

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH KANSAS CITY, MISSOURI, FOR THE CONSTRUCTION OF PLEASANT VALLEY ROAD IMPROVEMENTS FROM NORTH INDIANA AVENUE TO NORTH BRIGHTON AVENUE; CITY PROJECT #TP-1411; FEDERAL PROJECT #STP-3323(407).**

**Legislative Findings**

1. The Cities of Gladstone and Kansas City, Missouri, were awarded Federal Surface Transportation Program (STP) funds in the amount not to exceed \$3,825,000 for the construction of Pleasant Valley Road Improvements from North Indiana Avenue in Gladstone to North Brighton Avenue in Kansas City; and

2. The City of Gladstone and Kansas City, Missouri, have agreed to fund improvements within their own municipal boundaries; and

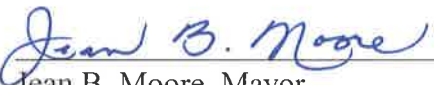
3. Execution of this cooperative agreement is necessary to outline the roles and responsibilities of both parties; and

4. It is in the best interest of the citizens of Gladstone and Kansas City to work cooperatively to complete the transportation related improvements.


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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a Cooperative Agreement with Kansas City, Missouri, for the construction of Pleasant Valley Road Improvements from North Indiana Avenue to North Brighton Avenue.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9<sup>th</sup> DAY OF MAY 2016.**

  
Jean B. Moore, Mayor

ATTEST:

  
Ruth E. Bocchino, City Clerk



## ***Department of Public Works Memorandum***



**DATE:** May 3, 2016

**TO:** Scott Wingerson, City Manager

**FROM:** Timothy A. Nebergall, Director of Public Works *TAN*

**RE:** Kansas City, MO Cooperative Agreement for Pleasant Valley Road Improvements from North Indiana Avenue to North Brighton Avenue; City Project #TP1411; Federal Project #STP-3323(407)

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The Cities of Gladstone and Kansas City, Missouri (KCMO) were jointly awarded \$3,825,000 for the construction of Pleasant Valley Road Improvements from North Indiana Avenue in Gladstone to North Brighton Avenue in KCMO. Gladstone was identified as the lead agency in the funding application.

In order to construct the improvements, Gladstone will need to execute a cooperative agreement with KCMO to secure funding for improvements within KCMO's municipal boundaries. Within 60 calendar days of executing this agreement, KCMO will pay Gladstone \$2,500,000. Upon completion of the project, Gladstone will reimburse an estimated fifty-nine (59) percent of MODOT qualifying construction costs to KCMO and one-hundred (100) percent of any remaining balance from this \$2,500,000 payment.

The estimated construction cost and federal reimbursement amount for each City is summarized below:

| City        | Est. Construction Cost | Est. Federal Reimbursement (59%) |
|-------------|------------------------|----------------------------------|
| Gladstone   | \$4,000,000            | \$2,360,000                      |
| Kansas City | <u>\$2,500,000</u>     | <u>\$1,465,000</u>               |
|             | \$6,500,000            | \$3,825,000                      |

City staff is recommending approval of this agreement. Construction is still on schedule to begin later this year. If you have any questions, please contact me at your convenience.

COOPERATIVE AGREEMENT FOR CONSTRUCTION OF PLEASANT VALLEY ROAD  
IMPROVEMENTS FROM N. INDIANA TO N. BRIGHTON

This Cooperative Agreement for construction of transportation related improvements is made by and between Gladstone, Missouri, hereinafter referred to as "GLADSTONE", and Kansas City, Missouri, hereinafter referred to as "KANSAS CITY," (collectively, the "PARTIES" or "CITIES") on this 20 day of May, 2016.

Recitals

WHEREAS, it is in the best interest of the citizens of GLADSTONE and KANSAS CITY to cooperate in the construction of Pleasant Valley Road Improvements from N. Indiana to N. Brighton; and

WHEREAS, the CITIES were awarded Federal Surface Transportation Program funding to a maximum of \$3,825,000 for the improvements and GLADSTONE; and

WHEREAS, GLADSTONE was identified as the lead agency on the funding application; and

WHEREAS, KANSAS CITY wishes to assist in financing the construction of the improvements within its City limits by contributing PIAC and Impact Fee funds; and

WHEREAS, on April 18, 2012, the Impact Fee District D Advisory Committee allocated \$163,847 and in FY2013 Council District 1 allocated \$100,000 of PIAC funds for the planning and design for improvements to Pleasant Valley Road; and

WHEREAS, on January 13, 2014, KANSAS CITY and GLADSTONE entered into a cooperative agreement with KANSAS CITY for the design of the improvements; and

WHEREAS, on January 13, 2014, GLADSTONE entered into a design contract with the consulting firm of Walter P. Moore in the amount not to exceed \$629,840; and

WHEREAS, the design of the project is nearing completion and GLADSTONE is scheduled to bid the project in 2016; and

WHEREAS, it is in the best interest of all of the citizens of GLADSTONE and KANSAS CITY to complete the transportation related improvements described above and shown on Exhibit A, attached hereto and incorporated herein.

### Agreement

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

### PART I : SPECIFIC TERMS AND CONDITIONS

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between GLADSTONE and KANSAS CITY for GLADSTONE's performance of the Project in accordance with the terms and conditions set forth herein.
2. **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:
  - A. CONTRACTOR means GLADSTONE's Contractor and all Subcontractors.
  - B. PROJECT means the design and construction of the transportation related improvements on Pleasant Valley Road from N. Indiana to N. Brighton.
  - C. PAYMENT BOND, PERFORMANCE BOND and MAINTENANCE BOND mean the approved forms of security executed by GLADSTONE's Contractors and their Sureties.
  - D. SURETY means the corporation, partnership or individual, duly licensed and authorized to do business in Missouri, bound with and for Contractor to guarantee and assume legal liability for payment of any and all obligations as provided in the KANSAS CITY

Charter and Section 107.170 RSMo., 2000, as amended, and to guarantee and assume legal liability for the faithful performance of this Agreement.

3. **License to use right-of-way.** KANSAS CITY hereby grants to GLADSTONE, its representatives, employees, engineers, consultants and contractors 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 from GLADSTONE. The grant of a license by KANSAS CITY to GLADSTONE shall not constitute a conveyance of any interest in the public right-of-way.

4. **Obligations of GLADSTONE.** GLADSTONE agrees to the following:

A. **CONSTRUCTION CONTRACT.** GLADSTONE shall solicit bids from contractors in accordance with Federal Highway Administration (FHWA) and Missouri Department of Transportation (MoDOT) bidding procedures. After review of all bids and concurrence by MoDOT, GLADSTONE shall award the construction contract to the lowest and best bidder, reserving the right to refuse any and all bids.

B. **CONSTRUCTION RECORDS.** GLADSTONE agrees to furnish to KANSAS CITY for information purposes, within thirty (30) days following completion of the work, one (1) set of reproducible Mylar drawings and one (1) electronic file on compact disc for all drawings generated by the computer-aided drafting system. If system is other than "Microstation", drawings shall be furnished as DXF files.

GLADSTONE further agrees that the aforesaid materials shall become and remain the property of KANSAS CITY.

C. **UTILITY RELOCATION.** GLADSTONE shall coordinate utility relocation as necessary to construct the project. GLADSTONE shall fund only those utility relocation costs for improvements located within its municipal boundaries.

D. **ADDITIONAL RIGHT-OF-WAY.** GLADSTONE shall be responsible for acquiring all necessary right of way and easements as needed to construct the improvements within its municipal boundaries.

E. **MAINTENANCE OF IMPROVEMENTS AND RIGHT-OF-WAY.** Upon both CITIES final acceptance of the project, GLADSTONE shall be responsible for maintenance of all transportation related improvements within the municipal boundaries of GLADSTONE.

F. **LEAD CONSTRUCTION REPRESENTATIVE.** GLADSTONE shall designate a Lead Construction Representative to manage the project. The Lead Construction Representative shall be responsible for site inspections, coordination meetings, record keeping, approval of expenses and pay applications, and general communication with the Contractor and MoDOT. GLADSTONE agrees to seek and encourage full participation and attendance from representatives of the Engineering Division of the KANSAS CITY Public Works Department in all meetings relating to the construction of the improvements.

5. **Obligations of KANSAS CITY.** KANSAS CITY agrees to the following:

A. **ADDITIONAL RIGHT-OF-WAY.** KANSAS CITY shall be responsible for acquiring additional right-of-way needed to construct the transportation related improvements within its municipal boundaries.

B. **MAINTENANCE OF IMPROVEMENTS AND RIGHT-OF-WAY.** Upon both CITIES final acceptance of the project, KANSAS CITY shall be responsible for maintenance of all the transportation related improvements within the municipal boundaries of KANSAS CITY.

C. **KANSAS CITY FEES.** KANSAS CITY shall assess no permit fees associated with design or construction, road closure fees, land disturbance fees to GLADSTONE or any contractor employed by GLADSTONE pursuant to this Agreement.

D. **UTILITY RELOCATION.** KANSAS CITY shall fund only those utility relocation costs for the transportation related improvements located within its municipal boundaries.

E. **CONSTRUCTION REPRESENTATIVE.** KANSAS CITY shall designate a representative to observe and inspect construction to ensure adherence to KANSAS CITY standards. All communication relating to the project shall be routed through GLADSTONE'S Lead Construction Representative. All inspection reports will be provided to GLADSTONE in a timely fashion.

6. **Estimated Costs, Payment Conditions, and Project Schedule.** Both CITIES agree to the following:

1. **ENGINEER'S ESTIMATE.** The design consultant has developed an Engineer's Estimate based upon design quantities located within the municipal boundaries of each city. The Engineer's Estimate for each City is summarized below:

A. GLADSTONE - \$4,000,000

B. KANSAS CITY - \$2,500,000

2. **UPDATED ESTIMATE OF PROBABLE CONSTRUCTION COSTS.** Upon selecting a contractor, GLADSTONE shall provide KANSAS CITY an updated estimate of probable construction costs based upon unit prices contained on the Bid Form.

3. **DIVISION OF COSTS.**

- A. A. The cost of lump sum bid items shall be split proportionally between the CITIES.
- B. GLADSTONE shall be responsible for all construction costs of unit price items associated with improvements within the municipal boundaries of GLADSTONE.
- C. KANSAS CITY shall be responsible for all construction costs of unit price items associated with improvements within the municipal boundaries of KANSAS CITY.

4. **PAYMENTS.**

- A. Within sixty (60) calendar days of executing this agreement, KANSAS CITY shall pay GLADSTONE \$2,500,000
- B. GLADSTONE shall pay the contractor for work completed in KANSAS CITY. Should the actual cost of improvements within the municipal boundaries of KANSAS CITY exceed the amount in Section 4.A., GLADSTONE shall invoice KANSAS CITY for the difference in cost. Within thirty (30) calendar days of receiving the invoice, KANSAS CITY shall reimburse GLADSTONE one hundred (100) percent of such costs, subject to the appropriation of funds.



E. The project is partially funded by the Federal Surface Transportation Program to a maximum reimbursement amount of \$3,825,000. A copy of this agreement [KCI] is shown on Exhibit B, attached hereto and incorporated herein. The federal reimbursement percentage for the project shall be calculated by dividing the amount of federal funding available by the actual cost to construct the project. The estimated federal reimbursement amount based upon the current design estimate is fifty-nine (59) percent of MoDOT qualified construction costs.

F. Upon completion and acceptance of the project by both CITIES, GLADSTONE shall reimburse an estimated fifty-nine (59) percent of MODOT qualifying construction costs to KANSAS CITY for work within KANSAS CITY's municipal boundaries and one hundred (100) percent of any remaining balance from KANSAS CITY'S \$2,500,000 payment to GLADSTONE within thirty (30) calendar days. The estimated maximum federal reimbursement amount for GLADSTONE and KANSAS CITY based upon the current Engineer's Estimate is summarized below:

- i. GLADSTONE - \$2,360,000.
- ii. KANSAS CITY - \$1,465,000.

4. **CONSTRUCTION SCHEDULE.** GLADSTONE shall complete construction of the Project's transportation related improvements within five (5) years from the date of this Agreement. Failure to complete the improvements in this time frame will result in termination of the Agreement. GLADSTONE shall return the

funding amounts paid by KANSAS CITY pursuant to Section 4.A within thirty (30) calendar days of termination.

5. **MATERIALS TESTING.**

Each CITY shall be responsible for the cost of materials testing within its municipal boundaries. In the event that GLADSTONE utilizes KANSAS CITY'S in-house materials testing services, KANSAS CITY shall invoice GLADSTONE for these services.

**PART II: GENERAL TERMS AND CONDITIONS**

1. **General Indemnification.**

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

i. "Claims" mean all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees.

ii. "GLADSTONE" means GLADSTONE's agents, officials, officers, employees, and subcontractors.

iii. "KANSAS CITY" means KANSAS CITY's agents, officials, officers, employees, and subcontractors.

B. To the extent allowed by law, GLADSTONE shall 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 in connection with the performance under this Agreement, caused in whole or in part by GLADSTONE, its employees, agents, or Contractors, or others for whom GLADSTONE is legally liable.

- C. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- D. GLADSTONE's contracts with GLADSTONE's Contractors in connection with the Project shall require such Contractors to defend, indemnify, and hold harmless KANSAS CITY under the terms of this section. The obligations of GLADSTONE and its Contractors under this section with respect to indemnification for acts or omissions of KANSAS CITY, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that GLADSTONE and its Contractor are required to procure and maintain under this Agreement.

2. **Indemnification for Professional Negligence.** If GLADSTONE hires any Design Professional in connection with the Project, then GLADSTONE's contracts with its Contractors shall cause such Contractors 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 Contractors, its employees, agents or others for whom such Contractors are legally liable, in the performance of professional services for the construction of the Improvement under this Agreement. GLADSTONE and its Contractors are not obligated under this section to indemnify KANSAS CITY for the negligent acts of the KANSAS CITY'S agencies, officials, officers, or employees.

3. **Insurance.**

A. GLADSTONE's Contractors shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below:

i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Contractual Liability
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

ii. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

|  |                                   |
|--|-----------------------------------|
| Workers' Compensation  | Statutory                         |
| Employers' Liability with limits of: \$100,000 each accident |                                   |
|  | \$500,000 disease - policy limit  |
|  | \$100,000 disease - each employee |

iii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by GLADSTONE or GLADSTONE'S Contractors.

- iv. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to KANSAS CITY, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that KANSAS CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured's for the services performed under this Agreement. GLADSTONE or GLADSTONE'S Contractor shall provide to KANSAS CITY prior to the performance of the Project a certificate of insurance showing all required endorsements and additional insured's.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by KANSAS CITY, it is the responsibility of GLADSTONE to ensure its Contractor's maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of GLADSTONE's failure or the failure of its Contractors to maintain the required insurance in effect, KANSAS CITY may order GLADSTONE and its Contractors to immediately stop work and, upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

4. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

5. **Compliance with Laws.** GLADSTONE and all its Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.

6. **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. GLADSTONE and KANSAS CITY 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.

7. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.

8. **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.

9. **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.

10. **Audit.** KANSAS CITY shall have the right to audit this Agreement and all books, documents and records relating thereto. GLADSTONE shall maintain all its books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to KANSAS CITY within ten (10) days after the written request is made. GLADSTONE shall require its Contractor to comply with this provision in connection with services performed on the Project.

11. **Assignment.** Neither KANSAS CITY nor GLADSTONE 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.

12. **Conflicts of Interest.** GLADSTONE and its Contractor shall certify that no officer or employee of KANSAS CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of 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 GLADSTONE or its Contractor in this Agreement.

13. **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.

14. **Bonds and Surety.**

- A. GLADSTONE's Contractors shall furnish a Payment Bond and Performance Bond, executed by a Surety, in the amount of any contract and the total amount of all contracts entered into between GLADSTONE and its Contractor's, workers, and material suppliers, guaranteeing Contractor's faithful performance of each and every term of such contracts and all authorized changes thereto, including those terms under which GLADSTONE or its Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final



judicial determination, for each craft or type of workman required to perform under this Agreement; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo., 2000, as amended; and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Performance and Maintenance Bond. Surety must:

1. Be approved by KANSAS CITY's Finance Department;
2. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570;
3. Be licensed by the State of Missouri to do business in the State of Missouri; and
4. Retain an A.M. Best Rating of B+, class V for Bonds in excess of \$200,000.

B. The bonds shall remain in full force and effect during the term of the Agreement and shall name KANSAS CITY as co-obligee.

15. **Prevailing Wage.** GLADSTONE and its Contractor shall comply in all respects with the Prevailing Wage Laws of the State of Missouri, Section 290.210 to 290.340, RSMo., 2000, as amended, and any federal prevailing wage laws that apply to the work. GLADSTONE agrees that KANSAS CITY shall not be responsible for assisting GLADSTONE and its Contractor in providing any required documentation necessary to demonstrate compliance with the Prevailing Wage Laws.

16. **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.

17. **Representations.** GLADSTONE and KANSAS CITY 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.

18. **Buy American Preference.** It is the policy of the KANSAS CITY that any manufactured goods or commodities used or supplied in the performance of any KANSAS CITY contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**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

ATTEST TO:

By: [Signature]  
City Clerk

By: [Signature]  
Sherri K. McIntyre, P.E.  
Director of Public Works *JKM*

State of Missouri     )  
                                  )ss  
County of Jackson    )

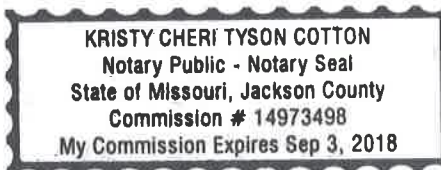
BE IT REMEMBERED, that on this 12 day of July, 2016 before me, the undersigned, a notary public in and for the county and state aforesaid, came **Sherri K. McIntyre, PE., Director of Public Works** of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, [Signature] ~~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.

[Signature]  
Notary Public

My commission expires:

September 3, 2018



**Approved as to form:**

By:   
Assistant City Attorney

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, sufficient to meet the obligation hereby incurred, and that there is a balance, otherwise unencumbered, and a cash balance sufficient to meet the obligation hereby incurred from which payment is to be made.

By:  7-28-2014  
Director of Finance

CITY OF GLADSTONE, MISSOURI

ATTEST TO:

GLADSTONE, MISSOURI

By: Ruth E. Bocchino  
Ruth E. Bocchino  
City Clerk

By: Scott Wingerson  
Scott Wingerson  
City Manager

Approved as to form:

By: Chris Williams  
Chris Williams  
City Counselor

State of Missouri       )  
                                  )ss  
County of Clay         )

**BE IT REMEMBERED**, that on this 20 day of May, 2016, before me, the undersigned, a notary public in and for the county and state aforesaid, came **Scott Wingerson**, City Manager of Gladstone, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **Ruth E. Bocchino**, City Clerk, of Gladstone, 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.

