

**CITY OF TOWN AND COUNTRY  
RESOLUTION NO. R03-2016**

**A RESOLUTION AUTHORIZING THE APPLICATION FOR A TRANSPORTATION  
IMPROVEMENTS PROGRAM GRANT FOR TOPPING ROAD RESURFACING  
AND PEDESTRIAN ENHANCEMENTS - PHASE I**

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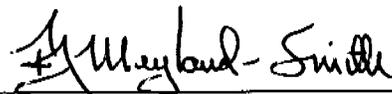
**WHEREAS**, the Board of Aldermen of the City of Town and Country deems it necessary to provide quality infrastructure to serve its citizens as well as those in the metropolitan area; and

**WHEREAS**, the Moving Ahead for Progress in the 21st Century Act (MAP-21) which is administered by the Federal Highway Administration has these same goals.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TOWN & COUNTRY, AS FOLLOWS:**

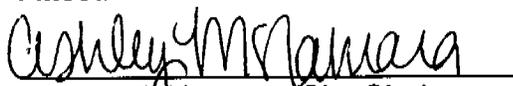
1. That an application be made to the East-West Gateway Council of Governments for the majority of the costs for the Topping Road Resurfacing and Pedestrian Enhancements Project - Phase I (60% of the costs, not to exceed more than \$977,200.69), reimbursable upon completion by the City.
2. That if awarded, the City agrees to provide up to a 40% (\$651,467.13) funding match for the project.
3. That the attached application, as may be amended and finalized by City staff, be submitted prior to the March 3, 2016 application deadline.
4. That the Mayor, Finance Director and Director of Public Works are authorized to execute the necessary documents and shall forward the project grant application to the East-West Gateway Council of Governments.
5. That the refundable fee of \$4,886.00 for said application be authorized.
6. That if a grant is awarded, the City of Town and Country will enter into an agreement or contract with the appropriate parties regarding said grant.

PASSED and APPROVED this 8<sup>th</sup> day of February, 2016.



\_\_\_\_\_  
Fred Meyland-Smith  
Temporary Acting President  
City of Town and Country

Attest:

  
\_\_\_\_\_  
Ashley McNamara, City Clerk

Grantee: Town and Country  
Funding Cycle: Planning – 2016  
Grant Amount: \$6,400

## MUNICIPAL PARK GRANT COMMISSION

### GRANT AGREEMENT (PLANNING GRANT)

This Grant Agreement is entered into this 31<sup>st</sup> day of January, 2016, by and between the Municipal Park Grant Commission, hereinafter referred to as “Commission” and the City of Town and Country, Missouri, hereinafter referred to as “Grantee” and is subject to the following terms and conditions.

#### 1. Statement of Work

(a) The purpose of this grant is to update its Trail Master Plan to reflect completed trails, reassess identified trails and add additional trails.

Grantee agrees to accomplish the project scope (the “Project”) in conjunction with the consultant as set forth below in accordance with the Grantee’s application:

1. Conduct project scoping/kick-off meeting to generate concepts, inventory site/facility components, and determine site/facility need.
2. Create preliminary design(s) considering previous public comment and present it at a meeting.
3. Refine the specific design(s) considering previous public comments and present it at a meeting.
4. Update the Trail Master Plan that considers previous public comment, includes estimated dimensions and a cost estimate.
5. At least two of the above mentioned meetings must be advertised and open to the public for comment and input. Minutes for these meetings must be submitted with the reimbursement request.

In addition, Grantee agrees to pay at least twenty percent (20%) toward the cost of the above-stated work and all costs which are over and above the amount of the grant necessary to complete the work.

Only those costs expressly approved by the Commission and specifically set forth in the project scope shall be reimbursed to the Grantee. No reimbursement shall be made to Grantee for consultant costs incurred prior to the execution of this Agreement except for specific costs as approved by the Commission.

(b) The term of this Agreement shall be from the effective date of this Agreement (as defined in Section 24 of this Agreement) until **January 31, 2017**, unless sooner terminated as provided herein.

(c) Grantee shall provide interim status reports as requested by the Commission, for the work to be performed under this contract on forms required by the Commission; those forms are attached hereto as **Exhibit A** and incorporated herein as if fully set forth. The Commission reserves the right to modify status reports required to be delivered by the Grantee at any time during the term of this Agreement.

(d) The final report shall be due within fifteen days of the completion of the Project. The final report may be included in the submission attached hereto as Exhibit B and shall include the following:

1. Date the Project was completed;
2. Final budget for the Project, including a description of the portion of the Project funded by the Grant and a description of the other portions of the Project completed by funds other than the Grant;
3. Any Master Plan or other planning documents developed and report of the public meetings; and
4. An evaluation of the Project results and benefits, including how the original expectations were met.

## 2. Representations of Grantee

The Grantee represents and warrants to the Commission as follows:

(a) *Organization and Authority.* The Grantee (1) is a municipal corporation located in St. Louis County and existing pursuant to the laws of the State of Missouri, and (2) the persons executing this Agreement on behalf of the Grantee have the power and authority to execute this Agreement on behalf of the Grantee, to develop the Project as described in Section 1 of this Agreement and to execute and deliver any documents required to be executed and delivered by it in connection with this Agreement and to carry out its obligations hereunder and thereunder.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of any agreement to which the Grantee is a party or by which it or any of its property is bound, or any of the rules or regulations applicable to the Grantee or its property of any court or other governmental body.

(c) *Full Disclosure.* The information provided to the Commission related to the Project does not contain any untrue or misleading statement of a material fact or omit to state a material fact. There is no fact which the Grantee has not disclosed to the Commission in writing which materially affects adversely or, so far as the Grantee can now foresee, will materially affect adversely the financial condition of the Grantee, its ability to own and operate its properties or its ability to fulfill its obligations under this Agreement.

(d) *Environmental Laws.* The Grantee is, to the best of its knowledge, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws"); the Grantee has received no notice of any alleged violation of any Environmental Laws; and the Grantee will continue to comply, in all material respects, with all Environmental Laws.

## 3. Payment

Commission agrees to grant to Grantee an amount not to exceed Eighty Percent (80%) of the cost of the work or an amount not to exceed the sum of \$6,400.00, whichever amount is less, for accomplishment of the work related to the Project (described in Section 1(a) above). If there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology.

The Commission shall make disbursements of the grant to the Grantee, and the Grantee shall receive such proceeds from the Commission, for the purposes and upon the terms and conditions provided in this Agreement.

Reimbursement for Project costs will be made upon final completion of the Project as outlined in

the Scope of Work. Reimbursement funds will only be disbursed upon presentation of a written request by the Grantee on a form approved by the Commission and following an inspection of the Project.

A disbursement request form is attached hereto as Exhibit B; however, the Commission may make any changes to the request form it deems advisable during the term of this Agreement. All request forms shall be accompanied by supporting documents to evidence the expenditure related to the development of the Project, a summary of completed activities for which grant funds are requested, and a certification by the Grantee that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

As a condition of disbursement, Grantee shall produce such documents as requested by the Commission and/or shall make its governing body and consultants available for an interview about the planning process utilized by the Grantee.

#### **4. Completion of the Project**

(a) The Grantee shall cause the Project to be diligently and continuously pursued and to be completed with reasonable dispatch, but in no event later than the date listed in Section 1(b).

(b) The Grantee agrees that if the Project cost estimate is exceeded for any reason and the amount of the grant is not sufficient to complete the Project, Grantee will provide, from its own funds, all moneys necessary to complete the Project substantially in accordance with the Grantee's application for the grant related to the Project.

(c) The Grantee understands that if the Project described in this Agreement is completed for an amount less than that approved by Commission, then the Grant amount may be reduced accordingly.

(d) The Grantee may make, authorize or permit such changes or amendments in the Project as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment shall be made to the Project that would cause a material change in the cost, scope, nature, or function of the Project, unless the Grantee shall have obtained the prior written consent of the Commission. Grantee agrees to provide all funding for all such changes and amendments.

#### **5. Professional Services**

Grantee warrants that it has engaged professional services for purposes of planning and design in accordance with Grantee's ordinances and state law pertaining to the procurement of professional services.

