



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5226)

Meeting: 12/31/20 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5226

Meeting Attachments

ATTACHMENTS:

- 123120 RENEWAL - UNIFORM SERVICES - CINTAS (PDF)
- 123120 CITY OF OZARK - IGA - FULLY EXECUTED (PDF)



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-582-4300 • Fax: 471-581-5924

Ralph Phillips
Presiding Commissioner

Hosea Bilyeu
Western Commissioner

Mike Robertson
Eastern Commissioner

31 December 2020

Cintas
4600 E. Mustard Way
Springfield, MO 65803

Dear Sir/Madam,

The Christian County Commission voted in session today to renew the bid for uniform and supply rentals to Cintas for another year. The bid (originally awarded December 30, 2019) was for a one-year period with the option of renewing for two additional one-year periods. We thank you for your continued excellent service, and look forward to working with you again.

Sincerely,

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Mike Robertson
Eastern Commissioner

ROUTE ORDER: County signs, route to City Clerk, City Admin/Mayor signs two originals, Clerk adds date, City Attorney signs, return one original by mail to County and City Clerk retains one original.		
Effective Date:	Termination Date:	Contract No:
(X) NEW CONTRACT		() RENEWAL OF CONTRACT NO.
CITY		COUNTY
Name: City of Ozark, Missouri Address: 205 N. 1 st Street, Ozark, MO 65721 Telephone: (417) 581-2407 Facsimile: (417) 581-8331 Attn: Steve Childers, City Admin.		Name: Christian County Address: 100 W. Church Street, Room 100, Ozark, MO 65721 Telephone: (417) 582-4300 Facsimile: (417) 581-8331 Attn: Presiding Commissioner

**INTERGOVERNMENTAL
AGREEMENT FOR MAINTENANCE OF PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 23rd day of Dec., 2020 by the parties identified above.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the County and the City to work cooperatively for the common good of maintaining open space; and

WHEREAS, County owns certain real property, described legally in Exhibit B, attached hereto and incorporated herein by reference, (the "Property"); and

WHEREAS, the County and the City desire to transfer this Property to the City to own and maintain but agree that this transfer may occur at a later date, as described herein; and

WHEREAS, the County and the City agree until the later date, the City will assume responsibility for maintaining said Property; and

WHEREAS, this Intergovernmental Agreement establishes the rights and obligations of each party regarding the maintenance of the Property.

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

1. **Property.** The County owns certain real property (“Property”) which is grassy open space and has no improvements located upon it, legally described in Exhibit B, attached hereto and incorporated herein by reference.

2. **Term and Transfer of Property.** The County and City desire to transfer the Property from the County to the City at a future date. The future date of the transfer is contingent upon (1) the City being awarded the 2021 Recreational Trails Program Grant (RTP Grant) and the 2021 Land and Water Conservation Fund Grant (LWCF Grant). If the referenced grants are not awarded in 2021, the transfer conditions will be amended. The County and the City agree that the term of this Maintenance Agreement shall be for twelve (12) months and it shall automatically terminate unless renewed in writing by the parties. The agreement shall automatically terminate at the time the Property ownership is transferred to the City.

3. **Maintenance.** Beginning on the date shown on Page 1 of this agreement and continuing until either the transfer of the property to the City or the termination of this Intergovernmental Agreement as described herein, the City agrees to be solely responsible for the maintenance of the Property. “Maintenance” as used herein shall include mowing, trash disposal, landscaping, and other similar acts to continue the current status of the Property. Any improvements or installation of new items must be approved by both the City and the County.

4. **General Independent Contractor Clause.** The Commission and the City who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission and the City.

5. **Indemnity.** To the extent allowed or imposed by law, the City shall defend, indemnify, hold harmless the County Commission, including its elected officials, departments and employees, from any claim or liability by third parties, whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the City’s wrongful or negligent performance of its obligations under this Agreement. In no event shall the language of this Agreement constitute or be constructed as a waiver or limitation for either parties' rights or defenses with regard to each parties applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**


- a. The City agrees to pass such orders, ordinances or motions as may be necessary to accept the 2021 Recreational Trails Program Grant (RTP Grant) and the 2021 Land and Water Conservation Fund Grant (LWCF Grant).

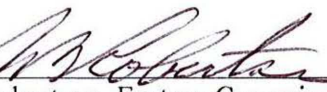
- b. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- c. This Agreement may only be modified by a written instrument executed by the parties hereto.
- d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this Intergovernmental Agreement, or to their successors, at the addresses listed above.

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Ozark have caused this Intergovernmental Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Board, as of the day and year first written above, and hereby further agree that this agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

**CHRISTIAN COUNTY, MISSOURI,
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION**


By: 
Ralph Phillips, Presiding Commissioner
Dated 12/31/2020

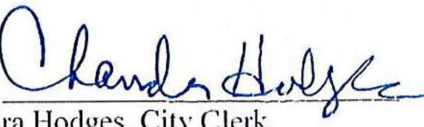
By: 
Mike Robertson, Eastern Commissioner
Dated 12-31-2020

By: 
Hosea Bilyeu, Western Commissioner
Dated 12-31-2020

COUNTY CLERK:

OZARK, MISSOURI

By: 
Rick Gardner, Mayor
Dated 12/23/2020

ATTEST: 
Chandra Hodges, City Clerk

APPROVED AS TO FORM:

By: /s/ Amanda R. Callaway
Amanda Callaway, City Attorney

By: Kay Brown
Kay Brown



APPROVED AS TO FORM:

By: [Signature]
John W. Housley County Counselor

EXHIBIT "B"

A part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section 14, Township 27, Range 21, commencing in the center of Finley Creek under the bridge known as Biers Bridge in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 27, Range 21, thence following the center of Finley Creek in a west and southerly direction to the South Line of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section 14, Township 27, Range 21, thence east to the west boundary line of the public road now located about fifty feet east of the center of said Finley Creek, and thence following the boundary line of the public road north and east to the center of Finley Creek under the Biers Bridge or the place of beginning, in Christian County, Missouri.

Also:

Beginning at a point on the South Line of an existing county road, said point lying North $50^{\circ}07'26''$ W 1262.27 feet of the East Quarter Corner, Section 14, Township 27N, Range 21W, thence South $25^{\circ}02'33''$ W 24.06 feet, thence southwesterly 238.63 feet along a 170.99 foot radius curve to the right which has a chord that bears South $64^{\circ}59'06''$ W 219.73 feet; thence North $74^{\circ}57'27''$ W 189.35 feet, thence southwesterly 271.99 feet along a 306.48 foot radius curve to the left which has a chord that bears South $79^{\circ}10'47''$ W 263.15 feet; thence northeasterly 372.08 feet along a 266.48 foot radius curve to the right which has a chord that bears North $65^{\circ}02'33''$ E, 342.58 feet; thence South $74^{\circ}57'27''$ E 342.58 feet; thence South $74^{\circ}57'27''$ E 189.35 feet; thence northeasterly 162.54 feet along a 210.99 foot radius curve to the left which has a chord that bears North $82^{\circ}58'18''$ E 158.55 feet to the point of beginning, in Christian County, Missouri.

Also:

Beginning at a point on the East Line of an existing county road, said point lying North $44^{\circ}13'25''$ W 1261.93 feet of the East Quarter Corner of Section 14, Township 27N, Range 21W, thence South $25^{\circ}02'33''$ W 147.66 feet; thence southwesterly 294.49 feet along a 210.99 foot radius curve to the right which has a chord that bears South $64^{\circ}59'06''$ W 271.16 feet; thence North $74^{\circ}57'27''$ W 189.35 feet; thence southwesterly 372.08 feet along a 266.48 foot radius curve to the left which has a chord that bears South $65^{\circ}02'33''$ W 342.58 feet to a point on the East Line of an existing county road; thence North $64^{\circ}67'27''$ W 40.00 feet to the West Line of said county road; thence northeasterly 472.92 feet along a 306.48 foot radius curve to the right which has a chord that bears North $64^{\circ}02'3''$ 394.00 feet; thence South $74^{\circ}57'27''$ E, 189.35 feet; thence northeasterly 238.63 feet along a 170.99 foot radius curve to the left which has a chord that bears North $64^{\circ}59'06''$ E, 219.73 feet; thence North $25^{\circ}02'33''$ E, 147.66 feet to a point on the West Line of said county road; thence South $64^{\circ}57'27''$ E, 40.00 feet to the point of beginning.

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Christian County, Missouri