

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI,
AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENTAL STP-URBAN
PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION FOR THE DESIGN AND RIGHT OF WAY
ACQUISITION FOR THE EXTENSION OF THE SHUYLER CREEK TRAIL**

WHEREAS, the City of Republic, Missouri, (herein called "City" or "Republic") is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on November 5, 2019, in Resolution 19-R-37, the Council authorized the Community Development Department and other City departments to apply for a grant to extend the Shuyler Creek Trail; and

WHEREAS, on May 19, 2020, in Ordinance 20-20, the Council approved an STP-Urban Program Agreement for the Extension of the Shuyler Creek Trail with the Missouri Highways and Transportation Commission (herein called "First Agreement"); and

WHEREAS, that First Agreement was executed on July 7, 2020; and

WHEREAS, due to the increase in funding available, the Missouri Highways and Transportation Commission has proposed a First Supplemental STP-Urban Program Agreement (herein called "Agreement") with the City for the Extension of the Shuyler Creek Trail in the City (herein called "Project"); and

WHEREAS, this Agreement will obligate the City to contribute 20% towards the Project, which is approximately \$215,208.00. The other 80% of the funding will come from federal funds; and

WHEREAS, the Council finds that this Agreement is in the best interest of the City as the Project will increase safety and activities for the community and residents by adding to the City's existing trail system.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

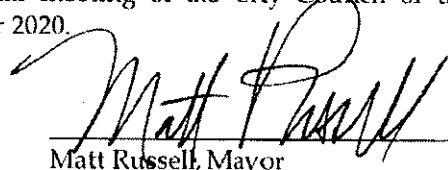
- Section 1. Mayor Matt Russell is authorized to execute on behalf of the City a First Supplemental STP-Urban Program Agreement with the Missouri Highways and Transportation Commission not to exceed \$215,208.00, said Agreement to be substantially in the form and content of the document attached hereto and incorporated herein.
- Section 2. The whereas clauses are hereby specifically incorporated herein by reference.
- Section 3. The provisions of this Ordinance are severable, and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

BILL NO. 20-37

ORDINANCE NO. 20-

Section 4. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this 15th day of September 2020.



Matt Russell, Mayor

Attest:



Laura Burbridge, City Clerk



Digitally signed by Scott Ison
Date: 2020.08.19 13:51:18
-05'00'

Approved as to Form: _____ Scott Ison, City Attorney

Final Passage and Vote: The vote was 7 Aye-Deichman, Franklin, Mitchell, Pool, Russell, Updike, and Wilson. 0 Nay. Motion Carried.

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 03/17 (MWH)
Modified:

Greene County
City of Republic
Project STBG-6900(813)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-6900(813) TIP# EN2010-20A5
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Republic (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 7, 2020 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as the design and right of way acquisition for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

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

(1) REVISION: Paragraphs (1), (2) and (12(A)) of the Original Agreement are hereby removed and replaced with the following:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6900(813) involves design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-

6900(813) by the Commission is within the city limits of Republic, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Design, environmental, right of way acquisition and construction for the extension of the Shuyler Creek Trail to Elm Street/Farm Road 182 and Along Farm Road 182 to Wilson Creek Battlefield.

- (12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (80%) not to exceed **\$866,099.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]


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

Executed by the City this 29 day of October, 2020.

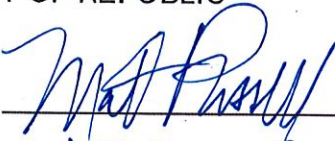
Executed by the Commission this 17 day of December, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF REPUBLIC



Title: Chief Engineer

By 


Title: Mayor

ATTEST:



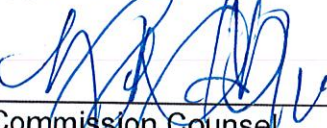
Secretary to the Commission

ATTEST:

By 

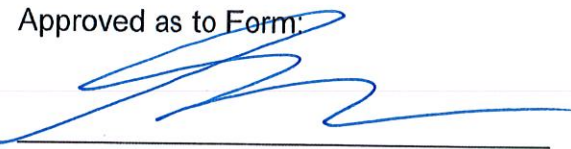
Title: City Clerk

Approved as to Form:



Commission Counsel

Approved as to Form:



Title: City Attorney

Ordinance No.: 20-37

Exhibit A - Location of Project

