

Bill No. 4663

Ordinance No. 18-110

Requested by: Amanda Brauer

Sponsored by: Council as a Whole

AN ORDINANCE APPROVING THE
TRANSPORTATION IMPROVEMENT PLAN FOR
FISCAL YEARS 2019 THROUGH 2021 AND
CORRESPONDING INTERGOVERNMENTAL
AGREEMENTS

WHEREAS, Ordinance 95-185 requires that the County Executive, in consideration of the recommendations of the Road Board submit a three-year Transportation Improvement Plan to the County Council; and

WHEREAS, the 2019-2021 Transportation Improvement Plan sets for the commitment of the Transportation Improvement Tax to projects for these years; and

WHEREAS, it is necessary for St. Charles County to enter into intergovernmental agreements with various jurisdictions for road improvements provided in the three-year Transportation Improvement Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The 2019-2021 Transportation Improvement Plan as herein set forth and recommended by the County Executive, is hereby approved:

**2019 – 2021 TRANSPORTATION IMPROVEMENT PLAN
SAINT CHARLES COUNTY GOVERNMENT**

ROAD SPONSOR	PROJECT NAME	FISCAL YEAR			PROJECT LIMITS	PROJECT DESCRIPTION	TIP Item Number
		2019	2020	2021			
Dardenne Prairie	Hanley Road	\$876,050	\$ -	\$ -	Hanley Road from Feise Road for 2,300 feet	Funds to reconstruct an existing road.	1
Dardenne Prairie	Route 364/Technology Dr Interchange	\$120,000	\$ -	\$ -	Along Route 364 from I-64 Interchange to 1800' West of Hanley Rd	Funds to study interchange.	2
Lake Saint Louis	Lake Saint Louis Boulevard reconstruct Project - Phase 1	\$366,472.30	\$ -	\$ -	Lake Saint Louis Boulevard - Chase Court to Pleasant Meadows Drive	Funds to reconstruct an existing road.	3
Lake Saint Louis	Lake Saint Louis Boulevard reconstruct Project - Phase 2	\$ -	\$259,322	\$ -	Lake Saint Louis Boulevard - Pleasant Meadows Drive to Blue Cove Terrace	Funds to reconstruct an existing road.	4
Lake Saint Louis	Lake Saint Louis Boulevard, Phase 3	\$140,000	\$96,000	\$1,759,468	Lake Saint Louis Blvd from Blue Cove Terrace to Spillway Bridge.	Funds to reconstruct an existing road.	5
Lake Saint Louis	Lake Saint Louis Boulevard – I-70 Roundabout	\$97,500	\$36,430	\$601,070	Lake Saint Louis Boulevard - south of Veterans Memorial Parkway north to the I-70 west bound ramps.	Funds to construct new interstate ramp terminal.	6
Lake Saint Louis	Old Highway N	\$48,000	\$ -	\$ -	The limits of the project are Old Highway N extended from Hawk Ridge Trail to Sommers Road, including both intersections.	Funds to study new roadway connection to Sommers Road	7
Lake Saint Louis	Orf Road	\$140,643.32	\$ -	\$ -	Orf Road - Highway N to Hawk Ridge Trail	Funds to construct a new road.	8
O'Fallon	Bramblett Road Improvements, Phase 1	\$569,880.03	\$ -	\$ -	Bramblett Road	Funds to reconstruct an existing road.	9
O'Fallon	Bryan Road/West Terra Lane and I-70 Interchange	\$520,000	\$ -	\$ -	Bryan Road - north of Veteran Memorial Parkway to West Terra Lane	Funds to design reconfigured interchange and relocate intersection.	10
O'Fallon	Guthrie Road	\$120,000	\$80,000	\$2,461,600	Bluff Brook Drive to Flint Brook Drive	Funds to reconstruct an existing road.	11
O'Fallon	Hawk Ridge Trail	\$162,204	\$ -	\$ -	Intersection Hwy N and Hawk Ridge Trail	Funds to reconstruct and improve lane configuration on an existing road.	12
O'Fallon	Hoff Road Improvements	\$824,886.47	\$ -	\$ -	Hoff Road from north of the Railroad (north of West Terra Lane) to Progress Lane West	Funds to reconstruct an existing road.	13
O'Fallon	I-70 @ Route M/K Interchange	\$200,000	\$ -	\$ -	I-70 @ Route M/K intersection and I-70 @ TR Hughes Blvd	Funds to construct new interstate connections and improvements to Route M/K.	14
O'Fallon	I-70 South Outer Road Woodlawn to Route K	\$1,316,031.45	\$ -	\$ -	South side of I-70 from Highway K to Veterans Memorial Parkway	Funds to construct a new road.	15

ROAD SPONSOR	PROJECT NAME	FISCAL YEAR			PROJECT LIMITS	PROJECT DESCRIPTION	TIP Item Number
		2019	2020	2021			
O'Fallon	Lake Saint Louis Boulevard, Phase 3	\$991,171	\$ -	\$ -	Route N to Paul Renauld Boulevard	Funds to construct a new road.	16
O'Fallon	Paul Renaud Boulevard Extension	\$1,197,568.87	\$ -	\$ -	Sommers Road to subdivision stub to the west	Funds to construct a new road.	17
O'Fallon	West Elm Street Extension	\$474,871.69	\$ -	\$ -	North Main Street and extending west to the pavement installed by the O'Fallon Station development	Funds to reconstruct an existing road.	18
Saint Charles	Boschertown Rd Ph 2	\$1,000,000	\$ -	\$ -	Boschertown Road from Hecker Street (near St. Charles Fire Station #4) to Highway B	Funds to reconstruct an existing road.	19
Saint Charles	Boschertown Road @ Fox Hill-Charlestowne Village Traffic Signal	\$230,000	\$ -	\$ -	Intersection of Boschertown Rd & Fox Hill Rd/Charlestowne Village Dr	Funds to install a traffic signal.	20
Saint Charles	Convention Center Boulevard (Fairgrounds) Extension	\$2,607,029.99	\$ -	\$ -	Sherbrooke Road to the Convention Center parking lot entrance	Funds to construct a new road.	21
Saint Charles	Droste Road	\$133,118	\$ -	\$ -	West Clay Street to Duchesne Drive	Funds to reconstruct and improve lane configuration on an existing road.	22
Saint Charles	Droste Road @ West Clay Street Intersection Realignment	\$2,267,343.50 (\$1,067,343.50 in additional funds)	\$ -	\$ -	Droste Rd. from Charbo St. to south of West Clay St.	Funds to reconstruct and improve lane configuration on an existing road.	23
Saint Charles	Elm Street & Hardin Middle School Traffic Signal	\$50,000	\$ -	\$ -	Elm Street @ Hardin Middle School entrance	Funds to install a traffic signal.	24
Saint Charles	Hawks Nest Drive Connection to Veterans Memorial Parkway	\$64,000	\$ -	\$ -	Hawks Nest Dr. - Veterans Memorial Pkwy	Funds to study road connection.	25
Saint Charles	Little Hills Expressway & Mel Wetter Roundabout	\$80,000	\$420,000	\$ -	Little Hills Expressway and Mel Wetter Parkway Intersection	Funds to reconstruct intersection.	26
Saint Charles	Muegge Road Interchange Improvements	\$505,800	\$3,172,400	\$ -	MO 94 @ MO	Funds to reconstruct an existing road.	27
Saint Charles	North Fairgrounds Road Alignment Study	\$63,411.43	\$ -	\$ -	From Boone's Lick Rd. to First Capitol Dr.	Funds for a corridor study.	28
Saint Charles	Sandfort Overpass Study	\$120,000	\$ -	\$ -	Muegge Road - Cutright Lane to Truman Boulevard	Funds to study overpass location and feasibility.	29
Saint Charles	Systemic Safety Improvements	\$10,000	\$53,200	\$ -	Elm Street - Kingshighway St. to Sierra Point Dr. (various locations)	Funds for systemic low cost safety improvements.	30
Saint Charles	Zumbehl Rd Bridge Culvert	\$33,000	\$13,000	\$ -	Zumbehl Road between Regency Parkway and Country Club Road	Funds to reconstruct a bridge culvert.	31
Saint Paul	MO RT 79 @ Riverside Dr	\$24,000	\$ -	\$ -	Missouri Route 79 from Dalbow Road to Highway Y. See location map for list of study intersections.	Funds to study congestion and safety concerns.	32

ROAD SPONSOR	PROJECT NAME	FISCAL YEAR			PROJECT LIMITS	PROJECT DESCRIPTION	TIP Item Number
		2019	2020	2021			
Saint Peters	Jungermann Road safety	\$ -	\$138,008.90	\$ -	Bartley Street to Willott Road	Funds to reconstruct and improve lane configuration on an existing road.	33
Saint Peters	Mid Rivers Mall Drive Widening	\$50,811	\$ -	\$ -	Mid Rivers Mall Drive @ I-70 North Outer Road	Funds to widen an existing road.	34
Saint Peters	Mid Rivers Mall Drive @ Cottleville Parkway	\$69,929	\$ -	\$ -	Intersection	Funds to reconstruct and improve lane configuration on an existing road.	35
Saint Peters	Mid Rivers Mall Drive @ Ohmes Road	\$101,720	\$ -	\$ -	Intersection	Funds to reconstruct and improve lane configuration on an existing road.	36
Saint Peters	Mid Rivers Mall Drive (Right Turn Lanes)	\$127,848	\$ -	\$ -	McMenamy Road to Entrance to Mall	Funds to reconstruct and improve lane configuration on an existing road.	37
Saint Peters	Premier 370 Park	\$2,240,000	\$ -	\$ -	Spencer Road, Lakeside Park Drive / Harry S Truman Blvd, Premier Parkway	Funds to improve existing roads and construct traffic signals and fiber.	38
Saint Peters	Premier 370 Park - Amazon	\$550,000	\$ -	\$ -	Premier Parkway, Executive Center Parkway to Lakeside Drive	Economic Development - Funds to construct road improvements associated with Amazon fulfillment center.	39
Saint Peters	Route 370 @ Salt River Rd Access Justification study	\$320,000	\$ -	\$ -	Spencer Road @ Salt River Road to Highway 370. Highway 370, from Salt River Road to bridge over Premier Parkway	Funds to study expansion of interchange.	40
Saint Peters	Spencer Rd recon and safety improvements	\$ -	\$112,824	\$1,223,340	Spencer Road, Willott Road to Thoele Road / Springwood Drive	Funds to reconstruct and improve lane configuration on an existing road.	41
Weldon Spring	Independence Road, Phase 4	\$1,119,700	\$ -	\$ -	west of Nancy Lane to Galahad Drive	Funds to improve an substandard road.	42
Wentzville	David Hoekel Parkway (I-70 Interchange)	\$8,620,000	\$264,609.22	\$ -	Interchange	Funds to construct a new road and interchange.	43
Wentzville	Downtown Revitalization Prelim Design Ph 1	\$80,000	\$ -	\$ -	Study centered at the intersection of Pearce Blvd and Linn Ave covering a total circular area approximately three quarters (3/4) of a mile in radius	Funds for a corridor study.	44
Wentzville	Granville Drive (Highway 61 Outer Road Extension)	\$284,561	\$ -	\$ -	Peine Loop Road to Wentzville Parkway	Funds to construct a new road.	45
Wentzville	Route N and Perry Cate Boulevard Traffic Signal	\$90,536	\$ -	\$ -	Traffic signal at Route N and Perry Cate Blvd and approximately 0.1 miles of pavement widening along Route N	Funds to install a traffic signal.	46
Wentzville	U.S. Route 61 West Outer Road Extension - Phases 2 & 3	\$80,000	\$ -	\$ -	Wentzville Parkway to Timber Trace	Funds for final design of a new outer road system.	47

ROAD SPONSOR	PROJECT NAME	FISCAL YEAR			PROJECT LIMITS	PROJECT DESCRIPTION	TIP Item Number
		2019	2020	2021			
Wentzville	Wentzville Parkway South Phase 1	\$108,290.22	\$43,500.00	\$1,318,209.78	Pearce Boulevard south to Veterans Memorial Parkway	Funds to construct new roadway.	48
Wentzville	Wentzville Parkway South Phase 2	\$560,000	\$562,288	\$6,877,712	Veterans Memorial Parkway South to Interstate Drive	Funds to construct new roadway.	49
Wentzville	Wentzville Parkway South Phase 2A	\$326,136	\$ -	\$ -	Interstate Dr south to the future connection at Bell Blvd	Funds to construct new roadway.	50
Wentzville	Wentzville Parkway Turnlane Ph 2 (Schroeder Creek Blvd to Meyer Rd)	\$975,934.54	\$ -	\$ -	Wentzville Parkway and Schroeder Creek Boulevard	Funds to reconstruct and improve lane configuration on an existing road.	51
Wentzville	West Meyer Road Phase 3	\$4,275,352.06	\$ -	\$ -	West Meyer Road from North Point Prairie Road to approximately 200' West of Rotary Park Entrance	Funds to reconstruct an existing road.	52
Wentzville	West Pearce Blvd and Meyer Road Traffic Signal	\$35,200	\$24,000	\$220,800	The project limits are from Cheryl Ann Drive to Meyer Road along West Pearce Boulevard.	Funds to reconstruct intersections.	53
County Highway	David Hoekel Parkway, Phase 1 - Interstate Drive and South Point Prairie Extensions	\$5,820,000 (\$2,070,220 in additional funds)	\$ -	\$ -	Interstate Drive to future Dave Hoekel Parkway	Funds to extend two new roadways to the new David Hoekel Parkway just south of I-70.	54
County Highway	David Hoekel Parkway, Phase 1B	\$401,000	\$3,456,000	\$ -	David Hoekel Parkway 1 - David Hoekel Parkway 2 just northwest of Highway N	Funds to reconstruct an existing roadway.	55
County Highway	David Hoekel Parkway, Phase 2	\$1,979,527	\$ -	\$ -	South Point Prairie 1500' west of Rt N	Funds to widen existing roads.	56
County Highway	David Hoekel Parkway, Phase 4	\$1,347,000	\$ -	\$ -	Route N east of Hopewell Road to west of Duello Road	Funds to reconstruct and improve lane configuration on an existing road.	57
County Highway	Diehr Rd @ Route DD	\$60,000	\$ -	\$ -	Diehr Road and Route DD intersection	Funds to study intersection.	58
County Highway	Duello Road, Phase 2	\$1,400,000	\$ -	\$ -	Peruque Creek to school	Funds to widen an existing road.	59
County Highway	Duello Road, Phase 3	\$1,500,000	\$1,200,000	\$ -	Highway N to the eastern 90 degree turn	Funds to widen and improve lane configuration on an existing road.	60
County Highway	Gutermuth Road, Phase 3	\$275,000	\$150,000	\$2,975,000	From Old Gutermuth Road to Motherhead Road	Funds to reconstruct existing road.	61
County Highway	Hepperman Road	\$420,000	\$ -	\$ -	I-70 South Outer Road to Golf Club Dr	Funds to reconstruct and improve lane configuration on an existing road.	62
County Highway	Heritage Crossing at Route 94	\$288,000	\$ -	\$2,520,000	Jungs Station Road and Heritage Crossing, along N St. Peters Parkway and S St. Peters Parkway	Funds to add ramps and improve lane configuration.	63
County Highway	Interstate Drive, Phase 4	\$2,156,984	\$ -	\$ -	South Point Prairie Road to Hepperman Rd	Funds to reconstruct an existing road.	64
County Highway	Pitman Hill Road Multi-Use Trail	\$739,625	\$ -	\$ -	From Chadwick Lane south to new Veterans Tribute Park entrance 270' south of Sammelman Road	Funds to add multi-use trail to existing project.	65

ROAD SPONSOR	PROJECT NAME	FISCAL YEAR			PROJECT LIMITS	PROJECT DESCRIPTION	TIP Item Number
		2019	2020	2021			
County Highway	Route N @ Route Z Intersection Realignment	\$200,000	\$500,000	\$2,610,000	Route N and Route Z intersection	Funds to reconstruct and improve intersection.	66
County Highway	RT 364 @ Guthermuth Road Interchange	\$4,740,000	\$1,520,053	\$ -	Intersection of Route 364 (Page Ave) and Guthermuth Road	Funds to construct a new interchange.	67
County Highway	Schwede Road	\$280,398	\$ -	\$ -	Hoffman Road to Huffmeier Road	Funds to reconstruct an existing road.	68
County Highway	Seeburger Road Bridge	\$24,000	\$ -	\$546,000	Bridge - tributary to the Mississippi River on Seeburger Road between South Shore and Highway B.	Funds to reconstruct a substandard bridge.	69
County Highway	South River Road reconstruct	\$1,250,000	\$ -	\$ -	South Main Street south to Friedens Road/Arena Parkway	Funds to reconstruct an existing road.	70
County Highway	Weiss Road @ Route N	\$2,425,692	\$ -	\$ -	Weiss Road @ Route N Intersection	Funds to improve intersection	71
County Highway	Westwood Drive	\$2,617,000	\$ -	\$ -	Highway 94 to South Breeze Lane	Funds to reconstruct an existing road.	72
County Highway	Rural Road and Bridge Improvements	\$1,562,300.27	\$1,593,546.27	\$1,625,417.20		Funds to upgrade rural roads and bridges.	73
Miscellaneous Projects	I-70 Corridor Study	\$100,000.00	\$ -	\$ -			
Miscellaneous Projects	Travel Demand Model	\$25,000.00	\$25,000.00	\$25,000.00			
Miscellaneous Projects	Economic Development Fund	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00			
Miscellaneous Projects	Gateway Green Light	\$4,500,000.00	\$1,500,000.00	\$2,500,000.00			
Miscellaneous Projects	Planning Study	\$100,000.00	\$100,000.00	\$100,000.00			
Miscellaneous Projects	County Wide Performance Measurements	\$750,000.00	\$100,000.00	\$100,000.00			
Miscellaneous Projects	Road Program Work-Reserve	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00			

	FISCAL YEAR		
	2019	2020	2021
General Administration	\$796,175	\$816,000	\$836,000
Administration Transfer	\$ -	\$ -	\$ -
Project Subtotal	\$77,330,526	\$22,420,181	\$34,463,617
GRAND TOTAL	\$78,126,701	\$23,236,181	\$35,299,617

Indicates project being added to TIP
Indicates additional funds to existing project

Section 2. The County Executive is hereby authorized to execute the intergovernmental agreements as herein set forth and substantially the same in form and content as Exhibits A - P.

Exhibit	Road Sponsor	Project Name	TIP Item Number
A	Dardenne Prairie	Route 364/Technology Dr Interchange	2
B	Lake Saint Louis	Lake Saint Louis Boulevard, Phase 3	5
C	Lake Saint Louis	Old Highway N	7
D	O'Fallon	Guthrie Road	11
E	Saint Charles	Boschertown Rd Ph 2	19
F	Saint Charles	Droste Road @ West Clay Street Intersection Realignment	23
G	Saint Charles	Little Hills Expressway & Mel Wetter Roundabout	26
H	Saint Charles	Zumbehl Rd Bridge Culvert	31
I	Saint Paul	MO RT 79 @ Riverside Dr	32
J	Saint Peters	Jungermann Road safety	33
K	Saint Peters	Route 370 @ Salt River Rd Access Justification study	40
L	Saint Peters	Spencer Rd recon and safety improvements	41
M	Wentzville	Wentzville Parkway South Phase 1	48
N	Wentzville	Wentzville Parkway South Phase 2	49
O	Wentzville	Wentzville Parkway South Phase 2A	50
P	Wentzville	West Pearce Blvd and Meyer Road Traffic Signal	53

Section 3. Compliance with all the terms of the plan and project funding shall be the responsibility of the County Executive.

Section 4. Compliance with all the terms of the agreements authorized by this ordinance shall be the responsibility of the Roads and Traffic Manager.

Section 5. Failure of the County Council to appropriate funds in a fiscal year will automatically terminate an agreement at the point that the appropriation is not passed.

Section 6. This ordinance shall be in full force and effect from and after the date of its passage and approval. Each agreement with another political subdivision shall be

valid upon passage of an authorizing ordinance or resolution of the governing body of that political subdivision, as required by Chapter 70 of the Revised Statutes of the State of Missouri.

November 26, 2018
DATE PASSED

November 29, 2018
DATE APPROVED BY COUNTY EXECUTIVE

Dan Hammond
CHAIR OF THE COUNCIL

[Signature]
COUNTY EXECUTIVE

ATTEST:

[Signature]
COUNTY REGISTRAR

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this ordinance is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

[Signature]
Director of Finance

11-26-18
Date

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO STUDY ROUTE 364 AT TECHNOLOGY DRIVE INTERCHANGE

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Dardenne Prairie, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Route 364 at Technology Drive Interchange, (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to study proposed improvements to Route 364 at Technology Drive interchange from I-64 Interchange to 1800' west of Hanley Road in an amount not to exceed \$120,000, (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide engineering services to study Route 364 at Technology Drive interchange from approximately I-64 Interchange to 1800' west of Hanley Road. The cost of the Project is estimated as \$150,000.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above.

SECTION THREE: FINAL REPORT REVIEW

The Municipality shall submit a Final Report for approval to the County Roads and Traffic as given herein unless instructed otherwise. A hard copy shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Report and resubmit.

SECTION FOUR: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION SEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION EIGHT: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2019.

SECTION NINE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION TEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION ELEVEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION TWELVE: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in

the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION THIRTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION FOURTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF DARDENNE PRAIRIE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF LAKE SAINT LOUIS FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR RECONSTRUCTION OF LAKE ST LOUIS BOULEVARD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Lake Saint Louis, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Lake St Louis Boulevard Phase 3 (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$1,995,468 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Blue Cove Terrace to Spillway Bridge. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$2,494,335.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality

shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality agrees to apply for federal funds from the East-West Gateway Council of Governments (“EWGCOG”). Municipality shall submit a copy of its proposed application to the County Roads and Traffic Manager for review and concurrence before filing such application.

Should federal funds not be received, Municipality shall discuss its project application with EWGCOG and resubmit a revised application. This process shall be repeated until federal funds are received or final design plans have been approved by the County Roads and Traffic Manager.

Costs for the Project will be reapportioned between the parties should federal funds or funds from any other source be secured for the Project as outlined below.

- (A) The County and Municipality will share federal funds and funds from any other sources based on the cost share percentages provided in Section Two.
- (B) The County Contribution Amount will be reduced by the County’s share of additional funds secured.
- (C) The County will reimburse the Municipality in an amount of the cost share percentage provided in Section Two of the remainder of eligible project costs after federal funds and funds from any other source have been deducted from reimbursement requests prepared by the Municipality in accordance with Section Fourteen, up to the limit of the County Contribution Amount.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2022. The County may deduct One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF LAKE SAINT LOUIS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF LAKE SAINT LOUIS FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO STUDY OLD HIGHWAY N

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Lake Saint Louis, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Old Highway N, (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to study proposed alignment to Old Highway N from Old Highway N extended from Hawk Ridge Trail to Sommers Road in an amount not to exceed \$48,000, (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide engineering services to study Old Highway N from approximately Old Highway N extended from Hawk Ridge Trail to Sommers Road. The cost of the Project is estimated as \$60,000.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above.

SECTION THREE: FINAL REPORT REVIEW

The Municipality shall submit a Final Report for approval to the County Roads and Traffic as given herein unless instructed otherwise. A hard copy shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Report and resubmit.

SECTION FOUR: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION SEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION EIGHT: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2019.

SECTION NINE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION TEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION ELEVEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION TWELVE: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in

the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION THIRTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION FOURTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF LAKE SAINT LOUIS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF O'FALLON FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO IMPROVE
TRAFFIC FLOW AND REDUCE CONGESTION ON GUTHRIE ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as "County" and City of O'Fallon, State of Missouri, hereinafter referred to as "Municipality."

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Guthrie Road (the "Project") for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$2,661,600 ("County Contribution Amount").

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Bluff Brook Drive to Flint Brook Drive. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$3,327,000.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality

shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality agrees to apply for federal funds from the East-West Gateway Council of Governments (“EWGCOG”). Municipality shall submit a copy of its proposed application to the County Roads and Traffic Manager for review and concurrence before filing such application.

Should federal funds not be received, Municipality shall discuss its project application with EWGCOG and resubmit a revised application. This process shall be repeated until federal funds are received or final design plans have been approved by the County Roads and Traffic Manager.

Costs for the Project will be reapportioned between the parties should federal funds or funds from any other source be secured for the Project as outlined below.

- (A) The County and Municipality will share federal funds and funds from any other sources based on the cost share percentages provided in Section Two.
- (B) The County Contribution Amount will be reduced by the County’s share of additional funds secured.
- (C) The County will reimburse the Municipality in an amount of the cost share percentage provided in Section Two of the remainder of eligible project costs after federal funds and funds from any other source have been deducted from reimbursement requests prepared by the Municipality in accordance with Section Fourteen, up to the limit of the County Contribution Amount.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2021. The County may deduct One Thousand Six Hundred Twenty-Five Dollars (\$1,625.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF O'FALLON, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT CHARLES
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONSTRUCTION OF NEW ROADWAY BOSCHERTOWN ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Charles, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Boschertown Road Phase 2 (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$1,000,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Hecker Street to Highway B. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$3,000,000.

The Municipality will be reimbursed from federal funds for 33% of actual costs, up to a maximum of \$1,000,000. The remaining 66.67% will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application. As outlined in the application, the County will reimburse the Municipality for 50% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and

- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to

evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by

the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF SAINT CHARLES TO AMEND THEIR CONTRACT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO REALIGN THE INTERSECTION OF DROSTE ROAD AND WEST CLAY STREET

This First Amendment to the Agreement by and between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and the CITY OF SAINT CHARLES (hereinafter "Municipality"), pursuant to Section 70.220 R.S.Mo., hereby amends the Agreement by and between the County and Municipality for use of St. Charles County Transportation Sales Tax Funds to realign the intersection of Droste Road And West Clay Street, executed on November 18, 2015.

Whereas, the Municipality and County have executed a cost share agreement authorized by County Ordinance No.15-085 that outlines a funding partnership to realign the intersection of Droste Road and West Clay Street; and

Whereas, except as set forth below by the amendments herein, the terms, conditions and project scope shall remain the same as set out in the above-referenced original, executed Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. The parties therefore amend SECTION ONE of the above-referenced Agreement as specified below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The County Executive has been authorized by Ordinance 15-085 to execute this agreement with the Municipality for the use beginning in fiscal year 2016 of St. Charles County Transportation Sales Tax funds to realign the intersection of Droste Road and West Clay Street not to exceed [~~\$4,488,055~~] **\$5,555,398.50**.

Section 2. The parties therefore amend the first paragraph of SECTION TWO of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The Municipality will provide design, right-of-way, and construction services to realign the intersection of Droste Road and West Clay Street. The project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of this project is estimated as [~~\$6,891,318~~] **\$9,026,006**.

Section 3. The parties therefore amend the second paragraph of SECTION TWO of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~[example deletion]~~).

The Municipality will be reimbursed by the County for 65% of actual costs, up to a maximum of [~~\$4,488,055~~] **\$5,555,398.50**. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

Section 4. The parties therefore amend SECTION TWELVE of the Agreement mentioned above as shown below. Additions are shown in bold type (**example addition**) and deletions are shown in bracketed strikethrough text (~~example deletion~~).

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by [~~December 31, 2019~~] **May 1, 2020**. The County may deduct Two Thousand Twenty-five Dollars (\$2,025) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this ____ day of _____, 2018

Executed by the Municipality this ____ day of _____, 2018

CITY OF ST. CHARLES, MISSOURI ST. CHARLES COUNTY, MISSOURI

By: _____ By: _____
County Executive
Title: _____

ATTEST: ATTEST:

By _____ By _____
County Registrar
Title _____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT CHARLES
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO IMPROVE
TRAFFIC FLOW AND REDUCE CONGESTION ON LITTLE HILLS EXPRESSWAY AT MEL
WETTER INTERSECTION

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Charles, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Little Hills Expressway at Mel Wetter Parkway Roundabout (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$500,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Little Hills Expressway and Mel Wetter Parkway intersection. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$2,000,000.

The Municipality will be reimbursed from federal funds for 50% of actual costs, up to a maximum of \$1,000,000. The remaining 50% will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application. As outlined in the application, the County will reimburse the Municipality for 50% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;

- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated

according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT CHARLES
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONSTRUCTION OF NEW CULVERT ON ZUMBEHL ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Charles, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Zumbahl Road Bridge Culvert (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$250,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Regency Parkway and Country Club Road. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$2,500,000.

The Municipality will be reimbursed from federal funds for 80% of actual costs, up to a maximum of \$2,000,000. The remaining 20% will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application. As outlined in the application, the County will reimburse the Municipality for 50% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and

- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to

evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by

the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT CHARLES, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT PAUL FOR
USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO STUDY MO
ROUTE 79 AT RIVERDALE PARK DRIVE INTERSECTION

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Paul, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of MO Route 79 at Riverdale Park Drive, (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to study proposed improvements to MO Route 79 at Riverdale Park Drive intersection from Dalbow Road to Highway Y in an amount not to exceed \$24,000, (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide engineering services to study MO Route 79 at Riverdale Park Drive intersection from approximately Dalbow Road to Highway Y. The cost of the Project is estimated as \$30,000.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above.

SECTION THREE: FINAL REPORT REVIEW

The Municipality shall submit a Final Report for approval to the County Roads and Traffic as given herein unless instructed otherwise. A hard copy shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Report and resubmit.

SECTION FOUR: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION SEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION EIGHT: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2019.

SECTION NINE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION TEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION ELEVEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its Mayor.

SECTION TWELVE: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in

the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION THIRTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION FOURTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT PAUL, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT PETERS
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO IMPROVE
TRAFFIC FLOW ON JUNGERMANN ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Peters, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Jungermann Road Safety Improvements (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$138,008.90 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Bartley Street to Willott Road. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$172,511.13.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality

shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION ELEVEN: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2020. The County may deduct Seven Hundred Dollars (\$700.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.

SECTION TWELVE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FOURTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION FIFTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SIXTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION SEVENTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT PETERS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT PETERS
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO STUDY
ROUTE 370 AT SALT RIVER ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Peters, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Route 370 at Salt River Rd Access Justification, (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to study proposed improvements to Route 370 at Salt River Road from Spencer Road at Salt River Road to Route 370 and Route 370 from Salt River Road to bridge over Premier Parkway in an amount not to exceed \$320,000, (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide engineering services to study Route 370 at Salt River Road from approximately Spencer Road at Salt River Road to Highway 370. The cost of the Project is estimated as \$400,000.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above.

SECTION THREE: FINAL REPORT REVIEW

The Municipality shall submit a Final Report for approval to the County Roads and Traffic as given herein unless instructed otherwise. A hard copy shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Report and resubmit.

SECTION FOUR: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION SEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION EIGHT: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2019.

SECTION NINE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION TEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION ELEVEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION TWELVE: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in

the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION THIRTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION FOURTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT PETERS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF SAINT PETERS
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
RECONSTRUCTION AND IMPROVEMENT OF SPENCER ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Saint Peters, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Spencer Road Reconstruction and Safety Improvements (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$1,336,164 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Willott Road to Thoele Road / Springwood Drive. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$1,670,206.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality

shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality agrees to apply for federal funds from the East-West Gateway Council of Governments (“EWGCOG”). Municipality shall submit a copy of its proposed application to the County Roads and Traffic Manager for review and concurrence before filing such application.

Should federal funds not be received, Municipality shall discuss its project application with EWGCOG and resubmit a revised application. This process shall be repeated until federal funds are received or final design plans have been approved by the County Roads and Traffic Manager.

Costs for the Project will be reapportioned between the parties should federal funds or funds from any other source be secured for the Project as outlined below.

- (A) The County and Municipality will share federal funds and funds from any other sources based on the cost share percentages provided in Section Two.
- (B) The County Contribution Amount will be reduced by the County’s share of additional funds secured.
- (C) The County will reimburse the Municipality in an amount of the cost share percentage provided in Section Two of the remainder of eligible project costs after federal funds and funds from any other source have been deducted from reimbursement requests prepared by the Municipality in accordance with Section Fourteen, up to the limit of the County Contribution Amount.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had

been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by December 31, 2020. The County may deduct One Thousand One Hundred Dollars (\$1,100.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF SAINT PETERS, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF WENTZVILLE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO IMPROVE TRAFFIC FLOW AND REDUCE CONGESTION ON WENTZVILLE PARKWAY SOUTH

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Wentzville, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Wentzville Parkway South Phase 1 (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$1,470,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Pearce Boulevard south to Veterans Memorial Parkway. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$4,900,000.

The Municipality will be reimbursed from federal funds for 40% of actual costs, up to a maximum of \$1,960,000. The remaining 60% will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application. As outlined in the application, the County will reimburse the Municipality for 50% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and

- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated

according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF WENTZVILLE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF WENTZVILLE
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONSTRUCTION OF NEW ROADWAY WENTZVILLE PARKWAY SOUTH

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Wentzville, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Wentzville Parkway South Phase 2 (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$8,000,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Veterans Memorial Parkway South to Interstate Drive. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$10,000,000.

The Municipality will be reimbursed by the County for 80% of actual costs, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality

shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION ELEVEN: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by June 30, 2022. The County may deduct Three Thousand Six Hundred Twenty-Five Dollars (\$3,625.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.

SECTION TWELVE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FOURTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION FIFTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SIXTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION SEVENTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF WENTZVILLE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF WENTZVILLE
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR
CONSTRUCTION OF NEW ROADWAY WENTZVILLE PARKWAY SOUTH

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Wentzville, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Wentzville Parkway South Phase 2A (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$326,136 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Interstate Drive South to the future connection at Bell Boulevard. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$762,000.

The Municipality will be reimbursed from a developer for 28.6% of actual costs, up to a maximum of \$217,932. The remaining 71.4% will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application. As outlined in the application, the County will reimburse the Municipality for 60% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs not reimbursed by others including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and

- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to

evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by

the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION ELEVEN: PROJECT SCHEDULE

Timely completion is an essential element of this contract and every effort shall be made to meet the project schedule provided in this agreement. The County and Municipality will review the project schedule on a regular basis to ensure the work outlined herein will be completed by June 30, 2022. The County may deduct Nine Hundred Fifty Dollars (\$950.00) per calendar day from any money due to the Municipality for work not completed by the date given above. The amount specified above is not a penalty but liquidated damages for losses to the County and public. The liquidated damages amount given is from the Missouri Department of Transportation's Local Public Agency Manual, dated January 1, 2018.

SECTION TWELVE: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION THIRTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FOURTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION FIFTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SIXTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION SEVENTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF WENTZVILLE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF WENTZVILLE
FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO IMPROVE
TRAFFIC FLOW AND REDUCE CONGESTION ON WEST PEARCE BOULEVARD AND
MEYER ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Wentzville, State of Missouri, hereinafter referred to as “Municipality.”

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of West Pearce Boulevard and Meyer Road Traffic Signal (the “Project”) for efficient traffic flow and for orderly development, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____ - _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2019 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed \$280,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from approximately Cheryl Ann Drive to Meyer Road along West Pearce Boulevard. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as \$700,000.

The Municipality will be reimbursed from federal funds for 50% of actual costs, up to a maximum of \$350,000. The remaining 50% will be shared by the Municipality and County based on the cost share outlined in the Municipality’s application. As outlined in the application, the County will reimburse the Municipality for 80% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

SECTION THREE: PLAN SUBMISSION AND REVIEW

Conceptual Plans (30%)

The Municipality shall submit to the County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;

- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

Preliminary Plans (70%)

The Municipality shall submit to the County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

Final Plans

The Municipality shall submit to the County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

Plan Submission

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 560. An electronic copy (pdf format) should be uploaded to <ftp://ftp.sccmo.org/> or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count locations will be requested on an annual basis.

SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated

according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION TEN: OTHER FUNDING

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of page left blank intentionally. Signatures page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date last written below.

Executed by the County this _____ day of _____, 2018

Executed by the Municipality this _____ day of _____, 2018

CITY OF WENTZVILLE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____

Bob Schnur, Director of Finance

DATED: _____

This Road Project Paid In Part
Through Your
St. Charles County
1/2 Cent Transportation Sales Tax



*For more information, please visit
www.sccmo.org*