

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, JUNE 2, 2021
13TH DAY APRIL ADJOURNED

The Adair County Commission convened at 8:30 a.m. on June 2, 2021, in the Courthouse at Kirksville. All Commissioners were present. Presiding Commissioner Shahan was present until 12:30 p.m.

At 12:00 p.m., the Commission met with members of the City of Kirksville to sign the Hungry Hollow Road Bridge Construction Agreement between the City of Kirksville and Adair County, Missouri. Also present were Zac Burden, Mayor of Kirksville; Jessica Parks, Mayor ProTem; Mari Macomber, Kirksville City Manager; and Ashley Young, Assistant City Manager. KTVO Television's Ashley Hoak was present to cover the event.

Both Presiding Commissioner Shahan and Mayor Burden discussed the importance of the County and the City working together for a common goal. Hungry Hollow Road, the causeway for Hazel Creek Lake, was closed in December 2019 due to roadway safety concerns. The signed agreement states that both the County and the City will invest funds needed to construct the new bridge that will replace the current causeway. The County will build the bridge and the City of Kirksville will provide \$69,000 toward the cost of the project. The bridge will supply needed transportation for the public and improve the quality of drinking water as Hazel Creek Lake is an important water supply to the City of Kirksville. The County Commission approved the signing of the agreement on May 26, 2021.

Presiding Commissioner Shahan and Mayor Burden both signed the agreement and Mrs. Macomber presented a check in the amount of \$69,000 to the County. Under this agreement, the County will take ownership of the completed bridge and be responsible for further repairs and maintenance.

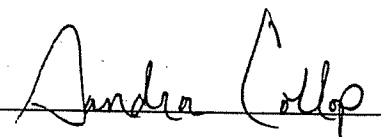
The Adair County Commission adjourned at 4:00 p.m. on June 2, 2021.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, June 2, 2021:

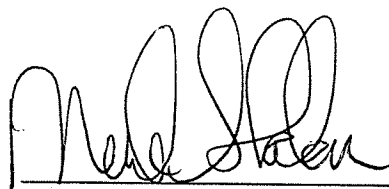
Terry Reynolds – Solar Farms
David Sampson – Solar Farms
Mari Macomber – County Commission
Ashley Young – County Commission
Zac Burden – County Commission

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ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

WEDNESDAY, JUNE 2, 2021

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IN REF. ORDER NO 15 Hungry Hollow Road and Bridge Construction Agreement

**HUNGRY HOLLOW ROAD
BRIDGE CONSTRUCTION AGREEMENT**

THIS AGREEMENT is entered into this 2 day of JUNE, 2021, by and between the City of Kirksville, a Missouri Third Class City, referred to herein as the "City" and Adair County, Missouri, a Missouri Third Class County referred to herein as the "County".

WHEREAS, the City is the owner of certain real property which includes Hazel Creek Lake, a major drinking water source for residents of both the City and the County, and

WHEREAS, the County has in its road inventory a certain county road known as Hungry Hollow Road, a portion of which crosses Hazel Creek Lake as an elevated causeway, and

WHEREAS, at the time Hazel Creek Lake was constructed, the City funded the construction of a new causeway and to include 3 large road tubes to transit water from one side of the causeway to the other.

WHEREAS, the 3 road tubes were necessitated when Hungry Hollow Road causeway was constructed to replace the existing county road. The road tubes were chosen by the City for the purpose of transiting the water from one side of the Hungry Hollow Road causeway to the other, and,

WHEREAS, with the passage of time, the road tubes have deteriorated and need to be replaced, with the County having already replaced one tube, and,

WHEREAS, the City and the County now desire to formally set forth their cost sharing partnership in connection with the replacement of the road tubes with a bridge over a portion of Hazel Creek Lake, and,

WHEREAS, the Agreement set forth herein will benefit the water quality for residents of the City and the County, and provide improved access across the lake for recreational users as well and citizens needing to transit from one side of the Hazel Creek Lake to the other.

NOW THEREFORE, the parties agree as follows:

1. The County will construct a 50' bridge over a portion of Hazel Creek Lake on the Hungry Hollow Road causeway. The location of the bridge, the materials chosen for the bridge construction, and site of the bridge including the width of the bridge, and all other issues pertaining to the construction of the bridge, shall be subject to the sole and absolute discretion of the County, provided that County shall meet and confer with City staff at appropriate design and construction intervals and give reasonable consideration to input from City staff regarding design and construction of the bridge, particularly in regards to matters involving water quality.

City of Kirksville/County of Adair
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2. Any tubes under the bridge together with the road structure and materials under the bridge, which are not part of the bridge structure shall be removed by the County.

3. The City shall contribute the sum of \$69,000.00 to the County for the purchase of guardrails, I-beams, concrete, and other materials for the construction of the bridge. Said contribution shall be paid to the County on or before June 2, 2021.

4. County shall be responsible for all costs for the construction of the bridge over and above City's contribution set forth above, including any costs for the removal and off-site disposal of existing dirt, tubes, and bollards.

5. County shall construct the bridge prior to the end of the 2022 construction season.

6. If allowable and timing permits, both parties may use their American Recovery Plan funds received from the United States government to meet the obligations agreed upon herein, but in no way shall use the unavailability of these funds or the timing of the availability of these funds as a basis to delay or refuse to meet agreed upon obligations as set forth herein.

7. At such time as City pays the funds set forth herein, the parties agree that all future labor and material costs for maintaining all components of the bridge including the bridge deck, abutments, piles, piers or girders and those portions of Hungry Hollow Road that crosses property owned by the City including but not limited to those portions of the Hungry Hollow Road causeway that crosses Hazel Creek Lake, including, but not necessarily limited to, labor and material costs for grading and graveling the road surface of the traveled portion of the roadway, snow removal, installing or maintaining guardrails, road shoulders, riprap, vegetation control, erosion control, and the repair and maintenance of the underwater foundation and road base of the Hungry Hollow Road causeway shall be the sole responsibility of County. To the extent necessary, the City hereby dedicates the right of way of Hungry Hollow Road causeway to the County to conduct regular maintenance of the bridge and repair and maintenance of earthen portions of the Hungry Hollow Road causeway.

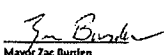


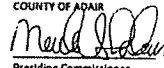
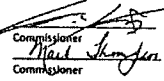
Notwithstanding the foregoing, County grants permission to City to enter upon the Hungry Hollow Road right of way to mow the ground within the right-of-way.

8. City agrees to execute any and all documents reasonably required by County, granting to County an Easement for purposes of constructing and maintaining Hungry Hollow Road, including the roadway and bridge anticipated by this Agreement.

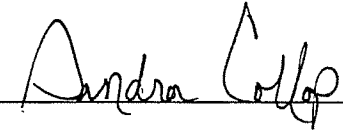
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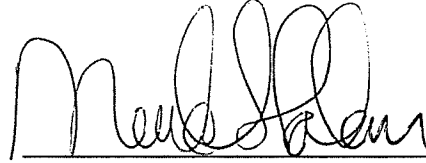
City of Kirksville/County of Adair
Hungry Hollow Road
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IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

<p>CITY OF KIRKSVILLE</p> <p> Mayor Zac Burden</p> <p>Attest:  City Clerk</p> 	<p>COUNTY OF ADAIR</p> <p> Presiding Commissioner</p> <p> Commissioner</p>
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ATTEST: 
County Clerk


Presiding Commissioner, Mark Shahan