

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to enter into a Cooperative Agreement with the City of Grain Valley, MO, for road maintenance and snow removal services.

RESOLUTION #15582, August 1, 2005

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the County and the City of Grain Valley desire to enter into a Cooperative Agreement for the purposes of road maintenance and snow removal services; and,

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into Cooperative Agreements for road maintenance and snow removal in order to increase efficiency and reduce costs; and,

WHEREAS, the proposed Agreement is attached hereto as Exhibit "A" and the roads involved in the Agreement are listed therein; and,

WHEREAS, the Director of Jackson County Public Works and the City of Grain Valley both recommend this Agreement; and,

WHEREAS, this Agreement is in the best interest of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute this Cooperative Agreement with the City of Grain Valley, Missouri for road maintenance and snow removal services.

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

APPROVED AS TO FORM:

Wm G. Snyder

Acting Chief Deputy County Counselor

Edward Bush

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution # 15582 of August 1, 2005 was duly passed on *August 8*, 2005 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *6*

Nays *0*

Abstaining *0*

Absent *3*

8-9-05
Date

Mary Jo Spino
Mary Jo Spino Clerk of Legislature

COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL

This Agreement is entered into this 27 day of June, 2005, by and between the City of Grain Valley, MO., a municipal corporation (hereinafter "City"), and Jackson County, Missouri, a chartered county of the first class (hereinafter "County").

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into cooperative agreements to provide services; and

WHEREAS, the City and County deem it to be in their best interests to enter into this agreement as it will be beneficial to both.

WHEREAS, the City will furnish and install a water service line, meter valve and fire hydrant to provide water services to the proposed truck wash facility at the County's Public Works Maintenance Facility located at 34900 E. Old U.S. 40 Highway; and.

WHEREAS, the County will provide routine and preventive maintenance on the City roads shown on Exhibit A attached for a period of five (5) years; and

WHEREAS, the City and County find that by entering into this agreement adequate water services will be provided to the proposed truck wash facility and that the roads in the City named on Exhibit A, will be adequately and efficiently maintained and treated for snow by the County.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, it is hereby agreed as follows:

1. The City will furnish and install approximately 300' of 4 inch DIP with 4 inch backflow preventor, 3 inch meter vault, one fire hydrant and a 12 by 4 tee to serve the proposed County Maintenance Facility Truck Wash to provide adequate water. The cost for this water service installation is \$26,800 per City bid proposal #1851 from McGarrah Construction Company, which cost the city will pay. Also, the \$21,279 tap fee will be waived by the City.
2. The County shall remove snow and ice from and maintain those designated roads and streets listed in Exhibit A attached hereto and incorporated herein, for a period of five (5) years, beginning when this Agreement is fully executed. The County will also make available, to the City "at cost", salt brine for anti-icing, rock salt and/or chemically treated salt for ice and snow control. The City is hereby authorized to use the proposed truck wash after it is built, for the same five (5) year period.
3. Maintenance of the roads and streets shall include the following work items as set out in Exhibit A:

Crack sealing.

Pot hole patching.

Full depth patching.

Road shoulder repair including grading, and other related activities.

Culvert repairs.

Blading gravel surface where applicable.

Ditching.

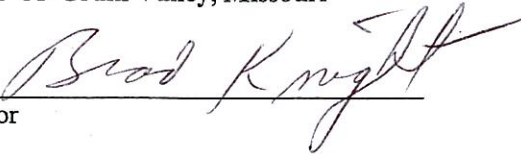
Weed and brush control.

Trash and litter removal.

Traffic control device repair and maintenance.


4. Snow and ice removal responsibilities and duties shall include the following:
 - a. Include the designated roads and streets in the County's regular snow and ice removal procedures.
 - b. Prioritizing the clearing of the designated roads and streets by considering traffic volumes and speed limits on said roads and streets.
 - c. Employing those materials and equipment normally used by the County in its snow and ice removal operations.
 - d. The Department of Public Works for the County shall in order to provide a reasonable safe roadway system, by report any traffic or safety hazards that are observed through routine road and street inspections to the City.
5. Capital improvements, including but not limited to, resurfacing, curb and gutter, realignment, culvert replacement or other major construction projects shall remain the responsibility of the City, unless other arrangements are made.
6. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its agencies, boards, officers, agents and employees for any claims, causes of action or damages arising from work under this Agreement that's under the indemnifying party's legal jurisdiction.
7. The City shall be responsible for issuing any special use permits or other permits that may be required for driveways or utilities within its respective jurisdiction.
8. The execution of the Agreement shall be authorized by each entity's governing body.
9. Pursuant to Section 70.300, RSMo, a copy of this Agreement shall be filed in the office of the Secretary of State and Recorder of Deeds for Jackson County.
10. This Agreement shall be in effect upon its execution and hereafter for a period commencing on the date of execution and continuing for five (5) years.

