

AN ORDINANCE APPROVING A DISSOLUTION AGREEMENT FOR THE STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, the Strother Interchange Transportation Development District (the "District") was formed on January 21, 2000 for the purpose of funding road projects to serve the district area that is generally located west of I-470 between Woods Chapel Road and Strother Road; and,

WHEREAS, the District imposed a sales tax for approximately 20 years to repay debt that was incurred by the District to fund the road projects; and,

WHEREAS, the District bonds have been fully repaid and the sales tax has been terminated; and,

WHEREAS, the District is seeking approval from the State Auditor to terminate in accordance with the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"); and,

WHEREAS, upon termination of the District, the TDD Act requires the District to account for all remaining funds after all indebtedness and obligations have been satisfied and thereafter disburse all remaining funds to the local transportation authority (the City), and the Missouri Highways and Transportation Commission (the "MHTC") to expend the excess funds on local and state transportation network costs in District area; and,

WHEREAS, the District funds which are managed by the City's Finance Department contain revenues which are not needed by the District and will be treated as excess funds (the "Excess Funds") and disbursed to the City and the MHTC pursuant to a contract between the District, the City and the MHTC; and,

WHEREAS, the City Council now desires to approve a Dissolution Agreement for the purpose of terminating the District and disbursing the District's Excess Funds.

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

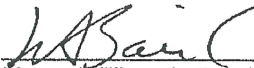
SECTION 1. The Strother Interchange Transportation Development District Dissolution Agreement which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Agreement"), is hereby approved and the City Manager is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City 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 and the Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

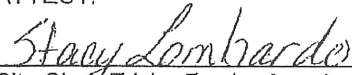
SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 29th September day of ~~October~~, 2020.




Mayor William A. Baird

ATTEST:

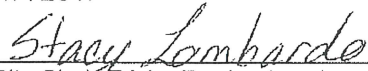

~~Deputy~~ City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this 29th September day of ~~October~~, 2020.



Mayor William A. Baird

ATTEST:


~~Deputy~~ City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:



City Attorney Brian Head

STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT

**RESOLUTION TO APPROVE DISSOLUTION AGREEMENT;
AND AUTHORIZING RELATED ACTIONS**

Adopted May 5, 2020

WHEREAS, the Strother Interchange Transportation Development District ("District") was declared organized by the Circuit Court of Jackson County, Missouri, on January 21, 2000, pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, Revised Statutes of Missouri ("TDD Act"); and

WHEREAS, by Resolution No. 2018-06 dated December 17, 2018, the District approved an election to repeal the Sales Tax and abolish the District pursuant to Section 238.275, RSMo, at a time deemed appropriate by the Executive Director, upon the advice of counsel; and

WHEREAS, by Resolution No. 2020-01 dated May 5, 2020, the District approved termination of its sales tax effective July 1, 2020, as part of the process to abolish the District; and

WHEREAS, the District expects that it will have excess funds ("Excess Funds") after it has paid any unpaid streetlight replacement project costs, administrative costs, and costs associated with the process to abolish the District and the District is abolished. Because the District's transportation projects include projects within right-of-way of the City of Lee's Summit, Missouri ("City") and within the right-of-way of the Missouri Highways and Transportation Commission ("MHTC"), a portion of the Excess Funds is payable to the City and a portion of the Excess Funds is payable to MHTC pursuant to the TDD Act; and

WHEREAS, the District desires to enter into the Dissolution Agreement with the City and MHTC to provide for the payment and allocation of Excess Funds.

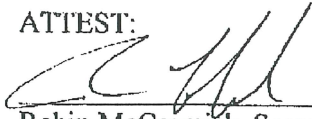
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT THAT:

1. The Dissolution Agreement is approved in substantially the form attached hereto as Exhibit A. The Chairman and Executive Director are authorized and directed to execute and deliver the Dissolution Agreement for and on behalf of the District, subject to such changes, additions or deletions such officer(s), upon advice of counsel, deems necessary or desirable and the execution and delivery of the Dissolution Agreement shall be conclusive evidence of such officer's approval thereof; and
2. The Chairman and Executive Director are authorized and directed to take such other actions as may be necessary to carry out of the intent of this Resolution and that execution of any such documents by the Chairman or Executive Director shall be conclusive evidence of their approval thereof.
3. This Resolution shall become effective immediately.



Michael D. Atcheson, Chairman

ATTEST:



Robin McCormick, Secretary

**STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT
DISSOLUTION AGREEMENT**

THIS STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT DISSOLUTION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF LEE'S SUMMIT, MISSOURI (the "City"), a charter city and political subdivision of the State of Missouri, the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ("MHTC"), an agency of the Executive Branch of the State of Missouri, and the STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT (the "District"), a transportation development district and political subdivision of the State of Missouri on this 7th day of October, 2020.

WITNESSETH:

WHEREAS, the District is a transportation development district and political subdivision of the State of Missouri, created and existing under the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"), for the purpose of funding, promoting, planning, designing, constructing, improving, maintaining, and operating bridge, street, road, highway, access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail, or other mass transit and any similar related improvement or infrastructure; and

WHEREAS, the City is a charter city and political subdivision of the State of Missouri and a local transportation authority as defined in the TDD Act; and

WHEREAS, the District was formed pursuant to the TDD Act, a petition (as amended, the "Petition") was filed with the Circuit Court of Jackson County (the "Circuit Court") seeking to form a transportation development district under the TDD Act, a Judgment was entered by the Circuit Court on January 21, 2000 (the "TDD Judgment") for the purpose of funding certain transportation projects and imposing a sales tax at the rate of one-half of one percent (0.5%) (the "TDD Sales Tax") to pay, in part, the costs of the Transportation Projects (as defined below); and

WHEREAS, in cooperation with the City and MHTC, the following transportation projects were approved and completed in accordance with the TDD Act: (a) a new interchange at the intersection of I-470 and Strother Road; (b) realignment and reconstruction as necessary of Strother Road; (c) realignment and reconstruction as necessary of Independence Avenue; (d) realignment and reconstruction as necessary of Ralph Powell Road; (e) improvements to the intersection of Ralph Powell Road and Woods Chapel Road, including the addition of turn lanes, road widening, addition of retaining walls, traffic signal upgrades and other infrastructure improvements; (f) improvements to the intersection of Independence Avenue and Woods Chapel Road, including traffic signal upgrades and other infrastructure improvements; (g) design and construction of Independence Avenue between Woods Chapel Road and NE Dick Howser Drive as a collector road connecting to Lakewood Drive, including excavation, retaining walls, traffic signals, and other infrastructure improvements; (h) design and construction of Akin Drive, including infrastructure improvements within the right-of-way; (i) design and construction of Akin Boulevard, including infrastructure improvements within the right-of-way; (j) design and construction of additional lanes on I-470 from Woods Chapel Road to Colbern Road as may be required by MHTC for the construction of the interchange at I-470 and Strother Road; and (k) design and construction of a collector road, approximately two and one-half miles in length, located east of I-470 and connecting Woods Chapel Road on the north with Rice Road at Leinweber Road south of Strother Road and connecting to Colbern Road on the south as may be required by MHTC and the City for the construction of the interchange at I-470 and Strother Road (collectively, the "Transportation Projects"); and

WHEREAS, portions of the Transportation Projects are on MHTC right-of-way and property and remaining portions of the Transportation Projects are on City right-of-way and property; and

WHEREAS, MHTC is an agency of the Executive Branch of the State of Missouri and improvements were made by the District on MHTC right-of-way and property; and

WHEREAS, the bonds issued by the District to fund, in part, the Transportation Projects, have been paid in full and the District desires to dissolve, pursuant to § 238.275 RSMo; and

WHEREAS, the District has remaining certain funds as well as the possibility of revenues which are currently owed to the District but have not yet been received; and

WHEREAS, pursuant to § 238.275.5(1) RSMo, upon dissolution the District is authorized to transfer any remaining funds to MHTC or any appropriate local transportation authority assuming maintenance and control of the project, for its further use and disposition; and

WHEREAS, MHTC and the City are willing to assume the responsibility for maintenance of all improvements made in each of their respective rights-of-way.

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the Parties do hereby agree as follows:

(1) CALCULATION OF EXCESS FUNDS: The District shall provide to the City and MHTC a written statement of the final excess funds that are available after subtracting an amount not to exceed \$80,500 to pay for the District's final wind-up costs, operating costs and professional fees (the "District Wind-Up Costs"), and such final amount shall be the "**Excess Funds**" as that term is used in this Agreement. The Excess Funds shall then be transferred to the City and MHTC as set forth below.

(2) TRANSFER TO MHTC: The District will transfer, or direct the City to transfer, forty percent (40%) of its Excess Funds to MHTC. In addition, any receipts received by the District or by the City on behalf of the District, which were owed prior to the dissolution but not yet received upon the dissolution shall be transferred to MHTC upon receipt in its 40% proportionate share. Parties agree that the right of MHTC to receive any future revenues shall survive the dissolution of the District. Payment will be made to "Director of Revenue-Credit State Road Fund" and payment will be forwarded to MHTC's counsel, Bryce Gamblin, at 1590 Woodlake Drive, Chesterfield, MO 63017.

(3) TRANSFER TO CITY: The District will transfer, or direct the City to transfer, sixty percent (60%) of its Excess Funds to the City. In addition, any receipts received by the District or by the City on behalf of the District which were owed prior to the dissolution but not yet received upon the dissolution shall be transferred to the City upon receipt in its 60% proportionate share. Parties agree that the right of the City to receive any future revenues shall survive the dissolution of the District. In accordance with the Amendment to First Amended and Restated Cooperative Agreement dated March 7, 2018 (the "TDD Cooperative Agreement"), and other agreements that the District and the City are parties to, the City agrees to utilize its proportionate share funds on City projects within the District area.

(4) FUTURE MAINTENANCE COSTS: MHTC hereby agrees to assume all future costs of maintenance of infrastructure placed on MHTC property or right-of-way by the District. The City agrees to assume all future costs of maintenance of infrastructure on City property or right-of-way within or in the vicinity of the District.

(5) RELEASE FROM FUTURE MAINTENANCE RESPONSIBILITY: Upon the dissolution of the District, MHTC and City release the District from all obligations related to the Transportation Projects and any further responsibility to maintain the infrastructure on MHTC property or right-of-way or on City property or right-of-way.

(6) APPLICABLE LAW: The laws of the state of Missouri shall apply to the interpretation and enforcement of this Agreement.

(7) SEVERABILITY: The agreements and covenants contained herein are severable, and in the event any portion thereof is held to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall continue in full force and effect and shall be interpreted as if such invalid agreement or covenant were not contained herein.

(8) MODIFICATION OF AGREEMENT: No modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

(9) WAIVER: Any waiver by either party of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce such provision hereof operate as waiver of such provision or of any provision hereof, nor constitute nor be deemed a waiver of release of any other party for anything arising out of, connected with, or based upon this agreement.

(10) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District, MHTC and the City.

(11) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(12) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(13) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(14) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(15) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this 7th day of October, 2020.

Executed by MHTC this 29 day of October, 2020.

Executed by the District this 14th day of October, 2020.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: [Signature]
Title: Chief Engineer

CITY OF LEE'S SUMMIT, MISSOURI

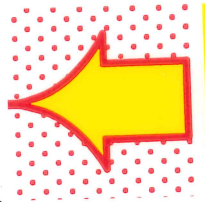
By: [Signature]
Title: City Manager

ATTEST:
[Signature]
Secretary to the Commission

ATTEST:
[Signature]
Title: City Clerk

APPROVED AS TO FORM:
[Signature]
Commission Counsel

APPROVED AS TO FORM:
[Signature]
Title: Chief Counsel of Economic Dev. & Planning



**STROTHER INTERCHANGE TRANSPORTATION
DEVELOPMENT DISTRICT**

By: [Signature]
Title: Chairman