

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 04/20 (BDG)
Modified: 04/21 (BDG)

Municipal Agreement
Route: 169
County: Jackson & Clay
Job No.: J4S3085C
Agreement No. 2020-09-59146

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Kansas City, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 169, Jackson County, Job No. J4S3085C shall consist of replacement of the Buck O'Neil Bridge with a wider 4-lane bridge, separated facilities for pedestrians and bicyclists, connector ramps including a direct connection between US 169 and Interstate I-35, and approaching roadways. This project may also include improvements to other interstate interchanges, bridges and local streets, as necessary for the completion of the project.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at station 49+65.16 of existing Interstate 35, run in a generally Northerly direction along existing Interstate 35 and US Route 169, to station 113+77.64 of existing Northbound US Route 169, length of improvement within city is 2.7 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J4S3085C. The parties'

responsibilities with respect to the funding of said improvements are outlined in a separate Cost Apportionment Agreement between the parties dated May 1, 2020.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys owned by the City as necessary for construction and maintenance of said public improvement. The Commission or its contractor will obtain all applicable permits from the City.

(7) CLOSE AND VACATE: Subject to the provisions in Section (8), the City will permit to temporarily close or permanently vacate streets or roads which are necessary to permit the construction of the project in accordance with the project layout, attached hereto as Exhibit C. The Commission or its contractor will obtain all applicable permits from the City for any street closures.

(8) RIGHT-OF-WAY/EASEMENT ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire in accordance with section 9, paragraph C in the Cost Apportionment Agreement executed between the Commission and the City on May 1, 2020, any necessary right-of-way required for the construction of the improvement.

(B) The City shall convey and donate permanent easements and temporary construction easements in Tract 1 and Tract 12, as more particularly shown on Exhibit B, to the Commission for construction and maintenance of said public improvements.

(C) Upon completion of the project, the Commission will sell any excess right-of-way acquired for the project. The proceeds from the sale shall be divided equally between the City and the Commission. Any excess right-of-way or easements acquired from or donated by the City will be returned to the City.

(D) The Commission shall acquire temporary construction easements, permanent easements and right-of-way from Tract 33 (Charles B. Wheeler Downtown Airport) from the City in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (49 CFR Part 24), also known as the Uniform Act which will be added to this agreement after the 30% design documents are approved by the City and the Commission.

(E) The Commission shall perform appraisals and review appraisals to determine the fair market value (FMV) of the temporary construction easements, permanent easements and right-of-way from Tract 33 conveyed by the City to the Commission. The Highest and Best Use of the land conveyed by the City to the Commission shall be decided upon as part of the FMV determination.

(F) The Commission shall compensate the Aviation Department of the City, upon conveyance of temporary construction easements, permanent easements and right-of-way from Tract 33.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private or utility specific easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Commission will include these public utility relocations in the Buck O'Neil Bridge project or the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions. The MKC electrical cables impacted by the Project will be relocated as part of the Buck O'Neil Bridge project at no additional cost to the City.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation,

maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his/her representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area excluding monitoring wells . The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved. In areas where City drainage facilities are impacted or reconstructed it shall be in accordance with the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), Standard Specifications and Design Criteria apply as amended and supplemented by the City

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the public improvement in accordance with final

detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, including the shared-use path on the new bridge. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) All of the design specifics for this Design-Build project are not known at this time. Both parties agree to enter into a separate Right-of-Way Agreement prior to the completion of the project to transfer ownership of the portions of existing highways within City replaced by this improvement to the City.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(E) All of the design specifics for this Design-Build project are not known at this time. Both parties agree to enter into a separate Maintenance Agreement prior to the completion of the project to detail any maintenance responsibilities that are decided during the project development. The City agrees to maintain City streets that cross US 169.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not

obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN:

(A) Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(B) If aesthetic lighting is installed as part of the project, the City agrees to coordinate maintenance and electrification of the structural aesthetic lighting and roadway lights through its annual streetlight program. The City's maintenance and energy costs will be based on its contract costs for providing conventional street lighting for a section of roadway comparable in length and classification as the Broadway Bridge. In addition, it is agreed that any apportionment of maintenance and power costs will include, on a pro rata basis, all properties, other than right-of-way, within the district which are owned by the City.

(18) CITY LEVEES:

(A) The City will allow the Commission access to the City owned levees as necessary for the construction of the project. Coordination of access to the levee will be coordinated between the City and the Commission prior to and during construction.

(B) The City agrees to coordinate with the Commission the redesign and relocation of the existing relief well 48A at the north flood wall under the existing Buck O'Neil Bridge to a location outside of the footprint of the new bridge. The City's Aviation Department will redesign the plans for the relief well within 270 days after a new location of relief well 48A is provided by the Commission, and the Commission will reimburse the City's Aviation Department for the cost of the redesign.

