

## The History of 155th Street

### MARCH 2017

The City of Raymore passed Bill 3259, an ordinance that entered into a cooperative agreement with Kansas City, Missouri, for making improvements to 155th Street from Kentucky Road to Kurzweil Road and to rebuild a bridge within this segment.

Within this ordinance was the following clause whereas "Kansas City wishes to have Raymore manage the design and construction of the project since the intent is for Kansas City to de-annex this portion of 155th Street."

Each city paid for half of the project, with Kansas City reimbursing the City of Raymore after benchmarks were met.

### APR. 13, 2018

Kansas City reimburses the City of Raymore \$198,142.78 for project expenses related to the above referenced ordinance.

### OCT. 23, 2018

An email from Christopher Hughey representing the Development Management Division of Kansas City, Missouri, indicated the de-annexation ordinance should be on the December 18 agenda for the City Plan Commission.

### OCT. 26, 2018

In an email, Assistant Public Works Director Gregory Rokos was advised by Kansas City the process after the December 18 City Plan Commission meeting would take about three weeks, but due to the holidays, it would likely be February of 2019 before it was completed through the full council.

### DEC. 4, 2018

City Plan Commission recommends approval CD-CPC-2018-00194 — A request to approve an amendment to the City of Kansas City's Major Street Plan to remove E. 155th Street between the east and west city limits; starting approximately 600 feet EAST of Kentucky Rd to approximately 1,500 feet WEST of Kurzweil Road.

### FEB. 14, 2019

Kansas City reimburses the City of Raymore \$149,675 for the 155th Street improvements project.

### DEC. 2019

The City of Raymore passed Resolution 19-69 that accepted the 155th Street Reconstruction project as completed. Final payments were made and the final reimbursement invoice was sent to Kansas City.

### APR. 20, 2020

The City of Kansas City reimburses the City of Raymore for the remainder of their balance, a payment of \$324,916.13.

### OCT. 3, 2022

The City of Kansas City sends an email stating the Director of Public Works no longer wishes to go through with de-annexation.

Throughout the remainder of 2020-2022, the City of Raymore's Public Works Director continued to pursue the final de-annexation agreement with the City of Kansas City for 155th Street. Important to note, this agreement had been seen by the City Council and had passed the City Plan Commission, so it was only waiting on a final read before the City Council before being passed.



## RSMo Section 71.011(1)

**\*71.011. Transfer of certain land between municipalities, when — procedure — exception — concurrent detachment and annexation, procedure.** — 1. Except as provided in subsection 2 of this section, property of a municipality which abuts another municipality may be concurrently detached from one municipality and annexed by the other municipality by the enactment by the governing bodies of each municipality of an ordinance describing by metes and bounds the property, declaring the property so described to be concurrently detached and annexed, and stating the reasons for and the purposes to be accomplished by the detachment and annexation. One certified copy of each ordinance shall be filed with the county clerk, with the county assessor, with the county recorder of deeds, and with the clerk of the circuit court of the county in which the property is located, whereupon the concurrent detachment and annexation shall be complete and final. Thereafter all courts of this state shall take notice of the limits of both municipalities as changed by the ordinances. No declaratory judgment or election shall be required for any concurrent detachment and annexation permitted by this section if there are no residents living in the area or if there are residents in the area and they be notified of the annexation and do not object within sixty days.

