AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAKE SAINT LOUIS FOR RECONSTRUCTION OF LAKE ST. LOUIS BOULEVARD PHASE 3

WHEREAS, in St. Charles County Ordinance 18-110, St. Charles County’s governing body approved a Transportation Improvement Plan that includes the reconstruction by the City of Lake Saint Louis of Lake St. Louis Boulevard Phase 3; and

WHEREAS, the Lake St. Louis Boulevard Phase 3 reconstruction project is to improve Lake St. Louis Boulevard from Blue Cove Terrace to Spillway Bridge; and

WHEREAS, the approved Transportation Improvement Plan further authorizes St. Charles County to contribute up to $1,995,468.00 generated by St. Charles County’s Transportation Sales Tax, also known as the Road and Bridge Capital Improvements Sales Tax, to the costs of the Lake St Louis Boulevard Phase 3 project; and

WHEREAS, an amendment to the Agreement is necessary to reflect a decrease in the County’s maximum contribution amount from $1,995,468 to an amount not to exceed $1,440,000, due to federal funding participation; and
WHEREAS, the City of Lake Saint Louis will be reimbursed from federal funds for 40% of actual construction costs, up to a maximum of $950,000; and

WHEREAS, an increase in estimated project cost from $2,494,335 to $2,711,015; 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 an amendment to the agreement with the City of Lake Saint Louis for the reconstruction of the Lake St. Louis Boulevard Phase 3, which was authorized by St. Charles County Ordinance 18-110.

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

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 Statues 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

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND THE CITY OF LAKE SAINT LOUIS TO AMEND THEIR CONTRACT FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR RECONSTRUCTION OF LAKE ST LOUIS BOULEVARD PHASE 3

This First Amendment to the Agreement by and between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and the CITY OF LAKE SAINT LOUIS (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 reconstruct Lake St Louis Boulevard Phase 3, executed on December 27, 2018.

Whereas, the Municipality and County have executed a cost share agreement authorized by County Ordinance No. 18-110 that outlines a funding partnership for the construction of the above-referenced road improvement project; 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 18–110 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 2. The parties therefore amend 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 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 from federal funds for 40% of actual construction costs, up to a maximum of $950,000. All other costs, including engineering and right-of-way 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.

[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 3. The parties therefore amend SECTION TEN 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).

[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.]

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 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, 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.]

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.

[Remainder of page left blank intentionally. Signature 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 ____________________, 20____

Executed by the Municipality this ________________ day of ____________________, 20____

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: ________________________________