

SUBJECT: Authorizing the County Executive to execute a Cooperative Agreement with the City of Grain Valley, Missouri, for the installation of a water line along Old US 40 highway and the lease to the City of a parcel of property at Monkey Mountain Park, for the construction by the City of a city park, at an estimated cost to the County of \$125,000.00.

INTRODUCED: September 24, 2001
(Public Works)

ADOPTED: October 1, 2001

(R.#13853)

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the City of Grain Valley, Missouri, for the installation of a water line along Old US 40 highway and the lease to the City of a parcel of property at Monkey Mountain Park, for the construction by the City of a city park, at an estimated cost to the County of \$125,000.00.

RESOLUTION # 13828, September 24, 2001

INTRODUCED BY Bill Petrie, County Legislator

WHEREAS, the County has proposed an agreement with the City of Grain Valley for the installation of a water line along Old US 40 highway at an estimated cost of \$250,000.00 to be shared equally by the City and County, and the lease to the City of a parcel of property at Monkey Mountain Park for the construction by the City of a city park; and,


WHEREAS, such services are mutually agreed as specified in the attached Agreement; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Agreement; and,

BE IT FURTHER RESOLVED that the Manager of the Division of Finance be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Certificate of Passage



County Counselor

I hereby certify that the attached resolution, Resolution # 13828 of September 24, 2001, was duly passed on October 1, 2001 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0
Abstaining 0 Absent 1

10-1-01
Date



Mary Jo Brogato, Clerk of Legislature

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.

ACCOUNT NUMBER: 015 1514 8020

ACCOUNT TITLE: Public Building Corporation Capital Projects Fund
Public Works Maintenance Facility
Building Improvements

NOT TO EXCEED: \$125,000.00

Sept 20, 2001
Date



Director of the Department of Finance

R. #13828
JP

**AGREEMENT BY AND BETWEEN JACKSON COUNTY, MISSOURI
AND GRAIN VALLEY, MISSOURI**

**PERMITTING INSTALLATION, OPERATION AND MAINTENANCE
OF A CITY PARK**

This Agreement made this 27 day of August, 2001, by and between Jackson County, Missouri, hereinafter referred to as "County" and Grain Valley, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City".

WITNESSETH:

City is engaged in the planning for development and construction of a City Park providing recreational opportunities to residents of Grain Valley and the population of Jackson County on a parcel of real property, more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes, which property is located within the boundaries of Monkey Mountain Park, a recreational park under the supervision of Jackson County Parks and Recreation, a Division of Jackson County, Missouri; and

WHEREAS, City is desirous to acquire the necessary property to construct a City Park, hereinafter referred to as Phase I on the Monkey Mountain Park Property referred to in Exhibit "A" and hereinafter referred to as the "Park"; and

WHEREAS, County recognizes the public need of the park and its goal of providing recreation for citizens of Jackson County; and

NOW, THEREFORE, the parties agree as follows:

1. Permitted Long Term Activities on Park Land.

County hereby permits City to use the land described in Exhibit "A" for developing, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Park for park and recreation activities and, at or below ground appurtenances thereto; and further permits City to develop, construct, erect, own, operate, patrol, inspect, maintain, repair, replace, remove and reconstruct park and recreational facilities that will include but not necessarily be limited to baseball, softball and football, soccer fields, volleyball and basketball courts, picnic areas, horseshow/rodeo arena, parking and restroom facilities.

2. Mutual Benefit Installations.

The City and County agree to provide one-half each, the costs for the City to install an (8) eight-inch minimum water main to 34900 Old US 40 Highway. The waterline shall be installed by December 31, 2001, except that weather conditions or unforeseen circumstances beyond the City's control, if they have demonstrated good faith efforts to

complete the line, shall not be considered a breach of contract. The County will provide its share of the money within thirty (30) days of receiving an invoice from the City. All costs associated with this project shall be applicable, which includes design, survey, easements, permits, inspection, construction. The City as part of its water system will maintain the water main. The County will tap the waterline for domestic water use and provide for fire protection use. The County will provide sewage service through an (8) eight-inch sewer line stubbed at the right-of-way in front of the proposed building, which will convey sewage to the proposed on-site treatment plant. The capacity reserved for the city park is limited to 5,000 gallons per day.

As long as this Agreement remains in effect and the entities continue to operate their facilities described herein, the City will allow the County, free of charge, to utilize up to 20,000 gallons of water per month. In exchange for such service, the County will provide to the City, free of charge, wastewater treatment for 5,000 gallons of water per day.

3. Future Cooperation Required.

City specifically agrees that they will enter upon the property described in Exhibit "A" for the purposes permitted in paragraph 1 hereof and no other purpose, and shall not interfere with the recreational activities conducted by Jackson County, except to the extent required for the developing, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Park. Jackson County shall continue to use and enjoy the land described in Exhibit "A" as it did prior to the execution of this Agreement provided such use or uses shall not interfere with or endanger the developing, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Park. County specifically agrees that it shall not construct any building, structure, or other obstruction on the property in Exhibit "A" without first having acquired City's consent and approval.

4. Existing Crop Lease.

County has leased the property referred to in Exhibit "A" through December 31, 2002, for the production of crops. City shall notify County by December 1, 2001, if construction or other surface disturbance will occur in 2002 to enable County to contact the Lessee before December 31, 2001. City agrees to pay any monetary damages County may incur to Lessee in the event City begins construction or other surface disturbance prior to January 1, 2003.

5. Duration of Covenants.

The promises and covenants made herein are intended by the parties to be for a term of fifty (50) years beginning from the date of this Agreement. City shall not use the property described in Exhibit "A" for any other purpose than described in paragraph 1. The City has the option of renewing this Agreement if it can be shown the facility has a positive impact on the recreational services and opportunities to the residents of the City and Jackson County.

6. Default.

For any material breach of the terms of this Agreement, the aggrieved party shall have available all lawful remedies. The City may use the property for park and recreation purposes only. In the event of default by the City, the County shall own any and all improvements made by the City on the land without any compensation to City. If the City does not substantially complete the Park, the City agrees to pay for completion of the park or removal of any facilities already fully or partially constructed thereon as directed by the County.

7. Indemnification.


If either party suffers any kind of expense or loss, including attorneys' fees in the defense of claims, demands, litigation or other actions of any kind or nature whatsoever arising out of or directly or indirectly related to the installation or operation of the Park, the responsible party shall reimburse the other party for any and all such expenses and losses, unless prohibited by applicable law. If either party breaches the Agreement, the breaching party agrees to indemnify and hold the other party harmless for all losses, expenses and/or damages suffered by the other party, including, without limitation, all actual, incidental and consequential losses or damages, and reasonable attorneys' fees.

8. Intent of the Parties.

The parties mutually agree that all will use best efforts or prepare any documents, which in the future are required to fully accomplish this intent and all other desired effects of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CITY OF GRAIN VALLEY, MISSOURI


Matthew Farlin, Mayor

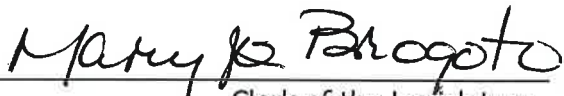
JACKSON COUNTY, MISSOURI


Kathryn G. Shields, County Executive

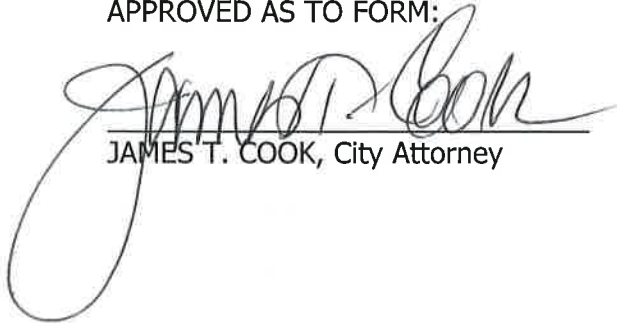
ATTEST


Carol Branson, City Clerk

ATTEST


Mary K. Brogato
Clerk of the Legislature

APPROVED AS TO FORM:


JAMES T. COOK, City Attorney

APPROVED AS TO FORM:

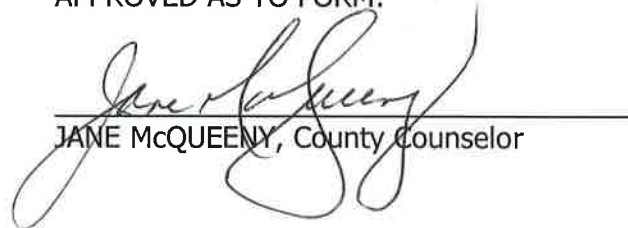

JANE McQUEENY, County Counselor

Exhibit "A"

Part of the Northeast Quarter of Section 36, Township 49, Range 30, Jackson County, Missouri, described as follows: Beginning at a point 720 feet East of the Southwest corner of said Quarter Section; thence North parallel to the West line of said Quarter Section 1271.8 feet to the center line of U.S. Highway No. 40; thence in an Easterly and Northeasterly direction along the center line of said highway 607.25 feet to the Southwesterly right-of-way line of the Chicago and Alton Railroad; thence South 41 degrees 20 minutes East along said right-of-way 1973.74 feet to the South line of said Quarter Section; thence West 1867.85 feet to the point of beginning, except that part in U.W. Highway No. 40.

Subject, however, to an easement granted to the Missouri Public Service Company over a portion of the above-described property as more fully set forth in the instrument recorded July 1, 1996, as Document No. 889487.