

BILL NO. 2749

ORDINANCE NO. 2568

**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 21<sup>st</sup> day of September, 2009.

  
MAYOR

ATTEST:

  
CITY CLERK

FIRST READING HELD: 9/9/09

**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. A permit fee will be required for permits issued for work which will require COUNTY inspection such as irrigation system installation and maintenance, work related to pavement removal and replacement, construction of approved planter boxes, installation of crosswalk or sidewalk, and other activities which disturb the right-of-way. The permit fees will be waived for permits issued for work which will not require COUNTY inspection such as installation or maintenance of grasses, flowers, shrubs, or trees.
- 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 these galvanized posts with factory coated 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 Parkway 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 4<sup>th</sup> day of February, 2010.

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

CITY OF Chesterfield

SAINT LOUIS COUNTY, MISSOURI

[Signature]  
Mayor

Charlie G. Dailey  
County Executive

ATTEST:

Pamela Shelton, Deputy  
City Clerk

ATTEST:

Genevieve M. [Signature]  
Administrative Director

APPROVED:

[Signature]  
Accounting Officer

APPROVED AS TO LEGAL FORM:

[Signature]  
City Attorney

APPROVED:

[Signature]  
Director, Department of Highways and Traffic

APPROVED AS TO LEGAL FORM:

[Signature]  
County Counselor



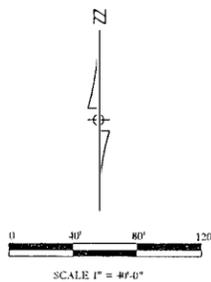










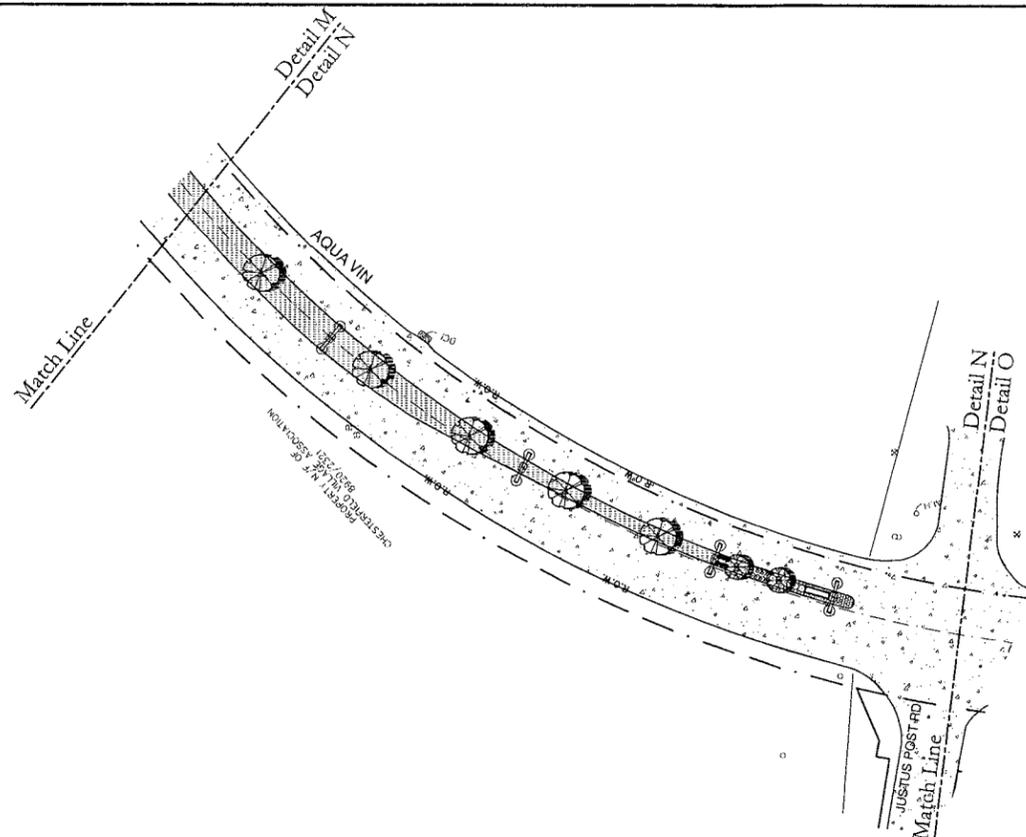


ABBREVIATIONS

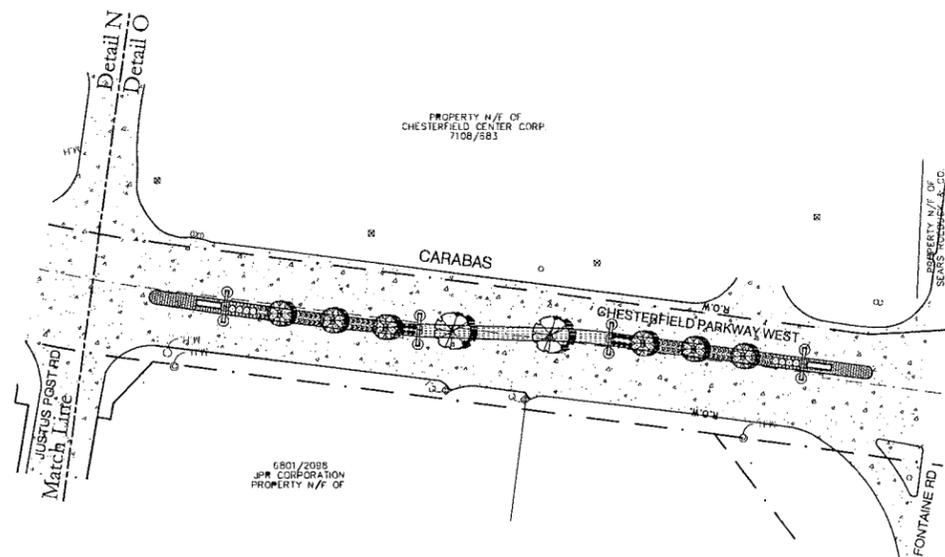
1	Concrete
2	Downway Entrance
3	Drainage Flow
4	Drainage Pipe
5	Drainage Valve
6	Electric Service
7	Gas Service
8	Telephone Service
9	Underground Electric Service
10	Underground Gas Service
11	Underground Telephone Service
12	Water Service
13	Exist. Sanitary Sewer
14	Exist. Storm Sewer
15	Proposed Sanitary Sewer
16	Proposed Storm Sewer
17	Utility Hole w/ City Wires
18	Right Angle
19	Handicap Parking Space
20	Direction Of Traffic

LEGEND

	Area Light
	Area Light w/ 120V Recept
	Connection (Proposed)
	Existing Contour
	Proposed Contour
	Existing Elevation
	Proposed Elevation
	Fire Hydrant
	Concrete
	Downway Entrance
	Drainage Flow
	Driveway
	Water Meter Or Valve
	Gas Meter Or Valve
	Cable TV
	Electric Service
	Underground Electric Service
	Gas Service
	Telephone Service
	Underground Tele. Service
	Water Service
	Exist. Sanitary Sewer
	Exist. Storm Sewer
	Proposed Sanitary Sewer
	Proposed Storm Sewer
	Utility Hole w/ City Wires
	Right Angle
	Handicap Parking Space
	Direction Of Traffic



MEDIAN M11  
CONCEPT PLAN-DETAIL N  
Scale: 1" = 40'-0"



MEDIAN M12  
CONCEPT PLAN-DETAIL O  
Scale: 1" = 40'-0"

LANDSCAPE LEGEND

	3' DECIDUOUS SHADE TREE
	3' ORNAMENTAL SPECIMAN TREE
	6-8 FT. EVERGREEN TREE
	18-24" DECIDUOUS SHRUBS
	18-24" EVERGREEN SHRUBS
	2 GAL. ORNAMENTAL GRASS
	1 GAL. PERENNIAL FLOWER
	TURF GRASS
	ANNUAL FLOWERS
	SHREDED BARK MULCH
	CAST IN PLACE CONC. PLANTER
	DECORATIVE STAMP CONC. PAVEMENT

This is a conceptual plan and does not constitute a contract. It is subject to change without notice. The user of this plan is advised that the user shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user shall also be responsible for obtaining all necessary approvals from the appropriate authorities. The user shall also be responsible for obtaining all necessary approvals from the appropriate authorities.

**LDS, Inc.**  
Landscape Design Services, Inc.  
Landscape Architecture  
Landscape Engineering  
Landscape Construction

MAIN OFFICE  
111 First Missouri Center, Suite 211  
St. Louis, Missouri 63102  
Phone: (314) 761-1388  
Fax: (314) 761-1391

Prepared For:  
CITY OF CHESTERFIELD  
Parks & Recreation  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

CHESTERFIELD PARKWAY MEDIANS - WEST  
Landscape Improvements - Concept Design Phase

File: C:\Users\6864\OneDrive\My Documents\CLP-7\CLP-7.dwg

Sheet No.  
**CLP-7**

Ckd. By: RPW Dwn. By: BLB/RPW

Org Date:  
09/29/08

Project No: 0804



This project has been prepared by the undersigned professional engineer or architect, and the undersigned professional engineer or architect is responsible for the accuracy and completeness of the information and data furnished hereon. The undersigned professional engineer or architect is not responsible for the accuracy and completeness of the information and data furnished by others. The undersigned professional engineer or architect is not responsible for the accuracy and completeness of the information and data furnished by others. The undersigned professional engineer or architect is not responsible for the accuracy and completeness of the information and data furnished by others.

NOT FOR CONSTRUCTION - Review Only

Approved original of the documents is on file at the office of LANDSCAPE DESIGN SERVICES, Inc. Any reproduction or alteration of these documents without the registered consent from LANDSCAPE DESIGN SERVICES, Inc. shall be void and may be subject to legal action.

# MEMORANDUM

**TO:** Michael G. Herring, City Administrator

**FROM:**  Darren Dunkle, Director of Parks and Recreation

**DATE:** August 24, 2009

**SUBJECT:** Recommendation - St. Louis County Agreement Regarding Maintenance of the Chesterfield Parkway West Medians

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As you know, St. Louis County is responsible for the upkeep and maintenance of Chesterfield Parkway, including all plant materials located within its right-of-way and, of course, the center medians. As such, any proposal by the City of Chesterfield to modify, alter, remove and/or replant any trees, shrubs, flowers, grass or other materials, would require the approval of St. Louis County. As a result of your meetings with St. Louis County officials, the County has expressed its FULL SUPPORT for the City to undertake a project to re-design and re-plant the Chesterfield Parkway medians, from Olive Blvd, on the north, to Fontaine Drive, on the south. In exchange, the County would require that the City of Chesterfield then be responsible for the upkeep/maintenance of those planted areas. This is, of course, exactly the same position taken by MoDOT, regarding the center, landscaped medians installed by the City on Olive/Clarkson (Highway 340). Please note that we are willing and able to assume this responsibility and are comfortable that our residents/businesses will notice a substantial and positive difference in the overall level of maintenance that we will provide.

Per your direction, I have been working with St. Louis County to develop a formal proposal for planned improvements and maintenance of approximately two miles of the existing Chesterfield Parkway West Medians, from I-64 to Olive Boulevard and from I-64 to Fontaine Drive. [FYI, that project is detailed in my separate memo, dated 8/24/09.] This "Agreement" would allow the City to make specific improvements such as landscape plantings, irrigation, bed preparations, top soil, seed, sod, and fertilization, as well as requiring the City to provide ongoing maintenance to the medians, and the area between the back of the curb and the front of the sidewalk along the same sections of the Chesterfield Parkway West Medians. Also, as part of this "Agreement", the County would agree to provide removal of all trees and shrubs from the landscaped medians, as well as from the area between the back of the curb and the front of the sidewalk (where applicable), along the same sections of the Chesterfield Parkway West Medians at a time mutually agreed to by the County and City. This contribution of services provided by the County, equates to approximately \$50,000 in savings that will be realized in the total project cost.

Per the attached, St. Louis County Council has already approved legislation to allow County Staff to enter into such an "Agreement". **Accordingly, the Departments of Parks and Recreation and Planning and Public Works have reviewed the attached "Agreement" and would recommend that the City consider approval of the said "Agreement". As is standard procedure, we have also forwarded a copy of this proposed "Agreement" to our City Attorney.**

As always, if you have any questions or require additional information, please advise.

  
8/24/09

Charlie A. Dooley  
County Executive

Saint Louis  
**COUNTY**  
HIGHWAYS & TRAFFIC  
PUBLIC WORKS

Sheryl L. Hodges, D.E., P.E., L.P.G.  
Director

February 24, 2009

Honorable Charlie A. Dooley  
Saint Louis County Executive  
41 South Central Avenue  
St. Louis, Missouri 63105

RE: Request for Legislation for Maintenance Agreement with the City of Chesterfield  
for Chesterfield Parkway West Medians

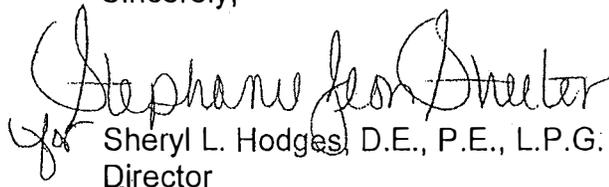
Dear Mr. Dooley:

The Department of Highways and Traffic and Public Works requests the initiation of legislation authorizing the County Executive to enter into an agreement with the City of Chesterfield pertaining to the landscaped medians and tree lawns of Chesterfield Parkway West.

The City of Chesterfield would like to use the medians of Chesterfield Parkway West as a colorful, manicured landscaped entrance to their city. Currently, the medians have numerous trees (4'-8' diameter), some ornamental grasses and shrubs, sod the County maintains, and streetlights installed and maintained by the City under the Parkway on the Parkway agreement. They want to remove the existing trees, install irrigation to the medians, and plant new trees, flowers, shrubs, and grass.

The City has agreed to maintain all the landscaped areas in the medians and the tree lawns on both sides of Chesterfield Parkway West. This will relieve our Operations forces from grass-cutting, mulching, and tree trimming duties in this area.

Sincerely,

  
for Sheryl L. Hodges, D.E., P.E., L.P.G.  
Director

SLH:MAB:mtb

cc: David Leezer, Economic Council of Saint Louis County