

CAMPBELL COUNTY
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CITY OF GILLETTE
201 East 5th Street
P.O. Box 3003
Gillette, WY 82717

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF GILLETTE AND CAMPBELL COUNTY
FOR
AGREEMENT ON SHARED ROAD MAINTENANCE
Updated ~~February~~ **March** 2017⁵**

1. Parties. This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between the City of Gillette, (hereinafter referred to as CITY), whose address is 201 E. 5th Street, P.O. Box 3003, Gillette, WY 82717, and Campbell County, (hereinafter referred to as COUNTY), whose address is 500 South Gillette Avenue, Gillette, WY 82716.
2. MOU Definitions. For the purposes of this MOU, the following definitions apply:

Maintenance is defined as the assumption of financial responsibility for the care and upkeep of the roadway and associated bike paths, including bridges, drainage structures, culverts, roadway and bike path surfacing to include overlays, chip seals, crack seals and total reconstruction as required. This definition also applies to right-of-way mowing, pavement markings, roadway signage, fencing, litter control (including the removal of dead animals), and snow removal (The Parties will continue to provide overlapping operations as they see fit to best benefit the citizens). The definition does NOT include any CITY-owned or privately-owned utility lines or structures.

Belt Roads are defined as the following ~~existing/future~~ roadways; Garner Lake Road on the east, Northern Drive on the north, Skyline Drive/US 14-16 on the west (WYDOT maintained) and Southern Drive on the south.

Interior Roads are defined as the roadways inside the belt roads as shown on Exhibit A attached to the MOU.

Shared Roads are defined as Belt Roads and Interior Roads that cross the Jurisdictional Boundary as shown on Exhibit A attached to the MOU.

Jurisdictional Boundary is defined as the CITY corporate boundary (City Limits).

3. Goals and Purposes of this MOU. The CITY and COUNTY recognize that:

- the road system in and around the City crosses the Jurisdictional Boundary which is ever-changing as the City continues to annex and grow.
- a formal agreement for Maintenance of these shared roads has been in place since 2011~~not been developed in the past.~~
- with occasional ~~a rapidly expanding~~ Jurisdictional Boundary changes, coupled with transportation system expansions, a formal and periodically updated Maintenance agreement between the CITY and COUNTY is essential for the long term success of the system.
- the cost savings and efficiency of developing an equitable system for splitting the Shared Roads into Maintenance sections that don't necessarily follow strict Jurisdictional Boundaries is in the best interest of the taxpayers.
- The expansion of the roadway system in and around the Urban Systems Boundary should be guided by the Urban Systems Functional Classification Map and the City's Transportation Master Plan.

4. City and County Responsibilities. The CITY and COUNTY agree to the following:

- by February 1st of each biennium, Exhibit A will be updated by the City of Gillette after meetings with Campbell County Public Works. This exhibit will reflect annexation and subsequent ownership and Maintenance changes for the next two-year Maintenance cycle. ~~A database of total lane miles of streets pertinent to this agreement, broken out per CITY and COUNTY, will be maintained by the City.~~
- with the exception of Belt Roads, which are covered in Section 5, the CITY agrees to assume all Maintenance responsibilities and ownership of all Interior Roads located within, adjacent to, or between the boundaries of all current annexed property and any future annexations as evidenced by including all such roadways within its annexation plats. ~~At the time of entering into this agreement, COUNTY has prepared and executed necessary documents to transferring its right, title and interest in certain existing roadways to further effectuate the purposes of this agreement, copies of which are attached hereto and by this reference, incorporated herein.~~
- to work together cooperatively, and particularly in instances when an issue falls outside the specifics of this MOU.
- Permits:

- i. Underground or overhead utilities crossing or within the roadway right-of-way shall be permitted by the Party having Maintenance responsibility for the roadway, provided however, that CITY may install utilities within all public roadways within the city limits.
 - ii. Approach permits shall be processed by the Party approving the development or subdivision accessing the roadway. The Parties shall work together to establish and/or agree upon appropriate standards for approaches.
 - iii. Both Parties shall work together cooperatively to review and process permits on roadways of common concern.
 - Any modifications needed to a Belt Road due to CITY annexations which cross or border the Belt Road are the financial responsibility of the CITY or developer. An example might be the installation, operation and maintenance of traffic signals at major intersections with a City street.
5. Shared Road Split. The CITY and COUNTY agree to the following:
- the COUNTY agrees to assume Maintenance responsibility for the Belt Roads (other than WYDOT ~~maintained Skyline Drive roads~~ on the west) and the CITY agrees to assume Maintenance responsibility for the Interior Roads. Exceptions to this general statement are listed below and are shown on Exhibit A attached to the MOU.
 - i. Echeta Road from Hwy 14/16 west to the Jurisdictional Boundary will be CITY maintained.
 - ii. Force Road from Hwy 50 west to Blue Tick Drive/High Cliff Avenue will be CITY maintained.
 - iii. Buckskin Drive from Jurisdictional Boundary north to Northern Drive will be COUNTY maintained but CITY will plow this section of roadway.
 - iv. Little Powder River Road 0.23 miles north of Kluver Road to Northern Drive will be COUNTY maintained.
 - v. Boxelder Road east of Garner Lake Road will be CITY maintained.
 - vi. Boxelder Road from Burma Avenue west to Skyline Drive will be CITY maintained.
 - vii. Hannum Road from Warlow Drive to Jurisdictional ~~b~~Boundary will be CITY maintained but COUNTY will plow this section of roadway. Hannum Road from Jurisdictional Boundary north to Northern Drive will be COUNTY maintained.
 - viii. Swanson Road from Southern Drive south to the end of the pavement near the south Jurisdictional ~~B~~boundary will be CITY maintained. ~~The gravel section of roadway to the south will be maintained by the COUNTY or the landowners.~~
 - ~~viii~~ix. All local public streets within the Jurisdictional Boundary will remain the CITY's responsibility and all local streets outside the Jurisdictional Boundary City Limits will remain the responsibility of individual homeowners, Homeowner's Associations, and/or Improvement Districts.
 - ~~ix~~xiii. The CITY and COUNTY agree that when any future Belt Road is constructed concentrically outside of the current Belt Roads as defined

by this agreement, the CITY agrees to assume Maintenance responsibilities for the existing Belt Road.

~~x. Boxelder Road from Burma west to Skyline Drive will be CITY maintained~~

6. Future Roads and Planned Roadway Improvements. The CITY and COUNTY agree to the following:

- ~~Boxelder Road from Burma west to Highway 50 will be a CITY project, maintained by the CITY.~~ Boxelder Road from Highway 50 west to ~~the Westover subdivision~~ Overdale Drive will be a CITY project and will be maintained by the CITY.

The parties of this Memorandum of Understanding do agree to the goals and responsibilities described in this agreement effective upon both parties signature.

~~Rusty Bell~~ Matt Avery, Chairman
Campbell County Commission

Madame Louise Carter-King
Mayor City of Gillette

Attest:

Attest:

Susan Saunders, Campbell County Clerk

Karlene Abelseth, City Clerk