

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the City of Lake Lotawana, MO, relating to road maintenance and snow removal.

**RESOLUTION # 15822**, March 20,2006

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the Director of Public Works recommends that the County enter into a Cooperative Agreement for Road Maintenance and Snow Removal with the City of Lake Lotawana; and,

WHEREAS, under the proposed agreement, the County would be responsible for the maintenance of and removal of snow from certain roads in and around the City, the cost of which, estimated at \$33,367.25 annually, is to be deducted from the City's County Urban Road System account; and,

WHEREAS, such agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement for Road Maintenance and Snow Removal with the City of Lake Lotawana.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution # 15822 of March 20, 2006 was duly passed on March 27, 2006 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

3-28-06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

R. 15822  
LP 3/20/06  
Clerk

## COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL

This Agreement is entered into this 20<sup>th</sup> day of Dec, 2005, by and between  
The **City of Lake Lotawana**, a municipal corporation (hereinafter "City")  
and Jackson County, Missouri, a chartered county of the first class (hereinafter "County").

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000)  
authorize political subdivisions to enter into cooperative agreements to provide services; and

WHEREAS, the City and County deem it to be in their best interests to enter into this  
agreement for road maintenance and snow removal in order to increase efficiency and reduce  
costs; and

WHEREAS, the general location of the affected City and County roads and streets is  
described in the attached list, marked Exhibit A, which shows all roads entirely in the city except  
for Milton Thompson Road which is ½ city and ½ county.

WHEREAS, the City and County find that by entering into this agreement the City and  
County will ensure that the roads serving their citizens are adequately and efficiently maintained  
and cleared of snow.

NOW THEREFORE, in consideration of the mutual covenants and promises herein  
contained, it is hereby agreed as follows:

1. The City shall remove snow, ice, mowing and maintain signs for those designated  
roads and streets listed in Exhibit A attached hereto and incorporated herein.
2. Maintenance of the roads and streets provided by Jackson County shall include:
  - Crack sealing.
  - Pot hole patching.
  - Full depth patching.
  - Road shoulder repair including grading, and other related activities.
  - Culvert repairs.
  - Blading gravel surface where applicable.
  - Ditching.
  - Brush control.
  - Trash and litter removal.

*as listed on Exhibit A*

As part of this Agreement, the parties hereto shall maintain present traffic control devices within their respective jurisdictions. When additional traffic control devices are needed, the City and County shall collaborate to determine the appropriate traffic control devices to be installed. The government entity with jurisdiction under law for traffic control shall pay for and install such traffic control devices.


3. The County will yearly charge the City of Lake Lotawana C.U.R.S. account for road maintenance work performed by the County on road situated in the City, all in compliance with Exhibit A, attached.
4. The departments of public works for both entities shall cooperate in order to provide a reasonable safe roadway system by reporting any traffic or safety hazards that are observed through routine road and street inspections to the entity having jurisdiction over the road and street where such traffic or safety hazard is located.
5. Capital improvements, including but not limited to, resurfacing, curb and gutter, realignment, culvert replacement or other major construction projects shall remain the responsibility of the entity with jurisdiction under law for traffic control over the road and/or streets.
6. The parties agree to hold harmless and indemnify one another, their agencies, boards, officers, agents and employees for any claims, causes of action or damages arising from the other party's maintenance of roads described in Exhibit A that are under the parties respective legal jurisdiction.
7. Each party hereto shall be responsible for issuing any special use permits or other permits that may be required for driveways or utilities within its respective jurisdictions.
8. If either party believes that it would be advantageous to amend this Agreement because of substantial annexations or de-annexations by the City, the parties agree to consider making the appropriate amendments. Upon agreement to the modifications by each entity's Public Work Directors, modifications will be made to Exhibit A.
9. The execution of the Agreement shall be authorized by each entity's governing body.
10. Pursuant to Section 70.300, RSMo, a copy of this Agreement shall be filed in the office of the Secretary of State and Recorder of Deeds for Jackson County.
11. Either party to this Agreement can terminate this Agreement by 30 days written notice to the other party.
12. This Agreement shall be in effect upon its execution, will remain in effect until terminated.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

CITY OF Lake Lotawana

JACKSON COUNTY


  
\_\_\_\_\_  
Mayor Art Van Hook

  
\_\_\_\_\_  
Katheryn Shields  
County Executive

ATTEST:

  
\_\_\_\_\_  
City Clerk

ATTEST:

  
\_\_\_\_\_  
County Clerk

Approved As To Form:

  
\_\_\_\_\_  
City Attorney

Approved As To Form:

  
\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Dr. Ali Roohanirad, P.E.

Acting Director - Public Works

## **Exhibit A - Spreadsheet** *(Spreadsheet is from Road Maintenance)*

Listed are roads and streets for county road maintenance. The City of Lake Lotawana is to provide for snow and ice removal, traffic control signs, and mowing.

The yearly billing to Lake Lotawana is estimated to be ~~\$45,421.29~~ <sup>33,367.25 (2006)</sup>. Since the City of Lake Lotawana is to handle itemized costs for snow and ice removal, traffic control signs, and mowing these costs are subtracted from the total. All costs for maintaining each road will be supplied on a monthly basis for city review. Billing for actual yearly costs will be on an annual basis.

Billings will show costs for labor, materials, and equipment used on each road. The yearly billing will be presented to the city on January 1<sup>st</sup> of each year for the work completed in the previous year, and upon city concurrence, that amount will be taken from the city's C.U.R.S. (County Urban Road System) account to cover the yearly expense, if necessary. The billing is agreed to begin for the year 2006 and is payable as billed in 2007 and so on through 2008. The agreement may as such be extended and/or amended to reflect any cost changes as agreed in future years upon renewal of this agreement.

[illegible]



**CITY OF LAKE LOTAWANA  
RESOLUTION NO. 05-14**

**A RESOLUTION APPROVING A COOPERATIVE  
AGREEMENT WITH JACKSON COUNTY FOR  
ROAD MAINTENANCE**

**WHEREAS, the City annexed certain streets and roads into the city with annexations in 2001, 2002, 2003, and 2004; and**

**WHEREAS, previously the City did not have to upkeep any public streets; and**

**WHEREAS, the City of Lake Lotawana feels the best use of tax dollars is to have an agreement with Jackson County Public Works for the upkeep of said streets and roads.**

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE LOTAWANA, MISSOURI, as follows:**

**The Mayor is hereby authorized to enter into a Cooperative Agreement with Jackson County for road maintenance of the fiscal year of 2006 -- with said items to be furnished by the County being delineated therein.**

**ADOPTED by the Board of Aldermen for the City of Lake Lotawana, Missouri, this 20<sup>th</sup> day of DECEMBER, 2005.**

  
\_\_\_\_\_  
**Mayor**

**ATTEST**

  
\_\_\_\_\_  
**City Clerk**

**RESOLUTION NO. 05-14**

**PASSED 12/20/05**