



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, March 7, 2016  
5:45PM**

- 1. Appointments – Mayor Bob Nation**
  - A. Bill # 3070 – Appointment of City Attorney – Mayor Bob Nation**
  - B. Resolution No. 419 – Authorizes Mayor to Execute Contract for Special Legal Counsel**
  
- 2. Finance And Administration Committee – Chairperson Barry Flachsbart, Ward I**
  - A. 2008 Certificates of Participation – REFUNDING**
  - B. Bill No's 3076, 3077 and 3078 - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge (FIRST READING)**
  - C. Next meeting - Monday, March 28, 2016 (5:30pm) (tentative)**
  
- 3. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**
  - A. Street Tree Policy - Replanting (VOICE VOTE)**
  - B. Bill No. 3075 - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow LLC) (FIRST READING)**
  - C. Bill No. 3071 - P.Z. 12-2015, Warwick on White Road (1050 and 1060 White Road) (SECOND READING)**
  - D. Bill No. 3072 - Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (SECOND READING)**
  - E. Next meeting - Thursday, 3/10/16 (5:30pm)**

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. **Report from the City Administrator** – Michael G. Herring
  - A. **Bid Recommendation** - Mower (CVAC)
  - B. **Bid Recommendation** – 2016 Slab Replacement (Project A)
  - C. **Bid Recommendation** – 2016 Slab Replacement (Project B)
  - D. **Bid Results** – Construction Testing/Inspection Services
  
6. **New Business** –Mayor Bob Nation
  - A.
  
7. **Adjourn** –
  
8. **Executive Session** – RSMo 610.021 (1) (**Closed Meeting**)
  - A. **Confidential Communication**

**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**  
**CHESTERFIELD CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, March 7, 2016**  
**7:00PM**

- 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 17, 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)**
  - 2. Resolution No. 419 - Authorizes Mayor to Execute Contract for Special Legal Counsel**

## **IX. COUNCIL COMMITTEE REPORTS**

### **A. Finance And Administration Committee – Chairperson Barry Flachsbart, Ward I**

- 1. 2008 Certificates of Participation – REFUNDING**
- 2. Bill No's 3076, 3077 and 3078 - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge (FIRST READING)**
- 3. Next meeting:** Monday, March 28, 2016 (5:30pm) (tentative)

### **B. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**

- 1. Street Tree Policy - Replanting (VOICE VOTE)**
- 2. Bill No. 3075 - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow LLC) (FIRST READING)**
- 3. Bill No. 3071 - P.Z. 12-2015, Warwick on White Road (1050 and 1060 White Road) (SECOND READING)**
- 4. Bill No. 3072 - Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (SECOND READING)**
- 5. Next meeting:** Thursday, 3/10/16 (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 - Mower (CVAC)**
- B. Bid Recommendation – 2016 Slab Replacement (Project A)**
- C. Bid Recommendation – 2016 Slab Replacement (Project B)**
- D. Bid Results – Construction Testing/Inspection Services**
- E.**

## **XII. OLD BUSINESS – Mayor Bob Nation**

- A. Invoice for Legal Services (Kevin O’Keefe)**

## **XIII. NEW BUSINESS – Mayor Bob Nation**

## **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 (SECOND 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)**
- E. BILL NO. 3076 - REPEALS ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)**
- F. BILL NO. 3077 - REPEALS ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)**
- G. BILL NO. 3078 - REPEALS ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD AND ENACTING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE (FIRST READING; F&A COMMITTEE 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 (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**
  
- B. BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (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 – Monday, March 7 – 5:45PM**

An AGENDA REVIEW meeting has been scheduled to start at **5:45pm**, on **Monday, March 7, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

**UPCOMING MEETINGS/EVENTS**

**Thursday, March 10**

Planning & Public Works Committee (5:30pm)

**Monday, March 14**

Planning Commission (7pm)

**Monday, March 21**

Next City Council meeting (7pm)



## RECORD OF PROCEEDING

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

**FEBRUARY 17, 2016**

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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

ABSENT

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

APPROVAL OF MINUTES

The minutes of the February 1, 2016 City Council meeting were submitted for approval. Councilmember Flachsbart made a motion, seconded by Councilmember Grissom, 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 recognized several Boy Scouts in attendance and invited them to stay after the meeting, to ask any questions they may have.

## **COMMUNICATIONS AND PETITIONS**

Mr. Wade Luther, 14583 Appalachian Trail, commented on the performance of the Mayor and City Council.

Mr. Jeff Chapple, 328 Marmont Court, stated his disagreement with Council's decision to discontinue membership with the St. Louis County Municipal League.

Mr. John Hammond, 1203 Walnut Hill Farm Drive, encouraged Council to delay filling the City Administrator position until after the upcoming election.

Mr. Gary Cunningham, 1602 Timberlake Manor Parkway, spoke in opposition to Bill No. 3073 (Amends City Ordinances to Authorize City Council to Establish and Fill the Position of "City Administrator Pro Tem") and Bill No. 3074 (Appoints a "City Administrator Pro Tem"; Establishes Compensation for Said Position; Authorizes Execution of Employment Agreement).

## **APPOINTMENTS**

Mayor Nation reported that Bill No. 3070 (Appoints the City Attorney and Authorizes the Mayor to Execute a Contract for Legal Services) is scheduled for a first reading under the "Legislation" portion of the agenda.

## **COUNCIL COMMITTEE REPORTS**

### **Planning/Public Works Committee**

Councilmember Connie Fults, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3071 (P.Z. 12-2015, Warwick On White Road [1050 and 1060 White Road]) will be read for the first time under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Fults made a motion, seconded by Councilmember DeGroot, to select Director of Public Services Mike Geisel, or his designee, as a City representative on the Monarch-Chesterfield Levee District Board, should a vacancy become available. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember Hurt, to approve 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 (P.Z. 05-

2014, 18626 Olive Street Road). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults reported that Bill No. 3072 (Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Fults announced that the next meeting of this Committee has been scheduled for Thursday, February 18, at 5:30 p.m.

### **Committee-Of-The-Whole**

Councilmember Connie Fults, President Pro Tem, reported that no action will be taken pertaining to Bill No. 3073 (Amends City Ordinances to Authorize City Council to Establish and Fill the Position of "City Administrator Pro Tem"), pending more Executive Session discussion, not yet scheduled.

Councilmember Fults reported that no action will be taken pertaining to Bill No. 3074 (Appoints a "City Administrator Pro Tem"; Establishes Compensation for Said Position; Authorizes Execution of Employment Agreement), pending more Executive Session discussion, not yet scheduled.

Mayor Nation stated his strong objection to the passage of Bill No. 3073 (Amends City Ordinances to Authorize City Council to Establish and Fill the Position of "City Administrator Pro Tem") and Bill No. 3074 (Appoints a "City Administrator Pro Tem", Establishes Compensation for Said Position, Authorizes Execution of Employment Agreement) because he believes the legislative action contemplated by these bills is inconsistent and contrary to existing state statutes as well as city ordinances and city code.

### **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Herring reported that 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 review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending award of a contract to EFK Moen, LLC, at a cost not to exceed \$178,600 for design services and \$83,300 for construction engineering services. Eighty percent (80%) of this total cost will be reimbursed to the City, due to grant funds previously obtained by Staff. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to award a contract to EFK Moen, LLC, at a cost not to exceed \$178,600 for design services and \$83,300 for construction engineering services. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring reported that Zen, located at 17535 Chesterfield Airport Road, has requested a new liquor license, for retail sale of beer/wine and Sunday sales. Mr. Herring reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember DeGroot made a motion, seconded by Councilmember Grissom, to approve issuance of a new liquor license to Zen. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring reported that Chesterfield Produce, located at 18521 Outlet Blvd., has requested a new liquor license, to sell all kinds of liquor by the drink and Sunday sales. Mr. Herring reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Nations made a motion, seconded by Councilmember Grissom, to approve issuance of a new liquor license to Chesterfield Produce. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **OLD BUSINESS**

There was no old business.

### **NEW BUSINESS**

Mayor Nation stated the purpose of Resolution No. 419 (Authorizes Mayor to Execute Contract for Special Legal Counsel) is his request for a second opinion regarding the advisability of Bill No. 3073 (Amends City Ordinances to Authorize City Council to Establish and Fill the Position of "City Administrator Pro Tem") and Bill No. 3074 (Appoints a "City Administrator Pro Tem"; Establishes Compensation for Said Position; Authorizes Execution of Employment Agreement), should they progress to the point of a vote. Mayor Nation directed Mr. Herring to place this item on the March 7 City Council agenda for a formal vote.

Councilmember Fults commented that she and Councilmember DeGroot are alarmed by the increase in IRS identity theft cases in the City of Chesterfield. They acknowledged this is not something that is handled at the municipal level, but are interested in ideas to bring attention to this growing problem. She asked Mr. Herring/Chief Johnson to add this item to the next Public Health and Safety Committee AGENDA.

### **LEGISLATION**

**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)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3072. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3072 was read for the first time.

**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)**

Councilmember Fults made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3071. A voice vote was taken with an affirmative result (Councilmember McGuinness voted “No”) and the motion was declared passed. Bill No. 3071 was read for the first time.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:54 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie J. Hass, City Clerk

## **APPOINTMENTS**

As previously discussed, Mayor Nation will seek approval from City Council, re: the following items, at Monday's meeting. Please note that any vote re: **Bill No. 3070** will take place under the "LEGISLATION" portion of the AGENDA. Provided a MOTION and a SECOND are made by members of City Council, **Resolution No. 419** can be considered under this section of the AGENDA:

1. Appointment of **City Attorney** (See **Bill No. 3070 – FIRST READING**)
2. **Resolution No. 419** - Authorizes Mayor to Hire **Special Legal Counsel (\$1600)** re: Bill Nos. 3073/3074

If you have any questions, please contact Mayor Nation prior to Monday's meeting.

**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

## **RECOMMENDATIONS - FINANCE AND ADMINISTRATION (F&A) COMMITTEE**

As detailed within the enclosed MINUTES, the F&A Committee met on Monday, February 22, 2016. The following is a list of items discussed by this Committee, which will be discussed, in greater detail, at Monday's meeting:

### **2. 2008 Certificates of Participation – REFUNDING**

[NOTE: While the Committee voted UNANIMOUSLY to support Staff's recommendation to proceed with a refunding of this debt, saving a projected \$300,000, over the remaining life of this debt, the actual ordinances that must be approved by City Council, to accomplish this, will likely not be ready for City Council review/consideration until the March 21 City Council meeting. At that time, as directed by this Committee, the ordinance(s) will be scheduled for both FIRST and SECOND READING approval.]

4. **Bill No's 3076, 3077 and 3078** - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge (**FIRST READING**)

--- **Next meeting:** Monday, March 28, 2016 (5:30pm) (tentative)

Please direct any questions/comments to Chairperson Barry Flachsbart, any other member of this Committee or me, prior to Monday's meeting.

## MEMORANDUM

**TO:** Members – F&A Committee  
**FROM:** Michael G. Herring, City Administrator   
**DATE:** February 23, 2016  
**SUBJECT:** Minutes – February 22, 2016

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The Finance and Administration Committee met on February 22, 2016. Those in attendance included: Chairperson Barry Flachsbart, Ward I; Council Committee Member Elliot Grissom, Ward II; Council Committee Member Dan Hurt, Ward III; Council Committee Member Bruce DeGroot, Ward IV; City Administrator Mike Herring; Finance Director Craig White; Director of Public Services Mike Geisel; and Interim City Attorney Harry O'Rourke. Those also in attendance included: Mayor Bob Nation, Councilmember Barbara McGuinness, Ward I; Councilmember Mike Casey, Ward III; Councilmember Connie Fults, Ward IV; Management Analyst James Mello Jr; Michelle Bock, Financial Advisor; Christopher Graville, Attorney and 17 members of the public.

Chairperson Barry Flachsbart called the meeting to order at 5:30 p.m.

### **1. Approval of Minutes from January 25, 2016**

Councilmember Hurt motioned to approve the Minutes. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

### **\* 2. 2008 Certificates of Participation Refunding**

Finance Director Craig White briefly described the City's opportunity to refund the 2008 Certificates of Participation which would save the Park's Sales Tax Fund approximately \$300,000 through the debt's maturity in 2028. This refunding would reduce the annual debt service obligations without extending the life of the debt.

Councilmember Grissom clarified that the refinancing rates were a function of Chesterfield's strong AAA bond rating and the increased demand of municipal bonds in general.

Councilmember Hurt asked if, rather than reducing the City's annual debt service payment, the current life of the debt could be reduced. Financial Advisor Michelle Bock confirmed that such opportunities were considered but the actual reduction of time would be less than one year.

Chairperson Flachsbart motioned to endorse Staff's recommendation to refinance this debt and to recommend that BOTH the first and second readings of the ordinance be scheduled for the same City Council meeting, in order to take advantage of the current interest rates. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

### **3. Review of all City Ordinances**

Chairperson Flachsbart explained that, based on concerns raised by certain Chesterfield residents, State Representative Sue Allen had requested that a legislative staff person, in Jeff City, review certain City ordinances and compare same to State Statutes. Rep. Allen then requested that Attorney Christopher Graville review said analysis and appear at tonight's meeting, to explain the results.

At this time, Mr. Graville began his presentation which he summarized in an attachment, and fielded several questions from the meeting attendees.

Councilmember Hurt clarified that while Chesterfield codified ordinances state that the City Administrator is accountable to the Mayor, it does not state that the City Administrator is ONLY accountable to the Mayor and, in fact, is also accountable to the Council as a whole.

Councilmember Fults clarified that the Mayor, though holding supervisory authority over the City Administrator, cannot issue directives in conflict or violation of previous Council decisions.

Councilmember DeGroot asked Mr. Graville to clarify the phrase "subject to review" in the context of the Mayor's supervision of the City Administrator being "subject to review of the Council". Mr. Graville clarified that this meant the Mayor was accountable to the Council for directives given to the City Administrator.

Mr. Graville stated that the Chesterfield Municipal Code is not in direct conflict with any existing State Statute.

A general discussion among the Councilmembers ensued regarding the process for the Council to appoint a temporary City Administrator and the assignment of City Administrator duties, if the position is vacant.

Chairperson Flachsbart raised concerns that, as a result of codification, there may have been unintended alterations to City Ordinances. He distributed a summary sheet of his concerns and recommended actions.

Chairperson Flachsbart motioned that a sub-Committee be established, consisting of a senior member of the City staff, designated by the City Administrator, the Mayor and outside legal counsel, to review original Ordinances 7, 8 and 11 and submit a report from the identified individuals at the next Committee meeting:

- A) Investigate whether any changes were made, when these ordinances were codified. If so, those sections of the original ordinances that were not codified or were modified should be identified, along with any recommendations for whether or not those deletions or modifications should be corrected to mirror the language contained in the original ordinances
- B) Investigate whether any provisions of these ordinances conflict with City Policies. If any conflicts are found, those conflicts should be identified, along with any recommendations as to whether or not City policies should be changed to reflect language contained in those original ordinances.

- C) Investigate whether any provisions of those original ordinances or Council policies are not currently being followed and, if so, identify those provisions with a recommendation as to whether or not any changes should be made

Councilmember DeGroot seconded the motion.

Councilmember DeGroot motioned for an amendment to include Chairperson Flachsbart as a member of the investigating sub-committee identified and to remove the need to consult with outside counsel. Councilmember Grissom seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved. Discussion followed and it was clarified that this sub-Committee would report back to the full F&A Committee and that any actions recommended by this sub-Committee would require endorsement by the F&A Committee and ultimate approval by City Council.

There was no further discussion on the motion as amended. A voice vote was taken, with a unanimous result 4-0, and the motion as amended was approved.

Chairperson Flachsbart stated that, in the future, steps should be taken to ensure that the codification of ordinances does NOT substantially change the original ordinances approved by City Council.

City Administrator, Michael Herring, clarified how the codification process works, as well as the importance of codification. He also suggested that the work of this sub-Committee might not be completed, prior to the next meeting of this Committee. If so, it would be added to the next available Committee meeting agenda.

A member of the public cited specific sections of ordinances and past codification language, inquiring if there was intent to alter the original language of the original Ordinances. Judge Doug Beach, who served as Chesterfield's first City Attorney and authored all of those original ordinances, was in attendance and clarified that there was no attempt or intention to repeal or alter any of the specific ordinances mentioned. He further clarified the intent was to establish a City Administrator form of government.

#### **\* 4. Discussion Regarding City Attorney, Municipal Judge, and City Prosecutor Ordinance**

Chairperson Flachsbart summarized the proposed ordinance and that was followed by a brief discussion.

Chairperson Flachsbart motioned that the proposed ordinance be forwarded to Council, with a recommendation to approve. Councilmember Grissom seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

#### **5. Discussion Regarding Expansion of Financial Information on Chesterfield's Website**

Finance Director, Craig White, reviewed the additions and revisions made to the financial information on the City's website since the last meeting. This included the addition of the number of

budgeted employees that occupy each position, a schedule with the salaries of each City employee (identified by position rather than name), and a summary of employee benefits. It was also noted that the webpage with financial documents has been named the "Financial Documents Center."

Councilmember Hurt indicated that he supported Staff's decision to include the length of service for the highest 12 compensated employees only. He noted that these individuals/positions could be identified due to their job title but thought it was appropriate to omit this information for other employees.

There were no additional requests for information to be added or modified.

#### **6. Discussion Regarding Overtime Tracking**

Finance Director Craig White recapped prior discussions with the F&A Committee regarding the tracking of overtime. He summarized the major reasons for overtime expense which consisted of Police staffing for large local events and/or grant-funded activities; Parks special events and programming, whenever part-time summer help is not available, and Street Maintenance work to clear roads during inclement weather. A significant portion of these costs are offset by event fees, user charges and reimbursement grants.

Mr. White proposed a schedule tracking historic, annual and monthly department overtime expenses. Councilmember Grissom recommended that such information would be useful, as part of the Financial Updates, on a quarterly, rather than monthly basis.

Councilmember Hurt suggested that overtime attributed to individual employees be added to the schedule of individual salaries discussed in item #6 above.

#### **7. Revision of Current E-Mail Retention Policy Regarding Elected Officials**

Chairperson Flachsbart made a motion that the time constraint for retention of Elected Official emails be removed, pending advisement to the contrary from Information Technology Staff. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

#### **8. Next Meeting/Adjournment**

The next meeting is tentatively scheduled for March 28, 2016.

Jane Cunningham, Chairperson of the Monarch Fire Protection District Board and Chesterfield resident, raised questions about a potential \$17,000 legal bill, that she had inquired about at previous City meetings. Councilmember Flachsbart stated that, as far as he was aware, the City had not received such a bill and that he had recently made specific inquiries regarding it.

The meeting was adjourned at 7:25 PM.

MEMORANDUM



DATE: February 12, 2016  
TO: Michael G. Herring, City Administrator  
FROM: Craig White, Finance Director *CDW*  
SUBJECT: 2008 Certificates of Participation Refunding

---

At your direction, Michelle Bock, our financial advisor, examined Chesterfield's outstanding debt portfolio to look for opportunities to lower the City's debt payments. She has identified the 2008 Certificates of Participation (the 2008 COPS), which were initially issued to fund park improvements, as a prime candidate for refinancing in advance of the call date. Recently, there has been a slight increase in short term rates due to the Federal interest rate hike while long-term rates have actually declined. The increase in short term-rates would help our escrow (which funds payments on the 2008 COPs until the call date in 2018) while the decrease in long-term rates would reduce our debt service payments. The decrease in long-term rates is due to a number of factors including the flight to safety many investors are taking in response to the recent stock market performance.

Based on current interest rates, Michelle estimated that refinancing the 2008 COPS would save approximately \$25,000 a year in debt payments through 2028 and does NOT increase the City's future debt service obligations or the life of the debt. Between now and 2028 we estimate total net cash savings to the City of approximately \$300,000. The 2008 COPS issue is paid by the Parks Sales Tax Fund so all savings will be recognized by that fund.

Issuance costs are included in the refinancing projections above, so the City would not spend its own funds in the refinancing process. Further, savings estimates are net of costs. The net result of the process would lower annual debt payments. That is made possible by the lower interest rates available to entities like Chesterfield that have great credit ratings. Chesterfield's credit rating is a result of strong reserves, broad income base and sound financial management and policies.

Below is a table that summarizes the following info on the 2008 COPS and refunding COPS: principal, interest payments, total payments, and the reduction/savings. This information is based on the remaining life of the COPS which mature in 2028.

	<u>2008 COPS</u>	<u>Refunding COPS</u>	<u>Reduction/ Savings</u>
Principal	\$ 2,865,000	\$ 3,235,000	\$ (370,000)
Interest	<u>1,333,626</u>	<u>663,529</u>	<u>670,097</u>
Total Payments	<u>\$ 4,198,626</u>	<u>\$ 3,898,529</u>	<u>\$ 300,097</u>

Below is a table that shows the yearly payments for the 2008 COPS and the refunded COPS by year.

	<u>Refinanced 2008 COPS</u>	<u>Current 2008 COPS</u>	<u>Savings</u>
2016	\$ 124,229	\$ 148,296	\$ 24,067
2017	124,606	148,296	23,690
2018	123,706	148,296	24,590
2019	352,806	373,296	20,490
2020	352,306	377,046	24,740
2021	353,906	375,046	21,140
2022	355,206	377,546	22,340
2023	349,206	374,296	25,090
2024	352,456	375,272	22,816
2025	355,094	375,482	20,388
2026	352,094	374,316	22,222
2027	353,563	377,356	23,794
2028	<u>349,350</u>	<u>374,082</u>	<u>24,732</u>
Total	<u>\$ 3,898,529</u>	<u>\$ 4,198,626</u>	<u>\$ 300,097</u>

**Recommendation**

Based on all the above, I strongly recommend refinancing the 2008 COPS. If endorsed by the Finance & Administration Committee and ultimately approved by City Council, this effort will save the City over \$300 thousand over the next 12 years.

At this time, no other bonds were identified as a candidate for refinancing, however, all refinancing opportunities will continue to be monitored going forward.

This information is based on projections made in Mid-February. It is possible for rates to go down and the savings to increase or vice-versa.

*MGH*  
*2/16/16*

**CAPITOL OFFICE**

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**COMMITTEES**

- Committee on Fiscal Review, Chair
- Select Committee on Social Services, Chair
- Select Committee on Budget
- Standing Committee on Employment Security
- Joint Committee on Legislative Research

**DISTRICT ADDRESS**

P.O. Box 6123  
Town & Country, MO 63006

**SUE ALLEN**  
State Representative  
District 100

✓ MBH  
2/19/16

February 17, 2016

Mayor Bob Nation,  
Alderman Barry Flachsbart, and  
Chesterfield Council Members  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

Dear Mayor Nation, Alderman Flachsbart, and Council Members,

Enclosed is the information in response to concerns and questions from you and our joint constituents. The attached report compares and identifies state and local statutes that were compiled by a Missouri House Research Analyst who specializes in local government law and municipal law. Christopher B. Graville of The Graville Law Firm in Clayton, who specializes in municipal law, will be making the presentation and answering questions on my behalf at your upcoming Finance and Administration Committee meeting.

Please do not hesitate to contact me if I can be of further service.

Respectfully,

Sue Allen  
State Representative, District 100

In response to requests from my constituents, I am providing the following opinions as informational only. The requests for clarification on the ordinances of the City of Chesterfield (the "City") were both numerous and far reaching. After reviewing these requests, I believe it is best to go through the section of the City's code related to the City Administrator position because this was the most frequent inquiry.

As a preliminary matter, I would like to point out that the City is a third class city with an appointed City Administrator. Under 77.042 RSMo, the City Administrator has "general superintending control of the administration and management of the government business, officers and employees of the city, subject to the direction and supervision of the mayor." Contrary to the common misconception, the powers granted to the City Administrator by ordinance are powers that were previously reserved by both the City Council AND the Mayor. Some of these powers can properly be delegated by ordinance if the governing body decides to delegate these powers. Furthermore, these powers can be amended by ordinance at anytime. In no particular order, I have laid out my thoughts on the following areas of concern:

**Appointing the City Administrator (Sec. 2-67, 2-83, 77.042 RSMo).** The City Administrator is, by both ordinance and statute, appointed by the Council, subject to the approval of the Mayor. The City Administrator position can only be filled through this two-step process. Section 2-83 of the City's code could only apply in the very specific situation where a City Administrator has been appointed by the Council, confirmed by the Mayor and an ordinance setting the City Administrator's salary has been subsequently vetoed by the Mayor. Specifically, Sec. 2-83 states, in pertinent part, that the Council can independently "enter into an employment contract with a person meeting the qualifications set forth in this article." These qualifications include the REQUIREMENT that the Administrator was approved by the Mayor under Sec. 2-67 of the City's code.

**Contract with City Administrator (Sec. 2-32, 2-71, 2-83, 77.042 RSMo, 77.044 RSMo).** The Administrator's compensation must be set by ordinance and approved as ordinances are generally approved. This compensation ordinance occurs after the appointing process as set forth above. This process allows for the best possible candidate to be considered and selected by the City, without the decision being tied solely to compensation, in that the Council has the authority to override and approve a contract ordinance after a veto by the Mayor. These ordinances are not inconsistent with State law when applied appropriately.

**Supervision by the Mayor and Council (Sec. 2-74, 77.260 RSMo).** Generally, Section 2 establishes supervision authority over the City Administrator by both the Council and Mayor. This dual-supervision does not directly conflict with State law. As stated above, the powers delegated to the City Administrator by ordinance are powers of both the Council and Mayor. Section 77.260 RSMo states, in pertinent part, that "The mayor and council of each city governed by this chapter shall have the care, management and control of the city and its finances". The authorities and duties set forth in Section 2-74 are authorities and duties that would otherwise be the responsibility of the Mayor and Council. Because these powers are delegated to the Mayor and Council by state statute, the Mayor and Board share some supervisory responsibilities.

**Responsibilities to the Mayor ( Sec. 2-74(1)(l), Sec. 2-74(7), 77.042 RSMo,).** Section 77.024 states that the general authority granted to a City Administrator is "subject to the direction and supervision of the mayor." The City's code imposes a very specific duty (much more specific than required by State law) on the City Administrator and the Mayor; sections 2-74(1)(l) and 2-74(7) state that the Administrator is under the general control of the Mayor and she must be accountable to, supervised by, and perform all duties and directions of the Mayor. Although the City Administrator is the "Chief Administrative Officer", in the City of Chesterfield, the Mayor is given very specific supervisory duties and responsibilities over her.

**Setting of Agendas (Sec. 2-50, Rule 8).** The City Administrator properly has the duty to set the agenda and notify the council, the press and the public regarding a meeting agenda. This authority cannot extend to control over agenda items which would result in the delegation of the statutory duties of the Mayor and Council to perform their respective offices.

**Hiring and Firing of Employees (Sec. 2-47, 77.042 RSMo, 77.046).** Under State statute and the City's ordinances, The City Administrator has the authority to appoint and discharge officers and employees. The City has provided additional rules including the right of an employee to appeal his dismissal directly to the Mayor and Council within ten (10) days of discharge. This authority is both legal and appropriate; however, it can be removed or revised at any time by ordinance of the City.

**Administrator Pro-Term (Sec. 2-81, 77.042 RSMo, Pearson v. City of Washington, 439 S.W.2d 757, 760 (Mo. Sup. Ct.) 1969).** I received a question regarding whether an "Administrator Pro-Term" can be filled in a way that differs from Section 77.042 RSMo, which requires the appointment of the Council and approval of the Mayor to hire a City Administrator. Specifically, the question was: can the Mayor and/or board delegate the Council and Mayor's separate duties to approve the hiring of a City Administrator as required by State statute? Section 2-81 of the City's code states, in pertinent part, that the filling of an "Administrator Pro-Term" in the event the "Administrator shall be absent due to illness, disability, vacation or for personal reasons" shall be designated by the City Administrator and not the Council or Mayor. Based on the very narrow process and power to employ a City Administrator that is set forth in 77.042 RSMo, a city could risk an unnecessary legal challenge if they did not strictly meet the statutory requirements. For example, the "Administrator Pro-Term" would have the right to hire and fire employees. Although the performance of ministerial duties by the "Administrator Pro-Term" would not necessarily conflict with Section 77.042 RSMo, the performance of many of the "duties and authorities" under 2-74 of the City's Code are prohibited. "Where the Legislature has authorized a municipality to exercise a power and prescribed the manner of its exercise, the right to exercise the power given in any other manner is necessarily denied" *Pearson* at 760. Section 77.042 RSMo requires the Council to recommend and the Mayor to approve the officer of the city that has "general superintending control of the administration and management of the government business, officers and employees of the city." This approval process should be strictly followed before these powers are exercised by any officer of the City.



STEWART, MITTLEMAN, HENRY & O'ROURKE L.L.C.

ATTORNEYS AT LAW

Harold V. O'Rourke  
horourke@smholaw.com

February 19, 2016

Mr. Michael G. Herring, MPA  
City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Dear Mike:

As the Finance and Administration Committee has requested, I have prepared the enclosed ordinances related to the City Attorney, City Prosecutor and Municipal Judge. The attached ordinances are based on the draft notes presented at the last Finance and Administration Committee by its Chair, Councilmember Flachsbart.

There are currently three (3) existing City Ordinances that deal with the topics requested by the Finance and Administration Committee. Provisions of the following three ordinances deal with the topics presented at the last Finance and Administration meeting, and all three ordinances had to be amended to incorporate the provisions presented at that meeting. The three ordinances in question are:

City Ordinance 6, passed June 1, 1988 deals with the appointment of the officers, and the term of their office. I have amended that ordinance to specify in greater detail the term of appointment, and to provide for the hiring of a special counsel to represent the City on particular matters;

City Ordinance 17, passed June 1, 1988 specifies the appointment, removal and duties of the City Attorney and the City Prosecutor. I have amended that ordinance to include all the provisions presented at the Finance and Administration by Chair Flachsbart; and

City Ordinance 93, passed June 1, 1988 establishes the municipal court and specifies the duties and powers of the Municipal Judge.

Instead of amending only portions of those three ordinances to incorporate the new provisions, I have prepared the enclosed drafts to repeal and replace those ordinances in their entirety. This is good practice that I generally like to follow, as it avoids confusion over which parts of previous ordinances are still valid and which portions have been repealed and replaced. Many of the suggested provisions of the revised ordinances are already part of existing ordinances, or represent only minor changes to them. Where necessary, I have corrected the proposed new provisions to conform to State statutes.

Allan F. Stewart\*†‡  
Mark D. Mittleman  
Deborah C. M. Henry  
Harold V. O'Rourke  
Katherine E. Henry

OF COUNSEL  
Joseph R. Niemann

Please include these ordinances on the agenda for the February 22, 2016 Finance and Administration Committee meeting for discussion. I will be there to answer any questions the Committee members may have at that time.

Very truly yours,



Harold V. O'Rourke

enc.

## **RECOMMENDATIONS - PLANNING/PUBLIC WORKS (P/PW) COMMITTEE**

As detailed in the enclosed MINUTES, prepared by Director of Public Services, Mike Geisel, the P/PW Committee met on Thursday, February 18, 2016. The following is a list of items discussed by this Committee, which will be discussed, in greater detail, at Monday's meeting:

- IIB. Street Tree Policy - Replanting (**VOICE VOTE**)
- IIIA. **Bill No. 3075** - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow LLC) (**FIRST READING**)

The following items were given FIRST READING APPROVAL, at the February 17 City Council meeting:

- **Bill No. 3071** - P.Z. 12-2015, Warwick on White Road (1050 and 1060 White Road) (**SECOND READING**)
- **Bill No. 3072** - Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge (**SECOND READING**)
- **Next meeting:** Thursday, 3/10/16 (5:30pm)

Prior to Monday's meeting, please direct any questions/comments directly to Chairperson Connie Fults, any member of this Committee, Mr. Geisel or me.

# MEMORANDUM

✓ MGH  
2/27/16



TO: Michael G. Herring, City Administrator  
FROM: Mike Geisel, Director of Public Services  
SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, February 18, 2016

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 18, 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: Mayor Bob Nation; Councilmember Barry Flachsbart (Ward I); Councilmember Bruce DeGroot (Ward IV); Harry O'Rourke, Interim City Attorney; Planning Commission Chair Stanley Proctor; Guy Tilman, Planning Commission Member; Mike Geisel, Director of Public Services; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; and Kathy Juergens, Recording Secretary.

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

★ TO BE DISCUSSED AT THE 3/7/16 CITY COUNCIL MEETING

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the February 4, 2016 Committee Meeting Summary

Councilmember McGuinness made a motion to approve the Meeting Summary of February 4, 2016. The motion was seconded by Councilmember Hurt 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

Councilmember Hurt indicated that he would like to table this item in order to discuss the topic at the Finance & Administration Committee meeting to be held Monday, February 22.

Councilmember Hurt made a motion to table Reimbursement of Expenses for Snow Removal on Private, Gated Streets. The motion was seconded by Councilmember McGuinness and passed by a voice vote of 3-0.

### ★ B. Street Tree Policy – Replanting

#### STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated that at the January 31, 2016 PPW meeting, the general consensus of the Committee was to maintain the current Street Tree Replacement program in-house and provide additional funding for temporary staff to manage the

work associated with the additional replacement trees anticipated due to the Emerald Ash Borer (EAB) crisis. Accordingly, Staff has revised Public Works Policy #5 again to remove the previously incorporated references to a tree planting reimbursement. The proposed Policy resumes the current practice of the resident paying a \$100 fee for a replacement street tree, with the City managing the tree planting program. Due to the anticipated increase in replacement trees, Staff is recommending the addition of one temporary, full-time employee, at a cost of \$43,000 annually, during the EAB crisis. The position would be subject to annual authorization of the Plan and would terminate once the Plan is complete, which is expected to occur in 2022.

#### **Discussion**

In response to Councilmember Hurt's question, Mr. Mike Geisel, Director of Public Services, stated Staff originally estimated the annual cost increase to manage the program in-house to be \$50,000 to \$60,000. There is a provision in the original EAB Plan to hire seasonal staff to assist the City Arborist during the EAB crisis. In addition to those seasonal employees, Staff is recommending one additional temporary, full-time employee for the duration of the project at an annual cost of \$43,000. This will allow Staff to continue to manage the street tree replacement program, which was originally contemplated as a reimbursement within the EAB Plan.

**Councilmember Hurt made a motion to forward Public Works Policy #5 and the EAB Plan modifications to City Council with a recommendation to approve.** The motion was seconded by Councilmember McGuinness.

#### **Discussion on the Motion**

Chair Fults asked for clarification on the Program. Mr. Eckrich confirmed that an additional full-time, temporary person will be needed if the City is to manage tree replacements in-house. Residents will pay \$100 for a tree and the City will contract for the purchase and planting of the tree versus reimbursing residents \$200 for each tree that they purchase and plant themselves. There is no change to the plan for tree removals; tree removals will still be handled in-house by City maintenance crews. The Committee was reminded that the EAB program is funded annually so it can be modified to add or subtract employees, both seasonal and full time, if needed.

The above motion **passed** by a voice vote of 3-0.

*MSH* → [Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Street Tree Policy - Replanting.]

### **III. NEW BUSINESS**

- ★ **A. P.Z. 13-2015 Chesterfield Valley Square (Burgundy Arrow LLC): A request for a zoning map amendment from a "PI" Planned Industrial District to a "PC" Planned Commercial District for a 6.07 acre tract of land located on the south side of Chesterfield Airport Road west of Public Works Drive (17U230320).**

#### **STAFF REPORT**

Aimee Nassif, Planning and Development Services Director, presented the request for a zoning map amendment from a "PI" Planned Industrial District to a "PC" Planned Commercial District for a tract of land located on the south side of Chesterfield Airport Road west of Public Works Drive which is currently developed as a multi-tenant center. The zoning change is being requested in order to accommodate additional commercial uses that are not allowed in the "PI" District. There will be no exterior changes to the site.

A Public Hearing was held January 11, 2016. Issues pertaining to use restrictions, open space and hours of operation were raised. These items were discussed and additional information was provided at the Planning Commission Vote Meeting held on February 8, 2016. As a result of the Planning Commission meeting, a proposed Attachment A was prepared, which includes the uses being requested by the applicant, along with language pertaining to the hours of operation, which are similar to the operating hours of Chesterfield Commons. Ms. Nassif explained that a separate, two-thirds vote of the Planning Commission was required to allow 33% open space in lieu of the 35% requirement. The Commission unanimously approved the zoning map amendment with a modification to the open space requirement to allow 33%. It was noted that the approved 33% open space is consistent with the existing surrounding area.

### **PLANNING COMMISSION REPORT**

Planning Commission Chair Stanley Proctor stated there were some concerns raised during the Public Hearing that the Planning Commission felt were addressed before the Vote Meeting was held. One concern was the 33% open space reduction from the required 35% but it was ultimately approved due to the fact that all the surrounding properties have less than 35% and the fact that parking on the site would need to be reduced in order to meet the 35% requirement.

### **Discussion**

Councilmember Hurt expressed his opposition to a zoning change. He stated that when commercial properties were first approved in the Valley, there was a philosophical discussion about achieving a balance between residential, "PI" and "PC" Districts within the City's development process. At that time, there was concern that commercial districts could allow more retail developments to "creep" in. Councilmember Hurt was of the opinion that if too much retail is allowed without controlling the uses, the area could end up with something like Northwest Plaza where it rapidly expanded and then all of a sudden died out. He feels the City needs to maintain a balance, and if another use needs to be added to the "PI" District, then he suggested amending the uses only and not change the zoning to accommodate a use. In his opinion, the Valley should remain as it is today because adding more "PC" uses could adversely affect the long term character of the Valley.

In response to Chair Fults' question, Ms. Nassif stated that the request for the zoning change came after a business license for a beauty shop was denied because it is not a permitted use within a "PI" District.

Ms. Nassif stated that prior to 2007, almost all commercial uses allowed in the "PC" District were also allowed in the "PI" District but with fewer development criteria, such as green space and open space. Mr. Mike Geisel, Director of Public Services, pointed out that in 2007, Council directed Staff to expand the list of uses and create a larger distinction between the "PC" and "PI" Districts, which specifically removed a beauty shop use from the "PI" District. Councilmember Hurt suggested allowing a variance for this request whereby a beauty shop would be allowed rather than rezoning to the "PC" District.

There was further discussion regarding the current surrounding zoning districts and permitted uses within the "PI" District and "PC" District.

***NOTE: Councilmember Bridget Nations (Ward II) arrived at 5:46 p.m.***

In response to Councilmember Flachsbart's question, Ms. Nassif confirmed that the only reason the zoning change was requested was to allow the beauty shop use. Since the Petitioner had to

request a zoning change for this use, he added a few more uses to avoid requesting additional uses at a later time. The additional uses being requested at this time are:

1. Community Center
2. Library
3. Auditorium
4. Banquet facility
5. Club
6. Gymnasium
7. Museum
8. Reading room
9. Recreation facility
10. Union halls and hiring halls
11. Barber or beauty shop
12. Film drop-off and pick up station
13. Oil change facility
14. College/university
15. Kindergarten or nursery school
16. Specialized private school

Mayor Nation questioned whether the Petitioner could just ask for the one additional use of beauty shop. Chair Fults stated the Petitioner has already gone through several meetings in the rezoning process and it would require the Petitioner to basically start the process over. She further stated the Committee does not have the authority to grant that one use under the "PI" zoning.

The Petitioner stated that when the center was originally built, there was an existing beauty salon there for ten years, so he thought it was a permitted use. However, during negotiations with a prospective beauty salon tenant, he learned that it was not a permitted use. That prospective tenant is gone and he is now negotiating with another beauty salon tenant in a separate building located between Bar Louie and Sherman Williams.

There was some discussion regarding the possibility of splitting that parcel into two different zoning districts, "PC" and "PI", to which Ms. Nassif stated that the legal description would have to be changed and re-advertised in order to meet State statute requirements.

Ms. Nassif then asked whether the process could be changed from a rezoning request to an ordinance amendment whereby use *(ccc) service facilities, studios or work areas*, which currently exists under the governing ordinance, could be amended to add *beauty shop*. Mr. Geisel stated that this would be adding a use to a district where it is prohibited. Ms. Nassif noted that this use was not prohibited prior to 2007, but it is prohibited in the current "PI" District.

Councilmember Hurt stated he is not opposed to the beauty shop use, but is opposed to a change in zoning and asked if there is a way to add the use without changing the zoning.

Chair Fults asked whether there could be an amendment to the original "PI" zoning at this stage in the process so the Petitioner would not have to restart the whole process.

Mr. O'Rourke stated he would research the matter and report back to the Council. He further stated the Committee can forward the zoning request to City Council without a recommendation and he will provide a legal opinion before the March 7 City Council meeting.

In the interim, Mr. Geisel suggested that Staff provide a broader map of the area that depicts all zoning within the area.

Chair Fults summarized by stating this discussion will be continued at the March 7 City Council meeting. There may only be an amendment to allow a beauty shop use in the "PI" District and not a rezoning to a "PC" District. Mr. Geisel clarified that the original request for rezoning will go forward to City Council as the Council has to vote on the petition as it came forward from the Planning Commission. If Council chooses to make an amendment, it will be done at that time.

Since the Petitioner indicated that he would be out of town on March 7, Mr. Geisel stated this request can be held until the March 21 Council meeting if so desired but for now, it will be scheduled for the March 7 meeting.

**Councilmember McGuinness** made a motion to forward P.Z. 13-2015 Chesterfield Valley Square (Burgundy Arrow, LLC) to City Council without a recommendation. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

✓ AGH → **Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the March 7, 2016 City Council Meeting. See Bill # 3075**

→ [Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on P.Z. 13-2015 Chesterfield Valley Square (Burgundy Arrow, LLC).]

### **B. Ladue Road Islands**

#### **STAFF REPORT**

Jim Eckrich, Public Works Director/City Engineer, briefly described the problems incurred with the two easternmost islands on Ladue Road near Green Trails Drive that are within the Ladue Trails subdivision. Staff met with the Mayor and Ward I Councilmembers regarding this issue. As a result, Staff is proposing to send a letter to all Ladue Trails Subdivision residents explaining the situation and why the islands have not been maintained regularly since the completion of the Ladue Road Project.

Staff is requesting Council's authorization to send a letter to the residents of Ladue Trails in an effort to resolve this matter.

#### **Discussion**

Councilmember Flachsbart stated he believes a letter would be appropriate. The residents may have to discuss the matter with their subdivision trustees to resolve this. The City never entered into any agreement to maintain the islands. The trustees have maintained the islands for approximately 40 years. When the City took over the right of way from St. Louis County, the trustees assumed that the City would take over the maintenance of the islands. However, through the agreement with St. Louis County, the City only maintains the roadway.

**Councilmember McGuinness** made a motion to direct Staff to send a letter to the residents of Ladue Trails subdivision in an effort to provide factual information for residents regarding the two eastern islands on Ladue Road. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

IV. PROJECT UPDATES – None was given.

V. OTHER – None.

VI. ADJOURNMENT

The meeting adjourned at 6:10 p.m.

**II.B.**



**DATE:** February 1, 2016

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

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

**RE:** Street Tree Policy - Replanting

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As you know, on November 16, 2015 the City Council approved a Preparedness Plan and Action Strategy (EAB Plan) for the removal of Ash Trees which public rights of way due to the impacts of the Emerald Ash Borer (EAB). That EAB Plan included an optional reforestation component, which was subsequently funded by City Council, within which the City will reimburse residents up to \$200 to plant a replacement Street Tree. In accordance with the EAB Plan, as modified by the Planning and Public Works Committee, residents will have the option to plant replacement trees at approved locations within the public right of way OR on private property within eight feet of the back of sidewalk. This modification was approved for many reasons, including reduced future liability to the City and to provide additional options for residents in cases where the physical limitations of the right of way are too restrictive to allow a tree to thrive. As recommended by the Planning and Public Works Committee in December of 2015, street trees in all future subdivisions will continue to be located within the public right of way in accordance with the approved development plans for the subdivision.

When considering final approval of the Street Tree Policy (Public Works Policy #5 – attached), the Planning and Public Works Committee determined that it would prefer that the City continue to manage the replanting of street trees and NOT initiate the reimbursement program included in the EAB Plan. As originally proposed by City Staff, the reforestation plantings would be individually contracted by the residents, but funded by the City (through a reimbursement program) due to the physical limitations of existing Staff. However, the Planning and Public Works Committee directed Staff to continue the current practice of managing the tree replacement contracts with City Staff, and directed the Department of Public Services to return with a proposal to fund the necessary labor resources to manage these contracts. Initial estimates of the impact of this direction was an additional \$50,000 to \$60,000 per year. Accordingly, the Street Tree Policy has been revised to continue the current practice whereby residents who desire a street tree complete an application and submit a \$100 application fee. The City staff will review these applications, coordinate with the residents, administer the tree planting contract, and inspect the tree installations.

As discussed at the January 21, 2016 Planning and Public Works Committee, the City Staff is concerned that we will not be able to effectively administer the tree planting program due to the sheer volume of replacement trees anticipated from implementation of the EAB Plan. The City currently contracts for approximately 150 replacement trees each year in conjunction with our normal annual urban forestry program. This is, of course, in addition to the contractual tree removals and stump grinding. Through the EAB Plan, the City will be removing an additional 900-1000 Ash trees per year. If 700 of these residents choose replacement trees, we will be

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substantially increasing our tree plantings (467%). As described in the EAB Plan, each of these Ash tree removals will require considerable interaction with the impacted resident. In many cases residents will be unfamiliar with the EAB infestation and may resist the City's efforts or, at a minimum, have questions and require additional information.

I have studied this matter and believe to have a solution which should allow us to effectively administer the tree planting program with the additional trees anticipated from the Ash removal program. Due to the efforts necessary to coordinate the removal of 900+ Ash trees annually, and the replanting of many of these trees, it is my recommendation that the City hire a temporary, full time employee to administer the contracts necessary to replant the street trees to be removed through the EAB Plan. In addition to the reforestation contracts, this supplemental labor would assist the City Arborist during the EAB crisis to address the increased demands of the Ash removals. This work will include marking trees, educational efforts, resident notifications, resident questions, removal coordination, and administering the stump grinding contract. I believe that we could secure a qualified employee to perform this work with an additional allocation of \$43,000, including salary and benefits.

Please note that this position would not be permanent. It would be a temporary, full time position. The position would be subject to annual authorization of the Plan and would terminate once the Plan is complete, which is expected to occur in 2022. By proceeding in this manner, the City could continue to manage the tree planting program at an additional annual cost of only \$43,000. This is substantially less than the \$50,000 to \$60,000 estimate provided to the Planning and Public Works Committee at its January 21, 2006 meeting.

**Accordingly, I recommend that the Planning and Public Works Committee proceed as follows:**

- Authorize Staff to revise the EAB Preparedness Plan and Action Strategy by removing the references to a tree planting reimbursement and returning to the current practice of the City managing street tree plantings.
- Authorize Staff to revise the EAB Preparedness Plan and Action Strategy by adding a temporary full time employee at a cost of \$43,000 annually.
- Approve the attached Street Tree Policy (Public Works Policy #5). Please note that this Policy revision will have no impact to the Nuisance Tree removal program (Public Works Policy #51 – attached). Residents desiring removal of a nuisance tree will still qualify for a replacement tree under the provisions of revised Public Works Policy #5.

### **Action Recommended**

This matter should be forwarded to Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should vote to recommend approval to the full City Council.

Cc: Michael O. Geisel, Director of Public Services

✓ MGH  
2/10/16

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

<b>PUBLIC WORKS</b>		<b>NO.</b>	5
<b>SUBJECT</b>	Street Trees	<b>INDEX</b>	PW
<b>DATE</b>	11/19/1990	<b>DATE</b>	12/4/2006
<b>ISSUED</b>		<b>REVISED</b>	2/04/2016

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**Section 1- General**

The owner of a residential property that abuts a public street controlled by the City of Chesterfield may be eligible for funding for a Street Tree through the City of Chesterfield's Residential Street Tree Program (Program). Due to the impacts of the Emerald Ash Borer (EAB), the Program currently only allows for the replacement of Street Trees on a "one-for-one" basis where a tree has been removed. In these cases, the resident can apply for a replacement tree by completing an application and paying a \$100 fee. Commercial and industrial properties are not eligible for the Program. Further, the Program is contingent upon annual funding by the City of Chesterfield City Council. The existence of the Program in no way obligates annual funding.

**Section 2 – Location**

Within new subdivisions (those platted after the effective date of this Policy) Street Trees will be installed within the public right of way, in accordance with development plans submitted by the developer and approved by City Council.

Within existing subdivisions (those platted prior to the effective date of this Policy) Street Trees exist within the public right of way. In instances when the City has to remove a tree within the public right of way, residents will have the option to replace that right of way tree on a one-for-one basis. Residents desiring a replacement tree have the option of placing the new tree in another location within the public right of way, or placing the tree on private property. Trees planted on private property must conform to the following requirements:

- No Sidewalk – The tree must be located on private property within eight feet of the right of way / property line.
- Sidewalk within Right of Way – The tree must be located on private property within eight feet of the right of way / property line, but not within four feet of the edge of sidewalk.
- Sidewalk outside Right of Way but within Easement – The tree must be located on private property, no less than four feet, but not greater than eight feet, from the edge of sidewalk.

Should the resident desire to locate a replacement tree in the public right of way, the following requirements shall be adhered to:

- The tree planting area must be a minimum of five feet wide.
- Trees cannot be closer than three feet from the back of curb.
- Tree location must be approved by the City's Arborist.

Regardless of whether a replacement tree is located on private property or within the public right of way, the following criteria shall also be met:

- Trees cannot be planted within 25 feet from any streetlight.
- Trees cannot be planted within ten feet of any manholes or storm water facilities.
- Trees cannot be planted directly beneath overhead utility lines.
- Trees cannot be planted within thirty feet of the intersection between two existing public rights of way (sight distance triangle).

Exceptions can be made to this provision when trees, at maturity, will have no branches within seven feet of the adjacent grade and pavement elevation.

### Section 3 – Tree Selection

Residents desiring a tree can choose a tree species from the table below. Once a species is selected, the City will contract for a replacement tree with a minimum caliper of 2.5 inches. It is recommended that residents help increase tree diversity by choosing a type of tree which is not overplanted in the area. The City Arborist is available to assist in this process and must approve the tree selection.

Latin Name	Common Name
<i>Acer platanoides</i>	Maple, Norway
<i>Acer saccharum</i> Varieties	Maple, Sugar and Varieties
<i>Alnus glutinosa</i>	Alder, European
<i>Carpinus betulus</i>	Hornbeam, European
<i>Carpinus caroliniana</i>	Hornbeam, American
<i>Celtis laevigata</i>	Sugarberry
<i>Celtis occidentalis</i>	Hackberry
<i>Cladrastis kentukea</i>	Yellowwood
<i>Crataegus laevigata</i> 'Superba'	Hawthorn, Crimson Cloud
<i>Eucommia ulmoides</i>	Hardy Rubbertree
<i>Fagus grandiflora</i>	Beech, American
<i>Ginkgo biloba</i> - Male	Ginkgo (male)
<i>Gleditsia triacanthos</i> <i>inermis</i> - Thornless, Podless Varieties	Honeylocust - Varieties that are Thornless & Podless

Latin Name	Common Name
<i>Koelreuteria</i> <i>paniculata</i>	Goldenraintree
<i>Platanus x acerifolia</i>	Planetree, London
<i>Ostrya virginiana</i>	Hophornbeam
<i>Quercus accutissima</i>	Oak, Sawtooth
<i>Quercus bicolor</i>	Oak, Swamp White
<i>Quercus coccinea</i>	Oak, Scarlet
<i>Quercus imbricaria</i>	Oak, Shingle
<i>Quercus michauxii</i>	Oak, Swamp Chestnut
<i>Quercus muehlenbergii</i>	Oak, Chinkapin
<i>Quercus robur</i>	Oak, English
<i>Quercus rubra</i>	Oak, Red
<i>Quercus shumardii</i>	Oak, Shumard
<i>Tilia cordata</i> Varieties	Linden, Littleleaf and Varieties
<i>Ulmus americana</i> Varieties	Elm, American and Varieties
<i>Ulmus parvifolia</i>	Elm, Chinese (Lacebark)
<i>Zelkova serrata</i> Varieties	Zelcova and Varieties

**Section 4 – Application and Reimbursement**

During the EAB crisis, which is expected to last from 2016 through 2022, only those residents who have Street Trees removed will be eligible for replacement trees. Residents will be notified of tree removal via letter from the City’s Arborist. That letter will contain information on how residents can apply for a replacement tree.

Generally the owner, not tenant, must submit an application for a Street Tree Replacement. The application packet can be found on the City of Chesterfield’s website at [www.chesterfield.mo.us](http://www.chesterfield.mo.us). Applications can also be obtained at Chesterfield City Hall during regular business hours. The application will be reviewed by the City Arborist to determine eligibility for a replacement tree.

A resident who is eligible for a replacement tree(s) and pays the required application fee will receive a replacement tree planted by the City’s tree contractor. The City will inspect the tree to ensure that it is planted in accordance with City standards. Once the tree is planted, the resident must care for the tree in accordance with the City Tree Guide, which is provided to the resident as part of the street tree application. The City’s contractor will mulch the base of the tree with a standard hard wood mulch, and stake the tree. It is the resident’s responsibility to water the tree, remove the stakes, and mulch the tree in the future, in accordance with the City Tree Guide.

If the resident has a lawn sprinkler, an electric dog fence, or any other system located in the area where the tree will be planted, it is his/her responsibility to mark this system. If the system must be relocated or is damaged due to not being marked, that repair / relocation is not eligible for reimbursement and must be paid by the resident.

The City will require the contractor to provide a one year warranty on all street trees. That warranty begins the first day of the month the tree was planted. If a resident believes a tree is not surviving and should be replaced, he/she must contact the City within the warranty period. The tree will then be inspected by the City Arborist and, if necessary, a replacement tree will be arranged. The warranty will be voided if the tree was not cared for in accordance with the City Tree Guide.

**Section 5**

This Policy is intended to comprehensively cover Street Trees. Any questions regarding the Policy should be directed to the City Arborist. Interpretations or exceptions to the Policy should be submitted to the Public Works Director / City Engineer.

**RECOMMENDED BY:**

\_\_\_\_\_  
**Department Head/Council Committee (if applicable)** **Date**

**APPROVED BY:**

\_\_\_\_\_  
**City Administrator** **Date**

\_\_\_\_\_  
**City Council (if applicable)** **Date**

Existing Policy

CITY OF CHESTERFIELD  
POLICY STATEMENT

PUBLIC WORKS

NO. 5

SUBJECT Street Trees

INDEX PW

DATE 11/19/1990  
ISSUED

DATE 12/4/2006  
REVISED

**POLICY**

Street tree selection criteria should include tree height and form, adaptation to soils and climate, moisture requirements, disease and insect susceptibility, size of flowers, fruit, nut or seed pod, root characteristics, and susceptibility to calcium chloride and sodium chloride.

The following trees are approved for use as Street Trees:

Latin Name	Common Name
<i>Acer platanoides</i>	Maple, Norway
<i>Acer rubrum</i> Varieties	Maple, Red and Varieties
<i>Acer saccharum</i> Varieties	Maple, Sugar and Varieties
<i>Alnus glutinosa</i>	Alder, European
<i>Carpinus betulus</i>	Hornbeam, European
<i>Carpinus caroliniana</i>	Hornbeam, American
<i>Celtis laevigata</i>	Sugarberry
<i>Celtis occidentalis</i>	Hackberry
<i>Cladrastis kentukea</i>	Yellowwood
<i>Crataegus laevigata</i> 'Superba'	Hawthorn, Crimson Cloud
<i>Eucommia ulmoides</i>	Hardy Rubber tree
<i>Fagus grandiflora</i>	Beech, American
<i>Fraxinus americana</i> Varieties	Ash, White and Varieties
<i>Ginkgo biloba</i> - Male	Ginkgo (male)
<i>Gleditsia triacanthos</i> <i>inermis</i> - Thornless, Podless Varieties	Honeylocust - Varieties that are Thornless & Podless

Latin Name	Common Name
<i>Koelreuteria</i> <i>paniculata</i>	Goldenrain tree
<i>Platanus x acerifolia</i>	Planetree, London
<i>Ostrya virginiana</i>	Hophornbeam
<i>Quercus acutissima</i>	Oak, Sawtooth
<i>Quercus bicolor</i>	Oak, Swamp White
<i>Quercus coccoloba</i>	Oak, Scarlet
<i>Quercus imbricaria</i>	Oak, Shingle
<i>Quercus michauxii</i>	Oak, Swamp Chestnut
<i>Quercus muehlenbergii</i>	Oak, Chinkapin
<i>Quercus robur</i>	Oak, English
<i>Quercus rubra</i>	Oak, Red
<i>Quercus shumardii</i>	Oak, Shumard
<i>Tilia cordata</i> Varieties	Linden, Littleleaf and Varieties
<i>Ulmus americana</i> Varieties	Eln, American and Varieties
<i>Ulmus parvifolia</i>	Eln, Chinese (Lacebark)
<i>Zelkova serrata</i> Varieties	Zelkova and Varieties

RECOMMENDED BY:

Motter  
Department Head/Council Committee (if applicable)

12/5/06  
Date

APPROVED BY:

City Administrator

Michael J. [Signature]  
City Council (if applicable)

12/4/06  
Date

Date

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

<b>PUBLIC WORKS</b>		<b>NO.</b>	<b>51</b>
<b>SUBJECT</b>	<b>Street Tree Removals</b>	<b>INDEX</b>	<b>PW</b>
<b>DATE ISSUED</b>	<b>6/1/2009</b>	<b>DATE REVISED</b>	<b>5/5/2014</b>

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**POLICY**

The Department of Public Services is responsible for identifying trees within the right of way which are to be removed. Department personnel shall determine the condition of a street tree by visual inspection. If Department Staff determines that a street tree is hazardous, dead, dying or diseased, Staff shall prioritize and schedule the removal of the street trees to the extent that funding permits.

Priority for removal shall be given to those street trees that pose an immediate, imminent or potential danger to the safety and welfare of the general public.

In general, the City does not permit the removal of an otherwise healthy tree within the right of way. If a property owner desires to remove a healthy tree within the right of way, adjacent to his\her property, the Public Works Director MAY authorize a no cost special use permit for the property owner to remove the tree at no cost to the City. All other permit conditions and insurance requirements will be as required by the Public Works Director.

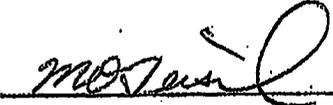
In some instances, otherwise healthy trees may become a nuisance. The Public Works Director may remove trees which, in his opinion, are detrimental to the public interests. Examples of such potential nuisances include but are not limited to: obstructing sight distance, shielding street lights, damaging sidewalks or sewers, low hanging branches which provide inadequate sidewalk or street clearance, deposition of pods, fruit or seeds, and trees with thorns.

Although not an approved species for new street trees within the City of Chesterfield, there exist a substantial number of Sweetgum trees throughout the City. Due to problems related to the prickly fruit which are unique to this tree species, some residents desire their removal. When a resident requests

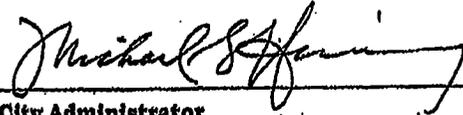
removal of an otherwise healthy Sweetgum tree located within the City's public right of way, The Public Works Director may consider its removal under the following conditions:

- 1) The resident participates in the street tree replacement program. A replacement tree must be selected and the appropriate fee paid for each tree requested to be removed.
- 2) The Public Works Director, or his designee shall attempt to communicate with the Subdivision trustees and advise them of the requested removal. While the ultimate authority and decision to remove the tree rests with the Public Works Director, the trustees may provide additional information, awareness and assistance for the Director to make an appropriate decision.
- 3) The City of Chesterfield takes pride in its tree lined streets and is desirous of maintaining the character of neighborhoods. Whenever possible, the Public Works Director should consider recent removals of street trees in the immediate vicinity and attempt to minimize the impact of the tree(s) removal on the overall character of the community.

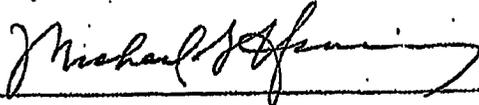
**RECOMMENDED BY:**

  
PPW Committee  
Department Head/Council Committee (if applicable)

5/5/2014  
Date

  
City Administrator

5/5/2014  
Date

  
City Council (if applicable)

5/5/2014  
Date

# City Council Memorandum

## Department of Public Services



**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** February 22, 2016  
**CC Date:** March 07, 2016  
**RE:** **P.Z. 13-2015 Chesterfield Valley Square (Burgundy Arrow, LLC):** A request for a zoning map amendment from a “PI” Planned Industrial District to a “PC” Planned Commercial District for a 6.07 acre tract of land located south of Chesterfield Airport Road west of Public Works Dr. (17U230320).

Burgundy Arrow, LLC, has submitted a request for a zoning map amendment from a “PI” Planned Industrial District to a “PC” Planned Commercial District for a 6.07 acre tract currently developed as a multi-tenant center. The request for the zoning change came after a business license for a hair salon was denied as the industrial district regulations do not permit the use.

A Public Hearing for this request was held at the January 11, 2016, City of Chesterfield Planning Commission meeting. Issues pertaining to use restrictions (auto sales and kennels restricted to indoor use only), open space, and hours of operation were raised. These items were discussed and additional information provided at the vote meeting held on February 8, 2016. The Planning Commission recommended approval of a modification to the open space requirement to allow 33% in lieu of the 35% requirement by a vote of 8-0. The Commission recommended approval of the zoning map amendment with the modification by a vote of 8-0.

