

III. E.

DATE: March 16, 2011
TO: Mike Herring, CA
mo
FROM: Mike Geisel, DPPW



SUBJECT: ROUTE 141 ENHANCEMENT FUNDING

As you know, in January of 2010 City Council approved two ordinances related to enhancement of the Route 141 project. These ordinances authorized execution of agreements with the Missouri Highways and Transportation Commission, which provided for MoDOT to incorporate project enhancements and accommodations into their design, and subsequently their bid documents. The improvements and accommodations represented by the “municipal agreement” were incorporated at MoDOT’s cost, while the improvements represented by the “enhancement agreement” were to be at the City’s cost. At that time, the estimated cost of the “enhancements” was \$89,691. After approval by City Council, this amount was deposited with the Missouri Highways and Transportation Commission. A copy of these ordinance and the agreements are attached for your convenience and reference.

Simultaneously, discussions were ongoing with regard to the City’s desire to add landscaping and other enhancements upon the completion of the project by MoDOT. While these “future non-specific improvements” were estimated at a value of \$500,000, the exact scope and value of the improvements remain undetermined due to the status of the project. Subsequently, the Planning and Public Works Committee recommended to City Council, who in turn approved, reducing the “earmark” of General Fund – Fund Reserves from \$500,000 to \$400,000 for these future enhancements. It was also expressed that this value would, could be re-visited when the scope and extent of the project was more fully defined and a better cost estimate could be provided and the character of the work more clearly expressed. Staff continues to work with MoDOT and St. Louis County’s project management personnel to incorporate facilities such as landscape and irrigation components into the construction to minimize these costs if done separately.

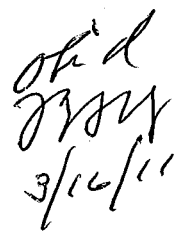
I have been notified by MoDOT that the actual cost for the City funded enhancements will exceed the original estimate by approximately \$40,000, increasing the total cost to the City for the enhancements and accommodations being incorporated into the origin construction, to approximately \$130,000. To

Mike Herring
Route 141 Enhancement Funding
March 16, 2011
Page two

be entirely clear, the firm and final figure is not determinable at this time due to the figures being dependent on final measured construction quantities. However, the values will vary only marginally from the revised estimate. Accordingly, MoDOT has requested direction from the City of Chesterfield. Our options are; 1) reduce the requested enhancements and accommodations to the value of the funding previously provided, or 2) commit to funding the additional \$40,000 for the specific improvements bringing the total commitment to \$130,000.

Inasmuch as we have previously reduced our original earmark, and inasmuch as staff has made substantial headway with both the State and the County during the progress of the project, I recommend that City Council authorize the increase of approximately \$35,309 bringing the total amount authorized for this work to an amount not to exceed \$125,000. I further recommend that the required amounts be transferred from General Fund – Fund Reserves. Finally, I request that this item be forwarded to the Planning and Public Works Committee for their review and recommendation at their next regularly scheduled meeting.

If you have any questions or require additional information, please let me know.

Handwritten signature and date: "ok'd" above "JRH" above "3/16/11".

Attachments

Cc Kelly Vaughn, Director of Finance and Administration
Brian McGownd, Public Works Director \ City Engineer
Steve Jarvis, Assistant Director of Parks and Recreation

Mike Geisel

From: Thomas.Montes-De-Oca@modot.mo.gov
Sent: Tuesday, March 15, 2011 10:09 AM
To: Mike Geisel
Subject: RE: Route 141 Chesterfield Enhancement Agreement

Mike, we won't have final costs for signal painting for a while yet but after talking with Jesse we feel that if you got approval for another \$5000, making the total near \$130,000 that we should be covered just in case. How does this sound?

From: Mike Geisel <mgeisel@chesterfield.mo.us>
To: "Thomas.Montes-De-Oca@modot.mo.gov" <Thomas.Montes-De-Oca@modot.mo.gov>
Date: 03/15/2011 09:50 AM
Subject: RE: Route 141 Chesterfield Enhancement Agreement

Just to make sure I'm proceeding as you desire;;;;; I'm waiting until you get final costs, correct? Or do you want me to proceed right now to get authorization? I just don't want to hold things up on my end. With the election being in April, we're not going to get much done in April.

From: Thomas.Montes-De-Oca@modot.mo.gov [<mailto:Thomas.Montes-De-Oca@modot.mo.gov>]
Sent: Tuesday, March 01, 2011 3:46 PM
To: Mike Geisel
Cc: Jesse.Jonas@modot.mo.gov
Subject: RE: Route 141 Chesterfield Enhancement Agreement

Mike, I'll check on the time frame. We'll need a little bit of time to confirm the costs and we are a ways from the bridge form liners since we haven't built the bridges yet. I'd hate for you to have to go back to the committee again later on. I'll get back with you.

Thanks for the quick reply.

Tom

From: Mike Geisel <mgeisel@chesterfield.mo.us>
To: "Thomas.Montes-De-Oca@modot.mo.gov" <Thomas.Montes-De-Oca@modot.mo.gov>
Date: 03/01/2011 03:14 PM
Subject: RE: Route 141 Chesterfield Enhancement Agreement

I'll have to take this through committee and get formal council approval. But my intent would be to simply increase the funding. I prefer not to scale back on the improvements.

What is your timetable for a firm and formal response?

From: Thomas.Montes-De-Oca@modot.mo.gov [<mailto:Thomas.Montes-De-Oca@modot.mo.gov>]

Sent: Tuesday, March 01, 2011 2:22 PM
To: Mike Geisel
Subject: Fw: Route 141 Chesterfield Enhancement Agreement

----- Forwarded by Thomas Montes-De-Oca/D6/MODOT on 03/01/2011 02:21 PM -----

From: Thomas Montes-De-Oca/D6/MODOT
To: mgeisel@chesterfield.mo.us
Cc: Jesse A Jonas/D6/MODOT@MODOT, Karen D Yeomans/D6/MODOT@MODOT
Date: 03/01/2011 02:17 PM
Subject: Route 141 Chesterfield Enhancement Agreement

Mike, just wanted to give you an update on the cost of the enhancements. The attachment tells the story but in order for us to complete all enhancements the city will need to provide additional funding or we'll need to cut back somewhere. Review the cost figures and give me a call if you have any questions. If you would like to discuss in greater detail we have our weekly partnering meeting every Friday, 9:00 at the Chesterfield Project Office, and you are more than welcome to attend.

Tom

----- Forwarded by Thomas Montes-De-Oca/D6/MODOT on 03/01/2011 02:09 PM -----

From: Jesse A Jonas/D6/MODOT
To: Thomas Montes-De-Oca/D6/MODOT@MODOT
Date: 03/01/2011 02:02 PM
Subject: Changes to agreement with Chesterfield

Redlined below are the only two docs I think Mike would be interested in.

Let me know if it's not clear, these numbers represent the actual bid amounts so it should be pretty clear.

The only thing that will be left in the wings is the paint, but I think 20,000K will cover it.

Jesse Jonas, P.E.
Resident Engineer
Chesterfield Project Office
601 Salt Mill Rd
Office (314)-340-4285
Fax - (314)-340-4287
Nextel #140*2*6610

----- Forwarded by Jesse A Jonas/D6/MODOT on 03/01/2011 02:00 PM -----

From: chesterfield_scanner@modot.mo.gov
To: "jesse.jonas" <jesse.jonas@modot.mo.gov>
Date: 03/01/2011 02:00 PM
Subject:

Mike Geisel

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Sent: Tuesday, March 01, 2011 2:22 PM
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Subject: Fw: Route 141 Chesterfield Enhancement Agreement
Attachments: 20110301135724462.pdf

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From: chesterfield_scanner@modot.mo.gov
To: "jesse.jonas" <jesse.jonas@modot.mo.gov>
Date: 03/01/2011 02:00 PM
Subject:

This E-mail was sent from "RNP008CA6" (Aficio MP 3351).

approved by the duly authorized representatives of the City and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's District 6 District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(8) PLANS AND CONSTRUCTION: The Commission shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements. The award of the contract by the Commission to a contractor will not be subject to concurrence by the City.

(9) FINANCIAL RESPONSIBILITIES: With regard to the enhancements to be completed under this Agreement, the City and the Commission agree that the City shall be responsible for one hundred percent (100%) of the actual costs for making/constructing the improvements described in Section (1), above. These costs include preliminary engineering, construction and inspection. The current estimate of the City's responsibilities is eighty-nine thousand six hundred ninety-one dollars (\$89,691) as shown in the attached "Exhibit B," which is made a part of this Agreement. ~~The City shall remit a check in the amount of eighty-nine thousand six hundred ninety-one dollars (\$89,691) by January 25, 2010. This check should be made payable to the Missouri Highways and Transportation Commission Local Fund. If the City fails to make the deposit, the Commission is under no obligation to continue with including the enhancement improvements identified in Section (1), above. In the event the Commission's actual cost for the improvements is less than the deposit provided herein, the Commission shall refund excess funding to the City as provided in Section (10), below.~~

