

ADAIR COUNTY COMMISSION MINUTES

MONDAY, MARCH 21, 2016

Continued from page 256

RECEIVED
DEC 17 2009
COUNTY CLERK

COO Form: DE10
Approved: 01/99 (BDG)
Revised: 04/09 (MRA)
Modified:

County Agreement
Route: 63
County: Adair
Job No.: J2P0483

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COUNTY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Adair, Missouri (hereinafter, "County").

WITNESSETH:

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

(1) **IMPROVEMENT DESIGNATION:** The public improvement designated as Route 63, Adair County, Job No. J2P0483 shall consist of constructing a two-lane rural highway adjacent to and parallel to existing Route 63 to relieve congestion and improve safety within Adair County.

(2) **IMPROVEMENT WITHIN COUNTY:** The improvement within the County is located as follows:

Beginning at Station 377+00, a point approximately 1200 feet south of Benton Way, run in a generally southerly direction approximately parallel to Baltimore Street to Station 835+00, a point approximately 1500 feet south of Eagle Lane. Length of improvement is approximately 8.5 miles.

(3) **LOCATION:** The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(4) **PURPOSE:** It is the intent of this Agreement that the Commission shall provide without cost to the County, except as otherwise provided in this Agreement, a highway for traffic in the County and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(5) **RIGHT-OF-WAY USE:** The County grants the right to use the right-of-way of public roads as necessary for construction and maintenance of said public improvement. Any damages to County owned public roadways directly resulting from Commission activities during construction of these improvements shall be repaired and/or otherwise mitigated.

(6) **CLOSE AND VACATE:** The County shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Laurel Lane permanently during construction, the County shall be advised in time to make provisions for the diversion and rerouting of traffic. Any County roadways that will be stubbed off, as part of this project shall be improved at, or near, the resulting terminus such that turn-around movements will be facilitated.

(7) **RIGHT-OF-WAY ACQUISITION:**

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the clerk of the County and proceed to acquire at its expense, at no cost or expense to the County, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a fully controlled access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(8) **UTILITY RELOCATION:**

(A) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(B) The County agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the County will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his/her authorized representative. The County shall take whatever actions are necessary to assure compliance with this Subsection.

(9) **LIGHTING:** The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in

2

accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the County on the improvement without approval of the Commission.

(10) **TRAFFIC CONTROL DEVICES:** The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the Commission. The County shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

(11) **PERMITS:** The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(12) **COMMENCEMENT OF WORK:** After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(13) **MAINTENANCE:**

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust county roads, the right-of-way acquired for these adjustments and connections will be deeded to the County. Effective upon completion of construction, the Commission shall transfer ownership, by quitclaim deed, to the County, and the County will accept the portions of county roadways realigned and/or reconstructed by this improvement. These realigned and/or reconstructed county

3

road segments are as follows:

Spencer Lane. As shown on the plans, the Commission is acquiring the right-of-way for and constructing a new connection between existing County Roadway Spencer Lane and Commission Highway Route 63. Upon completion of construction, the section of new Spencer Lane, between Station 2527+00 and Station 2655+00 will be transferred to the County's inventory as described above.

Dogwood Lane. As shown on the plans, the Commission is acquiring the right-of-way for and constructing a new connection between existing County Roadway Dogwood Lane and Commission Highway Route 63. Upon completion of construction, the sections of new Dogwood Lane, between Station 2+00 and Station 7+50 and between Station 12+25 and Station 15+00 will be transferred to the County's inventory as described above.

(14) **POLICE POWERS:** It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings, which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(15) **RESTRICTION OF PARKING:** Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(16) **OUTDOOR ADVERTISING:** No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the County will take whatever actions are necessary to enforce this Section.

(17) **WITHHOLDING OF FUNDS:** In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(18) **FEDERAL HIGHWAY ADMINISTRATION:** This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

4

Continued on page 258

ATTEST: 
County Clerk


Presiding Commissioner