

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

| | |
|---|------------------|
| TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS | Reviewed: |
| FROM: JAMES M. HAAG, JR. | Ext. 3552 |
| DEPARTMENT: PUBLIC WORKS | |
| DATE: 7/6/09 | No. |

ITEM: Discuss authorizing the Chairman execute the proposed Memorandum of Understanding between the City of Wellsville and Franklin County concerning road maintenance.

Background: The City of Wellsville has annexed property on the east side of K-33 and has had prepared a Memorandum of Understanding concerning the maintenance of roads in the annexed area.

Recommended Action: Discuss authorizing the Chairman execute the proposed Memorandum of Understanding between the City of Wellsville and Franklin County concerning road maintenance.

Attachments: Memorandum of Understanding

**ROAD MAINTENENCE
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated _____, 200__, and is between the Franklin County Public Works Department (County) and the City of Wellsville, Kansas (city) (collectively "the Parties").

Whereas, the Parties have among their responsibilities the planning and design, construction, maintenance and operation of the transportation system within their respective jurisdictions and areas that could be in their jurisdiction through future annexations; and

Whereas, the City of Wellsville wishes to annex areas of the County that include portions of existing County roads currently maintained by the County, namely Stafford Road from K-33 eastward ¼ mile (currently a gravel surface) and Fiber Lane from K-33 eastward ¼ mile (currently a chip-seal surface); and

Whereas, by annexing such areas, the City acknowledges that the ongoing maintenance and upkeep of such roads typically becomes the responsibility of the City; and

Whereas, the County acknowledges that Fiber Lane currently provides access to one business establishment and one residential property, both of which are in the County; and

Whereas, the current eastern terminus of Fiber Lane is approximately 430 feet beyond the proposed eastern City limit line (after the annexation); and

Whereas, the City has limited resources for providing maintenance of gravel surfaced roads.

Now, therefore, the Parties agree to cooperate with each other on the following matters:

- A. **City to Maintain Fiber Lane.** After annexation, the City agrees to assume all maintenance and operational duties associated with Fiber Lane, extending from K-33 eastward approximately 1,750 feet, or approximately 430 feet east of the proposed new City Limit Line. Such duties will include surface repairs, crack sealing, cleaning culverts & ditches, brush & weed control, snow & ice removal, and traffic sign maintenance.
- B. **County to Maintain Stafford Road** After annexation, the County agrees to assume all maintenance and operational duties associated with Stafford Road, extending from K-33 eastward approximately 1,320 feet, or to the proposed new City Limit Line. Such duties will include grading of gravel surface, addition of road gravel, surface repairs, cleaning culverts & ditches, brush & weed control, snow & ice removal, and traffic sign maintenance.
- C. **Term.** This MOU shall remain in effect for an indefinite term. The Parties acknowledge that the development of properties adjacent to either road, or the improvement of either road may trigger the need to revisit this MOU.

D. **Modification.** Any amendment or modification of this MOU shall be in writing and Executed by the Parties.

E. **Authority.** The Parties represent and warrant that they have authority to execute this MOU.

F. **Notices**

1. Every notice or other communication required or contemplated by this MOU must be in writing and sent by one of the following methods:

- (a) personal delivery, in which case delivery will be deemed to occur the day of delivery;
- (b) United States Postal Service, first class mail, postage prepaid
- (c) Facsimile transmission; or
- (d) Email transmission

2. In each case, a notice or other communication sent to a party must be directed to the address for that party set forth below, or to another address designated by that party by written notice:

If to Franklin County, Kansas; to:

County of _____
Attn: _____
Address: _____
Fax: _____
E-mail: _____

If to the City of Wellsville, Kansas; to:

City of Wellsville
Attn: Supt. Christopher Cross
Address: P.O. Box 455, Wellsville, KS 66092
Fax: 785-883-4797
E-mail: directorpw@netzero.net

G. **Termination.** This MOU may be terminated by either Party without cause by providing written notice to the other Party at least thirty (30) days in advance of desired termination.

H. **Entire Agreement.** This MOU contains the entire agreement of the Parties in regard to the subject matter. No agreement or commitment by any party not contained in the MOU shall be binding unless in writing and signed by the Parties.

- I. **Severability.** If any provision of this MOU is held unenforceable by any court of competent jurisdiction, all other provisions of this MOU will remain effective; provided that, if any of the provisions on the participation of the parties is held to be unenforceable, the other party shall have the right to terminate this MOU in accordance with the provisions of Paragraph G, hereof. If any provision of this MOU is held to be unenforceable only in part or degree, it will remain effective as to the remaining part or degree not found to be unenforceable.

The undersigned are executing this MOU on the date stated in the introductory clause.

FRANKLIN COUNTY, KANSAS

By: _____,
Public Works

**THE CITY OF WELLSVILLE,
FRANKLIN COUNTY, KANSAS**

By: William Lytle,
Mayor Bill Lytle