(10) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the

NOTE: ALL FORM LINE BARRIER = 100 or 105/L
 ALL TRADITIONAL SAFETY BARRIER = 50/L/F

ESTIMATE SUMMARY

| A7808* | Item | Quantity | Unit | Unit Price | Value |
|--------|---------------------|----------|------|------------|--------------------|
| | Safety Barrier Curb | 191 | FT | \$ 100-85 | \$ 16,235 19,100 |
| | Form Liners | 56 | SY | \$ 80-106 | \$ 5,036 4480 |
| | Slip Form Barrier | 191 | FT | \$ (65) | \$ (12,415) (4550) |
| | | | | 50 | \$ 9,756 |
| | | | | | 14,030 |

*Ladue Road over Route 141

| A7809* | Item | Quantity | Unit | Unit Price | Value |
|--------|---------------------|----------|------|------------|----------------------|
| | Safety Barrier Curb | 262 | FT | \$ 100-85 | \$ 24,420 25,200 |
| | Form Liners | 74 | SY | \$ 80-106 | \$ 7,844 5,920 |
| | Slip Form Barrier | 262 | FT | \$ 50 (65) | \$ (16,380) (12,600) |
| | | | | | \$ 12,884 |
| | | | | | 18,520 |

*Ladue Road over Woods Mill Road

| A7810* | Item | Quantity | Unit | Unit Price | Value |
|--------|---------------------|----------|------|------------|----------------------|
| | Safety Barrier Curb | 732 | FT | \$ 100-85 | \$ 62,220 73,200 |
| | Form Liners | 103 | SY | \$ 40-106 | \$ 10,918 4120 |
| | Slip Form Barrier | 732 | FT | \$ 50 (65) | \$ (47,580) (36,600) |
| | | | | | \$ 25,558 |
| | | | | | 40,720 |

*Ladue Road over Creve Coeur Creek

| A7815* | Item | Quantity | Unit | Unit Price | Value |
|--------|---------------------|----------|------|------------|----------------------|
| | Safety Barrier Curb | 300 | FT | \$ 105-85 | \$ 26,500 31,500 |
| | Form Liners | 87 | SY | \$ 55-106 | \$ 9,222 4785 |
| | Slip Form Barrier | 300 | FT | \$ 50 (65) | \$ (19,500) (15,000) |
| | | | | | \$ 15,222 |
| | | | | | 21,285 |

*Olive Blvd over Route 141

Sub-Total Form Lined Barrier: \$ -63,420 **94,555**

Signal Painting at 3 Intersections \$20,000 ✓ ESTIMATED **20,000**

MSE Wall Form Liner \$2,000 + 2,500 FOR SECOND FORM **4,500**

Sub-Total \$85,420 + 119,055

PE & Const. Inspection @ 5% \$4,271 = 5,953

TOTAL **\$89,691 = 125,008**

EXHIBIT B

Route 141
 St. Louis County
 Project No. 6U0807

approved by the duly authorized representatives of the City and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's District 6 District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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| | Form Liners | 56 | SY | \$ 80-106 | \$ 5,936 | 4,480 |
| | Slip Form Barrier | 191 | FT | \$ -(65) | \$ (12,415) | (4,550) |
| | | | | 50 | \$ 9,756 | 14,030 |

*Ladue Road over Route 141

| A7809* | Item | Quantity | Unit | Unit Price | Value | |
|--------|---------------------|----------|------|------------|-------------|----------|
| | Safety Barrier Curb | 252 | FT | \$ 100-85 | \$ 24,420 | 25,200 |
| | Form Liners | 74 | SY | \$ 80-106 | \$ 7,844 | 5,920 |
| | Slip Form Barrier | 252 | FT | \$ 50 (65) | \$ (16,380) | (12,600) |
| | | | | | \$ 12,884 | 18,520 |

*Ladue Road over Woods Mill Road

| A7810* | Item | Quantity | Unit | Unit Price | Value | |
|--------|---------------------|----------|------|------------|-------------|----------|
| | Safety Barrier Curb | 732 | FT | \$ 100-85 | \$ 62,220 | 73,200 |
| | Form Liners | 103 | SY | \$ 40-106 | \$ 10,918 | 4,120 |
| | Slip Form Barrier | 732 | FT | \$ 50 (65) | \$ (47,580) | (36,600) |
| | | | | | \$ 25,558 | 40,720 |

*Ladue Road over Creve Coeur Creek

| A7815* | Item | Quantity | Unit | Unit Price | Value | |
|--------|---------------------|----------|------|------------|-------------|----------|
| | Safety Barrier Curb | 300 | FT | \$ 105-85 | \$ 25,500 | 31,500 |
| | Form Liners | 87 | SY | \$ 55-106 | \$ 9,222 | 4,785 |
| | Slip Form Barrier | 300 | FT | \$ 50 (65) | \$ (19,500) | (15,000) |
| | | | | | \$ 15,222 | 21,285 |

*Olive Blvd over Route 141

Sub-Total Form Lined Barrier: \$ -63,420- 94,555

Signal Painting at 3 Intersections \$20,000 ✓ ESTIMATED 20,000

MSE Wall Form Liner \$2,000 + 2,500 FOR SECOND FORM 4,500

Sub-Total \$85,420 + 119,055

PE & Const. Inspection @ 5% \$4,271 = 5,953

TOTAL \$89,691 = 125,008

EXHIBIT B

Route 141
 St. Louis County
 Project No. 6U0807

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 04/09 (MRA)
Modified:

Municipal Agreement
Route: 141
County: St. Louis
Job No.: 6U0807

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Chesterfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 141, St. Louis County, Job No. 6U0807 shall consist of grading, drainage, paving, bridges, signals and signing.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 104+00 a point approximately 0.3 mile north of Route 40 then running in a northerly direction on relocation to Station 193+00, a point approximately 1193 feet north of Route 340. Length of improvement within City is 2.445 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said

public improvement.

(7) CLOSE AND VACATE: The City authorizes the Commission and its construction contractor for this public improvement to temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a controlled access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no City-owned utility facility will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement

shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. It is understood by and between the parties that the area of the improvement is within the jurisdiction of the St. Louis Metropolitan Sewer District.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, landscaping placed in raised medians and islands, decorative lighting, paint provided on signal posts and mast arms, decorative form-lining on the concrete bridge barriers at Route 340 over Route 141, Ladue Road over Route 141, Ladue Road over Woods Mill Road, and Ladue Road over Creve Coeur Creek, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the

highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway. The City shall provide proper maintenance of the signal paint coating at its cost for continuation of appearance of the unique color including the painting of any replacement equipment installed or replaced by the Commission. Decorative wall panels will be placed in the Mechanically Stabilized Earth (MSE) retaining walls at the Route 141 interchanges at Route 340 and Ladue Road. The city will be responsible for replacement cost of any decorative MSE wall panel should they require future replacement.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(D) The Commission will inspect the construction of the raised medians and islands including the placement of conduit for future water supply lines and the placement of topsoil within the medians and islands. Upon completion and full release of the Commission's contractor from further obligations, the city shall provide landscaping for the raised medians and shall maintain the medians and landscaping in a condition safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said raised medians. City shall provide a landscaping plan to Commission for approval and shall obtain a permit prior to the placement of any water lines or landscaping.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits

of the project and the City shall take whatever actions that are necessary to enforce this Section.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION: To the extent allowed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's performance of its obligations under this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and Commission.

(23) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: The City's City Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

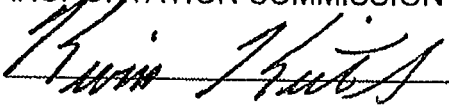
Michael G. Herring

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

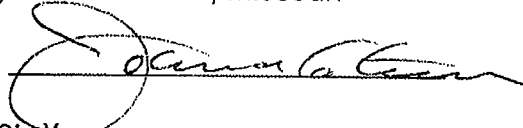
Executed by the City this 22 day of January, 2010.

Executed by the Commission this 1 day of February, 2010

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: 
Title: Chief Engineer

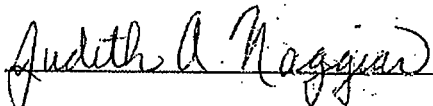
City of Chesterfield, Missouri

By: 
Title: Mayor

ATTEST:


Secretary to the Commission

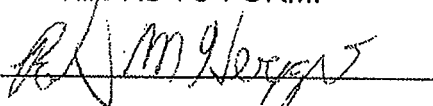
ATTEST:

By: 
Title: City Clerk

APPROVED AS TO FORM:


Commission Counsel

APPROVED AS TO FORM:

By: 
Title: City Attorney

Ordinance Number 2590

EXHIBIT A
Contract Between
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
-and-
CITY OF CHESTERFIELD, MISSOURI
Job No. 6U0807, St. Louis County

