

ORDINANCE #69107
Board Bill No. 224

An ordinance, recommended by the Board of Public Service, authorizing and directing the execution of a Cooperation Agreement between the City of St. Louis ("City"), by and through its Board of Public Service, and the Metropolitan Park And Recreation District, doing business as The Great Rivers Greenway District, ("GRG") to coordinate and jointly support multiple Transportation and Recreation Improvement Projects and Initiatives; authorizing the execution of documents necessary to comply with the intent of this Ordinance and carry out, comply with, and perform the City's duties with respect to such Cooperation Agreement; containing a severability clause; and containing an emergency clause.

WHEREAS, GRG and the City desire to enter into a Cooperation Agreement by which GRG and the City will coordinate and jointly support four (4) Transportation and Recreation Improvement Projects and Initiatives in substantially the form attached hereto and incorporated by reference herein as Exhibit 1 with its attached Exhibit A;

WHEREAS, GRG and the City will benefit from each of the Transportation and Recreation Improvement Projects and Initiatives through the implementation of multi-use trail facilities and related improvements;

WHEREAS, the City Board of Alderman hereby finds that the terms of this Cooperation Agreement are acceptable and that the execution, delivery, and performance by the City and GRG of their respective obligations under the Cooperation Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The City, by and through the Board of Public Service, is hereby authorized and directed to enter into and execute a Cooperation Agreement with GRG to coordinate and jointly support four (4) Transportation and Recreation Improvement Projects and Initiatives in substantially the form attached hereto and incorporated by reference herein as Exhibit 1 with its attached Exhibit A.

SECTION TWO. Further Authority. The City and the officers, aldermen, officials, agents and employees of the City are hereby authorized and directed to take any and all actions to execute and deliver any and all additional documents, certificates, agreements and instruments as may be necessary and appropriate in order to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Cooperation Agreement.

SECTION THREE. Severability. If any provision of this Ordinance shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION FOUR. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an emergency within the meaning of Sections 19 and 20 of Article IV of the Charter of the City and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT 1
COOPERATION AGREEMENT
FOR MULTIPLE TRANSPORTATION IMPROVEMENT PROJECTS

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the **METROPOLITAN PARK AND RECREATION DISTRICT**, doing business as The Great Rivers Greenway District (hereinafter "**GRG**") and the **CITY OF ST. LOUIS, MISSOURI** (hereinafter "**CITY**"), by and through its Board of Public Service.

WHEREAS, **GRG** and the **CITY** wish to enter into an Agreement by which **GRG** and the **CITY** will coordinate and jointly support four (4) Transportation and Recreation Improvement Projects and Initiatives in accordance with provisions described and outlined in Exhibit A (attached hereto and made a part hereof).

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement including the attached Exhibit A, the parties hereto agree as follows:

1. **Representations of GRG.** GRG represents, warrants, and covenants to the CITY as follows:
 - (a) GRG is a political subdivision duly created and existing under and pursuant to the laws of the State of Missouri.
 - (b) GRG has full power and authority to enter into this Agreement and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this Agreement by its duly authorized officers.
 - (c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which GRG is now a party or by which GRG is bound.
 - (d) All public improvements constructed in conjunction with projects listed in Exhibit A shall remain the sole property of the CITY.
2. Representations of the CITY. The CITY represents, warrants, and covenants to GRG as follows:
 - (a) The CITY is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution, and laws of the State of Missouri
 - (b) The CITY has power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by its duly authorized officers.
 - (c) The execution and delivery of this Agreement will not conflict with or constitute a breach of or default under the laws applicable to the CITY, its ordinances or any bond, debenture, note or other evidence of indebtedness of the CITY or any contract, agreement or lease to which the CITY is a party or by which it is bound.
 - (d) The CITY shall issue permits for all of the projects listed in Exhibit A, as necessary, provided that GRG meets the terms and conditions of all CITY requirements.
3. **Assignments.** Neither party may mortgage or otherwise assign its right under this Agreement without the written consent of the other.
4. **GRG Obligations.** GRG agrees to provisions described and outlined in Exhibit A, (attached hereto and made a part hereof).
5. **CITY Obligations.** CITY agrees to provisions described and outlined in Exhibit A, (attached hereto and made a part hereof).
6. **Publicity.** It is the intent of the parties that the projects included in Exhibit A be and become an integral part of the park system of the CITY. As such, the CITY will include in any press releases or other public CITY about the projects the words, "Funding for this project was provided in part by The Great Rivers Greenway District."
7. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by mutual, written agreement of GRG and the CITY.
8. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with GRG or the CITY, shall be in writing and shall be given or filed in the manner and at the addresses specified below. Any such notices, request, complaint, demand or other communication shall also be given in writing to counsel for each party at the address specified below.

Metropolitan Park and Recreation District,
d/b/a The Great Rivers Greenway District
1000 St. Louis Union Station, Suite 102
St. Louis, MO 63103
Attention: Susan Trautman
Telephone: (314) 436-7009
Fax: (314) 436-8004

Crotzer & Ormsby
130 South Bemiston, Suite 300
Clayton, MO 63105
Attention: Darold E. Crotzer, Jr.
Telephone: (314) 726-3040
Fax: (314) 726-5120

Department of the President
Board of Public Service
CITY Hall, Room 305
1200 Market Street
St. Louis, MO 63103
Attention: Mr. Richard T. Bradley, P.E.
Telephone: (314) 589-4143
Fax: (314) 622-4028

- 9. **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 22nd Judicial Circuit Court in the **CITY** of St. Louis, Missouri.
- 10. **Law of Missouri to Govern.** This Agreement shall be construed according to the laws of the State of Missouri. **GRG** shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- 11. **No Interest.** By contributing to the cost of this project or improvement, **GRG** gains no interest in the improvements whatsoever. The **CITY** shall not be obligated to keep the constructed improvements in place if the **CITY**, in its sole discretion, determines removal or modification of the improvements is in the best interests of the **CITY**, however, the **CITY** shall comply with the provisions specified in Exhibit A
- 12. **Acknowledgement of Proper Appropriation/Funding.** The **CITY** and **GRG** acknowledge and agree that this Agreement and the four (4) Transportation and Recreation Improvement Projects and Initiatives listed in Exhibit A are subject to the availability and appropriation of federal, state, local, and other funds, as applicable.
- 13. **Termination.** The **CITY** may terminate this Agreement at any time, with or without cause, and without penalty or recourse. Termination shall be effective pursuant to the terms of written notification of termination sent or otherwise transmitted by **CITY** to **GRG**.
- 14. **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.

[The rest of this page is intentionally left blank.]

IN WITNESS, WHEREOF, **GRG** and **CITY** have caused this AGREEMENT to be made and effective and executed by their respective authorized officials.

**GREAT RIVERS GREENWAY
DISTRICT (“GRG”)**

THE CITY OF ST. LOUIS (“CITY”)
by and through its Board of Public Service

Executive Director

Date

President,
Board of Public Service

Date

The foregoing AGREEMENT was approved by the Board of Public Service on:

Secretary,
Board of Public Service

Date

APPROVED AS TO LEGAL FORM ONLY:

CITY Counselor,
CITY of St. Louis

Date

COUNTERSIGNED:

Comptroller,
CITY of St. Louis

Date

ATTEST:

Register,
CITY of St. Louis

Date

EXHIBIT A

GRG AND CITY OF ST. LOUIS PARTNERSHIP PROJECTS

1) Wellington Avenue Bridge Project (Approved by Ordinance 65099)

- CITY to construct a new ten (10) foot wide concrete sidewalk (future multi-use trail) north of the Wellington Bridge on the west side of Ellendale Avenue between Wellington Court and St. James Square. Sidewalk will function as a future extension of the GRG Deer Creek/River des Peres Greenway Project providing a connection to Forest Park (River des Peres Greenway – Phase 6).
- GRG to contribute Five Hundred Thousand Dollars (\$500,000.00) toward the local match for the Wellington Avenue Bridge Project – BRM-STP-5420 (610). GRG to provide a check made out to the “Treasurer, City of St. Louis” by December 31, 2011. Should the CITY not construct the Wellington Bridge Project within three (3) years of the execution of this Agreement, the CITY will reimburse GRG Five Hundred Thousand Dollars (\$500,000.00), subject to proper appropriation by the CITY.
- CITY agrees to not close, restrict, or demolish the GRG multi-use trail in such a manner as to render the trail inoperable within the proximity of the Wellington Bridge Project prior to January 1, 2050, unless the removal or modification of the trail is in the best interests of the CITY. In the event the CITY renders the trail inoperable prior to January 1, 2050, The CITY will reestablish the trail in an alternate location mutually acceptable to GRG and the CITY at the CITY’s expense, subject to proper appropriation by the CITY..
- City of St. Louis Board of Public Service, Parks and Street Departments will continue to coordinate with GRG

and GRG's engineering consultants to develop a mutually agreeable extension of the GRG Deer Creek/River des Peres Greenway Project from Wellington Bridge to Forest Park (River des Peres Greenway – Phase 6).

- Subject to proper legislative approval of the CITY, CITY to enter into a mutually agreed upon Cooperation Agreement with GRG for the Construction and Maintenance of the River des Peres Greenway – Phase 6.

2) River des Peres Greenway – Phase 5 (Gravois to Lansdowne)

- City of St. Louis Board of Public Service, Parks and Street Departments will continue to coordinate with GRG and GRG's engineering consultants to develop design plans.
- Subject to proper legislative approval of the CITY, CITY to enter into a mutually agreed upon Cooperation Agreement with GRG for the Construction and Maintenance of the River des Peres Greenway – Phase 5.
- CITY conceptually agrees to allow GRG to paint the exterior bridge girders of the River des Peres Boulevard Overpass at Chippewa Street as an entry feature for the River des Peres Greenway. GRG shall apply for and obtain necessary BPS permits prior to execution of painting project.

3) Oakland Avenue Bicycle Improvements (Macklind to Forest Park Tunnel)

- City of St. Louis Board of Public Service, Parks and Street Department will work with GRG and GRG's engineering consultants to develop plans for pavement markings, signage, and multi-use path modifications to improve the safety and accessibility for bicyclists and pedestrians utilizing Oakland Avenue to access the Forest Park Tunnel.
- GRG and GRG's engineering consultants will coordinate with the Forest Park Advisory Board to obtain necessary approvals for any proposed improvements within the jurisdiction of Forest Park.
- Subject to proper legislative approval of the CITY, CITY to enter into a mutually agreed upon Cooperation Agreement with GRG for the City of St. Louis Street Department to install pavement markings and associated work on Oakland Avenue.

4) Carondelet Park Connector (Germania at I-55 to Carondelet Park)

- City of St. Louis Board of Public Service, Parks and Street Departments will continue to work with GRG and GRG's engineering consultants to develop design plans to construct a new multi-use path from Germania at River des Peres to Carondelet Park.
- CITY will continue to coordinate with the Union Pacific Railroad Company (UP) and Missouri Department of Transportation (MoDOT) to facilitate the incorporation of a multi-use path adjacent to and within the UP and MoDOT rights-of-way as necessary.
- Subject to proper legislative approval of the CITY, CITY agrees to enter into a mutually agreed upon Cooperation Agreement with GRG for the Construction and Maintenance of the Carondelet Park Connector (Germania at I-55 to Carondelet Park).

Approved: March 19, 2012