BILL 2020-44

******Second/Final Reading ******

AGENDA ITEM

To: Mayor & City Council

From: Stephen Rasmussen, City Manager

Date: November 16, 2020

Re: Cooperative Agreement with Cameron Special Road District

Issue:

City Staff met with representatives of the Cameron Special Road District to discuss maintenance/improvements for S. West Street south of Euclid/A Highway. Both parties will benefit from improvements to S. West Street as a result of this cooperative agreement.

Recommendation:

Staff recommends reviewing and passing Bill 2020-44.

Bill 2020-44

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF CAMERON, MISSOURI AND THE CAMERON SPECIAL ROAD DISTRICT RELATING TO S. WEST STREET

WHEREAS, the City of Cameron, Missouri (the "City") desires to enter into a cooperative agreement with the Cameron Special Road District (the "District") for maintenance to S. West Street; and

WHEREAS, the City and District are authorized to enter into intergovernmental agreements pursuant to Section 70.220, RSMo, as amended; and

WHEREAS, Section 70.230, RSMo, as amended, provides that the City may enter into such agreements by ordinance duly enacted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute on behalf of the City of Cameron the Cooperative Agreement between the City of Cameron, Missouri and the Cameron Special Road District, a copy of which is attached hereto as Exhibit A and incorporated herein.

Section 2. That all Ordinances or parts of Ordinances in conflict with this ordinance are hereby repealed.

Section 3. Should any section, sentence or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

Section 4. The Mayor is authorized to sign this Ordinance approving it on behalf of the City of Cameron, Missouri.

Section 5. The City Clerk is directed to attest to the Mayor's signature.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed on first reading this 2nd day of November 2020.

SECOND-FINAL

Passed and approved on second/final reading this 16th day of November 2020.

_____
Mayor Dennis M. Clark

ATTEST:

_____
City Clerk

SECOND~FINAL

EXHIBIT A

COOPERATIVE AGREEMENT

[see attached]

SECOND~FINAL

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made this ____ day of _____, 2020, between the Cameron Special Road District (the "**Road District**") and the City of Cameron, Missouri (the "**City**").

W I T N E S S E T H:

WHEREAS, the City owns, operates, and maintains certain roads located within the boundaries of the City and the Road District owns, operates, and maintains certain roads located within the boundaries of the Road District; and

WHEREAS, the Road District and the City have identified certain improvements to S. West Street which will benefit both parties as illustrated on the plans and map attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the parties are authorized by Section 70.220, RSMo., to contract and cooperate with political subdivisions of the state for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, both parties will benefit from improvements to S. West Street and desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Construction and Improvements. The City shall cause the following improvements (the "**Improvements**") to be designed and constructed as provided in this Agreement:

a. The City will install a new 12" metal tube under the intersection of Flamingo Road and S. West Street to the Road District's specifications and under the Road District Forman's supervision, as depicted in **Exhibit B,** and attached hereto and incorporated as if fully set forth in this agreement. Once installed, the Road District shall be responsible for all future maintenance of said metal tube.

b. The City will maintain the described section of roadway as a gravel road until March 1, 2021, at which time maintenance will transfer to the Road District.

Section 2. Maintenance. Maintenance by the Road District referenced in **Section 1** of this Agreement shall include maintenance of any ditches or drainage ways abutting the improvements and removal of any snow from S. West Street. The City shall continue to maintain any signs placed by the City abutting the improvements, ditches, drainage ways, or S. West Street.

Section 3. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Section 4. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Clinton County, Missouri.

Section 5. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Section 6. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 7. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 8. Duty to be Reasonable. Wherever in this Agreement the Road District or City is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date mentioned above.

CAMERON SPECIAL ROAD DISTRICT

By: _____

Title: BOARD PRESIDENT

ATTEST:

_____

CITY OF CAMERON, MISSOURI

_____

Dennis M. Clark, Mayor

ATTEST:

_____