

Sponsored by: Mayor Hennessy

AN ORDINANCE APPROVING A ROAD RELINQUISHMENT AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE I-70 OUTER ROAD PROJECT

WHEREAS, Missouri Highways and Transportation Commission has provided a Road Relinquishment 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, the City committed to entering into this form of agreement in December 2017 through the project Municipal Agreement with the Missouri Highways and Transportation Commission, and

WHEREAS, Missouri Highways and Transportation Commission and the City of O'Fallon, Missouri have agreed to enter into a Road Relinquishment Agreement for said project.

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

SECTION 1: The City Council approves on behalf of the City an agreement with Missouri Highways and Transportation Commission for a Road Relinquishment Agreement in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

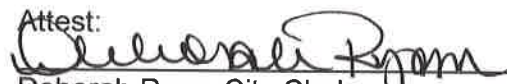
SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

First Reading: June 23, 2022
Second Reading: July 14, 2022

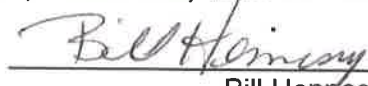
PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI THIS 14TH DAY OF JULY 2022.




Presiding Officer

Attest:

Deborah Ryan, City Clerk

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 14TH DAY OF JULY 2022.



Bill Hennessy, Mayor

Attest:

Deborah Ryan, City Clerk



Approved as to Form:


Kevin M. O'Keefe, City Attorney

CCO FORM: RW27
Approved: 06/97 (DPP)
Revised: 06/21 (BDG)
Modified: 05/22 (BDG)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

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

WITNESSETH:

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 relinquish a portion of the state highway system to the Agency.

(2) LOCATION: The general location of the highways to be conveyed are shown on Exhibit A, attached hereto and made a part of this agreement, and described as follows:

West Terra Lane: From Main St. to 0.153 mile west. (r/w & pavement)

East Terra Lane: From Main St. to 0.138 mile east. (old r/w only – pavement obliterated)

Main Street: From East /West Terra Lane(I-70 NOR) to 0.031 mile north. (r/w & pavement)

Old East Terra Lane: From just west of T.R. Hughes Blvd. to 0.186 mile west of T.R. Hughes Blvd. (r/w & pavement)

Nicola Lane: From Veterans Memorial Pkwy. to 0.128 mile north. (r/w & pavement)

(3) RELINQUISHMENT: The Commission will convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(4) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where in the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(5) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission will maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(6) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall be responsible for all maintenance of the conveyed highways or conveyed areas in the same manner that the Agency maintains other portions of its highway system for as long as such highway or area is part of the Agency's system.

(7) COMMISSION REPRESENTATIVE: The Commission's 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.

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

(9) 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.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

Executed by the Agency on 2022-09-12 | 8:29 AM CDT (DATE).

Executed by the Commission on 2022-09-14 | 9:01 AM CDT (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF O'FALLON, MO

DocuSigned by:
Eric E. Schroeter
3F6CCF7E9B29E499...

DocuSigned by:
Michael Snowden
9B364B080316451

Title: Assistant Chief Engineer

Title: City Administrator

ATTEST:

ATTEST:

DocuSigned by:
Donida Horton
A4666CD7996249B...

DocuSigned by:
Deborah Ryan
5327332D54D6448

Secretary to the Commission

Title City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Bryce D. Gamblin
7C888DA1724D44C...

DocuSigned by:
Kevin O'Keefe
E43E68AD5CF94B5...

Commission Counsel

Title City Attorney

Ordinance No. 6920



T47N,R3E

O'FALLON

28

NOT TO SCALE

27

29

CONVEY TO CITY
OF O'FALLON
0.153 MILES
(R/W & PVM'T)

OLD STA. 2+70.98
NEW STA. 9+13.47

OLD STA. 10+78.28

MAIN STREET

OLD STA. 12+67.00
NEW STA. 12+67.00

OLD STA. 10+80.00
NEW STA. 10+80.00

CONVEY TO CITY
OF O'FALLON
0.031 MILES
(R/W & PVM'T)

W. TERRA

E. TERRA

SONDEREN



CONVEY TO CITY
OF O'FALLON
0.186 MILES
(R/W & PVM'T)

OLD STA. 123+84.56
NEW STA. 123+84.56

OLD STA. 115+00.00
NEW STA. 115+00.00

T.R. HUGHES

OLD E. TERRA

K

OLD STA. 761+54.67
NEW STA. 161+54.67

OLD STA. 768+80.00
NEW STA. 168+80.00

CONVEY TO CITY
OF O'FALLON
0.14 MILES
(OLD R/W ONLY
PVM'T OBLITERATED)

NICOLA LN.

OLD STA. 200+90.97
NEW STA. 200+90.97

CONVEY TO CITY
OF O'FALLON
0.128 MILES
(R/W & PVM'T)

OLD STA. 201+68.91
NEW STA. 201+68.91

WOODLAWN AVE

VETERANS MEMORIAL
OLD HWY 40

LG55

LG1766

33

COLOR LEGEND:

PURPLE - CONVEY TO THE CITY OF O'FALLON

EXHIBIT A
ROAD RELINQUISHMENT AGREEMENT
CITY OF O'FALLON

- WEST TERRA LANE
- MAIN STREET
- NICOLA LANE
- EAST TERRA LANE

ST CHARLES COUNTY

Certificate Of Completion

Envelope Id: 6AE8D38ABBEA45DD977F14048E71CC5E
 Subject: Please DocuSign: 2021-08-64654.pdf
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Thomas Montes-De-Oca
 1860 Michael Faraday Drive
 Suite 100
 Reston, VA 20190
 Thomas.Montes-De-Oca@modot.mo.gov
 IP Address: 168.166.80.221

Record Tracking

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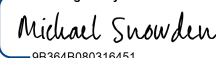
Holder: Thomas Montes-De-Oca
 Thomas.Montes-De-Oca@modot.mo.gov

Location: DocuSign

Signer Events

Michael Snowden
 msnowden@ofallon.mo.us
 City Administrator
 Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

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 Using IP Address: 173.241.232.2


Timestamp

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 Signed: 9/12/2022 8:29:08 AM

Electronic Record and Signature Disclosure:

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Deborah Ryan
 dryan@ofallon.mo.us
 City Clerk
 Security Level: Email, Account Authentication (Optional)

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Kevin O'Keefe
 kokeefe@chgolaw.com
 City Attorney
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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Electronic Record and Signature Disclosure:

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Bryce D. Gamblin
 Bryce.Gamblin@modot.mo.gov
 Senior Administrative Counsel
 Missouri Department of Transportation
 Security Level: Email, Account Authentication (Optional)

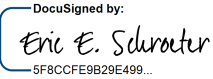
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Eric E. Schroeter Eric.Schroeter@modot.mo.gov Assistant Chief Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  5F8CCFE9B29E49B...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 168.166.80.221</p>	<p>Sent: 9/14/2022 4:38:32 AM Viewed: 9/14/2022 9:01:28 AM Signed: 9/14/2022 9:01:33 AM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Pamela J. Harlan - MHTC pamela.harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  A4666CD7996249B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221</p>	<p>Sent: 9/14/2022 9:01:38 AM Viewed: 9/15/2022 10:01:19 AM Signed: 9/15/2022 10:01:25 AM</p>
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Chris Clercx ccclercx@ofallon.mo.us Project Manager Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 9/12/2022 8:26:24 AM Viewed: 9/12/2022 8:32:24 AM</p>

<p>Dana Kaiser dana.kaiser@modot.mo.gov Senior Executive Assistant Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 9/14/2022 4:38:30 AM</p>
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<p>Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Asst Secretary to the Commission MoDOT Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 9/14/2022 9:01:36 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Shelley Hynes rachelle.hynes@modot.mo.gov Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 9/15/2022 10:01:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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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Certified Delivered	Security Checked	9/15/2022 10:01:19 AM
Signing Complete	Security Checked	9/15/2022 10:01:25 AM
Completed	Security Checked	9/15/2022 10:01:28 AM

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 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.