

502-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 18

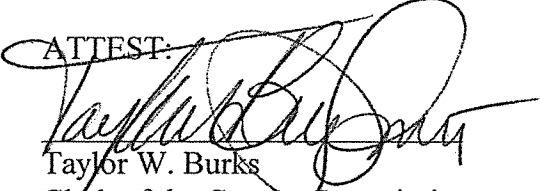
In the County Commission of said county, on the 13th day of November 20 18

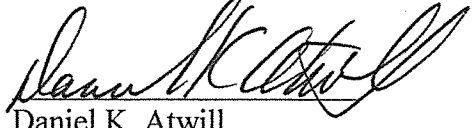
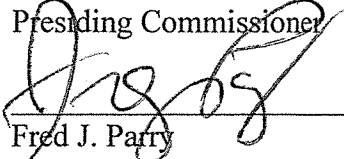
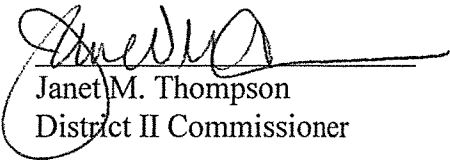
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Road Maintenance Agreement between Boone County and the City of Columbia

The terms of the agreement are stipulated in the attached Road Maintenance Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 13th day of November, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

**BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE AGREEMENT**

Road Maintenance Responsibilities

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri (hereinafter "County"), and the **City of Columbia, Missouri**, a political subdivision of the State of Missouri (hereinafter "City") and is effective on the date of final execution as indicated below.

WHEREAS, County and City desire to cooperate with each other on the maintenance of certain roadways over which both County and City have certain maintenance obligations; and

WHEREAS, the parties are authorized pursuant to the provisions of RSMo §229.040, RSMo 71.340 and RSMo §70.220 to enter this cooperative agreement; and

WHEREAS, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the maintenance of the impacted roadways.

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

1. **PURPOSE**: The purpose of this agreement is to formalize the understanding between the parties regarding ongoing maintenance responsibilities of roads along the geographic boundary of the city limits of Columbia. Both parties recognize it is more effective to strategically plan limits of maintenance responsibility than to only use annexation limits to dictate responsibility. The attached map will dictate which party is responsible for maintenance of a particular road. This agreement is not contemplating maintenance agreements between any other parties other than City and County.
2. **MAP**: The attached map dated **October 23, 2017**, is representative of the known roads of public maintenance responsibility within the City and County roadway systems. The roads for which each party is responsible has been displayed with symbols corresponding to each party as shown in the map legend. Said map is incorporated herein by reference.
3. **MAINTENANCE LIMITS VIEWER**: It is the intent of City and County to create an online, GIS-based map viewer that easily identifies which party is responsible for maintenance of each road. This viewer will be reflective of the incorporated map and will be made available to individuals of each party as needed to accomplish the goal of quickly and accurately informing the public of who is responsible for maintenance of each road. Each party shall be the custodian of a duplicate, original map in electronic format.
4. **TERM AND MODIFICATION OF BASE MAP**: This Agreement shall be effective from the date of final execution through December 31, 2018. Thereafter, the Agreement

shall automatically renew for additional, one-year terms unless terminated by either party in accordance with the termination provisions of this Agreement. Beginning in October, 2018, City and County will review county development activity and city annexation activity on an annual basis to determine if any changes to the base map are advisable. If City and County staff believe changes to the map are advisable and the parties mutually-agree, the parties will amend this agreement with an updated map reference, adjusting limits of maintenance with respect to changes in annexation and infrastructure development that will occur since implementation of this agreement. It is agreed by the parties that whenever a county-maintained section of roadway located between two intersecting roadways is embraced by boundaries of the city exceeding 60% of the combined length of property frontage along both sides of the roadway in question, that section of roadway will be transferred to City maintenance at the next October review meeting unless other mutually-agreed upon arrangements are made.

5. PRECEDING AGREEMENTS: The parties have entered certain historical agreements regarding their road systems, as follows:
- Clark Lane, Brown School Road, and Scott Blvd., approved in County Commission Order 318-2008 and approved in City of Columbia Bill B165-08, Ordinance #019951;
 - Rolling Hills Road, approved in County Commission Order 549-2008 and approved in City of Columbia Bill B5-09, Ordinance #020166;
 - Old Plank Road, approved in County Commission Order 362-2009 and approved in City of Columbia Council Resolution R194-09.
 - Gans Creek Road agreement, approved in County Commission Order 248-2010 and approved in the City of Columbia Council Resolution R109-10;

For so long as this Agreement remains in full force and effect, these prior agreements which contemplate the responsibility of maintenance of portions of the road system between City and County are hereby replaced by this Agreement upon its adoption. If this Agreement is terminated, however, the prior agreements identified in this paragraph will continue to control the maintenance responsibilities of the parties as set forth in these prior agreements. In addition, nothing herein shall be interpreted as amending the agreement between the parties which relates to the sharing of the County road sales tax revenue approved in Boone County Commission Order 461-2011 and Columbia City Ordinance #021107, and nothing herein shall prevent the parties from entering into subsequent agreements to effectuate specific road maintenance activities, such as road striping or overlay projects, when the parties determine that such further project-based cooperation is in their mutual interest in serving the traveling public.