(19) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(20) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take actions to prevent parking upon the streets or roads that are under the City's jurisdiction within the limits of the improvement.

(21) OUTDOOR ADVERTISING: No new billboards or other new advertising signs or devices or new vending or new sale of merchandise will be permitted within the right-of-way limits of the project, and the Commission and the City will take actions to enforce this Section.

(22) EXISTING BRIDGE: The City may want to retain portions of the existing Buck O'Neil Bridge (A4649) including the two south tied-arch spans and the remaining portion of the south bridge approach. The City shall coordinate with USACE, US Coast Guard, SEMA, Union Pacific Railroad and BNSF to obtain any necessary permits or agreements to keep Bridge A4649 in place. The Commission has obtained/is obtaining permits from these entities indicating the removal of Bridge A4649. New permits will need to be obtained from these entities by the City prior to the Commission transferring ownership of Bridge A4649. The City will also be responsible for a re-evaluation of the Environmental Assessment (EA) that was approved for Job J4S3085C indicating the removal of Bridge A4649. The current schedule, which is subject to change, indicates removal of Bridge A4649 in summer of 2023. All permits and the EA re-evaluation will need to be in place 3 months prior to the actual demolition date for the City to retain Bridge A4649. If these conditions are met, the Commission will initiate a change order with Massman-Clarkson, a joint venture to underrun the demolition of the portions of Bridge A4649 which will be retained and transferred to the City. Any cost savings associated with the underrun of the demolition stated above will be credited to the City in accordance with the cost apportionment agreement executed on May 1st, 2020.

(23) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(26) COMMISSION REPRESENTATIVE: The Commission's Buck O'Neil Bridge Project Director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of Kansas City, Missouri
Attn: City Manager
City Hall, 29th Floor
414 E. 12th Street
Kansas City, MO 64106
Phone: (816) 513-1408

Email: @kcmo.org

- (B) To the Commission:
Missouri Department of Transportation
Attn: Mary Miller, P.E.
Buck O'Neil Bridge Project Director
600 NE Colbern Rd.
Lee's Summit, MO 64086
Email: mary.miller@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(30) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(31) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(32) 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 Commission and the City.

(33) 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.

(34) 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.

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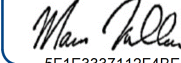
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 20th day of July, 2021.

2021-07-20 | 12:36 PM CDT

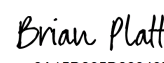
Executed by the Commission this ____ day of _____, 2021.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: 
5F1E3337112E4BF

Title: Project Director

CITY OF KANSAS CITY, MISSOURI

By: 
3A46D266D28949B...

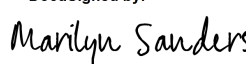
Title: City Manager

ATTEST:

 
A4666CD7996249B...

Secretary to the Commission

ATTEST:

By: 
EAB6453FE49D405...


Title: City Clerk

APPROVED AS TO FORM:


7C936DA1724D4A6...

Commission Counsel

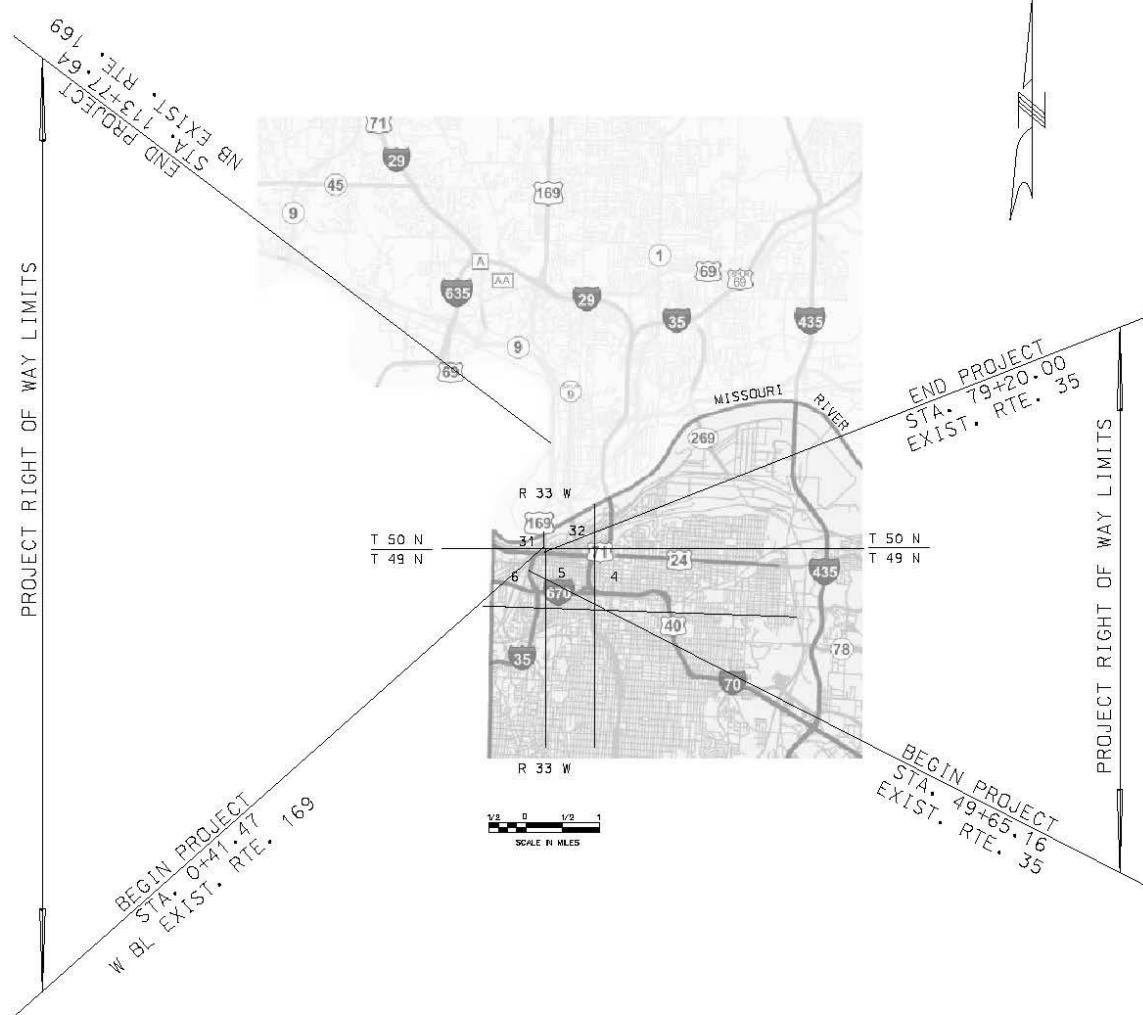
APPROVED AS TO FORM:

By: 
A8112766D36443...

Title: Senior Associate City Attorney

Ordinance Number 210561

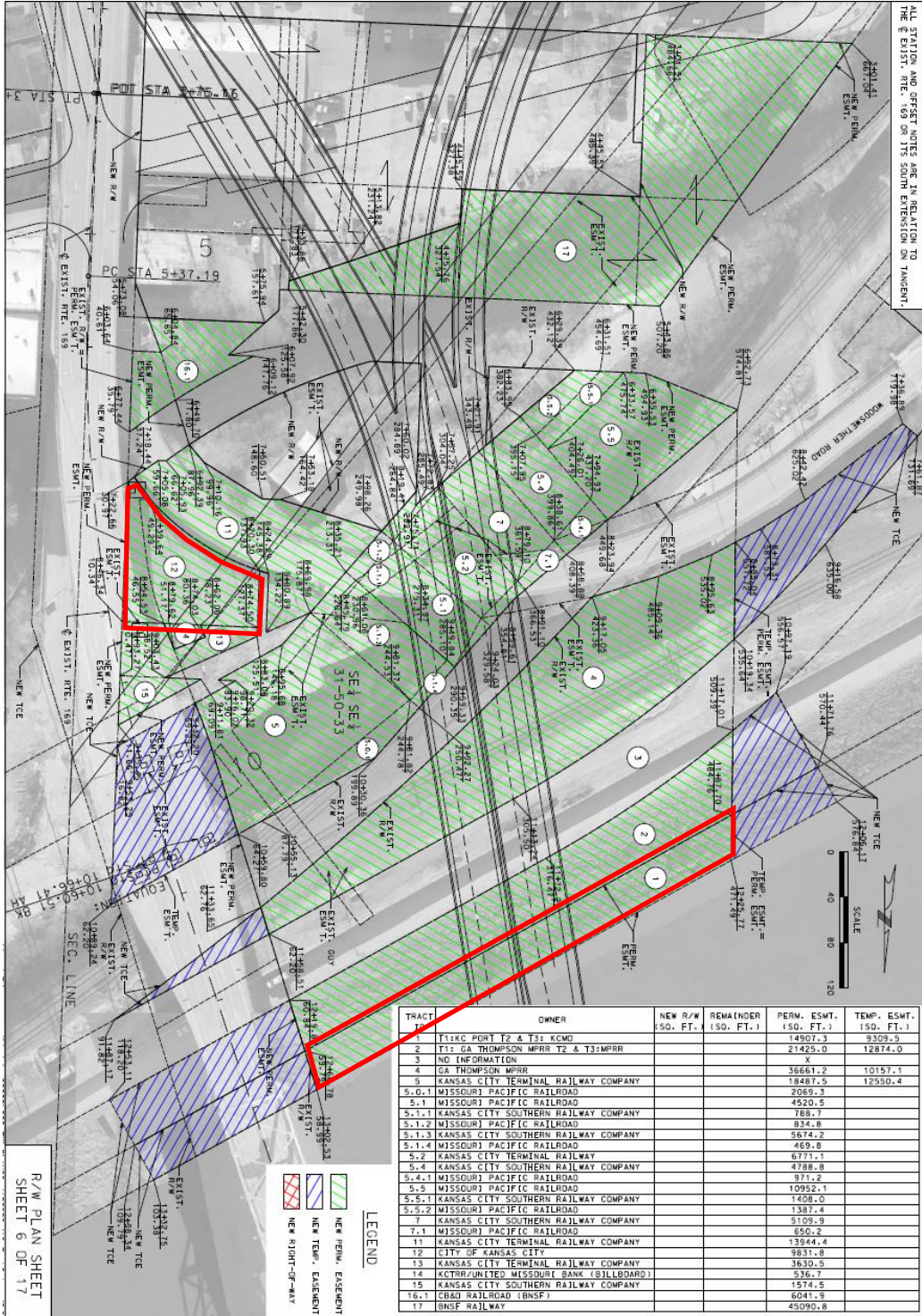
PROJECT LIMITS



BEGINNING AT STATION 49+65.16 OF EXISTING INTERSTATE 35. RUN IN A GENERALLY NORTHERLY DIRECTION ALONG EXISTING INTERSTATE 35 AND US ROUTE 169, TO STATION 113+77.64 OF EXISTING NORTHBOUND US ROUTE 169. LENGTH OF IMPROVEMENT WITHIN CITY IS 2.7 MILES.

EXHIBIT A

Exhibit B – Right-of-Way Aquisition



ALL STATION AND OFFSET NOTES ARE IN RELATION TO THE & EXIST. RTE. 169 ON ITS SOUTH EXTENSION ON TANGENT.

TRACT	OWNER	NEW R/W (SQ. FT.)	REMAINDER (SQ. FT.)	PERM. ESMT. (SQ. FT.)	TEMP. ESMT. (SQ. FT.)
1	TI&C PORT T2 & T3; KCMO			14907.3	9309.3
2	T1; CA THOMPSON MPRR T2 & T3;MPRR			21425.0	12874.0
3	NO INFORMATION			X	X
4	CA THOMPSON MPRR			36661.2	10157.1
5	KANSAS CITY TERMINAL RAILWAY COMPANY			18487.5	12350.4
5.0-1	MISSOURI PACIFIC RAILROAD			208.3	
5.1	MISSOURI PACIFIC RAILROAD			4520.5	
5.1-1	KANSAS CITY SOUTHERN RAILWAY COMPANY			788.7	
5.1-2	MISSOURI PACIFIC RAILROAD			854.8	
5.1-3	KANSAS CITY SOUTHERN RAILWAY COMPANY			3674.2	
5.1-4	MISSOURI PACIFIC RAILROAD			469.8	
5.2	KANSAS CITY TERMINAL RAILWAY			6771.1	
5.4	KANSAS CITY SOUTHERN RAILWAY COMPANY			4788.8	
5.4-1	MISSOURI PACIFIC RAILROAD			871.2	
5.5	MISSOURI PACIFIC RAILROAD			10952.1	
5.5-1	KANSAS CITY SOUTHERN RAILWAY COMPANY			1408.0	
5.5-2	MISSOURI PACIFIC RAILROAD			3387.4	
7-1	KANSAS CITY SOUTHERN RAILWAY COMPANY			3159.3	
7-1	MISSOURI PACIFIC RAILROAD			650.2	
11	KANSAS CITY TERMINAL RAILWAY COMPANY			13944.4	
12	CITY OF KANSAS CITY			3631.8	
13	KANSAS CITY TERMINAL RAILWAY COMPANY			3159.3	
14	KCTRR/UN[ITED MISSOURI BANK (BILLBOARD]			536.7	
15	KANSAS CITY SOUTHERN RAILWAY COMPANY			1574.5	
16-1	CB&D RAILROAD (BNSF)			6041.9	
17	BNSF RAILWAY			45090.8	

R/W PLAN SHEET
SHEET 6 OF 17

PERMANENT EASEMENT

TRACT 12

CITY OF KANSAS CITY, A MUNICIPAL CORPORATION

PARCEL NO. 12-940-04-17-03-2-00-000

NOTE: the following description taken from GENERAL WARRANTY DEED filed for record on March 10, 1993 with the Jackson County, Missouri Recorder of Deeds as Document Number K1070103 in Book K2363 at Page 643.

An irregular parcel of land consisting of a portion of Lots 3 and 4, and all of Lot 5, of Block 3, LYKIN'S ADDITION, an addition in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 5, thence westerly along the northerly line of said Lot 5, a distance of one hundred twenty (120) feet to the East line of an alley (16) feet in width, which was vacated by the Jackson County Court by an instrument dated July 7, 1883, recorded in the Office of the Register of Deeds for Jackson County, Missouri at Kansas City, in Book 22 at Page 90 (the East line of said alley being also the West line of said Lots 4 and 5); thence in a southerly direction along the West line of said Lots 4 and 5 to its point of intersection with the northerly line of the easement for the Broadway-Woodswether Viaduct, as established by an instrument recorded in the office of said Register of Deeds on November 26, 1956, in Book 87023 at Page 596, as Document No. B216595; thence continuing southeasterly along the northerly line of said easement, on a curve having a radius of two hundred twenty-one (221) feet, to its point of intersection with the northerly Right of Way line of the Chicago, Burlington and Quincy Railroad Company (now Burlington Northern Railroad Company), as referred to in said Instrument 8216595; thence in a northeasterly direction along said Right of Way line, a distance of six and four tenths {6.4} feet, more or less, to its point of intersection with the West line of Broadway as now established; thence North along the West line of Broadway (said line being also the East line of said Lots 3, 4 and 5), a distance of one hundred twenty-four and five tenths (124.5) feet, more or less to the Northeast corner of said Lot 5 and the point of beginning; subject to an easement for the present Broadway Bridge describe in an instrument dated January 4, 1957, recorded in the Office of said Register of Deed in Book B7026, at Page 545, as Document No. B220076.

PERMANENT EASEMENT

TRACT NO. 1

CITY OF KANSAS CITY

PARCEL NO. 12-930-03-18-00-0-00-000

All that part of LOT 50, BLOCK 1, WOODSWETHER INDUSTRIAL DISTRICT, a subdivision of land in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows:

Note: Stations shown in the following description are based on the centerline of BROADWAY BOULEVARD as now established under MoDOT Proj. No. J4S3085.

Commencing at the Southeast corner of Section 31, Township 50, Range 32; thence North 01°58'37" East, along the East line of the Southeast quarter of said Section 31, a distance of 1386.15 feet (measured), 1386.03 feet (plat), to the Northeast corner of said LOT 50, said point

being 203.64 feet right of centerline station 13+51.40; thence South 60°47'35" West, departing said section line and along the North line of said LOT 50, a distance of 267.14 feet, to a point 58.99 feet left of station 13+02.53, said point being the POINT OF BEGINNING; thence South 17°23'16" East, departing the North line of said LOT 50, a distance of 35.76 feet, to a point on the South line of said LOT SO, said point being 59.79 feet left of station 12+66.78; thence South 60°47'35" West, along the South line of said LOT 50, a distance of 432.26 feet, to a point 484.76 feet left of station 11 +87. 70; thence North 00°32'52" East, departing the South line of said LOT 50, a distance of 40.32 feet, to a point on the North line of said LOT SO, said point being 471.49 feet left of station 12+25. 77; thence North 60°47'35" East, along the North line of said LOT 50, a distance of 419.58 feet, to the POINT OF BEGINNING, containing 14,907.3 square feet or 0.34 acres, more or less.

The design centerline of BROADWAY BOULEVARD as now established under MoDOT Proj. No. J4S3085, is more particularly described as follows:

Commencing at the Southeast corner of Section 31, Township 50 North, Range 32 West; thence North 87°45'41" West, along the South line of the Southeast quarter of said Section 31, a distance of 0.87 feet, to centerline station 0+01.75 and the POINT OF BEGINNING; thence North 02°16'03" East, a distance of 535.44 feet to a point of curvature at station 5+37 .19; thence Northwesterly along a curve to the left having a radius of 1432.39 feet, a central angle of 20°55'59" and an arc length of 523.32 feet to an equation station of 10+60.51 (back) equals 10+66.41 (ahead) and the point of tangency; thence North 18°39'56" West, a distance of 1708.42 feet to a point of curvature at station 27+74.83; thence northerly along a curve to the right having a radius of 881.47 feet, a central angle of 15°31'37" and an arc length of 238.87 to station 30+13.71; thence North 03°08'19" East, a distance of 386.30 feet to station 34+00.01 and the POINT OF TERMINATION.

TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. 1

CITY OF KANSAS CITY

PARCEL NO. 12-930-03-18-00-0-00-000

All that part of LOT 50, BLOCK 1, WOODSWETHER INDUSTRIAL DISTRICT, a subdivision of land in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows:

Note: Stations shown in the following description are based on the centerline of BROADWAY BOULEVARD as now established under MoDOT Proj. No. J4S3085.

Commencing at the Southeast corner of Section 31, Township 50, Range 32; thence North 01°58'37" East, along the East line of the Southeast quarter of said Section 31, a distance of 1386.15 feet (measured), 1386.03 feet (plat), to the Northeast corner of said LOT 50, said point being 203.64 feet right of centerline station 13+51.40; thence South 60° 4 7'35" West, departing said section line and along the North line of said LOT 50, a distance of 101.98 feet, to a point 103.38 feet right of station 13+32. 75, said point being the POINT OF BEGINNING; thence South 29°12'25" East, departing the North line of said LOT 50, a distance of 35.00 feet, to a point on the South line of said LOT 50, said point being 109. 79 feet right of station 12+98.34; thence South 60°47'35" West, along the South line of said LOT 50, a distance of 172.49 feet, to a point 59. 79 feet left of station 12+66. 78; thence North 17°23'16" West, departing the South line of said LOT 50, a distance of 35.76 feet, to a point on the North line of said LOT 50, said point being 58.99 feet left of station 13+02.53; thence North 60°47'35" East, along the North

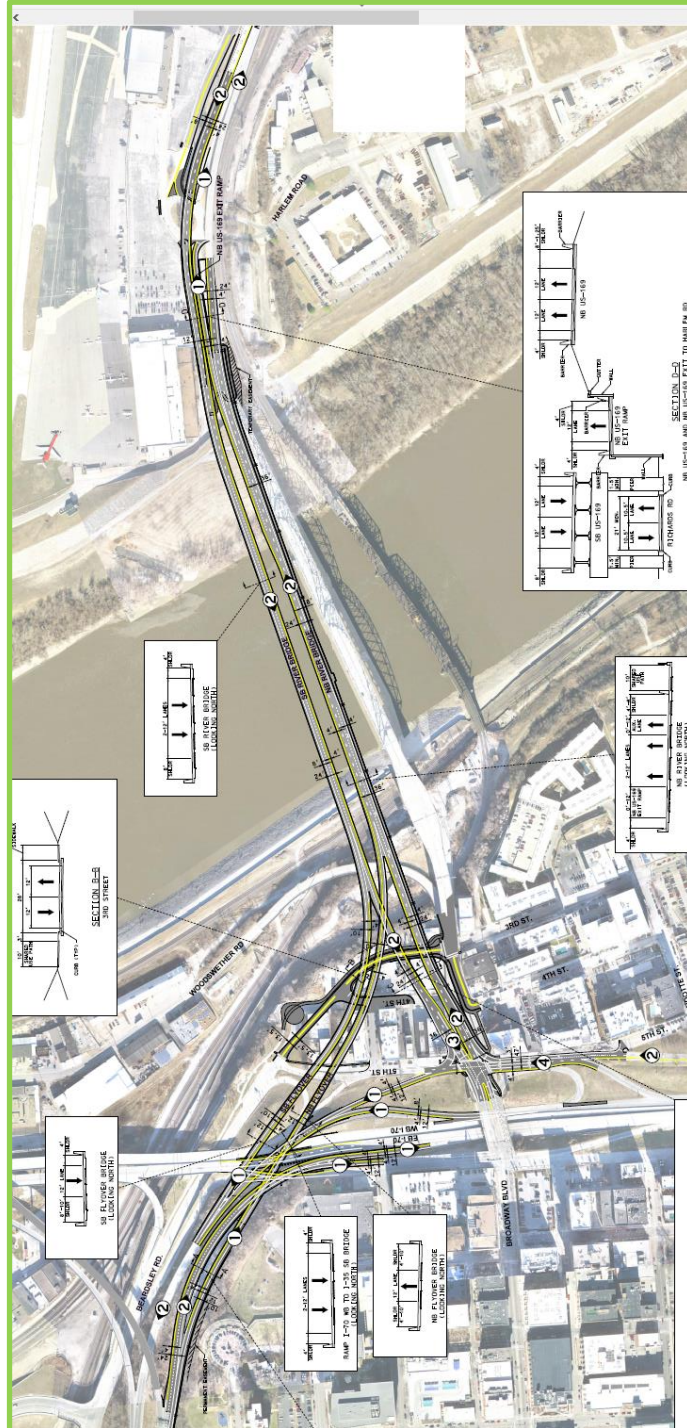
line of said LOT 50, a distance of 165.16 feet, to the POINT OF BEGINNING, containing 5,908.9 square feet or 0.14 acres, more or less.

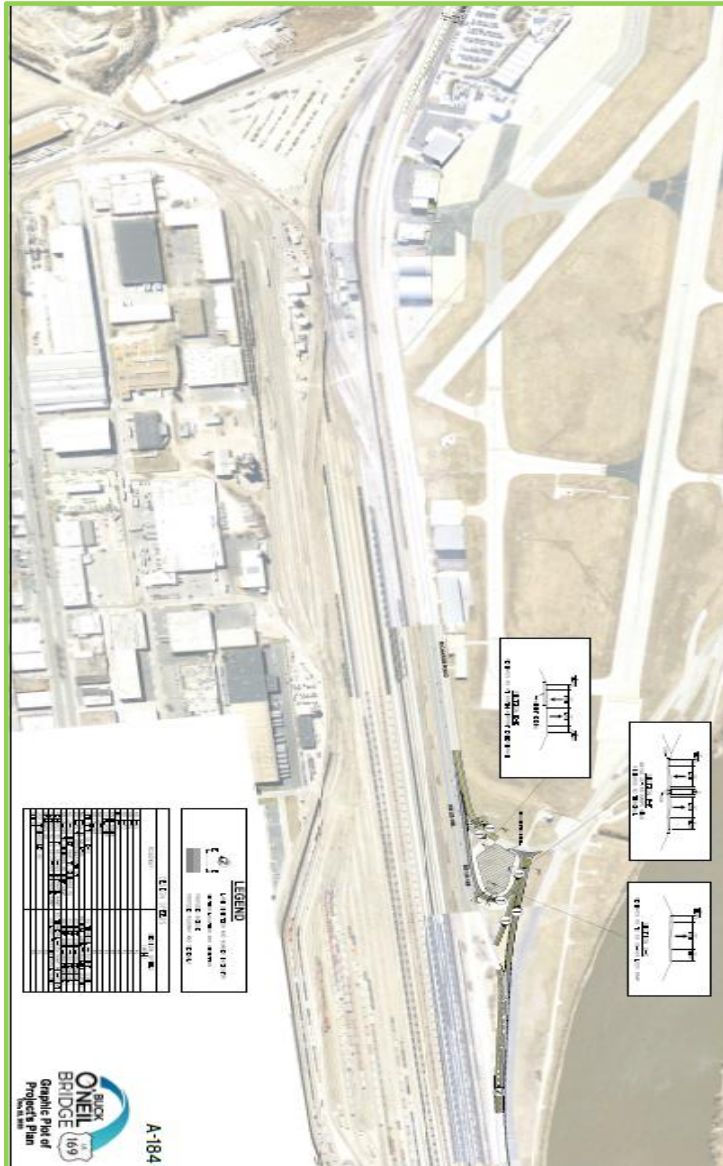
AND ALSO: Commencing at the Southeast corner of Section 31, Township 50, Range 32; thence North $01^{\circ}58'37''$ East, along the East line of the Southeast quarter of said Section 31, a distance of 1386.15 feet (measured), 1386.03 feet (plat), to the Northeast corner of said LOT 50, said point being 203.64 feet right of centerline station 13+51.40; thence South $60^{\circ}47'35''$ West, departing said section line and along the North line of said LOT 50, a distance of 686.72 feet, to a point 471.49 feet left of station 12+25.77, said point being the POINT OF BEGINNING; thence South $00^{\circ}32'52''$ West, departing the North line of said LOT 50, a distance of 40.32 feet, to a point on the South line of said LOT 50, said point being 484.76 feet left of station 11+87.70; thence South $60^{\circ}47'35''$ West, along the South line of said LOT 50, a distance of 87.15 feet, to a point 570.44 feet left of station 11+71.76; thence North $29^{\circ}12'25''$ West, departing the South line of said LOT 50, a distance of 35.00 feet, to a point on the North line of said LOT 50, said point being 576.84 feet left of station 12+06.17; thence North $60^{\circ}47'35''$ East, along the North line of said LOT 50, a distance of 107.16 feet, to the POINT OF BEGINNING, containing 3400.6 square feet or 0.08 acres, more or less.

The design centerline of BROADWAY BOULEVARD as now established under MoDOT Proj. No. J4S3085, is more particularly described as follows:

Commencing at the Southeast corner of Section 31, Township 50 North, Range 32 West; thence North $87^{\circ}45'41''$ West, along the South line of the Southeast quarter of said Section 31, a distance of 0.87 feet, to centerline station 0+01.75 and the POINT OF BEGINNING; thence North $02^{\circ}16'03''$ East, a distance of 535.44 feet to a point of curvature at station 5+37.19; thence Northwesterly along a curve to the left having a radius of 1432.39 feet, a central angle of $20^{\circ}55'59''$ and an arc length of 523.32 feet to an equation station of 10+60.51 (back) equals 10+66.41 (ahead) and the point of tangency; thence North $18^{\circ}39'56''$ West, a distance of 1708.42 feet to a point of curvature at station 27+74.83; thence northerly along a curve to the right having a radius of 881.47 feet, a central angle of $15^{\circ}31'37''$ and an arc length of 238.87 to station 30+13.71; thence North $03^{\circ}08'19''$ East, a distance of 386.30 feet to station 34+00.01 and the POINT OF TERMINATION.

Exhibit C – Project Layout







Kansas City

414 E. 12th Street
Kansas City, MO 64106

Legislation Text

File #: 210561, Version: 1

ORDINANCE NO. 210561

Authorizing the City Manager to enter into a Municipal Agreement and Utility Attachment Agreement with the Missouri Highways and Transportation Commission (MHTC) for the U.S. 169 “Buck” O’Neil Bridge over the Missouri River Project; authorizing the City Manager and Directors of Aviation and General Services to execute easements and right of way documents necessary for the project, and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Ordinance No. 180068 authorized the City Manager to enter into a Cost Sharing Agreement with MHTC for the U.S. 169 “Buck” O’Neil Bridge over the Missouri River Project to complete short term repairs on the existing bridge and to complete the environmental assessment necessary to construct a new bridge; and

WHEREAS, Committee Substitute for Ordinance No. 200222 authorized the City Manager to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for the U.S. 169 “Buck” O’Neil Bridge over the Missouri River Project providing the City’s share of the funding towards the project; and

WHEREAS, Ordinance No. 200637 authorized the City Manager to enter into a supplemental Cost Apportionment Agreement with the Missouri Highways and Transportation Commission (MHTC) for the U.S. 169 “Buck” O’Neil Bridge over the Missouri River Project; and

WHEREAS, the MHTC utilized a design-build procurement process and on February 3, 2021, awarded the project to Messman-Clarkson which is a joint venture of Kansas City located companies and design has progressed to the point where easements and right of way documents have been completed and the City will be dedicating easements and right of way to the MHTC necessary to complete the project; and

WHEREAS, a Municipal Agreement is required which outlines the parties’ responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits; and

WHEREAS, the MHTC has agreed to provide the City with the ability to attach a conduit to the new bridge to expand the City’s fiber optic network and which requires execution of a Utility Attachment Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

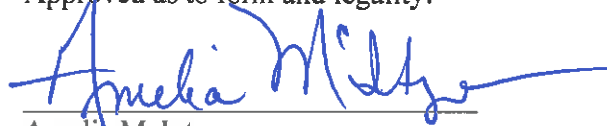
Section 1. That the City Manager is hereby authorized to enter into a Municipal Agreement and a Utility Attachment Agreement for the U.S. 169 “Buck” O’Neil Bridge over the Missouri River Project.

File #: 210561, Version: 1

Section 2. That the City Manager and Director of Aviation as to properties in Clay County used in conjunction with the Charles Wheeler Downtown Airport, and the Director of General Services as to properties in Jackson County are hereby authorized to execute the necessary easements, property transfers, and right of way dedications as outlined in the Municipal Agreement and required by the MHTC for the U.S. 169 "Buck" O'Neil Bridge over the Missouri River Project, including, but not limited to: (i) temporary easements on two parcels, as set forth on Exhibit A, and permanent easement as set forth on Exhibit B, all of which easements are within a part of Lot 50, Block 1, Woodswether Industrial District, a subdivision of land in the City of Kansas City, Jackson County, Missouri, and (ii) a permanent easement as set forth on Exhibit C on portions of Lots 3 and 4, and all of Lot 5, Block 3, Lykin's Addition, an addition in Kansas City, Jackson County, Missouri.

Section 3. That this ordinance, relating to the design, repair, maintenance or construction of a public improvements, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a) (3)(D) of the City Charter and shall take effect in accordance with Section 503, City Chapter.

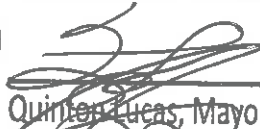
Approved as to form and legality:



Amelia McIntyre
Assistant City Attorney



Authenticated as Passed


Quinten Lucas, Mayor
Marilyn Sanders, City Clerk

JUL 01 2021

Date Passed