



AMENDED AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Wednesday, February 17, 2016
5:30PM

1. **Bill # 3070** – Appointment of City Attorney – Mayor Bob Nation
2. **Planning and Public Works Committee** – Chairperson Connie Fults, Ward IV
 - A. **Bill No. 3071** – P.Z. 12-2015, Warwick On White Road (1050 and 1060 White Road) (**FIRST READING**)
 - B. Recommendation re: City Representation on **Monarch-Chesterfield Levee Board**
 - C. Recommendation for Time-extension: **P.Z. 05-2014, 18626 Olive Street Road (VOICE VOTE)**
 - D. **Bill No. 3072** – Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (**FIRST READING**)
 - E. Next meeting - **Thursday, 2/18/16 – 5:30pm**
3. **Report from the City Administrator** – Michael G. Herring
 - A. **Bid Recommendation** – CNG Fueling Station
 - B. **Liquor License Requests** –
 1. **Zen**, 17535 Chesterfield Airport Road
 2. **Chesterfield Produce**, 18521 Outlet Blvd
4. **Report from the President Pro Tem of City Council** – Councilmember Connie Fults, Ward 4
 - A. **Bill No. 3073** – Amends City Ordinances to Authorize City Council to Establish and Fill the Position of “City Administrator Pro Tem” (**FIRST READING**)
 - B. **Bill No. 3074** – Appoints a “City Administrator Pro Tem”; Establishes Compensation for Said Position; Authorizes Execution of Employment Agreement (**FIRST READING**)

5. New Business –Mayor Bob Nation

A. Resolution No. 419 - Authorizes Mayor to Execute Contract for Special Legal Counsel

6. Adjourn –

7. Executive Session – RSMo 610.021 (1) (3) and (12)

A. Legal Issues/Personnel Matters

NOTE: City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees within employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 1994.



AMENDED AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Wednesday, February 17, 2016
7:00PM

To view the entire packet [CLICK HERE](#)

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** –City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – February 1, 2016
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation
 - 1. Appointment of City Attorney (See Bill No. 3070)**

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV

- 1. Bill No. 3071 – P.Z. 12-2015, Warwick On White Road (1050 and 1060 White Road) (FIRST READING)**
- 2. Recommendation re: City Representation on Monarch-Chesterfield Levee Board**
- 3. Recommendation for Time-extension: P.Z. 05-2014, 18626 Olive Street Road (VOICE VOTE)**
- 4. Bill No. 3072 – Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (FIRST READING)**
- 5. Next meeting - Thursday, 2/18/16 – 5:30pm**

X. COMMITTEE-OF-THE-WHOLE – President Pro Tem Connie Fults

- A. Bill No. 3073 – Amends City Ordinances to Authorize City Council to Establish and Fill the Position of “City Administrator Pro Tem” (FIRST READING)**
- B. Bill No. 3074 – Appoints a “City Administrator Pro Tem”; Establishes Compensation for Said Position; Authorizes Execution of Employment Agreement (FIRST READING)**

XI. REPORT FROM THE CITY ADMINISTRATOR – Michael G. Herring

- A. Bid Recommendation – CNG Fueling Station**
- B. Liquor License Requests –**
 - 1. Zen, 17535 Chesterfield Airport Road**
 - 2. Chesterfield Produce, 18521 Outlet Blvd**

XII. OLD BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

- A. Resolution No. 419 - Authorizes Mayor to Execute Contract for Special Legal Counsel**

XIV. LEGISLATION

- A. BILL NO. 3070 – APPOINTS THE CITY ATTORNEY AND AUTHORIZES THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES (FIRST READING)**

- B. BILL NO. 3072** – AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE OVER INTERSTATE 64 (**FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE**)
- C. BILL NO. 3073** – REPEALS SECTION 17 OF ORDINANCE NO. 8, RELATING TO THE OFFICE OF THE CITY ADMINISTRATOR, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ESTABLISHING ADDITIONAL PROVISIONS FOR THE APPOINTMENT OF A CITY ADMINISTRATOR PRO TEM, TO EXERCISE THE POWERS AND DUTIES OF THE CITY ADMINISTRATOR’S OFFICE DURING PERIODS OF THE TEMPORARY ABSENCE OF A REGULARLY APPOINTED CITY ADMINISTRATOR (**FIRST READING; CITY COUNCIL RECOMMENDS APPROVAL**)
- D. BILL NO. 3074** – ESTABLISHES THE TERMS, CONDITIONS, COMPENSATION AND BENEFITS OF THE CITY ADMINISTRATOR PRO TEM AND EFFECTIVE DATES THEREOF (**FIRST READING; CITY COUNCIL RECOMMENDS APPROVAL**)

XV. LEGISLATION – PLANNING COMMISSION

- A. BILL NO. 3071** – AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-2” RESIDENTIAL DISTRICT, FOR AN 8.31 ACRE TRACT OF LAND, LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE (**FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

XVI. ADJOURNMENT

NOTE: City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

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AGENDA REVIEW – Wednesday, February 17 – 6PM

An AGENDA REVIEW meeting has been scheduled to start at **6pm**, on **Wednesday, February 17, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

UPCOMING MEETINGS/EVENTS

Thursday, February 18

Planning & Public Works Committee (5:30pm)

Monday, February 22

Planning Commission (7pm)

Monday, February 29

F&A Committee Meeting (5:30pm)

Monday, March 7

Next City Council meeting (7pm)



RECORD OF PROCEEDING

MEETING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AT 690 CHESTERFIELD PARKWAY WEST

FEBRUARY 1, 2016

The meeting was called to order at 7 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember G. Elliot Grissom
Councilmember Mike Casey
Councilmember Dan Hurt
Councilmember Bruce DeGroot
Councilmember Connie Fults

ABSENT

Councilmember Bridget Nations

APPROVAL OF MINUTES

The minutes of the January 20, 2016 City Council meeting were submitted for approval. Councilmember Grissom made a motion, seconded by Councilmember Flachsbart, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that City Hall will be closed Monday, February 15, in observance of President's Day.

Mayor Nation announced that the next meeting of City Council has been scheduled for Wednesday, February 17, at 7 p.m.

He also announced and extended his best wishes to Councilmember Grissom, for his birthday, on February 2.

COMMUNICATIONS AND PETITIONS

Mr. Randy Logan, 14597 Harleston Village Drive, encouraged Council not to delay taking action to fill the position of City Administrator, upon Mr. Herring's retirement.

Mr. Steve Ables, Assistant Director of St. Louis County Municipal League, stated he was available to answer questions related to Municipal League membership.

APPOINTMENTS

Mayor Nation announced there would be no appointments.

COUNCIL COMMITTEE REPORTS

Finance and Administration Committee

Councilmember Barry Flachsbart, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Hurt, to approve payment from General Fund Fund Reserves, for 2015-2016 St. Louis County Municipal League dues in the amount of \$7,122. Discussion ensued, including some statements of concern that the St. Louis County Municipal League was no longer beneficial to the City of Chesterfield, because they are not currently taking a neutral stance on issues that divide, such as possible changes to the current sales tax distribution system. A roll call vote was taken with the following results: Ayes – Grissom, Fults and Hurt. Nays – Casey, Flachsbart, DeGroot and McGuinness. Whereupon Mayor Nation declared the motion failed.

Councilmember Flachsbart announced that the next meeting of this Committee has been scheduled for Monday, February 29, at 5:30 p.m.

(continued, next page)

Planning/Public Works Committee

Councilmember Connie Fults, Chairperson of the Planning/Public Works Committee, gave an update on the Veterans Honor Park. Grant funding has been received and construction will begin as early as this spring. She commended City Administrator Herring as well as Ms. Jan Misuraca and the members of the Veteran's Honor Park Committee, for their successful efforts to raise funds for this project.

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, to approve a policy change pertaining to Chesterfield Historic and Landmark Preservation Committee (CHLPC) membership. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults reported that Bill No. 3069 (Approves Parking Restriction – Silver Buck Lane [Bur Oaks Subdivision]) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Fults announced that the next meeting of this Committee has been scheduled for Thursday, February 4, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

Mr. Herring reported that, if City Council wishes to authorize the review of proposed sales tax legislation, by contracting for the services of Rob Klahr, an Attorney with Armstrong Teasdale, who serves as legal counsel for the Valley TDD Board, it will be necessary to transfer \$2,500 from General Fund Fund Reserves. Mr. Herring noted that copy of Mr. Klahr's proposal had been forwarded to City Council, prior to this meeting. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to approve the transfer of \$2,500 from General Fund Fund Reserves. Discussion ensued, with concern about how much money has been spent on this issue to date. A roll call vote was taken with the following results: Ayes – DeGroot, Fults, Hurt and Flachsbart. Nays – McGuinness, Grissom and Casey. Whereupon Mayor Nation declared the motion passed.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Mayor Nation suggested that it would be in the City's best interest to post the vacancy for City Administrator effective March 31, 2016. Mayor Nation suggested that City Council consider initiating a search for City Administrator, and encourage any internal candidates to participate in the process.

Mayor Nation suggested that City Administrator Mike Herring begin working with City Clerk Vickie Hass to assure that she is fully functional in preparing agendas and related information for City Council meetings, upon his retirement.

Mayor Nation suggested if a consensus cannot be reached regarding a potential new City Attorney in the near future, a Request for Proposals should be issued.

LEGISLATION

BILL NO. 3069 AMENDS SCHEDULE IX: PARKING RESTRICTIONS OF SECTION 300 OF THE CODE OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON SILVER BUCK LANE (**SECOND READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the second reading of Bill No. 3069. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3069 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3069 with the following results: Ayes – Hurt, Grissom, DeGroot, Casey, Fults, Flachsbart and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3069 approved, passed it and it became **ORDINANCE NO. 2885**.

(continued, next page)

ADJOURNMENT

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Flachsbart made a motion, seconded by Councilmember Hurt, to go into closed session, pursuant to RSMo 610.021(1)(3) and (12) for the purpose of allowing for confidential communication among the elected officials and appropriate staff. A roll call vote was taken with the following results: Ayes – Flachsbart, Fults, DeGroot, Hurt, Grissom and McGuinness. Nays – Casey. Whereupon Mayor Nation declared the motion passed.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:53 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

RECOMMENDATIONS – PLANNING/PUBLIC WORKS (P/PW) COMMITTEE

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, February 4, 2016. The following is a list of those items discussed by the members of this Committee, which will be discussed, in greater detail at Wednesday's meeting:

IIIA. **Bill No. 3071** – P.Z. 2015, Warwick On White Road (1050 and 1060 White Road) (**FIRST READING**)

IIIB. Recommendation re: City Representation on **Monarch-Chesterfield Levee Board**

While NOT discussed by the P/PW Committee, the following items have been added, as recommendations from the Dept. of Public Services, to Wednesday's City Council AGENDA, under the report presented by P/PW Chairperson Connie Fults:

---- Recommendation for Time-extension: **P.Z. 05-2014, 18626 Olive Street Road (VOICE VOTE)**

---- **Bill No. 3072** – Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (**FIRST READING**)

[**NOTE:** This project was previous reviewed/approved by the P/PW Committee and City Council, as was acceptance of grant funding and commitment of the local funding match.]

---- Next meeting: **Thursday, 2/18/16 – 5:30pm**

As always, if you have any questions, regarding the items listed above or any of the other items discussed, by this Committee, please contact Chairperson Connie Fults, any other member of this Committee, Mr. Geisel or me, prior to Wednesday's meeting.

✓ MGH
2/10/16



MEMORANDUM

TO: Michael G. Herring, City Administrator
FROM: Mike Geisel, Director of Public Services
SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, February 4, 2016

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 4, 2016 in Conference Room 101.

In attendance were: **Chair Connie Fults** (Ward IV), **Councilmember Barbara McGuinness** (Ward I), and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Councilmember Barry Flachsbart (Ward I); Councilmember Bruce DeGroot (Ward IV); Harry O'Rourke, Interim City Attorney; Planning Commission Chair Stanley Proctor; Mike Geisel, Director of Public Services; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; Jessica Henry, Project Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:30 p.m.

* TO BE DISCUSSED AT THE 2/17 CITY COUNCIL MTG

✓ MGH

I. APPROVAL OF MEETING SUMMARY

A. Approval of the January 21, 2016 Committee Meeting Summary

Councilmember McGuinness noted a correction to page 7 of the minutes whereby "Commissioner McGuinness" should be changed to "Councilmember McGuinness."

Councilmember Hurt made a motion to approve the Meeting Summary of January 21, 2016 with the above noted correction. The motion was seconded by Councilmember Fults and passed by a voice vote of 3-0.

II. OLD BUSINESS

A. Reimbursement of Expenses for Snow Removal on Private, Gated Streets

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, summarized by stating the Committee previously considered this topic. Staff was unsuccessful in obtaining an Attorney General opinion on this issue as the City does not have a "qualified" individual to ask for such an opinion. At this point, Staff is asking for further direction from the Committee on how to proceed.

Discussion

Councilmember Hurt stated he would still like to pursue reimbursement even after hearing both sides of the issue and is prepared to make a motion to change the policy to include gated private streets. He noted that residents in gated communities are taxpayers too and he thinks they should have the same benefit as residents living on non-gated, private streets.

Councilmember Hurt made a motion to extend partial reimbursement of expenses for snow removal to subdivisions with private, gated streets. The motion was seconded by Councilmember McGuiness.

Discussion on the Motion

In response to Mr. Eckrich's question, Councilmember Hurt stated he is willing to increase the annual allotment and asked what it should be. Mr. Eckrich explained that under the parameters of the current program, the City reimburses 45 subdivisions with 25.3 miles of non-gated private streets at an annual reimbursement of approximately \$162,000. There are 21 gated subdivisions with 14.9 miles of private streets. Based on the current formula, if these subdivisions were reimbursed, an additional \$101,000 would be needed.