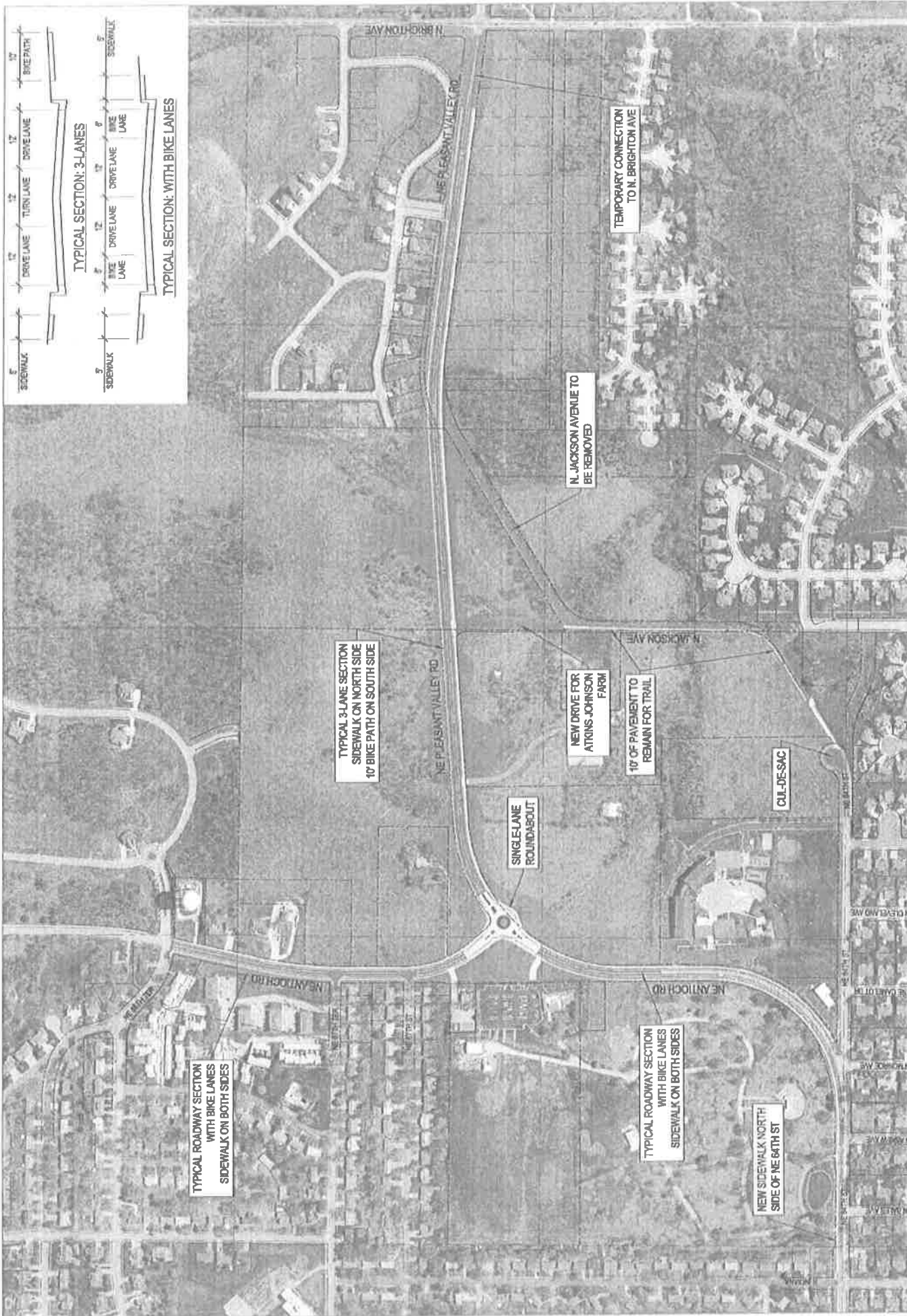
Pamela Dee Smitka  
Notary Public

My commission expires: 8/2/18



**Exhibit A**

Description and Map of the Transportation Related Improvements



TYPICAL SECTION: 3-LANES

TYPICAL SECTION: WITH BIKE LANES

**PLEASANT VALLEY ROAD IMPROVEMENTS  
N. INDIANA TO N. BRIGHTON**

WALTER P. MOORE  
WALTER P. MOORE & ASSOCIATES, INC.  
A KANSAS CITY, MISSOURI FIRM



**Exhibit B**

Missouri Highways and Transportation Commission  
Transportation Enhancement Funds  
Program Agreement