CITY OF Grain Valley, Missouri



Mayor

JACKSON COUNTY, MISSOURI



Kathryn Shields
County Executive

ATTEST:



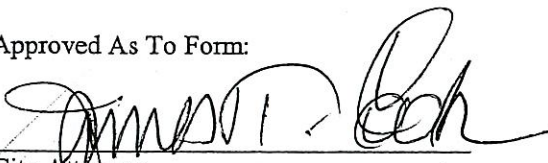
City Clerk

ATTEST:



County Clerk

Approved As To Form:

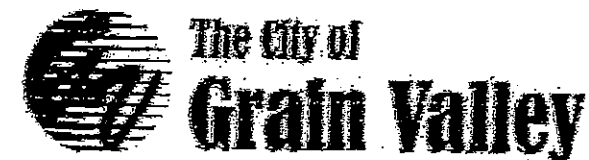


City Attorney

Approved As To Form:



County Counselor



Grain Valley City Hall
711 Main Street
Grain Valley, Missouri 64029

816.847.5289
Fax: 816.847.5283
www.cityofgrainvalley.org

Mr. Sam Davis
P O Box 160
Grain Valley, MO 64029

Exhibit 'A'

March 23, 2005

Dear Mr. Sam Davis,

I just wanted to thank you for meeting with the City of Grain Valley on March 22, 2005. The discussion was productive and I believe the proposed partnership will be beneficial to both Jackson County and the City of Grain Valley.

Grain Valley will furnish and install approximately 300' of 4" DIP with 4" backflow preventor, 3" meter vault, one fire hydrant and 12X4 tee for connection.

This will furnish water and protection for you proposed Truck wash Station. The cost for this is \$26,800.00 per bid proposal 1851 from McGarran Construction Company. We would also waive the \$21,279.00 tap fee.

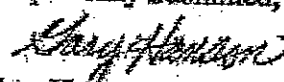
In return the Jackson County Public Works Department will provide routine and preventative maintenance including litter pickup, weed and brush control, snow and ice control, crack sealing, pothole repair, full depth patching, culvert repair, drainage maintenance, shoulder repair and traffic control device maintenance and repair for the following roads for a five-(5) year period.

1. Minter Road
2. Hair Road
3. Tyler Road
4. Duncan Road
5. RD Mize Road
6. Dillingham Road from Duncan Road to Argo Road
7. Old 40 Highway

In addition Jackson County will make available salt brine for anti-icing, rock salt and/or chemically treated salt for ice and snow control and the use of a future truck and equipment wash facility at cost to the City of Grain Valley.

Please do not hesitate to contact me with any further correction or questions that you may have at (816) 847-6220.

Respectfully Submitted,


Gary Harrison
Director of Public Works

cc: Matt Farina, Grain Valley City Administrator

Exhibit A

A. Roads and Streets For County Maintenance for a five (5) year period

1. Minter Road
2. Barr Road
3. Tyer Road
4. Ducan Road
5. RD Mize Road
6. Dillingham Road from Ducan Road to Argo Road
7. Old 40 Highway

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. 05-64
INTRODUCED BY: Whitton

ORDINANCE NO. 1766
FIRST READING 6.13.05 (S-O)
SECOND READING 6.27.05

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE
AGREEMENT WITH JACKSON COUNTY FOR ROAD MAINTENANCE AND SNOW
REMOVAL**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri are committed to maintaining property, and

WHEREAS, Sections 70.210 to 70.325 of the Revised Statutes of Missouri (2000) authorize political subdivisions to enter into cooperative agreements to provide services; and

WHEREAS, the City and County deem it to be in their best interest to enter into this agreement as it will be beneficial to both.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

- 1) As per attached agreement. Exhibit A

Read two times and **PASSED** by the Board of Aldermen this 27th day of JUNE, 2005
The aye and nay votes being recorded as follows:

ALDERMAN PIOTROWSKI yes
ALDERMAN SCULLY yes
ALDERMAN TODD yes

ALDERMAN OLIVAREZ yes
ALDERMAN HALPHIN yes
ALDERMAN WHITTON yes

Mayor (in the event of a tie only) _____

Approved as to form:

James Cook
James Cook, City Attorney

Brad Knight
Brad Knight, Mayor

ATTEST:

Carol Branson
Carol Branson, City Clerk

This is a true and accurate
copy of the original document.

Carol Branson
Carol Branson, City Clerk