

BILL NO. 2062

ORDINANCE NO. 1845

**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHESTERFIELD AND ST. LOUIS COUNTY RELATIVE TO THE PATHWAY ON THE PARKWAY.**

**WHEREAS**, the City of Chesterfield has obtained a Transportation Enhancement Grant, administered by the East-West Gateway Coordinating Council, for the development of what is to be known as the Pathway on the Parkway; and

**WHEREAS**, said Pathway on the Parkway is to include the construction of sidewalks, bicycle paths/pedestrian ways, additional landscaping, streetlights; the installation of bus shelters, bicycle racks, trash cans, park benches, "Share the Road" signs, crosswalks; and improvements to the existing traffic signals regarding the addition of pedestrian signals, all along various sections of Chesterfield Parkway West and Chesterfield Parkway East; and

**WHEREAS**, said project has been partially funded by a Transportation Enhancement Grant, administered by the East-West Gateway Coordinating Council, and additional funding for portions of the project are also coordinated with St. Louis County, Missouri; and

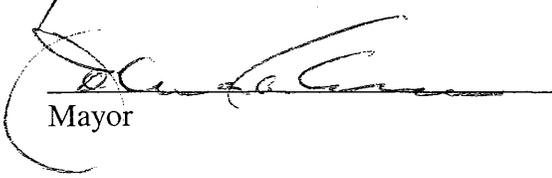
**WHEREAS**, the City of Chesterfield and St. Louis County, Missouri wish to enter into an agreement reflecting their respective financial contributions and their respective maintenance agreements as it relates to the Pathway on the Parkway.

**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 City Administrator to execute the agreement for cooperation in funding and maintenance of the "Pathway on the Parkway" in accordance with the terms and conditions as set forth in the agreement as marked "EXHIBIT A" and made a part hereof as if fully set out herein.

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

Passed and approved this 6<sup>th</sup> day of May, 2002.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

SAINT LOUIS COUNTY  
MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the City of Chesterfield (“CITY”) and the County of Saint Louis (“COUNTY”) pursuant to the Saint Louis County Revised Ordinance.

WITNESSETH:

WHEREAS, the City of Chesterfield has obtained a Transportation Enhancement Grant, administered by the East-West Gateway Coordinating Council, for the development of what is to be known as the Pathway on the Parkway; and

WHEREAS, said Pathway on the Parkway is to include the construction of sidewalks, bicycle paths/pedestrian ways, additional landscaping, streetlights; the installation of bus shelters, bicycle racks, trash cans, park benches, “Share the Road” signs, crosswalks; and improvements to the existing traffic signals regarding the addition of pedestrian signals, all along various sections of Chesterfield Parkway West and Chesterfield Parkway East; and

WHEREAS, said project has been partially funded by a Transportation Enhancement Grant, administered by the East-West Gateway Coordinating Council, and additional funding for portions of the project are also coordinated with St. Louis County, Missouri; and

WHEREAS, the City of Chesterfield and St. Louis County, Missouri wish to enter into an agreement reflecting their respective financial contributions and their respective maintenance agreements as it relates to the Pathway on the Parkway.

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

- (1) PURPOSE – It is the intent of this Agreement to provide for the responsibilities and obligations of both the COUNTY and the CITY with respect to the Pathway on the Parkway Project (“PROJECT”).
- (2) SCOPE OF WORK – The general location of the PROJECT is shown on an attached sketch marked “Exhibit A” and made part of this Agreement. The PROJECT consists of the construction of sidewalks, bicycle paths/pedestrian ways, additional landscaping, streetlights; the installation of bus shelters, bicycle racks, trash cans, park benches, “Share the Road” signs, crosswalks; and improvements to the existing traffic signals regarding the addition of pedestrian signal, all along various sections of Chesterfield Parkway West and Chesterfield Parkway East.

- (3) COST OF PROJECT – The project is estimated to cost approximately \$1,300,000.00.
- (4) FUNDING – The COUNTY will contribute \$80,000 to the project. The CITY, utilizing a Transportation Enhancement Grant awarded by East-West Gateway Coordinating Council, will contribute the remaining funds necessary to complete the project.
- (5) PAYMENT PROVISIONS – Within ninety (90) days of the award of the construction contract by the CITY, the COUNTY shall deposit with the CITY a check in the amount specified in Paragraph (4). These funds will be used exclusively for the PROJECT as outlined in Paragraph (2). Payment shall be made in accordance with the percentage of the work done on the overall project to the COUNTY'S percentage of right-of-way being developed under any progress payment plans set forth in the contract for construction. The CITY shall have authority to draw against said sum on deposit by the COUNTY upon (10) days notification to COUNTY.
- (6) DESIGN – The PROJECT will be designed by a Consultant chosen by the CITY, and shall be designed in accordance with all governmental requirements and regulations.
- (7) REVIEW/PERMITS – The CITY shall submit plans to the COUNTY for their review regarding those improvements that are located within the COUNTY'S right-of-way. The 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. COUNTY agrees to waive any permit or review fees related to the PROJECT.
- (8) CONSTRUCTION – The CITY shall solicit bids for the construction of the PROJECT, enter into a contract with the selected Contractor, perform construction inspection duties and shall also perform all project management duties. The COUNTY shall inspect those improvements that are constructed within their right-of-way, as part of the permit process.
- (9) MAINTENANCE – The CITY agrees to maintain all of the improvements constructed as part of the PROJECT that are located outside of the COUNTY'S right-of-way, as well as an portion of sidewalks, bikepath/pedestrian ways, and landscaped medians that are construction as part of the PROJECT and are located within the COUNTY'S right-of-way. The COUNTY shall maintain any improvements made to the existing traffic signals and islands.
- (10) FEDERAL AND STATE LAW – This agreement shall not be construed as to conflict or supercede of otherwise limit any similar or applicable law, rule or regulation of the government of the United States, State of Missouri, or St. Louis County.

(11) 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.

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

SAINT LOUIS COUNTY, MISSOURI

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Highways & Traffic

By:   
Michael G. Herring, City Administrator

Date: \_\_\_\_\_

Date: 5/7/02

Approved as to legal form

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

Approved by

\_\_\_\_\_  
St. Louis County Accounting Officer

Attest:

\_\_\_\_\_  
St. Louis County Administrative Director

