



# PLATTE COUNTY COMMISSION

SCOTT FRICKER  
PRESIDING COMMISSIONER

DAGMAR WOOD  
1ST DISTRICT COMMISSIONER

JOE VANOVER  
2ND DISTRICT COMMISSIONER

## COUNTY COMMISSION ORDER : 2024-CO-156

ATTESTED TRUE COPY  
JERA PRUITT  
CLERK OF PLATTE COUNTY COMMISSION

DEPARTMENT: County Commission PREPARED BY: Wes Minder

### IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

**AN ORDER APPROVING A COOPERATIVE AGREEMENT BETWEEN PLATTE COUNTY, MISSOURI AND PARKVILLE, MISSOURI FOR THE PURPOSE OF PROVIDING DESIGN ENGINEERING FUNDS FOR THE DOWNTOWN ROUTE 9 COMPLETE STREETS IMPROVEMENT PROJECT.**

**WHEREAS, Missouri Route 9 is a state highway that extends through portions of the COUNTY and the CITY, and is a high traffic corridor for personal and commercial travel in the COUNTY and the CITY; and**

**WHEREAS, the CITY is planning, designing, and engineering the Downtown Route 9 Corridor Complete Streets Improvements generally defined with improvements made between 4th St, NW Crooked Rd and Park College Entrance Drive which will include a ten foot shared-use-path along the east side and sidewalks along the west side of the corridor for active transportation users, delineated crosswalks, a traffic signal at 1st St., additional turning lanes, curb and gutter improvements to eliminate drainage issues and stormwater runoff from Route 9, and street lighting to improve pedestrian visibility and safety (the "Project"); and**

**WHEREAS, the purpose of the Project is to improve current and future vehicular traffic conditions, and improve pedestrian access and safety; and**

**WHEREAS, the CITY applied for and obtained \$1,787,950 of MoDOT "Cost Share" funds and \$3,200,000 of federal Surface Transportation Block Grant through the Mid-America Regional Council providing a total of \$4,987,950 of federal and state funds for the Project; and**

**WHEREAS, the COUNTY recognizes that the Project improvements will benefit the public health, safety, and welfare of COUNTY residents, and COUNTY is willing to contribute funding towards the design and engineering costs of the Project; and**

**WHEREAS, the Parties acknowledge the benefit to the public health, safety, and welfare of their respective jurisdictions that is derived from allocating funds for Projects costs; and**

**WHEREAS, CITY wishes to accept proceeds from the County's Road and Bridge Sales tax for a portion of the design and engineering costs of the Project, subject to the terms and conditions of this Agreement.**

**It is in the best interests of the citizens of Platte County that the County enter into a Cooperative Agreement with Parkville, Missouri for the purpose of Downtown Route 9**

Corridor Complete Streets Improvements.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. **CONTRACT APPROVAL.** The COUNTY is hereby authorized to enter into a Cooperative Agreement with Parkville, Missouri for the purpose of Downtown Route 9 Corridor Complete Streets Improvements.
2. **EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

Budget Impact: \$500,000.00 .

Fund: 3116-7517-86023

This Order shall be effective immediately upon passage.

Done this 3rd day of September, 2024 at Platte City, Missouri



Scott Fricker  
Presiding Commissioner

Dagmar Wood  
1st District Commissioner

ATTEST:

Jera Pruitt Count Clerk

Joe Vanover  
2nd District Commissioner

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Approve as to form:

*Rob A. Redman*

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**County Counselor**

Pursuant to Sections 50.660 and 55.160 RSMO., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.



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**Kevin Robinson**  
**County Auditor**

**COOPERATIVE AGREEMENT FOR IMPROVEMENTS TO MISSOURI ROUTE 9  
BETWEEN PLATTE COUNTY, MISSOURI AND THE CITY OF PARKVILLE,  
MISSOURI**

This Agreement is made by and between PLATTE COUNTY, MISSOURI, hereinafter referred to as "COUNTY," and the CITY of PARKVILLE, MISSOURI, hereinafter referred to as "CITY" (collectively the "Parties").

**Recitals**

WHEREAS, Missouri Route 9 is a state highway that extends through portions of the COUNTY and the CITY, and is a high traffic corridor for personal and commercial travel in the COUNTY and the CITY; and

WHEREAS, the CITY is planning, designing, and engineering the Downtown Route 9 Corridor Complete Streets Improvements generally defined with improvements made between 4th St, NW Crooked Rd and Park College Entrance Drive which will include a ten foot shared-use-path along the east side and sidewalks along the west side of the corridor for active transportation users, delineated crosswalks, traffic control and management improvements at 1st St. and Route 9, curb and gutter improvements to address drainage issues and stormwater runoff from Route 9, and street lighting to improve pedestrian visibility and safety (the "Project"); and

WHEREAS, the purpose of the Project is to improve current and future vehicular traffic conditions, and improve pedestrian access and safety; and

WHEREAS, the CITY applied for and obtained \$1,787,950 of MoDOT "Cost Share" funds and \$3,200,000 of federal Surface Transportation Block Grant through the Mid-America Regional Council providing a total of \$4,987,950 of federal and state funds for the Project; and

WHEREAS, the COUNTY recognizes that the Project improvements will benefit the public health, safety, and welfare of COUNTY residents, and COUNTY is willing to contribute funding towards the design and engineering costs of the Project; and

WHEREAS, the Parties acknowledge the benefit to the public health, safety, and welfare of their respective jurisdictions that is derived from allocating funds for Projects costs; and

WHEREAS, CITY wishes to accept proceeds from the County's Road and Bridge Sales tax (the "Tax") for a portion of the design and engineering costs of the Project, subject to the terms and conditions of this Agreement.

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

1. **INCORPORATION OF RECITALS.** The recitals stated above are incorporated into this Agreement.
2. **DISTRIBUTION OF FUNDS.** Within thirty (30) days of execution of the Agreement, COUNTY shall distribute to CITY the sum of \$500,000.00 from Tax proceeds (the "Tax Funds"). The Tax Funds shall be held by the CITY in a separate project construction account.
3. **ALLOWABLE WORK.** CITY agrees that the Tax Funds may only be used to finance design and engineering costs of the Project.
4. **OBLIGATION AND EXPENDITURE OF TAX FUNDS.** CITY agrees that at least half of the Tax Funds (\$250,000.00) shall be obligated for Project design and engineering costs by December 31, 2026. If at least half of the Tax Funds (\$250,000.00) are not so obligated by December 31, 2026, the City shall return the unobligated portion of the Tax Funds to the COUNTY by January 31, 2027. If any Tax Funds remain unobligated or unspent upon Project completion, or termination of the Project prior to completion, such unobligated and unspent Tax Funds shall be returned to the COUNTY within sixty (60) days of Project completion or termination. If the CITY does not substantially complete the construction of the project by December 31, 2029, Tax Funds shall be returned to the COUNTY within three hundred sixty five (365) days, unless the City's inability to achieve substantial completion is attributable to actions of, or delays caused by, the state of Missouri or the federal government. In such event the CITY and COUNTY agree to work in good faith to reasonably extend the December 31, 2029, deadline referenced immediately above.
5. **CERTIFICATION.** Within thirty (30) days of completion of the Project improvements, or termination of the Project prior to completion, CITY shall provide COUNTY with a

written certification verifying the use of the Tax Funds for design and engineering related Project costs. CITY shall provide such other certifications as may be reasonably required on the COUNTY'S certification form, a copy of which is attached hereto as "Exhibit A" and made a part hereof by reference.

6. **INDEMNIFICATION AND HOLD HARMLESS.** To the extent permitted by applicable law, CITY agrees to indemnify, defend and hold harmless COUNTY and its elected officials, employees and agents from and against all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and other litigation expenses) incurred by COUNTY arising out of, or in connection with, any matter or issue related to the performance or interpretation of this Agreement or arising out of, or in connection with, the use by CITY of the Tax Funds distributed by COUNTY in accordance with the terms of this Agreement, including the construction of the Project performed by CITY using any part of the Tax Funds distributed by COUNTY in accordance with the terms of this Agreement.
7. **CONSIDERATION.** As consideration for COUNTY's distribution of funds received by COUNTY from the Tax to CITY pursuant to this Agreement, CITY agrees to release, acquit, covenant not to sue and forever discharge COUNTY and its elected officials, employees and agents of and from any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising from and by reason of any matter related to the performance or interpretation of this Agreement or the distribution of the proceeds of the Tax Funds in accordance with the terms of this Agreement. If CITY should bring any claim, action, proceeding or litigation against COUNTY regarding any of the subject matters described in this paragraph, CITY hereby forfeits all right and claim to any portion of the Tax Funds as described in this Agreement and any proposed allocation of such funds to CITY shall be declared null and void and shall be extinguished.
8. **APPLICABLE LAW AND REQUIRED FILINGS.** This is a cooperative agreement authorized by Section 70.210 et seq. This Agreement shall be governed and construed according to the laws of the State of Missouri.

9. **AMENDMENTS.** Any changes in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Parties.
10. **AUTONOMY.** No provision of this Agreement shall be construed to create any type of partnership or joint venture nor create any other rights or liabilities except as may be otherwise expressly set forth herein.
11. **EXECUTION.** This Agreement shall become effective only after it has been authorized by an Ordinance of CITY and signed by CITY'S Mayor, and authorized by Order of the Platte County Commission and signed by the Presiding Commissioner of Platte County. Certified copies of said Ordinance and said Order shall be attached hereto and made a part of this Agreement.
12. **EFFECTIVE DATE.** This Agreement shall be effective on the first day of the month following formal approval by both Parties as provided herein.
13. **TERMINATION.** This Agreement shall remain in effect until terminated by either party or amended by mutual agreement in the manner provided for herein. If either party desires to terminate this Agreement, it will give the other party thirty (30) days written notice of such intent prior to terminating the Agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their respective representatives, duly authorized, as of the day and year set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.

**PLATTE COUNTY, MISSOURI**

ATTEST TO:

By:   
Jera Pruitt, County Clerk


By:   
Scott Fricker  
Presiding Commissioner



Approved as to form:

By: Rob A. Redman  
County Counselor

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

  
Kevin Robinson, County Auditor



**PARKVILLE, MISSOURI**

ATTEST TO:

By: \_\_\_\_\_  
Melissa MChesney  
County Clerk

By: \_\_\_\_\_  
Dean Katerndahl  
Mayor

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**"Exhibit A"**

**CERTIFICATION**

COMES NOW the City of Parkville, Missouri and hereby certifies that it has obligated and/or spent funds associated with the engineering and design of improvements for the Downtown Route 9 Corridor Complete Streets Improvements Project (the "Project"), as described in the Transportation Tax Distribution Agreement for Improvements to Missouri Route 9 between Platte County, Missouri, and the City of Parkville, Missouri, dated \_\_\_\_\_ ("Agreement"). City further certifies that it has obligated and/or spent Tax Funds (as that term is defined in the Agreement) in the sum of \$\_\_\_\_\_ for the design and engineering of said Project improvements. Said Project concerned improvements located with the City and Platte County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF PARKVILLE, MISSOURI

BY: \_\_\_\_\_  
MAYOR