



LYDA KREWSON  
MAYOR

# City of St. Louis

DEPARTMENT OF THE PRESIDENT  
BOARD OF PUBLIC SERVICE  
1200 MARKET STREET, ROOM 305  
ST. LOUIS, MISSOURI 63103-2806  
(314) 622-3535



RICHARD T. BRADLEY, P.E.  
PRESIDENT

March 30, 2021

Honorable Board of Public Service  
St. Louis, Missouri

Dear Honorable Board Members:

Transmitted herewith for approval is the **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE METROPOLITAN PARK AND RECREATION DISTRICT D/B/A THE GREAT RIVERS GREENWAY DISTRICT AND THE CITY OF ST LOUIS.**

The purpose of this MOU is to affirm the intent of the parties to work together with respect to the future design, construction and maintenance of approximately 20 miles of the Brickline Greenway within the City of St. Louis.

It is recommended the Honorable Board approve this Memorandum of Agreement.

Respectfully submitted,

Richard T. Bradley, P.E.  
President  
Board of Public Service

RTB:df

APPROVED BY THE  
BOARD OF PUBLIC SERVICE

MAR 30 2021  
  
SECRETARY

300034

**MEMORANDUM OF UNDERSTANDING:  
BRICKLINE GREENWAY**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into the 1<sup>st</sup> day of April, 2021 by and between the Metropolitan Park and Recreation District d/b/a the Great Rivers Greenway District (hereinafter “**DISTRICT**”) and the City of St. Louis, Missouri (hereinafter “**CITY**”).

**WHEREAS, DISTRICT** is engaged in developing and constructing a series of trails in the City of St. Louis, Missouri;

**WHEREAS,** these parties have previously worked together to develop trails within the boundaries of the **CITY**;

**WHEREAS, DISTRICT** intends to study the feasibility of multiple different alignment options for construction of approximately 20 miles of the Brickline Greenway within the **CITY** (the “Greenway”) as generally depicted on **Exhibit A**; and

**WHEREAS, DISTRICT** thereafter intends to construct the Greenway and **CITY** intends to support **DISTRICT’S** construction of the same.

**NOW THEREFORE, DISTRICT** and **CITY** agree that their respective intentions are as follows:

1. Purpose; Joint Intentions.

- a. The purpose of this MOU is to affirm the intent of the parties to work together with respect to the future design, construction and maintenance of the Greenway.

2. District Intentions.

- a. **DISTRICT** intends to complete feasibility studies; corridor plans; site design and engineering; and community engagement of the alignment options for the Greenway at **DISTRICT’S** cost and expense.

- b. **DISTRICT** intends to build portions of the Greenway within public rights-of-way owned by **CITY** and will coordinate planning, design and construction thereof with **CITY**.
- c. **DISTRICT** intends to provide and/or facilitate funding for the cost of constructing the Greenway.
- d. **DISTRICT** intends to collaborate with **CITY** to develop an ownership and operating structure, maintenance plan, capital repair plan, and funding mechanism to support the long-term care of the Greenway.
- e. **DISTRICT** intends to invite **CITY** representatives to participate in meetings associated with the planning, design, agency coordination, permitting, and construction of the Greenway and any associated trailhead amenities. **DISTRICT** intends to invite additional **CITY** staff to such meetings where appropriate.
- f. **DISTRICT** intends to coordinate with other governmental agencies, utilities, and private organizations including, but not limited to, the Missouri Department of Transportation (MoDOT), Missouri Department of Conservation (MDC), Missouri Department of Natural Resources (MDNR), the United States Army Corps of Engineers (USACE), the Federal Emergency Management Agency (FEMA), Metropolitan Sewer District (MSD), Ameren Missouri, Spire Inc., Bi-State Development Agency of the Missouri-Illinois Metropolitan District (BDA), and various Class-I railroads and other utilities, as necessary, in connection with construction of the Greenway.
- g. **DISTRICT** intends to coordinate with **CITY** on future funding requests through federal, state and other grant programs for Greenway projects within the City of St.

Louis.

3. City Intentions.

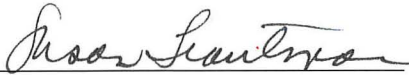

- a. **CITY** intends to enter into future binding agreements with **DISTRICT** to facilitate construction of the Greenway and projects related thereto, subject to future negotiation and upon terms and conditions to be determined.
- b. **CITY** intends to provide technical assistance through its various agencies to **DISTRICT** to facilitate necessary reviews, approvals and permits required for Greenway design and construction.
- c. **CITY** intends to coordinate with **DISTRICT** for the planning, scheduling and design of construction of portions of the Greenway within public rights-of-way owned by **CITY**.
- d. **CITY** intends to collaborate with **DISTRICT** to develop an ownership and operating structure, maintenance plan, capital repair plan, and funding mechanism to support the long-term care of the Greenway.
- e. **CITY** intends to coordinate with **DISTRICT** on future funding requests through federal, state and other grant programs for projects sharing and/or connecting to the proposed Greenway alignments.

4. Miscellaneous.

- a. This MOU is intended as a statement of intent only. Notwithstanding anything to the contrary in this MOU, none of the provisions of this MOU shall be construed or deemed to be legally binding and an enforceable agreement to pursue the transactions contemplated hereby, unless and until such transactions are authorized by law and have been approved by the appropriate governing bodies.

*[Signature page follows]*

**WHEREFORE**, the parties have set their hands the day and date first above written.

<p><b><u>DISTRICT</u></b></p> <p>The Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</p> <p>By: <u></u> Susan Trautman Chief Executive Officer</p>	<p><b><u>CITY</u></b></p> <p>City of St. Louis, Missouri</p> <p></p> <p>By: <u>Richard T. Bradley, P.E.</u> Title: <u>President</u> <u>Board of Public Service</u></p>
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Approved as to Form:

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Husch Blackwell LLP

EXHIBIT A:  
POTENTIAL LOCATION OF BRICKLINE GREENWAY

