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Sponsored By: Mayor Hennessy

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**AN ORDINANCE THAT APPROVES ENTERING INTO THE FIRST SUPPLEMENTAL MUNICIPAL AGREEMENT BETWEEN THE CITY OF O'FALLON AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE I-70 OUTER ROAD PROJECT.**

**Whereas,** Missouri Highways and Transportation Commission has provided a First Supplemental Municipal Agreement towards the Route K interchange project (a/k/a I-70 Outer Road Project); and

**Whereas,** the City of O'Fallon has committed to the improvements at I-70 between Woodlawn Ave. and TR Hughes Blvd.; and improvements at Route K and Veteran's Memorial Parkway for efficient traffic flow and orderly development; and

**Whereas,** Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri have agreed to enter into a First Supplemental Municipal Agreement for the I-70 Outer Road Project.

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

**Section 1.**

The City of O'Fallon hereby approves and authorizes entering into a First Supplemental Municipal Agreement between the Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri regarding improvements to the I-70 Outer Road Project, which agreement is attached hereto as Exhibit A and incorporated herein by reference. The City Administrator is hereby authorized to execute said agreement on behalf of the City, together with such revisions as may be approved by the City Administrator and City Attorney.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

First Reading: **February 25, 2021**

Second Reading: **March 11, 2021**

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON,  
MISSOURI, THIS 11 DAY OF MARCH, 2021.**

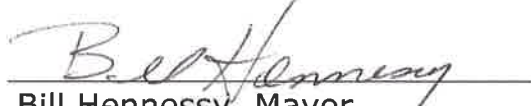
  
Presiding Officer



Attest:

  
Pamela L. Clement, City Clerk

**APPROVED BY THE MAYOR THIS 12 DAY OF MARCH, 2021.**

  
Bill Hennessy, Mayor

Attest:

  
Pamela L. Clement, City Clerk



Approved as to Form:

  
Kevin M. O'Keefe, City Attorney

CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 01/18 (BDG)  
Modified:

Municipal Agreement  
Route: **Interstate 70**  
County: **St. Charles**  
Job No.: **6I2418 & 6S3520**

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FIRST SUPPLEMENTAL MUNICIPAL AGREEMENT**

THIS FIRST SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of O'Fallon, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS, on January 17, 2018, the Commission and the City entered into a *Municipal Agreement* (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to supplement the terms and conditions of the Municipal Agreement as provided in this First Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) ADDITION TO PARAGRAPH (1), IMPROVEMENT DESIGNATION, OF ORIGINAL AGREEMENT: Paragraph (1) of the Original Agreement is hereby supplemented to include the following additional paragraph:

The public project known as J6S3520/S502061 Interstate 70 Outer Road Improvements Phase 2 (TR Hughes to Woodlawn), St. Charles County will consist of addition of a one-way south outer road from Woodlawn to Route K, a U-Turn ramp under the western end of the I-70 bridge over Route K, a U-Turn ramp on the eastern end of the Woodlawn Bridge over I-70, converting the north outer road to a one-way road from Route K to Woodlawn, modifying curve on Crestview, relocate the exit point of the eastbound off-ramp to Route K approximately 800 feet west of its current location, and various other modifications along Woodlawn from West Terra to J-Mark Court.

(2) ADDITION TO PARAGRAPH (2), IMPROVEMENT WITHIN THE CITY, OF ORIGINAL AGREEMENT: Paragraph (2) of the Original Agreement is hereby supplemented to include the following additional paragraphs:

On Crestview Drive for curve modification.

On Sanders Drive from Woodlawn Avenue to 600 feet east of Woodlawn Avenue.

On Woodlawn Avenue from West Terra Lane to J-Mark Court.

(3) ADDITION TO PARAGRAPH (5), PURPOSE, OF ORIGINAL AGREEMENT: Paragraph (5) of the Original Agreement is hereby supplemented to include the following additional paragraphs:

The parties' responsibilities with respect to funding of said improvements for Phase 2 are outlined in a separate Cost Share Agreement dated August 10, 2020, and incorporated with this agreement as Exhibit J.

This supplemental agreement includes provisions to relinquish a portion of the state highway system to the City. The work designated as J6S3520/S502061 Phase 2 of the I-70/ Route K Interchange Improvement will be completed prior to the relinquishment or conveyance of the state highway system roadways to the City. Exhibit F, Change in Route Status, identifies the section of Crestview Drive that will be relinquished to the City through this Supplemental Agreement. Terms of the relinquishment are stated in sections (17) through (22) of the original Agreement.

Upon completion of the work, the City will convey to the Commission part of Parcel 1 (Kaplan property), part of a City owned property adjacent to Parcel 1 and part of Parcel 4 as shown in Exhibit H, Property Description, City Conveyance.

The City will grant MoDOT the right to access permanent easements on Parcels 2 and 4 to maintain retaining walls.

(4) ADDITION TO PARAGRAPH (10), LIGHTING, OF ORIGINAL AGREEMENT: Paragraph (10) of the Original Agreement is hereby supplemented to include the following additional paragraph as Paragraph (10)(C):

(C) The City will, at its cost and expense, install, basic highway intersection or interchange lighting at warranted locations on the improvement for Phase 2 as described in Paragraph (1) of this Supplemental Agreement. The Commission will, at its cost and expense, operate, and maintain basic highway intersection or interchange lighting installed by the City at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's standards and specifications on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed by the City on the improvement without approval of the Commission.

(5) ADDITION TO PARAGRAPH (14), COMMENCEMENT OF WORK, OF ORIGINAL AGREEMENT: Paragraph (14) of the Original Agreement is hereby

supplemented to include the following additional paragraph:

After acquisition of the necessary right-of-way as shown in Exhibit I, Right of Way Modifications, the City shall construct the highway designated as J6S3520/S502061 Phase 2 of the Interstate 70 Outer Road Improvements in accordance with final detailed plans approved by the Commission and FHWA (or as they may be changed from time to time by the City with the approval of the Commission and of the FHWA) at such time as City funds are allocated to the public improvement in an amount sufficient to pay for the construction and right-of-way costs, upon approval of the plans by the Commission and the FHWA, upon the award by the City of the contract for the construction and the concurrence in the award by the Commission. The Commission obligation toward the actual construction of the public improvement shall be as detailed in the Cost Share Agreement dated August 10, 2020.

(6) ADDITION TO PARAGRAPH (15.) MAINTENANCE, OF ORIGINAL AGREEMENT: Paragraph (15) of the Original Agreement is hereby supplemented to include the following additional paragraph:

(D) The City shall maintain all portions of Sanders Entrance Road within the Commission owned Right-of-Way as shown in Exhibit I, Right-of-Way Modifications. Maintenance by the City shall be restricted to the driving surface and traffic control devices, and any other items disclaimed in paragraph (A) by the Commission. The City shall be responsible for snow and/or ice removal from the driving surface. The Commission shall maintain the retaining wall supporting both Ramp 2 and Sanders Entrance Road. Upon completion of the project, the City shall enter into a separate Maintenance Agreement with the Commission for Sanders Entrance Road.

(7) ADDITION TO PARAGRAPH (21), RELINQUISHMENT, OF ORIGINAL AGREEMENT: Paragraph (21) of the Original Agreement is hereby supplemented to include the following additional paragraph:

An additional deed to cover additional roadways referred to in this Supplemental Agreement is incorporated as Exhibit G, and is attached hereto and incorporated herein by reference.

(8) ADDITIONAL EXHIBITS: The following exhibits, which are attached hereto and incorporated herein by reference, are hereby made a part of the Agreement:

- |                  |  |
|------------------|--|
| <i>Exhibit F</i> | <i>Change in Route Status</i>                    |
| <i>Exhibit G</i> | <i>Additional Quitclaim Property Description</i> |
| <i>Exhibit H</i> | <i>Property Description, City Conveyance</i>     |
| <i>Exhibit I</i> | <i>Right of Way Modifications</i>                |
| <i>Exhibit J</i> | <i>Cost Share Agreement, Phase 2</i>             |

(9) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on 2021-03-18 | 2:28 PM PDT (DATE).

Executed by the Commission on 2021-03-19 | 1:17 PM CDT (DATE).

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

**CITY OF O'FALLON, MISSOURI**

DocuSigned by:  
*Eric Schroeter*  
By: 5F8CCFE9B29E499...  
Title: Assistant Chief Engineer

DocuSigned by:  
*Michael Snowden*  
By: 9B364B080316451  
Title: City Administrator

**ATTEST:**

**ATTEST:**

DocuSigned by:  
*Pamela Horton*  
By: A4666CD7996249B...  
Secretary to the Commission

DocuSigned by:  
*Pamela Clement*  
By: CE079DD8BC42484...  
Title: City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

DocuSigned by:  
*Bryce D. Gamblin*  
By: 7C936DA1724D4A6  
Commission Counsel

DocuSigned by:  
*Kevin O'Keefe*  
By: E43E68AD5CF94B5...  
Title: City Attorney

Ordinance Number 6763



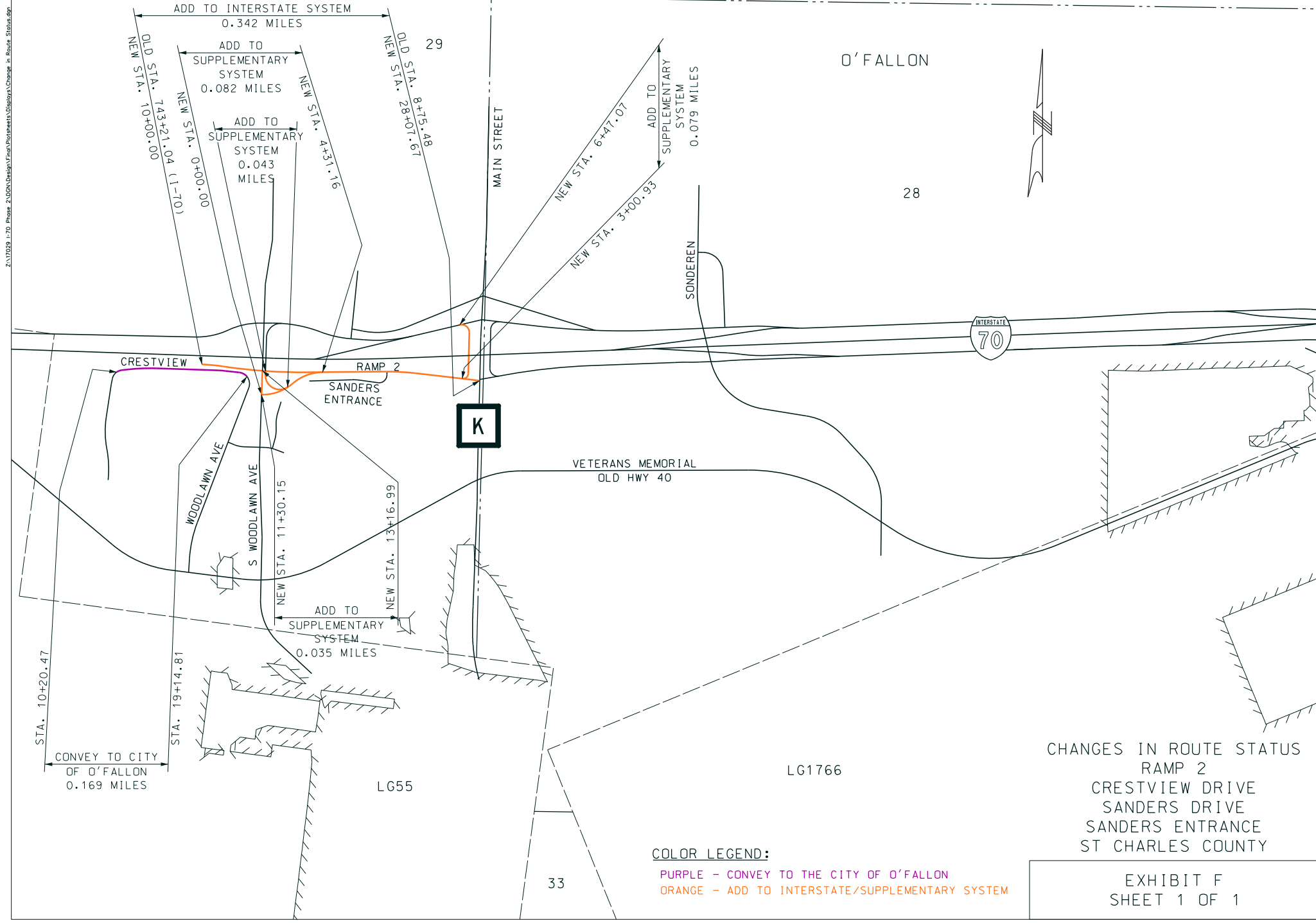
T47N,R3E

O'FALLON

28



2/12/2019 1:20:37 PM Phase 2: I-70 Upgrade from Construction to Operations Change in Route Status.dgn 10/29/17 AM 2/9/2021



**K**



**COLOR LEGEND:**

- PURPLE - CONVEY TO THE CITY OF O'FALLON
- ORANGE - ADD TO INTERSTATE/SUPPLEMENTARY SYSTEM

CHANGES IN ROUTE STATUS  
 RAMP 2  
 CRESTVIEW DRIVE  
 SANDERS DRIVE  
 SANDERS ENTRANCE  
 ST CHARLES COUNTY

EXHIBIT F  
 SHEET 1 OF 1

LG55

LG1766

33

CONVEY TO CITY  
 OF O'FALLON  
 0.169 MILES

ADD TO INTERSTATE SYSTEM  
 0.342 MILES

ADD TO  
 SUPPLEMENTARY  
 SYSTEM  
 0.082 MILES

ADD TO  
 SUPPLEMENTARY  
 SYSTEM  
 0.043  
 MILES

ADD TO  
 SUPPLEMENTARY  
 SYSTEM  
 0.035 MILES

ADD TO  
 SUPPLEMENTARY  
 SYSTEM  
 0.079 MILES

STA. 10+20.47  
 STA. 19+14.81

OLD STA. 743+21.04 (I-70)  
 NEW STA. 10+00.00

NEW STA. 0+00.00

NEW STA. 11+30.15

NEW STA. 13+16.99

OLD STA. 28+07.61  
 NEW STA. 8+15.48

NEW STA. 6+47.07  
 NEW STA. 3+00.93

WOODLAWN AVE

S. WOODLAWN AVE

MAIN STREET

VETERANS MEMORIAL  
 OLD HWY 40

SONDEREN

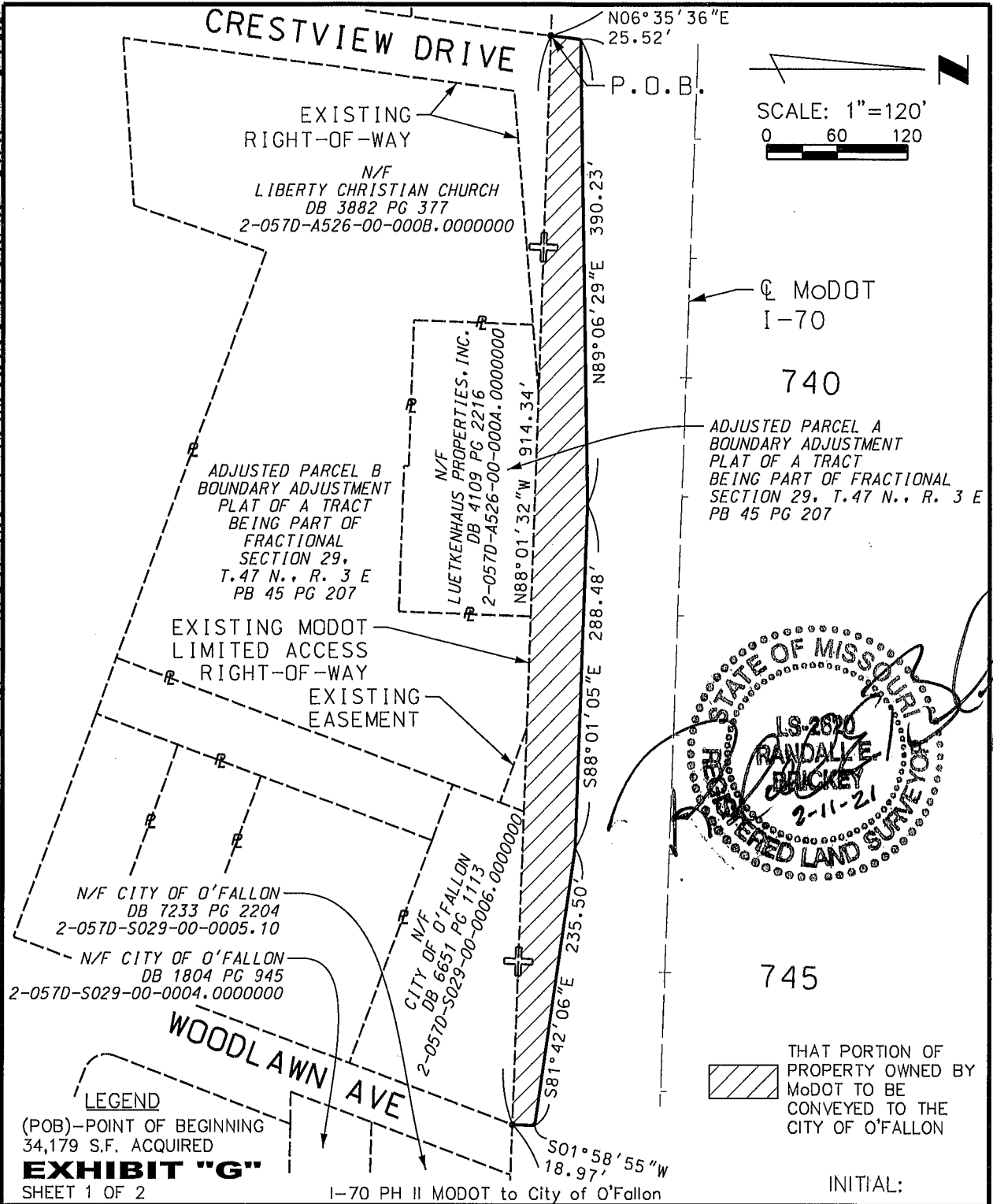
CRESTVIEW

SANDERS ENTRANCE

RAMP 2



Z:\17029 I-70 Phase 2\DCM\Design\Final\Plotsheets\Displays\Exhibit G Sheet 1.dgn 2:55:03 PM 2/10/2021



01/18/2021

**RIGHT-OF-WAY PLAT**

A TRACT OF LAND BEING PART OF THE S.E. 1/4 OF SECTION 29, TOWNSHIP 47 NORTH, RANGE 3 EAST CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI

January 19, 2021

REB

RE: I-70 Phase II

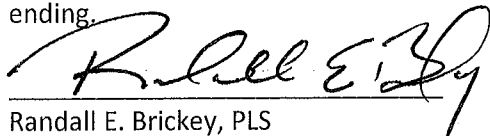
Transfer of Ownership from MODOT to the City of O'fallon, Missouri:

A tract of land being part of Fractional Section 29, Township 47 North, Range 3 East, St. Charles County, Missouri, said tract of land being property owned by the State of Missouri as Right-of-Way for Interstate Highway 70 and being more particularly described as:

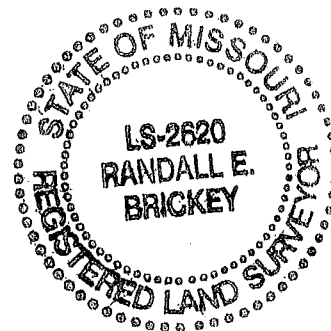
Beginning at a point on the South Right-of-Way line of Interstate Highway 70, said Beginning point being 125 feet perpendicular distance right of Station 737+17.68 of the hereinafter described Centerline of Interstate Highway 70; Thence departing said South Right-of-Way line, North 06 Degrees 35 minutes 36 seconds East, 25.52 feet to a point being 99.57 feet perpendicular distance right of Station 737+19.73; Thence North 89 Degrees 06 minutes 29 seconds East, 390.23 feet to a point being 80 feet perpendicular distance right of Station 741+09.48; Thence South 88 Degrees 01 minutes 05 seconds East, 288.48 feet to a point being 80 feet perpendicular distance right of Station 743+97.96; Thence South 81 Degrees 42 minutes 06 seconds East, 235.50 feet to a point being 105.91 feet perpendicular distance right of Station 746+32.03; Thence South 01 Degrees 58 minutes 55 seconds West, 18.97 feet to a point being 124.88 feet perpendicular distance right of Station 746+32.03 and being on the Existing South Right-of-Way line of said Interstate Highway 70; Thence along said South Right-of-Way line, North 88 Degrees 01 minutes 32 seconds West, 914.34 feet to the Point of Beginning and containing 34,179 square feet more or less according to calculations by EFK Moen, L.L.C. during January, 2021.

The Centerline of Interstate Highway 70 is described as follows:

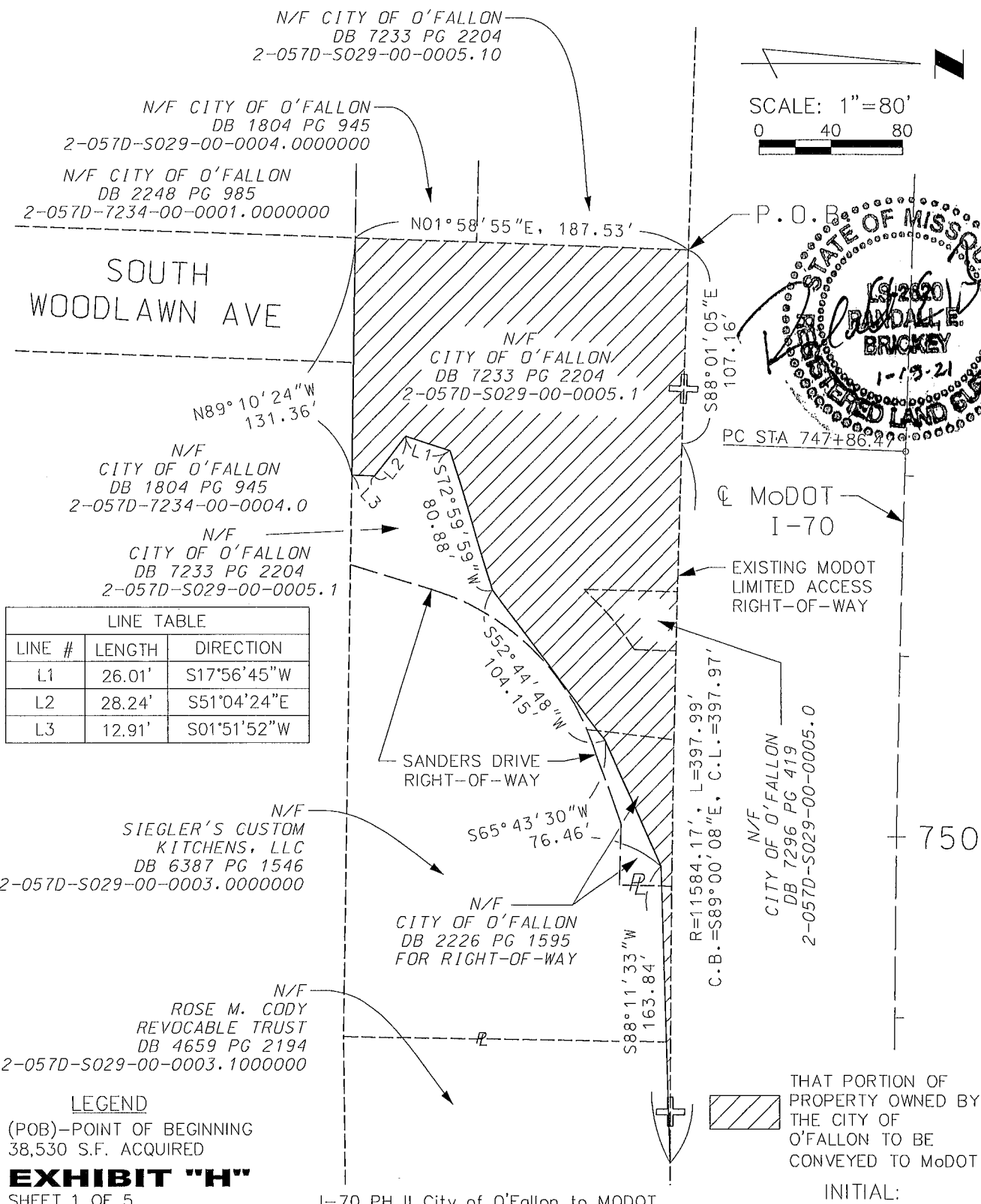
Commencing at a found old stone at the Northwest corner of Section 29, Township 47 North, Range 3 East, St. Charles County, Missouri, as described by document 600-97992, dated 5-20-16 of the Missouri Department of Agriculture; Thence South 51 degrees 08 minutes 33 seconds East, 4,824.69 feet to Station 745+00 on the Centerline of Interstate 70 and the Point of Beginning; Thence continuing along said centerline, South 88 degrees 01 minutes 05 seconds East, 286.47 feet to PC Station 747+86.47; Thence along a curve to the left, having a radius of 11,459.17 feet, an arc distance of 826.67 feet and whose chord bears, North 89 degrees 54 minutes 55 seconds East, 826.49 feet to PT Station 756+13.14; Thence North 87 degrees 50 minutes 55 seconds East, 6,524.01 feet to PT Station 821+37.15; Thence along a curve to the right, having a radius of 22,918.28 an arc distance of 362.85 feet and whose chord bears, North 88 degrees 18 minutes 08 seconds East, 362.85 feet to Station 825+00 and the point of ending.



Randall E. Brickey, PLS  
MO PLS No. 2620  
EFK Moen, LLC  
13523 Barrett Parkway, Suite 250  
314-394-3167  
St. Louis, Missouri 63021



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**LEGEND**  
(POB)-POINT OF BEGINNING  
38,530 S.F. ACQUIRED

**EXHIBIT "H"**  
SHEET 1 OF 5

I-70 PH II City of O'Fallon to MoDOT

**RIGHT-OF-WAY PLAT**  
A TRACT OF LAND BEING PART OF THE S.E. 1/4 OF SECTION 29, TOWNSHIP 47 NORTH, RANGE 3 EAST CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI

December 3, 2020

REB

RE: I-70 Phase II

Transfer of Ownership from the City of O'fallon, Missouri to MODOT:

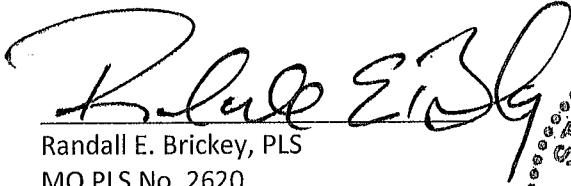
A tract of land being part of Fractional Section 29, Township 47 North, Range 3 East, St. Charles County, Missouri, said tract of land being property now or formerly owned by the City of O'fallon, Missouri and being recorded by Deed in Book 7233 Page 2204 and by Deed in Book 7296 Page 419 of the St. Charles County, Missouri records and being more particularly described as:

Beginning at a point on the South Right-of-Way line of Interstate Highway 70, said Beginning point being 125 feet perpendicular distance right of Station 746+79.31 of the hereinafter described Centerline of Interstate Highway 70; Thence continuing along said South Right-of-Way line of Interstate 70, South 88 Degrees 01 minutes 05 seconds East, 107.16 feet to a point of curve, said point of curve being 125 feet perpendicular distance right of Station 747+86.47; Thence continuing along said Right-of-Way line, and along a curve to the left, having a radius of 11,584.17 feet, an arc distance of 397.99 feet and whose chord bears, South 89 Degrees 00 minutes 08 seconds East, 397.97 feet to a point, said point being 125 feet perpendicular distance right of Station 751+80.17; Thence departing said Right-of-Way line, South 88 Degrees 11 minutes 33 seconds West, 163.84 feet to a point being 131.36 feet perpendicular distance right of Station 750+18.26; Thence South 65 Degrees 43 minutes 30 seconds West, 76.46 feet to a point being 164 feet perpendicular distance right of Station 749+49.49; Thence South 52 Degrees 44 minutes 48 seconds West, 104.15 feet to a point being 229 feet perpendicular distance right of Station 748+70; Thence South 72 Degrees 59 minutes 59 seconds West, 80.88 feet to a point being 255.01 feet perpendicular distance right of Station 747+95; Thence South 17 Degrees 56 minutes 45 seconds West, 26.01 feet to a point being 280.01 feet perpendicular distance right of Station 747+87.59; Thence South 51 Degrees 04 minutes 24 seconds East, 28.24 feet to a point being 297.01 feet perpendicular distance right of Station 748+09.98; Thence South 01 Degrees 51 minutes 52 seconds West, 12.91 feet to a point being 309.92 feet perpendicular distance right of Station 748+09.98; Thence North 89 Degrees 10 minutes 24 seconds West, 131.36 feet to a point being 312.53 feet perpendicular distance right of Station 746+79.31; Thence North 01 Degrees 58 minutes 55 seconds East, 187.53 feet to the Point of Beginning and containing 38,530 square feet more or less according to calculations by EFK Moen, L.L.C. during December, 2020.

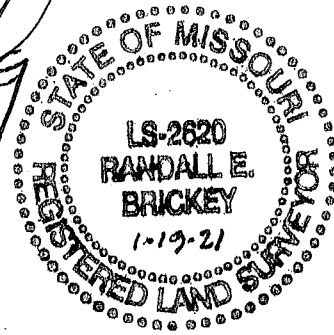
The Centerline of Interstate Highway 70 is described as follows:

Commencing at a found old stone at the Northwest corner of Section 29, Township 47 North, Range 3 East, St. Charles County, Missouri, as described by document 600-97992, dated 5-20-16 of the Missouri Department of Agriculture; Thence South 51 degrees 08 minutes 33 seconds East, 4,824.69 feet to Station 745+00 on the Centerline of Interstate 70 and the Point of Beginning; Thence continuing along said centerline, South 88 degrees 01 minutes 05 seconds East, 286.47 feet to PC Station 747+86.47; Thence along a curve to the left, having a radius of 11,459.17 feet, an arc distance of 826.67 feet and whose chord bears, North 89 degrees 54 minutes 55 seconds East, 826.49 feet to PT Station 756+13.14; Thence North 87 degrees 50 minutes 55 seconds East, 6,524.01 feet to PT Station 821+37.15;

Thence along a curve to the right, having a radius of 22,918.28 an arc distance of 362.85 feet and whose chord bears, North 88 degrees 18 minutes 08 seconds East, 362.85 feet to Station 825+00 and the point of ending.

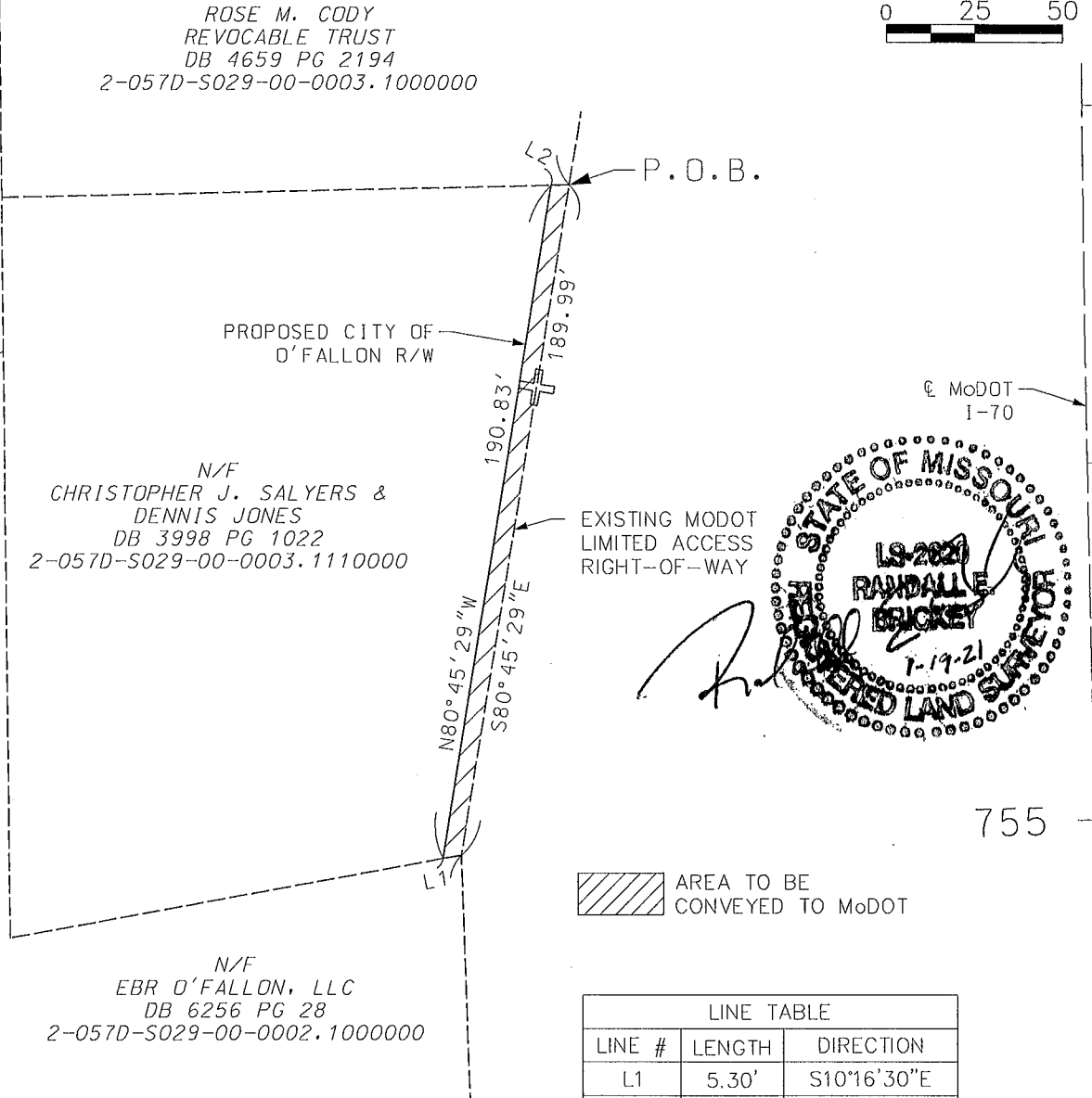
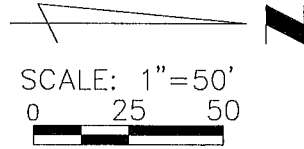


Randall E. Brickey, PLS  
MO PLS No. 2620  
EFK Moen, LLC  
13523 Barrett Parkway, Suite 250  
314-394-3167  
St. Louis, Missouri 63021



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N/F  
 ROSE M. CODY  
 REVOCABLE TRUST  
 DB 4659 PG 2194  
 2-057D-S029-00-0003.1000000



N/F  
 CHRISTOPHER J. SALYERS &  
 DENNIS JONES  
 DB 3998 PG 1022  
 2-057D-S029-00-0003.1110000

N/F  
 EBR O'FALLON, LLC  
 DB 6256 PG 28  
 2-057D-S029-00-0002.1000000

AREA TO BE CONVEYED TO MoDOT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.30'	S10°16'30"E
L2	5.09'	N01°15'40"W

**LEGEND**

(POB)-POINT OF BEGINNING  
 953 S.F. ACQUIRED

**EXHIBIT "H"**

SHEET 4 OF 5

I-70 PH II City of O'Fallon to MODOT

INITIAL:

PT STA 756+13.14

01/18/2021

**RIGHT-OF-WAY PLAT**  
 A TRACT OF LAND BEING PART OF THE S.E. 1/4 OF  
 SECTION 29, TOWNSHIP 47 NORTH, RANGE 3 EAST  
 CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI

December 3, 2020

REB

RE: I-70 Phase II

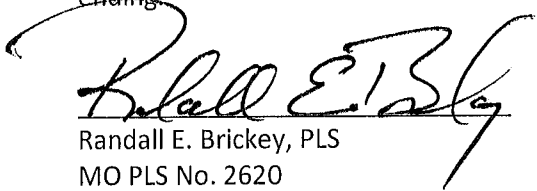
Transfer of Ownership from the City of O'fallon, Missouri to MODOT:

A tract of land being part of Fractional Section 29, Township 47 North, Range 3 East, St. Charles County, Missouri, said tract of land being property now or formerly owned by the City of O'fallon, Missouri as recorded in the St. Charles County, Missouri records and being more particularly described as:

Beginning at a point on the South Right-of-Way line of Interstate Highway 70, said Beginning point being 145.73 feet perpendicular distance right of Station 753+20.74 of the hereinafter described Centerline of Interstate Highway 70; Thence along said South Right-of-Way line of Interstate 70, South 80 Degrees 45 minutes 29 seconds East, 189.99 feet to a point being 180 feet perpendicular distance right of Station 755+05; Thence departing said Right-of-Way line, South 10 Degrees 16 minutes 30 seconds East, 5.30 feet to a point, said point being 185.25 feet perpendicular distance right of Station 755+05.79; Thence North 80 Degrees 45 minutes 29 seconds West, 190.83 feet to a point being 150.82 feet perpendicular distance right of Station 753+20.80; Thence North 01 Degrees 15 minutes 40 seconds West, 5.09 feet to the Point of Beginning and containing 953 square feet more or less according to calculations by EFK Moen, L.L.C. during December, 2020.

The Centerline of Interstate Highway 70 is described as follows:

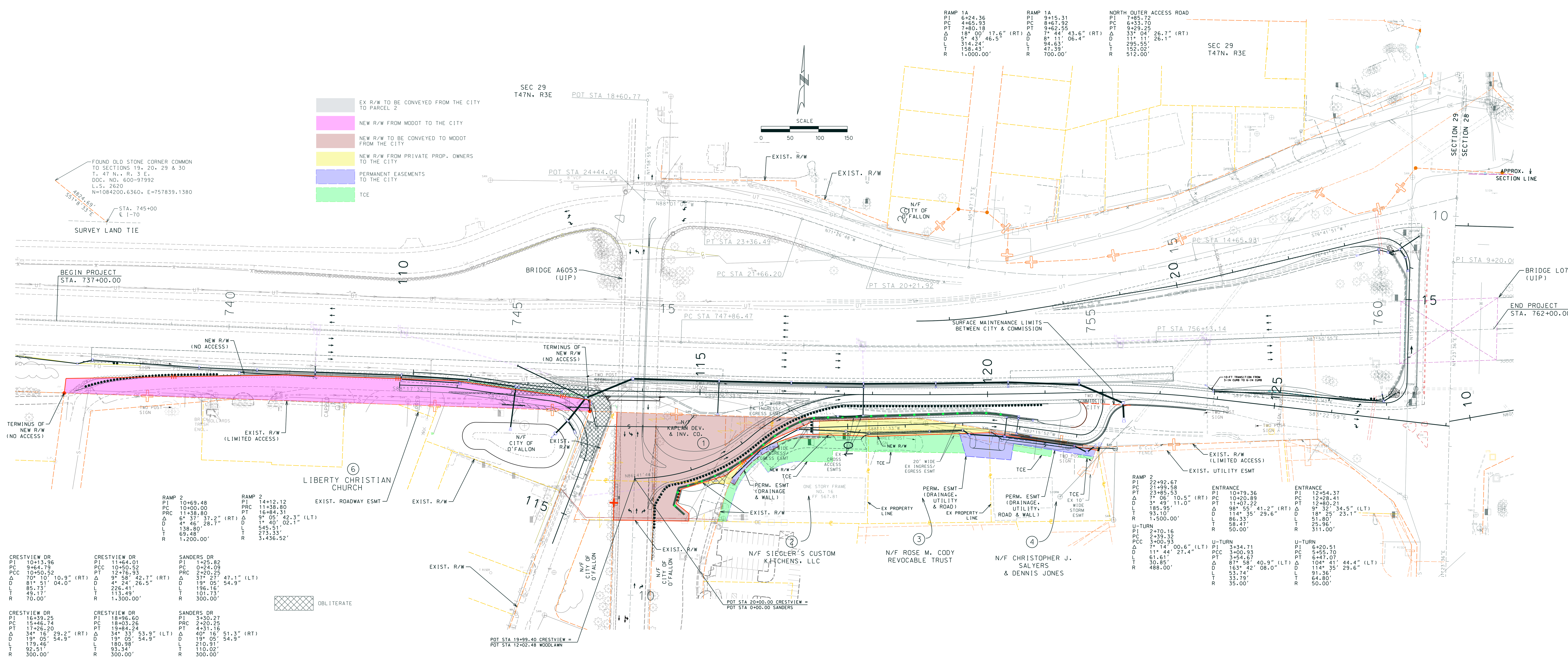
Commencing at a found old stone at the Northwest corner of Section 29, Township 47 North, Range 3 East, St. Charles County, Missouri, as described by document 600-97992, dated 5-20-16 of the Missouri Department of Agriculture; Thence South 51 degrees 08 minutes 33 seconds East, 4,824.69 feet to Station 745+00 on the Centerline of Interstate 70 and the Point of Beginning; Thence continuing along said centerline, South 88 degrees 01 minutes 05 seconds East, 286.47 feet to PC Station 747+86.47; Thence along a curve to the left, having a radius of 11,459.17 feet, an arc distance of 826.67 feet and whose chord bears, North 89 degrees 54 minutes 55 seconds East, 826.49 feet to PT Station 756+13.14; Thence North 87 degrees 50 minutes 55 seconds East, 6,524.01 feet to PT Station 821+37.15; Thence along a curve to the right, having a radius of 22,918.28 an arc distance of 362.85 feet and whose chord bears, North 88 degrees 18 minutes 08 seconds East, 362.85 feet to Station 825+00 and the point of ending.



Randall E. Brickey, PLS  
MO PLS No. 2620  
EFK Moen, LLC  
13523 Barrett Parkway, Suite 250  
314-394-3167  
St. Louis, Missouri 63021



Z:\17029-1-70 Phase 2\DCGN\Design\Final\Plotsheets\Displays\Exhibit I - RW Modifications.dgn 12:34:28 PM 1/26/2021



- EX R/W TO BE CONVEYED FROM THE CITY TO PARCEL 2
- NEW R/W FROM MODOT TO THE CITY
- NEW R/W TO BE CONVEYED TO MODOT FROM THE CITY
- NEW R/W FROM PRIVATE PROP. OWNERS TO THE CITY
- PERMANENT EASEMENTS TO THE CITY
- TCE

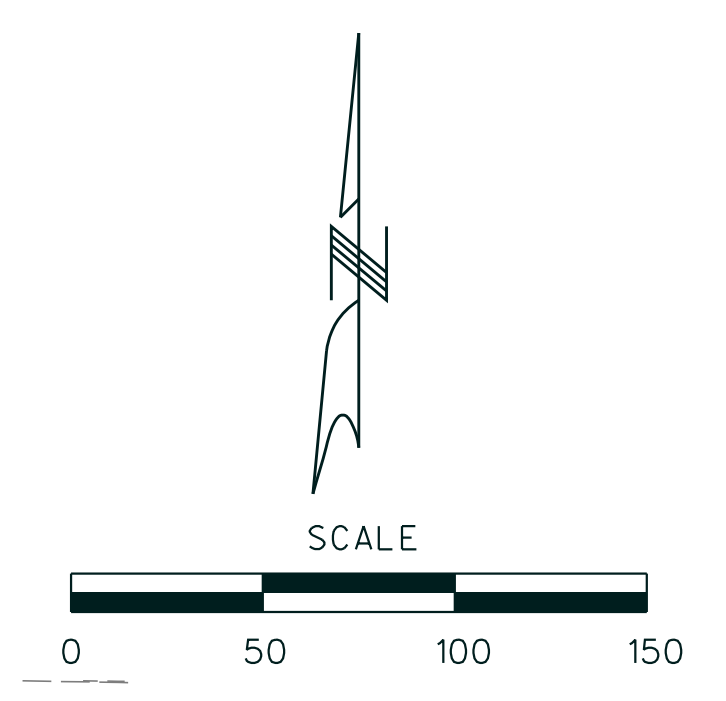
FOUND OLD STONE CORNER COMMON TO SECTIONS 19, 20, 29 & 30  
 T. 47' N., R. 3' E.  
 DGC. NO. 600-97992  
 L.S. 2620  
 N=1084200.6360, E=757839.1380

4821.69'  
 S01°0'33"E

STA. 745+00  
 ± I-70

SURVEY LAND TIE

RAMP 1A		RAMP 1A		NORTH OUTER ACCESS ROAD	
PI	6+24.36	PI	9+15.31	PI	7+85.72
PC	4+65.93	PC	8+67.92	PC	6+33.70
PT	7+80.18	PT	9+62.55	PT	9+29.25
Δ	18° 00' 17.6" (RT)	Δ	7° 44' 43.6" (RT)	Δ	33° 04' 26.7" (RT)
D	5° 43' 46.5"	D	8° 11' 08.4"	D	11° 11' 26.1"
L	314.24'	L	94.63'	L	295.55'
T	158.43'	T	47.39'	T	152.02'
R	1,000.00'	R	700.00'	R	512.00'



RAMP 2		RAMP 2	
PI	10+69.48	PI	14+12.12
PC	10+00.00	PC	11+38.80
PT	11+38.80	PT	16+84.31
Δ	6° 31' 37.2" (RT)	Δ	9° 05' 42.3" (LT)
D	4° 46' 28.7"	D	1° 40' 02.1"
L	138.80'	L	545.51'
T	69.48'	T	373.33'
R	1,200.00'	R	3,436.52'

CRESTVIEW DR		CRESTVIEW DR		SANDERS DR	
PI	10+13.96	PI	11+64.01	PI	1+25.82
PC	9+64.79	PC	10+50.52	PC	0+24.09
PCC	10+50.52	PT	12+76.93	PT	2+20.25
Δ	70° 10' 10.9" (RT)	Δ	9° 58' 42.7" (RT)	Δ	31° 27' 47.1" (LT)
D	81° 51' 04.0"	D	4° 24' 26.5"	D	19° 05' 54.9" (LT)
L	85.73'	L	226.41'	L	196.16'
T	49.17'	T	113.09'	T	101.73'
R	70.00'	R	1,300.00'	R	300.00'

CRESTVIEW DR		CRESTVIEW DR		SANDERS DR	
PI	16+39.25	PI	18+96.60	PI	3+30.27
PC	15+46.74	PC	18+03.26	PC	2+20.25
PT	17+26.20	PT	19+84.24	PT	4+31.16
Δ	34° 16' 29.2" (RT)	Δ	34° 33' 53.9" (LT)	Δ	40° 16' 51.3" (RT)
D	19° 05' 54.9"	D	19° 05' 54.9"	D	19° 05' 54.9"
L	179.46'	L	180.98'	L	210.91'
T	92.51'	T	93.34'	T	110.02'
R	300.00'	R	300.00'	R	300.00'

RAMP 2		ENTRANCE		ENTRANCE	
PI	22+92.67	PI	10+79.36	PI	12+54.37
PC	21+99.58	PC	10+20.89	PC	12+28.41
PT	23+85.53	PT	11+07.22	PT	12+80.21
Δ	7° 06' 10.5" (RT)	Δ	98° 55' 41.2" (RT)	Δ	93° 32' 34.5" (LT)
D	3° 49' 11.0"	D	114° 35' 29.6"	D	18° 25' 23.1" (LT)
L	185.95'	L	86.33'	L	51.80'
T	93.10'	T	58.47'	T	25.96'
R	1,500.00'	R	50.00'	R	311.00'

U-TURN		U-TURN		U-TURN	
PI	2+70.16	PI	3+34.71	PI	6+20.51
PC	2+39.32	PC	3+00.93	PC	5+55.70
PCC	3+00.93	PT	3+54.67	PT	6+47.07
Δ	7° 14' 00.6" (LT)	Δ	81° 58' 40.9" (LT)	Δ	104° 41' 44.4" (LT)
D	11° 44' 27.4"	D	163° 42' 08.0" (LT)	D	114° 35' 29.6"
L	61.61'	L	53.74'	L	91.36'
T	30.85'	T	33.79'	T	66.80'
R	488.00'	R	35.00'	R	50.00'

EXHIBIT I



EXHIBIT J

**BILL NO. 7175**

**ORDINANCE NO. 6653**

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Sponsored By: Mayor Hennessy

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**AN ORDINANCE THAT APPROVES ENTERING INTO A COST SHARE AGREEMENT BETWEEN THE CITY OF O'FALLON AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR USE OF MODOT COST SHARE PROGRAM FUNDS TO FUND THE I-70 OUTER ROAD PROJECT PHASE 2.**

**Whereas**, Missouri Highways and Transportation Commission has provided a Cost Share Agreement, towards the Route K interchange project (a/k/a I-70 Outer Road Project Phase 2); and

**Whereas**, the City of O'Fallon has committed to the improvements at I-70 between Woodlawn Ave. and Hwy K; and improvements at Route K and Veteran's Memorial Parkway for efficient traffic flow and orderly development; and

**Whereas**, Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri have agreed to enter into a Cost Share Agreement for use of MoDOT Cost Share funds for Phase 2 of the I-70 Outer Road Project.

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

**Section 1.**

The City of O'Fallon hereby approves and authorizes entering into a Cost Share Agreement between the Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri regarding improvements to the I-70 Outer Road Project, which agreement is attached hereto as Exhibit A and incorporated herein by reference.

The City Administrator is hereby authorized to execute said agreement on behalf of the City, together with such revisions as may be approved by the City Administrator and City Attorney.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

First Reading: FEBRUARY 27, 2020

Second Reading: MARCH 12, 2020

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 12 DAY OF MARCH, 2020.**

Bill Hennessy  
Presiding Officer

Attest: Conan Stott  
Conan Stott, Deputy City Clerk

**APPROVED BY THE MAYOR THIS 13 DAY OF MARCH, 2020.**

Bill Hennessy  
Bill Hennessy, Mayor

Attest: Conan Stott  
Conan Stott, Deputy City Clerk

Approved as to Form:  
Kevin M. O'Keefe  
Kevin M. O'Keefe, City Attorney

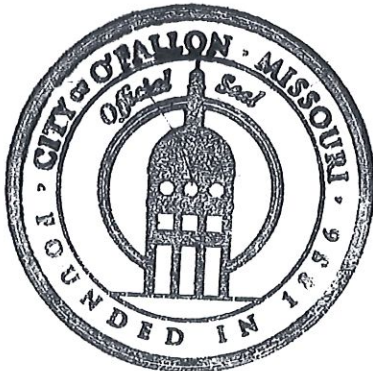


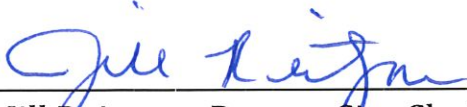
CITY OF O'FALLON  
State of Missouri

State of Missouri     )  
  ) SS  
County of St. Charles    )

I, Jill Reitzner, Deputy City Clerk within and for the City of O'Fallon, Missouri, do hereby certify that the foregoing constitutes a full, true and correct copy of Ordinance 6653 and as fully as the same appears and remains on record in the City Clerk's Office in City Hall. This Ordinance was approved by the City Council on 03-12-2020 and approved by the Mayor on 03-13-2020.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of the City of O'Fallon, Missouri, at my office in said City this 17<sup>th</sup> day of March, 2020.



  
\_\_\_\_\_  
Jill Reitzner, Deputy City Clerk  
City of O'Fallon, Missouri

CCO Form: FS08  
Approved: 03/04 (BDG)  
Revised: 03/17 (MWH)  
Modified: 03/20 (MWH)

Route I-70, St. Charles County  
Project No. J6S3520 / NHPP-S502(061)  
City of O'Fallon

## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of O'Fallon (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 26, 2019, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The purpose of this Agreement is to co-ordinate the participation by the Commission in the cost of the Entity's Project J6S3520/NHPP-S502(061).

(2) **LOCATION:** The transportation improvement that is the subject of this Agreement is contemplated at the following location:

I-70 from Route K to Woodlawn to provide one-way outer roads, addition of U-turn ramps and relocation of exit ramps.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) **AMENDMENTS:** Any change 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 Entity and the Commission.

(4) **COMMISSION REPRESENTATIVE:** The Commission's St. Louis (SL) District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission and the Entity may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the other party with written notice of cancellation. Should the Commission or the Entity exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the other party.

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to the following:

(A) The Entity shall be responsible for all aspects of the project including preliminary engineering, acquisition of right of way, relocation of utilities, letting of the project, construction, and inspection of the project.

(B) The Entity shall follow the Commission's Local Public Agency (LPA) process.

(C) The Entity shall provide preliminary engineering for the preparation of detailed right-of-way and construction plans and project specifications. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(D) The Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act (**Uniform Act**), as amended and any regulations promulgated in connection with the Act.

(E) The Commission will provide preliminary engineering review, right of way review and construction engineering review.

(F) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's written concurrence in the award.

The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award. If the Entity fails to comply with this provision, the Commission is under no obligation to continue participation in the project.

(G) The Entity or the Entity's representative shall secure all required federal, state, and local permits as required for design and construction of the improvements. Prior to entering onto the Commission right of way to perform any obligation under this Agreement, the Entity or the Entity's representative obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(H) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria, specifications and requirements established and adopted by the Commission and in accordance with the current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which shall be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The estimated total cost of the project is four million eight hundred fourteen thousand seven hundred thirty-nine dollars (\$4,814,739). The estimated cost of the Cost Share Program eligible portion of the project is three million five hundred eighty-two thousand five hundred fourteen dollars (\$3,582,514). The Cost Share eligible portion of the project cost will include preliminary engineering review, right of way review, construction, construction engineering, and construction engineering review. The estimated cost of the Cost Share ineligible portion of the project is one million two hundred thirty-two thousand two hundred twenty-five dollars (\$1,232,225). The Cost Share ineligible portion of the project cost will include preliminary engineering, right of way acquisition and utilities. The details of the estimated costs breakdown are listed below and in "Exhibit B", which is attached and made part hereof.

(B) The Entity shall be responsible for sixty-nine percent (69%) of the Cost Share eligible portion of the project cost, currently estimated at two million four hundred seventy-one thousand eleven dollars (\$2,471,011). The Entity shall be responsible for one hundred percent (100%) of the Cost Share ineligible portion of the project cost, currently estimated at one million two hundred thirty-two thousand two hundred twenty-five dollars (\$1,232,225).

(C) The Commission will responsible for thirty-one percent (31%) of the Cost Share eligible portion of the project cost up to and not to exceed the maximum

amount of one million one hundred eleven thousand five hundred three dollars (\$1,111,503). Of this amount, the Commission will provide one million ninety-six thousand five hundred three dollars (\$1,096,503) from the Commission's Cost Share program, available in State Fiscal Year 2021, and preliminary engineering review, right of way review and construction engineering review services by MoDOT personnel estimated to total fifteen thousand dollars (\$15,000). The Commission's Cost Share funds shall only be used on the State Highway System (SHS).

(D) The Entity shall be responsible for all cost overruns. The Entity shall be responsible for all costs of any work off the State Highway System (SHS). Underruns on the Cost Share eligible portion of the project will be allocated to the Commission and the Entity based on a pro rata share.

(E) The Entity may request reimbursement from the Commission after eligible project costs are incurred. Requests for reimbursement shall be submitted no more than monthly beginning after July 1, 2020 or after the project is complete.

(10) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(13) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(16) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation  
Attn: Thomas Blair  
St. Louis District Engineer  
1590 Woodlake Drive  
Chesterfield, MO 63017  
Facsimile No.: 573-522-6475  
Email: thomas.blair@modot.mo.gov

Entity to: Wade Montgomery  
City Engineer  
City of O'Fallon  
100 North Main Street



O'Fallon, MO 63366  
Facsimile No.: 636-978-4144  
Email: wmontgomery@ofallon.mo.us

or to such other place as the parties may designate in accordance with this Agreement.

(21) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) ROADWAY RELINQUISHMENT: The Commission and Entity agree that each shall enter into a separate Roadway Relinquishment Agreement following the Entity's completion of this Project J6S3520/NHPP-S502(061). The purpose of this

Agreement is to transfer and clarify ownership and maintenance responsibilities for specific roads and portions of the project going forward.

(A) The parties agree that ownership and maintenance responsibilities for the following roads or portions of the project will be transferred to the Commission:

Approximately 200 ft. of Woodlawn Avenue south of the bridge over I-70

(B) The parties agree that ownership and maintenance responsibilities for the following roads or portions of the project will be transferred to the Entity:

Crestview Drive approximately from Old Woodlawn Avenue to end of maintenance, Sanders Drive (known as Entrance Road) approximately from relocated ramp 2 tie in point to the termination point of the new entrance roadway to be renamed Sanders Drive and Route N approximately from east of Floral Drive to east of Wheatfield Farms Drive.

(C) The Entity will be responsible for surveying and description writing for the right of way to be transferred and the development of a Location Survey Plan that serves as the recordable survey plat. The general location of the roadways to be relinquished is shown on attachment marked "Exhibit C" and incorporated herein by reference.

*Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this 16<sup>th</sup> day of March, 2020.

Executed by the Commission this 10 day of August, 2020.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF O'FALLON

[Signature]

By [Signature]

Title Chief Engineer

Title City Administrator

ATTEST:

[Signature]

ATTEST:

By [Signature]

Secretary to the Commission

Title Deputy City Clerk

Approved as to Form:

[Signature]

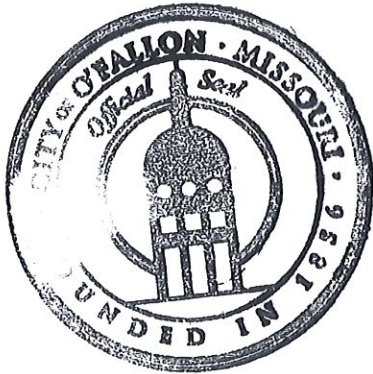
Approved as to Form:

[Signature]

Commission Counsel

Title: City Attorney

Ordinance No \_\_\_\_\_



### Exhibit A

I-70 Improvements - Location Map



## Exhibit B

**Project Name:** I-70 at Route K

**MoDOT Project Number:** J6S3520/NHPP-S502(061)

**Description:** I-70 from Route K to Woodlawn

**Total Eligible Project Cost Estimate:** \$3,582,514

**Local Entity:** City of O'Fallon

	<b>Current Estimate</b>	<b>Cost Share/Participation Eligible</b>
Preliminary Engineering	\$353,725	\$0
Preliminary Engineering Review (MoDOT)	\$5,000	\$5,000
Right of Way Acquisition	\$878,500	\$0
Right of Way Review (MoDOT)	\$5,000	\$5,000
Utilities	\$0	\$0
Construction	\$3,507,514	\$3,507,514
Construction Engineering	\$60,000	\$60,000
Construction Engineering Review (MoDOT)	\$5,000	\$5,000
<b>Total</b>	<b>\$4,814,739</b>	<b>\$3,582,514</b>

**Project Responsibilities:**

Preliminary Engineering	Entity
Right of Way Acquisition	Entity
Letting	Entity
Construction Engineering	Entity

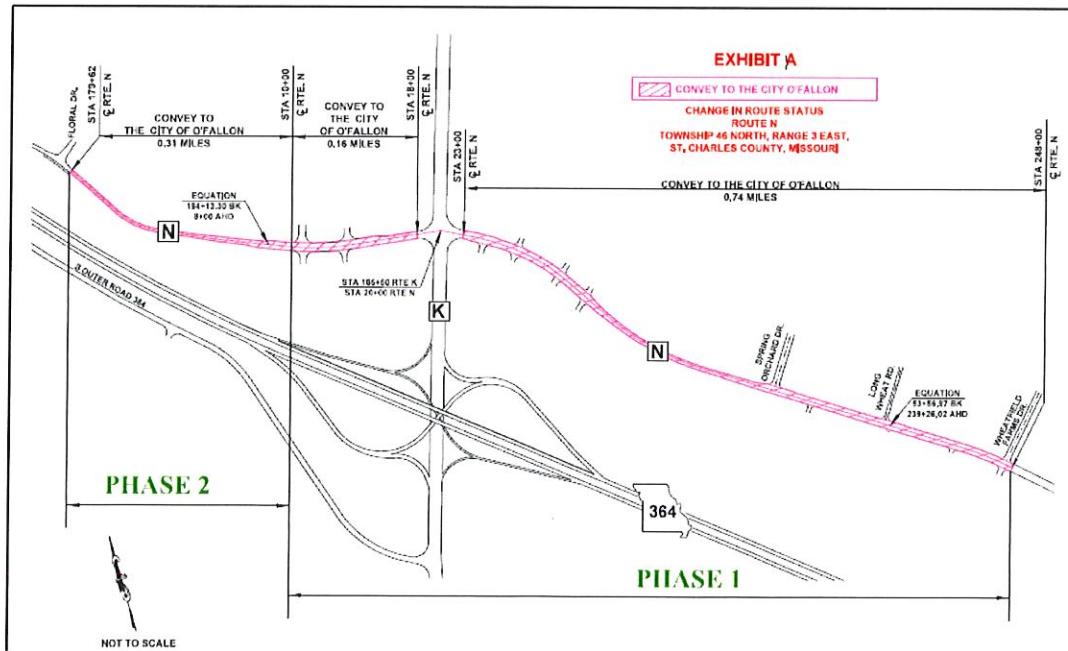
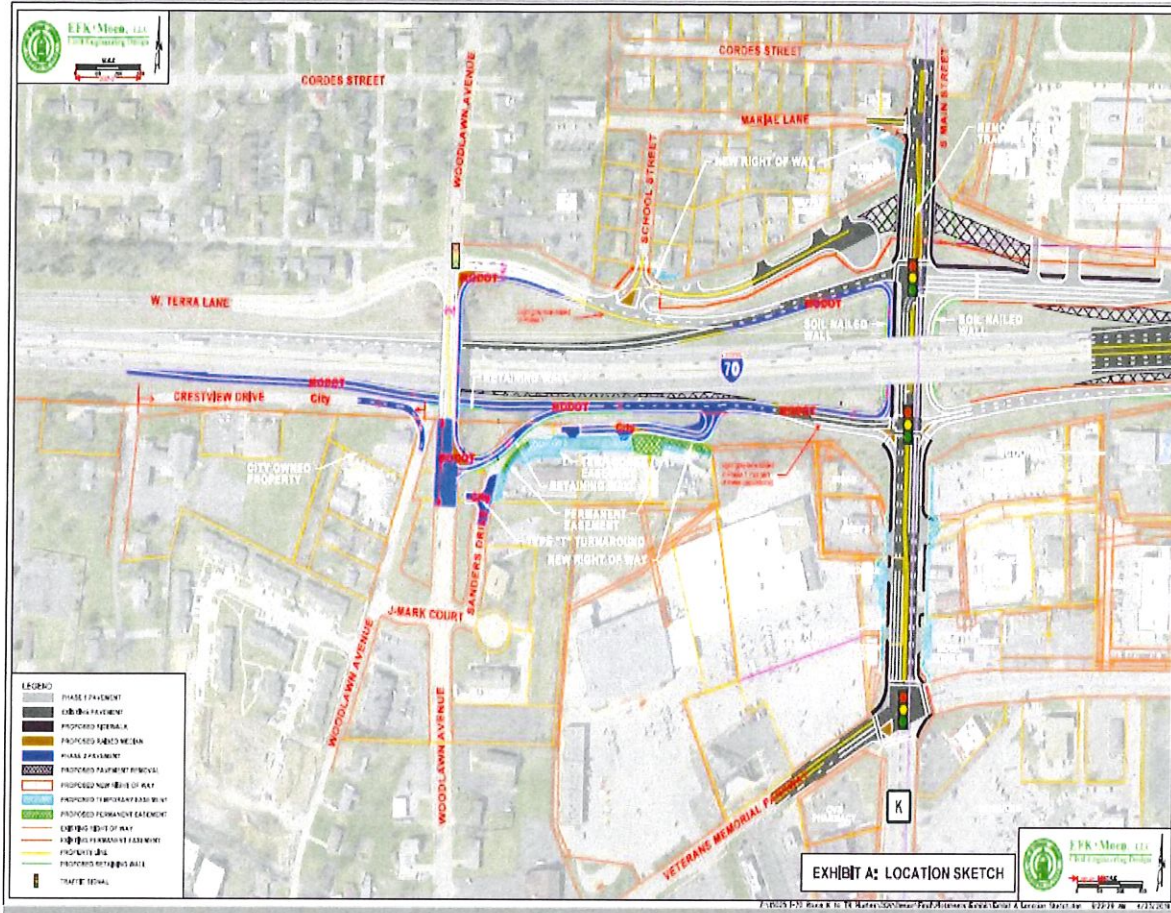
**Financial Responsibilities:**

District	\$15,000	.4%
Cost Share Funds	\$1,096,503	30.6%
Entity	\$2,471,011	69%
<b>Total:</b>	<b>\$3,582,514</b>	<b>100%</b>

**How are overruns and underruns handled?**

The Entity shall be responsible for overruns on the project. Underruns will be based on the pro rata share.

### Exhibit C



## Certificate Of Completion

Envelope Id: 3D1AC8D4E8D04CF9B23DBEADDC7123A5

Status: Completed

Subject: Please DocuSign: 2018-11-46520.pdf

Source Envelope:

Document Pages: 30

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

CHRISTOPHER A KELLY

AutoNav: Enabled

1860 Michael Faraday Drive

Envelopeld Stamping: Enabled

Suite 100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CHRISTOPHER.KELLY@modot.mo.gov

IP Address: 168.166.80.221

## Record Tracking

Status: Original

Holder: CHRISTOPHER A KELLY

Location: DocuSign

3/10/2021 10:08:15 AM

CHRISTOPHER.KELLY@modot.mo.gov

## Signer Events

### Signature

### Timestamp

Kevin O'Keefe

KOKeefe@chgolaw.com

City Attorney

Security Level: Email, Account Authentication (Optional), Access Code

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Signature Adoption: Pre-selected Style

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Michael Snowden

msnowden@ofallon.mo.us

City Administrator

Security Level: Email, Account Authentication (Optional), Access Code

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Signature Adoption: Pre-selected Style

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Pamela Clement

pclement@ofallon.mo.us

City Clerk

Security Level: Email, Account Authentication (Optional), Access Code

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Signature Adoption: Pre-selected Style

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ID: ba153675-dd30-48bc-a2f3-974d25287d1e

Bryce D. Gamblin

Bryce.Gamblin@modot.mo.gov

Senior Administrative Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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Signature Adoption: Pre-selected Style

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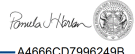
Eric Schroeter  
Eric.Schroeter@modot.mo.gov  
Assistant Chief Engineer  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

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Pamela J. Harlan - MHTC  
Pamela.Harlan@modot.mo.gov  
Secretary to the Commission  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Chris Clercx  
cclercx@ofallon.mo.us  
Project Manager  
Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 3/10/2021 10:29:53 AM

**Electronic Record and Signature Disclosure:**  
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Jeff Schuepfer  
jschuepfer@ofallon.mo.us  
Security Level: Email, Account Authentication (Optional)

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Dana Kaiser - Ex. Asst. to Chief Engr.  
Dana.Kaiser@modot.mo.gov  
Senior Executive Assistant  
Missouri Department of Transportation  
Security Level: Email, Account Authentication (Optional)

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Sharon Monroe - Ex. Asst. to Director  
Sharon.Monroe@modot.mo.gov  
Executive Secretary  
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Carbon Copy Events	Status	Timestamp
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Jennifer Jorgensen - Ex. Asst. to Commission  
Jennifer.Jorgensen@modot.mo.gov  
Asst Secretary to the Commission  
MoDOT  
Security Level: Email, Account Authentication  
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Chris Clercx  
cclercx@ofallon.mo.us  
Project Manager  
Security Level: Email, Account Authentication  
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Jeff Schuepfer  
jschuepfer@ofallon.mo.us  
Security Level: Email, Account Authentication  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/10/2021 10:29:53 AM
Certified Delivered	Security Checked	3/19/2021 1:17:05 PM
Signing Complete	Security Checked	3/19/2021 1:17:23 PM
Completed	Security Checked	3/19/2021 1:17:25 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**Missouri Highways and Transportation Commission  
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at [mhtc@modot.mo.gov](mailto:mhtc@modot.mo.gov) or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

**By checking the I Agree button, I confirm that:**

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.