

BILL NO. 2749

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ST. LOUIS COUNTY AND THE CITY OF CHESTERFIELD REGARDING THE MAINTENANCE OF MEDIAN AREAS ON CHESTERFIELD PARKWAY WEST**

WHEREAS, St. Louis County owns and maintains Chesterfield Parkway West

WHEREAS, the City of Chesterfield wishes to maintain certain median areas on Chesterfield Parkway West in order to plant and maintain flowers, grasses shrubs and trees to improve the appearance of the medians; and

WHEREAS, the City of Chesterfield and St. Louis County wish to enter into an agreement to allow the City of Chesterfield to maintain certain median areas.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** The City Council of the City of Chesterfield hereby authorizes the Mayor to enter into an Intergovernmental Agreement with St. Louis County in accordance with the Intergovernmental Agreement marked "Exhibit A" attached hereto and made a part hereof relative to the design, construction, improvement and maintenance of certain median areas on Chesterfield Parkway West.

**Section 2.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: \_\_\_\_\_

**AN AGREEMENT BETWEEN ST. LOUIS COUNTY  
AND THE CITY OF CHESTERFIELD  
REGARDING MAINTENANCE OF MEDIAN AREAS ON CHESTERFIELD  
PARKWAY WEST**

THIS AGREEMENT is entered into by the City of Chesterfield (“CITY”) and the St. Louis County (“COUNTY”).

WITNESSETH:

WHEREAS, the COUNTY owns and maintains Chesterfield Parkway West, and

WHEREAS, the CITY wishes to maintain certain median areas on Chesterfield Parkway West, from I-64 to Olive Boulevard and from I-64 to Fontaine Drive, and only that area behind the back of curb in the medians, and shown on Exhibit A, and

WHEREAS, in connection with the median areas on Chesterfield Parkway West, from I-64 to Olive Boulevard and from I-64 to Fontaine Drive, hereafter (LANDSCAPED MEDIANS), and for the purpose of planting and maintaining of flowers, ornamental grasses, shrubs, trees, and the placing of mulches, fertilizers, and weed and pest control poisons, and the installation of irrigation improvements; and

WHERE AS, the CITY wishes to maintain the area between the back of curb and the front of the sidewalk, hereafter (TREELAWNS) along the same sections of Chesterfield Parkway West, from I-64 to Olive Boulevard and from I-64 to Fontaine Drive, as contains the LANDSCAPED MEDIANS; and

WHEREAS, the CITY and the COUNTY wish to enter into an Agreement reflecting their respective rights and obligations as it relates to the LANDSCAPED MEDIANS and TREELAWNS;

(1) SCOPE OF WORK – The general location of the LANDSCAPED MEDIANS and TREELAWNS are shown on “Exhibit A” and made part of this Agreement.

(2) COUNTY REPONSIBILITY - The COUNTY has agreed to perform the following for this agreement:

- a. COUNTY will remove all trees and shrubs from the LANDSCAPED MEDIANS at a time mutually agreed to by COUNTY AND CITY.
- b. Replace slabs of concrete pavement and curbing of Chesterfield Parkway West which have been removed to facilitate installation of irrigation conduit, which slabs and curbing have been previously identified by COUNTY forces as being in need of repair. CITY shall replace those slabs and curbing, NOT previously identified by COUNTY as being in need of repair, which have been removed to facilitate installation of irrigation conduit. All irrigation

installation and pavement removal and replacement work by the CITY within the COUNTY right of way will require an approved permit(s) from the COUNTY.

- c. The COUNTY will continue to maintain the sidewalk, pavement, paved approaches, traffic signage, traffic signal equipment, and curbs within the right-of-way on Chesterfield Parkway West. St. Louis County will continue to maintain permit authority over the entire right-of-way of Chesterfield Parkway West.
- d. COUNTY will review landscape design and concept plans for the LANDSCAPED MEDIANS, prepared by an agent of the CITY, in a timely manner. The COUNTY will not withhold comments or approvals with undue delay to the approval or progress of the plans.

(3) CITY RESPONSIBILITY - The CITY has agreed to perform the following for this agreement:

- a. REVIEW/PERMITS – The landscape design professional hired by the CITY, hereafter (CONSULTANT), or the CITY shall submit plans to the COUNTY for review regarding those LANDSCAPED MEDIAN and TREELAWN improvements and plantings that are located within the COUNTY’S right-of-way. The CONSULTANT or CITY shall secure all necessary approvals and permits from the COUNTY regarding the improvements that are located within the COUNTY’S right-of-way. COUNTY’S approval of such plans shall not be unreasonably withheld.
- b. MAINTENANCE of MEDIANS and TREELAWN – The CITY agrees to maintain the areas of the medians shown in “Exhibit A”, including all of the improvements constructed as part of the LANDSCAPED MEDIANS, which are located within the COUNTY’S right-of-way. If an unsafe condition, sight hazard, pollution/water quality concern, or air quality concern is determined to be caused by a planting, established flora, grading, erosion, irrigation or maintenance operation related to the LANDSCAPED MEDIAN or TREELAWN, the CITY shall correct such condition within a reasonable amount of time after notification by the COUNTY. If the CITY does not correct the conditions within a reasonable amount of time, the COUNTY reserves the right to take such action necessary to correct the problem and charge the CITY for the full cost of labor, equipment, and materials necessary to perform the corrective work. The CITY shall immediately correct any pavement deterioration or road hazard caused by failure, breakage, leak or misuse of the irrigation system of the LANDSCAPED MEDIANS and TREELAWN. Any such repair work within the St. Louis County right-of-way will require a permit from St. Louis County.

The CITY agrees to maintain the TREELAWN areas of Chesterfield Parkway West, from I-64 to Olive Boulevard and from I-64 to Fontaine Drive, between the right-of-way and the back of curb, excluding the sidewalk, paved approaches, and drainage structures. In those areas without sidewalk the CITY shall maintain the TREELAWN between the right-of-way line and the back of curb. Any COUNTY maintained improvements in the TREELAWN damaged by CITY work or CITY plantings will be repaired or replaced within

a reasonable amount of time at CITY's expense. Any areas currently maintained by the CITY under St. Louis County Ordinance No. 22,106 shall continue to be maintained by the CITY.

- c. Existing or normal deterioration of COUNTY maintained improvements will not be the responsibility of the CITY. The condition of COUNTY improvements shall be verified jointly by CITY and COUNTY before any work by the CITY shall begin.
- d. CITY will provide an updated copy of the landscape improvement plans and irrigation improvement plans containing locations of all underground improvements to the COUNTY Department of Highways & Traffic and Public Works Operations Division. CITY agrees to locate these underground improvements when requested by COUNTY.
- e. City will be allowed to install and/or maintain black sign posts at the ends of the LANDSCAPED MEDIANS. The signposts will accept and display "Keep Right" signs installed by COUNTY. CITY understands and agrees COUNTY will install typical galvanized signposts to replace knockdowns. CITY will be responsible for replacing and/or painting these galvanized posts with black signposts. The displayed signs will be reinstalled at the proper MUTCD height and per COUNTY standards.

- (4) FEDERAL, STATE AND COUNTY LAWS – This Agreement shall not be construed so as to conflict with or supersede or otherwise limit any applicable law, rule, or regulation of the government of the United States, State of Missouri, or the COUNTY.
- (5) EXISTING AGREEMENTS – Nothing in this agreement shall abrogate or subrogate the existing agreement with the CITY, established by County Ordinance No. 22,106, City of Chesterfield Pathway On The Parkway, as it relates to CITY responsibility to maintain all sidewalk, street lighting, bicycle path/pedestrian way, and landscaping constructed under that agreement.
- (6) SEVERABILITY – The captions included in this Agreement are used for the purposes of convenience only and shall not be construed as limiting or otherwise affecting the Agreement itself. In the event any portion of this Agreement shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof. The Agreement shall remain in effect until both parties execute an instrument of Dissolution of Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each party and shall be operative and in effect as to each party as of the date last written below.

**IN WITNESS WHEREOF**, the parties have entered into this Contract on the date last written below:

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF** CHESTERFIELD

**SAINT LOUIS COUNTY, MISSOURI**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**County Executive**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**


\_\_\_\_\_  
**Administrative Director**

**APPROVED:**

\_\_\_\_\_  
**Accounting Officer**

**APPROVED AS TO LEGAL FORM:**

**APPROVED:**

  
\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_  
**Director, Department of Highways and Traffic**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**County Counselor**