

Bill No. 525
Ordinance No. 1525

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF RICH HILL, MISSOURI TO EXECUTE A CONTRACT WITH THE STATE HIGHWAY AND TRANSPORTATION COMMISSION DATED THE 20TH DAY OF JANUARY 2015, SETTING FORTH THE DUTIES AND OBLIGATIONS OF THE CITY OF RICH HILL CONCERNING MAINTENANCE OF CITY STREETS

BE IT ORDAINED by the Board of Aldermen of the City of Rich Hill, Missouri as follows:

Section 1: The Mayor of the City of Rich Hill, Missouri is hereby authorized and directed to execute a contract with the State Highway Commission dated the 20th day of January 2015, setting forth the duties and obligations of the City of Rich Hill concerning maintenance of City Streets; that a true and correct copy of said contract is attached hereto and made a part hereof.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect and be in force from and after its passage and approval.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and The City of Rich Hill, Missouri (hereinafter, "Agency"). This agreement is to consolidate and update the Contract for Maintenance of City Streets executed on October 8, 1957 and the terms of an executed Sales Agreement dated January 20, 2015.

WHEREAS, a Contract for Maintenance of City Streets was executed between the Agency and Commission on October 8th, 1957.

WHEREAS, a Sales Agreement for the conveyance of Commission owned maintenance property located in Rich Hill, MO, which included stipulations to maintain a portion of Route A, was executed on January 20th, 2015.

WHEREAS, the Agency owns and controls the sidewalks and parking areas along each side of the driving surface of Route A within the city limits of Rich Hill, MO.

WHEREAS, the Agency and Commission agree to the consolidation of terms listed in the above mentioned agreements in order to establish a current Maintenance Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to designate maintenance responsibilities for a highway as authorized by Article IV, Section 30(b)1(3)(f) of the Missouri Constitution.

(2) LOCATION: The location of the highway which is the subject of this Agreement is as follows: Route A between the present east and west City Limits of the City of Rich Hill, Missouri; more specifically from the west side of the intersection at Route A & I-49 south bound ramps to the west side of the intersection at Route A & McComb Street.

(3) MAINTENANCE BY COMMISSION: The Commission will maintain the designated roadway(s) in the manner and to the extent outlined in this agreement. Maintenance as contemplated by the Commission shall be restricted to the driving surface and traffic control devices (Paragraph 5). The Commission will maintain the drainage ditches along Route A that is within the above specified Rich Hill city limits. It does not include the maintenance, installation, removal or repair of water supply lines, sanitary and storm sewers, sidewalks, parking areas, parkways, trees or other ornamental vegetation, street lighting systems, pole lines, conduits, or other utilities. All work and/or costs for work for all excluded functions shall be the responsibility of the Agency or owner of the facility involved. Snow removal by the Commission will consist of plowing and/or the application of chemicals acceptable to the Commission to the driving surface only.

(3A) MAINTENANCE BY AGENCY: The City of Rich Hill will maintain the sidewalks and parking areas along each side of driving surface of Route A that is within the above specified Rich Hill city limits. The Agency shall be responsible for snow and/or ice removal from the parking areas along the above specified segment of Route A. The Agency will also be responsible for mowing the right-of-way area along Route A that is within the above specified Rich Hill city limits.

(4) USE OF EXISTING RIGHT OF WAY: The Commission shall have full use of the existing right-of-way to such roads or streets and drainage ditches for maintenance purposes, and the Agency agrees to retain such right-of-way for Commission use.

(5) TRAFFIC SIGNS, LIGHTS OR SIGNALS: The Commission will install and maintain such regulatory, warning and informational traffic signs, pavement markings, lights or signals as are prescribed by the policy of the Commission and in accordance with the Manual on Uniform Traffic Control Devices to the extent that the latter is approved by the Commission and the Federal Highway Administration.

(6) ORDINANCES AND REGULATIONS:

(A) The Agency agrees to enforce and keep in force such ordinances or regulations as have been or may be approved by the Commission and thereafter duly enacted relating to the use of said highways by motor vehicles.

(B) The Agency will submit to the Commission for approval any ordinances, rules, regulations, or resolutions appertaining to the regulation of traffic, the parking of motor vehicles, location and character of loading zones, sale or distribution of

merchandise on the highway right-of-way, or the location, form, or character of any traffic signs and will not enact or keep in force any ordinance not approved by the Commission.

(7) ENTRANCES, DRAINAGE AND UTILITIES: All requests for the installation, relocation or removal of any entrance or roadway drainage facility within the above specified limits of Route A right-of-way and all requests for the installation, relocation or removal of the facility of any public utility and public or private lines, poles, wires or conduit involving location on or excavation in, under or through the thruway surface, shoulders or highway drainage facility, shall be referred to the Commission's District Engineer for the issuance of a permit. All such work shall be in accordance with the standard policy and regulations of the Commission and shall proceed only after a permit for this particular installation, relocation or removal has been obtained from the District Office of the Commission.

(8) SPECIAL CONDITIONS: As per the January 20, 2015 Sales Agreement conveying approximately 8.6 acres of the Commission owned Rich Hill maintenance facility to Agency, the following items are agreed upon.

(A) The Agency will be responsible for all utilities expended that service the existing facilities on the remaining approximate 1.3 acres of the Rich Hill maintenance property being retained by Commission until December 31st, 2024. As part of the sanitary sewer drainage, the Agency acknowledges the acceptance of vehicle wash water as well as some minimal storm water.

(B) The Agency provides an ingress/egress easement to Commission for accessing the 1.3 acre property. This easement is specifically described in Quitclaim Deed recorded in Bates County Book 986 & Page 5.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agency's wrongful or negligent performance of its obligations under this Agreement. This paragraph no way abrogates agency's solvent enmity

(B) The Agency will require any contractor procured by the Agency to work under this Agreement:

(1) To obtain a no-cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its

employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Agency and the Commission.

(11) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

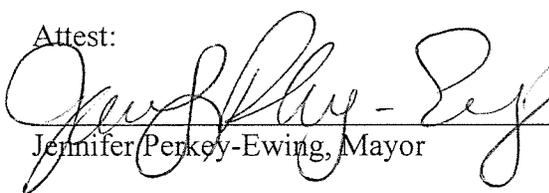
ALL ORDINANCES OR PARTS OF ORDINANCES OR POLICIES IN CONFLICT WITH THIS ORDINANCE ARE HEREBY REPEALED.

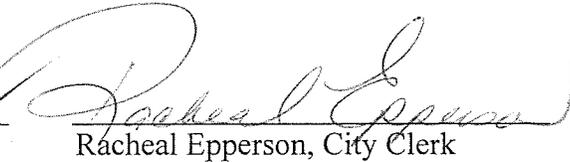
1ST READING 9/9/2015

2ND READING 9/9/2015

This Ordinance was read, passed, and approved this 9th day of September, 2015.

Attest:


Jennifer Perkey-Ewing, Mayor


Racheal Epperson, City Clerk

Ayes: Kassner, Pilcher, Dauhman

Nays: none