

TOWN OF CARROLLTON, MISSOURI

BILL NO. 2023-44

ORDINANCE NO. 2023-1474

AN ORDINANCE AUTHORIZING THE TOWN OF CARROLLTON TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CARROLL COUNTY BOW HUNTERS CLUB, INC., AND AUTHORIZING ALL ACTS NECESSARY TO CARRY OUT THE TERMS OF SUCH AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF CARROLLTON as follows:

Section 1: The Council authorizes the Town to enter into a Cooperative Agreement for the use the Storage Building at Walnut Hills with the Carroll County Bow Hunters Club, Inc., a Missouri not for profit corporation, substantially in the form which is on file with the Town Clerk. The terms and provisions of the Agreement referenced are hereby approved and adopted by the Council of the Town of Carrollton, Missouri, on behalf of said Town.

Section 2: The Council authorizes and directs the Mayor of the Town of Carrollton, Missouri to execute the Agreement and any documents the Mayor deems necessary or proper to carry out fully the terms of such Agreement. The Mayor, with the advice of the attorney acting for the Town, may make minor corrections and changes to the Agreement that does not affect the substance of the Agreement.

Section 3: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Town Council would have enacted the valid portions without the invalid one, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4: This ordinance amends any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

Section 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.

A copy of this Ordinance has been made available for public inspection prior to its adoption by the Council and this bill was read by title in the open meeting two times prior to its final passage.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2023.

TOWN OF CARROLLTON, MISSOURI



John Sweeney, Mayor

ATTEST:


Dana Reimer, City Clerk

Cooperative Agreement

This Agreement is made between the Town of Carrollton, Missouri, 206 W. Washington, Carrollton, Missouri 64633 ("Town") and the Carroll County Bow Hunters Club, Inc., a Missouri not for profit corporation, 12 S. Monroe St., Carrollton, Missouri 64633 ("CCB").


Pursuant to Chapter 70.220 RSMo, the parties agree to enter into this cooperative agreement as follows:

1. The Town agrees to permit CCB from time to time during the term of this Agreement to use a building owned by the Town commonly known as the Walnut Hills Storage Building (formerly the Animal Shelter) called the "Storage Building".
2. CCB will use the Storage Building for storage and for set up and tear down of 3D shoots and equipment. CCB will maintain the interior of the Storage Building in a clean first class manner free of all trash or debris. CCB will not store or use any Hazardous Substances (including petroleum products and derivatives). The Town reserves the right to use the Storage Building in any manner not inconsistent with the use of CCB and reserves the right to enter and inspect the Storage Building at any reasonable time.
3. The initial term of the Agreement is from the date of this Agreement until December 31, 2024.
4. By written agreement, the parties may extend the term for a five-year period commencing January 1, 2025.
5. As consideration for this Agreement, CCB agrees to construct at its sole expense two ADA compliant bathrooms in the Storage Building and provide all required fixtures to permit full use. Unless otherwise agreed, this construction is to be completed by December 31, 2024. CCB agrees to make the bathrooms available to the Town for all public events conducted at Walnut Hills, and the Town agrees to provide cleaning and resupply of bathrooms after public event access.
6. The maintenance of the Storage Building will be as follows:
 - a. The Town agrees to provide exterior maintenance of the building and surrounding grounds, and to provide reasonable utilities to the Storage Building, at no charge to the CCB, during periods of CCB use.
 - b. The CCB shall maintain general interior maintenance and cleaning of the building and agrees to inform and coordinate with the Town on any structural maintenance or repairs needed.
7. CCB will maintain a policy of public liability insurance on the Storage Building with policy limits of at least one million dollars. The policy will name the Town as an additional insured and will primary and non-contributory to any insurance of the Town. CCB will provide the Town with a certificate of insurance prior to entering into the Storage Building and within 10 days of request by the Town.
8. All property of CCB in the Storage Building will be at the sole risk of CCB and the Town will have no liability or responsibility for any loss to such property for any reason whatsoever.
9. CCB agrees to indemnify, defend, and hold the Town harmless for any and all costs, expenses, and liability from all claims due to (i) personal injury or death to CCB, CCB's agents, contractors, members, and invitees, or (ii) damage to property, arising out of or caused by CCB's use of the Storage Building, including damage resulting from or caused by CCB's negligence.
10. This Agreement shall be binding upon and will inure to the benefit of the parties hereto, their respective successors and assigns.

11. AMENDMENT. This Agreement may be amended only by a written agreement signed by both of the parties hereto.

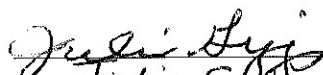
Signed the dates set forth below.

Carroll County Bow Hunters Club, Inc.


By: 
Name: **JERRY DENKER**

President

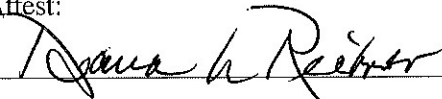
Attest:


Julia Griggs
Its Secretary

Town of Carrollton, Missouri

By: 
John Sweeney, Mayor

Attest:


Dana Reimer, City Clerk