

APPENDIX G - FUNDING COMMITMENTS

**CITY OF ST. CHARLES
CAPITAL IMPROVEMENT PROGRAM
FISCAL YEARS 2021 TO 2026**

Blue Highlighted area contains formulas to populate the data - make changes to project detail tab to update summary below

Department Totals:

Public Works and Engineering Dept - Street Projects

	Description	2021	2022	2023	2024	2025	2026	Outside Funding	Total	Future
ST-1	[PW] Street Surface Repairs - Asphalt	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000		18,000,000	on-going
ST-2	[PW] Street Surface Repairs - Concrete	2,000,000	2,250,000	2,250,000	2,500,000	2,500,000	2,500,000		14,000,000	on-going
ST-3	[PW] Street Surface Repairs- Annual Crackseal	300,000	350,000	400,000	400,000	400,000	400,000		2,250,000	on-going
ST-4	[PW] Sidewalk Maintenance	300,000	300,000	200,000	200,000	200,000	200,000		1,400,000	on-going
ST-5	[ENG] Sidewalk Extension Projects									100,000
ST-6	[ENG] Comprehensive Curb & Gutter Program									125,000
ST-7	[ENG] New Orthorectified Aerial Photography		200,000						200,000	
ST-8	[ENG] Old Governor Place Sidewalk Extension				150,000				150,000	
ST-9	[ENG] Frontier Park Pedestrian Bridge			85,000					85,000	
ST-10	[ENG] Bangert Island Phase 1	2,850,000	1,500,000					16,500,000	20,850,000	36,000,000
ST-11	[ENG] Second Street Reconstruction & Traffic Calming			175,000	50,000	425,000		1,950,000	2,600,000	
ST-12	[ENG] Interchange Enhancements & Welcome Signs		90,000						90,000	
ST-13	[PW] Parking Lot Maintenance		35,000	170,000	155,000	360,000	20,000		740,000	
ST-14	[ENG] Muegge Road Interchange at MO 94 / MO 364							6,108,540	6,108,540	
ST-15	[PW] Annual Bridge Culvert Maintenance Program		200,000	200,000	200,000	200,000	200,000		1,000,000	on-going
ST-16	[ENG] Cunningham Sidewalk Connection to West Clay									350,000
ST-17	[PW] Pavement Rehab - Arterial and Collector Routes	140,000	470,000	125,000	300,000	900,000	300,000		2,235,000	1,315,000
ST-18	[ENG] Systemic Safety Improvements	60,000							60,000	
ST-19	[ENG] South Fifth Street Reconstruction	100,000	450,000						550,000	
ST-20	[ENG] Hawks Nest Drive Rehabilitation		100,000	100,000	550,000			2,250,000	3,000,000	
ST-21	[ENG] Centennial Greenway/Schaefer Park Trail Linkages	10,000	173,000						183,000	
ST-22	[ENG] MTFC Loan Payback	250,000	250,000	250,000	250,000	250,000			1,250,000	1,000,000
ST-23	[ENG] Sibley Street Sidewalks									750,000
ST-24	[ENG] Smart Parking Management System	100,000						900,000	1,000,000	
ST-25	[PW] Public Works Facility - Complete Construction	355,000							355,000	
ST-26	0									
ST-27	0									
ST-28	0									
ST-29	0									
ST-30	0									
ST-31	0									
ST-32	0									
TOTALS		9,465,000	9,368,000	6,955,000	7,755,000	8,235,000	6,620,000	27,708,540	76,106,540	39,640,000

ST-Sum

CITY OF ST. CHARLES
CAPITAL IMPROVEMENT PROGRAM
FISCAL YEARS 2021 TO 2026

Blue Highlighted area contains formulas to populate the data - make changes to project detail tab to update summary below

Department Totals:

