

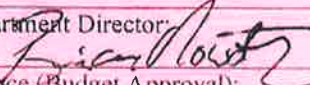

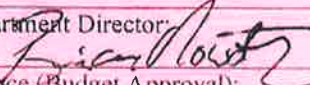

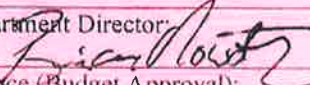

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20429

Sponsor(s): Tony Miller

Date: May 18, 2020

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Extending the Award for Twelve Months on the Hay/Crop Agreements for the Parks + Rec Department to LE Montgomery (Rob Montgomery) of Lone Jack, Missouri and Robert Hertzog of Greenwood, Missouri under the terms and conditions of Invitation to Bid No. 17-12</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) VENDOR PAYS COUNTY <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
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Total amount authorized after this legislative action:											
Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____ Prior resolutions and (date): 17860 April 16, 2012 and 17890 June 20, 2012</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>										
REQUEST SUMMARY	<p>Resolution No. 17860 dated April 16, 2012 awarded Eight Year Hay/Crop Harvesting Agreements to Lance Gabriel of Grain Valley, Missouri; LE Montgomery of Lone Jack, Missouri; Joseph Hand of Holden, Missouri and Robert Hertzog of Greenwood, Missouri for several areas of the Parks + Rec Department. Mr. Gabriel decided not to proceed with his agreement and his area was re-awarded to Mr. Hand via Resolution No. 17890 dated June 20, 2012.</p> <p>These agreements are expiring and while Mr. Hand is not interested in extending his agreement, the Parks + Rec Department would like to extend for twelve months the following agreements: LE Montgomery of Lone Jack, Missouri for the Monkey Mountain fields which pays the County \$7,206 annually and Robert Hertzog of Greenwood, Missouri for the Blue and Gray fields which pays \$29,480 annually.</p> <p>Hay/Crop Harvesting for all other areas will be rebid in 2021.</p>										
CLEARANCE	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No goals assigned <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS											
REVIEW	<table border="1" style="width: 100%;"> <tr> <td>Department Director: </td> <td>Date: 5/4/20</td> </tr> <tr> <td>Finance (Budget Approval):  N/A</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 5/4/20	Finance (Budget Approval):  N/A	Date:						
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Finance (Budget Approval):  N/A	Date:										

<i>If applicable</i>		
Division Manager:	<i>Troy M. Schultz</i>	Date: <i>5-18-2020</i>
County Counselor's Office:	<i>Debra O. Lowrey</i>	Date: <i>5/14/20</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

HARVEST OF HAY AND CROPS AGREEMENT

THIS AGREEMENT entered into this 18 day of July, 2012, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter "County") and **ROBERT HERTZOG**, 26110 E. 150 Highway, Greenwood, MO 64034, (hereinafter "Hertzog").

WHEREAS, County owns certain tracts of real property located within and as parts of Blue & Gray Park and Longview Lake Park; and,

WHEREAS, by Invitation to Bid No. 17-12, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops and hay; and,

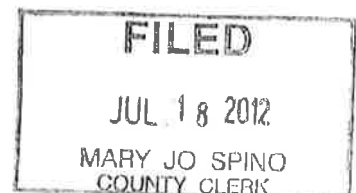
WHEREAS, Hertzog has submitted the best bid for lease of the property at Blue & Gray Park, and Longview Lake Park, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 17860, dated March 19, 2012, County awarded a lease to Hertzog on Bid No. 17-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

WHEREAS, by Resolution 17890, dated May 7, 2012, the Legislature did authorize modifications to Hertzog's bid for the harvest of hay and crops;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Hertzog respectively agree with each other as follows:

1. County shall permit Hertzog to use 261 acres of land, specifically Fields 1 through 16, located at Blue & Gray Park, and 105 acres of land, specifically Fields 4 and 6, located at Longview Lake Park, for an eight-year term running from the date of this



agreement's execution to December 31, 2019 for the harvesting of hay and crops as set out in Hertzog's response to Invitation to Bid No. 17-12, dated February 14, 2012, which is attached hereto as Exhibit A and incorporated herein by reference.

2. All other activities of Hertzog shall be governed by the Jackson County Code.

3. Hertzog shall pay to County the annual total sum of \$28,710.00 for lease of property located at Blue & Gray Park and \$11,550.00 for lease of property located at Longview Lake Park, for an aggregate total in the amount of \$40,260.00, to be paid from the proceeds of the sale of hay and crops under this lease.

4. During the tenure of this lease, Hertzog shall use said property only for the herein designated purpose. Hertzog shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.

5. Hertzog shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.

6. Hertzog shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks and Recreation Department.

7. Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.

8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Director of Parks and Recreation for late remittance of payment.

9. The County shall not be liable for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by Hertzog. Hertzog shall indemnify County for any such damages.

10. Hertzog shall be liable for any damage that may be caused to County property by the activities of Hertzog, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.

11. Either the County or Hertzog may terminate this Agreement by giving thirty days' written notice to the other party. If Hertzog shall terminate this Agreement and termination is not the result of a breach of said Agreement, Hertzog shall be entitled to harvest, gather and remove his hay and/or crops planted on said premises or, at the discretion of the County, may allow Hertzog reasonable compensation in lieu thereof for Hertzog's hay and/or crops. If all or a portion of the hay and/or crops remains unharvested at the time of such a termination, Hertzog's compensation will be determined by a formula approved by the Director of Parks and Recreation.

13. In the event Hertzog terminates this Agreement prior to the expiration date hereof it shall be in the sole discretion of the County to determine if Hertzog shall be entitled to any part of hay on premises, or reasonable compensation for same.

14. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.

15. The Director of Parks and Recreation of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.

16. The waiver or modification by any party hereto of any term or condition hereof

shall not void, waive or modify any other term or condition hereof. The failure of any party to insist, in any one or more instances, upon the performance of any term of this Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

17. On or before the date this Agreement's term expires or its termination by the County, Hertzog shall vacate the stated premises, remove the property of Hertzog therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear excepted.

18. Hertzog takes the property subject to easements of record.


19. This Agreement, together with Invitation to Bid No. 17-12 and Hertzog's response thereto, incorporates the entire understanding and agreement of the parties.


(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

JACKSON COUNTY, MISSOURI

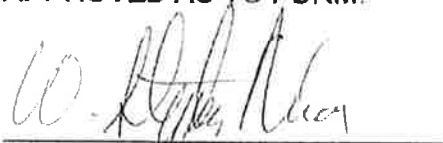
ROBERT HERTZOG

By 
Q. Troy Thomas
Director of Finance and Purchasing

By 
489-66-1902
Federal I. D. Number or
Social Security Number

APPROVED AS TO FORM:

ATTEST:


W. Stephen Nixon
County Counselor


Mary Jo Spino
Clerk of the Legislature

HARVEST OF CROPS AGREEMENT

THIS AGREEMENT entered into this 16th day of April, 2012, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter "County") and **L.E. MONTGOMERY**, 10215 Gibson, Lone Jack, MO 64070, (hereinafter "Montgomery").

WHEREAS, County owns certain tracts of real property located within and as parts of Monkey Mountain Park; and,

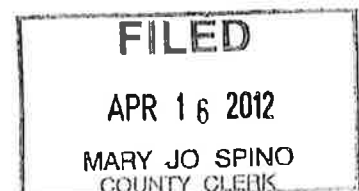
WHEREAS, by Invitation to Bid No. 17-12, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops; and,

WHEREAS, Montgomery has submitted the best bid for lease of the property at Monkey Mountain Park, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 17860, dated March 19, 2012, County awarded a lease to Montgomery on Bid No. 17-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Montgomery respectively agree with each other as follows:

1. County shall permit Montgomery to use tracts of land located at Monkey Mountain Park, and more specifically identified in Invitation to Bid No. 17-12, for an eight-year term running from the date of this agreement's execution to December 31, 2019 for the harvesting of row crops as set out in Montgomery's response to Invitation to Bid No. 17-12, dated February 12, 2012, which is attached hereto as Exhibit A and incorporated



herein by reference.

2. All other activities of Montgomery shall be governed by the Jackson County Code.

3. Montgomery shall pay to County the annual total sum of \$7,206.00 to be paid from the proceeds of the sale of crops under this lease.

4. During the tenure of this lease, Montgomery shall use said property only for the herein designated purpose. Montgomery shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.

5. Montgomery shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.

6. Montgomery shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks and Recreation Department.

7. Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.

8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Director of Parks and Recreation for late remittance of payment.

9. The County shall not be liable for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by Montgomery. Montgomery shall indemnify County for any such damages.

10. Montgomery shall be liable for any damage that may be caused to County property by the activities of Montgomery, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.

11. Either the County or Montgomery may terminate this Agreement by giving thirty days' written notice to the other party. If Montgomery shall terminate this Agreement and termination is not the result of a breach of said Agreement, Montgomery shall be entitled to harvest, gather and remove his crops planted on said premises or, at the discretion of the County, may allow Montgomery reasonable compensation in lieu thereof for Montgomery's crops. If all or a portion of the crops remain unharvested at the time of such a termination, Montgomery's compensation will be determined by a formula approved by the Director of Parks and Recreation.

13. In the event Montgomery terminates this Agreement prior to the expiration date hereof it shall be in the sole discretion of the County to determine if Montgomery shall be entitled to any part of crops on premises, or reasonable compensation for same.

14. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.

15. The Director of Parks and Recreation of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.

16. The waiver or modification by any party hereto of any term or condition hereof shall not void, waive or modify any other term or condition hereof. The failure of any party to insist, in any one or more instances, upon the performance of any term of this

Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

17. On or before the date this Agreement's term expires or its termination by the County, Montgomery shall vacate the stated premises, remove the property of Montgomery therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear excepted.

18. Montgomery takes the property subject to easements of record.


19. This Agreement, together with Invitation to Bid No. 17-12 and Montgomery's response thereto, incorporates the entire understanding and agreement of the parties.

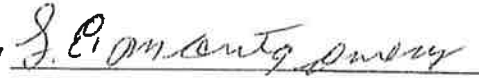
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IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

JACKSON COUNTY, MISSOURI

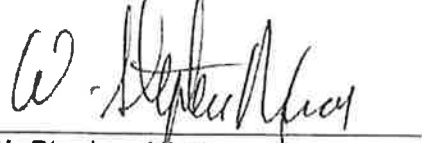
L.E. MONTGOMERY

By 
Q. Troy Thomas
Director of Finance and Purchasing

By 
Federal I. D. Number or
Social Security Number
43-166-4839

APPROVED AS TO FORM:

ATTEST:


W. Stephen Nixon
County Counselor


Mary Jo Spino
Clerk of the Legislature