

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH SAINT LOUIS COUNTY AND CITY OF RICHMOND HEIGHTS, OUTLINING THE PROJECT RESPONSIBILITIES, EXECUTION, AND REIMBURSEMENT DETAILS FOR MCKNIGHT ROAD SIDEWALK, SIGNAL AND RESURFACING PROJECT WITHIN THE CITY OF RICHMOND HEIGHTS, MISSOURI.

WHEREAS, St. Louis County will receive Transportation Improvement Program (TIP), Surface Transportation Program (STP) Funding to resurface McKnight Road from just south of Lay Road to Clayton Road, Federal Project No. STP-5609(615), TIP 6745G-19; and

WHEREAS, City will receive Transportation Improvement Program (TIP) funding known as Transportation Alternatives Program (TAP) Funding to construct sidewalk along McKnight Road from just south of Lay Road to Clayton Road, Federal Project No. TAP-5412(605).

WHEREAS, St. Louis County and Richmond Heights wish to cooperate with one another to provide improvements as outlined on McKnight Road as it will be mutually beneficial to complete the project, utilizing cost savings and project efficiencies; and

WHEREAS, it is the desire of the signatories to enter into this Agreement to outline project details, responsibilities and how expenditures for McKnight Road Improvements within the City of Richmond Heights will be funded and reimbursed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with St. Louis County attached hereto and incorporated herein, as Exhibit A is hereby approved. The Mayor is authorized and directed to execute same on behalf of the City, and the Deputy City Clerk is authorized and directed to attest thereto. The documents as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Manager and her designees are hereby authorized and directed to take any and all reasonable actions necessary, desirable, convenient and proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

SECTION 2. This Ordinance shall take effect and be in full force on the thirty-first day following its passage and being signed as provided by law.

PASSED and SIGNED 16th day of April, 2018.

JIM THOMSON
MAYOR

ATTEST:

PATRICIA S. VILLMER
DEPUTY CITY CLERK

KENNETH J. HEINZ
CITY ATTORNEY

First reading: April 2, 2018
Second reading: April 16, 2018

Exhibit A

INTERGOVERNMENTAL COOPERATION AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2018 by and among ST. LOUIS COUNTY, MISSOURI, a constitutional charter county and political subdivision of the State of Missouri (the “County”), the CITY OF RICHMOND HEIGHTS, Missouri, a home rule charter city and political subdivision of the State of Missouri (the “City”).

WHEREAS, County will receive Transportation Improvement Program (TIP), Surface Transportation Program (STP) Funding to resurface McKnight Road from just south of Lay Road to Clayton Road, Federal Project No. STP-5609(615), TIP 6745G-19.

WHEREAS, City will receive Transportation Improvement Program (TIP) funding known as Transportation Alternatives Program (TAP) funding to construct sidewalk along McKnight Road from just south of Lay Road to Clayton Road, Federal Project No. TAP-5412(605).

WHEREAS, City and County agree that, if acceptable to East-West Gateway Council of Governments, combining the two projects as one will result in a better end product and less disruption to the adjacent property owners and the traveling public. The combination of the County’s resurfacing project and the City’s sidewalk project may herein be called “Joint Project” or “McKnight Road Joint Project.”

WHEREAS, City is authorized to enter into this Agreement by Ordinance No. _____

WHEREAS, County is authorized to enter into this Agreement by Ordinance No. _____

WHEREAS, City agrees to administer the Joint Project.

NOW, THEREFORE, CITY and COUNTY agree to the following:

1. All road and sidewalk improvements will be done to the latest design requirements as stated in the Standard Specifications for Road and Bridge Construction Manual and Standards Drawings provided to City.
2. City shall be responsible for all aspects of Joint Project execution including the design, right-of-way acquisition, utility relocation, construction, inspection, and general administration. City shall be responsible for all correspondence, submittals, reports, and schedules necessary to comply with federal and state regulations regarding award and use of Federal Highway Administration (FHWA) funds.
3. County shall not be liable for nor held responsible for the loss of federal funds due to incorrect, improper, late, or missing reports, submittals, or correspondences due to fault of the City during the preparation, design, administration, execution, or close-out of the project.

4. County shall not be liable for nor held responsible for the return of any federal funds expended on this project for improvements or activities which have been deemed ineligible for reimbursement for any reason.
5. The cost to perform all non-federally funded work included in the contract, and all work over and above the original project scope and quantities is the responsibility of the City unless City proves that the scope or quantities associated costs on County's TIP Application were deficient for County's project intent.
6. Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with County or City, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

St. Louis County Department of Transportation
1050 N. Lindbergh Boulevard
Creve Coeur, MO 63132

City of Richmond Heights
Attn: City Manager
1330 South Big Bend Boulevard
Richmond Heights, MO 63117-2202

7. City will submit roadway and sidewalk improvement plans to County for review and approval, which shall not be unreasonably withheld or delayed.
8. Once improvement plans are found acceptable, County will issue a Special Use Permit at no cost.
9. County will reimburse City for the local match as determined by final invoice approved by Missouri Department of Transportation (MoDOT). This amount is anticipated to be 20% of the total project costs, including design, construction, and construction oversight, not to exceed \$174,540.00 for the improvements planned for inclusion in the McKnight Road Resurfacing TIP project.
10. County has no participation in the TAP sidewalk project portion of the project.
11. To initiate payments, City will submit invoices to St. Louis County Department of Transportation, 1050 N. Lindbergh Boulevard, Creve Coeur, Missouri 63132

City's invoices shall contain all of the following:
 - a. Documentation supporting all invoiced costs
 - b. Verification that consultants' and contractors' prior invoices were paid in full.
 - c. Certification that all FHWA and MoDOT requirements have been met for the federal reimbursements received.
12. When the Contractor for this Joint Project is required to maintain traffic, the Contractor shall maintain the roadbed and driveways substantially free of ruts, holes, and detrimental

surface deformations. The Contractor shall control the height of vegetation for the traffic safety, and provide and maintain in a safe condition approaches, crossings, and intersections with abutting property to the highway, railroads, trails, roads, and streets. Such maintenance shall be performed as necessary from the day the Contractor starts working any equipment of the project or from the first day which would qualify as a workday, whichever is earlier, until the acceptance of the work. Snow removal will not be required of the Contractor.

13. In the event that any actions or proceedings are initiated with respect to this agreement, the parties agree that the venue thereof shall be in the courts of St. Louis County, Missouri, and that this agreement shall be governed by the laws of the State of Missouri.
14. This Agreement may be amended, changed, modified, altered, or terminated only by written agreement of County and City. All prior oral agreements are merged herein and no other oral agreements are binding.
15. Each City shall have the right to enforce this Agreement against the other City. If in conjunction with enforcing this Agreement legal action is necessary, the defaulting party shall pay reasonable attorney's fees as adjudicated by the Court.
16. Authorization. Prior to execution of this Agreement, each participating jurisdiction shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.
17. City shall require contractor to obtain and maintain liability insurance throughout the term of the Joint Project but City shall not be liable for any claims of negligence other than expressly stated herein.

18.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this _____ day of _____, 2018.

Executed by the County this _____ day of _____, 2018.

CITY OF RICHMOND HEIGHTS, MISSOURI

Mayor

APPROVED AS TO LEGAL FORM:

ATTEST:

City Attorney, City of Richmond Heights

Deputy City Clerk, City of Richmond
Heights

APPROVED:

ST. LOUIS COUNTY, MISSOURI:

Acting Director, Transportation and Public
Works

County Executive

APPROVED AS TO LEGAL FORM:

ATTEST:

County Counselor

Administrative Director

APPROVED:

Accounting Officer