Public Works & Engineering Dept - Water

Description		2021	2022	2023	2024	2025	2026	Total Outside Funding	Total	Future
WR-1	[PW] Debt Service - 2010 COPs	1,654,263	1,683,638	1,715,438	1,475,738	1,475,738			8,004,815	10,466,723
WR-2	[PW] Well Treatment, Pump Repair, High Service Transfer Pump Control Valve & Misc. Equip	94,000	85,000	30,000	42,000	60,000	44,000		355,000	on-going
WR-3	[PW] Distribution System Improvements	10,000	10,000	10,000	12,000	12,000	15,000		69,000	on-going
WR-4	[PW] Vehicles - Pickup Trucks	140,000	57,000	100,000	62,500	42,500			402,000	
WR-5	[ENG] McDonough St 18SS-Strengthen Water System				400,000	1,000,000			1,400,000	
WR-6	[PW] Heavy Duty Work Trucks	175,000					200,000		375,000	225,000
WR-7	[PW] Maintenance Utility Truck	225,000							225,000	
WR-8	[ENG] Boschertown Rd Phase II Waterline Ext-1FF	1,000,000							1,000,000	
WR-9	[ENG] Bangert Island Phase 1 Waterline	250,000							250,000	
WR-10	[ENG] Clark St 17SS-Strengthen Water System	300,000			100,000	380,000			780,000	
WR-11	[ENG] South Fifth Street Watermain Connection	200,000	1,000,000						1,200,000	
WR-12	[PW] EZ Valve Stock Purchases	10,000	10,000	10,000	12,000	12,000	12,000		66,000	on-going
WR-13	[PW] Backhoe Replacement			200,000					200,000	
WR-14	[ENG] Fox Hill Road Fire Flow Improvement-3FF				90,000	500,000			590,000	
WR-15	[ENG] Boone's Lick Road Watermain-26FF			210,000	1,930,000				2,140,000	
WR-16	[ENG] S First Capitol Dr Watermain Connection				80,000	800,000			880,000	
WR-17	[PW] Water Storage Tanks - Maintenance	236,000				350,000			586,000	300,000
WR-18	[PW] Public Work Facility - Complete Construction	240,000							240,000	
WR-19	[ENG] Nathan Avenue Watermain-24FF			80,000	800,000				880,000	
WR-20	[PW] Hypochlorite Dosing Pump Replacement	13,000			13,000				26,000	
WR-21	[PW] Annual Instrumentation Calibration	12,000	12,000	12,000	12,000	14,000	14,000		76,000	on-going
WR-22	[PW] Replacement of Surge Suppressors		30,000						30,000	
WR-23	[PW] Lindenwood Pump Control Valve Replacement	60,000							60,000	
WR-24	[PW] Arc Flash Assessment				10,000				10,000	
WR-25	[PW] Electricians Truck	125,000							125,000	
WR-26	[PW] Sand Filter Rehabilitation & Media Replacement	30,000			32,000				62,000	on-going
WR-27	[PW] Filter Gallery Overhaul				200,000				200,000	
WR-28	[ENG] West Clay Watermain		80,000	800,000					880,000	
WR-29	[PW] Lindenwood New Tank Interior Renovation	298,000							298,000	
WR-30	[PW] Lindenwood Old Tank Interior Renovation		313,000						313,000	
WR-31	[PW] Pressure Wash Muegge Tank and Two (2) Water Treatment Plant Tanks		50,000						50,000	
WR-32	[ENG] Restore Water Treatment Plant Capacity Two (2) New Wells	278,000	2,282,000						2,560,000	
WR-33	[ENG] Redundant Raw Water Supply Line		367,000	3,012,000					3,379,000	
WR-34	[ENG] Missouri American Water Company Interconnect Water Line									1,713,000.00
WR-35	[ENG] New Pump at Joint Venture Pump Station					85,000	721,000		806,000	
WR-36	[ENG] Two (2) New Water Wells for Treatment Plant Expansion									2,350,000
WR-37	[ENG] Elm Point Water Treatment Plant Expansion				1,500,000	6,310,000	6,309,000		14,119,000	
WR-38	[ENG] WTP Basins Concrete Repairs		100,000						100,000	
WR-39	[PW] WTP Secondary Basin Equipment Replacement									500,000
WR-40	[ENG] WTP Transfer Pump Replacement									250,000
WR-41	[PW] SSLIP / WSLIP Truck						17,500		17,500	
WR-42	[PW] Administration Vehicles									13,500
WR-43	[PW] Lime Solids Monofill	100,000							100,000	
WR-44	[ENG] New Water Main from Spring Drive to Mossberg Court						110,000		110,000	
WR-45	[ENG] Cheshire Drive Water Main Replacement						500,000		500,000	
WR-46	[ENG] New Water Main from Dahlia Ct. to Diekamp Ln.						100,000		100,000	
WR-47	[ENG] New Water Main from San Juan Drive to S River Rd	40,000							40,000	
WR-48	[ENG] New 8 Inch Water Main Connections	400,000							400,000	
TOTALS		5,890,263	6,079,638	6,179,438	6,771,238	11,041,238	8,042,500	0	44,004,315	15,818,223

**CITY OF ST. CHARLES
CAPITAL IMPROVEMENT PROGRAM
FISCAL YEARS 2021 TO 2026**

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Department Totals:

Sanitary Sewer

Description		2021	2022	2023	2024	2025	2026	Total Outside Funding	Total	Future
SS-1	[PW] Debt Service - 2010 COPs	6,730,813	6,887,045	7,021,116	5,524,209	5,524,902			31,688,085	76,902,297
SS-2	[PW] Assorted Manhole Projects	100,000	300,000	300,000	300,000	300,000	300,000		1,600,000	on-going
SS-3	[ENG] Misc. Sanitary Sewer Rehab/Replace	100,000	500,000	500,000	500,000	500,000	500,000		2,600,000	on-going
SS-4	[PW] Flow Monitoring/Smoke Testing	25,000	25,000	75,000	125,000	75,000	75,000		400,000	on-going
SS-5	[PW] Jet Vac Truck (WPC Equipment)				350,000	360,000			710,000	
SS-6	[PW] Sewer Televising Trucks				525,000				525,000	
SS-7	[PW] Medium Duty Work Trucks	40,000		87,500	32,500	40,000			200,000	250,000
SS-8	[PW] New Town Vac System Canisters & Controllers	150,000	500,000	200,000	200,000				1,050,000	
SS-9	[PW] Public Work Facility - Complete Construction	160,000							160,000	
SS-10	[ENG] Missouri Treatment Clarifier Replacement									2,000,000
SS-11	[PW] W&C - MS Plant Mixers for GBT sludge holding basin	50,000							50,000	
SS-12	[PW] Heavy Construction Equipment	50,000				125,000			175,000	
SS-13	[PW] Solids Handling Alternatives Plan	50,000							50,000	
SS-14	[ENG] MO Basin Area 15 Private Source Disconnect			35,000	270,000				305,000	
SS-15	[PW] W&C - Pretreatment Local Limit Study				75,000				75,000	
SS-16	[PW] W&C-Lift Stations-SCADA	95,000	100,000	75,000					270,000	
SS-17	[PW] W&C-New Town Vacuum Pump Rebuild	17,000							17,000	
SS-18	[PW] W&C - MS WWTF Tertiary Building Demolition									230,000
SS-19	[PW] W&C - MO WWTF Lagoon Bank Stabilization		30,000	200,000					230,000	
SS-20	[PW] Plug Valve Rebuild and Automation at New Town Vacuum Station	50,000	50,000						100,000	
SS-21	[PW] W&C - MO Headworks Screening			850,000					850,000	
SS-22	[PW] W&C - MS Headworks Screening					850,000			850,000	
SS-23	[PW] W&C - Force Main Air Release				300,000				300,000	
SS-24	[PW] W&C - Phosphorus Optimization Plan				125,000				125,000	
SS-25	[PW] W&C - MO and MS Plants H2S Monitoring System Replacement	30,000							30,000	
SS-26	[ENG] Bangert Island Sewer Extension	950,000	1,500,000						2,450,000	
SS-27	[ENG] South Fifth Street Trunk Main from Fairgrounds Rd. to S. River Rd.	200,000	1,300,000						1,500,000	
SS-28	[ENG] Fourth Street Trunkmain from Morgan St. to Tecumseh St.									1,400,000
SS-29	[ENG] Boone's Lick Trunkmain from Riverside Dr. to N. Fairgrounds Rd.									1,200,000
SS-30	[ENG] Riverside Dr. Trunkmain from I-70 to Jefferson St.	270,000	30,000	1,700,000					2,000,000	
SS-31	[ENG] Riverside Dr. Trunkmain from Jefferson St. to Adams St.	180,000	20,000		1,000,000				1,200,000	
SS-32	[ENG] Trunkmain along 9th St, Morgan, 2nd St, Olive St, Tecumseh St & N. Main St									1,400,000
SS-33	[PW] W&C - Jet Truck offloading station			75,000					75,000	
SS-34	[PW] W&C - Lift Station Spare Pumps	60,000							60,000	
SS-35	[PW] W&C - MS Plant structure over UV system			100,000					100,000	

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Expense Budget Worksheet Report

Budget Year 2019

Account	Account Description	2019 Department Request
Fund 517 - Stormwater		
Department 500 - Public Works		
Division 581 - Stormwater		
Capital Outlay		
Capitalized Expenditures		
873-110	Other Improvements Stormwater Projects	250,000.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Department Request	SW-3 [PW] Field Engineered/Inter Divisional Program	1.0000 120,000.00 120,000.00
Department Request	SW-4 [PW] SW Improvements/NPDES Phase II	1.0000 30,000.00 30,000.00
Department Request	SW-6 [PW] Maintenance/Repair of Stormwater Infrastructure	1.0000 100,000.00 100,000.00
Department Request Totals		\$250,000.00
Capitalized Expenditures Totals		\$250,000.00
Capital Outlay Totals		\$250,000.00
Debt Service		
977-041	Principal Payments COPS	1,215,000.00
978-041	Interest & Fiscal Charges COPS	1,216,957.00
Debt Service Totals		\$2,431,957.00
Division 581 - Stormwater Totals		\$2,681,957.00
Department 500 - Public Works Totals		\$2,681,957.00
Department 502 - Engineering		
Division 502 - Engineering		
Capital Outlay		
Capitalized Expenditures		
873-110	Other Improvements Stormwater Projects	20,904,300.00
Budget Transactions		
Level	Transaction	Number of Units Cost Per Unit Total Amount
Department Request	SW-10 [ENG] Seventh to Boone's Lick Storm Sewers	1.0000 3,200,000.00 3,200,000.00
Department Request	SW-11 [ENG] N Benton to N Main Storm Sewers	1.0000 2,650,000.00 2,650,000.00
Department Request	SW-12 [ENG] Transit (5th to Main) Storm Sewers	1.0000 2,350,000.00 2,350,000.00
Department Request	SW-13 [ENG] Perry to Riverside Storm Sewers	1.0000 2,250,000.00 2,250,000.00
Department Request	SW-14 [ENG] MO Flood Gates #2 & #3	1.0000 691,800.00 691,800.00
Department Request	SW-15 [ENG] Bridal Spur Culvert Replacement	1.0000 1,277,500.00 1,277,500.00
Department Request	SW-16 [ENG] Boschert Creek Stabilization - Lindenwood Ave to Pin	1.0000 889,200.00 889,200.00
Department Request	SW-17 [ENG] Crystal Springs Creek Stabilization - Rio Vista Dr.	1.0000 1,035,800.00 1,035,800.00
Department Request	SW-18 [ENG] Bangert Island Drainage Improvements	1.0000 4,000,000.00 4,000,000.00
Department Request	SW-5 [ENG] Water Quality Improvements Citywide	1.0000 180,000.00 180,000.00

FIRST REGULAR SESSION
[PERFECTED]
HOUSE COMMITTEE SUBSTITUTE FOR
HOUSE BILL NO. 19
100TH GENERAL ASSEMBLY

0019H.02P

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To appropriate money for the several departments and offices of state government and the several divisions and programs thereof for planning and capital improvements including but not limited to major additions and renovations, new structures, and land improvements or acquisitions, to be expended only as provided in Article IV, Section 28 of the Constitution of Missouri for the fiscal period beginning July 1, 2019, and ending June 30, 2020.

Be it enacted by the General Assembly of the state of Missouri, as follows:

There is appropriated out of the State Treasury, to be expended only as provided in Article IV, Section 28 of the Constitution of Missouri, for the purpose of funding each department, division, agency, and program described herein for the item or items stated, and for no other purpose whatsoever, chargeable to the fund designated for the period beginning July 1, 2019, and ending June 30, 2020, as follows:

Section 19.005. To the Office of Administration

2 For the Department of Elementary and Secondary Education
3 For planning, design, repairs, replacements, improvements, and
4 renovations to the Missouri School for the Blind
5 From School for the Blind Trust Fund (0920). \$2,500,000

Section 19.010. To the Office of Administration

2 For the Department of Agriculture
3 For construction of a new campground at the State Fairgrounds
4 From General Revenue Fund (0101). \$1,561,141

Section 19.020. To the Department of Natural Resources

2 For the Division of State Parks
3 For state park and historic site capital improvement expenditures,
4 including design, construction, renovation, maintenance, repairs,
5 replacements, improvements, adjacent land purchases, installation
6 and replacement of interpretive exhibits, water and wastewater
7 improvements, maintenance and repair to existing roadways,

4 From General Revenue Fund (0101). \$500,000

Section 19.125. To the Office of Administration

2 For a mobile flood wall in a city of the fourth classification with more
 3 than four hundred but fewer than four hundred fifty inhabitants and
 4 located in any county of the third classification without a township
 5 form of government and with more than eighteen thousand but
 6 fewer than twenty thousand inhabitants and with a city of the
 7 fourth classification with more than five thousand but fewer than
 8 six thousand inhabitants as the county seat

9 From General Revenue Fund (0101). \$2,000,000

Section 19.130. To the Department of Natural Resources

2 For side channel and bank improvements near an island located in a
 3 county with a charter form of government and with more than
 4 three hundred thousand but fewer than four hundred fifty thousand
 5 inhabitants

6 From General Revenue Fund (0101). \$1,000,000

Section 19.135. To the Department of Natural Resources

2 For the Division of State Parks

3 For improvements at Roaring River State Park

4 From General Revenue Fund (0101). \$100,000

Bill Totals

General Revenue Fund \$16,311,141

Federal Funds 138,500,000

Other Funds 24,628,711

Total \$179,439,852

✓

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

December 18, 2019

Mr. Brad Temme
City of St. Charles
Director of Engineering
200 N. 2nd Street
St. Charles, Missouri 63301

Dear Mr. Temme:

The Missouri Department of Transportation (MoDOT) received the City of St. Charles' application for the Governor's Transportation Cost Share Program for Riverpointe.

I'm happy to inform you that your application was selected to receive \$5,000,000 of Governor's Transportation Cost Share funds by the Cost Share Committee at their December 16, 2019 meeting. Final approval will be requested from the Missouri Highways and Transportation Commission (MHTC) at their January 9, 2020 meeting.

A MoDOT District representative will contact you after the January MHTC meeting to provide additional details on the necessary steps needed to deliver your transportation project.

Please contact Sunny Wilde at 573-526-3690 or sunshine.wilde@modot.mo.gov with any questions.

Sincerely,


Patrick K. McKenna
Director

Copies: Sunny Wilde-fs
Tim Arbeiter-DED
Andrew Tuerck-stl



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

Ord. 18-207

**AGREEMENT BETWEEN THE DEPARTMENT OF ARMY AND
THE CITY OF SAINT CHARLES, MISSOURI
FOR DEVELOPMENT OF A COMPREHENSIVE PLAN FOR
BANGERT ISLAND FLOOD RISK & RIVERFRONT TRANSFORMATION
PROJECT**

THIS AGREEMENT, is entered into this 4th day of October 2018, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Kansas City District (hereinafter the "District Engineer") and the City of Saint Charles, Missouri (hereinafter the "Non-Federal Sponsor"), represented by the Director of Water Services.

WITNESSETH, THAT

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16) authorizes the Secretary of the Army, acting through the Chief of Engineers, to provide assistance in the preparation of a comprehensive water resources plan (hereinafter the "Plan") to a State or non-Federal interest working with a State, and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Government shall develop the Plan, in coordination with the Non-Federal Sponsor, in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks, including the Non-Federal Sponsor's in-kind services.

2. The Non-Federal Sponsor shall provide 50 percent of the costs for developing the Plan in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of developing the Plan are projected to be \$2,000,000.00, with the Government's share of such costs projected to be \$1,000,000.00 and the Non-Federal Sponsor's share of such costs projected to be \$1,000,000.00, which includes estimated credit in the amount of \$0 for in-kind services.

a. After considering the estimated amount of credit for in-kind services that will be afforded in accordance with paragraph 4, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of development of the Plan, with a fiscal

year beginning on October 1st and ending on September 30th of the following year. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government by delivering a check payable to "FAO, USAED, Kansas City District G5 to the District Engineer or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. No later than August 1st prior to each subsequent fiscal year during development of the Plan, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government using one of the payment mechanisms specified in paragraph 2.a. above.

c. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of developing the Plan, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

d. Upon completion of the Plan and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. In addition to the required 50 percent of costs, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for development of the Plan. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required 50 percent of costs and are not eligible for credit or repayment.

4. The in-kind services includes those activities (including services, materials, supplies, or other in-kind services) that are required for development of the Plan and would otherwise have been undertaken by the Government and that are specified in the Scope of Work and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the Scope of Work. The Government shall credit towards the Non-Federal Sponsor's share of costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind services, including associated supervision and administration. Such

costs shall be subject to audit in accordance with paragraph 9 to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

a. As in-kind services are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind services shall not exceed the Non-Federal Sponsor's share of costs.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind services are completed and credit is afforded; for the value of in-kind services obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

5. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Plan. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

6. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

7. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate further development of the Plan. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred.

8. As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

9. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses

for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

a. The Government may conduct, or arrange for the conduct of, audits of the Plan. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Plan shall not be included in the shared costs of the Plan, but shall be included in calculating the overall Federal cost of the Plan.

b. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

10. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

11. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as shown below. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:

**Attn: Brad Temme, Director of Engineering
City of Saint Charles, Missouri
200 North Second Street
Saint Charles, Missouri 63301**

If to the Government:

**Planning Assistance to States Program Manager
CENWK-PM-PF
Kansas City District Corps of Engineers
601 E. 12th Street
Kansas City, MO 64106**


12. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.


13. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

THE CITY OF SAINT CHARLES,
MISSOURI

BY: 
Douglas B. Guttormsen
Colonel, Corps of Engineers
District Commander

BY: 
Sally A. Faith
Mayor
City of Saint Charles




DATE: OCT 04 2018


DATE: 9-25-18

Attest: 
Amberley Hagan
City Clerk ASST

Approved as to Form:


Michael Valenti
City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 the obligation hereby incurred.


Gina Jarvis
Director of Finance

SCOPE OF STUDY
FOR
BANGERT ISLAND FLOOD RISK & RIVERFRONT TRANSFORMATION PROJECT
APPENDIX A

INTRODUCTION

The Bangert Island Riverfront Transformation project will transform the City of Saint Charles riverfront property between the Family Arena and Interstate 70. In the 1930's 1940's, river control structures were built on the Missouri River to provide a more navigable channel. As a result, the channel separating Bangert Island from the shoreline gradually silted in, and in the 1980's finally ceased to function as an island except in periods of high water. Previously, the City and the US Army Corps of Engineers has worked with multiple alternatives to study the hydrology and sediment transport of an open channel. As a result of the current condition of the channel, the shallow water aquatic habitat has been reduced and flooding is common on properties along the shoreline. At the current time, through coordination between City and US Army Corps of Engineers personnel, a connection to the river is not desired. The current alternative discussed excavates out a portion of the channel, and recycles the spoils on the shoreline in the City of Saint Charles. This is to conduct the planning processes to support future implementation of a project.

SCOPE OF STUDY:

The focus of this Planning Assistance to Sates study is to study the engineering and planning aspects of the concept that will be required to advance the project towards future implementation. Included in the study is surveys, geotechnical investigations, hydraulic and flood risk analyses, environmental (habitat) restoration analyses and NEPA planning and requirements, operations and maintenance requirements, study of stormwater quality infrastructure impacts, public outreach, utility coordination, and conceptual plans for implementation of channel and closed system improvements.

TASKS & GOALS TO BE CONDUCTED:

- 1. Topographic and Boundary Survey of the Bangert Island Riverfront Transformation Project to Support Concept Plans:**
 - a. Establish horizontal and vertical control for the project
 - b. Research location of existing utilities that are within the project
 - c. Collect topographic features for the project area
 - d. Collect cross sections of overbank and channel areas
 - e. Prepare electronic base maps of the project area
 - f. Collect all survey information necessary for environmental studies and delineation
- 2. Geotechnical Investigation to Support Concept Plans:**
 - a. Analyze soil characteristics of the historical channel area or adjacent shorelines

- b. Acquire and analyze subsurface information with soil borings and laboratory analysis spaced at regular intervals
- c. Geotechnical investigations, calculations, and design of bank stabilization

3. Hydraulic Analysis

- a. Hydraulic analysis and ponding calculations, for flood risk planning and concept level engineering analysis and planning.
- b. Study, sizing, and other hydraulic analysis for stormwater quality improvements and enclosed and channelized onsite drainage

4. Environmental Restoration & NEPA Studies

- a. Obtain information relating to habitat restoration opportunities and NEPA processes and requirements in planning for the future project, including but not limited to:
 - i. Habitat restoration analyses & alternatives
 - ii. Archeological Importance
 - iii. Historical Significance
 - iv. Displacements
 - v. Social / Economic / Environmental justice impacts
 - vi. Threatened and Endangered Species Determination
 - vii. Farmland Impacts
 - viii. Wetlands Studies / Impacts
 - ix. Water Quality Impacts
 - x. Floodplain Impacts
 - xi. Air Quality Impacts
 - xii. Noise Impacts
 - xiii. Cultural Resources
 - xiv. Section 4(f)/6(f) Land determination
 - xv. Hazardous Waste
 - xvi. Geological Resources

5. Operations and Maintenance

- a. Assistance identifying and documenting Operations & Maintenance requirements to support planning for the water quality basin improvements

6. Conceptual Plans for Implementation

- a. Conceptual plan preparation combining efforts of scope items 1-6

7. Public Outreach and Coordination

- a. Public Outreach and coordination for water quality basin improvements
- b. Coordination with utility companies impacted by plan

8. Deliverables and Documentation

- a. Delivery of a topographic, utility, and boundary survey of the Bangert Island Riverfront Transformation Project Area

- b. Delivery of a geotechnical report detailing soil conditions, recommendations, bank stabilization recommendations and calculations, hydromorphological recommendations, and other relevant items relating to the removal and disposal of channel deposition.
- c. Delivery of a Hydraulic Report, including report of onsite enclosed drainage, channel improvements, and other hydraulic related calculations.
- d. Delivery of Environmental restoration and NEPA requirements reports, calculations, and recommendations, including alternatives & habitat delineation and other items mentioned in Task 4.
- e. Delivery of a recommended Operations and Maintenance requirements and consideration report for basin improvements
- f. Attendance of public meetings and coordination with impacted utility companies
- g. Production and delivery of side basin restoration / remediation conceptual plans Planning Report with recommendation for overall plan w/ components
- h. Transmittal should include electronic files(pdf and CAD)

9. Plan Formulation & Evaluation for Concept Plans

Comparison and evaluation of concept plans, screening and recommendation of plans, and documentation of this effort along with recommendation including all meetings, briefings and associated documentation.

10. Project Management, Administration, and Quality Assurance

Project oversight and coordination, administration, budget management and reporting, as well as engineering, biological, planning, writing, document format and other related quality assurance.

COORDINATION, REPORTING, AND SCHEDULE: A kick off meeting will be scheduled with the City of Saint Charles, Missouri and the US Army Corps of Engineers following signing of this agreement. The purpose of the meeting will be to establish key contracts and lines of communication, review scope of services, identify critical path of schedule, and achieve consensus of the goals of the study.

The City of Saint Charles would like to be involved in regular calls or project updates with the project team (consisting of the US Army Corps of Engineers staff and hired Private Consultants).

BUDGET ESTIMATES: As required by Federal law, a non-Federal Sponsor must bear an equal share of the study cost. The total cost of the study will not be increased without the mutual approval of the Sponsor and the Corps. The budget estimates for these tasks within the study are estimates subject to further adjustment after development of detailed labor and architect-engineer contract cost requirements pursuant to the agreement. The study cost estimate is shown in Appendix B.

	APPENDIX B	
	COST ESTIMATE	
	FOR	
	DEVELOPMENT OF A COMPREHENSIVE PLAN FOR BANGERT ISLAND	
	FLOOD RISK & RIVERFRONT TRANSFORMATION PROJECT	
	TASKS	COST
1	TOPOGRAPHIC AND BOUNDARY SURVEY	\$50,000
2	GEOTECHNICAL INVESTIGATION TO SUPPORT CONCEPT PLANS	\$250,000
3	HYDRAULIC ANALYSIS FOR FLOOD RISK MGT & CONCEPT PLANS	\$350,000
4	ENVIRONMENTAL RESTORATION & NEPA STUDIES	\$350,000
5	OPERATIONS AND MAINTENANCE PLANNING	\$50,000
6	CONCEPTUAL PLANS	\$300,000
7	PUBLIC OUTREACH AND COORDINATION	\$50,000
8	REPORT DELIVERABLES AND DOCUMENTATION	\$300,000
9	PLAN FORMULATION & EVALUATION FOR CONCEPT PLANS	\$150,000
10	PROJECT MANAGEMENT, ADMINISTRATION & QUALITY ASSURANCE	\$150,000
	TOTAL ESTIMATED PROJECT COSTS	\$2,000,000
	TOTAL ESTIMATED FEDERAL COSTS (50%)	\$1,000,000
	TOTAL ESTIMATED NON-FEDERAL COSTS (50%)	\$1,000,000

