

CITY COUNCIL STUDY SESSION

TO: Mayor and City Council
FROM: Mari E. Macomber, City Manager
SESSION DATE: May 19, 2014
TIME: 4:30 pm
PLACE: Second Floor Conference Room of City Hall

AGENDA:

- **E-911 SERVICES**
- **REVIEW DRAFT DRAINAGE POLICY**
- **DISCUSS DOWNTOWN TRAFFIC SIGNALIZATION**
- **REVIEW TIRE AGREEMENT**
- **REVIEW CITY COUNCIL AGENDA**
- **REVIEW CITY COUNCIL NEWSLETTER – May 14, 2014**
- **COMMITTEE REPORTS**

E-911 SERVICES

On Monday, E-911 Communications Director Chris Killday will be in attendance to give the City council and overview of the cooperative E-911 agreement in place between the City, County, Truman State University, Adair County Ambulance District and the rural fire districts.

This will also be an opportunity for Ms. Killday to give the council an update on the issues facing E-911 and an update on proposed funding legislation being considered at the State level.

REVIEW DRAFT DRAINAGE POLICY

In 2010, the City Council chose to delete a City Council Policy that outlined how the City would install drive way culverts. The Policy was deleted because the City was not responsible for the installation of these culverts. However, there were a couple of components of that policy regarding the property owner's responsibility to keep the tube clear of debris and to maintain the tube that were eliminated.

Staff has developed a policy for the City Council to consider. Some of the components of the proposed policy that require enforcement and the responsibilities of the property owners would be better to be included in the City's Code of Ordinances.

Included for your review is a proposed policy.

DISCUSS DOWNTOWN TRAFFIC SIGNALIZATION

The Airport and Transportation Commission reviewed a proposal to make modifications to the traffic signal and traffic lights found within the downtown area. The ATC expressed concern over pedestrian safety at the intersections and did not believe that the City would be able to retain the inventory and/or the usable condition of the removed traffic signals for later use.

Members of the City Council met with President Phelps, and briefly discussed this proposal. ATSU expressed a concern that the traffic signals encouraged traffic to move too quickly through Jefferson Street causing potential problems for cyclist and pedestrians.

Public Works Director's Griffiths proposal was focused on several improvements: safety, costs, aesthetics and traffic flow. We would like to discuss the proposal in more detail with the City Council. Depending upon the response of the City Council, there may be some alternatives that could be explored.

Included for your review is the report that was presented to the ATC.

REVIEW TIRE AGREEMENT

The City tried to solicit bids from companies to sell us the tires we need for vehicles and equipment. Only one vendor submitted a bid, and the bid they submitted included a price list that was going to be outdated within a month of approval. That vendor was Woody's Tire. This vendor is willing to work with the City to assure a guaranteed pricing based upon the State contracts for Goodyear Tires, and fair market values for other tires.

Woody's is a good vendor, and the only local vendor who can provide the tire and services that we need for our equipment. We would like to discuss this proposal in more detail with the City Council and if agreeable finalize the agreement for placement on the June 2 City Council meeting.

Included for your review is a draft agreement.

REVIEW COUNCIL AGENDA

REVIEW COUNCIL NEWSLETTER – May 14, 2014

COMMITTEE REPORTS

Commission Meetings held between May 5 and May 19 include the following:
Governmental Affairs
Airport and Transportation Commission
Lakes, Parks and Recreation

K-REDI
Planning and Zoning
Dog Park Committee

Attachments

E-911 Director Report
Drainage Policy Staff Report
Drainage Policy
Traffic Signal Proposal
Draft Tire Agreement

KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

SUBJECT: E-911 Program and Partnership

STUDY SESSION MEETING DATE: May 19, 2014

CITY DEPARTMENT: E-911 Center

PREPARED BY: Chris Killday

Background

In February 2000, the Adair County Commission, Adair County Ambulance District, City of Kirksville and Truman State University entered into an E-911 Joint Services Agreement for the purpose of improving public safety, and to gain economy of operations, while maintaining, improving and coordinating the professional answering and processing of 911 emergency telephone calls in the parties' service areas.

E-911 Services

E-911 Services including 911 call answering, related dispatch processing and notification services are provided to the Adair County Sheriff's Department, the Kirksville Police and Fire Departments, the Adair County Ambulance District, Truman State University Department of Public Safety, the Novinger Community Volunteer Fire Department, the Northern Fire Department (Adair Rural Fire District #1), the Eastern Fire Department, the Greentop Fire Department, the LaPlata Fire Department, and the Southwest Fire Department (Adair Rural Fire District #3).

Authority

The E-911 Joint Services Agreement derives its authority from RSMo 70.210 et. Seq. The Joint Services Board derives its authority from the parties of this agreement. However, each party has chosen an individual(s) to represent them; therefore, the Board shall act autonomously from the political subdivisions.

E-911 Joint Services Board

- Don Crosby, **Chairman**, representing Adair County Commission
- Jim Hughes, **Vice Chairman**, representing Kirksville Police Department
- Tom Johnson, representing Truman State University
- Tom Collins, Representing the Kirksville Fire Department
- Bill King, representing the Adair County Sheriff's Department
- Larry Burton, representing Adair County Ambulance District
- Lacy King, representing the City of Kirksville
- James Snyder, representing the Adair County Fire Chiefs Association
- Mari Macomber, representing the City of Kirksville

Staff: Chris Killday, Communications Director

Summary:

The E-911 Joint Services Center continues to operate effectively and efficiently serving all eleven primary public safety response agencies and successor agencies with jurisdictions or service areas within Adair County.

The E-911 Joint Services Board and the Director met six times during the year. So far there were no significant operational changes, or changes in external operations affecting the 911 Center and the Joint Services Board. However, the Board continues to evaluate and discuss funding options.

The 911 Center, with cooperation from the other Agencies, was able to update our policy and procedure manual, plus our training manual. We will continue to review and make any changes with these manuals when things change and will review the manuals starting in March of each year.

Director Chris Killday and Dispatcher Carol Richardson both attended MO-TERT training and are certified in MO-TERT. MO-TERT (Missouri Telecommunicator Emergency Response Taskforce), is a team of dispatchers capable of responding to another agency for a short period of time. This team is in place to assist the agency in a disaster with personnel so that the employees of the center can have a break to go home, check on their families, etc. This is a nationwide taskforce, but Missouri agencies would get priority.

In January, 2014, the MO 911 Director Association, along with MONENA and the MOAPCO Association, wrote a Bill to take to legislators reference 911 cell phone tax. Our Senate sponsor for 2014 is Representative Lauer. She also sponsored the bill in 2013. On the last day of the session there was no final action on the 911 legislation. The 2014 bill is HB1573 and the Senate Committee heard the bill on May 6, 2014. It was voted out Senate Commerce Committee on May 8, 2014. It will be heard next during general floor debate in the Senate very soon. We are in hopes HB 1573 will be successful this session.

One of the goals for the last 4 years was to try and alleviate the 911 Director from working in dispatch so often. This would allow her to do administrative tasks in a timelier manner. The 911 Center has been short staffed last several years. With the Director covering so many hours in dispatch overtime costs are cut down significantly.

KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

SUBJECT: Drainage Maintenance Policy

STUDY SESSION MEETING DATE: May 19, 2014

CITY DEPARTMENT: Public Works

PREPARED BY: Alan Griffiths

Background: The City is responsible for maintaining the flow of water within the City's stormwater system which includes driveway culverts, ditches, stormwater sewers and stormwater channels within City rights-of-way or easements. This policy is intended to provide guidelines to insure the movement of surface water and to preserve the structure and safety of streets, roads and public or private property.

The City does not have a comprehensive Drainage Maintenance Policy that addresses responsibility to maintain the various types of drainage structures within the City. This policy will delineate the areas of responsibility for maintaining drainage structures between property owners and the City for the various structures throughout the City. The Public Works Department is increasingly requested to clean drainage structures that are not operating properly due to lack of maintenance by property owners (i.e. grass clippings and trash plugging driveway tubes, lack of grass and weed control or maintenance in roadway ditches). This policy will codify the current methodology used by the City in dealing with these issues.

Most repair and replacement work is placed upon the City, while property owners will be responsible for cleaning and maintaining certain areas of drainage structures. Cleaning of driveway tubes, grass and weed control of roadway ditches, and drainage structures on private property are delineated as the responsibility of the property owner. Cleaning and maintenance of most other drainage structures is placed upon the City.

No fiscal impact is anticipated. The Public Works Department currently budgets money for the work being performed and does not anticipate any new or increased costs at this time.

~DRAFT~
DRAINAGE MAINTENANCE POLICY

PURPOSE:

The City of Kirksville (City) is responsible for maintaining the flow of water within the City's stormwater system which includes driveway culverts, ditches, stormwater sewers and stormwater channels within City rights-of-way or easements. This policy is intended to provide guidelines to insure the movement of surface water and to preserve the structure and safety of streets, roads and public or private property.

INSTALLATION OF NEW DRIVEWAY CULVERTS:

1. Culverts shall be installed to meet City requirements so as not to impede the flow of water.
2. The property owner shall contact the Public Works Department at 627-1291, to schedule an appointment with the Street Maintenance Supervisor.
3. The Street Maintenance Supervisor shall determine whether or not a culvert is necessary and, if so, the appropriate size and length of culvert, and the grade at which the culvert shall be installed.
4. The property owner shall be responsible to install the culvert based on the requirements determined in no. 3 above, including all costs for materials, equipment, tools and labor.
5. Upon installation, the property owner shall contact Street Maintenance Supervisor who will determine if installation meets requirements of no. 3 above, identifying changes, if any, or approving completion of work.

REPLACEMENT OF EXISTING DRIVEWAY CULVERTS:

1. The property owner shall contact the Public Works Department at 627-1291 to schedule an appointment with the Street Maintenance Supervisor.
2. The Street Maintenance Supervisor shall inspect the existing culvert to determine eligibility under City policy. To be eligible for replacement, the culvert must be structurally or hydraulically deficient. Structural deficiencies shall include culvert that is rusted through, cracked or crimped, or culvert that has bedding or sagging failures. Hydraulic deficiencies shall include inadequate culvert size, and inlet or outlet restrictions not caused by lack of maintenance by the property owner. Lack of inlet or outlet maintenance by the property owner shall not be grounds for replacement at City cost.
3. Culverts eligible for replacement under this policy shall be removed and replaced by the Public Works Department at the City's cost. Replacement shall be made with materials of appropriate size and length, and set at grades necessary to insure proper operation. If the replaced culvert is to be longer than the existing culvert at the property owner's request, the property owner shall bear all costs for additional materials, equipment, tools and labor necessary beyond the existing length removed.
4. Finished surfaces over replaced culverts shall be made to the same grades and elevations with materials equal to those removed.
5. If the property owner requests culvert replacement due to driveway maintenance or

replacement, all work shall be performed as per the “Installation of New Driveway Culverts” section above.

MAINTENANCE OF DRIVEWAY CULVERTS:

In order to maintain proper water flow, the property owner is responsible for inlet and outlet cleaning, including removal of all yard waste and trash, maintenance of grass and ground cover at proper heights to City codes, and maintenance of adequate driveway cover materials.

If the property owner fails to maintain driveway culvert in a clean manner, it shall be turned over to the Codes and Planning Department for enforcement. If City cleaning is required due to property owner failure to comply with City codes, the City shall bill the property owner for all costs incurred. If, for public safety reasons, immediate cleaning is required, the City may perform the necessary work and bill the property owner for all costs incurred.

In the event that a private driveway culvert creates a health or safety issue to the public or to City facilities, it shall be turned over to the Codes and Planning Department for enforcement. If City cleaning is required due to property owner failure to comply with City codes, the City shall bill the property owner for all costs incurred. If, for public safety reasons, immediate cleaning is required, the City may perform the necessary work and bill the property owner for all costs incurred.

MAINTENANCE OF ROADSIDE DITCHES:

Ditches are the property owner’s responsibility to maintain for proper water flow. The property owner is responsible for inlet and outlet cleaning, including removal of all yard waste, leaves, weeds, debris and trash; and maintenance of grass and ground cover at proper heights to City codes.

If re-grading of a ditch is required, the property owner shall use the following procedure:

1. Contact the Public Works Department at 627-1291, to schedule an appointment with the Street Maintenance Supervisor.
2. The Street Maintenance Supervisor shall determine the appropriate work to be performed, and the grade at which the ditch shall be installed.
3. If re-grading is necessary, the Street Maintenance Supervisor shall schedule work with City crews to be completed as time permits.

MAINTENANCE OF STORMWATER SEWERS:

The City will clear, clean and maintain all public storm sewers (enclosed systems) including street and area inlets, culverts and manholes that have been dedicated to or accepted by the City for operation and maintenance. The City will not maintain private stormwater sewers.

In the event that a private stormwater sewer creates a health or safety issue to the public or to City facilities, it shall be turned over to the Codes and Planning Department for enforcement. If City cleaning is required due to property owner failure to comply with City codes, the City shall bill the property owner for all costs incurred. If, for public safety reasons, immediate cleaning is required, the City may perform the necessary work and

bill the property owner for all costs incurred.

MAINTENANCE OF IMPROVED STORMWATER CHANNELS:

The City shall maintain improved channels that have been dedicated to or accepted by the City for operation and maintenance. Improved channels are those constructed of reinforced or non-reinforced concrete, grouted or non-grouted rock blankets, or any other type of improved channel installed by the City or approved by the City and installed by a developer.

The property owner shall maintain private improved channels on their property, including removal of all debris, trees, brush and sediment that impedes or obstructs the channel flow.

In the event that a private improved channel creates a health or safety issue to the public or to City facilities, it shall be turned over to the Codes and Planning Department for enforcement. If City cleaning is required due to property owner failure to comply with City codes, the City shall bill the property owner for all costs incurred. If, for public safety reasons, immediate cleaning is required, the City may perform the necessary work and bill the property owner for all costs incurred.

MAINTENANCE OF UNIMPROVED STORMWATER CHANNELS:

The City shall maintain unimproved channels that have been dedicated to or accepted by the City for operation and maintenance. Unimproved channels are those constructed in any manner other than as described in "Improved Stormwater Channels."

The property owner shall maintain private unimproved channels on their property, including removal of all debris, trees, brush and sediment that impedes or obstructs the channel flow.

In the event that a private unimproved channel creates a health or safety issue to the public or to City facilities, it shall be turned over to the Codes and Planning Department for enforcement. If City cleaning is required due to property owner failure to comply with City codes, the City shall bill the property owner for all costs incurred. If, for public safety reasons, immediate cleaning is required, the City may perform the necessary work and bill the property owner for all costs incurred.

CITY OF KIRKSVILLE
PUBLIC WORKS DEPARTMENT
TRAFFIC SIGNALS AND STOPLIGHTS
REMOVAL OF FACILITIES
~PROPSAL~

GENERAL:

The City of Kirksville owns and operates nine traffic signals, five stoplights and two pedestrian crossing signals within our city limits. In addition, there are twelve traffic signals owned and operated by the Missouri Department of Transportation (MoDOT) within our city limits. This report is limited to six traffic signals and five stoplights owned and operated by the City in the Downtown Business District area.

The traffic signals are located at the intersections of:

Washington Street and Marion Street
McPherson Street and Marion Street
Jefferson Street and Marion Street
Jefferson Street and Franklin Street
Jefferson Street and Elson Street
Jefferson Street and Main Street

The stoplights are located at the intersections of:

Harrison Street and Franklin Street
Harrison Street and Elson Street
Washington Street and Franklin Street
Washington Street and Elson Street
McPherson Street and Franklin Street

The remaining three traffic signals and two pedestrian crossing signals owned and operated by the City and not a part of this report are located at:

Potter Avenue and Osteopathy Street
Normal Street and Franklin Street
La Harpe Street and Franklin Street
Franklin Street and TSU (Ped Xing)
Patterson Street and TSU (Ped Xing)

ENGINEERING:

The Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highways Administration is used by the City when making traffic control determinations regarding signals, signage, striping and markings. Section 4 of the MUTCD discusses highway traffic signals and in Section 4B, specifically addresses traffic control signal issues being discussed in this report. In Section 4B.02, Paragraphs .04 and .05, it discusses the removal of traffic control signals due to changes in traffic patterns and the use of alternative traffic control devices. Section 4B is attached herewith for reference.

