

# COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

WEDNESDAY 4/17/2019

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner Bev Thomas, and District #2 Commissioner Don Williams.

## Meeting Agenda

Commissioner Thomas made a motion to approve today's agenda as posted. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Session opened at 10:18 A.M.

## Prior Minutes

Commissioner Williams made a motion to table April 9, 2019 and April 16, 2019 minutes. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

## New Business

**Intergovernmental Agreement-** Commissioner Thomas stated this is an agreement with the Horseshoe Bend Special Road District. Commissioner Thomas then made a motion to approve the intergovernmental agreement with Horseshoe Bend Special Road District on the basis that all county road repairs and maintenance is completed by Horseshoe Bend Road District, but are owned by Camden County. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes).

**CAMDEN COUNTY, MISSOURI AND HORSESHOE BEND SPECIAL  
ROAD DISTRICT  
INTERGOVERNMENTAL AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of April, 2019, by and between Camden County, Missouri, a political subdivision of the State of Missouri, hereinafter referred to as “County” and the Horseshoe Bend Special Road District, a political subdivision of the State of Missouri, hereinafter referred to as “District”.

WITNESSETH:

WHEREAS, heretofore District advertised for bids for the maintenance and repair of certain roadways belonging to County, but under the supervision and control of District; and

WHEREAS, Magruder was the successful bidder and a contract was entered into with Magruder by District for the maintenance and repair of certain roadways located within District; and

WHEREAS, County has been advised that said contract between District and Magruder can be modified to include roadways belonging to County not within District located in a geographical area referred to as Horseshoe Bend; and

WHEREAS, District and Magruder have agreed that said contract can be extended and expanded to include certain roadways belonging to County not within District more particularly described and referred to on Exhibit A attached hereto and incorporated herein by reference for the same unit pricing given to District by Magruder; and

WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between County and District as follows:

1. EXPANSION OF CONTRACT. It is agreed by and between the parties hereto that District will negotiate and enter into an amended contract with Magruder to include County roadways

referred to on Exhibit A which are not within District on the same terms and conditions and unit pricing contained in the original contract between District and Magruder.

2. BENEFIT TO PARTIES. It is understood and agreed that the expansion of the contract to include the roads referred to on Exhibit A belonging to County will both directly and indirectly benefit the work being performed on the District roadways by Magruder because of the connection with and proximity to the District roadways being repaired under the contract with Magruder.

3. PAYMENT BY COUNTY. It is agreed by and between the parties hereto that the road work being performed by Magruder on the County roadways referred to on Exhibit A will be paid for by County and will be paid directly to Magruder by County under the amended contract. County guarantees to District that the payments for the work to be performed on the County roadways by Magruder will be paid in a timely fashion to Magruder.

4. INDEMNITY AND HOLD HARMLESS. It is understood and agreed by and between the parties hereto that County will indemnify and hold District harmless as to any work performed upon those County roadways referred to on Exhibit A by Magruder under the terms of this Intergovernmental Agreement.

5. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CAMDEN COUNTY, MISSOURI

\_\_\_\_\_  
GREG HASTY, Presiding Commissioner

ATTEST:

\_\_\_\_\_  
BEVERLY THOMAS, 1<sup>st</sup> District Commissioner

\_\_\_\_\_  
Rowland Todd, County Clerk

\_\_\_\_\_  
DON WILLIAMS, 2<sup>nd</sup> District Commissioner  
COUNTY

Approved as to form:

\_\_\_\_\_  
Charles E. McElyea, County Attorney

HORSESHOE BEND SPECIAL ROAD  
DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_

DISTRICT

**Adjourn:** With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes). Session closed at 10:20 A.M.

Ordered that the Commission adjourn until day Thursday, April 18, 2019

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*Greg Hasty, Presiding Commissioner*

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*Melissa Peters Benefits Coordinator*