

**REQUEST FOR LEGISLATIVE ACTION**


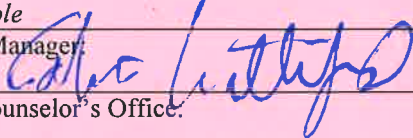
**Completed by County Counselor's Office:**

Res/~~Ord~~ No.: 19349

Sponsor(s): Dennis Waits

Date: January 9, 2017

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <b>A RESOLUTION</b> authorizing the County Executive to execute a Management and Maintenance Program Agreement with the Kansas City Area Transportation Authority.</p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="302 611 1182 919"> <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; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <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; FROM / TO	FROM ACCT  TO ACCT
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 19023 A resolution authorizing the County Executive to execute a Cooperative Agreement with the Kansas City Area Transportation Authority for the acquisition of the Rock Island Rail Corridor.</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Johnny Sweeney, Director of Economic Development, 816.881.6665</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>On December 1, 2015 the Jackson County Legislature authorized the County Executive to execute a Cooperative Agreement with the Kansas City Area Transportation Authority (KCATA) for the acquisition of the Rock Island Rail Corridor. In addition to agreeing that the KCATA and the County would each pay 50% of bond debt service related to the acquisition of the corridor, the agreement states that the parties intend to enter a subsequent agreement for management and maintenance of the corridor. The Maintenance and Management Program Agreement outlines each party's responsibilities related to the corridor. Broken down into general categories, these responsibilities are: (1) shared use path development (2) transit development (3) corridor management and maintenance and (4) transit oriented development. Generally, Jackson County leads shared use path development, KCATA leads transit development, certain corridor management and maintenance duties are led by the County, certain corridor management and maintenance duties are shared, certain corridor management</p>										

	and maintenance duties will be reevaluated in the coming years, and the parties intend to enter into a subsequent agreement related to transit oriented development. The draft Agreement is attached and is outlined in further in the Executive Summary. One section that is anticipated to be updated is 1.5 to reflect that currently, only the County and the ATA will be part of the committee.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Jackson County – Kansas City Area Transportation Authority Cooperative Agreement	
REVIEW	Department Director: 	Date: 1.3.17
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 1-3-17
	County Counselor's Office:	Date:

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.

Between: Robbie Makinen, Kansas City Area Transportation Authority and Frank White, Jr., Jackson County, Missouri

Re: Section 7.2 of Maintenance and Management Program Agreement

This letter is a mutual thank you to each party for their drive to make the Rock Island Railroad Corridor a multi-modal and developmental success. In furtherance of our partnership in corridor development, we accept the below as it relates to Section 7.2 of the Maintenance and Management Program Agreement.

Based on our discussions, the KCATA agrees to consult the County as part of such incentive district research and will provide notice to the County, in writing, forty-five (45) days before beginning a formal formation process. No formation process for an incentive district will begin before May 1, 2017.

We look forward to advancing our mutual goal of creating a multi-generational regional asset.

Sincerely,

Robbie Makinen and Frank White, Jr.

## Executive Summary

**SUBJECT:** Rock Island Railroad Corridor Management and Maintenance Agreement.

### **HISTORY:**

- KCATA and County executed Cooperative Agreement for Right-of-Way Acquisition for Construction of a Trail System and Future Rail Line for Commuter Service and Other Public Transportation Systems where KCATA agreed to reimburse County for 50% share of principal and interest on County Bonds.
- Pursuant to Section 3.3 of Cooperative Agreement, KCATA and County agreed to negotiate and execute this Agreement delineating responsibilities with respect to the management, maintenance and operation of Corridor.
- Jackson County issued \$51,950,000 in bonds to purchase 17.7 mile Corridor from Union Pacific.

### **RESPONSIBILITIES OF PARTIES**

- Management and Maintenance Agreement provides for (i) operation, management and maintenance of Shared Use Pathway Project and Corridor by County and (ii) operation, management and maintenance of Multi-Modal Project by KCATA. KCATA reviews plans and specifications of Shared Use Pathway to make sure plans positively impact transit goals.
- County insures Corridor for initial 5 year period. KCATA insures portions of Corridor used for transit improvements. After 5 years, parties either amend Agreement or execute separate agreement for division of insurance responsibilities.
- KCATA responsible for costs of management, security and maintenance of portions of Corridor used for Multi-Modal Project. County responsible for management, security and maintenance of Corridor for 5 years after execution of Agreement. During initial 5 years, parties analyze expenses associated with management, security and maintenance of Corridor to develop revenue generation through combination of: (i) leases, licenses, easements and other agreements (ii) cost-sharing and in-kind contributions (iii) Transit Oriented Development and (iv) transportation development district, community improvement district or other development strategies. 3 years after execution, parties will review expenses associated with Corridor; if after 5 years, revenue generation does not cover operation costs, parties will either amend Agreement or execute separate agreement for alternative funding plan and division of costs between parties.
- Certain responsibilities are shared and/or divided among parties. For example, County will develop marketing plan for Shared Use Pathway and Corridor, and KCATA will conduct marketing for Multi-Modal Project, with each party responsible for contract administration and associated revenue.

- County leads negotiation of leases, licenses, easements and other agreements related to Corridor, and is also primarily responsible for encroachments. If parties agree, KCATA can lead on certain leases and encroachments. Both parties may pursue grants and other funding, with cooperation of other.
- Projects outlined in Agreement audited every 24 months by independent, unaffiliated Certified Public Accountant licensed in Missouri.

A hierarchy pyramid showing Corridor's proposed uses is attached as Exhibit A.

### **INTERIM COMMITTEE STRUCTURE; ROCK ISLAND RAIL CORRIDOR AUTHORITY**

- Rock Island Rail Corridor Authority is currently a County department. Agreement contemplates possibility of Rock Island Rail Corridor Authority being established as entity separate from County. If separate entity formed, County and KCATA to execute amendment or new agreement setting forth entity's responsibilities. If separate entity formed, RIRCA will be governed by 7 member Board of Directors, with 3 appointed by County and 3 by KCATA. 7<sup>th</sup> director serves on 3-year rotating basis, with County appointing initial director, and KCATA appointing second director. Prior to establishment of RIRCA as separate entity, the KCATA and County will each appoint a representative to "Joint Rock Island Committee" which will be governing and information sharing body, designed to coordinate vision for Shared Use Pathway Project, Multi-Modal Project and Corridor.

### **TRANSIT ORIENTED DEVELOPMENT**

- KCATA leads Transit Oriented Development and establishment of value capture tools. Agreement provides that after its execution, County and KCATA will negotiate as soon as practicable a third agreement to provide for transit oriented development responsibilities.

### **VALUE CAPTURE**

- KCATA agreed to side letter modifying 7.2 whereby KCATA will consult the County as part of incentive research, will provide 45 day notice to the County before beginning formation process, and will not begin formation before May 1, 2017. 7.2 includes, in part: in accordance with 2.2 of Cooperative Agreement, KCATA, in cooperation with the County, may form a Transportation Development District, a Community Improvement District or other incentive district. The County and KCATA agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications necessary to implement the TDD,

CID or other incentive district and to provide that such district shall fund the Multi-Modal Project.

**EXHIBIT A**  
**Hierarchy Pyramid**

