

**INTERSTATE 70 CORRIDOR
ENHANCEMENT DONATION AGREEMENT**

This agreement is entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a constitutional charter city (“Columbia” or “City”), and _____ (the “Participant”). The parties agree as follows:

1. Background. The Missouri Highways and Transportation Commission (hereinafter “MHTC” or “MoDOT”) is undertaking a series of projects to reconstruct the Interstate 70 corridor, the first of which projects within the City includes the Interstate 70 and US Highway 63 interchange and surrounding areas (“Reconstruction Project”). MHTC is using the design-build process for the design and construction of these improvements and therefore the exact design elements that will be incorporated into the Reconstruction Project are not known at the start of the project. MHTC is willing to include both landscaping and hardscape enhancements and gateway beautification features as part of the Reconstruction Project (“Enhancements”), provided the cost of such Enhancements is funded by local participants.

Columbia and the Participant recognize their interest in incorporating Enhancements into the Reconstruction Project. In an effort to secure the incorporation of Enhancements into the Reconstruction Project, a restricted I-70 Enhancement Fund is being established at the City (the “Fund”). The Fund will be utilized by Columbia to support local financial participation in the Enhancements to the Reconstruction Project.

2. Donation. For the purpose of providing financial support to support the Reconstruction Project Enhancements, Participant hereby agrees to donate \$_____ to the Fund, said donation to be paid to the Fund no later than thirty (30) days following execution of this agreement. The donation is restricted to be used on Enhancements to the Reconstruction Project.

3. Payment of Funds. Columbia shall use the Fund solely for payments to MHTC for MHTC’s expenses related to the Enhancements for the Reconstruction Project. If Columbia fails to enter into a Cost Apportionment Agreement with MHTC for the Enhancements by June 30, 2025, Participant may request that Columbia return the funds contributed by Participant hereunder or may opt to keep their funds in the Fund for an additional six-month period. Failure to provide written notice by Participant of the election to have the funds returned shall result in the funds remaining in the Fund for an additional six-month period.

4. Excess Funds. Any funds remaining at the completion of the Reconstruction Project shall be dispersed pro rata to all of the parties donating to the Fund. It is

understood the MHTC Reconstruction Project at I-70 and US Highway 63 may take multiple years to complete and there may be additional I-70 reconstruction projects to which Participant may elect to apply any remaining funds. In such event the parties may enter into an agreement extending the terms of this Agreement to apply to additional projects.

5. Benefit of Parties. This Agreement is for the sole benefit of Columbia and Participant. Nothing in this agreement is intended to confer any rights or remedies on any other person.

6. Authority of Signatories. The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.

7. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

PARTICIPANT: _____ (NAME)

By: _____

Printed Name: _____

Title: _____