



Board of Aldermen Request for Action

MEETING DATE: 10/18/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1137, Authorizing the Mayor to sign a Winter Storm Maintenance Agreement with Clay County

RECOMMENDED ACTION:

A motion to approve Resolution 1137, authorizing the Mayor to sign a Winter Storm Maintenance Agreement with Clay County.

SUMMARY:

There are certain roads around the perimeter of the City that have both properties within the City limits and properties not inside the City limits (Clay County properties) abutting the road. The City and County have typically shared the responsibility on which street or road crew would be responsible for snow removal / winter storm maintenance. The list attached with the agreement has reviewed and agreed to by staff with both the city and county. The maintenance responsibilities outlined make sense from an efficiency of operations and street classification standpoint. The City and County have had a "Shared Roads" agreement for years, the most recent was approved in 2010. Over the years, the City has grown and the current agreement is reflective of that growth.

Negotiations regarding maintenance of some of these roads is ongoing. Agreement to the snow removal responsibilities is necessary at this time in anticipation of the upcoming winter season.

PREVIOUS ACTION:

Ordinance 2764-10, authorizing the mayor to sign a cooperative agreement with Clay County was approved on August 17, 2010.

POLICY ISSUE:

Street Maintenance / Snow removal

FINANCIAL CONSIDERATIONS:

Funds are budgeted annually for snow removal / winter storm maintenance in the street division operating budget.

ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: | |

RESOLUTION 1137

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN WINTER STORM MAINTENANCE AGREEMENT

WHEREAS, Clay County and the City of Smithville each have the responsibility to provide winter storm maintenance for portions of certain roads located in Clay County, Missouri; and,

WHEREAS, there exists an ongoing need and responsibility to provide winter storm maintenance including the removal of snow and ice from said roads and to apply salt and sand or other chemicals to help melt snow and ice from said roads; and

WHEREAS, the parties are desirous of entering into a cooperative agreement under §70.220 RSMo for the purpose of allowing the parties to provide winter storm maintenance for the roads; and

WHEREAS, winter storm maintenance on the roads will benefit Clay County residents and will mutually benefit both parties through increased efficiencies.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT the Board authorizes the Mayor to sign the Cooperative Agreement with Clay County for Winter Storm Maintenance

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 18th day of October, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between Clay County, Missouri, Administration Building, One Courthouse Square, Liberty, Missouri 64068 (hereinafter referred to as “County”) and City of Smithville, Missouri, 107 West Main Street, Smithville, Missouri 64089 (hereinafter referred to as “City”).

WHEREAS, the County and City each have the responsibility to provide winter storm maintenance for portions of certain roads located in Clay County, Missouri (said portion of these roads are set forth in exhibit A, attached hereto, and are hereinafter referred to as the “roads”);

AND WHEREAS, there exists an ongoing need and responsibility to provide winter storm maintenance including the removal of snow and ice from said roads and to apply salt and sand or other chemicals to help melt snow and ice from said roads;

AND WHEREAS, the parties are desirous of entering into a cooperative agreement under §70.220 RSMo for the purpose of allowing the parties to provide winter storm maintenance for the roads;

AND WHEREAS, winter storm maintenance on the roads will benefit Clay County residents and will mutually benefit both parties through increased efficiencies;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Upon execution of this agreement, County and City do hereby agree to provide winter storm maintenance for the roads as are set forth in exhibit A, attached hereto.
2. *Term.* This cooperative agreement will take effect upon approval of the County and the City and shall remain in effect until terminated by either party or amended

by mutual agreement. If either party desires to terminate this agreement, it will give the other party 90 days' written notice of such intent prior to terminating the Agreement. Each body shall approve and maintain this agreement pursuant to §70.230 RSMo.

3. *Change.* In the event that City annexes additional properties that have road frontage on roads included in this agreement or on other roads owned or maintained by the County, City will notify the County Highway Administrator in writing within 30 days of annexation so that responsibility for winter storm maintenance may be modified if agreed to by both parties.

4. This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any term of this agreement, unless done in writing and executed by the governing bodies of the County and the City.

5. *Controlling Law.* The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri.

6. *Waiver.* The failure of either party to this agreement to object to or to take affirmative action with respect to the conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach or wrongful conduct.

7. *Notices.* All notices pertaining to this agreement shall be in writing and transmitted by either personal hand delivery or through the United States Post Office certified or registered mail return receipt requested. All notices shall be sent to addresses set forth above for the respective parties, unless either gives written notice of a change of address.

8. *Headings.* Headings in this agreement are for convenience only and shall not be used to interpret or construe as provisions.

9. *Binding Effect.* The provisions of this agreement are binding on the parties hereto, their heirs, successors and assigns.

COUNTY OF CLAY, MISSOURI

Approved:

By:

County Counselor

Presiding Commissioner

Eastern Commissioner

Western Commissioner

ATTEST:

Clerk of the Commission

CITY OF SMITHVILLE, MISSOURI

By:

Mayor

City Administrator

Chairman, City Council

Exhibit A

Road Name	Road Description	Responsibility
Amory Rd	from US 169 east to N Virginia Avenue	Smithville
Cliff Drive	from dead end (at south) north to US 169	Smithville
H&H Lake Road	from 179th St south to 176th St (paved)	Smithville
H&H Lake Road	from 179th St north to 188th St (gravel)	Clay County
Mt Olivet Road	from DD Highway (at south) to DD Highway (at north)	Clay County
N Virginia Ave	from 132nd St north to Amory Rd	Clay County
NE 144th St	from N Virginia Ave east to Wise Rd	Clay County
NE 156th St	from DD Highway east to Mt Olivet Rd	Clay County
NE 188th St	from US 169 Highway east to Eagle Parkway (MO F Highway)	Smithville
NE 188th St	from Eagle Parkway (MO F Highway) east to Parks Dept	Smithville
North Main St	from 180th St north to 188th St	Smithville
NW 134th St	from US 169 west to dead end	Smithville
NW 144th St	from US 169 west to Platte County Line	Smithville
NW 164th St	from Lowman Rd west to Platte County line	Smithville
NW 176th St	from Thomas Ln east to H&H Lake Rd	Smithville
NW 188th St	from Platte County Line Rd east to US 169	Clay County
Park Ln	from Tillman Rd west to Deer Run	Smithville
Second Creek Bridge/ W Main St	from US 169 west to Lowman Rd	Smithville
Thomas Ln	from MO KK Highway north to 176th St	Clay County
Tillman Rd	from 144th St north to MO 92 Highway	Smithville
Wise Rd	from 144th St north to Tillman Rd	Smithville