

[ 2nd ] AMENDMENT TO  
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS [ 2nd ] AMENDMENT TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT (this “Amendment”), entered into as of this \_\_\_ day of \_\_\_\_\_, 2020, between the CITY OF INDEPENDENCE, MISSOURI, a political subdivision of the State of Missouri (“City”), and the NOLAND ROAD COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision and community improvement district (“District”) (the City and the District are collectively referred to herein as the “Parties” and individually as “Party,” as the context so requires).

**RECITALS**

WHEREAS, on August 25, 2014, the Petition to Establish the Noland Road Community Improvement District (“Petition”) was filed with the City Clerk pursuant to Sections 67.1401 through 67.1571 of the Missouri Community Improvement District Act (“Act”); and

WHEREAS, on November 17, 2014, the City Council, the governing body of the City, held a public hearing regarding the establishment of the District; and

WHEREAS, on December 15, 2014, the City Council adopted Ordinance No. 18400 establishing the District as a political subdivision pursuant to the Act; and

WHEREAS, on March 20, 2015, the City and the District entered into an Intergovernmental Cooperative Agreement (the “Original Agreement,” and as amended from time to time, including by this Amendment, the “Agreement”) relating to the District and the Improvements and Services to be undertaken by the District in accordance with the Original Agreement; and

WHEREAS, on October 21, 2019, the 1<sup>st</sup> Amendment to the Cooperative Agreement was approved by the City Council and subsequently entered into by the City and the District, and

WHEREAS, in order to expedite the administration of the District and the approval and completion of Capital Improvements under the Agreement, the City and the District now desire to enter into this 2<sup>nd</sup> Amendment in order to facilitate the approval of public projects as Capital Improvements under the Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

**AMENDMENT TO AGREEMENT**

**Section 1.1 Authority to Approve Public Projects as Capital Improvements.** The City Manager is hereby authorized to enter into “Project Approval Certificates” with the District, in substantially the form attached hereto as **Exhibit A**, with respect to any public project within the authority provided by the Petition, provided that the total cost of such public project does not exceed \$ 50,000.00 and the City Manager, in his or her sole discretion with the advice of City staff, deems such public project to be in the best interests of the City and consistent with the purpose of the District. The public projects described on each Project Approval Certificate (once executed) shall become Capital Improvements for purposes of the Agreement and the Project Approval Certificate shall be evidence of the joint approval by

the City and the District of the location, extent, character and project cost of the Capital Improvements for purposes of Section 3.1 of the Original Agreement.

**Section 1.2. Ratification of Original Agreement.** The Original Agreement, as previously amended, is hereby ratified and confirmed, except to the extent modified by this Amendment.

**Section 1.3 Severability.** If any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 1.4. Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 1.5. Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 1.6. Electronic Storage of Documents.** The Parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

**Section 1.7. Definitions.** Capitalized terms used but not defined herein have the meanings given in the Original Agreement, as previously amended.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

**CITY:**

CITY OF INDEPENDENCE, MISSOURI

By: \_\_\_\_\_  
Zachary Walker, City Manager

ATTEST:

\_\_\_\_\_  
Rebecca Behrens, City Clerk

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF JACKSON        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, a Notary Public in and for said state, personally appeared Zachary C. Walker, City Manager of the City of Independence, Missouri, known to me to be the person who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Independence, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My Commission Expires:

**DISTRICT:**

NOLAND ROAD COMMUNITY  
IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF JACKSON     )

On this \_\_\_ day of \_\_\_\_\_, in the year 2020, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, the Chairman of the Noland Road Community Improvement District, known to me to be the person who executed the within Intergovernmental Cooperative Agreement on behalf of the Noland Road Community Improvement District and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this \_\_\_ day of \_\_\_\_\_, 2020.

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

My Commission Expires:

**EXHIBIT A**  
**FORM OF**  
**PROJECT APPROVAL CERTIFICATE**

The undersigned, the City Manager of City of Independence, Missouri (the "City") and the Chairman of the Noland Road Community Improvement District (the "District") do hereby agree, in accordance with the Intergovernmental Cooperative Agreement dated as of March 20, 2015, as amended (the "Agreement") between the City and the District, as follows:

1. The District hereby represents that the projects described on Schedule 1 (the "Project") to this Project Approval Certificate constitute public improvements that are consistent with the purposes of the District and are authorized by the Petition to Establish the Noland Road Community Improvement District approved by the City Council of the City through the adoption of Ordinance No. 18400, as such petition may have been amended by subsequent ordinance(s).

2. Schedule 1 sets out the location, extent, character and projected costs of the Project and the City and the District hereby agree to such terms with respect to the Project for purposes of Section 3.1 of the Agreement.

3. The Project shall constitute "Capital Improvements" under and for purposes of the Agreement and shall be subject to all provisions of the Agreement relating to Capital Improvements.

4. Choose one:

- a.  the City has made arrangements to acquire, or has acquired, the land, right-of-way or easement necessary for the Capital Improvements; or
- b.  the District will arrange for the acquisition of the land necessary for the Capital Improvements and will transfer such land to the City in accordance with the Agreement.

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

**CITY OF INDEPENDENCE, MISSOURI**

**NOLAND ROAD COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chairman

RECOMMENDATION BY MUNICIPAL  
SERVICES DEPARTMENT

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE 1

### TO PROJECT APPROVAL CERTIFICATE

#### *Item 1 – Narrative description of Project:*

##### **1. BEAUTIFICATION PROJECT AT NOLAND & FAIR PARKWAY**

The CID is working on a major beautification project on City right-of-way at this location. The scope of work includes landscaping, sprinklers, monument signage, walkways, curbing on Southside Blvd., and lighting. Funding for improvements will be provided by the CID, with the City asked to provide the following assistance:

- a. Water service & meter (CID will pay for usage).
- b. Electric service & meter (CID will pay for usage. A temporary service provided by IPL in December is still there).
- c. City Permit. A waiver of Permit fee is requested subject to approved plans. After issuance of Permit, CID will proceed with contracting for the installation of site improvements.

##### **2. I-70 & NOLAND INTERSECTION/BRIDGE ENHANCEMENTS**

The CID is working with the City and MODOT to improve the I-70 & Noland intersection and bridge. The scope of work includes landscaping, signage, lighting, and visual enhancements to the bridge. Funding for improvements will be provided by the CID, with the City asked to provide the following assistance:

- a. Water service & meter (CID will pay for usage).
- b. Electric service & meter (CID will pay for usage).
- c. City Permit. A waiver of Permit fee is requested subject to approved plans. After issuance of Permit, CID will proceed with contracting for the installation of site improvements.

##### **3. POTAWATOMI PARK AT NOLAND & TRUMAN**

This is a continuation of the CID's partnership with the City Parks, Recreation and Tourism Department to develop Park amenities along the corridor, which has included CID financial support for the Hiram Young Park. This project involves the development of a City park at Noland & Truman at the former site of the Pioneer Spring Cabin. The CID will construct a retaining wall, signage, and walkways in Phase 1 of the project. Phase 2 will include landscaping and a planned art piece or statue to be installed by the City PRT Department in cooperation with the Native American Potawatomi Tribe. To help the CID with Phase 1, the following is requested of the City at this time:

- a. Temporary access to City water and electric service on site to facilitate construction.
- d. City Permit. A waiver of Permit fee is requested subject to approved plans. After issuance of Permit, CID will proceed with contracting for the installation of site improvements.

#### **4. RAILROAD BEAUTIFICATION EASEMENT WEST OF TRUMAN HIGH SCHOOL**

In 2003, the City acquired a Beautification Easement from the Union Pacific for a piece of railroad property west of Truman High School. The landscaping installed at that time eventually died and the site became overgrown. The CID has taken over this project with the consent of the City and Union Pacific.

The scope of work includes landscaping, sprinklers, and lighting. Funding for improvements will be provided by the CID, with the City asked to provide the following assistance:

- a. Water service & meter (CID will pay for usage).
- b. Electric service & meter (CID will pay for usage).
- c. City Permit. A waiver of Permit fee is requested subject to approved plans. After issuance of Permit, CID will proceed with contracting for the installation site improvements.

#### ***Item 2: Description of location of Project (with map if available):***

All projects listed above are located in the Noland Road corridor as follows:

Project 1, Noland & Fair Project: located in the right-of-way at Noland & Fair.

Project 2, I-70 & Noland Bridge: located in the right-of-way at the intersection of Noland and I-70.

Project 3 Potawatomi Park: located on City property at the SE corner of Noland & Truman

Project 4 Railroad Beautification Easement: located on railroad easement (with railroad consent) on the west side of Noland across from Truman High School.

**Item 3: The projected costs of the Project are as set forth below:**

Description of Improvement	Projected Project Cost
<p>Project 1: Noland &amp; Fair Parkway</p> <p>a.) Estimated CID contribution: landscaping, sidewalks, sprinklers, curbing, lighting and signage:</p> <p>b.) Estimated City contribution for providing electric and water meters and waiver of permits:</p>	<p>a.) \$140,000 project cost + \$12,500 for Annual Maintenance</p> <p>b.) \$1,050 in waived fees</p>
<p>Project 2: I-70 &amp; Noland Bridge Enhancements</p> <p>a.) Estimated CID contribution for landscaping, lighting and signage:</p> <p>b.) Estimated City contribution for providing electric and water meters and waiver of permits:</p>	<p>a.) \$3,300,000 project cost + \$75,000 for Annual Maintenance</p> <p>b.) \$2,310 in waived fees</p>
<p>Project 3: Potawatomi Park Project</p> <p>a.) Estimated CID contribution for retaining wall, walkways, signage, and landscaping:</p> <p>b.) Estimated City contribution for providing electric and water meters and waiver of permits:</p>	<p>a.) \$125,000 project cost + \$7,500 for Annual Maintenance</p> <p>b.) \$870 in waived fees</p>
<p>Project 4: Railroad Beautification Easement</p> <p>a.) Estimated CID contribution for landscaping, sprinklers, and lighting:</p> <p>b.) Estimated City contribution for providing electric and water meters and waiver of permits:</p>	<p>a.) \$45,000 project cost + \$7,500 for Annual Maintenance</p> <p>b.) \$600 in waived fees</p>
<p>Total:</p> <p>a.) CID Contribution for Projects Listed Above:</p> <p>b.) City Contribution for Projects Listed Above:</p>	<p>a.) \$3,610,000 project cost + \$102,500 for Annual Maintenance</p> <p>b.) \$4,830 in waived fees</p>