

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JUNE 30, 2010

6:35 p.m.

- Proclamation recognizing the "20th Anniversary of the American Disabilities Act" (Bob Mikesic)
- Consider approval of the minutes of April 28, May 26, June 3 and June 9, 2010.

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consent Agenda authorization to purchase precast concrete culvert Structure No. 08.00N-21.22E (Keith Browning)

REGULAR AGENDA

- (2) Receive US-56 Corridor Management Plan from KDOT (Keith Browning)
- (3) Receive and consider approval of Implementation Agreement concerning management of US-56 corridor (Keith Browning)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (5) Adjourn

WEDNESDAY, JULY 7, 2010

6:35 p.m.

- Temporary Business Use Permit – Property Location 1014 N 1800 RD, Lawrence, USA Cycling Cyclocross Events (Keith Dabney)
- Consider approval of Text Amendments (TA-4-7-10) to the Zoning Regulations, Chapter 12, Article 28 of the Code of the County of Douglas, Kansas to reference 2010 effective dates for new Floodplain Overlay District Maps and related regulation changes. (Keith Dabney/Amy Brown)

MONDAY, JULY 12, 2010

8:00 a.m. – 12:00 p.m. – County Commission Budget Work Session

TUESDAY, JULY 13, 2010

8:00 a.m. – 12:00 p.m. – County Commission Budget Work Session

WEDNESDAY, JULY 14, 2010

8:00 a.m. – 12:00 p.m. – County Commission Budget Work Session
4:00 p.m. – Commission Meeting

MONDAY, JULY 19, 2010

8:00 a.m. – 12:00 p.m. – County Commission Budget Work Session

TUESDAY, JULY 20, 2010

8:00 a.m. – 12:00 p.m. – County Commission Budget Work Session

WEDNESDAY, JULY 21, 2010

8:00 a.m. – 12:00 p.m. – County Commission Budget Work Session
4:00 p.m. – Commission Meeting

WEDNESDAY, JULY 28, 2010

-FY2011 Financial Approval for Community Corrections.

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.*



Anniversary of the Americans with Disabilities Act

A Proclamation of Recommitment to Full Implementation of the ADA

On July 26, 1990, President George H. Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities. This legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.

The ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, increasing full participation in community life. However, the full promise of the ADA will only be reached if public entities remain committed in their efforts to fully implement the ADA.

On the 20th anniversary of the Americans with Disabilities Act, we in Douglas County celebrate and recognize the progress that has been made by reaffirming the principals of equality and inclusion and recommitting our efforts to reach full ADA compliance.

NOW THEREFORE, the Board of County Commissioners do hereby reaffirm our commitment to work toward full ADA compliance in Douglas county.

Dated this 30th day of June, 2010.

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

Nancy Thellman, Chairman

Jim Flory, Vice-Chair

Mike Gaughan, Member

MEMORANDUM

To : Board of County Commissioners

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

Date : June 23, 2010

Re : Consent Agenda authorization to purchase precast concrete culvert
Structure No. 08.00N-21.22E

The referenced culvert is on N 800 Road approximately $\frac{3}{4}$ mile west of Route 1061 (E 2200 Road). The existing culvert is a 14'-span, steel beam structure with an 18-foot roadway width. The culvert needs replacing due to structural concerns.

At this location, we plan to construct a 16'-span x 10' high x 38' long, 3-sided precast concrete culvert. This department's bridge crew will construct the culvert. Construction is planned for later this year.

Oldcastle Precast of Topeka submitted a price quote of \$61,500.00 for this culvert. The CIP includes \$160,000 for this project.

Action Required: Consent Agenda authorization for the Public Works Director to approve purchase of a 16' span x 10' high x 38' long precast concrete culvert from Oldcastle Precast at a cost of \$61,500.00 for installation at 08.00N-21.22E.

MEMORANDUM

To : Board of County Commissioners

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

Date : June 24, 2010

Re : US-56 Corridor Management Plan

In 2008, KDOT and local partners including Douglas County, Johnson County, Lawrence/Douglas County MPO, MARC, Baldwin City, Edgerton, and Gardner began the process of conducting the US-56 Corridor Management Plan. The stated purpose of the plan is to improve access management and capacity along US-56 in a way that supports the needs and addresses the concerns of communities along the corridor. The US-56 study corridor extends from US-59 in Douglas County to I-35 in Johnson County.

KDOT and their consultant, TranSystems Corporation, utilized significant public involvement in developing the US-56 Corridor Management Plan. More information on development of the plan can be found at the following website:

<http://www.us56corridorplan.org/>

David Gurss, KDOT Bureau of Transportation Planning, and Jeff McKerrow, TranSystems Corporation, will attend the BOCC meeting to present the plan and discuss recommendations in the plan.

Action Required: Receive presentation and discuss the US-56 Corridor Management Plan.

MEMORANDUM

To : Board of County Commissioners

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

Date : June 24, 2010

Re : Consider approval of Interlocal Cooperation Agreement associated with the US-56 Corridor Management Plan

KDOT collaborated with Johnson County, Douglas County, Baldwin City, Edgerton, Gardner, the Lawrence/Douglas County MPO and MARC to conduct a US-56 corridor management study. The extents of the study corridor are from US-59 in Douglas County to I-35 in Gardner. The purpose of the study is to “prepare a corridor management plan that will: serve as a framework for future potential highway enhancements; identify and preserve right-of-way that may be necessary to accommodate any projected enhancements; describe and identify access management objectives for the transportation corridor; and promote effective inter-connectivity of the local street/road network with the highway.”

Three agreements are needed in conjunction with this effort: (1) Partnership Agreement, (2) Project Agreement, and (3) Implementation Agreement. In September 2008, the parties entered into the Partnership Agreement. The Partnership Agreement essentially says the partners will work together to complete this study and create a regional vision for the corridor. It sets the tone for regional cooperation. In March 2009, the parties entered into the Project Agreement. The Project Agreement specifies funding and other responsibilities of each partner.

Now that the corridor management plan has been completed, KDOT is asking participating entities to enter into an Implementation Agreement, or “Interlocal Cooperation Agreement”. The Implementation Agreement states that each partner will enact local decisions to protect the operational integrity of the highway corridor and endeavor to implement the recommendations contained in the US-56 Corridor Management Plan. David Gurss, KDOT Bureau of Transportation Planning, will attend the BOCC meeting to discuss the Interlocal Cooperation Agreement.

A copy of the Interlocal Cooperation Agreement is attached. The BOCC may want to simply discuss the agreement during the June 30 meeting, then put approval of the agreement on a near-future agenda.

Action Required: Discuss the Interlocal Cooperation Agreement associated with the US-56 Corridor Management Plan, and consider approval of the agreement.

INTERLOCAL COOPERATION AGREEMENT

PARTIES: **Debra L. Miller**, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

Johnson County, Kansas, hereinafter referred to as "Johnson County,"

Douglas County, Kansas, hereinafter referred to as "Douglas County,"

City of Gardner, Kansas, hereinafter referred to as "Gardner,"

City of Edgerton, Kansas, hereinafter referred to as "Edgerton,"

City of Baldwin City, Kansas, hereinafter referred to as "Baldwin City,"

Lawrence-Douglas County Metropolitan Planning Organization, hereinafter referred to as "Lawrence-Douglas County MPO," and

Mid-America Regional Council, hereinafter referred to as "MARC,"

Collectively referred to as the "Parties."

PURPOSE: To formally acknowledge the commitment of the Parties to cooperatively implement the US-56 Corridor Management Plan (hereinafter the "Management Plan") with the objective of preserving the integrity of the Corridor as growth and development within the Corridor increase.

Furthermore, to serve as a framework for cooperation among the Parties by setting forth the roles each of the Parties agrees to undertake, both individually and jointly, to preserve the Corridor's integrity; to enhance opportunities for economic development within the Corridor that will benefit the Parties, other communities along the Corridor, and all residents of the State of Kansas; and to develop an effective interface between the Highway and the land uses and the local street network within the Corridor.

AUTHORITY:

The authority of the Parties to enter into this agreement to jointly undertake the Management Plan includes, but is not limited by K.S.A. 68-404(j) and 68-407, Article 12, § 5 of the Kansas Constitution, K.S.A. 19-101a et seq. and K.S.A. 12-2901 et seq.

EFFECTIVE DATE:

The Parties, on _____, 2010, in consideration of the premises, and to secure the approval of this Agreement, mutually agree to perform in accordance with this Agreement.

DEFINITIONS:

Corridor – an area of land that is within one mile of both sides of the centerline of US-56 along the segment of that Highway beginning at US-59 and ending at I-35.

Highway – US-56

Management Plan – the plan that the Parties have jointly participated in the preparation of and prepared or caused to be prepared for the Corridor, as the Management Plan is amended from time to time in accordance with Section F of this Agreement.

A. GENERAL PROVISIONS:

1. The Highway is an important component of the transportation system of Kansas, serving an area that is expected to experience significant growth and development over the next several years.

2. The Parties have jointly prepared or caused to be prepared and participated in the preparation of the Management Plan, (which Management Plan is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein) to accomplish the following objectives:

- preserve this transportation corridor;
- protect the functionality of the Highway into the future;
- establish a framework for the proper interface between the Highway and the local street/road network and all adjacent development;
- provide opportunities for economic development along the Corridor; and
- suggest tools and strategies that the Parties may employ in a beneficial way, when situations arise, to aide in implementation of the Management Plan’s recommendations..

The goal of the Parties is to accomplish the above objectives, with sensitivity to the long range plans of the cities and counties within the Corridor and to the need to manage access so that the objectives of interested constituencies are achieved, to the greatest extent possible.

3. The Management Plan was drafted after extensive citizen and elected and appointed official participation. This participation was designed to obtain stakeholder and community input, including, but not limited to: county and city meetings; advisory group meetings, technical committee meetings; public officials meetings; and general public involvement and to achieve consensus among the Parties on a vision for development of the Corridor that may benefit all the Parties, community stakeholders and the public in general.

4. This Agreement is intended to serve as a framework for cooperation among the communities along the Corridor in the mutual implementation of the Management Plan. Its goal is to create duties and obligations among the Parties to take action, wherever deemed appropriate, to facilitate the successful implementation of the Management Plan.

B. SECRETARY AGREES:

1. to designate a representative of KDOT to serve as the contact for all matters related to the Management Plan;

2. to consult with the other Parties on passage of regulations establishing building or setback lines along the Corridor;

3. to work with the Parties to identify and employ innovative rights-of-way and corridor preservation techniques;

4. to streamline the processing of required KDOT design review and approvals, such as access permits and similar approvals, when KDOT finds that the application clearly evidences that the approval being sought is consistent with the Management Plan;

5. to cooperate with the Parties in identifying existing access points along the Highway and to reach a mutual agreement on proactively closing those points, where doing so will implement the access management goals of the Management Plan;

6. whenever reasonably possible, and when consistent with governing funding criteria, provide priority funding for projects that conform to the Management Plan and that will be located in or benefit a city or county that has made a good faith effort to participate in the implementation of the Management Plan; and.

7. work cooperatively with the Parties on all issues rising in the Corridor.

C. NON-KDOT PARTIES AGREE:

1. to designate a representative to serve as the contact for all matters related to the Management Plan;

2. to undertake a cooperative effort to implement the Management Plan;

3. to cooperate with KDOT in identifying opportunities to preserve and acquire needed additional right-of-way, as well as preserving and acquiring right-of-way, so the Management Plan may be successfully implemented in a reasonable timeframe:

4. to, as is necessary and appropriate, consider each of the tools identified in the Implementation Chapter of the Management Plan and where deemed appropriate, given current and future circumstances, utilize identified tools to facilitate in implementing the Management Plan;

5. to give the KDOT representative (at least consistent with that given adjacent landowners) notice of applications for development approvals that reasonably could be expected to have significant impact on the Corridor, such as frontage along the Highway, access to the Highway, access to a crossroad that would impact a Highway intersection, or a proposed land use expected to generate significant traffic; and

6. to consult with KDOT before considering approval of any preliminary plat application filed for the subdivision of any land located within one-half mile of the Highway, except that Gardner, Edgerton and Baldwin City would not need to consult with KDOT when said preliminary plat is located in an already developed area of the city and would not be expected to have significant impact on the Corridor.

D. ALL PARTIES AGREE:

1. to uphold the original Partnership Agreement, dated December 15 , 2008, and to continue to actively participate in the collaborative effort created therein;

2. to maintain continual, open and full communications between the Parties with respect to any and all matters that may have the potential to impact the Highway, the Corridor or any areas covered by the Management Plan;

3. to utilize appropriate tools, including planning, regulatory and financial tools, such as those identified in the Management Plan, to preserve and acquire the rights-of-way needed for enhancements to the Highway and the local street network, as shown in the Management Plan, and to otherwise implement the Management Plan;

4. to support this cooperative effort, as needed, by entering into study and interlocal cooperation agreements, related to preparation and implementation of the Management Plan, and project agreements related to the study, retrofit, or improvements that are deemed to be critical to the Corridor;

5. to develop land, utilities, and roadways within and adjacent to the Corridor in an orderly and efficient manner; and

6. to undertake a cooperative effort to:

- preserve, obtain, dedicate or acquire the rights-of-way for future improvement identified in the Management Plan;
- during the short term, take measures, including the installation of interim improvements, that are reasonably and mutually agreed upon to preserve the functionality of the Highway;
- pursue funding for and discuss the appropriate allocation of cost between the Parties for enhancements to the highway mainline shown on the Management Plan, as well as its connecting links;
- coordinate the interconnectivity of the local street/road network with the Highway; and
- use, wherever appropriate, the full range of planning and corridor preservation tools and techniques.

E. CORRIDOR ADVISORY COMMITTEE:

1. The Parties agree that a Corridor Advisory Committee ("Committee") will be established within sixty (60) days of the execution of this Agreement. The purpose of the Committee is to serve as an advisory body to regularly review, evaluate, facilitate discussions of and provide input on events and developments that may have an impact on the Corridor and the Management Plan, and to assist in the continuing development and update of the Management Plan and its implementation strategies. The Committee shall not have any authority regarding powers vested in cities, counties or KDOT, pursuant to state law.

2. The Committee shall be composed of one representative of each Party for a term to be determined by that Party. The members of the Committee shall each year elect one member to serve as the Chair of the Committee. The Committee shall meet whenever the Chair determines that a meeting is appropriate, but shall, at a minimum, meet twice a year.

3. A majority of the members appointed shall constitute a quorum to do business. A vote of a majority of Committee members present at a Committee meeting shall be required to pass any measure.

F. CORRIDOR MANAGEMENT PLAN AMENDMENT:

1. It is understood by the Parties to this Agreement that this Section F of the Agreement applies only to the amendment of the Corridor Management Plan by KDOT. It does not apply to the amendment of comprehensive plans by the Non-KDOT parties to this Agreement whether or not those parties have incorporated the Corridor Management Plan into their comprehensive plan. This Section is to guarantee that a process exists to ensure that the Non KDOT parties are afforded an opportunity to institute recommendations to KDOT on amendments to the Corridor Management Plan and that a process is established that gives all Parties to this Agreement a venue to provide meaningful input to KDOT during any Corridor Management Plan amendment process instituted by KDOT. Local comprehensive plans shall

remain subject to the local amendment process established by State of Kansas planning and zoning statutes; provided that, the parties to this Agreement further understand that no local amendment to the comprehensive plan of any Party to this Agreement, which also amends the Corridor Management Plan as adopted by that Party, or otherwise to any corridor management plan developed in cooperation with KDOT and adopted by that party shall constitute an amendment to or bind KDOT in the amendment by KDOT of the Corridor Management Plan.

2. Once every two years or upon the receipt of a written request outlining specific recommendations signed by three-fourths of the then current members of the Committee, the Parties shall review or reconsider the Management Plan and may propose amendments or extensions to the Management Plan.

3. Ninety (90) days prior to initiation of review of the Management Plan by KDOT, or fifteen (15) days after receipt of a written request from the Committee, as specified above, KDOT shall provide the Parties and the Committee with written notice of its intent to initiate review. The notice shall set a date by which comments shall be submitted to KDOT regarding review and reconsideration of the Management Plan; provided, however, that the date for submission of comments shall not be less than thirty (30) days before KDOT initiates its review. Provided, further that all reviews and comments submitted by the Non KDOT Parties to this Agreement shall be undertaken, prepared and submitted in accordance with State of Kansas planning and zoning statutes.

4. Thirty (30) days prior to the adoption by KDOT of any change to the Management Plan, KDOT shall provide the Parties and the Committee with written notice of its intent to adopt changes to the Management Plan and shall set forth the specific changes KDOT is proposing be adopted. KDOT shall provide a minimum of fifteen (15) days for the Parties and the Committee to submit written comments to KDOT regarding the proposal prior to adopting any changes.

G. FUNDING:

Each of the Parties herein, except where otherwise specifically agreed to in writing between the Parties, shall bear their own administrative costs related to their participation in the implementation of the Management Plan.

H. ADMINISTRATION:

KDOT shall be responsible for administering this cooperative undertaking; provided that, it is anticipated that the cooperative implementation of the Management Plan, as provided for in this Agreement, will require joint operational administration. Each party will assume administrative responsibility for its own participation in this cooperative undertaking. This provision is not intended to grant to any party any control over any other party with respect to the separate and independent powers vested in each party by the Constitution and laws of the State of Kansas.

I. REAL AND PERSONAL PROPERTY:

Real or personal property will not be jointly acquired, held, or disposed of in furtherance of this cooperative undertaking. It is anticipated that additional rights of way will be acquired by dedication or purchase to accommodate the Corridor, as shown on the Management Plan. When and to the extent real or personal property is acquired, held, or disposed of by a party to this Agreement, pursuant to its independent participation in the Agreement, that property shall be acquired, held, and disposed of by that party, in accordance with any laws or regulations that would normally govern those actions.

J. TERM/TERMINATION:

The initial term of this Agreement shall be for a period of twenty years commencing from the Effective Date of this Agreement. At the conclusion of the initial term, the Agreement shall automatically renew for an additional term of twenty years, unless terminated in writing to all Parties not less than thirty (30) day before the termination of the then current term, including the initial term.

K. NOTICE:

1. Every notice contemplated in the agreement must be in writing and sent by one of the following methods: (1) personal delivery; (2) United States Postal Service, first class mail, postage prepaid; (3) facsimile transmission; or (4) email.

2. The notice or other communication sent to a party must be directed to the address for that party set forth below, or to another address designated by that party by written notice:

Kansas Department of Transportation
Attn: Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer
Dwight D. Eisenhower State Office Building
700 S.W. Harrison St.
Topeka, KS 66603-3754
Email: Jerome@ksdot.org

Johnson County
Attn: Brian Pietig
Address: 1800 W. 56 Highway
Olathe, KS 66061
Fax: 913-715-2453
Email: brian.pietig@jocogov.org

Douglas County
Attn: Keith Browning, P.E.
Address: Douglas County Public Works
1242 Massachusetts
Lawrence, KS 66044
Fax: 785-841-0943
Email: browning@douglas-county.com

City of Gardner
Attn: Celia J. Duran, P.E.
Address: 120 E. Main
Gardner, KS 66030
Fax: 913-856-0995
Email: cduran@gardnerkansas.gov

City of Edgerton
Attn: City Administrator
Address: P.O. Box 255
Edgerton, KS 66021
Fax: 913-893-6232
Email: ddillner@edgertonks.org

City of Baldwin City
Attn: City Administrator
Address: P.O. Box 86
Baldwin City, KS 66006
Fax: 785-594-6586
Email: jdingman@baldwincity.org

Lawrence-Douglas County MPO
Attn: Todd Girdler, Senior Transportation Planner
Address: 6 E. 6th St.
Lawrence, KS 66044-0708
Fax: 785-832-3155
Email: tgirdler@ci.lawrence.org/pds/

Mid-America Regional Council
Attn: David Warm, Executive Director
Address: 600 Broadway
Kansas City, MO 64105
Fax: 816-721-7758
Email: dwarm@marc.org

L. AUTHORIZATION TO EXECUTE:

Each of the Parties to this Agreement represents and warrants they have authority to execute this agreement. This Agreement may be executed in two or more counterparts, and each executed counterpart shall be effective as a complete document.

M. NO PARTNERSHIP CREATED:

It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, in any manner or under any circumstances whatsoever, as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

The signature page immediately follows this paragraph.

Debra L. Miller, Secretary of Transportation, Kansas Department of Transportation

BY: _____
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

The County of Johnson
ATTEST:

Becky Williams, County Clerk
(SEAL)

Annabeth Surbaugh, Chairman of the Board

The County of Douglas
ATTEST:

Jamie Shew, County Clerk
(SEAL)

Nancy Thellman, Commission Chair

The City of Gardner
ATTEST:

Teresa Anderson, City Clerk
(SEAL)

David C. Drovetta, Mayor

The City of Edgerton
ATTEST:

David Dillner, Interim City Clerk
(SEAL)

Donald Roberts, Mayor

The City of Baldwin City

ATTEST:

Darcy Higgins, City Clerk
(SEAL)

Ken Wagner, Mayor

Lawrence-Douglas County Metropolitan Planning Organization

ATTEST:

(SEAL)

Lisa Harris, Chair

Mid-America Regional Council

ATTEST:

(SEAL)

David Warm, Executive Director

APPROVED AS TO FORM AND AS IS COMPATIBLE WITH THE LAWS OF THE STATE.

Office of the Attorney General