

**ORDINANCE REPEALING ORDINANCE NO. 57 dated 05/09/1974**

WHEREAS, Ordinance 57 dated 5-9-1974 of the Ordinances of the Village of Oakwood, Missouri currently reads as set forth in **Exhibit 1** attached hereto.

WHEREAS, the Board of Trustees unanimously voted to repeal Ordinance No. 57 the 1974 agreement with The Village of Oaks as it is not in the best interest of the Village of Oakwood taxpayers to obligate Oakwood to pay another municipality for the use of their roads, considering we all drive on each others roads.

WHEREAS, the Board of Trustees have honored said 1974 agreement cancellation requirements by giving 6 months notice to the Village of Oaks stating their intent to repeal Ordinance No. 57 as set forth in **Exhibit 2** attached hereto.

WHEREAS, the Village of Oakwood has received no complaints from their letter of intent to repeal said Ordinance from the Village of Oaks.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAKWOOD, MISSOURI AS FOLLOWS:**

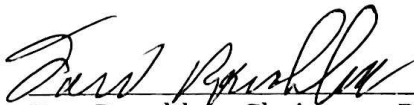
Effective immediately the previously existing Ordinance No. 57 of the Village of Oakwood is repealed in its entirety.

Passed this 4th day of March, 2019.



Dan Rouchka - Chairman, Board of Trustees,  
Village of Oakwood, Clay County, MO.

Approved this 4th day of March, 2019.



Dan Rouchka - Chairman, Board of Trustees,  
Village of Oakwood, Clay County, MO.



Elizabeth Rouchka, Village Clerk

Bill No. 57

ORDINANCE NO. 57

ORDER AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT  
FOR MAINTENANCE OF BARNES AVENUE - WITH THE VILLAGE OF OAKS

WHEREAS, the Village of Oakwood and the Village of Oaks  
both use Barnes Avenue as a main roadway; and

WHEREAS, it is in the best interest of the Village of  
Oakwood to enter into an agreement with the Village of Oaks in  
connection with the maintenance and repair of Barnes Avenue;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES  
OF THE VILLAGE OF OAKWOOD, AS FOLLOWS:

SECTION 1: That the Chairman of the Board of Trustees  
of the Village of Oakwood is hereby authorized and directed to  
execute the attached agreement on behalf of the Village of  
Oakwood, an agreement with the Village of Oaks for the purpose  
of maintaining and repairing of Barnes Avenue, and that following  
the execution by the Village of Oaks, the agreement be attached  
hereto and made a part hereof as if fully set out herein.

PASSED, SIGNED AND MADE EFFECTIVE BY THE BOARD OF TRUSTEES  
OF THE VILLAGE OF OAKWOOD, MISSOURI, this 7<sup>th</sup> day of July,  
1974.

THE VILLAGE OF OAKWOOD  
A Municipal Corporation

By: Richard L. Kerner  
Chairman, Board of Trustees

Elizabeth A. Kiser  
Village Clerk

THIS AGREEMENT, made and entered into this 15 day of March, 1974, by and between the Trustees of the Village of Oaks, a municipal corporation of the State of Missouri, hereinafter called the party of the first part, and the Trustees of the Village of Oakwood, a municipal corporation of the State of Missouri, hereinafter called party of the second part,

WITNESSETH:

WHEREAS, the North side of Barnes Avenue is the dividing line between said Villages; and

WHEREAS, the residents of both Villages live on and use said Barnes Avenue; and

WHEREAS, the parties hereto desire to provide for the maintenance and repair of said Barnes Avenue,

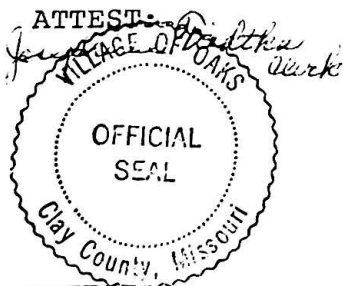
NOW, THEREFORE, it is agreed by and between the parties hereto that said street be maintained and repaired in the following manner:

1. That the maintenance and repair of said street including the preparation of plans, letting of contracts, and payment of contractor, or for labor and material, shall be under the supervision of the party of the first part, however, no expenditure of funds shall be made for which the party of the second part shall be liable hereunder without the party of the first part first presenting said plans or contracts to the party of the second part for its good faith, advice and recommendation, *and consent* 8.8.3.

2. That the cost of such maintenance and repair, including snow removal and resurfacing of said street, shall be divided equally between the parties; and

3. That the term of this contract shall run for a period of three (3) years; and unless either party notified the other by registered mail at least six months before the expiration of the term of this Agreement of its intention not to renew, such term shall be automatically extended for a further period of three (3) years, and in such event all the terms and provisions hereof shall continue in full force and effect during the extension period. Said automatic extension shall continue for successive three year periods unless notice is given by either party in the above stated manner.

IN WITNESS WHEREOF, the parties have executed this agreement on this 15th day of March, 1974.



ATTEST:

*Elizabeth H. Clark*  
*Elizabeth H. Clark*

VILLAGE OF OAKS, State of Missouri

By *Joseph J. Zollmann*  
 Chairman of Board of Trustees

VILLAGE OF OAKWOOD, State of Missouri

By *William L. K...*  
 Chairman of Board of Trustees