

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT USE AGREEMENT FOR A RESTROOM AND CONCESSIONS BUILDING BORDERING OAK GROVE PARK.**

**COOPERATIVE AGREEMENT**

1. The City of Gladstone and the North Kansas City School District seek to partner on the construction of a joint use facility to provide restrooms and concessions for Oak Park High School Athletic events and Oak Grove Park events.
2. The facility will be located on school district property directly north of the large shelter at the property boundary.
3. The City of Gladstone will use the facility to support large events as well as the daily use of park patrons.
4. Oak Park High School will use the facility during the fall months to support home football games.
5. The City of Gladstone will fund \$200,000.00 of the construction of the facility.
6. North Kansas City School District will oversee all construction documents and construction of the facility with input provided by City Staff.
7. The Cooperative Agreement is in the best interests of the residents of the City of Gladstone.


**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GLADSTONE, MISSOURI AS FOLLOWS:**

1. The City of Gladstone hereby enters into a Cooperative Agreement with the North Kansas City School District No. 74 to assist in funding and providing \$200,000.00 toward the construction of a restroom and concessions facility located on Oak Park High School Property at the boundary of Oak Grove Park; and
2. The City Manager is directed to execute the Cooperative Agreement in substantially the form presented to the City Council.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26<sup>TH</sup> DAY OF OCTOBER, 2020.**

  
\_\_\_\_\_  
Jean B. Moore, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk

FIRST READING: October 26, 2020

SECOND READING: October 26, 2020



## *Request for Council Action*

RES  # City Clerk Only

BILL  # 20-32

ORD # 4.532

Date: 10/20/2020

Department: Parks & Recreation

Meeting Date Requested: 10/26/2020

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: NKCS/Oak Grove Joint Restroom and Concessions Facility Financing.

Background: Transfer of funds to assist in funding the construction of a joint use facility between the City of Gladstone and Oak Park High School.

Budget Discussion: Funds are budgeted in the amount of \$ 200,000.00 from the OTHER Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Due to the physical proximity of Oak Park High School and Oak Grove Park, the District and the City desire to work cooperatively to plan and construct improvements at Oak Park High School consisting of a facility for concessions, ticketing, and restrooms for the mutual benefit of City's park patrons and District students, staff, and patrons. Daily use of restrooms will be provided to park patrons as well as for large events such as Blues Fest, Theatre in the Park, and the City's Independence Day Celebration.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Justin Merkey  
Department Director/Administrator

City Attorney

City Manager

## COOPERATIVE AGREEMENT

This Cooperative Agreement (the “**Agreement**”), made this 26<sup>th</sup> day of October, 2020, between the School District of North Kansas City, Missouri, No. 74, a political subdivision of the State of Missouri (the “**District**”), and the City of Gladstone, Missouri, a municipal corporation in the State of Missouri (the “**City**”) (collectively, the “**Parties**” or individually, the “**Party**”).

**WHEREAS**, the District is a political subdivision of the State of Missouri; and

**WHEREAS**, the City is a third-class city and a political subdivision of the State of Missouri; and

**WHEREAS**, Section 70.220, RSMo. authorizes political subdivisions to enter cooperative agreements with each other, to plan, develop, construct, acquire, or operate any public improvement or facility, or for a common service, and which are within the scope of powers of both political subdivisions; and

**WHEREAS**, the District owns, operates and maintains Oak Park High School to provide educational and related activities to students located at 825 N.E. 79<sup>th</sup> Terrace, Kansas City, Missouri; and

**WHEREAS**, the City owns, operates and maintains Oak Grove Park, a 17-acre public park located at N.E. 76<sup>th</sup> Street and N. Troost; and

**WHEREAS**, due to the physical proximity of Oak Park High School and Oak Grove Park, the District and the City desire to work cooperatively to plan and construct improvements at Oak Park High School consisting of a facility for concessions, ticketing and restrooms for the mutual benefit of City patrons and District students, staff and patrons (hereinafter the “**Improvements**”); and

**WHEREAS**, while the Improvements will be located on District property, the City’s patrons will also be able to utilize the Improvements as agreed by the Parties; and

**WHEREAS**, the City will pay a lump sum of Two-Hundred Thousand Dollars (\$200,000.00) to the District to help finance the Improvements, plus additional payments as set forth herein.

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

1. Incorporation of Recitals. The above Recitals constitute the factual basis upon which the City and the District have entered into this Agreement. The City and the District acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Agreement.

2. Preparation of Construction Documents. The District has selected a design professional to prepare appropriate construction documents as necessary for construction of the

Improvements. The Parties jointly participated in the review and approval of construction documents. The construction contract for the Improvements will be between the District and the contractor, who has been selected by the District.

3. Compliance with Applicable Laws. The District has represented to the City that it has complied or will comply with all applicable laws in association with contracting for and constructing the Improvements, including public bidding laws.

4. Anticipated Timeline. It is the intent of both the City and the District to begin construction of the Improvements as soon as reasonably practicable. The parties anticipate the Improvements will be completed in June 2021.

5. City's Financial Obligations. The City shall make a lump sum payment of Two-Hundred Thousand Dollars (\$200,000.00) to the District to assist the District in funding the construction of the Improvements including the cost of any change orders that may arise. The City shall make the payment no later than January 2, 2021. The District will pay for all remaining construction costs. Users of Oak Grove Park shall have daily access to restroom facilities included in the Improvements. The District will also pay for maintenance, custodial, and any incidental operational costs. However, the Parties anticipate the City will host several larger events each year that will occur outside of normal school hours. For those events, as agreed by the Parties, the City will pay the District the normal custodial costs as set forth in Community Use of District Facilities Regulation KG-R2 for Category B – Non-Profit Groups.

6. Change Orders. As the contracting party, the District will review and, if appropriate, approve all change orders presented during construction. However, the District will obtain the City's input and approval prior to approval of any change order.

7. Term; Termination. Unless earlier terminated by mutual agreement of the Parties, this Agreement shall continue in full force and effect until completion of its purpose.

8. Amendment; Integration. Any amendments, changes or waivers to any provision of this Agreement must be in a written instrument and signed by both parties. Oral amendments, changes or waivers shall be of no effect or shall bind any party to this Agreement.

9. Execution. This Agreement may be executed in counterparts all of which shall constitute one original document.

10. Governing Law. The laws of the State of Missouri will govern the interpretation and enforcement of this Agreement.

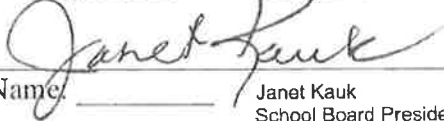
11. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

12. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE SCHOOL DISTRICT OF NORTH KANSAS CITY, MISSOURI, NO. 74:

Signature:   
Print/Type Name: \_\_\_\_\_ Janet Kauk  
Title: \_\_\_\_\_ School Board President  
NKC Schools

THE CITY OF GLADSTONE, MISSOURI:

Signature:   
Print/Type Name: Scott Wingerson  
Title: City Manager