<https://revisor.mo.gov/main/OneSection.aspx?section=71.011>



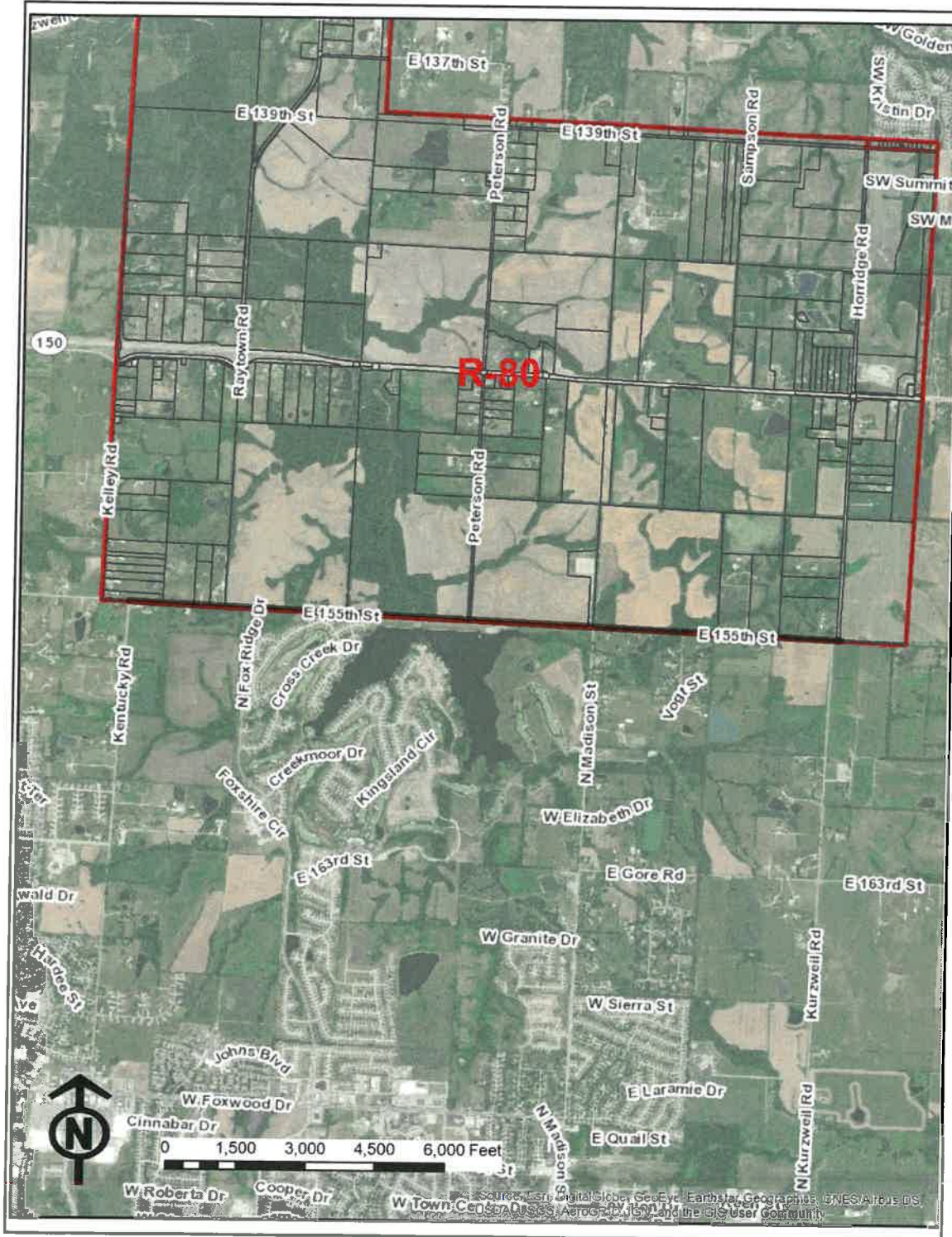


# Case No. CPC-2018-00212

A request to approve a the Deannexation of the 155th Street road Right-of-Way between Kentucky Rd and Kurzweil Rd from the City of Kansas City, MO. This right-of-way will be annexed by the City of Raymore, MO.

Hearing Date: 12/4/2018

Docket Item # 3a







**City Planning & Development Department  
Development Management Division**

15th Floor, City Hall  
414 East 12th Street  
Kansas City, Missouri 64106-2795

Ph: (816) 513-8801  
Fax:(816) 513-2838

**STAFF REPORT**

**November 30, 2018**

**(3a & 3b)**

**RE:** **A. Case No. CD-CPC-2018-00212 (Deannexation)**  
**B. Case No. CD-CPC-2018-00194 (Major Street Plan Amendment)**

**APPLICANT:** Jeff Martin, City Engineer  
City of Kansas City, MO – Public Works Department  
414 E 12<sup>th</sup> Street  
Kansas City, MO 64106

**OWNER:** City of Kansas City, MO – Public Works Department  
414 E 12<sup>th</sup> Street  
Kansas City, MO 64106

**AGENT:** Jeff Martin, City Engineer  
City of Kansas City, MO – Public Works Department  
414 E 12<sup>th</sup> Street  
Kansas City, MO 64106

**LOCATION:** **A.** Deannexation – the northern half of the E 155<sup>th</sup> St road right-of-way between Kentucky Rd and Kurzweil Rd.  
**B.** Major Street Plan Amendment – From the western City limit to the eastern City limit (approximately 600 ft west of Kentucky Rd and 1,500 ft east of Kurzweil Rd respectively).

**REQUESTS:** **A.** To deannex the northern half of the E 155<sup>th</sup> St road right-of-way between Kentucky Rd and Kurzweil Rd.  
**B.** To remove E 155<sup>th</sup> St from the City's Major Street Plan from the western City limit to the eastern City limit (approximately 600 ft west of Kentucky Rd and 1,500 ft east of Kurzweil Rd respectively).

**SURROUNDING LAND USE:** **North:** zoned R-80 – large acreage single family homes and agricultural uses  
**South:** (across E 155<sup>th</sup> St) zoned n/a – City of Raymore

**East:** (across Horridge Rd) zoned n/a – City of Lee's Summit  
**West:** (across Kelley Rd) zoned n/a – City of Grandview

**LAND USE PLAN:** The Longview Area Plan recommends the property as Residential Low Density which corresponds to the R-6, R-7.5, and R-10 zoning districts. The Deannexation and Major Street Plan Amendment had no effect on the recommended landuses from the Area Plan

**MAJOR STREET PLAN:** These applications remove E 155<sup>th</sup> St from the City's Major Street Plan.

**ARTERIAL STREET  
IMPACT FEE:** n/a

**NEIGHBORHOOD AND  
CIVIC ORGANIZAITONS  
NOTIFIED:** All adjacent property owners.

**PREVIOUS CASES:** n/a

**EXISTING CONDITIONS:**

E 155<sup>th</sup> Street is currently an unpainted 2-lane road with grass shoulders. For most of its length it serves as the boundary between the City of Raymore and Kansas City with half the width of the right-of-way being in each city and said half being the maintenance responsibility of each city.

**PLAN REVIEW/ ANALYSIS:**

As part of a road improvement project in partnership with the City of Raymore, the two cities will improve E 155<sup>th</sup> St between Kentucky Rd and Kurzweil Rd to a 2-lane road with shoulders and replace the closed bridge along it. An agreement has been reached that after this work is completed, the City of Raymore will assume maintenance responsibility for the entire right-of-way width and as a result the two parties have agreed in principal to deannexing that portion in Kansas City so that the entire right-of-way can be annexed into the City of Raymore. This request includes only public property; no private property is proposed to be deannexed.

Future long term maintenance of the roadway will then be exclusively the City of Raymore, except for approximately 600 ft west of Kentucky Rd and 1,500 ft east of Kurzweil Rd which will remain in the jurisdiction of the City of Kansas City, MO.

Additionally, all of E 155<sup>th</sup> St from the western City limit to the eastern City limit (approximately 600 ft west of Kentucky Rd and 1,500 ft east of Kurzweil Rd

respectively) will be removed from the City's Major Street Plan (see attached map).

**RECOMMENDATION:**

The City Planning and Development Department staff recommends that **Case No.'s CD-CPC-2018-00194 and CD-CPC-2018-00212** be approved based on the application, plans, and documents provided for review prior to the hearing with the following conditions:

**City Planning & Development – Development Management Division**

1. The City of Raymore files and records a companion annexation ordinance, resolution, or equivalent document for the northern right-of-way of E 155<sup>th</sup> Street.

Respectfully submitted,



Christopher Hughey, AICP  
Lead Planner

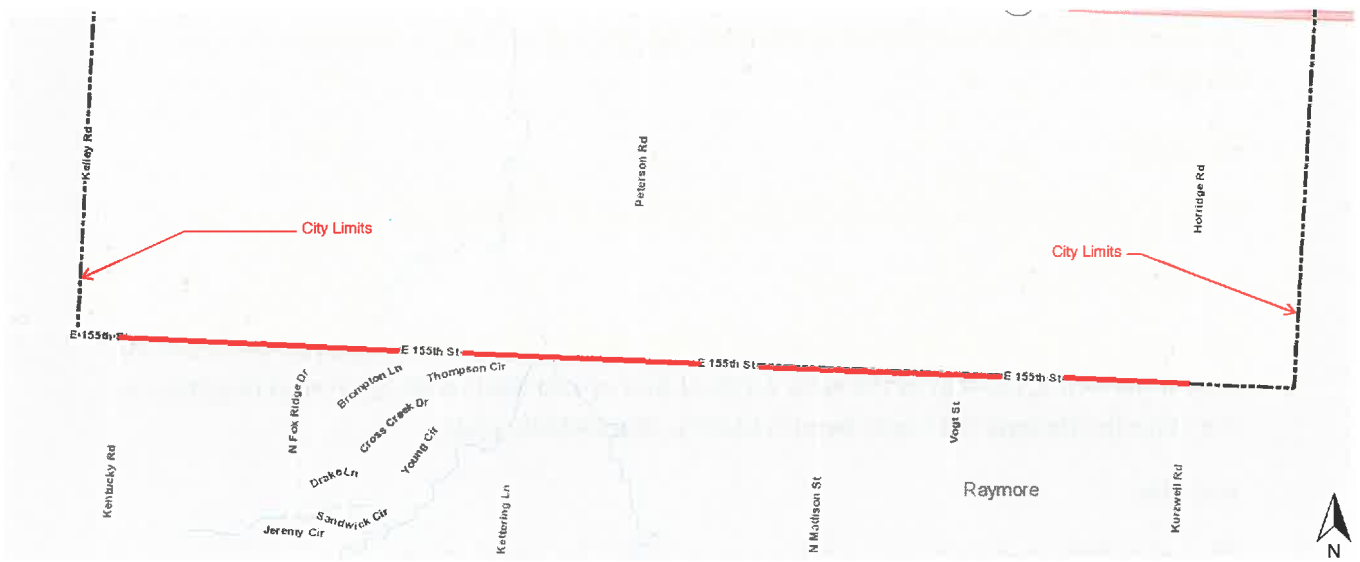
**ATTACHMENTS:**

1. Deannexation Map
2. Deannexation Legal Description
3. Major Street Plan Amendment Map

E 155th St from Kentucky Rd to Kurzweil Rd -  
Deannexation Location Map



E 155th St from Kentucky Rd to Kurzweil Rd -  
Deannexation Location Map



Property Description:

All that part of the Public Right-of-Way of East 155<sup>th</sup> Street (formerly called County Line Road) in Kansas City (as referenced in City Ordinance Number 21954), Jackson County, Missouri, as located in the South Half of Sections 32, 33, and 34 of Township 47 North, Range 32 West of the 5<sup>th</sup> Principal Meridian. Said East 155<sup>th</sup> Street Right-of-Way as surveyed between its centerline intersection with Kentucky and Kurzweil Roads of Cass County, Missouri, and situated on the north side of the south lines of said Sections, more particularly described in the six quarter sections as follows;

The south 25 feet of the Southwest Quarter of Section 32, T47N, R32W, except that part lying west of the centerline of Kentucky Road as now established. Said centerline location is measured along the South line of said Section, 591.64 feet east of the Southwest Corner thereof.

And also;

The south 20 feet of the Southeast Quarter of Section 32, T47N, R32W.

And also;

The south 20 feet of the Southwest Quarter of Section 33, T47N, R32W, and also the south 40 feet of the east 1,450 feet of the west 2,176.41 feet of said Southwest Quarter as described in the recorded General Warranty Deed I1122075, (Book)I2270, P581.

And also;

The south 20 feet of the Southeast Quarter of Section 33, T47N, R32W.

And also;

The south 20 feet of the Southwest Quarter of Section 34, T47N, R32W.

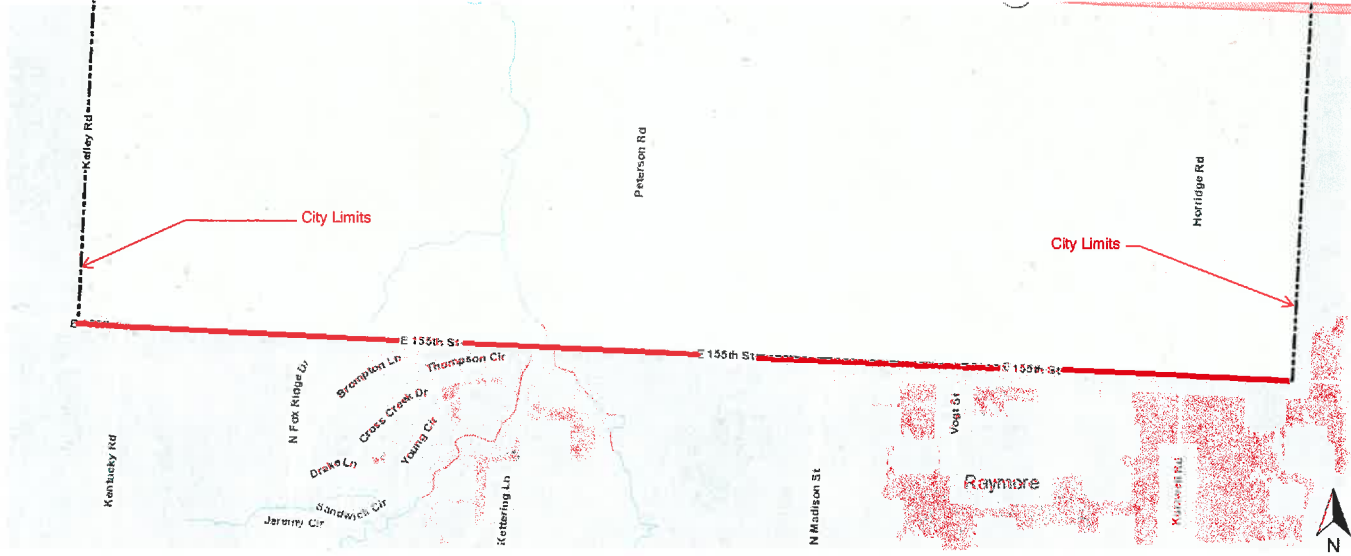
And also;

