

# Memorandum

## Department of Planning & Public Works



**To:** Planning and Public Works Committee  
**From:** Mike Geisel, Director of Planning & Zoning. *mgr*  
**Date:** 4/29/2009  
**Re:** Chesterfield Valley Stormwater Trust Fund

---

As you are aware, City Council authorized and staff subsequently contracted the relocation of the existing petroleum pipeline which crosses the thirty acre stormwater reservoir at the west end of Chesterfield Valley. This authorization was in excess of \$1 million and was funded by TIF proceeds.

As a reminder, concurrent with the establishment of the TIF District, the Public Works Department identified more than \$30 million of critical infrastructure projects. Original TIF financing was provided for these infrastructure improvements in the amount of \$15 million and City Council directed staff to leverage these funds as extensively as possible to increase the overall proportion of TIF funded improvements. Subsequently, the City has successfully entered into multiple "forward funding" agreements whereby public improvements would be initially funded, in conjunction with a land owner's agreement that when the benefiting properties developed, a proportion of the overall cost of those improvements would be reimbursed to the City. Those reimbursed funds, are deposited back into a fund reserved for additional Chesterfield Valley Infrastructure improvements (*account: DESIGNATE FOR TIF DEFERRED REVENUE PROJECTS 001-071-5493*), providing funds for additional projects.

As you are also aware, Development in Chesterfield Valley is required to contribute to the St. Louis County Stormwater Trust Fund. Staff contacted St. Louis County to ascertain the current balance of the trust fund and to determine if County would consider reimbursement to the City of Chesterfield. I am pleased to report that St. Louis County has agreed to reimburse the City (*account: DESIGNATE FOR TIF DEFERRED REVENUE PROJECTS 001-071-5493*) the full current balance of the Stormwater Trust fund, \$519,000. The attached memorandum of understanding simply stipulates that the County is reimbursing the City, assumes no maintenance responsibility, and obviously that this disbursement limits their ability to fund future improvements.

Accordingly, **I request the Planning and Public Works Committee's concurrence to execute the memorandum of agreement, facilitating receipt of the reimbursement funds.** Please advise if you require additional information.

enclosures

Cc Mike Herring, City Administrator  
Kelly Vaughn, Director of Finance and Administration  
Brian McGownd, Public Works Director\City Engineer

Charlie A. Dooley  
County Executive

Saint Louis  
**COUNTY**  
**HIGHWAYS & TRAFFIC**  
**PUBLIC WORKS**

Sheryl L. Hodges, D.E., P.E., L.P.G.  
Director

February 12, 2009

RECEIVED

FEB 20 2009

CITY OF CHESTERFIELD  
DEPT. OF PLANNING & PUBLIC WORKS

Mr. Michael G. Herring, ICMA-CM  
City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017-0760

Subject: Chesterfield Valley Stormwater Trust Fund

Dear Mr. Herring:

This is in response to your January 21, 2009, letter requesting the use of funds from the Chesterfield Valley Stormwater Trust Fund for a stormwater project related to the Monarch-Chesterfield Levee.

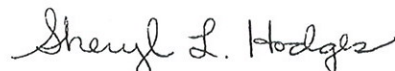
The proposed City project lowers an existing crude oil pipeline that is in conflict with the construction of a 30-acre levee reservoir. The estimated total cost of the project is \$1.1 million.

The City's request appears to represent the type of need that the Fund was established to address. Per your request, \$519,000 from the Fund will be made available to the City of Chesterfield for this project. No additional contributions will be earmarked for this project from this or other Trust Funds, and St. Louis County will not contribute to it from our Capital Fund monies. The City of Chesterfield will be responsible for all costs over \$519,000. St. Louis County assumes no maintenance, operational, or other responsibility of items related to this project.

Please note that we are assuming there are no other projects waiting to be paid from this Fund. If this is not the case, then any projects awaiting reimbursements would have to be delayed until additional contributions are made to the Fund through the development process.

We will begin processing your request through our accounting section. Please feel free to contact Jim Knoll of our office at 314-615-8554 if you have any questions in the meantime.

Sincerely,



Sheryl L. Hodges, D.E., P.E., L.P.G.  
Director

SLH:JMK

cc: Stephanie Leon Streeter, P.E., Deputy Director  
Robert Grant, Deputy County Counselor  
Mike Geisel, P.E., Director of Planning & Public Works, City of Chesterfield ✓

2009-PW-10



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

Sheryl L. Hodges, D.E., P.E., L.P.G.  
Director, St. Louis County Public Works  
121 South Meramec Avenue  
St. Louis, MO 63105

January 21, 2009

Re: Chesterfield Valley Stormwater Trust Fund

Dear Ms. Hodges:

As you know, since the City's incorporation, the City of Chesterfield has worked with the Metropolitan St. Louis Sewer District, the Monarch-Chesterfield Levee District, FEMA, and the Corps of Engineers to effectuate a stormwater management plan which provides levee protection as well as interior stormwater management. The Chesterfield Valley Stormwater Masterplan includes a 30 acre stormwater reservoir at the west end of Chesterfield Valley which acts as the forebay to a future 133 GPM stormwater pump station and gravity outlet. The City has previously purchased the property and is working cooperatively with the Levee District to construct the reservoir. Unfortunately, the west end of the Valley is burdened with a 22 inch crude oil pipeline, which currently conflicts with the required flow lines to effectively drain the entire west end of Chesterfield Valley, including Spirit of St. Louis Airport.

In order to complete the reservoir and associated drainage channel that feeds the reservoir, the existing crude oil pipeline must be lowered approximately 13 feet, over a distance of 500 feet. We are currently working with the owner of the pipeline, Enbridge Pipelines, LLC, regarding an agreement to reimburse them for the work associated to relocate the line, which is estimated to cost approximately \$1.1 million.

Therefore, we respectfully request that the current balance of \$519,000 contained within the Chesterfield Valley Stormwater Trust Fund be allocated for this project. The City would contract for the improvements in hopes that the County could partially reimburse the expense with the current balance of the trust fund.

If you have any questions, need any additional information, or would like to meet to discuss, please give us a call at 636-537-4000.

Sincerely,

Michael G. Herring, ICMA-CM  
City Administrator

Cc: **Michael O. Geisel**, Director of Planning & Public Works  
Brian K. McGownd, Public Works Director/City Engineer

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC  
AND  
THE CITY OF CHESTERFIELD FOR THE USE OF FUNDS FROM THE CHESTERFIELD  
VALLEY STORMWATER TRUST FUND FOR A STORMWATER PROJECT RELATED TO  
THE MONARCH-CHESTERFIELD LEVEE**

This Memorandum of Agreement ("MOA") is made by the City of Chesterfield, whose address is 690 Chesterfield Parkway West, Chesterfield Missouri, 63017 ("City"), and St. Louis County, Missouri, acting by and through its Department of Highways and Traffic ("County" and "Department," respectively), whose address is 121 South Meramec, Clayton, Missouri 63105.

**WITNESSETH:**

WHEREAS, the County administers the Chesterfield Valley Stormwater Trust Fund, a part of the Chesterfield Valley Trust Fund (556); and

WHEREAS, the City is desirous of using funds from the Chesterfield Valley Stormwater Trust Fund for a levee protection related project that lowers an existing crude oil pipeline that is in conflict with the construction of a 30-acre levee reservoir (the "Project"); and

WHEREAS, the Project will have no adverse effect on County road rights-of-way, the County will have no maintenance, operational, or other responsibility of items related to the Project; and

WHEREAS, County and City wish to enter into a Memorandum of Agreement ("MOA") reflecting their respective intentions and expectations with respect to the Project;

NOW, THEREFORE, County and City agree as follows:

- (1) **PROJECT:** The City proposes, and the County will allow, that the Project will provide for the City to use \$519,000.00 in funds from the Chesterfield Valley Stormwater Trust Fund to lower an existing crude oil pipeline to allow for construction of a 30-acre levee reservoir.
- (2) **LOCATION:** The project is located within the jurisdictional limits of the City of Chesterfield.
- (3) **COSTS:** All costs associated with the Project over \$519,000.00 will be the responsibility of the City, no additional contributions will be earmarked for the Project from this or other Trust Funds, and County will contribute no Capital Fund monies to the Project. Any projects awaiting reimbursements from this Trust Fund will be delayed until additional contributions are made to the fund through the development process.
- (4) **MAINTENANCE:** The County assumes no maintenance, operational, or other responsibility of items related to the Project.

IN WITNESS WHEREOF, the parties have signed this non-binding MOA by their respective representatives on the date last written below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Executed by County this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

St. Louis County

City of Chesterfield

By: \_\_\_\_\_  
Name: Sheryl L. Hodges  
Title: Director, Dept. of Highways and Traffic  
and Public Works

By: \_\_\_\_\_  
Name: Michael G. Herring  
Title: City Administrator

Attest:

By: \_\_\_\_\_  
Name: Judy Naggiar  
Title: City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Name:  
Title: County Counselor

By: \_\_\_\_\_  
Name: Robert Heggie  
Title: City Attorney