

BILL NO. 2585

ORDINANCE NO. 2403

ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN ST. LOUIS COUNTY, THE CITY OF MARYLAND HEIGHTS AND THE CITY OF CHESTERFIELD REGARDING THE PLANNING AND DESIGN OF THE EXTENSION OF ROUTE 141

WHEREAS, the City of Chesterfield has long desired to extend Route 141 within the City of Chesterfield; and

WHEREAS, the City of Chesterfield has been asked to enter into an Intergovernmental Cooperation Agreement with St. Louis County and the City of Maryland Heights to provide for the planning and design of an extension of Route 141.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby authorizes the City Administrator to enter into an Intergovernmental Cooperation Agreement in a form similar to the Intergovernmental Cooperation Agreement marked "Exhibit A" attached hereto and made a part hereof relative to the planning and design of an extension of Route 141.

Section 2. The City of Chesterfield's \$ 175,000.00 one-third portion of the cost of this project is to be paid from Fund Reserves.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 19th day of NOVEMBER, 2007.

Approved
[Signature] 11/20/07
MAYOR

ATTEST:

[Signature]
CITY CLERK

[Signature]
ACTING MAYOR
PRESIDENT PRO-TEM

FIRST READING HELD: 11/5/07

MEMORANDUM



DATE: October 8, 2007
TO: Mike Herring, CA
FROM: Mike Geisel ^{MG} DP& PW
RE: ROUTE 141

As you are aware, the City of Chesterfield has been actively cooperating with St. Louis County and the City of Maryland Heights to promote and encourage the extension of Route 141 north of Olive Boulevard (Route 340) to connect to the Maryland Heights Expressway, effectively connecting Jefferson County to Hazelwood with a continuous State Route 141. It should, also, be noted that this segment of Route 141 is completely within the City of Chesterfield, but both St. Louis County and the City of Maryland Heights recognize the significance of this road segment.

Attached is a draft intergovernmental agreement between Chesterfield, Maryland Heights, and St. Louis County. This agreement provides for funding of the environmental engineering in three equal shares of \$175,000. This agreement has been reviewed by the Department of Planning and Public Works, as well as City Attorney, Rob Heggie. Accordingly, I recommend that the attached agreement be forwarded to City Council for consideration. If acceptable, City Council should authorize you to execute the agreement and to authorize funding from Fund Reserves.

If you have any questions or require additional information, please advise.

MOG:ck

Attachment

Cc: Rob Heggie, City Attorney

PS 10/24
FAX → Rob Heggie
I need a RESOLUTION
or ORDINANCE authorizing me
to sign this agreement -
TY!
JGM

INTERGOVERNMENTAL COOPERATION AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT to support the environmental assessment of extending the terminus of the Maryland Heights Expressway to Olive Boulevard ("Agreement") is made and entered into as of this ___ day of _____, 2007, by and between **ST. LOUIS COUNTY, MISSOURI**, a political subdivision of the State of Missouri (hereinafter "COUNTY"), and the **CITY OF CHESTERFIELD** and the **CITY OF MARYLAND HEIGHTS** (hereinafter "CITIES").

WITNESSETH:

WHEREAS, COUNTY has completed a feasibility study to make a connection from the termination of the Maryland Heights Expressway Extension (MHE) project to Olive Boulevard (hereafter the "PROJECT"); and

WHEREAS, CITIES have agreed to partner with COUNTY to assure that sufficient and timely environmental assessment services (NEPA) are done to secure an official FHWA finding to allow for the design, right of way acquisition and construction of the PROJECT; and

WHEREAS, CITIES will benefit by the PROJECT and are desirous of participating with COUNTY in matters of cooperation and coordination including funding of the PROJECT; and

WHEREAS, this Agreement was authorized by COUNTY Ordinance No. _____, and by municipal ordinance or resolution of each of the individual CITIES

NOW, THEREFORE, in consideration of the premises, and the covenants and promises herein, the parties agree as follows:

ARTICLE I – PROJECT OVERVIEW

As of the date of this Agreement, travel between Olive Boulevard and Page Avenue occurs over Creve Coeur Mill Road which is a 2-lane roadway built prior to WWII. It is 22' wide, has no shoulders, and carries approximately 6,600 cars a day. It has a horizontal and vertical alignment that does not meet current design standards for arterial roadways, and has multiple points of access which when combined with poor alignment, present an accident potential.

