

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, AUGUST 11, 2010

4:00 p.m.

-Consider approval of the minutes for July 7, July 12, July 13, July 14, July 19, July 20, July 26, and July 27, 2010

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of application for an authorized emergency vehicle permit for Dillon Filkins (Sheriff's Office)

REGULAR AGENDA

- (2) Consider approval of cooperation agreement with Baldwin City for the reconstruction of Route 1055 (6th Street) from US-56 highway (Ames Street) to Route 12 (State Lake Road) in Baldwin City (Keith Browning)
- (3) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (4) Adjourn

WEDNESDAY, AUGUST 18, 2010

6:35 p.m. meeting

- Conduct hearing for public comment concerning possible reversal of minimum maintenance designation to normal maintenance for a portion of E1800 Rd. (Michael Kelly)
- Consider a resolution for reversal of minimum maintenance designation to normal maintenance for a portion of E1800 Rd. (Michael Kelly)
- Public Hearing for 2011 Budget

WEDNESDAY, AUGUST 25, 2010

WEDNESDAY, SEPTEMBER 1, 2010

- Proclamation for National Preparedness Month (Alexandria Norman)
- National Literacy Day (Chris Day)

WEDNESDAY, OCTOBER 13, 2010

- Discussion on SmartStar program from Westar Energy (Eileen Horn)

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.



**DOUGLAS COUNTY
APPLICATION FOR AN AUTHORIZED EMERGENCY VEHICLE PERMIT**

Please type or print the following information:

Check One: New
 Annual Renewal
 (If renewal, attach old permit. **Must be renewed annually by January 31.**)

Name: Dillon Filkins
 Street Address: 327 Eisenhower Dr. Phone # (785) 764-1921
 City: Lawrence, State: KS Zip Code: 66049 County: Douglas
 Make of Vehicle: Ford Year of Vehicle: 2002
 Style of Vehicle: F-350 License Tag #: 773 AVF
 VIN #: 1FTSX31F72ED3368 Driver's License #: KS K01-80-4335 CDLB
 Vehicle Insurance Company Name: Allied Insurance Policy #: 72-2-2528532
 **Attach copy of insurance card.

Agency: Lecompton Fire/EMS District #1
 Agency Address: P.O. Box 154, Lecompton, KS 66050-0154
 Agency Head Signature: [Signature]

I HEARBY CERTIFY, I have read and agree to abide by the requirements set forth in Chapter 8 of the Kansas Statutes which relate to the operation of Emergency Vehicles.

I FURTHER CERTIFY, I will drive with due regard for the safety of others as required by K.S.A. 8-1506.

I FURTHER CERTIFY, I will return my permit when requested by the Sheriff. This permit is not transferable to any other person or vehicle.

I FURTHER CERTIFY, violating any of these laws and/or rules and the commission of other serious traffic violations may be grounds for the cancellation of my vehicle being designated as an "Authorized Emergency Vehicle".

[Signature]
 Signature of Applicant
[Signature]
 Kenneth M. McGovern, Sheriff

28-July-2010
 Date
7/28/10
 Date Permit #

Authorization granted by County Commission on this _____ day of _____, 200_____.

MEMORANDUM

To : Board of County Commissioners

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

Date : August 4, 2010

Re : Cooperation Agreement with Baldwin City for Reconstruction of Route 1055 (6th Street) in Baldwin City from US-56 to Route 12

Douglas County and the City of Baldwin City have agreed in principal to cooperate in the reconstruction of Route 1055 (6th Street) in Baldwin City from US-56 highway (Ames Street) one mile north to Route 12 (State Lake Road). You will recall we previously cooperated with Baldwin City on two projects to improve Route 1055 (6th Street) from Orange Street (south city limits) to US-56 highway. The proposed project would complete the improvements of Route 1055 through Baldwin City. Both Baldwin City and Douglas County have earmarked funds in their respective Capital Improvement Programs to construct these improvements in 2012.

The proposed cost share arrangement is similar to the previous projects:

- Baldwin City pays 100% of sidewalk costs, 50% of remaining construction costs, 100% of right-of-way acquisition and utility relocation costs within the city limits, and 50% of engineering design and construction inspection costs
- Douglas County pays 50% of construction costs less sidewalk costs, 100% of right-of-way acquisition and utility relocation costs in the unincorporated portion of the project, 50% of engineering design and construction inspection costs

Given the most recent cost estimate, the approximate cost shares (2010 dollars) would be as follows:

Construction:	Baldwin City	\$1,440,000
	DGCO	<u>\$1,200,000</u>
	Total	\$2,640,000
Design Engineering: (12% construction)	Baldwin City	\$ 158,400
	DGCO	<u>\$ 158,400</u>
	Total	\$ 316,800
Construction Engrg: (10% construction)	Baldwin City	\$ 132,000
	DGCO	<u>\$ 132,000</u>
	Total	\$ 264,000
Total Project Costs:	Baldwin City	\$1,730,400
	DGCO	<u>\$1,490,400</u>
	Total	\$3,220,800

MEMORANDUM

August 4, 2010

Page Two

We feel the above estimates are somewhat conservative. Construction cost estimates include 10% contingencies. Douglas County currently has \$1,300,000 allocated in the CIP for this work.

The attached cooperation agreement outlines the above cost share arrangement. Under terms of the proposed cooperation agreement, Douglas County would administer the project.

Baldwin City has approved the cooperation agreement.

Action Required: Consider approval of cooperation agreement with Baldwin City for the reconstruction of Route 1055 (6th Street) from US-56 highway (Ames Street) to Route 12 (State Lake Road) in Baldwin City.

**COOPERATION AGREEMENT
CONCERNING THE RECONSTRUCTION OF
ROUTE 1055 (6TH STREET)
IN BALDWIN CITY
FROM US-56 HIGHWAY (AMES STREET)
TO DOUGLAS COUNTY ROUTE 12**

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2010 by and between DOUGLAS COUNTY, KANSAS (hereinafter referred to as the “County”), and BALDWIN CITY, KANSAS (hereinafter referred to as the “City”).

RECITALS

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

WHEREAS, the County and City desire to cooperate in the reconstruction of Douglas County Route 1055 (known as 6th Street in Baldwin City) from approximately US-56 highway (known as Ames Street in Baldwin City) to approximately Douglas County Route 12 (otherwise known as N 400 Road, or State Lake Road in Baldwin City) (hereinafter referred to as the “Project”), including but not limited to construction of standard city street, installation of storm sewer, and construction of sidewalks; and

WHEREAS, the County and City recognize that Route 1055 south of the Project, from Orange Street to US-56 highway (Ames Street), was previously reconstructed and currently includes sidewalks and is drained by curb & gutters and storm sewers, and that the Project should include new curb & gutters, storm sewers, and sidewalks, and provide accommodation for planned sanitary sewer crossing; and

WHEREAS, the County and City wish to enter into this Agreement providing for the duties and obligations to be assumed by each.

AGREEMENT

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

1. *Purposes.* The purposes for which the parties have entered into this agreement are to cooperate in the financing of engineering design services, construction and construction engineering of the Project. The County shall be the lead agency for the Project.
2. *Obligations of the County.*
 - a. The County shall secure the services of an engineering consultant to provide engineering design services and prepare construction plans and specifications for the Project.

- b. The County shall review and approve construction plans and specifications in consultation with the City.
- c. The County shall issue periodic payments due to the engineering consultant for engineering design services.
- d. The County agrees to be ultimately responsible for ½ of all costs of the engineering consultant for engineering design services. The County shall periodically invoice the City for the other ½ of the payments made to the engineering consultant for engineering design services.
- e. The County shall secure the services of a contractor through the County's bidding process for construction of the Project.
- f. The County shall secure the services of an engineering consultant to provide construction engineering services or, at the discretion of the County, may provide construction engineering services with County personnel.
- g. The County shall issue periodic payments due to the engineering consultant, if utilized, for construction engineering services.
- h. The County agrees to be ultimately responsible for ½ of all engineering consultant costs, if utilized, for construction engineering services. The County shall periodically invoice the City for the other ½ of the payments made to the engineering consultant, if utilized, for construction engineering services.
- i. The County agrees to be ultimately responsible for ½ of any and all costs of providing construction engineering services by County personnel. For purposes of this Agreement, the County's costs of providing construction engineering services by County personnel shall be determined based upon actual hours expended by County personnel plus fringe benefits and out of pocket costs incurred (including mileage), in a manner similar to those required for reimbursement under state and federally funded projects. The County shall invoice the City near the mid-point the project's construction and within 60 days after conclusion of the project for the other ½ of any and all costs of providing construction engineering services by County personnel.
- j. The County shall prepare periodic pay estimates, and issue payments due to the contractor.
- k. The County agrees to be ultimately responsible for ½ of all roadway construction costs including the cost of storm sewer construction, but excluding the cost of sidewalks and sanitary sewer facilities. The County shall periodically invoice the City for the other ½ of all roadway construction costs including storm sewer construction, and shall periodically invoice the City for the entire cost of sidewalk construction and sanitary sewer facilities construction.

