

Bill No. 5041

Ordinance No. _____

Requested by: Amanda Brauer

Sponsored by: Joe Cronin

AN ORDINANCE APPROVING A SECOND
AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF WENTZVILLE FOR WEST
MEYER ROAD PHASE 3

WHEREAS, on December 2, 2016 St. Charles County Ordinance 16-096 was approved, St. Charles County's governing body approved a Transportation Improvement Plan that includes to reconstruct West Meyer Road; and

WHEREAS, on December 27, 2017 St. Charles County Ordinance 17-115 was approved, St. Charles County's governing body approved Amendment No. 1 amending the approved Transportation Improvement Plan further authorized St. Charles County to contribute up to \$4,711,700 generated by St. Charles County's transportation sales tax, also known as the road the bridge capital improvements sales tax, to the costs of the West Meyer Road Phase 3 project; and

WHEREAS, the approved Amendment No. 1 also amended the project completion date to December 31, 2021; 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 executed Agreement dated January 24, 2018; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri, as amended, authorizes intergovernmental contracts between political subdivisions for the purposes herein set out.

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

Section 1. The County Executive or his designee is hereby authorized to execute the second amendment to the agreement with the City of Wentzville to reconstruct West Meyer Road Phase 3, which was authorized by St. Charles County Ordinance 16-096.

Section 2. The second amendment to the agreement, authorized by this ordinance, shall be substantially the same in form and content as **EXHIBIT A**.

Section 3. Failure of the County Council to appropriate funds in a fiscal year required for this project will automatically terminate the agreement authorized by this ordinance at the point that the appropriation is not passed.

Section 4. The County Executive has indicated that compliance with all the terms of the agreement authorized by this ordinance shall be the responsibility of the Roads and Traffic Manager.

Section 5. 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.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

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.

Director of Finance

Date

EXHIBIT A

AMENDMENT NO 2 TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF WENTZVILLE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS TO RECONSTRUCT WEST MEYER ROAD PHASE 3

This Amendment No. 2 to the Agreement by and between St. Charles County and the City of Wentzville for use of St. Charles County Transportation Sales Tax Funds to reconstruct West Meyer Road, (hereinafter "Original Agreement") is entered into by and between the St. Charles County, Missouri, hereinafter "County" and City of Wentzville, Missouri, hereinafter "Municipality" (hereinafter "Amendment No. 2").

Whereas, on December 28, 2016, the Municipality and County entered into the Original Agreement authorized by County Ordinance No. 16-096 that outlines the parties' agreement regarding the funding to reconstruct West Meyer Road from North Point Prairie Road to the existing bridge at unnamed tributary to McCoy Creek; and

Whereas, on January 24, 2018, the Municipality and County entered into the Amendment No. 1 to the Original Agreement, authorized by County Ordinance No. 17-115 (hereinafter "Amendment No. 1"), amending the Original Agreement as provided therein; and

Whereas, the County and the Municipality hereby agree to amend the Original Agreement, as amended by Amendment No. 1, as set forth below by the amendments contained herein.

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:

1. **RECITALS:** The Recitals of fact listed above are a material part of this Amendment No. 2 and incorporated by reference herein.
2. **AMENDMENT OF SECTION TWELVE:** The County and the Municipality hereby agree to amend SECTION TWELVE of the Original Agreement, as further amended by the Amendment No. 1, by deleting the entire paragraph and replacing it with the following:

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 **June 30, 2023**. The County may deduct Two Thousand Four Hundred Twenty-Five Dollars (\$2,425) 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 September 1, 2021.

3. **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Amendment No. 2, the Original Agreement and the Amendment No. 1 between the parties shall remain in full force and effect and the terms of the Original Agreement and Amendment No. 1 shall extend and apply to this Amendment No. 2.

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

Executed by the County this _____ day of _____, 202__

Executed by the Municipality this 11 day of November, 2021

CITY OF WENTZVILLE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By Nikolaus Meacham

By _____

Title Mayor

Title _____

ATTEST:

ATTEST:

By Kathryn Bowman

By _____

Title City Clerk

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: _____

