

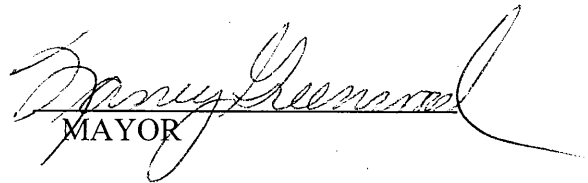
**RESOLUTION NO. 231**

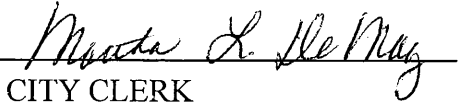
**Sycamore Drive Improvement**

**WHEREAS**, the City of Chesterfield and WJ Byrne Builders, Inc. have reached an agreement relative to the shared expense for the improvement of Sycamore Drive in the vicinity of Twin Estates at Meadowbrook subdivision.

**NOW THEREFORE BE IT RESOLVED** that the City Administrator is authorized to enter into the agreement with WJ Byrne Builders, Inc. in accordance with the Agreement marked Exhibit "A" and attached hereto as if fully set out herein.

Adopted this 15<sup>TH</sup> day of DECEMBER 1997.

  
MAYOR

  
CITY CLERK

## REIMBURSEMENT AGREEMENT

**COMES NOW** the City of Chesterfield, hereinafter referred to as "City" and W.J. Byrne Builders, Inc. hereinafter referred to as "Developer" and memorialize their discussions and agreements as follows:

**WHEREAS**, City is responsible for certain maintenance of Sycamore Drive; and,

**WHEREAS**, Developer is responsible for certain improvements to Sycamore Drive in the vicinity of the Twin Estates at Meadowbrook subdivision; and,

**WHEREAS**, the City, through monies made available as a result of the passage of Propositions R & S, has certain monies that are available for street and highway improvements; and,

**WHEREAS**, the City and Developer have reached an agreement with regards to the reimbursement of Developer by City for a portion of the funds for said improvements.

**NOW THEREFORE**, in consideration of the matters as set forth above, the parties agree as follows:

1. City agrees to reimburse Developer for expenses related to the improvement of Sycamore Drive as shown and depicted on the plans which have been approved by the Department of Public Works, a copy of which is attached hereto and made a part hereof as Exhibit "1".

2. Said reimbursement amount shall be an amount as established by either the standard unit escrow price based upon units completed or the actual cost to Developer, whichever is less, but not to exceed a total of \$28,531.50.

3. Said reimbursement is conditioned upon Developer complying with and agreeing to be bound by the provisions of Missouri law pertaining to the payment of wages on Public Works projects contained in Sections 290.210 through 290.580 R.S.Mo. 1993, and any amendments thereto.

4. Said reimbursements are conditioned upon the satisfactory completion of all improvements in accordance with the construction approved by the City of Chesterfield Department of Public Works.

5. Reimbursements are to be made upon the submittal of paid invoices for construction and related expenses for the section of road construction delivered to the City of Chesterfield and an affidavit stating that Developer has fully complied with the prevailing wage law.

6. Reimbursements are to be made solely from funds available through the bond proceeds of Propositions R & S for capital street reconstruction and improvements and shall only be made available as such funds are available from said bond.

7. This Agreement is binding upon and shall adhere to the benefits of the heirs, executors, administrators, and assigns of the parties. Developer may not assign without written approval of the City of Chesterfield.

8. This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

CITY OF CHESTERFIELD

BY: \_\_\_\_\_

Michael G. Herring  
City Administrator

DATED: \_\_\_\_\_

WJ BYRNE BUILDERS, INC.

BY: \_\_\_\_\_

Name:  
Title:

DATED: \_\_\_\_\_