

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: JAMES M. HAAG, JR.	Ext. 3552
DEPARTMENT: PUBLIC WORKS	
DATE: 10/5/09	No.

ITEM: Discuss authorizing the Chairman execute the K-68 Corridor Interlocal Cooperation Agreement

Background: The K-68 Corridor study is complete. Public meetings, Elected Officials briefings and steering committee meetings have been held. The agreement is to formalize the commitment of the parties to implement the Corridor Management Plan with the objective of preserving the integrity of the K-68 Corridor.

Recommended Action: Discuss authorizing the Chairman execute the K-68 Corridor Interlocal Cooperation Agreement

Attachments: Agreement

INTERLOCAL COOPERATION AGREEMENT

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

THE COUNTY OF MIAMI, hereinafter referred to as "Miami County;"

THE COUNTY OF FRANKLIN, hereinafter referred to as "Franklin County;"

THE CITY OF LOUISBURG, hereinafter referred to as "Louisburg;"

THE CITY OF PAOLA, hereinafter referred to as "Paola;"

THE CITY OF OTTAWA, hereinafter referred to as "Ottawa;"

COLLECTIVELY referred to as "Parties."

PURPOSE: To formally acknowledge the commitment of the Parties to cooperatively implement the 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; enhancing 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 Study 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 _____, 2009, 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 K-68 along the segment of that Highway beginning at, and including, the interchange of K-68 and I-35 and proceeding easterly approximately 30.5 miles, terminating at the Kansas/Missouri State Line.

Highway – K-68

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 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 Interlocal 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 ordinances 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's 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; and
6. to confer with KDOT before approving any preliminary plat for the subdivision of any land located within the Corridor.

D. ALL PARTIES AGREE:

1. to uphold the original Partnership Agreement, dated April 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 create a process by which Non KDOT parties are

afforded an opportunity to institute recommendations to KDOT on amendments to the Corridor Management Plan. Furthermore, this Section establishes a process that gives all Parties to this Agreement a venue to provide meaningful input to KDOT during any Corridor Management Plan amendment process. Local comprehensive plans shall remain subject to the local amendment process established by K.S.A. 12-747; provided that, the Parties to this Agreement 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 amends any corridor management plan developed in cooperation with KDOT and adopted by that party, shall constitute an amendment to or bind KDOT to amend the Corridor Management Plan.

2. Ninety (90) days prior to initiation of review of the Management Plan, 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.

3. 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 not anticipated that the cooperative implementation of the Management Plan, as provided for in this Agreement, will not 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; or (3) facsimile transmission.

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

Miami County, Kansas
Attn: Penny Evans, P.E.
County Engineer
Address: 201 South Pearl, Suite 102
Paola, KS 66071
Fax: (913) 294-9544
Email: countyclerk@miamicountyks.org

Franklin County, Kansas
Attn: James M. Haag, Jr., P.E.
Director, Public Works
Address: 315 South Main
Ottawa, KS 66067
Fax: (785) 229-3410
Email: publicworks@mail.franklincoks.org

The City of Louisburg, Kansas
Attn: Rita Cassida, P.E.
City Engineer
Address: 5 South Peoria Street, Suite 102
Louisburg, KS 66053
Fax: (913) 837-5374
Email: cassida@cityoflouisburg.net

The City of Paola, Kansas
Attn: Mike Gotfredson
City Planner
Address: 19 East Peoria Street, 2nd Floor
Paola, KS 66071
Fax: (913) 259-3615
Email: mgotfredson@cityofpaola.com

The City of Ottawa, Kansas
Attn: Wynndee S. Lee, AICP
Director of Planning and Codes
Address: 101 South Hickory Street, 2nd Floor
Ottawa, KS 66067
Fax: (913) 229-3620
Email: wlee@ottawakansas.net

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 Miami

ATTEST:

Janet White, County Clerk
(SEAL)

Jim Wise, Commission Chairman

The County of Franklin

ATTEST:

Shari Perry, County Clerk
(SEAL)

John E. Taylor, Commission Chairman

The City of Louisburg

ATTEST:

Traci Storey, City Clerk
(SEAL)

Curt Shreckengaust, Mayor

The City of Paola

ATTEST:

Dan Droste, City Clerk
(SEAL)

Artie Stuteville, Mayor

The City of Ottawa
ATTEST:

Scott D. Bird, City Clerk/Finance Director
(SEAL)

Blake Jorgensen, Mayor

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

Office of the Attorney General