City of Chesterfield

REVISED AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Wednesday, April 20, 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** – March 21, 2016

VI. SWEARING-IN CEREMONY – Honorable Richard K. Brunk Jr., Municipal Judge

Councilmember Barry Flachsbart, Ward I

Councilmember Barbara McGuinness, Ward I

Councilmember Guy Tilman, Ward II

Councilmember Randy Logan, Ward III

Councilmember Tom DeCampi, Ward IV

VII. ROLL CALL – City Clerk Vickie Hass

VIII. TEMPORARY ADJOURNMENT – RECEPTION – Mayor Bob Nation

IX. RE-CONVENE MEETING – Mayor Bob Nation

X. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation

XI. INTRODUCTORY REMARKS Mayor Bob Nation

A. **Monday, May 2, 2016** – Next City Council Meeting

XII. APPOINTMENTS – Mayor Bob Nation

A. **Bill No. 3070** – Appoints Daniel Vogel as City Attorney

B. **Resolution No. 423** – Appoints Chris Graville as Interim City Attorney

XIII. COUNCIL COMMITTEE REPORTS

A. **Finance And Administration Committee**

1. **Resolution No. 421** – Broadmoor Neighborhood Improvement District
2. **Bill No's 3076, 3077 and 3078** - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge (**First Reading**)
3. **Bill No. 3082** – Mayors Duties when City is without a City Administrator **(First Reading)**
4. **Bill No. 3083** – Duties and Authority of the City Administrator **(First Reading)**
5. **Bill No. 3084** – Changes who is required to be notified for liability claims **(First Reading)**
6. **Bill No. 3085** – Execution of contractual and legal documents approved by City Council. **(First Reading)**
7. **Bill No. 3086** – Scheduling of City Council Meetings **(First Reading)**
8. **Bill No. 3087** – Amends the rules of procedure related to roll call votes. **(First Reading)**
9. **Bill No. 3088** – Pertains to the appointment of the City Administrator during temporary absences **(First Reading)**
10. **Bill No. 3089** – Pertains to the appointment of the City Clerk **(First Reading)**

B. Planning and Public Works Committee

1. **Bill No. 3075** - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) **(Second Reading)**

2. **Bill No. 3079** – Restricts Parking on River Valley Dr. **(First Reading)**

3. **Bill No. 3081** - Authorizes Execution of Road Relinquishment Agreements with MoDOT **(Second Reading)**

4. **Next meeting** - Thursday, May 5 (5:30pm)

XIV. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Bid Results:

1. Agricultural levee emergency repair
2. River Valley Road Closure
3. Sidewalk Replacement – Project A
4. Green Trails Drive South
5. Pool management and operations

XV. OLD BUSINESS – Mayor Bob Nation

XVI. NEW BUSINESS – Mayor Bob Nation

A. President Pro Tem

B. Committee Assignments

C. RFQ for City Attorney

D. Resolution No. 422 – Authorizes Special Counsel to develop employment contract for City Administrator.

XVII. 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. 3076** – 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. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

C. **BILL NO. 3077** – AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISION ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

D. **BILL NO 3078** – AN ORDINANCE REPEALING ORDINANCE NO. 93 RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD, AND ENACTING NEW AMENDED ORDINANCE PROVISIONS IN TIS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

E. **BILL NO. 3079** – AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE. **(FIRST READING)**

F. **BILL NO. 3081** – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ROAD RELIQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD. **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

G. **BILL NO. 3082** - AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

H. **BILL NO. 3083** - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR'S DUTIES AND AUTHORITY. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

I. **BILL NO. 3084** - AN ORDINANCE AMENDING ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

J. **BILL NO. 3085** - AN ORDINANCE AMENDING ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

K. **BILL NO. 3086** - AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

L. **BILL NO. 3087** - AN ORDINANCE AMENDING ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

M. **BILL NO. 3088** - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES. **(FIRST READING)**

N. **BILL NO. 3089** - AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK. **(FIRST READING)**

XVIII. LEGISLATION – PLANNING COMMISSION

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

XIX. 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.

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

VIII. TEMPORARY ADJOURNMENT – RECEPTION – Mayor Bob Nation

IX. RE-CONVENE MEETING – Mayor Bob Nation

X. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation

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AGENDA REVIEW – NO MEETING TO BE HELD!

As has become our custom, there will be **NO AGENDA REVIEW MEETING**, prior to Wednesday's City Council meeting. The City Council meeting will start, as usual, at 7pm. Please plan to arrive and be seated before then. Since we will NOT be meeting prior to the City Council meeting, please let me know, in advance, if you have any questions or would like any additional information regarding any item listed on Wednesday's AGENDA.

City of Chesterfield

RECORD OF PROCEEDING

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

MARCH 21, 2016

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

Boy Scout Troop #597 from Ascension Catholic Church led everyone in the Pledge of Allegiance and Mayor Nation followed with a moment of silent prayer. Mayor Nation recognized and thanked John Harrop, Ryan Kelly, Michael Copenhaver and Sam Thompson for their participation in this opening ceremony. Also in attendance was Troop Leader Daniel Koschoff. Mayor Nation presented a Proclamation to Boy Scout Troop #597 commemorating their participation.

A roll call was taken with the following results:

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

APPROVAL OF MINUTES

The minutes of the March 7, 2016 City Council meeting were submitted for approval. Councilmember Grissom made a motion, seconded by Councilmember Flachsbart, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Ms. Vitula Skillman, City Clerk of Wentzville, and Ms. Tonya Hawkins, Deputy City Clerk of Troy, presented the Missouri Registered City Clerk Certification to City Clerk Vickie Hass and congratulated her on this achievement.

Mayor Nation presented a Proclamation to Sharanya Kumar for registering a perfect score on her SAT test. Ms. Kumar is one of only two students in Missouri, from the Class of 2015, to achieve a perfect score on this test.

Mayor Nation presented Mr. Tom Owen as the 2015 Citizen of the Year. Mr. Owen has dedicated his time to mentoring Scouts of Troop 597 for 16 years. He has helped over 35 young men earn the Eagle Scout ranking, the highest achievement in Scouting. Mr. Owen has involved the Scouts in countless service projects in the community, and he has served as a trustee of the Baxter Lakes Subdivision.

Mayor Nation announced the upcoming Municipal Election on Tuesday, April 5 and encouraged everyone to vote.

Mayor Nation announced that the next meeting of City Council has been scheduled for Wednesday, April 20, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Andy Shanfeld, 171 Henning Drive, spoke in opposition to the proposed closure of River Valley Drive.

Former Mayor Bruce Geiger, 14787 Greenloch Court, expressed his appreciation and thanks to City Administrator Michael Herring for his 28 years of excellent service to the City of Chesterfield. He also expressed his thanks to Councilmembers Casey and Grissom for their years of Service to the City.

Former Mayor John Nations, 8 Baxter Lane, expressed his appreciation to Councilmember Mike Casey, Councilmember Elliot Grissom and Mr. Herring for their service to the City of Chesterfield. He also congratulated Mr. Tom Owen for his Citizen of the Year recognition.

Ms. Jan Misuraca, 1414 Sycamore Manor Drive, expressed her thanks to the Mayor, Council and Mr. Herring for their support of the Veteran's Honor Park.

Mr. Harvey Rosenberg, 217 S. Greentrails Drive, expressed his appreciation to Mr. Herring for his leadership and loyalty to the City.

Judge Doug Beach, 14565 Ansonborough Drive, expressed his appreciation to Mr. Herring for his excellent service and contributions to the City of Chesterfield over the past 28 years.

Messrs. Terry Dowdy, Philip Wentz, Pat Cunningham, Brian Barnard, Michael Turnquist, Mike Doster, Ken Capps and David Brammeier stated they were available to answer questions related to the Site Development Plan for Four Seasons Plaza, Lot 2 (Panera).

Mr. Steve Kling, Jenkins & Kling PC, 150 W. Meramec Ave., Clayton, stated he was available to answer questions related to Bill No. 3075 (P.Z. 13-2015, Chesterfield Valley Square [Burgundy Arrow, LLC]) and made a few comments clarifying the petitioner's zoning request.

Councilmember Dan Hurt expressed his appreciation to Councilmembers Casey and Grissom for their years of service to the City of Chesterfield. He also thanked Mr. Herring for his hard work and dedication to the City for the past 28 years.

Councilmember Mike Casey expressed his thanks to Mr. Herring for his many contributions to the City. He also recognized Mr. Herring's family in the audience, and thanked them for their support.

Mayor Nation thanked Councilmembers Casey and Grissom for their years of service. He also expressed his appreciation to Mr. Herring for his service to the City of Chesterfield.

Mr. Herring expressed his gratitude to several people, including members of the media, his family, the Management Team, his Administrative Assistant, former City officials and current Mayor and Councilmembers for their support and encouragement over the years.

APPOINTMENTS

Mayor Nation stated that he does not anticipate a motion for Bill No. 3070 (Appointment of City Attorney). However, it will come up under the "Legislation" portion of the agenda if Council should decide to act on it.

COUNCIL COMMITTEE REPORTS

Finance and Administration Committee

Councilmember Barry Flachsbart, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember DeGroot, to hold Bill Nos. 3076, 3077 and 3078 (Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge) until the May 2 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart reported that Bill No. 3080 (Authorizes Refunding of Existing Debt) is scheduled for both first and second reading approval under the "Legislation" portion of the agenda.

Councilmember Flachsbart announced that the next meeting of this Committee has been scheduled for Monday, March 28, at 5:30 p.m.

Planning/Public Works Committee

Councilmember Connie Fults, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Grissom, to approve Site Development Plan (Four Seasons Plaza, Lot 2 [Panera]). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember DeGroot, to hold Bill No. 3079 (Restricts Parking on River Valley Dr.) until April 20. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults reported that Bill No. 3081 (Authorizes Execution of Road Relinquishment Agreements with MoDOT) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Fults reported that Bill No. 3075 (P.Z. 13-2015, Chesterfield Valley Square [Burgundy Arrow, LLC]) will be read for the first time under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Fults announced that the next meeting of this Committee has been scheduled for Thursday, March 24, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Herring reported that Resolution No. 420 authorizes the City Administrator to execute contracts with Stages-St. Louis and St. Louis Civic Orchestra. He explained this is an annual occurrence, following the adoption of the City's annual operating budget, which contains funding for both entities. This Resolution is "housekeeping" in nature, but it details the services/benefits to be provided to Chesterfield citizens for the coming year. Councilmember Flachsbart made a motion, seconded by Councilmember Grissom, to approve Resolution No. 420 with amendment to remove paragraph four under Section 1 (A). A voice vote was taken with an affirmative result (5-1-1 – Councilmember McGuinness voted No and Councilmember DeGroot abstained) and the motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Flachsbart, to hold the bid results for River Valley Drive Closure until the April 20 City Council

meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring reported that Staff is recommending award of a contract for Slab Replacement Project "C" – Broadmoor Condos Neighborhood Improvement District (NID). 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 Amcon Municipal Concrete, in an amount not to exceed $1,435,000. Councilmember Hurt made a motion, seconded by Councilmember Casey, to approve this recommendation and transfer of $1,435,000 from General Fund – Fund Reserves. This entire amount will be reimbursed by residents of the Broadmoor Condos over a 20 year period, as previously discussed and approved by City Council. 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

Noting that he and City Administrator Herring had shared the following information with the PRESS, immediately following the March 7 City Council meeting, Mayor Nation publically announced the results of a vote taken at the March 7 Executive Session meeting: "Councilmember Nations made a motion, seconded by Councilmember Grissom, to pay the $17,000 invoice submitted by Mr. O'Keefe, which had been previously authorized by City Council, for legal services associated with an investigation into allegations made against Mayor Nation. A roll call vote was taken with the following results: Ayes – Casey, Fults, Nations, Grissom. Nays – Flachsbart, McGuinness, Hurt, DeGroot. Mayor Nation broke the tie by voting No and then declared the motion failed."

LEGISLATION

BILL NO. 3080 AUTHORIZES THE CITY OF CHESTERFIELD, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING A PORTION OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF CHESTERFIELD, MISSOURI, LESSEE) SERIES 2008; AND AUTHORIZES THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH **(FIRST AND SECOND READINGS; FINANCE/ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, for the first reading of Bill No. 3080. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3080 was read for the first time.

Councilmember Flachsbart made a motion, seconded by Councilmember Grissom, for the second reading of Bill No. 3080. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3080 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3080 with the following results: Ayes – Casey, McGuinness, DeGroot, Hurt, Fults, Flachsbart and Grissom. Nays – None. Whereupon Mayor Nation declared Bill No. 3080 approved, passed it and it became **ORDINANCE NO. 2888.**

BILL NO. 3081 AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD **(FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3081. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3081 was read for the first time.

LEGISLATION – PLANNING COMMISSION

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)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3075. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3075 was read for the first time.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:26 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

SWEARING-IN CEREMONY

As is our custom, **Municipal Judge Rick Brunk** will preside over the Swearing-in Ceremony, at the April 22, 2015, City Council meeting, for those re-elected/elected at the April 5 Municipal Election. Following the ROLL CALL for the newly-reconstituted City Council and a brief ceremony, Mayor Nation will adjourn the meeting, temporarily, for a RECEPTION, honoring those re-elected/elected.

RESOLUTION NO. 423

A RESOLUTION APPOINTING AN INTERIM CITY ATTORNEY

WHEREAS, the Interim City Attorney Harry O'Rourke was appointed as the City's Interim City Attorney by Resolution 411 on April 22nd, 2015 to serve at the pleasure of the Mayor and City Council until an attorney was named to represent the City; and

WHEREAS, the current term of the City Attorney is for a period ending November 19, 2016; and

WHEREAS, The Mayor has nominated Christopher Graville as Interim City Attorney, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.330 R.S.Mo, and pursuant to Ordinance 6 and Section 77.370 R.S.Mo.; and

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

Section 1. Christopher Graville shall assume the position of Interim City Attorney, to serve at the pleasure of the Mayor and City Council until an attorney is named to represent the City. Said appointment shall become effective as of April 21, 2016.

Section 2. Terms and conditions of Mr. Graville's appointment are provided as the "Agreement" and are attached hereto as "Exhibit A".

Section 3. The Mayor is authorized to execute the Agreement. Said Agreement shall be in full force and effect from and after its execution and passage of this resolution.

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2016

CITY OF CHESTERFIELD, MISSOURI

_____
BOB NATION, MAYOR

ATTEST:

_____
Vickie Hass, City Clerk

THE GRAVILLE LAW FIRM, LLC

130 SOUTH BEMISTON, SUITE 700 ▪ CLAYTON, MISSOURI 63105

April 19, 2016

Via Email Only to:
rsnation@aol.com
mgeisel@chesterfield.mo.us
rjohnson@chesterfield.mo.us

The Honorable Robert Nation, Mayor of Chesterfield
And Members of the Chesterfield City Council
Chesterfield City Hall
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mayor Nation and Members of the City Council,

Please allow this letter to serve as my formal request for consideration of the position of City Attorney for the City of Chesterfield, Missouri ("Chesterfield"). Enclosed for your consideration you will find a draft agreement for services.

Municipal and Local Government Experience

My path to becoming a municipal attorney began much differently than most: it started when I became an assistant prosecuting attorney in Warren County, Missouri in 2002. I initially took the job so that I could gain real trial experience on serious felony cases; however, because Warren County was a county of the fourth classification at the time, the elected prosecutor's office was required to perform all civil work for the County as well. While I was prosecuting child abuse and child molestation cases, I was also representing the County's Planning and Zoning Commission and the County's interest on property tax appeals in front of the Board of Equalization and, ultimately, the State Tax Commission. During my time with Warren County I not only became an experienced trial attorney, I oversaw a re-draft of the County's zoning code, and I was self taught the basic fundamentals of local government law.

In 2006 I was appointed to serve as the attorney for the City of Warrenton, Missouri. The City of Warrenton employs approximately 55 full time employees and also has municipal owned water and sewer utilities. The approximate annual budget of the City is nine million dollar ($9,000,000.00). I have served in this

Christopher B. Graville ▪ cbg@gravillelaw.com ▪ 314.726.6500 (o) ▪ 636.778.9810 (o) ▪ 636.359.4126 (c) ▪ 636.778.9812 (f)

capacity since 2006. I have also served as municipal attorney in the Village of Riverview since 2007, the Village of Innsbrook since 2007 and the City Attorney for Marthasville, Missouri from 2008 – 2016. In my ten (10) years of experience serving multiple municipalities, I have participated in rewrites of entire municipal codes, including the zoning ordinances where applicable, for Warrenton, Riverview, Innsbrook and Marthasville. I have experience in dealing with all types of employment and employment discrimination issues, EPA and DNR compliance, FEMA and SEMA compliance and review, economic development, administrative hearings, sunshine law issues, policy and procedure manual drafting and rewrites of comprehensive city and street plans.

I have also represented the Warren County Ambulance District since 2010. My services to the district include: representation on pay disputes for services, intergovernmental relations, policy and procedure drafting and ballot/election issues.

Municipal Litigation Experience

I have not only advised cities and governmental entities over the last 14 years; I also have significant litigation experience on behalf of government entities. The following list is not exhaustive, but rather, samples from different areas of law of municipal interest:

Engelage v. City of Warrenton, 378 S.W.3d 410 (Mo. Ct. of Appeals, 2012). A case in which the City of Warrenton prevailed in requiring Warren County to obtain and pay for a building permit for the construction of their new administration building. The City prevailed.

450 N. Lindberg Legal Fund, LLC v. City of Creve Coeur, 477 S.W.3d 49 (Mo. Ct. of Appeals 2015). A case in which a challenge was brought to the issuance of a conditional use permit for the construction and operation of an assisted living facility. I represented the developer of the facility, however, we worked very closely with the City of Creve Coeur because our interests were aligned. The City and Developer prevailed.

Warren County Ambulance District of Warren County v. Barb Daly, Warren County Clerk and Election Officer, 14BB-CC00007, Warren County, Missouri 2014. A petition filed on behalf of the ambulance district to place a property tax matter on the regular municipal election ballot. The District prevailed.

In Re: Creation of City of Warrenton Interchange Project Transportation and Development District, 13BB-CC00016, Warren County, Missouri, 2014. A Petition on behalf of the City of Warrenton to create a TDD; challenged by property owners on TDD boundaries and constitutional grounds. The City prevailed.

Professional Organizations

I currently serve as the Co-Chair of the Missouri Bar's local government committee. I also was asked by the Missouri Bar and am currently in the process of re-writing the local government Missouri Bar CLE desk book on police departments (including their structure and consideration for municipalities in dealing with police officers post-Ferguson). I am also a member the Municipal Court Improvement Committee, which was recently recognized for its work by the Missouri Supreme Court's Chief Justice in her annual speech to the Missouri Bar.

I have been a member of the Missouri Municipal Attorney's Association since 2007, a member of the International Municipal Lawyers Association since 2009 and a member of the Metropolitan Municipal Attorneys association since its formation in 2014.

Thank you for your time and consideration. I am happy to provide any references upon request. As a graduate of Parkway West High School, I take a lot of pride in where I grew up. I look forward to the opportunity and challenge of being a part of Chesterfield's team.

Sincerely,

Christopher B. Graville

Enclosure

EMPLOYMENT AGREEMENT

Christopher B. Graville and the Graville Law Firm, LLC proposes the following terms and conditions for legal services to the City of Chesterfield (the "City"), for a one (1) year term, following the effective date of this Agreement. **The following Agreement can be terminated at any time with written notice to either party**:

I. RETAINER SERVICES:

For the fee of $3,000.00 per month the following legal services shall be included in the retainer:

A. CITY ATTORNEY SERVICES:

1. Drafting and reviewing of ordinances and resolutions as may be required for the regular operation of the city government.

2. Render informal legal opinions (not requiring independent legal research) as may be required by the Mayor, City Council members, City Administrator, and other employees authorized to request such opinions.

3. Respond to citizen inquiries as directed by the Mayor and members of the Board of Aldermen.

4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, or against the City Council, or any City Commission or Committees, or against any City Official or Employee sued in his or her official capacity or as an employee of the City, and shall thereafter consult with and advise the Mayor and City Council regarding the nature of such litigation, and shall advise the Board of Aldermen and Mayor of the status of such litigation.

5. Attendance and representation at the two regularly scheduled City Council meetings, meetings of the Planning Commission and meetings of the Board of Adjustment.

6. Review of electronic correspondence from elected officials and staff (not requiring independent legal research).

7. As directed by the City Administrator, provide review and informal opinions related to requests pursuant to 610 RSMo (the "Sunshine Law").

II. GENERAL SERVICES AND LITIGATION:

Services required in addition to the services set forth above shall be considered "General Attorney Services" and "Litigation Services". These services shall be rendered at a rate of one hundred and seventy- five dollars ($175.00) per hour. Work performed by associate attorneys shall be billed at a rate of one hundred and twenty-five dollars ($125.00) an hour and law students/paralegals shall be billed at a rate of fifty dollars ($50.00) an hour. Unless and until special counsel is authorized and

retained for any litigation, the City Attorney shall represent the City and its interest in such litigation.

III. OUT-OF-POCKET EXPENSES:

In addition to the fees set forth above, Christopher B. Graville shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

a. Travel expenses including transportation, food and lodging while on City business away from the 21st Judicial Circuit and upon approval of such travel in advance by the appropriate city official.

b. Special courier or messenger services when required by the City.

c. Photocopy or document reproduction costs when required by the City for use in legal proceedings and out-of-pocket litigation costs such as depositions and expert witness fees.

IV. OTHER SERVICES:

It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.

V. MISCELLANEOUS:

a. No general overhead costs incurred by The Graville Law Firm, LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Christopher B. Graville.

b. The Graville Law Firm, LLC shall carry and maintain a malpractice insurance policy of at least one million dollars ($1,000,000.00) covering services rendered to the City.

c. The City expressly consents and authorizes Christopher B. Graville to include, on its website or on any material of The Graville Law Firm, LLC, that the City is a client of Christopher B. Graville. After termination of this Agreement, Christopher B. Graville is authorized to refer to the City as a former client of Christopher B. Graville during the years of services rendered.

Approved by Ordinance No. _____ passed and approved on the _____day of April, 2016.

CITY OF CHESTERFIELD, MISSOURI

by_____
Christopher B. Graville

by_____
Mayor

ATTEST:

_____
City Clerk

Christopher B. Graville

The Graville Law Firm, LLC
130 S. Bemiston, Ste.700
Clayton, MO 63105

Experience:

Missouri State Public Defender of Audrain, Callaway and Montgomery Counties
- May 2001 - October 2002

Warren County Prosecuting Attorney's Office
- October 2002 - December 2005
- Member, Missouri Association of Prosecuting Attorneys
- Member, National District Attorney Association

Prosecuting Attorney, City of Warrenton, Missouri
- Appointed in June 2004 to present

City Attorney, City of Warrenton, Missouri
- Appointed in June 2006 to present

Village Attorney and Village Prosecutor, Village of Riverview, Missouri
- Appointed in June 2007 to present

Village Attorney and Village Prosecutor, Village of Innsbrook, Missouri
- Appointed in 2007 to present

City Attorney and Municipal Prosecutor, City of Marthasville, Missouri
- Appointed in 2008 to present

Alderman, City of Oakland, Missouri
- Elected in 2005, re-elected in 2007, 2009 and 2011
  (Resigned in August 2011 due to change of residence)

Assistant Prosecuting Attorney, City of Overland, Missouri
- Appointed in October 2009 to present

Public Defender, City of Ballwin, Missouri
- Appointed in January 2010 to June 2011

Prosecuting Attorney, City of Ballwin, Missouri
- Appointed in June 2011 to present

District Attorney, Warren County Ambulance District
- May 2010 to present

Public Defender, City of Ellisville, Missouri
- September 2010 to June 2015

Public Defender, City of Des Peres, Missouri
- October 2012 to present

Prosecuting Attorney, City of Clarkson Valley, Missouri
- April 2013 to present

Christopher B. Graville

Municipal Judge, City of Oakland, Missouri
- January 2014 to present

Special Prosecuting Attorney, City of Bellefontaine Neighbors, Missouri, 2004

Special Municipal Judge, City of University City, Missouri
- December 2009

Special Prosecuting Attorney, City of St. Charles, Missouri, 2011

Special Prosecuting Attorney, City of Lake St. Louis, Missouri, 2012

Special Prosecuting Attorney, City of Cottleville, Missouri, 2012

Special Prosecuting Attorney, City of Truesdale, Missouri, 2010, 2011, 2012, 2013, 2014, 2015

Professional Affiliations:

Co-Chair, Missouri Bar Local Government Committee, 2015-2016

Author, Missouri Bar Local Government desk-book, "Police Departments"

Member, Missouri Municipal & Associate Circuit Judges Association
- 2006 to present

Member, Missouri Municipal Attorney's Association
- 2007 to present

Member, Missouri Association of Criminal Defense Attorneys
- 2007 to present

Member, National Association of Criminal Defense Lawyers
- 2007 to 2016

Member, International Municipal Lawyers Association
- 2009 to present

Member, Bar Association of Metropolitan St. Louis
- 2010 to present

Member, American Judges Association
- May 2014 to present

Member, Municipal Attorneys of Metropolitan St. Louis
- 2014 to present

Top 100 Trial Lawyer, National Trial Lawyers Association
- 2014, 2015

Education:

BA, English, University of Missouri-Columbia, 1998

JD, University of Missouri-Columbia, 2001

UPCOMING MEETINGS/EVENTS

Monday, April 25	Planning Commission (7pm)
Monday, May 2	Next City Council meeting (7pm)
Thursday, May 5	Planning & Public Works Committee (5:30pm)

FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee met on March 28, 2016. At that meeting, the Committee took several actions which resulted in legislation for the April 20, 2016 meeting.

Bill's 3076, 3077, and 3078 dealing with the municipal court, prosecuting attorney, and municipal judge deferred and the F&A Committee recommended that they be referred to the newly installed Council for review and action. Please note that both Prosecuting Attorney Tim Engelmeyer and Judge Brunk have requested to review and provide input.

Bills No. 3082 thru 3089 were recommended for approval by the Committee, and were the result of the Committee's review of the Official City Code to Ordinances #7, 8 and 11 as was previously directed.

If you have any questions, please contact me prior to Wednesday's meeting.

MEMORANDUM

TO: Members – F&A Committee

FROM: Michael G. Herring, City Administrator

DATE: March 29, 2016

SUBJECT: Minutes – 3-28-16

The Finance and Administration Committee met on March 28, 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; Director of Public Services Mike Geisel; Finance Director Craig White; and Interim City Attorney Harry O'Rourke. Those also in attendance included: Mayor Bob Nation, Councilmember Barbara McGuinness, Ward I; Councilmember Bridget Nations, Ward II; Councilmember Mike Casey, Ward III; Councilmember Connie Fults, Ward IV; Management Analyst James Mello Jr and 2 members of the public.

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

1. Approval of Minutes from February 22, 2016

Chairperson Flachsbart asked if there were any comments or changes to the February 22, 2016 F&A Committee Minutes. Hearing none, Chairperson Flachsbart 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. Report from Sub-Committee Reviewing City Ordinances

Director of Public Services, Mike Geisel, advised that the designated sub-committee met and performed a word by word review comparing the Official City Code to Ordinances #7, 8 and 11 as was directed by the full committee. However, as was separately directed, Staff and Legal Counsel conducted a comprehensive review of the entire Administration Chapter of the City Code. Chapter Two of the City Code provides the full framework for administration of the City. While the complete review of Chapter Two will be provided separately, the aforementioned sub-committee of the F&A Committee recognized that the content of Ordinances #7, #8, and #11 were incorporated into Chapter Two. Accordingly, other than limiting the sub-committee review to the narrow text of these three ordinances, there were clearly related provisions in Chapter Two of the City Code that could impact, or should at least be considered in conjunction with any review of Ordinances #7, #8, and #11. Mr. Geisel noted that Ordinance 398, passed in 1990, was the original codification ordinance and included a relatively few number of discrepancies when compared to the originally adopted ordinances – specifically Ordinances #7, 8, and 11. The nature, intent, and source of these changes could not be determined by the sub-committee. Mr. Geisel stated that his presentation would include any and all differences

between original ordinances and the codification – including language changes, additions, or omissions.

Councilmember DeGroot made a motion that all recommendations voted on by the Committee regarding agenda items 2a and 2b be deferred and reviewed by the new Finance and Administration Committee as appointed after the upcoming April 2016 elections. Councilmember Grissom seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Mr. Geisel proceeded with a presentation about the sub-committee findings, citing several considerations for the Committee to act on at the conclusion of his presentation. After Mr. Geisel had presented an overview of the discrepancies, the Committee began discussion on specific proposed reconciliation options.

Chairperson Flachsbart made a motion to recommend that staff draft language for review by Interim City Attorney Harry O'Rourke draft language to repeal Section 9 of Ordinance 7, leaving only the guiding State Statute (RSMO 77.450) as the governing law. Mr. Geisel suggested that staff would draft the legislation to be reviewed by Interim City Attorney O'Rourke, and Chairperson Flachsbart amended his motion accordingly. During discussion, it was clarified by Mr. O'Rourke that Section 9 of Ordinance 7 was not in conflict with 77.450, and could be harmonized with it if it was left in place. Several hypothetical situations were discussed and interpreted through various iterations of both state law and Section 9 of Ordinance 7. Councilmember Hurt seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Chairperson Flachsbart made a motion to recommend an ordinance to reconcile both Section 9 of Ordinance 8 and City Code Section 2-74 to read "The Administrator shall be the Chief Administrative Officer of the City and shall serve as the Chief Administrative Assistant to the Mayor. He shall be responsible for the administration and management of the business and employees of the City subject to the direction and supervision of the Mayor and City Council. To that end, he shall have the following duties and powers: …". Councilmember Hurt seconded the motion. General discussion ensued about a balance of power between the Office of Mayor and the City Council as well as potential conflicts in directives given by the Mayor and/or City Council. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Chairperson Flachsbart made a motion to reconcile Section 9(c)1 of Ordinance 8 and City Code Section 2-74(3)(a) to refer to a "City Council", removing "aldermanic" language. The motion was seconded by Councilmember DeGroot. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

While considering a reconciliation, between City Code Section 2-82 and Section 17 of Ordinance 8, which dealt with who designates a temporary City Administrator during the City Administrator's absence, a discussion ensued about the timeframe by which approval would be needed, or in the instance of longer terms of absence, a greater level of approval.

Councilmember Grissom made a motion to recommend that a reconciliation between City Code Section 2-82 and Section 17 of Ordinance 8 state that the City Administrator shall appoint a temporary City Administrator in the event of absence, and, in the event that the absence is expected to last 5 or more consecutive business days, such an appointment would require the consent of the Mayor. Councilmember Hurt seconded the motion. Discussion continued about the level of involvement the Mayor should or should not have in these temporary appointments. A voice vote was taken, with a result of 3-1 with Councilmember DeGroot voting against the motion, and the motion was approved.

Chairperson Flachsbart made a motion to recommend amending City Code Section 2-5 to read that Notice of Claim prior to institution of suit for damages against the City be sent to both the Mayor and City Administrator. Councilmember Grissom seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Chairperson Flachsbart made a motion to recommend that Council strike the sentence of City Code Section 2-29 reading "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council." Councilmember DeGroot seconded the motion. During discussion, Councilmember DeGroot asked Chairperson Flachsbart and Mayor Nation, both of whom had or presently are serving as Mayor, how they felt about striking the language and both agreed they had no issues. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Councilmember Grissom made a motion to recommend that Staff develop language to replace Section 2-47 of the City Code to reflect current practices of scheduling regular meetings. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Mr. O'Rourke confirmed that there was no conflict with State Statute on Rule 1 of City Code Section 2-50. No action was taken.

Chairperson Flachsbart made a motion to recommend the elimination of Rule 3 of City Code Section 2-50. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Chairperson Flachsbart made a motion to recommend that the Council consider the all recommendations to reconcile Section 9 of Ordinance 8 and City Code Section 2-74 at the same time and to include consistent language with regard to the City Administrator's accountability to the Mayor and City Council. Councilmember Grissom seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

After discussion regarding City Code Section 2-80, Chairperson Flachsbart asked Mr. Geisel to develop more specific recommendations for changes to the language.

Councilmember Grissom made a motion to recommend that City Code Section 2-91 be modified to remove the existing termination language regarding the City Clerk and replace it with: "The City Clerk may be removed from office by the City Administrator with the approval of Council." Chairperson Flachsbart seconded the motion. During discussion, it was confirmed that State Statute does not have any governing language regarding termination of a City Clerk. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

3. Further Inputs on Ordinances

Chairperson Barry Flachsbart asked if there were any additional inputs. There was no discussion or input.

4. Update on Changes to the Elected Officials' Email Retention

Finance Director Craig White explained that, per previous Council direction, the email retention policy for Elected Officials had been extended to seven years.

Councilmember Hurt inquired what the retention policy for employees was, and was informed that employee emails are retained for 30 days with exceptions made for manually archived emails. Director of Public Services.

Chairperson Flachsbart made a motion to request that the MIS Citizens Advisory Group review the time component (30 days) for employee e mail retention and the technology used for storage and retrieval. The motion was seconded by Committee Member Hurt. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

5. Policies versus Code/Ordinances Input

Chairperson Flachsbart asked for any additional input on the topic, and heard none.

6. New Business

The Committee had no new business to discuss.

7. Adjournment

The meeting was adjourned at 7:17 pm.

THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT (NID)

The Broadmoor Condominiums Neighborhood Improvement District (NID) Resolution is one of the procedural items required by Missouri State Statues regarding the NID Act. The formation of the Broadmoor NID was approved by Ordinance 2622 on August 3, 2015 which ordered that the plans and specifications for the street and parking lots improvements to be prepared by staff and sent out for bid. Those bids were received and the contracts approved for Amcon Municipal Concrete at the March 21, 2016 City Council meeting. The Resolution authorizes the City Clerk to publish a notice for a public hearing on May 2, notify the residents of Broadmoor Condos of the finalized estimated costs of the project and set the assessment roll by Ordinance also at the May 2 meeting.

Please let Libbey Tucker or Jim Eckrich know if you have any questions.

RESOLUTION NO. 421

A RESOLUTION ACCEPTING THE PLANS AND SPECIFICATIONS AND ORDERING THE PREPARATION OF A PROPOSED ASSESSMENT ROLL FOR THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENT PROJECT, CALLING A PUBLIC HEARING TO CONSIDER THE PROPOSED IMPROVEMENTS AND PROPOSED ASSESSMENTS, AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF SUCH HEARING

WHEREAS, the City of Chesterfield, Missouri (the "City"), is authorized and empowered pursuant to the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "NID Act"), to establish a neighborhood improvement district when a proper petition has been signed by the owners of record of at least two-thirds by area of all real property located within the proposed district and filed with the city clerk; and

WHEREAS, pursuant to the NID Act, a proper petition was filed with the City Clerk on March 17, 2015 (the "Petition") proposing the creation of the Broadmoor Condominiums Neighborhood Improvement District (the "District"), as described in more detail in the Petition; and

WHEREAS, the City Council has reviewed the Petition proposing the creation of the District for the purpose of funding the replacement of streets and parking areas within the boundaries of the proposed District and carrying out the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"); and

WHEREAS, on August 3, 2015, pursuant to Ordinance No. 2622, the City Council established the District and ordered plans and specifications for the Improvements to be prepared; and

WHEREAS, plans and specifications for the Improvements, including an estimated cost, were prepared by the City; and

WHEREAS, the plans and specifications have been filed with the City Clerk and are open for public inspection.

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

Section 1. The plans and specifications for the Improvements providing for an estimated construction cost of $1,303,428 are hereby accepted by the City and are on file with the City Clerk and are open to public inspection. An itemized description of the total estimated project costs, including construction, engineering, legal fees and other costs totaling $1,515,000 are outlined in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. It is hereby ordered that: (a) assessments be made against each parcel of real property deemed to be benefitted by the Improvements based on the estimated cost of the

Improvements, and (b) a proposed assessment roll be prepared, filed with the City Clerk and made open for public inspection.

Section 3. The City Council will conduct a public hearing on May 2, 2016 at 6:45 p.m. in its City Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, to consider the proposed Improvements and proposed assessments.

Section 4. The City Clerk is hereby directed to publish notice of the public hearing in a newspaper of general circulation at least once not more than twenty days and not less than ten days before the hearing and shall state the name of the Improvements, the date, time and place of such hearing, the general nature of the Improvements, the boundaries of the neighborhood improvement district to be assessed, and that written or oral objections will be considered at the hearing. The notice of public hearing shall be substantially in the form of Exhibit B, attached hereto and incorporated herein by reference.

Section 5. The City Clerk, at the time of publishing notice of the public hearing, shall mail to the owners of record of the property made liable to pay the assessments, at their last known post office address, a notice of hearing and a statement of the cost proposed to be assessed against the property so owned and assessed. The failure of any owner to receive such notice shall not invalidate the proceedings. The notice to property owners shall be substantially in the form of Exhibit C, attached hereto and incorporated herein by reference.

Section 6. This Resolution shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this _____ day of April 2016.

_____
Bob Nation, MAYOR

(SEAL)

ATTEST:

_____
Vickie Hass, CITY CLERK

EXHIBIT A

Estimated Project Costs, based on Construction Bid Submitted by Amcon Municipal Concrete, March 8, 2016

Description	Cost
Remove & Replace Pavement	$955,067
Joint Sealant	$33,816.75
4" Rolled Stone Base	$90,178
Undergrading	$300
Geotextile Fabric	$20,495
Structural Geogrid	$150
Seeding & Mulching	$7.24
Traffic Control	$15,000
Paved Approaches	$95,816
Sawcutting	$800
Pavement Lugs	$50
Underdrains	$8,002.50
Sidewalks	$10,560
Detectable Warning Surface	$4,400
Replace Inlet Sill	$2,800
Adjustment of Inlet Sill	$2,000
Drilling and Doweling	$575
A2 Joints	$5,200
Silt Fence	$160
Inlet Protection	$420
Asphalt Parking Lots	$57,630.60
TOTAL BID	$1,303,428.09
Schedule Incentive	$13,000
Contingency	$83,572
Inspection & Testing	$35,000
Administrative (life of NID)	$40,000
Legal	$40,000
TOTAL COST	$1,515,000

EXHIBIT B

Publication Notice of NID Public Hearing

PUBLIC HEARING NOTICE

Public notice is hereby given that the City Council of the City of Chesterfield, Missouri, will hold a public hearing on May 2, 2016, at 6:45 p.m. in its Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, for the purpose of considering proposed neighborhood improvement assessments in the Broadmoor Condominiums Neighborhood Improvement District and taking written and oral objections to same. The District was formed by the City on August 3, 2015, pursuant to Section 67.457.3 of the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of financing improvements known as the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"). The general nature of the Improvements is the replacement of streets and parking lots, all within the Broadmoor Condominiums subdivision and within the City of Chesterfield, including Claymoor Drive, Broadmoor Drive, Green Circle Drive and Green Circle Court, as provided in Section 67.453(5) of the Act, together with the costs associated with the establishment of the District.

The boundaries of the District to be assessed are as follows:

> All of the real property within the Broadmoor Condominiums Subdivision, the plat of which is recorded with the St. Louis County Recorder of Deed's office in Plat Book 199, Pages 66 and 67.

The estimated cost of the Improvements (less contingency and NID fees) is $1,303,428 and shall be divided and assessed equally against each parcel of property or lot located in the District and benefited by the Improvements. Total estimated project costs, including contingency, incentives & administrative fees are $1,515,000. Actual assessment payable to the City of Chesterfield cannot exceed the estimated costs by more than 25%, are payable in not more than twenty (20) annual installments, and shall bear interest at rates to be determined by the City Council. The cost of the Improvements shall be financed by utilizing the City's fund reserves, as set forth by City Council, under the provisions of the Act.

_____

Vickie Hass, City Clerk

EXHIBIT C

Property Owner Notice of NID Public Hearing

[Date]

[Addressee]
[Street Address]
[City, State ZIP]

RE: Broadmoor Condominiums Neighborhood Improvement District and proposed special assessment affecting Lots 1 through 216 (the "Property")

Dear Property Owner:

According to the St. Louis County Assessor's Office, you are the owner of record of a portion of the Property described above, which is located within the Broadmoor Condominiums Neighborhood Improvement District (the "District"). On August 3, 2015, the City of Chesterfield established the District and authorized the preparation of plans and specifications to replace streets and parking lots within the Broadmoor Condominiums subdivision (the "Improvements"). Now that the plans and specifications have been prepared and a preliminary assessment roll calculated, the City Council has set a public hearing on the consideration of the plans and assessments.

Enclosed please find a Public Hearing Notice describing the Improvements and the special assessments proposed to be levied to finance the Improvements.

Based on the City's preliminary calculations, the Property is expected to be subject to an estimated aggregate special assessment of $1,515,000. Once the Improvements have been constructed and final costs are determined, the assessment will be finalized and assessed against the Property as a special tax bill payable in not more than 20 equal annual installments to the City of Chesterfield plus accrued interest. The tax bill shall constitute a lien against the Property and will be recorded as such with the St. Louis County Recorder of Deeds. Actual project costs shall not exceed the cost estimated in the enclosed notice by more than 25% and may be less than the estimated costs. Written objections to the Improvements can be submitted to the office of the City Clerk, 690 Chesterfield Parkway West, Chesterfield, MO 63017 on or before the hearing date.

Please feel free to contact Libbey Tucker, Community Services & Economic Development Director at (636) 537-6721 or e-mail ltucker@chesterfield.mo.us with any questions.

Sincerely,

Vickie Hass, City Clerk

Enclosure: Public Hearing Notice

PUBLIC HEARING NOTICE

Public notice is hereby given that the City Council of the City of Chesterfield, Missouri, will hold a public hearing on May 2, 2016, at 6:45 p.m. in its Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, for the purpose of considering proposed neighborhood improvement assessments in the Broadmoor Condominiums Neighborhood Improvement District and taking written and oral objections to same. The District was formed by the City on August 3, 2015, pursuant to Section 67.457.3 of the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of financing improvements known as the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"). The general nature of the Improvements is the replacement of streets and parking lots, all within the Broadmoor Condominiums subdivision and within the City of Chesterfield, including Claymoor Drive, Broadmoor Drive, Green Circle Drive and Green Circle Court, as provided in Section 67.453(5) of the Act, together with the costs associated with the establishment of the District.

The boundaries of the District to be assessed are as follows:

> All of the real property within the Broadmoor Condominiums Subdivision, the plat of which is recorded with the St. Louis County Recorder of Deed's office in Plat Book 199, Pages 66 and 67.

The estimated cost of the Improvements (less contingency and NID fees) is $1,303,428 and shall be divided and assessed equally against each parcel of property or lot located in the District and benefited by the Improvements. Total estimated project costs, including contingency, incentives & administrative fees are $1,515,000. Actual assessment payable to the City of Chesterfield cannot exceed the estimated costs by more than 25%, are payable in not more than twenty (20) annual installments, and shall bear interest at rates to be determined by the City Council. The cost of the Improvements shall be financed by utilizing the City's fund reserves, as set forth by City Council, under the provisions of the Act.

_____

City Clerk

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PLANS AND SPECIFICATIONS AND ORDERING THE PREPARATION OF A PROPOSED ASSESSMENT ROLL FOR THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENT PROJECT, CALLING A PUBLIC HEARING TO CONSIDER THE PROPOSED IMPROVEMENTS AND PROPOSED ASSESSMENTS, AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF SUCH HEARING

WHEREAS, the City of Chesterfield, Missouri (the "City"), is authorized and empowered pursuant to the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "NID Act"), to establish a neighborhood improvement district when a proper petition has been signed by the owners of record of at least two-thirds by area of all real property located within the proposed district and filed with the city clerk; and

WHEREAS, pursuant to the NID Act, a proper petition was filed with the City Clerk on March 17, 2015 (the "Petition") proposing the creation of the Broadmoor Condominiums Neighborhood Improvement District (the "District"), as described in more detail in the Petition; and

WHEREAS, the City Council has reviewed the Petition proposing the creation of the District for the purpose of funding the replacement of streets and parking areas within the boundaries of the proposed District and carrying out the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"); and

WHEREAS, on August 3, 2015, pursuant to Ordinance No. 2622, the City Council established the District and ordered plans and specifications for the Improvements to be prepared; and

WHEREAS, plans and specifications for the Improvements, including an estimated cost, were prepared by the City; and

WHEREAS, the plans and specifications have been filed with the City Clerk and are open for public inspection.

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

Section 1. The plans and specifications for the Improvements providing for an estimated construction cost of $1,303,428 are hereby accepted by the City and are on file with the City Clerk and are open to public inspection. An itemized description of the total estimated project costs, including construction, engineering, legal fees and other costs totaling $1,515,000 are outlined in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. It is hereby ordered that: (a) assessments be made against each parcel of real property deemed to be benefitted by the Improvements based on the estimated cost of the

Improvements, and (b) a proposed assessment roll be prepared, filed with the City Clerk and made open for public inspection.

Section 3. The City Council will conduct a public hearing on May 2, 2016 at 6:45 p.m. in its City Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, to consider the proposed Improvements and proposed assessments.

Section 4. The City Clerk is hereby directed to publish notice of the public hearing in a newspaper of general circulation at least once not more than twenty days and not less than ten days before the hearing and shall state the name of the Improvements, the date, time and place of such hearing, the general nature of the Improvements, the boundaries of the neighborhood improvement district to be assessed, and that written or oral objections will be considered at the hearing. The notice of public hearing shall be substantially in the form of Exhibit B, attached hereto and incorporated herein by reference.

Section 5. The City Clerk, at the time of publishing notice of the public hearing, shall mail to the owners of record of the property made liable to pay the assessments, at their last known post office address, a notice of hearing and a statement of the cost proposed to be assessed against the property so owned and assessed. The failure of any owner to receive such notice shall not invalidate the proceedings. The notice to property owners shall be substantially in the form of Exhibit C, attached hereto and incorporated herein by reference.

Section 6. This Resolution shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this _____ day of April 2016.

_____
Bob Nation, MAYOR

(SEAL)

ATTEST:

_____
Vickie Hass, CITY CLERK

EXHIBIT A

Estimated Project Costs, based on Construction Bid Submitted by Amcon Municipal Concrete, March 8, 2016

Description	Cost
Remove & Replace Pavement	$955,067
Joint Sealant	$33,816.75
4" Rolled Stone Base	$90,178
Undergrading	$300
Geotextile Fabric	$20,495
Structural Geogrid	$150
Seeding & Mulching	$7.24
Traffic Control	$15,000
Paved Approaches	$95,816
Sawcutting	$800
Pavement Lugs	$50
Underdrains	$8,002.50
Sidewalks	$10,560
Detectable Warning Surface	$4,400
Replace Inlet Sill	$2,800
Adjustment of Inlet Sill	$2,000
Drilling and Doweling	$575
A2 Joints	$5,200
Silt Fence	$160
Inlet Protection	$420
Asphalt Parking Lots	$57,630.60
TOTAL BID	$1,303,428.09
Schedule Incentive	$13,000
Contingency	$83,572
Inspection & Testing	$35,000
Administrative (life of NID)	$40,000
Legal	$40,000
TOTAL COST	$1,515,000

EXHIBIT B

Publication Notice of NID Public Hearing

PUBLIC HEARING NOTICE

Public notice is hereby given that the City Council of the City of Chesterfield, Missouri, will hold a public hearing on May 2, 2016, at 6:45 p.m. in its Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, for the purpose of considering proposed neighborhood improvement assessments in the Broadmoor Condominiums Neighborhood Improvement District and taking written and oral objections to same. The District was formed by the City on August 3, 2015, pursuant to Section 67.457.3 of the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of financing improvements known as the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"). The general nature of the Improvements is the replacement of streets and parking lots, all within the Broadmoor Condominiums subdivision and within the City of Chesterfield, including Claymoor Drive, Broadmoor Drive, Green Circle Drive and Green Circle Court, as provided in Section 67.453(5) of the Act, together with the costs associated with the establishment of the District.

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_____

Vickie Hass, City Clerk

EXHIBIT C

Property Owner Notice of NID Public Hearing

[Date]

[Addressee]
[Street Address]
[City, State ZIP]

RE: Broadmoor Condominiums Neighborhood Improvement District and proposed special assessment affecting Lots 1 through 216 (the "Property")

Dear Property Owner:

According to the St. Louis County Assessor's Office, you are the owner of record of a portion of the Property described above, which is located within the Broadmoor Condominiums Neighborhood Improvement District (the "District"). On August 3, 2015, the City of Chesterfield established the District and authorized the preparation of plans and specifications to replace streets and parking lots within the Broadmoor Condominiums subdivision (the "Improvements"). Now that the plans and specifications have been prepared and a preliminary assessment roll calculated, the City Council has set a public hearing on the consideration of the plans and assessments.

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Please feel free to contact Libbey Tucker, Community Services & Economic Development Director at (636) 537-6721 or e-mail ltucker@chesterfield.mo.us with any questions.

Sincerely,

Vickie Hass, City Clerk

Enclosure: Public Hearing Notice

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_____

City Clerk

AGRICULTURAL LEVEE REPAIR

As explained via e mails dated 3/21/2016 and 4/4/2016, I authorized financial participation in the repair of the Agricultural Levee per the City's emergency procedures. The City's financial commitment is limited to $80,000 to be funded by a transfer from the General Fund – Fund Reserves in excess of the 40% fund reserve policy. Per the City's policies, Staff is required to notify City Council of the emergency action at the next regular meeting of City Council. As such, **I request and recommend that the City Council acknowledge receipt of said notice and authorize the $80,000 transfer from General Fund – Fund Reserves.**

As described in the prior correspondence, the Monarch-Chesterfield Levee District provided a like $80,000 contribution, in addition to engineering, permitting, and contractual oversight of this work. While the Agricultural Levee is collectively maintained by group of property owners who own property between the main levee and the agricultural levee, the Monarch Chesterfield Levee District recognizes the import of the agricultural levee to the integrity of the main levee, while also recognizing that they possess unique skill and capabilities with regard to levee design, function, repair, and permitting.

As always, if you have any questions or require additional information, please contact Mr. McCarthy or me prior to meeting.

Mike Geisel

From: Mike Geisel
Sent: Monday, April 04, 2016 9:54 AM
To: 'Barb McGuiness'; 'Barry Flachsbart (barryf@mst.edu)'; 'Bob Nation (bnation@chesterfield.mo.us)'; 'Bridget Nations (bridget.nations@chesterfield.mo.us)'; 'Bruce DeGroot (bdegroot@chesterfield.mo.us)'; 'Connie Fults (cfults@chesterfield.mo.us)'; 'Dan Hurt (longhornz@aol.com)'; 'G. Elliot Grissom (gegrissom@hotmail.com)'; Michael Herring; 'Mike Casey (cohibacasey@msn.com)'
Cc: Craig White (CWhite@chesterfield.mo.us); Jim Eckrich; Ray Johnson
Subject: FW: EMERGENCY AGRICULTURAL LEVEE REPAIRS
Attachments: SLC-#7847491-v1-MCLD_-_Executed_Letter_to_AJ_Brown_re_Ag_Levee_Repairs.PDF

As I had advised via e mail on March 21st, I am proceeding under the provisions of the City's emergency procurement procedures to authorize the repairs to the agricultural levee. The City is not contracting for these improvements, but will be contributing $80,000 towards the cost of repairs as a land owner. As you may remember, the costs are expected to be in excess of $425,000 and we own 22.8% of the land between the agricultural levee and main levee. Obviously our $80k contribution is less than 22.8% of the costs, but the levee district is contributing a larger share, even though the agricultural levee is not under the control or jurisdiction of the Monarch-Chesterfield Levee District. (all of which was described in greater detail in my earlier 3/21/2016 e mail, which I will resend for convenience and reference immediately after sending this e mail.) I received no dissenting responses to that explanation and expression of our intent.

In accordance with the City's procedure, I will authorize the City's participation in the agricultural levee repair cost, and it will be included on the 4/20/2016 Council agenda at which time Council will may formalize the transfer of said funds from the Fund Reserves in excess of the 40% reserve policy.

If you have any questions, please do not hesitate to respond and let me know.

