

**REQUEST FOR LEGISLATIVE ACTION**

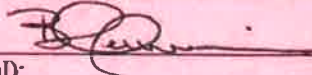

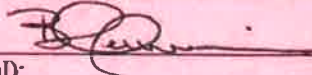

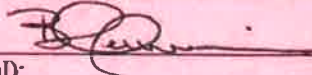

Completed by County Counselor's Office:

Res/Ord No.: 20209

Sponsor(s): Crystal Williams

Date: July 29, 2019

JUL 22 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Approval of an Agreement with Modot for the Improvements to H highway intersection with Pink Hill and Renick Roads, in Jackson County</p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>N/A</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number:	N/A
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Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number:	N/A										
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): N/A                  Prior resolutions and (date): N/A</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Earl Newill, P.E. Chief Engineer, 816 401-6401 cell</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>Modot has determined that the intersection of H highway and Pink Hill/Renick in Jackson County is in need of improvements. Modot has prepared preliminary plans for these improvements.</p> <p>The plans include work on the side intersecting roads, Pink Hill and Renick which are County owned roads. Modot has requested that Jackson County enter into an agreement covering the work to be accomplished on the two side roads. The agreement states there is no cost to Jackson County for any of the planned work. Modot plans to accomplish the work in summer 2020. H Highway will be closed during the construction, with access provided for local residents, and a detour in place for the traveling public.</p> <p>The Public Works Department has reviewed the plans with Modot and recommends the County Executive be authorized to execute the agreement on behalf of Jackson County.</p>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p><b>COMPLIANCE</b></p>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>										
<p><b>ATTACHMENTS</b></p>	<p>Modot Agreement including location Map, Modot preliminary plans.</p>										
<p><b>REVIEW</b></p>	<table border="1"> <tr> <td>Department Director: </td> <td>Date: 7-22-19</td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td>Date:</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 7-23-19</td> </tr> </table>	Department Director: 	Date: 7-22-19	Finance (Budget Approval): If applicable	Date:	Division Manager: 	Date: 7-23-19				
Department Director: 	Date: 7-22-19										
Finance (Budget Approval): If applicable	Date:										
Division Manager: 	Date: 7-23-19										

CCO Form: DE10  
Approved: 01/99 (BDG)  
Revised: 01/18 (BDG)  
Modified:

County Agreement  
Route: Route H  
County: Jackson  
Job No.: J4P3212

## **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 Jackson, 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 H, Jackson County, Job No. J4P3212 shall consist of intersection improvements at the intersection of Pink Hill Road/Renick Road.

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

Route H one mile south of Route FF (Truman Road) and 0.5 mile north of Old Pink Hill Road. Length of Improvement within the county is 897.3 feet.

(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, streets, alleys and any other property owned by the County as necessary for construction and maintenance of said public improvement.

(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 Pink Hill Road or Renick Road permanently during construction, the

County shall be advised in time to make provisions for the diversion and rerouting of traffic.

(7) RIGHT-OF-WAY ACQUISITION: 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.

(8) UTILITY RELOCATION:

(A) The Commission and the County shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the County is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the County will pay its obligated portion of the cost.

(B) 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.

(C) In cases of public utilities owned by the County which must be moved, adjusted, or altered to accommodate construction of this improvement, and such county-owned utilities, poles, wires, conduits, and pipes are located within the present county jurisdiction and located on an existing road, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the County will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the County except as otherwise provided. The County shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the County in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the County in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the County for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any county-owned utility facilities outside the present county limits on public right-of-way or on state

highway right-of-way within or outside the county limits or within the right-of-way of a public way, the alteration, relocation, or adjustment shall be made by the County at its cost.

(E) 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 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) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved.

(12) 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.

(13) 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.

(14) 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.

(15) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the County road system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(16) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved County road that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (15) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County road system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the County road system

under this Agreement shall cease upon completion of the improvement.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County 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 County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County 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.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(24) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) COUNTY REPRESENTATIVE: The County's Director of Public Works is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:  
Brian Gaddie, PE  
Jackson County Director of Public Works  
303 West Walnut Street  
Independence, Missouri 64050  
Facsimile No: 816-881-4448



(B) To the Commission:  
Brian Kidwell, PE  
Kansas City District Engineer  
600 NE Colbern Road  
Lee's Summit, Missouri 64086  
Facsimile No: 816-622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**JACKSON COUNTY, MISSOURI**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Commission

Title \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Commission Counsel

Title \_\_\_\_\_

ATTEST:

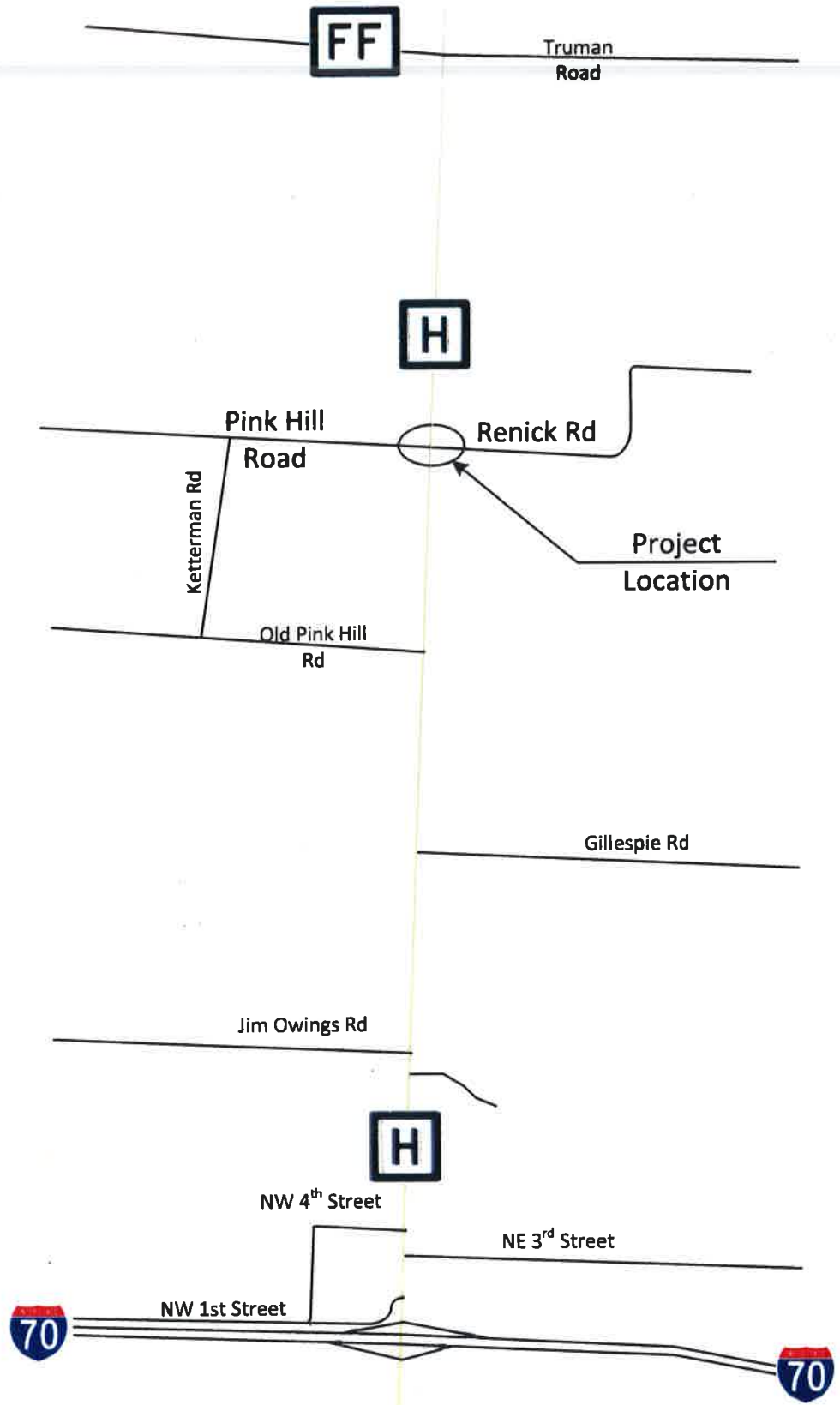
By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

Title \_\_\_\_\_



FF

Truman Road

H

Pink Hill Road

Renick Rd

Project Location

Ketterman Rd

Old Pink Hill Rd

Gillespie Rd

Jim Owings Rd

H

NW 4<sup>th</sup> Street

NE 3<sup>rd</sup> Street

NW 1<sup>st</sup> Street



Oak Grove

Route H, Jackson County  
Job No.: J4P3212  
Exhibit A



NO.	DATE	DESCRIPTION
1	3/7/2019 <td>ISSUED FOR PERMIT</td>	ISSUED FOR PERMIT
2		
3		
4		
5		

EN15 STA. 154+05.61 RT  
TYPE 1 CONCRETE PRIVATE DRIVE  
W=29.5', GRADE=+3.00%  
0.30 STA L.C., CLASS 2  
120.16 S.Y., 4" TYPE 1 DR 5 AGG.  
120.16 S.Y., 4" TYPE 1 DR 5 AGG.

EN12 STA. 154+51.31 RT  
AGGREGATE PRIVATE DRIVE  
W=19.5', GRADE=+2.00%  
0.30 STA L.C., CLASS 2  
120.16 S.Y., 6" TYPE 1 DR 5 AGG.  
TYPE 1 DR 5 AGG.

EN13 STA. 154+05.05 RT  
AGGREGATE PRIVATE DRIVE  
W=16.8', GRADE=+3.00%  
1.0 STA L.C., CLASS 2  
85.5 S.Y., 6" TYPE 1  
08.5 AGG.  
18" 750' GROUP B PIPE

EN14 STA. 156+18.76 LT  
AGGREGATE PRIVATE DRIVE  
W=23.99', GRADE=+2.00%  
0.30 STA L.C., CLASS 2  
55.81 S.Y., 6" TYPE 1 DR 5 AGG.  
18" 750' GROUP B PIPE

EN15 STA. 157+12.93 RT  
AGGREGATE PRIVATE DRIVE  
W=23.99', GRADE=+2.00%  
0.30 STA L.C., CLASS 2  
55.81 S.Y., 6" TYPE 1  
08.5 AGG.  
18" 750' GROUP B PIPE



SE1/4 SE 1/4 - 148N-R28W  
SEC 17 - 148N-R28W

STA. 154+17.77  
OFF. 7.33-37.53 LT  
& PINK HILL RD.  
STA. 11974.20

END PROJECT  
STA. 157+17.08  
R RT.  
STA. 16+17.08  
NO R/W ACQUISITION  
PRESCOTT, AMY & PAUL

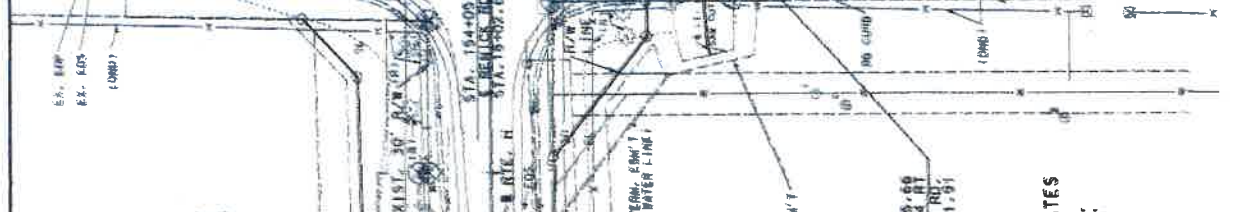
MC GEE, MICHAEL & JUDY L  
LOT 1  
2.68 ACRES  
4489.23 SQ. FT. PERM. ESM'T.  
4489.23 SQ. FT. REM. ESM'T.  
137162.30 SQ. FT. REMAINING



STA. 154+05.49  
OFF. 140.74 RT  
& PINK HILL RD.  
STA. 154+2.70

STA. 154+11.48  
OFF. 108.00-118  
& PINK HILL RD.  
STA. 10800.18

STA. 154+09.60  
OFF. 140.74 RT  
& PINK HILL RD.  
STA. 16+61.91



STA. 154+09.60  
OFF. 140.74 RT  
& PINK HILL RD.  
STA. 16+61.91

STA. 154+09.60  
OFF. 140.74 RT  
& PINK HILL RD.  
STA. 16+61.91

RICHARDS, STEPHEN & JENNIFER  
1651 N. 30TH ST., WYOMING, WY 82197  
307.438.0000  
137162.30 SQ. FT. REMAINING

LYLE, RHENEA BOYER  
LOT 3, SHERMADAH ESTATES  
4489.23 SQ. FT. PERM. ESM'T.  
4489.23 SQ. FT. REM. ESM'T.  
137162.30 SQ. FT. REMAINING

MURCHIE, PHILLIP WILLIAM  
LOT 4  
BRAD-DEAN-ESTATES  
4489.23 SQ. FT. PERM. ESM'T.  
4489.23 SQ. FT. REM. ESM'T.  
137162.30 SQ. FT. REMAINING

KANNEY WILLIE H.  
BRAD-DEAN-ESTATES  
LOT 3  
NO PERM. ESM'T.  
51995.41 SQ. FT. TEMP. ESM'T.

UNAPPROVED PLANS

RIGHT OF WAY PLAN SHEET SHEET 2 OF 2

SW 1/4 SW 1/4  
SEC 16 - 148N-R28W

SCALE  
0 20 40 60