

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Letter of Agreement with the Missouri Department of Natural Resources for the furnishing of the Brownfields/Voluntary Cleanup Program, at a cost to the County not to exceed \$25,000.00.

RESOLUTION NO. 19556, August 7, 2017

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, the Rock Island Rail Corridor Authority desires to participate in the Missouri Brownfields/Voluntary Cleanup Program for the remediation of contaminants under the review and oversight of the Missouri Department of Natural Resources; and,

WHEREAS, participation in this program will inform and guide the County through environmental remediation of the Rock Island Rail Corridor, an important step to remove the existing covenant which prohibits certain types of development within the Corridor; and,

WHEREAS, the attached Letter of Agreement between the County and the Missouri Department of Natural Resources sets out the rights and responsibilities of each party related to this program; and,

WHEREAS, execution of the attached LOA is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

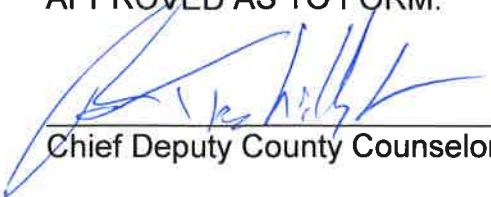
BE IT RESOLVED by the Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Letter of Agreement with

the Missouri Department of Natural Resources, at a cost to the County not to exceed \$25,000.00; and,

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

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. 19556 of August 7, 2017, was duly passed on August 14, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

8.14.17

Date



Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 004 5104 56790
ACCOUNT TITLE: Special Road and Bridge Fund
Non-Departmental
Other Contractual Services
NOT TO EXCEED: \$25,000.00

August 3, 2017

Date



Chief Financial Officer



Missouri Department of

dnr.mo.gov

NATURAL RESOURCES

Eric R. Greitens, Governor

Carol S. Comer, Director

July 21, 2017

CERTIFIED MAIL #7017 0530 0000 1119 0450
RETURN RECEIPT REQUESTED

Mr. Calvin Williford
Rock Island Rail Corridor Authority
22501 Woods Chapel Road
Blue Springs, MO 64015

RE: Environmental Remediation Oversight Letter of Agreement

Dear Mr. Williford:

The Rock Island Corridor site is hereby accepted into the Hazardous Waste Program's Brownfields/Voluntary Cleanup Program (BVCP) for the remediation of contaminants under the review and oversight of the Missouri Department of Natural Resources.

Acceptance of a site into the BVCP does not mean or imply that the Department has made a final determination regarding whether the site requires or warrants action under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Resource Conservation and Recovery Act (RCRA); the Missouri Hazardous Waste Management Law; or other state or federal statutes. Acceptance into the BVCP is based solely on information related to the site that is known to the Department at the time the application is submitted. The Department reserves the right to exercise its authority under the referenced statutes should information in addition to that known to the Department at the time the application is submitted become available that demonstrates that action under one or more of the referenced statutes is warranted or should conditions at the site change resulting in a situation that warrants action under the referenced statutes.

This letter serves as an agreement between the Department and Rock Island Rail Corridor Authority regarding the Department's review of documents and oversight of remediation of hazardous substances at Former Chicago, Rock Island & Pacific Railroad Right-of-Way (ROW) Corridor, MP 288.3 to MP 270.6, Kansas City, Missouri.

A \$3000.00 initial deposit to be used for document review and oversight expenses incurred by the Department must accompany the fully completed agreement. The deposit may be in the form of a check payable to the Missouri Department of Natural Resources. The BVCP must receive the signed Letter of Agreement (LOA) and the deposit check prior to conducting any further review on this project.

The Department's document review and oversight costs will include personnel and expense costs, plus indirect costs as per subparagraphs (8) (A) 1. and 2. of 10 CSR 25-15.010 (copy enclosed).

Should the \$200.00 application fee and the \$3000.00 deposit be expended prior to completion of the project, any further Department expenses will be billed quarterly, with the option to bill monthly, as per the enclosed sample. Because of the limited scope of work envisioned under this LOA, accounting details above the level of the sample enclosed will not be provided by the



Recycled paper

FILED
AUG 13 2017

MARY JO SPINO
COUNTY CLERK

Department. Any disputes arising from the review and oversight costs will be handled in accordance with 10 CSR 25-15.010 (8) (C).

In the event review and oversight costs do not meet or exceed the funds on deposit, the Department will refund, within sixty (60) days of the close of the project, all the funds remaining in excess of the actual costs.

A copy of the Phase I Environmental Site Assessment and all existing and relevant reports and supporting documentation, or other information concerning any site assessments, investigations, sample collections, and sample analyses that have not previously been provided to the Department, shall be submitted with this signed agreement or within ninety (90) days following acceptance of this LOA.

Sites enrolled in the BVCP will use the Missouri Risk-Based Corrective Action (MRBCA) guidance for determining cleanup targets. The most recent version of MRBCA available at the time the risk management plan is developed will apply. MRBCA does not in any way relieve responsible parties of requirements imposed pursuant to RCRA or CERCLA cleanup authorities.

The Department agrees to review all existing and relevant environmental documents received to determine if remediation of the above-referenced site is necessary to meet state standards. If remediation is needed and you desire the Department's oversight and participation, you must develop a Risk Management Plan (RMP) for cleanup of the site. The Department must approve all investigation plans, and the RMP, prior to implementation. The RMP shall include work plans, safety plans, testing protocols, and appropriate monitoring plans. A Certificate of Completion letter will be issued by the Department upon successful completion of the RMP.

The owner(s)/authorized agent shall allow the Department access to the site for purposes of overseeing the implementation of the RMP, including sampling at the site; conducting investigations relating to soil and groundwater contamination at, beneath, or near the site; and observing and monitoring the progress of the work.

During the investigation and remediation of this site, you shall submit quarterly progress reports to the Department, unless otherwise approved in writing by the Department.

In the event that contaminants of concern will remain at the site above unrestricted land use levels at the conclusion of the project, an Environmental Covenant pursuant to the Missouri Environmental Covenants Act shall be required as part of the RMP. A one-time Long-Term Stewardship Fee of \$15,000 will be assessed.

Rock Island Rail Corridor Authority may terminate this LOA at any time for any reason by giving written notice, via certified mail, to the Department. The Department may terminate this LOA for cause which includes the grounds set forth in Section 260.569.3, Revised Statutes of Missouri. Only those costs incurred by the Department prior to the effective date of any termination of this LOA shall be recoverable by the Department under this agreement.

Rock Island Rail Corridor Authority shall hold the Department harmless for any claims (including, but not limited to, claims for property damage or personal injury) arising from activities reviewed or overseen under this LOA.

Letter of Agreement

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This LOA is not and shall not be construed as an admission by Rock Island Rail Corridor Authority of any liability under 10 CSR 25-15.010 or any other law or as a waiver of any defense to such liability. This LOA is not and shall not be construed as a waiver, release, or settlement of claims the Department may have against Rock Island Rail Corridor Authority or any other person, or as a waiver of any enforcement authority the Department may have with respect to Rock Island Rail Corridor Authority or the property. If determined to be necessary, the preparation and submittal of any permit applications are your responsibility as participant. The processing and review of permit applications, which are awarded by the Department and may be necessary for work conducted under this agreement, are not subject to the time limits established for the BVCP.

This LOA must be signed and returned to the Department within sixty (60) days from the date of this letter. Unless the Department grants a written extension, if this letter is not signed and returned within the prescribed period, this LOA shall be null and void.

If the terms of this LOA are acceptable, please execute this LOA by signing in the space provided on the following page, and return along with the \$3000.00 deposit. Checks should be made payable to the Missouri Department of Natural Resources and sent to:

Mr. Scott Huckstep, Chief
Brownfields/Voluntary Cleanup Section
Hazardous Waste Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102-0176

The Department appreciates your interest in the BVCP and looks forward to working with you.

Sincerely,

HAZARDOUS WASTE PROGRAM



Scott Huckstep, Chief
Brownfields/Voluntary Cleanup Section

SH:mws

Enclosures

This LOA may be signed by Applicant(s) OR Applicant's Authorized Agent

Accepted and agreed to this 18th day of August, 2017, in the State of Missouri, County of Jackson.

Applicant(s) signature(s):

[Signature]
(Signature)

Frank White, Jr., County Executive
(Print Name)

(Signature)

(Print Name)

Authorized Agent signature

I certify that I am fully authorized to enter into the terms and conditions of this Letter of Agreement and to bind the Applicant I represent to this agreement.

(Signature)

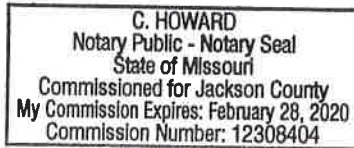
(Print Name)

(Relationship to Applicant)

(Company Name)

NOTARY PUBLIC:

C. Howard



My commission expires 2-28-2020.

APPROVED AS TO FORM:

[Signature]
W. Stephen Nixon
County Counselor

ATTEST:

[Signature]
Mary Jo Spino
Clerk of the 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 \$25,000.00 which is hereby authorized.

August 16, 2017
Date

[Signature]
Chief Financial Officer
Account No. 004-5104-56790

PC 51042017006