

BILL NO. 17

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ST. LOUIS, MISSOURI FOR THE ENFORCEMENT OF THE LAND DISTURBANCE CODE.

WHEREAS, Sections 70.210 to 70.230 RSMo. authorizes the City of Sunset Hills and St. Louis County to contract with each other for common services; and

WHEREAS, the City of Sunset Hills, Missouri is desirous of contracting with the County of St. Louis, Missouri for the enforcement of the Land Disturbance Code as adopted by the City of Sunset Hills, Missouri pursuant to the contractual agreement attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SUNSET HILLS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an agreement with the County of St. Louis, Missouri for the enforcement of the Land Disturbance Code as adopted by the City of Sunset Hills, Missouri in substantially the form of Exhibit 1 attached hereto and incorporated herein as if fully set forth herein.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

PASSED this _____ day of _____, 2022

MAYOR

APPROVED this _____ day of _____, 2022

MAYOR

ATTEST:

CITY CLERK/CITY ADMINISTRATOR

EXHIBIT 1

AGREEMENT FOR CODE ENFORCEMENT SERVICES FOR LAND DISTURBANCE CODE

This AGREEMENT for Land Disturbance Code Enforcement Services made by and between ST. LOUIS COUNTY, MISSOURI hereinafter referred to as "COUNTY", and the CITY OF SUNSET HILLS, MISSOURI hereinafter referred to as "MUNICIPALITY" is effective when signed and dated by both parties.

WHEREAS, Article II, Section 2.180 (20) of the 1979 Charter of the COUNTY authorizes COUNTY to contract with MUNICIPALITY for common services; and

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, of the Revised Statutes of the State of Missouri 1978, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for common services; and

WHEREAS, Ordinance 22,468 authorizes COUNTY to contract with municipalities for enforcement of the Land Disturbance Code as adopted by MUNICIPALITY; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: _____ said ordinance, a copy of which is attached hereto and made a part hereof, for the adoption of a Land Disturbance Code being identical in substance with COUNTY'S Land Disturbance Code, as adopted by COUNTY through ordinance 22,468, with said ordinance being approved by COUNTY on September 21, 2005, as amended and including ordinance 25,494, approved on July 30, 2013, and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: _____ a copy of which is attached hereto and made a part hereof, authorizing the execution of this Agreement on behalf of MUNICIPALITY.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations hereinafter stated, the COUNTY and MUNICIPALITY mutually agree as follows, to-wit:

ARTICLE I SCOPE OF SERVICES

1.1 SCOPE OF SERVICES.

1.1.1 COUNTY Authority and Responsibilities: COUNTY shall provide MUNICIPALITY code enforcement services in the manner proscribed in the applicable provision of MUNICIPALITY'S Land Disturbance Code for:

MAJOR LAND DISTURBANCES (COUNTY RESPONSIBILITIES)

- (1) Review plans for Major Land Disturbance Activities, including Best Management Practices (BMP) plans submitted by a permit applicant for the control of erosion, and sedimentation during permitted construction and other Major Land Disturbance activities; and
- (2) Issue permits for Major Land Disturbance Activities. COUNTY shall not issue any permit for Major Land Disturbance Activities until COUNTY receives confirmation that the proposed activity complies with MUNICIPALITY zoning and roadway requirements.
- (3) Inspect Major Land Disturbance activities; including activities within or abutting areas designated one-hundred (100) year flood plain for compliance with the MUNICIPALITY

- approved plans; and
- (4) Collect and retain appropriate fees from permit applicants for plan review and inspection activities performed by COUNTY
 - (5) Provide inspection reports to MUNICIPALITY to assist MUNICIPALITY in their determination for the release of site development Escrows.

ORDINARY LAND DISTURBANCES (COUNTY RESPONSIBILITIES)

- (1) Review and approve applications and plans for Ordinary Land Disturbance activities, including Best Management Practices (BMP) plans submitted by a permit applicant for the control of erosion and sedimentation during permitted construction and other Ordinary Land Disturbance activities; and
- (2) Issue permits for Ordinary Land Disturbance activities; and
- (3) Inspect Ordinary Land Disturbance activities; including activities within or abutting areas designated one-hundred (100) year flood plain for compliance with the MUNICIPALITY approved plans; and
- (4) Collect and retain appropriate fees from permit applicants for plan review and inspection activities performed by COUNTY
- (5) Provide inspection reports to MUNICIPALITY

1.1.2 MUNICIPALITY Authority and Responsibilities. – MUNICIPALITY shall retain authority and responsibility for code enforcement services in the manner proscribed in applicable provision of MUNICIPALITY'S Land Disturbance Code for:

MAJOR LAND DISTURBANCES (MUNICIPALITIES RESPONSIBILITIES)

- (1) Receive applications for Major Land Disturbance permits and forward them to the COUNTY for processing and issuance of permits; and
- (2) Review and approve application and plan details related to the construction, repair, alteration, maintenance or condition of roadways and roadway right-of-ways that are maintained by the MUNICIPALITY; and
- (3) Review and approve application and plan details related to Major Land Disturbance activities within or abutting areas designated one hundred (100) year flood plain; and
- (4) Review and approval application and plan details for compliance with Zoning codes and ordinances of the MUNICIPALITY; and
- (5) Advise permit applicants of their responsibility to cooperate with, and comply with, the requirements of the COUNTY Department of Highways and Traffic, the Missouri Department of Transportation (MODOT) the Metropolitan St. Louis Sewer District (MSD) and the Department of Natural Resources (DNR) when the proposed Land Disturbance Activity impacts the facilities of said principals; and
- (6) Administer determination, collection and release of site development escrows required by the Land Disturbance Code adopted by MUNICIPALITY; and
- (7) MUNICIPALITY shall advise COUNTY when proposed Major Land Disturbance activities are in compliance with MUNICIPALITY Zoning codes, roadway requirements and other laws and regulations of the MUNICIPALITY.

ORDINARY LAND DISTURBANCES (MUNICIPALITIES RESPONSIBILITIES)

- (1) Receive applications for Ordinary Land Disturbance permits and forward them to the COUNTY for processing and issuance of permits; and
- (2) Review and approval of plan details related to the construction, repair, alteration, maintenance or condition of roadways and roadway right-of-ways that are maintained by the MUNICIPALITY; and

- (3) Review and approve plan details related to Ordinary Land Disturbance activities within or abutting areas designated one hundred (100) year flood plain; and
- (4) Advise COUNTY when the proposed Ordinary Land Disturbance activities meet the Zoning roadway requirements and other laws and regulations of the MUNICIPALITY.

1.1.3 STREAM BUFFER PROTECTION, MUNICIPALITY Authority and Responsibilities. – MUNICIPALITY shall retain full authority and responsibility for enforcement of MUNICIPALITY'S Stream Buffer Protection Ordinance. MUNICIPALITY may, at its election, request the COUNTY to provide advisory plan review and /or inspection services pursuant to Section 1.1.2 of this Agreement.

ARTICLE II TERM OF AGREEMENT

2.1 TERM OF AGREEMENT. This Agreement shall commence upon full execution and shall continue in effect from year to year unless terminated as provided in ARTICLE IX herein.

ARTICLE III PERMITS, INSPECTIONS, LICENSING AND APPROVAL OF PLANS

3.1 PERMITS. COUNTY through its Department of Public Works shall issue all permits required by the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

3.2 INSPECTIONS. COUNTY through its Department of Public Works shall execute all inspections required by the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

- Code Enforcement Services
- Land Disturbance Code

3.3 LICENSING. COUNTY through its Department of Public Works shall license all persons as required by the Land Disturbance Code or other construction codes adopted by COUNTY.