The south 25 feet of the Southeast Quarter of Section 34, T47N, R32W, except that part lying east of the centerline of Kurzweil Road as now established. Said centerline location is measured along the South line of said Section, 125.97 feet west of the Southeast Corner thereof, also being the Northwest Corner of Section 2, T46N R32W.

Between the east & west city limits; starting approximately 600 feet west Kentucky Rd to approximately 1,500 feet east of Kurzweil Rd.  
Major Street Plan Amendment Location Map



Between the east & west city limits; starting approximately 600 feet west Kentucky Rd to approximately 1,500 feet east of Kurzweil Rd.  
Major Street Plan Amendment Location Map



COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF RAYMORE, MISSOURI FOR THE PURPOSE OF COMPLETION OF EAST 155<sup>th</sup> STREET ROAD AND BRIDGE IMPROVEMENTS FROM KENTUCKY ROAD TO KURZWEIL ROAD

This Cooperative Agreement for transportation related improvements is made by and between the City of Kansas City, Missouri, a municipal corporation, (hereinafter referred to as "Kansas City"), and the City of Raymore, Missouri, a municipal corporation (hereinafter referred to as "Raymore").

**WHEREAS** Raymore and Kansas City both desire for certain roadway and bridge improvements to be completed along East 155<sup>th</sup> Street from Kentucky Road to Kurzweil Road (hereinafter referred to as "the Project"); and

**WHEREAS** The city limit line shared by Kansas City and Raymore runs approximately down the middle of East 155<sup>th</sup> Street; and

**WHEREAS** Kansas City wishes to have Raymore manage the design and construction of the Project since the intent is for Kansas City to de-annex this portion of East 155<sup>th</sup> Street; and

**WHEREAS** Work for the Project will be funded by each city with each paying one half of the Project costs; and

**WHEREAS**, the Project would not be realized absent a cooperative effort between Kansas City and Raymore;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereby mutually agree as follows:

Agreement

**PART I: SPECIFIC TERMS AND CONDITIONS**

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between Kansas City and Raymore whereby Kansas City will reimburse Raymore for one half, not to exceed seven hundred thousand dollars (\$700,000.00), of the work undertaken by Raymore for the design and construction of roadway and bridge improvements to East 155<sup>th</sup> Street from Kentucky Road to Kurzweil Road.
2. **Cost Sharing.** The total cost of the Project which includes design, right-of-way, utility relocation, construction, inspection, construction management, and material testing is currently estimated at \$1,400,000.00. Subject to the appropriation of funds, Kansas City agrees to reimburse up to \$700,000.00 towards the Project. Subject to the appropriation of funds, Raymore agrees to pay up to \$700,000.00 towards the Project.

If the cost of the Project exceeds the estimated total project cost, the City of Kansas City shall not be obligated to reimburse more than the agreed up \$700,000 share and Raymore, at its sole discretion, may either;

- A. Terminate this Agreement thereby relieving the Parties of their obligations of the same, or
- B. Allocate supplemental funding for the same as may be necessary to complete the Project.

3. **Definitions.** Unless otherwise specified in this Agreement, the following words have the meanings indicated herein, which are applicable to both the singular and plural thereof:

*Contractor* means any construction company hired by Raymore and approved in writing by Kansas City, including any of said construction company's sub-contractors, to perform construction services for the Project.

*Project* means the design and replacement of the 155<sup>th</sup> Street bridge between Madison Street and Vogt Road and the base stabilization and resurfacing of 155<sup>th</sup> Street between Kentucky Road and Kurzweil Road.

*Construction* means removing the existing bridge on 155<sup>th</sup> Street between Madison Street and Vogt Road and constructing a new two lane bridge or box culvert at this location and the base stabilization and resurfacing of 155<sup>th</sup> Street between Kentucky Road and Kurzweil Road. The work includes constructing a bridge or reinforced concrete box culvert, roadway base tilling and stabilization, asphalt milling, asphalt roadway wedging and resurfacing, pavement marking, signing, work zone traffic control, site restoration, erosion control and customer service interaction.

4. **Obligations of Kansas City.** Kansas City agrees to:

- A. Review and either accept or reject plans associated with the Construction of the Project within fourteen (14) days of receipt of the plans from Raymore. Plans shall be deemed accepted if not rejected in writing and delivered to Raymore within fourteen (14) days.
- B. Review and either accept or reject the selection of the Contractor for the Project within fourteen (14) days of being notified of Raymore's selection. Selection of the contractor shall be deemed accepted if not rejected in writing and delivered to Raymore within fourteen (14) days.
- C. Review and either accept or reject costs associated with the Construction of the Project within fourteen (14) days of receipt of the costs from Raymore. Costs shall be deemed accepted if not rejected in writing and delivered to Raymore within fourteen (14) Days.

- D. Subject to the appropriation of funds, reimburse Raymore, within thirty (30) days of receipt of approved invoice, for one half of the Project costs. The City's reimbursement shall not to exceed seven hundred thousand dollars (\$700,000.00).
- E. Comply with all other requirements applicable to Kansas City as set forth in this Cooperative Agreement.

5. **Obligations of Raymore.** Raymore agrees to:

- A. Perform any needed design and obtain any needed permits in order to bid and construct the Project.
- B. Obtain any needed right of way or easements needed in order to construct the Project.
- C. Bid the Project pursuant to Raymore's competitive bid processes and procedures, and all applicable federal laws and regulations and the laws and regulations of the state of Missouri.
- D. Enter into a contract with the successful bidder(s) to perform Construction services for the Project.
- E. Submit all project plans and costs associated with work to be done to Kansas City for approval prior to the work being done.
- F. Require Contractor to perform all work in connection with the Project in accordance with all applicable federal, state, and local laws.
- G. Require all work done in the Kansas City's city limits to adhere to Kansas City's design standards as required by the approved design plans.
- H. Inspect and oversee all Project activities.
- I. Require Contractor performing work in connection with the Project to maintain performance and payment bonds in accordance with applicable law, and require that the names of both Raymore and Kansas City appear as co-obligee on any bond(s) securing performance, and payment with regard to any contract which includes work pursuant to the Project. Raymore shall require Contractor performing work pursuant to this agreement to procure and maintain in effect insurance as required by this Agreement, and shall require Contractor to indemnify Kansas City.
- J. Require Contractor to comply with all laws regarding the payment of prevailing wages.
- K. Be responsible for paying Contractor for work on the Project.
- L. Upon completion of the Project, submit to Kansas City two sets of as-built plans for the bridge and the final accounting of all costs and expenses incurred for the Project.

- M. Upon completion of the Project, invoice Kansas City for reimbursement due to Raymore pursuant to the terms of this Agreement.
- N. Submit change order requests to Kansas City for review and approval.

## PART II: GENERAL TERMS AND CONDITIONS

1. **Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The parties (1) shall submit exclusively to the jurisdiction of the state and federal courts located in Cass County, Missouri; (2) shall waive any and all objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.
2. **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. Kansas City and Raymore reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing 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.
3. **License to use right-of-way.** Kansas City hereby grants to Raymore, its representatives, employees, engineers, consultants, Contractor and surveyors a license to use that portion of the public right-of-way in order to allow the performance of the Project in accordance with the terms of this Agreement. The term of the license shall run concurrently with the term of this Agreement and shall expire at the time Kansas City accepts the Project deliverables from Raymore. The grant of a license by Kansas City to Raymore shall not constitute a conveyance of any interest in the public right-of-way.
4. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
5. **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.
6. **Severability of Provisions.** Except as specifically provided in this Agreement, 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.

7. **Audit.** Kansas City shall have the right to audit this Agreement and all books, documents and records relating thereto. Raymore shall maintain all its books, documents, plan sets, record drawings and records in hard copy and electronic version relating to this Agreement during the contract period and for three (3) years after the date of final reimbursement by Kansas City. The books, documents and records shall be made available to Kansas City within ten (10) days after the written request is made. Raymore shall require its Contractor to comply with this provision in connection with services performed on the Project.

8. **Assignment.** Neither Kansas City nor Raymore 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.

9. **Conflicts of Interest.** Raymore and its Contractor shall certify that no officer or employee of Raymore or Kansas City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of Raymore or Kansas 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 Raymore, Kansas City or the selected Contractor in this Agreement.

10. **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.

11. **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.

12. **Representations.** Kansas City and Raymore 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.

13. **Records of Agreement.** The City Clerk's office for each respective city will be provided a copy of the executed agreement.

14. **Notices.** All notices required by this Cooperative Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:

KANSAS CITY:      Director of Public Works  
                            20<sup>th</sup> Floor, City Hall  
                            414 E. 12<sup>th</sup> Street  
                            Kansas City, MO 64106

RAYMORE:            Director of Public Works  
                            100 Municipal Circle  
                            Raymore, MO 64083

All notices are effective two (2) business days after the date postmarked or upon receipt if delivered by a courier. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

15. **General Indemnification.** Raymore's contracts with every person or entity receiving any portion of the funds provided by Kansas City herein shall require such persons or entities to defend, indemnify, and hold harmless Kansas City and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions caused in whole or in part by such person's or entities' employees, agents, or contractors, or others for whom such person or entity is legally liable, regardless of whether or not caused in part by any act or omission of Kansas City, its agencies, officials, officers or employees.

16. **Indemnification for Professional Negligence.** If Raymore hires any architect or engineer in connection with the Construction of the Project, including but not limited to any design professional required by this Agreement to be retained, then Raymore's contracts with its architects or engineers shall cause each such architect, and engineer to indemnify and hold harmless Kansas City 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 architect or engineer, its employees, agents or others for whom such architect or engineer is legally liable, in the performance of professional services.

17. **Insurance.** Raymore shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by Kansas City herein to procure and maintain, in effect throughout the duration of this Cooperative Agreement, insurance coverage not less than the types and amounts specified below. Raymore shall further require, and shall ensure that, Kansas City is named as an additional insured and shall provide to Kansas City a certificate of insurance, or its equivalent, demonstrating the same.

1. Worker's Compensation coverage as required by statute.
2. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
  - a. General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Missouri Revised Statutes section 537.610.
  - b. Products-Completed Operations Aggregate: \$1,000,000
  - c. Personal and Advertising Injury: \$1,000,000
  - d. Each Occurrence (Bodily Injury and Property Damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610.
  - e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
  - f. Excess or Umbrella Liability
    - 1) General Aggregate: \$2,000,000
    - 2) Each Occurrence: \$2,000,000
3. Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610 for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

Regardless of any approval by Kansas City, it is the responsibility of Raymore and every person or entity receiving any portion of the funds provided by Kansas City herein to maintain the required insurance coverage in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve Raymore of any contractual obligation or responsibility. In the event Raymore fails to ensure that the required insurance is maintained in effect, Kansas City may order that the Project immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Cooperative Agreement as provided for herein and by law.

18. **Compliance with Laws.** Raymore and its Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.

19. **Term.** This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Agreement and acceptance by Kansas City of the Kansas City controlled portion of the Project.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

21. **Future appropriations.** Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

22. **Default and Remedies.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

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

[SIGNATURES BEGIN ON NEXT PAGE]

CITY OF KANSAS CITY, MISSOURI

By Sherris K. McIntyre  
Sherri K. McIntyre, PE  
Title Director of Public Works

ATTEST:

By Marilyn Sanders  
Marilyn Sanders  
Title City Clerk

Ordinance No. 170063

Approved as to Form:

By Katherine Chandler  
Katherine Chandler  
Title Assistant City Attorney

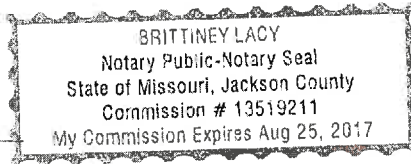
State of Missouri     )  
                                  )ss  
County of Jackson    )

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of March, 2017 before me, the undersigned, a notary public in and for Kansas City, Missouri (Jackson County) and state aforesaid, came **Sherri McIntyre, PE., Director of Public Works** of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, ~~Vickie Thompson~~ **Vickie Thompson**, City Clerk, of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal, the day and year last above written.

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

My commission expires:



**RAYMORE, MISSOURI**

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Approved as to form:**

BY: \_\_\_\_\_  
City Attorney

Ordinance #: \_\_\_\_\_  
State of Missouri     )  
                                  )ss  
County of Jackson    )

**BE IT REMEMBERED**, that on the \_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned notary public in and for Lee's Summit, Missouri (Jackson County) and state aforesaid, came **Kris Turnbow, Mayor for the City of Raymore, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and acknowledged said instrument to be the free act and deed of said corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal, the day and year last above written.

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

My commission expires:

\_\_\_\_\_

ORDINANCE NO. 170063

Authorizing the Director of Public Works to enter into a \$700,000.00 Cooperative Agreement with the City of Raymore, Missouri for the purpose of the completion of East 155th Street road and bridge improvements from Kentucky Road to Kurzweil Road.

WHEREAS, Raymore and Kansas City both desire for certain roadway and bridge improvements to be completed along East 155th Street from Kentucky Road to Kurzweil Road (hereinafter referred to as "the Project"); and

WHEREAS, the city limit line shared by Kansas City and Raymore runs approximately down the middle of East 155th Street; and

WHEREAS, Kansas City wishes to have Raymore manage the design and construction of the Project since the intent is for Kansas City to de-annex this portion of East 155th Street; and

WHEREAS, Work for the Project will be funded by each city with each paying one half of the Project costs; and

WHEREAS, funding in the amount of \$700,000.00 for the agreement was previously appropriated in Ordinance No. 160922; and

WHEREAS, the Project would not be realized absent a cooperative effort between Kansas City and Raymore; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

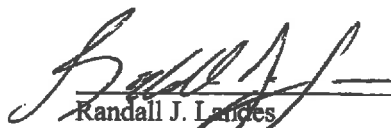
Section 1. That the Director of Public Works is hereby authorized to enter into a \$700,000.00 Cooperative Agreement with the city of Raymore, Missouri for the completion of East 155th Street road and bridge improvements from Kentucky Road to Kurzweil Road. A copy of the Agreement is on file in the Public Works Director's Office.

Section 2. That the Director of Public Works is hereby authorized to expend the sum of \$700,000.00 from funds previously appropriated to Account No. 17-3090-898036-B-89005569.

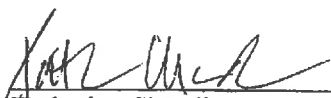
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ORDINANCE NO. 170063

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

  
\_\_\_\_\_  
Randall J. Landes  
Director of Finance

Approved as to form and legality:

  
\_\_\_\_\_  
Katherine Chandler  
Assistant City Attorney



Authenticated as Passed

  
\_\_\_\_\_  
Sly James, Mayor

  
\_\_\_\_\_  
Marilyn Sanders, City Clerk

FEB 09 2017

\_\_\_\_\_  
Date Passed



**BILL 3259**

**ORDINANCE 2017-027**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH KANSAS CITY MISSOURI FOR THE PURPOSE OF MAKING IMPROVEMENTS TO 155TH STREET FROM KENTUCKY ROAD TO KURZWEIL ROAD AND BRIDGE IMPROVEMENTS WITHIN THIS SEGMENT."**

**WHEREAS**, Raymore and Kansas City both desire for certain roadway and bridge improvements to be completed along 155th Street from Kentucky Road to Kurzweil Road; and

**WHEREAS**, the city limit line shared by Kansas City and Raymore runs approximately down the middle of 155th Street; and

**WHEREAS**, Kansas City wishes to have Raymore manage the design and construction of the project since the intent is for Kansas City to de-annex this portion of 155th Street; and

**WHEREAS**, work for the project will be funded by each city with each paying one half of the project costs; and

**WHEREAS**, the project would not be realized absent a cooperative effort between Kansas City and Raymore;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with the City of Kansas City a copy of which Agreement is attached hereto and incorporated by reference herein as **Exhibit A**.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter

Section 3. The Mayor and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 4. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

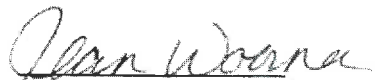
Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 27TH DAY OF MARCH, 2017.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF APRIL, 2017 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Townsend	Aye

ATTEST:

  
Jean Woerner, City Clerk

APPROVE:

  
Kristofer P Turnbow, Mayor

4/11/17  
Date of Signature