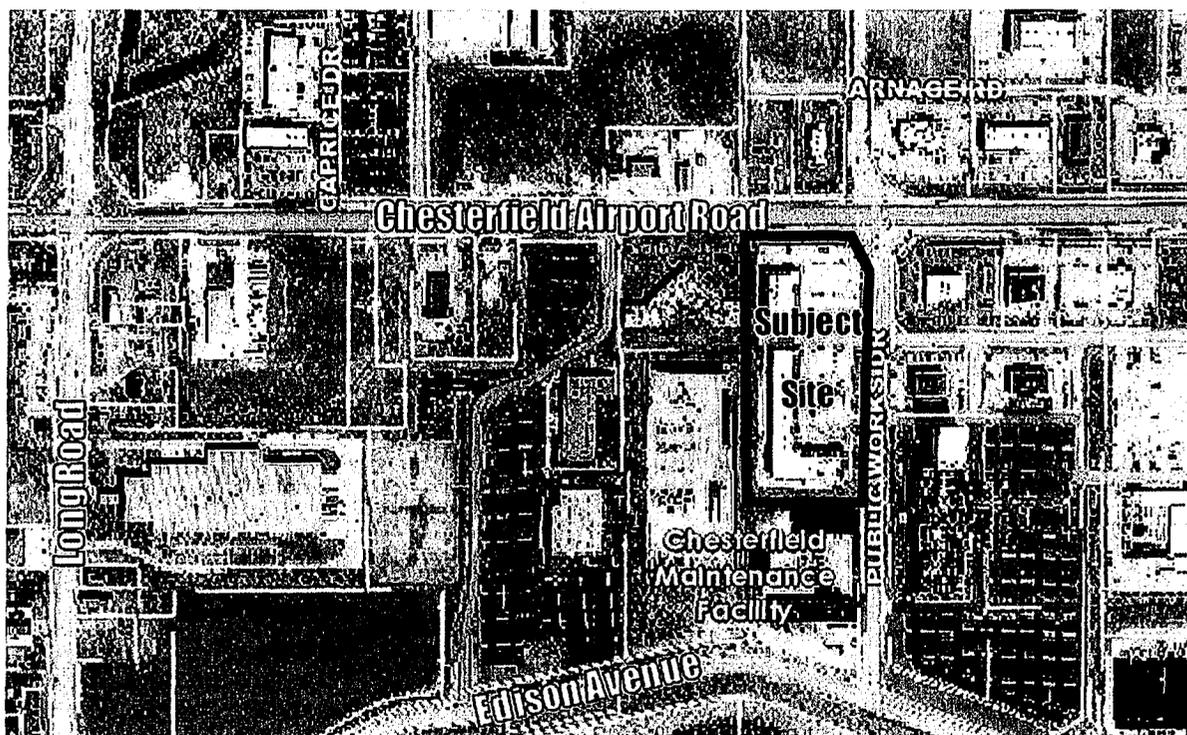
The project was reviewed by the Planning and Public Works Committee on February 18, 2016 where discussions about the appropriateness of commercial zoning in this area were held. After much discussion the committee made a motion to move the project forward to City Council as presented with no recommendation and the City Attorney is reviewing the case for alternatives to permit the “barber and beauty shop” without a change to the zoning district itself.

For informational purposes, the location of industrial areas within the City of Chesterfield is discussed in the Comprehensive Plan by Plan Policy 3.5.1 which, in part, states, “Specifically, low-intensity industrial use is encouraged west of Long Road.”

Encouragement of industrial zoning west of Long Road was later incorporated into the "PC" Planned Commercial District in 2009. The language approved by the City Council on June 1, 2009 via Ordinance 2527 is provided below and provides the geographic area (underlined) to encourage industrial land uses.

"The following light industrial type uses may be permitted and established in the site specific ordinance within a PC District for properties within the area known as Chesterfield Valley and specifically located west of Long Road, bordered on the north by the City of Chesterfield city limits and bordered on the south by Central Midland Railroad..."

Attached to the legislation, please find a copy of an enlarged zoning map, the Attachment A and Preliminary Plan as recommended by the Planning Commission.



✓ MBL  
2/27/16

SEE BILL # 3075

**BID RECOMMENDATION - MOWER (CVAC)**

As detailed in the enclosed MEMO, prepared by Tom McCarthy, Parks/Recreation/Arts Director, bids were recently sought for the purchase of a Fraise Mower, for use in "field maintenance operations" at the Chesterfield Valley Athletic Complex (CVAC). FYI, the FY2016 Budget contains \$39,000 for this purchase.

Having reviewed the information contained in Mr. McCarthy's MEMO and attached thereto and with the endorsement of Mike Geisel, Director of Public Services, I join with them in **recommending award of a contract to Commercial Turf and Tractor, for the purchase of a Fraise Mower, for \$33,060, which is \$5,940 below the budgeted amount.**

As always, if you have any questions, please contact Mr. McCarthy, Mr. Geisel or me, prior to Monday's meeting.

# MEMORANDUM

**TO:** Mike Herring, City Administrator  
**FROM:** Tom McCarthy – Parks, Recreation and Arts Director  
**DATE:** February 19, 2016  
**SUBJECT:** Fraise Mower



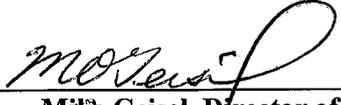
As you are aware, the 2016 Parks Budget provides \$39,000 for the purchase of a Fraise mower which will be used in our field maintenance operations at the Chesterfield Valley Athletic Complex. For your convenience and information, I've attached informational graphics which describe the Fraise mower which was specified. As described in the original budget request, Fraise mowing is a relatively new process used in the athletic turf industry within the United States. The City of Chesterfield successfully field tested and contracted for Fraise mowing on selected field surfaces at the CVAC prior to making this budget request for 2016.

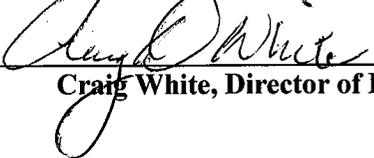
The Fraise mower is patented, licensed and distributed by a sole source provider. Commercial Turf and Tractor is the Midwest Territory distributor for the Campe Imants Fraise Mower. All licensed suppliers sell the equipment at the same price. Commercial Turf has successfully performed contractual work for the City of Chesterfield Parks Division as described in the first paragraph, with the Fraise mower. Because of the City's prior contracted work, Commercial Turf & Tractor has offered a \$3,000 purchase credit toward the licensed purchase cost of a new Fraise mower. Accordingly, the net price to the City is as follows:

New Koro Field Top Maker 1500 MK V -	\$36,060
Credit for Contracting services	<u>(\$3,000)</u>
Total delivered cost	\$33,060

Accordingly, I request that this purchase recommendation be forwarded to City Council for approval and authorization to purchase budgeted Fraise mower from Commercial Turf and Tractor in the net amount of \$33,060. Funds for the mower have been budgeted in the 2016 Machinery & Equipment Account 119-084-5440 in the amount of \$39,000. This purchase will yield a savings of \$5,940 from the budgeted amount.

If you have any questions or require additional information, please advise..

Concurrence:   
Mike Geisel, Director of Public Services

Concurrence:   
Craig White, Director of Finance

attachments

  
2/27/16



PK-208

PK-30

FIELDTOPMAKER

# COMMERCIAL TURF & TRACTOR QUOTE

Date: 6/17/2015  
Expires: 7/17/2015

Commercial Turf & Tractor  
PO Box 724  
Chillicothe, MO 64601  
800.748.7497  
Fax 660.646.1005  
comturf@greenhills.net

To City of Chesterfield  
Parks Department  
165 Public Works Drive  
Chesterfield, MO 63005  
Attn: Brian Winka  
314-680-9815  
bwinka@chesterfield.mo.us

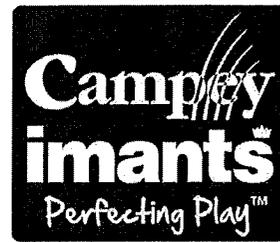
Salesperson	P.O.	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Bryan Wood		Delivery	Per our truck		Upon delivery	

Qty	Item #	Description	Unit Price	Discount	Line Total
1		New Koro Field Top Maker 1500 MK V comes equipped with Universe 4 Rotor, blades and elevator.	\$36,060.00		\$36,060.00
		Discount for contracting service performed spring 2015		-3,000.00	
		Includes delivery and training			
<b>Subtotal</b>					\$33,060.00
<b>Sales Tax</b>					Tax Exempt
<b>Total</b>					\$33,060.00

Quotation prepared by: Melinda Nyquist for Bryan Wood.

We reserve the right to make any price adjustments that may have occurred.

[www.commercialturfandtractor.com](http://www.commercialturfandtractor.com)



info@campeyimants.com  
www.campeyimants.com

To whom it may concern:

Effective January 1, 2015 Aqua Aid INC. was named the sole source for Campey Imants equipment for North America by becoming the sole importer of the entire equipment line. Aqua Aid has set up a distribution network within its command throughout certain areas in North America, and within the network Aqua Aid Inc itself is the sole distributor for the Southeastern United States. Aqua Aid has sole control of all pricing, and as such, has set a pricing structure that is the same in all areas of the US and its territories known as standard list pricing.

Any questions please contact me.

*Richard JCampey*

Richard J Campey



[info@campeyimants.com](mailto:info@campeyimants.com)  
[www.campeyimants.com](http://www.campeyimants.com)

To whom it may concern:

Effective January 1, 2015 Aqua Aid INC. was named the sole source for Campey Imants equipment for North America by becoming the sole importer of the entire equipment line. Aqua Aid has set up a distribution network within its command throughout certain areas in North America, and within the network Aqua Aid Inc itself is the sole distributor for the Southeastern United States including Florida.

Any questions please contact me.

*Richard J Campey*

Richard J Campey



Intellectual  
Property  
Office

# Certificate of Grant of Patent

Patent Number: GB2508721  
Proprietor(s): Richard Campey Limited  
Inventor(s): Richard J Campey  
Simon J Gumbrill  
Johannes H W H de Kort

*This is to Certify that, in accordance with the Patents Act 1977,*

a Patent has been granted to the proprietor(s) for an invention entitled  
**"Turf Treatment Implement"** disclosed in an application filed **24  
October 2013**.

Dated 25 November 2015

**John Alty**

Comptroller General of Patents, Designs and Trade Marks  
Intellectual Property Office

The attention of the Proprietor(s) is drawn to the important notes overleaf.

Intellectual Property Office is an operating name of the Patent Office

(12) **UK Patent**

(19) **GB**

(11) **2508721**

(13) **B**

(45) Date of B Publication

25.11.2015

(54) Title of the Invention: **Turf Treatment Implement**

(51) INT CL: **A01G 1/12** (2006.01) **A01B 45/02** (2006.01)

(21) Application No: **1318777.8**

(22) Date of Filing: **24.10.2013**

(30) Priority Data:  
(31) **1219124** (32) **24.10.2012** (33) **GB**

(43) Date of A Publication **11.06.2014**

(56) Documents Cited:

<b>GB 2487262 A</b>	<b>GB 2160401 A</b>
<b>EP 1632120 A1</b>	<b>WO 2006/079207 A1</b>
<b>WO 1992/016097 A1</b>	<b>AU 000412721 B2</b>
<b>DE 002745667 A1</b>	<b>NZ 000589273 A</b>
<b>SU 000533345 A1</b>	

(58) Field of Search:

As for published application 2508721 A viz:  
INT CL **A01B, A01G**  
Other: **WPI & EPODOC**  
updated as appropriate

Additional Fields  
INT CL **A01D**

(72) Inventor(s):

**Richard John Campey**  
**Simon Jonathan Gumbrill**  
**Johannes Hendricus Wilhelmus Herman de Kort**

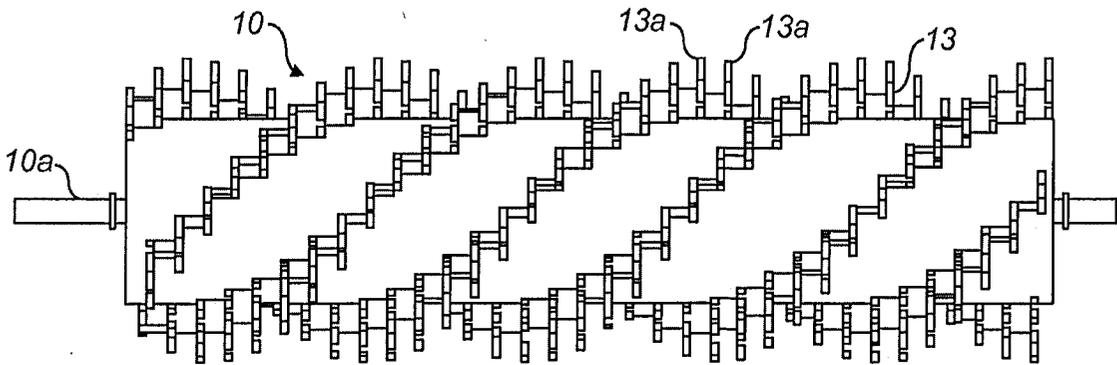
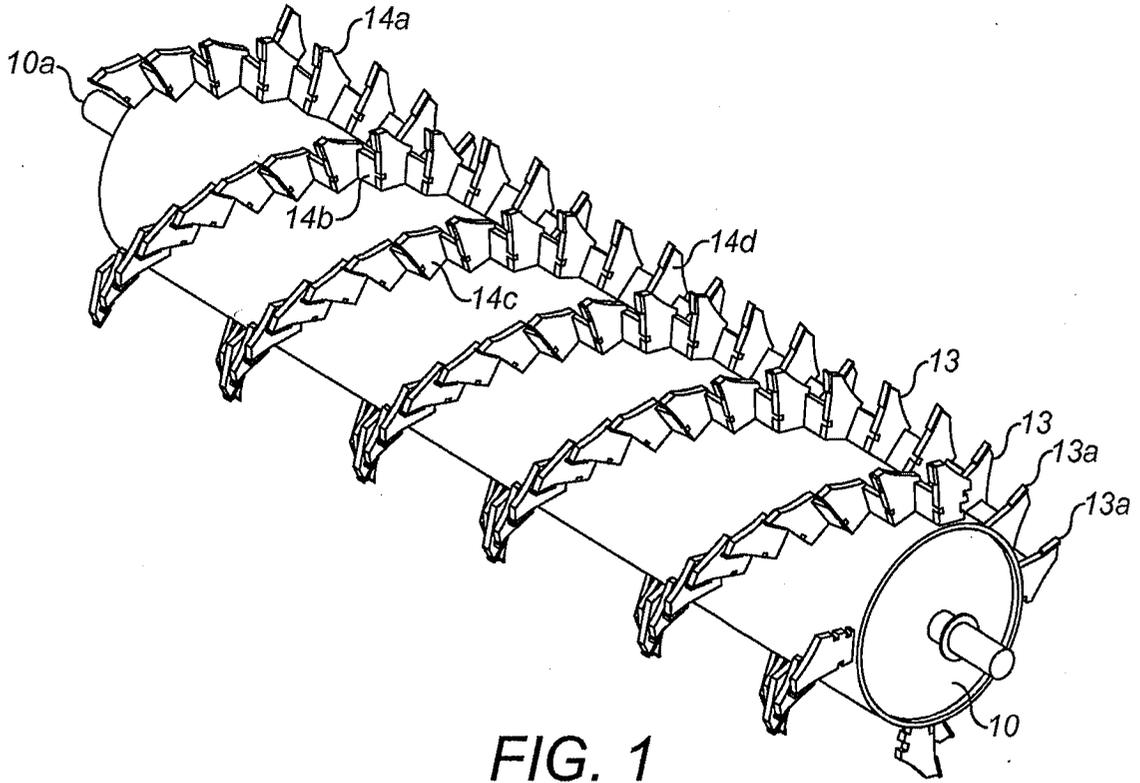
(73) Proprietor(s):

**Richard Campey Limited**  
**(Incorporated in the United Kingdom)**  
**The Old Dairy, Marton Hall Lane, Marton,**  
**MACCLESFIELD, Cheshire, SK11 9HK,**  
**United Kingdom**

(74) Agent and/or Address for Service:

**TLIP Ltd**  
**Leeds Innovation Centre, 103 Clarendon Road,**  
**LEEDS, LS2 9DF, United Kingdom**

**GB 2508721 B**



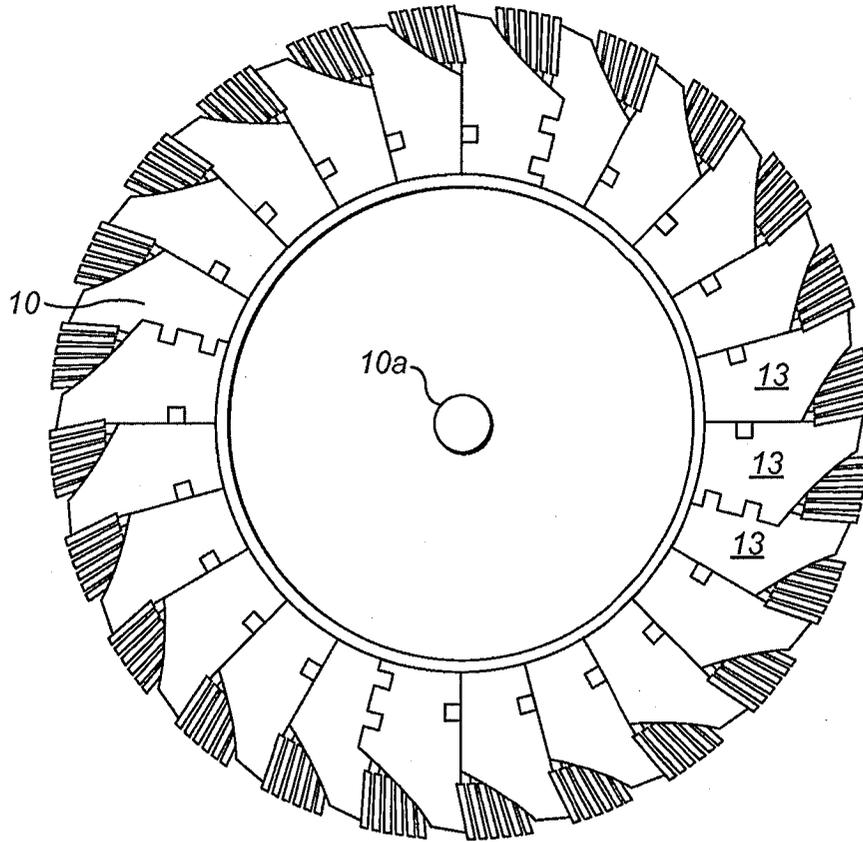


FIG. 3

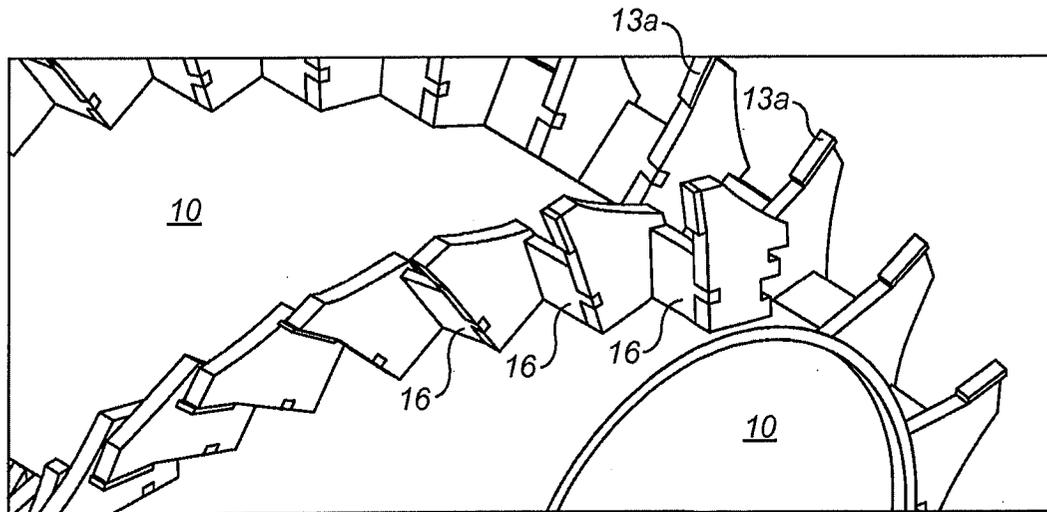
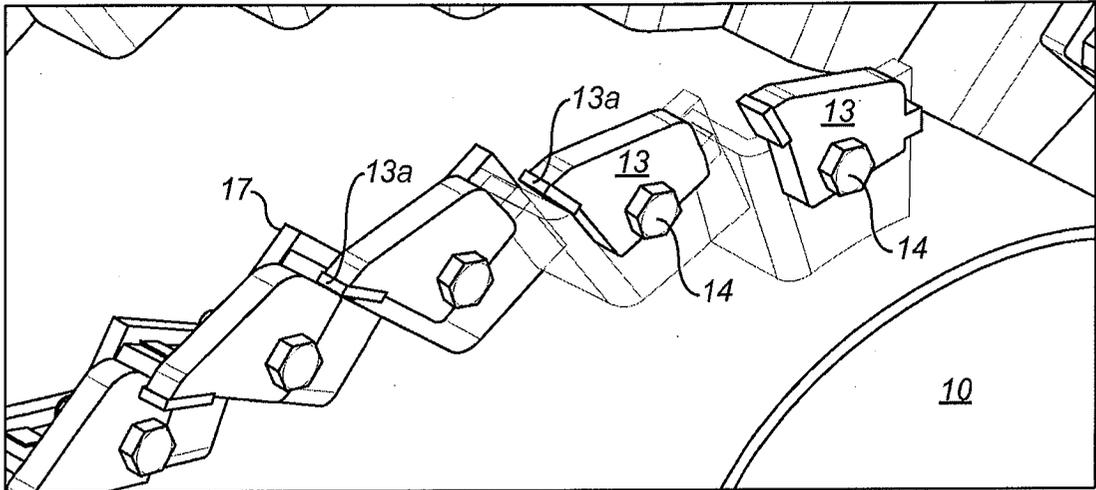
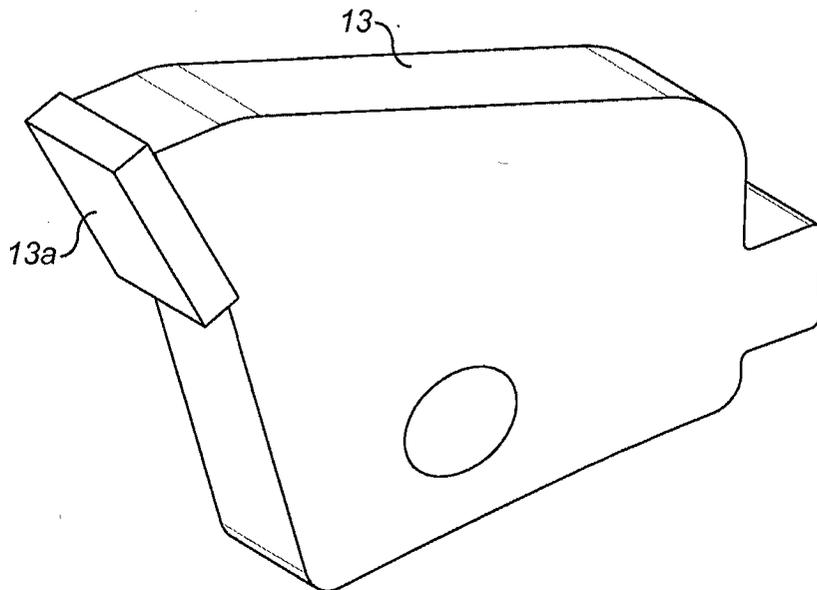


FIG. 4



**FIG. 5**



**FIG. 6**

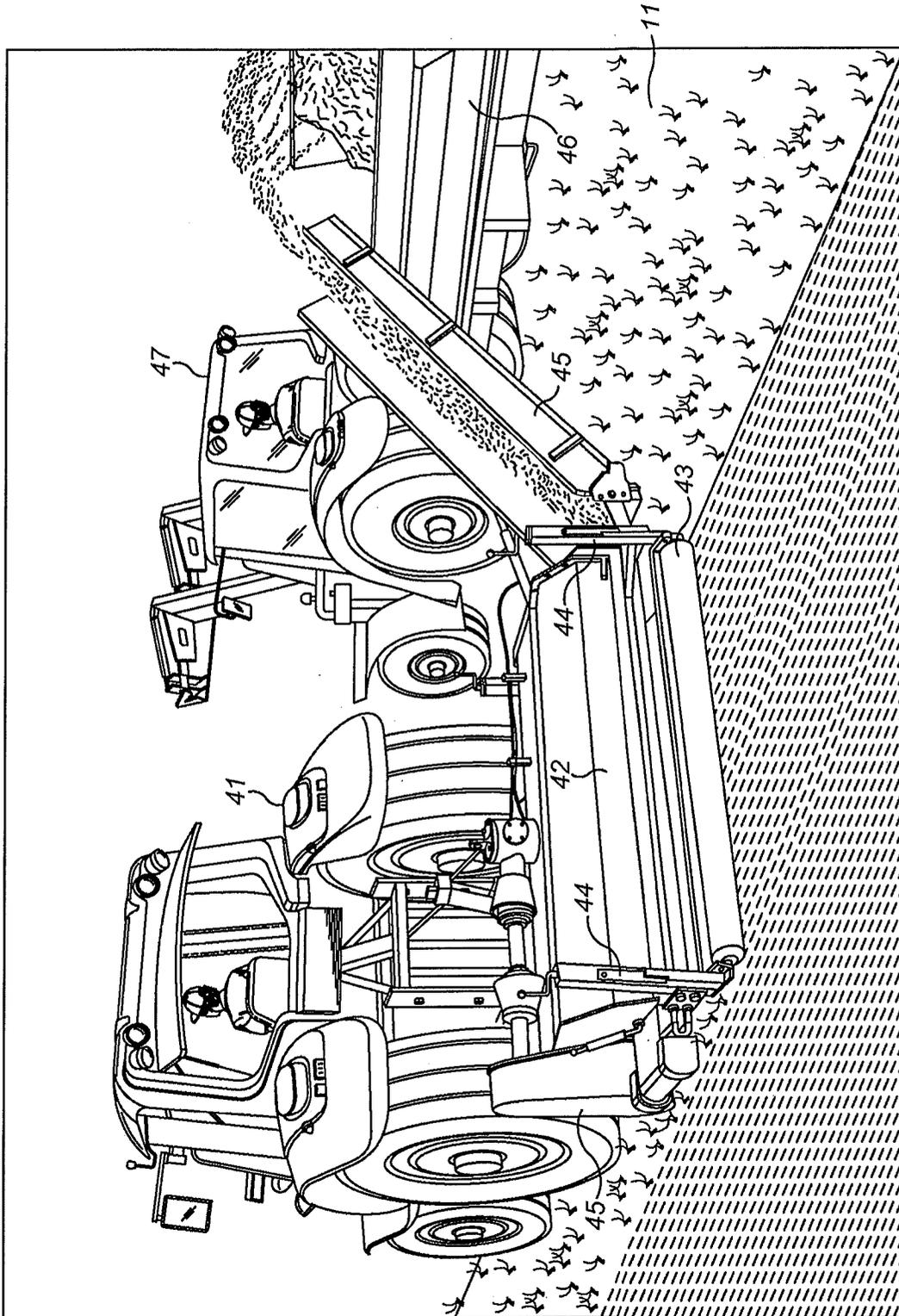


FIG. 7

## Turf Treatment Implement

This invention relates to implements for turf treatment, more particularly for treatment of sports playing surfaces such as football, rugby and hockey pitches, and tennis courts which, during the course of a playing season, are subject to wear and tear and also suffer from a build-up of thatch, which is an accumulation of layers of partially decomposed leaves, stems and roots. Diseases and other blights including algae, moss, fungi, and slime mould can invade the turf, and may be made worse by the presence of thatch.

It is usually recommended that thatch be treated by mechanical thatching equipment, an operation usually referred to as scarification, but sometimes known as verticutting, although that term is also used for the process of cutting vertically into the turf using fine blades, sometimes known as turf grooming. It is recommended to carry out scarification in several treatments rather than attempting to remove all the thatch at once, but this is essentially because conventional scarifiers remove thatch in thin furrows, leaving 'ridges' of thatch between them, and so cannot remove all the thatch in one pass.

US6094860 discloses the use of artificial fibre reinforcement for grass turf areas in playing fields subject to heavy wear, and other patents and proprietary systems similarly involve the use of artificial fibre reinforcement.

"Desso® Grassmaster" is a turf reinforcement system in which artificial grass fibres are injected some 20cm deep into a grass surface, projecting some 25mm above the soil. The maintenance of this system, as regards mowing, verticutting and ventilating, is said to be no different from the maintenance of ordinary turf. Mowing, of course, must be carried out with the cutter height at or above the height of the artificial grass fibres, e.g. at 26mm or more if the fibre height is 25mm, otherwise they would be cut or pulled out.

The artificial grass fibres are injected into a matrix of sand, which of course has no nutritional value, and there is only a thin top layer of humus, if indeed any, so the natural grass needs to be treated with fertiliser more than it would if grown in deep soil. This exacerbates problems of disease and infestation, bearing in mind that about 97% of the turf is natural grass. The sand also, over the course of a playing season, compacts more than does the usual substrate of natural, unreinforced turf.

On this, or indeed any, turf, moreover, undesired grasses and weeds such as clover can be a problem. Clover is especially problematic on playing surfaces such as tennis courts, as it tends to be slippery. Weeds are usually treated with systemic herbicides, which take time to act and which may require several treatments over a space of weeks.

The present invention provides an improved apparatus for treating turf, including artificial grass-reinforced turf planted in a matrix of sand and/or soil, that is capable of removing thatch, diseased or blighted humus and sand, even all of the grass and weeds without, however, affecting the artificial grass reinforcement, if present.

The invention comprises a cylindrical turf treatment rotor adapted to be driven in rotation about a horizontal axis, and provided with wear-resistant teeth extending along one or more helical tracks on the rotor, the teeth being individually attached to the rotor so as to be capable of individual removal for replacement or refurbishing or for reconfiguring the rotor and closely spaced along each of four helical tracks so that the rotor is capable of removing in one pass all or substantially all thatch, grass and infected humus and/or sand.

The teeth may be removably attached to the blades fixed on the rotor. The teeth may be bolted on to the blades, and may be attached by a single bolt, the blades having recesses or so arranged in relation to adjacent blades as to define a recess into which the teeth fit so as to be held securely in position by a single bolt.

The teeth may extend up to 200mm above the surface of the rotor.

The blades may be fixed in slots, which may be laser-cut, in the rotor, and may be welded in the slots.

The teeth may have tips extending at least 60mm above the cylindrical surface of the rotor.

The tips may be of wear resistant material or at least tipped with wear resistant material such as tungsten carbide.

The teeth may extend on four equally spaced helical tracks, and blading may be provided for four tracks.

With teeth closely spaced along each of four helical tracks, and set to an appropriate depth of penetration of the teeth, the rotor is capable of removing in one pass all or substantially all thatch, grass and infected humus and/or sand. In this configuration, it will be capable of treating Desso® Grassmaster reinforced turf without disturbing the reinforcing fibres, leaving the ground ready for reseeding. Not forming part of the present invention, the rotor may be reconfigured to have two tracks only, by removing the teeth from two tracks of blading, it will function as a scarifier, removing thatch to a desired depth but leaving turf. In this configuration it is suitable for treating, ordinary unreinforced turf.

24 09 15

A cylindrical turf treatment rotor according to the invention will now be described with reference to the accompanying drawings, in which:

- Figure 1 is a perspective view of one embodiment of the rotor;
- Figure 2 is a front elevation of the rotor of Figure 1;
- Figure 3 is an end-on view of the rotor of Figure 1;
- Figure 4 is a close-up view of teeth on the roller of Figure 1 showing a first attachment scheme;

22 12 14

Figure 5 is a close-up view of teeth on the roller showing a second attachment scheme;

Figure 6 is a view of a single tooth for the scheme illustrated in Figure 5; and

Figure 7 is a rear view of a rotor in use.

The drawings illustrate a cylindrical turf treatment rotor 10 adapted to be driven in rotation about a horizontal axis - axle 10a - and provided with teeth 13 extending along one or more helical tracks 14 on the rotor 10, the teeth 13 being individually attached to the rotor 10 and connected to adjacent teeth 13, the teeth 13 having tips 13a extending at least 60mm above the cylindrical surface of the rotor 10.

The tips 13a may extend up to 200mm above the cylindrical surface of the rotor.

The teeth 13 may extend on four equally spaced helical tracks 14a, 14b, 14c, 14d.

The teeth 13 are removably attached, so that they may be replaced or refurbished when worn or damaged in use and so that the rotor 10 may be reconfigured. With teeth 13 closely spaced along each of four helical tracks 14, the rotor 10 will be capable of removing in one pass all or substantially all thatch, grass and infected humus and/or sand, but with two tracks only, it will function as a scarifier, selectively removing thatch to a desired depth.

In the embodiment shown particularly in Figure 4, the teeth 13 fit into slots in the rotor 10 surface and are locked in place by connecting members 16 connecting them to adjacent teeth 13.

In the embodiment shown particularly in Figures 5 and 6, the teeth 13 are bolted, with a single bolt 13a, to blades 17 welded into slots laser-cut into the rotor surface. The blades 17 have recesses or are so arranged in relation to adjacent blades as to define a recess into which the teeth fit so as to be held securely in position by a single bolt 14.

The teeth 13, as better seen in Figure 6, are generally trapezoidal in shape

The teeth 13 may be of wear resistant material, but, as illustrated, are of steel tipped with wear resistant material 13a such as tungsten carbide.

In use, as shown in Figure 7, the rotor 10, not shown *per se* in this Figure, but mounted in a chassis 42, is drawn over turf 11, by a tractor 41. The chassis 42 has a ground roller 43 and a blade height control arrangement 44 adapted to deploy the teeth 13 below turf level 14. The tractor 41 is driven to traverse the rotor 10 over the turf so deployed and has a power take-off transmission 45 to rotate the rotor 10 so that the blades 13 move through the turf 11 pulling out thatch, natural grass 12 and matrix material, soil and/or sand. The rotor 10 is driven so that the teeth 13 drive into the turf 11 as it moves forward. The material lifted from the turf is driven to the right of the tractor 41 by the action of the

helically disposed teeth 13 and is lifted on an elevator 45 into a trailer 46 drawn behind a second tractor 47.

- 5 As shown, the rotor 10 has teeth of sufficient depth and density that they can, using rotor height control arrangement 45, remove all or substantially all thatch, grass and diseased matrix, leaving a friable surface onto which fresh seed may be sown. A roller of, say, one metre breadth, may thus treat a football or like sized field on a single pass, two passes at most, an operation comfortably accommodated within a single day's work.
- 10 If the rotor 10 is reconfigured by removing teeth from two of the helical tracks - opposite helices, so as to leave the rotor balanced - and deployed, using the height control, so that the teeth penetrate to a lesser depth, the rotor 11 will constitute an effective scarifier, giving a less drastic treatment.
- 15 In either configuration, the rotor 10 will leave artificial grass turf reinforcement, such as Desso Grassmaster® reinforcement, unaffected.

1 A cylindrical turf treatment rotor adapted to be drawn over turf that may comprise thatch, grass and infected humus and/or sand and to be driven in rotation about a horizontal axis, and provided with wear-resistant teeth extending along one or more helical tracks on the rotor, the teeth being individually attached to the rotor so as to be capable of individual removal for replacement or refurbishing or for reconfiguring the rotor, the teeth having tips extending to at least 60mm above the surface of the rotor and being so closely spaced as to be capable of removing from the turf in one pass all or substantially all thatch, grass and infected humus and/or sand.

2 A rotor according to claim 1, in which the teeth extend up to 200mm above the surface of the rotor.

3 A cylindrical turf treatment rotor according to claim or claim 2, in which the teeth are removably attached to blades fixed on the rotor.

4 A cylindrical turf treatment rotor according to claim 3, in which the teeth are bolted on to the blades.

5 A cylindrical turf treatment rotor according to claim 4, in which the teeth are attached by a single bolt, the blades having recesses or being so arranged in relation to adjacent blades as to define a recess into which the teeth fit so as to be held securely in position by a single bolt.

6 A cylindrical turf treatment rotor according to any one of claim 3 to 5, in which the blades are fixed in slots, which may be laser-cut, in the rotor, and may be welded in the slots.

7 A rotor according to any one of claims 1 to 6, in which the teeth extend on four equally spaced helical tracks.

8 A rotor according to any one of claims 1 to 7, in which the teeth are at least tipped with wear resistant material such as tungsten carbide.

29 06 15



Espacenet

## Bibliographic data: GB2508721 (A) — 2014-06-11

### Turf treatment rotor with removable teeth

**Inventor(s):** CAMPEY RICHARD JOHN [GB]; GUMBRILL SIMON JONATHAN [GB]; KORT JOHANNES HENDRICUS WILHELMUS HERMAN DE [NL] ± (RICHARD JOHN CAMPEY, ; SIMON JONATHAN GUMBRILL, ; JOHANNES HENDRICUS WILHELMUS HERMAN DE KORT)

**Applicant(s):** RICHARD CAMPEY LTD [GB] ± (RICHARD CAMPEY LIMITED)

**Classification:** - international: A01B45/02; A01G1/12  
- cooperative: A01B45/026; A01D34/53; A01G1/12 more

**Application number:** GB20130018777 20131024

**Priority number(s):** GB20120019124 20121024

**Also published as:** GB2508721 (B) WO2014064407 (A1) US2015282420 (A1)  
EP2911491 (A1) AU2013336489 (A1)

### Abstract of GB2508721 (A)

A cylindrical turf treatment rotor 10 adapted to be driven in rotation about a horizontal axis, and provided with wear-resistant teeth 13 extending along one or more helical tracks 14a, b, c, d on the rotor, the teeth being individually attached to the rotor so as to be capable of individual removal for replacement or refurbishing or for reconfiguring the rotor. The teeth may be removably attached to blades 17 fixed on the rotor. The blades may have recesses or are so arranged in relation to adjacent blades as to define a recess into which the teeth fit.

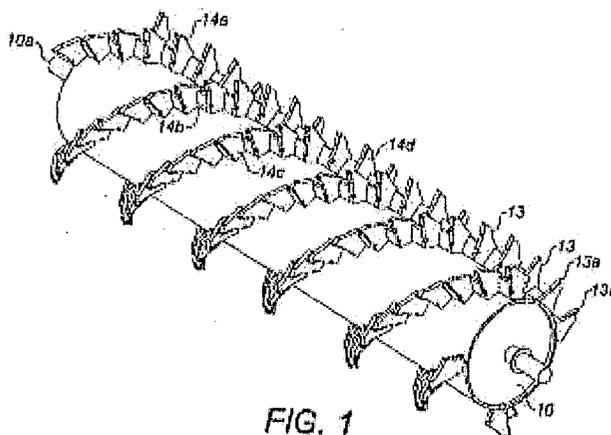


FIG. 1

**BID RECOMMENDATION – 2016 SLAB REPLACEMENT (PROJECT A)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for one of two citywide SLAB REPLACEMENT projects, known a “**Project A**”.

Having reviewed the information contained within Mr. Eckrich’s MEMO and attached thereto, I join with him in recommending award of this contract to **Amcon Municipal Concrete**, in an amount-not-to-exceed **\$1,442,116**. Adequate funds exist within the Capital Improvement Sales Tax fund to cover this entire expenditure.

If you have any questions, please contact Mr. Eckrich or me, prior to Monday’s meeting.

**DATE:** February 25, 2016

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

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

**RE:** 2016 Selective Slab Replacement Project A



*[Handwritten signature]*  
2/29/16

The Department of Public Services publicly opened bids for the 2016 Selective Slab Replacement Project A on February 23, 2016. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in the amount of \$1,442,116. This figure includes the bid amount (\$1,420,116) and the potential schedule incentive (\$22,000). Amcon has successfully performed street replacement work in the City of Chesterfield in the past and is highly recommended by City Staff.

The streets included as part of this project are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

Please note that 2016 street improvements were budgeted at a total of \$2,445,000. The sum of Project A and Project B results in a total expenditure of \$2,569,386, which is \$124,386 (five percent) over budget. There are sufficient funds in the Capital Projects Fund to cover the overage.

Concurrence:

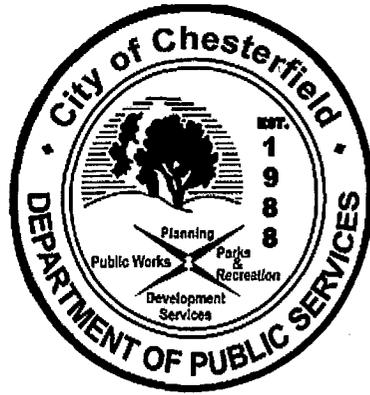
*[Signature of Craig White]*  
\_\_\_\_\_  
Craig White, Finance Director

**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 enter into an Agreement with Amcon Municipal Concrete in the amount of \$1,442,116.

Cc: Michael O. Geisel, Director of Public Services

# MEMORANDUM



**DATE:** February 25, 2016  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**SUBJECT:** 2016 Selective Slab Replacement Project, Area A - 2016-PW-03A

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As you are aware, we opened bids for the above referenced project on Tuesday, February 23, 2016. Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Amcon Municipal Concrete	\$1,420,115.75
J.M. Marschuetz Construction Co.	\$1,531,818.35

The low bidder, Amcon Municipal Concrete has successfully performed street replacement work in the past in the City of Chesterfield.

**Accordingly, I recommend acceptance of the bid of \$1,420,115.75 submitted by Amcon Municipal Concrete and request authorization of work up to the amount of \$1,442,115.75** This amount includes the full value (\$22,000) of the possible schedule incentive available to the contractor. Adequate funding is available in the Capital Projects Street Improvements account, 120-079-5490, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.

**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 23, 2016

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda \_\_\_\_\_ through \_\_\_\_\_, for the

2016 Selective Slab Replacement  
2016-PW-03 A

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 24,000 square yards of concrete pavement, property restoration and other necessary appurtenances..

The Contract contains a binding arbitration provision which may be enforced by the parties.

**Bid submitted by:**

Company Name: Amcon Municipal Concrete, LLC

Address: 850 Lonestar Dr.

City, State O'Fallon, Mo 63366

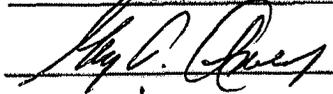
Phone number: 636-379-9396 Fax: 636-240-3699

E-mail address: amcon concrete@yahoo.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership   
Corporation \_\_\_\_\_ Other \_\_\_\_\_

Officer Gary T. Amelong

Title General Manager

Signature 

Date 2/23/16

**ITEMIZED BID  
CITY OF CHESTERFIELD  
2016 SELECTIVE SLAB REPLACEMENT PROJECT  
2016-PW-03 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	24,165	45 <sup>86</sup>	1,108,206 <sup>90</sup>
2	JOINT SEALANT	Sq. Yd.	24,165	1 <sup>65</sup>	39,872 <sup>25</sup>
3	4" ROLLED STONE BASE	Sq. Yd.	24,165	4 <sup>40</sup>	106,326 <sup>00</sup>
4	UNDERGRADING	Cu. Ft.	825	.50	412 <sup>50</sup>
5	GEOTEXTILE FABRIC	Sq. Yd.	24,165	1.00	24,165 <sup>00</sup>
6	STRUCTURAL GEOGRID	Sq. Yd.	625	.50	312 <sup>50</sup>
7	SEEDING & MULCHING	Sq. Yd.	1,310	.01	13 <sup>10</sup>
8	TRAFFIC CONTROL	L.S.	1	20,000 <sup>00</sup>	20,000 <sup>00</sup>
9	PAVED APPROACHES	Sq. Yd.	700	55 <sup>00</sup>	38,500 <sup>00</sup>
10	SAWCUTTING	Lin. Ft.	1,676	2 <sup>50</sup>	4,190 <sup>00</sup>
11	PAVEMENT LUGS	Each	1	50 <sup>00</sup>	50 <sup>00</sup>
12	UNDERDRAINS	Lin. Ft.	765	16 <sup>50</sup>	12,622 <sup>50</sup>
13.0	SIDEWALKS	Sq. Ft.	2,080	6 <sup>00</sup>	12,480 <sup>00</sup>
13.1	DETECTABLE WARNING SURFACE	Each	13	400 <sup>00</sup>	5,200 <sup>00</sup>
14	REPLACE INLET SILL	Each	9	400 <sup>00</sup>	3,600 <sup>00</sup>
15	ADJUSTMENT OF INLET SILL	Each	10	400 <sup>00</sup>	4,000 <sup>00</sup>
16	DRILLING AND DOWELING	Each	854	11 <sup>50</sup>	9,821 <sup>00</sup>
17	A2 JOINTS	Lin. Ft.	584	16 <sup>00</sup>	9,344 <sup>00</sup>
18	SILT FENCE	Lin. Ft.	230	1 <sup>00</sup>	230 <sup>00</sup>
19	INLET PROTECTION	Each	7	110 <sup>00</sup>	770 <sup>00</sup>
20	GRADED TROUGH REPLACEMENT	Each	1	20,000 <sup>00</sup>	20,000 <sup>00</sup>
<b>TOTAL BID</b>					<b>1,420,115<sup>75</sup></b>

**2016 SELECTIVE SLAB REPLACEMENT PROJECT**

**2016-PW-03-A**

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Subdivision</b>	<b>Comments</b>
<b>Cochero Drive</b>	<b>13260</b>	<b>End</b>	<b>West Hills</b>	
<b>Torreador Drive</b>	<b>13224</b>	<b>Cul-de-sac</b>	<b>West Hills</b>	
<b>Brook Hill Drive</b>	<b>Schoettler Road</b>	<b>14794</b>	<b>Brook Hill Estates</b>	
<b>Brook Hill Lane</b>	<b>Brook Hill Drive</b>	<b>Cul-de-sac</b>	<b>Brook Hill Estates</b>	
<b>Brook Hill Court</b>	<b>Brook Hill Drive</b>	<b>Cul-de-sac</b>	<b>Brook Hill Estates</b>	
<b>Kulkarni Court</b>	<b>14702</b>	<b>Cul-de-sac</b>	<b>Brook Hill Estates</b>	
<b>Swingley Ridge Drive</b>	<b>Olive Boulevard</b>	<b>Chesterfield Pkwy East</b>	<b>Herman Stemme Complex</b>	
<b>Swingley Ridge Drive</b>	<b>Four Seasons Hotel</b>	<b>End</b>	<b>No Subdivision</b>	<b>Trench Grate Included</b>
<b>Chesterfield Estates Drive</b>	<b>1320</b>	<b>1464</b>	<b>Chesterfield Estates</b>	
<b>Riverdale Circle</b>	<b>1324</b>	<b>1336</b>	<b>Chesterfield Estates</b>	
<b>Jenwick Court</b>	<b>Kimwood Court</b>	<b>Cul-de-sac</b>	<b>Chesterfield Estates</b>	
<b>Kimwood Court</b>	<b>17020</b>	<b>Cul-de-sac</b>	<b>Chesterfield Estates</b>	

**BID RECOMMENDATION – 2016 SLAB REPLACEMENT (PROJECT B)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for one of two citywide SLAB REPLACEMENT projects, known a “**Project B**”.

Having reviewed the information contained within Mr. Eckrich’s MEMO and attached thereto, I join with him in recommending award of this contract to **J.M. Marschuetz Construction Company**, in an amount-not-to-exceed **\$1,127,270**. Adequate funds exist within the Capital Improvement Sales Tax fund to cover this entire expenditure. As explained by Mr. Eckrich, the bid recommendations for both Projects “A” and “B” (\$2,569,386), exceeds the actual budgeted amounts, by \$124,386. However, as you’re recall during the discussion regarding the proposed FY2016 Budget, the Capital Improvement Sales Tax Fund has substantial fund reserves, which are more than adequate to cover this additional expense. In addition, it has been City Council’s policy to spend all available dollars, within this Fund, on an annual basis.

If you have any questions, please contact Mr. Eckrich or me, prior to Monday’s meeting.

**DATE:** February 25, 2016  
**TO:** Michael G. Herring, ICMA-CM  
City Administrator  
**FROM:** James A. Eckrich, P.E. *[Signature]*  
Public Works Director / City Engineer  
**RE:** 2016 Selective Slab Replacement Project B



*[Handwritten signature]*  
2/29/16

↳ The Department of Public Services publicly opened bids for the 2016 Selective Slab Replacement Project B on February 23, 2016. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, J.M. Marschuetz Construction Company, in the amount of \$1,127,270. This figure includes the bid amount (\$1,106,270) and the potential schedule incentive (\$21,000). Marschuetz has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

{ Please note that 2016 street improvements were budgeted at a total of \$2,445,000. The sum of Project A and Project B results in a total expenditure of \$2,569,386, which is \$124,386 (five percent) over budget. There are sufficient funds in the Capital Projects Fund to cover the overage.

Concurrence:

*[Signature: Craig White]*  
\_\_\_\_\_  
Craig White, Finance Director

**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 enter into an Agreement with J.M. Marschuetz Construction Company in the amount of \$1,127,270.

Cc: Michael O. Geisel, Director of Public Services

# MEMORANDUM



**DATE:** February 25, 2016  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**SUBJECT:** 2016 Selective Slab Replacement Project, Area B - 2016-PW-03B

---

As you are aware, we opened bids for the above referenced project today, February 25, 2016. Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>
J.M. Marschuetz Construction Co.	\$1,106,269.92
Amcon Municipal Concrete	\$1,107,892.14

The low bidder, J.M. Marschuetz has successfully performed street replacement work in the past in the City of Chesterfield.

**Accordingly, I recommend acceptance of the bid of \$1,106,269.92 submitted by J.M Marschuetz Construction Co. and request authorization of work up to the amount of \$1,127,269.92** This amount includes the full value (\$21,000) of the possible schedule incentive available to the contractor. Adequate funding is available in the Capital Projects Street Improvements account, 120-079-5490, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.

### BID FORM

BID TIME: 10:00 a.m.  
BID DATE: Thursday, February 25, 2016

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda \_\_\_ through \_\_\_, for the

2016 Selective Slab Replacement  
2016-PW-03 B

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 18,000 square yards of concrete pavement, property restoration and other necessary appurtenances..

The Contract contains a binding arbitration provision which may be enforced by the parties.

**Bid submitted by:**

Company Name: J.M. Marschuetz Construction

Address: 15 Truitt DR.

City, State Eureka, MO 63025

Phone number: 636-938-3600 Fax: 636-938-7411

E-mail address: todd@marschuetz.com

Type of Firm: Sole Partnership  Partnership   
Corporation  Other

Officer Todd Wall

Title Vice President

Signature Todd Wall

Date 2/25/16

**ITEMIZED BID  
CITY OF CHESTERFIELD  
2016 SELECTIVE SLAB REPLACEMENT PROJECT  
2016-PW-03 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	18,235	<u>47.50</u>	<u>866,162.50</u>
2	JOINT SEALANT	Sq. Yd.	18,235	<u>1.60</u>	<u>29,176.00</u>
3	4" ROLLED STONE BASE	Sq. Yd.	18,235	<u>4.75</u>	<u>86,616.25</u>
4	UNDERGRADING	Cu. Ft.	400	<u>0.50</u>	<u>200.00</u>
5	GEOTEXTILE FABRIC	Sq. Yd.	18,235	<u>1.00</u>	<u>18,235.00</u>
6	STRUCTURAL GEOGRID	Sq. Yd.	350	<u>0.50</u>	<u>175.00</u>
7	SEEDING & MULCHING	Sq. Yd.	789	<u>1.00</u>	<u>789.00</u>
8	TRAFFIC CONTROL	L.S.	1	<u>12,000.00</u>	<u>12,000.00</u>
9	PAVED APPROACHES	Sq. Yd.	672	<u>55.00</u>	<u>36,960.00</u>
10	SAWCUTTING	Lin. Ft.	460	<u>2.50</u>	<u>1,150.00</u>
11	PAVEMENT LUGS	Each	1	<u>50.00</u>	<u>50.00</u>
12	UNDERDRAINS	Lin. Ft.	440	<u>15.00</u>	<u>6,600.00</u>
13.0	SIDEWALKS	Sq. Ft.	1,600	<u>6.00</u>	<u>9,600.00</u>
13.1	DETECTABLE WARNING SURFACE	Each	10	<u>350.00</u>	<u>3,500.00</u>
14	REPLACE INLET SILL	Each	6	<u>400.00</u>	<u>2,400.00</u>
15	ADJUSTMENT OF INLET SILL	Each	7	<u>350.00</u>	<u>2,450.00</u>
16	DRILLING AND DOWELING	Each	456	<u>11.50</u>	<u>5,244.00</u>
17	A2 JOINTS	Lin. Ft.	461	<u>16.00</u>	<u>7,376.00</u>
18	SILT FENCE	Lin. Ft.	180	<u>1.00</u>	<u>180.00</u>
19	INLET PROTECTION	Each	7	<u>58.00</u>	<u>406.00</u>
20	GRATED TROUGH REPLACEMENT	Each	1	<u>17,000.00</u>	<u>17,000.00</u>

**TOTAL BID**

**\$ 1,106,269.75**

2016 SELECTIVE SLAB REPLACEMENT PROJECT

2016-PW-03-B

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Subdivision</b>	<b>Comments</b>
Park Forest Drive	Clarkson Road	Woodlet Way Court	Clarkson Woods	Includes Trench Grate
Ladue Farm Drive	13486	Ladue Farm Court	Ladue Farm Estates	
Ladue Farm Court	Ladue Farm Drive	Cul-de-sac	Ladue Farm Estates	
Maple Ridge Court	Ladue Farm Drive	Cul-de-sac	Ladue Farm Estates	
Cedar Mill Drive	Walker Ridge Court	Baxter Ridge Drive	Villages at Baxter Ridge	
Walker Ridge Court	Cedar Mill Drive	Cul-de-sac	Villages at Baxter Ridge	
Delta Ridge Court	Summer Ridge Drive	Cul-de-sac	Villages at Baxter Ridge	
York Ridge Court	1838	1819	Villages at Baxter Ridge	
Sunny Wind Court	Heathercroft Drive	Cul-de-sac	Villages at Baxter Ridge	
Heathercroft Drive	15706	15710	Villages at Baxter Ridge	

## **BID RESULTS – CONSTRUCTION TESTING/INSPECTION SERVICES**

In conjunction with and in support of Capital Improvement projects planned for 2016, Staff recently sought bids for “**construction testing/inspection services**”. Based upon a review of the information contained within and attached to the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, I am joining with Mr. Eckrich in recommending award of a contract to **Geotechnology, Inc., in an amount-not-to-exceed \$105,000**, which is slightly less than the budgeted amount, of \$115,000.

Should you have any questions or want additional information/explanation, please contact Mr. Eckrich, or me, prior to Monday’s City Council meeting.



**DATE:** February 25, 2016

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

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

**RE:** Construction Testing and Inspection Services

*MGH*  
*3/2/16*

The Department of Public Services has solicited proposals and fee schedules for construction testing and inspection services required as part of the 2016 capital improvement projects. This includes, but is not limited to, the concrete slab replacement projects, the sidewalk replacement project, and the ADA compliant curb ramp project. Firms were asked to provide company qualifications and resumes of certified and experienced individuals who would provide professional testing and inspection services for these projects. The firm chosen will provide selected individuals, along with soils and material testing equipment, in order to serve as the City's on-site representative during the construction of our capital projects.

Six companies responded to the City's solicitation, from which Geotechnology Incorporated was chosen as the firm most qualified to perform the testing and inspection services. Public Works Staff has worked with Geotechnology Incorporated in the past and has found their service to be exceptional. I hereby recommend that the City of Chesterfield enter into a contract with Geotechnology Incorporated in the amount of \$105,000. This is slightly less than the budgeted amount of \$115,000. The actual cost of the services provided will vary based upon the amount of testing required as part of the City's 2016 capital improvements projects

#### 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 an Agreement with Geotechnology Incorporated for construction testing and inspection services in an amount not to exceed \$105,000.

Concurrence:

*Craig White*  
Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

# MEMORANDUM



**DATE:** January 29, 2016  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**RE:** 2016-PW-12, Capital Improvement Inspection Services

---

We have solicited proposals, including resumes and fees for material testing and professional inspection services for the 2016 capital improvement projects.

I recommend various staff inspectors from Geotechnology, Inc. Their hourly rates are listed below:

<u>Inspector,</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
Dave Steiner	\$68.00	\$82.50
Nick Capitanelli	\$53.75	\$64.50
Brianna Anderson	\$53.75	\$64.50

All have previously performed construction inspection and material testing services on City projects. I have been satisfied with the professional services provided by these individuals. They possess several years of experience with the City and understand our high quality standards. **I recommend Geotechnology, Inc. for the 2016 Capital Improvement Inspection Services. We request authorization up to \$105,000 to cover these professional services. Funds for this work are budgeted in account 120-079-5261**

Should you require additional information please advise.

Attachments

cc: P-File 2016-PW-12

**RECOMMENDATIONS RE: BILL #'s 3073/3074 (FIRST READING)**

It is anticipated that, at Monday's meeting, President Pro Tem Connie Fults will introduce both Bill #'s 3073 and 3074 and ask for **FIRST READING APPROVAL** of both. Please note, as explained within the enclosed letter, that Interim City Attorney Harry O'Rourke has made some "minor changes" to both proposed ordinances, for consideration by City Council.

Should you have any questions regarding these proposed ordinances, please contact Mr. O'Rourke prior to Monday's meeting.

STEWART, MITTLEMAN & O'ROURKE, L.L.C.

ATTORNEYS AT LAW

ALLAN F. STEWART  
MARK. D. MITTLEMAN  
HAROLD V. O'ROURKE

Harold V. O'Rourke  
horourke@smholaw.com

March 2, 2016

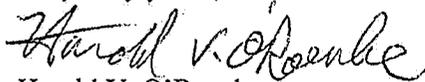
Mr. Michael G. Herring, MPA  
City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Dear Mike:

I have reviewed the draft ordinances related to the appointment of the City Administrator Pro Tem and made certain minor changes to make them read more clearly. I continue to assert, as provided by State Statute, City Council's ability to establish and then appoint someone to fill the position of City Administrator Pro Tem, unilaterally, without the Mayor's approval, as provided pursuant to the attached ordinances. I also made certain changes to the draft of the proposed contract with Mr. Geisel, to reflect the terms of appointment requested by Council, such that the contract is for a limited period of 6 months for the Pro Tem position, pursuant to the proposed ordinance on the same.

Please let me know if you have any questions about this.

Very truly yours,

  
Harold V. O'Rourke

SEE BILL #'S  
3073 + 3074

enc.

✓ MGH  
3/2/16

222 SOUTH CENTRAL AVENUE, SUITE 501  
ST. LOUIS, MO 63105-3575

PHONE: 314.863.8484

FAX: 314.863.5312

## **OLD BUSINESS**

Mayor Nation and four members of City Council specifically requested that the attached item be added to Monday's AGENDA for discussion. Additionally, I was directed NOT to pay the invoice submitted by Attorney Kevin O'Keefe (\$17,000), until/unless City Council discusses this issue and votes to authorize me to make payment.

# STEWART, MITTLEMAN & O'ROURKE, L.L.C.

ATTORNEYS AT LAW

ALLAN F. STEWART  
MARK. D. MITTLEMAN  
HAROLD V. O'ROURKE

Harold V. O'Rourke  
horourke@smhhlaw.com

February 25, 2016

Mr. Michael Herring  
City Administrator/ICMA-CM  
City of Chesterfield, City Hall  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

✓ MGH  
2/25/16  
cc → MAYOR/CITY COUNCIL

**Re: Billing**

Dear Mr. Herring:

Enclosed is our billing to the City of Chesterfield for the month of January 2016. We have included the monthly retainer.

The total amount of time we did not charge for is 24.2 hours (24.2 hours year to date).

I want to specifically call to your attention the fact that my January billing reflects an invoice submitted by Attorney Kevin O'Keefe. As you will recall, City Council authorized/directed me to select outside legal counsel, to investigate allegations made against Mayor Nation. City Council also authorized \$17,000 as an amount-not-to-exceed, to cover the expenses incurred by that outside legal counsel. I selected Mr. O'Keefe, with the law firm of Curtis, Heinz, Garrett and O'Keefe, P.C. Ultimately, based upon Mr. O'Keefe's investigation, City Council voted unanimously to publicly censure the Mayor. Mr. O'Keefe provided a detailed summary of the hours incurred by himself and his associates, which totaled 78.10 hours. Based upon the total amount authorized, by City Council (\$17,000), his bill translates to an average hourly cost of \$217.67/hour (\$17,000 divided by 78.1 hours), for the work that was required to fully-investigate this matter.

In the interest of full transparency, I would ask that you forward a copy of this letter, along with Mr. O'Keefe's detailed billing statement, to the Mayor and City Council. In response to questions raised by the Mayor and others, I have discussed, with former-Chesterfield City Attorneys and now St. Louis County Judges, Doug Beach and Rob Heggie, the process by which I was authorized/directed to engage the services of Mr.

222 SOUTH CENTRAL AVENUE, SUITE 501  
ST. LOUIS, MO 63105-3575

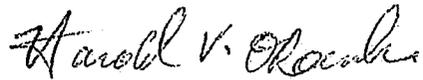
PHONE: 314.863.8484

FAX: 314.863.5312

O'Keefe. Both assured me that, on numerous occasions, during their tenure, they were similarly directed to engage outside legal counsel and then submitted a request for reimbursement of the cost for those legal services, in conjunction with their monthly billing statement. Based upon my own research and the input from Judge Beach and Judge Heggie, I am comfortable that **City Council's actions were completely legal and appropriate and that NO ADDITIONAL ACTION is required, by City Council, prior to making payment for this incurred expense.**

I am, of course, available to answer any questions that the Mayor, City Councilmembers or you might have, regarding this issue. Any questions/concerns should be forwarded directly to me."

Very Truly Yours,



Harold V. O'Rourke

HVO/rmc

Enclosures

**Curtis, Heinz, Garrett & O'Keefe, P.C.**

Attorneys at Law

130 South Bemiston, Suite 200  
St. Louis, Missouri 63105

(314) 725-8788

Fax (314) 725-8789

January 19, 2016

Harold O'Rourke, Esq.  
222 S. Central Avenue, Suite 501  
St. Louis, MO 63015

Statement as of December 31, 2015

Statement No. 115114

Matter Id: C1176-1

Special Counsel/Conflicct Counsel  
Investigation of Misconduct

Total Current Billing:	<u>0.00</u>
Previous Balance Due:	17,000.00
Less Payments Received:	0.00
Total Now Due:	<u>17,000.00</u>

**Curtis, Heinz, Garrett & O'Keefe, P.C.**

Attorneys at Law

130 South Bemiston, Suite 200  
St. Louis, Missouri 63105

(314) 725-8788

Fax (314) 725-8789

December 24, 2015

Harold O'Rourke, Esq.  
222 S. Central Avenue, Suite 501  
St. Louis, MO 63015

Statement as of November 30, 2015

Statement No. 114473

Matter Id: C1176-1      Special Counsel/Conflicet Counsel  
Investigation of Misconduct

Professional Fees	Hours
7/26/2015      KMO      Review file materials, e-mails to Mayor and others regarding arranging meetings	0.30
7/27/2015      KMO      Telephone conference with Mayor regarding scheduling; voice mail for Councilmember regarding scheduling; review materials and prepare for interviews interviews; at city hall for interviews	3.20
7/28/2015      KMO      Review file and prepare for interview; telephone conference with Councilmember regarding scheduling an interview; interview with Mayor Nation; legal research regarding state law and city ordinances regarding mayor and city administrator; file maintenance regarding interview notes and related materials	3.30
7/29/2015      KMO      Interview with M. Herring, file notes regarding same; interview with C. Fults; review file notes and outline issues to be addressed	2.80
7/30/2015      KMO      Analysis of information compiled thus far, conference with law clerk for research assignment, telephone conference with H. O'Rourke regarding status of process and request for additional information and documents	1.30
7/30/2015      AV      Research pertaining to disciplinary action	5.30
8/3/2015      KMO      Telephone conference with city staff member, file notes regarding same, e-mail from city staff member; file maintenance	0.10
8/10/2015      KMO      Telephone conference with witness regarding December incident, file notes regarding same	0.30

Harold O'Rourke, Esq.

8/18/2015	KMO	File review; legal research regarding potential remedies available to organization and related procedural issues; telephone conference with client regarding scheduling interviews; telephone conference regarding same, exchange of e-mail regarding same, file maintenance	2.80
8/20/2015	KMO	Interviews with city personnel at city hall; file maintenance	4.60
8/24/2015	KMO	Research on city personnel policies and ordinances; file organization and review interview notes in preparation for analyzing facts relevant to report; interview with additional fact witness, file note regarding same	1.80
8/25/2015	KMO	E-mail to H. O'Rourke regarding further steps and scheduling; file maintenance; telephone conference with attorney O'Rourke regarding contact information for Council members and scheduling going forward; e-mail to entire Council regarding scheduling interviews, file maintenance; telephone conference with Councilmember, file notes regarding same	0.50
9/1/2015	KMO	Review e-mails, voice mail for Mayor regarding meeting for additional interview, telephone conference with H. O'Rourke regarding timing and process issues, file maintenance; legal research regarding Sunshine Law issue, file notes regarding same; e-mails regarding interview arrangements	0.50
9/3/2015	KMO	Prepare and interview Mayor Nation; telephone conference with Councilmember; file maintenance	2.00
9/6/2015	KMO	Prepare materials for report to client as requested	0.50
9/7/2015	KMO	Review interview notes, research and file materials, legal research regarding liability issues and legal research regarding process issues, compile initial draft of reports requested by client and related documents	8.90
9/8/2015	KMO	Telephone conference with H. O'Rourke; review, edit and revise draft report materials to more accurately express findings and to address procedural issues relevant to client consideration, file maintenance; edit and finalize reports to City Council and exhibits, prepare individual copies of reports and exhibits for all officials, telephone conferences with with H. O'Rourke regarding same, multiple e-mails regarding same, file maintenance	5.80
9/9/2015	KMO	Conferences at city hall and attend City Council meeting	3.70
9/10/2015	KMO	Review e-mails regarding post-meeting status of process and Sunshine Law request, telephone conference with H. O'Rourke regarding same	0.30
9/13/2015	KMO	Review file materials, legal research and draft documents requested by client, e-mail to h. O'Rourke regarding same, file maintenance review and revise draft documents, e-mail regarding same	4.30
9/14/2015	KMO	Telephone conference with H. O'Rourke; prepare clean and distribution copies of finalized documents requested by client, e-mails regarding same, file maintenance	1.20
9/15/2015	KMO	Review correspondence from client, draft materials requested	1.10

Harold O'Rourke, Esq.

		by client, e-mail to client regarding same, file maintenance	
9/18/2015	KMO	Telephone conference with H. O'Rourke	0.20
9/21/2015	KMO	Telephone conference with Councilmember	0.20
9/29/2015	KMO	Review and exchange of e-mails with client regarding scheduling a City Council meeting; file maintenance	0.10
10/1/2015	KMO	Telephone conference with attorney O'Rourke	0.10
10/3/2015	KMO	Prepare for and attend special City Council meeting	3.70
10/6/2015	KMO	Telephone conference with attorney O'Rourke; review and analyze materials submitted on behalf of Mayor, research regarding case referenced by Mayor's attorney, research regarding city ordinances and Roberts Rules pertaining to resolutions and committee activities to address points raised by Mayor; draft revised Order to Show Cause as requested by client, draft Resolution as requested by client, email regarding same, file maintenance	5.90
10/7/2015	KMO	Attend City Council meeting	1.50
10/8/2015	KMO	Exchange of e-mail with H. O'Rourke	0.10
10/13/2015	KMO	Telephone conference with attorney O'Rourke; prepare revised documents requested by client, draft finalized documents to reflect schedule and actions proposed by client, e-mail to client regarding same, file maintenance	2.90
10/15/2015	KMO	Review and edit draft materials for next Council meeting, exchange of e-mail with client regarding same, file maintenance	0.80
10/19/2015	KMO	Conference with client	1.20
10/28/2015	CJL	Email with O'Rourke, review file regarding records request	0.50
11/4/2015	KMO	Prepare for and attend City Council hearing on censure, file maintenance	5.50
11/5/2015	KMO	Draft document requested by client, e-mail to city attorney regarding same	0.80

Sub-total Fees: 22,105.00

Discount: -5,105.00

## Rate Summary

Carl J. Lumley	0.50 hours at \$ 300.00 /hr	150.00
Kevin M. O'Keefe	72.30 hours at \$ 300.00 /hr	21,690.00
Andreea Voinea	5.30 hours at \$ 50.00 /hr	265.00

Total hours: 78.10

Harold O'Rourke, Esq.

Total Current Billing:	<u>17,000.00</u>
Previous Balance Due:	0.00
Less Payments Received:	0.00
Total Now Due:	<u>17,000.00</u>

## **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 (**SECOND 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. 3076** - REPEALS ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY (**FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL**)

**BILL NO. 3077** - REPEALS ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS (**FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL**)

**BILL NO. 3078** - REPEALS ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD AND ENACTING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE (**FIRST READING; F&A COMMITTEE 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*

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## 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

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\* 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

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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. \_\_\_\_\_



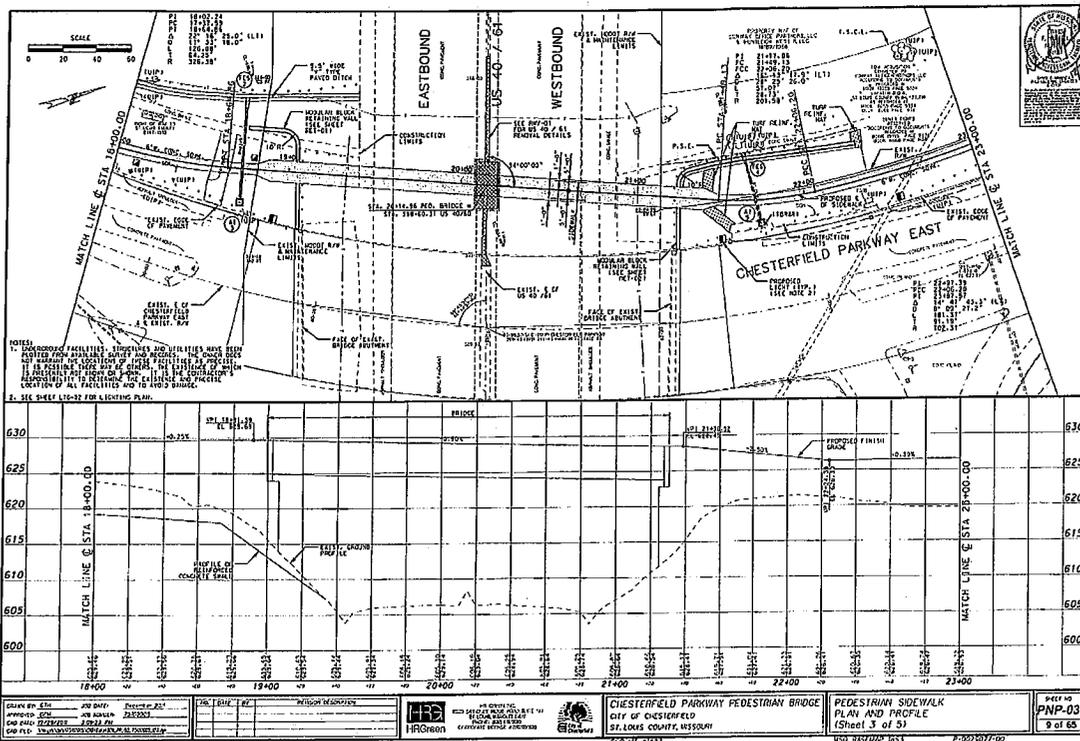


EXHIBIT A





# 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, are repealed and new, amended Ordinance provisions enacted in their 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. During any period of up to two (2) weeks while the Administrator Pro Tem is serving as the temporary Administrator but is absent due to illness, disability, vacation or for personal reasons, the Mayor 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.

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 77.480 of the Revised Statutes of Missouri authorizes the City to set the duties, powers and privileges of officers of every character in any way connected with the city government, not defined in other provisions of law; and

**WHEREAS**, Section 77.440 of the Revised Statutes of Missouri authorizes the City Council to fix the compensation of all officers and employees of the City of Chesterfield; and

**WHEREAS**, the office of City Administrator Pro Tem was created in 1988 by Chesterfield Ordinance number 8, and still exists; and

**WHEREAS**, Ordinance number \_\_\_\_\_ of the City of Chesterfield amends Chesterfield Ordinance number 8 and continues to authorize 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 execute an employment agreement on behalf of the City of Chesterfield, 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 equal to one hundred sixty thousand dollars (\$160,000.00) per annum, 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 for a period of six (6) months, commencing upon the appointment of the CAPT to office, 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 CAPT, the CAPT 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 CAPT 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 salary for the CAPT 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 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.

C. 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. 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 5. 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 6, 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 6 of this Contract. Any request for arbitration shall be filed with the City Clerk within thirty calendar days from the CAPT'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 6. 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 during the term of this Agreement, then the CAPT will be entitled to six months of severance pay and continued benefits.

#### SECTION 7. 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 8. 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 9. 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,

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

BILL NO. 3076

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY

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

Section A. Ordinance No. 6, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Pursuant to Section 77.370 of the Missouri Revised Statutes, as amended, the following City Officials shall be appointed:

Municipal Judge,  
City Attorney,  
City Prosecutor,  
Assessor,  
Collector,  
Treasurer.

Section 2. The City Council, or the Mayor with the advice and consent of the City Council, may also appoint and retain special legal counsel to advise or represent the City on particular matters.

Section 3. The term of appointment for each such City Official shall not exceed four (4) years. Each such City Official may be removed from office prior to the expiration of his or her respective term by the Mayor and the City Council, in the manner provided by Section 77.340 of the Missouri Revised Statutes, as amended.

Section 4. 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. 3077

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS

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

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

Section 1. Department Created. There is hereby created the Law Department which shall consist of the office of City Attorney and the office of City Prosecutor.

Section 2. Functions. It shall be the function of the Law Department to prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested, to provide legal advice and consultation to all elected and appointed City Officials, and to prosecute all alleged violations of the traffic Ordinances of the City and such other violations of the codes and Ordinances of the City as the City Council may authorize.

Section 3. City Attorney and City Prosecutor -- Appointment, Qualifications and Removal. The offices of City Attorney and City Prosecutor shall be filled by appointment made by the Mayor with the consent and approval of the City Council, as provided by Sections 77.330 and 77.370 of the Missouri Revised Statutes, as amended. The City Attorney shall meet the qualifications required for the office by Section 77.370 of the Missouri Revised Statutes, as amended, and both the City Attorney and the City Prosecutor shall possess the following qualifications before taking office and at all times while in office: (1) each must be a licensed attorney qualified and in good standing to practice law within the State of Missouri; (2) each must be a resident of the State of Missouri, but need not reside within the City of Chesterfield; and (3) each must be at least twenty-one (21) years of age. Such appointments shall be for a term which shall not exceed four (4) years, provided that each such City Official may be removed from office prior to the expiration of his or her respective term by the Mayor and the City Council, in the manner provided by Section 77.340 of the Missouri Revised Statutes, as amended. The City Council, or the Mayor with the advice and consent of the City Council, may also appoint and retain special legal counsel to advise or represent the City on particular matters.

Section 4. City Attorney and City Prosecutor as Part-Time Positions. The City Attorney and the City Prosecutor are each to be considered as holding part-time positions and, as such, may accept other employment, except to the extent provided by law and in this Section 4. They each (a) may serve as a City Attorney, Municipal Judge, or City Prosecutor in another municipality, but (b) may not hold any other elected or appointed office within the City Government of the City of Chesterfield, and (c) may not enter their appearance as defense counsel of record in any criminal, traffic or infraction proceeding pending in any municipal court or court

of record in St. Louis County, Missouri, provided that, to the extent otherwise permitted by law, (i) the individuals currently serving in the offices of City Attorney and City Prosecutor at the time of enactment of this Ordinance shall be exempted from this prohibition, and (ii) this prohibition shall not apply to other members of the City Attorney's or City Prosecutor's law firm, if any.

Section 5. Duties of City Attorney. The City Attorney shall prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested, or which may be brought against or by any officer of the City on behalf of the City or in the capacity of such persons as an officer of the City; provided, however, that the City Prosecutor shall prosecute all violations of traffic Ordinances of the City and such other violations of City Ordinances as the Council may provide; and further provided, nothing contained in this Section shall be deemed to preclude the defense of actions seeking to assess a monetary liability against the City by counsel selected and retained by the insurance carrier of the City, or to request that the City Attorney prosecute or defend any particular suit or action at law or in equity referred to in this Section.

(A) Advice. The City Attorney shall be the principal legal advisor of the City and shall render advice on all legal questions affecting the City whenever requested to do so by any City officer. Upon request by the Mayor and Council he shall reduce any such opinion to writing.

(B) Judgments. It shall be the duty of the City Attorney to see to the full enforcement of all judgments or decrees entered in favor of the City and all similar interlocutory orders.

(C) Special Assessments. It shall be the duty of the City Attorney to see to the completion of all special assessment proceedings and condemnation proceedings.

(D) Legal Questions Affecting the City. It shall be the duty of the City Attorney to render advice on legal questions affecting the City and to prepare Ordinances, Resolutions, and other legal instruments whenever requested and to provide such other legal counsel and services as the Mayor or Council may from time to time specify.

(E) Approval of Legislation and Contracts as to Legal Form. The City Attorney shall approve all Contracts, Ordinances and Resolutions of the City as to legal form prior to their passage and approval.

Section 6. Duties of City Prosecutor. It shall be the duty of the City Prosecutor to prosecute all violations of the traffic Ordinances of the City and such other violations of the Codes and Ordinances of the City as the Council may authorize or direct, before either the Municipal Judge or any other judge of a court of record hearing matters involving violation of the City's Ordinances.

Section 7. Approval of Surety Bonds. All bonds required by law or ordinance to be submitted to and approved by the City Council shall first be submitted to the City Attorney who shall examine said bonds. If in his judgment the bonds are properly drawn and are legal and binding obligations, he shall endorse the same with his approval; if they are not, he shall endorse his disapproval thereon together with his reason therefor.

Section 8. Compensation. The City Attorney and the City Prosecutor shall be compensated either on an annual-retainer basis or on a per-hour-of-work or other basis, whichever is mutually agreed to by each such Officer and the City Council, consistently with Section 77.440 of the Missouri Revised Statutes, as amended.

Section 9. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of the Ordinance, but they shall remain in effect, it being the legislative intent of the City Council that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10. 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: \_\_\_\_\_

AN ORDINANCE REPEALING ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE

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

Section A. Ordinance No. 93, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Municipal Court Established; Composition. There is hereby established a Municipal Court, as authorized by the provisions of Chapter 479 of the Missouri Revised Statutes, as amended. The Municipal Court shall consist of a Municipal Judge, Court Clerk, Deputy Court Clerk and such other nonjudicial personnel as may be required for the proper functioning of the Municipal Court, and the City shall provide a suitable courtroom in which to hold court.

Section 2. Functions. The Municipal Court shall be responsible for the regular hearing and determination of municipal Ordinance violation cases of the City of Chesterfield, over which it shall have original jurisdiction, and shall be operated in accordance with the applicable rules of the Supreme Court of Missouri and of the Circuit Court of St. Louis County, Missouri.

Section 3. Duties, Qualifications, Status and Powers of Municipal Judge.

A. The Municipal Judge shall be a conservator of the peace. The Municipal Judge shall keep (1) a docket in which there shall be entered every case commenced before the Municipal Court and the records of all proceedings therein, and (2) such other records as may be required by law. Such docket and records shall be deemed records of the Circuit Court of St. Louis County.

B. The Municipal Judge shall administer oaths and enforce due obedience to all orders, rules and judgments made by the Municipal Court, and to the extent permitted by law may fine or imprison for contempt committed before such Municipal Judge while holding court, in the same manner and to the same extent as a Circuit Judge.

C. The Municipal Judge shall possess such qualifications before taking office and at all times while in office as are required by law, including the qualifications that the Municipal Judge (1) must be a licensed attorney qualified and in good standing to practice law within the State of Missouri;

(2) must be a resident of the State of Missouri, but need not reside within the City of Chesterfield; and (3) must be at least twenty-one (21) years of age. D. The Municipal Judge is to be considered as holding a part-time position and, as such, may accept other employment, except to the extent provided by law and in this Section 3(C). The Municipal Judge (a) may serve as a City Attorney, Municipal Judge, or City Prosecutor in another municipality, but (b) may not hold any other elected or appointed office within the City Government of the City of Chesterfield, and (c) may not enter an appearance as defense counsel of record in any criminal, traffic or infraction proceeding pending in any municipal court or court of record in St. Louis County, Missouri, provided that, to the extent otherwise permitted by law, (i) the individual currently serving in the office of Municipal Judge at the time of enactment of this Ordinance shall be exempted from this prohibition, and (ii) this prohibition shall not apply to other members of the Municipal Judge's law firm, if any.

Section 4. Court Schedule. The Municipal Court shall be convened at least two (2) times each month and at such other times as the Municipal Judge may direct.

Section 5. 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: \_\_\_\_\_

**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 (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (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 11<sup>th</sup> 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: 02/17/2016

BILL NO. 3075

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “PI” PLANNED INDUSTRIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DR. (P.Z. 13-2015 CHESTERFIELD VALLEY SQUARE {BURGUNDY ARROW, LLC} 17U230320).**

**WHEREAS**, the petitioner, Burgundy Arrow, LLC, has requested a change in zoning from “PI” Planned Industrial District to “PC” Planned Commercial District for a 6.07 acre tract of land located on the south side of Chesterfield Airport Road west of its intersection with Public Works Dr.; 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 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 a “PC” Planned Commercial District for a 6.07 acre tract of land located at 101 Chesterfield Valley Dr. and as described as follows:

A tract of land being part of Share 3 and Share 4 of the Subdivision of the Estate of Peter Steffan in U.S. Surveys 125 and 126, Township 45 North, Range 4 East of the 5<sup>th</sup> Principal Meridian, St. Louis County, Missouri, and being part of Adjusted Parcel “A” of Boundary Adjustment Plat filed in Plat Book 216 Page 75 of the Recorder of Deed’s Office in St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of above said Adjusted Parcel "A", said point also being located on the Southerly line of Chesterfield Airport Road, 100 feet wide; thence North 89 degrees 34 minutes 20 seconds East along last said Southerly line 263.79 feet to a point on a curve to the right for which the radius point bears South 08 degrees 00 minutes 45 seconds West 92.00 feet, said point also being located on the Southwesterly line of a tract of land as dedicated to the City of Chesterfield, Missouri for right-of-way by instrument recorded in Book 14205 Page 2994 of the above said Recorder's Office; thence along last said Southwesterly line along last said curve, with a chord which bears South 40 degrees 41 minutes 12 seconds East 121.44 feet an arc distance of 132.63 feet; thence departing last said curve South 00 degrees 34 minutes 15 seconds West 7.24 feet; thence South 89 degrees 25 minutes 45 seconds East 4.00 feet to a point on the Westerly line of Public Works Drive, 50 feet wide; thence South 00 degrees 34 minutes 00 seconds West along last said Westerly line 666.46 feet to a point on the Northerly line of a tract of land as conveyed to the City of Chesterfield by instrument recorded in Book 10559 Page 1471 of the above said Recorder's Office; thence South 89 degrees 34 minutes 20 seconds West along last said Northerly line 347.88 feet to a point in the Westerly line of above said Adjusted Parcel "A"; thence North 00 degrees 34 minutes 00 seconds East along last said Westerly line 766.46 feet to the POINT OF BEGINNING and containing 264,391 square feet or 6.070 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on March 25, 2004.

**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 and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the "Attachment A" and the preliminary plan indicated as "Attachment B" which is attached hereto as and made part of.

**Section 3.** The City Council, pursuant to the petition filed by Burgundy Arrow, LLC in P.Z. 13-2015, requesting the change 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 11<sup>th</sup> 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:



## **ATTACHMENT A**

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.**

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this PC Planned Commercial District shall be:
  - a. Administrative offices for educational or religious institutions
  - b. Animal grooming service
  - c. Art gallery
  - d. Art studio
  - e. Auditorium
  - f. Automobile dealership, indoor only
  - g. Automotive retail supply
  - h. Bakery
  - i. Banquet facility
  - j. Bar
  - k. Barber or beauty shop
  - l. Brewpub
  - m. Broadcasting studio
  - n. Check cashing facility
  - o. Club
  - p. Coffee shop
  - q. Coffee shop, drive-thru
  - r. College/university
  - s. Commercial service facility
  - t. Community center
  - u. Day care center
  - v. Device for energy generation
  - w. Drug store and pharmacy

- x. Dry cleaning establishment
- y. Film drop-off and pick up stations
- z. Film processing plant
- aa. Financial Institution, no drive-thru
- bb. Grocery – Supercenter (over 25k)
- cc. Grocery-community (5-20k)
- dd. Grocery-neighborhood (less than 5000sf)
- ee. Gymnasium
- ff. Kennel, boarding – indoor only
- gg. Kindergarten or nursery school
- hh. Laundromat
- ii. Library
- jj. Museum
- kk. Newspaper stand
- ll. Office-dental
- mm. Office-general
- nn. Office-medical
- oo. Oil change facility
- pp. Postal stations
- qq. Professional and technical service facility
- rr. Public building facilities owned or leased by the City of Chesterfield
- ss. Public facilities over 60 ft. in height
- tt. Public safety facility
- uu. Reading room
- vv. Recreation facility
- ww. Research laboratory & facility
- xx. Restaurant-fast food
- yy. Restaurant-sit down
- zz. Restaurant-take out
- aaa. Retail sales establishment-community

- bbb. Retail sales establishment-neighborhood
- ccc. Retail sales establishment-regional
- ddd. Specialized private school
- eee. Tackle and bait shop
- fff. Tattoo parlor/body piercing studio
- ggg. Telecommunications structure
- hhh. Telecommunications tower or facility
- iii. Union halls and hiring halls
- jjj. Veterinary clinic
- kkk. Vocational school

2. The above uses in the PC Planned Commercial District shall be restricted as follows:

- a. All deliveries and trash pick-up shall be provided between the hours of 7:00 a.m. and 7:00 p.m.
- b. No commercial vehicles shall remain on the premises with idling engines between the hours of 7:00 p.m. and 7:00 a.m.

3. Hours of Operation.

- a. Hours of operation for retail sales, excluding restaurants, will be as follows:

Normal Hours

6 a.m. to 11 p.m., Sunday – Thursday

6 a.m. to 12 midnight, Friday and Saturday

Seasonal Hours

(From day after Thanksgiving through December 23)

6 a.m. to 12 midnight, Sunday – Thursday

6 a.m. to 1 a.m., Friday and Saturday

- b. The permitted hours of operation for retail establishments on may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.

4. The telecommunications tower use shall be restricted to the southwest corner of the property.

5. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

## **B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS**

1. Floor Area
  - a. A maximum of two buildings are permitted on the site and shall not exceed a total of 55,791 square feet.
  - b. No building shall exceed 40,845 square feet.
2. Height
  - a. The maximum height of the building, exclusive of roof screening, shall not exceed two (2) stories or thirty (30) feet, whichever is less.
3. Building Requirements
  - a. A minimum of 33% openspace is required for each lot within this development.

## **C. SETBACKS**

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

  - a. Ninety-five (95) feet from the right-of-way of Chesterfield Airport Rd. on the northern boundary of the Planned Commercial (PC) District.
  - b. Sixty-five (65) feet from the right-of-way of Public Works Dr. on the eastern boundary of the PC District.
  - c. Thirty-two (32) feet from the western boundary of the PC District.
  - d. Fifty (50) feet from the southern boundary of the PC District.
2. Parking Setbacks

No parking stall; loading space, internal driveway, or roadway, except points of ingress or egress, will be located within the following setbacks:

  - a. Thirty-five (35) feet from the right-of-way of Chesterfield Airport Rd. on the northern boundary of the Planned Commercial (PC) District.

- b. Twenty-five (25) feet from the right-of-way of Public Works Dr. on the eastern boundary of the PC District.
  - c. Ten (10) feet from the western boundary of the PC District.
  - d. Thirty (30) feet from the southern boundary of the PC District.
3. Communications Tower
- e. The tower shall be setback from the south and west property lines 20 feet.

#### **D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.
3. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.

#### **E. LANDSCAPE AND TREE REQUIREMENTS**

The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

#### **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic, for sight distance considerations prior to installation or construction.
3. No advertising signs, temporary signs, portable signs, off site signs, or attention getting devices shall be permitted in this development.

#### **G. LIGHT REQUIREMENTS**

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. Provide for the installation, maintenance, operation, and all expenses related thereto for the street lighting along all public streets associated with this development, including Chesterfield Airport Road in perpetuity, as directed by the City of Chesterfield's Department of Public Services.

#### **H. ARCHITECTURAL**

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.
3. All loading docks are to be screened by sound attenuating material.
4. No retail, storage or displays are permitted outside of the main building unless one side is attached to said building. Screening for the remaining three (3) sides shall be approved by the Planning Commission as part of the Site Development Plan.
5. Screening for outdoor storage shall be approved by the Planning Commission on the Site Development Plan and shall have the same sight-proof materials as approved on the Site Development Plan as Chesterfield Crossing and Valley Crossing.
6. Decorative wall sconces are prohibited on the sides of the building.

#### **I. ACCESS/ACCESS MANAGEMENT**

1. No direct access shall be permitted onto Chesterfield Airport Rd.
2. Access to the development shall be as shown on the attached plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-

site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.

**J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Provide a 5 foot wide sidewalk, conforming to ADA standards, along the Chesterfield Airport Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6 foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
2. Internal sidewalks/pedestrian paths shall be provided and shall connect to the sidewalk along Chesterfield Airport Road.
3. Additional right-of-way and road improvements shall be provided, as required by St. Louis County Department of Transportation and the City of Chesterfield.
4. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
5. If a gate is installed on a street in a development, the streets within the development or that portion of the development that is gated shall be private and remain private forever.

**K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Public Works Dr. and

Chesterfield. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or St. Louis County.

#### **L. POWER OF REVIEW**

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

#### **M. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. Storm water quality management shall be provided as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
4. The receiving storm system(s) shall be evaluated to ensure adequate capacity and to ensure that the project has no negative impacts to the existing system(s).
5. Storm water features shall be in compliance with the Chesterfield Valley Storm Water Master Plan.
6. The maintenance of the required storm water/ditch system shall be the responsibility of the property owner(s).

7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.
8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement

Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.

10. Utility easements that cross over a Chesterfield Valley Master Storm Water Plan easements shall be subordinate to the Chesterfield Valley Storm Water easements.
11. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
12. The current FEMA Flood Insurance Rate Maps (FIRMs) should be utilized for application of the City's floodplain development requirements.
13. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.

#### **N. SANITARY SEWER**

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

#### **O. GEOTECHNICAL REPORT**

Prior to Site Development Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Services. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

#### **R. MISCELLANEOUS**

1. All utilities will be installed underground.

2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

## **II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS**

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.

- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

### **III. COMMENCEMENT OF CONSTRUCTION**

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

### **IV. GENERAL CRITERIA**

#### **A. SITE DEVELOPMENT CONCEPT PLAN**

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

The Site Development Plan shall include, but not be limited to, the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.

15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

### **C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS**

The Site Development Section Plan shall adhere to the above criteria and to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.

3. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.

18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Highways and Traffic, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **V. TRUST FUND CONTRIBUTION**

### **A. ROADS**

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,223.29/parking space
Loading Space	\$3,638.14/parking space

(Parking spaces as required by the City of Chesterfield Code.)

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment

contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

Road Improvement Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2017 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

## **B. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$894.19 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made before Saint Louis County approval of the Site Development Plan unless otherwise directed by the Saint Louis County Department of Transportation. Funds shall be payable to Treasurer, Saint Louis County.

## **C. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County

and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,837.06 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

#### **D. SANITARY SEWER**

The sanitary sewer contribution is collected as the Caulks Creek impact fee.

The sanitary sewer contribution within Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

Trust Fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

#### **VI. RECORDING**

Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

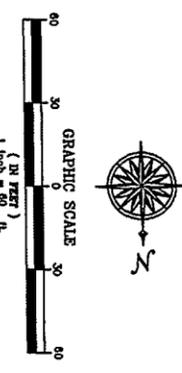
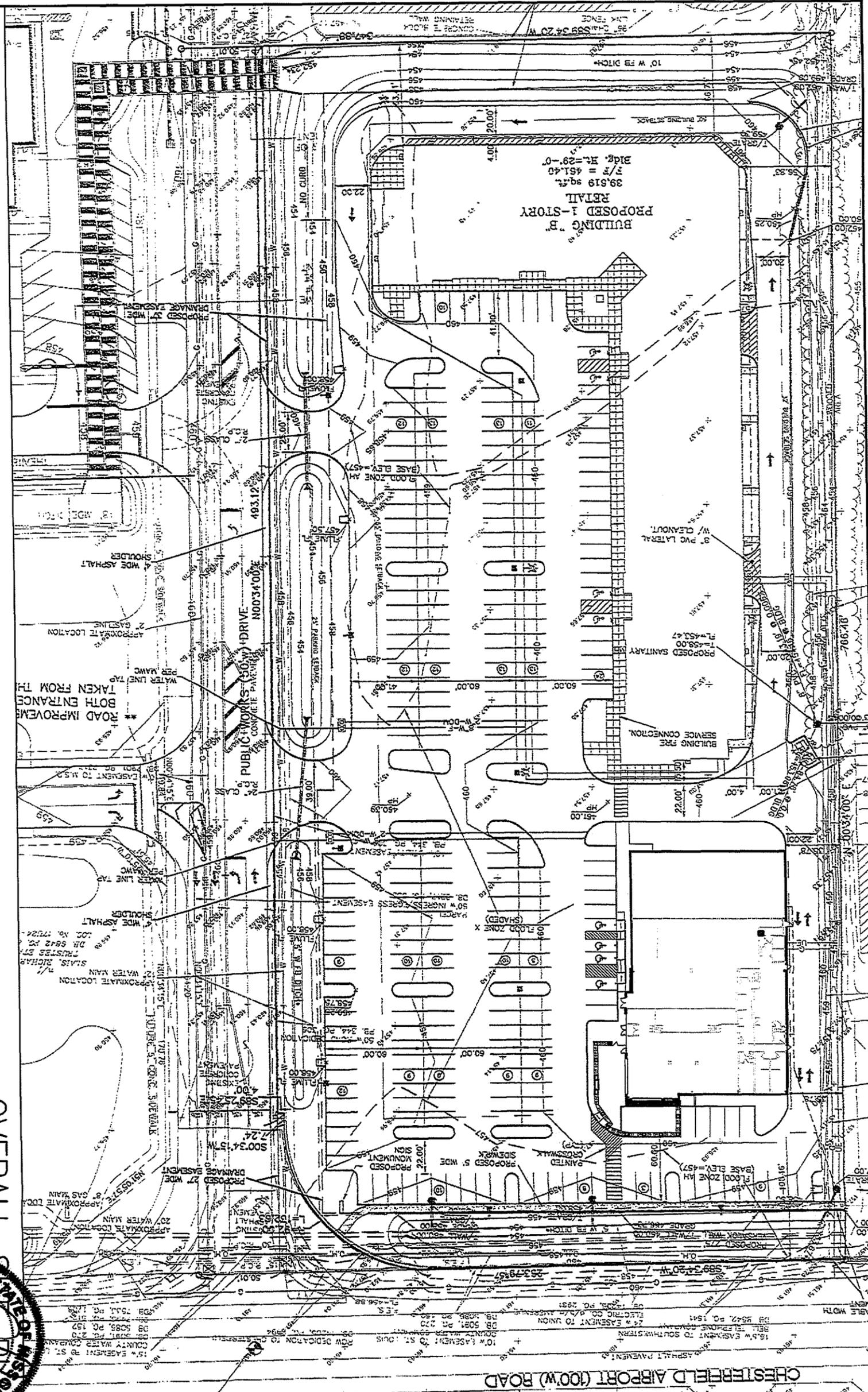
#### **VII. ENFORCEMENT**

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but

not limited to, the penalty provisions as set forth in the City of Chesterfield Code.

- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

CITY OF CHESTERFIELD  
 PLANNED DISTRICT ORDINANCE  
 ATTACHMENT B



OVERALL SCALE:



Documents prepared by Core States Engineering are to be used only for the specific project and specific use for which they are intended. Any extension of use to other projects, by owner or any other party, without the expressed, written consent of Core States Engineering is done at the user's own risk. If used in a way other than that specifically intended, user will hold Core States Engineering harmless from all claims and losses.

**CORE STATES**  
 GROUP  
 50 Chestwood Executive Center, Suite 500  
 St. Louis, MO 63128  
 Phone (314) 843-4320  
 Fax (314) 843-4322

Job#: MOM-17623  
 Scale: 1" = 60'  
 Date: 11-13-15  
 Drawn By: MAB  
 Checked By: PTB

Burgundy Arrow, LLC  
 7211 Delmar Blvd. St. Louis, MO 63130  
 101 Chesterfield Valley Dr  
 Chesterfield, MO 63005  
**Overall Site Plan**

Rev. #	Date	Description



## NEWSLETTER - CITY COUNCIL MEETING

### AGENDA REVIEW – Monday, March 7 – 5:45PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45pm**, on **Monday, March 7, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

### UPCOMING MEETINGS/EVENTS

<b>Thursday, March 10</b>	Planning & Public Works Committee (5:30pm)
<b>Monday, March 14</b>	Planning Commission (7pm)
<b>Monday, March 21</b>	Next City Council meeting (7pm)

### APPOINTMENTS

As previously discussed, Mayor Nation will seek approval from City Council, re: the following items, at Monday's meeting. Please note that any vote re: **Bill No. 3070** will take place under the "LEGISLATION" portion of the AGENDA. Provided a MOTION and a SECOND are made by members of City Council, **Resolution No. 419** can be considered under this section of the AGENDA:

1. Appointment of **City Attorney** (See **Bill No. 3070 – FIRST READING**)
2. **Resolution No. 419** - Authorizes Mayor to Hire **Special Legal Counsel (\$1600)** re: Bill Nos. 3073/3074

If you have any questions, please contact Mayor Nation prior to Monday's meeting.

### RECOMMENDATIONS - FINANCE AND ADMINISTRATION (F&A) COMMITTEE

As detailed within the enclosed MINUTES, the F&A Committee met on Monday, February 22, 2016. The following is a list of items discussed by this Committee, which will be discussed, in greater detail, at Monday's meeting:

#### **2. 2008 Certificates of Participation – REFUNDING**

[NOTE: While the Committee voted UNANIMOUSLY to support Staff's recommendation to proceed with a refunding of this debt, saving a projected \$300,000, over the remaining life of this debt, the actual ordinances that must be approved by City Council, to accomplish this, will likely not be ready for City Council review/consideration until the March 21 City Council meeting. At that time, as directed by this Committee, the ordinance(s) will be scheduled for both FIRST and SECOND READING approval.]

4. **Bill No's 3076, 3077 and 3078** - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge (**FIRST READING**)

--- **Next meeting:** Monday, March 28, 2016 (5:30pm) (tentative)

Please direct any questions/comments to Chairperson Barry Flachsbart, any other member of this Committee or me, prior to Monday's meeting.

#### **RECOMMENDATIONS - PLANNING/PUBLIC WORKS (P/PW) COMMITTEE**

As detailed in the enclosed MINUTES, prepared by Director of Public Services, Mike Geisel, the P/PW Committee met on Thursday, February 18, 2016. The following is a list of items discussed by this Committee, which will be discussed, in greater detail, at Monday's meeting:

IIB. Street Tree Policy - Replanting (**VOICE VOTE**)

IIIA. **Bill No. 3075** - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow LLC) (**FIRST READING**)

The following items were given FIRST READING APPROVAL, at the February 17 City Council meeting:

----- **Bill No. 3071** - P.Z. 12-2015, Warwick on White Road (1050 and 1060 White Road) (**SECOND READING**)

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

----- **Next meeting:** Thursday, 3/10/16 (5:30pm)

Prior to Monday's meeting, please direct any questions/comments directly to Chairperson Connie Fults, any member of this Committee, Mr. Geisel or me.

#### **RECOMMENDATIONS RE: BILL #'s 3073/3074 (FIRST READING)**

It is anticipated that, at Monday's meeting, President Pro Tem Connie Fults will introduce both Bill #'s 3073 and 3074 and ask for **FIRST READING APPROVAL** of both. Please note, as explained within the enclosed letter, that Interim City Attorney Harry O'Rourke has made some "minor changes" to both proposed ordinances, for consideration by City Council.

Should you have any questions regarding these proposed ordinances, please contact Mr. O'Rourke prior to Monday's meeting.

#### **BID RECOMMENDATION - MOWER (CVAC)**

As detailed in the enclosed MEMO, prepared by Tom McCarthy, Parks/Recreation/Arts Director, bids were recently sought for the purchase of a Fraise Mower, for use in "field maintenance operations" at the Chesterfield Valley Athletic Complex (CVAC). FYI, the FY2016 Budget contains \$39,000 for this purchase.

Having reviewed the information contained in Mr. McCarthy's MEMO and attached thereto and with the endorsement of Mike Geisel, Director of Public Services, I join with them in **recommending award of a**

**contract to Commercial Turf and Tractor, for the purchase of a Fraise Mower, for \$33,060, which is \$5,940 below the budgeted amount.**

As always, if you have any questions, please contact Mr. McCarthy, Mr. Geisel or me, prior to Monday's meeting.

#### **BID RECOMMENDATION – 2016 SLAB REPLACEMENT (PROJECT A)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for one of two citywide SLAB REPLACEMENT projects, known a “**Project A**”.

Having reviewed the information contained within Mr. Eckrich’s MEMO and attached thereto, I join with him in recommending award of this contract to **Amcon Municipal Concrete**, in an amount-not-to-exceed **\$1,442,116**. Adequate funds exist within the Capital Improvement Sales Tax fund to cover this entire expenditure.

If you have any questions, please contact Mr. Eckrich or me, prior to Monday’s meeting.

#### **BID RECOMMENDATION – 2016 SLAB REPLACEMENT (PROJECT B)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for one of two citywide SLAB REPLACEMENT projects, known a “**Project B**”.

Having reviewed the information contained within Mr. Eckrich’s MEMO and attached thereto, I join with him in recommending award of this contract to **J.M. Marschuetz Construction Company**, in an amount-not-to-exceed **\$1,127,270**. Adequate funds exist within the Capital Improvement Sales Tax fund to cover this entire expenditure. As explained by Mr. Eckrich, the bid recommendations for both Projects “A” and “B” (\$2,569,386), exceeds the actual budgeted amounts, by \$124,386. However, as you’re recall during the discussion regarding the proposed FY2016 Budget, the Capital Improvement Sales Tax Fund has substantial fund reserves, which are more than adequate to cover this additional expense. In addition, it has been City Council’s policy to spend all available dollars, within this Fund, on an annual basis.

If you have any questions, please contact Mr. Eckrich or me, prior to Monday’s meeting.

#### **BID RESULTS – CONSTRUCTION TESTING/INSPECTION SERVICES**

In conjunction with and in support of Capital Improvement projects planned for 2016, Staff recently sought bids for “**construction testing/inspection services**”. Based upon a review of the information contained within and attached to the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, I am joining with Mr. Eckrich in recommending award of a contract to **Geotechnology, Inc.**, in an amount-not-to-exceed **\$105,000**, which is slightly less than the budgeted amount, of \$115,000.

Should you have any questions or want additional information/explanation, please contact Mr. Eckrich, or me, prior to Monday’s City Council meeting.

#### **OLD BUSINESS**

Mayor Nation and four members of City Council specifically requested that the attached item be added to Monday’s AGENDA for discussion. Additionally, I was directed NOT to pay the invoice submitted by

Attorney Kevin O'Keefe (\$17,000), until/unless City Council discusses this issue and votes to authorize me to make payment.

## **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 (**SECOND 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. 3076** - REPEALS ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY (**FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL**)

**BILL NO. 3077** - REPEALS ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS (**FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL**)

**BILL NO. 3078** - REPEALS ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD AND ENACTING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE (**FIRST READING; F&A COMMITTEE 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 (**SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

**BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**