

COMMISSIONERS APPROVAL

FOSS *SF*

CHILCOTT *GC*

IMAN *JI*

STOLTZ *RS*

BURROWS *JB*

Members Present.....Commissioner Suzy Foss, Commissioner Greg Chilcott, Commissioner J.R. Iman, Commissioner Ron Stoltz and Commissioner Jeff Burrows

Date.....November 26, 2012

► Minutes: Beth Perkins

► The Board met at 9:01 a.m. for discussion and decision on an agreement with MDOT for reconstruction on Ravalli County Road Segments which include pathway winter maintenance. Present were Department of Transportation Engineer Shane Stack and Park Board Members William Delaney and John Ormiston.

Commissioner Stoltz gave a review of the agreement to the Board with special notation of the snow plow for maintenance. The Board reviewed the agreement as presented.

Commissioner Iman made a motion to approve the agreement with MDOT for reconstruction on Ravalli County road segments and to add the highway maintenance for the Florence bike path. Commissioner Chilcott seconded the motion.

Discussion: Commissioner Stoltz expressed his concern with funding the maintenance and county liability should Florence Park District fail to provide the maintenance. Commissioner Iman discussed projects that are ready to start and recommended approving the agreement. Commissioner Chilcott asked about land acquisition and how the delay of approving the agreement could affect the acquisition. **Commissioner Chilcott and Commissioner Iman voted "aye". Commissioner Foss, Commissioner Stoltz, and Commissioner Burrows voted "nay". (2-3) Motion failed.**

Commissioner Chilcott made a motion to continue this meeting until Thursday November 29th at 9:00 a.m. Commissioner Burrows seconded the motion and all voted "aye". (5-0)

► The Board met at 9:32 a.m. for discussion and decision on sending a letter of support to the Forest Service for the Rye Creek Land Exchange.

Commissioner Chilcott made a motion to send a letter of support to the Forest Service for the Rye Creek Land Exchange. Commissioner Iman seconded the motion and all voted "aye". (4-0)

▶ The Board met at 10:00 a.m. to review and approve the STEP Agreement with Department of Transportation (Law enforcement services for DUI and seatbelts). Present was the Sheriff's Administrative Assistant Trish Harrison who gave a review of this annual agreement in the amount of \$5,000.

Commissioner Chilcott made a motion to approve the STEP agreement with Department of Transportation by Chair signature. Commissioner Iman seconded the motion and all voted "aye". (5-0)

▶ Commissioner Chilcott attended a MR TMA meeting at 2:00 p.m. in Missoula.

**FLORENCE EAST
AGREEMENT FOR RECONSTRUCTION
OF RAVALLI COUNTY ROAD SEGMENTS**

THIS AGREEMENT is made and entered into by and between the State of Montana Department of Transportation (MDT or the State) and Ravalli County (County).

WITNESSETH THAT:

WHEREAS, MDT proposes to reconstruct a portion of several roads owned and maintained by the County (County roads) approximately as shown on the attached plans; and

WHEREAS, the the County and MDT acknowledge that it is in the best interests of the people of the State of Montana to reconstruct a portion of the County roads, as described herein, into the design and construction of the Florence East Project, Federal Aid Project No. STPS-BR 203-1(12)100.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is mutually agreed as follows:

Section 1: Recitals

MDT is an agency of the State of Montana organized pursuant to Title 2, Chapter 15, Part 25, of the Montana Code Annotated. The County is a political subdivision of the State of Montana organized pursuant to Title 7 of the Montana Code Annotated.

Section 2: Purpose

The purpose of this Agreement is to establish mutually agreeable terms, conditions, specifications, and requirements for the design, construction, and maintenance of the reconstructed County roads.

Section 3: Design and Construction

MDT agrees to design a project and to award and administer a contract to reconstruct/pave a portion of several County roads with typical sections shown on the attached plans. County has reviewed the plans and agrees to the design and construction of the County roads. Additional new right-of-way easements necessary for the work on the County roads will be purchased in the name of the County and will be obtained by MDT for the purpose of the reconstruction of the County roads.

Not approved
moved to
Nov 29th
(remove maint
issue)

Section 4: County Roads

The County roads to be reconstructed/paved, as well as the scope agreed to is as follows:

- Eight Mile – Reconstruct as shown on attached plans including new approaches.
- Approach reconstruction of County road approaches onto S-203 as shown on attached plans.

Section 5: Maintenance

The County agrees to continue to assume maintenance responsibility for the portions of the County roads subject to this Agreement and along the County roads beyond the point where the State is reconstructing, after completion and formal acceptance of the reconstruction. MDT agrees that, during construction, it will maintain those portions of County roads that are being reconstructed. During winter shutdown periods, the County agrees to perform all winter maintenance on the County roads related to this Agreement.

5.01 Sidewalk/Bike Path (Pathway) Winter Maintenance

The County agrees to continue to maintain the Pathway during the winter season in a safe manner, assuming all responsibility from MDT for any activities on, operation of, or maintenance of the Pathway, except as specifically stated later in this paragraph. The Pathway must be maintained free of snow. The County agrees to clear all snow within seventy-two (72) hours of a snowfall event. The Pathway will be maintained in a hazard-free and safe manner. Community service clubs, school groups, businesses and private individuals may “adopt” a section of the Pathway for maintenance purposes, but ultimately it is the County’s responsibility for this maintenance. Traffic control during maintenance of the Pathway is the responsibility of the County. MDT agrees to provide the following maintenance for the Pathway: asphalt preservation and rehabilitation, sweeping of dirt and gravel, culvert maintenance, and weed control.

Section 6: Termination, Duration, Changes and Indemnification

- 6.01 This Agreement shall be effective upon signature of the parties.
- 6.02 This Agreement may be terminated by either party by written notification to the other party thirty (30) days prior to the desired termination date, but only until such time as the MDT construction project is awarded. After that time, the Agreement cannot be terminated by either party, and would have to be replaced by a new agreement.
- 6.03 Subject to the foregoing, this Agreement may be changed with additions and/or deletions upon mutual written consent of the parties hereto.

6.04 MDT acknowledges and agrees that it is responsible for the design and construction of the roads identified in this Agreement and agrees to protect, defend and indemnify the County from any claim, loss or damage arising out of, due to or allegedly due to a defect in design or construction. County agrees that upon completion of the project, to protect defend and indemnify MDT from any claim, loss or damage arising out of, due to or allegedly due to the failure to maintain or to negligently maintain the roads as completed as part of this project.

IN WITNESS WHEREOF, duly authorized representatives of MDT and the County have executed this Agreement on the dates indicated.

RAVALLI COUNTY

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS on the ____ day of _____, 2012, authorizing this Agreement as described herein.

Suzy Foss, Chair Ravalli County Commissioners

Attest:

County Clerk and Recorder

MONTANA DEPARTMENT OF TRANSPORTATION

By: _____, 2012
Ed Toavs, Missoula District Administrator
Montana Department of Transportation

Approved for legal content:

_____, 2012
Staff Attorney, MDT Legal Services