

James Frank Abbott
Founder and CEO
Community Oversight Partner Services
1006 Grand Boulevard, Apartment 511
Kansas City, MO 64106

April 15, 2019

Ms. Cynthia T Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: STB Finance Docket No. 35982, Jackson County Missouri-Acquisition and Operation Exemption -
Union Pacific Railroad

Dear Ms. Brown:

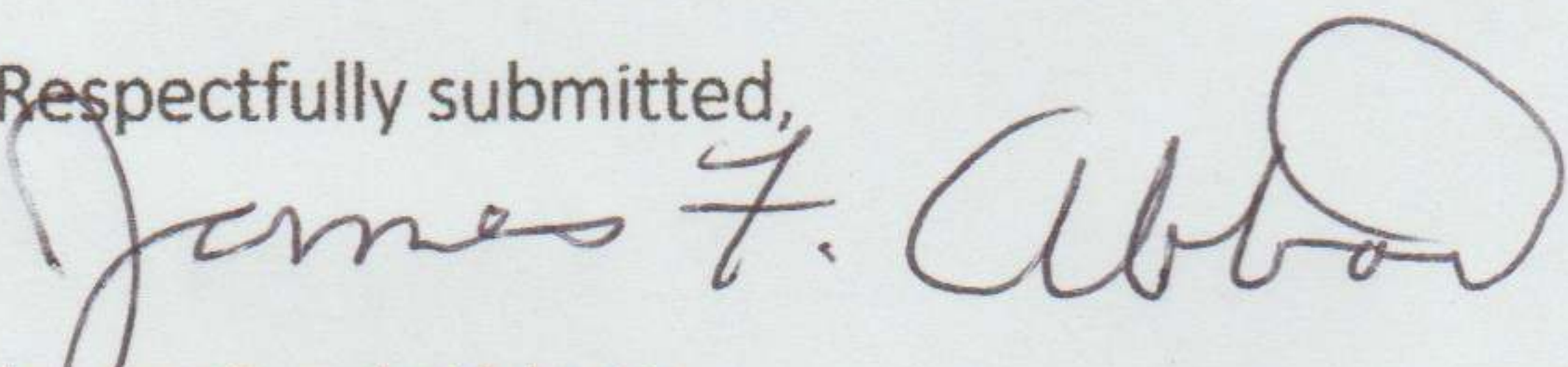
Kansas City Area Transportation Authority may have committed fraud by making a misrepresentation explained in the following paragraphs.

The email below contained a signature page dated February 10, 2017 executed by Kansas City Area Transportation Authority former Commission Chairman Steve Klika. This signature page is alleged to relate to Rock Island Maintenance and Management Program Agreement (RIMMPA) with Jackson County Missouri dated February 22, 2017.

Why did Mr Klika sign an agreement 12 days prior to its creation on behalf of Kansas City Area Transportation Authority? There is no mention of RIMMPA IN AGENDAS OR ACTIONS associated with January and February, 2017 Commission meetings

<http://www.kcata.org/documents/uploads/Agenda0217.pdf>.

Respectfully submitted,



James Frank Abbott

Certificate of Service

I certify that on April 15,, 2019, a true copy of the foregoing letter was served via email upon the following parties of record:

Brown, Sandra L.
Thompson Hine LLP
1919 M Street, Suite 700
Washington, DC 20036
Sandra.brown@thompsonhine.com

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National Association of Reversionary Property Owners
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Bellevue, WA 98004
Dick156@earthlink.net

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cc:

Covinsky, Bryan
Interim County Counselor
Jackson County Missouri
415 E 12th Street
Kansas City, MO 64107
bcovinsky@jacksongov.org

From: Jill Spurling jspurling@kcata.org
Subject: Requested Document
Date: Apr 12, 2019 at 4:58:51 PM
To: jamesfrank@communityoversightservices.org
Cc: Patrick Hurley PHurley@kcata.org

Good afternoon Mr. Abbot,
Pursuant to your records request that we received via your phone message, please find the requested signature page for the Rock Island Maintenance and Management Program Agreement.
Thank you for your request.

Sincerely,

Jill Spurling
Legal Analyst
Kansas City Area Transportation Authority
1200 E 18th Street
Kansas City, MO 64108
jspurling@kcata.org
Direct: 816.346.0236
Fax: 816.346.0329



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681 KB

ROCK ISLAND
MAINTENANCE AND MANAGEMENT PROGRAM AGREEMENT

THIS MAINTENANCE AND MANAGEMENT PROGRAM AGREEMENT (the "Agreement") is made as of the 22nd day of February, 2017, (the "Effective Date") by and between Jackson County, Missouri, a political subdivision of the State of Missouri (the "County") and the Kansas City Area Transportation Authority, a bi-state agency created under a compact between the States of Missouri and Kansas, and approved by the United States Congress (the "KCATA").

Recitals

WHEREAS, the KCATA was created by Mo. Rev. Stat. 238.010 as a public agency and political subdivision of the State of Missouri to plan, own, operate, and manage public transportation systems and facilities in the Kansas City Transportation District, which includes the Missouri counties of Cass, Clay, Jackson and Platte;

WHEREAS, the County and the Union Pacific Railroad ("UP") signed an agreement for the acquisition by the County of approximately 17.7 miles of the former Rock Island Railroad Corridor in Jackson County, Missouri (the "**Railroad Corridor**");

WHEREAS, the County and KCATA entered into the Cooperative Agreement for Right-of-Way Acquisition for Construction of a Trail System and Future Rail Line for Commuter Service and Other Public Transportation Systems in Kansas City and Jackson County, Missouri dated January 5, 2016 (the "**Cooperative Agreement**");

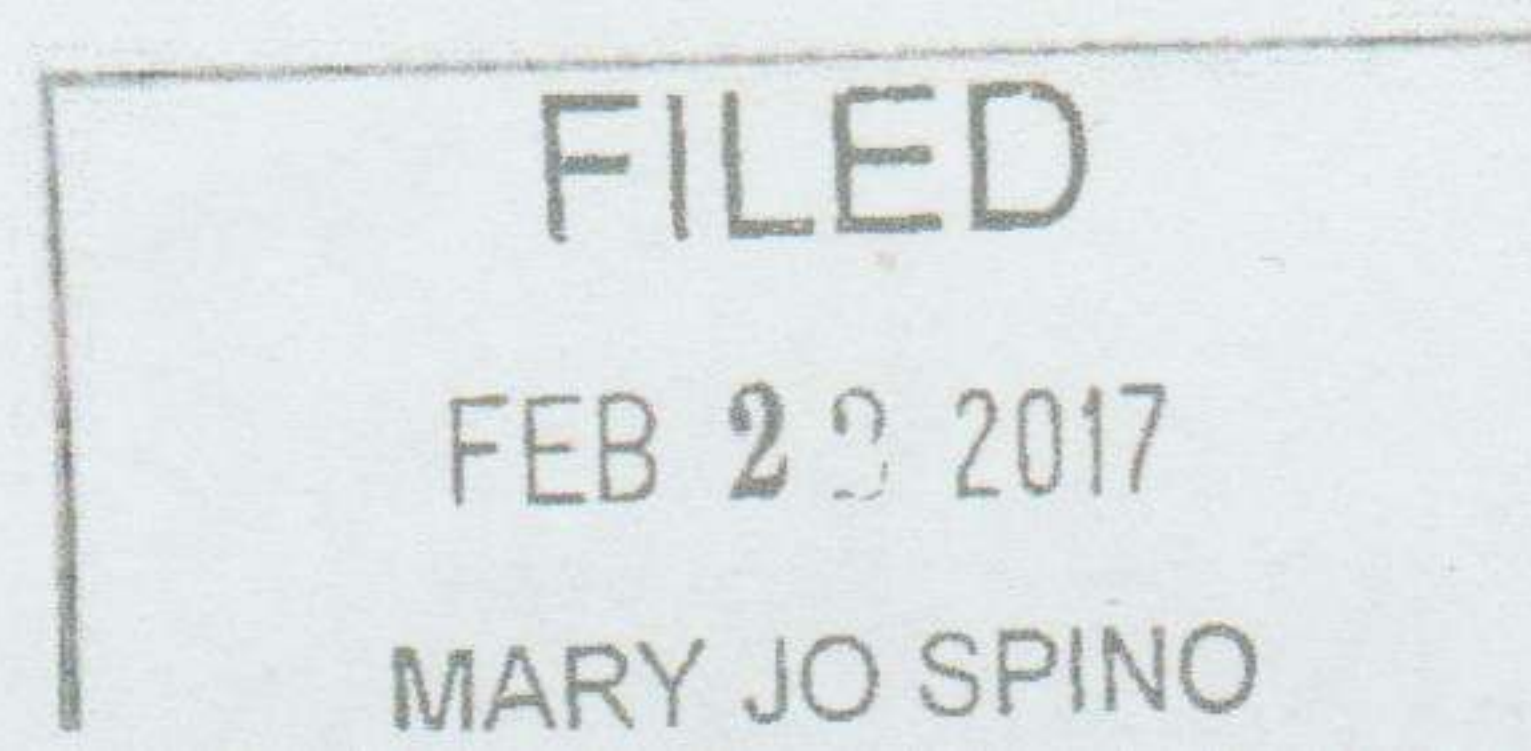
WHEREAS, through the Cooperative Agreement, County and KCATA formed a regional partnership to enhance the condition, viability and use of the Railroad Corridor and promote an historic regional transit opportunity while advancing the County's vision and KCATA's transit options;

WHEREAS, the County acquired the Railroad Corridor from UP on May 2, 2016;

WHEREAS, the County is the fee owner of the Railroad Corridor and a "common carrier" under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board;

WHEREAS, the County will undertake the removal of debris, brush, hazards and other environmental conditions from the Railroad Corridor and construct a multi-use bicycle and pedestrian shared use path (the "**Shared Use Path Project**");

WHEREAS, the County has agreed to preserve and maintain the Railroad Corridor in accordance with the hierarchy pyramid attached hereto as Exhibit A and KCATA may develop a future shared commuter rail system, alternative commuter-based transit system and other public transportation systems and uses (the "**Multi-Modal Project**");



WHEREAS, the planning and design of the Railroad Corridor will focus on preservation of the national rail network corridor's integrity while developing multi-modal transportation options including the Shared Use Path Project and Multi-Modal Project.

WHEREAS, in order to fund the acquisition of the Railroad Corridor and related initial projects, the County issued its special purpose obligation bonds in an aggregate principal amount of \$51,950,000 (the "**County Bonds**");

WHEREAS, the KCATA has agreed to reimburse the County for KCATA's fifty-percent (50%) share of the principal of and interest on the County Bonds paid by the County;

WHEREAS, the County anticipates constructing the Shared Use Path Project through a variety of sources and the KCATA does not have an obligation to fund the Shared Use Path Project;

WHEREAS, the County and KCATA desire to operate both the Shared Use Path Project and Multi-Modal Project in a self-sustaining manner;

WHEREAS, the Cooperative Agreement provides that the KCATA shall have the primary role in undertaking efforts involving the planning and management of future construction and use of the Railroad Corridor for the Multi-Modal Project;

WHEREAS, under Section 6.2 of the Cooperative Agreement, the County and KCATA agreed to cooperate reasonably and in good faith to establish a commuter route connecting the termination point of the Railroad Corridor to Downtown Kansas City, Missouri, which may include a connection to the River Market area of Kansas City;

WHEREAS, under Section 2.3 of the Cooperative Agreement, the County and the KCATA agreed to reasonably cooperate to pursue and develop economic opportunities as part of the Shared Use Path Project and to enhance future transit, rail and other public transportation infrastructure as part of the Multi-Modal Project;

WHEREAS, under Section 3.3 of the Cooperative Agreement, the County and the KCATA agreed to execute this Maintenance and Management Agreement and develop an interim business plan to fund the management, maintenance and operation of the Shared Use Path Project and the Multi-Modal Project;

WHEREAS, the County has created the Rock Island Rail Corridor Authority ("**RIRCA**") as a department of the County to administer the day-to-day servicing, maintenance and management of the Shared Use Path Project and Railroad Corridor;

WHEREAS, RIRCA may be established as a separate and distinct entity after the execution of this Agreement with the mutual agreement of the parties;

WHEREAS, the parties wish to set forth in this Agreement the respective rights and obligations of the County and the KCATA with respect to the management, maintenance and operation of the Shared Use Path Project and the Multi-Modal Project;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE I

BASIC TERMS

1.1. Incorporation of Recitals

The above recitals are true and correct and are hereby incorporated and made a part of this Agreement as if fully set forth.

1.2 Purpose

The purpose of this Agreement is to provide for: (i) the operation, servicing, management and maintenance of the Shared Use Path Project and Railroad Corridor by the County; and (ii) the management, maintenance and operation of the Multi-Modal Project by KCATA. A hierarchy pyramid showing the priority and implementation of (i) freight; (ii) transit; and (iii) the Shared Use Path is attached hereto as Exhibit A. An outline showing the responsibilities of each of the parties is attached hereto as Exhibit B.

1.3. Railroad Corridor Management

The County and KCATA hereby agree that the County will be the manager for the servicing, management, operation and maintenance of the Shared Use Path Project and Railroad Corridor, and that the County shall preserve and maintain the Railroad Corridor in accordance with the hierarchy pyramid attached hereto as Exhibit A. The parties hereby appoint KCATA as the manager for the planning, design, development, operation, management and maintenance of the Multi-Modal Project. The Shared Use Path Project and the Multi-Modal Project are collectively referred to as the "**Projects**". The County and KCATA shall be such managers as of the Commencement Date, as hereinafter defined, for the Term of this Agreement. The County hereby authorizes the KCATA to exercise such powers and take such actions with respect to the Multi-Modal Project and the Railroad Corridor as may be necessary for the performance of its obligations under this Agreement. KCATA hereby accepts its appointment on the terms and conditions hereinafter set forth.

The parties hereby acknowledge and agree that the County shall be responsible for the costs of management, security and maintenance of the Railroad Corridor for the five (5) years following the Commencement Date of this Agreement (the "**Initial Period**"). Upon the start of

2-10-17
Date

By: Steve Klika
Steve Klika
Chairman of Board of Commissioners

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 10th day of February in the year 2017, before me, Steve Klika, a Notary Public in and for said state, personally appeared Steve Klika, Chairman of the Board of Commissioners of the Kansas City Area Transportation Authority, a Missouri body corporate and politic, known to me to be the person who executed the foregoing Agreement on behalf of said authority and acknowledged to me that (a) he is the Chairman of the Board of Commissioners of the Kansas City Area Transportation Authority, a Missouri public corporation, (b) the foregoing Agreement was signed in behalf of said authority by him as the Chairman of the Board of Commissioners, by authority of the articles of incorporation and bylaws of the Kansas City Area Transportation Authority and (c) that the execution of the foregoing Agreement was the free act and deed of him as the Chairman of the Board of Commissioners of the Kansas City Area Transportation Authority and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri, on the day and year last above written.

Janet Leverich
Notary Public

My Commission Expires:

7-5-2020

JANET LEVERICH
Notary Public-Notary Seal
STATE OF MISSOURI
County of Jackson
My Commission Expires: July 05, 2020
Commission #16842770

IN WITNESS WHEREOF, the parties have hereunto set their respective hands as of the day and year first above written.

JACKSON COUNTY, MISSOURI

2-21-2017
Date

By: [Signature]
Frank White, Jr.
County Executive

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 21st day of February in the year 2017, before me, C. Howard, a Notary Public in and for said state, personally appeared Frank White, Jr., the County Executive of Jackson County, Missouri, a political subdivision of the State of Missouri, known to me to be the person who executed the foregoing Agreement on behalf of the County and acknowledged to me that (a) he is the County Executive of Jackson County, Missouri, a political subdivision of the state of Missouri, (b) the foregoing Agreement was signed in behalf of said authority by him as its County Executive, and (c) that the execution of the foregoing Agreement was the free act and deed of him as the County Executive of Jackson County, Missouri and that he executed the same for the purposes therein stated.

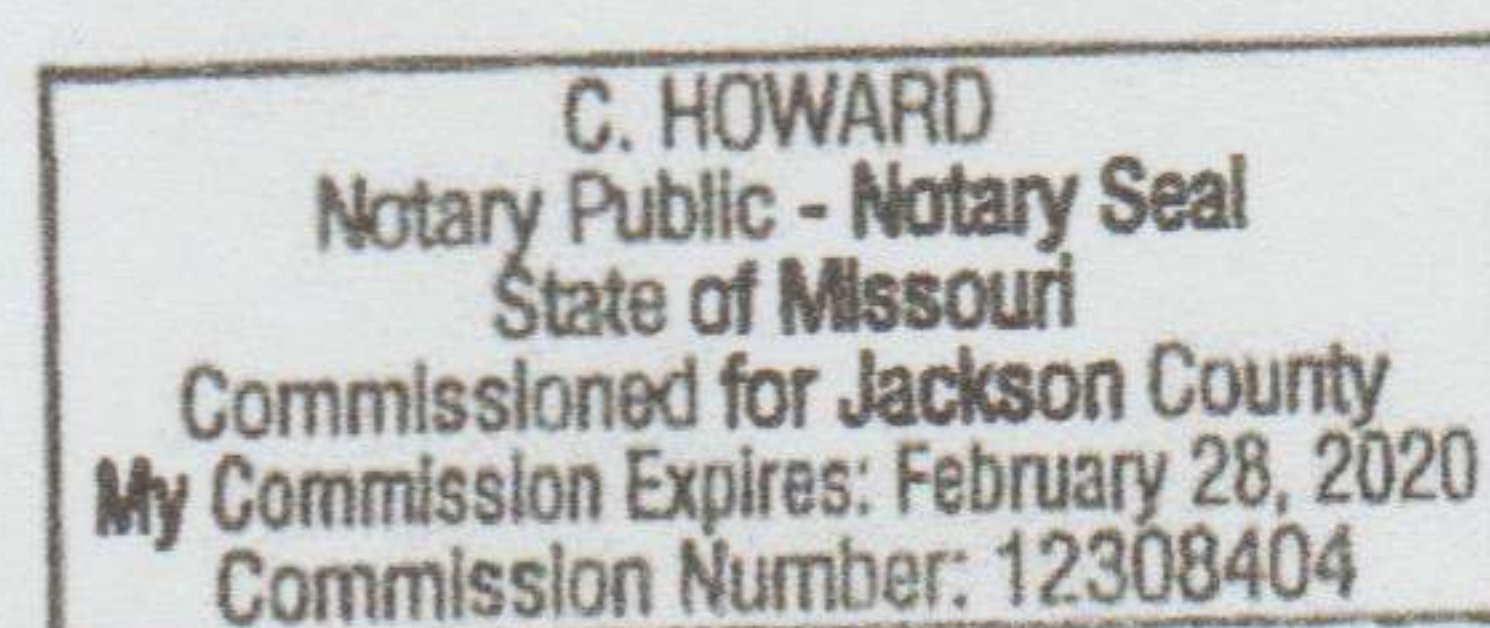
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, on the day and year last above written.

[Signature]

Notary Public

My Commission Expires:

2/28/2020



Approved As To Form:

[Signature]
County Counselor

Attest:

[Signature]
Mary Jo Spino, Clerk of the Legislature