

RESOLUTION NO. 15876

SUBJECT: Authorizing the County Executive to execute a Cooperative Agreement with the City of Blue Springs, MO, for the furnishing of road maintenance and snow removal.

INTRODUCED: May 9, 2006
(Public Works)

ADOPTED: May 15, 2006

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the City of Blue Springs, MO, for the furnishing of road maintenance and snow removal.

RESOLUTION # 15876, May 9, 2006

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the Director of Public Works recommends that the County enter into a Cooperative Agreement with the City of Blue Springs to provide road maintenance and snow removal for roads near the borders of their respective jurisdictions; and,

WHEREAS, such a Cooperative Agreement is in the best interests of the health welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement for Road Maintenance and Snow Removal with the City of Blue Springs.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jim D. Hadler
Chief Deputy County Counselor

Edy Shuck
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution # 15876 of May 9, 2006 was duly passed on *May 15*, 2006 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *8*

Nays *0*

Abstaining *0*

Absent *1*

5.16.06
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

Clerk
R. 15076
AP
5.9.06

**COOPERATIVE AGREEMENT FOR ROAD
MAINTENANCE AND SNOW REMOVAL**

This Agreement is entered into this 6th day of June, 2006, by and between the City of Blue Springs, Missouri, a municipal corporation (hereinafter "City") and Jackson County, Missouri, a chartered county of the first class (hereinafter "County").

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into cooperative agreements to provide services; and

WHEREAS, the City and County deem it to be in their best interests to enter into this agreement for road maintenance and snow removal in order to increase efficiency and reduce costs; and

WHEREAS, the general location of the affected City and County roads and streets is described in the attached list, marked Exhibit A.

WHEREAS, the City and County find that by entering into this agreement, the City and County will ensure that the roads serving their citizens are adequately and efficiently maintained and cleared of snow.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is hereby agreed as follows:

1. The City shall remove snow and ice from and maintain those designated roads and streets listed in Paragraph A of Exhibit A, attached hereto and incorporated herein.
2. The County shall remove snow and ice from and maintain those designated roads and streets listed in Paragraph B of Exhibit A, attached hereto and incorporated herein.
3. Maintenance of the roads and streets shall include:
 - a. Crack sealing.
 - b. Pot hole patching.
 - c. Full depth patching.
 - d. Road shoulder repair including grading, and other related activities.
 - e. Culvert repairs.
 - f. Blading gravel surface where applicable.
 - g. Ditching.

- h. Weed and brush control.
- i. Trash and litter removal.
- j. Traffic control device repair.

As part of this Agreement, the parties hereto shall maintain present traffic control devices. When additional traffic control devices are needed, the City and County shall collaborate to determine the appropriate traffic control devices to be installed. The government entity with jurisdiction under law for traffic control shall pay for and install such traffic control devices.

The departments of public works for both entities shall cooperate in order to provide a reasonable safe roadway system by reporting any traffic or safety hazards that are observed through routine road and street inspections to the entity having jurisdiction over the road and street where such traffic or safety hazard is located.

4. Snow and ice removal responsibilities and duties shall include the following:
 - a. Include the designated roads and streets in the entity's regular snow and ice removal procedures.
 - b. Prioritizing the clearing of the designated roads and streets by considering traffic volumes and speed limits on said roads and streets.
 - c. Employing those materials and equipment normally used by each entity in its snow and ice removal operations.
5. Capital improvements, including but not limited to, resurfacing, curb and gutter, realignment, culvert replacement or other major construction projects shall remain the responsibility of the entity with jurisdiction under law for traffic control over the road and/or streets.
6. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its agencies, boards, officers, agents, and employees for any claims, causes of action or damages arising from the indemnifying party maintenance of roads described in Exhibit A, that is under the indemnifying party's legal jurisdiction.
7. Each party hereto shall be responsible for issuing any special use permits or other permits that may be required for driveways or utilities within its respective jurisdictions.
8. If either party believes that it would be advantageous to amend this Agreement because of substantial annexations or de-annexations by the City, the parties agree to consider making the appropriate amendments. Upon agreement to the modifications by each entity's Public Works Directors, modifications will be made to Exhibit A.

