

AN ORDINANCE AUTHORIZING EXECUTION OF THE FIRST SUPPLEMENTAL COST APPORTIONMENT AGREEMENT BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WARRENTON, MISSOURI FOR IMPROVEMENT OR RECONSTRUCTION OF I-70 AND ROUTE MM.

WHEREAS, on January 19, 2017 the Board of Aldermen of the City of Warrenton voted to authorize the Mayor to enter into a cost apportionment agreement with the Missouri Highways and Transportation Commission and the parties have determined that additional terms are needed to effectuate the Original Agreement. The parties desire to enter into the First Supplemental Cost Apportionment Agreement to include additional terms to the Original Agreement.

WHEREAS, the Missouri Highways and Transportation Commission requires that said agreement be authorized by passage of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON, MISSOURI, AS FOLLOWS:

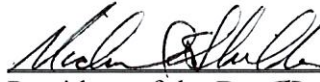
SECTION I. That the City of Warrenton, Missouri enter into a First Supplemental Agreement with Missouri Highways and Transportation Commission under the terms and conditions as set forth in the contract attached hereto and made a part of this Ordinance by reference.

SECTION II. That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract and to do all things necessary to complete this transaction.

SECTION III. All Ordinances or parts of ordinances in conflict with the Ordinance are hereby repealed.


SECTION IV. This Ordinance shall take effect and be in full force from and after the passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Alderman of the City of Warrenton, Missouri, this 6th day of June, 2017.



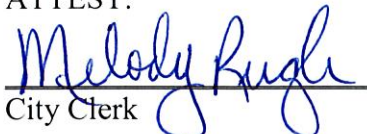
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 6th day of June, 2017.



Mayor

ATTEST:



City Clerk

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/17 (AR)
Modified: 04/17 (BDG)

First Supplemental Agreement
Route: I-70 and Route MM
County: Warren
Job No.: J2I3160

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIRST SUPPLEMENTAL COST APPORTIONMENT AGREEMENT**

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

WITNESSETH:

WHEREAS, the parties entered into a Cost Apportionment Agreement dated January 19, 2017 (hereinafter, "**Original Agreement**"); and

WHEREAS, the parties have determined that additional terms are need to effectuate the Original Agreement; and

WHEREAS, the parties desire to enter into the First Supplemental Agreement to include additional terms to the Original Agreement.

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

(1) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(2) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(3) MAINTENANCE OF AESTHETIC IMPROVEMENTS: At the City's request, landscaping and aesthetic improvements have been included in Job No. J2I3160. The City shall maintain the herein contemplated landscaping and aesthetic improvements at no expense to the Commission. If the City fails to maintain the landscaping and aesthetic improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the landscaping and aesthetic improvements. The Commission may remove the herein contemplated landscaping and aesthetic improvements if the City fails to maintain the improvements in accordance with the Commission's Engineering Policy Guide. Maintenance includes, but is not limited to the following:

(A) Mowing of grass at the interchange from Route MM Station 11+85.63 to Station 28+75, including the state right-of-way adjacent to the interchange ramps.

(B) Maintenance of mulch beds, watering, weeding, and trimming trees and shrubs that are part of the landscaping improvements.

(C) Maintenance of irrigation systems, retaining walls, and flag poles installed as part of the landscaping and aesthetic improvements.

(D) Maintenance of and payment for electrical power for irrigation systems, lighting for the flags, and decorative lighting placed at the interchange.

(E) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission

(F) The City shall respond to any emergency situation in which repair or maintenance of the items listed in (3) above is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District Engineer or a designee, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(6) ORIGINAL AGREEMENT: Except as modified, amended or supplemented by this First Supplemental Agreement, the terms of the Original Agreement shall remain in full force and effect and shall extend to this First

Supplemental Agreement as if fully written in this First Supplemental Agreement.

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

Executed by the City this 6th day of June, 2017.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WARRENTON

By: _____

By: EW Schleuter

Title: _____

Title: Mayor

ATTEST:

ATTEST:

Secretary to the Commission

By: Melody Hugh

Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number 2344