

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$1,275,000.00 from the undesignated fund balance of the 2020 General Fund and \$600,000.00 from the undesignated fund balance of the 2020 Rock Island Railroad Capital Project Fund, authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with and payment of \$675,000.00 to the Kansas City Area Transportation Authority, and establishing the new Rock Island Rail Capital Project Fund.

ORDINANCE NO. 5471, December 7, 2020

INTRODUCED BY Crystal Williams, County Legislators

WHEREAS, pursuant to Resolution 19023, dated, December 1, 2015, the County and the Kansas City Area Transportation Authority (KCATA) entered into a Cooperative Agreement that provided for, among other items, the joint funding of right-of-way acquisition for the construction of a recreational trail system within the Rock Island Rail Corridor (RIRC); and,

WHEREAS, pursuant to Resolution 19801, dated March 26, 2018, the County and the City of Lee's Summit, MO (City), entered into a Cooperative Agreement regarding the status of the Chipman Road bridge within the RIRC, whereunder the County granted the City permission to remove the bridge at some point in the future and released the City from any future obligations regarding said bridge, in exchange for \$2,000,000.00 to be paid by the City, which the County now retains; and,

WHEREAS, this Ordinance will allocate the \$2,000,000.00 provided by the City between the County and the KCATA to be used for RIRC and other transit purposes; and,

WHEREAS, \$225,000.00 of the funds will be used to reimburse the County for funds paid to resolve the RIRC state law takings claims that were settled pursuant to Resolution 20545, dated October 26, 2020; and,

WHEREAS, \$500,000.00, which has previously been appropriated into the Park Fund, will be allocated toward the construction of a new pedestrian bridge over Chipman Road along the RIRC; and,

WHEREAS, \$675,000.00 will be paid by the County to the KCATA pursuant to the attached Intergovernmental Cooperative Agreement, to be used by the KCATA for costs associated with the KCATA's implementation of transit and transportation-oriented development along the RIRC; and,

WHEREAS, the remaining \$600,000.00 will be used to establish the County's Rock Island Railroad Capital Project Fund, to be expanded solely for RIRC-related purposes; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-9999	32810- Undesignated Fund Balance	\$1,275,000	
Rock Island Rail Corridor Auth. 001-3601	56070- Intergovernmental Agreements		\$675,000

001-9100 Operating Transfers	56105- Operating Transfers Out	\$600,000
Rock Island Railroad Capital Project Fund		
Rock Island Rail Corridor Auth.		
011-3601	47070- Inter Fund Transfers	\$600,000
011-9999	32810- Undesignated Fund Balance	\$600,000
011-9999	32810- Undesignated Fund Balance	\$600,000
Rock Island Rail Corridor Auth.		
011-3601	58060- Other Improvements	\$600,000

and,

BE IT FURTHER ORDAINED that the Rock Island Rail Capital Project Fund be and hereby is established; and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with KCATA; and,

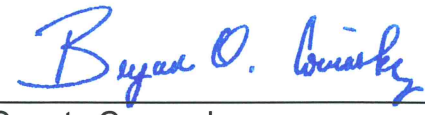
BE IT FURTHER ORDAINED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5471 introduced on December 7, 2020, was duly passed on December 21, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

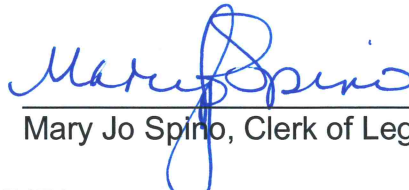
Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

12/21/2020
Date



Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5471.

12/21/2020
Date



Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the sources indicated below.

ACCOUNT NUMBER: 001 9999 32810
ACCOUNT TITLE: General Fund
Undesignated Fund Balance
NOT TO EXCEED: \$1,275,000.00

ACCOUNT NUMBER: 011 9999 32810
ACCOUNT TITLE: Rock Island Railroad Capital Project Fund
Undesignated Fund Balance
NOT TO EXCEED: \$600,000.00

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: 001 3601 56070
ACCOUNT TITLE: General Fund
Rock Island Rail Corridor Auth.
Intergovernmental Agreements
NOT TO EXCEED: \$675,000.00

12/3/20
Date



Interim Chief Administrative Officer

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (the "Agreement") is made and entered into as of December ____, 2020, by and between Jackson County, Missouri, a political subdivision of the State of Missouri (hereinafter sometime referred to as the "County"), and the Kansas City Area Transportation Authority, a bi-state agency created under a compact between the States of Missouri and Kansas, and approved by the United States Congress (hereinafter referred to as the "KCATA").

WHEREAS, sections 70.210 to 70.325 of the Revised Statutes of Missouri authorize a political subdivision to enter into cooperative agreements with duly authorized agencies of the State of Missouri or other states, for various purposes, including the planning, development, construction, acquisition or operation of any public improvement; and,

WHEREAS, by Resolution 19023, dated December 1, 2015, the Jackson County Legislature did authorize the execution of a Cooperative Agreement (the "County/KCATA Agreement") with the KCATA concerning, in part, the acquisition, financing, and use of the Rock Island Rail Corridor (the "RIRC"); and,

WHEREAS, the County and the KCATA executed the County/KCATA Agreement effective January 5, 2016; and

WHEREAS, section 3.3 of the County/KCATA Agreement requires specified cooperative actions of both parties concerning the future management and maintenance of the RIRC; and,

WHEREAS, in 2018 the City of Lee's Summit (the "City") requested the County allow for removal of the existing RIRC bridge over Chipman Road by the City; and

WHEREAS, the City in return provided the County \$2,000,000.00 (the "Chipman Road Funds") for new roadway easements, existing value, and to release the City of obligation for any future transportation related structures over Chipman Road; and

WHEREAS, the County has railbanked the RIRC through the U.S. Surface Transportation Board, and desires to replace the RIRC bridge with a bridge connecting the County's bicycle and pedestrian trail at Chipman Road; and

WHEREAS, the County and the KCATA now wish to further provide for the use and allocation of the \$2,000,000.00 paid by the City for the benefit of the RIRC and the citizens of Jackson County.

Now, therefore, it is agreed by and between the parties as follows:

1. **Scope of Agreement**. The purpose of this Agreement is to provide for the use of the Chipman Road Funds held by the County for the removal of the bridge over Chipman Road.

2. **Future Use of Chipman Road Funds**. The County and the KCATA agree to use the Chipman Road Funds as follows:

a. The parties agree that the County will retain \$500,000.00 to be used by the County for the design and construction of a bicycle and pedestrian structure and/or other shared use path-related improvements to replace the current structure, upon the removal of the existing Chipman Road Bridge by and at the expense of the City.

b. The remaining \$1,500,000.00 will be divided between the parties on a 50/50 basis and used as follows:

i. The County will retain \$750,000.00 to be utilized on the RIRC project for any purpose including, but not limited to, construction, legal fees, consulting, grant match, right-of-way acquisition, operations, security, and/or other RIRC - related purposes.

- ii. The County will have the sole responsibility to construct a freight rail bridge at the Chipman Road location should freight service be reinstated on the RIRC.
- iii. The County will use \$75,000.00 of the remaining funds as the KCATA's share for settlement of two Jackson County cases filed by various landowners adjoining the RIRC against Jackson County (Groh v. Jackson County, Mo. et al., Case No. 1816-CV00401) and KCATA (Kenyon, et al. v. KCATA, Case No. 2016-CV00442). The County will take the lead on the settlement agreement, which will be signed by and agreed to by the KCATA. The total settlement monies to be paid in the two actions is \$225,000.00
- iv. The County will pay the KCATA the remaining sum of \$675,000.00 to be used by the KCATA for any purpose including, but not limited to, adjoining property acquisition, legal fees, consulting, grant match, public private partnerships, and/or other related purposes to fund costs associated with the KCATA's implementation of transit and transportation-oriented development on the RIRC.

3. **Notices.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, either certified or registered mail, postage prepaid, return receipt requested or by electronic mail, addressed as follows:

- a. County:
Bryan O. Covinsky, County Counselor
Jackson County Courthouse
415 E. 12th Street, Suite 200

Kansas City, MO 64106
bcovinsky@jacksongov.org

b. KCATA

Kansas City Area Transportation KCATA
Attention: Chief Executive Officer
1200 E. 18th Street
Kansas City, MO 64108
RMakinen@kcata.org

With a copy to:

Jerry Riffel, Esq
Lathrop GPM LLP
2345 Grand Blvd., Suite 2200
Kansas City, MO 64108
jerry.riffel@lathropgpm.com

4. **Choice of Law.** This Agreement is made in the State of Missouri under the Constitution and laws of such state and is to be so construed.

5. **Severability.** Should any part, term, portion or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, partition or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute substantially the agreement that the parties intended to enter into in the first instance.

6. **Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by both the County and the KCATA.

7. **Authorization.**

a. The undersigned signatory on behalf to the County hereby represents the he has been authorized by the County to execute this Agreement in the name of, and on behalf of, the County.

b. The undersigned signatory on behalf of the KCATA hereby represents that he has been authorized by the KCATA to execute this Agreement in the name of, and on behalf of, the KCATA.

c. Upon request by the other party, each party shall provide evidence of the authority described in the section, in customary form.

8. Assignment. No party to this Agreement may transfer or assign this Agreement, except with the written consent of the other party in its sole discretion.

9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors, legal representatives and permitted assigns of the parties.

10. The County/KCATA Agreement. Except as stated in this Agreement, as to the division of the Chipman Road Funds, the County/KCATA Agreement is reaffirmed by the parties and remains in full force and effect.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the parties here hereunto set their respective hands as of the day and year first written above.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

JACKSON COUNTY, MISSOURI

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: Bryan O. Covinsky
Title: County Counselor

ATTEST

By: _____
Name: Mary Jo Spino
Title: Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$675,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing