

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Agreements for Environmental Services with the Cities of Blue Springs, Buckner, Grandview, Grain Valley, Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek.

RESOLUTION. 19792, March 26, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Public Works Department recommends Environmental Health Services Agreements with the Cities of Blue Springs, Buckner, Grandview, Grain Valley, Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek, to provide for the inspection of food service establishments within the cities by County staff; and,

WHEREAS, such services are in accordance with provisions of chapter 70 of the County Code and section 192.300, RSMo 2016; and,

WHEREAS, the attached Agreements for Environmental Services adequately set forth the agreement and understanding of the parties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Agreements for Environmental Services with the Cities of Blue Springs, Buckner, Grandview, Grain Valley Lake Lotawana, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek, in a form to be approved by the County Counselor.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19792 of March 26, 2018 was duly passed on April 2, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

4.2.18
Date


Mary Jo Spino, Clerk of Legislature

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this _____ day of _____ 2017, by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Buckner, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled "Food Safety and Environmental Health," as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.

- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

IV. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

V. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Buckner, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 
Dan Hickson
Mayor

By: _____
Frank White Jr.
Jackson County Executive

Attest:

Rick Childers
City Clerk

Attest: _____
Mary Jo Spino
Clerk of the Legislature

Approved as to form:


Steven E. Mauer
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 17th day of JAN. ²⁰¹⁸~~2017~~,
by and between Jackson County, Missouri hereinafter referred to as (“the county”) and
the city of Grandview, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain
environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the
Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in
accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental
Health,” as set forth by the Missouri Department of Health Rules Governing Food
Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food
service establishments in accordance with County policies and procedures within
the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice
of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food
establishments, expansion of establishments or establishments that have been
closed due to fire or damage, until the County has submitted approval of
compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under
their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by
the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
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V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Grandview, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By:  _____

By: _____

Title: MAYOR

Frank White Jr.
Jackson County Executive

Attest:

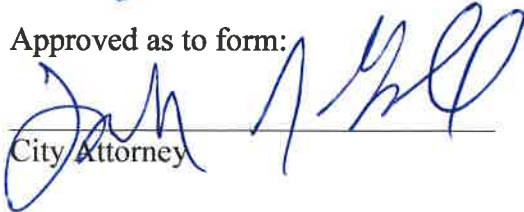


City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:



City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

EXHIBIT A

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this _____ day of _____ 2017, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Blue Springs, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

**THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE
PARTIES:**

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

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V. EFFECTIVE DATE AND EXPIRATION:

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VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Blue Springs, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 
Title: City Administrator

By: _____
Frank White Jr.
Jackson County Executive

Attest:


City Clerk

Approved as to form:


City Attorney

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 30th day of January, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Grain Valley, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
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II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

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V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Grain Valley, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: *B. D. A.*

By: _____

Title: City Administrator

Frank White Jr.
Jackson County Executive

Attest:
Theresa Overlaugh
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:
James T. Cook
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Grain Valley, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: *R. White Jr.*
Title: *City Administrator*

By: _____
Frank White Jr.
Jackson County Executive



Attest:
Theresa Orenlaugh
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:
James R. Haden
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

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WITNESSETH:

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WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

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VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.



DEB SEES

(816) 847-7070
Fax: (816) 881-1650

ENVIRONMENTAL HEALTH ADMINISTRATOR

Jackson County Environmental Health Division
34900 East Old US 40 Highway
Grain Valley, Missouri 64029
jacksongov.org

September 19, 2017

City of Lake Lotawana
100 Lake Lotawana Dr.
Lake Lotawana, MO 64086

Ms. Watkins,

In our efforts to protect the public Jackson County Environmental Health, along with several Parks and Rec departments created an aquatic venues inspection program. When we started this journey in 2016 we mailed out letters about the proposed ordinance and the need to update the Agreement for Environmental Services. Our ordinance was adopted by the Legislature in August, 2017. Enclosed with this letter is the new Agreement for Environmental Services. Please have the document signed and returned to our office at:

Jackson County Environmental Health
34900 East Old 40 Hwy
P.O. Box 160
Grain Valley, MO 64029

If you have any questions feel free to contact me. As always, we enjoy the working relationship we have with the city.

Thank you,

A handwritten signature in cursive script that reads "Deb Sees".

Environmental Health Administrator

Frank White, Jr., County Executive

RESOLUTION 17-19

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 17 day of OCTOBER 2017, by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Lake Lotawana, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled "Food Safety and Environmental Health," as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
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- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

III. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

IV. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

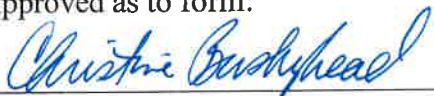
CITY:
The City of Lake Lotawana, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

ALDERMEN
BYRNE - AYE GRAHAM - AYE
TILLEMA - AYE RASMUSSEN - AYE
CARLSON - AYE MANESS - AYE

By: 
Title: MAYOR

Attest: 
City Clerk

Approved as to form: 
City Attorney

By: _____
Frank White Jr.
Jackson County Executive

Attest: _____
Mary Jo Spino
Clerk of the Legislature

Approved as to form: _____
Jay Haden
Jackson County Counselor





LEE'S SUMMIT
LAW DEPARTMENT
OFFICE OF THE CITY ATTORNEY

January 17, 2018

Ms. Deb Sees
Environmental Health Administrator
Jackson County Environmental Health
34900 E. Old 40 Hwy
P.O. Box 160
Grain Valley MO 64029

Dear Ms. Sees,

Please find enclosed two original agreements for Environmental Services by and between Jackson County, Missouri and the City of Lee's Summit.

Please sign both originals and send one back to me in the self-addressed, stamped envelope and keep one for your files.

Yours Truly,

A handwritten signature in blue ink, appearing to read 'Brian Head', with a large, stylized flourish at the end.

Brian Head
City Attorney

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 22nd day of December 2017, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Lee’s Summit, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

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WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

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Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
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 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
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VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Lee's Summit, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 

By: _____
Frank White Jr.

Title: Mayer

Jackson County Executive

Attest:

Lidia Fowler Arcini
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

[Signature]
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

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By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
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CITY:
The City of Lee's Summit, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 

By: _____
Frank White Jr.

Title: Mayer

Jackson County Executive

Attest:

Attest:

Justia Fawkes Acuni
City Clerk

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Approved as to form:

Jean Haden
City Attorney

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Lee's Summit, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: *Randall L. Shoach*

By: _____
Frank White Jr.

Title: Mayer

Jackson County Executive

Attest:

Attest:

Justia Fader Acun
City Clerk

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Approved as to form:

[Signature]
City Attorney

Jay Haden
Jackson County Counselor



DEB SEES

(816) 847-7070
Fax: (816) 881-1650

ENVIRONMENTAL HEALTH ADMINISTRATOR

Jackson County Environmental Health Division
34900 East Old US 40 Highway
Grain Valley, Missouri 64029
jacksongov.org

September 19, 2017

City of Lone Jack
207 N. Bynum
Lone Jack, MO 64070

Ms. Smith,

In our efforts to protect the public Jackson County Environmental Health, along with several Parks and Rec departments created an aquatic venues inspection program. When we started this journey in 2016 we mailed out letters about the proposed ordinance and the need to update the Agreement for Environmental Services. Our ordinance was adopted by the Legislature in August, 2017. Enclosed with this letter is the new Agreement for Environmental Services. Please have the document signed and returned to our office at:

Jackson County Environmental Health
34900 East Old 40 Hwy
P.O. Box 160
Grain Valley, MO 64029

If you have any questions feel free to contact me. As always, we enjoy the working relationship we have with the city.

Thank you,

Environmental Health Administrator

Frank White, Jr., County Executive

40

BILL NO: 18-831

COPY

ORDINANCE NO: 581

AN ORDINANCE APPROVING AN AGREEMENT FOR ENVIRONMENTAL SERVICES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF LONE JACK, MISSOURI, as follows:

Section 1. That the Board of Aldermen approves the Agreement for Environmental Services, a copy of which is attached hereto, between the City of Lone Jack and Jackson County, Missouri, and further authorizes the Mayor to execute the same on behalf of the City of Lone Jack.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, PASSED AND APPROVED by a majority of the Board of Aldermen and APPROVED by the Mayor of the City of Lone Jack, Missouri, this 15 day of February, 2018.



Doug Martin, Mayor

ATTEST:


Shannon Carmack, City Clerk

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 15 day of February 20118 by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Lone Jack, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

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CITY:
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COUNTY:
Jackson County, Missouri
A Charter County

By: 
Title: MAYOR


By: _____
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Jackson County Executive

Attest:

City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

BILL NO. 18-01

ORDINANCE NO. 1893

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF OAK GROVE, MISSOURI, AND JACKSON COUNTY, MISSOURI, FOR ENVIRONMENTAL SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Jackson County, Missouri (the "County") through its Health Department and Public Works Department provides certain environmental services to cities in the County including food service permits and inspections, individual on-site wastewater disposal permits and inspections, hotel and motel sanitation inspections, and aquatic venue permits and inspections; and

WHEREAS, in order to receive said services, it is necessary for the City to enter into an Agreement with the County; and

WHEREAS, the City is authorized to enter into cooperative agreements with other governmental entities pursuant to Sections 70.210 to 70.320 RSMo; and

WHEREAS, Section 70.230 RSMo provides that the City may enter into such cooperative agreements by ordinance duly enacted.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF OAK GROVE, MISSOURI, AS FOLLOWS:

SECTION 1. That the Agreement For Environmental Services Between the the City of Oak Grove, Missouri, and Jackson County, Missouri, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor and the City Clerk are authorized to execute said Agreement on behalf of the City of Oak Grove, Missouri.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed by the Board of Aldermen of the City of Oak Grove, Missouri, this 16th day of January, 2018.

CITY OF OAK GROVE



Mayor

(Seal)
ATTEST:

Cathy Smith
City Clerk

APPROVED THIS 16th DAY OF January, 2018.

Greg M...
Mayor

(Seal)
ATTEST:

Cathy Smith
City Clerk

Exhibit A

AGREEMENT FOR ENVIRONMENTAL SERVICES

[see attached]

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 16th day of January 2017,⁰ by and between Jackson County, Missouri hereinafter referred to as ("the county") and the city of Oak Grove, Missouri hereinafter referred to as ("the city").

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled "Food Safety and Environmental Health," as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City
- d. The City will pursue any legal action or prosecution that may be necessary under City ordinances.

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Oak Grove, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: Jeremy Martin

Title: Mayor

Attest: Cathy Smith
City Clerk

Approved as to form:

City Attorney

By: _____

Frank White Jr.
Jackson County Executive

Attest: _____
Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Jay Haden
Jackson County Counselor

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR ENVIRONMENTAL SERVICES BY AND BETWEEN JACKSON COUNTY, MISSOURI AND THE CITY OF RAYTOWN

WHEREAS, Jackson County Missouri (the "County") has provided and desires to continue to provide certain environmental and animal control services to the City of Raytown (the "City"); and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of Section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF INTERGOVERNMENTAL AGREEMENT. That the agreement for environmental services, by and between Jackson County, Missouri and the City of Raytown, Missouri, attached hereto and incorporated herein, is hereby authorized and approved.


SECTION 2 – AUTHORITY TO EXECUTE. The City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest to the same.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

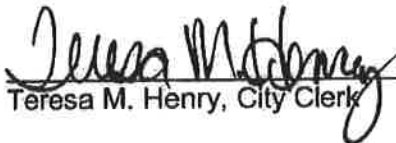
SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 6th day of March, 2018.


