

file

Inter-Office Correspondence

MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT

DATE: April 8, 1996

TO: Bob Sfreddo
Division Engineer, Design

Attention: Gary Vandelight
Field Liaison Engineer

FROM: Betty J. Lynes
Administrative Secretary

SUBJECT: Commission Secretary
Page Avenue Agreement
Route D, St. Charles County
Job No. J6U1028

Attached, executed on behalf of the Commission by the Deputy Chief Engineer are five copies of an agreement between the Commission and St. Charles County, for the design of Page Avenue.

The Commission approved this agreement at the March 6, 1996, Commission Meeting, and the Deputy Chief Engineer was authorized to execute the document. The original agreement is being retained in this office for our file.

Attachments

Inter-Office Correspondence

MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT

DATE: April 5, 1996

TO: Mari Ann Winters
Secretary to the Commission

FROM: Gregory W. Schroeder
Senior Administrative Counsel

SUBJECT: Chief Counsel's Office
Route D, St. Louis County
Page Avenue
Job No. J6U1028

Gregory W. Schroeder

I have approved the attached six (6) copies of the above-referenced agreement as to form and I am forwarding them to you for execution. Authorization to execute this agreement was granted at the March 1996 commission meeting.

After these agreements have been fully executed, please retain one and forward all other originals to Gary Vandelight in the Design Division. I will ask Gary to provide one photocopy of the fully executed agreement to me.

Please let me know if I can be of further assistance.

jg

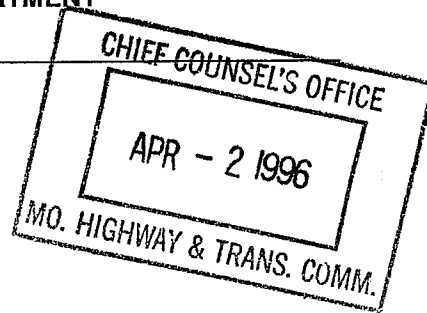
Attachments

Copy: Gary Vandelight-de

*March 6, 1996
Comm. Meeting*

Inter-Office Correspondence

MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT



DATE: March 29, 1996

TO: Rich Tiemeyer
Chief Counsel

FROM: Gary Vandelicht *GWV*
Field Liaison Engineer

SUBJECT: Design
Route 364, St. Charles County
Job No. J6U1028
Agreement with St. Charles County

Attached are six copies of the agreement between St. Charles County and MHTD for the design of Page Avenue on the above referenced project which have been executed by St. Charles County.

The commission approved authorization to execute this contract at the March commission meeting.

We request your approval as to form and please forward the copies of the agreement to the secretary to the commission to be executed by the chief engineer or assistant chief engineer.

maj

Attachment

CCO FORM:
Approved: 01/96 (MGB)
Revised:
Modified: 03/96 (GWS)

Route D
St. Charles County
Job No. J6U1028

AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highway and Transportation Commission (hereinafter, "Commission") and St. Charles County, Missouri, a municipal corporation (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission has proposed to build Route D (Page Avenue Extension) in St. Charles County as part of the State Highway System; and

WHEREAS, the parties desire to proceed with design of Route D, from Route 94 at Mid Rivers Mall Drive to Route 40 near Route N; and

WHEREAS, said project has a priority for services to the general area and the County is willing to provide funds toward the design of said improvements subject to the terms and conditions set forth in this Agreement.

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

(1) PROPOSED IMPROVEMENT: The improvement contemplated herein and designated by the Commission as Job No. J6U1028 provides for the design of Route D starting at a point west of Route 40 at Route N and continuing in an easterly direction 9.0 miles to Route 94 and Route N (Mid Rivers Mall Drive).

The general location of the project is shown on the attachment marked "Exhibit A," which is incorporated in this Agreement by reference.

(2) COUNTY FUNDING: The County agrees to contribute funds to the Commission up to the amount of Two Million Dollars (\$2,000,000.00) for costs incurred in the design of this project. Any cost above \$2,000,000.00 will be incurred by the Commission. If the design cost is less than \$2,000,000.00, the difference will be refunded to the County upon completion of the consultant contract.

(3) COMMISSION'S RESPONSIBILITY: The Commission will assume the responsibility for the performance of the preparation of detailed right of way and final design plans, specifications and cost estimate. The Commission has the right to reject and accept any and all consultant proposals and the proposals shall not be subject to concurrence by the County.

(4) DEPOSIT OF FUNDS

(A) Starting on March 31, 1996, the County shall deposit with the Commission, quarterly, the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to pay for the design cost. All deposits under this Agreement shall be made payable to the "Missouri Highway and Transportation Commission - Local Funds."

(B) The County agrees that all funds deposited with the Commission may be commingled with other similar monies deposited from other sources. Any deposits may be invested at the discretion of the Commission in such investments allowed for other state funds. Any interest shall only be accrued on the deposit while unexpended County funds remain in the "Missouri Highway and Transportation Commission - Local Funds" account and then, only to the extent of interest actually earned. All interest monies shall be payable to the fund and credited to the project. Any interest credited to the project and not expended for project costs described in paragraph (3) of this agreement shall be refunded to the County upon completion of the consultant contract.

(C) No interest shall accrue on the County funds that have been expended by the Commission from the "Missouri Highway and Transportation Commission - Local Funds" for the project costs described in paragraph (3) of this agreement.

(5) COMMISSION PAYMENTS: The Commission will pay the total amount back to the County in two installments. The first installment for One Million Dollars (\$1,000,000.00) will be made in January, 2002. The second installment for the remainder up to One Million Dollars (\$1,000,000.00) will be made in January, 2003. Should additional state funding sources become available for the design of this project prior to the year 2002, the pay back will be made when the funds become available.

(6) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal agreement amendment signed and approved by the duly authorized representative of the County and the Commission.

(7) COMMISSION'S REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(8) COUNTY'S REPRESENTATIVE: The County Executive is designated as the County's representative for the purpose of administering the provisions of this Agreement.

(9) ASSIGNMENT: The County shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County and the Commission shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

Executed by the County this 12 day of March, 1996

Executed by the Commission this 5th day of April, 1996

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

Gay Chulms
Title Deputy Chief Engineer

Marilynn Winters
Secretary to the Commission

Approved as to Form:

Gregory W. Schroeder
Commission Counsel

ST. CHARLES COUNTY, MISSOURI

By *Joe D. [Signature]*
Title County Executive

By _____
Title _____

Approved as to Form:

Title _____

Bill No. 709
Requested by:
Sponsor:

Craig Tajkowski
Shirley Sisco

Ordinance No. 96-28

AN ORDINANCE APPROVING AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE CONSTRUCTION OF ROADS.

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

Section 1. The County Executive is hereby authorized to execute an agreement with the Missouri Highway and Transportation Department for a loan from St. Charles County to the Missouri Highway and Transportation Department of \$2,000,000.00 for the design of Phase III of the Page Avenue Extension pursuant to the attached agreement. Said funds will be drawn from the St. Charles County Transportation sales tax funds, beginning in FY 96, in an amount not to exceed \$2,000,000.00 across all fiscal years reflected in the agreement. This agreement with the Missouri Highway and Transportation Department shall be subject to appropriation in the County's 1996 and succeeding year budgets. Failure to appropriate the funds in a fiscal year automatically terminates the agreement at the point at which the appropriation is not passed. The terms for repayment of these funds is set out in Exhibit A.

| <u>Project</u> | <u>Project Limits</u> | <u>Amount</u> | <u>Exhibit</u> |
|----------------------------|-----------------------|----------------|----------------|
| Page Avenue Design Loan | Phase III | \$2,000,000.00 | A |

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

Section 3. Compliance with all the terms of the agreement shall be the responsibility of the Road Board Director.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

March 11, 1996
DATE PASSED

March 12, 1996
DATE APPROVED BY COUNTY EXECUTIVE

Sally A. Firth
CHAIR OF THE COUNCIL

Joe Atwell
COUNTY EXECUTIVE

ATTEST:

Joni Pomeroy
COUNTY CLERK

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.

[Signature]
Director of Finance

3/12/96
Date