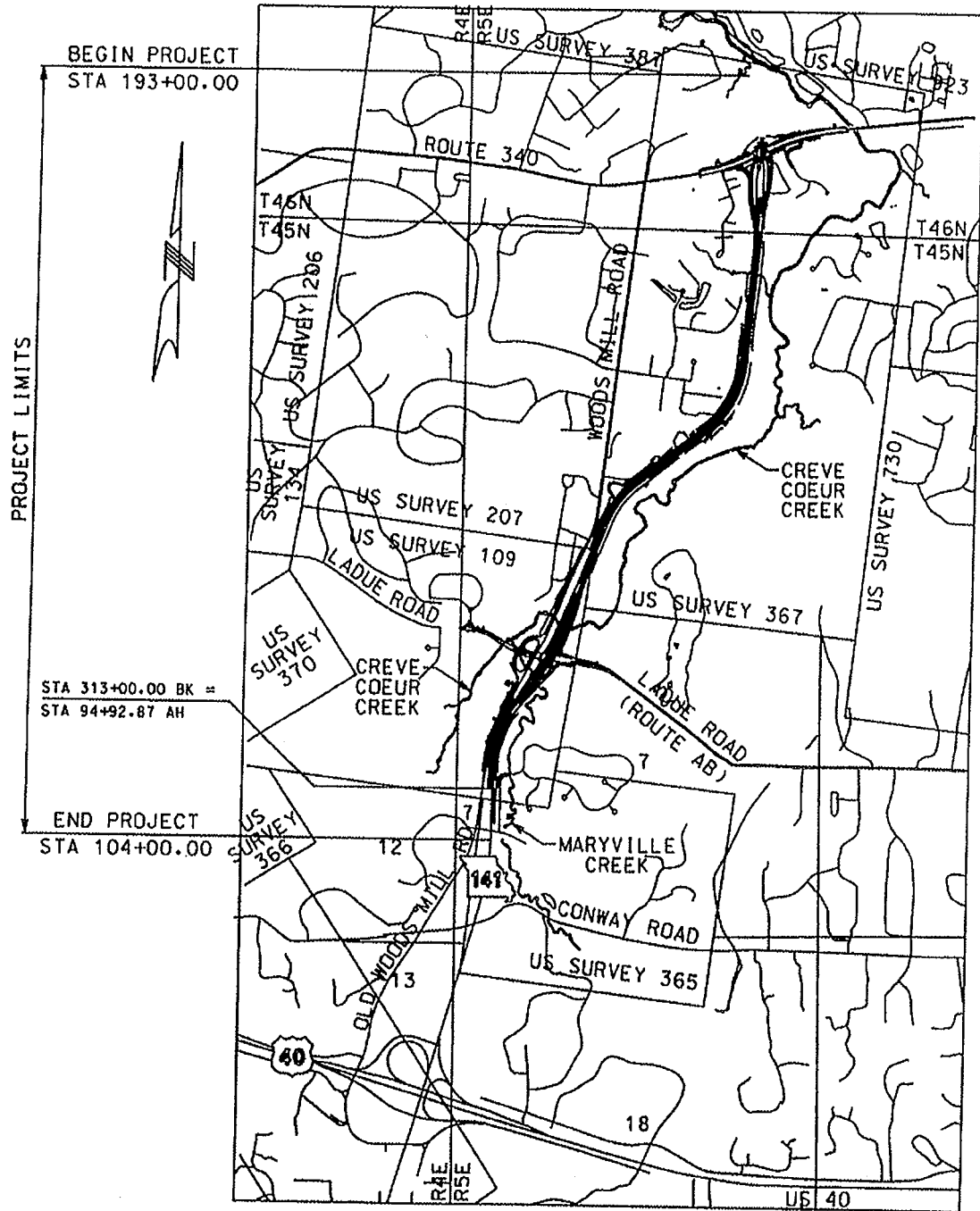


EXHIBIT A



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

I, Judith A. Naggiar, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance No. 2590 adopted by City Council on January 20, 2010, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield.

In witness whereof, I have hereunto set my hand as City Clerk this 21st day of January, 2010.

A handwritten signature in cursive script that reads 'Judith A. Naggiar'. The signature is written over a horizontal line.

Judith A. Naggiar, City Clerk

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CHESTERFIELD, MISSOURI TO EXECUTE A MUNICIPAL COOPERATION AGREEMENT PROVIDING FOR AESTHETIC ENHANCEMENTS AND THE MAINTENANCE THEREOF IN CONJUNCTION WITH THE CONSTRUCTION OF ROUTE 141 WITHIN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield, Missouri (the "City") desires to incorporate aesthetic enhancements in the construction of new Route 141 including, but not limited to providing irrigation lines to proposed landscaped areas, raised medians and islands prepared for landscaping, sidewalks, and conduits for control purposes; and

WHEREAS, The Missouri Department of Transportation is planning the improvement of Route 141 from South of Ladue Road to Route 340 and agrees to incorporate specific enhancements into the final design of new Route 141, provided that the City of Chesterfield agrees to provide for the future maintenance of these improvements; and

WHEREAS, the City of Chesterfield, Missouri, after careful consideration and deliberation has determined that the City is willing to provide for the regular maintenance and care of aesthetic enhancements;

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

Section 1. The City Council hereby approves of the Agreement in substantially the form set forth as Exhibit A, attached hereto and incorporated by reference.

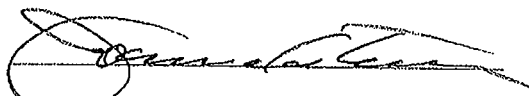
Section 2. The City is hereby authorized to enter into, and the Mayor of the City of Chesterfield and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of the City, the Agreement, such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and with the provisions of the Agreement.

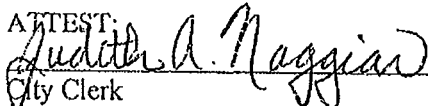
Section 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparable connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 20th day of January, 2010.


Mayor

ATTEST

City Clerk

CCO Form:
Approved: 07/06 (BDG)
Revised:
Modified: 12/09 (MRA)

Route 141
Project No. J6U0807
St. Louis County
Enhancement Agreement

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ENHANCEMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Chesterfield, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is planning the improvement of Route 141 from south of Ladue Road (Route AB) to Route 340 as part of Commission Job No. J6U0807 in St. Louis County, Missouri;

WHEREAS, the City has requested that the Commission include certain enhancement items that are not generally included in Commission construction projects;

WHEREAS, the Commission is willing to accommodate the City's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE AND DESCRIPTION OF ENHANCEMENTS: The purpose of this Agreement is to coordinate the participation by the City of Chesterfield in the cost of the Commission's Project J6U0807 to include the following enhancements: barrier form liners on the Ladue Road bridges over Route 141, Woods Mill Road and Creve Coeur Creek, and the Olive Blvd. (Route 340) bridge over Route 141, painting of the signal posts / mast arms at the Route 141 interchanges at Olive Blvd. and Ladue Road, and at the Woods Mill Road intersection with the Ladue Road ramp connector, and the addition of decorative precast retaining wall panels at the 141 interchanges at Olive Blvd. and Ladue Road.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location: The Route 141 reconstruction and relocation from south of Ladue Road to Olive Blvd. in St. Louis County, Missouri. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and

approved by the duly authorized representatives of the City and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's District 6 District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed According to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(8) PLANS AND CONSTRUCTION: The Commission shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements. The award of the contract by the Commission to a contractor will not be subject to concurrence by the City.

(9) FINANCIAL RESPONSIBILITIES: With regard to the enhancements to be completed under this Agreement, the City and the Commission agree that the City shall be responsible for one hundred percent (100%) of the actual costs for making/constructing the improvements described in Section (1), above. These costs include preliminary engineering, construction and inspection. The current estimate of the City's responsibilities is eighty-nine thousand six hundred ninety-one dollars (\$89,691) as shown in the attached "Exhibit B," which is made a part of this Agreement. The City shall remit a check in the amount of eighty-nine thousand six hundred ninety-one dollars (\$89,691) by January 25, 2010. This check should be made payable to the Missouri Highways and Transportation Commission-Local Fund. If the City fails to make the deposit, the Commission is under no obligation to continue with including the enhancement improvements identified in Section (1), above. In the event the Commission's actual cost for the improvements is less than the deposit provided herein, the Commission shall refund excess funding to the City as provided in Section (10), below.

(10) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the

Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its investment policy. All interest monies shall be payable to the fund and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City, the interest portion being based on the City's pro rata share of the investment.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof will be the responsibility of the Commission. Maintenance by the Commission shall not in any case include maintenance or repair of paint provided on signal posts and mast arms. The City shall provide proper maintenance of the signal paint coating at its cost for continuation of appearance of the unique color including the painting of any replacement equipment installed or replaced by the Commission. Should any section of the decorative form-lined bridge barriers on Route 340 over Route 141, Ladue Road over Route 141, Ladue Road over Woods Mill Road, and Ladue Road over Creve Coeur Creek become damaged and in need of replacement, the City will be responsible for the cost involved to maintain the form-lined appearance. Decorative wall panels will be placed in the Mechanically Stabilized Earth (MSE) retaining walls at the Route 141 interchanges at Route 340 and Ladue Road. The City shall be responsible for the replacement cost of any decorative MSE wall panels should they require future replacement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole City, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) NO INTEREST: By contributing to the cost of the enhancements being constructed pursuant to Section (1), above, the City gains no interest in the constructed roadway or enhancement improvements whatsoever. The Commission shall not be obligated to keep the constructed enhancement improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or enhancement improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have

been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the City shall not receive an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. Any claim for an off-set, refund, release, reduction, or return shall constitute a breach of this Agreement by the City and the Commission, in its sole discretion may cancel this Agreement and remove any portion of the constructed improvement from the Commission's right-of-way at the City's expense.

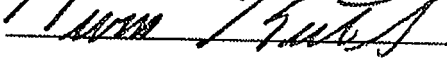
(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

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

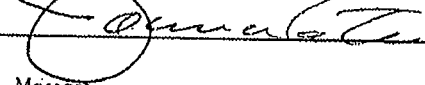
Executed by the City this 22 day of January, 2010.

Executed by the Commission this 1 day of February, 2010.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By 
Title Chief Engineer

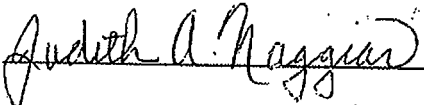
CITY OF CHESTERFIELD, MISSOURI

By 
Title Mayor

ATTEST:


Secretary to the Commission

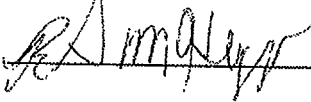
ATTEST:

By 
Title City Clerk

Approved as to Form:


Commission Counsel

Approved as to Form:

By 
Title City Attorney

Ordinance No #2591

EXHIBIT A
Contract Between
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
-and-
CITY OF CHESTERFIELD, MISSOURI
Job No. 6U0807, St. Louis County

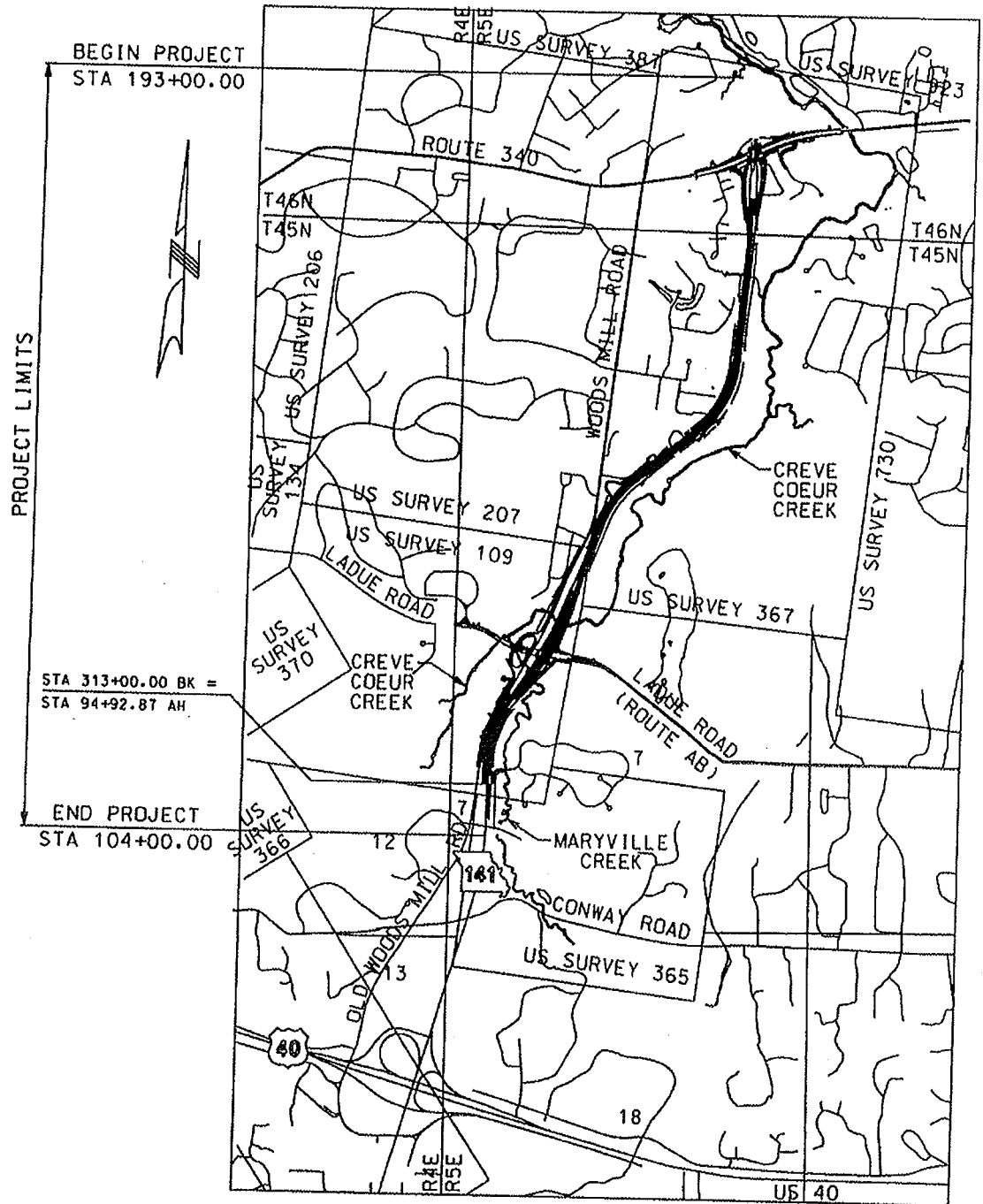


EXHIBIT A

ESTIMATE SUMMARY

| | | | | | |
|--------|---------------------|----------|------|------------|-------------|
| A7808* | Item | Quantity | Unit | Unit Price | Value |
| | Safety Barrier Curb | 191 | FT | \$ 85 | \$ 16,235 |
| | Form Liners | 56 | SY | \$ 106 | \$ 5,936 |
| | Slip Form Barrier | 191 | FT | \$ (65) | \$ (12,415) |
| | | | | | \$ 9,756 |

*Ladue Road over Route 141

| | | | | | |
|--------|---------------------|----------|------|------------|-------------|
| A7809* | Item | Quantity | Unit | Unit Price | Value |
| | Safety Barrier Curb | 252 | FT | \$ 85 | \$ 21,420 |
| | Form Liners | 74 | SY | \$ 106 | \$ 7,844 |
| | Slip Form Barrier | 252 | FT | \$ (65) | \$ (16,380) |
| | | | | | \$ 12,884 |

*Ladue Road over Woods Mill Road

| | | | | | |
|--------|---------------------|----------|------|------------|-------------|
| A7810* | Item | Quantity | Unit | Unit Price | Value |
| | Safety Barrier Curb | 732 | FT | \$ 85 | \$ 62,220 |
| | Form Liners | 103 | SY | \$ 106 | \$ 10,918 |
| | Slip Form Barrier | 732 | FT | \$ (65) | \$ (47,580) |
| | | | | | \$ 25,558 |

*Ladue Road over Creve Coeur Creek

| | | | | | |
|--------|---------------------|----------|------|------------|-------------|
| A7815* | Item | Quantity | Unit | Unit Price | Value |
| | Safety Barrier Curb | 300 | FT | \$ 85 | \$ 25,500 |
| | Form Liners | 87 | SY | \$ 106 | \$ 9,222 |
| | Slip Form Barrier | 300 | FT | \$ (65) | \$ (19,500) |
| | | | | | \$ 15,222 |

*Olive Blvd over Route 141

| | |
|------------------------------------|-----------------|
| Sub-Total Form Lined Barrier: | \$ 63,420 |
| Signal Painting at 3 intersections | \$20,000 |
| MSE Wall Form Liner | \$2,000 |
| Sub-Total | \$85,420 |
| PE & Const. Inspection @ 5% | \$4,271 |
| TOTAL | \$89,691 |

EXHIBIT B

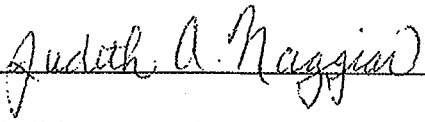
Route 141
St. Louis County
Project No. 6U0807



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

I, Judith A. Naggiar, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance No. 2591 adopted by City Council on January 20, 2010, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield.

In witness whereof, I have hereunto set my hand as City Clerk this 21st day of January, 2010.



Judith A. Naggiar, City Clerk

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CHESTERFIELD, MISSOURI TO EXECUTE AN ENHANCEMENT AGREEMENT PROVIDING FOR AESTHETIC ENHANCEMENTS AND THE MAINTENANCE THEREOF IN CONJUNCTION WITH THE CONSTRUCTION OF ROUTE 141 WITHIN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield, Missouri (the "City") desires to incorporate aesthetic enhancements in the construction of new Route 141 including, but not limited to sidewalks, decorative lighting, landscaping, painted traffic lighting fixtures, decorative form lining on barrier walls, and decorative wall panels on the Mechanically Stabilized Earth walls at interchanges; and

WHEREAS, The Missouri Department of Transportation is planning the improvement of Route 141 from South of Ladue Road to Route 340 and agrees to incorporate certain specific aesthetic enhancements into the final design of new Route 141, provided that the City of Chesterfield agrees to fund the incremental cost to include such improvements; and

WHEREAS, the City of Chesterfield, Missouri, after careful consideration and deliberation has determined that the City is willing to fund the incremental cost and provide for the regular maintenance and care of aesthetic enhancements;

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

Section 1. The City Council hereby approves of the Agreement in substantially the form set forth as Exhibit A, attached hereto and incorporated by reference.

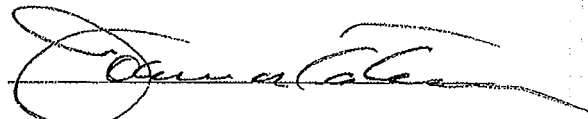
Section 2. The City is hereby authorized to enter into, and the Mayor of the City of Chesterfield and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of the City, the Agreement, such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and with the provisions of the Agreement.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparable connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 20th day of January, 2010.


Mayor

ATTEST:


City Clerk