- l. The County shall be responsible for acquiring additional rights-of-way, permanent easements, and/or temporary easements from properties situated in unincorporated Douglas County necessary for construction of the Project.
- m. The County shall pay all costs of any and all non-City owned utility relocation work in the unincorporated portions of Douglas County required for the Project.

3. *Obligations of the City.*

- a. The City shall review construction plans and specifications for the Project, and provide feedback to the County and the engineering consultant.
- b. The City shall issue periodic payments to the County for ½ of the payments made by the County to the engineering consultant for engineering design services. Such payments shall be made to the County within 30 days after receiving each invoice from the County.
- c. The City shall oversee the construction of any utility relocation work required for the Project, including utility relocation work required outside City limits. The City shall ensure utility relocations outside City limits meet County standards and requirements. Utility work shall be substantially completed before the County enters into a construction contract for the Project.
- d. The City shall pay all costs of any and all utility relocation work within the City limits required for the Project, and the City shall pay all relocation costs of any City-owned utility required for the Project both within and outside the City limits.
- e. The City shall make periodic payments to the County for ½ of the payments made by the County to the contractor for all roadway improvements including storm sewer construction. These payments to the County shall be submitted within 30 days after receiving each invoice from the County.
- f. The City shall make periodic payments to the County for 100% of any payments made by the County to the contractor for any and all sanitary sewer facilities and/or utility installation or relocation work within the City limits and for all sidewalk construction costs. These payments to the County shall be submitted within 30 days after receiving each invoice from the County.
- g. The City shall make periodic payments to the County for ½ of any payments made by the County to an engineering consultant, if utilized, for construction engineering services. Such payments shall be made to the County within 30 days after receiving each invoice from the County.
- h. The City shall make periodic payments to the County for ½ of any and all costs of providing construction engineering services by County personnel. Such payment shall be made to the County within 30 days after receiving an invoice from the County.

- i. The City shall be responsible for acquiring additional rights-of-way, permanent easements, and/or temporary easements from properties situated within incorporated Baldwin City necessary for construction of the Project.
4. *Approval and Authorization.* Each of the persons signing this agreement warrants and represents that this Agreement has been approved by its governing body, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms. Each party further warrants and represents that the expenditures anticipated pursuant to this Agreement and entering into this Agreement do not and will not violate the Kansas cash basis laws, K.S.A. 10-1101, et. seq.
5. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.
6. *Applicable Law.* This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.
7. *Venue.* It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be in the District Court of Douglas County, Kansas.
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.
9. *Effective Date.* This Agreement shall take effect upon the date fully executed by both parties.
10. *Prior Agreements.* This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

This Agreement is approved, as authorized by the Board of County Commissioners of Douglas County, Kansas on the _____ day of _____, 2010.

This Agreement is approved, as authorized by the Governing Body of the City of Baldwin City, Kansas on the 2nd day of August, 2010.

CITY OF BALDWIN CITY, KANSAS DOUGLAS COUNTY, KANSAS

By: _____
Jeff Dingman
City Administrator

Nancy Thellman, Chair

Mike Gaughan, Commissioner

Jim Flory, Commissioner

ATTEST:

ATTEST:

Darcy Higgins, Baldwin City Clerk

Jamie Shew, Douglas County Clerk

Dated: _____

Dated: _____