In response to Councilmember McGuinness' question, Mr. Eckrich stated there are an additional 12.7 miles of non-gated private residential streets that are eligible for reimbursement but for some reason have not previously requested reimbursement. Councilmember Hurt suggested increasing the reimbursement pool by \$50,000 or \$70,000 instead of \$101,000 as not all eligible subdivisions participate in the reimbursement program. Mr. Eckrich stated that in his opinion, the Policy should account for all of the gated subdivisions as they all might request reimbursement. Otherwise, the formula for reimbursement must re-calculated to reflect the amount Council is willing to authorize. The City currently budgets a certain amount for reimbursement. If a non-participating eligible subdivision decides to participate, they may do so and the allocation is increased. Mr. Mike Geisel, Director of Public Services, pointed out that when the program was initiated, it was always "*subject to available funding.*" So regardless of whether the policy is changed to add gated, private streets, the Policy still says "*subject to available funding.*"

There was further discussion related to how and when to change the Policy and whether the annual allocation should be included in the Budget. After deliberating on the matter, it was the consensus of the Committee that this matter should be revisited when all four members of the Committee are in attendance. Mr. Geisel stated there was no immediate need to act now, as any change could not be incorporated until the next snow season. Councilmember Hurt withdrew his motion and Councilmember McGuiness withdrew her second.

Chair Fults and Councilmember Flachsbart expressed their concern as to whether the City can or should provide reimbursement for gated, private streets.

Since Councilmember Nations was not present for the discussion, the Committee agreed to hold this item until the next meeting.

III. NEW BUSINESS

- ★ **A. P.Z. 12-2015 Warwick on White Road (1050 and 1060 White Rd.):** A request for a zoning map amendment from a "NU" Non-Urban District to an "R-2" Residence District for an 8.31 acre tract of land located southeast of the intersection of White Road and Greentrails Drive (18R620266 and 18R340902).

STAFF REPORT

Jessica Henry, Project Planner, presented the project request for a zoning map amendment from the "NU" Non-Urban District to the "R-2" Residential District for an 8.31 acre tract of land that currently contains two single family homes. As this is a conventional zoning district, neither a preliminary plan nor an Attachment A are required. However, the Applicant did provide an Alta

Survey illustrating the existing improvements. If approved; permitted uses for the site will be as specified in "R-2" Residential District regulations.

A Public Hearing was held at the January 11, 2016 Planning Commission Meeting where the following issues were discussed:

1. Stormwater runoff;
2. Buffering/privacy for existing and adjacent residents; and
3. Tree preservation.

The above items were further discussed at the Planning Commission vote meeting on January 25th. Since the above concerns will be dealt with during Site Plan review, the change of zoning was unanimously approved by the Planning Commission.

Discussion

In response to Councilmember Hurt's question, Ms. Henry explained access to the site and stated that during the site survey, a 9.5 foot strip of land was found that belonged to the parcel adjacent to 1060 White Road.

PLANNING COMMISSION REPORT

Planning Commission Chair, Stanley Proctor, stated there were three main concerns discussed - 1) drainage, 2) loss of privacy, and 3) preservation of three Monarch trees and the grove of Walnut trees on the site. As discussed in the meeting, drainage will be in accordance with the City's standards and MSD's standards. The privacy issue will be addressed by the addition of landscape buffering. With regard to tree preservation, the Developer will make every possible effort to preserve the trees in question. Mr. George Stock, Stock and Associates, met with several of the property owners to discuss the proposed plan. Therefore, the Planning Commission unanimously approved the rezoning.

Chair Fults asked how many homes will be built on the two lots. Ms. Henry replied there is a minimum size of 15,000 sq. ft. in the "R-2" District. However, on the application, the Petitioner stated they are proposing 10 homes. Staff believes the property can accommodate approximately 10 to 14 homes while still meeting all requirements.

Chair Fults expressed her concern with lot 1048 becoming land-locked. Mr. George Stock stated that lot would not be land-locked. They will dedicate public right of way through the proposed site and there is also a 50-foot easement on that property that will tie into the public street.

Homeowners from the Conway Ridge subdivision had expressed concern with the stormwater drainage and Mr. Stock further explained how redevelopment of the property will alleviate their problem.

In response to Chair Fults' question, Mr. Geisel confirmed the Developer has to meet all of the City's standards.

Regarding keeping the residents informed, Ms. Henry stated residents are welcome to come into the office any time to review the plan with City Staff. Mr. Stock indicated he has been meeting with two of the residents in the Conway Ridge subdivision throughout the approval process.

Mr. Stock further discussed resident concerns regarding tree preservation and privacy issues. In response to Councilmember Flachsbart's question, he stated the so called "finger" of land along lot 1048, will become common ground.

Note: Councilmember Bridget Nations (Ward II) arrived at 5:52 p.m.

In response to Chair Fults' question regarding assurances that the residents' concerns are addressed, Ms. Aimee Nassif, Planning and Development Services Director, explained the review process and the Council's ability to call Power of Review for any project. If Power of Review is called for this project, it would then come before this Committee for review before being forwarded on to City Council for a final vote.

Councilmember McGuinness made a motion to forward P.Z. 12-2015 Warwick on White Road (1050 and 1060 White Rd.) to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

✓ MGH → **Note: One Bill, as recommended by the Planning Commission, will be needed for the February 17, 2016 City Council Meeting.**

See Bill # 3071

→ **[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on P.Z. 12-2015 Warwick on White Road (1050 and 1060 White Road.)]**

*** B. City Representation on the Monarch-Chesterfield Levee Board**

STAFF REPORT

Mike Geisel, Public Services Director, stated that at the previous Planning and Public Works Committee meeting, the Committee asked whether there was City representation on the Monarch-Chesterfield Levee District Board. There is not currently a Board position available, however, a position is expected to become available in the near future. If the City desires to have voting representation on the Board, then Council must designate an individual to represent the City.

Discussion

Councilmember Flachsbart commented that since St. Louis County owns most of the land within the Levee District and, therefore, has the most votes, he questioned why the City would want to appoint anyone. Mike Geisel, Director of Public Services, responded by saying currently the City can attend any Board meeting, but cannot vote and is excluded from any Executive Session. Even though the County has the most votes, he feels it would be advantageous for the City to be represented on the Board.

Further discussion ensued regarding whether it was best to designate a specific individual by name or designate a specific "position" within the City. It was decided to name Mike Geisel as City representative.

{ **Councilmember Hurt made a motion to delegate Mike Geisel as a City representative on the Monarch-Chesterfield Levee District when a position becomes available. The motion was seconded by Councilmember McGuinness.**

Discussion on the Motion

In order to allow the City some flexibility, Chair Fults suggested naming Mr. Geisel and adding "or his designee" to which the majority of the Committee agreed.

↳ { **Councilmember Hurt amended his motion as follows: A motion to delegate Mike Geisel, or his designee, as a City representative on the Monarch-Chesterfield Levee District when a position becomes available. The motion was seconded by Councilmember McGuinness and passed by a voice vote of 4-0.**

C. Municipal Boundaries at Ladue Road and Highway 141

Councilmember McGuinness asked for clarification on the municipal boundaries at the intersection of Ladue Road and Highway 141. Mike Geisel, Director of Public Services, stated that in 1992 when the City annexed the eastern border over to Woods Mill Road, the City adjusted borders with Town & County and Creve Coeur. At that point, it was agreed in concept that upon the completion of Highway 141, the municipalities would adjust their boundaries to the eastern boundary of Route 141. During that process, the adjacent municipalities agreed on where the mutual boundaries should be and which properties would be affected. While in the process of adjusting the boundaries, the legal proceedings became incredibly cumbersome and the effort was discontinued. Thus, the current boundary is very convoluted. In the meantime, construction of Highway 141 has been completed. The City entered into a contract with MoDOT to beautify and maintain the intersection of 141 and Ladue and the intersection of 141 and Olive. Currently when driving down Highway 141 and approaching Ladue Road, there are City of Chesterfield logos in the mechanically stabilized earth (MSE) walls which are actually located in the City of Town & Country. The City beautified and currently maintains the landscaped areas at that intersection but they too are actually located within Town & Country. At some point in the future, the adjacent cities will again attempt to readjust the boundaries.

D. City Gardens

Councilmember Flachsbart stated he was contacted by a resident questioning why the City is providing a garden plot to residents who have their own backyard. It was suggested that the City should restrict participation to those living in apartments, nursing homes, senior living centers, etc. He asked the Committee to reconsider this policy for a future year. Chair Fults indicated that this matter should be reconsidered at the Council level as it has already been approved at the Committee level.

Mike Geisel, Director of Public Services, stated that if the Committee is serious about restricting use, then it should be done before construction begins this spring on the newly designated garden area donated by Sachs Properties. He stated the construction estimate is \$30,000 and the \$30 garden rental fee does not offset the cost of construction nor maintenance of the garden. There was further discussion on the benefit of providing a community garden and how to determine which residents should be allowed to rent a plot.

↳ { It was decided to discuss this matter again at a future Planning & Public Works Committee meeting.

IV. PROJECT UPDATES

Due to time constraints, Ms. Aimee Nassif's Project Update will be emailed to the Committee members.

V. OTHER

VI. ADJOURNMENT

The meeting adjourned at 6:26 p.m.

City Council Memorandum

Department of Public Services



To: Michael Herring, City Administrator

From: Aimee Nassif, Planning and Development Services Director

Date: February 8, 2016

CC Date: February 17, 2016

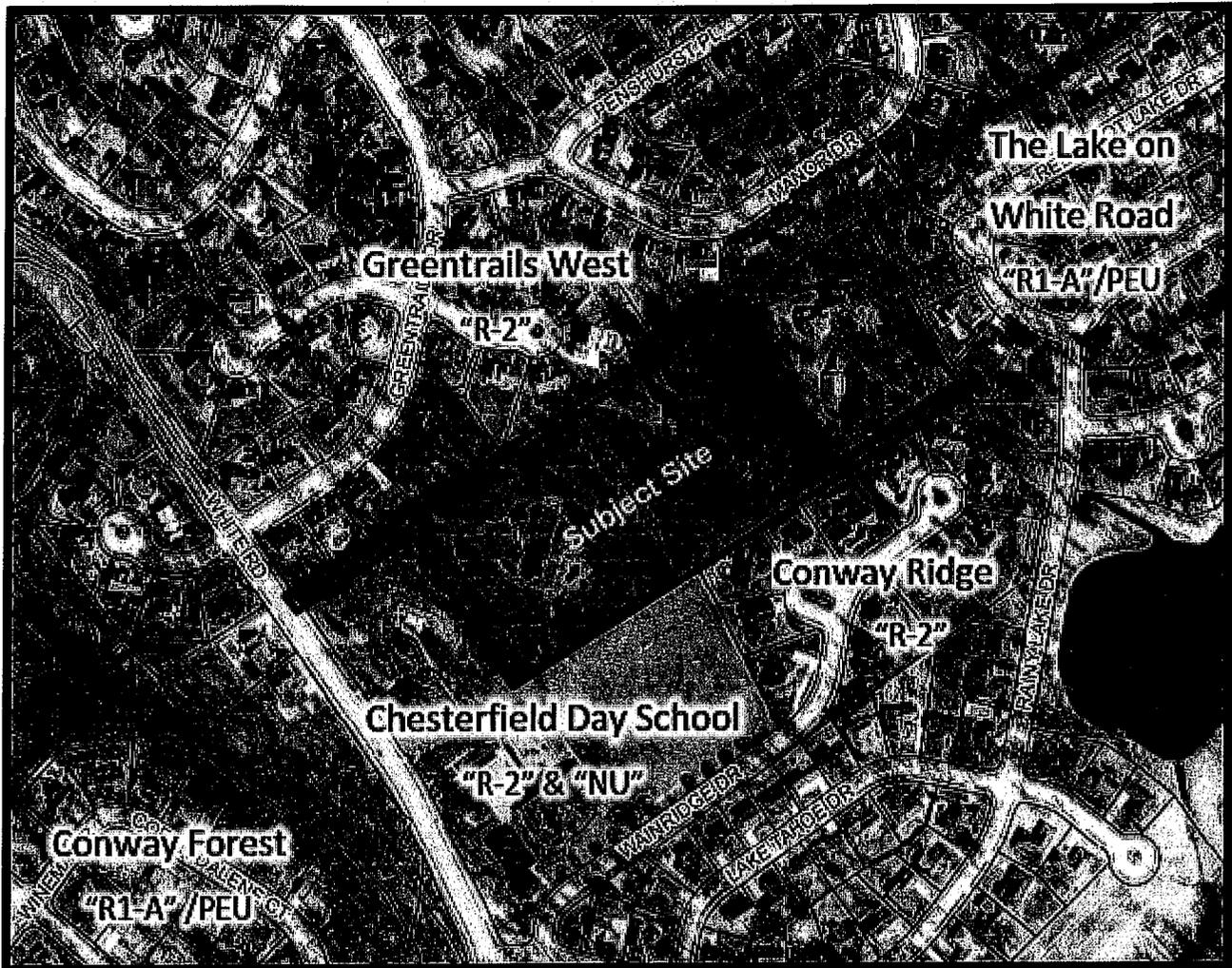
RE: **P.Z. 12-2015 Warwick on White Road (1050 and 1060 White Rd.):** A request for a zoning map amendment from a "NU" Non-Urban District to an "R-2" Residence District for an 8.31 acre tract of land located southeast of the intersection of White Road and Greentrails Drive (18R620266 and 18R340902).

Stock and Associates Consulting Engineers, Inc., on behalf of Fischer and Frichtel Custom Homes, LLC, has submitted a request for a zoning map amendment from a "NU" Non-Urban District to an "R-2" Residential District for an 8.31 acre tract that currently contains two single family homes.

A Public Hearing for this request was held at the January 11, 2016, City of Chesterfield Planning Commission meeting. At that time issues identified included stormwater runoff, buffering/privacy for existing, adjacent residents and preservation of specific trees. These items were discussed and additional information provided at the vote meeting held on January 25, 2016 after which the Planning Commission recommended approval of this change of zoning by a vote of 6-0.

This petition was reviewed by the Planning and Public Works Committee on February 4, 2016. The Committee discussed the three issues identified during the Public Hearing and asked pertinent questions of Staff and the Petitioner. The Committee approved a motion to forward this item to City Council with a recommendation to approve as presented by a vote of 4-0. After the vote was taken, an adjacent property owner submitted a letter of opposition which is attached to this report.

In addition to the above-mentioned letter of opposition, the Legislation for the request is attached. As a conventional (versus planned) zoning district, the legislation for this request will neither include a preliminary plan nor an Attachment A. If the request is approved, these parcels will have to adhere to the permitted uses and district regulations of the "R-2" Residential District as well as all other applicable code requirements. Also included in this packet is a copy of the Alta Survey and TSD submitted in conjunction with this request.



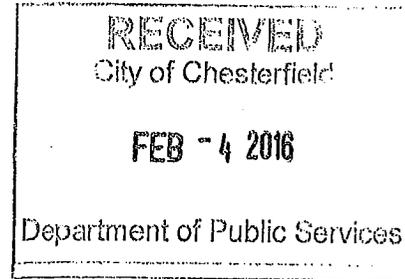
SEE BILL #

3071

✓ MBH
2/10/16

February 4, 2016

Planning & Zoning Commission
City of Chesterfield
Chesterfield, MO 63017



RE: Letter of Opposition- 1050 & 1060 White Road-Greentrails Rezoning and Redevelopment

Members & Staff:

I have a number of concerns regarding the rezoning of the aforementioned properties and how it relates to the overall development being approved and constructed and the adverse impact upon adjacent property owners.

I attended the January 11th meeting where George Stock stated that he sent a letter to each property owner the day of the hearing. Please be advised that I have received no such letter from his firm, nor have they made any contact regarding their proposal to rezone, build 10 homes and convert a private driveway behind my property into a public street.

I am very concerned that the private driveway to access these properties from White Road has not been substantially addressed in the rezoning request regarding the true feasibility to support the density of a change to R-2 zoning and the adverse impact this new road will have on adjoining property owners, effectively sandwiching them between two public roads.

In speaking with members of the Planning staff they all indicate it is **very tight**, but since a proposed site plan has not been put forth by the developer nor required for consideration of a zoning change, it is not yet to a point with the City's protocol for them to provide guidance.

Please ask yourselves:

- Would you like a developer to convert a private driveway to build a public street on the other side of your home's backyard property line?
- Would you reasonably expect your Planning and Zoning council members require as a condition of a rezoning request, that the same developer seeking to convert a private driveway servicing 3 estate homes to now serve 10 luxury homes with a plan of how they intend to have as little adverse impact on the adjacent property owners, some of whom have lived in their homes over 30 years.
- Is it reasonable for the adjacent property owners to 1050 & 1060 White Road to have these expectations and concerns?

It would seem impossible to vote in favor to rezone multiple properties that have existed since before 1988 when the City of Chesterfield's incorporated, knowing that the developer requesting the zoning change wants to build 10 luxury homes yet not require the same developer to disclose a preliminary site plan to determine its feasibility and impact on adjoining property owners and existing infrastructure such as roads and utilities.

The developer is a sophisticated homebuilder that has developed thousands of properties. They have clearly done their own due diligence to determine what could be built on these parcels and opted to proceed with a change in zoning. Planning & Zoning should be requesting more of the developer as part of the zoning change.

My primary issues with this proposed development are:

- Traffic & Density
- Privacy- Buffer & Street Lighting
- Remaining Estate Home- 1048 White Road

Traffic & Density

A change from NU to R-2 for 1050 & 1060 White Road will adversely impact the adjoining property owners of Greentrails Drive South due to the substantial traffic generated by 10+ Luxury Homes requiring a conversion of the current private driveway servicing 3 estate homes to a public street designed to service 10+ Luxury Homes and all of the services such as Trash, Yard Waste, Snowplows, Landscapers, Housekeepers and in home Child Care.

There will also be construction traffic for at least 2 years while the property is being developed.

This zoning change will enable a proposed development that would sandwich the Greentrails property owners between 2 public streets- Greentrails Drive and the new high traffic public road. This is completely out of alignment with virtually all other residential developments within the city of Chesterfield and adversely impacts at least 10 adjoining property owners.

While the developer may be making the case that they have the driveway access "by right" on a flagged lot, they are presently before Planning & Zoning requesting a major zoning change from 2 existing homes each on 4+ acre lots that predate the Chesterfield's incorporation in 1988, to erect 10 homes and by necessity convert that driveway to a public street.

The committee is under no requirement to approve the developers request.

This proposed use is substantially different than what it has been used for 30+ years and should be taken into account by the Planning Commission and its Staff.

Over 15 property owners with assessed values approaching \$10mm face this property from their back yards and are being adversely impacted. The driveway the developer will need to

widen is currently 3-4 feet from my small backyard which has an in ground pool and the driveway is at a higher elevation (several feet) than my yard.

Privacy- Buffer & Street Lighting

At the January 24th meeting I raised the issues of landscaping, fence buffers and street light requirements for the long driveway run from White Road to the top of the hill where the proposed homes would be built.

This prompted several member of the committee to raise the same concerns about what kind of buffers beyond the minimum would be required and the street lighting requirements. Currently there is one active light for this driveway on a utility pole. Keep in mind that to comply with the City's code, the new street lights would be more than what exists and illuminating the backyards and homes of all adjoining property owners creating a nuisance that currently doesn't exist.

For Landscaping Buffers, the elevation of the current driveway, Utility lines and lack of space between the current driveway and adjacent owners will require something along the lines of 6-8' wood privacy fencing and large evergreens. There are also substantial drainage issues due to the grade.

There are also substantial security issues with all of these of town workers hanging around behind our properties.

I would request that the developer be required to build the privacy fencing in advance of doing any site improvement as the adjacent owners are not interested in looking at a construction site for the next 2-3 years.

1048 White Road

1048 White Road is not requesting a zoning change, so this property will remain zoned NU and land locked, which doesn't seem to accomplish the goal of consistent R-2 zoning raised by the petitioner.

It is reasonable to believe that in the future this property may be sold to a developer with the same intentions of rezoning and tearing it down so that additional homes can be built, generating even more density and traffic. All of this is to the detriment of the existing home/property owners on Greentrails, West Manor and Wainridge, who all have substantial investments in their respective properties and backyards.

I would strongly urge the members of Planning & Zoning consider what future development might be for 1048 White Road and how it impacts adjoining properties versus just the 2 properties that are before you for rezoning.

In closing, I request that you reject the developer's rezoning request at this time until they can submit a plan that works for all parties.

Sincerely,



David Saverin
396 Greentrails Drive S
Chesterfield MO 63017

MONARCH-CHESTERFIELD LEVEE DISTRICT

APPOINTMENT OF LEVEE DISTRICT DELEGATE

City of Chesterfield, Missouri, as an owner of property within the Monarch-Chesterfield Levee District ("District"), hereby certifies that it has delegated to _____ the authority to exercise representation in voting on its behalf in matters involving the District, that said individual is recognized by the undersigned as having responsibility for representing it on and before the Board of Supervisors of the District, and that said individual shall be treated in all respects as the owner of the property with respect to matters relating to the District.

Any and all prior appointments or delegations of a levee district delegate on behalf of the City of Chesterfield, Missouri that are in effect on or prior to the date of this appointment are hereby revoked, rescinded and withdrawn in all respects.

This Appointment is executed and shall be effective on this __ day of _____, 2016.

CITY OF CHESTERFIELD, MISSOURI

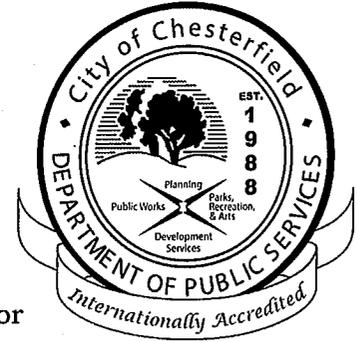
By: _____
Name: _____
Title: _____

The undersigned, _____, hereby accepts appointment as a delegate owner under and in accordance with the terms referenced above.

Print Name: _____

Date: _____

City Council Memorandum Department of Public Services



To: Michael Herring, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: February 8, 2016
CC Date: February 17, 2016
RE: **18626 Olive Street Rd (P.Z. 05-2014 Time Extension Request):** A request for an eighteen (18) month extension of time to submit a Site Development Concept Plan or Site Development Plan for a 2.391 acre tract of land zoned "PI" Planned Industrial District located southeast of the intersection of Olive Street Road and Spirit Valley East Drive (17W510060).

Proposal Summary

Chesterfield Blue Valley LLC., on behalf of Simon Woodmont Development LLC, has submitted a request for an eighteen (18) month extension to the time period for submittal of Site Development Concept Plans and Site Development Plans listed in the governing ordinance for the site at 18626 Olive Street Road. The current time period requirement expires on March 15, 2016. Chesterfield Blue Valley LLC has been unable to secure a buyer for the property and would like to extend the plan submission deadline to allow marketing to continue with the goal of the purchaser submitting plans that would address their development needs specifically.

Site History

The subject site was rezoned from an "NU" Non-Urban District to a "PI" Planned Industrial District in September of 2014 to allow for development similar to adjacent properties located in the Spirit Valley Business Park and Chesterfield Fence Company subdivisions. It is currently governed by Ordinance 2813 which was a result of the rezoning process in 2014. Prior to this, the subject site was incorporated into the City of Chesterfield under an "NU" Non-Urban District from St. Louis County. The site contained one (1) residential structure along with two (2) out-buildings until February of 2013 when these buildings were demolished by the current owner. Proper permits were submitted for this demolition.

Surrounding Land Use and Zoning

The land use and zoning for the properties surrounding this parcel are shown in Figure 1 on the next page.

✓ MBH
2/10/16

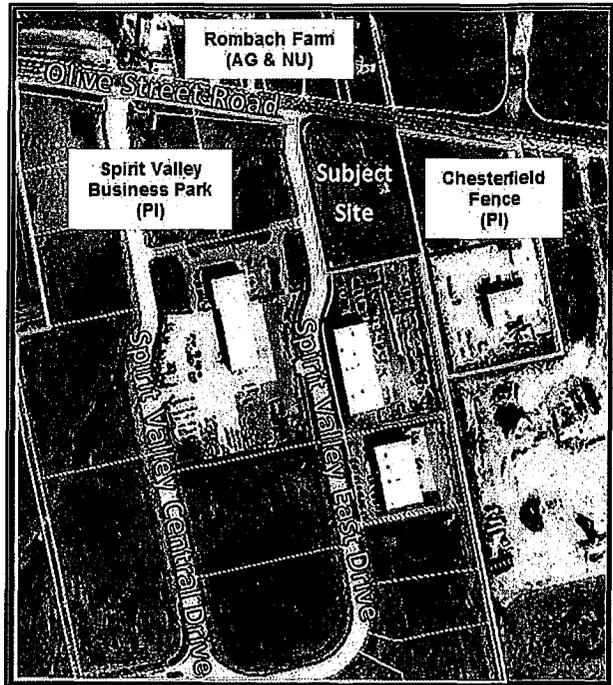
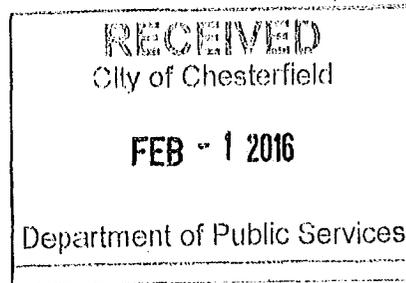
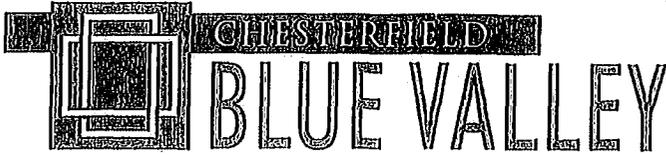


Figure 1

Request

City of Chesterfield Ordinance 2813 requires that a Site Development Concept Plan or Site Development Plan be submitted to the City within eighteen (18) months of the date of approval of the change of zoning. However, where due cause is shown by the developer, the time interval may be extended by the City Council for eighteen (18) months. Failure to comply with the established time limits will result in a new Public Hearing to be held at the time of the plan submittal. The applicant has requested the maximum extension permitted by Ordinance 2813.

A copy of the request letter from the applicant is attached to this report. Staff has reviewed the request and recommends approval of an eighteen (18) month time extension to accommodate the time needed to secure a buyer. If approved, this extension would expire on September 15, 2017.



January 29, 2016

Jonathan D. Raiche
Senior Planner
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017-0760

Re: PZ 05-2014 18626 Olive Street Road
Plan Submission – Request for Extension

Dear Jonathan:

In response to your letter of January 28, 2016, Chesterfield Blue Valley (CBV) respectfully requests an eighteen (18) month extension to the Time Period for Submittal of Site Development Concept Plans and Site Development Plans regarding the rezoning of the subject property. To date, CBV's marketing efforts have failed to secure a buyer for this property. An extension is necessary to continue our marketing efforts.

Thank you for your consideration of this request. Please do not hesitate to contact me or my assistant, Debbie Mueller, if you have any questions or need additional information.

Very truly yours,

A handwritten signature in black ink that reads 'R. Dean Wolfe'.

R. Dean Wolfe



DATE: February 9, 2016

TO: Michael G. Herring, ICMA-CM
City Administrator

FROM: James A. Eckrich, P.E. *JA*
Public Works Director / City Engineer

RE: Chesterfield Parkway Pedestrian Bridge – TAP 5410(626)
License Agreement

As you know, the City of Chesterfield was recently awarded a Transportation Alternatives Program (TAP) grant in an amount up to \$900,000 for the construction of a pedestrian bridge over I-64 near Chesterfield Parkway East. Because the bridge will span the interstate, the City of Chesterfield must receive permission from the Missouri Highways and Transportation Commission to construct the bridge.

Attached is the License Agreement required by the Missouri Highways and Transportation Commission. This License Agreement has been reviewed by City Staff and the City Attorney. In order to receive approval from the Missouri Department of Transportation to bid this project, the City of Chesterfield must enter into the License Agreement with the Missouri Highways and Transportation Commission (attached). The Agreement must be authorized via ordinance.

As detailed in the attached memorandum from Civil Engineer Kim Streicher, the City Staff anticipates a May 2016 bid opening with construction commencing this summer.

Action Recommended

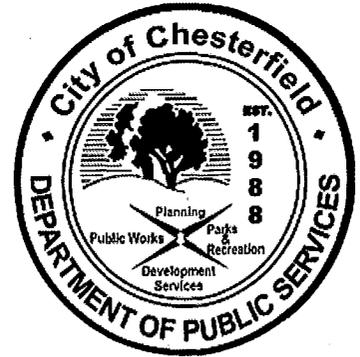
This matter should be forwarded to City Council for approval of the attached ordinance authorizing the License Agreement. Three (3) executed copies of the Agreement need to be forwarded to the Missouri Department of Transportation. Please note that the Agreement requires three signatures - the City Administrator, the City Clerk (attest), and the City Attorney (form).

Concurrence: *Craig White*
Craig White, Finance Director

cc: Michael O. Geisel, Director of Public Services

SEE BILL #
3072
JMBV

MEMORANDUM



DATE: April 15, 2015

TO: Michael G. Herring, ICMA - CM
City Administrator

FROM: James A. Eckrich, P.E.
Public Works Director / City Engineer

RE: Chesterfield Parkway East Pedestrian Bridge
Funding Authorization
Program Agreement Acceptance
Contract for Engineering Services

As you are aware, for some time the City of Chesterfield has sought funding for the construction of an independent pedestrian bridge over Interstate 64 (Highway 40) adjacent to the Chesterfield Parkway East overpass. The City invested in the engineering design for a pedestrian bridge 2010, and plans were completed in 2012. At that time City Council reserved \$420,000 of the General Fund – Fund Reserves for this project, in the hopes that Staff could obtain a grant to fund at least a portion of the project. From 2010 through 2013 City Staff submitted multiple grant applications through various grant programs, none of which were successful.

In 2014, City Staff submitted yet another grant application seeking funding for this project through the Transportation Alternatives Program (TAP). I am pleased to report that this grant application was successful, and that the City has been approved to receive up to \$900,000 of TAP funds. The total project cost is estimated to be \$2,075,000. This includes the costs for updating the design, notifying and coordinating with other governmental agencies and the affected utilities, acquiring right of way and easements, constructing the project, material testing, and inspection services. The full City share to complete this project is estimated to be \$1,175,000. As such, the prior \$420,000 General Fund – Fund Reserve set aside must be supplemented by an additional allocation of \$755,000.

Accordingly, **I request that this information be placed on the next Planning and Public Works Committee agenda for discussion and recommendation.** It is my recommendation that the Committee recommend to the full City Council, **to fund the City share of the project with an additional allocation from the General Fund – Fund Reserve in excess of the 40% reserve**

policy, in the amount of \$755,000, which results in a cumulative budgetary transfer in the amount of \$1,175,000. As recommended, this action will concurrently authorize budgetary amendments to increase both the expenditure and grant revenues associated with this project.

As you are also aware, Finance Director Craig White has updated the estimated 2015 end of year General Fund – Fund Reserve balance to be \$4.28 million over the 40% reserve policy.

Assuming City Council desires to proceed with the project, and authorizes the funding, a Program Agreement must be executed by the City and returned to MODOT. The Program Agreement contains the same standard language used within the other federally funded projects (Appalachian Trail, Greentrails South Drive, Ladue Road, Timberlake Manor Drive), and has been reviewed by the City Attorney. A copy of the Agreement has not been included in this packet, but is available upon request. A memorandum from Civil Engineer Zachary Wolff detailing the Program Agreement is attached.

This project will require engineering services to review and revise the necessary plans to meet all current standards, resubmit the plans to utilities and other governmental agencies, create the right of way and easement exhibits, prepare the bidding and construction documents, and provide structural drawing review during construction. In accordance with MODOT standards, which must be met due to the TAP funding, the City of Chesterfield has selected HR Green to perform these services, and has negotiated a scope and corresponding fee of \$80,031. The scope does not include construction services and material testing, which will be contracted separately closer to the bid date. A memorandum from Civil Engineer Zachary Wolff is attached which provides further details on the proposed engineering services contract with HR Green. A copy of the contract has not been included in this packet, but has been reviewed by the City Attorney and is available upon request.

In addition to the recommendation above, I also recommend that the Planning and Public Works Committee recommend to the full City Council, **to approve the Program Agreement with the Missouri Highways and Transportation Commission (via ordinance) and authorize the City Administrator to execute an Engineering Services Contract with HR Green in the amount of \$84,000.** This amount is included in the funding authorization recommended above.

Should you have questions or need additional information, please let me know.

Concurrence:

Craig White, Finance Director

Chesterfield Parkway East Pedestrian Bridge
April 15, 2015
Page 3

Cc Michael O. Geisel, Director of Public Services

BID RECOMMENDATION – CNG FUELING STATION

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, Staff recently negotiated a contract for design and construction engineering services associated with the construction of a CNG Fueling Station. The construction of this facility is an important component of the planned conversion of our Public Works Fleet, from diesel to Compressed Natural Gas (CNG), which was previously reviewed/approved by City Council.

Based upon the information contained in Mr. Eckrich's MEMO, I join with him in recommending approval of a contract, with EFK Moen, LLC, at a cost not-to-exceed \$178,600 for design services and \$83,300 for construction engineering services (TOTAL: \$249,405). As explained by Mr. Eckrich, 80% of this total cost (\$199,524) will be reimbursed to the City, due to grant funds previously obtained by Staff.

As always, if you have any questions, please contact Mr. Eckrich or me, prior to Wednesday's meeting.

DATE: February 4, 2016

TO: Michael G. Herring, ICMA-CM
City Administrator

FROM: James A. Eckrich, P.E. 
Public Works Director / City Engineer

RE: CNG Fueling Station



As you know, in 2015 the City of Chesterfield was awarded a Congestion Mitigation and Air Quality (CMAQ) grant for the incremental purchase of 13 trucks primarily fueled by compressed natural gas (CNG) and the construction of a CNG fueling station at the Public Works Facility in Chesterfield Valley. Prior to accepting the grant, the City Staff provided a presentation to the Planning and Public Works Committee explaining the details of the grant and the impact on the City's budget over a three year period (2015-2017). In October of 2015 City Council unanimously voted to proceed with the project and to authorize the execution of a program agreement with the Missouri Highways and Transportation Commission. As you may recall, the total project cost is \$1,400,300, with the grant funding up to \$1,120,024, or eighty percent, of the project costs.

In accordance with Missouri Department of Transportation requirements, the City of Chesterfield publicly advertised for qualification submittals for design and construction engineering services for this project in November of 2015. A selection committee comprised of Public Works Staff reviewed each of the nine proposals submitted. Staff ultimately determined that EFK Moen, LLC, partnered with CNG specialist Small Arrow Engineering, was the firm most qualified to perform the required engineering services. Accordingly, we entered into contract negotiations with EFK Moen and both parties have come to an agreement which is within the parameters allowed by the grant.

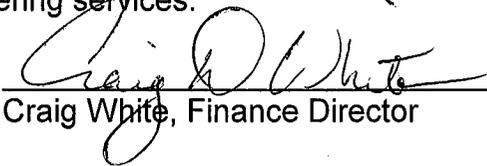
As noted within the attached memorandum from Civil Engineer Chris Krueger, Staff has negotiated a Contract with EFK Moen which has been approved by the MODOT. As is our practice regarding all City contracts, City Attorney Harry O'Rourke has also reviewed the Contract. Essentially the Contract provides for EFK Moen, LLC to provide design and construction engineering services at a fee of \$249,405. To allow for any change orders which may become necessary, Staff has requested that funding be allocated up to a not to exceed amount of \$261,900. Through the CMAQ grant, up to eighty percent of this cost, or \$199,524, will be reimbursed to the City of Chesterfield by MODOT. This will result in a City expenditure not to exceed \$62,376. The breakdown in fees is described in detail within the attached memorandum from Civil Engineer Chris Krueger.

If approved, design on this project will begin immediately, with vehicle acquisition occurring in late 2016 and construction of the fueling station commencing in early 2017.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute a Contract with EFK Moen, LLC authorizing a maximum expenditure of \$178,600 for design services and \$83,300 for construction engineering services.

Concurrence:



Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

MEMORANDUM



DATE: February 3, 2016

TO: James A. Eckrich, PE – Public Works Director/City Engineer

FROM: Chris Krueger, PE – Civil Engineer *CK*

RE: CNG Vehicle Fleet and Fueling Station Project – CMAQ-5410(627)

Engineering Services Contract 2016-PW-05

In October 2015, City Council authorized execution of a Program Agreement with the Missouri Highways and Transportation Commission for the incremental purchase of trucks primarily fueled by compressed natural gas and construction of a compressed natural gas fueling station in Chesterfield Valley (Ord. #2872). Per the Program Agreement, the federal share for the project will be up to \$1,120,023.60. The total project cost, including design, right-of-way, and construction, is estimated to be \$1,400,029.50.

In November 2015, a Request for Qualifications (RFQ) was released to seek the services of a consulting engineering firm to perform professional engineering services for the project. The City received Letters of Interest and Statement of Qualifications from nine firms. The submittals were evaluated based on criteria in the RFQ which included experience and technical competence, capacity and capability, and past record of performance. The top scoring firm was EFK Moen, LLC partnered with CNG engineering firm, Small Arrow Engineering. As such, they were selected as the most qualified firm to provide the necessary professional engineering services.

Staff met with EFK Moen and Small Arrow Engineering for an initial scoping meeting in December 2015. After a few weeks of negotiations, a scope of services was defined with a corresponding fee estimate of \$249,405.03. The fee includes \$170,095.97 for design services (2016) and \$79,309.06 for construction engineering (2017). The Engineering Services Contract and all supporting documentation has been reviewed by MoDOT.

I recommend requesting authorization to execute the enclosed Engineering Services Contract with EFK Moen, LLC to provide services for the CNG Fueling Facility and Vehicle Procurement Project in amounts not to exceed \$178,600 for design services and \$83,300 for construction engineering. Please note that both amounts include a modest 5% allowance for contingency funding to account for any unforeseen conditions and/or additional work. The City will be responsible for up to \$62,376, or twenty percent of the total fee.

Please let me know if you have any questions, or need additional information.

Attachments: CNG Project – Engineering Services Contract

cc: File 2016-PW-05

LIQUOR LICENSE REQUESTS

As detailed in the enclosed MEMOS, prepared by Andrea Majoros, Business Assistance Coordinator, the following LIQUOR LICENSE REQUESTS have been reviewed by both the Police Dept. and the Planning/Development Services Division of the Dept. of Public Services and are now recommended for your approval:

ZEN, 17535 Chesterfield Airport Road – Retail sale of beer/wine and Sunday Sales

CHESTERFIELD PRODUCE, 18521 Outlet Blvd – Full Liquor License, Liquor-by-the-Drink and Sunday Sales

At Wednesday's meeting, I will recommend approval of both licenses, which can then be approved by a voice vote.

Please let me know if you have any questions, prior to Wednesday's meeting.



MEMORANDUM

DATE: January 28, 2016

TO: Michael G. Herring, City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – ZEN

ZEN, 17535 Chesterfield Airport Rd, formerly “New China”, has requested a liquor license for retail sale of beer and wine by the drink and Sunday sales.

Mr. Steven Purdy is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Wednesday, February 17th City Council meeting, I will immediately issue this license.

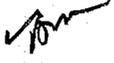
✓
MBH
2/9/16



MEMORANDUM

DATE: February 3, 2016

TO: Michael G. Herring, City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator 

SUBJECT: LIQUOR LICENSE REQUEST – CHESTERFIELD PRODUCE

Chesterfield Produce, 18521 Outlet Blvd, has requested has requested a new full liquor license to sell liquor by the drink and Sunday sales.

Ms. Betty Miller is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Wednesday, February 17th City Council meeting, I will immediately issue this license.

✓ MBH
2/9/16

LEGISLATION

BILL NO. 3070 – APPOINTS THE CITY ATTORNEY AND AUTHORIZES THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES (**FIRST READING**)

BILL NO. 3072 – AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE OVER INTERSTATE 64 (**FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE**)

BILL NO. 3073 – REPEALS SECTION 17 OF ORDINANCE NO. 8, RELATING TO THE OFFICE OF THE CITY ADMINISTRATOR, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ESTABLISHING ADDITIONAL PROVISIONS FOR THE APPOINTMENT OF A CITY ADMINISTRATOR PRO TEM, TO EXERCISE THE POWERS AND DUTIES OF THE CITY ADMINISTRATOR'S OFFICE DURING PERIODS OF THE TEMPORARY ABSENCE OF A REGULARLY APPOINTED CITY ADMINISTRATOR (**FIRST READING; CITY COUNCIL RECOMMENDS APPROVAL**)

BILL NO. 3074 – ESTABLISHES THE TERMS, CONDITIONS, COMPENSATION AND BENEFITS OF THE CITY ADMINISTRATOR PRO TEM AND EFFECTIVE DATES THEREOF (**FIRST READING; CITY COUNCIL RECOMMENDS APPROVAL**)

BILL NO. 3070

ORDINANCE NO. _____

AN ORDINANCE APPOINTING THE CITY ATTORNEY AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES

WHEREAS, due to a vacancy in the office of the City Attorney of Chesterfield, Missouri the Mayor with the consent of the City Council desires to appoint Daniel G. Vogel and the law firm of Cunningham, Vogel & Rost, P.C. as City Attorney and to provide legal services to the City; and

WHEREAS, to that end, the City Council desires to authorize the Mayor to execute a contract with Cunningham, Vogel & Rost, P.C. for legal services and to provide appointed City Attorney services;

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

Section One. The Mayor is hereby authorized to execute the Legal Services Agreement with Cunningham, Vogel & Rost, P.C. attached hereto and incorporated herein. Daniel G. Vogel and through Cunningham, Vogel & Rost, P.C., is hereby appointed City Attorney of the City of Chesterfield, Missouri. Cunningham, Vogel & Rost, P.C., in consultation with the City, shall designate and provide such attorneys in the firm and services to attend meetings and serve such other duties as City Attorney as may be deemed necessary or appropriate. The powers, duties, and terms of such office shall be as may be established by ordinance and as set forth in the attached Legal Services Agreement.

Section Two. This ordinance shall be in full force and effect on and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this _____ day of _____, 2016.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (the "Agreement"), made and effective the date of the last signature dated below, by and between the City of Chesterfield, Missouri (hereinafter referred to as the "City"), and Cunningham, Vogel & Rost, P.C. (hereinafter referred to as "CVR"):

WHEREAS, CVR and their designated attorney, Daniel G. Vogel, have been appointed to serve as City Attorney for the City; and

WHEREAS, it is the desire of the of the City to engage CVR and its attorneys to perform legal services for the City as City Attorney; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES EXPRESSLY MADE HEREIN, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. The term of engagement for legal services shall commence as of the date of this Agreement and shall continue at the pleasure of the Mayor and City Council until terminated by the City or CVR. CVR, through Daniel G. Vogel or other CVR attorneys in coordination with the designated City Attorney, shall attend the meetings and handle the Retainer/Basic Services as defined herein (the "City Attorney").

2. License. The City Attorney, any Assistant City Attorney (as hereinafter defined), as well as all supervising attorneys shall be duly licensed to practice law in the courts of the State of Missouri.

3. Substitute Attorney. In the event the designated City Attorney is unavailable to attend a meeting of the City Council or other board or commission as may be requested of him or her, the City Attorney shall designate an attorney with the firm ("Assistant City Attorney") to attend the meeting unless the Mayor and City Attorney determine that there is no need for legal counsel at such meeting. While attending meetings as provided herein, any Assistant City Attorney shall be Acting City Attorney and shall have all duties and authorities of the City Attorney. The City Attorney may designate an Assistant City Attorney, where appropriate and in communication with the City, to serve as the Acting City Attorney by default. Where CVR chooses to have the Assistant City Attorney and the City Attorney attend the same meeting, CVR agrees only to charge for that meeting time of the Assistant City Attorney only if two attorneys were requested by the City or CVR determines that the circumstance reasonably requires more than one attorney in attendance.

4. Retainer/Basic Services.

The following services shall be rendered to the City at the rate of \$165.00 per hour:

- a. Attendance and representation at all regular meetings of the City Council, including executive sessions;
- b. Attendance and representation at all regular meetings of the Planning Commission;
- c. Attendance and representation at all meetings of the Board of Adjustment;
- d. Consultations by telephone with the Mayor, Councilmembers, City Administrator and City Clerk, for legal advice on general municipal matters, up to five (5) hours per month.

5. Charges for Other Legal Services. Other legal services required by the City and not specified as Retainer/Basic services above shall be performed at the then applicable regular hourly rates of the applicable CVR attorneys or staff, which for 2016 range from between \$145.00/hour to \$190.00/hour for associates, and \$195.00/hour to \$335.00/hour for principals. To the extent paralegals or other legal staff perform designated tasks, 2016 regular hourly rates are currently \$80.00/hour to \$135.00/hour. The 2016 hourly rate schedule of CVR lawyers and staff is attached hereto. CVR and the City mutually agree that hourly rates designated in this Agreement and chargeable to the City may be adjusted upward each calendar year so that the rates, collectively, may increase in the aggregate not more than 5% per annum from the commencement of this Agreement. Bond Counsel Services requiring an opinion, or as otherwise specified by the parties, shall be compensated under such separately established mutually agreeable terms as are appropriate for the circumstances of the specific project and set forth in the bond approval document or other authority of the issuer. Any matters for which the City is entitled to reimbursement from a third party shall be billed at the regular hourly rates of CVR at the time the service is provided.

6. Billing Procedures. On a monthly basis, CVR shall bill the City for legal services and costs and shall provide the City with such details as it may request from time to time, including, without limitation, hourly reports and itemizations.

7. Cash Outlays. The City shall reimburse CVR for its normal cash outlays and costs, including those reflected on the hourly rate schedule attached hereto.

8. Right of Termination. The City and CVR shall have the right to immediately terminate this Agreement in its entirety at any time with or without cause.

9. Additional Terms of Engagement. Legal services shall be performed subject to the Additional Terms of Engagement attached hereto and incorporated herein.

10. Miscellaneous.

a. Severability. The provisions of this Agreement shall be deemed severable.

b. Contract Application/Award Requirements. The parties acknowledge that at the time of application and/or prior to award of this Agreement, the City has received on file proof of citizenship, residency or lawful presence of the signatory pursuant to §208.009 RSMo., and pursuant to §285.530 RSMo., a sworn affidavit and provision of documentation affirming enrollment and participation in a federal work authorization program.

c. Headings. The headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

d. Entire Agreement; Amendment. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

e. Counterparts. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CUNNINGHAM, VOGEL & ROST, P.C.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Daniel G. Vogel
333 S. Kirkwood Road, Suite 300
St. Louis, MO 63122

Bob Nation, Mayor

Dated: _____

Dated: _____

ATTEST:

Vickie Hass, City Clerk

ADDITIONAL TERMS OF ENGAGEMENT

Our Client. The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

Provision of Legal Services, Generally. This engagement is for provision of professional legal services and not for the provision of business, personal, accounting, technical, financial or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Bond Counsel Services. If legal services involve bond/note counsel services, including the rendering of an approving opinion of bond or note counsel: except as expressly provided in the foregoing letter, such services do not include assisting in the preparation or review of an official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the obligations or any other disclosure document with respect to the obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice regarding the official statement or other disclosure document. Other than preparation and delivery of transcripts, such services do not include providing continuing advice to you or to or any other party after closing on the obligations. Customarily, an approving opinion is delivered on the date the obligations are exchanged for their purchase price. An approving opinion will be based on and issued subject to facts and law existing as of its date. In rendering our approving opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and will assume continuing compliance by the issuer of the obligations with applicable laws relating to the obligations. During the course of this engagement, we will rely on you or other applicable parties to provide us with complete and timely information on all developments pertaining to any aspect of the obligations and their security. It is hereby acknowledged that the various legal opinions delivered concurrently with the delivery of bonds or notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Entire Agreement. The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation and are to be paid no later than thirty (30) days following the invoice date. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Determining the Fee. Generally, fees are primarily based on hourly rates for the respective lawyer or legal assistant involved. These rates vary depending on expertise and experience. We adjust these rates from time to time, as lawyers gain experience and expertise, and with economic conditions. When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The firm has clients in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement

with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Paralegals/Legal Assistants/Document Clerks. Certain work will be done by paralegals, sometimes called "legal assistants." Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Matters may require, from time to time, certain monetary advances to be made on your behalf by the firm. Some of "client disbursements" represent out of pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of these services are shown on client disbursement billings as "Electronic Research."

Client Files. During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

E-mail Confidentiality. This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm makes every effort to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm's computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

Public Information. The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm's sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.

CUNNINGHAM, VOGEL & ROST, P.C.

legal counselors to local government

BILLING RATES*

Attorneys:

Thomas A. Cunningham	\$335.00 @ hour
Daniel G. Vogel	\$325.00 @ hour
Paul V. Rost	\$295.00 @ hour
David A. Streubel	\$275.00 @ hour
G. Kimberly Diamond	\$215.00 @ hour
Erin P. Seele	\$195.00 @ hour
Margaret C. Eveker	\$170.00 @ hour
Steven M. Lucas	\$160.00 @ hour
Daniel T. Manning	\$155.00 @ hour
Emalea K. Black	\$135.00 @ hour **/ \$145.00 @ hour***

** August 2016

*** October 2016 (Attorney license pending)

Paralegals/Legal Assistants: \$80.00 to \$135.00 @ hour

COSTS & EXPENSES

Document Imaging	\$0.10 @ pg (B/W), \$0.50 (Color)
Facsimiles	no cost
Courier Services	at cost
Electronic Research	at cost (CVR discounted, pro-rated rate)
Mileage costs	no charge or actual cost
Long Distance Telephone	no charge
Miscellaneous	actual cost

* Billing rates effective as of January 1, 2016; subject to change.

BILL NO. 3072

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE OVER INTERSTATE 64.

WHEREAS, the City of Chesterfield was successful in obtaining a transportation alternatives grant for the construction of a pedestrian bridge adjacent to Chesterfield Parkway over Interstate 64; and

WHEREAS, in order to proceed with the project, TAP-5410(626), the City needs to enter into a License Agreement with the Missouri Highways and Transportation Commission; and

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into a License Agreement with the Missouri Highways and Transportation Commission in substantially similar form as that attached hereto as Exhibit A;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby directs and authorizes the City Administrator to enter into an Agreement with the Missouri Highways and Transportation Commission, in a form substantially similar to Attachment "A" hereto, relative to the construction of a pedestrian bridge adjacent to Chesterfield Parkway over Interstate 64, and to take all other actions necessary to effect such an agreement and carry out the provisions of this ordinance.

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

First Reading held _____

Memorandum

Department of Public Services



DATE: February 9, 2016

TO: Jim Eckrich, PE – Public Works Director/City Engineer

FROM: Kim Streicher, PE – Civil Engineer

RE: Chesterfield Parkway Pedestrian Bridge – TAP-5410(626)
Missouri Department of Transportation License Agreement

As you are aware, the City is nearing final approval of the plans, specifications, and estimate for the Chesterfield Parkway Pedestrian Bridge Project 2009-PW-19A.

The new pedestrian bridge will span Interstate 64, and the bridge abutments are also located in right of way owned by the Missouri Highways and Transportation Commission. As such, MoDOT is requiring a trail license agreement (attached). The agreement must be executed before MoDOT will obligate federal funds for the construction phase of this project.

The agreement gives the City a non-exclusive right to use Commission property freely and without charge to connect the portions of the Chesterfield Parkway sidewalk with a pedestrian bridge structure.

I recommend requesting authorization to execute the enclosed trail license agreement. In accordance with the February 9, 2016 email from MoDOT, the agreement must be approved via ordinance and a minimum of three (3) executed copies of the agreement and ordinance need to be returned to MoDOT.

I anticipate having right of way clearance and final plan approval from MoDOT by early April. I would anticipate a May 2016 bid opening and summer/fall 2016 construction schedule.

If you have questions or need additional information, please let me know.

Attachment: Trail License Agreement

CCO Form: RW37
Approved: 01/09 (ASB)
Revised: 06/13 (ASB)
Modified:

ST. LOUIS COUNTY
ROUTE 64

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LICENSE AGREEMENT**

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission") and the **City of Chesterfield** (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains State Route 64 (hereinafter, "Highway") as part of the State Highway System in St. Louis County, Missouri;

WHEREAS, the City owns and operates the Pedestrian trail(s) (hereinafter, "Trail") located throughout the area, including those portions of the Trail laying outside of the Commission's property limits of Highway lying between centerline station 388+45 and centerline station 388+75;

WHEREAS, the City desires to use that portion of the Commission property limits of Highway lying between centerline station 388+45 and centerline station 388+75, (hereinafter, "Trail Connector") for the users of the Trail to cross Commission property when traveling on those portions of the Trail laying outside the said Commission property limits;

WHEREAS, the Commission agrees to allow the City to use Commission property for the purposes, and subject to the terms and conditions, herein stated.

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

(1) LICENSE GRANTED: The Commission hereby grants the City and its successors, a non-exclusive right to use that portion of the Commission property across Highway at the location described on Exhibit "A" for the users of the Trail to cross the said Commission property to reach the point where the trail resumes, while traveling from one trail end to the other trail end outside the Commission property limits.

(2) CONSIDERATION FOR THIS LICENSE: The Commission grants this license freely and without charge, based on the City's express agreement to comply with the terms and conditions of this Agreement. This license is revocable by the

Commission through its Missouri Department of Transportation (MoDOT) representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the City violates any term or condition of this Agreement. The conditions of this License are:

(A) The license is conditioned on pedestrian or bicycle use of this area only.

(B) Use of the Commission property is prohibited in times of floodwaters on the Trail Connector.

(C) There will be no public park or recreational use or dedication of the Commission property for outdoor recreational use.

(3) WORK BY THE CITY: The City shall construct a paved surface on the Trail Connector in the Commission property limits of Highway lying between centerline station 388+45 and centerline station 388+75, pursuant to the plans and specifications as referred to herein. This non-exclusive license prohibits conversion of the property to a 4f or 6f property as stated in the Code of Federal Regulations 23CFR771.135. It is expressly understood and agreed that the primary purpose of the property which is the subject matter of this agreement shall remain for use of the Commission.

(4) CERTIFICATES/PERMITS: The City's Engineer will complete and provide the necessary permits and the no-rise certificate, which will certify that the proposed paved surface will cause "no rise" in the 100-year flood elevation.

(5) TRAIL CONNECTOR DESIGN: The City, consulting engineers and architects have prepared final plans and final specifications for the Trail Connector to be constructed by the City. The Trail Connector is designed to meet requirements of AASHTO, ADA, and Commission standards. The City shall submit to Commission's District Engineer (hereinafter, "District Engineer") the final plans and specifications for the Trail Connector for written approval by the District Engineer subject to the concurrence of the Federal Highway Administration (hereinafter, "FHWA") before any construction can begin over the Commission property. The general design and location of the Trail Connector is shown on Exhibit "B" which is attached to this Agreement and incorporated herein by reference.

The Commission shall either approve or disapprove the final plans and specifications for the Trail Connector within a reasonable time after receipt from the City. The Commission, having no authority over FHWA approval measures, makes no representation as to the amount of time necessary to obtain FHWA concurrence to approval of the final plans and specifications. However, the Commission will promptly cooperate with and provide all information within its control to the FHWA in order to expedite the approval process.

After written approval is obtained from the Commission and upon proper

application by the City, the Commission shall issue, through its District Engineer or the District Engineer's authorized representative, any permits necessary for the City to perform the work contemplated herein. Any significant revision in the design or construction of the Trail Connector shall receive prior written approval of the Commission subject to concurrence by the FHWA. The Trail Connector shall be constructed in accordance with the plans and specifications to the satisfaction of the District Engineer or the District Engineer's authorized agents.

(6) PLAN SHEET: The plan sheet showing the property lines subject to this license is attached to this Agreement as Exhibit "C" and incorporated herein by reference.

(7) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the City will enter into a construction contract with an approved Contractor (hereinafter, "Contractor") to construct the Trail Connector Improvements in accordance with the approved plans and specifications. The City shall cause Contractor to submit appropriate documentation to the Commission, to include the following provisions:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Trail Connector and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Responsible Party for Payment: The Contractor will look solely to the City for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission, its employees, agents, successors, or assigns.

(C) Construction Bonds: The City shall acquire from the Contractor and shall deliver, prior to commencement of work on the Trail Connector, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the City and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for work other than the Trail Connector. The performance and payment bond requirement does not render the Trail Connector construction project a public works project.

(8) RESTORATION OF COMMISSION PROPERTY: At all times during the construction or maintenance of the Trail Connector, the City and Contractor shall construct and maintain the Trail Connector in a manner that will not injure or damage the paved highway facility area or any of Commission property adjacent thereto, unless

as specified herein. After construction of the Trail Connector, the City will restore the unpaved property to its original condition, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the City.

(9) TRAIL CONNECTOR COST: The City shall construct and maintain the Trail Connector at its own cost and expense in accordance with the final plans and final specifications as approved by the Commission and the FHWA. If and when the highway is expanded, the Commission is fully responsible for cost of the restoration to the Trail Connector. Once restoration has been completed the City shall resume its maintenance responsibility for the Trail Connector.

(10) DURATION OF LICENSE: The Commission and the City agree that this license and all rights of entry granted hereunder shall terminate and no longer be in effect no later than sunset on March 1, 2041. Upon approval of both parties, the terms and conditions of this Agreement are renewable for an additional twenty-five (25) years from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(11) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership or joint venture for any purpose whatsoever.

(12) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the City assumes the risk of their presence, unknown and undetected. If the City discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the City is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(13) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the use of the Trail Connector, their treatment will be handled in accordance with Sections 194.400 to 194.410, RSMo, as amended. There are no human remains, sacred objects, artifacts or other items of value known to be on the subject Trail Connector, to the best knowledge of Commission's MoDOT representatives. However, if the City finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the City shall immediately

cease the use of the Trail Connector and contact the Commission's MoDOT representatives.

(14) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If the City defaults and abandons the Trail Connector construction project, the Commission has the right, at its discretion, to complete construction of the Trail Connector or demolish the structure. The Commission shall have the right to charge all payments associated with and costs of construction or demolition to the City. Such assignment is at the option of the Commission, so that the Commission, if it elects, may compel performance and payments by Contractor (or a substitute contractor) in compliance with the construction contract as secured by the required surety bonds.

(15) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The City agrees to provide to the District Engineer a traffic control plan for handling traffic during the contemplated construction. The City agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to minimize disruption of the traffic flow. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(16) MAINTENANCE AND REPAIR: At all times during the construction of the Trail Connector and after its completion, the site of the Trail Connector and all related structures and approaches will be maintained by and at the expense of the City with respect to City use and operation of the Trail Connector so as to assure that these structures and the area within, above and beside Commission's property will be kept in accordance with ADA and Commission standards and in good condition as to safety, use and appearance and such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. The City's maintenance requirements herein shall be limited to the maintenance required for the use of the Trail Connector as provided for herein. Notwithstanding anything herein to the contrary, the City shall have no maintenance requirements with regard to the paved highway area on Commission property, except for cleaning trash or items thrown from the Trail Connector and maintaining any adjoining highway structure in a graffiti-free condition in accordance with direction as provided by MoDOT.

(17) THE COMMISSION ACTION IF THERE IS FAILURE TO MAINTAIN PROPOSED STRUCTURE: In the event the City fails to meet its maintenance obligations set forth in this Agreement, the Commission or its contractors, agents and employees shall have the authority, but not a duty or obligation, to maintain the facility as the Commission deems necessary. If the City fails to begin making repairs within thirty days of receiving written notice or fails to continue with the repairs in a diligent manner, the maintenance work may be performed by the Commission, unless the District Engineer or his/her authorized representative determines that an actual or

potential emergency exists requiring immediate repairs. Any expenses incurred by or on behalf of the Commission in performing the maintenance work described in this section shall be the debt of and shall be chargeable to the City.

(18) MAINTENANCE PERMIT: Any maintenance performed on the infrastructure of the Trail Connector shall require a permit to be issued by the District Engineer, or the District Engineer's authorized representative. Maintenance of the Trail Connector within the roadway limits may require proper lane closures as specified in the Manual on Uniform Traffic Control Devices or as directed by the District Engineer. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(19) REQUIRED INSPECTIONS OF STRUCTURE:

(A) Upon completion of the construction of any structure on or over the Commission's property, the City, and any successors in interest of the City, shall be required to have scheduled inspections of said structure to ensure the safety of the traveling public. All inspections shall be done in accordance with the current version of the National Bridge Inspection Standards as found in 23 CFR 650 Subpart C.

(B) The City shall be responsible for maintaining inspection records and shall promptly submit all written inspection reports, photographs, and other inspection related information along with a cover letter highlighting any structural deficiencies found to the following: (1) To the Commission District Engineer having responsibility for the roadway above or under the Proposed Structure; (2) To the Commission's State Bridge Maintenance Engineer, 105 W. Capitol, Jefferson City, Missouri.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer, or district engineer's authorized representative, prior to working on the Commission's property, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer, or district engineer's authorized representative, will not be required for work outside of the Commission's property; and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) ASSUMPTION OF RISK AND RELEASE:

(A) Assumption of Risk: The City, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and using the Commission's property for the activity permitted herein.

(22) REVOCAION OF AGREEMENT: This license granted in this Agreement is at the pleasure or discretion of the Commission. The occurrence of any one of the following shall constitute a default by the City under the terms of this Agreement and, at Commission discretion, may result in revocation of this Agreement.

(A) Failure to Construct the Trail Connector as Approved: The Trail Connector is not completed in compliance with the plans and specifications approved or approved as modified by the Commission and the FHWA;

(B) Nonuse or Abandonment of Trail Connector: The Trail Connector ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Trail Connector is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and it cannot be repaired or the City will not repair the Trail Connector to a condition satisfactory to the Commission and the FHWA;

(D) Violation of Agreement: The City violates any term of this Agreement;

(E) Change in Use: The City changes or attempts to change the use or purpose of the Trail Connector, without prior written approval of the Commission, with the concurrence of the FHWA;

(F) Violation of Laws: The City constructs, operates, uses or maintains the Trail Connector or any other structure within the Commission's property in violation of any state or federal laws or regulations which are applicable at that time, but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time;

(G) Failure to Pay Debts: The City fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The City fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof is deemed void or invalid by a court of competent jurisdiction.

(J) Unsafe Action: If the City acts in an unsafe manner, negligently, or refuses to follow safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and to no other person or entity.

(K) Removal of the Trail Connector: In the event this Agreement is revoked under provisions of Section (22) of this Agreement and the Commission deems it necessary to request to remove the Trail Connector Improvement, the removal shall be accomplished by the City or a responsible party as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the Trail Connector removal paid by the City.

(23) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may suspend this license as needed to redesign, relocate, or alter the highway at this location. Further, should the Commission find that changes should be made at this location, but does not desire to terminate this Agreement, the Commission shall make changes at its expense. Once the changes have been completed, the City shall resume its maintenance responsibility for the Trail Connector.

(24) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Trail Connector. On premise directional signs pertaining only to the

Trail and the Trail Connector will be allowed, as approved by the Commission in the plans submitted by the City for this product.

(25) OPPORTUNITY TO CURE: As to any default described in paragraph (22) above, same shall not be a basis of terminating or revoking this Agreement until written notice is delivered to the City specifying the default with particularity, giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the City within the applicable time.

(26) REMOVAL OF THE TRAIL CONNECTOR: In the event this Agreement is revoked and the Commission deems it necessary to request the removal of the Trail Connector Improvement, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the Trail Connector removal paid by the City.

(27) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the herein contemplated construction, the City agrees that said relocation or adjustment shall be in accordance with the detailed plans as approved by the Commission with all costs and expenses associated with the utility relocation or adjustment paid by the City.

(28) NONDISCRIMINATION: The City, for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the City facilities served by the Trail Connector.

(29) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(32) SURVIVABILITY: The City's obligation to the Commission under this Agreement shall survive the completion of the terms of this Agreement.

(33) DEFENSE: This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other

matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(36) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant this license. The Commission makes no representation that it has full fee simple title to the property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in connection with this Agreement.

(37) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City of Chesterfield, Missouri:
690 Chesterfield Parkway West
Chesterfield, MO 63017
(636) 537-4764
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
(573) 522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(38) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(39) LIABILITY INSURANCE: The City agrees to provide the Commission with liability insurance to protect and defend the Commission from liability for any claim arising out of the negligent or deficient design, construction, maintenance, use or inspection of the trail, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars (\$500,000) per person and Three Million Dollars (\$3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo). If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to the City.

(A) Additional Named Insured: Each such insurance policy shall specify as the "insured" or "additional named insured" the Commission, the Missouri Department of Transportation, and their members, agents, officers and employees, who are collectively described in this provision as "the insured state entities". At the City's election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the City, naming another party or parties as insured also. However, if the City elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the City begins construction of the trail on Commission property, for as long as that trail remains open for public use of it and the adjacent segments. Upon request, the City shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the City to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by _____ of _____ this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

THE CITY OF _____, MISSOURI

By: _____

By: _____

Title _____

Title _____

Attest: (SEAL)

Attest: (SEAL)

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

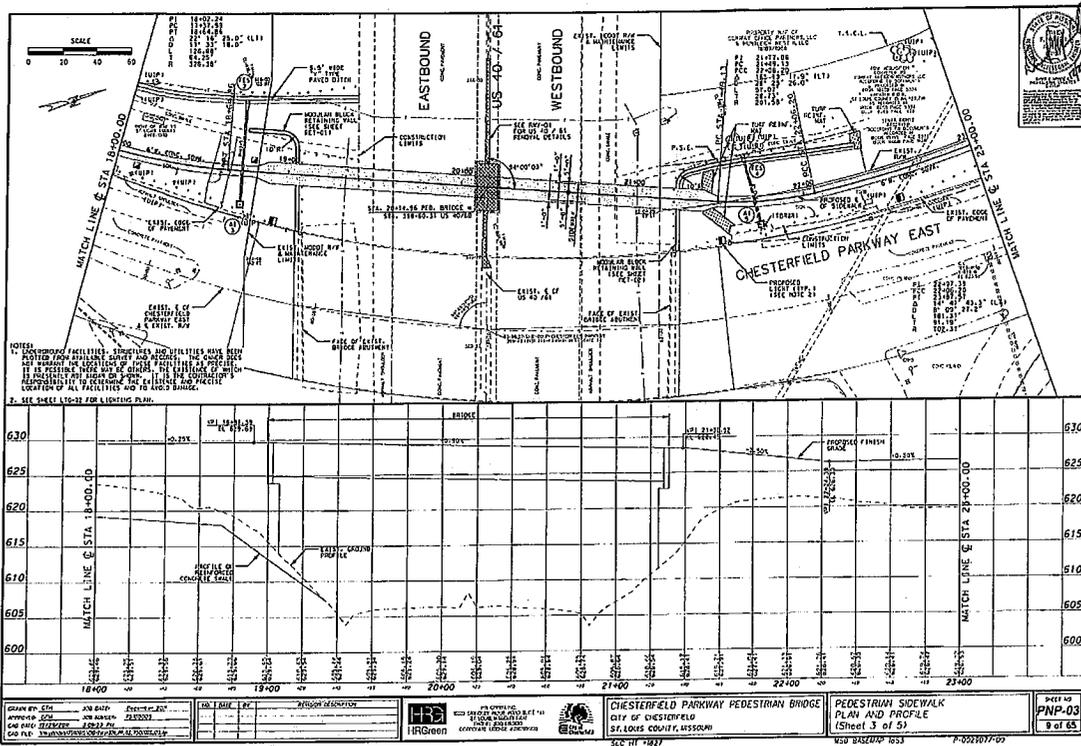
Title: _____

Ordinance No. _____

EXHIBIT A



EXHIBIT C



BILL NO. 3073

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 17 OF ORDINANCE NO. 8, RELATING TO THE OFFICE OF THE CITY ADMINISTRATOR, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ESTABLISHING ADDITIONAL PROVISIONS FOR THE APPOINTMENT OF A CITY ADMINISTRATOR PRO TEM, TO EXERCISE THE POWERS AND DUTIES OF THE CITY ADMINISTRATOR'S OFFICE DURING PERIODS OF THE TEMPORARY ABSENCE OF A REGULARLY APPOINTED CITY ADMINISTRATOR

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, AS FOLLOWS:

Section A. Section 17 of Ordinance No. 8, passed and approved on June 1, 1988, is repealed and a new, amended Ordinance provision enacted in its place, to read as follows:

Section 17. Administrator Pro Tem. The City Council may designate an individual officer or employee of the City, other than a member of the City Council, who shall serve for a period of not more than six (6) months, unless renewed by the City Council for one or more additional periods of not more than six (6) months, as a temporary Administrator, to be known as the Administrator Pro Tem, (a) in order to perform the duties of the Administrator during any period in which the Administrator is absent due to illness, disability, vacation, or for personal reasons, and (b) in order to prevent any period of vacancy in the office of City Administrator following the death, removal or resignation of the City Administrator without the office having been filled pursuant to the provisions of Section 77.450 of the Missouri Revised Statutes of 1986, as amended. The individual designated as the Administrator Pro Tem shall have all the powers, rights and duties of the Administrator during such period of service as Administrator Pro Tem, but shall receive no additional compensation therefor unless authorized by the City Council, which may set additional terms, conditions and benefits for the service of the Administrator Pro Tem. The Administrator Pro Tem may designate another officer or employee of the City, other than a member of the City Council, to perform the duties of the Administrator, but to receive no additional compensation therefor, during any period of up to two (2) weeks while the Administrator Pro Tem is serving as the temporary Administrator but is himself or herself absent due to illness, disability, vacation, or for personal reasons.

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

City Clerk

First Reading Held: _____

BILL NO. 3074

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE TERMS, CONDITIONS, COMPENSATION AND BENEFITS OF THE CITY ADMINISTRATOR PRO TEM AND THE EFFECTIVE DATES THEREOF.

WHEREAS, Section 77.590 of the Revised Statutes of Missouri authorizes the City Council the authority to promulgate ordinances for the “good government and welfare of the city”; and

WHEREAS, Section 77.370(6) of the Revised Statutes of Missouri provides that the City Council may, by ordinance, set the manner of appointment of any officer of the City, except the Mayor and members of City Council; and

WHEREAS, Ordinance No. _____ of the City of Chesterfield authorizes the City Council to designate an individual officer or employee of the City to serve as City Administrator Pro Tem, and to set the terms, conditions, benefits and compensation of such office; and

WHEREAS, the City Council has appointed Michael O. Geisel to serve in the office of City Administrator Pro Tem, pursuant to Resolution number _____ of the City of Chesterfield; and

WHEREAS, the City Council of the City of Chesterfield determines that it is expedient for the good government of the City to set the, terms, conditions and benefits for Michael O. Geisel during his tenure as City Administrator Pro Tem, consistent with the employment agreement attached hereto, and to set the amount of compensation for Michael O. Geisel as City Administrator Pro Tem at a rate of one hundred sixty thousand dollars (\$160,000.00) per year, payable in equal monthly installments;

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

Section 1. The President Pro Tem of the City Council is hereby authorized and directed to enter into an employment agreement with Michael O. Geisel in a form substantially similar to the agreement attached hereto.

Section 2. The compensation for Michael O. Geisel as City Administrator Pro Tem shall be at a rate of one hundred sixty thousand dollars (\$160,000.00) per year, payable in equal monthly installments, effective April 1, 2016.

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

First Reading Held: _____

CITY ADMINISTRATOR PRO TEM EMPLOYMENT CONTRACT

This CITY ADMINISTRATOR PRO TEM EMPLOYMENT CONTRACT (the "Contract") is made and entered into between the City of Chesterfield, Missouri (the "City") and Michael Oliver Geisel (the "City Administrator Pro Tem" or "CAPT").

WHEREAS, Michael Oliver Geisel has been employed continuously by the City in progressively increasing responsible capacities since October 13, 1988; and

WHEREAS, the City desires to employ Michael Oliver Geisel as City Administrator Pro Tem of the City of Chesterfield, as provided in and allowed by the Ordinances of the City and the statutes of the State of Missouri; and

WHEREAS, Michael Oliver Geisel desires to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The CAPT shall perform his duties in conformance with the ordinances of the City. He shall also be subject to all germane employment provisions of the City and to the City's personnel rules and regulations. The CAPT shall perform such other duties as may be required by the City Council at all times when he is not required by law or City Ordinance to perform the duties of the permanent City Administrator, during the absence of the permanent City Administrator.

SECTION 2. Term of Employment, Termination, and Reversion of Position

A. The term of employment shall be indefinite, commencing on April 1, 2016, and continuing until such time as it is terminated by either party as provided herein.

B. The CAPT may terminate this Contract by providing a written notice of resignation not less than two calendar months prior to the effective last date of employment. However, in the event of such resignation, the City Council may, in its sole discretion, accelerate the termination date. In the event the City Council unilaterally accelerates the termination date without the mutual consent of the CA, the CA shall be entitled to receive all compensation, sums due, and continued employee benefits as if he worked continuously through and up to the effective last

date of employment in the notice. In the event of resignation, the CA shall not be entitled to any severance payment, as described in Section 7.

- C. At any time prior to October 1, 2016, any of the three people/groups below may declare the CAPT position vacant and return Michael Oliver Geisel to his previous position, salary, and benefits with the City. Such a declaration shall be provided in accordance with Section 10 of this Contract. The people/groups are:
1. Michael Oliver Geisel
 2. A majority of the City Council with the concurrence of the Mayor.
 3. Two thirds of the City Council without the concurrence of the Mayor.

SECTION 3. Initial Salary, Vehicle, Other Benefits

- A. The yearly salary for the CA will be set by ordinance. It will be payable in equal installments at the same time and manner as other full time City employees.
- B. The CAPT will be considered for salary adjustments on an annual basis, as described in Section 4, with the ordinance establishing his salary then amended.
- C. The CAPT shall be provided use of a City vehicle for business and personal use. The vehicle provided shall be of a style and type which can otherwise be utilized in City operations and which will be rotated into the City fleet as deemed necessary and in accordance with the normal City fleet replacement schedule as budgeted.
- D. The CAPT shall receive the same employee benefits as other City Department Heads, including holidays, other fringe benefits, and working conditions. As an existing employee, Michael Oliver Geisel will retain all employment benefits previously accrued. Vacation leave shall continue to be earned and accrued as provided to other City Employees based upon length of service.

SECTION 4. Performance Evaluation

- A. The City Council and Mayor shall annually review and evaluate the performance of the CAPT. This process is normally performed in January of each calendar year, with any proposed increase in salary deemed to have taken place as of January 1 of that year. The process for the review shall utilize goals and performance objectives as established by a City Council Policy.
- B. The first review will take effect on January 1, 2017. Based on satisfactory performance during the previous period, the minimum raise to the annual salary of

the CAPT will be \$5,000.00 for the January 1, 2017 salary. Future reviews and adjustments will be as described in paragraph A above.

SECTION 5. Disciplinary Action

Except for termination, the CAPT is subject to disciplinary action in the same manner as other employees, provided that this action can be taken only by a majority of the City Council with the concurrence of the Mayor or by a 2/3 majority of the City Council without the concurrence of the Mayor.

SECTION 6. Termination for Cause

A. Notwithstanding Section 2, the CAPT may be terminated for cause, and will not receive any severance pay as described in Section 7, if:

1. The CAPT willfully, knowingly, and continuously fails or refuses to comply with the ordinances, policies, standards, or regulations of the City.
2. The CAPT shall be found, beyond a reasonable doubt, to have committed fraud, dishonesty, misappropriation of funds, embezzlement, or other acts of gross misconduct in the performance of his duties on behalf of the City.
3. The CAPT negligently fails or willfully refuses to perform faithfully any of the provisions of this Contract.

B. If the CAPT is terminated for cause, he may contest that determination through arbitration for the sole purpose of determining whether he is entitled to the payment of severance per Section 7 of this Contract. Any request for arbitration shall be filed with the City Clerk within thirty calendar days from the CA's receipt of the final resolution of removal, and the hearing shall be conducted by an arbitrator satisfactory to the parties at the earliest time practicable.

1. If the parties cannot agree on an arbitrator, an arbitrator shall be selected by the Circuit Court of St. Louis County. Hearing and discovery procedures shall be established by the arbitrator and shall be in substantial conformance with the procedures set forth in the American Arbitration Association National Rules for the Resolution of Employment Disputes.
2. The ruling by the arbitrator shall be final and binding for all parties for all purposes and shall not be subject to court review. The City shall pay all costs of arbitration and the City shall pay all reasonable attorney fees and

costs if the CAPT prevails in the arbitration; otherwise, the parties shall bear their own attorney fees and related costs.

SECTION 7. Severance

A. With the exception of lawful disciplinary measures, if the City reduces the salary or other financial benefits of the CAPT in a greater percentage than an applicable across-the-board reduction for all employees of the City, or if other benefits are reduced or denied for the CAPT as agreed herein, then the CAPT may, at his option, be deemed to have been removed without cause at the date of such reduction.

B. If the CAPT is terminated as in Section 2 of this Contract or is removed under the above paragraph, then he will be entitled to severance compensation and continuance of employee benefits, except for the continued accrual of paid leave. If such termination or removal occurs before June 1, 2017, then the CAPT will be entitled to six months of severance pay and continued benefits. Termination or removal at a later date will entitle the CAPT to three months of severance pay and continued benefits.

SECTION 8. Miscellaneous

A. The CAPT acknowledges that his office is classified as exempt salaried under the Federal Labor Standards Act as it pertains to overtime benefits and that he is not eligible for overtime pay. The City acknowledges that the CAPT is a professional employee and that his employment will require work in excess of regularly scheduled office hours. As such, the CAPT shall be afforded the discretion to take reasonable personal leave at appropriate times during office hours, provided such leave does not interfere with the discharge of his duties as CAPT, as determined by the Mayor and City Council.

B. The City shall not establish any residency requirements for the CAPT.

SECTION 9. General Contract Provisions

A. This Contract shall constitute the entire agreement between the parties and may only be amended in writing.

B. This Contract shall become effective upon execution of the Contract by the parties. The City's approval shall be as authorized by a City ordinance authorizing this Contract to be entered into by the City.

C. If any provisions, or portion thereof, contained in this Contract is held invalid or unenforceable, the remainder of this Contract or portion thereof, shall not be affected and shall remain in full force and effect.

D. This Contract shall be governed by Missouri Law.

SECTION 10. Notices

A. All notices required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

CITY OF CHESTERFIELD

City of Chesterfield
Attention: Mayor
690 Chesterfield Parkway West
Chesterfield, MO 63017-0670

With copies to:

City of Chesterfield
Attention: City Clerk
690 Chesterfield Parkway West
Chesterfield, MO 63017-0670

City of Chesterfield
Attention: President Pro-Tem, City Council
690 Chesterfield Parkway West
Chesterfield, MO 63017-0670

City of Chesterfield
Attention: City Attorney
690 Chesterfield Parkway West
Chesterfield, MO 63017-0670

CITY ADMINISTRATOR PRO TEM

Mr. Michael O. Geisel
1114 Athena Way
St. Peters, MO 63376

B. All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

IN WITNESS THEREOF, the parties have executed duplicate originals of this Contract on the dates noted.

CITY OF CHESTERFIELD, Missouri

By: Michael O. Geisel,
City Administrator Pro Tem

By: _____
Title: _____

LEGISLATION – PLANNING COMMISSION

BILL NO. 3071 – AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-2” RESIDENTIAL DISTRICT, FOR AN 8.31 ACRE TRACT OF LAND, LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)

BILL NO. 3071

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-2” RESIDENTIAL DISTRICT FOR AN 8.31 ACRE TRACT OF LAND LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE [1050 and 1060 WHITE ROAD] – 18R620266 & 18R340902).

WHEREAS, the petitioner, Stock and Associates Consulting Engineers, Inc., has requested a change in zoning from an “NU” Non-Urban District to an “R-2” Residential District for 8.31 acres located southeast of the intersection of White Road and Greentrails Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on January 11, 2016; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the City Council, having considered said request, voted to approve the change of zoning request.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-2” Residential District designation for 8.31 acres located southeast of the intersection of White Road and Greentrails Drive and as described as follows:

A tract of land being part of U.S. Surveys 109 and 366 in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at the Point of intersection of the Eastern line of White Road, 40 feet wide with the Northwestern line of U.S. Survey 366; thence along the Northwestern line of said U.S. Survey 366 and the Northwestern line of U.S. Survey 109 North 58 degrees 00 minutes 00 seconds East, 1119.61 feet to the Northernmost corner of a tract of land described in a deed to Raymond and Rosemarie Dunn as recorded in Deed Book 6863, Page 2388 of the St. Louis County Records; thence along the Northwestern line of said tract South 31 degrees 44 minutes 26 seconds East, 407.80 feet to the Southernmost corner thereof; thence along the Southeastern line of said Dunn tract North 58 degrees 00 minutes 00 seconds East, 320.45 feet to the Easternmost corner thereof, said point being on the Northeastern line of a tract of land described in a deed to YMA Group as recorded in Deed Book 12519, Page 2034 of the St. Louis County Records; thence along said Northeastern line South 31 degrees 44 minutes 26 seconds East, 9.52 feet to the Easternmost corner of said YMA Group tract; thence along the Southeastern line of said YMA Group and the Southeastern line of a tract of land described in a deed to T&C Properties, LLC as recorded in Deed Book 20760, Page 1145 of the St. Louis County Records South 58 degrees 00 minutes 00 seconds West, 1135.91 feet to the Southernmost corner of the T&C Properties, LLC tract; thence along the Southwestern line of said tract North 34 degrees 43 minutes 11 seconds West, 367.73 feet to a point on the Southeastern line of a 50-foot wide strip described in the aforesaid Deed Book 20760, Page 1145; thence along the Southeastern line of said tract South 58 degrees 00 minutes 00 seconds West, 282.92 feet to a point on the aforesaid Northeastern line of White Road; thence along said Northeastern line North 34 degrees 10 minutes 12 seconds West, 50.04 feet to the Point of Beginning according to a survey by Stock & Associates Consulting Engineers, Inc. during October, 2015 and containing 362,016 square feet or 8.310 acres more or less.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

Section 3. The City Council, pursuant to the petition filed by Stock and Associates Consulting Engineers, Inc. in P.Z. 12-2015, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 11th day of January 2016, does hereby adopt this ordinance pursuant to the power granted to the

City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2016

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: _____

No.	Tree Name	DBH Size- Caliper Inch	Canopy (Diam)	Condition Rating	Comment
1	Boxelder	11	30	2	
2	Black Locust	10	24	2	
3	Mulberry	48	22	2	
4	Black Locust	10	24	2	
5	Black Locust	18	30	2	
6	Black Locust	20	30	2	
7	Elm	9	24	2	
8	Boxelder	9	18	2	
9	Boxelder	6	18	2	
10	Cypress	5	8	3	In OE R.O.W.
11	Cypress	6	10	3	In OE R.O.W.
12	Black Locust	24	22	2	
13	Cypress	9	10	3	In OE R.O.W.
14	Elm	12	40	3	In OE R.O.W.
15	Red Cedar	10	20	1	
16	Elm	23	50	3	
17	Red Cedar	19	19	2	
18	Elm	18	20	1	
19	Red Cedar	18	18	2	
20	Elm	22	20	2	
21	Black Locust	18	40	2	
22	Boxelder	19	40	2	
23	Silver Maple	20	40	2	
24	Silver Maple	10	24	3	
25	Mulberry	8	16	1	Vine-covered
26	Boxelder	8	10	1	Vine-covered
27	Mulberry	12	24	3	
28	Black Cherry	24	48	3	
29	Black Cherry	24	48	3	
30	Shingle Oak	18	40	2	
31	Mulberry	20	30	2	
32	Ash	22	40	3	
33	Sugar Maple	36	60	4	Monarch
34	Ash	30	60	2	
35	Sugar Maple	32	58	4	Monarch
36	Silver Maple	42	70	3	
37	White Pine	20	30	3	
38	White Pine	22	30	3	
39	White Pine	22	30	3	
40	White Pine	12	12	2	
41	White Pine	18	20	2	
42	White Pine	20	30	3	
43	White Pine	20	30	3	
44	White Pine	24	30	3	
45	Red Cedar	18	20	2	

46	Red Cedar	12	18	2	
47	Mulberry	17	20	2	
48	Mulberry	12	16	2	
49	Red Cedar	12	10	1	
50	Elm	12	20	2	
51	Black Cherry	11	20	2	
52	Black Cherry	13	24	2	
53	Elm	8	10	2	
54	Black Locust	10	12	2	
55	Black Locust	9	14	2	
56	Black Locust	5	8	2	
57	Mulberry	5	8	2	Multi-stem
58	Elm	20	30	2	
59	Black Locust	20	30	3	
60	Elm	15	10	2	
61	Mulberry	5	10	2	
62	Mulberry	12	20	2	
63	Red Cedar	8	6	1	
64	Black Locust	8	6	2	
65	Red Cedar	20	18	3	
66	Mulberry	6	18	2	
67	Elm	6	18	2	
68	Boxelder	6	22	1	
69	Mulberry	5	22	1	
70	Mulberry	6	18	1	
71	Mulberry	24	48	2	
72	Boxelder	12	20	2	
73	Elm	8	18	2	
74	Hackberry	5	12	1	
75	Mulberry	8	18	1	
76	Mulberry	8	18	1	
77	Mulberry	8	18	1	
78	Mulberry	6	12	1	
79	Mulberry	5	10	1	
80	Mulberry	5	10	1	
81	Mulberry	6	18	1	In OE R.O.W.
82	Mulberry	24	44	3	
83	Hackberry	18	40	3	
84	Mulberry	5	18	2	
85	Mulberry	12	20	2	In OE R.O.W.
86	Boxelder	6	12	2	In OE R.O.W.
87	Purple Plum	5	12	3	In OE R.O.W.
88	Elm	28	50	2	In OE R.O.W.
89	Silver Maple	11	24	2	In OE R.O.W.
90	Magnolia	20	22	4	In OE R.O.W.

91	Walnut	5	18	3	
92	Magnolia	18	40	2	
93	Red Cedar	14	20	3	
94	Red Cedar	20	20	3	
95	Red Cedar	20	20	3	
96	Red Cedar	20	20	1	Vine-covered
97	Ash	20	20	3	
98	Silver Maple	44	50	3	
99	Silver Maple	28	50	3	
100	Linden	30	60	4	Monarch
101	Ash	12	18	2	
102	Mulberry	10	20	3	
103	Sweetgum	42	60	3	Monarch
104	Silver Maple	28	60	3	
105	Walnut	11	24	3	
106	Walnut	12	20	2	
107	Walnut	9	20	3	
108	Silver Maple	20	40	3	
109	Silver Maple	11	40	3	
110	White Pine	22	40	3	
111	Black Cherry	6	18	3	
112	Red Cedar	6	18	3	
113	Red Cedar	18	18	3	
114	Red Cedar	20	18	3	
115	Mulberry	6	18	1	
116	White Pine	18	24	2	Multi-stem
117	Walnut	12	20	3	
118	Walnut	10	20	3	
119	Walnut	14	20	3	
120	Walnut	20	20	3	
121	Walnut	10	20	3	
122	Walnut	10	20	3	
123	Walnut	10	20	3	
124	Walnut	10	20	3	

Tree Stand Delineation Narrative
October 27, 2015

This project site comprises a total of 8.31 Ac and has a total of 1.5 Ac of Woodlands. The attached detailed Tree Stand Delineation map was completed by field inspection.

Woodland A: The woodland area covers a portion of Eastern lot along Southern property line. It is comprised of primarily persimmon trees that vary in size 3-8" DBH. These trees form a dense cluster with an understory of shrub honeysuckle.

Woodland B: This woodland area is along the North-Eastern slope of the same lot. This woodland is made up of volunteer growth on the steep slope consisting of silver maple, boxelder, mulberry and cottonwood. The quality of the woodland is poor. The understory is shrub honeysuckle.

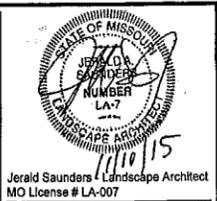
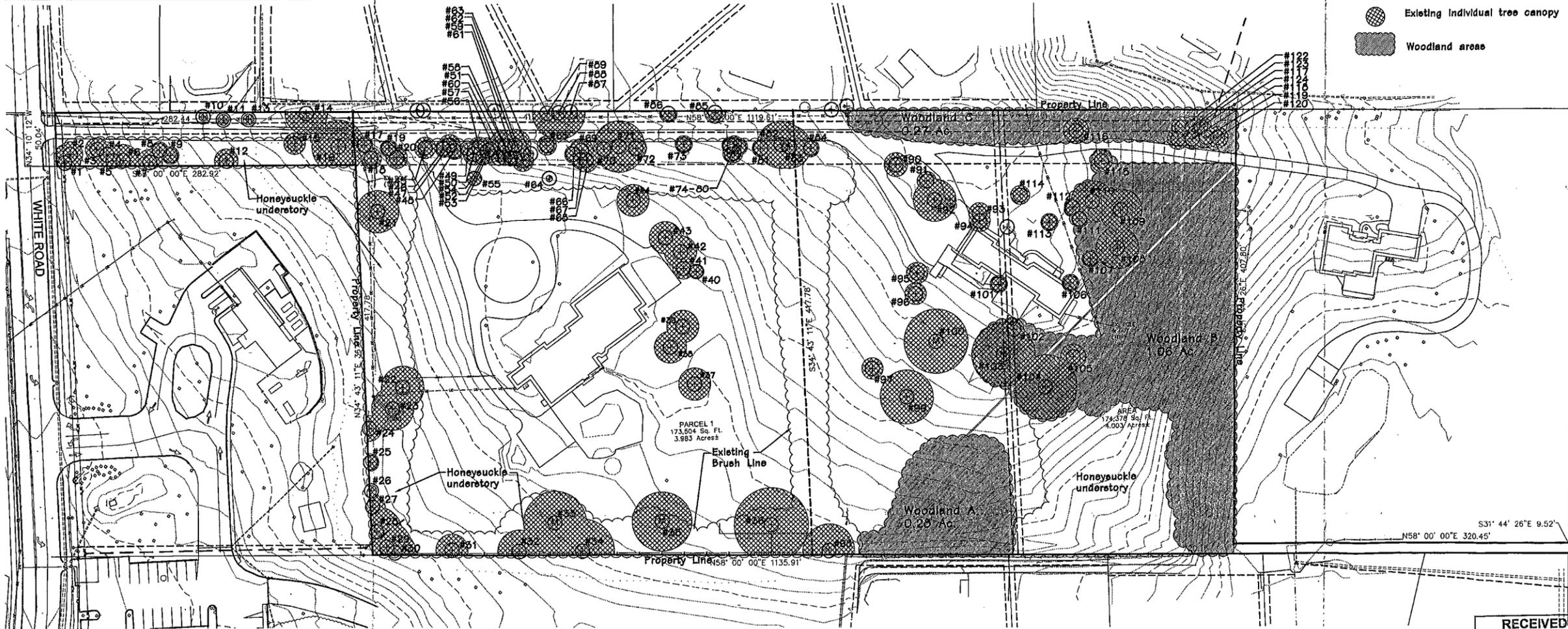
Woodland C: This woodland is on the northern side of the entry drive along the property line. This consists of boxelder, sassafras, black cherry, and walnut. The size varies from 5-12" DBH.

- RATING:**
- 1 = In Decline
 - 2 = Poor Quality
 - 3 = Average Quality
 - 4 = Good Quality
 - 5 = Excellent Quality

Monarch Trees are noted in the list. There are no state champion or rare trees were found on the site.

Total Site Area = 631,983 sq. ft. or 8.31 Ac.
Woodland A = 11,888 sq. ft. or 0.27 Ac.
Woodland B = 47,752 sq. ft. or 1.08 Ac.
Woodland C = 7,348 sq. ft. or 0.16 Ac.
Individual Trees = 43,944 sq. ft. or 1.04 Ac.
TOTAL EXISTING CANOPY = 110,932 sq. ft. or 2.54 Ac.

- KEY**
- (+) Existing individual tree
 - (M) Existing individual monarch tree
 - (●) Existing individual tree canopy
 - [Hatched Box] Woodland area



Jerald Saunders
Landscape Architect
MO License # LA-007

Consultants:

White Road Site
Chesterfield, Missouri
Stock & Associates

Revisions:

Date	Description	No.

Drawn: BB
Checked: RG

loomisAssociates
Landscape Architects/Planners
707 South Park Drive, Suite 105
Chesterfield, MO 63005
Phone: 636.531.5555 Fax: 636.531.5557
Email: info@loomis-associates.com

Missouri State Certificate of Authority # LAC #000019

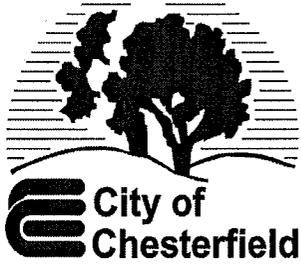
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City of Chesterfield
DEC 22 2015
Department of Public Services

TREE STAND DELINEATION PLAN
SCALE 1"=50'



Tree Stand Delineation Plan
Prepared under direction of:
Douglas DeLong
Certified Arborist MW-4826A
Douglas DeLong

Sheet Title:	Tree Stand Delineation Plan
Sheet No.:	TSD
Date:	10/27/15
Job #:	613.043



NEWSLETTER - CITY COUNCIL MEETING

AGENDA REVIEW – Wednesday, February 17 – 6PM

An AGENDA REVIEW meeting has been scheduled to start at **6pm**, on **Wednesday, February 17, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

UPCOMING MEETINGS/EVENTS

Thursday, February 18	Planning & Public Works Committee (5:30pm)
Monday, February 22	Planning Commission (7pm)
Monday, February 29	F&A Committee Meeting (5:30pm)
Monday, March 7	Next City Council meeting (7pm)

RECOMMENDATIONS – PLANNING/PUBLIC WORKS (P/PW) COMMITTEE

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, February 4, 2016. The following is a list of those items discussed by the members of this Committee, which will be discussed, in greater detail at Wednesday's meeting:

IIIA. **Bill No. 3071** – P.Z. 2015, Warwick On White Road (1050 and 1060 White Road) (**FIRST READING**)

IIIB. Recommendation re: City Representation on **Monarch-Chesterfield Levee Board**

While NOT discussed by the P/PW Committee, the following items have been added, as recommendations from the Dept. of Public Services, to Wednesday's City Council AGENDA, under the report presented by P/PW Chairperson Connie Fults:

---- Recommendation for Time-extension: **P.Z. 05-2014, 18626 Olive Street Road (VOICE VOTE)**

---- **Bill No. 3072** – Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (**FIRST READING**)

[NOTE: This project was previous reviewed/approved by the P/PW Committee and City Council, as was acceptance of grant funding and commitment of the local funding match.]

---- Next meeting: **Thursday, 2/18/16 – 5:30pm**

As always, if you have any questions, regarding the items listed above or any of the other items discussed, by this Committee, please contact Chairperson Connie Fults, any other member of this Committee, Mr. Geisel or me, prior to Wednesday's meeting.

BID RECOMMENDATION – CNG FUELING STATION

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, Staff recently negotiated a contract for design and construction engineering services associated with the construction of a CNG Fueling Station. The construction of this facility is an important component of the planned conversion of our Public Works Fleet, from diesel to Compressed Natural Gas (CNG), which was previously reviewed/approved by City Council.

Based upon the information contained in Mr. Eckrich's MEMO, I join with him in recommending approval of a contract, with EFK Moen, LLC, at a cost not-to-exceed \$178,600 for design services and \$83,300 for construction engineering services (TOTAL: \$249,405). As explained by Mr. Eckrich, 80% of this total cost (\$199,524) will be reimbursed to the City, due to grant funds previously obtained by Staff.

As always, if you have any questions, please contact Mr. Eckrich or me, prior to Wednesday's meeting.

LIQUOR LICENSE REQUESTS

As detailed in the enclosed MEMOS, prepared by Andrea Majoros, Business Assistance Coordinator, the following LIQUOR LICENSE REQUESTS have been reviewed by both the Police Dept. and the Planning/Development Services Division of the Dept. of Public Services and are now recommended for your approval:

ZEN, 17535 Chesterfield Airport Road – Retail sale of beer/wine and Sunday Sales

CHESTERFIELD PRODUCE, 18521 Outlet Blvd – Full Liquor License, Liquor-by-the-Drink and Sunday Sales

At Wednesday's meeting, I will recommend approval of both licenses, which can then be approved by a voice vote.

Please let me know if you have any questions, prior to Wednesday's meeting.

LEGISLATION

BILL NO. 3070 – APPOINTS THE CITY ATTORNEY AND AUTHORIZES THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES (**FIRST READING**)

BILL NO. 3072 – AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE OVER INTERSTATE 64 (**FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE**)

BILL NO. 3073 – REPEALS SECTION 17 OF ORDINANCE NO. 8, RELATING TO THE OFFICE OF THE CITY ADMINISTRATOR, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ESTABLISHING ADDITIONAL PROVISIONS FOR THE APPOINTMENT OF A CITY ADMINISTRATOR PRO TEM, TO EXERCISE THE POWERS AND DUTIES OF THE CITY ADMINISTRATOR'S OFFICE DURING PERIODS OF THE TEMPORARY ABSENCE OF A REGULARLY APPOINTED CITY ADMINISTRATOR (**FIRST READING; CITY COUNCIL RECOMMENDS APPROVAL**)

BILL NO. 3074 – ESTABLISHES THE TERMS, CONDITIONS, COMPENSATION AND BENEFITS OF THE CITY ADMINISTRATOR PRO TEM AND EFFECTIVE DATES THEREOF (FIRST READING; CITY COUNCIL RECOMMENDS APPROVAL)

LEGISLATION – PLANNING COMMISSION

BILL NO. 3071 – AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-2” RESIDENTIAL DISTRICT, FOR AN 8.31 ACRE TRACT OF LAND, LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)

RESOLUTION NO. 419

WHEREAS, Bills 3073 and 3074 have been prepared and would amend Section 17 of Ordinance #8, regarding the position of City Administrator Pro-Tem; and,

WHEREAS, the legal justification and authority for such amendment have been provided by Interim City Attorney Harold O'Rourke; and,

WHEREAS, the soundness of this justification and authority have been questioned.

NOW, THEREFORE, BE IT RESOLVED in accordance with City of Chesterfield Ordinance #17, Section 3, that the Mayor, with the advice and consent of the City Council, may retain special counsel to advise and render a legal opinion regarding legality, justification, and authority for the above-named Bills.

BE IT FURTHER RESOLVED that selection of said special counsel will be made by the Mayor at a cost not to exceed \$200 per hour for no more than 8 hours billable (total cost not to exceed \$1,600). Approval of this Resolution authorizes the Mayor to sign a contract for legal work as described herein.

BE IT FURTHER RESOLVED that approval of this Resolution shall authorize a transfer of \$1600, from General Fund – Fund Reserves to the appropriate expenditure account within the General Fund FY2016 Budget

Passed and approved this _____ day of March 2015.

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk