

AN ORDINANCE APPROVING THE NORTH GATEWAY MONUMENT SUPPLEMENTAL FUNDING AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THE LEE'S SUMMIT MISSOURI MUNICIPAL BUILDING AUTHORITY, INC. AND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF LEE'S SUMMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY, AND RATIFYING THE CITY'S ORIGINAL CONTRIBUTION TO THE NORTH GATEWAY MONUMENT PROJECT.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "the City,") the Lee's Summit Missouri Municipal Building Authority, Inc. (hereinafter "LSMMBA,") and the Industrial Development Authority of Lee's Summit (hereinafter "IDA") entered into a Cooperative Agreement (hereinafter "Cooperative Agreement") which outlined the terms and conditions related to the design and construction of a monument sign and associated improvements to be located generally near the west side of Interstate 470, just north of Lakewood Boulevard, between the main line and the southbound off-ramp (hereinafter "the Project"); and,

WHEREAS, the Cooperative Agreement designated LSMMBA as the entity responsible for undertaking the Project, which included construction efforts as well as payment for the design and construction of the Project utilizing funds which were contributed from the City and the IDA; and,

WHEREAS, City previously made a contribution to LSMMBA for the Project in the total amount of \$50,000.00, as authorized by vote of the Council on October 8, 2015; and,

WHEREAS, IDA previously made a contribution to LSMMBA for the Project in the total amount of \$50,000.00 as required by the terms and conditions of the Cooperative Agreement; and,

WHEREAS, in light of environmental and design observations, it has been determined that additional funds are needed in order to complete the Project; and,

WHEREAS, City and IDA have each expressed their desire and intent to provide equal supplemental contributions to the LSMMBA in order to complete the Project; and,

WHEREAS, the parties have negotiated the terms and conditions of the North Gateway Monument Supplemental Funding Agreement, attached hereto as "Exhibit A" and incorporated herein by reference; and,

WHEREAS, the City desires to enter into said North Gateway Monument Supplemental Funding Agreement, to contribute such funds as contemplated in said Agreement, and to ratify the initial funding contribution provided by the City in conformance with the October 8, 2015 vote of the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the North Gateway Monument Supplemental Funding Agreement, attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth be and is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute said North Gateway

**BILL NO. 17-173**

**ORDINANCE NO. 8221**

Monument Supplemental Funding Agreement by and on behalf of the City, and is further authorized to effectuate the transaction of funds as contemplated in the North Gateway Monument Supplemental Funding Agreement to the LSM MBA in accordance with the terms and conditions of the same.

SECTION 3. That the original funding contribution by the City to the LSM MBA for the North Gateway Monument in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) is hereby ratified.

SECTION 4. That City officers and agents are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.


PASSED by the City Council for the City of Lee's Summit, Missouri, this 10<sup>th</sup> day of August, 2017.

  
Mayor *Randall L. Rhoads*

ATTEST:

  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this this 15<sup>th</sup> day of August, 2017.

  
Mayor *Randall L. Rhoads*

ATTEST:

  
Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

  
Chief Counsel of Management & Operations/Deputy City Attorney  
*Jackie McCormick Heanue*

## **NORTH GATEWAY MONUMENT SUPPLEMENTAL FUNDING AGREEMENT**

This NORTH GATEWAY MONUMENT SUPPLEMENTAL FUNDING AGREEMENT (hereinafter "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation, (hereinafter "City,") THE LEE'S SUMMIT, MISSOURI MUNICIPAL BUILDING AUTHORITY, INC., a Missouri not-for-profit corporation (hereinafter "LSMMBA,") and THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF LEE'S SUMMIT, a Missouri industrial development authority (hereinafter "IDA.")

### **RECITALS**

**WHEREAS**, on \_\_\_\_\_, City, LSMMBA and IDA entered into a Cooperative Agreement for the Construction and Dedication of a "Welcome To" Monument Sign (hereinafter "Cooperative Agreement") to be located at a point at or near the west side of Interstate 470, just north of Lakewood Boulevard, between the main line and southbound off-ramp (hereinafter "the Project"); and,

**WHEREAS**, the project was initially funded through the following contributions, which are collectively referred to as "the Project Funds:" 1) a contribution of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) from the City, as authorized by motion and affirmative vote of the City Council on October 8, 2015; and a contribution of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) from the IDA as contemplated in the Cooperative Agreement, as well as an additional contribution of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00); as well as additional contributions collected from the LSMMBA from various sources in the total amount of TWENTY TWO THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 44/100 DOLLARS (\$22,867.44); and,

**WHEREAS**, the Project Funds were donated to the LSMMBA for administration as contemplated by the Cooperative Agreement; and,

**WHEREAS**, it has been determined through the course of the initiation of the project that the costs for completion of the project will exceed the Project Funds available by approximately FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00); and,

**WHEREAS**, City and IDA each desire to provide additional equal funding contributions to the LSMMBA in order to supplement the Project Funds in order to assure that sufficient funds are available to cover expenses associated with the Project; and

**WHEREAS**, City, IDA and LSMMBA wish to enter into this Agreement in order to ratify previous agreements associated with the Project and to further establish the terms and conditions associated with the supplemental funding contributions for the Project.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and conditions herein contained, City, LSMMBA and IDA mutually agree as follows:

1. **Supplemental Funding by City.** City hereby agrees to provide a supplemental contribution to LSM MBA in the total amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) to supplement the Project Funds.
2. **Supplemental Funding by IDA.** IDA hereby agrees to provide a supplemental contribution to LSM MBA in the total amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) to supplement the Project Funds.
3. **Ratification of Cooperative Agreement.** Subject to the Supplemental Contributions as outlined herein, City, LSM MBA and IDA each agree that the promises, covenants and obligations of the Cooperative Agreement remain in effect and shall apply to this Agreement as though fully set forth herein.

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

**CITY OF LEE’S SUMMIT, MISSOURI**

\_\_\_\_\_  
 Stephen A. Arbo  
 City Manager

STATE OF MISSOURI    )  
                                   ) SS  
 COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said state, personally appeared Stephen A. Arbo, City Manager of the City of Lee’s Summit, known to me to be the same person who executed the foregoing instrument on behalf of the City of Lee’s Summit, Missouri and acknowledged the execution of the same as the duly authorized free and voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my and affixed my official seal at my office in Lee’s Summit, Jackson County, Missouri, the date and year last above written.

\_\_\_\_\_  
 Notary Public

My Commission Expires:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Industrial Development Authority of the City of Lee's Summit, Missouri, known to me to be the same person who executed the foregoing instrument on behalf of the Industrial Development Authority of the City of Lee's Summit and acknowledged the execution of the same as the duly authorized free and voluntary act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my and affixed my official seal at my office in \_\_\_\_\_, Jackson County, Missouri, the date and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**LEE'S SUMMIT, MISSOURI MUNICIPAL  
BUILDING AUTHORITY, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Lee's Summit Missouri Municipal Building Authority, Inc., known to me to be the same person who executed the foregoing instrument on behalf of the Lee's Summit, Missouri Municipal Building Authority, Inc. and acknowledged the execution of the same as the duly authorized free and voluntary act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my and affixed my official seal at my office in \_\_\_\_\_, Jackson County, Missouri, the date and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: