AN ORDINANCE APPROVING EXECUTION OF FIRST SUPPLEMENTAL COST APPORTIONMENT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (“COMMISSION”) TO COORDINATE THE PARTICIPATION OF ST. CHARLES COUNTY IN THE COST OF THE COMMISSION’S PUBLIC IMPROVEMENT FOR I-70 IN ST. CHARLES COUNTY, WHICH INCLUDES MOWING AND LITTER PICK UP ALONG I-70, FROM THE WARREN COUNTY LINE TO THE MISSOURI RIVER, JOB NO. WMSCF18Q

WHEREAS, Ordinance 19-046 was passed on June 14, 2019 entering into an agreement with Missouri Highways and Transportation Commission for I-70 mowing in 2019; and

WHEREAS, the Missouri Highways and Transportation Commission has plans for public improvement for I-70 in St. Charles County, from the Warren County line to the Missouri River; and

WHEREAS, the public improvement involves mowing and litter pick up along I-70; and

WHEREAS, the total length of the public improvement is approximately 33 miles; and

WHEREAS, St. Charles County shall remit a check made payable to
the Director of Revenue – Credit State Road Fund in the amount of eighty-three thousand three hundred seventy dollars ($83,370) no later than April 1, 2020; and

WHEREAS, the Missouri Highways and Transportation Commission shall be responsible for the cost of the first 4 of the 6 mowing and litter pickups; and

WHEREAS, upon receipt of funds from St. Charles County, the Commission will issue a change order to its contractor to include the additional 2 mowing and litter pick ups.

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 is hereby authorized to execute the First Supplemental Cost Apportionment Agreement between St. Charles County and the Missouri Highways and Transportation Commission for the public improvement along I-70 from the Warren County line to the Missouri River for mowing and litter pick up along I-70.

Section 2. The First Supplemental Cost Apportionment Agreement shall be substantially in the same form as EXHIBIT A attached hereto, which is incorporated herein by reference.
Section 3. The agreement identified above shall be subject to appropriation in budget year 2020.

Section 4. Compliance with all the terms of the agreement authorized in Section 1 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.

Section 6. The Agreement authorized herein shall be valid upon its lawful execution by the authorized officials of each governmental entity entering into such agreement 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

Roads.MoDOT mowing supplemental agreement.1-20.H
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIRST SUPPLEMENTAL COST APPORTIONMENT AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, “Commission”) and St. Charles County, Missouri (hereinafter, “Entity”).

WITNESSETH:

WHEREAS, on August 9, 2019 the Commission and the Entity entered into a Cost Apportionment Agreement designated by the Commission as WMSCF18Q relating to mowing and litter pick up for the 2019 mowing season (hereinafter, “Original Agreement”); and

WHEREAS, the Entity and the Commission desire to extend the terms and conditions of the Original Agreement to provide assistance and coordination for the 2020 mowing season as provided in this First Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this First Supplemental Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this First Supplemental Agreement is to co-ordinate the participation by the Entity in the cost of the Commission’s lawn mowing and litter pick up maintenance of and along I-70 in St. Charles County for the 2020 mowing season.

(2) LOCATION AND SCOPE: The location of the work to be done and the scope of work are identified in paragraphs (2) and (6) of the Original Agreement.

(3) PAYMENT RESPONSIBILITIES: For the activities to be performed in the 2020 mowing season, the Entity shall remit a check in the amount of eighty three thousand three hundred seventy dollars ($83,370) no later than April 1, 2020. This check should be made payable to Director of Revenue - Credit State Road Fund. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project.

(4) ORIGINAL AGREEMENT: Except as otherwise modified, amended or supplemental by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply 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 Entity this ____ day of ________________, 20__.

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

ST. CHARLES COUNTY, MISSOURI

By ____________________________  By ____________________________

Title ____________________________  Title County Executive

ATTEST:

__________________________  ____________________________

Secretary to the Commission  County Registrar

Approved as to Form:

__________________________  ____________________________

Commission Counsel  Associate County Counselor

Ordinance No ________________

CERTIFICATE OF COUNTY FINANCE DIRECTOR

I certify pursuant to § 50.660 RSMo., as amended, 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.

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Bob Schnur, Finance Director