

RESOLUTION NO. 15 -2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HENRY FOR THE REPLACEMENT OF AUGUSTA STREET BRIDGE.

WHEREAS, the City of Clinton wishes to enter into an Agreement with the County of Henry for the replacement of Augusta Street bridge; and

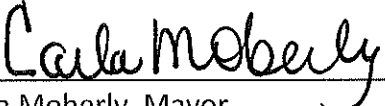
WHEREAS, County of Henry agrees to provide materials and labor to complete the work;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with the County of Henry (Exhibit A) is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 2nd day of July, 2024.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



JIM STONE, Presiding Commissioner
448 SE 500 Rd.
Clinton, Missouri 64735
Cell: (660) 351-1133

NORTH DISTRICT
Rick Fosnow – County Commissioner
776 NE 901 RD
Calhoun, Missouri 65323
Cell: (660) 525-6395

SOUTH DISTRICT
Dale Lawler – County Commissioner
697 SE 100 RD
Clinton, Missouri 64735
Cell: (660) 525-4649



EXHIBIT A

HENRY COUNTY COMMISSION

Phone (660) 885-7201 / 7202



Clinton, Missouri
100 W. Franklin
Clinton, Missouri 64735-2080

This agreement, made and entered into on July 9, 2024, by and between, City of Clinton, (hereinafter "City") and the County of Henry, a political subdivision of the State of Missouri, (hereinafter "County").

WHEREAS, It is the intention of County to Replace the existing Deck on the Bridge on Augusta St and the Approaches on the East and West Side of Bridge.

WHEREAS, City is the owner of land adjacent to Augusta Bridge and would, therefore, benefit from the road being improved in this fashion.

WHEREAS, the project undertaken by County would extend from approximately 100 feet West of the existing bridge to 100 feet East of the existing bridge on Augusta St.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

County, its officers, employees, agents and assigns may enter upon the land of The City in the designated area for the purpose of Redoing the Cap, Beams, Deck and on wall Sheeting on the existing Pillings. County agrees the work will be done according to plans submitted to and approved by the City. County is authorized to cut, burn, mulch and remove trees; grind stumps; and do dirt work necessary to Redo Bridge Deck which would consist of but not be limited to the following: digging, blading, packing and building the bridge deck and any associated dirt work necessary for drainage. City may inspect the work as it progresses.

County does not anticipate having to remove the existing fence to rebuild deck. If County, through its officers, employees, agents or assigns causes any damage, intentionally or recklessly to City property, County shall repair the damage to restore it to its original condition. If County is unable or unwilling to repair the damage or restore it to its original condition, County agrees to compensate City for the reasonable cost of repairing the damage to City property. 10 days after the job is complete and the City has inspected the completed work, a release will need to be signed by City. This work done by the county for the City of Clinton will be done at \$0.00 cost to the city.

Executed by the parties as set out below and effective as of the date set forth above:

City of Clinton

By: Carla Moberly
Carla Moberly, Mayor

Attest:

Wendee Seaton
Wendee Seaton, City Clerk

County of Henry

By: Rick Fosnow
Jim Stone, Presiding Commissioner
North District Commissioner

Attest:

RA
Rick Watson, County Clerk

