

RESOLUTION NO. 17-2023

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH HENRY COUNTY COMMISSION FOR THE EXTENSION OF COMMERCE DRIVE.

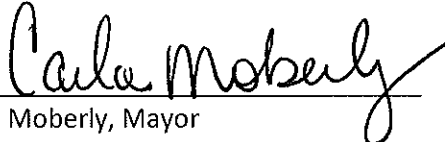
WHEREAS, the City of Clinton will contract with Do-Rite Construction and Excavating for the extension of Commerce Drive; and

WHEREAS, Henry County Commission has agreed to share in the construction cost of said project;

BE IT HEREBY RESOLVED by the City Council of Clinton, Missouri as follows:

1. The attached Agreement by and between the City of Clinton and Henry County Commission is approved.
2. The Mayor of the City of Clinton is authorized to execute said Agreement on behalf of the City of Clinton, MO.

Approved this 21st day of November, 2023.



Carla Moberly, Mayor

ATTEST:



Wendee Seaton, City Clerk



INTERGOVERNMENTAL AGREEMENT FOR JOINT FUNDING

THIS AGREEMENT, made this 21ST day of November, 2023, between the City of Clinton, Missouri, herein called "City" and Henry County, Missouri, herein called "County",

WITNESSETH:

WHEREAS, City is extending Commerce Drive, in Gerhart Industrial Park, to provide access to Lot 3, for an industrial project, and

WHEREAS, the development of Gerhart Industrial Park provides a positive impact on both the City of Clinton and Henry County, and

WHEREAS, both public entities are agreeable to share in the cost of the extension of Commerce Drive, and

WHEREAS, without the shared funding called for in this Agreement, City would be unable to complete the improvements identified in this agreement, and

WHEREAS, it would be to the best interests of City, County and to the public, for the parties to mutually agree as set forth herein.

NOW THEREFORE, it is agreed as follows:

1. Nothing contained herein shall be construed to create any rights in third parties and the same is expressly disclaimed.

2. City will contract with Do-Rite Construction and Excavating for the bid amount of Six Hundred Eighty-One Thousand Sixty-Two Dollars and Fifty Cents (\$681,062.50) to complete the public improvements to Commerce Drive, identified in Exhibit A.

3. Upon receipt of invoice from City, at completion of improvements to Commerce Drive, County shall pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to City.

4. It is mutually agreed between the parties that this agreement is for the mutual benefit of the parties and the public, and that each party will cooperate with the other in carrying out of the purposes hereof.

IN WITNESS WHEREOF, City has caused this Agreement to be authorized by its City Council, executed by its Mayor and attested to by the City Clerk and Henry County has caused this agreement to be authorized and executed by the Henry County Commission and attested to by the Henry County Clerk on the dates below written.

CITY OF CLINTON

Carla Moberly
BY: Carla Moberly, Mayor
Dated: 11-21-23

ATTEST:

Wendee Seaton
Wendee Seaton, City Clerk
Dated: 11-21-23



HENRY COUNTY

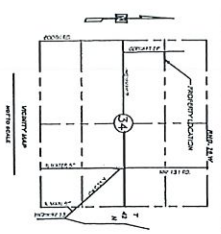
Jim Stone
BY: Jim Stone, Presiding Commissioner

ATTEST:

Rick Watson
Rick Watson, Henry County Clerk
Dated: 11-7-23

Rick Fosnow
BY: Rick Fosnow, Northside Commissioner

Dale Lawler
BY: Dale Lawler, Southside Commissioner
Dated: 11-07-2023



UTILITY CONTACTS

- HENRY COUNTY WATER COMPANY
- PUBLIC UTILITIES
- CLINTON COUNTY WATER
- CLINTON COUNTY SEWER
- CLINTON COUNTY GAS
- CLINTON COUNTY ELECTRIC
- CLINTON COUNTY TELEPHONE
- CLINTON COUNTY CABLE
- CLINTON COUNTY FIBER
- CLINTON COUNTY RAILROAD
- CLINTON COUNTY AIRPORT
- CLINTON COUNTY MARINA
- CLINTON COUNTY PARKS
- CLINTON COUNTY RECREATION
- CLINTON COUNTY HISTORIC
- CLINTON COUNTY CULTURAL
- CLINTON COUNTY EDUCATIONAL
- CLINTON COUNTY GOVERNMENT
- CLINTON COUNTY BUSINESS
- CLINTON COUNTY RESIDENTIAL
- CLINTON COUNTY INDUSTRIAL
- CLINTON COUNTY AGRICULTURAL
- CLINTON COUNTY FORESTRY
- CLINTON COUNTY MINING
- CLINTON COUNTY QUARRYING
- CLINTON COUNTY CONSTRUCTION
- CLINTON COUNTY MANUFACTURING
- CLINTON COUNTY DISTRIBUTION
- CLINTON COUNTY RETAIL
- CLINTON COUNTY SERVICE
- CLINTON COUNTY HEALTHCARE
- CLINTON COUNTY FINANCIAL
- CLINTON COUNTY PROFESSIONAL
- CLINTON COUNTY ARTS
- CLINTON COUNTY ENTERTAINMENT
- CLINTON COUNTY SPORTS
- CLINTON COUNTY RELIGIOUS
- CLINTON COUNTY SOCIAL
- CLINTON COUNTY COMMUNITY
- CLINTON COUNTY ENVIRONMENTAL
- CLINTON COUNTY SCIENTIFIC
- CLINTON COUNTY TECHNICAL
- CLINTON COUNTY INNOVATION
- CLINTON COUNTY RESEARCH
- CLINTON COUNTY DEVELOPMENT
- CLINTON COUNTY INFRASTRUCTURE
- CLINTON COUNTY TRANSPORTATION
- CLINTON COUNTY ENERGY
- CLINTON COUNTY WATER RESOURCES
- CLINTON COUNTY WASTE MANAGEMENT
- CLINTON COUNTY PUBLIC SAFETY
- CLINTON COUNTY EMERGENCY SERVICES
- CLINTON COUNTY LEGAL
- CLINTON COUNTY POLICE
- CLINTON COUNTY FIRE
- CLINTON COUNTY CORRECTIONS
- CLINTON COUNTY SOCIAL SERVICES
- CLINTON COUNTY HUMAN SERVICES
- CLINTON COUNTY EDUCATION
- CLINTON COUNTY HEALTH
- CLINTON COUNTY SENIORS
- CLINTON COUNTY CHILDREN
- CLINTON COUNTY YOUTH
- CLINTON COUNTY ADULTS
- CLINTON COUNTY FAMILIES
- CLINTON COUNTY INDIVIDUALS
- CLINTON COUNTY COMMUNITIES
- CLINTON COUNTY COUNTRIES
- CLINTON COUNTY WORLDS

DISCLAIMER:

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF HE OR SHE DISCOVERS ANY UTILITIES NOT SHOWN ON THE PLANS OR ANY UTILITIES NOT IDENTIFIED BY THE INFORMATION PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION.

UTILITY NOTES:

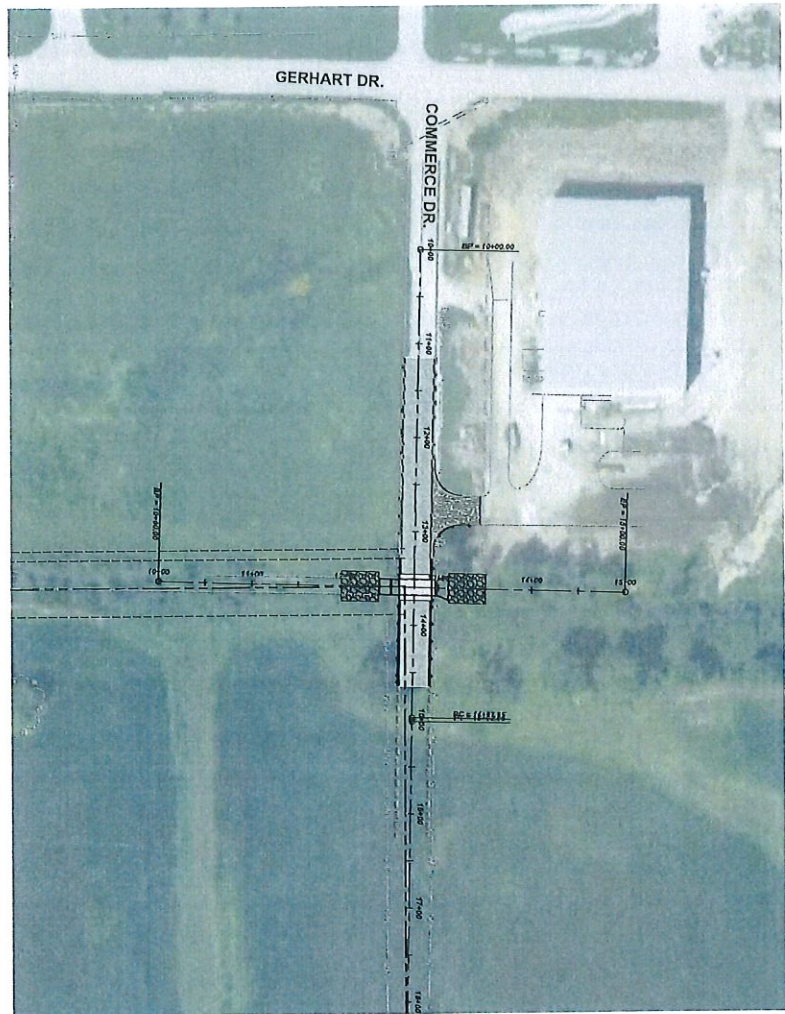
EXISTING UTILITIES SHOWN ARE BASED ON ENGINEER'S CONTRACT WITH UTILITY AGENCIES AND PROFESSIONAL SURVEY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION.

GENERAL NOTE:

- CONSTRUCTION SHALL COME TO THE LATEST APPLICABLE CITY ORDINANCE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CLINTON.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CLINTON PRIOR TO ANY CONSTRUCTION.
- CONSTRUCTION SHALL BE TO THE STANDARD WHICH WOULD BE REQUIRED TO AVOID WORKING ABOVE OR NEAR UNDERGROUND ELECTRICAL, WATER, COMMUNICATION VAULTS, AND OTHER UTILITIES.
- ALL IMPROVEMENTS TO EXISTING UTILITIES SHALL MEET ALL CITY ORDINANCES.

EXHIBIT A

**BOX CULVERT IMPROVEMENTS
CLINTON, HENRY COUNTY, MISSOURI
SEC. 34, T-42-N, R-26-W**



PROJECT LOCATION

Sheet Number	Sheet Title
01	COVER SHEET
02	GENERAL NOTES
03	PLAN & PROFILE SHEET
04	PLAN & PROFILE SHEET
05	PLAN & PROFILE SHEET
06	PLAN & PROFILE SHEET
07	PLAN & PROFILE SHEET
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36	PLAN & PROFILE SHEET

CJW TRANSPORTATION CONSULTANTS, L.L.C.
 503 S. 95th Street, Suite 204
 Clinton, MO 64703
 Phone: 417.238.3300
 Fax: 417.238.3302
 www.CJW.com

COVER SHEET
 SHEET NO. **01**
 OF 36
 C.M.A.A. 2007

**ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERS ROAD
CITY OF CLINTON, MISSOURI
CLINTON, MISSOURI**

PRELIMINARY
Not for Construction

Prepared by:
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