

Memo

City of Morgantown Department of Public Works and Engineering

To: Terrence Moore, City Manager
From: Terry Hough, Director 
Subject: West Virginia Division of Highways (WV DOH) Agreement
Date: August 14, 2012

Attached is a copy of the proposed agreement between the City of Morgantown and the West Virginia Division of Highways regarding work on West Virginia State Rights-of-Way. Basically, this agreement allows the City of Morgantown to do the following, per all of WV DOH's regulations and requirements, and notification procedures:

1. Mowing, weeding, brush cutting, pruning of trees, etc.
2. Street sweeping
3. Snow removal and Ice control
4. Litter and debris removal

The agreement also requires the City of Morgantown to carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) naming them as additional insured. After discussing this with our insurance agent, this will result in an additional increase of \$2,200.00 per year.

You will notice that the language regarding reimbursement has been removed. I have spoken extensively with the WV DOH regarding this issue. At this time, given financial matters with WV DOH, they are currently unable to provide any reimbursement for work that the City of Morgantown currently does within their rights-of-way.

As this is an intergovernmental agreement, this will need to go to City Council for approval through an ordinance. Please let me know how you wish to proceed as Steve will need to put together the ordinance document.

If you have any concerns or need any additional information, please do not hesitate to contact me.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin
Governor

Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

July 16, 2012

Ms. Terry L. Hough P. E., P. S., CFM
Director of Public Works and Engineering
City of Morgantown
389 Spruce Street
Morgantown, West Virginia 26505

Dear Ms. Hough:

Please find enclosed two originals of an agreement regarding maintenance activities the City of Morgantown would perform along State roadways within or immediately adjacent to the City of Morgantown, Monongalia County.

Please review these documents carefully and if acceptable, have each original signed and attested by the appropriate representatives of the City, and then return each signed and attested original to this office. The documents then will be reviewed by our Legal Division and the agreements fully executed by the West Virginia Division of Highways (WVDOH). The date on page one of the agreements will be entered by the WVDOH at the time the agreements are fully executed; please do not enter a date on page one of these agreements. You will receive one fully executed original agreement as soon as practicable.

Thank you for your assistance with this matter. Should you require additional information, please contact Mr. David E. Cramer, P. E., of our Commissioner's Office of Economic Development, at (304) 558-9211.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marvin G. Murphy".

Marvin G. Murphy, P. E., P. S.
State Highway Engineer

MGM:Cm

Enclosure

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
AGREEMENT
CITY OF MORGANTOWN
MONONGALIA COUNTY**

THIS AGREEMENT, executed in duplicate, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called "Department," the City of Morgantown, a municipal corporation, 389 Spruce Street, Morgantown, West Virginia 26505, hereinafter called "City,"

WITNESSETH that,

WHEREAS, Department has responsibility for maintenance and upkeep of several roadways within City's boundaries, some of which roadways intersect roadways under City's jurisdiction; and

WHEREAS, to facilitate the safe and efficient movement of people, goods and services through the City of Morgantown and to address aesthetic issues, City is agreeable to performing, at no cost to Department, certain routine maintenance activities along certain of Department's roadways; and

WHEREAS, City also may desire to perform, at no cost to Department, certain repairs along certain of Department's roadways, in the event that Department is unable to perform such repairs within a timeframe City desires; and

WHEREAS, Department considers it to be in the public interest to cooperate with City to address the activities to be performed by City;

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants hereinafter set forth, Department and City agree as follows:

- I. In the event that City elects, in City's sole discretion, to proceed with the activities hereinafter described that are within or that directly affect the State Highway System, City shall comply with the provisions described throughout this Agreement.
- II. In addition to any maintenance activities City performs under the terms of any other agreement between Department and City, City may perform, at no cost to Department and in conformance with Department's guidelines, directives and criteria, including but not limited to Department's current maintenance manual and traffic control manual, certain routine maintenance activities along Department's roadways within or immediately adjacent to City's municipal boundary. The scope of such routine maintenance may include mowing, weeding, brush cutting, pruning of trees and bushes, sweeping, snow removal and ice control, and litter and debris removal. Maintenance is to be performed by City or its agent at such time as City elects and City shall provide appropriate notification to Department prior to performing any such maintenance that will interrupt traffic flow along the State highway and shall notify Department after City has performed maintenance activities pertaining to any of Department's roadways.

City shall comply, as appropriate, with the current "ADA Standards for Accessible Design" publication concerning all maintenance, construction, installation, upkeep and repair activities performed by City within Department's right-of-way.

- III. City shall secure the approvals and/or permits, if any, required by other governmental agencies concerning any maintenance or repairs performed by City along any of Department's roadways. City shall assume no ownership of Department's roadways as a result of City's performance of such maintenance or repairs.
- IV. Department's authorization to proceed is contingent upon receipt of any Federal Highway Administration approval and authorization that may be required and upon City's compliance with the other stipulations and requirements set forth herein.

V. City shall carry liability insurance in the amount of One Million Dollars (\$1,000,000.00), naming Department as an additional insured.

VI. This Agreement shall be binding upon the successors and assigns of each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

ATTEST:

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

By: Doreen Baria
Executive Secretary

By: Marvin G. Murphy, P. E., P. S.
State Highway Engineer

ATTEST:

CITY OF MORGANTOWN

By: _____
Its: _____

By: _____
Its: _____

(To be executed in duplicate)

Distribution: Master File
City

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, HEREINAFTER "CITY," AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, HEREINAFTER "DEPARTMENT," WITH REGARD TO MAINTENANCE ACTIVITIES ALONG DEPARTMENT'S ROADWAYS WITHIN OR IMMEDIATELY ADJACENT TO THE CITY OF MORGANTOWN, WEST VIRGINIA.

BE IT ENACTED BY THE CITY OF MORGANTOWN, WEST VIRGINIA, AS FOLLOWS:

1. That the Mayor of the City of Morgantown, West Virginia, be and is hereby authorized to execute, acknowledge, and deliver on behalf of the City an agreement with the West Virginia Department of Transportation, Division of Highways, with regard to City's commitment to perform, at City's expense, certain maintenance activities along Department's roadways within or immediately adjacent to the City of Morgantown, which maintenance activities are more fully described within the aforementioned agreement, a copy of which is attached hereto and made a part hereof.

2. That the City Recorder does properly attest the signature of said officials and affix the seal of the City to said agreement.

Passed by the Council of the City of Morgantown, West Virginia, on _____ day of _____, 20 _____.

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA
CITY OF MORGANTOWN

I, _____, City Recorder, of said City, do hereby certify that the foregoing are true copies from the records of order made and entered by the Council of said City on the _____ day of _____, 20 _____.

City Recorder