

1st Reading:
2nd Reading:

SPONSOR: HUELS

ORDINANCE NO. ____

BILL NO. 22-07

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MULTI-USE TRAIL APPROACHES INTERGOVERNMENTAL COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF FENTON, MISSOURI, THE CITY OF KIRKWOOD, MISSOURI, AND THE CITY OF SUNSET HILLS, MISSOURI.

WHEREAS, as part of the Missouri Highways and Transportation Commission’s (the “Commission”) construction of the new Interstate 44 bridges over the Meramec River immediately west of Interstate 270 described as Job Number J613029, a designated multi-use trail bridge has been constructed by the Commission crossing the Meramec River; and

WHEREAS, associated with the construction of the multi-use trail bridge being constructed by the Commission, public improvements designated as Route I-44, St. Louis County, Job No. J613029B will consist of constructing multi-use trail connections to the multi-use trail bridge; and

WHEREAS, Sunset Hills has entered into a certain Cost Apportionment Agreement with the Commission to provide for the construction and payment for the construction of the multi-use trail connections on the east and west sides of the Meramec River, and pursuant to said Cost Apportionment Agreement, the Commission is constructing the multi-use trail approaches shown on the sketches attached hereto as Exhibit A to Exhibit 1 and incorporated herein by reference; and

WHEREAS, the cities recognize the regional benefit of the multi-use trail bridge and the multi-use trail approaches and it is the desire of the cities to maintain the multi-use trail approaches and related improvements to provide access to the multi-use trail bridge over the Meramec River; and

WHEREAS, the cities are authorized pursuant to Section 79.220 RSMo. to enter into intergovernmental cooperative agreements for public improvements and common services; and

WHEREAS, the cities desire to enter into a Multi-Use Trail Approaches Intergovernmental Cooperative Agreement expressing their mutual understanding and agreement as to their respective obligations to maintain the multi-use trail approaches and related improvements to provide access to the multi-use trail bridge over the Meramec River.

ORD. NO. ____

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NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City, a Multi-Use Trail Approaches Intergovernmental Cooperative Agreement, by and between the City of Fenton, Missouri, the City of Kirkwood, Missouri, and the City of Sunset Hill, Missouri, in substantially the form of Exhibit 1 attached hereto and incorporated herein by reference.

Section 2. This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED this 24th day of February, 2022.

BOB BRASSES, MAYOR

APPROVED 24th day of February, 2022.

BOB BRASSES, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

ORD. NO. ____

EXHIBIT 1

MULTI-USE TRAIL APPROACHES INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the City of Kirkwood, Missouri (“Kirkwood”), the City of Fenton, Missouri (“Fenton”), and the City of Sunset Hills, Missouri (“Sunset Hills”) (collectively, the “Cities”).

WHEREAS, as part of the Missouri Highways and Transportation Commission’s (the “Commission”) construction of the new Interstate 44 bridges over the Meramec River immediately west of Interstate 270 described as Job Number J613029, a designated multi-use trail bridge has been constructed by the Commission crossing the Meramec River;

WHEREAS, associated with the construction of the multi-use trail bridge being constructed by the Commission, public improvements designated as Route I-44, St. Louis County, Job No. J613029B will consist of constructing multi-use trail connections to the multi-use trail bridge;

WHEREAS, the Sunset Hills has entered into a certain Cost Apportionment Agreement with the Commission to provide for the construction and payment for the construction of the multi-use trail connections on the east and west sides of the Meramec River, and pursuant to said Cost Apportionment Agreement, the Commission is constructing the multi-use trail approaches shown on the sketches attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Cities recognize the regional benefit of the multi-use trail bridge and the multi-use trail approaches and it is the desire of the Cities to maintain the multi-use trail approaches and related improvements to provide access to the multi-use trail bridge over the Meramec River; and

WHEREAS, the Cities desire to enter into an agreement expressing their mutual understanding and agreement as to their respective obligations to maintain the multi-use trail approaches and related improvements to provide access to the multi-use trail bridge over the Meramec River.

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

- (1) **Maintenance of Multi-Use Trail Approaches:** The Cities agree to share in the responsibilities for the maintenance of the multi-use trail approaches. The Cities

agree to maintain the east and west multi-use trail approaches, including the parking area at the eastern trail approach, including trash removal, repairs of damaged items, snow plowing, storm water detention areas (follow BMP's identified by MSD, inspections, etc.) and overall cleanup of the multi-use trail approaches.

Responsible for all maintenance items
City of Kirkwood and City of Sunset Hills – East Approach
City of Sunset Hills – January – June 31
City of Kirkwood – July 1 – December 31
City of Fenton – West Approach

Actual Pedestrian Bridge Crossing Schedule:

-January – April	City of Fenton
-May – August	City of Kirkwood
-September – December	City of Sunset Hills

*After construction of the multi-use trail approaches is completed, as of January 1st of every year, the Cities will rotate the months for which each City is responsible for maintenance of the multi-use trail (bridge portion).

The Cities shall not seek reimbursement from the other Cities for the cost of routine maintenance, including trash removal minor repairs of damaged items, snow plowing and overall clean up during the four-month period such City is responsible for maintaining the multi-use bridge portion approaches.

- (2) **Repairs to equipment/trail approaches amenities/asphalt:** The Cities agree to share equally in the expenses incurred for repairs to the multi-use trail approaches. Designated representatives of each of the Cities shall meet semi-annually to discuss necessary repairs and anticipated costs of the repairs. Each of the Cities shall budget sufficient funds to pay for one-third of necessary repairs to the multi-use trail approaches, including the parking area at the eastern trail approach.
- (3) **Contracted work:** The Cities may determine whether necessary repairs to the multi-use trail approaches can be performed by one of the three Cities' City staff or should be contracted out to a private contractor. All three Cities must agree on any contracted work on either of the multi-use trail approaches before expenses will be paid.
- (4) **Bridge cleanup:** For the months identified above, the particular City will also clean the multi-use trail along the bridge to remove any trash/debris and will report any potential damages to the bridge to the Cities, the Commission and Great Rivers Greenway.
- (5) **Storm water retention areas:** East side retention area will be under direct

maintenance of the Cities of Sunset Hills and Kirkwood; and the West side area will be under direct maintenance of the City of Fenton. BMP will be utilized for both areas. Responsible for inspections, etc.

- (6) **Insurance/liability:** The Cities shall each obtain and maintain property and general liability insurance on the multi-use trail approaches to protect and defend the Cities from liability for any claim arising out of the negligent or deficient design, construction, maintenance, use or inspection of the trail. Such insurance protection of the parties shall be in the minimum limits of Five Hundred Thousand Dollars (\$500,000) per person and Three Million Dollars (\$3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.610 RSMo). If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, all parties shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from to all parties. The maintaining of such insurance is not intended to waive or limit any of the Cities protection under sovereign immunity.
- (7) **Additional Named Insured:** Each of the Cities shall be named as an “insured” or “additional named insured” in each such insurance policy.
- (8) **Duration of Insurance:** The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the Commission begins construction of the multi-use trail approaches, and for as long as that trail and trail approaches remain open for public use. Upon request, each City shall provide to the other Cities a copy of a certificate of insurance, showing that such insurance is in effect. In the event any City receives notice of a claim arising out of an alleged injury or damage to property occurring on the multi-use bridge approaches, such City shall notify the other Cities of the claim. .
- (9) **Flood Clean Up:** The Cities agree that in the event of a flood that requires significant cleanup activities on the multi-use trail approaches that all three Cities shall work together to commit necessary resources to promptly address such maintenance and cleanup activities.
- (10) **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 of Fenton on _____(DATE).

Executed by the City of Kirkwood on _____(DATE).

Executed by the City of Sunset Hills on _____(DATE)

THE CITY OF SUNSET HILLS, MISSOURI

By: _____

Title _____

Attest: (SEAL)

By: _____

Title: _____

THE CITY OF KIRKWOOD, MISSOURI

By: _____

Title _____

Attest: (SEAL)

By: _____

Title: _____

THE CITY OF FENTON, MISSOURI

By: _____

Title _____

Attest: (SEAL)

By: _____

Title: _____