

BILL NO. 2154

ORDINANCE NO. 1933

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT PROVIDING FOR THE MAINTENANCE OF LANDSCAPING AND AMENITIES WITHIN THE RIGHT OF WAY FOR RIVER VALLEY DRIVE BY THE RIVER BEND HOMEOWNERS ASSOCIATION

Whereas, the City of Chesterfield proposes to rehabilitate River Valley Drive; and,

Whereas, the residents of River Bend, the River Bend Trustees, and the River Bend Homeowners Association desire to incorporate landscaping and other amenities as part of the planned rehabilitation; and,

Whereas, the City of Chesterfield annually budgets funds for beautification grants to encourage residents and neighborhoods to beautify the City's rights of way; and,

Whereas, the City of Chesterfield is unable to dedicate staff and resources to maintain the proposed plantings within City right-of-way; and,

Whereas, the River Bend Homeowners Association is willing and desirous of permanently accepting maintenance obligations of these areas; and,

Whereas, the River Bend Homeowners Association will incur regular and ongoing expenses to maintain the proposed improvements;

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

Section 1. The City Administrator is hereby authorized and directed to execute an agreement for the City of Chesterfield with the River Bend Homeowners Association for the ongoing repair, maintenance and operation of landscaping and other amenities within the Right-of-Way for River Valley Drive. A copy of which is hereby attached hereto and incorporated herein by reference and as marked Exhibit "A".

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and ~~approved~~ this 19th day of May, 2003.

ATTEST:

Audith A. Higgins
Deputy City Clerk

Mayor [Signature]

Approved May 22, 2003

AGREEMENT TO PROVIDE FOR THE INSTALLATION, CONSTRUCTION, OPERATION AND ONGOING MAINTENANCE OF LANDSCAPING AND OTHER ENHANCEMENTS TO RIVER VALLEY DRIVE.

Whereas, The City of Chesterfield desires to rehabilitate River Valley Drive. The residents of River Bend, the River Bend Trustees, and the River Bend Homeowners Association desire specific enhancements to be constructed with the proposed rehabilitation by the City of Chesterfield; and,

Whereas, The City of Chesterfield and the River Bend Homeowners Association have deemed it to be in their best interest to enter into an agreement to provide for mutual cooperation and assistance for the installation, maintenance and ongoing operation of improvements along River Valley Drive,

NOW THEREFORE, THE CITY OF CHESTERFIELD AND THE RIVER BEND HOMEOWNERS ASSOCIATION, DO OFFICIALLY AGREE AS FOLLOWS:

1. In consideration of the City of Chesterfield constructing irrigation and lighting improvements in conjunction with the rehabilitation of River Valley Drive, the River Bend Homeowners Association agrees to provide perpetual maintenance and assume all financial responsibility for operation and maintenance of the following:
 - A) Landscape and irrigation improvements in and around the two median islands located at the intersection of River Valley Drive and Riverway Court.
 - B) Landscape and Irrigation improvements constructed for the round-a-bout and directional islands located at the intersection of River Valley Drive and River Bend Drive.
 - C) Street lights and irrigation control systems placed in conjunction with the proposed improvements.
2. All landscaping and improvements located within the City Right-of-Way is to be maintained in a safe and aesthetically pleasing fashion, approved by the City of Chesterfield, Department of Public Works.
3. The City of Chesterfield agrees to utilize ornamental poles and fixtures as requested by the River Bend Homeowners Association for required lighting and signage. The City will initially furnish and place said ornamental poles and fixtures in conjunction with the rehabilitation project.

Initials: Mike Herring 

William Ware 

Jeff Schwegman 

done by the City of Chesterfield with standard poles, fixtures, and/or signage unless suitable replacements are supplied by the River Bend Homeowners Association prior to the repair or replacement.

5. The City will accept and store inventories of said signs, poles, and/or sign frames for any necessary replacements. Any such signs, poles, frames, fixtures must be acceptable to the City of Chesterfield Department of Public Works and in conformance with the Manual on Uniform Traffic Control Devices.
6. The River Bend Homeowners Association will not erect, place, permit, or cause to erect additional signs, poles, or other devices within the City Right-of-Way without the expressed written permission of the City of Chesterfield.
7. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or un-enforceability shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.
8. This Agreement (including all attached Exhibits) contains the entire understanding and agreement of the parties with respect to this agreement and may not be amended, modified, altered or varied except by an agreement in writing signed by all of the parties. All prior and contemporaneous agreements, understandings, negotiations, discussions, representations, warranties, commitments, offers and contracts, whether oral or written, are superseded by this Agreement.

IN WITNESS WHEREOF, the City and River Bend Homeowners Association have hereunto set their hands acknowledging their Agreement as set forth above:

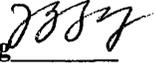
CITY OF CHESTERFIELD, MISSOURI

By: 
Michael G. Herring, City Administrator

Date: 5/22/03

ATTEST:


Martha L. DeMay, City Clerk
Judith A. naggiar, Deputy City Clerk

Initials: Mike Herring  William Ware  Jeff Schwegman 

