CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-135 Intergovernmental Cooperative Agreement with the City of Webb City, Missouri (Webb City) for the Zora Street Improvements project from Range Line Road to MO-249

MEETING DATE
September 3, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-135; Agreement; Location Map

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

SUMMARY
This Council Bill authorizes the City of Joplin to enter into an Intergovernmental Cooperative Agreement with the City of Webb City, Missouri for the Zora Street Improvements project from Range Line Road to MO-249

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 improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora Street Improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road.

Webb City has committed funds in the amount of $300,000.00 to be used for the project, payable to the City of Joplin at the award of the construction agreement for each phase (1-3), in payment amounts of $100,000.00 per phase.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax Fund.

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 12 day of August, 2024 ("the Effective Date"), by and between the **City of Joplin, Missouri** ("Joplin"), and the **City of Webb City, Missouri** ("Webb City"), collectively referred to as "the Parties".

WHEREAS, Joplin and Webb City 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, Joplin and Webb City desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the improvement of East Zora Street, from Range Line Road MO-249 ("the Project"); and

WHEREAS, Joplin and Webb City intend to construct said public improvement at the intersection of Zora Street and Duquesne Road (Phase 1) at this time, with said public improvements from the Zora/Duquesne intersection east to MO-249 (Phase 2) and from Range Line Road to the Zora/Duquesne intersection (Phase 3) to follow thereafter; and

WHEREAS, the Project will benefit both Joplin and Webb City; and

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

WHEREAS, Joplin and Webb City entered into a Memorandum of Understanding in March 2023 relating to the project being located within the City Limits of both Joplin and Webb City; and

WHEREAS, Webb City desires and agrees to contribute Three Hundred Thousand Dollars ($300,000.00) toward the Project, payable to the City of Joplin at the award of the construction agreement for each of the three phases, in payment amounts of One Hundred Thousand Dollars ($100,000.00) per phase.

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

A. To communicate with Webb City 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. Webb City's Responsibilities. Webb City shall have the following responsibilities under this Agreement:

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

B. To pay City the sum of $300,000.00, to be paid in increments of $100,000.00 each to coincide with the award of a construction agreement by the City of Joplin for each project phase (phases 1-3).

D. To inform Joplin 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 Joplin and Webb City at the addresses as follows:

City of Joplin, Missouri
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

City of Webb City
ATTN: Carl Francis,
City Administrator
200 S. Main St.
Webb City, MO 64870

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

_____

By:
Its: authorized signatory

ATTEST:

_____

Holly Nagy, City Clerk

CITY OF WEBB CITY, MISOURI

_____

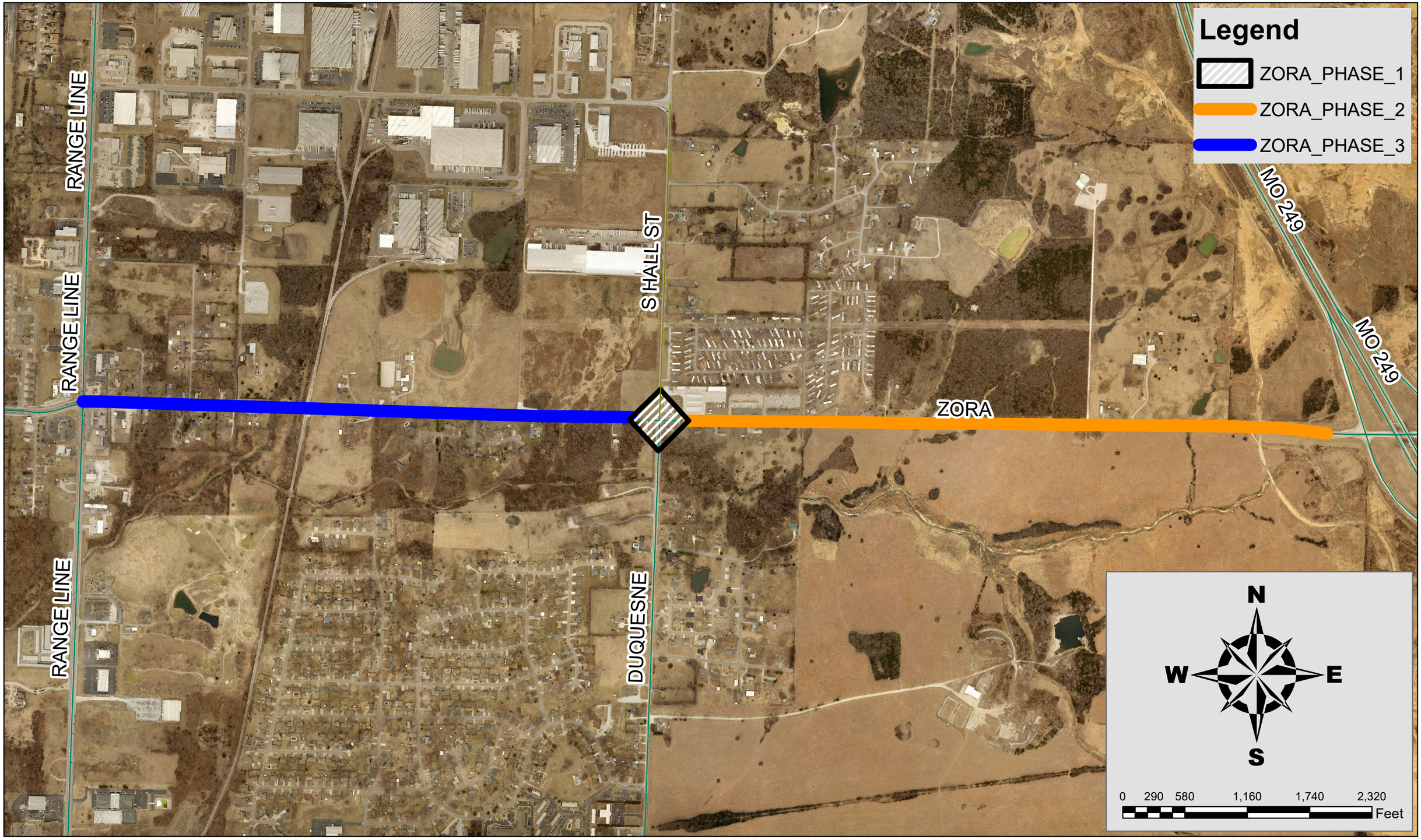
By: Lynn Ragsdale, Mayor
Its: authorized signatory

ATTEST:

_____

Kimberley E. DeMoss, City Clerk

ZORA WIDENING



COUNCIL BILL NO. 2024-135 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the City of Webb City, Missouri (Webb City), for the purpose of street construction improvements associated with the Zora Street Improvements project from Range Line Road to MO-249; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS, Joplin and Webb City 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, Joplin and Webb City desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the improvement of East Zora Street, from Range Line Road MO-249 ("the Project"); and

WHEREAS, Joplin and Webb City intend to construct said public improvement at the intersection of Zora Street and Duquesne Road (Phase 1) at this time, with said public improvements from the Zora/Duquesne intersection east to MO-249 (Phase 2) and from Range Line Road to the Zora/Duquesne intersection (Phase 3) to follow thereafter; and

WHEREAS, the Project will benefit both Joplin and Webb City; and

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

WHEREAS, Joplin and Webb City entered into a Memorandum of Understanding in March 2023 relating to the project being located within the City Limits of both Joplin and Webb City; and

WHEREAS, Webb City desires and agrees to contribute Three Hundred Thousand Dollars ($300,000.00) toward the Project, payable to the City of Joplin at the award of the construction agreement for each of the three phases, in payment amounts of One Hundred Thousand Dollars ($100,000.00) per phase.

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 City of Webb City, Missouri for the purpose of street construction improvements associated with the Zora Street Improvements project from Range Line Road to MO-249, 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.

Section 3. That this Council Bill shall have an effective date of September 17, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney