

020029

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
10/24/2002 11:52:01 AM  
INSTRUMENT TYPE: ORDI FEE: \$38.00 8 Pages  
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER/BOOK & PAGE:  
2002K0069311

MARY HELEN MURPHY, DIRECTOR OF RECORDS

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Department of Records  
Non-Standard Document**

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**Mary Helen Murphy, Director of Records**

415 E. 12<sup>th</sup> Street, Room 104  
Kansas City, MO 64106

308 W. Kansas Ave., Suite 104  
Independence, MO 64050

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020029

## ORDINANCE NO. 020029

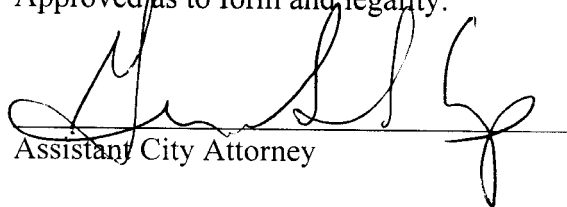
**Authorizing a Cooperative Agreement with the City of Westwood Hills, Kansas for the maintenance of State Line Road and directing the City Clerk to file certain documents with the appropriate offices.**

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

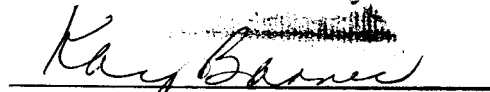
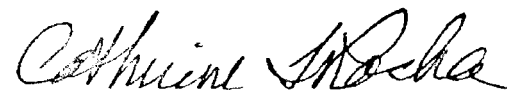
Section 1. That the Director of Public Works is hereby authorized to enter into and execute, on behalf of the City of Kansas City, Missouri, a Cooperative Agreement with the City of Westwood Hills, Kansas, for the maintenance of State Line Road, traffic signal devices, streetlights and drainage facilities from the centerline of West 50th Terrace to the south city limits of Westwood Hills, Kansas (maintenance area). A copy of the Cooperative Agreement is attached hereto and incorporated herein by reference.

Section 2. That upon the effective date of this ordinance, the City Clerk is hereby directed to cause the ordinance and the attached Cooperative Agreement to be recorded in the office of the Recorder of Deeds of Jackson County, Missouri, and a copy thereof to be sent to the Missouri Secretary of State pursuant to Section 70.300, RSMo, 1978.

Approved as to form and legality:

  
Assistant City Attorney

Authenticated as Passed

  
KAY BARNES, Mayor  
Catherine T. Rocha, City Clerk

DATE PASSED **JAN 31 2002**

# GENERAL

## Ordinance Fact Sheet

020029

Ordinance Number

020029

Brief Title

Approval Deadline

Reason

Agreement with the City of

Westwood Hills, Kansas

Reason for Legislation

Authorizing a Cooperative Maintenance Agreement with the City of Westwood Hills, Kansas for maintenance of State Line Road.

Discussion

(including relationship to other Council actions)

This cooperative agreement will provide for the routine maintenance of State Line Road, traffic control devices, street lights and drainage facilities from the centerline of West 50th Terrace to the south City Limits of Westwood, Kansas (Maintenance area) as State Line Road does not always extend along the state boundary line.

Positions / Recommendations

Sponsor	Director of Public Works
Programs, Departments, or Groups Affected	Public Works
Applicants / Proponents	<p>Applicant</p> <p>City Department</p> <p>Other</p>
Opponents	<p>Groups or Individuals</p> <p>Basis of opposition</p>
Staff Recommendation	<p><input checked="" type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p> <p>Reason Against</p>
Board or Commission Recommendation	<p>By</p> <p><input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken</p> <p><input type="checkbox"/> For, with revisions or conditions (see details column for conditions)</p>
Council Committee Actions	<p><input type="checkbox"/> Do pass</p> <p><input type="checkbox"/> Do pass (as amended)</p> <p><input type="checkbox"/> Committee Sub.</p> <p><input type="checkbox"/> Without Recommendation</p> <p><input type="checkbox"/> Hold</p> <p><input type="checkbox"/> Do not pass</p>

**Details**

**Policy / Program Impact**

<b>Policy or Program Change</b>	<input checked="checked" type="checkbox"/> No <input type="checkbox"/> Yes
<b>Operational Impact Assessment</b>	

**Finances**

<b>Cost &amp; Revenue Projections</b>	<i>Cost of Legislation</i> _____
	<i>Increase/Decrease in Revenue Expected Annually</i>
<b>Fund Sources</b>	

*(Use this space for further discussion, if necessary)*

**Applicable Dates**

**Fact Sheet Prepared by:**

Sandra Roesch      12/26/01

**Reviewed by:**

Jere Meredith      12/26/01

**Reference Numbers**



**Request for Ordinance/Resolution**  
City of Kansas City, Missouri

To be entered by the City Clerk

Legislative Control No.	020029
Docketing Date	1/10/2002
Committee Assignment	OPERATIONS

Request for ☐ Ordinance  
☐ Resolution (Special Instructions Below)

**Before using this form see Administrative Regulation 4-1, Procedures for Handling Ordinance Requests**

Date 12/26/01	Request Made By Director of Public Works	Department Public Works
Desired Docketing Date	If Emergency, Give Reason (See Sec. 15 of Charter)	
Emergency Measure Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**Justification for Proposed Legislation**

Authorizing a cooperative agreement with the City of Westwood Hills, Kansas (Westwood Hills) for the maintenance of State Line Road.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to enter into and execute on behalf of the City of Kansas City, Missouri a cooperative maintenance agreement with the City of Westwood Hills, Kansas for the maintenance of State Line Road, traffic signal devices, street lights and drainage facilities from the centerline of West 50<sup>th</sup> Terrace to the south City Limits of Westwood, Kansas (Maintenance area). A copy of the agreement is attached hereto and incorporated herein by reference.

Section 2. That upon the effective date of this ordinance, the City Clerk is hereby directed to cause the ordinance and the attached agreement to be recorded in the office of the Recorder of Deeds for Jackson County, Missouri, and a copy thereof to be sent to the Missouri Secretary of State pursuant to Section 70.300, RSMo, 1978.

<b>Resolution Special Instructions:</b>			Date: 12/28/01
Parchment Resolutions Required? Yes <input type="checkbox"/> Number No <input type="checkbox"/>	Wish to Review and Approve this Ordinance prior to its introduction. Requestor Does <input type="checkbox"/> Does Not <input type="checkbox"/>	If this is a Resolution, does the Sponsor desire the adoption on the first reading? Yes <input type="checkbox"/> No <input type="checkbox"/>	Director's Signature

**To be Used by the Finance Department**

Budget and Systems Date:	Account Numbers and Appropriation Balances Checked Date:	Fund Availability Approved Date:
Division Head Signature	Supervisor of Accounts Signature	Director of Finance Signature

Distribution: White City Clerk Blue City Clerk Green City Manager Canary City Counselor Pink Finance Dept. Goldenrod Department	EXHIBIT ATTACHED: _____ EXHIBIT NOT ATTACHED: _____	Date: 1/9/02 City Manager's Signature
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# GENERAL

## Ordinance Fact Sheet

Ordinance Number 020029

Brief Title \_\_\_\_\_ Approval Deadline \_\_\_\_\_ Reason \_\_\_\_\_

Agreement with the City of \_\_\_\_\_

Details Westwood Hills, Kansas

### Reason for Legislation

Authorizing a Cooperative Maintenance Agreement with the City of Westwood Hills, Kansas for maintenance of State Line Road.

### Discussion

(including relationship to other Council actions)

This cooperative agreement will provide for the routine maintenance of State Line Road, traffic control devices, street lights and drainage facilities from the centerline of West 50th Terrace to the south City Limits of Westwood, Kansas (Maintenance area) as State Line Road does not always extend along the state boundary line.

### Positions / Recommendations

Sponsor	Director of Public Works
Programs, Departments, or Groups Affected	Public Works
Applicants / Proponents	<p>Applicant</p> <p>City Department</p> <p>Other</p>
Opponents	<p>Groups or Individuals</p> <p>Basis of opposition</p>
Staff Recommendation	<p><input checked="" type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p> <p>Reason Against</p>
Board or Commission Recommendation	<p>By</p> <p><input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken</p> <p><input type="checkbox"/> For, with revisions or conditions (see details column for conditions)</p>
Council Committee Actions	<p><input type="checkbox"/> Do pass</p> <p><input type="checkbox"/> Do pass (as amended)</p> <p><input type="checkbox"/> Committee Sub.</p> <p><input type="checkbox"/> Without Recommendation</p> <p><input type="checkbox"/> Hold</p> <p><input type="checkbox"/> Do not pass</p>

# GENERAL

## Ordinance Fact Sheet

020029

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Brief Title

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Reason

Agreement with the City of

Westwood Hills, Kansas

### Reason for Legislation

Authorizing a Cooperative Maintenance Agreement with the City of Westwood Hills, Kansas for maintenance of State Line Road.

### Discussion

(including relationship to other Council actions)

This cooperative agreement will provide for the routine maintenance of State Line Road, traffic control devices, street lights and drainage facilities from the centerline of West 50th Terrace to the south City Limits of Westwood, Kansas (Maintenance area) as State Line Road does not always extend along the state boundary line.

### Positions / Recommendations

Sponsor	Director of Public Works
Programs, Departments, or Groups Affected	Public Works
Applicants / Proponents	<p>Applicant</p> <p>City Department</p> <p>Other</p>
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Council Committee Actions	<p><input type="checkbox"/> Do pass</p> <p><input type="checkbox"/> Do pass (as amended)</p> <p><input type="checkbox"/> Committee Sub.</p> <p><input type="checkbox"/> Without Recommendation</p> <p><input type="checkbox"/> Hold</p> <p><input type="checkbox"/> Do not pass</p>

**COOPERATIVE AGREEMENT FOR  
MAINTENANCE OF STATE LINE ROAD**

**THIS AGREEMENT**, made this 10th day of May, 2001, between Kansas City, Missouri, a constitutionally chartered municipal corporation of Missouri (Kansas City) and the City of Westwood Hills, Kansas (Westwood Hills), a municipality organized and existing under the laws of Kansas.

**WHEREAS**, the city limits of Kansas City and Westwood Hills abut along the Kansas/ Missouri state line (State Boundary) from the centerline of West 50th Terrace to the south City Limits of Westwood, Kansas (Maintenance area); and

**WHEREAS**, the State Line Road (Road) extends along most of the State Boundary, and extends into Kansas City and Westwood Hills; and

**WHEREAS**, the State Boundary line does not consistently coincide with the centerline of the Road as it extends through Kansas City and Westwood Hills but rather meanders east and west of the centerline and is even out of the traveled right of way at some locations; and

**WHEREAS**, the parties have determined that to maintain the portions of the Road, traffic control devices, street lights and drainage facilities located in their respective cities in the Maintenance Area without the collaboration and designation of responsibilities will be difficult, inefficient and costly; and

**WHEREAS**, the parties have determined that they can achieve continuous, consistent and timely maintenance and substantial savings by designating the responsibility for routine maintenance of the Road, traffic control devices, street lights and drainage facilities located in their respective cities in the Maintenance Area;

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

**Sec. 1. Statutory authority and scope.** Pursuant to Section 70.210 et. seq., R.S. Mo., as amended, and K.S.A. 12-2901 et. seq., as amended, the parties enter into this Agreement to designate the responsibilities for the routine maintenance of the Road, traffic control devices, street lights and drainage facilities located in their respective cities. Upon the effective date of this Agreement, it shall be recorded in the office of the Recorder of Deeds for Jackson County, Missouri, and an additional copy shall be sent to Secretary of State of Missouri, in compliance with Section 70.300 R.S.Mo. This Agreement, it shall also be recorded in the office of the Register of Deeds for Johnson County, Kansas, and a copy shall be sent to the Attorney General of Kansas, in compliance with K.S.A. 12-2904. The recording costs for Jackson County, Missouri shall be paid by Kansas City. The recording costs for Johnson County, Kansas shall be paid by Westwood Hills.

**Sec. 2. Definitions.** For purposes of this Agreement, the following words shall have the designated meaning.

**Drainage maintenance.** Drainage maintenance shall mean cleaning and maintaining the drainage facilities and improvements open and in good repair.

**Routine pavement repairs.** "Routine pavement repairs" shall mean making pothole and full depth pavement repairs for the full width of the Road.

**Routine Road maintenance.** "Routine maintenance" shall mean sweeping the pavement, removal of litter, snow plowing, and chemical treatment of snow or ice for the full width of the Road.

**Traffic control.** "Traffic control" shall mean installation, maintenance and repair of traffic devices, signs, and pavement markings and timing of traffic signals.

**Maintenance Area.** "Maintenance Area" shall mean that portion of State Line Road located between the easterly prolongation of the centerline of West 50th Terrace and the easterly prolongation of the south city limit boundary line of Westwood at State Line Road.

**Sec. 3. Administration and Designation of responsibilities.** This Agreement shall be administered jointly by the parties' respective Public Works Directors or their designees. The parties agree that during the term of this Agreement that:

- A. **Drainage maintenance.** The maintenance of each catch basin and drop inlet in the Maintenance Area shall be performed by the city where the structure is located. Westwood Hills does not have catch basins, drop inlets or culverts in the Maintenance Area, but it shall maintain that portion, located in Westwood Hills, of the box culvert which originates in Westwood Hills near 50<sup>th</sup> Terrace and the Road and extends through Mission Woods and across the Road into Kansas City.
- B. **Routine pavement repairs.** Routine pavement repairs of the Road in the Maintenance Area shall be performed by Kansas City.
- C. **Routine Road maintenance.** Routine maintenance of the Road in the Maintenance Area shall be performed by Westwood Hills.
- D. **Street Lights.** Maintenance of each street light located along the Road in the Maintenance Area shall be performed by the city that owns or leases the light.

The cost of operating and maintaining the Street Lights shall be borne by the owner or lessor.

- E. Traffic Control. The installation and maintenance of the centerline, lane lines and cross walks in the Road in the Maintenance Area shall be performed by Kansas City. The installation and maintenance of traffic and parking control signs and street name signs for the Road in the Maintenance area shall be performed by Kansas City on the east side of State Line Road and by Westwood Hills on the west side of State Line Road.
- F. Curbs, gutters and sidewalks. The installation and maintenance of curbs, gutters and sidewalks in and along the Road in the Maintenance Area shall be performed by the respective city where the curb, gutter or sidewalk is located.
- G. Payment of Costs. Each party shall bear its respective costs herein out of funds lawfully available for the same, and keep accounts thereof.
- H. Retention of Property and Right-of-Way. Each party shall use and retain its respective property and right-of-way in furtherance hereof. No property or right-of-way shall be jointly acquired or owned by the parties hereto for the purposes herein.

**Sec. 4. Work performed by contractors.** Work under this Agreement may be performed by the parties own employees or by a contractor, but no contract with a contractor shall be entered into without the approval of the other party.

**Sec. 5. Exclusions.** Installation of future traffic signals and street lights as well as reconstruction, rehabilitation, resurfacing and other significant repairs to the pavement and drainage facilities are not covered by this Agreement.

**Sec. 6. Cooperation.** The parties will consult and cooperate with each other as necessary to accomplish the purpose of this Agreement and, in particular, will coordinate the timing of traffic signals and will seek to have appropriate and uniform traffic regulations enacted to provide for the rapid, smooth and safe flow of traffic on State Line Road.

**Sec. 7. Duration and Termination.** This Agreement shall remain effective until terminated as provided herein. Either party may terminate this Agreement by giving ninety (90) days written notice of such termination to the other party.

**Sec. 8. Notices.** Any notice in connection with this Agreement shall be in writing to the parties at the addresses shown below:

Notices to Westwood Hills shall be mailed to:

City of Westwood Hills  
4700 Rainbow Boulevard  
Westwood, Kansas 66205  
Attn: Director of Public Works

and

City of Westwood Hills  
5008 State Line Road  
Westwood Hills, KS 66205

Notices to Kansas City shall be mailed to:

Director of Public Works  
20th Floor, City Hall  
414 East 12th Street  
Kansas City, Missouri 64106

**Sec. 9. Merger.** This Agreement, including any referenced Attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter, unless otherwise provided herein.

**Sec. 10. Modification.**

- A. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written amendment signed by both parties.
- B. No act, conversation or communication with any officer, agent, or employee of either party, either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation, or communication shall not be binding upon either party.

**Sec. 11. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement with duplicate originals on the day and year first above written.

0200

CITY OF WESTWOOD HILLS, KANSAS KANSAS CITY, MISSOURI

By: *G. L. ...*  
Mayor

By: \_\_\_\_\_  
Director of Public Works

Attest: *Mauna Samuel*  
City Clerk

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and legality:

Approved as to form and legality:

*Ronald S. Reuter*  
Attorney for Westwood Hills

\_\_\_\_\_  
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_ 2001, before me, the undersigned, a Notary Public, appeared \_\_\_\_\_, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Director of the Public Works department of Kansas City, Missouri, and that the foregoing instrument was signed and sealed in behalf of Kansas City, Missouri, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in Jackson County

My commission expires:

\_\_\_\_\_

020029

ACKNOWLEDGMENT

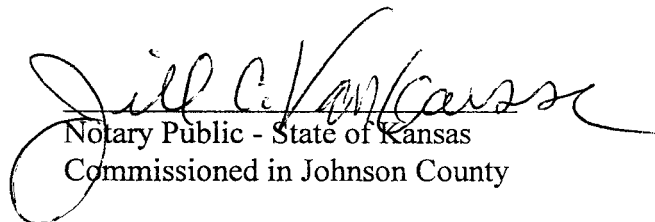
STATE OF KANSAS)

) ss

COUNTY OF JOHNSON )

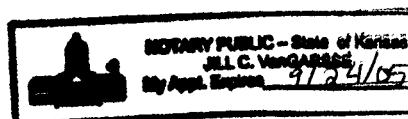
On this 13 day of December, 2001, before me, the undersigned, a Notary Public, appeared Allen E. Royce, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he/she is the Mayor of Westwood Hills, Kansas and that the seal affixed to the foregoing instrument was signed and sealed in behalf of Westwood Hills, Kansas by authority of its city council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Westwood Hills.

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

  
Notary Public - State of Kansas  
Commissioned in Johnson County

My commission expires:

9/24/05



ORDINANCE # 020029 020029

The following needs to be recorded:

☒ Ordinance

☐ Attachment(s) Cooperative Agreement

☐ Other

Needs to be recorded at

Sent

Rec'd

☒ Jackson - KC

8.14.02

10.31.02

☐ Jackson - Independence

☐ Clay

☐ Platte

☐ Cass

☒ Secretary of State

8.12.02

☐ Other

Other notes:

**COOPERATIVE AGREEMENT FOR  
MAINTENANCE OF STATE LINE ROAD**

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**WHEREAS**, the city limits of Kansas City and Westwood Hills abut along the Kansas/ Missouri state line (State Boundary) from the centerline of West 50th Terrace to the south City Limits of Westwood, Kansas (Maintenance area); and

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**WHEREAS**, the State Boundary line does not consistently coincide with the centerline of the Road as it extends through Kansas City and Westwood Hills but rather meanders east and west of the centerline and is even out of the traveled right of way at some locations; and

**WHEREAS**, the parties have determined that to maintain the portions of the Road, traffic control devices, street lights and drainage facilities located in their respective cities in the Maintenance Area without the collaboration and designation of responsibilities will be difficult, inefficient and costly; and

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 4700 Rainbow Boulevard  
 Westwood, Kansas 66205  
 Attn: Director of Public Works

and

City of Westwood Hills  
 5008 State Line Road  
 Westwood Hills, KS 66205

Notices to Kansas City shall be mailed to:  
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 20th Floor, City Hall  
 414 East 12th Street  
 Kansas City, Missouri 64106

**Sec. 9. Merger.** This Agreement, including any referenced Attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter, unless otherwise provided herein.

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- B. No act, conversation or communication with any officer, agent, or employee of either party, either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation, or communication shall not be binding upon either party.

**Sec. 11. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement with duplicate originals on the day and year first above written.

By: [Signature]  
Mayor

By: [Signature]  
Director of Public Works

Attest: [Signature]  
City Clerk

Attest: [Signature]  
City Clerk

Approved as to form and legality:

Approved as to form and legality:

[Signature]  
Attorney for Westwood Hills

[Signature]  
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF JACKSON    )

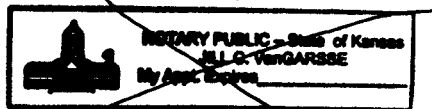
On this 8th day of February 2002, before me, the undersigned, a Notary Public, appeared George Wolf, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Director of the Public Works department of Kansas City, Missouri, and that the foregoing instrument was signed and sealed in behalf of Kansas City, Missouri, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

My commission expires:

**MARILYN SANDERS**  
**NOTARY PUBLIC STATE OF MISSOURI**  
**JACKSON COUNTY**  
**MY COMMISSION EXP. JUNE 22, 2003**

[Signature]  
Notary Public - State of Missouri  
Commissioned in Jackson County  
MARILYN SANDERS



020029

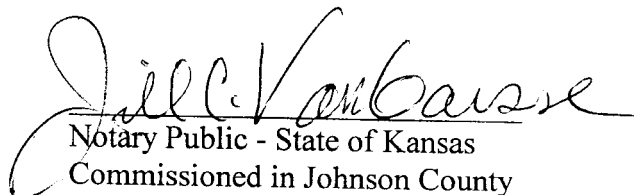
ACKNOWLEDGMENT

STATE OF KANSAS)

COUNTY OF JOHNSON ) ss  
)

On this 13 day of December, 2001, before me, the undersigned, a Notary Public, appeared Allen E. Roth, Mayor, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he/she is the Mayor of Westwood Hills, Kansas and that the seal affixed to the foregoing instrument was signed and sealed in behalf of Westwood Hills, Kansas by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Westwood Hills.

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

  
Notary Public - State of Kansas  
Commissioned in Johnson County

My commission expires:

9/24/05

