program (EECBG) which is funded through the American Recovery and Reinvestment Act of 2009 (ARRA). The County agrees to fully fund the position for the same period of time, not less than twelve (12) additional months, that the City funds the position (with the EECBG funds) after the City's financial obligation of funding concludes. During the preparation of the City's and County's 2011 budgets, the City and the County shall make a determination of whether to fund the position for the budget year of 2011. If the City and the County agree to fund the position in 2011 and years thereafter, the City shall pay 40% of the position and the County shall fund 60% of the position. If the City does not receive adequate funding from the EECBG, then the City shall be under no obligation to fund the position and this Agreement shall be null and void.

- D. The County will provide employee benefits pursuant to the County's adopted personnel policy, and such costs shall be included in all determinations of the costs for the position.
- E. The County shall furnish office facilities and supplies for the Sustainability Coordinator.
- F. The County and the City shall cooperate to ensure that the EECBG grant requirements are fully satisfied.
- G. The County and the City shall cooperate in the necessary billing and payments to comply with the provisions of this Agreement.

**Section 5. Contingencies and Compliance with Federal Grant requirements.** Both the County and the City agree that if the EECBG grant does not allow for the funding of the Sustainability Coordinator or is otherwise discontinued for full funding, this Agreement shall be voidable by either party with written notice to the other party. Both the County and the City shall use all reasonable efforts to fully comply with all of the EECBG grant requirements. If the work, or any portion of the work, of the Sustainability Coordinator is determined by the administrators of the EECBG to not fully comply with the requirements of the EECBG; then the City and the County shall take such corrective action as is necessary to bring the work of the Sustainability Coordinator into full compliance with the grant requirements. If either the City or the County shall have caused the noncompliance, then the party responsible for such noncompliance shall be financially responsible for such noncompliance. Upon the conclusion of the EECBG grant for the Sustainability Coordinator position, neither the City nor the County shall be under any EECBG grant requirements, unless the EECBG grant so requires.

**Section 5. Termination.** This Cooperation Agreement may be terminated by either party upon the giving of written notice to the other party, provided that such termination shall only take effect on and after the 1<sup>st</sup> day of January following the notice to terminate which must be provided by July 1 of any year. Upon the effective termination of this Cooperation Agreement, any equipment, supplies, etc. purchased in support of the Sustainability Coordinator, shall become the property of the County.

**Section 6. Approval.**

- A. This Cooperation Agreement is effective upon being signed by the appropriate representatives of the City and the County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.
- B. Each of the parties warrants and represents by the execution of this Cooperation Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that

the execution, delivery and performance of this Cooperation Agreement by such party has been authorized by resolution duly adopted by its governing body, and that this Cooperation Agreement constitutes a legal, valid, and binding obligation of such party enforceable in accordance with its terms.

**Section 7. Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

**Section 8. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

**Section 9. Cooperation Agreement.** This Agreement is entered into between the City and the County pursuant to K.S.A. 12-2908 as a cooperation agreement and is not an inter-local agreement under the provisions of K.S.A. 12-2901 et. seq.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

**ON BEHALF OF DOUGLAS COUNTY, KANSAS.**

This Agreement is approved, as authorized by the Board of Commissioners of Douglas County, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Nancy Thellman, Chair, Board of Commissioners

\_\_\_\_\_  
Jim Flory, Vice-Chair

\_\_\_\_\_  
Mike Gaughn, Commissioner

Attest:

\_\_\_\_\_  
Jaime Shew, County Clerk

**ON BEHALF OF THE CITY OF LAWRENCE, KANSAS.**

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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Robert Chestnut, Mayor

Attest:

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Jonathan M. Douglass, City Clerk



**AD - Crabtree, Robin**

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**From:** AD - Weinaug, Craig  
**Sent:** Saturday, October 03, 2009 12:29 PM  
**To:** Roger Zalneraitis  
**Cc:** County Commissioner - Gaughan, Mike; Dave Corliss; AD - Crabtree, Robin  
**Subject:** Fwd: facility and ed bond resolution

Roger:

Can you do it this Wednesday?

Sent from Craig's cell

Begin forwarded message:

**From:** Mike Gaughan <[mgaughan@douglas-county.com](mailto:mgaughan@douglas-county.com)>  
**Date:** October 3, 2009 12:54:26 AM EDT  
**To:** "AD - Weinaug, Craig" <[weinaug@douglas-county.com](mailto:weinaug@douglas-county.com)>  
**Subject:** Re: facility and ed bond resolution

Let's see if we can get it on this week's agenda. Most of this is pretty straightforward although the questions I think I'll have are both in the discussion about what Gina is suggesting. If she can attend Wednesday let's try to get it taken care of.

On Fri, Oct 2, 2009 at 8:25 PM, AD - Weinaug, Craig <[weinaug@douglas-county.com](mailto:weinaug@douglas-county.com)> wrote:

Roger:

Most, if not all, of the questions you are asking should be answered by the commission. Would it be possible to schedule a discussion of these issues at a county commission meeting?

While the agenda for this coming Wednesday is already set, we could still add an item if the questions need to be answered quickly. Or, we could put on the agenda for the following Wednesday meeting.

Sent from Craig's cell

On Oct 2, 2009, at 5:58 PM, "Roger Zalneraitis"

<[rzalneraitis@ci.lawrence.ks.us](mailto:rzalneraitis@ci.lawrence.ks.us)> wrote:

Hi Craig,

I just wanted to contact you and let you know where the bond resolution stands, and also to make sure the County Commission was aware of a few things brought by Gilmore and Bell that we have not discussed previously. My goal is not to surprise anyone, so I wanted to share these with you and get your feedback (or the Commission's feedback) on these issues.

First, this is an FYI that for Facilities Bonds, there is a federal requirement that TEFRA hearings be conducted for issuing these bonds. These are basically a standard Commission hearing, except that there is certain information required for tax-exempt bonds to be issued to private parties. I- or your counsel with Gilmore and Bell (probably a wiser choice when dealing with federal tax law!)- can provide you with more info if needed.

One thing Gina at Gilmore and Bell recommended (in regard to Facility Bonds) is to add an application fee as well as a refundable deposit against which the County can draw for any costs incurred for issuing the bonds. Both help make sure the applicant is serious about eventually using the bonds. This is not something we have discussed previously. Do you think this is something we should include? Gina recommended a non-refundable application fee of \$500 or \$1,000, and a deposit at the minimum of \$5,000 (she says TIF and TDD deposits are often \$10,000). Considering that issuance fees on these bonds are often \$50,000 or more, that is not as much as it might initially sound. However, these might be higher (or lower) than you would

want, if you want any at all. I would definitely be interested in some feedback on whether to incorporate application fees and/or deposits in the resolution.

Finally, Gina also recommended we have two separate application forms since ED Bonds can be used for very different things than Facility Bonds. She thinks it might help prevent confusion by different applicants. What do you think?

There was one other point that came up that is worth thinking about and discussing- if any applicant for Facility Bonds also wants a tax abatement, Gina was wondering if the County would want to issue the tax abatement? If not, it might make sense to have a clause about how a local jurisdiction can request a Facility Bond allocation from the County so that they could then issue the Facility Bond and associated abatement according to local policy. Also, and perhaps more importantly, in the event a project was partially financed by a Facility Bond and partially financed by an IRB, this would allow for one tax abatement application to the Court of Tax Appeals instead of two (because if the County issued an abatement with the Facility Bond, and a local jurisdiction issued an abatement with an IRB, both entities would have to file tax abatement requests with COTA. It could also complicate the ownership structure associated with the IRB).

Again, this is just feedback from bond counsel and it raised some points that we had not discussed in the past, so I wanted to make sure you and the

County Commission were aware of them and had an opportunity to provide some feedback before I finalized the resolution.

Hope you had a great week in North Carolina!

- Roger

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