
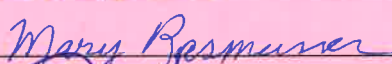
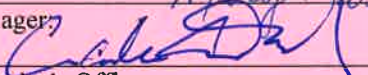


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 19801
 Sponsor(s): Dennis Waits
 Date: March 26, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing a Cooperative Agreement with the City of Lee's Summit for Shared Use Pathway and Other Transportation Improvements in the Vicinity of the Rock Island Corridor <u>and</u> accepting a \$2,000,000 payment from the City of Lee's Summit.</p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td> </tr> <tr> <td> <u>FROM ACCT:</u> 001-9999-45479 GENERAL FUND-Non Specific-City of Lee's Summit Revenue </td> <td style="text-align: right;"> <u>FROM AMT:</u> \$ 2,000,000 </td> </tr> <tr> <td> <u>TO ACCT:</u> 001-2810: GENERAL FUND- Undesignated Fund Balance </td> <td style="text-align: right;"> <u>TO AMT:</u> \$ 2,000,000 </td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$2,000,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$2,000,000	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		<u>FROM ACCT:</u> 001-9999-45479 GENERAL FUND-Non Specific-City of Lee's Summit Revenue	<u>FROM AMT:</u> \$ 2,000,000	<u>TO ACCT:</u> 001-2810: GENERAL FUND- Undesignated Fund Balance	<u>TO AMT:</u> \$ 2,000,000
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Source of funding (name of fund) and account code number;															
<u>FROM ACCT:</u> 001-9999-45479 GENERAL FUND-Non Specific-City of Lee's Summit Revenue	<u>FROM AMT:</u> \$ 2,000,000														
<u>TO ACCT:</u> 001-2810: GENERAL FUND- Undesignated Fund Balance	<u>TO AMT:</u> \$ 2,000,000														
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 19023, dated 12/1/2015; 19349, dated 1/17/2017</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Joshua Boehm, Development Manager, (816) 503-4845</p>														
REQUEST SUMMARY	<p>The City of Lee's Summit wishes to make certain improvements to Chipman Road along the Rock Island Corridor Right-of-Way, including modifying the single lane arch railroad bridge over Chipman Road. Jackson County, through the construction of the shared use path and in particular at-grade crossings, also requires certain permits and licenses from the City of Lee's Summit. This agreement contains provisions that address both issues.</p> <p>Lee's Summit has agreed to pay Jackson County a sum of \$2,000,000 for the right, in part, to remove the existing bridge structure.</p> <p>The Cooperative Agreement with the Kansas City Area Transportation Authority (KCATA; Res. 19023) establishes a fiduciary relationship between Jackson County and the KCATA wherein both entities equally pay the debt service on Rock Island Corridor acquisition (Section 5.3). Therefore, both KCATA and Jackson County have an interest in ensuring the unencumbered continuity of the corridor, and both should be compensated for the release of Corridor assets. Furthermore, the Maintenance and Management Program Agreement (Res. 19349) states that corridor income should be equally shared between the County and KCATA, after first being credited to the maintenance, management, and security of the Corridor itself (Section 4.3(b)).</p> <p>Separate legislation will be introduced to appropriate the \$2,000,000 in funds in accordance with these agreements, including for the design and construction of a replacement bicycle and pedestrian bridge over Chipman Road.</p>														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Cooperative Agreement for Shared Use Pathway and Other Transportation Improvements in the Vicinity of the Rock Island Corridor Memo to Jackson County & KCATA leadership RE: Lee's Summit Intergovernmental Agreement Revenue	
REVIEW	Department Director: 	Date: 3/22/18
	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/22/18
	Division Manager: 	Date: 3/22/18
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-9999-45479	General Fund – Nonspecific-City of Lee's Summit Revenue	\$ 2,000,000

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: March 22, 2018

RES # 19801

Department / Division	Character/Description	From	To
001 General Fund			
9999 -	45479 City of Lee's Summit	\$ 2,000,000	\$ -
	2810 Undesignated Fund Balance		2,000,000
		<u>\$ 2,000,000</u>	<u>\$ 2,000,000</u>



 County Auditor / Budget Officer

**COOPERATIVE AGREEMENT FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION
IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR**

This Cooperative Agreement for shared use pathway and other transportation improvements is made by and between the City of Lee's Summit (the "CITY") and Jackson County, Missouri (the "COUNTY")

RECITALS

WHEREAS, the COUNTY did acquire the Rock Island Railroad Corridor, a 17.7-mile railroad corridor within the city limits of Lee's Summit, Raytown, and Kansas City located between Mileposts 270.6 and 288.3 along the former Chicago, Rock Island and Pacific Railway Co. line (the "CORRIDOR") from the Union Pacific Railroad (Exhibit A); and

WHEREAS, the Surface Transportation Board in 1998 determined that the CORRIDOR had not been abandoned; and

WHEREAS, the COUNTY is the owner of the Railroad Corridor and a "common carrier" under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board; and

WHEREAS, the COUNTY and the Kansas City Area Transportation Authority (the "KCATA") have formed a regional partnership to enhance the condition, viability, and use of the CORRIDOR; and

WHEREAS, the CITY has committed to the development of useful transportation corridors including bicycle and accessory paths; and

WHEREAS, the COUNTY plans to construct a shared use pathway for the transportation, recreation, health, and economic betterment of the residents of Lee's Summit; and

WHEREAS, the **COUNTY** and the **KCATA** did agree that the uses of the corridor be prioritized, in descending order, as follows: common carrier, multi-modal transit, and shared use pathway (Exhibit B); and

WHEREAS, the **KCATA** is a partner with the **COUNTY** on various **CORRIDOR** activities; and

WHEREAS, the design and construction of the shared use pathway will be consistent with the **COUNTY'S** common carrier status and the eventual implementation of multi-modal transit; and

WHEREAS, the **CITY** has planned a project called the Chipman Road Project which is in the immediate vicinity and adjacent to the **CORRIDOR**; and

WHEREAS, both the **CITY** and the **COUNTY** desire to provide safe bicycle and accessory crossings where the **CORRIDOR** crosses **CITY** streets at grade; and

WHEREAS, the **CITY** is desirous of having the opportunity to use some of its tax revenue to develop trailheads on or adjacent to the **CORRIDOR** at mutually agreeable locations and subject to the City Council's appropriation power; and

WHEREAS, both the **CITY** and the **COUNTY** wish to connect their system of trails and other bicycle and accessory infrastructure to the Rock Island Spur of the Katy Trail in Pleasant Hill, Missouri; and

WHEREAS, the **COUNTY** requires access and use of **CITY** rights-of-way to construct a shared use path within the **CORRIDOR** in accordance with its approved plans; and

WHEREAS, the **CITY** desires permission to remove a certain bridge and perform work within the **CORRIDOR** as a part of its Chipman Road Project; and

WHEREAS, both the **CITY** and **COUNTY** wish to cooperate to deliver their respective transportation improvements and promote economic development within the **CORRIDOR** to improve the quality of life of area residents;

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

AGREEMENT PART 1: SPECIFIC TERMS AND CONDITIONS

1. Scope of Agreement. The purpose of this Agreement is to provide for a cooperative effort between Lee's Summit and Jackson County for the implementation of Jackson County's shared use pathway project in accordance with the terms and conditions set forth herein. The scope, purpose, and intent of this agreement is to provide for a shared use pathway for bicycle and accessory use to be built on the **CORRIDOR** within the City of Lee's Summit, as well as the construction of other transportation improvements in and around the vicinity of the **CORRIDOR**. It is the intent of the parties that this Agreement is framed pursuant to Section 70.210, through 70.325, RSMo, relating to cooperative agreements between intergovernmental units or agencies to provide a common service to the public, in this instance, active transportation facilities.

2. At-grade shared use path crossing improvements

a. License to use City right-of-way. The **CITY** hereby grants to the **COUNTY**, its representatives, employees, engineers, consultants, and contractors a license to use a portion of public right-of-way for pavement, pavement markings, and signs within **CITY** right-of-way, for the modification of traffic signals, and for the installation of ADA Curb Ramps in the premises of the following **CITY** streets at the intersection of the **CORRIDOR**:

- i. Old Pryor Road
- ii. Longview Road

- iii. Ward Road
- iv. Persels Road
- v. Scherer Road
- vi. Jefferson Street
- vii. Other unanticipated grade crossings (to be reviewed at a later date)

The plans for the proposed at-grade crossing improvements are further described and delineated in Exhibit C.

- b. **Design review and inspection.** The CITY Engineer shall have the right to review the final design of all improvements in the CITY right-of-way prior to construction and shall have the right to inspect final improvements once constructed. All improvements shall be designed and constructed to Manual on Uniform Traffic Control Devices, American Public Works Association – Kansas City Metro Specifications, and Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way by the United States Access Board, or CITY standards, whichever are more recent or appropriate to the existing context.
- c. **Fees.** The County or its Contractor shall pay all fees for permitting, review, inspection, and licensing fees for all at-grade shared use path crossing improvements when appropriate.
- d. **Maintenance and ownership of improvements.** The CITY shall be responsible for all maintenance of any improvements, signs or markings within the CITY'S right-of-way where it intersects the CORRIDOR that have been accepted in writing by the City Engineer and Director of Public Works .

3. Temporary Traffic Control Permits. The CITY shall have the right to review any plans and other supporting materials deemed necessary to grant temporary traffic control permits.

4. Chipman Road Bridge

- a. Right-of-way granted to CITY.** The COUNTY agrees to grant and convey to the CITY approximately 0.85± acres of temporary construction easement and approximately 0.47± acres of roadway easement for the purpose of public safety and roadway capacity expansion along Chipman Road at the CORRIDOR. These rights are further described in an Easement in Exhibit D, which shall be executed upon receipt by the COUNTY of certain considerations herein described. Said Easement shall not be exclusive to the CITY, and the COUNTY or the KCATA may use the Easement area for future improvements, maintenance activities, and other purposes.
- b. Notice.** The CITY shall provide a minimum of one year notice to the COUNTY prior to alteration to the Chipman Road Bridge and embankment within its Easement area.
- c. COUNTY responsibility for Railroad Bridge.** The COUNTY, as owner of the Railroad Corridor and a “common carrier” under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board, shall be responsible for the construction of a railroad bridge if rail service is restored. The KCATA may also construct a transit bridge, whether rail or some other mode.
- d. COUNTY to construct accessory bridge.** The COUNTY will design and construct a new accessory bridge spanning the expanded width of Chipman Road, which shall not preclude future rail or transit use.
- e. Payment.** In consideration of the easements granted to the CITY for additional property required for the roadway project, the existing value of the Chipman Road Bridge, permission to remove the Chipman Road Bridge as a part of CITY’S road project, and future plans of the COUNTY and KCATA to accept full responsibility if any to construct an accessory and transit and/or railroad bridges including any replacement of the Chipman

Road Bridge, the **CITY** shall pay to the **COUNTY** the sum of Two Million Dollars (\$2,000,000) on or before March 31, 2018. Upon such payment, the parties hereto agree that **CITY** has completely fulfilled any and all responsibility, obligation or duty it may have or had to replace the Chipman Road Bridge.

f. **Utility relocation.** The **CITY** shall have access to the **CORRIDOR** for the purpose of the relocation of existing utilities within the area of the **CITY'S** Chipman Road Project. The **COUNTY** and the **KCATA** shall have design review of all utility relocations of which **CITY** is aware and shall have approval authority in order to prevent utility conflicts with future improvements. The **COUNTY** shall not be responsible for any utility relocation related to the Chipman Road Project. However, the **COUNTY** may offer the use of its future rail, transit, or accessory bridge structures to assist in utility relocation efforts.

5. **Trailheads.** The **CITY** and the **COUNTY** shall work towards identifying mutually acceptable locations for Trailheads that the **CITY** wishes to construct so that they may be connected to the **CORRIDOR** shared use path. Such Trailheads will be constructed as the **CITY's** sales tax revenue becomes available and the City Council approves appropriations such revenue to a Trailhead project. Exhibit E contains conceptual plans and cost estimates for a trailhead.

6. **Trail connections and wayfinding.** Both parties agree to permit signs and wayfinding to other bicycle and accessory infrastructure and local points of interest. The design and location of these signs and wayfinding materials shall be subject to the review of either party.

PART 2: GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** This writing and any and all exhibits with dates certain on them as to the date of preparation and accepted by the governing body or the **CITY** or **COUNTY** or authorized representative of **COUNTY** are the complete agreement.
2. **Indemnification by Contractors.** Each party's contracts with its Contractors in connection with the construction of an accessory or shared use path in the **CORRIDOR** (Project) shall require such Contractors to defend, indemnify, and hold harmless the other party under the terms of this section. The obligations of each party and its Contractors under this section with respect to indemnification of the other party, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that the indemnifying party and its Contractor are required to procure and maintain under this Agreement. In no event shall any requirement for indemnification or insurance in this Agreement, whether set out in this paragraph or another, serve as a waiver of sovereign or any other immunity or defense available to any party, its Officers, Employees and Agents.
3. **Indemnification for Professional Negligence.** If either party hires any Design Professional in connection with the Project, then that party's contracts with its Contractors shall cause such Contractors to indemnify and hold harmless the other party and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such Contractors, its employees, agents or others for whom such Contractors are legally liable, in the performance of professional services for the construction of the Project under this Agreement. The indemnifying party and its Contractors are not obligated under this section to indemnify the other party for the negligent acts of the other party's agencies, officials, officers, or employees.

4. **Insurance.**

a. Each party's Contractors shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below.

An Owner's Controlled Insurance Program shall be acceptable to each party.

i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

1. Severability of Interests Coverage applying to additional Insureds
2. Contractual Liability
3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
4. No Contractual Liability Limitation Endorsement
5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

ii. Workers' Compensation Insurance: as required by statute, including Employers

Liability with limits of:

Worker's Compensation

Statutory

Employers' Liability with limits of: \$100,000 each accident
\$500,000 disease – policy limit
\$100,000 disease – each employee

iii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per

occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by the contracting party's Contractors.

- iv. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 - b. The policies listed above shall provide that they may not be canceled until after thirty (30) days written notice of cancellation to the insured party, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the insured party and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured's for the services performed under this Agreement. The contracting party's Contractor shall provide to the insured party prior to the performance of the Project a certificate of insurance showing all required endorsements and additional insured's. The certificate shall be in the insured party's furnished form or its equivalent.
 - c. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+ V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
 - d. Regardless of any approval by the insured party, it is the responsibility of the contracting party to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of the contracting party's failure or the failure of its Contractors to maintain the required insurance in effect, the insured party may order the contracting party and its Contractors to immediately stop work and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.
5. **Governing law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and

venue shall be proper only in Jackson County. The corridor remains under the jurisdiction of the Surface Transportation Board.

6. **Compliance with Laws.** COUNTY and all its contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the project whether a public or private one.

COUNTY, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement. All references to "Code" shall mean CITY's Code of Ordinances, including any amendments thereto or recodification thereof.

7. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. COUNTY and CITY reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing by the governing body and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.

8. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement as required by law.

9. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this 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.

10. **Severability of Provisions.** Except as specifically provided in this Agreement and any provision that provides consideration for the performance of any act, 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.

11. **Assignment.** Neither **CITY** nor **COUNTY** shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.

12. **Conflicts of Interest.** **COUNTY** and its Contractor shall certify that no officer or employee of **CITY** has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of **CITY**, or member of such officer's or employee's immediate family, either has

negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of COUNTY or its Contractor in this Agreement.

13. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.

15. **Representations.** COUNTY and CITY certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

16. **Recording.** Upon the effective date of this Agreement, this Agreement shall be recorded by CITY in the Office of the Department of Records, Jackson County, Missouri and a copy hereof shall be sent to the Secretary of State of Missouri, in compliance with Section 70.300 R.S.Mo.

17. **Term.** This Cooperative Agreement shall become effective upon that date when both parties are by law bound thereby, and shall remain in full force and effect until terminated by either party or by mutual agreement in accordance with the provisions for termination hereafter.

18. **Termination.** This Cooperative Agreement may be terminated by either party upon giving not less than six months' notice to the other. If COUNTY elects to terminate this Agreement, COUNTY must remove its improvements from the CITY's rights-of-way within the time set out by the City Council or, at the City Council election, convey improvements to the CITY. Should City elect to terminate the

Agreement at any time, all improvements constructed by **CITY** within the **CORRIDOR** and not a part of any **CITY** roadway shall become **COUNTY** property with no cost to **COUNTY**.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

APPROVED by the Mayor of the City of Lee's Summit, Missouri

this _____ day of _____, 2018.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

Ordinance Number. _____

City of Lee's Summit Missouri
220 SE Green Street
Lee's Summit, MO 64063

IN WITNESS WHEREOF, the parties have hereunto set their respective hands as of the day and year first above written.

JACKSON COUNTY, MISSOURI

Date

By:

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____ in the year 2016, before me, _____, a Notary Public in and for said state, personally appeared _____, the _____ of Jackson County, Missouri, a political subdivision of the State of Missouri, known to me to be the person who executed the foregoing Agreement on behalf of the County and acknowledged to me that (a) he is the _____ of Jackson County, Missouri, a political subdivision of the state of Missouri, (b) the foregoing Agreement was signed in behalf of said authority by him as its _____, and (c) that the execution of the foregoing Agreement was the free act and deed of him as the _____ of Jackson County, Missouri and that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires:

Approved As To Form

Attest:

County Counselor

Mary Jo Spino, Clerk of the Legislature

Exhibit A – Corridor Overview Map

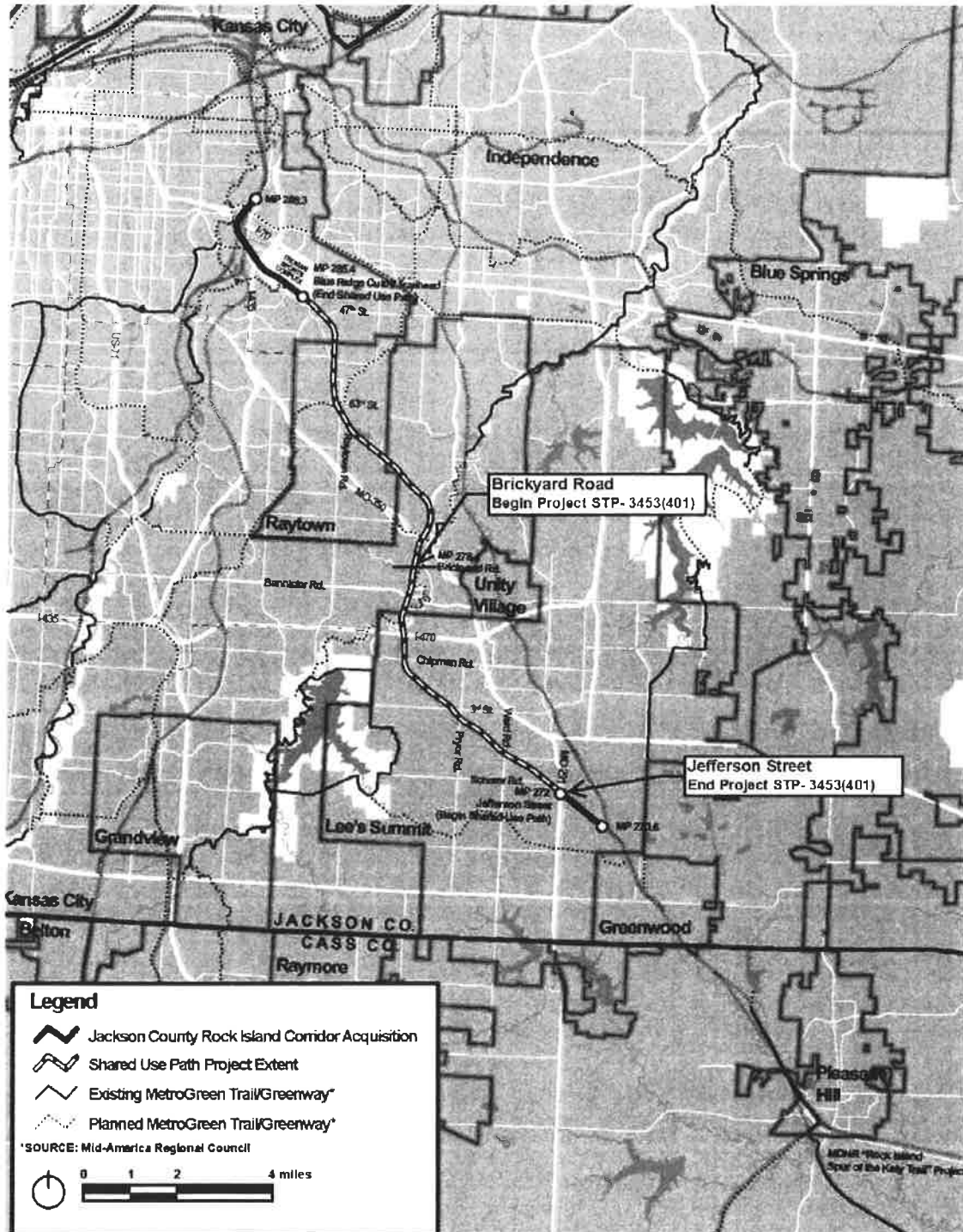


Exhibit B – Hierarchy Diagram

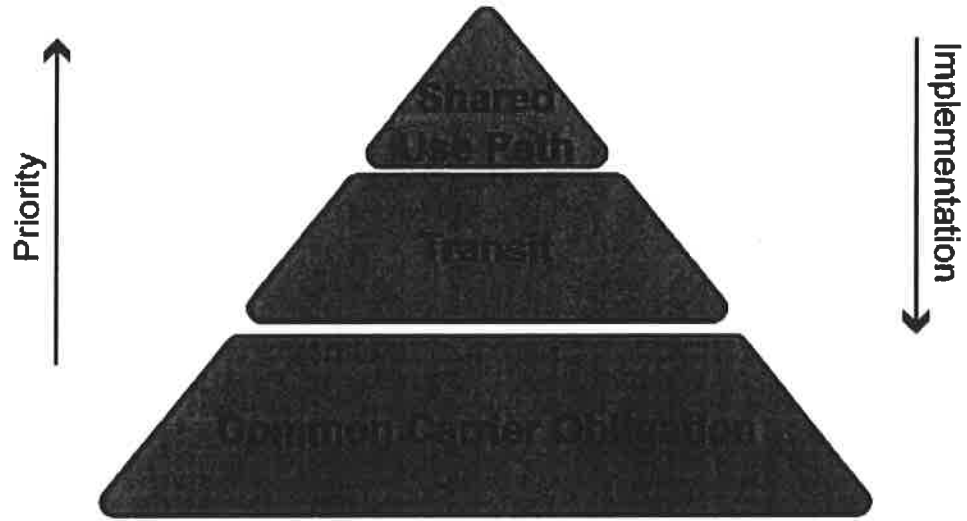
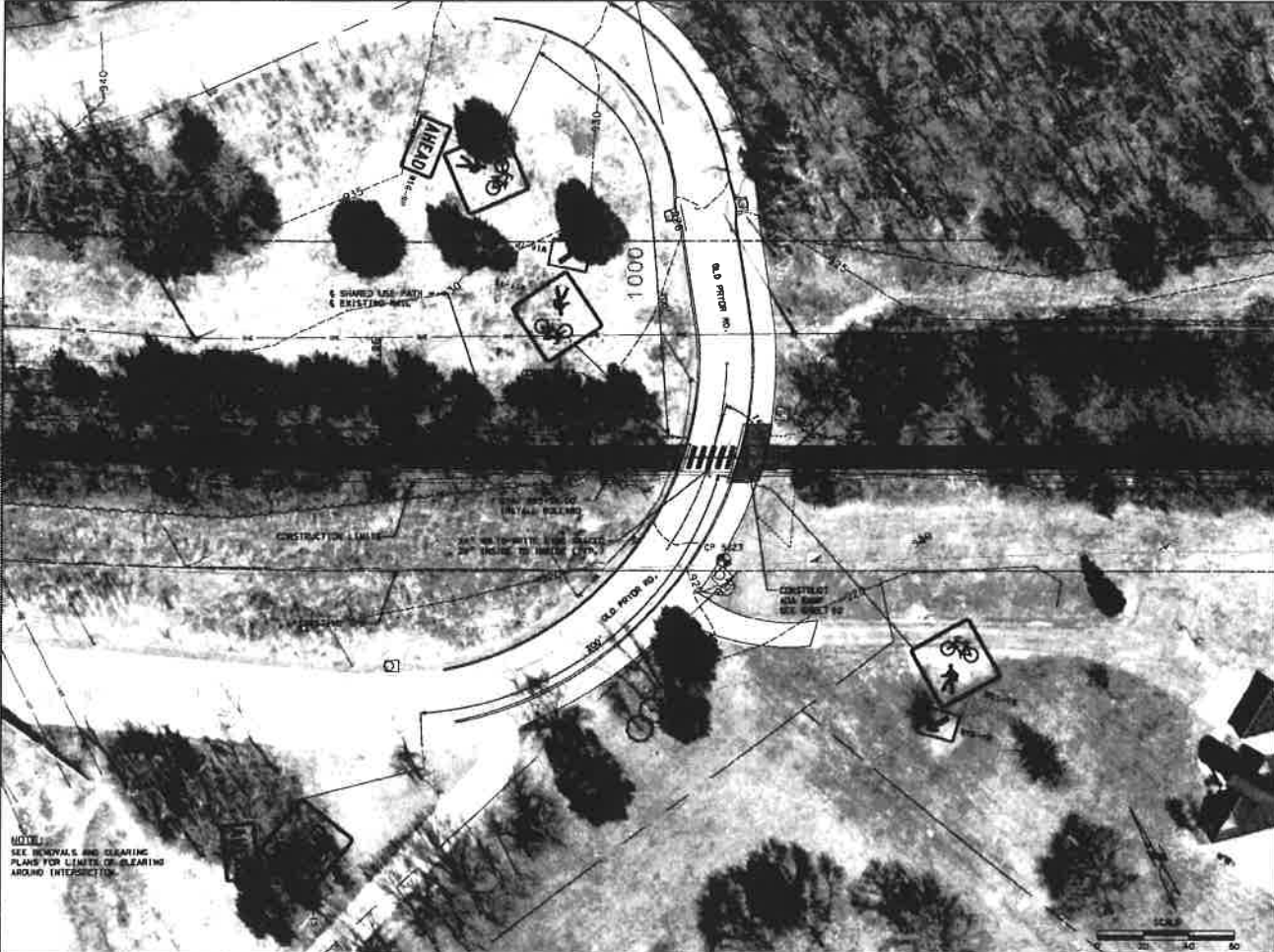


Exhibit C – At-Grade Crossing Details



NOTES:
SEE REMOVALS AND CLEARING
PLANS FOR LIMITS OF CLEARING
AROUND INTERSECTION.

no.	date	by	site	description



THIS SHEET HAS BEEN
DESIGNED, SEALED AND DATED
ELECTRONICALLY.

**BURNS
MSDONNELL**

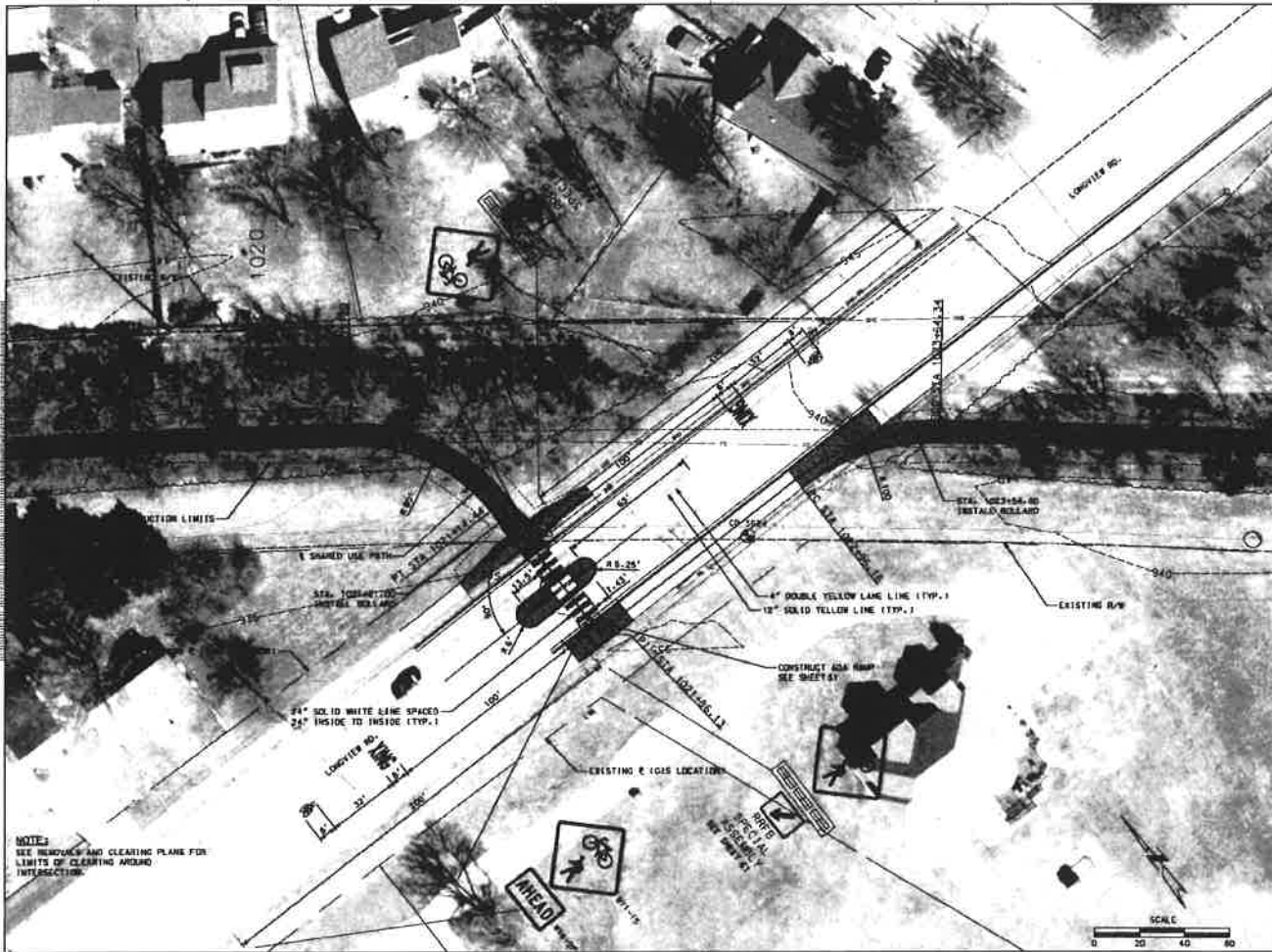
3800 WARD PARKWAY
KANSAS CITY, MISSOURI 64114
816-333-9900
MISSOURI STATE CERTIFICATE OF AUTHORITY
00096 (Professional Engineer)

Drawn	Checked
03/20/17	JAR
Designed	Observed
LAR	JDM



JACKSON COUNTY, MISSOURI
ROCK HILL, MISSOURI
SEPARATE USER PATH PROJECT
AT GRADE CROSSING DETAILS
PIYTOR RD.

Project	02751	Contract	PM-07-2017
Drawing		Scale	1/8" = 1'
Sheet	43	of	206 sheets
File	02751-01710-023.dgn		



NOTE:
SEE REMOVAL AND CLEARING PLANS FOR
LIMITS OF CLEARING AROUND
INTERSECTION.

no.	date	by	descr.

THIS SHEET HAS BEEN
DRAWN, RECALCULATED AND PLOTTED
ELECTRONICALLY

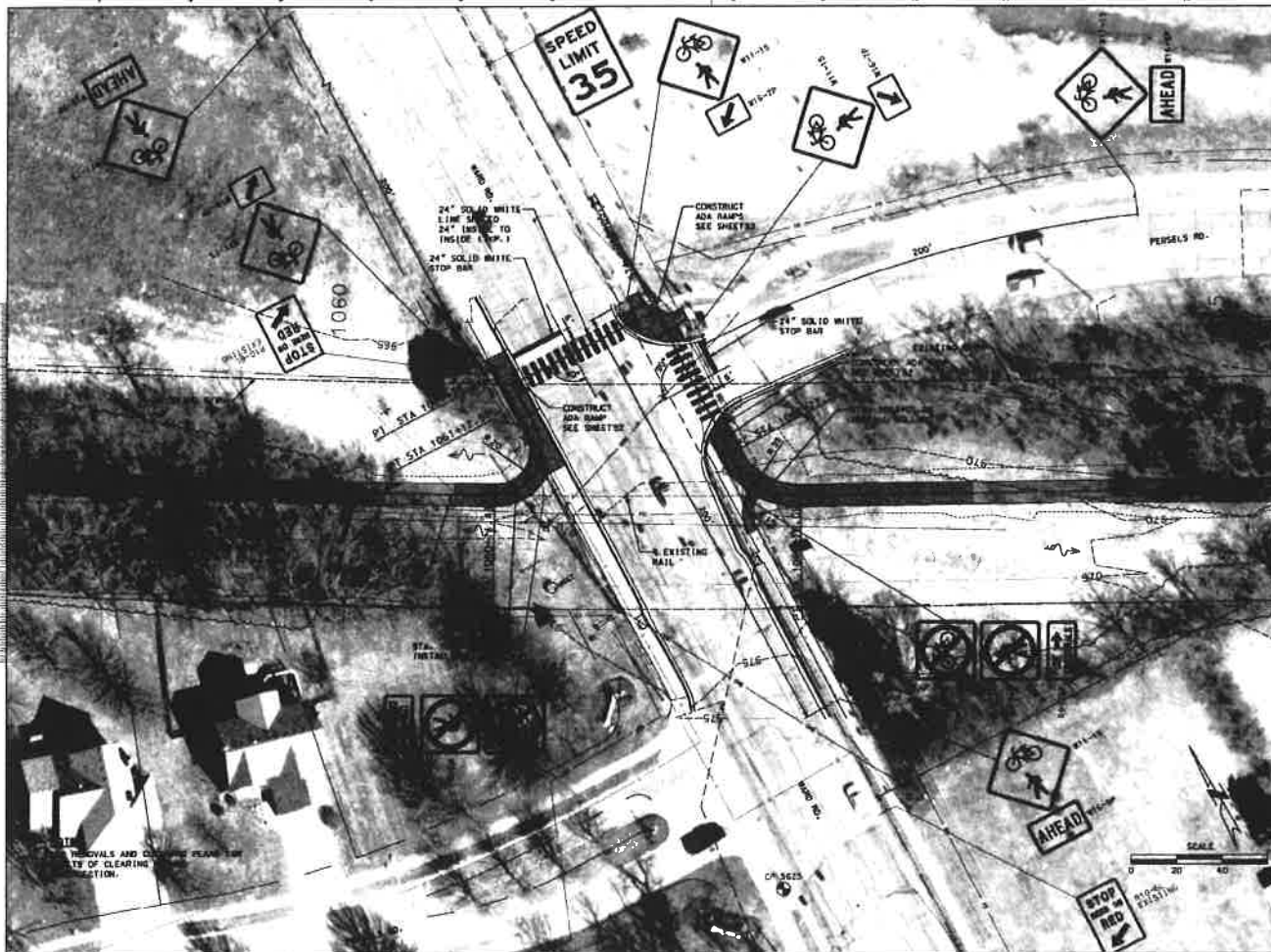
**BURNS
& MCDONNELL**
A DIVISION OF
PARSONS BRINCKERHOFF
INCORPORATED
1900 BANKERS BUILDING
KANSAS CITY, MISSOURI 64114
MISSOURI STATE CERTIFICATE OF AUTHORITY
003288 ENGINEERING

File # 873017	Drawn by LAM
Checked by LAM	Scale 1/8" = 1'-0"

JACKSON COUNTY, MISSOURI
PROFESSIONAL ENGINEER
DAVID A. HUNT
AT GRADE CROSSING DETAIL
LONGVIEW RD.

Project 98791	Sheet PW-07-2017
Scale 1/8" = 1'-0"	File 8731-BITIS-004.dwg

Sheet 44 of 388 sheets



rev	date	by	chk	description

THIS SHEET HAS BEEN
 SHOWN, SEALED AND DATED
 ELECTRONICALLY

BURNS & MCDONNELL
 800 WOOD FINCHWAY
 KANSAS CITY, MISSOURI 64114
 TEL: 816.451.0000
 MO STATE CERTIFICATE OF AUTHORITY
 # 000186 (Professional Engineer)

date	02/07/17	checked	JAM
designed	LAR	checked	JAM

JACKSON COUNTY, MISSOURI
 REGISTERED FOR THE PURPOSES
 OF THE ROAD AND TRAIL CONSTRUCTION
 AT GRADE CROSSING DETAILS
 WINDY RD

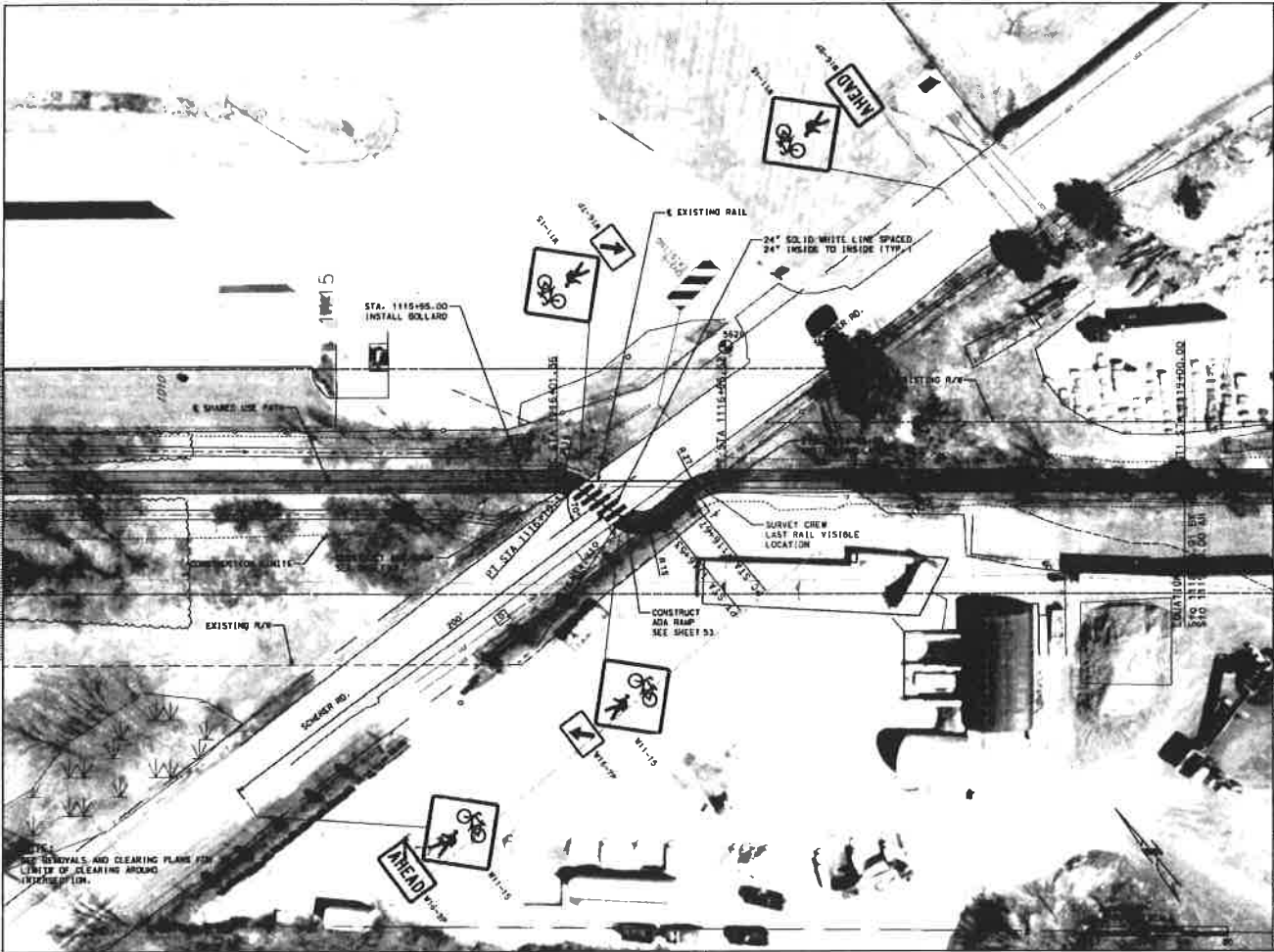
project	92751	contract	PW-07-2017
drawing		rev.	

sheet 45 of 396 sheets
 file: 92751-01710-008.dwg

Date Plotted: 02/07/17

II
 REMOVALS AND CLEARING SHALL BE
 COMPLETE BY DATE OF CLEARING
 OPERATION.





NO.	DATE	BY	CHKD	DESCRIPTION



THIS SHEET HAS BEEN
DIGITALLY SEALED AND DATED
ELECTRONICALLY



**BURNS
& McDONNELL**
 800 WEST PLYMOUTH
 KANSAS CITY, MISSOURI 64114
 816.234.8000
 MISSOURI STATE CERTIFICATE OF AUTHORITY
 # 0008 ENGINEERING

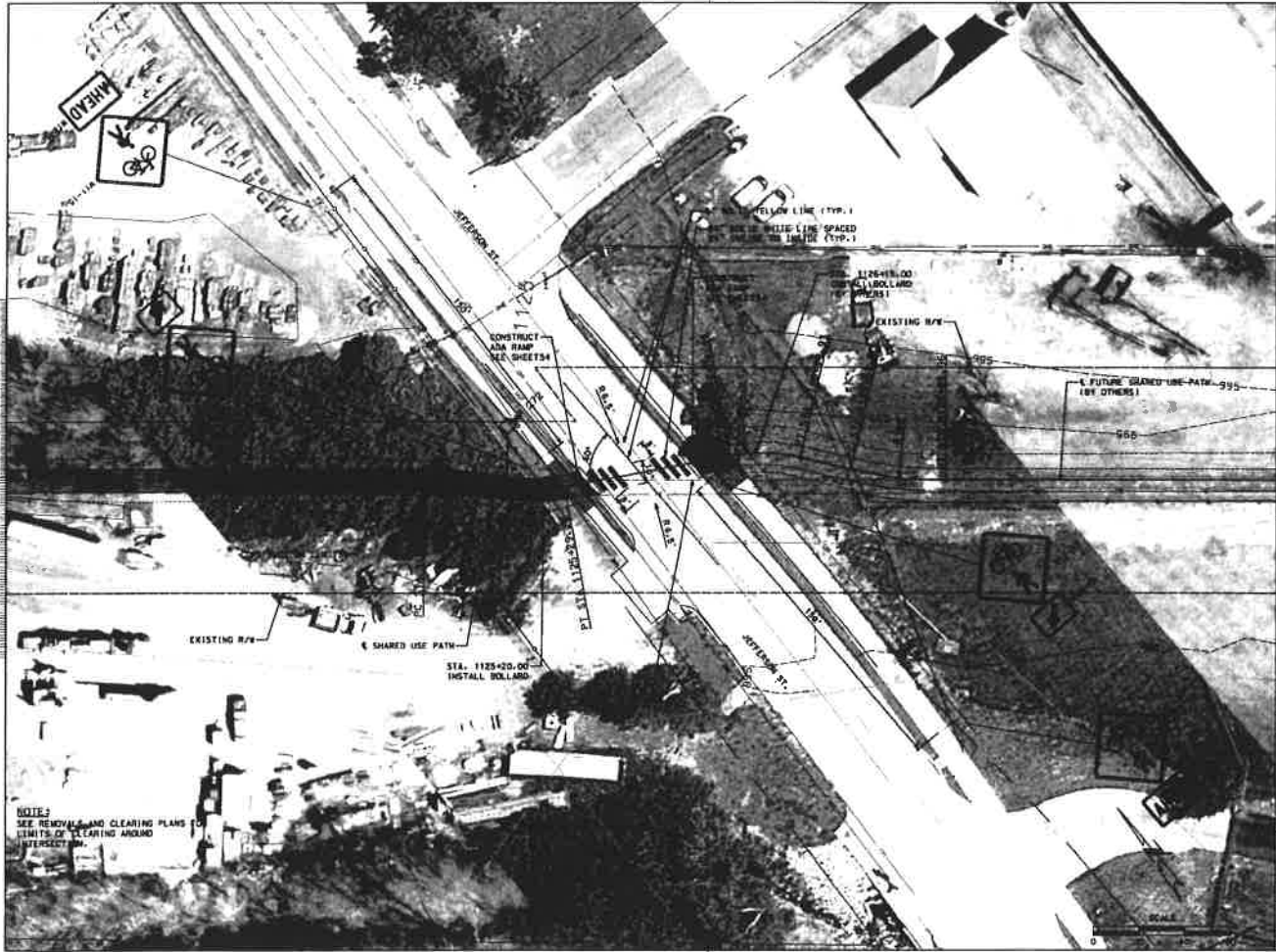
DATE	DESIGNED	CHECKED	IN CHARGE
08/20/17	LAR	JDM	



JACKSON COUNTY, MISSOURI
 NOTICE TO CONTRACTORS
 BURNS & MCDONNELL
 AT GRANDE CONDORSE DETAILS
 BUCHNER RD.

PROJECT	CONTRACT
56791	PA-07-2017
DRAWING	REV.

Sheet 48 of 398 sheets
 No. 8273-DT10-008.dwg



NOTE:
SEE REMOVAL AND CLEARING PLANS FOR
LIMITS OF CLEARING AROUND
UTILITY PIPES

REV	DATE	BY	CHK	DESCRIPTION



THIS SHEET HAS BEEN
DIGITALLY SIGNED AND DATED
ELECTRONICALLY

**BURNS
MSDONNELL**

8800 WINDY PASTUREWAY
KANASAS CITY, MISSOURI 64114
MO STATE LICENSE OF AUTHORITY
00048 ENGINEERING

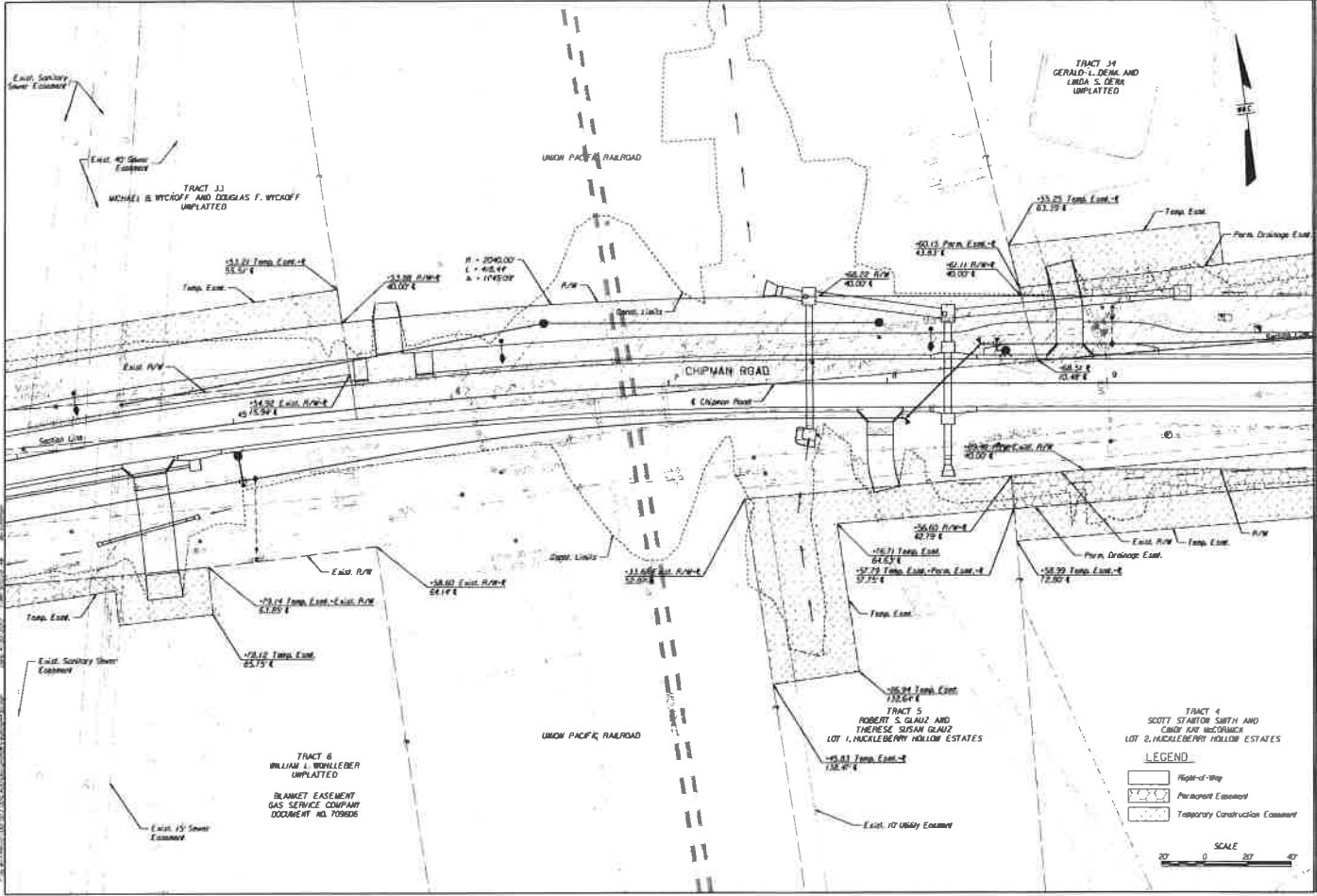
Date	03/20/17	Author	JAR
Design	LAR	Checked	JCM



JACKSON COUNTY, MISSOURI
REGISTERED PROFESSIONAL ENGINEER
BUILDING USE PATH PROJECT
AT GRADE CROSSING DETAILS
JEFFERSON ST.

Project: 06791 Contract: PM-07-2017
Drawing: rev. rev.
Sheet 17 of 208 sheets
No. 06791-0110-007.dgn

Exhibit D – Chipman Road Easement



FINAL PLANS
FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

CITY PROJECT NO. 11001-D
CHIPMAN ROAD
IMPROVEMENTS
RIGHT-OF-WAY PLAN
STA 44+50 TO STA 49+50

Lee's Summit
PUBLIC WORKS DEPARTMENT
220 SE Grand Street, Lee's Summit, MO 64065
PHONE: (816) 968-1800

DATE	08/03/11
DRAWN BY	NT
CHECKED BY	CJM
IN CHARGE	JRE
SURVEY BOOK NO.	
SHEET	52 OF 276

LEGEND

- Right-of-Way
- Permanent Easement
- Temporary Construction Easement

SCALE
1" = 20'

TRACTION 13
MICHAEL B. WYCKOFF AND DOUGLAS F. WYCKOFF
UNPLATTED

TRACTION 14
GERALD L. DEME AND
LINDA S. DEME
UNPLATTED

UNION PACIFIC RAILROAD

CHIPMAN ROAD
CHIMNEY FLOW

TRACTION 5
ROBERT S. GAULT AND
THERESE SUSAN GAULT
LOT 1, HUCKLEBERRY HOLLOW ESTATES

UNION PACIFIC RAILROAD

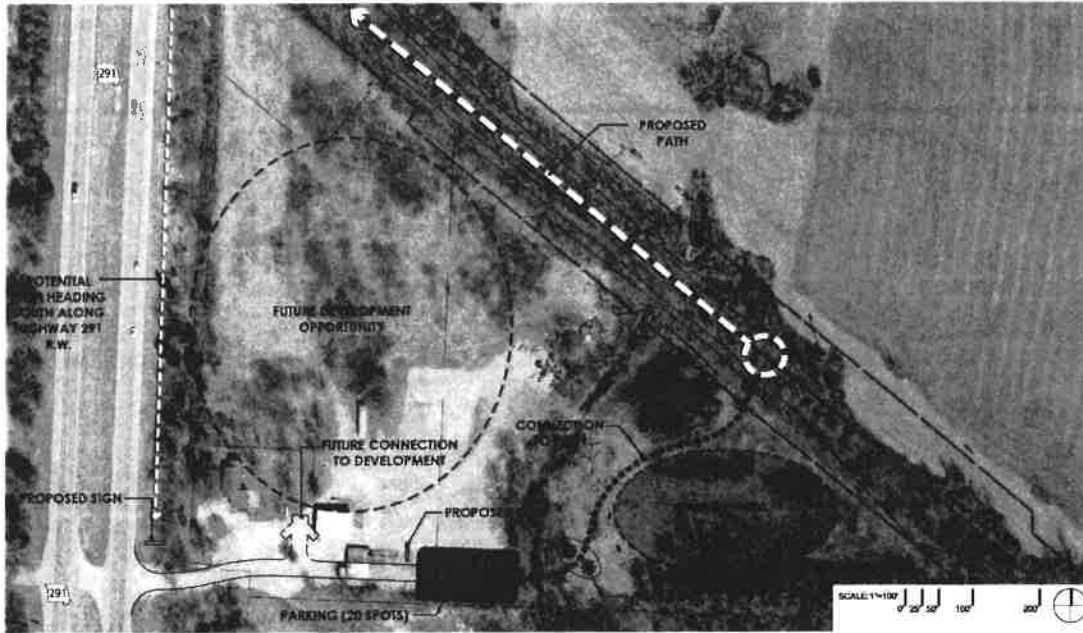
TRACTION 6
WILLIAM J. WOHLLEBER
UNPLATTED

BLANKET EASEMENT
GAS SERVICE COMPANY
DOCUMENT NO. 709626

TRACTION 4
SCOTT STANTON SMITH AND
CANDY DAN WACKERBACH
LOT 2, HUCKLEBERRY HOLLOW ESTATES

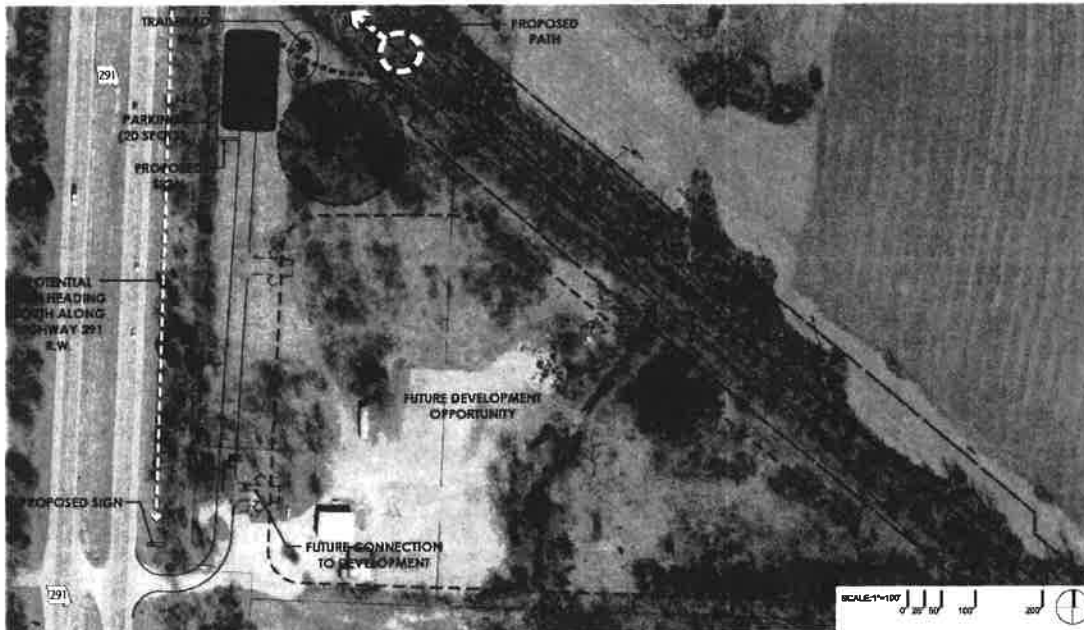
Exhibit E – MO-291 Trailhead Location Area

Estimated Cost: \$55,000 – \$240,000, not including land/ROW costs. Costs are scalable depending on preferred amenities.



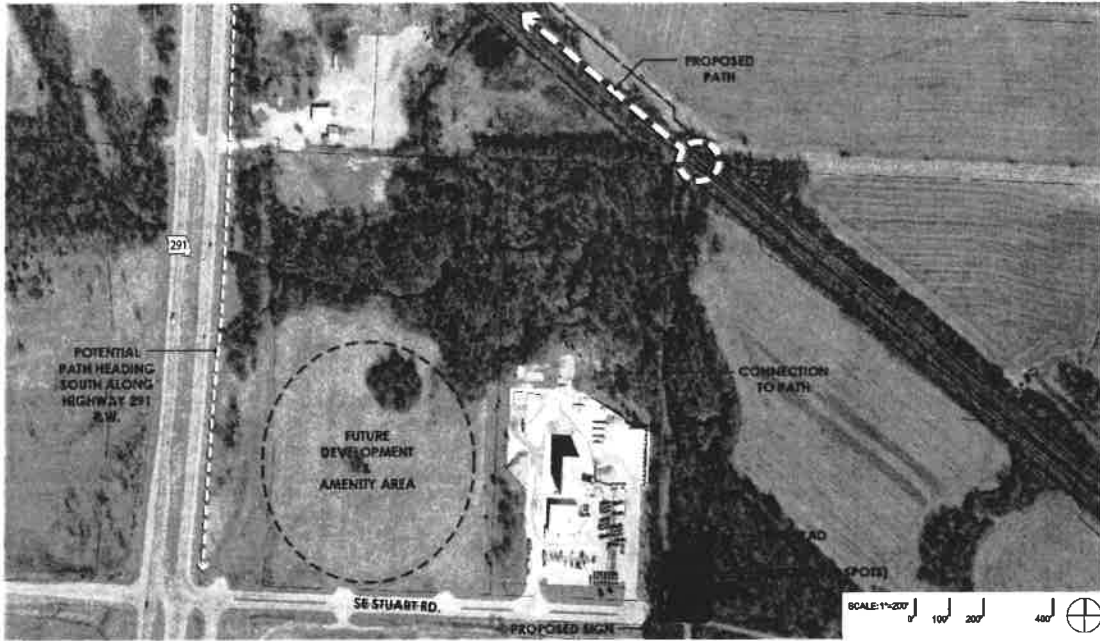
9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT A)
Rock Island Corridor Jackson County, MO

11600 BURNS MEDONNELL CONFLUENCE
February 13, 2017



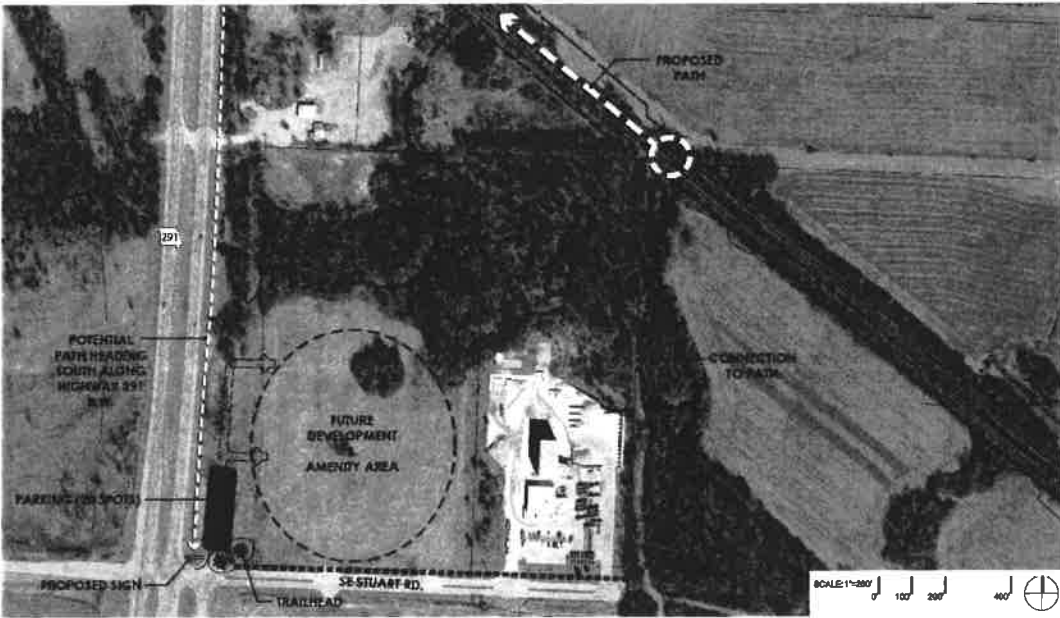
9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT B)
Rock Island Corridor Jackson County, MO

11600 BURNS MEDONNELL CONFLUENCE
February 13, 2017



9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT C)
 Rock Island Corridor 1 Jackson County, MO

BURNS & MCDONNELL CONFLUENCE
 February 13, 2017



9 SITE LOCATION 9 - HIGHWAY 291 (LAYOUT D)
 Rock Island Corridor 1 Jackson County, MO

BURNS & MCDONNELL CONFLUENCE
 February 13, 2017