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**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF O’FALLON, MISSOURI, AND THE CITY OF WELDON SPRING, MISSOURI, FOR THE ASPHALT MILL AND OVERLAY OF TECHNOLOGY DRIVE AND MATTERS RELATING THERETO**

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**WHEREAS**, O’Fallon and Weldon Spring are adjoining cities which share many common boundary points; and

**WHEREAS**, Weldon Spring Road and Technology Dr. are bisected by a common boundary line creating a roadway with split ownership between the two cities; and

**WHEREAS**, Technology Dr. is in need of an asphalt mill and overlay; and

**WHEREAS**, the Cities are authorized by Sec. 70.220, RSMo., Supp 2010, to contract and cooperate with each other and their officials for the planning, development, construction, acquisition, or operation of any facility, or for a common service, when, as here, the subject and purposes of any such contract or cooperative action shall be within the scope of the powers of each City; and

**WHEREAS**, the City O’Fallon plans to asphalt mill and overlay Technology Drive and the City of Weldon Spring desires to pay the City of O’Fallon the proportionate cost to include the asphalt mill and overlay on their portion of Technology Drive.

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI AS FOLLOWS:**

**SECTION 1:** Section 70.220 through 70.320 of the Revised Missouri Statutes authorizes intergovernmental agreements.

**SECTION 2:** That the Board of Aldermen hereby authorize the execution by the Mayor of the Intergovernmental Cooperation Agreement which is attached hereto as Exhibit “A” and is incorporated by reference herein.

**SECTION 3:** The vote on the aforesaid being deemed an emergency by the Board of Aldermen, the Board does hereby waive and dispense with the tabling procedure set forth in City Code, Section 110.070 and does hereby authorize the reading of the above bill twice at this meeting, and a vote thereon immediately following said second reading.

**SECTION 4:** That this ordinance shall be in full force and effect from and after its enactment and approval.

BILL NO. 1213

ORDINANCE NO. 24-01

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF  
WELDON SPRING, MISSOURI, THIS 25th DAY OF January 2024.

  
\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

  
\_\_\_\_\_  
William C. Hanks, City Clerk



BILL NO. 1213

ORDINANCE NO. 24-01

To approve Bill #1213

Motioned: Yeager

Seconded: Conley

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Baker	<u>X</u>	<u>---</u>	<u>---</u>
Clutter	<u>---</u>	<u>---</u>	<u>---</u>
Conley	<u>X</u>	<u>---</u>	<u>---</u>
Kolb	<u>X</u>	<u>---</u>	<u>---</u>
Martiszus	<u>X</u>	<u>---</u>	<u>---</u>
Yeager	<u>X</u>	<u>---</u>	<u>---</u>
Lickliger	<u>---</u>	<u>---</u>	<u>---</u>

Absent: Clutter

**Exhibit A**

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

This Intergovernmental Cooperation Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of O’Fallon, Missouri, (“O’Fallon”) and the City of Weldon Spring, Missouri, (“Weldon Spring”), two municipal corporations and political subdivisions of the State of Missouri (collectively: “the Cities” or “the parties”) located in St. Charles County.

**WHEREAS**, O’Fallon and Weldon Spring are adjoining cities which share many common boundary points; and

**WHEREAS**, Weldon Spring Road and Technology Dr. are bisected by a common boundary line creating a roadway with split ownership as identified in Exhibit A; and

**WHEREAS**, Technology Dr. is in need of an asphalt mill and overlay; and

**WHEREAS**, O’Fallon, in accordance with law, has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in connection with O’Fallon’s annual asphalt program; and

**WHEREAS**, O’Fallon plans to renew the contract for the annual asphalt program including a mill and overlay of Technology Dr. (“the Project”); and

**WHEREAS**, Weldon Spring desires to include milling and overlaying of Technology Dr. on the O’Fallon Contract at the limits shown on Exhibit A; and

**WHEREAS**, the Cities are authorized by Sec. 70.220, RSMo., Supp 2010, to contract and cooperate with each other and their officials for the planning, development, construction, acquisition, or operation of any facility, or for a common service, when, as here, the subject and purposes of any such contract or cooperative action shall be within the scope of the powers of each City; and

**WHEREAS**, the governing body of each City, by its approval and authorization of this Agreement, hereby finds, determines and declares that the arrangements and terms of cooperative action hereinafter set forth respect and properly retain the sovereignty of each City within its jurisdiction and territorial limits in accord with Sec. 70.270, RSMo. 2010;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises hereinafter set forth, the adequacy and sufficiency of which consideration is hereby acknowledged by each party, it is hereby agreed by and between O’Fallon and Weldon Spring as follows:

O’Fallon shall administer project management and inspections services for the project.

The Cities shall be responsible for the cost of work performed within each City's limits as shown on Exhibit B.

Weldon Spring shall deposit to O'Fallon the full amount of estimated work proposed within Weldon Spring limits within 60 days of execution of this contract.

The estimated proposed work within Weldon Spring limits is Forty-eight Thousand Seven Hundred Twenty-one and zero cents (**\$48,721.00**).

Should the final cost of the work be less than the estimate, O'Fallon will issue a refund to Weldon Spring for the remaining amount.

Should the final cost of the work be more than the estimate, O'Fallon will prepare a detailed invoice for the additional expenses from Weldon Spring.

In the event that the City of O'Fallon terminates this agreement, the City of Weldon Spring may at its sole discretion complete improvements within their limits, and any funds deposited by Weldon Spring and not used toward the project shall be returned to Weldon Spring.

In the event that the City of Weldon Springs terminates this agreement, the City of O'Fallon may at its sole discretion complete improvements within their limits, and any funds deposited by Weldon Spring and not used toward the project shall be returned to Weldon Spring.

**[REMAINDER OF PAGE INTENTIONAL LEFT BLANK]**

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Cooperation Agreement, in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Agreement.

Executed by the City of O'Fallon this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Executed by the City of Weldon Spring this 29th day of January, 2024

**CITY OF WELDON SPRING, MISSOURI**

**CITY OF O'FALLON, MISSOURI**

By: *Donald W. Kelly*

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

Title: Mayor

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: *W. C. [Signature]*

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

Title: City Clerk

Title: \_\_\_\_\_

[Seal]

[Seal]



APPROVED

APPROVED AS TO FORM:

By: *Donald W. Kelly*

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

Title: Mayor

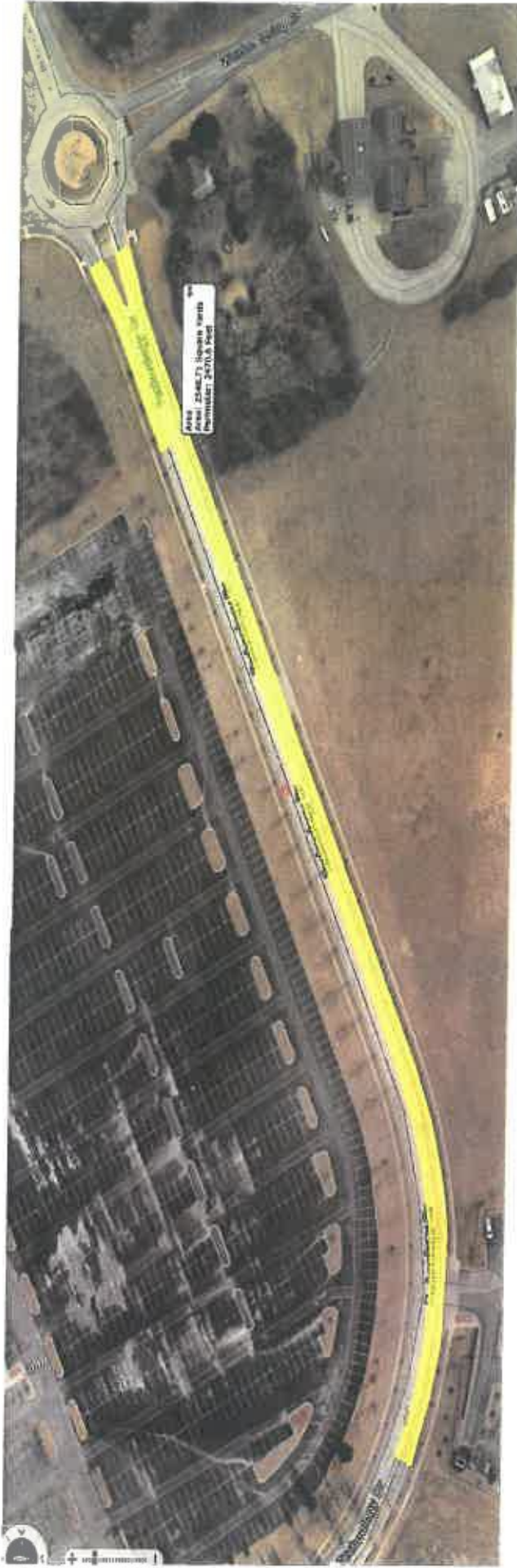
Title: \_\_\_\_\_

ORDINANCE NO.: 24-01

ORDINANCE NO.: \_\_\_\_\_



### Exhibit B - Technology Drive Asphalt - Estimated Cost & Quantity



LINE ITEM	ITEM/DESCRIPTION	UNIT	23 Unit Price	Renewal Pricing 1	O'Fallon Est Qty	O'Fallon Cost	W. S. Est Qty	W.S. Cost
1	Mobilization	LS	\$ 12,000.00	\$ 15,200.00	0.80	10,560.00	0.20	\$ 2,640.00
2	Changeable Message Sign	EA	\$ 4,000.00	\$ 4,400.00	1.60	7,040.00	0.40	\$ 1,760.00
3	1 3/4" Full Width Milling	SY	\$ 3.00	\$ 3.30	10,900.00	35,970.00	2,650.00	\$ 8,745.00
4	1 3/4" St Louis County Type C with Fiber	SY	\$ 11.00	\$ 12.10	10,900.00	131,890.00	2,650.00	\$ 32,065.00
5	Full Depth Asphalt Repairs	SY	\$ 88.00	\$ 95.80	220.00	21,296.00	20.00	\$ 1,986.00
6	6" White Acrylic Waterborne Paint - Crosswalk	LF	\$ 7.00	\$ 7.70		0.00		\$ -
7	24" White Acrylic Waterborne Paint- Stop bar	LF	\$ 11.50	\$ 12.55		0.00		\$ -
8	4" Yellow Acrylic Waterborne Paint	LF	\$ 1.00	\$ 1.00	3,200.00	3,200.00	1,575.00	\$ 1,575.00
						209,956.00		\$ 48,721.00