Ord. 19-254
city copy

**FUNDING AGREEMENT
MISSOURI DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF ST. CHARLES, MISSOURI**

THIS FUNDING AGREEMENT ("Agreement") is made and entered into by Missouri Department of Natural Resources (hereinafter, "DNR") and the City of St. Charles, Missouri, a constitutional charter city and political subdivision of the State of Missouri, located at 200 N. Second Street, St. Charles, Missouri 63301 (hereinafter, "City") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, DNR is party to an appropriation pursuant to Section 19.130 of the 2019 House Committee Substitute for House Bill 19 ("HCS HB 19") for side channel and bank improvements near an island located in a county with a charter form of government and with more than three hundred thousand but fewer than four hundred fifty thousand inhabitants; and

WHEREAS, pursuant to this appropriation, City is conducting a project for side channel and bank improvements near an island known as Bangert Island, located in St. Charles County, which is a county with a charter form of government and with more than three hundred thousand but fewer than four hundred fifty thousand inhabitants; and

WHEREAS, DNR will make the funds from Section 19.130 available to City so that City can conduct the project for side channel and bank improvements; and

NOW, THEREFORE, for good and valuable consideration the Parties agree as follows:

1. Duties.
 - a. *Duties of City.* City shall perform the following duties:
 - i. Design and construct side channel and bank improvements on ground owned by City adjacent to Bangert Island.
 - ii. Work closely with DNR to provide project updates and progress reports.
 - iii. Submit invoices to DNR for work performed in accordance with Section 19.130 of HCS HB 19 for an amount not to exceed One Million Dollars and No Cents (\$1,000,000.00).
 - b. *Duties of DNR.* DNR shall perform the following duties:
 - i. Provide invoice review and approval for work completed in accordance with HCS HB 19 Section 19.130.
 - ii. Cooperate with City and City's consultant in the completion of the project objectives as defined in HCS HB 19 Section 19.130.
2. Agreement Term. The term of this Agreement begins upon execution by both Parties and

shall remain in effect until DNR has made final payment to City for work on or before June 30, 2020 (the "Term"), unless:

- a. the Term has been extended through mutual written agreement of the Parties, or
- b. this Agreement is terminated.

3. Project Areas & Deliverables.

- a. *Project Areas.* The Project Area is depicted in Exhibit A. The area is commonly referred to as the Riverpointe Project.
- b. *Deliverables.* City is solely responsible for approving all project deliverables and directing the services provided by City's consultant. City shall provide DNR a copy of the summary of improvements completed by the project and invoicing for associated improvements.

4. Funding, Payment, & Invoices.

- a. *Funding.* DNR shall provide City with reimbursement of one hundred percent (100%) of actual costs up to One Million Dollars and No Cents (\$1,000,000.00) for the project.
- b. *Payment.* City shall provide DNR with invoices for actual costs incurred on the project. DNR shall make payment to City no later than thirty (30) calendar days after DNR receives City's invoice. DNR must make all payments due under the terms of this Agreement provided that City completes the work to the requirements of Section 19.130 of HCS HB 19.

5. Ownership and Use of Work Products.

- a. *Definition.* As the term is used in this Agreement, "Work Product(s)" mean(s) each final deliverable that is created by City's consultant(s) or any member of City's consultants' team, when the deliverable is created as part of the Project Services. This definition applies to deliverables in whatever form or format each may be created. The term "created," in addition to its common definition, means the production of Work Products by any method or mechanism.
- b. *Public Interest.* The Work Products for the Project are supported by public funds and are, therefore, dedicated to the public and will be placed into the public domain. Neither party may take any action that may restrict or inhibit the public's right to use the Work Products, except that the Parties may restrict any commercial use of the Work Products.
- c. *Ownership and Use of Work Products.* Each party may use design Work Products without restriction or limitation, except that neither party may use the Work Products for commercial purposes. Acceptable uses include, but are not limited to: support for other similar types of work, publication of other reports or materials, support for academic or other research efforts, and displaying, reproducing, distributing, and permitting other entities (e.g., the Missouri or U.S. Departments of Transportation) to use the Work Products.

6. Modification. DNR or City may, from time to time, request modification of this Agreement, including the amount of funding that DNR will provide to City. Modifications that are mutually agreed upon by the Parties must be effected through written amendments to this Agreement.
7. Remedies & Termination.
- a. *Remedies.* Where a party violates, breaches, or otherwise fails to comply with the terms of this Agreement, the other party, in its sole discretion, may terminate this Agreement, subject to Paragraph 7(b), and, in addition, may institute the appropriate administrative, contractual, legal, or equitable remedies available to that party.
- b. *Termination.*
- i. *DNR's Right of Termination.* DNR may terminate this Agreement for any one or combination of the following reasons:
1. in the event that DNR does not receive funding from anticipated State source(s) for any reason,
 2. in the event that funding is withdrawn by the funding agency(ies) for any reason, or
 3. at any time if City defaults in or breaches any provision or covenant of this Agreement and fails to cure after proper notice is given pursuant to Paragraph 8(b).
- ii. *City's Right of Termination.* City may terminate this Agreement at any time for any one or combination of the following reasons:
1. at any time, with or without cause, upon notice to DNR pursuant to Paragraph 8(b),
 2. in the event that City's funding authorization is revoked by the funding authority for any reason or the funding agreement between City and DNR is rescinded for any reason, or
 3. if DNR defaults in any provision or covenant of this Agreement and fails to cure after proper notice is given pursuant to Paragraph 8(b).
- iii. *Right to Cure.* If a party is alleged to be in default of any provision or covenant of this Agreement by failing to perform the terms of this Agreement, the non-defaulting party must notify the defaulting party in writing of the default. After receipt of the written notice, the defaulting party shall have at least thirty (30) calendar days to cure its default. If the defaulting party fails to cure its default within the thirty (30) day timeframe, or other longer timeframe that may be specified in the written notice, then this Agreement shall immediately terminate.
- iv. *Termination Notice.* Except as specified in Paragraph 8(b), termination will be effected by the terminating party providing the non-terminating party a written notice, in accordance with Paragraph 8. The termination will be

effective on the third business day following the non-terminating party's receipt of the written termination notice. If City receives a termination notice, it shall immediately notify its consultant to stop work and not incur further costs.

- v. *Payments upon Termination.* In the event of a termination, DNR shall pay City for DNR's share of all amounts due for the contract costs incurred by City for the Project Services performed by its consultant that was completed up through the effective date of the termination. Upon termination of this Agreement, City shall not be entitled to payment for any costs incurred by City after the termination effective date.

8. Contact Information & Notices.

a. *Contact Information.*

- i. *DNR's Points of Contact.* DNR's points of contact are as follows:

The point of contact for questions regarding budgeting, invoicing, reporting, this Agreement, and to seek authorization for changes is:

Jennifer Hoggatt, Water Resources Center Director
Missouri Department of Natural Resources
1101 Riverside Drive, PO Box 176
Jefferson City, MO 65102
Email: jennifer.hoggatt@dnr.mo.gov;
Telephone: 573-751-1403

- ii. *City's Points of Contact.* City's point of contact is as follows:

The point of contact for questions regarding invoicing and the scope of services is:

Brad Temme, Director of Engineering
City of St. Charles, Missouri
200 N. Second St.
St. Charles, MO 63301
Email: brad.temme@stcharlescitymo.gov
Telephone: 636-940-4617

b. *Notices.*

- i. Notices required by this Agreement will be deemed given only if given in writing, and delivered to the party's address noted in Paragraph 8(b)(iii) by:
 - 1. hand-delivery,
 - 2. Federal Express ("FedEx"), United Parcel Service ("UPS"), or similar service, or
 - 3. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

- ii. All notices will be effective upon first receipt, unless otherwise specified in this Agreement. "Receipt" means when the notice arrives at one of the address noted in Paragraph 8(b)(iii), as indicated by the first of either one of: the signature of a person employed by or designated by DNR or City, or the delivery date noted on the mail or delivery service tracking receipt, slip, or other tracking document including internet-based or electronic documents (e.g., e-mail or information downloaded from a website).
- iii. The mailing and physical addresses of DNR and City are as follows:

1. DNR:

Jennifer Hoggatt
Water Resources Center Director
Missouri Department of Natural Resources
1101 Riverside Drive, PO Box 176
Jefferson City, MO 65102

2. CITY:

Brad Temme
Director of Engineering
City of St. Charles, Missouri
200 N. Second Street
St. Charles, MO 63301

- c. *Changes to Points of Contact or Addresses.* The Parties shall inform each other of any changes in points of contact and contact information, including the organization's name, address, telephone number, and e-mail. This notice may be given by one or both of an e-mail to the point of contact identified in Paragraph 8(a) or one of the methods noted in Paragraph 8(b).

9. General Terms.

- a. *Assignability.* City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of DNR.
- b. *Governing Law.* This Agreement will be interpreted by and be governed by the laws of the State of Missouri.
- c. *Jurisdiction and Venue.* Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Charles County, Missouri.
- d. *Waiver.* No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement, or of the Parties' right to insist on strict compliance with this Agreement after a waiver is given.
- e. *Agreement Binding on Successors.* Unless otherwise prohibited by this Agreement, this Agreement will be binding upon and will inure to the benefit of the Parties of


this Agreement, their heirs, administrators, and successors.

- f. *Integration.* This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 6.
- g. *No Third Party Beneficiaries.* This Agreement and all of its provisions are solely for the benefit of DNR and City, and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third party or entity.
- h. *Survival of Terms.* All provisions of this Agreement which by their nature should survive termination or expiration of this Agreement will survive, including but not limited to: provisions regarding funding, payments, and ownership of documents.
- i. *Severability.* In the event that any of the terms or provisions of this Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of this Agreement will remain in full force and effect and will not be affected by the declaration.

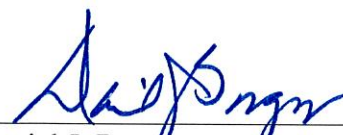
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their respective authorized officials and on the dates specified below:

Missouri Department of Natural Resources

 12-3-19
Carol S. Comer Date
Director, Missouri Department of Natural
Resources

City of St. Charles, Missouri

 11-20-19
Daniel J. Borgmeyer Date
Mayor, City of St. Charles, Missouri

Attest: 
City Clerk 

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.



Director of Finance 10/30/19 Date