



Recording Date/Time: 07/19/2016 at 11:34:49 AM

Instr #: 20161277

Book: 504 Page: 98

Type: ORDNC

Pages: 4

Fee: \$33.00 S



ORDINANCE NO. 16-03

AN ORDINANCE ESTABLISHING AN AGREEMENT BETWEEN THE CITY OF WESTPHALIA, COUNTY OF OSAGE, STATE OF MISSOURI, AND THE WESTPHALIA SPECIAL ROAD DISTRICT OF OSAGE COUNTY TO PROVIDE MANAGEMENT SERVICES.

BE ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WESTPHALIA, MISSOURI, AS FOLLOWS:

AGREEMENT TO PROVIDE MANAGEMENT SERVICES

This Agreement made as of the 28th day of June, 2016, pursuant to the action of the Board of Aldermen, authorizing this Agreement between the City of Westphalia, a municipal corporation, located in Osage County, State of Missouri, (hereinafter called "City"), and the Westphalia Special Road District of Osage County (hereinafter called "SRD"):

WITNESSETH:

WHEREAS, the SRD, having been lawfully enacted and organized pursuant to Chapter 233 of the Revised Statutes of Missouri, for the purpose of exercising the powers enumerated therein for the benefit of the City and its residents, does control and own all roadways within the City; and

WHEREAS, the SRD and the City do recognize that they are separate legal entities; and

WHEREAS, the SRD does recognize that they lack the personnel and resources to maintain their finances, statutory obligations and day-to-day oversight in an effective manner; and

WHEREAS, the City does benefit from the efficiency of the SRD and does have the personnel and resources to assist the SRD in their finances, statutory obligations and day-to-day oversight; and

WHEREAS, both parties hereto do waive any perceived or inherent conflicts of interest that might exist or arise in the future as a result of the formation of this Agreement; and

NOW THEREFORE, In consideration of the promises, and of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

- 1) The SRD does hereby employ the City as the SRD's sole agent to collect, maintain and distribute funds for and on behalf of the SRD as provided for in this ordinance and any amendments thereto, to assist in the management and statutory obligations and the City does hereby accept said employment from the SRD as provided.
- 2) The City does hereby designate and appoint its City Clerk and Mayor as the City's representatives to whom all inquiries from the SRD with respect to the City's obligations under this Agreement shall be referred, and the decisions of the said City Clerk and Mayor shall be final, binding upon the City and decisions upon which the SRD may fully rely;
- 3) The City shall maintain in an account at its normal depository bank, in the name of the SRD, for use and deposit of all tax money, and other funds raised by and for the SRD.
- 4) The City shall distribute said funds to the SRD at the request of the SRD for the purposes of allowing the SRD to perform their obligations under the law and amendments thereto.
- 5) The City shall monthly or upon request deliver a statement to the SRD showing a balance of all funds and accounting for all expenditures therefrom. If sent upon request, the City shall send within five (5) days of receiving said request and the statement shall be considered sent upon the date upon which the correspondence is post-marked.
- 6) The City shall in no event withdraw funds from said account except at the request of the SRD without accounting to the SRD for their withdrawal and obtaining the consent of the SRD prior to so doing.
- 7) Nothing in this Agreement shall be construed to limit in any way either party's ability and obligations to perform any task required of it under the law.
- 8) The term of this Agreement shall commence on the 28th day of June, 2016 and terminate on the 28th day of July, 2017 provided, however, after the termination date, the term of this Agreement shall continue on a year to year basis until changed or terminated as hereinafter

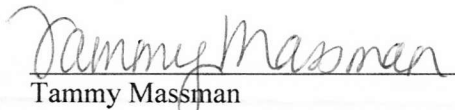
provided. The City or the SRD shall have the right to terminate this Agreement without cause, effective on the first day of any calendar month, provided that the City or the SRD shall give written notice of the City's or the SRD's intention to cancel said Agreement at least ninety (90) days prior to the effective date of such cancellation.

- 9) The City and the SRD agree that they will develop consistent policies for the accounting of SRD funds in the furtherance of this Agreement.
- 10) If the City or the SRD shall default in the performance or observance of any term or condition of this Agreement, the non-defaulting party shall give the defaulting party notice specifying the default to the address set forth below, and if the defaulting party shall not have cured such default within twenty (20) days of the notice, then and in any such event the non-defaulting party may, at its election, terminate this Agreement by giving the defaulting party written notice thereof.
- 11) This Agreement supersedes all terms in previous agreements between the City and the SRD and is binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument on the 28th day of June, 2016.

CITY OF WESTPHALIA


By:


Tammy Massman
Mayor

Notice Address:

City of Westphalia – City Hall
116 East Main Street
P.O. Box 36
Westphalia, MO 65085

ATTEST:


Kerry L. Bay
City Clerk

This Agreement when approved by the Council of the City of Westphalia, is approved as to form and legality.


City Attorney

WESTPHALIA SPECIAL ROAD DISTRICT OF OSAGE COUNTY

Notice Address:

By: Sammy Maxman
Title: Mayor

ATTEST:

Kerry L. Bay