#### **6. Records**

The Grantee shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Grantee and the Project in accordance with generally accepted accounting principles.

The Grantee shall at any and all reasonable times, upon the written request of the Commission and at the expense of the Grantee, permit the Commission by its representatives to enter and inspect or audit the properties, books of account, records, reports and other papers of the Grantee relating to the Project, except personnel records, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Grantee shall furnish to the Commission any and all information as the Commission may reasonably request, and at the expense of the Grantee, including such statistical and other operating information requested on a periodic basis, in order to enable the Commission to make any reports required by law or governmental regulations and to determine whether the covenants, terms and provisions of this Agreement have been complied with by the Grantee.

**7. Authority to Contract**

The Grantee shall not have the authority to contract for, or on behalf of, or incur obligations on behalf of the Commission. However, the Grantee may contract with qualified providers of services, provided that any such contract shall acknowledge the binding nature of this Agreement, and incorporate this Agreement, together with its attachments. The Grantee agrees to be solely responsible for the performance of any contractor.

**8. Compliance with Laws and Regulations**

The Grantee shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and to observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the development of the Project, including without limitation environmental laws, orders or regulations.

**9. Licenses and Permits**

The Grantee shall procure and maintain all licenses and permits necessary or desirable in the operation of its business and affairs and the development of the Project.

**10. Indemnity**

The Grantee shall indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against all loss, liability, damage or expense arising out of the execution of this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project. The Grantee shall also indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the Commission or its directors, officers, employees or agents by reason of any such claim or demand, the Grantee, upon notice from the Commission, covenants to resist and defend such action or proceeding on demand of the Commission or its directors, officers, employees or agents. The Grantee shall also indemnify and hold harmless the Commission from and against, all costs, expenses and charges, including reasonable counsel fees, incurred after default of the Grantee in enforcing any covenant or agreement of the Grantee contained in this Agreement.

**11. Events Constituting Default**

The term "**event of default**" wherever used in this Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default of any covenant or agreement of the Grantee in this Agreement, and continuance of such default or breach for a period of **30** days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and

complete the same with due diligence and dispatch; or

(b) any representation or warranty made by the Grantee in this Agreement or in any written statement or certificate furnished to the Commission proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 30 days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Grantee, or adjudging the Grantee as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Grantee under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Grantee or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of 90 consecutive days; or

(d) the commencement by the Grantee of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Grantee or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Grantee in furtherance of any such action.

## **12. Exercise of Remedies by the Commission Upon Default**

Upon the occurrence and continuance of any event of default under this Agreement, unless the same is waived as provided in this Agreement, the Commission shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) *Right to Bring Suit, Etc.* The Commission may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to realize on or to foreclose any of its interests or liens under this Agreement, to enforce and compel the performance of the duties and obligations of the Grantee as set forth in this Agreement and to enforce or preserve any other rights or interests of the Commission under this Agreement existing at law or in equity.

(b) *Termination of Disbursements.* To terminate the obligation to disburse any further proceeds of the grant and to require the Grantee to repay moneys advanced prior to the date of receipt of notice of termination from the Commission, together with interest at the statutory rate as of the termination of the obligation to make disbursements, plus one percent.

If the Grantee should default under any of the provisions hereof, and the Commission shall employ attorneys or incur other expenses for the enforcement or performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Commission the reasonable fees of such attorneys and such other expenses so incurred.

## **13. Rights and Remedies Cumulative**

No right or remedy herein conferred upon or reserved by the Commission is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**14. Termination / Return of Grant Funds**

Upon the occurrence, and continuance after the appropriate notice period as set forth in this Agreement, of any event of default under this Agreement, this Agreement shall automatically terminate.

Upon the termination of the Agreement by virtue of the expiration of the term of the Agreement, an event of default, or for any other reason, all grant funds which have been given to the Grantee for the Project shall be returned to the Commission immediately upon termination of the Agreement.

**15. Nondiscrimination**

Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

**16. Compliance with Americans with Disabilities Act**

Grantee agrees to comply with the Americans with Disabilities Act (ADA) in that no person shall on the grounds of a disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this program.

**17. Applicable Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**18. Captions**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

**19. Amendments**

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

**20. Notices**

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Commission:

Municipal Park Grant Commission  
C/O St. Louis County Municipal League

121 S. Meramec Avenue  
Clayton, Missouri 63105

Grantee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Successors to Interest**

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**22. Severability**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction, to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**23. Waiver**

The failure of the Commission to enforce any provisions of this Agreement shall not constitute a waiver by the Commission of that or any other provision.

**24. Effective Date of Agreement**

The effective date of this Agreement shall be the date that the last party executes this Agreement.

**25. Entire Agreement**

This Agreement constitutes the entire agreement between the parties. Exhibits A and B are attached hereto and incorporated herein as if fully set forth. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representation, oral or written, not specified herein regarding this Agreement. Grantee, by the signature below of its authorized representative, hereby acknowledged that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date entered above.

COMMISSION:

J M Brasfield  
By:

ATTEST:

By (Commission Secretary):

STATE OF MISSOURI       )  
  ) SS  
COUNTY OF ST. LOUIS    )

Now on this 26th day of January, 2016, appeared before me \_\_\_\_\_  
Jama Brasfield who stated that he/she/they is/are the \_\_\_\_\_  
Chairman for the Municipal Park Grant

Commission, and that he/she/they executed this Agreement on behalf of the Commission, by authority of its governing body and that this Agreement is the free act and deed of the Commission.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

Stephen O. Ables  
Notary Public

My commission expires:

STEPHEN O. ABLES  
Notary Public - Notary Seal  
State of Missouri  
St. Louis County  
Commission #14492383  
My Commission Expires June 17, 2018



**EXHIBIT A**

Date: \_\_\_\_\_ Municipality: \_\_\_\_\_ Round: \_\_\_\_\_

**Municipal Parks Grant Commission  
GRANTEE STATUS REPORT**

As specified in the agreement with the Commission, please complete the information below.

1. Briefly describe your actions to implement the project described in the agreement, such as public meetings held; documents produced by consultant; plan developed.
  
2. List factors that are delaying the project and actions taken to remedy the delays.
  
3. Up date the schedule for the project or program estimating the key dates, including the estimated completion date for the items funded with the grant.
  
4. List any unusual circumstances that may interfere with the completion of any of the project or program elements. Indicate if some or all of the grant funds awarded are unlikely to be used.

Signature \_\_\_\_\_

Print Name:

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

**EXHIBIT B**

**GRANTEE REIMBURSEMENT REQUEST – MUNICIPAL PARKS GRANT COMMISSION**

[Requirements for reimbursement are set forth in the Grant Agreement].

Date: \_\_\_\_\_ Municipality: \_\_\_\_\_ Round: \_\_\_\_\_

This reimbursement request is for: \$ \_\_\_\_\_.

Please fill out the following:

1. Date the Project (or portion subject to this request) was completed:  
\_\_\_\_\_
2. Estimated amount provided by the City or others: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. An evaluation of the Project results and benefits, including how the original expectations were met that may be used in the Commission's Annual Report.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPLETE THE WORKSHEET ON NEXT PAGE**

Attach the following supporting documents to show expenditures related to the Project.

- Page 2 of this Exhibit (Use paid invoices. AIA forms are not allowed without Commission approval.)
- Paid invoices
- Cancelled checks (both sides) written by the City (your bank may fax these to you)
- Plan Documents [digital pictures may be sent via e-mail to: [staff@stlmuni.org](mailto:staff@stlmuni.org)]
- Other information that may be helpful: (minutes of public meetings) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sign Here: \_\_\_\_\_

Print Name and Title Here: \_\_\_\_\_

(Revised: July 1, 2004)

**PROJECT SCOPE ITEMS AND INFORMATION FOR REVIEW AND INSPECTION**

Application			Agreement		Built	
No.	Item Description	Cost Est. \$	Item Description	Agreement \$	Item Description	Ir
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Attach actual invoices and cancelled checks for each line item above after completing this form.**

(Revised July 1, 2004)