9. The execution of the Agreement shall be authorized by each entity's governing body.
10. Pursuant to Section 70.300, RSMo, a copy of this Agreement shall be filed in the office of the Secretary of State and Recorder of Deeds for Jackson County.
11. Either party to this Agreement can terminate this Agreement by 30 days written notice to the other party.
12. This Agreement shall be in effect upon its execution, will remain in effect until terminated.

CITY OF BLUE SPRINGS

JACKSON COUNTY



Steven K. Steiner, Mayor



Katheryn Shields
County Executive

ATTEST:

ATTEST:



City Clerk



County Clerk

Approved As To Form:

Approved As To Form:



City Attorney



County Counselor



Recommended by: Dr. Ali Roohanirad, P.E.
Acting Public Works Director

Exhibit A

A. Roads and Streets for City Maintenance, and Snow/Ice Removal, Located in Unincorporated Jackson County

23rd Street	Mic-O-Say Drive to Opossum Hollow Road
51st Street	Woods Chapel Road to dead-end
Cook Road	From Moreland School Road to Wyatt Road
Duncan Road	East of R.D. Mize Road to Deer Run Trail
Jellison Road	Roanoke Drive to Pink Hill Road
Opossum Hollow Road	23rd Street to dead-end west
Owens School Road	Roanoke Drive to Pink Hill Road
Porter Road	Duncan Road to Roanoke Drive
Shepherd Road	East of R.D. Mize Road to dead-end east
Vesper Street	East of 22nd Street Terrace to east of 27th Street (snow removal only)
Wyatt Road	From 7 Highway to Cook Road

B. Roads and Streets for County Maintenance, and Snow/Ice Removal, Located in the City of Blue Springs. The City of Blue Springs will provide routine maintenance of all traffic control signs within this Section B.

Bowlin Road	Bowlin Rd east to 40 Highway
Burris Road	Kimston Dr south to city limits
Cowherd Road	West of 7 Highway
Harris-Potts Road	East of Litchford Road
Liggett Road	22nd Street west to city limits
Litchford Road	South of Wyatt Road
Major Road	East of Cook Road 850 feet
Mason School Road	From 7 Highway to Shroul Road
Mason School Road	From 7 Highway to the dead-end west
Pink Hill Road	At extreme northeast corner of city limits to 7 Highway
Quarry Road	40 Highway south to city limits
Shroul Road	From Wyatt Road 1,950 feet south
Vesper Street	East of 22nd Street Terrace to east of 27th Street
Woods Chapel Road	40 Highway south to city limits
Wyatt Road	From 7 Highway to the dead-end west
Wyatt Road	From Cook Road to Litchford Road

Introduced by Councilman Reed

Resolution No. 28-2006

RESOLUTION

RESOLUTION AUTHORIZING ROAD MAINTENANCE AND SNOW
REMOVAL AGREEMENT WITH JACKSON COUNTY

WHEREAS, the City of Blue Springs and Jackson County have been providing road maintenance and snow removal services to city and county streets that traverse each jurisdiction's boundaries; and

WHEREAS, in the interest of efficiency and cost reduction within the City of Blue Springs and the Public Works Department of Jackson County, Missouri, the City's Public Works staff recommend that a maintenance agreement between the City and the Public Works Department of Jackson County be approved that would assign responsibility and maintenance to streets shared by both jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:


1. The Mayor is hereby authorized to enter into an agreement with the Public Works Department of Jackson County, Missouri to provide joint road maintenance and snow removal on certain roads as listed in the attached agreement, with renegotiation or extension to be initiated by either party within a reasonable time period before this agreement expires.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, this 17th day of April, 2006.

CITY OF BLUE SPRINGS


Steven K. Steiner, Mayor

ATTEST:


Dianne Gardner, City Clerk