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Approved: 05/02 (BDG)  
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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 #EN2010-22AM3  
Award Year: 2020  
Federal Agency: Federal Highway Administration, Department of Transportation

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

THIS SECOND 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 Shuylar Creek Trail to Elm Street/Farm Road 182 and along Farm Road 182 to Wilson Creek Battlefield, (hereinafter, "Original Agreement"); and

WHEREAS, on December 17, 2020 the Commission and City previously entered into a First Supplemental Agreement; and

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

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

(1) REVISIONS: Paragraph (1) PURPOSE; Paragraph (3) REASONABLE PROGRESS POLICY; Paragraph (7) CITY TO MAINTAIN; Paragraph (12) REIMBURSEMENT; and subparagraph 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 Shuylar 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. The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C 101, 106 and 213; SAFETEA-LU 1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvements whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(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 cost