

III. E.

Memorandum
Department of Public Services

To: Mike Herring, CA
mel
From: Mike Geisel, DPS
Date: 8/17/2012
Re: Ladue Road



As you remember, City Council approved the City's acceptance of Ladue Road at their regular meeting on 5/7/2012. The specific details are provided in the attached information for your convenience and reference.

St. Louis County has developed that attached "Ladue Road Exchange and Project Transfer Agreement", which formalizes the road transfer and formally assigns their federal project funding to the City of Chesterfield. The \$1.4 million project funds will be available in 2014 for repairs and resurfacing of Ladue Road.

I have also developed the attached ordinance which authorizes the Mayor to execute the agreement. With your concurrence, I would like to place this item on the upcoming Planning and Public Works Committee Agenda for review and consideration.

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

attachments

*ohid
jzry
8/17/12*

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CHESTERFIELD, MISSOURI TO EXECUTE THE LADUE ROAD EXCHANGE AND PROJECT TRANSFER AGREEMENT.

WHEREAS, the City of Chesterfield, Missouri (the "*City*") desires to provide quality roadways and high levels of services for its motorists; and

WHEREAS, St. Louis County had requested that the City of Chesterfield accept the maintenance responsibilities for Ladue Road; and

WHEREAS, St. Louis County agrees to transfer funding for the Ladue Road Infrastructure Project, Federal Project No. STP-4901 (628) which provides funds for the repair and resurfacing of Ladue Road to the City of Chesterfield; and

WHEREAS, City Council of the City of Chesterfield, Missouri, after careful consideration and deliberation has determined that the City will provide for the regular maintenance and care of Ladue Road within the City;

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

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

Section 2. The City Council of the City of Chesterfield hereby authorizes the Mayor to execute the Ladue Road Exchange and Project Transfer Agreement.

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 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 ____ day of _____, 2012.

Mayor

ATTEST:

City Clerk

Road Exchange and Project Transfer Agreement

THIS AGREEMENT, Made and entered into this ____ day of _____, 2012, by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "County"; and City of Chesterfield, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, County intends to transfer maintenance and control of Ladue Road between Olive Road (Missouri Route 340) and Missouri Route 141 to the City.

WHEREAS, City intends to transfer maintenance and control of South Woods Mill Road between Conway Road south to the Chesterfield/Town and Country City limits to the County.

WHEREAS, County will receive \$1,404,640.00 in Surface Transportation Program (STP) Funding for the Ladue Road Infrastructure Project, Federal Project No. STP-4901(628) ("Project") on this section of Ladue Road from East-West Gateway Council of Governments (East-West Gateway) in fiscal year 2014;

WHEREAS, in order to accomplish the Project for Ladue Road, County has received approval from East-West Gateway to transfer the STP Funding and project execution responsibility to the City.

WHEREAS, CITY is authorized to enter into this Contract by Ordinance No. _____, and COUNTY is authorized to enter into this Contract by Ordinance No. _____;

This Agreement is subject to the following terms and conditions:

1. County and City shall transfer maintenance responsibilities of their respective roadways on or about August 15, 2012 or when both parties have executed the Agreement whichever occurs later.
2. City shall be responsible for all aspects of 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 be held responsible for the loss of federal funds due to incorrect, improper, late or missing reports, submittals, or correspondence due to FHWA,

East-West Gateway, or the Missouri Department of Transportation (MoDOT) 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. The City shall be wholly responsible for any changes to the project scope or quantities associated costs.
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.

Saint Louis County Department of Highways and Traffic
121 S. Meramec Avenue
St. Louis, MO 63105

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO. 63017

1. This Agreement shall be binding upon the parties hereto, and their successors and assigns. Neither party may mortgage or otherwise assign its right under this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

2. This Agreement may be amended, changed, modified, altered or terminated only by written agreement of County and City.

3. In the event that any actions or proceedings are initiated with respect to this agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above mentioned.

COUNTY OF ST. LOUIS

ATTEST:

By: _____
Charlie A. Dooley, County Executive

County Clerk

Approved:

Director of Highways & Traffic and Public Works

Approved as to legal form:

County Counselor

Approved:

Accounting Officer

CITY OF CHESTERFIELD

ATTEST:

By: _____
Mayor

City Clerk

Approved as to legal form:

City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 201____, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [city], known to me to be the person who executed the foregoing agreement in behalf of said district and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Charlie A. Dooley
County Executive



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

August 14, 2012

Mr. Mike Geisel, P.E.
Director of Parks, Planning and Public Works
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

RE: Ladue Road Exchange and Project Transfer Agreement

Dear Mr. Geisel:

As you know, we are coordinating efforts to transfer maintenance and control of Ladue Road between Olive Road (Missouri Route 340) and Missouri Route 141 to you, in exchange for maintenance and control of South Woods Mill Road between Conway Road south to the Chesterfield/Town and Country City limits.

In conjunction with this we are transferring to the City the Ladue Road Infrastructure Project, Federal Project No. STP-4901 (628). The federal project, upon transfer, will be the City's responsibility to complete in accordance with applicable guidelines.

We have East-West Gateway approval to transfer the Surface Transportation Program funding and project execution responsibility to the City. Attached is the draft agreement that memorializes the road exchange and project transfer. It has been prepared by our staff and reviewed by our County Counselor's office. If we can finalize this agreement, we can proceed to County Council approval and execution by the County Executive and me. Please contact Gus Heck at 314-615-8563, or Mike Bardot at 314-615-8591, if you have comments on these items.

Sincerely,

A handwritten signature in cursive script that reads "Sheryl L. Hodges".

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

SLH:SLS:sjr

cc: Garry W. Earls, P.E., Chief Operating Officer

OK'd by Council
5/7/12
/MBJ

cc: WHITTLE
GEISEL

III. F.

(COLOR COPIES)

Memorandum

Department of Planning, Public Works & Parks

To: Michael G. Herring, CA
From: Mike Geisel, DPPW & P
Date: 3/28/2012
Re: Ladue Road acceptance



The Department of Planning, Public Works and Parks has received the attached correspondence from St. Louis County requesting that the City assume responsibility for Ladue Road within our City Limits. In conjunction with this transfer, the County would accept the remainder of South Woods Mill, that section which is currently maintained by the City of Chesterfield, for County Maintenance. Although St. Louis County will be assuming maintenance responsibilities for the remainder of Woods Mill upon the completion of Route 141, that section of South Woods Mill within our City Limits, from highway 40 northwardly to Conway Road, currently remains a City obligation.

We do not expect that acceptance of Ladue Road will require additional manpower in any area of our operation. Therefore **no increase in personnel is suggested** in conjunction with acceptance of the roadway. This segment of Ladue Road contains 1,200 linear feet of turf median, without irrigation. These medians are maintained privately and will not contribute to our Parks Department maintenance workload.

Directly related to addition of Ladue and as well as the recent acceptance of Schoettler Road, is the need to address the snow removal response for collector roadways as priority routes. Roads such as Ladue and Schoettler are wider, require more frequent attention and consume larger quantities of deicing materials. As such, it is imperative that such roads be addressed with equipment that is heavier and has a larger payload. In this case, we recommend that such routes be addressed with a tandem axle dump truck. As you know, the City has one tandem truck in our fleet. **The cumulative addition of Schoettler Road and Ladue Road necessitates the purchase of a second tandem dump truck, plow and salt spreader.** Typically we replace such trucks on an 8 year interval. A tandem dump truck costs approximately \$145,000 equipped with snow plow and salt spreader. Under the present five year budget scenario, we are scheduled to replace our only existing tandem truck in 2014. **For analysis purposes, the annualized cost for adding the second tandem dump truck is approximately \$18,000.**

In addition to the capital considerations, we would face nominal additional annual operational costs for things such as deicing materials, sign repair/replacements, street sweeping, and related costs. **We project the cumulative annual increase in operating expenditures to be less than \$10,000.**

As evidenced by the attached photographs, [Ladue Road is in a reasonably good condition.] Ladue Road has an asphalt overlay driving surface which was placed due to the extensive deterioration of the underlying pavement. The long term strategy would be to remove and replace the pavement in segments, over time. However, due to the length of the roadway and the overall costs involved, we would typically begin removal and reconstruction at one end, and progress over the period of several years to ultimately complete the entire Chesterfield segment. It is expected, that during this time period, we would likely resurface sections that were not immediately reconstructed with yet another asphalt overlay. [Ladue Road is scheduled for a federally funded \$1.75 million pavement rehabilitation project in 2014 funded by St. Louis County. St. Louis County is willing to assign the \$1.4 million in federal project funding as well as the \$350,000 local match funding as a part of the transfer to the City of Chesterfield.] We would simply prioritize the work segments and incorporate the roadway into our capital reconstruction program. The City of Chesterfield is staffed and equipped to manage the federally funded road project with existing project managers. Ladue Road qualifies for federal transportation funds, therefore we could expect a 20% local match for future long term capital replacement or reconstruction work.

Acceptance of Ladue Road will increase our costs and responsibilities marginally. However, in my opinion, the nature, character, and traffic volumes of Ladue Road are typically associated with local collector roadways and not that of an arterial roadway. Therefore, Council may well determine that it is appropriate to be maintained locally, by the City of Chesterfield. While there are additional costs recognized, it should be readily evident that acceptance of Ladue Road as a locally maintained road is clearly beneficial to level of service and response provided to those residents in the immediate area. Clearly Chesterfield can respond to the care of the roadway in a more expedient and comprehensive manner than St. Louis County.

In summary, if the City were to accept the responsibility for Ladue Road, we would recommend the purchase of one additional tandem truck at an estimated cost of \$145,000 and expect annual operating expenses to increase by less than \$10,000. Accordingly, **I recommend that County's request to transfer responsibility for Ladue Road to the City of Chesterfield be placed on the next Planning and Public Works Committee agenda for discussion and direction.**

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

cc Brian McGownd, Public Works Director \ City Engineer

attachments

OK'd
JYJ
4/1/12

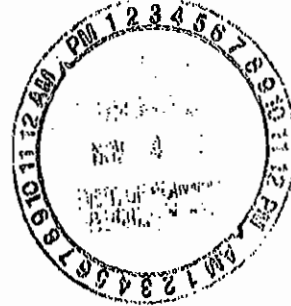
→ P/PW COMMITTEE

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
HIGHWAYS & TRAFFIC
PUBLIC WORKS

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

November 3, 2011



Mr. Brian McGownd, P.E.
Public Works Director/City Engineer
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

RE: Exchange of Maintenance of Ladue Road and South Woods Mill Road

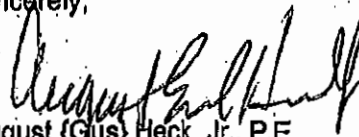
Dear Mr. McGownd:

Saint Louis County Department of Highways and Traffic would like to divest maintenance of the portion of Ladue Road between North Woods Mill Road (Missouri Rte. 141) and Olive Boulevard (Missouri Rte. 340) to the City of Chesterfield. This section of Ladue Road does not serve as an arterial roadway, serving more as a collector primarily for residents of the city of Chesterfield. To help balance the maintenance impact, we offer to take over maintenance of South Woods Mill Road from Conway Road to the city limit boundary between Chesterfield and Town and Country.

We have scheduled our section of Ladue Road for a pavement rehabilitation project in 2014. This project is federally assisted and is on the Surface Transportation Program (STP) Funding Schedule for 2014. The estimated cost of this project is \$1,404,640.00 and the local match is \$351,160.00. The project consists of base repairs, curb ramp modification, damaged curb replacement, mill and asphalt overlay, and sidewalk repairs. We believe it would be best for both parties if the City of Chesterfield assumed control of the project as you would be the owner of the roadway. The local Metropolitan Planning Organization (MPO), East-West Gateway Council of Governments (EWG), will allow the transfer of the project from St. Louis County to the City of Chesterfield. St. Louis County would reimburse the City of Chesterfield the amount of the local match at the completion of the project.

Please feel free to contact me at (314) 615-8563 or GHeck@stlouisco.com, if I can be of further assistance.

Sincerely,


August (Gus) Heck, Jr., P.E.
North/West Area Engineer

AEH:mtb

Mike Geisel

From: Susan Mueller
Sent: Wednesday, December 14, 2011 9:04 AM
To: Mike Geisel
Cc: Brian McGownd
Subject: FW: Ladue Road

Mike - FYI

From: Heck, Gus [mailto:GHeck@stlouisco.com]
Sent: Wednesday, December 14, 2011 8:34 AM
To: Susan Mueller
Subject: FW: Ladue Road

Susan

I have the answer to the question #15. See my comments in **RED** below. The short answer would have been yes, but I didn't want to mislead anyone.



August (Gus) Heck, Jr, P.E.
North and West Area Engineer
Saint Louis County Department of Highways and Traffic
Planning Division
121 South Meramec Avenue, 8th Floor
Saint Louis, Missouri 63105
314-615-8563 Fax 314-615-8156

From: Susan Mueller [mailto:SMueller@chesterfield.mo.us]
Sent: Monday, November 21, 2011 4:50 PM
To: Heck, Gus
Cc: Brian McGownd
Subject: Ladue Road

Good Afternoon Gus –

We are putting together a cost estimate for the annual maintenance of Ladue Road from Olive to Cross Trails Drive. To be sure we are making correct assumptions, Brian asked me to get in touch with you about the County improvement plans for Ladue. We have the following questions;

1. What are the limits of the Ladue improvement project? **Olive to Woods Mill Road.**
2. Is the Ladue improvement project design underway? *No, however, the site was evaluated in 2009 and an estimate of costs has been prepared.*
3. Do the improvements include spot full depth repair and full length mill and overlay? *Yes*

4. Do the improvements include ADA curb ramps at all intersections with sidewalk? *Yes, but only where easements/TSCS will not be required to complete the improvement*
5. How much other sidewalk work is anticipated? *Sidewalk will be repaired where differential settlement/upheaval has occurred due to broken sidewalk slabs or tree roots.*
6. How much storm inlet replacement is anticipated? *Sewer work on County infrastructure projects is limited to repairing existing facilities and adjustments to grade as needed.*
7. Will there be any storm inlet pipe inspection? *Typically no inspection beyond a visual assessment of the inlet structures.*
8. Will there be any storm inlet pipe repair? *Typically inlets will be repaired or adjusted as needed, but no pipe work will be performed.*
9. How will water quality requirements be met for MSD? *Water quality/quantity improvements are not required for maintenance projects.*
10. Does the project include centerline and shoulder striping? *Yes. The roadway will be restriped following the overlay work.*
11. Does St. Louis County currently mow the medians or are they maintained by a private subdivision? ***Maintained by others.***
12. Does St. Louis County currently maintain any street lights or are they maintained privately? ***Maintained by others.***
13. Do the improvement plans include tree removal? *Trees will be removed from the tree lawn when they are causing the sidewalk to fail and the roots cannot be ramped over while meeting ADA sidewalk requirements or when the tree is in poor condition and presents a safety risk should the tree fall.*
14. Do the improvement plans include tree planting? *Not specifically, the adjacent property owner will be offered a tree from our tree planting list for each tree removed, to be placed outside of County Right-of-Way and at least 10' from the sidewalk.*
15. In exchange for City maintenance of Ladue from Olive to Cross Trails, would the County maintain S. Woods Mill from Brooking Park to Conway Springs? ***Saint Louis County would take over maintenance of S. Woods Mill from Conway Road south to the Chesterfield/Town & Country City Limits. Saint Louis County will take over maintenance of S. Woods Mill and Old Woods Mill from Olive (Mo. 340) to Conway when MoDOT completes the current Mo. Route 141 Project. This would include the section from Brooking Park to Conway.***

I would like to call you Tuesday, Nov 22 to discuss if you will be in the office. Please let me know what time you would be available. Thanks, Sue

Susan Mueller
Principal Engineer

City of Chesterfield
Dept of Planning and Public Works
690 Chesterfield Parkway West
Chesterfield, MO 63017

Office phone 636-537-4757
Cell phone 314-680-9806

Ladue Road
3-28-2012

