This PROJECT would involve providing a connection from the termination of the MHE to Olive Boulevard (Route 340). The connection would be a link that compliments the region's current infrastructure network and serves to complete the "outer loop" providing a roadway that extends from I-55 in Jefferson County to Hwy 370 in the Earth City Area. It would be an attractive alternative to the I-270 loop, which is heavily traveled and congested, and it would promote increased mobility and economic vitality to St. Louis County. The connection would address expected future traffic, mobility, access and regional development needs. It would lie predominantly in the City of Chesterfield, Missouri, but have its northern terminus in the City of Maryland Heights.

ARTICLE II – ENVIRONMENTAL ASSESSEMENT

A. COUNTY RESPONSIBILITIES. Within a reasonable time, COUNTY shall perform the following functions during the environmental phase of the PROJECT:

1. COUNTY will contract for environmental services to fulfill NEPA document requirements. The environmental assessment will define connection alternatives, alternative screening, environmental planning, preparation of the location study and NEPA document, and community involvement. The NEPA document, location study and all subsequent work will be prepared in accordance with all applicable local, state and federal guidelines and requirements.
2. COUNTY will perform contract management and coordination activities to ensure that the professional services consultant contract is being executed efficiently and in accordance with project schedules and budgets.
3. COUNTY will perform a detailed Traffic Study. The study will highlight analysis time periods, traffic volume and roadway information, trip generation, existing and proposed land use, trip distribution and assignment, expected levels of service, intersection or access traffic control device requirements, required geometrics at intersections, storage, and similar issues. Worksheets or electronic files of the analysis will be prepared using Synchro, HCM, VISSIM/VISSUM and other applicable traffic modeling and traffic engineering tools.
4. COUNTY will conduct regularly scheduled meetings with the consultant to discuss PROJECT related issues and monitor progress of the consultant's work.

B. CITIES RESPONSIBILITY. Within a reasonable time, CITIES shall perform the following functions during the environmental phase of the PROJECT:

1. CITIES will cooperate with COUNTY on tasks as follows:
 - i. project scoping and coordination of the environmental services work
 - ii. providing review and comment on PROJECT work product including the traffic study, location study and environmental assessment documentation as needed/required
 - iii. aiding in the establishment of a clear understanding of the previous work performed in evaluating the potential impacts of the connection between MHE and Olive Boulevard
 - iv. providing concurrence on the need for additional work and/or studies
 - v. providing input at PROJECT meetings and on PROJECT work product
 - vi. participating in a public informational meeting and separate public hearing for the PROJECT.

ARTICLE III – DOCUMENTS AND MATERIALS

A. COUNTY'S DOCUMENTS AND MATERIALS. COUNTY shall furnish to CITIES the following documents and materials in a timely manner as CITIES request them:

1. A copy of the consultant contract for environmental services

2. A copy of the Purpose and Need for the PROJECT
3. A copy of the draft and final versions of the Traffic Study, Environmental Assessment, and the Location Study
4. A copy of PROJECT meeting minutes

