

BILL NO. ____

ORDINANCE NO. ____

**AN ORDINANCE TO APPROVE A CONTRACT WITH ST. LOUIS COUNTY,
MISSOURI TO PERFORM MAINTENANCE SERVICES ON GRANT ROAD
WITHIN THE TOWN OF GRANTWOOD VILLAGE, MISSOURI .**

WHEREAS, The Town of Grantwood Village has requested that St. Louis County, Missouri perform maintenance services on Grant Road within The Town of Grantwood Village, Missouri; and

WHEREAS, St. Louis County, Missouri is willing to perform services and provide material upon the terms and conditions as set forth in a written contract to be entered into by and between The Town of Grantwood Village, Missouri and St. Louis County, Missouri.

NOW, THEREFORE, Be It Ordained by the Board of Trustees of The Town of Grantwood Village, Missouri, as follows:

Section One:

There is hereby approved, and the Chairman is hereby authorized to execute a Contract with St. Louis County, Missouri for the maintenance of Grant Road within The Town of Grantwood Village, Missouri. The Contract shall be in substantially the form attached as Exhibit A and incorporated herein by reference. The Chairman or his designee(s) are hereby authorized to take such further action as deemed necessary to obtain the benefits of the agreement for the Village.

Section Two:

This Ordinance shall be in full force and effect both from and after its passage and approval.

This Bill was passed and approved this __, day of January, 2014, by the Board of Trustees of The Town of Grantwood Village, Missouri after having been read by title or in full two times prior to passage.

ATTEST:

Kevin Kelso
Chairman

Mark Kienstra
Village Clerk

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of November, 2013, by and between the Village of Grantwood Village, Missouri, a municipal corporation, (VILLAGE), and St. Louis County, Missouri, a political subdivision of the State of Missouri (COUNTY).

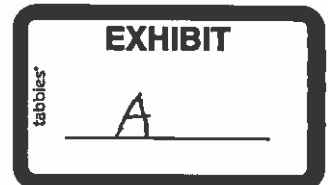
WHEREAS, VILLAGE has requested that COUNTY perform maintenance services on Grant Road within VILLAGE; and

WHEREAS, COUNTY is willing to perform services and provide material upon the terms and conditions hereinafter stated; and

WHEREAS, VILLAGE is authorized to enter into this Agreement by Ordinance number _____, and COUNTY is authorized to enter into this Agreement by Ordinance number _____;

NOW THEREFORE, COUNTY and VILLAGE agree as follows:

1. COUNTY shall, in accordance with its standard maintenance schedules and practices, perform the following types of maintenance within the right-of-way of Grant Road located within the corporate limits of VILLAGE:
 - a. Snow removal and salt treatment
 - b. Pavement maintenance
 - i. Repair asphaltic pavement (potholes)
 - ii. Crack seal asphaltic pavement
 - iii. Paint centerline and edge-lines
 - c. Trim roadside trees; however, roadside mowing is not included
 - d. Respond to flash flooding
 - e. Maintain roadside drainage within the right-of-way
2. VILLAGE shall pay COUNTY \$1,250.00 per quarter for a total of \$5,000.00 per calendar year for the performance of the maintenance functions described in Paragraph 1.



- a. VILLAGE's payments will be payable to "Treasurer St. Louis County", deliver to Accounts Receivable Supervisor, Highways & Traffic, 41 South Central, St. Louis MO 63105.
 - b. COUNTY will bill VILLAGE quarterly; said billings are to be paid by VILLAGE within 20 days of receipt.
3. The original term of this Contract shall begin on January 1, 2014 and shall be automatically renewed for four successive years commencing January 1 of each year. This Contract shall terminate on December 31, 2018, unless terminated earlier by either party giving the other party sixty days prior written notice.
4. Annually, the County will rate Grant's Road in accordance with the Pavement Condition Rating (PCR) system. During the term of this Contract, VILLAGE shall use all reasonable efforts to seek supplemental sources of funding to improve and maintain Grant Road, including federal and state grants. Any such funding shall be used by VILLAGE for maintenance and/or improvement of Grant Road to County specifications. Grant funding match for road and drainage work will be split 50%/50% VILLAGE/COUNTY. All other grant funding match will be paid by the VILLAGE.
5. During the term of this Contract, COUNTY does not intend to include Grant Road in the County Arterial Road System (ARS).
6. VILLAGE shall issue all permits affecting Grant Road right-of-way at no cost to COUNTY.
7. COUNTY shall be exempt from the requirement to obtain permits for the maintenance responsibilities of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written above.

VILLAGE OF GRANTWOOD VILLAGE, MISSOURI

By: _____
Chairman

Attest:

Approved as to legal form:

Clerk

Village Attorney

ST. LOUIS COUNTY, MISSOURI

By: _____
County Executive

Attest: _____
Administrative Director

Approved as to legal form:

Approved:

County Counselor

Director of Highways and Traffic

Approved:

Accounting Officer