3.4 APPROVAL OF PLANS. COUNTY through its Department of Public Works shall examine all applications and plans for Land Disturbance Activities to determine their compliance with the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

ARTICLE IV RESTRICTIVE PROVISIONS

4.1 RESTRICTIVE PROVISIONS. If MUNICIPALITY has adopted provisions applicable to the services as set forth in Paragraph 1.1.1 herein said provisions being more restrictive than those contained in COUNTY'S Land Disturbance Code MUNICIPALITY shall approve all plans, prior to submission to COUNTY'S Department of Public Works for issuance of permits.

ARTICLE V REGULATORY ORDINANCES

5.1 REGULATORY ORDINANCES. MUNICIPALITY shall review and approve all plans for compliance with MUNICIPAL Land Disturbance Code, other rules, regulations, ordinances, codes or laws of MUNICIPALITY and other applicable regulations identified in Paragraph 1.1.2 herein prior to the submission of an application for a Land Disturbance permit to COUNTY'S Department of Public

Works.

ARTICLE VI
ENFORCEMENT OF MUNICIPAL ORDINANCES

6.1 ENFORCEMENT. COUNTY shall not take any action, either at law or in equity, to enforce the provisions of MUNICIPALITY'S ordinance for the adoption of MUNICIPALITY'S Land Disturbance Code, as the same shall apply hereto. COUNTY shall notify MUNICIPALITY of any known violations of MUNICIPALITY'S ordinance.

ARTICLE VII
FEES

7.1 FEE COLLECTION. All fees including, but not limited to "No Permit" penalties and administrative penalties, paid to COUNTY in accordance with COUNTY Land Disturbance Ordinance and shall be collected and retained by St. Louis COUNTY as payment for services rendered pursuant to this Agreement. MUNICIPALITY shall collect and retain all fines and costs arising from MUNICIPALITY'S prosecution of code violations.

ARTICLE VIII
AMENDMENTS TO COUNTY CODE

8.1 AMENDMENTS. The adoption of the Codes referenced herein includes all subsequent amendments to the COUNTY Codes adopted by the MUNICIPALITY. COUNTY shall supply MUNICIPALITY with a copy of the amendment(s) and MUNICIPALITY shall provide to COUNTY with a written confirmation of receipt of the amendments.

8.2 ADOPTION OF NEW CODE. In the event the COUNTY adopts a new edition of the Land Disturbance Code or a new national Code, the MUNICIPALITY shall amend its ordinance to make it identical in substance to the Code adopted by COUNTY. COUNTY shall supply MUNICIPALITY with a copy of its proposed new Code prior to its effective date and MUNICIPALITY shall amend its ordinance within Ninety (90) days of the effective date of said COUNTY adoption. In the event COUNTY shall fail to provide a copy of its proposed Code as provided above, MUNICIPALITY shall have Ninety (90) days to amend its ordinance after receipt of COUNTY'S Code.

8.3 ORDINANCE COPIES. When a new Code is adopted by COUNTY pursuant to 8.2, MUNICIPALITY shall supply COUNTY with at least two (2) copies of all MUNICIPALITY ordinances to adopt a new Land Disturbance Code within five (5) days of said legislation's effective dates. All ordinances must be marked with original signatures of the chief elected official of the MUNICIPALITY, an original signature of the attesting Clerk of the MUNICIPALITY and an embossed MUNICIPALITY seal.

ARTICLE IX
TERMINATION

9.1 FAILURE TO AMEND. In the event MUNICIPALITY shall fail to amend its ordinance as required by Paragraph 8.1 herein this Agreement shall be terminated.

9.2 TERMINATION FOR CONVENIENCE. Either COUNTY or MUNICIPALITY may terminate this Agreement at any time by giving Ninety (90) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year as written below.

MUNICIPALITY
CITY OF SUNSET HILLS, MISSOURI

APPROVED: _____
Mayor Date
(Print name):

ATTEST: _____
City Clerk
(Print name):

ST. LOUIS COUNTY, MISSOURI

St. Louis County Executive Date

ATTEST:

Administrative Director

APPROVED: APPROVED as to Legal Form:

Director of Transportation & County Counselor
Public Works

APPROVED:

County Accounting Officer

Legal Review: _____

CE Review: _____