ARTICLE IV – PROJECT FUNDING

- A. As part of this Agreement, the allocation of cost of all work associated with the PROJECT for environmental services will be as follows:
1. COUNTY will contribute \$175,000 in support of the consultant contract for environmental services.
 2. Within twenty (20) days of request by COUNTY, CITIES shall each pay to COUNTY a sum of \$175,000 each in support of the professional services consultant contract for environmental services.
 3. COUNTY will request and may receive contributions from other Stakeholders in support of the professional services consultant contract for environmental services. If in the event COUNTY receives additional contribution to offset the cost of the professional services consultant contract, COUNTY will disperse two-thirds of the contributions which are in excess of the contract cost back to the CITIES to be equally split amongst them. COUNTY will keep one-third of the contributions which are in excess of the contract cost for itself.
 4. In the event project requirements result in the need to reevaluate the professional services consultant contract, any proposed change orders or addendums to said contract will be discussed and agreed upon between COUNTY and CITIES. Any resulting increases in the contract fee will be split equally amongst COUNTY and CITIES. CITIES will pay their portion to COUNTY upon COUNTY request for payment.

ARTICLE V – GENERAL PROVISIONS

- A. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if and when received if personally delivered, on the day sent if delivered via facsimile (with a confirmation copy of such facsimile sent by U.S. mail or overnight courier as provided herein), on the first business day after being deposited with a nationally recognized overnight courier service (such as Federal Express, UPS), prepaid, specifying next-day delivery, and addressed to the party at its address set forth below, or on the second business day after being deposited in the United States registered or certified mail, postage prepaid, and addressed to the party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith, and in all events with respect to any notice to COUNTY given in any manner, with a copy sent via email to the email addresses specified below:

If to CHESTERFIELD

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attn: City Administrator

with a copy to:

Attorney Robert Heggie
222 South Central Ave., Suite 900
St. Louis, Missouri 63105

If to MARYLAND HEIGHTS

City of Maryland Heights
212 Millwell Drive
Maryland Heights, Missouri 63043
Attn: City Administrator

with a copy to:

Attorney Howard Paperner
9322 Manchester Road
St. Louis, Missouri 63119

If to ST. LOUIS COUNTY:

St. Louis County Department of
Highways and Traffic
121 S. Meramec
St. Louis, Missouri 63105
Attn: Stephanie Leon Streeter

and to

St. Louis County Department of
Highways and Traffic
121 S. Meramec
St. Louis, Missouri 63105
Attn: Rich Beckman

with copies via email to:

Stephanie Leon Streeter at
sleonstreeter@stlouisco.com

and to

Rich Beckman at
rbeckman@stlouisco.com

- B. Compliance with Law. CITIES and COUNTY shall comply with all federal, state and local laws, ordinances and regulations applicable to the work being performed under this Agreement.
- C. Time of the Essence. Time is of the essence in the performance of work and services under this Agreement.
- D. Choice of Law. This Agreement shall be governed by the laws of the State of Missouri and any suit brought regarding the enforceability of this Agreement shall be filed in the Twenty-First Judicial Circuit, State of Missouri.
- E. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto. All amendments or modifications shall be mutually agreed to in writing by both parties.
- F. Severability of Provisions. If any provision of this Agreement is deemed by a court of last resort to be invalid, illegal, or unenforceable, the provision shall be deemed deleted herein without impairing the validity, legality, or unenforceability of the remaining provisions hereof, which shall remain valid and be construed to conform to the intent of the parties.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank. Signatures appear on following page.]

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

ATTEST:

CITY OF CHESTERFIELD

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

ATTEST:

CITY OF MARYLAND HEIGHTS

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

ATTEST:

ST. LOUIS COUNTY, MISSOURI

By: _____
Printed Name:
Title: Deputy County Clerk

By: _____
Printed Name: Charlie A. Dooley
Title: County Executive

APPROVED AS TO LEGAL FORM:

ST. LOUIS COUNTY DEPARTMENT
OF HIGHWAYS AND TRAFFIC

By: _____
Title: County Counselor
APPROVED:

By: _____
Printed Name: Garry W. Earls, P.E.
Title: Director

I hereby certify that unencumbered balances sufficient to pay St. Louis County's portion of the contract sum remain in the appropriation accounts against which our obligation is to be charged.

By _____
Title: Accounting Officer