Memorandum of Understanding

This Agreement entered into this _____ day of _____, 2015, by and between The City of Webb City, Missouri (hereinafter "Webb City") and the City of Joplin, Missouri (hereinafter "Joplin"), and in exchange for the mutual consideration and promises contained herein agree as follows:

I. Purpose. The purpose of this Agreement is to set forth and establish the duties and responsibilities of the parties as concerns the improvement of Zora from Range Line to MO-249, which extends outside of the existing corporate limits of Joplin.

II. Recitals. The parties acknowledge and agree that the following facts exist with regard to the purpose of this Agreement and the parties hereto:

1. That Webb City is a political subdivision in the form of a city of the third class existing under Missouri law;

2. That Joplin is a political subdivision in the form of a constitutional charter / home rule city existing under Missouri law;

3. That RSMo. § 70.220 authorizes political subdivisions of this state to contract and cooperate with other political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement so long as such public improvements are within the scope of the powers of such political subdivision;

4. That the acquisition of right-of-way for and the construction of roads, streets, and highways are within the scope of the powers granted to Cities;

5. That RSMo. § 71.340 allows all cities within the State of Missouri to expend certain sums of money from the general revenue of the city on the construction, repair, or improvement of any public road leading to or from any such so long as all portions of such road upon which city revenues spent is within five (5) miles of the corporate limits of the City in question.

6. That the proposed expansion of road would benefit the citizens of both Cities.

III. Responsibilities of Joplin. Joplin shall have the following duties and responsibilities with respect to the expansion of the road:

1. To incur all costs of improvements, including but not limited to the cost of right-of-way acquisition, engineering, road construction, and road maintenance, except to the extent that Webb City or any other public entity should decide to participate in the maintenance cost or by law is required to contribute toward the maintenance cost.

2. To communicate with Webb City on key issues throughout the project and discuss any possible condemnation prior to taking action.

3. To reimburse Webb City for any sums which it expends on the project except for those voluntary payments, if any, which Webb City chooses to make.

4. To hire and employ all engineers or other professionals necessary to complete the proposed project.

5. To coordinate with any person, developer, or entity who proposes to build any structure or development within the designated road improvement limits.

IV. Responsibilities of Webb City. Webb City shall have the following duties and responsibilities with respect to the proposed road improvements:

1. To inform Joplin of any proposed development which is submitted to Webb City which is to be located within the designated project limits soon as possible after such development plans have been submitted.

2. To proceed with condemnation in the name of Webb City as requested by Joplin in order to acquire any right-of-way within the designated corridor which Joplin is not otherwise able to acquire. Webb City shall appoint the Joplin City Attorney as Special City Attorney for the purpose of pursuing any condemnation action in the name of Webb City. The parties acknowledge that Joplin shall pay all costs of any such condemnation, to include but not be limited to attorney's fees, court costs, condemnation awards, engineering services, appraisal fees, and witness fees. The parties further acknowledge that since Joplin shall bear all costs of such condemnation that approval from Joplin shall be required to approve all expenditures for such condemnation. Parties further acknowledge that all property and easements acquired in the name of Webb City will after acquisition be deeded by Webb City to Joplin without any further costs to Joplin other than recording fees or deed preparation fees. Said transfer of all acquired property and easements shall be completed within 60 calendar days after acquisition.

3. To contribute such amounts of in-kind labor and/or revenues to the project as Webb City from time to time deem possible given all other factors affecting Webb City finances. Anything contained within the foregoing notwithstanding, Webb City shall be under no obligation to make any contribution to the project, either monetarily or otherwise, but shall retain the right to do so if the then sitting City Council of Webb City deems such to be reasonable, necessary and possible.

4. To cooperate in any other respect as Webb City deems appropriate so long as such action is permissible under Missouri law.

V. Miscellaneous

1. This Agreement shall be in full force and effect from and after its execution by both parties prior to execution of this Agreement, both parties shall obtain proper authorization by way of ordinance or order and a copy of each authorizing document shall be attached to this Agreement.

2. This Agreement shall remain in place and shall be in full effect from and after its execution until the proposed project is completed or abandoned. This Agreement may, however, be terminated by the mutual agreement of the parties.

3. This Agreement shall not be altered, amended, modified or changed except in writing duly executed by the governing bodies of each party after proper authorization has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CITY OF WEBB CITY

BY: _____

By: John Biggs, Mayor
City of Webb City, Mo

Date: July 28, 2015

FOR THE CITY OF JOPLIN

BY: _____
Nicholas Edwards
City Manager
City of Joplin

ATTEST: _____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney