CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-127 Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-127; Agreement; Location Map

REVIEWED BY
Director of Public Work, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Asst. City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City of Joplin to enter into a Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive.

The City has reached an agreement with Jasper County to extend the 20th Street Widening design further west, to near the MO/KS State Line. Jasper County has committed funds in the amount of $4 million to be used for the additional design and construction costs in excess of those included in the current CIST program.

Recently, the Joplin Special Roads District (JSRD) reached out to the City of Joplin to offer funds in the amount of Three Hundred Thousand and 00/100 dollars ($300,000.00) in support of the project to be used for design, rights-of-way acquisition and construction of this public improvement.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("this Agreement) is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between the **City of Joplin, Missouri** ("City"), and the **Joplin Special Road District** ("District"), collectively referred to as "the Parties".

WHEREAS, City and District are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo.; and

WHEREAS, City and District desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the widening of West 20th Street, from South Schifferdecker Avenue to the Missouri-Kansas state line ("the Project"); and

WHEREAS, City and District intend to construct said public improvement from South Schifferdecker Avenue to South Black Cat Road and plan but not construct at this time said public improvement from South Black Cat Road to the Missouri-Kansas state line; and

WHEREAS, said public improvement was included in City's 2014 Capital Improvement Sales Tax Program; and

WHEREAS, District desires to contribute $300,000.00 toward said public improvement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. City's Responsibilities. City shall have the following responsibilities under this Agreement:

A. To communicate with District on material issues throughout the Project.

B. To engage all architects, engineers, surveyors, appraisers, contractors, subcontractors, attorneys, and other professionals necessary to complete the Project.

C. Except as specified in paragraph 2, to incur all costs of the Project, including design, engineering, right-of-way acquisition, construction, maintenance, and repair.

D. To coordinate with any person who proposes to develop any property located within or adjacent to the Project.

2. Districts' Responsibilities. District shall have the following responsibilities under this Agreement:

A. To communicate with City on material issues throughout the Project.

B. To proceed with condemnation in the name of District as requested by City in order to acquire any right-of-way within the Project. District shall appoint the City Attorney as District Special Attorney for the purpose of pursuing any condemnation action in the name of District. The Parties agree that City shall pay all costs of any such condemnation, including any condemnation award, attorney's fees, court costs, engineering fees, surveyor fees, appraisal fees, and witness fees. The Parties further agree that, because City shall pay all such costs, that prior written approval from City shall be required for any such costs. The Parties further agree that all property rights acquired in the name of District shall, within 60 days of acquisition, be deeded by District to City, without any further costs to City, other than recording fees.

C. To pay City the sum of $300,000.00, to be paid in full no later than September 30, 2023.

D. To inform the City of any proposed development which is submitted to District which is to be located within or adjacent to the Project as soon as reasonably possible after such development plans have been submitted.

3. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

4. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

7. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

8. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and District at the addresses as follows:

City of Joplin, Missouri	Joplin Special Road District
ATTN: City Attorney	ATTN:
602 S. Main St.	1016 S. Picher Ave.
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

9. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

10. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

11. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI	JOPLIN SPECIAL ROAD DISTRICT
_____	_____
By: Its: authorized signatory	By: Its: authorized signatory
ATTEST:	ATTEST:
_____	_____
Holly Nagy, City Clerk	Secretary



20th Street Widening

N



COUNCIL BILL NO. 2023-127 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD), for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project was included in the 2014 renewal of the Capital Improvement Sales Tax Program; and,

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project was included in the FY22 and FY23 budgets; and,

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project is situated in Jasper County, Missouri; and,

WHEREAS, the City of Joplin, Missouri, and the Joplin Special Road District (JSRD) desire to enter into an Intergovernmental Cooperative Agreement in order to define their respective responsibilities concerning the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney