

**COOPERATIVE AGREEMENT FOR THE CONTRUCTION AND DEDICATION OF A
“WELCOME TO” MONUMENT SIGN BY AND BETWEEN THE LEE’S SUMMIT,
MISSOURI MUNICIPAL BUILDING AUTHORITY, INC., THE CITY OF LEE’S
SUMMIT, MISSOURI, AND THE INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF LEE’S SUMMIT, MISSOURI.**

THIS AGREEMENT, made and entered into the 25th day of May, 2016, by the **LEE’S SUMMIT, MISSOURI MUNICIPAL BUILDING AUTHORITY, INC.**, a Missouri non-profit corporation, hereinafter referred to as "**Authority**", the **CITY of LEE'S SUMMIT, MISSOURI**, a municipal corporation, hereinafter referred to as "**City**", and **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF LEE’S SUMMIT, MISSOURI**, a Missouri industrial development authority, hereinafter referred to as "**IDA**".

RECITALS AND DEFINED TERMS

WHEREAS, the Authority wishes to construct a “Welcome To” monument sign that that will identify the entrance to the City of Lee’s Summit 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, with this monument sign and associated improvements generally shown in the picture attached hereto as Exhibit ‘A’ and incorporated herein by reference; this monument sign, and all associated improvements, including all work necessary for the design, engineering and construction of said monument sign and improvements, is hereinafter referred to as the “Project”; and

WHEREAS, the Project is to be located within highway right-of-way controlled by the State of Missouri near the intersection of Interstate 470 and Lakewood Boulevard, more specifically shown in the map attached hereto as Exhibit ‘B’ and incorporated herein by reference (the “Property”); and

WHEREAS, various contributors have donated funds to the Authority for the purpose of funding costs associated with the design, engineering, and construction of the Project (the “Project Costs”). The City has previously contributed Fifty Thousand Dollars (\$50,000.00) to the LSMBA for Project costs and the IDA wishes to donate matching funds up to \$50,000 towards said costs (all funds donated to the Authority for the purpose of Funding the Project, including the matching funds to be donated by the IDA, are collectively referred to as the “Contributed Funds”); and

WHEREAS, the Missouri Highways and Transportation Commission (the “Commission”) has oversight and control of the Property and will not allow the location of the Project on the Property unless it will be owned and maintained by the City pursuant to a license agreement to be entered into between the City and Commission regarding the construction, placement and maintenance of the Project on the Property (the “License Agreement”), and given this situation the Authority wishes to transfer ownership of the Project to the City upon completion of the Project in accordance with and subject to the terms of the License Agreement to be entered into between the Commission, the authority and the City, and the City is willing to

accept ownership of the Project upon its completion and dedication by the Authority in accordance with the terms of this Agreement; and

WHEREAS, the City and Authority must obtain permission from state and federal agencies in order for the Project to be located on the Property, and this includes, among other things, the negotiation and execution of the License Agreement between the City, the Authority and the Commission; and

WHEREAS, the parties wish to enter into this Agreement in order to provide for the cooperative process by which the Project will be funded by the Authority and the IDA, constructed by the Authority, and dedicated to the City.

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

1. **GENERAL NATURE OF THE PROJECT.** It is understood by the Parties that the construction of the Project is contingent upon approval by state and federal authorities having oversight and ownership of the highway right-of-way upon which the Project is intended to be located, and that such approval includes, without limitation, the granting of a license by the Commission for the placement of the Project within State right-of-way. It is understood and agreed that the Project is not a City of Lee's Summit project, and that nothing in this Agreement is to be construed as rendering the Project a public works project. In the event of the failure to obtain any necessary approval, including the approval of the Commission and execution of the required License Agreement, this Agreement may be terminated upon written notice from the City.

2. **SERVICES TO BE PROVIDED BY THE CITY.** The City shall:

a. Apply to the appropriate local, state and federal agencies, authorities or entities as necessary or as required in order for the Project to be constructed and placed on the Property, including the License Agreement to be entered into between the City, the Authority and the Commission.

b. Submit a fully executed copy of the License Agreement to the Authority and the IDA upon receipt of same from the Commission.

c. Accept the dedication of the Project upon approval and acceptance of same by the City Engineer confirming that the Project was completed in accordance with the plans and specifications and the requirements of the Commission.

3. **SERVICES TO BE PROVIDED BY THE AUTHORITY.** The Authority shall:

a. Enter into License Agreement between City, Authority, and Commission.

b. Fund all Project Costs in accordance with applicable law. Project Costs shall include any and all costs associated with the maintenance and distribution of the

Project funds for the purposes outlined in this Agreement, including costs associated with maintaining a fund with Truman Heartland Foundation.

c. Select a Contractor to construct the Project in accordance with this Agreement, the License Agreement, and all applicable laws, codes, and regulatory provisions of the City, State of Missouri and the United States federal government. The Authority shall ensure that the Construction Contract with the Contractor incorporates the applicable provisions and requirements of the License Agreement, including, without limitation, the procurement of insurance, bonds or other security, and that the Contractor agrees to comply with said requirements. The Authority will seek prior approval of the City Attorney for confirmation that the Construction Contract incorporates these provisions. The Authority shall comply with all provisions of the License Agreement pertaining to the construction of the Project, including, without limitation, the posting of a cash escrow or other security to secure completion of the Project. The Authority further agrees that, to the extent permitted by law, it shall defend, indemnify and hold harmless the City, its employees, agents and elected officials, from any claim of liability whether based on a claim for damages to real or personal property to a person for any matter relating to or arising out of the Authority's wrongful or negligent performance of its obligations under this Agreement of the Construction Contract.

d. After the Authority has selected a Contractor to construct the Project, determined the Construction Contract amount, and received sufficient contributions to fully fund the Construction Contract, the Authority shall so notify the IDA, and contingent on the following, the Authority shall be thereafter authorized to release Contributed Funds for payment of Project Costs:

1. The License Agreement between the City, Authority, and the Commission has been fully executed; and
2. Authority shall provide the IDA a copy of the fully executed Construction Contract.

e. Obtain or otherwise ensure the obtainment of all necessary permits, approvals and authorizations necessary for the work associated with the Project, exclusive of those approvals that are to be obtained by the City pursuant to Section '1' above.

f. The Authority and its contractors shall not commence construction activities for the Project until the Authority has received a copy of the fully executed License Agreement and confirmation from the City Engineer that all approvals necessary to commence construction of the Project have been received.

g. Execute such documents as may be requested by the City in order to effectuate the transfer of ownership of the Project from the Authority to the City.

h. In the event that the total Project Costs are less than \$100,000, the Authority shall take one-half of the difference between the amount of the final Project Costs and \$100,000 and return such amount to the IDA and return the other half of the difference to the City..

i. The Authority shall hold the IDA and all other contributors of Contributed Funds, the City, and the Commission harmless from any and all claims for extra work, additional compensation, or other liabilities arising out of the design, engineering and construction of the Project.

j. The Authority further agrees that, by execution of this Agreement, the Authority's President, Brad Cox, is authorized to submit payments of Project Costs to contractors and execute such items as necessary to make such payments, all without seeking further approval of the Authority's Board of Directors.

4. **SERVICES TO BE PROVIDE BY THE IDA.** The IDA shall:

a. Upon execution of this Agreement by all Parties, the IDA shall deliver to the Authority its check in the amount of \$50,000.00 to be held in trust by the Authority for payment of Project Costs.

5. **NOTICES.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, return receipt requested, by delivered by overnight courier or by facsimile, addressed as follows:

AUTHORITY: LSMMBA, Inc.
Attn. President
220 SE Green Street
Lee's Summit, MO 64063

CITY: City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

with a copy to: City Attorney
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

IDA: The Industrial Development Authority for the City of Lee's
Summit, Missouri
c/o Robert Handley
Williams and Campo, P.C.
255 NW Blue Parkway, Suite 202
Lee's Summit, MO 64063

Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

6. **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 any of the other parties in performance of this Agreement.

7. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided that no party may assign or transfer its rights, obligations, or interest this Agreement without the express written consent of the other parties.

8. **AUTHORITY.** Each party certifies that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms, and that the persons executing this Agreement on behalf of each party have been duly authorized to do so.

9. **LAW.** This Agreement shall be construed and controlled pursuant to the Laws of the State of Missouri and any claims or legal actions which may arise pursuant to it shall have proper venue in Jackson County, Missouri.

10. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding between the parties related to the Project and the Property, and supersedes all prior written or oral communications between the parties regarding this subject.

11. **MISCELLANEOUS.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provisions of this Agreement. The rule that a document is construed against the drafting party shall have no application to the interpretation of this Agreement.

12. **EFFECTIVE DATE.** This Agreement shall become effective upon the date that the Agreement becomes fully executed by all parties. The Agreement shall remain in force until: terminated by the City as described in Section '1' above; 2) terminated through written notice of the City because of the Authority's abandonment of the Project; 3) terminated by mutual written agreement of the parties; or 4) completion of the Project and dedication and acceptance of same by the City.

[the remainder of this page is intentionally left blank; signature pages follow]

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

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

By: *Brad Cox*
Title: *President*
Date: *5/18/16*

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this *18th* day of *May*, 2016, before me, a Notary Public in and for said state, personally appeared *Cox*, *Brad* 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 corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in *Lee's Summit*, the day and year last above written.

Angela M. Wertenberger
Notary Public in and for said County and State
Angela M Wertenberger
(Type, print or stamp the name below Signature)

My Commission Expires:
4817



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

CITY OF LEE'S SUMMIT, MISSOURI
A Municipal Corporation of the State of Missouri

By: [Signature]
Title: City Manager
Date: 5/25/2016

Approved as to Form:

[Signature]
Office of the City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 25th day of May, 2016, before me, a Notary Public in and for said state, personally appeared Stephen Arbo 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 hand and affixed my official seal at my office in Lee's Summit, MO, the day and year last above written.

[Signature]
Notary Public in and for said County and State
Julie C. Pryor
(Type, print or stamp the name below Signature)

My Commission Expires:
4-9-2020



JULIE C. PRYOR
My Commission Expires
April 9, 2020
Jackson County
Commission #12517227

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

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

By: Laurence Pressly
Title: President
Date: April 14, 2016

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 14th day of April, 2016, before me, a Notary Public in and for said state, personally appeared Laurence Pressly 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, Missouri, and acknowledged the execution of the same as the duly authorized free and voluntary act and deed of said Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Lee's Summit, Mo, the day and year last above written.

Patricia Fowler
Notary Public in and for said County and State

Patricia Fowler
(Type, print or stamp the name below Signature)

My Commission Expires:
12/03/2017



PATRICIA FOWLER
My Commission Expires
December 3, 2017
Jackson County
Commission #13903063

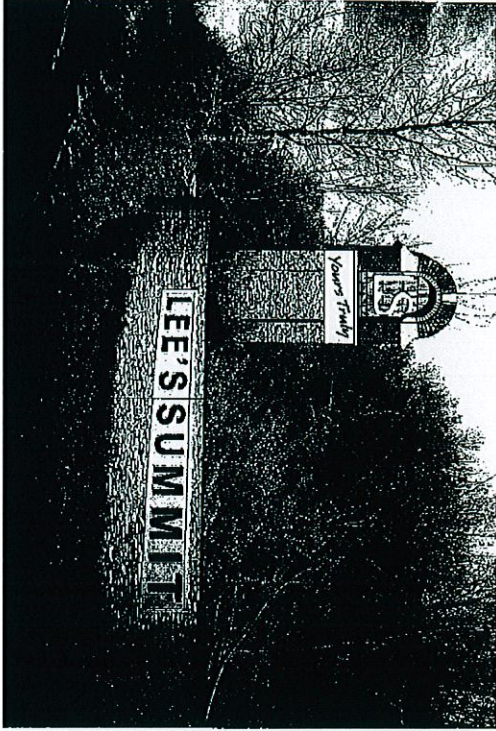
EXHIBIT A –PICTURE OF PROJECT

[attached]

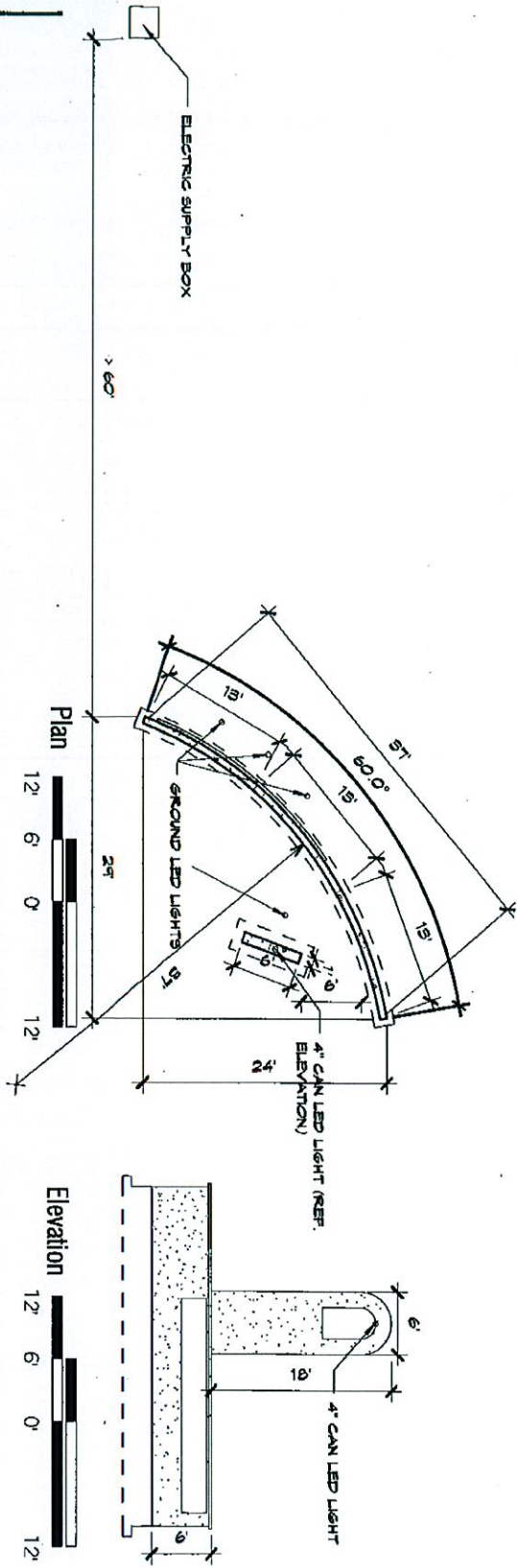
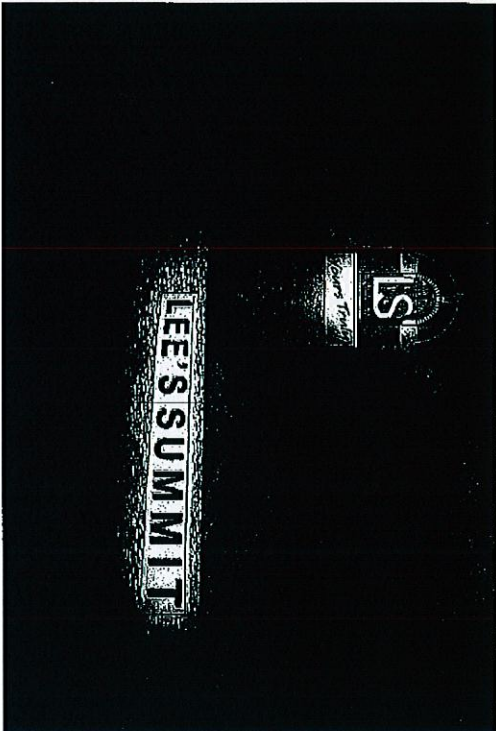
EXHIBIT

A

Daytime Rendering



Night-Time Rendering



hollis J miller architects



Lee's Summit Gateway

City of Lee's Summit, MO

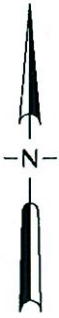
8.2.13

Plan-Elevation-Views

**EXHIBIT B – MAP SHOWING THE LOCATION OF THE PROJECT ON THE
PROPERTY**

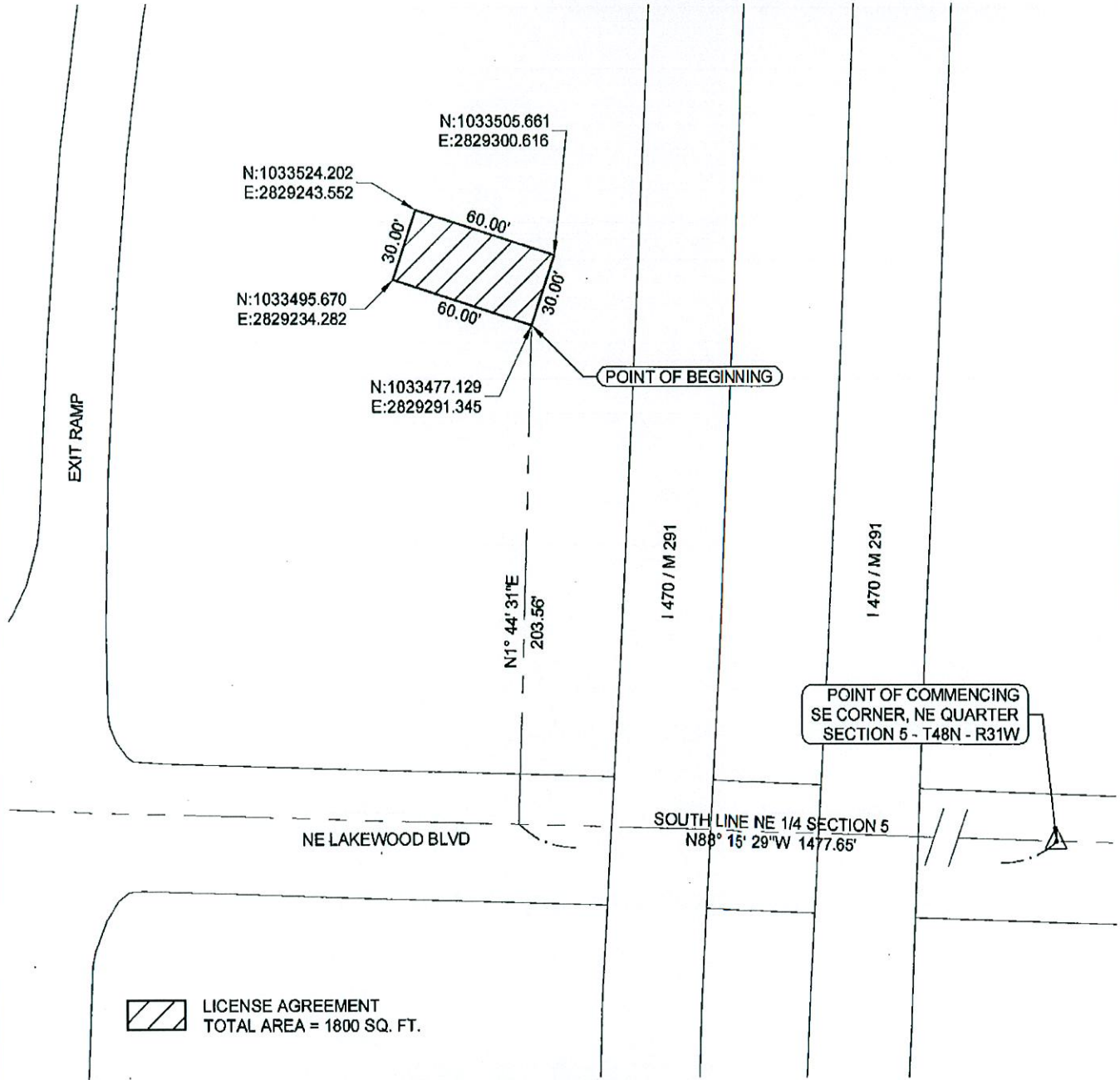
[attached]


EXHIBIT
B



LEGAL DESCRIPTION

IN THE NE 1/4 OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 31 WEST IN LEE'S SUMMIT, JACKSON COUNTY MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER, OF THE NORTHEAST QUARTER, OF SAID SECTION 5, THENCE NORTH 88°15'29" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 1477.65, THENCE NORTH 1°44'31" EAST A DISTANCE OF 203.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 18°0'0" EAST A DISTANCE OF 30', THENCE NORTH 72°0'0" WEST A DISTANCE OF 60', THENCE SOUTH 18°0'0" WEST A DISTANCE OF 30', THENCE SOUTH 72°0'0" EAST A DISTANCE OF 60' TO THE POINT OF BEGINNING CONTAINING 1800 SQ.FT.



 LICENSE AGREEMENT
TOTAL AREA = 1800 SQ. FT.



**LEE'S SUMMIT
MISSOURI**

PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64083

NORTH MONUMENT LICENSE AGREEMENT, I-470 ROW

Date: 3/30/16
Drawn By: TWS
Checked By: DM
FILE: NORTH - MONUMENT
Rev:
Rev: