

Bill No. 4717

Ordinance No. _____

Requested by: Craig Tajkowski

Sponsored by: Council as a Whole

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT – STORM SEWER INSTALLATION INTERSTATE DRIVE – CITY OF WENTZVILLE

WHEREAS, the City of Wentzville’s David Hoekel Parkway/I-70 interchange project ties into the County Highway Department’s proposed Interstate Drive Phase IV and David Hoekel Parkway Phase 1 projects just west of South Point Prairie Road and south of Interstate 70; and

WHEREAS, the City’s project is now underway and a pipe needs to be installed across a low point in Interstate Drive, and installing a permanent storm sewer from the Interstate Drive construction plans will benefit the City of Wentzville; and

WHEREAS, the purpose of the agreement is for the City to install the pipe with the County providing reimbursement for the City’s costs, and the City has provided the proposed Intergovernmental Agreement that defines each agency’s responsibility towards the proposed work; and

WHEREAS, the City of Wentzville’s David Hoekel Parkway Interchange project and County Highway’s Interstate project have been approved and adopted as part of St. Charles County Transportation’s 2019 TIP, pursuant to

Ordinance 18-110; and

WHEREAS, St. Charles County Government has the resources to provide such services through execution of an intergovernmental agreement with the City of Wentzville; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement 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 is hereby authorized to execute the Intergovernmental Agreement – Storm Sewer Installation Interstate Drive – City of Wentzville.

Section 2. The agreement shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein.

Section 3. Compliance with all the terms of the agreement shall be the responsibility of the County Highway Department.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreement shall be valid upon the lawful execution of the agreement by the County Executive and appropriate

officials of the State of Missouri 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

Highway.Agreement with Wentzville re Storm Sewer Installation.Interstate Dr.David Hoekel Pkwy.5-19.C

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT – STORM SEWER INSTALLATION
INTERSTATE DRIVE – CITY OF WENTZVILLE**

This Agreement is by and between the City of Wentzville, Missouri, a municipal corporation of the State of Missouri (hereinafter referred to as the "City") and St. Charles County, Missouri (hereinafter referred to as the "County").

WHEREAS, the City is constructing the David Hoekel Parkway project which requires access through the County's Interstate Drive corridor which has been acquired for a future County road project and:

WHEREAS, to improve access to the City's project site a permanent storm sewer facility will be installed in accordance with the design and plans of the future County project; the City has entered into a contract with a contractor to perform this storm sewer installation prior to the County's project, and;

WHEREAS, it is agreed that it would be mutually beneficial to both the City and the County to install permanent drainage facilities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. A contractor working under a City contract shall perform the work required to install storm sewer pipe within the future St. Charles County Interstate Drive project in accordance with the planned storm sewer improvements shown on Sheet No. 19 of 191 of the David Hoekel Parkway Plans, prepared for the County by Horner & Shifrin, Inc., dated 4/2/2019. This agreement permits such work on the County's right-of-way.

Section 2. The County shall pay to the City the actual cost of installation of the storm sewer pipe within the scope of the County's future project, at an estimated \$12,544. Payment will be based on the actual cost, which will be determined once the work is complete. Notwithstanding any other provision of this Agreement, however, the total cost to the County for this work is not to exceed \$15,000.

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

Executed by the **County** this ____ day of _____, 2019.

Executed by the **City** this ____ day of _____, 2019.

CITY OF WENTZVILLE, MISSOURI

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:
