

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 020648

COOPERATIVE AGREEMENT BY AND BETWEEN THE

CITY OF KANSAS CITY, MISSOURI

AND

NORTH KANSAS CITY, MISSOURI

NORTHLAND FOYER PROJECT - CONSTRUCTION CONTRIBUTION

THIS COOPERATIVE AGREEMENT, is made and entered into the 10TH day of JUNE, 2002, by and between **KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri, through its **CITY DEVELOPMENT DEPARTMENT**, hereinafter referred to as “**KANSAS CITY**”, and the **NORTH KANSAS CITY, MISSOURI**, a third class city of the State of Missouri, hereinafter referred to as “**NORTH KANSAS CITY**”.

WITNESSTH:

WHEREAS, pursuant to the adoption of Committee Substitute for Resolution No. 991176, on September 9, 1999, the City Council of Kansas City supported submission of applications to the Mid-America Regional Council and the Missouri Department of Transportation for 1999 TEA-21 Transportation Enhancement Funding; and

WHEREAS, Kansas City has received Transportation Enhancement Funds for improvements along the Broadway Corridor, including improvements along the Northland Foyer; and

WHEREAS, both Kansas City and North Kansas City desire to cooperate in the construction of the improvements associated with the Broadway Corridor-Northland Foyer Project ("the Project) which will create a gateway into Kansas City and North Kansas City and will enhance the image of both cities;

WHEREAS, the Project will consist of a pair of monumental columns on either side of U.S. Highway 169 (Broadway Extension), adjacent to the northern bridge over Missouri Highway 9, lighting fixtures for the columns, new retaining walls, signage, and planting beds and landscaping; and

WHEREAS, the Project will be constructed in the state highway right of way of U.S. Highway 169 which is completely in the city limits of Kansas City, Missouri, as shown on the map attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

A. STATUTORY AUTHORITY.

Kansas City and North Kansas City enter into this Cooperative Agreement in accordance with Section 70.220, RSMo, and Kansas City agrees, after execution of this Cooperative Agreement by all parties, that it will file copies of this Cooperative Agreement with the Office of the Secretary of State of Missouri and the offices of the recorder of deeds of both Jackson and Clay Counties in Missouri in accordance with Section 70.300, RSMo.

B. NORTHLAND FOYER PROJECT.

Both Kansas City and North Kansas City agree to provide matching funds for the receipt of the Transportation Enhancement Funds as provided in this Cooperative Agreement for the Broadway Corridor-Northland Foyer Project and will cooperate in the construction of the

Project. The Northland Foyer Project will create a gateway between both cities and will consist of construction of a pair of large monumental columns on either side of U.S. Highway 169, adjacent to the northern bridge over Missouri Highway 9, lighting for the columns, construction of new retaining walls, and installation of planting beds and landscaping.

C. OBLIGATIONS OF NORTH KANSAS CITY.

North Kansas City agrees to provide funds in the amount of \$89,960.00 to Kansas City for use as a part of the local matching funds which are required to secure the Transportation Enhancement Funds for the Northland Foyer Project. North Kansas City will pay the \$89,960.00 to Kansas City at such time as the City Council of Kansas City passes an ordinance which authorizes construction of the improvements for the Northland Foyer Project.

D. OBLIGATIONS OF KANSAS CITY.

Upon receipt of the funds from North Kansas City, Kansas City agrees to the following:

1. Kansas City will, subject to appropriation of funds, contract for the construction of the Northland Foyer Project and will manage the contract during construction.
2. Kansas City will complete the construction of the Northland Foyer Project in accordance with the Missouri Highway and Transportation Commission Transportation Enhancement Funds Program Agreement executed by Kansas City and the State.

E. COOPERATION.

Both Kansas City and North Kansas City agree that they will confer and cooperate with each other in connection with the Northland Foyer Project so that the project may be completed as efficiently and expeditiously as possible.

F. NOTICES.

All notices required by this Cooperative Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

1. If to Kansas City: Vicki L. Noteis, AIA, Director of City Development Department, City of Kansas City, Missouri, 414 East 12th Street, 15th Floor, Kansas City, Missouri 64106-2743, Facsimile number (816) 513-2838; and
2. If to North Kansas City: Mike Smith, Assistant City Administrator, 2010 North Howell Street, North Kansas City, Missouri 64116, Facsimile number (816) 421-5046.

or to such other place as the parties may designate in writing in accordance with this section. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

G. TERMINATION OF COOPERATIVE AGREEMENT.

At any time prior to the execution of the First Amended Contract with HNTB Corporation for the additional design services for the Northland Foyer Project, either party may terminate this Cooperative Agreement by written notice to the other party. If North Kansas City terminates this Cooperative Agreement pursuant to this section after Kansas City has incurred any additional design costs attributable to the request of North Kansas City, then North Kansas City will pay Kansas City any amount of costs which Kansas City has incurred prior to termination, but in no event shall such costs exceed \$89,960.00.

H. CITY COUNCIL APPROVAL.

This Cooperative Agreement will become effective only after approval by ordinance enacted by the city councils of both parties.

I. REPRESENTATIONS AND WARRANTIES.

Kansas City and North Kansas City each certify that it has the power and authority to execute and deliver this Cooperative Agreement, to use the funds as contemplated hereby and to perform this Cooperative Agreement in accordance with its terms.

J. BINDING EFFECT.

This Cooperative Agreement shall be binding upon Kansas City and North Kansas City and their successors in interest.

K. MODIFICATION.

Unless stated otherwise in this Cooperative Agreement, no provision of this Cooperative Agreement may be waived, modified or amended except by written amendment signed by Kansas City and North Kansas City.

L. AMERICANS WITH DISABILITY ACT.

Kansas City and North Kansas City agree to comply, during the course of this Cooperative Agreement, with all provisions of the Americans With Disabilities Act, Public Law 101-336 as well as 28 C.F.R Parts 35 and 36 and 29 C.F.R. Part 1630, as applicable and as amended from time to time.

M. WAIVER.

Waiver by Kansas City or North Kansas City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Cooperative Agreement can be waived except by written consent of Kansas City or North Kansas City, and forbearance or indulgence by Kansas City or North Kansas City in any regard whatsoever shall not constitute a waiver of same to be performed by North Kansas City or Kansas City to which the same may apply and,

until complete performance by North Kansas City or Kansas City of the term, covenant or condition, Kansas City or North Kansas City shall be entitled to invoke any remedy available to it under this Cooperative Agreement or by law despite any such forbearance or indulgence.

N. MERGER.

This Cooperative Agreement, including any referenced Exhibits, constitutes the entire agreement between Kansas City and North Kansas City with respect to this subject matter, and supersedes all prior agreements between Kansas City and North Kansas City with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Cooperative Agreement.

O. GOVERNING LAW.

This Cooperative Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

P. HEADINGS; CONSTRUCTION OF CONTRACT.

The headings of each section of this Cooperative Agreement are for reference only. Unless the context of this Cooperative Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Cooperative Agreement and any incorporated Exhibits, the provisions of this Cooperative Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Cooperative Agreement to be executed by their duly authorized representatives the day and year first above written.

ATTEST:

CITY OF KANSAS CITY, MISSOURI
CITY DEVELOPMENT DEPARTMENT
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

By: Linda J. Becker
City Clerk

By: Vicki L. Noteis
Director, City Development Department

Approved:

Approved as to form and legality:

By: n/a
City Manager

By: Katherine M.
Assistant City Attorney

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2002, before me, the undersigned, a notary public in and for the county and state aforesaid, came **VICKI L. NOTEIS, Director, City Development Department**, of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **CATHERINE ROCHA, City Clerk**, of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the Cooperative Agreement on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires: _____

CITY OF NORTH KANSAS CITY, MISSOURI

ATTEST:

By: Rosina Sparks
Rosina Sparks, *City Clerk*

By: Gene Bruns
Gene Bruns, *Mayor*

(AFFIX SEAL)

STATE OF MISSOURI }
COUNTY OF CLAY } ss.

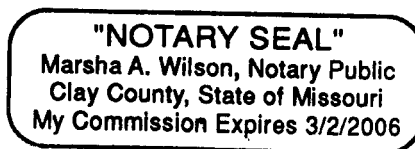
BE IT REMEMBERED, that on the 28th day of May, 2002, before me, the undersigned notary public in and for the county and state aforesaid, came to me **Mayor Gene Bruns**, of North Kansas City, Missouri, a third class city duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Rosina Sparks, **City Clerk**, of North Kansas City, Missouri who are personally known to me to be the persons who executed, as officials, the Cooperative Agreement on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Marsha A. Wilson
Notary Public

My commission expires:

3/2/2006



BILL NO. 5762

ORDINANCE NO. 7561

AN ORDINANCE ADOPTING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN CITY OF NORTH KANSAS CITY, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR CONSTRUCTION CONTRIBUTION TO THE NORTHLAND FOYER PROJECT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF NORTH KANSAS CITY, MISSOURI.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. The City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri, to enter into a cooperative agreement with the City of Kansas City, Missouri for construction contribution to the Northland Foyer Project. A copy of said agreement is attached hereto, marked Exhibit "A", and is incorporated herein by reference.

Section 2. The provisions of said cooperative agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute said cooperative agreement on behalf of the City of North Kansas City, Missouri.

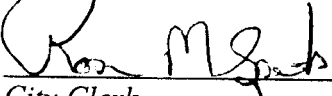
Section 3. This ordinance shall be in full force and effect immediately upon its passage by the City Council and approval by the Mayor.

PASSED this 28th day of May, 2002.




Mayor

ATTEST:



City Clerk

APPROVED this 28th day of May, 2002.

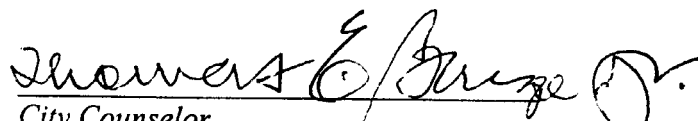


Mayor

APPROVED AS TO FORM AND LEGALITY:

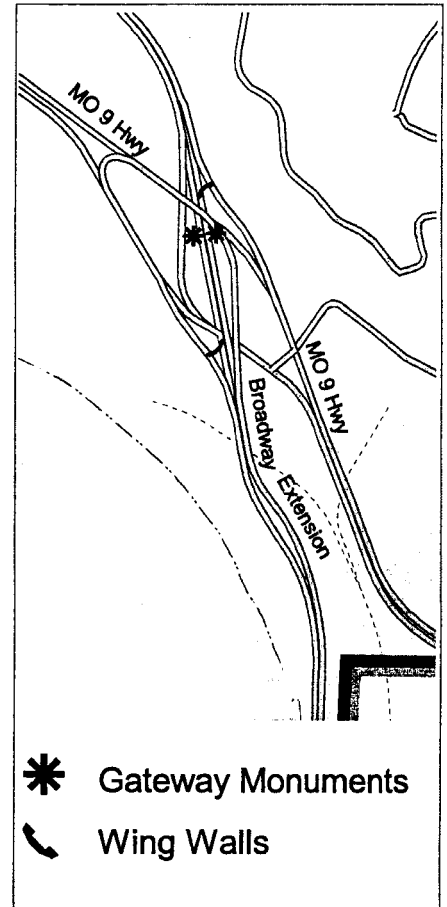
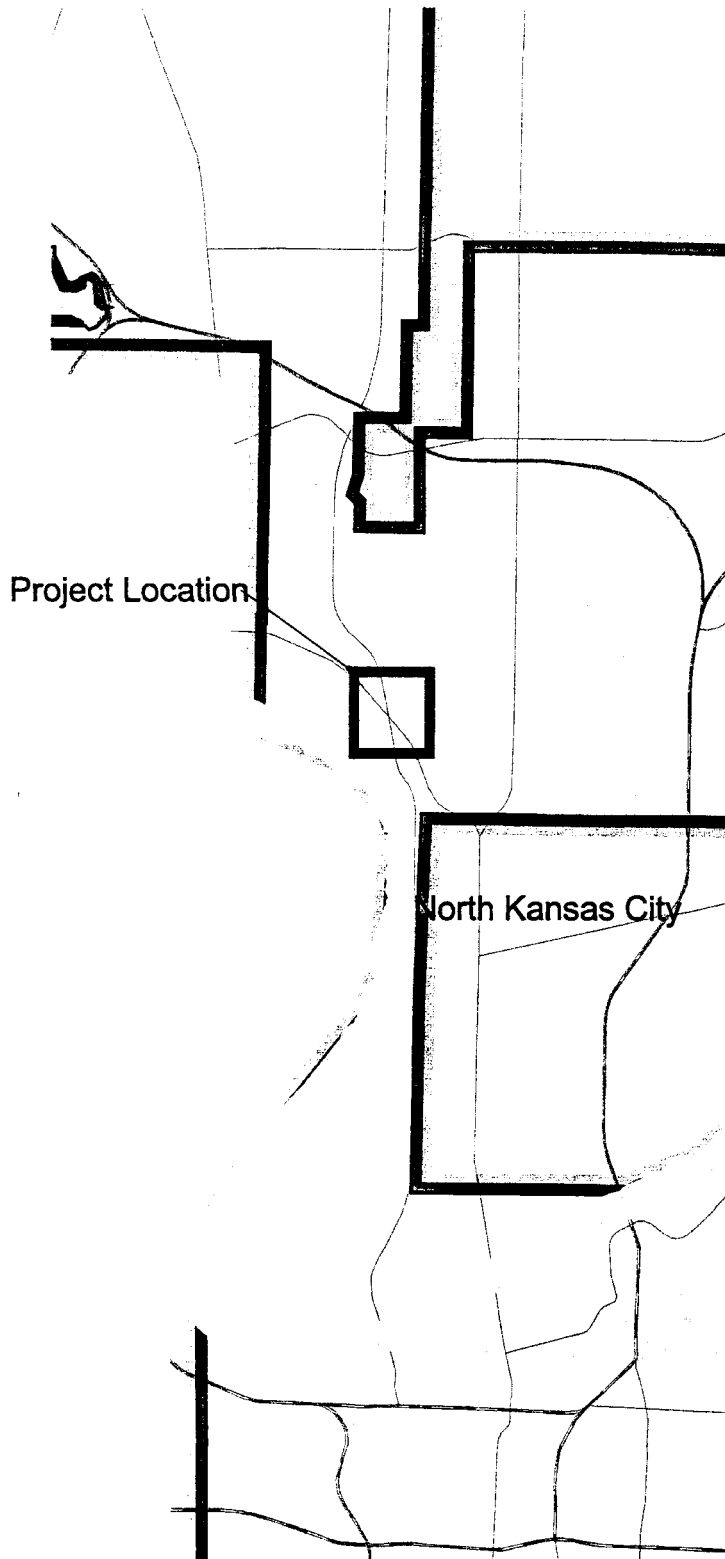


City Attorney



City Counselor

Northland Foyer



CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

020648
City Planning & Development Department

Office of the Director

15th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106-2795

(816) 513-1407
Fax: (816) 513-2838

May 9, 2003

Mike Smith
Assistant City Administrator
North Kansas City, Missouri
2010 North Howell Street
North Kansas City, Missouri 64116

RE: Northland Foyer Project-Construction Contribution

Dear Mr. Smith:

Attached is your copy of the executed Agreement between the City of Kansas City, Missouri and North Kansas City, Missouri, for the above noted project.

Please call if additional information or assistance is required.

Sincerely,

Mary Alice Nelson (FOR)

Robert Langenkamp, Assistant Director
City Planning and Development Department

RL:mn
Attachments

cc: Linda F. Becker, City Clerk
Heather Brown, Law Department
Susan Mahoutchian, Administration
Mario Vasquez, Project Manager