Michael McDonough, Mayor

Approved as to Form:

ATTEST:


Teresa M. Henry, City Clerk


Joe Willerth, City Attorney

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 6th day Of March, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Raytown, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violations notices, and notice of suspension or revocation of food service permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansion of establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By agreement the County will provide:

- a. Application processing and permit issuance for wastewater disposal located within the specified boundary of the City. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal.
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. AQUATIC VENUE INSPECTION PROGRAM

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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

IV. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.


V. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

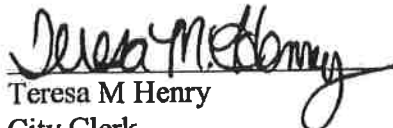
CITY:
The City of Raytown, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: 
Tom Cole

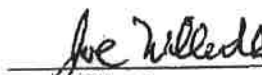
By: _____
Frank White Jr.
Jackson County Executive

Title: City Administrator

Attest:

Teresa M Henry
City Clerk

Attest:

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Joe Willerth
City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 6th day Of March, 2018, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Raytown, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the county in accordance with Chapter 40 of the County Code entitled “Food Safety and Environmental Health,” as set forth by the Missouri Department of Health Rules Governing Food Service and Rules Governing Retail Food.

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- b. Associated inspection duties to insure system installation compliance.
- c. Associated technical assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.



City of Sugar Creek

103 South Sterling – Sugar Creek, Missouri 64054

January 9, 2018

Jackson County Environmental Health
34900 East Old 40 Hwy.
PO Box 160
Grain Valley, MO 64029

Deb Sees,

Please find attached a copy of Ordinance No. 4115 for your records as well as two (2) original agreements to provide Environmental Services for the City of Sugar Creek, Missouri. Please note that the first set of originals and copy of Ordinance was sent to Jackson County Environmental Health on October 13, 2017.

The agreements have been signed by Ron Martinovich, City Administrator. Please have both agreements executed and return one fully executed original agreement to me for the City of Sugar Creek records. If you have questions please contact me at (816) 252-4400 ext. 1128 or e-mail jdickerson@sugar-creek.mo.us

Sincerely,

A handwritten signature in blue ink that reads "Jana J. Olivarez-Dickerson". The signature is fluid and cursive, with the first and last names being the most prominent.

Jana J. Olivarez-Dickerson, City Clerk

cc. Ron Martinovich, City Administrator

BILL NO. 10-77-17
ORDINANCE NO. 4115

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SUGAR CREEK, MISSOURI, AND JACKSON COUNTY MISSOURI TO PROVIDE ENVIRONMENTAL SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.


BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF SUGAR CREEK, MISSOURI AS FOLLOWS:

Section 1. That an agreement between the City of Sugar Creek, Missouri, and Jackson County, Missouri to provide certain environmental services, a copy of which is attached hereto and incorporated by reference herein, is hereby approved and the City Administrator is authorized to execute the agreement on behalf of the City.

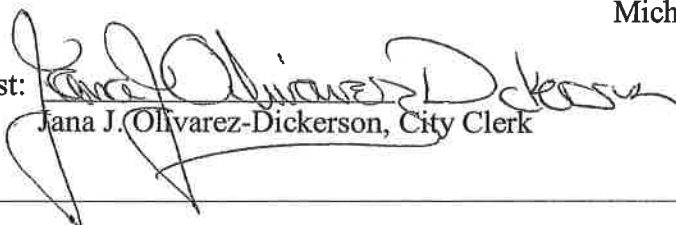
Passed by the Board of Aldermen this 9th day of October, 2017


Michael Larson, President of the Board

Approved this 9th day of October, 2017


Michael Larson, Mayor

Attest:


Jana J. Olivarez-Dickerson, City Clerk

AGREEMENT FOR ENVIRONMENTAL SERVICES

This Agreement made and entered into this 9th day of October, 2017, by and between Jackson County, Missouri hereinafter referred to as (“the county”) and the city of Sugar Creek, Missouri hereinafter referred to as (“the city”).

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental services; and

WHEREAS, the City desires the County to provide said services; and

WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

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- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified

by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

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VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Sugar Creek, Missouri

By: 

Title: City Administrator

Attest:

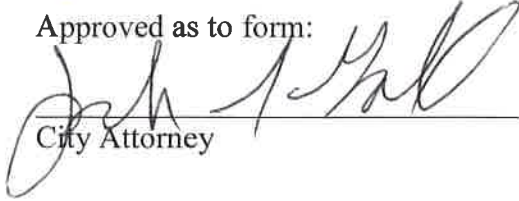
COUNTY:
Jackson County, Missouri
A Charter County

By: _____
Frank White Jr.
Jackson County Executive

Attest:


City Clerk

Approved as to form:


City Attorney

Mary Jo Spino
Clerk of the Legislature

Approved as to form:

Jay Haden
Jackson County Counselor

AGREEMENT FOR ENVIRONMENTAL SERVICES

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WITNESSETH:

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WHEREAS, such services are in accordance with provisions of section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

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- a. The City will recognize and enforce Jackson County on-site rules and regulation requirements during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site wastewater permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under their ordinances upon notification by the County.

III. HOTEL AND MOTEL SANITATION SERVICES

Service for the inspection of Lodging Establishments will be provided by the county as an agent of the State, in accordance with the Missouri Department of Health Standards relating to lodging establishments and policies, in addition to the laws and regulations of the Department of Natural Resources as set forth in the Revised Rule Governing Lodging Establishments (2005) or current regulations provided by the State of Missouri.

- a. The County will conduct sanitation inspections of lodging establishments in the city.
- b. The County by request of the City or State will inspect lodging establishments within the city.
- c. The county will provide inspection reports to the City

The City will pursue any legal action or prosecution that may be necessary under

IV. AQUATIC VENUE INSPECTION PROGRAM

Service to ensure aquatic venues such as, pools, spas, wading pools, hot tubs, whirlpool baths, and aquatic play features meet safety requirements to protect the well-being of

citizens will be provided by the County in accordance with Chapter 40 of the County Code entitled, "Food Safety and Environmental Health".

- a. The County will review applications, collect fees and issue permits to aquatic venues in accordance with County policies and procedures within the City.
- b. The County will investigate aquatic venue complaints within the City.
- c. The County will notify the City of any aquatic venue notice of suspension or revocation of aquatic permits issued within the City.
- d. The City will not issue occupancy authorizations or building permits to new aquatic venues, expansion of venues or venues that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to this agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

V. EFFECTIVE DATE AND EXPIRATION:

The effective date of this agreement shall be the 1st day of the month following approval of the governing bodies of the City and County. This agreement shall continue for a period of (1) year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the Agreement anniversary date, of that party's intent not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

VI. PREVIOUS AGREEMENTS:

Upon effective date of this Agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY:
The City of Sugar Creek, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

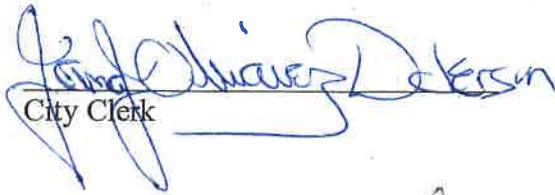
By: 

By: _____
Frank White Jr.
Jackson County Executive

Title: City Administrator

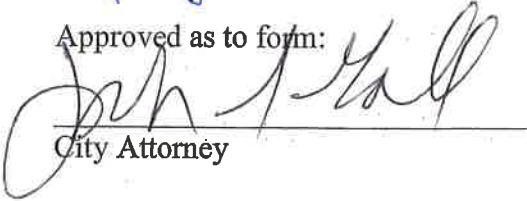
Attest:

Attest:


City Clerk

Mary Jo Spino
Clerk of the Legislature

Approved as to form:


City Attorney

Approved as to form:

Jay Haden
Jackson County Counselor