Review of the "Downtown Traffic Volume" data prepared by MoDOT showing the average annual daily traffic (AADT) volumes indicates that traffic signal and stoplight

control devices within the Downtown Business District area are not necessary due to low traffic volumes. The latest AADT volumes indicate the average traffic volume to be between twenty and fifty vehicles per hour passing through these intersections. Per the MUTCD, these intersections do not meet the minimum “vehicles per hour” volumes to satisfy warrant requirements.

Traffic accident history data is collected by the Kirksville Police Department, and indicates that these are not the highest incident intersections. This is due to low traffic volumes and low speeds, indicating that traffic signal and stoplight control devices within the Downtown Business District area are not necessary due to traffic accidents.

Speed limits in the Downtown Business District area affected by these traffic signals and stoplights are within the “Business District” speed zone; therefore all streets are posted at twenty miles per hour (20 mph) maximum speed. With a low speed limit and short blocks, this indicates that traffic signal and stoplight control devices within the downtown core area are not necessary due to traffic speeds.

The Kirksville-Adair 2013 Community Plan addresses the removal of traffic signals and stoplights in the Downtown Business District. In the Transportation, Utilities & Infrastructure Section on Page 39, attached herewith for reference, it states: “High traffic intersections should be periodically evaluated for changes in traffic flow and evaluated for additional protected left-turn signals, pedestrian walk/don’t walk lights, and to determine if the downtown signalization scheme (including the possible return to 4-way stops around the square) is meeting current needs;” and “Downtown four-way stop signals should be evaluated for removal.”

SAFETY:

The five stoplights are in constant ‘flash red’ mode and act as stop signs. The six traffic signals are in normal operation between 6:00 am and 6:00 pm, Monday through Saturday and in ‘flash red’ mode the remainder of the week. The ‘flash red’ mode for the traffic signals equates to approximately 60% of their operating time. This creates a significant safety issue for vehicles and pedestrians at the signalized intersections. It has been observed that vehicles will stop at the solid red light at a traffic signal, look both directions and then proceed through the red light as if it were a flashing red light. This confusion stems from the fact that there are five stoplights nearby and that traffic signals spend 60% of their time in flash red as a stoplight.

There are tall street lights mounted on one pole for each of these eleven intersections for safety lighting at night. Safety lighting is used to illuminate the intersection, making vehicles and pedestrians more visible. Nine of these tall poles are not needed, because these intersections each have four short street light poles for safety lighting, one on each corner. The two intersections where the tall poles would remain for safety lighting are at the intersection of McPherson Street and Marion Street, and at the intersection of Washington Street and Marion Street. At these two intersections, the traffic signal mast arm would be removed from the tall street light pole, all other traffic signal poles would be removed and the tall street light pole would remain for safety lighting.

Other items of note include, but are not limited to: 1) the level of frustration for drivers could be reduced due to the elimination of “delay hazards,” traffic signals turning red with no cross traffic or taking an inordinate amount of time to turn green with no cross traffic; and 2) removal of these obstacles could slow down the overall speed of traffic. This second item is hard to comprehend, however there have been studies by the Federal Highways Administration showing that traffic speeds increase on streets when there are frequent stop signs, stoplights or traffic signals; especially when they do not appear to be needed or appear to be ineffective due to traffic volumes or patterns.

ADDITIONAL BENEFIT:

An additional benefit to this solution would be the traffic flow on Jefferson Street between Baltimore Street and the Northeast Regional Medical Center and A.T. Still University. Currently there are four traffic signals in this area and traffic must constantly contend with waiting at a red light while there are no, or few, opposing vehicles. With this solution, traffic on Jefferson Street would only have two stop signs to contend with; at Franklin Street and at First Street.

Staff has met with Medical Center and University staff to discuss this report. Both institutions have safety concerns at or near their facilities. One concern involves pedestrian safety between parking lots on the south side of Jefferson Street and medical offices on the north side of the street. This concern has been addressed with the installation of the stop signs at the intersection of Jefferson Street and First Street.

The additional pedestrian safety concerns, while outside the parameters of this report, should be considered in the future, and staff has agreed to begin the appropriate data collection process to address these concerns. It was agreed that the future report should include all the institutions and medical facilities on this “campus,” and that it should focus on a comprehensive solution that would also involve input from other emergency medical service providers that frequent the campus.

ENERGY AND MAINTENANCE:

The elimination of these six traffic signals and five stoplights would reduce the total number of signals and lights owned and operated by the City by about 60%. The City budget contains \$35,600 annually to pay for electricity at sixteen locations. It is estimated that the City could save \$20,500 annually for electricity by eliminating traffic signals and stoplights at these eleven downtown intersections. The City also pays a maintenance contractor \$3,575 annually to maintain all of the City’s traffic signals, pedestrian crossing signals and stoplights. With the aforementioned reduction, the new contract cost could save approximately \$1,500, or 40% of their current contract cost. This proposed change could save the City approximately \$22,000 annually in operating and maintenance costs.

COST BENEFIT:

Thirty-six stop signs would be added to provide proper coverage for the intersections. The cost to purchase and install the signs would be approximately \$9,000 as a one-time expense. Stop signs currently cost approximately \$30 each and can last between six

and ten years before needing replacement, therefore an amortized replacement cost has not been considered.

With the estimated annual cost savings of \$22,000, minus the one-time estimated cost of \$9,000, the first year savings to the City would be approximately \$13,000. The estimated annual cost savings equals approximately \$1,800 per month, and would take the City approximately five months to recoup the one-time cost.

The cost savings to the City for re-use of traffic signal and stoplight parts at other intersections in the future, or the revenue generated from the sale of traffic signal and stoplight parts to other government agencies are difficult to determine or predict; therefore have not been considered.

REPLACEMENT SOLUTION:

The proposed solution is to place “stop” signs at these eleven intersections to replace the traffic signals and stoplights; and to place “stop” signs at the intersection of Jefferson Street and First Street. Not all intersections would become ‘all way’ stops. The five stoplight intersections would remain as ‘all way’ stops, by replacing the stoplight beacons with stop signs. The six traffic signal intersections would include four intersections with two-way stops and two intersections with ‘all way’ stops. The additional intersection of Jefferson Street and First Street would become an ‘all way’ stop intersection. This proposed solution would require the installation of thirty-six ‘stop’ signs as indicated below ---

(Note: NB=northbound, SB=southbound, EB=eastbound, WB=westbound)

The stoplight intersections would require the following:

- Harrison Street and Franklin Street – four stop signs (2-NB, 2-WB)
- Harrison Street and Elson Street – three stop signs (2-WB, 1-SB)
- Washington Street and Franklin Street – four stop signs (2-NB, 2-EB)
- Washington Street and Elson Street – three stop signs (2-SB, 1-EB)
- McPherson Street and Franklin Street – four stop signs (2-NB, 1-EB, 1-WB)

The traffic signal intersections would require the following:

- Washington Street and Marion Street – five stop signs (2-EB, 1-WB, 1-NB, 1-SB)
- McPherson Street and Marion Street – two stop signs (1-EB, 1-WB)
- Jefferson Street and Marion Street – one stop sign (1-SB)
- Jefferson Street and Franklin Street – three stop signs (1-NB, 1-EB, 1-WB)
- Jefferson Street and Elson Street – two stop signs (1-NB, 1-SB)
- Jefferson Street and Main Street – two stop signs (1-NB, 1-SB)

The additional intersection would require the following:

- Jefferson Street and First Street – three stop signs (1-SB, 1-EB, 1-WB)

The traffic signal and stoplight parts removed would be stored at the City’s Public Works Complex for use at other locations in the future or sold to other government agencies for use within their jurisdictions.

RECOMMENDATION:

Based upon the information provided in this report including MUTCD traffic signal warrant data, MoDOT traffic volume data, Kirksville-Adair Community Plan, and City of Kirksville traffic accident and speed limit data, staff recommends that the City remove the six traffic signals and five stoplights within the Downtown Business District area and install stop signs at the locations as defined in this report.

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is entered into this eighteenth day of April, 2014 by and between Woody's Tire Auto & Towing, LLC (the "Contractor") and the City of Kirksville, Missouri (the "City").

WHEREAS, the City of Kirksville is in need of tire supply and tire service work for the City's Central Garage; and

WHEREAS, the Contractor has agreed to supply tires and perform tire service work for the City;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Contractor's Services.** Contractor shall provide tires to the City and shall provide tire service work to the City as needed and requested by the City's Central Garage.
 - a. All tires shall be either Goodyear or Firestone brand. Contractor shall repair and/or replace all tires larger than 17-inch, including 20.5R25 tires, which are on City-owned vehicles.
 - b. Quantities shown are estimated based upon anticipated usage and wear. The City reserves the right to amend these quantities as necessary and in the best interest of the City. Bidder shall be bound by the unit prices bid regardless of quantity ordered, delivered, installed or serviced.
 - c. Unit prices per tire shall include the disposal fee per tire of old tires being replaced that are delivered to Contractor's shop.
 - d. Unit price for all tires larger than 17-inch shall include mounting tires on rims, balancing, new valve stems with extensions as necessary for 'duals', mounting wheels and tires on vehicles, and disposal of old tires being replaced at the Contractor's shop.
 - e. All work performed within Contractor's shop shall be performed and completed within two hours of delivery of vehicle or wheel for tire service.
2. **Contractor's Tire Pricing.** Contractor agrees to charge all Goodyear tires at unit prices per state of Missouri bid prices as per state contract with Goodyear Tire Company. Contractor's agreement with Goodyear Tire Company is made a part of this Agreement and attached herewith. Tires not manufactured by Goodyear Tire Company shall be supplied at the fair-market value as determined for the region.
3. **City's Estimated Quantities.** City estimates the following sizes and quantities of tires may be purchased during the Agreement period; however, quantities and sizes of tires are subject to change without notice: 11R22.5 (steer) at 10 each; 11R22.5 (drive) at 8 each; 12R22.5 (drive) at 4 each; 14 X 17.5 "Beefy Baby" at 2 each; 15 X 6.00 – 6 at 2 each; 175/80D13 at 2 each; 18.4 – 34 at 2 each; 19.5 – 24 at 2 each; 205/75R15 at 6 each; 20 X 10.00 – 10 at 2 each; 215/70R15 at 2 each; 215/85R16 10-ply at 6 each; 225/60R16 V97 at 20 each; 225/60R18 V97 at 24 each; 225/70R15 at 2 each; 225/70R19.5 10-ply (drive) at 8 each; 235/75R15 at 6 each; 235/80R16 10-ply at 2 each; 245/75R16 10-ply at 4 each;

245/75R17 10-ply at 20 each; 24 X 12.00-12 NHS at 2 each; 26 X 9 X 12 at 2 each; 265/70R17 10-ply at 2 each; 265/70R16 10-ply at 4 each.

4. **Agreement Term.** Upon execution of this Agreement, delivery of tires and performance of services shall commence on May 1, 2014. City and Contractor may extend this Agreement on an annual basis beginning on May 1 of each year, upon mutual agreement and execution of an Extension to this Agreement. Agreement may be terminated at the end of any contract period with a sixty (60) calendar day notice to the other party.
5. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be construed to create a joint venture relationship between the City and Contractor.
6. **Insurance.** The Contractor shall carry all employee, personal and automobile liability insurances in accordance with state minimum standards.
7. **Notice.** Any notice or communication permitted or required by the Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:
 - a. Notice to Contractor: Woody's Tire Auto & Towing, LLC
1102 N. Green Street
Kirksville, MO 63501
 - b. Notice to City: City of Kirksville
Central Garage
2001 N. Osteopathy Street
Kirksville, MO 63501
8. **Enforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
9. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings whether written or oral. No amendment or extension to this Agreement shall be binding unless agreed upon in writing and signed by both parties.
10. **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Contractor and City and its successors and assigns. Nothing in the Agreement shall be construed to permit the assignment by Contractor of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the City.
11. **Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Missouri. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.