

BILL NO. 23-40

ORDINANCE NO. 2099

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI, AND THE OAK GROVE R-VI SCHOOL DISTRICT, FOR IMPROVEMENTS TO THE WEBB PARK/PRIMARY SCHOOL PARKING LOT IN THE CITY OF OAK GROVE, MISSOURI.

WHEREAS, the City owns and operates a street network and park system; and

WHEREAS, the District's existing pick-up and drop-off lane at the Oak Grove Primary School utilizes the City's street network and park system in the vicinity of the intersection of 17th Street and Park Street; and

WHEREAS, the adjacent parking lot in Webb Park is utilized by park patrons, school drop offs, and District faculty; and

WHEREAS, the City and the District have identified certain improvements to property owned by the City which will benefit both parties; and

WHEREAS, municipalities are authorized by Section 70.220, RSMo, to contract and cooperate with political subdivisions of the State for the planning, development, construction, acquisition or operation of any public improvement or facility; and

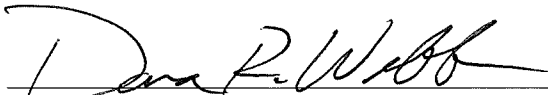
WHEREAS, both parties will benefit from the sharing of the costs to design and construct the improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OAK GROVE, MISSOURI, AS FOLLOWS:

SECTION 1. That the COOPERATIVE AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI, AND THE OAK GROVE R-VI SCHOOL DISTRICT, FOR IMPROVEMENTS TO THE WEBB PARK/PRIMARY SCHOOL PARKING LOT IN THE CITY OF OAK GROVE, MISSOURI attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Oak Grove, Missouri.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed by the Board of Aldermen of the City of Oak Grove, Missouri, this 18<sup>th</sup> day of December, 2023.

  
\_\_\_\_\_  
Mayor, Dana Webb

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI, AND  
THE OAK GROVE R-VI SCHOOL DISTRICT, FOR IMPROVEMENTS TO THE WEBB  
PARK/PRIMARY SCHOOL PARKING LOT IN THE CITY OF OAK GROVE, MISSOURI**

THIS COOPERATIVE AGREEMENT is made this 18<sup>th</sup> day of December, 2023, between the City of Oak Grove, Missouri, hereinafter called "City", and the Oak Grove R-VI School District, hereinafter called "District".

**WITNESSETH**

**WHEREAS**, the City owns and operates a street network and park system; and

**WHEREAS**, the District's existing pick-up and drop-off lane at the Oak Grove Primary School utilizes the City's street network and park system in the vicinity of the intersection of 17<sup>th</sup> Street and Park Street; and

**WHEREAS**, the adjacent parking lot in Webb Park is utilized by park patrons, school drop offs, and District faculty; and

**WHEREAS**, the City and the District have identified certain improvements to property owned by the City which will benefit both parties; and

**WHEREAS**, municipalities are authorized by Section 70.220, RSMo, to contract and cooperate with political subdivisions of the State for the planning, development, construction, acquisition or operation of any public improvement or facility; and

**WHEREAS**, both parties will benefit from the sharing of the costs to design and construct the improvements.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Infrastructure Improvements.** The improvements described in Exhibit A attached hereto and incorporated herein by reference ("Improvements") shall be designed and constructed by the City. The general location of the Improvements is depicted in Exhibit B attached hereto and incorporated herein by reference.

**Section 2. Cost Sharing.** The parties agree that the City and the District shall both derive benefits from the Improvements. An estimate of the costs to design and construct the Improvements is set forth in Exhibit A. The actual costs of the design and construction of the Improvements shall be shared equally by the City and the District, not to exceed Seventy Thousand Dollars (\$70,000.00). Upon receipt and acceptance of the bids by the City to construct the Improvements, the District shall pay to the City, within thirty (30) days, twenty-five percent (25%) of the total estimated cost of the Improvements. The District's additional share of the costs shall be provided within thirty (30) days of project completion. In the event the total cost to design and construct the Improvements is determined after the opening of bids to be in excess of Seventy Thousand Dollars (\$70,000.00), the City shall have no obligation to construct the Improvements. In the event the actual costs of design and construction are determined after completion of construction of the Improvements to be less than the estimated costs based on the bids, the City shall either not request additional contributions or refund to the District the

difference between the District's contribution and fifty percent (50%) of the actual design and construction costs.

**Section 3. General Design and Construction Requirements.** The Improvements shall be designed and constructed in accordance with all applicable rules, requirements and standards established by the City. The District hereby grants to the City, and its authorized employees, agents, and contractors, permission to enter upon any property owned by the District necessary for the design and construction of the Improvements.

**Section 4. Approval of Cost Estimates.** Prior to construction of the Improvements, the City shall submit to the District for approval the specifications and cost estimates for the Improvements.

**Section 5. Change Orders.** The City shall obtain the District's approval of all change orders materially altering the design or specifications of the Improvements.

**Section 6. Bidding.** The City will bid the project in accordance with its bidding requirements.

**Section 7. Construction.** The City will construct the Improvements according to such plans and specifications as may be hereafter approved by the City and the District.

**Section 8. Bonding.** The City shall, or ensure that its contractors shall, maintain performance, payment, and maintenance bonds in accordance with applicable law.

**Section 9. Prevailing Wage.** The City shall, where applicable, comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the City.

**Section 10. Control of Project.** Except as otherwise provided in this Agreement, the City shall have complete and exclusive control over the construction of the Improvements.

**Section 11. Ownership of Improvements.** Upon completion of construction, the Improvements located on City owned property shall be owned and maintained by the City and the Improvements located on District owned property shall be owned and maintained by the District.

**Section 12. Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

**Section 13. Applicable Law; Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

**Section 14. Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

**Section 15. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each

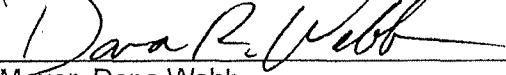
other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 16. Binding Effect.** This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

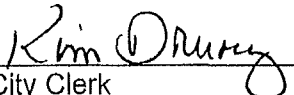
**Section 17. Duty to be Reasonable.** Wherever in this Agreement the City or District is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date mentioned above.

CITY OF OAK GROVE, MISSOURI

  
\_\_\_\_\_  
Mayor, Dana Webb

ATTEST:

  
\_\_\_\_\_  
City Clerk

OAK GROVE R-VI SCHOOL DISTRICT

  
\_\_\_\_\_  
Superintendent

ATTEST:

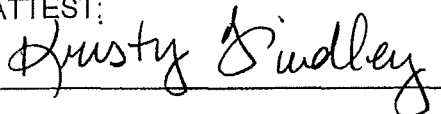
  
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EXHIBIT A

DESCRIPTION OF IMPROVEMENTS AND COST ESTIMATE

<u>Item</u>	<u>Description</u>	<u>Estimated Cost</u>
Asphalt Overlay	3" Overlay for 33,000 ft <sup>2</sup>	
<b>Total Estimated Project Cost</b>		<b>\$70,000</b>

EXHIBIT B

DEPICTION OF LOCATION OF IMPROVEMENTS

500 SE 17<sup>th</sup> Street (Webb Park)