6. NEW DEVELOPMENT: For purposes of this agreement only, “new development” means development associated with or intended for the construction of new residential, non-residential, commercial or industrial buildings. Because this Agreement addresses maintenance responsibilities, this Agreement does not apply to alterations to county or city roads due to new development, and is not intended to alter existing practices with

respect to the approval or construction of roads and any work in roadways associated with new development.

7. RESPONSIBILITIES: Each party shall solely maintain the roads assigned to them as part of their street system and shall make efforts to keep them in an acceptable condition. This includes all aspects of the road system, including but not limited to: pavement condition, storm water conveyances, signage, striping, right-of-way, and brush clearing, but shall exclude sidewalks. The party responsible for maintenance will determine the appropriate speed limits for the sections they maintain, and will make recommendations to both parties for the adoption of those speed limits.
8. SNOW REMOVAL OUTSIDE SCOPE OF AGREEMENT: Notwithstanding any provision in this Agreement, this agreement in no way addresses snow removal. Other agreement(s) are in place to address snow removal.
9. PERMITTING: Right-of-way, utility, driveway, and other special permits, other than for new development, shall be issued by the party responsible for maintenance. However, where the road is actually owned by the other party (i.e. where the City owns the road and the County maintains the road, or vice-versa), prior to issuance of any such permit, notice shall be given to the party owning the road and that party shall have three business days to object to issuance. If an objection is made, the party owning the road will assume responsibility for review and issuance but shall do so in consultation with the party maintaining the road, assuring that the concerns of both parties are addressed.
10. CONSTRUCTION STANDARDS/SPECIFICATIONS: The party responsible for maintenance will decide the construction standards and specifications for work performed.
11. ASSIGNMENT: Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
12. SOLE BENEFIT OF PARTIES: This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
13. TERMINATION: Either party may thereafter terminate this Agreement upon three hundred sixty (360) days written notice directed to the other party. Any notice of termination provided for must contemplate a final termination date of December 31st of the following year.
14. NONAPPROPRIATION: The obligations of either party contemplated herein are conditioned upon there being a sufficient, unencumbered appropriation balance budgeted for that purpose.

15. BINDING ON SUCCESSORS: The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.

16. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.


IN WITNESS WHEREOF the parties, through their duly authorize representatives, have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 13 day of November, 2018.

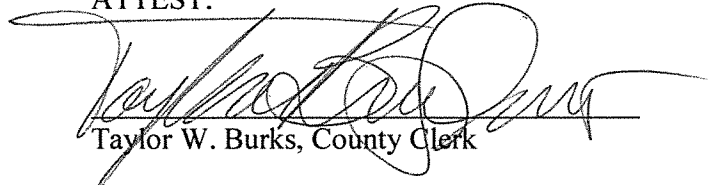
Executed by the City of Columbia this 8 day of November, 2018.

BOONE COUNTY, MISSOURI


By:


Daniel Atwill, Presiding Commissioner

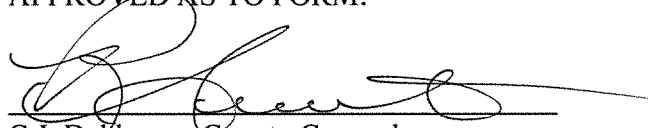
ATTEST:


Taylor W. Burks, County Clerk

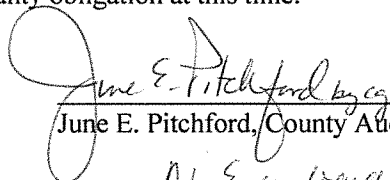
Approved:


Stan Shawver, Director of Resource Management

APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

Boone County Auditor Certification: I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


June E. Pitchford, County Auditor
Date 11/16/18
No Encumbrance Required

CITY OF COLUMBIA, MISSOURI

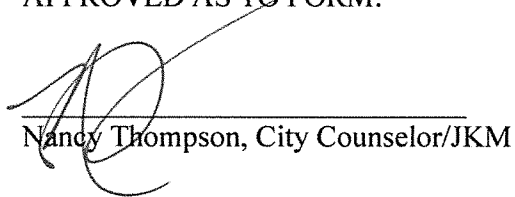
By:


Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:

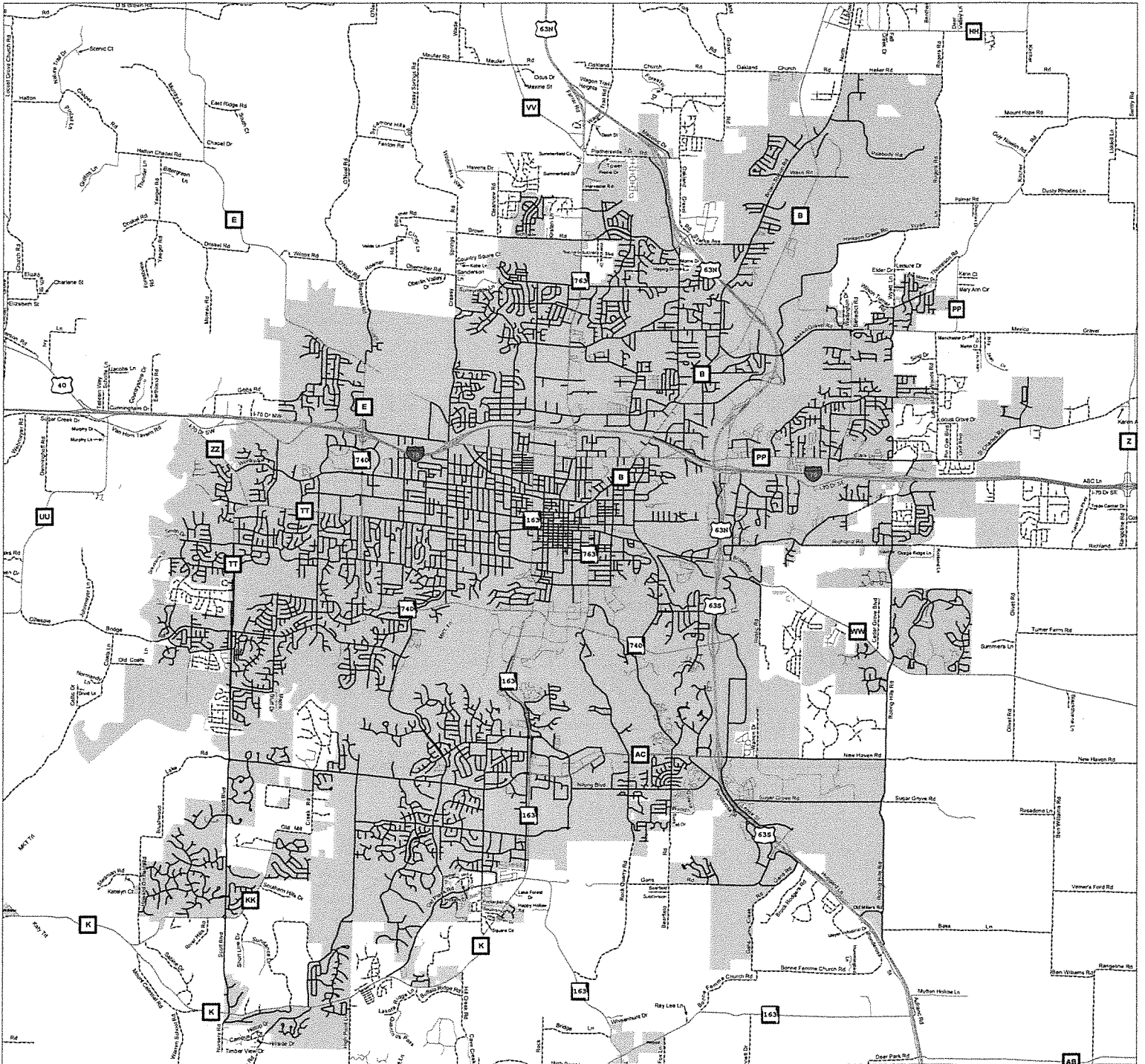

Nancy Thompson, City Counselor/JKM

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such an appropriation sufficient to pay therefore.


Director of Finance 11/7/18
Date

EXHIBIT

Road Maintenance Responsibility Map






**Boone County & City of Columbia
Road Maintenance Responsibility**

Maintenance Responsibility
 — Columbia
 - - - Boone County
 — Other

Commission Order:
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Boone County
 Resource Management
 BOONE COUNTY GOVERNMENT CENTER
 802 S. WALTON'S BOWLING GREEN
 COLUMBIA, MO 65201-7799
 (314) 882-6600 FAX (314) 882-6600

023682

Permanent Record
Filed in Clerk's Office

Introduced by Trecco

First Reading 10-15-18

Second Reading 11-5-18

Ordinance No. 023682

Council Bill No. B 256-18

AN ORDINANCE

authorizing an agreement with Boone County, Missouri relating to ongoing maintenance responsibilities of roads along the geographic boundary of the Columbia city limits; and fixing the time when this ordinance shall become effective.

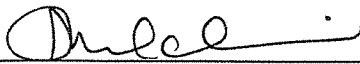
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri relating to ongoing maintenance responsibilities of roads along the geographic boundary of the Columbia city limits. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.


SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 5th day of November, 2018.

ATTEST:

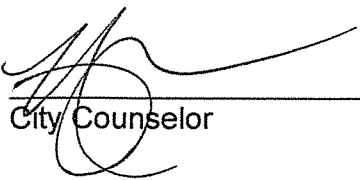


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor