

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

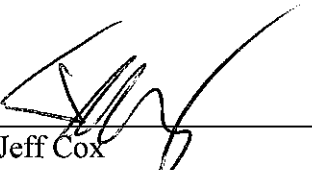
In the County Commission of Cass County, Missouri, at the April Term, 2017, held on the 11th day of May, 2017 amongst others, were the following proceedings:


RESOLUTION NO. 17-13 OF THE CASS COUNTY COMMISSION

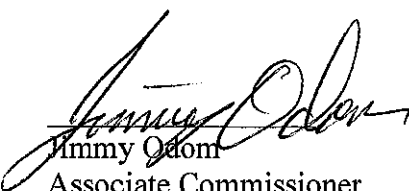
**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING SNOW
REMOVAL AND ROAD MAINTENANCE TO REGARDNG A CAPITAL
IMPROVEMENT PROJECT PAID FOR BY THE CITY OF LEE'S SUMMIT TO WARD
ROAD IMPROVEMENTS & MAINTENANCE (COUNTY LINE ROAD to 163rd St.)**

**BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS
COUNTY, MISSOURI, THAT**, the Commission hereby approves the Amendment to
Intergovernmental Agreement Regarding Snow Removal and Road Maintenance to Ward Road
and Maintenance of County Line Road to 163rd Street with City of Lee's Summit. The County
Commission is hereby authorized to sign the necessary documents on behalf Cass County,
Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

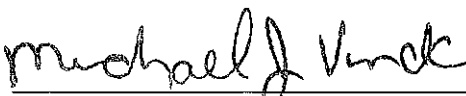
ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 11th
DAY OF MAY, 2017.


Jeff Cox
Presiding Commissioner


Monty Kisner
Associate Commissioner
Dist. 1


Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:


Michael J. Vinck, County Clerk
Clerk of the Commission



**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING SNOW
REMOVAL AND ROAD MAINTENANCE TO REGARDNG A CAPITAL
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ROAD IMPROVEMENTS & MAINTENANCE (COUNTY LINE ROAD to 163rd St.)**

This AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT entered into this **11th day of May, 2017**, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri municipal corporation ("City"), and **CASS COUNTY, MISSOURI**, a political subdivision of the state of Missouri ("County"), for the purpose of defining the roles and responsibilities of the parties with respect to a capital improvement project of the City with respect to Ward Road (County Line Road to 163rd Street).

WHEREAS, Ward Road is a roadway which runs within both the corporate limits of the City and outside the City's corporate limits under the jurisdiction of the County and is the subject of a 2009 Interlocal Governmental Agreement approved by the City Council by passage of Ordinance No. 6842, in which roles and responsibilities were agreed upon; and

WHEREAS, Improvements to Ward Road were approved by Lee's Summit voters as part of the 2007 Capital Sales Tax Renewal, hereinafter referred to as the "Project". This Project is primarily a complete streets project that includes sidewalk, shared-use path, street lighting, curb and gutter, enclosed storm drains, permitting requirements, utility relocations, culvert replacements or extensions, roadway widening to accommodate one vehicular lane in each direction of travel with turning lanes, pavement marking, signing, and pavement improvements, hereinafter referred to as the "Improvements;" and

WHEREAS, the Improvements within the County's jurisdiction will be along Ward Road from approximately 1,150 feet south of Fenwick Drive to 163rd Street. The design plans are attached hereto as Exhibit A and incorporated herein as if fully set forth.

WHEREAS, the Improvements shall be fully funded through the Lee's Summit Capital Sales Tax Renewal; and,

WHEREAS, the parties agree that the City shall use its best efforts to maintain all Improvements covered under the Project upon completion of the Project in the same manner as set out in the Interlocal Governmental Agreement for maintenance of Ward Road, within and without the City limits.

WHEREAS, this Intergovernmental Agreement is intended to set forth the obligations of the parties with respect to said capital improvements project work and in all other respects the Interlocal Governmental Agreement of 2009 shall remain in place.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Responsibilities of City

A. Bidding: City has/and or will bid the work for the Ward Road

Improvements, pursuant to the City's internal competitive bid processes and procedures, and all applicable federal laws and regulations and the laws and regulations of the state of Missouri.

B. Selection of Contractor: City shall approve the bid(s) selected for the award of contract(s) pursuant to its normal purchasing guidelines and practices.

C. Contract for Work: City shall enter into a contract with the successful bidder(s) to perform all or portions of the Improvements.

D. Costs incurred for the improvements to Ward Road: The City shall bear 100% of the costs incurred for the Improvements.

E. Maintenance: Upon completion of the Improvements, City shall endeavor to maintain said Improvements through use of its contractors or City staff/resources as set out in the 2009 Interlocal Governmental Agreement, and subject to normal City maintenance standards for like Improvements. Maintenance performed by the City shall be at the City's sole cost.

2. County Responsibilities

A. County shall approve all proposed plans for the Improvements which are subject to this Agreement, provided such plans are consistent with those contained in Exhibit A.

B. Ownership of Improvements: Upon completion of the Improvements, County shall own all such Improvements located within its roadway jurisdiction and County shall continue ownership of any and all right-of-ways and roadways it currently owns or has ownership interest in.

C. Right of Way Permits: County shall cooperate with City to provide necessary right-of-way or other permits necessary for the City or its Contractors to perform the improvements or maintenance thereto. No charge shall be made for such permits for this one project.

3. Applicable Standards and Approvals

A. General Provisions: City shall require contractor(s) to perform all work pursuant to this Agreement in accordance with all applicable federal, state and local laws.

B. Timing of Improvements: City anticipates time to complete the improvements to be completed by December 31, 2018. All work to be performed pursuant to this Agreement shall be performed in a timely manner in order to achieve completion by said date.

C. Warranty: City shall require every contractor performing work under this Agreement to provide no less than a one (1) year warranty against material defects and workmanship.

D. Bonding and Insurance: City shall require all Contractors performing work pursuant to this Agreement to maintain performance, payment, and maintenance bonds in accordance with applicable law and shall require that the names of both City and County appear as co-obligee on any bond(s) securing performance, payment and maintenance with regard to any contract which includes work pursuant to this Agreement. City shall require all Contractors performing work pursuant to this agreement to procure and maintain in effect insurance sufficient to meet the limits required by the City and shall require that such policy name both City and County as additional insured with regards to any contract which includes work pursuant to this Agreement.

E. Indemnification: Any indemnification obligation imposed on any contractor pursuant to the work performed pursuant to this Agreement shall require such contractor to indemnify both City and County to the same extent.

F. Prevailing Wage: City shall require all contractor and subcontractors performing work pursuant to this Agreement to comply with all laws regarding the payment of prevailing wages.

4. Complete Agreement: This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties , provided that all other provisions of the Interlocal Governmental Agreement of 2009 shall remain in full force and effect and are not intended to be amended, deleted or in any manner changed except as provided herein.

5. Sovereign Immunity: Both City and County agree that nothing herein shall be construed as a waiver of the City's sovereign immunity as provided for in the Revised Statutes of the State of Missouri, see RSMo. Sections 537.0600 et, seq. The parties further agree as follows:

A. County shall retain ultimate control over the Improvements located within its roadway jurisdiction.

B. The County's duties to provide roadways free of dangerous conditions shall continue to extend to the portions of Ward Road covered by this Project and the Improvements.

6. Captions. Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions.

7. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by both parties.

8. Jointly Drafted. The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.

9. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Missouri.

10. Termination. This Agreement may be terminated in writing by either party upon thirty (30) days' notice to the other party and prior to the commencement of any work pursuant to this Agreement.

11. Venue. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Cass County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

12. Assignment. Except as otherwise provided herein, neither party shall sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and express written consent of the other party.

13. Notice. Any notice required under the terms of this Agreement shall be deemed to have been given if mailed by United States mail, postage prepaid, and addressed as hereinafter specified. Notices to City shall be addressed as follows:

Director of Public Works
City Hall, 220 SE Green Street
Lee's Summit, Missouri 64063

Notices to County shall be addressed as follows:

Road and Bridge Superintendent
30508 S. West Outer Road
Harrisonville, Missouri 64701

14. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

15. Agreement Contractual. The terms and provisions of this Agreement are contractual and not mere recitals.

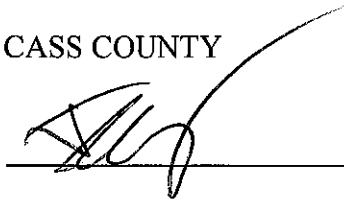
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LEE'S SUMMIT

CASS COUNTY

Mayor

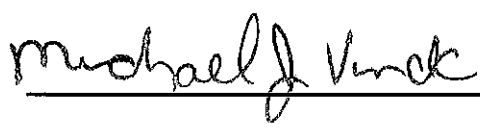


Jeff Cox, Presiding Commissioner Cass County

ATTEST:

ATTEST:

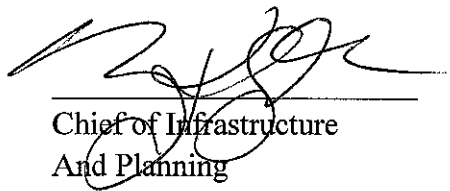
City Clerk




Mike Vinck, Cass County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

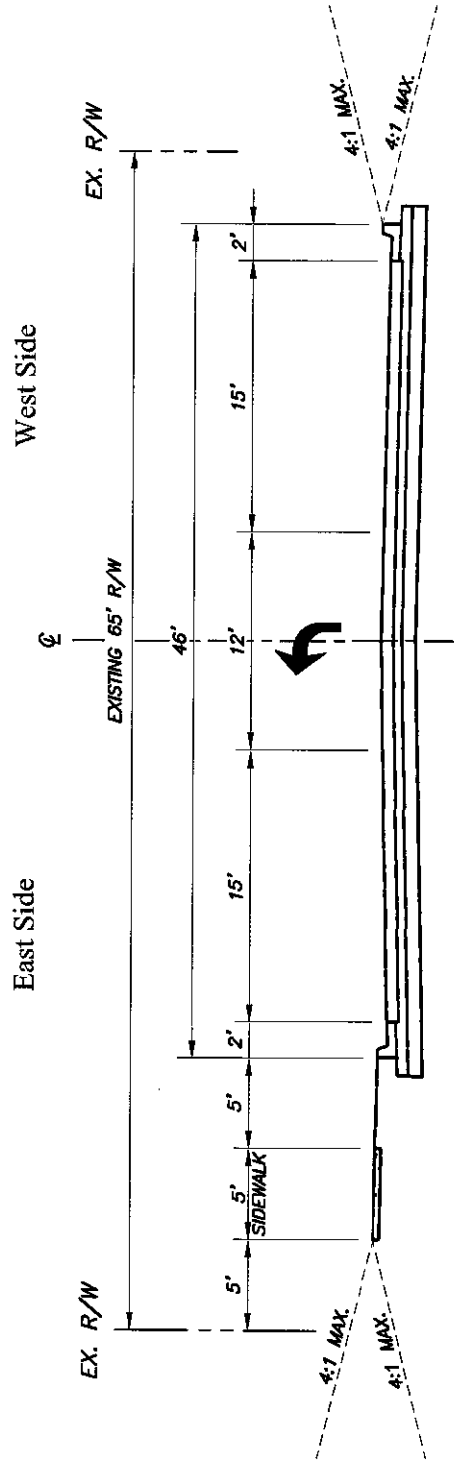


Chief of Infrastructure
And Planning



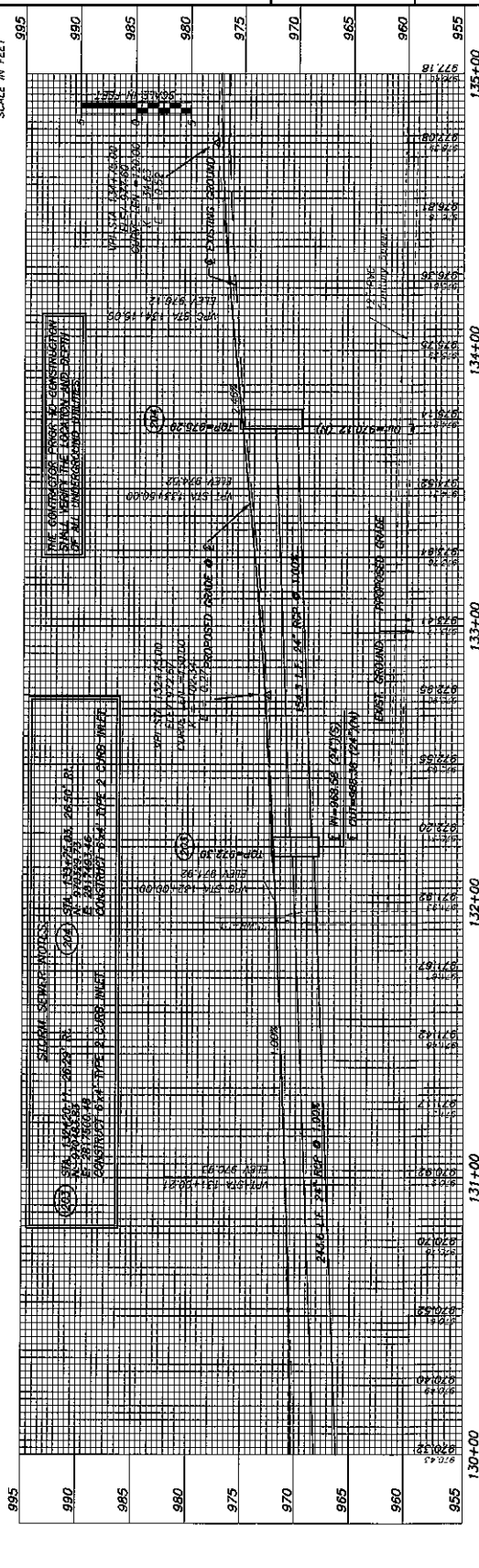
Paul Campo, Cass County Counselor

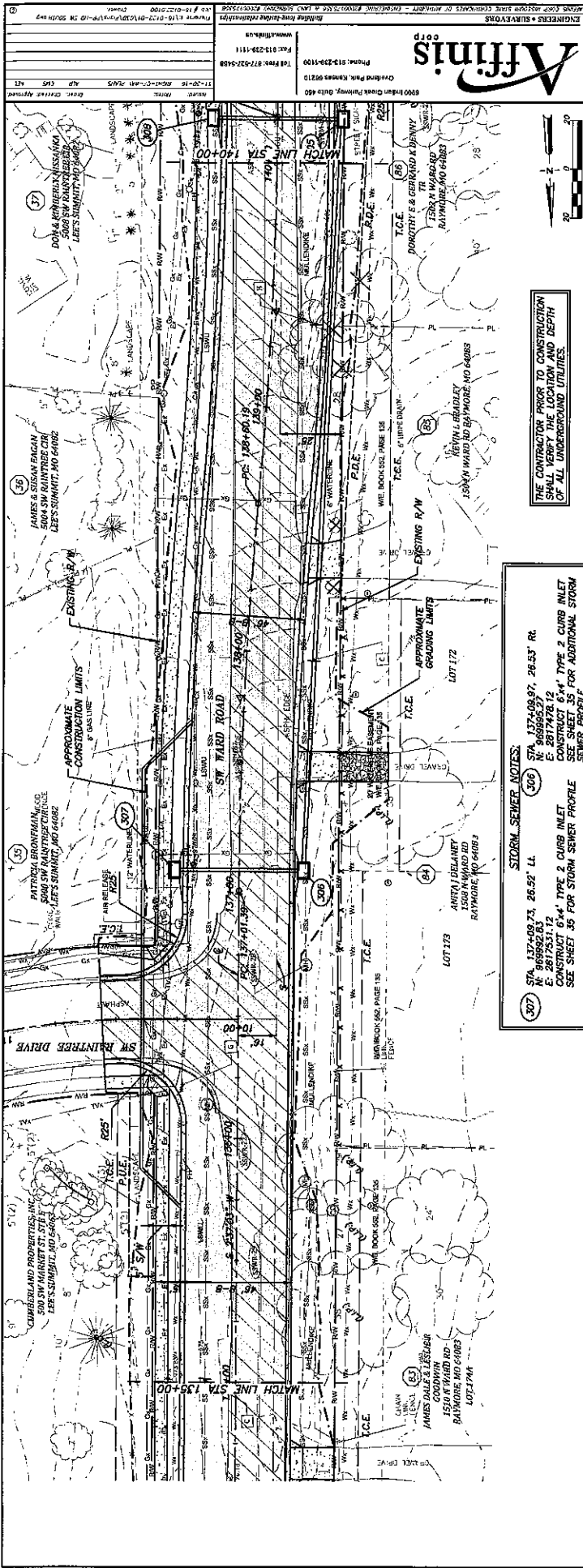
EXHIBIT A



WARD ROAD TYPICAL SECTION
15' OUTSIDE LANES

990	985	980
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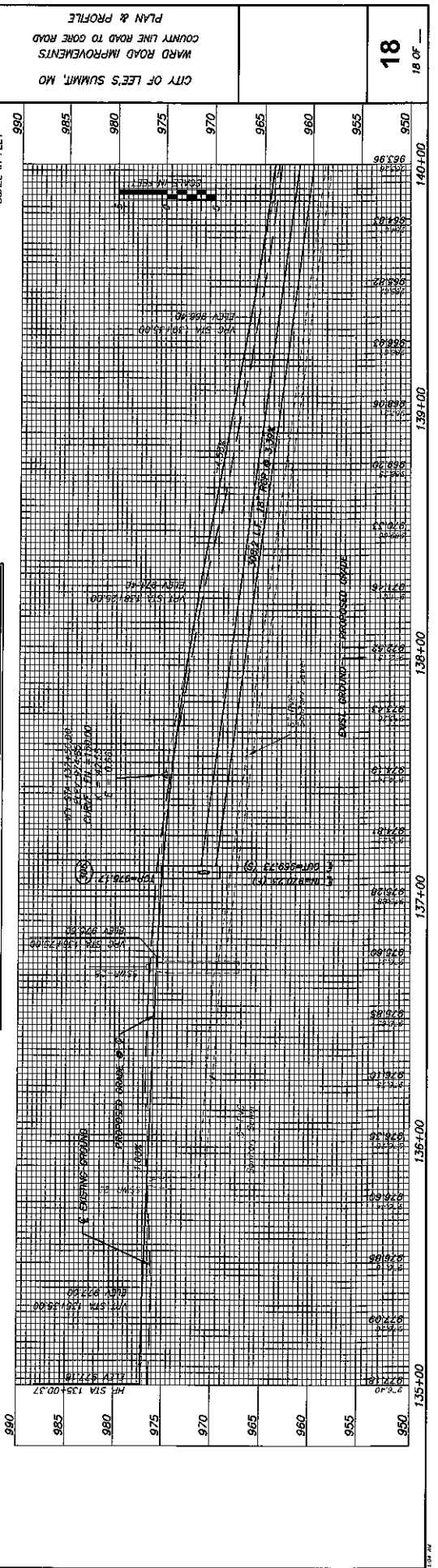




STORM SEWER NOTES:

307 STA 137+00.75, 26.52' LL
 N: 955926.83
 E: 2817531.12
 CONSTRUCT 6" TYPE 2 CURB INLET
 SEE SHEET 35 FOR ADDITIONAL STORM SEWER PROFILE

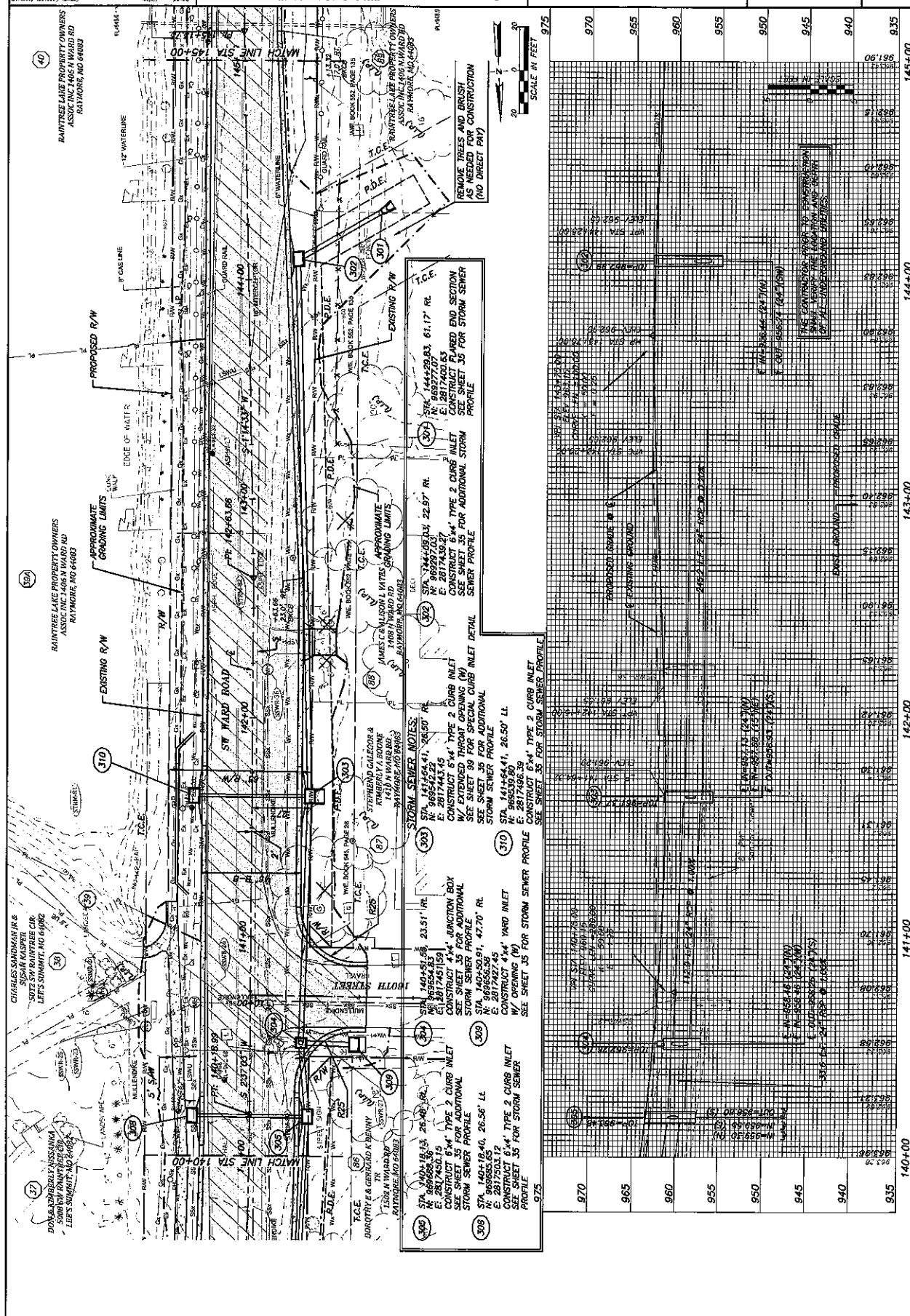
308 STA 137+00.97, 26.53' RL
 N: 955926.83
 E: 2817478.12
 CONSTRUCT 6" TYPE 2 CURB INLET
 SEE SHEET 35 FOR ADDITIONAL STORM SEWER PROFILE



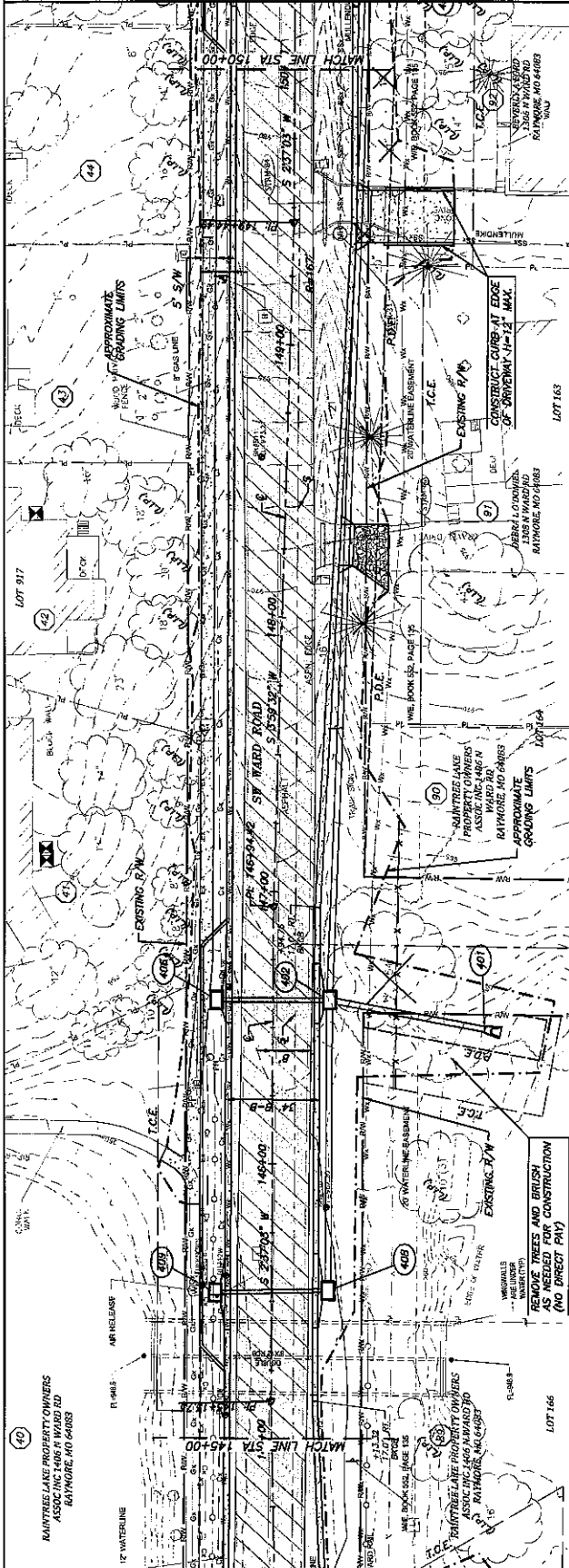
CITY OF LEE'S SUMMIT, MO
WARD ROAD IMPROVEMENTS
COUNTY LINE ROAD TO CORE ROAD
PLAN & PROFILE

CITY OF LEE'S SUMMIT, MO
WARD ROAD IMPROVEMENTS
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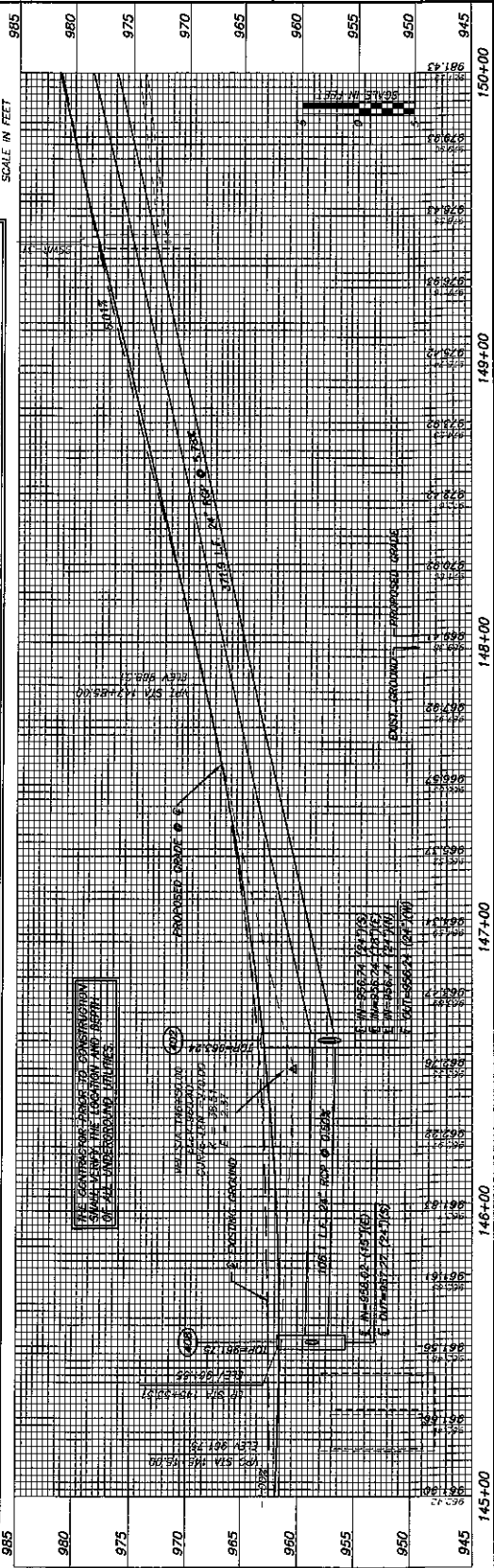
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affinis
8000 INSIDER CREEK PARKWAY, SUITE 210
CHANDLER PARK, KANSAS 66210
Phone: 913-239-1100
Toll Free: 877-627-5405
www.affinis.com



STORM SEWER NOTES:		
<p>403</p> <p>STA. 145+53.20, 20.50' LL</p> <p>N: 969151.49 E: 2817478.64</p> <p>CONSTRUCT 6" TYPE 2 CURB INLET SEE SHEET 36 FOR STORM SEWER PROFILE</p>	<p>404</p> <p>STA. 145+54.02, 20.50' RL</p> <p>N: 969152.53 E: 2817437.65</p> <p>CONSTRUCT 6" TYPE 2 CURB INLET SEE SHEET 36 FOR STORM SEWER PROFILE</p>	<p>405</p> <p>STA. 146+50.10, 20.50' RL</p> <p>N: 969094.57 E: 2817432.80</p> <p>CONSTRUCT 6" TYPE 2 CURB INLET SEE SHEET 36 FOR STORM SEWER PROFILE</p>



ENGINEER'S SURVEYORS
Affinis
 8900 Midland Creek Parkway, Suite 450
 Overland Park, Kansas 66212
 Phone: 913-231-1100
 Fax: 913-231-1111
 www.affinis.com

CITY OF LEES SUMMIT, MO
WARD ROAD IMPROVEMENTS
PLAN & PROFILE
 COUNTY LINE ROAD TO CORE ROAD

DATE: 11-20-18
 DRAWN: [blank]
 CHECKED: [blank]
 IN CHARGE: [blank]

PROJECT: 18-012-01-1001
 SHEET: 22 OF 22

