AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WENTZVILLE FOR IMPROVEMENTS NEEDED TO REDUCE CONGESTION ON ROUTE A FROM ROUTE 61 TO I-70

WHEREAS, the Missouri Department of Transportation (MoDOT) has identified improvements needed to reduce congestion on Route A from Route 61 to I-70; and

WHEREAS, while the stretch of the Route A corridor from Route 61 to I-70 has been upgraded over time, the basic configuration has not changed significantly, the corridor has experienced ever increasing congestion along the mainline alignment and around the GM Assembly Plant and it is not meeting the daily traffic demand requirements as effectively as it has in the past; and

WHEREAS, plans for improvements to address the issues identified in this Route A corridor have been approved by the County, MoDOT, and the City of Wentzville; and

WHEREAS, these improvements would include the addition of right turn lanes at GM Assembly Plant access drive, replacement of two existing traffic signals, truck staging shoulder parking, and installation of continuous lighting and ITS equipment; and
WHEREAS, the cost for these improvements will be shared between the County, MoDOT and the City of Wentzville as provided in the Cost Share Agreement; and

WHEREAS, the preliminary engineering of the improvements can start within this year (2020) should the County decide to finance the funds to be provided by MoDOT; 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 is hereby authorized to execute a cost share agreement for the project described herein with the City of Wentzville.

Section 2. The Cost Share 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 county budget year 2020.

Section 4. Compliance with all the terms of the agreement authorized herein 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
EXHIBIT A

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF WENTZVILLE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR ROADWAY IMPROVEMENTS TO ROUTE A

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as “County” and City of Wentzville, State of Missouri, hereinafter referred to as “Municipality.”

Whereas, the County submitted an application for the Route A Road Improvements to the Missouri Governor’s Transportation Cost Share Program; and

Whereas, the purpose of this project is to make roadway improvements on Route A. The improvements would include right turn lanes at GM Assembly Plant access drive, replacement of two existing traffic signals, truck staging shoulder parking, installation of continuous lighting and ITS equipment; and

Whereas, the application has been approved through the Missouri Department of Transportation for the year 2020; and

Whereas, the application indicates that the Municipality will provide $250,000 in matching funds; and

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition the vital importance of the Route A Roadway Improvements (the “Project”) to improve road conditions in Wentzville, the parties hereto agree as follows:

SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance______-______to execute this agreement with the Municipality for the use beginning in fiscal year 2020 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed $1,750,000 (“County Contribution Amount”).

SECTION TWO: SERVICES AND CONTRIBUTION

The County department of Roads and Traffic will procure design and construction services to implement the Project along Route A from US 61 to I-70 in Wentzville. The Project shall be constructed substantially similar to the improvements outlined in the application submitted by the County for cost share funds. The total cost of the Project is estimated as $5,500,000.00.

The County will be reimbursed from cost share funds for 64% of actual construction costs, up to a maximum of $3,500,000.00. The remaining $2,000,000 will be shared by the Municipality and County based on the cost share outlined in the application. Within thirty (30) days of the date construction work for the Project commences, or by January 31, 2021, whichever is later, Municipality shall pay the sum of $250,000.00 to County.
It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

SECTION THREE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County’s fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County’s fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if this agreement has been terminated according to Section Four.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

SECTION FOUR: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the Municipality fails to make payment to the County under the terms and conditions of this agreement, except for reasons outlined in this agreement, the Municipality agrees to pay all costs incurred by County as a direct result of such nonpayment.
SECTION FIVE: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out below. Notice to the County shall be sent to the County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

St. Charles County
ATTN: Roads & Traffic Manager
201 N. Second St., Suite 534
St. Charles MO 63301

City of Wentzville
ATTN: City Administrator
City Hall
1001 Schroeder Creek Blvd.
Wentzville MO 63385

SECTION SIX: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County’s performance of this agreement.

[Remainder of page left blank intentionally. Signatures 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 WENTZVILLE, MISSOURI  ST. CHARLES COUNTY, MISSOURI

By ___________________________  By ___________________________

Title ___________________________  Title ___________________________

ATTEST:

By ___________________________  By ___________________________

County Registrar

Title ___________________________

ST. CHARLES COUNTY, MISSOURI
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: _________________________

CITY OF WENTZVILLE, MISSOURI
CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

SIGNED: _________________________  
Director of Finance

DATED: _________________________