Section 5. Emergency Purchases

The bid procedures outlined in this manual may be waived under emergency cor of a line department. True emergency conditions are rare. Occasionally, ec circumstances will necessitate emergency purchasing which cannot await comp City Clerk faced with an emergency are to notify the Director of Finance and possible. A full report in writing of the circumstances requiring an emergency p Administration with the City Administrator within a reasonable time period afte City Council.

From: Human, David [mailto:David.Human@huschblackwell.com]
Sent: Friday, April 01, 2016 3:14 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Subject: EMERGENCY AGRICULTURAL LEVEE REPAIRS

Mike:

As you know, the December 2015 storm event caused significant damage to the agricultural levee north of the main Monarch-Chesterfield Levee within Chesterfield Valley. The damage generally falls within two categories: (i) an approximately 300 feet area of the agricultural levee breached on the U.S. Fish & Wild life property resulting in a large gap in the levee, and (ii) there is significant scouring along a 1,700 foot long stretch of the agricultural levee east of the washed out area. In light of the above, there is no flood protection provided to this area. Given the immediate need to have this damage repaired, the property owners whose properties are protected by the agricultural levee met on several occasions in February and March of 2016 to discuss a procedure for moving forward with repairs.

The agricultural levee is not owned or maintained by the Monarch-Chesterfield Levee District, but is the responsibility of the group of property owners which own property for which it provides protection. Both the City of Chesterfield and the Monarch- Chesterfield Levee District each own properties which are protected by the agricultural levee. Although the agricultural levee is not currently maintained by the Monarch-Chesterfield Levee District, the levee district acknowledges this is an emergency situation and is in the best interest of the levee district and the City of Chesterfield to assist with the repair efforts. Not only is the agricultural levee important in keeping floodwaters away from the Monarch-Chesterfield levee, it also provides substantial protection for the lands between the river and agricultural levee. It is also understood that while the agricultural levee is not actually a levee district responsibility, the Levee District has unique expertise, resources, and capabilities that are critical in the permitting and repair of the agricultural levee. For that reason, the levee

district attended the meetings of the property owners and has applied for permits from both U.S. Fish & Wildlife and the Corps of Engineers to allow the repair work to be completed. The U.S. Fish & Wildlife permit has been granted and we anticipate the Corps permit will be granted in the next few weeks.

Given several of the property owners are involved in the construction industry, the property owners have sought proposals utilizing their own resources and contacts, which are included in the attached documents. Ultimately, it is estimated the repair of the 300 foot gap would cost approximately $50,000 and the repair of the scouring would cost approximately $375,000, resulting in cumulative costs in excess of at least $425,000. The levee district's engineer has reviewed those estimates and believes that they are conservative and likely on the low side. I have attached to this e-mail the plans and specs prepared by the landowners to complete each of the two projects.

During the most recent meeting of the property owners on March 11, 2016, the property owners proposed that they could contract directly for the completion of all the repair work if the levee district and the City would contribute $160,000 towards the repair costs, with the remainder of the repair costs to be paid by the property owners. The Board of Supervisors of the levee district is willing to contribute $80,000 towards the repairs costs and is requesting that the City of Chesterfield contribute the remaining $80,000 towards the repairs costs.

In addition to the fact the repairs are in the best interest of the levee district and the City, the levee district owns approximately 10% of the ground north of the Monarch-Chesterfield Levee and the City owns approximately 23% of the ground north of the Monarch-Chesterfield Levee. If the City is willing to participate in the costs and contribute $80,000, the levee district anticipates entering into a "contribution agreement" with the property owners whereby the levee district agrees to pay up to $160,000 towards repairs costs after each of the two projects is completed and as long as all work is completed in accordance with the attached plans and specs and all permits.

Please let me know if the City is willing to participate in the repair efforts and contribute to the levee district $80,000 towards the repair costs. I have attached for your reference a copy of the letter laying out the terms and conditions of the contribution. As I have mentioned previously, this situation is an emergency and in light of the upcoming flood season, please respond as soon as possible. If you have any questions or need any additional information, please let me know. As noted above, given the emergency situation, the repairs will need to be completed as soon as possible.

Thank you.

David Human

From: Soval, Brennen
Sent: Friday, April 01, 2016 2:22 PM
To: 'Andrew J. Brown (Andrew@AJBrown.com)'
Cc: Human, David
Subject: MCLD - Cost Contribution Letter

Andrew,
On behalf of the Monarch-Chesterfield Levee District I deliver the attached letter regarding the terms and conditions of the District's contribution towards costs for the agricultural levee repairs which you are undertaking.

Please also find attached the permit we received from Fish & Wildlife.

We do not yet have the USACE permits, but will forward the same to you upon our receipt. We expect to receive the USACE permit for the work you will perform on the Fish & Wildlife parcel in the next couple of days. Unfortunately,

however, we do not expect to receive the USACE permit for the work you will perform on the parcels owned by you and Graeler for at least 30 days.

Please call me if you have any questions.

Brennen D. Soval
Partner

HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105-3433
Direct: 314.480.1763
Fax: 314.480.1505
Brennen.Soval@huschblackwell.com
huschblackwell.com
View Bio | View VCard

Named a first-tier national real estate law firm by* U.S. News-Best Lawyers *in 2016.

Mike Geisel

From:	Mike Geisel
Sent:	Monday, April 04, 2016 9:56 AM
To:	'Barb McGuiness'; 'Barry Flachsbart (barryf@mst.edu)'; 'Bob Nation (bnation@chesterfield.mo.us)'; 'Bridget Nations (bridget.nations@chesterfield.mo.us)'; 'Bruce DeGroot (bdegroot@chesterfield.mo.us)'; 'Connie Fults (cfults@chesterfield.mo.us)'; 'Dan Hurt (longhornz@aol.com)'; 'G. Elliot Grissom (gegrissom@hotmail.com)'; Michael Herring; 'Mike Casey (cohibacasey@msn.com)'
Cc:	Jim Eckrich; Craig White (CWhite@chesterfield.mo.us); Ray Johnson
Subject:	FW: AGRICULTURAL LEVEE REPAIR - EMERGENCY PROCUREMENT PROCEDURES
Attachments:	markupSLC-#7829125-v1-MCLD-Google_Earth_Project_1.pdf; markupSLC-#7829133-v1-MCLD-Google_Earth_Project_2.pdf; SLC-#7829125-v1-MCLD-Google_Earth_Project_1.PDF; SLC-#7829133-v1-MCLD-Google_Earth_Project_2.PDF; Photo four 2016-1-4.pdf; Photo one 2016-1-4.pdf; Photo sixteen 2016-1-4.pdf; Photo three 2016-1-4.pdf; Photo twelve 2016-1-4.pdf

Forwarded prior 3/21/2016 e mail for convenience and reference as promised in my e mail sent moments ago.

From: Mike Geisel
Sent: Monday, March 21, 2016 3:22 PM
To: Barbara McGuinness <BMcGuinness@chesterfield.mo.us>; Barry Flachsbart (barryf@mst.edu) <barryf@mst.edu>; Bob Nation <BNation@chesterfield.mo.us>; Bridget Nations <bridget.nations@chesterfield.mo.us>; Bruce DeGroot <BDegroot@chesterfield.mo.us>; Connie Fults <CFults@chesterfield.mo.us>; Dan Hurt (longhornz@aol.com) <longhornz@aol.com>; G. Elliot Grissom (gegrissom@hotmail.com) <gegrissom@hotmail.com>; Michael Herring <mherring@chesterfield.mo.us>; Mike Casey (cohibacasey@msn.com) <cohibacasey@msn.com>
Cc: Jim Eckrich <JEckrich@chesterfield.mo.us>; Craig White <CWhite@chesterfield.mo.us>
Subject: AGRICULTURAL LEVEE REPAIR - EMERGENCY PROCUREMENT PROCEDURES

I APOLOGIZE FOR THE LENGTH OF THIS E MAIL, BUT THE SUBJECT MATTER IS IMPORTANT AND I WANTED TO GIVE COUNCIL AS MUCH TIME AS PRACTICABLE IF THERE IS ANY DISSENT IN OUR STRATEGY.

I'm providing this information as an early notice and to give City Council an opportunity to provide feedback prior to acting. As often seems to be the case, there will be an action required in that short term period surrounding the April municipal elections. When this occurs we are unable to go through the normal routine processes since we do not schedule the typical first of the month meeting in April avoiding asking Council to act during a "lame duck" session.

As you may remember, at our PPW meeting on January 21st of this year, I advised City Council that the agricultural levee experienced significant damage as a result of the flooding event the last week of December and the first week of January. The extent of the damage could not be determined for a couple of months because the water had not receded from overtopping the agricultural levee.

Since the water receded, the various property owners have been meeting to identify the damage, develop a repair strategy, and develop a consensus amongst the property owners to proceed. Tom McCarthy, Jim Eckrich and I have been involved with the Levee District and property owners to develop a mutually agreeable plan of attack. Just to remind everyone, **the agricultural levee is not owned or maintained by the Monarch-Chesterfield Levee District (MCLD). Similar to the City of Chesterfield, the MLCD owns property which is protected by the agricultural levee. Traditionally, each individual property owner, farmer, commercial or public entity has contributed equally to maintain the agricultural levee based on their acreage.**

The City owns roughly 23% of the total acreage protected by the Agricultural levee, consisting of three tracts of land. The first tract is the area behind the CVAC, the second tract is the land directly north of Long Road where the police shooting range is, and the third tract is the River's Edge Park north of the Taubman Outlet. The MLCD roughly owns 10% of the protected ground which they had acquired for borrow sites or other levee purposes. The remaining 68% of the protected ground is owned by private entities or the Big Muddy Federal Reserve.

For what would be obvious reasons, each day the agricultural levee remains unrepaired, the properties are at risk of additional flooding during the rainy season. More importantly, the damaged, scoured, and eroded failed sections continue to degrade as water flows by and the slopes remain exposed and unprotected.

The repair plan is not yet finalized, which is why I can't provide you a recommendation as of yet. Material sources, methods, access and the associated cost estimates are not fully developed, but all affected parties continue to work toward developing a final solution. The MCLD has funded preliminary engineering, coordinated with Fish and Wildlife regarding the Big Muddy refuge, and also coordinated the permitting review process as necessary. **Preliminary estimates for repair of the entire agricultural levee are as high as $425,000. This estimate assumes that this is not a municipal public works project that must be contracted by the City, coordinated and managed by the City, including bonds, insurance, prevailing wage, and easement acquisition from each of the impacted properties. In addition, I would sincerely caution against public acquisition of any easements for the agricultural levee, as that would at least suggest that the City is assuming responsibility for same, which we have NO desire to do**.

I want to share some "general" terms and an explanation of where I think this is heading in order to give you an opportunity to redirect if you feel compelled to do so. With the current preliminary estimates up to $425,000 without the inevitable contingencies, we are hoping to establish a fixed limit of City participation of $80,000. That is less than our 23% share of the cost, which would be in excess of $97,750 based on our pro-rata share of the land protected by the agricultural levee. The MCLD appears to be willing to contribute a matching amount, fixed at $80,000, and is willing to provide the technical support, oversight of work by contractors, and to act as the disbursing agent for the City's and MCLD's combined contribution of $160,000. Most importantly, the City and MCLD's contributions represent **cost certain contributions**. If the repair work exceeds estimates, the remaining property owners would be responsible for any cost overages. Again, this is a concept that has not yet been finalized, but is being developed. **THIS IS NOT A CITY CONTRACT, IS NOT A CITY PROJECT, BUT THE $80,000 REPRESENTS A FIXED**

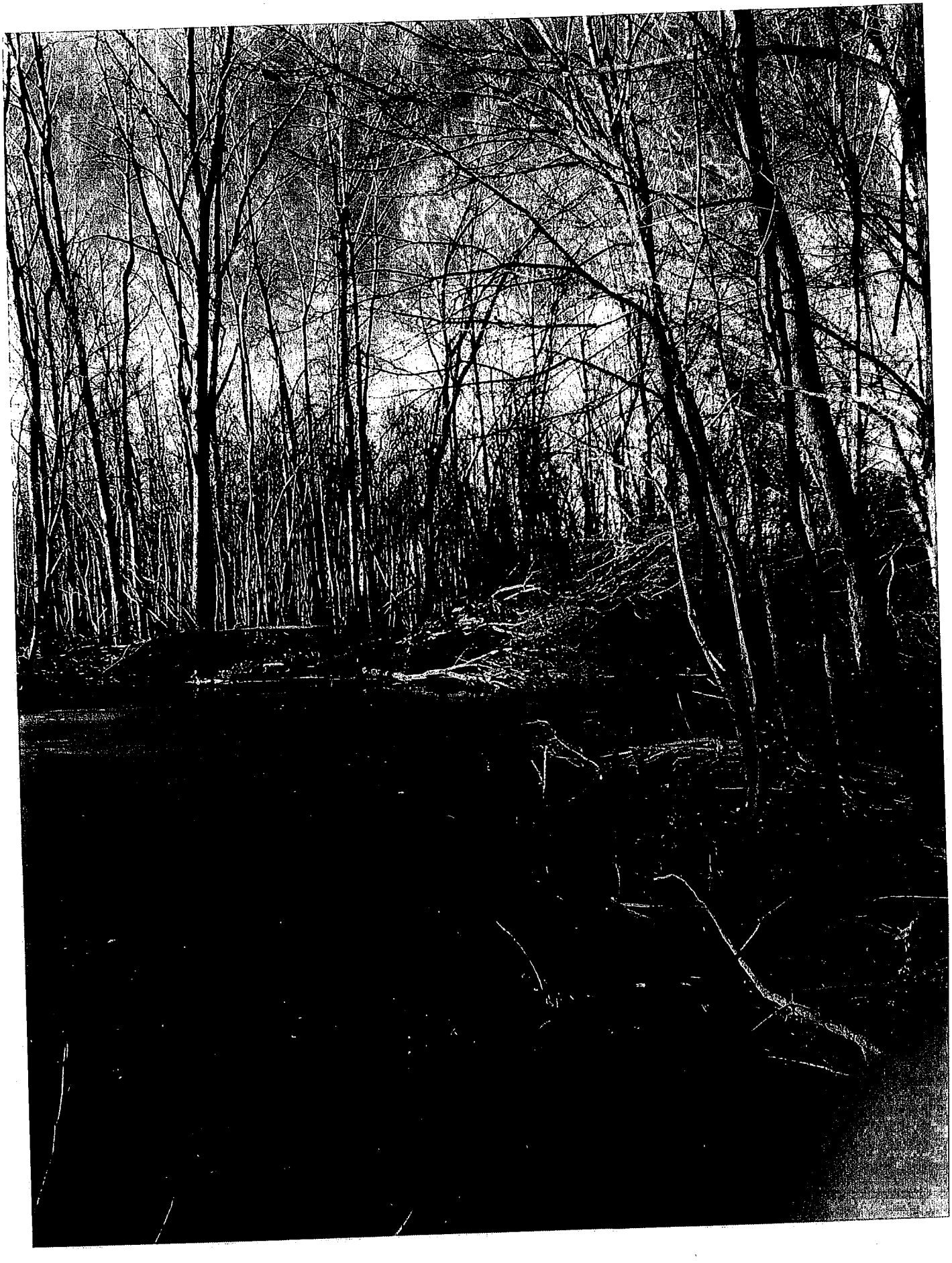
COST CONTRIBUTION FROM THE CITY BASED ON A PRO-RATA SHARE OF THE TOTAL PROJECT COST. THE CITY WILL ASSUME NO FURTHER RESPONSIBILITY FOR THE REPAIR OF THE AGRICULTURAL LEVEE, AND IT WILL BE THE RESPONSIBILITY OF THE GROUP OF PROPERTY OWNERS TO COMPLETE THE WORK.

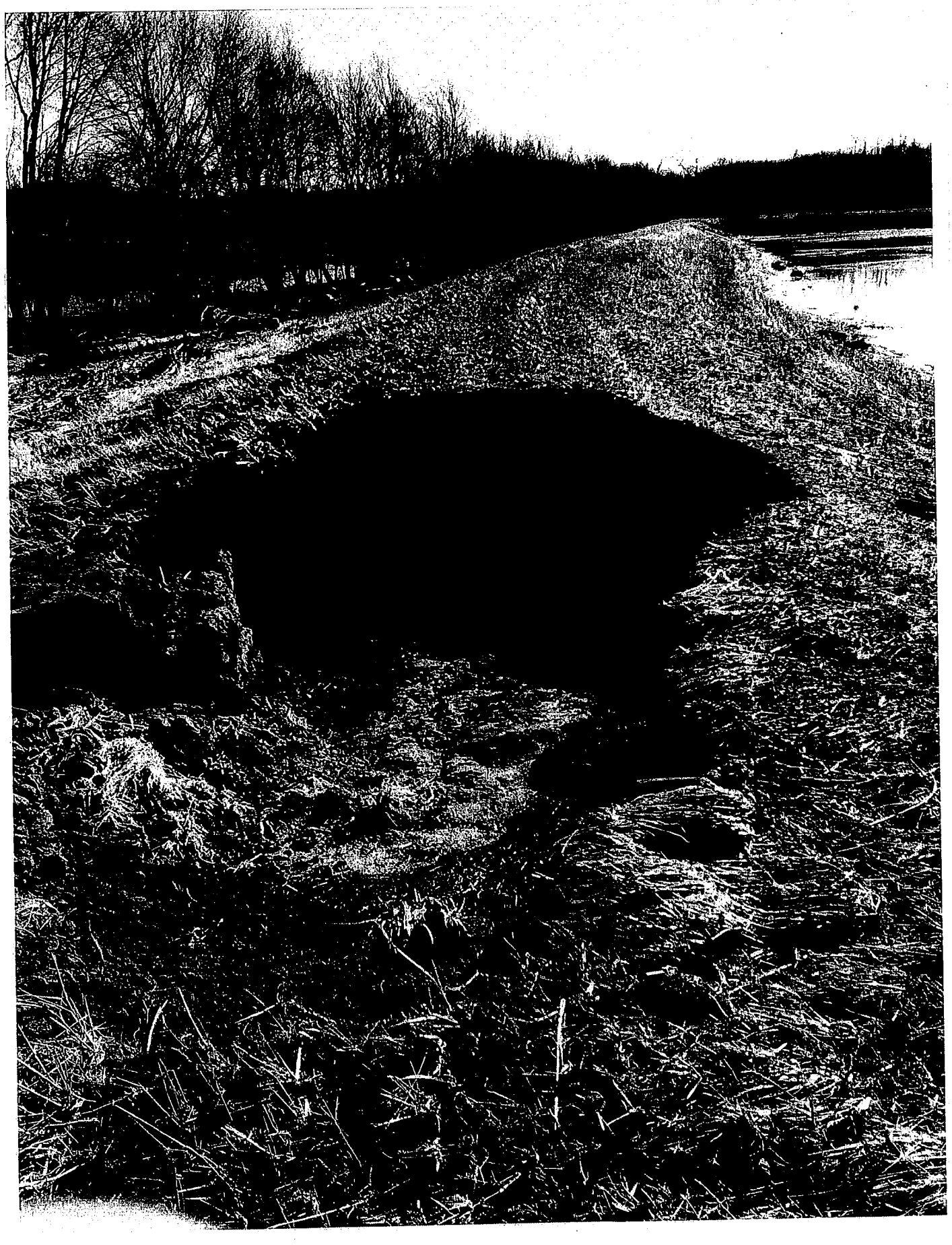
As previously described, this repair work and restoration of the agricultural levee is time sensitive. Assuming the repair strategy and the financial contributions are finalized in a favorable manner, similar to those I've described above, I would move forward to authorize this expenditure under the emergency procurement provisions of the City's Purchasing Manual. The Purchasing Manual allows me to authorize the work so long as the expenditure is reported to City Council at its next meeting. . Obviously, at this time of year, the potential of spring rains and the resultant damage which could occur at the CVAC and Rivers Edge Park provide every motivation to promptly repair the agricultural levee in order to prevent additional flooding.

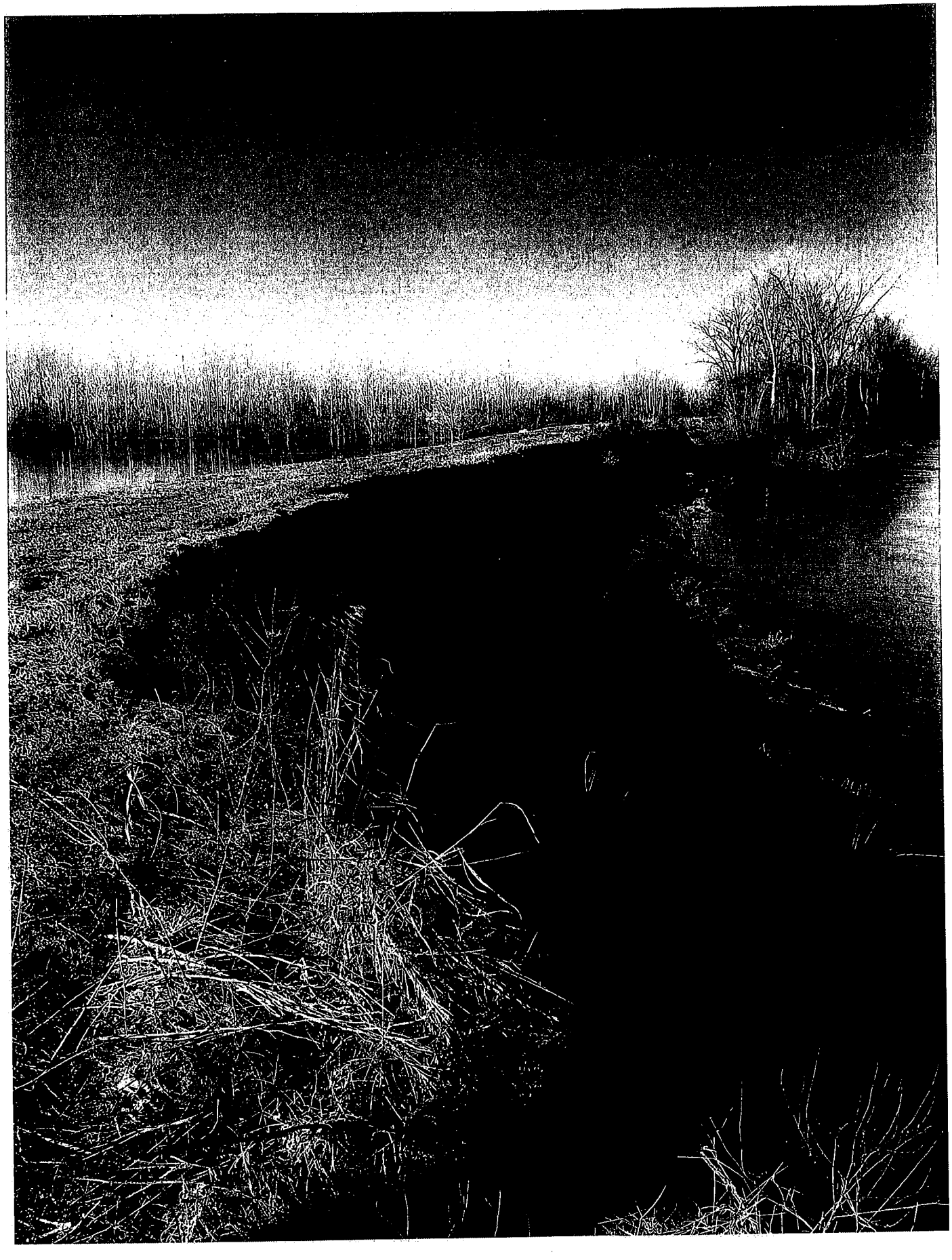
I expect the construction and financial details to be worked out within the next two weeks, and that all affected parties will want the work to start immediately, very early in April. This will necessitate that the repair work will have to be authorized prior to the April 20th Council meeting.

So, while I have not exercised the emergency procurement provisions as of yet, I am letting you know that I expect to do so as soon as the construction and financial details are finalized, so long as they are sound and favorable to the City. **I want to provide you an early explanation and an opportunity to object if you do not concur. If there is any hesitancy or belief that this is not a viable emergency strategy, I will act accordingly.** I've provided a few photos and repair details in case you have any interest.

I AM AWAITING A FORMAL PROPOSAL FROM THE LEVEE DISTRICT WHEREIN THE PROPERTY OWNERS HAVE AGREED TO THE TERMS DESCRIBED ABOVE, THE LEVEE DISTRICT AGREES TO PERMIT, COORDINATE, SUPERVISE AND INSPECT THE WORK, AND ACT AS A DISBURSING AGENT ON BEHALF OF THE CITY AND LEVEE DISTRICT. I EXPECT THAT WITHIN A COUPLE OF DAYS. I WILL KEEP YOU ALL POSTED.







Mike Geisel

From: Human, David <David.Human@huschblackwell.com>
Sent: Friday, April 01, 2016 3:14 PM
To: Mike Geisel
Subject: EMERGENCY AGRICULTURAL LEVEE REPAIRS
Attachments: SLC-#7847491-v1-MCLD_-_Executed_Letter_to_AJ_Brown_re_Ag_Levee_Repairs.PDF

Mike:

As you know, the December 2015 storm event caused significant damage to the agricultural levee north of the main Monarch-Chesterfield Levee within Chesterfield Valley. The damage generally falls within two categories: (i) an approximately 300 feet area of the agricultural levee breached on the U.S. Fish & Wild life property resulting in a large gap in the levee, and (ii) there is significant scouring along a 1,700 foot long stretch of the agricultural levee east of the washed out area. In light of the above, there is no flood protection provided to this area. Given the immediate need to have this damage repaired, the property owners whose properties are protected by the agricultural levee met on several occasions in February and March of 2016 to discuss a procedure for moving forward with repairs.

The agricultural levee is not owned or maintained by the Monarch-Chesterfield Levee District, but is the responsibility of the group of property owners which own property for which it provides protection. Both the City of Chesterfield and the Monarch- Chesterfield Levee District each own properties which are protected by the agricultural levee. Although the agricultural levee is not currently maintained by the Monarch-Chesterfield Levee District, the levee district acknowledges this is an emergency situation and is in the best interest of the levee district and the City of Chesterfield to assist with the repair efforts. Not only is the agricultural levee important in keeping floodwaters away from the Monarch-Chesterfield levee, it also provides substantial protection for the lands between the river and agricultural levee. It is also understood that while the agricultural levee is not actually a levee district responsibility, the Levee District has unique expertise, resources, and capabilities that are critical in the permitting and repair of the agricultural levee. For that reason, the levee district attended the meetings of the property owners and has applied for permits from both U.S. Fish & Wildlife and the Corps of Engineers to allow the repair work to be completed. The U.S. Fish & Wildlife permit has been granted and we anticipate the Corps permit will be granted in the next few weeks.

Given several of the property owners are involved in the construction industry, the property owners have sought proposals utilizing their own resources and contacts, which are included in the attached documents. Ultimately, it is estimated the repair of the 300 foot gap would cost approximately $50,000 and the repair of the scouring would cost approximately $375,000, resulting in cumulative costs in excess of at least $425,000. The levee district's engineer has reviewed those estimates and believes that they are conservative and likely on the low side. I have attached to this e-mail the plans and specs prepared by the landowners to complete each of the two projects.

During the most recent meeting of the property owners on March 11, 2016, the property owners proposed that they could contract directly for the completion of all the repair work if the levee district and the City would contribute $160,000 towards the repair costs, with the remainder of the repair costs to be paid by the property owners. The Board of Supervisors of the levee district is willing to contribute $80,000 towards the repairs costs and is requesting that the City of Chesterfield contribute the remaining $80,000 towards the repairs costs.

In addition to the fact the repairs are in the best interest of the levee district and the City, the levee district owns approximately 10% of the ground north of the Monarch-Chesterfield Levee and the City owns approximately 23% of the ground north of the Monarch-Chesterfield Levee. If the City is willing to participate in the costs and contribute $80,000, the levee district anticipates entering into a "contribution agreement" with the property owners whereby the levee district agrees to pay up to $160,000 towards repairs costs after each of the two projects is completed and as long as all work is completed in accordance with the attached plans and specs and all permits.

Please let me know if the City is willing to participate in the repair efforts and contribute to the levee district $80,000 towards the repair costs. I have attached for your reference a copy of the letter laying out the terms and conditions of the contribution. As I have mentioned previously, this situation is an emergency and in light of the upcoming flood season, please respond as soon as possible. If you have any questions or need any additional information, please let me know. As noted above, given the emergency situation, the repairs will need to be completed as soon as possible.

Thank you.

David Human

From: Soval, Brennen
Sent: Friday, April 01, 2016 2:22 PM
To: 'Andrew J. Brown (Andrew@AJBrown.com)'
Cc: Human, David
Subject: MCLD - Cost Contribution Letter

Andrew,
On behalf of the Monarch-Chesterfield Levee District I deliver the attached letter regarding the terms and conditions of the District's contribution towards costs for the agricultural levee repairs which you are undertaking.

Please also find attached the permit we received from Fish & Wildlife.

We do not yet have the USACE permits, but will forward the same to you upon our receipt. We expect to receive the USACE permit for the work you will perform on the Fish & Wildlife parcel in the next couple of days. Unfortunately, however, we do not expect to receive the USACE permit for the work you will perform on the parcels owned by you and Graeler for at least 30 days.

Please call me if you have any questions.

Brennen D. Soval
Partner

HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105-3433
Direct: 314.480.1763
Fax: 314.480.1505
Brennen.Soval@huschblackwell.com
huschblackwell.com
View Bio | View VCard

Named a first-tier national real estate law firm by* U.S. News-Best Lawyers *in 2016.

HUSCH BLACKWELL

David R. Human
Partner

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.480.1710
Fax: 314.480.1505
david.human@huschblackwell.com

April 1, 2016

VIA E-MAIL

AJ Brown
635 Trade Center Blvd.
Chesterfield, MO 63005
Attn: Andrew Brown

Re: Contribution to Agricultural Levee Repairs

Dear Andrew:

As you know, this Firm represents the Monarch-Chesterfield Levee District ("Levee District"), and we have been asked to deliver this letter to you as evidence of the Levee District's commitment, subject to the conditions below, to contribute $160,000 towards the costs of repairing the agricultural levee on the terms provided below. The Levee District acknowledges the December 2015 rain storms resulted in damage to the agricultural levee generally falling within two categories: (i) an approximately 300 feet area of the agricultural levee breached on the U.S. Fish & Wild life property resulting in a large gap in the levee, and (ii) significant scouring along a 1,700 foot long stretch of the agricultural levee east of the washed out area.

During a series of meetings that occurred in February and March of 2016 between several of the property owners whose properties are protected by the agricultural levee, including the Levee District, it was concluded the most efficient manner to complete the needed repair work would be for the property owners to contract directly for the repair work to be completed. As a result of those conversations, we understand you have obtained bids from several contractors to complete the repairs and that several property owners have offered to utilize their own contacts and resources. Additionally, the Levee District has been provided the plans and specs attached to this letter as Exhibit A identifying the type and scope of work to be completed to address the two categories of needed repair work (the "Plans").

Based upon previous communications to date between you and the Levee District, the Levee District is willing to contribute $160,000 towards the agricultural levee repair work on the following terms and conditions:

1. All repair work must be completed strictly in accordance with the Plans by no later than September 30, 2016. To the extent there is any change in the Plans or

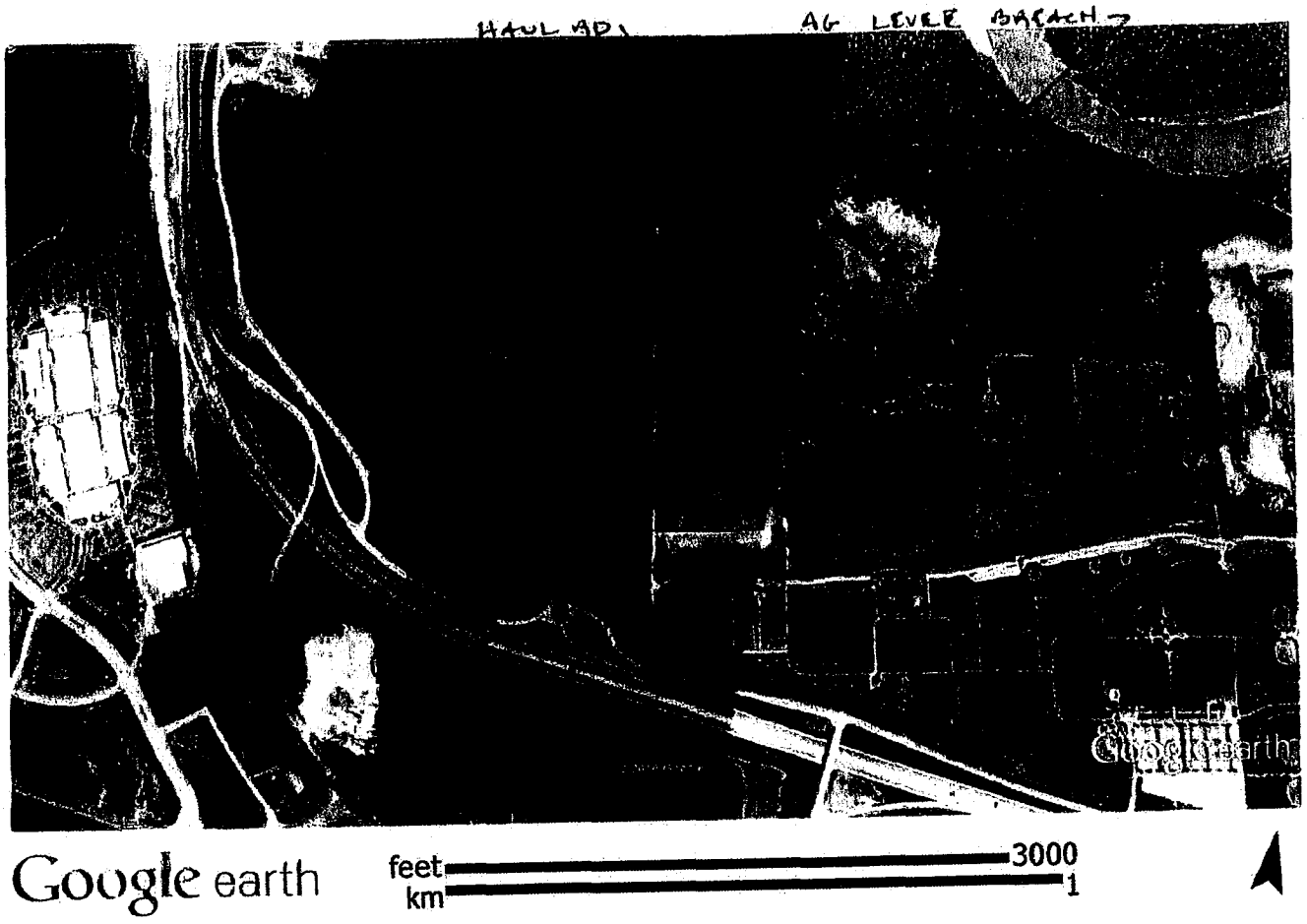
the work needed, such change is subject to the approval of the Levee District in their sole discretion.

2. No repair work shall be completed until a permit is obtained from the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service and any other governmental body having jurisdiction to grant a permit for the completion of the work. All work shall be completed in accordance with the requirements of all permits.
3. The Levee District's obligation to contribute the $160,000 is subject to the City of Chesterfield depositing with the Levee District $80,000 to be used towards the agricultural levee repairs and included in the amount of the Levee District's total contribution of $160,000.
4. Each of the owners of those properties protected by the agricultural levee shall grant to the Levee District an agricultural levee easement in the form attached to this letter as Exhibit B spanning 40-feet from the centerline on each side of the agricultural levee. The Levee District will pay the costs of surveying the area over which an easement is to be granted, but will not pay any additional consideration for the granting of the easements.
5. Assuming all other terms and conditions are complied with, the Levee District will contribute (a) $50,000 upon completion of repairs for the approximately 300 foot breach on the U.S. Fish & Wildlife property; and (b) $110,000 upon completion of repairs for the scouring along the approximately 1,700 lineal feet of the agricultural levee east of the breach.

If you have any questions regarding this letter or the terms and conditions of the Levee District's contribution towards the agricultural levee repair costs, please contact the Levee District's attorney, David Human, at (314) 480-1710.

Sincerely,

David Human
Partner



PROJECT : REPAIR AG LEVEE BREACH

1. USE LEVEE DISTRICT BORROW SITE

2. PREPARE BREACH TO RECEIVE FILL

3. RELOCATE FILL DIRT & PROPERLY COMPACT

4. CONSTRUCT & MAINTAIN HAUL ROAD ; RESTORE TO ORIGINAL CONDITION UPON COMPLETION

5. OVER FILL BREACH BY 1 FT IN ALL DIRECTIONS TO ALLOW FOR SUBSIDENCE

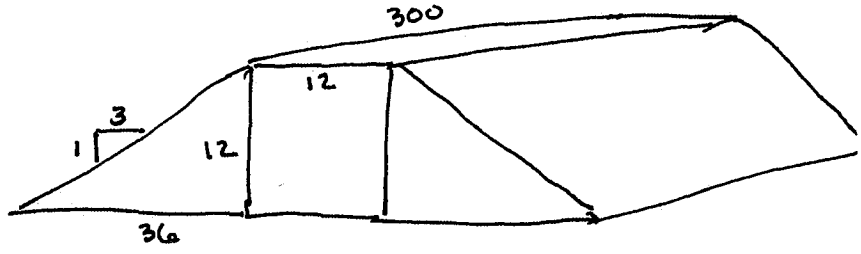
6. SEED AND STRAW REPAIRED AREA.

7. QUESTIONS : CALL ANDREW BROWN 314 575 1568

A J BROWN ROUGH ESTIMATE

FOR LEVEE BREACH @ US FISH AND WILDLIFE

① VOLUME CALCULATION



VOLUME = 12' x 12' x 300 + 12' x 36' x 300 = 172,800 CF = 6400 CY

② UNIT PRICE TO HAUL

- ASSUME 3 CHALLENGERS W/ DBL PAN SCRAPERS
- ASSUME 3 TRIPS /HR
- ASSUME CHALLENGER RATE @ 200 $/hr
- ASSUME EACH PAN HOLDS 10 CY

UNIT PRICE = 200 $/hr ÷ 60 CY/hr = 3.33 $/CY

③ ROUGH ESTIMATE

MOVE DIRT : 6400 CY x 1.15 SWELL x 3.33 $/CY =	24,508
PREP, PLACE, CLEAN-UP : DOZER 9 DAYS @ 175 $/hr =	12600
HAUL RD MISC :	3000
SEED & STRAW :	3000
CONTINGENCY @ 10%	4311
ROUGH ESTIMATE =	$ 47,419

Howell & Sons Excavating, Inc.

185 Holden Road
Defiance, MO 63341

Phone: (636) 798-2498 Fax: (636) 798-2524

PROPOSAL SUBMITTED TO	PHONE	DATE
Andrew Brown		February 16, 2016
STREET	JOB NAME	
	Chesterfield Ag Levee Repair	
CITY, STATE, ZIP CODE	JOB LOCATION	
	ATTN TO	

Scope: Haul material from designated borrow site approx. 4300' to breach area in levee. Breach area to be prepared for fill, and installed in lifts until a 1' overbuild is accomplished. Haul route will be put back to original, but does not include any aggregate stone if required. Borrow area will be stripped of organics, but no other handling of material will be done to achieve a specific material type. Seeding areas will be contained to levee areas, not borrow.

Approx. 6500 c/y @ $6.90	$ 44,850.00
Seeding	$ 3,800.00
Total:	**$ 48,650.00**

Equipment to be used
Challengers with 2 pans $200/hr.
D6 $175/hr.
Estimated yards per day Approx. 700 c/y
Estimated time to complete 2 weeks

Excludes any permits, testing, or haul off of debris.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Forty Eight Thousand Six Hundred Fifty and ----------00/100

Payment to be made as follows:

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation.

Authorized signature: Brian Howell

Note: This proposal may be withdrawn by us if not accepted within 60 days

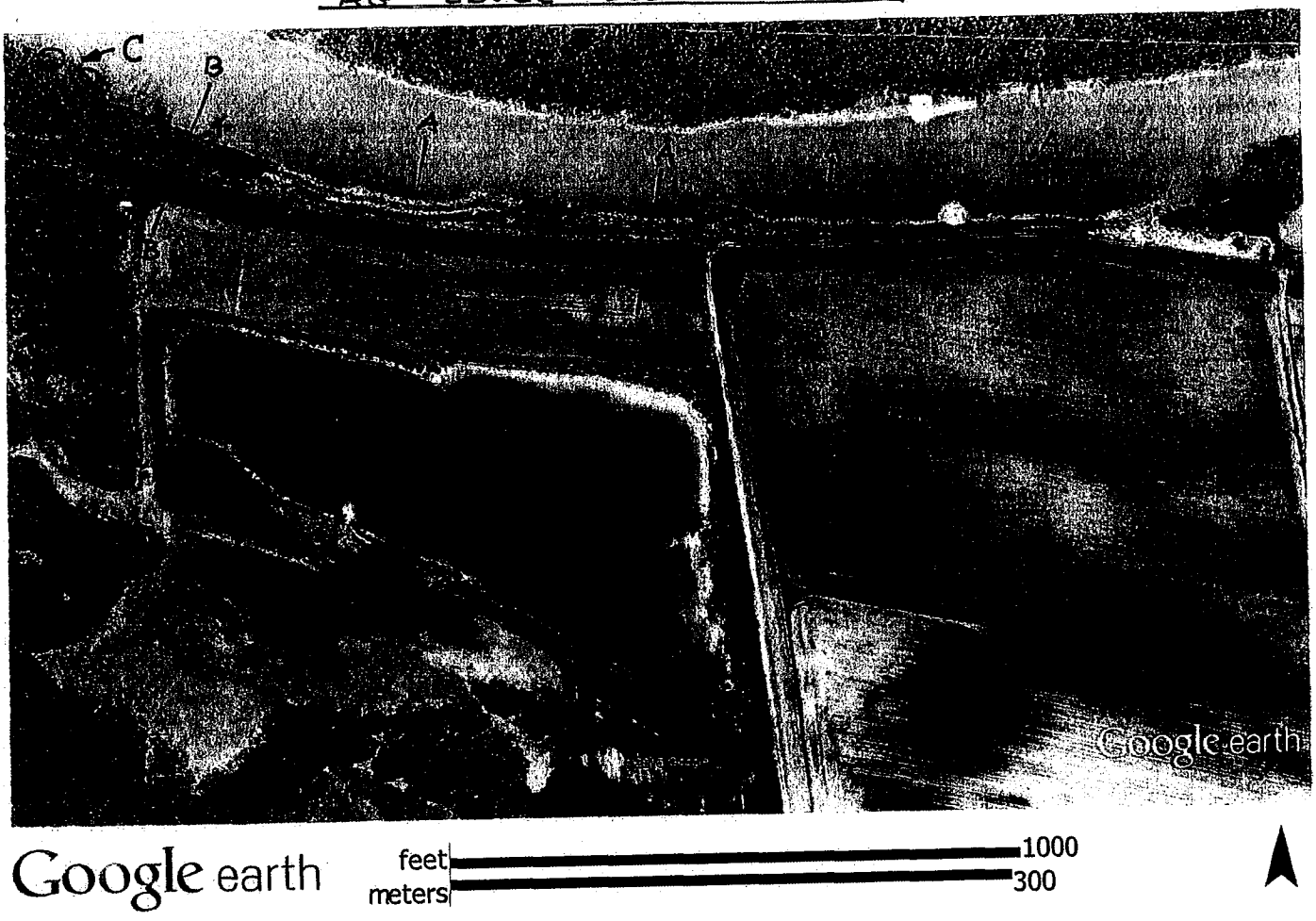
Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of acceptance: _____

Signature: _____

AG LEVEE SCOUR REPAIR 5/9/16



① REPAIR THE SCOURED SECTION OF LEVEE IN ACCORDANCE WITH THE ATTACHED DRAWINGS

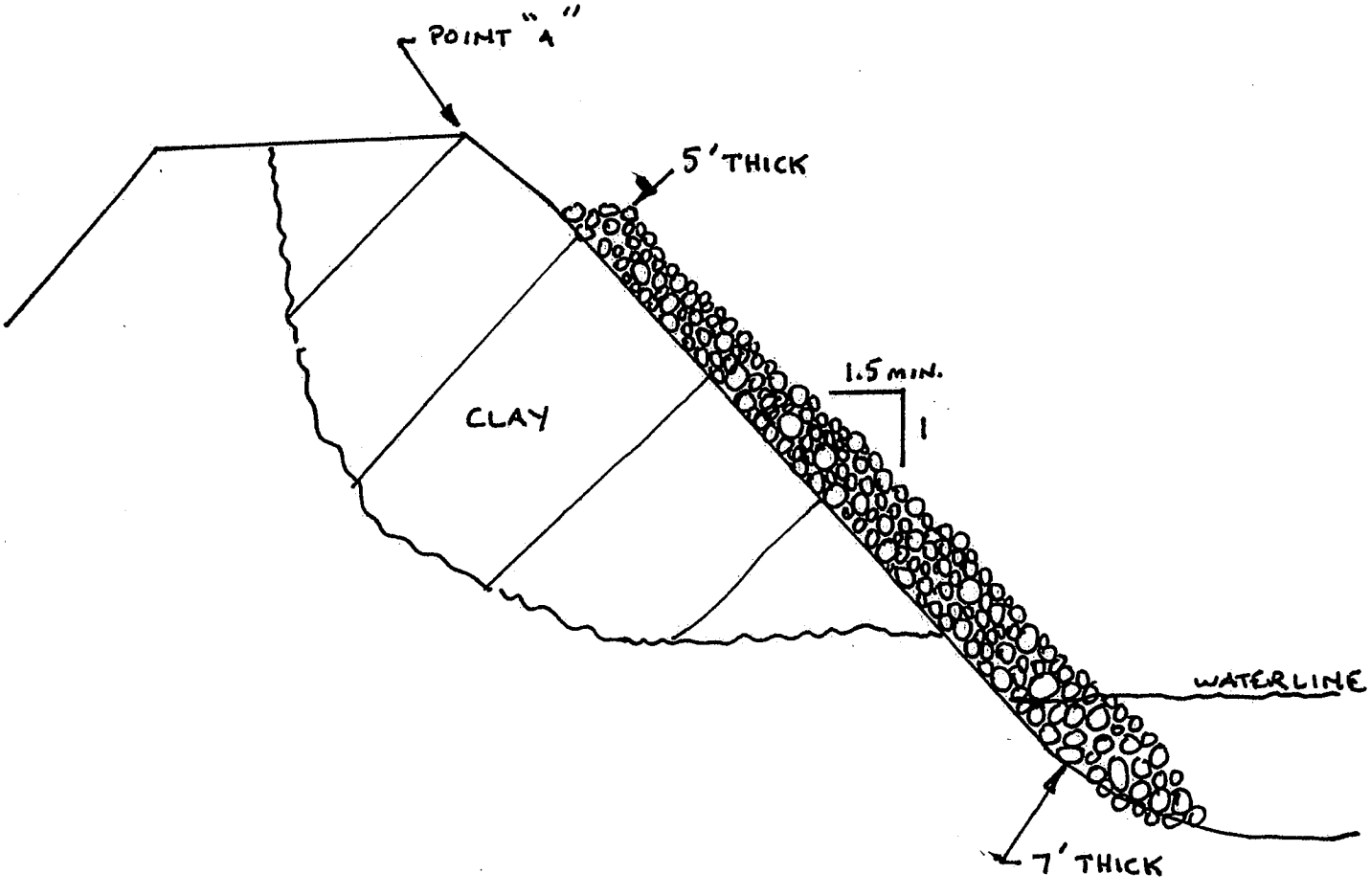
② DO NOT DISTURB THE EXISTING WEIR CONSTRUCTED BY THE ARMY CORP OF ENGINEERS.

③ IMPORT AND INSTALL A ROCK BLANKET LAYER FROM THE CHANNEL BASE UP APPROX 35 FT IN ACCORDANCE WITH THE ATTACHED DRAWINGS

④ IMPORT AND INSTALL CLAY AT SCOURED AREAS IN ACCORDANCE WITH THE ATTACHED DRAWINGS. RESTORE THE TOP OF THE LEVEE TO ITS ORIGINAL LOCATION PRIOR TO SCOURING.

⑤ IMPORT AND INSTALL TWO ROCK HARD POINTS ON THE WEST END AT THE BANK EROSION AREA AS INDICATED ON THE ATTACHED DRAWINGS.

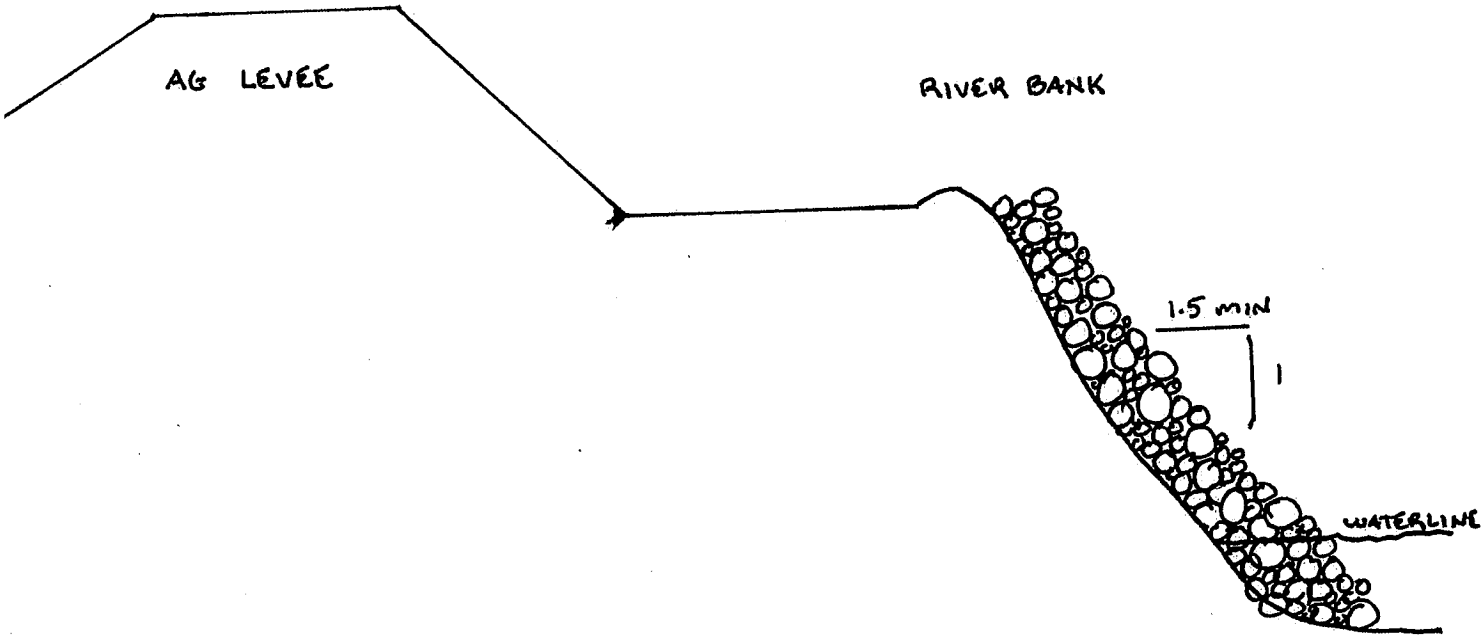
SECTION A-A



① INSTALL A COMPACTED CLAY LAYER AT SCOURED LEVEE. RESTORE POINT "A" TO ITS ORIGINAL LOCATION PRIOR TO SCOURING.

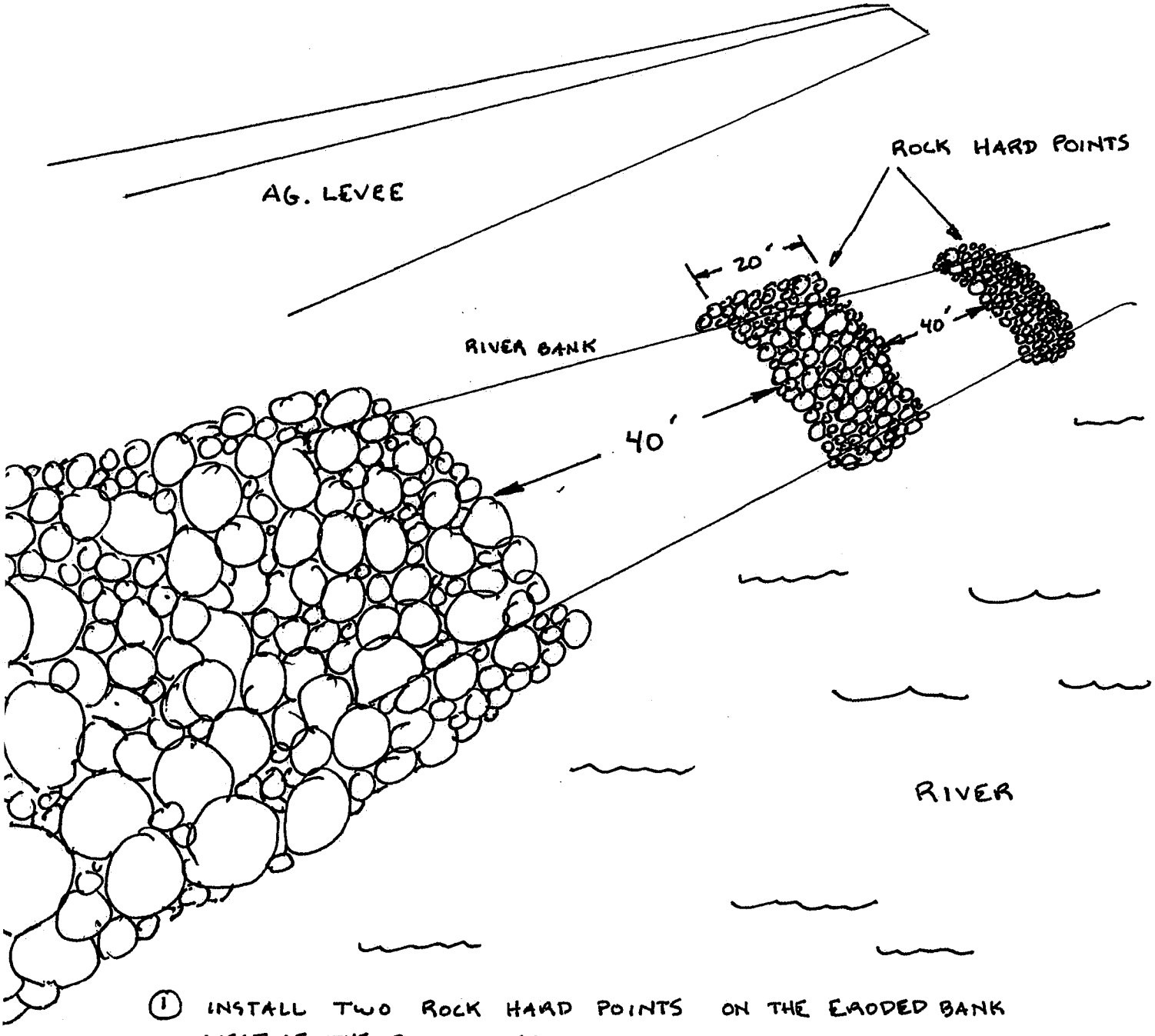
② INSTALL A CONTINUOUS ROCK BLANKET LAYER FROM THE CHANNEL BOTTOM UP APPROX. 35 FT. . TAPER ROCK LAYER FROM BOTTOM TO TOP.

SECTION B-B



(1) INSTALL ROCK BLANKET LAYER TO THE TOP OF THE RIVER BANK FOR APPROX. 200' PAST WHERE THE AG LEVEE SPLITS FROM THE RIVER BANK.

ELEVATION C



① INSTALL TWO ROCK HARD POINTS ON THE ERODED BANK WEST OF THE ROCK LAYER.

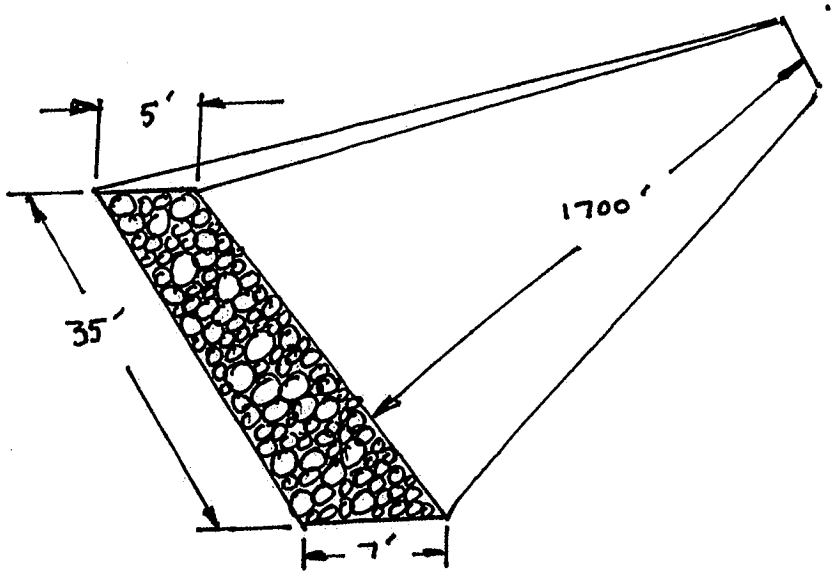
MATERIAL IMPORT QUANTITIES

① ROCK QUANTITY ESTIMATE

1700 LF × 35 LF × 6 FT AVG =

357000 CF ÷ 27 CF/CY =

13200 CY OR 19800 TON

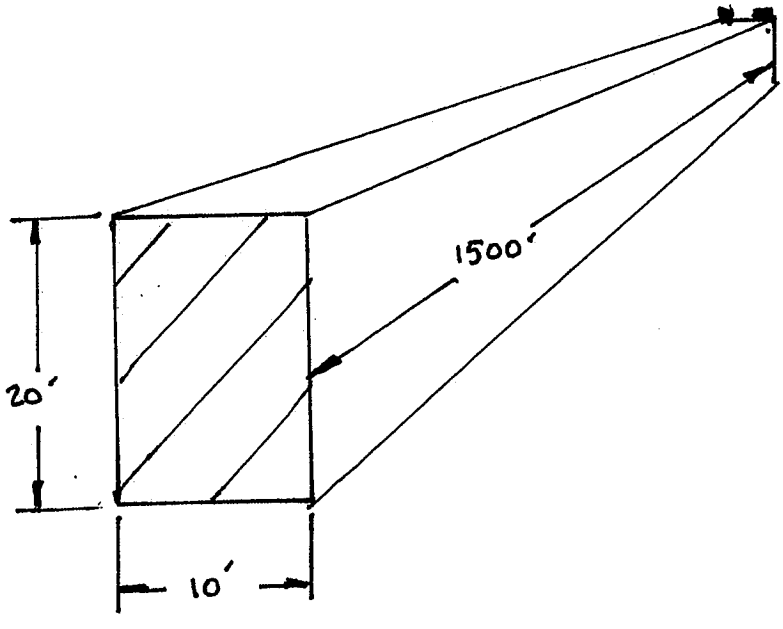


② CLAY QUANTITY ESTIMATE

1500 LF × 10 FT × 20 FT =

300,000 CF ÷ 27 CF/CY =

11,100 CY OR 16,650 TON



AG LEVEE SCOUR REPAIR ESTIMATE

① IMPORT FILL MATERIALS

SHOT ROCK : 19800 TON @ 12 $/TON = $ 237,600

CLAY : 11,100 CY @ 6 $/CY = 66000

$ 303,600

② LABOR TO INSTALL (ASSUME 15 WORKING DAYS)

EXCAVATOR : 225 $/HR × 8 HR/DAY × 15 DAYS = $ 27000

DOZER : 180 $/HR × 8 HR/DAY × 15 DAYS = $ 21600

LOADER : 165 $/HR × 8 HR/DAY × 15 DAYS = $ 19800

$ 68,400

③ SEED & STRAW : 4000

TOTAL : $ 376,000

POTENTIAL VALUE ENGINEERING SOLUTIONS PROVIDED BY LOCAL LAND OWNERS

① OBTAIN SHOT ROCK FROM UNDER THE BRIDGE PROJECT FOR THE COST OF TRUCKING. DUE TO TIMING AND NOT TO LOSE THIS OPPORTUNITY, ANDREW BROWN IS PURCHASING AND STORING THIS ROCK FOR USE ON THIS PROJECT. APPROX. 6000 CY OR 9000 TON FOR 30,000 (WHICH INCLUDES THE COST OF THE HAUL ROAD)

(2) OBTAIN SHOT ROCK FROM A LOCAL LAND OWNER CONTRACT DIVERTED TO THE SCOUR AREA (TIME IS OF THE ESSENCE). APPROX. 7200 CY @ 5 $/LOAD EQUALS $ 3,600

(3) OBTAIN CLAY FROM A LOCAL LAND OWNER CONTRACT DIVERTED TO SCOUR AREA. (TIME IS OF THE ESSENCE). APPROX. 11,100 CY × 5 $/LOAD = $5550

(4) THERE ARE ADDITIONAL LOCAL LAND OWNER POTENTIAL SAVINGS IN THE EVENT (2) AND (3) ABOVE DO NOT WORK OUT. BUT IT WILL COST MORE THAN (2) AND (3) ABOVE.

REVISED TOTAL USING "BEST CASE" LOCAL LAND OWNER VALUE SOLUTIONS.

MATERIAL : 30,000 + 3600 + 5550

LABOR : 68400

SEED : 4000

REVISED TOTAL = $ 111,550

HUSCH BLACKWELL

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Agricultural Levee Easement Deed

DATE OF DOCUMENT: _____, 2016

GRANTOR(S): _____
Mailing Address: _____
_____

GRANTEE(S): **Monarch-Chesterfield Levee District**
Mailing Address: c/o Husch Blackwell LLP
190 Carondelet Plaza, Suite 600, Clayton MO 63105

PROPERTY ADDRESS:

LEGAL DESCRIPTION: See Exhibit A

REF. BOOK & PAGE: **N/A**

This document was prepared by
and after recording return to:
Husch Blackwell LLP
Attention: David Human
190 Carondelet Plaza, Ste 600
St. Louis, MO 63105

AGRICULTURAL LEVEE EASEMENT DEED

THIS AGRICULTURAL LEVEE EASEMENT DEED (this "Easement Deed") is made and entered into this _____ day of _____, 2016, by and between _____ ("Grantor"), and the MONARCH-CHESTERFIELD LEVEE DISTRICT, a Missouri levee district organized under Chapter 245 RSMo. (2013), and its successors and assigns ("Grantee"). The Grantor hereby gives, grants, extends, confers, declares and establishes the following easement, rights and obligations running to the benefit of Grantee:

SECTION I
GRANT OF PERMANENT EASEMENT

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, extends, confers, declares and establishes to Grantee and its successors and assigns, a perpetual and assignable right and easement to construct, maintain, repair, operate, patrol and replace a flood protection levee, pump station, storm water drainage improvements, including all appurtenances thereto, and a seepage berm, together with a right of ingress and egress over, upon and across the areas described in **Exhibit A** and depicted in **Exhibit B** attached hereto (the "Agricultural Levee Easement"); reserving however, to the Grantor, and its heirs, successors and assigns, all such rights and privileges in the easement area as may be used without interfering with or abridging the rights and easement hereby acquired. The Agricultural Levee Easement Granted in this Easement Deed shall be perpetual and run with the land.

SECTION II
ASSIGNMENT

Grantee may transfer or assign its rights hereunder to any successor levee or drainage district, the State of Missouri, County of St. Louis, Missouri or to any other state or federal political subdivision or district.

SECTION III
CONSTRUCTION/BINDING EFFECT

This Easement Deed has been made and entered into in the County of St. Louis, State of Missouri, and shall be construed in accordance with the laws of the State of Missouri. The Easement Deed shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

[signature page to follow]

IN WITNESS WHEREOF, this Agricultural Levee Easement Deed is executed on the day and year first above written.

GRANTOR:

_____

By: _____
Name: _____
Title: _____

STATE OF _____)
) **SS.**
COUNTY OF _____)

On this __ day of _____, 2013, before me personally appeared_____ _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

_____

(SEAL)

BID RESULTS – RIVER VALLEY DRIVE STREET CLOSURE

As detailed in the enclosed memorandum prepared by Jim Eckrich, Public Works Director – City Engineer, bids were received and publicly opened for construction of the **CLOSURE OF RIVER VALLEY DRIVE**.

Based upon a review of the information contained within said memo, I join with Mr. Eckrich in recommending acceptance of the lowest and best bid to Krupp Construction in an amount not to exceed $155,000. Please note that approval of this contract must also be accompanied by a motion to transfer $155,000 from General Fund – Fund Reserves as previously recommended by City Council. In addition, Staff is recommending that City Council pass/approve Bill No. 3079 which restricts parking along River Valley Drive due to the narrow roadway and vertical curbing (See LEGISLATION). Finally, the River Bend Association is proposing to pay for the fabrication of a plaque honoring the former Mayor and Councilmember, Nancy Greenwood. It is Staff's understanding that the plaque would then be installed on one of the fence sections to be constructed adjacent to the closure gate itself.

As you may remember, this recommendation was originally on the 3/21/2016 agenda but was held due to concerns regarding the ability of the River Bend Trustees to convey the property rights associated with this project.

I recommend that this item continue to be held until the next Council meeting on May 2nd, such that an executive session can be scheduled to discuss the project.

To summarize, City Council is being asked to take the following actions at Wednesday's meeting:

- **Approve award of a contract to Krupp Construction, in an amount not to exceed $155,000.**
- **Approve transfer of $155,000 from the General Fund – Fund Reserves**

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

BID RESULTS – RIVER VALLEY DRIVE CLOSURE

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for construction of the **CLOSURE of River Valley Drive**. Based upon a review of the information contained within said MEMO, I join with Mr. Eckrich in recommending award of a contract to **Krupp Construction, in an amount-not-to-exceed $155,000.** Please note that approval of this contract must also be accompanied by a motion to **transfer $155,000 from General Fund – Fund Reserves**, in order to fully-fund this project. In addition, Staff is recommending that City Council pass/approve **Bill No. 3079** (See **LEGISLATION**). Finally, the River Bend Association is proposing to pay for the fabrication of a plaque, honoring former-Councilmember Nancy Greenwood. It is Staff's understanding that the plaque would then be installed on one of the fence sections to be constructed adjacent to the closure gate itself.

To summarize, City Council is being asked to take the following actions, at Monday's meeting:

- **Approve award of a contract to Krupp Construction, in an amount-not-to-exceed $155,000**
- **Approve transfer of $155,000 from General Fund - Fund Reserves**
- **Approve placement of a plaque on one of the sections of fence, located within City right-of-way, adjacent to the closure gate**

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

DATE: March 14, 2016

TO: Michael G. Herring
City Administrator

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

RE: River Valley Drive Closure

As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of $155,000, which includes the low bid amount of $140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac. (SEE BILL # 3079)

The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

Action Recommended

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of $155,000 from General Fund – Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence: Craig D. White

Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

✓MGH
3/15/16

INSTALL PERMANENT DEAD END SIGN (W14-1) BEFORE RAILROAD TRACKS (SUBJECT TO APPROVAL BY MARYLAND HEIGHTS)

ASPHALT SWALE TO BE REMOVED AND REPLACED WITH ROCK LINED SWALE

PROPOSED RIGHT-OF-WAY

CONSTRUCTION LIMITS

INSTALL GATE @4300+20.5

STOP PAVEMENT @4200+91

CHESTERFIELD CITY LIMITS

DO NOT DISTURB EXISTING ASPHALT PAVEMENT

CULVERT PEDESTRIAN FENCING

N/F
SAMUEL E. AND ANGELA P. JONES

LOT 76
16Q530212

5' DRAINAGE ROCK LINED SWALE

N/F
ALL RECORD LOT OWNERS OF RIVER BEND ESTATES ADDITIONS 1 & 6
16Q530197

PT. OF COMMON LANDS OF RIVER BEND ESTATES 1ST ADDITION

COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BK. 16463, PG. 1857

PROPOSED TREE PROTECTION FENCING

PROPOSED TEMPORARY CONSTRUCTION LICENSE AREA

COLORED CONCRETE ISLAND WITH 6" CURB

PROPOSED RIGHT-OF-WAY

NEW 7" PCC PAVEMENT

N/F
RBB & TC
16Q530197

17814 / 2321
PT OF LOT 4 OF SUBDIVISION OF LANDS OF JACOB STUDT JR

COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BK. 14259, PG. 435

CONSTRUCTION LIMITS

NEW ROCK LINED SWALE TO TIE INTO ASPHALT DRAINAGE SWALE

START NEW PAVEMENT @4100+44

UNDERGROUND CHARTER LINE DO NOT DISTURB

EXISTING ASPHALT PAVEMENT

EXISTING RIGHT-OF-WAY

INSTALL PERMANENT DEAD END SIGN (W14-1)

INSTALL DEAD END SIGN WITH ARROW AT RIVER VALLEY DRIVE AND RIDGECREST DRIVE

RIVER VALLEY DRIVE (SOUTH)

R54' R44' R42.00' R63.31' R45' 25.98' 25.90' 10' 20'30'

4300+64 4300+00 4200+00 4100+00

LEGEND

EXISTING

- IRON PIN FOUND
- CONCRETE MONUMENT FOUND
- BENCHMARK
- GAS VALVE
- SANITARY CLEANOUT
- SANITARY MANHOLE
- SIGN
- YARD LIGHT
- UTILITY POLE
- GUY WIRE
- STORM CATCH BASIN
- FIRE HYDRANT
- WATER VALVE
- CONIFEROUS TREE
- STUMP
- DECIDUOUS TREE
- EXISTING RIGHT OF WAY
- EXISTING LOT LINE
- EXISTING EASEMENT
- CENTERLINE
- WATERLINE
- SANITARY SEWER LINE
- GAS LINE
- OVERHEAD ELECTRIC
- STORM SEWER LINE
- TREE LINE
- VEGETATION LINE
- RAILROAD
- 491 MINOR CONTOUR
- 490 MAJOR CONTOUR

PROPOSED

- 490 PROPOSED CONTOUR
- PROPOSED CONCRETE
- DRAINAGE V-DITCH WITH RIP-RAP MATERIAL
- PROPOSED WHITE STRIPE
- PROPOSED YELLOW STRIPE

1":25'

20' 0' 20'

PRELIMINARY SITE PLAN
NOVEMBER 4, 2015

CITY OF CHESTERFIELD
DEPT. OF PUBLIC SERVICES
690 CHESTERFIELD PARKWAY WEST
CHESTERFIELD, MO 63017
PH. 636-537-4700
FAX. 636-537-4798

RIVER VALLEY DRIVE IMPROVEMENT
2015-PW-14
RIVER VALLEY DRIVE CLOSURE

CHRISTOPHER KRUEGER
PE-2014016972

A. HRENAK

SHEET TITLE:
PROPOSED SITE PLAN

SHEET NO
C3

OLIVE BLVD

MEMORANDUM

DATE: March 14, 2016

TO: James Eckrich, Public Works Director/City Engineer

FROM: Chris Krueger, Civil Engineer

RE: 2015-PW-14 River Valley Drive Closure Project - Construction Contract

---

As you know, bids were publicly opened for the River Valley Drive Closure Project. This project will consist of a roadway gate, fencing, the addition of a cul-de-sac, and the replacement of approximately 200 LF of pavement on River Valley Drive. The project plans and specifications were completed by City Staff.

Staff opened bids on March 8, 2016 at 10:00 am for the project. Three bids were received. The three responsive bidders were Krupp Construction, RV Wagner, and Spencer Contracting. Please see the attached Bid Tabulation for detailed information on each bid.

Krupp Construction provided the lowest responsive and responsible total bid of $140,281.55 (bid attached). With positive past project experience and favorable reference checks, I recommend the bid from Krupp Construction.

As part of this project, a parking restriction is proposed on both sides of River Valley starting at the City limits and terminating at a point 40 feet northwesterly of the south property line of River Valley Drive. This would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac.

I recommend requesting authorization to enter into an agreement with Krupp Construction to provide construction services for the River Valley Drive Closure Project in an amount not to exceed $155,000.00. This amount includes a modest contingency to account for any unforeseen conditions and/or additional work. I also recommend consideration of the attached ordinance to restrict parking on both sides of River Valley Drive at the gate and cul-de-sac.

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

Attachments: River Valley Drive Closure Project Bid Tabulation
Krupp Construction Bid
River Valley Drive Proposed Parking Restriction Ordinance
Memorial Graphic to Former Councilmember Nancy Greenwood

Cc: P-File: 2015-PW-14

City of Chesterfield

BID TABULATION
RIVER VALLEY DRIVE CLOSURE
2015-PW-14
March 8, 2016

				ENGINEER'S ESTIMATE		KRUPP CONSTRUCTION		R.V. WAGNER		SPENCER CONTRACTING	
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	$10,000.00	$10,000.00	$23,650.00	$23,650.00	$19,000.00	$19,000.00	$28,468.00	$28,468.00
2	Traffic Control	LS	1	$2,000.00	$2,000.00	$2,290.00	$2,290.00	$3,600.00	$3,600.00	$460.00	$460.00
3	Portable Changeable Message Sign-Rental	LS	1	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$2,400.00	$2,400.00	$4,000.00	$4,000.00
4	Tree Protection Fence	LF	220	$8.00	$1,760.00	$6.70	$1,474.00	$14.00	$3,080.00	$3.64	$800.80
5	Clearing and Grubbing	LS	1	$15,000.00	$15,000.00	$11,258.00	$11,258.00	$19,000.00	$19,000.00	$30,950.00	$30,950.00
6	Silt Fence	LF	160	$10.00	$1,600.00	$3.00	$480.00	$8.00	$1,280.00	$3.60	$576.00
7	Removal of Improvements	LS	1	$12,000.00	$12,000.00	$3,706.00	$3,706.00	$9,000.00	$9,000.00	$11,000.00	$11,000.00
8	Cul-de-Sac Embankment	CY	530	$35.00	$18,550.00	$26.30	$13,939.00	$24.00	$12,720.00	$14.32	$7,589.60
9	Geotextile Fabric	SY	845	$4.00	$3,380.00	$2.10	$1,774.50	$2.00	$1,690.00	$1.00	$845.00
10	Type 5 Aggregate Base (4' Thick)	SY	845	$8.00	$6,760.00	$9.65	$8,154.25	$8.00	$6,760.00	$6.24	$5,272.80
11	Concrete Pavement (7" Non-Reinforced)	SY	845	$40.00	$33,800.00	$47.15	$39,841.75	$47.00	$39,715.00	$57.88	$48,908.60
12	Type "A" Vertical Curb (Monolithic)	LF	110	$30.00	$3,300.00	$20.00	$2,200.00	$11.00	$1,210.00	$8.05	$885.50
13	Colored Concrete Pavement (5" Non-Reinfor	SY	107	$50.00	$5,350.00	$50.40	$5,392.80	$84.00	$8,988.00	$48.39	$5,177.73
14	Rock Lined Swale	LF	300	$24.00	$7,200.00	$22.30	$6,690.00	$30.00	$9,000.00	$27.34	$8,202.00
15	Aesthetic 42 inch Pedestrian Fence	LF	60	$155.00	$9,300.00	$120.00	$7,200.00	$130.00	$7,800.00	$130.00	$7,800.00
16	Barrier Roadway Gate	LS	1	$3,000.00	$3,000.00	$4,250.00	$4,250.00	$4,800.00	$4,800.00	$4,550.00	$4,550.00
17	Steel Bollard	EA	2	$1,000.00	$2,000.00	$600.00	$1,200.00	$1,100.00	$2,200.00	$650.00	$1,300.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	$1.25	$531.25	1.25	$531.25	$2.00	$850.00	$4.30	$1,827.50
19	Permanent White Pavement Striping, Paint	LF	400	$1.25	$500.00	1.25	$500.00	$2.00	$800.00	$4.30	$1,720.00
20	Permanent Street Signage	EA	5	$300.00	$1,500.00	350	$1,750.00	$450.00	$2,250.00	$375.00	$1,875.00
	TOTAL BID				**$141,531.25**		**$140,281.55**		**$156,143.00**		**$172,208.53**

BID FORM

BID TIME: 10:00 AM Prevailing Central Time
BID DATE: Tuesday, March 8, 2016

TO: THE CITY OF CHESTERFIELD

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

River Valley Drive Closure Project
2015-PW-14

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 reconstruction of approximately 200 LF of street pavement, installation of a cul-de-sac, a gate installation, and associated clearing and grading work as shown within the plans in accordance with the project specifications.

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

Bid submitted by:

Company Name: L.F. Krupp Construction Inc. dba, Krupp Construction

Address: 415 Old Steuben Rd

City, State: Ellisville, MO 63021

Phone number: 636-391-8844 Fax: 636-391-7544

E-mail address: markreizer@kruppmo.com

Type of Firm: Sole Partnership ____ Partnership ____
Corporation ✓ Other ____

Officer: Mark Reizer

Title: President

Signature: [signature]

Date: March 8, 2016

3/8/2016

ITEMIZED BID FORM

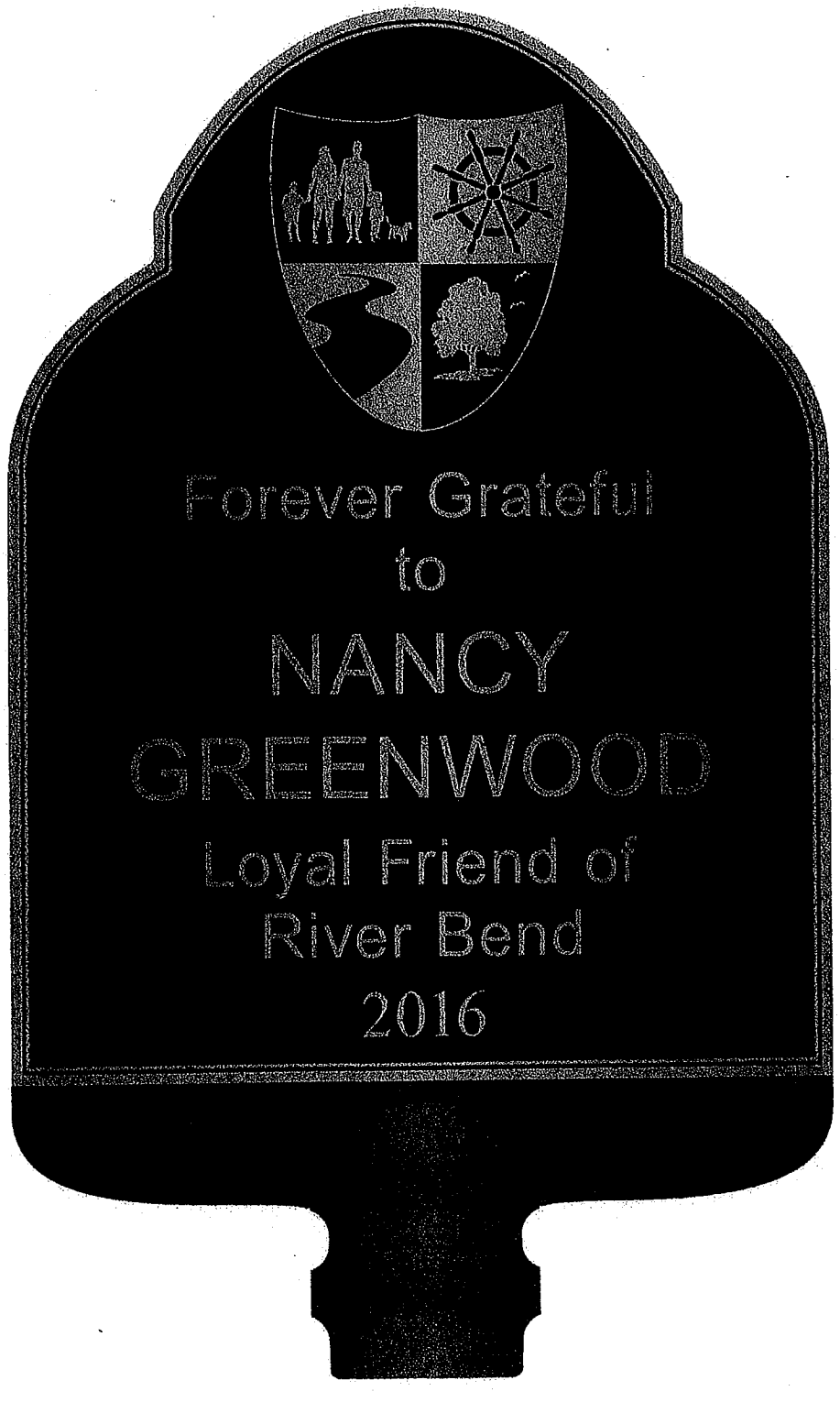
Item #	Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	23650.00	23650.00
2	Traffic Control	LS	1	2290.00	2290.00
3	Portable Changeable Message Sign, Rental	LS	1	4000.00	4000.00
4	Tree Protection Fence	LF	220	6.70	1474.00
5	Clearing and Grubbing	LS	1	11258.00	11258.00
6	Silt Fence	LF	160	3.00	480.00
7	Removal of Improvements	LS	1	3706.00	3706.00
8	Cul-de-Sac Embankment	CY	530	26.30	13939.00
9	Geotextile Fabric	SY	845	2.10	1774.50
10	Type 5 Aggregate Base (4" Thick)	SY	845	9.65	8154.25
11	Concrete Pavement (7" Non-Reinforced)	SY	845	47.15	39841.75
12	Type "A" Vertical Curb (Monolithic)	LF	110	20.00	2200.00
13	Colored Concrete Pavement (5" Non-Reinforced)	SY	107	50.40	5392.80
14	Rock Lined Swale	LF	300	22.30	6690.00
15	Aesthetic 42 Inch Pedestrian Fence	LF	60	120.00	7200.00
16	Barrier Roadway Gate	LS	1	4250.00	4250.00
17	Steel Bollard	EA	2	600.00	1200.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	1.25	531.25
19	Permanent White Pavement Striping, Paint	LF	400	1.25	500.00
20	Permanent Street Signage	EA	5	350.00	1750.00
				Total Bid	

$140,281.55

Submitted 3/8/16

John Miener
VP
Krupp Construction

8/27/04 form


Forever Grateful
to
NANCY
GREENWOOD
Loyal Friend of
River Bend
2016

PARKWAY
SCHOOLS
HIGHER EXPECTATIONS.
BRIGHTER FUTURES.

KEITH A. MARTY, Ed.D., Superintendent

✓MGH
3/3/16
cc: MAYOR/COUNCIL
GELSEL
EGERICH
O'ROURKE

February 25, 2016

Mike Herring, City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Mike,

The Parkway School District remains most concerned with the City of Chesterfield's decision to close River Valley Drive. As you know, should residential development occur within the Maryland Heights Bottoms, closure of this road would negatively impact our ability to transport students to the nearest elementary school, River Bend Elementary, which could significantly increase our costs.

It is our understanding that, in designing the closure of River Valley Drive, accommodations are being made for emergency vehicles, such as fire trucks and ambulances. However, drivers of such vehicles would be required to exit their vehicles in order to activate/open the "gate". School bus drivers simply cannot exit their vehicles. However, if the closure could be designed in such a manner to provide for electronic activation, then all those who, on occasion, would need to use River Valley Drive, including our school bus drivers, could do so without leaving their vehicles. We ask that consideration be given to designing/building the closure structures, with this in mind.

Given your planned retirement, as of March 31, 2016, I am asking that you forward this letter to the appropriate staff members and ask that they contact me directly, prior to any meetings when the closure of River Valley Drive will be discussed. This would specifically include any meetings during which action is contemplated, regarding construction contracts for the River Valley Drive closure. Before any final decisions are made, regarding the design and construction of this closure, I am requesting the opportunity, as Parkway's Superintendent, to address Chesterfield's Mayor and City Councilmembers, by way of endorsing the construction of a closure system with electronic activation, which would be used by our school bus drivers, in addition to those who drive fire trucks and ambulances. In the meantime, please forward a copy of this letter to your elected officials. I am happy to discuss my concerns with anyone, prior to any final decisions being made.

Thank you, Mike.

Sincerely,

Keith A. Marty, Ed.D.

C: Patty Bedborough, CFO
Bonnie McCracken, Principal, River Bend Elementary
Will Rosa, Director of Transportation

455 N. Woods Mill Road Chesterfield, MO 63017 (314) 415-8002 Fax: 415-8013 www.parkwayschools.net

Michael Herring

From:	Jim Eckrich
Sent:	Wednesday, March 16, 2016 10:12 AM
To:	Barry Flachsbart; Barbara McGuinness; Dan Hurt; Mike Casey; Elliot Grissom; Bridget Nations; Connie Fults; Bruce DeGroot; rsnation@aol.com
Cc:	Michael Herring; Mike Geisel; Aimee Nassif; Christopher Krueger
Subject:	River Valley Drive Closure
Attachments:	DOC031616.pdf

As directed by City Council, the Public Works division has been pursuing the closure of River Valley Drive just south of the Chesterfield City Limits. That project has been bid and consideration of approval of a construction project will be submitted to City Council as part of the March 21, 2016 meeting packet. Subsequent to the project being designed, Dr. Keith Marty, Superintendent of the Parkway School District, sent the attached letter, a copy of which should have been received by each of you. That letter reiterates Parkway's objection to the closure and requests that if such a closure is approved, that the gate be designed in such a manner that it can be electronically activated by the driver of a school bus.

The gate is currently designed as a manual gate that would have to be opened by the driver physically getting out of his/her car and unlocking the gate. This meets the requirements of the Monarch Fire Protection District and is similar to the design of other gates throughout the City. We anticipate that the gate would rarely be used and believe that this style of gate is appropriate given the current circumstances. That said, Dr. Marty's points are valid and the solution he proposes is possible. We believe an electronic / automatic gate could be designed and constructed for approximately $15,000 - $20,000. However, there are still questions as to whether the development of the Howard Bend area within the City of Maryland Heights will actually occur. Accordingly, I would recommend against the additional expenditure of an electronic gate at this time. If that area is developed and if the school district wants access through River Valley at that time, an electronic gate could always be added later. It is even possible (although not a certainty) that we could negotiate that the developer be required to pay a portion of the costs for the electronic gate.

We obviously value the relationship with Parkway School District. I have contacted Dr. Marty and explained the reasons behind the proposed closure. I explained that PPW and Council wanted to close River Valley prior to development of the Howard Bend Area to ensure that anyone buying property in that area would understand that access would not be provided via River Valley Drive. Dr. Marty understood this rationale and also questions whether the Howard Bend area will actually be developed with residential property. He understood that it may not be in the City's best interest to install an electronic gate at this time, but would like for the City to consider a gate modification if the Howard Bend area develops with residential property and the Parkway School District desires access through River Valley Drive.

I have discussed this matter with Mr. Herring and Mr. Geisel, and am providing you this email so you have all of the information prior to the City Council meeting on March 21. If you have questions or need additional information, please let me know.

James A. Eckrich, P.E.
Public Works Director / City Engineer
City of Chesterfield
(636) 537-4764

Michael Herring

From:	Mike Geisel
Sent:	Monday, March 21, 2016 12:41 PM
To:	Michael Herring; Harry O'Rourke
Cc:	Jim Eckrich
Subject:	RE: Send data from MFP-07137507 03/21/2016 09:19

One caveat, and I wish I was able to catch this before Harry sent out his letter.

But it should be made clear that this projects approval by council was predicated upon the Trustees assertion that they would provide the right of way and\or easements. If there is an effort to obtain concurrence of the multitude of property owners, that effort should be initiated by the trustees and not City staff. We have NO ability to initiate or undertake this level of effort.

-----Original Message-----

To begin with, having conferred with both Mr. Geisel and [illegible] time that this issue has been brought to our attention. However, having said that, Jim has confirmed to me that the easements that the Trustees signed over constitute the same property described in the general warranty deed and title report that the Shanfelds emailed you. **Based on that, it appears that the Shanfelds are correct - the Trustees did not have the power to grant the easements and the City does not have any interest in the property right now.** Since the Shanfelds indicate that they, at least, will not grant the easement to the City - the only way for the City to proceed at this point is (1) to try to get as many property owners to sign over easements to the City, and (2) to acquire the rest by way of a condemnation suit. I would think that the actual value to each individual household will be low, since all the lot owners own the property as tenants-in-common. However, it is the only way to proceed at this point based on the documents I have now reviewed. I am available to answer any questions you might have and am also prepared to discuss this, at tonight's City Council meetings.

Sincerely,

HAROLD V. O'ROURKE
Attorney at Law
Stewart, Mittleman & O'Rourke, L.L.C.
222 South Central Avenue, Suite 501
Saint Louis, Missouri 63105-3575
tel: (314) 863-8484
fax: (314) 863-5312
e-mail: horourke@smholaw.com

****

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Andrew B. Shanfeld and Beverly Shanfeld
171 Henning Drive
Chesterfield, Missouri 63017

✓MGH
3/21/16

March 21, 2016

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017
ATTN: Mike Herring, City Administrator

River Bend Estates
338 Ridge Trail Drive
Chesterfield, MO 63017
ATTN: Curt Wintrode, East Side Trustee

Re: Proposed Closure of River Valley Drive - Ownership Common Land of River Bend Subdivision

Gentlemen:

We are writing to you as the owners of Lot 171 of River Bend Estates 2nd Addition, known and numbered as 171 Henning Drive, Chesterfield, Missouri 63017

Enclosed is a copy of General Warranty Deed dated June 8, 1962, recorded in Book 4846 Page 96 of the St. Louis County Recorder's Office, by which the original developer of the River Bend Subdivision deeded and conveyed certain Common Land of the Subdivision to the Trustees of the Subdivision for a period of twenty (20) years, after which time the applicable Common Land of the Subdivision became vested in the Lot Owners of the Subdivision, as Tenants in Common.

Also enclosed is a copy of Title Commitment No. 5288STL effective date 8/4/2015, issued by Old Republic National Title Insurance Company, confirming that the Lot Owners of the Subdivision own the applicable Common Land of the Subdivision as Tenants in Common, as provided and contemplated by the 1962 Deed.

As you know, pursuant to Right of Way Dedication instrument dated January 20, 2016, recorded in Book 21869 Pages 0454 thru 0461 of the St. Louis County Recorder's Office, the current Trustees of the Subdivision have purported to convey a portion of the applicable Common Land of the Subdivision to the City of Chesterfield, for the construction by the City of the turn-around to effect the closure of River Valley Drive.

Any conveyance of the applicable Common Land requires the written agreement of all of the Lot Owners of the Subdivision, as the Tenants in Common Owners of the applicable Common Land. As the Owners of a Lot on the Subdivision, we did not and we do not agree or consent to the conveyance of any portion of the Common Lands of the Subdivision to the City, and we did not and we do not agree or consent to any change in use of the Common Land or any construction of any roadway in the Common Land.

Please be advised that: (a) we, along with the other Lot Owners of the Subdivision continue to own the applicable Common Land as Tenants in Common; (b) the 2016 Deed by the Trustees to the City of Chesterfield is wholly ineffective to grant or convey any interest whatsoever in the Common Land to the City of Chesterfield; (c) the 2016 Deed by the Trustees to the City of Chesterfield is slander of title; and (d) any entry by the City of Chesterfield onto the Common Land described in the applicable deeds, and any construction activity by the City of Chesterfield on the applicable Common Land, will be actionable trespass.

As a Tenant in Common Owner of the applicable Common Land, we intend to fully assert our ownership right in the Common Lands, and we intend to hold applicable parties liable for slander of title, for damages and for actionable trespass, by all appropriate legal proceedings.

Respectfully submitted,

Andrew B. Shanfeld

Beverly Shanfeld

Cc: Roger Herman, Esq.

03-21-16 A08:52 IN

Form 235B

Printed Form Approved by Real Estate Board of Metropolitan St. Louis.
Printed and Sold by Real Estate Printing & Publishing Co., St. Louis, Mo.

Class 30

BOOK 4846 PAGE 96

General Warranty Deed

(Corporation)

This Deed, Made and entered into this Eighth day of June nineteen hundred and Sixty-two, by and between

BURTON W. DUENKE BUILDING COMPANY

a corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of St. Louis State of Missouri party of the first part, and Burton W. Duenke, Virginia M. Duenke and G. W. Mefferd, as Trustees of River Bend East, a subdivision in the County of St. Louis, Missouri, and the then existing lot owners of River Bend Estates Additions as covered in the County Council's order 1/24/62 on a petition dated Dec. 21, 1961, twenty years from the date hereof, of the County of St. Louis State of Missouri parties of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION - - -

State of Missouri, }
County of St. Louis } ss.

On this 8th day of June, 19 62, before me appeared G. W. Mefford

to me personally known, who, being by me duly sworn, did say that he is the Vice President of BURTON W. DUENKE BUILDING COMPANY

a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said G. W. Mefford acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

James B. Wells
Notary Public.

My term expires ~~April 5, 1966~~ August 8-1964

GENERAL WARRANTY DEED
(Corporation)
Approved by
REAL ESTATE BOARD OF METROPOLITAN ST. LOUIS

FROM

TO

State Of Missouri } ss
County of St. Louis }
FILED FOR RECORD
JUN 22 1962
15 26 O'clock P M
Recorder of Deeds

END OF DOCUMENT

Issued By Old Republic National Title Insurance Company

SCHEDULE A

Escrow Officer: Jamie Hensel **Escrow Officer Email:** jhensel@stltitle.com	File No: **5288STL** Client File #:
Title Officer: Russ Pittman	Revision #: Original, Print Date: September 3, 2015

1. Effective Date: **August 04, 2015 at 8:00 am**

2. Policies to be issued:

   (a) ALTA Owner's Policy (6/17/06):

   Policy Amount:

   Proposed Insured:

   (b) ALTA Loan Policy (6/17/06):

   Policy Amount:

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

   All of the "Record Lot Owners" of all of the lots in the lands platted as River Bend Estates Addition Plat 1; River Bend Estates Addition Plat 2, River Bend Estates Additions Plat 3, River Bend Estates Addition Plat 4, River Bend Estates Addition Plat 5, and River Bend Estates Addition Plat 6, and any subsequent plats, as tenants in common.

5. The land referred to in the Commitment is described as follows:

   SEE ATTACHED EXHIBIT "A"

Countersigned
St. Louis Title, LLC

By:

vest in the then lot owners in equal shares;

(c) Amended Restrictive Agreement of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 executed by the Trustees, executed July 12, 1990 and recorded July 13, 1990 in Book 8801 page 2470; and

(d) Amended and Restated Restrictive Agreement of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 executed by the Trustees, dated March 29, 2005 and recorded April 8, 2005 in Book 16463 page 1857.

9. Judgments and liens against the "Record Lot Owners" as shown on Schedule A hereof are not examined.

10. The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, St. Louis Title, LLC assumes no liability as to the accuracy or completeness of such information.

St. Louis Title, LLC shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

St. Louis Title, LLC's liability for this report is limited to $1,000.00. There is no liability assumed for items not indexed properly in the public records or other data bases on which St. Louis Title, LLC relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by St. Louis Title, LLC as an accommodation and does not represent a Commitment to insure title or an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

11. This Commitment is not to be construed either as an abstract of title, a report of the condition of title or an opinion as to marketability of title.

2015 Assessed Valuation	**Exempt**
2015 Assessed Valuation	**Exempt**
2014 County Rate	**Exempt**
2014 City Rate	**Exempt**
Locator Number	**16Q530221 (1.08 acres)**
Address	**178 River Valley Drive**

Note:
Senate Bill 66, which became effective January 1, 2008, requires the issuance of Closing Protection Letters (CPL's), one to the Seller and one to the Buyer/Lender, in every residential transaction where St. Louis Title, LLC is involved in the closing of the transaction.
According to the statute, the CPL is defined as a letter which shall "indemnify a buyer, lender or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title

agent: (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and (b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage." Each letter has a fee of $25.00. You may waive this protection, but must do so in writing using a form acceptable to the underwriter and St. Louis Title, LLC.

Issued By Old Republic National Title Insurance Company

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

STANDARD EXCEPTIONS

2. a. Rights or claims of parties in possession not shown by the public records.
   b. Easements or claims of easements, not shown by the public records.
   c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
   d. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

3. **All assessments and taxes for the year 2015 and all subsequent years levied by the County of St. Louis and the City of Chesterfoeld.**

4. **Covenants, conditions, and restrictions contained in the Amended and Restated Restrictive Agreement for River Bend Estates Additions 1, 2, 3, 4, 5, and 6 (East Side), dated March 7, 2005 and recorded in Book 16463 page 1857, including a provision for subdivision assessments.**

5. **Subdivision assessments, if any.**

6. **Easement awarded to St. Louis County Water Company, by the Order rendered in the Circuit Court of St. Louis County, Missouri, under Cause No. 270350. A certified copy of the Report of Commissioner's is recorded in Book 5964 page 123.**

7. **Easement granted to St. Louis County, Missouri, by the instrument recorded in Book 7506 page 1773.**

NP
Searched: Metro

Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured names in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment. This commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All Liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A

Issued through the Office of
St. Louis Title, LLC

7701 Forsyth Blvd.
Suite 200
Clayton, MO 63105

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue, Minneapolis Minnesota
(612) 371-1111

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith
(a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: http://www.alta.org/.

St. Louis Title, LLC
PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this privacy notice to help you understand how we handle the personal information about you that we collect and may disclose. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

BID RESULTS – Sidewalk Replacement Project - A

As detailed in the enclosed memorandum prepared by Jim Eckrich, Public Works Director – City Engineer, bids were received and publicly opened for sidewalk replacements, the first sidewalk replacement project bid for 2016.

Based upon a review of the information contained within said memo, **I join with Mr. Eckrich in recommending acceptance of the lowest and best bid to K. J. Unnerstall Construction in an amount not to exceed $219,475.**

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

DATE: April 7, 2016

TO: Michael O. Geisel, P.E.
Director of Public Services

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

RE: 2016 Sidewalk Replacement Project A

As you know, due to the impacts of the Emerald Ash Borer (EAB) the Public Services Department has directed the street maintenance personnel to begin removing the 6,700+ Ash Trees located within the public right of way, as detailed in the EAB Action Plan approved by City Council in late 2015. Because the maintenance division will be concentrating its efforts on tree removal, the funding for 2016 contractual sidewalk repair was increased from $200,000 to $500,000. The Public Services Department plans to address sidewalk deficiencies through three separate project / contracts in 2016. The first of these projects, known as the 2016 Sidewalk Replacement Project A, will correct sidewalk deficiencies along Schoettler Valley Drive and Country Ridge Drive. Two additional projects are planned for 2016 and will be submitted to City Council later this year.

The Department of Public Services publicly opened bids for the 2016 Sidewalk Replacement Project A on April 5, 2016. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. After reviewing the bids, Staff recommends the project be awarded to the low bidder, K.J. Unnerstall Construction, in the bid amount of $219,475. K.J. Unnerstall has successfully performed concrete flatwork in the City of Chesterfield in the past and is positively recommended by City Staff.

Should you have questions or require additional information on this project, please let me know.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the Acting City Administrator to enter into an Agreement with K.J. Unnerstall Construction in the amount of $219,475. .

Concurrence: _____
Craig White, Finance Director

MEMORANDUM

DATE: April 6, 2016, 2016

TO: Jim Eckrich, Public Works Director

FROM: Matt Dooley, Project Manager

SUBJECT: 2016 Sidewalk Replacement Project, 2016-PW-04A

As you are aware, we opened bids for the above referenced project on April 5. Six bids were received:

Contractor	Total Bid
K.J. Unnerstall Construction	$219,475.00
L. Keeley Construction	$229,800.00
L.M. Marschuetz Construction	$250,000.00
Amcon Municipal Concrete	$258,600.00
L.F. Krupp Construction	$277,020.00
Byrne & Jones Construction	$382,042.67

The low bidder, K.J. Unnerstall Construction successfully performed sidewalk work in the past for other municipalities as well as the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of $219,475.00.00 submitted by K.J. Unnerstall Construction.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, 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. Should you require additional information, please advise.

BID FORM

BID TIME: 10:00 a.m.
BID DATE: Tuesday, April 5, 2016

TO: THE CITY OF CHESTERFIELD

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

Sidewalk Replacement Project
2016-PW-04 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 all work necessary to remove and reconstruct approximately 30,000 square feet of 4" thick and 2,000 square feet of 6" thick existing sidewalk, 3 handicap ramps and 2 concrete aprons, including all necessary property restoration. The location of this project will be along **Schoettler Valley Drive** and **Country Ridge Drive**, as designated by the City of Chesterfield.

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

Bid submitted by:

Company Name: K.J.U, INC

Address: 4923 South Point Rd

City, State Washington, MO 63090

Phone number: 636-239-2028 Fax: 636-239-2002

E-mail address: INFO@KJUINC.com

Type of Firm: Sole Partnership ____ Partnership ____
Corporation X Other ____

Officer Kurt J Unnerstall

Title President

Signature Kurt J Unnerstall

Date 4-5-16

ITEMIZED BID
CITY OF CHESTERFIELD
2016 SIDEWALK REPLACEMENT PROJECT
2015-PW-04 A

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	30,000	6.50	195,000.00
2.1	Removal and Repalcement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	2,000	8.00	16,000.00
3.1	Removal and Replacement Accessible Curb Ramps	L.S.	3	1,675.00	5,025.00
4.1	Removal and Replacement of Drive Approach	L.S.	2	1,725.00	3,450.00

TOTAL BID 219,475.00

DATE: April 7, 2016

TO: Michael O. Geisel, P.E.
Director of Public Services

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

RE: River Valley Drive Closure

As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of $155,000, which includes the low bid amount of $140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive *from Ridgecrest Drive to the northern City Limits.*

The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

Action Recommended

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of $155,000 from General Fund – Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence: _____
Craig White, Finance Director

BILL NO._____ ORDINANCE NO._____

AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE.

WHEREAS, The City of Chesterfield will be closing River Valley Drive to through traffic by constructing a gate and a cul-de-sac; and

WHEREAS, parking vehicles in this area could prohibit emergency access through the gate and a sufficient turning radius within the cul-de-sac.

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

Section 1. Schedule IX: Parking Restrictions of Section 300 of the Code of the City of Chesterfield is hereby amended by adding provisions thereto as follows:

Part of Road or Street Where Parking is Regulated	**Parking Restrictions**
River Valley Drive, both sides, from Ridgecrest Drive to the northern City Limits	No parking anytime

Section 3. In all other respects, Section 300 is in full force and effect.

Section 4. This ordinance shall be in full force and effect from and after its passage and

Passed and approved this_____day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING HELD_____

MEMORANDUM

DATE: April 7, 2016

TO: James Eckrich, Public Works Director/City Engineer

FROM: Chris Krueger, Civil Engineer CK

RE: 2015-PW-14 River Valley Drive Closure Project - Construction Contract

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As you know, bids were publicly opened for the River Valley Drive Closure Project. This project will consist of a roadway gate, fencing, the addition of a cul-de-sac, and the replacement of approximately 200 LF of pavement on River Valley Drive. The project plans and specifications were completed by City Staff.

Staff opened bids on March 8, 2016 at 10:00 am for the project. Three bids were received. The three responsive bidders were Krupp Construction, RV Wagner, and Spencer Contracting. Please see the attached Bid Tabulation for detailed information on each bid.

Krupp Construction provided the lowest responsive and responsible total bid of $140,281.55 (bid attached). With positive past project experience and favorable reference checks, I recommend the bid from Krupp Construction.

As part of this project, a parking restriction is proposed on both sides of River Valley starting at the Ridgecrest Drive to the City limits including the proposed cul-de-sac and gate.

I recommend requesting authorization to enter into an agreement with Krupp Construction to provide construction services for the River Valley Drive Closure Project in an amount not to exceed $155,000.00. This amount includes a modest contingency to account for any unforeseen conditions and/or additional work. I also recommend consideration of the attached ordinance to restrict parking on both sides of River Valley Drive from Ridgecrest Drive to the City Limits.

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

Attachments: River Valley Drive Closure Project Bid Tabulation
Krupp Construction Bid
River Valley Drive Proposed Parking Restriction Ordinance
Memorial Graphic to Former Councilmember Nancy Greenwood

Cc: P-File: 2015-PW-14

City of Chesterfield

BID TABULATION
RIVER VALLEY DRIVE CLOSURE
2015-PW-14
March 8, 2016

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		KRUPP CONSTRUCTION		R.V. WAGNER		SPENCER CONTRACTING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	$10,000.00	$10,000.00	$23,650.00	$23,650.00	$19,000.00	$19,000.00	$28,468.00	$28,468.00
2	Traffic Control	LS	1	$2,000.00	$2,000.00	$2,290.00	$2,290.00	$3,600.00	$3,600.00	$460.00	$460.00
3	Portable Changeable Message Sign-Rental	LS	1	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$2,400.00	$2,400.00	$4,000.00	$4,000.00
4	Tree Protection Fence	LF	220	$8.00	$1,760.00	$6.70	$1,474.00	$14.00	$3,080.00	$3.64	$800.80
5	Clearing and Grubbing	LS	1	$15,000.00	$15,000.00	$11,258.00	$11,258.00	$19,000.00	$19,000.00	$30,950.00	$30,950.00
6	Silt Fence	LF	160	$10.00	$1,600.00	$3.00	$480.00	$8.00	$1,280.00	$3.60	$576.00
7	Removal of Improvements	LS	1	$12,000.00	$12,000.00	$3,706.00	$3,706.00	$9,000.00	$9,000.00	$11,000.00	$11,000.00
8	Cul-de-Sac Embankment	CY	530	$35.00	$18,550.00	$26.30	$13,939.00	$24.00	$12,720.00	$14.32	$7,589.60
9	Geotextile Fabric	SY	845	$4.00	$3,380.00	$2.10	$1,774.50	$2.00	$1,690.00	$1.00	$845.00
10	Type 5 Aggregate Base (4' Thick)	SY	845	$8.00	$6,760.00	$9.65	$8,154.25	$8.00	$6,760.00	$6.24	$5,272.80
11	Concrete Pavement (7" Non-Reinforced)	SY	845	$40.00	$33,800.00	$47.15	$39,841.75	$47.00	$39,715.00	$57.88	$48,908.60
12	Type "A" Vertical Curb (Monolithic)	LF	110	$30.00	$3,300.00	$20.00	$2,200.00	$11.00	$1,210.00	$8.05	$885.50
13	Colored Concrete Pavement (5" Non-Reinfor	SY	107	$50.00	$5,350.00	$50.40	$5,392.80	$84.00	$8,988.00	$48.39	$5,177.73
14	Rock Lined Swale	LF	300	$24.00	$7,200.00	$22.30	$6,690.00	$30.00	$9,000.00	$27.34	$8,202.00
15	Aesthetic 42 inch Pedestrian Fence	LF	60	$155.00	$9,300.00	$120.00	$7,200.00	$130.00	$7,800.00	$130.00	$7,800.00
16	Barrier Roadway Gate	LS	1	$3,000.00	$3,000.00	$4,250.00	$4,250.00	$4,800.00	$4,800.00	$4,550.00	$4,550.00
17	Steel Bollard	EA	2	$1,000.00	$2,000.00	$600.00	$1,200.00	$1,100.00	$2,200.00	$650.00	$1,300.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	$1.25	$531.25	1.25	$531.25	$2.00	$850.00	$4.30	$1,827.50
19	Permanent White Pavement Striping, Paint	LF	400	$1.25	$500.00	1.25	$500.00	$2.00	$800.00	$4.30	$1,720.00
20	Permanent Street Signage	EA	5	$300.00	$1,500.00	350	$1,750.00	$450.00	$2,250.00	$375.00	$1,875.00
	TOTAL BID				**$141,531.25**		**$140,281.55**		**$156,143.00**		**$172,208.53**

BID FORM

BID TIME: 10:00 AM Prevailing Central Time
BID DATE: Tuesday, March 8, 2016

TO: THE CITY OF CHESTERFIELD

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

River Valley Drive Closure Project
2015-PW-14

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 reconstruction of approximately 200 LF of street pavement, installation of a cul-de-sac, a gate installation, and associated clearing and grading work as shown within the plans in accordance with the project specifications.

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

Bid submitted by:

Company Name: L.F. Krupp Construction Inc. dba Krupp Construction

Address: 415 Old State Rd

City, State: Ellisville, MO 63021

Phone number: 636-391-8844 Fax: 636-391-7544

E-mail address: markreizer@kruppmo.com

Type of Firm: Sole Partnership ____ Partnership ____
Corporation ✓ Other ____

Officer: Mark Reizer

Title: President

Signature: [illegible]

Date: March 8, 2016

8/27/04 form

3/8/2016

ITEMIZED BID FORM

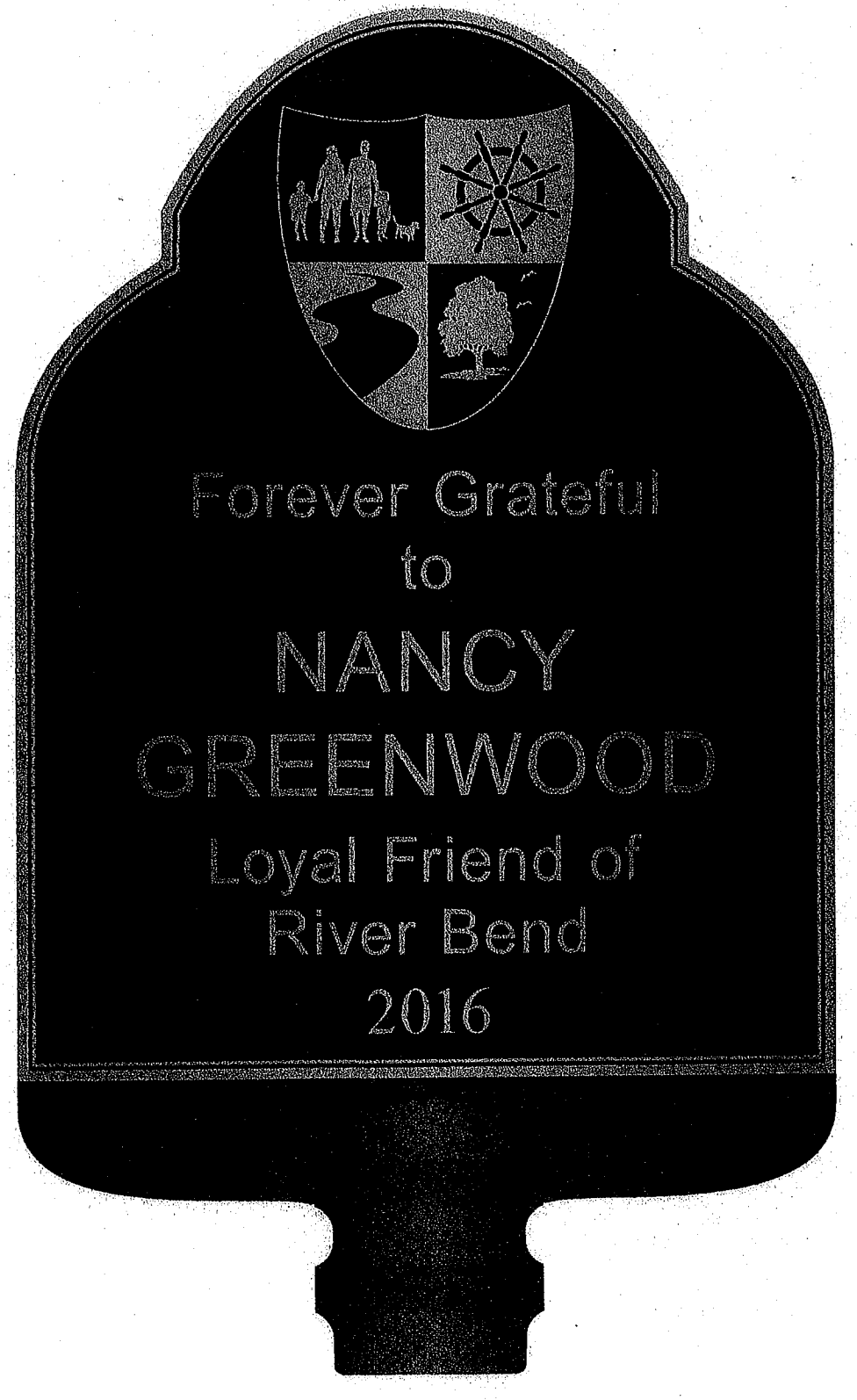
Item #	Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	23650.00	23650.00
2	Traffic Control	LS	1	2290.00	2290.00
3	Portable Changeable Message Sign, Rental	LS	1	4000.00	4000.00
4	Tree Protection Fence	LF	220	6.70	1474.00
5	Clearing and Grubbing	LS	1	11258.00	11258.00
6	Silt Fence	LF	160	3.00	480.00
7	Removal of Improvements	LS	1	3706.00	3706.00
8	Cul-de-Sac Embankment	CY	530	26.30	13939.00
9	Geotextile Fabric	SY	845	2.10	1774.50
10	Type 5 Aggregate Base (4" Thick)	SY	845	9.65	8154.25
11	Concrete Pavement (7" Non-Reinforced)	SY	845	47.15	39841.75
12	Type "A" Vertical Curb (Monolithic)	LF	110	20.00	2200.00
13	Colored Concrete Pavement (5" Non-Reinforced)	SY	107	50.40	5392.80
14	Rock Lined Swale	LF	300	22.30	6690.00
15	Aesthetic 42 Inch Pedestrian Fence	LF	60	120.00	7200.00
16	Barrier Roadway Gate	LS	1	4250.00	4250.00
17	Steel Bollard	EA	2	600.00	1200.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	1.25	531.25
19	Permanent White Pavement Striping, Paint	LF	400	1.25	500.00
20	Permanent Street Signage	EA	5	350.00	1750.00
				Total Bid	

$140,281.55

Submitted 3/8/16

John Miener
VP
Krupp Construction

8/27/04 form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GREENWOOD
Loyal Friend of
River Bend
2016

BID RESULTS – Green Trails Drive South street reconstruction

As detailed in the enclosed memorandum prepared by Jim Eckrich, Public Works Director – City Engineer, bids were received and publicly opened for the reconstruction of Green Trails Drive South.

Based upon a review of the information contained within said memo, **I join with Mr. Eckrich in recommending acceptance of the lowest and best bid to J. M. Marschuetz in an amount not to exceed $2,225,000.**

Please recall that this project is partially funded by a Federal Grant on a 70%/30% cost share. Engineering and right-of-way acquisitions for this project were funded in 2014 and 2015 respectively.

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

DATE: April 7, 2016

TO: Michael O. Geisel, P.E.
Director of Public Services

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

RE: Greentrails Drive South Reconstruction Project

The Department of Public Services publicly opened bids for the reconstruction of Greentrails Drive South from Ladue Road to White Road on April 6, 2016. The results of the bid opening are detailed in the attached memorandum from Senior Civil Engineer Zachary Wolff. After reviewing the bids, Staff recommends the project be awarded to the low bidder, J. M. Marschuetz Construction, in the amount of $2,225,000. This figure includes the bid amount ($2,099,214) and a contingency to allow for project modifications and change orders. J. M. Marschuetz Construction has successfully worked for the City of Chesterfield in the past and is positively recommended by City Staff.

As you may recall, this project is funded through a Surface Transportation Program (STP) grant obtained through the Missouri Highways and Transportation Commission. Approximately seventy percent of the project costs will be reimbursed to the City of Chesterfield. Construction of this project was budgeted within the Capital Improvement Sales Tax Fund (Account 120-079-5490) at $2,225,000.

Should you have questions or require additional information on this project, please let me know.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the Acting City Administrator to enter into an Agreement with J. M. Marschuetz Construction in the amount of $2,099,214, with a total funding authorization not to exceed $2,225,000. Approximately seventy percent of all expenditures will be reimbursed through the STP grant.

Concurrence: _____
Craig White, Finance Director

Memorandum
Department of Public Services

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

FROM: **Zachary S. Wolff, PE – Senior Civil Engineer**

DATE: **April 7, 2016**

RE: **Greentrails Drive South Reconstruction**
2013-PW-06, STP-5410(619)

In August of 2013 City Council authorized execution of a Surface Transportation Program Agreement with the Missouri Highways and Transportation Committee for the reconstruction of Greentrails Drive South from Ladue Road to White Road (Ord. 2751). In accordance with the STP Agreement, the federal share of this project is not to exceed $1,731,450.00

Preliminary design plans were completed by the City's design consultant for this project, HR Green, Inc., and approved by MoDOT in July of 2014. Right of way plans were completed in January 2015 and upon approval from MoDOT, acquisition of 43 temporary slope construction licenses (TSCLs) needed to construct the project began in June of 2015. All required TSCLs were acquired by November 2015 and Right of Clearance and authority to advertise the project for construction were received from MoDOT in February 2016.

Bids for the project were solicited in March 2016 and were opened on April 6th, 2016 at 10:00am. There were four bidders on the project; J.M. Marschuetz Construction, Pavement Solutions, Gershenson Construction, and Millstone Weber. The bid tabulation for the project is attached. J.M. Marschuetz Construction is the lowest, responsive and responsible bidder with a total bid of $2,099,214.25 (copy of bid attached).

I recommend requesting authorization to accept the low bid as submitted by J.M. Marschuetz Construction and award a contract in the amount of $2,099,214.25, with a total funding authorization from the Capital Projects Fund not to exceed $2,225,000.00. This amount includes a modest allowance for contingency funding to account for any unforeseen conditions and/or additional work.

Please let me know if you have any questions, or need additional information. Prior to signing the contract documents, we will also need concurrence from MoDOT.

Attachments: Greentrails Drive South Reconstruction Bid Tabulation

J.M. Marschuetz Construction Bid

cc: File – 2013-PW-06

City of Chesterfield

BID TABULATION
GREENTRAILS DRIVE SOUTH RECONSTRUCTION
2013-PW-06, STP-5410(619)
April 6, 2016

ITEM #	JSP	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXTENDED PRICE	J.M. Marschuetz Construction UNIT PRICE	J.M. Marschuetz Construction EXTENDED PRICE	Pavement Solutions UNIT PRICE	Pavement Solutions EXTENDED PRICE	Gershenson Construction UNIT PRICE	Gershenson Construction EXTENDED PRICE	Millstone Weber UNIT PRICE	Millstone Weber EXTENDED PRICE
		ROADWAY ITEMS												
201-20.10	S, T	CLEARING AND GRUBBING	L.S.	1	$24,000.00	$24,000.00	$22,000.00	$22,000.00	$46,600.00	$46,600.00	$25,000.00	$25,000.00	$33,000.00	$33,000.00
201-20.99	S	TREE REMOVAL (CONTINGENT)	EACH	0	$500.00	$0.00	$1,450.00	$0.00	$3,500.00	$0.00	$1,000.00	$0.00	$0.00	$0.00
202-20.10	H, U, CC	REMOVAL OF IMPROVEMENTS	L.S.	1	$145,000.00	$145,000.00	$355,000.00	$355,000.00	$323,000.00	$323,000.00	$510,000.00	$510,000.00	$423,387.00	$423,387.00
202-20.99	II	RESTORATION	L.S.	1	$27,500.00	$27,500.00	$20,000.00	$20,000.00	$62,500.00	$62,500.00	$10,500.00	$10,500.00	$93,000.00	$93,000.00
203-60.10	DD	UNSUITABLE MATERIAL	C.Y.	267	$20.00	$5,340.00	$40.00	$10,680.00	$83.00	$22,161.00	$45.00	$12,015.00	$36.00	$9,612.00
205-00.99	EE	MODIFIED SUBGRADE - STRUCTURAL GEOGRID	S.Y.	800	$5.00	$4,000.00	$2.00	$1,600.00	$4.25	$3,400.00	$3.50	$2,800.00	$5.00	$4,000.00
207-10.00	GG	LINEAR GRADING, CLASS 1	STA.	55.6	$1,650.00	$91,740.00	$800.00	$44,480.00	$900.00	$50,040.00	$2,500.00	$139,000.00	$3,800.00	$211,280.00
304-05.04		TYPE 5 AGGREGATE BASE (4" THICK)	S.Y.	20,835	$6.25	$130,218.75	$5.45	$113,550.75	$5.80	$120,843.00	$7.50	$156,262.50	$9.00	$187,515.00
502-11.07	HH	CONCRETE PAVEMENT (7" NON-REINFORCED)	S.Y.	19,137.0	$39.00	$746,343.00	$33.95	$649,701.15	$49.00	$937,713.00	$40.00	$765,480.00	$37.00	$708,069.00
502-90.99	RR	TYPE A2 JOINT	L.F.	834	$12.00	$10,008.00	$14.00	$11,676.00	$15.00	$12,510.00	$21.00	$17,514.00	$26.00	$21,684.00
603-10.99	JJ	ADJUST SERVICE VALVE TO GRADE	EACH	30	$350.00	$10,500.00	$200.00	$6,000.00	$202.00	$6,060.00	$100.00	$3,000.00	$50.00	$1,500.00
604-12.01		SINGLE CURB INLET, UNTRAPPED	EACH	5	$2,500.00	$12,500.00	$2,000.00	$10,000.00	$3,600.00	$18,000.00	$3,400.00	$17,000.00	$3,600.00	$18,000.00
604-20.30		ADJUST MANHOLE TO GRADE	EACH	3	$750.00	$2,250.00	$450.00	$1,350.00	$690.00	$2,070.00	$500.00	$1,500.00	$1,200.00	$3,600.00
604-22.32	SS	GRATED TROUGH (32')	EACH	1	$13,500.00	$13,500.00	$21,650.00	$21,650.00	$23,900.00	$23,900.00	$15,000.00	$15,000.00	$48,000.00	$48,000.00
604-26.50		CONVERT CURB INLET TO AREA INLET AND ADJUST TO GRADE	EACH	2	$750.00	$1,500.00	$1,600.00	$3,200.00	$1,300.00	$2,600.00	$1,250.00	$2,500.00	$1,400.00	$2,800.00
604-90.50		REPLACE PRECAST INLET TOP AND ADJUST TO GRADE	EACH	22	$500.00	$11,000.00	$750.00	$16,500.00	$1,300.00	$28,600.00	$750.00	$16,500.00	$1,200.00	$26,400.00
604-90.52		REPLACE INLET SILL	EACH	22	$250.00	$5,500.00	$400.00	$8,800.00	$483.00	$10,626.00	$200.00	$4,400.00	$100.00	$2,200.00
605-10.10	KK	CLASS "A" UNDERDRAIN	L.F.	262.0	$15.00	$3,930.00	$13.50	$3,537.00	$24.00	$6,288.00	$29.00	$7,598.00	$44.00	$11,528.00
607-30.20	AAA	ALUMINUM HANDRAIL	L.F.	243	$95.00	$23,085.00	$112.00	$27,216.00	$122.00	$29,646.00	$80.00	$19,440.00	$47.00	$11,421.00
608-50.06	LL	PAVED APPROACH (6")	S.Y.	1,294.0	$38.00	$49,172.00	$48.00	$62,112.00	$56.00	$72,464.00	$50.00	$64,700.00	$80.00	$103,520.00
608-50.99	MM	DRIVEWAY EXTENSION	S.Y.	360.0	$47.00	$16,920.00	$48.00	$17,280.00	$81.00	$29,160.00	$90.00	$32,400.00	$80.00	$28,800.00
609-20.99	K	INTEGRAL CURB (MOUNTABLE 6" HEIGHT)	L.F.	8,768	$15.00	$131,520.00	$7.00	$61,376.00	$12.00	$105,216.00	$4.00	$35,072.00	$7.00	$61,376.00
611-30.99	L	MSD TYPE 5 ROCK BLANKET	S.Y.	28.0	$275.00	$7,700.00	$75.00	$2,100.00	$90.00	$2,520.00	$53.00	$1,484.00	$86.00	$2,408.00
612-10.30	NN, OO	MOVEABLE BARRICADE (STANDARD)	EACH	25	$350.00	$8,750.00	$150.00	$3,750.00	$118.00	$2,950.00	$110.00	$2,750.00	$130.00	$3,250.00
616-10.05	NN, OO	CONSTRUCTION SIGNS	S.F.	347	$17.50	$6,072.50	$9.00	$3,123.00	$12.00	$4,164.00	$9.00	$3,123.00	$7.50	$2,602.50
616-10.25	NN, OO	CHANNELIZERS	EACH	228	$15.00	$3,420.00	$29.00	$6,612.00	$28.00	$6,384.00	$22.00	$5,016.00	$25.00	$5,700.00
616-10.95	NN, OO	EDGE DROP-OFF TREATMENT	L.F.	9,148	$3.25	$29,731.00	$1.95	$17,838.60	$2.50	$22,870.00	$2.00	$18,296.00	$1.00	$9,148.00
617-10.90	NN, OO	TEMPORARY CONCRETE MEDIAN BARRIER, TYPE A (INCLUDES END SECTIONS)	L.F.	170	$45.00	$7,650.00	$33.00	$5,610.00	$53.00	$9,010.00	$39.50	$6,715.00	$52.00	$8,840.00
619-00.00		MOBILIZATION	L.S.	1	$45,000.00	$45,000.00	$105,000.00	$105,000.00	$85,000.00	$85,000.00	$225,000.00	$225,000.00	$298,000.00	$298,000.00
624-10.02	FF	GEOTEXTILE FABRIC, STABILIZATION AND SEPARATION, CLASS 2 (MEDIUM WEIGH	S.Y.	20,835	$2.50	$52,087.50	$1.35	$28,127.25	$1.80	$37,503.00	$1.80	$37,503.00	$1.00	$20,835.00
627-40.00	G	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$18,000.00	$18,000.00	$31,000.00	$31,000.00	$67,000.00	$67,000.00
703-90.15		MODULAR BLOCK WALL (H<4')	S.F.	266	$32.00	$8,512.00	$50.00	$13,300.00	$35.00	$9,310.00	$36.00	$9,576.00	$40.00	$10,640.00
726-13.12		12" CLASS III REINFORCED CONCRETE PIPE CULVERT	L.F.	488	$65.00	$31,720.00	$95.00	$46,360.00	$111.00	$54,168.00	$80.00	$39,040.00	$120.00	$58,560.00
731-00.42		PRECAST CONCRETE MANHOLE, 42"	EACH	1	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$4,700.00	$4,700.00	$7,500.00	$7,500.00	$7,000.00	$7,000.00
732-00.12		12" RCP FLARED END SECTION	EACH	1	$650.00	$650.00	$950.00	$950.00	$1,770.00	$1,770.00	$1,050.00	$1,050.00	$820.00	$820.00
803-10.00		SODDING	S.Y.	8,785	$5.75	$50,513.75	$5.75	$50,513.75	$4.40	$38,654.00	$4.95	$43,485.75	$4.95	$43,485.75
803-10.99	ZZ	MAILBOXES	EACH	34	$100.00	$3,400.00	$175.00	$5,950.00	$199.00	$6,732.00	$250.00	$8,500.00	$155.00	$5,270.00
804-20.99	M	AMENDED SOIL	S.Y.	5,013	$6.50	$32,584.50	$3.75	$18,798.75	$4.00	$20,052.00	$4.50	$22,558.50	$3.25	$16,292.25
806-16.99	N	DRY SWALE WITH UNDERDRAIN	L.F.	816	$60.00	$48,960.00	$80.00	$65,280.00	$60.00	$48,960.00	$80.00	$65,280.00	$80.00	$65,280.00
806-45.99	PP	SWPPP DESIGN, INSTALLATION, MAINTENANCE, AND REMOVAL	L.S.	1	$7,500.00	$7,500.00	$20,250.00	$20,250.00	$19,000.00	$19,000.00	$23,000.00	$23,000.00	$67,000.00	$67,000.00
808-90.99	R	STREET TREES	EACH	45	$375.00	$16,875.00	$550.00	$24,750.00	$580.00	$26,100.00	$485.00	$21,825.00	$485.00	$21,825.00
				Roadway Subtotal:		$1,844,153.00		$1,914,022.25		$2,331,244.00		$2,430,383.75		$2,724,648.50
		SIGNING, STRIPING, SIGNALS, AND LIGHTING ITEMS												
621-20.17	P	PERMANENT PAVEMENT MARKINGS, PAINT	S.F.	157	$4.25	$667.25	$4.00	$628.00	$13.00	$2,041.00	$3.50	$549.50	$3.50	$549.50
621-20.99	P	PERMANENT PAVEMENT STRIPING, PAINT (4" YELLOW)	L.F.	8,520	$1.25	$10,650.00	$0.30	$2,556.00	$1.00	$8,520.00	$0.25	$2,130.00	$0.25	$2,130.00
621-20.99	P	PERMANENT PAVEMENT STRIPING, PAINT (4" WHITE)	L.F.	5,190	$1.25	$6,487.50	$0.30	$1,557.00	$1.00	$5,190.00	$0.25	$1,297.50	$0.25	$1,297.50
621-20.99	P	PERMANENT PAVEMENT STRIPING, PAINT (6" WHITE)	L.F.	420	$3.00	$1,260.00	$3.00	$1,260.00	$2.50	$1,050.00	$2.50	$1,050.00	$2.50	$1,050.00
903-10.99	O	PERMANENT SIGNING	S.F.	205	$55.00	$11,275.00	$54.00	$11,070.00	$58.00	$11,890.00	$66.00	$13,530.00	$66.00	$13,530.00
				Signing, Striping Subtotal:		$30,339.75		$17,071.00		$28,691.00		$18,557.00		$18,557.00
		BIKE AND PEDESTRIAN ITEMS												
608-60.04	J, Q	CONCRETE SIDEWALK	S.Y.	5,191.0	$85.00	$441,235.00	$31.00	$160,921.00	$54.00	$280,314.00	$47.00	$243,977.00	$45.00	$233,595.00
608-60.98	CCC	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	S.F.	360	$32.00	$11,520.00	$20.00	$7,200.00	$27.00	$9,720.00	$25.00	$9,000.00	$10.50	$3,780.00
				Bid and Pedestrian Subtotal:		$452,755.00		$168,121.00		$290,034.00		$252,977.00		$237,375.00
				TOTAL:		$2,327,247.75		$2,099,214.25		$2,649,969.00		$2,701,917.75		$2,980,580.50

Greentrails Drive South Reconstruction
2013-PW-06
Federal Project Number STP-5410(619)

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017-0760

REQUEST FOR BID

BID OF

Bidder Name J.M. Marschuetz Construction

Bidder Address 15 Truitt Dr.

Eureka, MO 63025

FOR
CONSTRUCTING OR IMPROVING

Greentrails Drive South between White Road and Ladue Road
St. Louis County/Chesterfield, MO

Revised 9-23-2013

Greentrails Drive South Reconstruction - Chesterfield, MO
STP-5410(619)

ITEMIZED BID FORM

ITEM NO.	JSP	DESCRIPTION	UNIT	QUANTITY	BID PRICE	EXTENSION
		ROADWAY ITEMS				
201-20.10	S, T	CLEARING AND GRUBBING	L.S.	1	22,000.00	22,000.00
201-20.99	S	TREE REMOVAL (CONTINGENT)	EACH	0	1,450.00	–
202-20.10	H, U, CC	REMOVAL OF IMPROVEMENTS	L.S.	1	355,000.00	355,000.00
202-20.99	II	RESTORATION	L.S.	1	20,000.00	20,000.00
203-60.10	DD	UNSUITABLE MATERIAL	C.Y.	267	40.00	10,680.00
205-00.99	EE	MODIFIED SUBGRADE - STRUCTURAL GEOGRID	S.Y.	800	2.00	1,600.00
207-10.00	GG	LINEAR GRADING, CLASS 1	STA.	55.6	800.00	44,480.00
304-05.04		TYPE 5 AGGREGATE BASE (4" THICK)	S.Y.	20,835	5.45	113,550.75
502-11.07	HH	CONCRETE PAVEMENT (7" NON-REINFORCED)	S.Y.	19,137	33.95	649,701.15
502-90.99	RR	TYPE A2 JOINT	L.F.	834	14.00	11,676.00
603-10.99	JJ	ADJUST SERVICE VALVE TO GRADE	EACH	30	200.00	6,000.00
604-12.01		SINGLE CURB INLET, UNTRAPPED	EACH	5	2,000.00	10,000.00
604-20.30		ADJUST MANHOLE TO GRADE	EACH	3	450.00	1,350.00
604-22.32	SS	GRATED TROUGH (32')	EACH	1	21,650.00	21,650.00
604-26.50		CONVERT CURB INLET TO AREA INLET AND ADJUST TO GRADE	EACH	2	1,600.00	3,200.00
604-90.50		REPLACE PRECAST INLET TOP AND ADJUST TO GRADE	EACH	22	750.00	16,500.00
604-90.52		REPLACE INLET SILL	EACH	22	400.00	8,800.00
605-10.10	KK	CLASS "A" UNDERDRAIN	L.F.	262	13.50	3,537.00
607-30.20	AAA	ALUMINUM HANDRAIL	L.F.	243	112.00	27,216.00
608-50.06	LL	PAVED APPROACH (6")	S.Y.	1,294	48.00	62,112.00
608-50.99	MM	DRIVEWAY EXTENSION	S.Y.	360	48.00	17,280.00
609-20.99	K	INTEGRAL CURB (MOUNTABLE 6" HEIGHT)	L.F.	8,768	7.00	61,376.00
611-30.99	L	MSD TYPE 5 ROCK BLANKET	S.Y.	28	75.00	2,100.00
612-10.30	NN, OO	MOVEABLE BARRICADE (STANDARD)	EACH	25	150.00	3,750.00
616-10.05	NN, OO	CONSTRUCTION SIGNS	S.F.	347	9.00	3,123.00
616-10.25	NN, OO	CHANNELIZERS	EACH	228	29.00	6,612.00
616-10.95	NN, OO	EDGE DROP-OFF TREATMENT	L.F.	9,148	1.95	17,838.60
617-10.90	NN, OO	TEMPORARY CONCRETE MEDIAN BARRIER, TYPE A (INCLUDES END SECTIONS)	L.F.	170	33.00	5,610.00
619-00.00		MOBILIZATION	L.S.	1	105,000.00	105,000.00

CONTINUED ON NEXT SHEET

Greentrails Drive South Reconstruction - Chesterfield, MO
STP-5410(619)

ITEMIZED BID FORM (continued)

ROADWAY ITEMS (continued)						
624-10.02	FF	GEOTEXTILE FABRIC, STABILIZATION AND SEPARATION, CLASS 2 (MEDIUM WEIGHT)	S.Y.	20,835	1.35	28,127.25
627-40.00	G	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	25,000.00	25,000.00
703-90.15		MODULAR BLOCK WALL (H<4')	S.F.	266	50.00	13,300.00
726-13.12		12" CLASS III REINFORCED CONCRETE PIPE CULVERT	L.F.	488	95.00	46,360.00
731-00.42		PRECAST CONCRETE MANHOLE, 42"	EACH	1	3,000.00	3,000.00
732-00.12		12" RCP FLARED END SECTION	EACH	1	950.00	950.00
803-10.00		SODDING	S.Y.	8,785	5.75	50,513.75
803-10.99	ZZ	MAILBOXES	EACH	34	175.00	5,950.00
804-20.99	M	AMENDED SOIL	S.Y.	5,013	3.75	18,798.75
806-16.99	N	DRY SWALE WITH UNDERDRAIN	L.F.	816	80.00	65,280.00
806-45.99	PP	SWPPP DESIGN, INSTALLATION, MAINTENANCE, AND REMOVAL	L.S.	1	20,250.00	20,250.00
808-90.99	R	STREET TREES	EACH	45	550.00	24,750.00
					Roadway Subtotal:	$1,914,022.25
SIGNING, STRIPING, SIGNALS, AND LIGHTING ITEMS						
621-20.17	P	PERMANENT PAVEMENT MARKINGS, PAINT	S.F.	157	4.00	628.00
621-20.99	P	PERMANENT PAVEMENT STRIPING, PAINT (4" YELLOW)	L.F.	8,520	0.30	2,556.00
621-20.99	P	PERMANENT PAVEMENT STRIPING, PAINT (4" WHITE)	L.F.	5,190	0.30	1,557.00
621-20.99	P	PERMANENT PAVEMENT STRIPING, PAINT (6" WHITE)	L.F.	420	3.00	1,260.00
903-10.99	O	PERMANENT SIGNING	S.F.	205	54.00	11,070.00
					Signing, Striping, Signals, and Lighting Subtotal:	$17,071.00
BIKE AND PEDESTRIAN ITEMS						
608-60.04	J, Q	CONCRETE SIDEWALK	S.Y.	5,191.0	31.00	160,921.00
608-60.98	CCC	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	S.F.	360	20.00	7,200.00
					Bike and Pedestrian Subtotal:	$168,121.00

BID TOTAL: $2,099,214.25

BID RESULTS – POOL MANAGEMENT AND OPERATIONS

As detailed in the enclosed memorandum from Parks, Recreation and Arts Director – Tom McCarthy, City Council previously approved a five year contract, (2012 -2106) inclusive of 2 mutual option years, with Midwest Pool Management for management and staffing of the City's aquatic facility. **I join with Mr. McCarthy in recommending that the City exercise the final year option at a cost not to exceed $255,629. Funding for this activity is provided in the Parks Fund, specifically account 119-084-5251 Miscellaneous Contractual.**

As always, if you have any questions or require additional information, please contact Mr. McCarthy or me prior to meeting.

MEMORANDUM

TO: **Mike Geisel, Director of Public Services**

FROM: **Tom McCarthy – Parks, Recreation and Arts Director**

DATE: **March 22, 2016**

SUBJECT: **Pool Management Contract Extension- Chesterfield Aquatic Center**

As you are aware, City Council approved a contract with Midwest Pool Management for the Management services of the Chesterfield Family Aquatic Center for the calendar year 2012-2014, with options to extend the contract for 2015 and 2016. With a very successful 2015 season, we would like to go ahead and recommend the extension of the contract for the fifth year for 2016 as it covers the contractual obligations in managing the Chesterfield Family Aquatic Center.

In the past, the Contract was broken into two different payment methods, a Management Fee and a Salary Fee. The Management Fee for 2016 is $45,509 and the Salary budget shall not exceed $210,120.

Therefore, we are recommending that the City exercise the option to extend the current contract with Midwest Pool Management for one additional year, at a cost not to exceed $255,629, for the calendar year of 2016. This amount is fully-funded within the proposed FY2016 Budget, Account 119-084-5251Misc. Contractual.

Accordingly, I request that this contract recommendation be forwarded to City Council for approval and authorization to contract with Midwest Pool Management Services not to exceed the amount of $255,629. Funds for the contract have been approved in the 2016 Misc. Contractual Account 119-084-5251

If you have any questions or require additional information, please let me know at your earliest convenience.

Concurrence: 3/30/2016
Mike Geisel, Director of Public Services

Concurrence: 3/31/16
Craig White, Director of Finance

Attachments

CHESTERFIELD
FAMILY AQUATIC CENTER
Management Operations
2016

16-PK-01

January 2016
Parks, Recreation & Arts Division
City of Chesterfield, Missouri

1. BASIC SERVICES

1.1 Operation and Maintenance

Contractor shall provide for the operation of the Chesterfield Family Aquatic Center from the Saturday preceeding Memorial Day through the Day after Labor Day, during the following hours of operation:

Monday, Tuesday, Wednesday, Thursday and Friday	12:00 P.M. – 8:00P.M.
Saturday, Sunday and Holidays	10:00 A.M. – 8:00 P.M.
Day after Labor Day (special event)	TBD

Seasonal Schedule (three weeks prior to Labor Day)

Monday, Tuesday, Wednesday, Thursday and Friday	4:00 P.M. – 8:00P.M.
Saturday, Sunday and Holidays	10:00 A.M. – 8:00 P.M.

The facility shall be made available during the morning hours from 6:30 A.M. until the start of recreation swim, for organized activities to include, but not be limited to, team sports and swimming lessons.

1.2 Additional Service

The facility shall also be available upon request to and approval by the City from 8:00 P.M. to 11:00 P.M. Friday through Sunday and Holidays for use by private groups. Contractor shall provide sufficient staff as outlined in exhibit A. The City shall be responsible for payment to the Contractor in an amount equal to the hourly fee for lifeguards or staff provided for private functions, as set out in the bid.

1.3 Closing of Pool

A. The Contractor shall have the authority to temporarily close the pool during inclement weather (below seventy-two (72) degrees, heavy rain, high winds or lightning). Pool shall remain closed for a period of at least thirty (30) minutes after the last sight of lightning. Contractor shall re-open the pool when the weather conditions permit. Staff shall remain at the pool for two (2) hours during temporary closing to re-open the pool, unless it is within one (1) hour before regular closing time. The Contractor shall provide the emergency contact number for the personnel that are to be available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise.

   Contractor shall gain approval from the City's Supervisor on duty before cutting back on guards or closing the facility for the day.

B. In the event the pool is closed during the season for any reason, not due to the fault or negligence of the Contractor and not under the control of the Contractor, the Contract shall remain in full force and effect. Should such closure continue for a period in excess of one (1) week, the City shall be entitled to a refund of any management fee expenses not incurred by the Contractor as a result of the close down.

1.4 Start Up and Shut Down of Facility

The Contractor shall be responsible for the startup and shut down of the facility at the beginning and end of the swimming season, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

A. Opening of the Facility

Contractor shall prepare to Start up (open) the Family Aquatic Center by completing the following services:

1. Check inventory and provide a written inventory report to City.
2. Clean all pool areas within enclosure, power wash decking, slide towers, features, entry way and concession areas.
3. Place pool furniture, guard chairs, funbrellas, ADA chairs, ADA ladder, and other movable equipment on deck area.
4. Open, clean and prepare facility for operation (Locker rooms, office, Lifeguard Room, decks, trash cans, picnic tables, lounge chairs, etc.).
5. Vacuum all swimming pools, lazy river, etc.
6. Have Chesterfield Family Aquatic Center ready for operation at least ten (10) days before opening date.
7. Report to City all operational deficiencies.
8. Provide office supplies (pens, paper, stamps, staples etc.) and Janitorial Supplies (toilet paper, paper towels, hand soap, body soap, etc.)
9. Furnish, store and inject necessary chemicals for operation of the pools. City will provide a certificate of sales tax exemption.

B. Closing of the Facility

Contractor shall prepare to close the Family Aquatic Center by completing the following services:

1. Clean and remove pool furniture, guard chairs, funbrellas, ADA chairs, ADA ladder and other movable equipment as needed and store on premises.

2. Drain hoses and store on premises.
3. Store all first-aid equipment.
4. Clean locker rooms, manager's office, lifeguard room and storage room, power wash breezeway, deck areas, concession area, slides, and play features, etc.
5. Prepare an inventory for City.
6. Contractor shall furnish City with a letter, no later than October 31 following close of season, stating that the Family Aquatic Center has been winterized in accordance with the Agreement.
7. An end of season inspection shall be conducted immediately upon conclusion of the season, and a written report turned into the Superintendent of Recreation Operations. The Contractor shall perform reasonable inspections of all equipment and advise the City of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report. At the City's request, the Contractor shall provide specifications for the repairs and/or replacement and present to the City.

1.5 Daily Operations

The management of the operation shall include but not limited to the managers, cashiers, lifeguards, swim team, and swim lessons. Functions of the management of operations shall include but not limited to:

1. Clean the entire Family Aquatic Center, including guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premise within twenty-five (25) feet of facility in a clean and orderly condition by the proper collection of waste, garbage, and all other debris. To be completed following the daily closing of the Family Aquatic Center to the public.
2. Enforce all rules and regulations stipulated by the City and at the request of the City. Suggest and advise with regard to additional rules and regulations for the operation of the Family Aquatic Center.
3. Maintain and produce records and reports, including maintenance sheets, water quality sheets, chemical consumption, water slide reports and Material Safety Data Sheets (MSDS) as required by the State, St. Louis County and City and meet all requirements for such.
4. Inspect and test chemicals every morning and through-out day to maintain safe chemical levels, add as necessary.
5. Maintain any additional records reasonably required by the City.
6. Furnish and supply first-aid kits and lifesaving equipment/devices adequate to meet all first-aid requirements of the Family Aquatic Center. The first aid kit should carry supplies for a minimum of one hundred (100) persons and at minimum include: adhesive bandages, sterile pads, gauge pads, eye pads, tape, dressings, elastic bandages, antiseptic, ammonia

inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, butterfly closure, large bandage patch. First aid kit should also include a pocket mask with a one way valve, and a bodily fluid exposure kit. The Contractor shall also provide first responder first aid kits, including rubber gloves and pocket mask with one way valve, for all on duty personnel. Safety equipment to include: spine board, head immobilizer, straps, spine boards, ring buoys, reaching pole, shepherds crook, rescue tubes, pocket masks, safety line, and cervical collars.

7. Secure Family Aquatic Center upon closing.
8. The Contractor shall retain a written record of all problems brought to its attention. The City will review this log. A daily log of communication shall be kept in the manager's office for the managers and City Representative to review on a daily basis.
9. Complete a daily safety inspection of the slide surfaces, looking for cracks, chips or rough spots on the rider surface. Contractor's on site staff will also inspect facility safety equipment to verify that it is rescue ready and make a walk through the facility inspecting other items as requested by the City that falls within the expertise level of the lifeguarding staff. It is understood that Contractor will not be using a man-lift or other equipment to inspect bolts and attachments on the slide or play structure towers or other safety inspections that require the special technological expertise outside of the scope of the aquatic staff. The Contractor and City will establish an agreed upon inspection list that Contractor staff will use to document the daily and weekly safety inspections.
10. Work with the City in handling complaints users may have reporting all complaints to the appropriate City Representative.
11. Conduct in-service training per guidelines of Ellis, Red Cross, Star Guard, or YMCA.
12. Keep detailed records of any pull-outs describing the circumstances surrounding the incident and denoting the specific location of the pull-out.
13. Keep the premises within twenty-five (25) feet of the fenced facility in a clean and orderly condition by the proper collection of waste, garbage and all other debris. This shall include the concession/dumpster area outside the pool fence, centering areas and walks.
14. Accident/Incident reports shall be given to the appropriate City Representative on a daily basis. The Contractor shall notify the appropriate City Representative of such accident/incident as soon as it occurs.

The general maintenance of operations shall include but not limited to the day to day maintenance of the aquatic facility. The functions of the general maintenance operations shall include but not limited to:

1. Clean the entire Family Aquatic Center, including guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premise within twenty-five (25) feet of facility in a clean and orderly condition by the proper collection of waste, garbage, and all other debris. To be completed following the daily closing of the Family Aquatic Center to the public.
2. Maintain and produce records and reports, including maintenance sheets, water quality sheets, chemical consumption, water slide reports and Material Safety Data Sheets (MSDS) as required by the State, St. Louis County and City and meet all requirements for such.
3. Contractor shall open and close the facility each day of the pool season. Turn on all pumps, motors, slides, features, etc. required for the day to day operations and turn off at end of each night.
4. Inspect water levels and turn on fill lines as needed.
5. Vacuum all pool areas as needed Each pool shall be vacuumed entirely, a minimum of twice per week. Pools shall be vacuumed before the public enters the pool. This includes before the public enters for swim lessons or swim/dive team practices.
6. Hair lent pots shall be cleaned daily.
7. Restroom/Locker Rooms shall be maintained on an hourly basis while pool is open to the public (trash/debris, soap, paper towels, toilet paper, etc).
8. Wash all gutters, pool decks, breezeway, etc daily. All areas must be power washed a minimum of twice per week, concessions area must be power washed daily. All work shall be completed immediately following the closing of the Family Aquatic Center to the public.
9. Complete a daily safety inspection of entire facility and document results. Inspect and test safety equipment and document results daily.

1.6 Operational Supplies/Utilities

Contractor shall purchase, provide, maintain and repair cleaning equipment necessary for the operations of the facility. This shall include, but not be limited to pool vacuums, aqua max, power washers, pool pumps or motors or other filtration equipment, etc. Contractor shall be responsible for the repair or replacement of any of the following equipment due to a negligent act: chemical feed pumps, chemical controllers, etc.
Contractor shall furnish all chemicals, first-aid supplies, cleaning agents, tools, materials, equipment, lifeguard umbrellas, toilet paper, paper towels, trash bags, feminine hygiene products, hand soap, body shampoo, janitorial supplies, life saving devices, deck vacuums, water hoses, deck brushes, vacuum hoses, extension poles, office supplies,

brooms etc. for the pool operation during the season. If any pools are found to leak by the City, Pool Management or Pool Maintenance Contractors, each of the three parties shall be notified. At which time, an additional charge to the City will be assessed for the pool chemicals necessary to maintain the proper water balances, should the cost of chemicals exceed the chemical budget.

1.7 Staffing

Contractor shall furnish sufficient and competent personnel for the operation of a safe and sanitary facility at all times the facility is in use, including, without limitation, lifeguard personnel whose assignment is lifeguarding during recreational swimming, instruction/lessons, swim/dive team activities and private groups; manager; assistant manager. The Contractor shall have a uniform policy which is approved by the City. All lifeguards and managers shall be dressed appropriately and uniformly identified at all times. All such personnel shall be neat and clean in appearance and courteous to the users of the Pool. All personnel must be uniformly identified at all times. All personnel employed by Contractor in the performance of this Agreement shall be employees of the Contractor and not of the City. Contractor will be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. No less than the prevailing minimum wage shall be paid by Contractor.

1. All managers and assistant managers employed shall hold a minimum qualification/certification as a Certified Pool Operator (CPO), Aquatic Facility Operator (AFO) or equivalent and Senior Lifesaving (American Red Cross, Jeff Ellis, Star Guard or YMCA Lifeguarding Certification), be at least eighteen (18) years of age, and must have prior experience in managing an aquatic facility equal or comparable to the Chesterfield Family Aquatic Center.

2. All lifeguards employed shall hold a minimum qualification of Senior Lifesaving (American Red Cross, Jeff Ellis, Star Guard or YMCA Lifeguarding Certification) and be at least fifteen (15) years of age.

3. The Contractor shall replace any personnel deemed unsatisfactory by the City and shall replace such personnel within seven (7) days of receiving written notice from the City.

4. Said personnel will be furnished in a manner to operate the Family Aquatic Center in the safest and most efficient manner possible and in the best interest of the City. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times. All personnel employed by the Contractor in the performance of fulfilling a contract for the operation and management of the Family Aquatic Center shall be considered employees of the Contractor and not of the City. All personnel employed by the

Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.

5. Chesterfield residents shall receive priority consideration when hiring for all positions. The Contractor shall provide the City applications for distribution at the Chesterfield City Hall. The Contractor shall provide the City a final complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses and phone numbers of each employee.

6. The Contractor shall provide a janitor who shall be responsible for, but not limited to, cleaning of the locker rooms, concession areas, office, guard rooms, inside and outside fenced areas and replace needed supplies as stated further in the contract.

7. The Family Aquatic Center shall be staffed for <u>all</u> public session swimming times at the following <u>minimum</u> levels:

1	Pool Manager or Assistant Manager
2	Head Guard
13	Lifeguards at Stations
3	Rotating Lifeguards
2	Cashiers
1	Maintenance/Janitor
*1	District Manager
*1	Area Supervisor

*District Manager and Area Supervisor shall be at the Family Aquatic Center to hold regularly scheduled meetings with City Representative(s) at a minimum of twice per week.

1.8 Cashiers

Contractor shall be responsible in providing a minimum of two (2) cashiers on duty at all times, who shall be at least <u>18 years of age</u>. Cashiers shall be responsible for the collection and accounting of daily receipts, as well as giving out accurate information regarding the Family Aquatic Center and its programs. Verify start up cash daily, sell swimmies, sunscreen, towels and other merchandise, distribute life vest, distribute wrist bands, monitor patrons entering and existing facilities for rule enforcement, keep front desk area clean, count money at end of day, assist manager in preparing deposit. Call police when deposit is ready to be picked up (Coordinate with the concession staff). Cashiers shall abide by the uniform policy set by the Contractor and approved by the City. Uniform for Cashiers shall consist of a minimum of a polo or t-shirt with Contractors emblem and khaki shorts.

1.9 Swim Lessons and Programs

1. The Contractor, in coordination with the City, shall provide instructional group swim lessons, private swim lessons and programs for all ages and ability levels. These group lessons/programs shall consist of a series of ten (10) group sessions including a minimum of thirty (30) minutes of instruction; Groups shall not exceed six (6) participants, except the three to five (3-5) age group shall not exceed four (4) participants per instructor. It shall be the Contractors responsibility to provide all materials and equipment for said program.

2. Contractor, in coordination with the City, shall provide appropriate staffing for additional morning programs in which the City shall have throughout the season. (i.e. Tot Time, River Walk, etc.)

3. The City shall be responsible for the registrations, collection of fees, marketing and promotions for said lessons/programs, and make payment to the Contractor for the cost of personnel.

4. All scheduling of sessions, classes etc. must be approved by and coordinated with the City.

1.10 Swim Team

1. The City will be providing opportunities for residents and non-residents of the community to participate in and/or on a youth swim and dive team sponsored by the City.

2. The Contractor shall provide a minimum of three (3) qualified swim team coaches for all practices, home and away competitions, meetings and special events.

3. All scheduling of meetings, practices, competitions and special events must be approved by and coordinated with the City.

4. Contractor shall provide adequate staffing (lifeguards and pool manager(s)) for all competitions to be held at the Family Aquatic Center.

    4. The City shall be responsible for the registrations, collections of fees, marketing and promotions, parent volunteers, ribbons, medals, trophies, timing equipment, officials etc. for said program, and make payment to the Contractor for the cost of personnel as outlined.

2.0 INSURANCE

The Contractor shall, during the term of this Agreement, at its own expense, procure and maintain insurance as follows. A comprehensive general liability insurance to include premises/operations, products, personal injury, completed operations, incidental malpractice and contractual coverage's with a minimum limit of Two Million Seven Hundred and Fifty Thousand Dollars ($2,750,000.00) combined for any single occurrence and Five hundred Thousand Dollars ($500,000.00) for any single person per occurrence and for property damage. The above coverage's must be written by an insurer having an AM Best and Company Rating of at least A+. Said liability and insurance must cover the premises herein named and all of the activities pertaining to the Contractor.

Certificates of insurance shall be filed with the City prior to commencement of this Agreement and provided annually hereafter and Contractor shall submit, during the course of this Agreement, at least fifteen (15) days prior to the expiration of any insurance policy, a certificate indicating and evidencing either a renewal or a new policy. City shall be named as an additional insured and it shall provide that the insurer shall, at least thirty (30) days prior to the expiration, amendment, or cancellation of any such policy, give the City notice in writing of such expiration, amendment, or cancellation.

3.0 WORKERS' COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the term of the Agreement, Workers' Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be One Thousand Dollars ($1,000.00) per occurrence.

4. INDEMNIFICATION

Contractor shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of Contractor's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing, Contractor's indemnity obligations are limited solely to the extent directly caused by Contractor's fault or negligence.

5. LICENSES AND PERMITS

The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Chesterfield) necessary for the operation of the facility provided, however, the contractor shall not be responsible for obtaining a use permit.

6. HEALTH AND SAFETY STANDARDS

The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Chesterfield and St. Louis County. The Family Aquatic Center will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Chesterfield, the County of St. Louis, and the operation shall be in accordance with all the rules and regulations of the health Department of the State of Missouri. The Contractor shall maintain the pool enclosure in a clean and safe condition at all times.

The Contractor will be required to participate in a complete aquatic review program as provided by Jeff Ellis & Associates, the American Red Cross or Star Guard. The costs to participate in such programs shall be borne by the contractor. Upon any change in Federal or State guidelines, which govern the Pool Contractor operations and/or employees, the Pool Contractor may present the new guidelines in an Addendum format to the City with the fiscal adjustments and reasoning's for said adjustments in writing. The City has Thirty (30) days to accept or reject the new amount.

7. CONTRACTORS BOOKS AND RECORDS

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect chemical levels, injuries, staff dialogue of daily occurrences, maintenance/janitorial information, and all necessary data to properly manage the facility and shall be given to the City on a weekly bi-weekly basis. The Contractor shall provide to the City a copy of the time cards on a weekly basis. A year end report is to be provided to the Superintendent of Recreation Operations of the City of Chesterfield no later than October 31st of each year.

8. LIQUIDATED DAMAGES AND PENALTIES

8.1 Maintenance

Contractor agrees that if he/she defaults or neglects to carry out the general maintenance work in accordance with the specifications stated herein (Hose off decks, clean restrooms, empty and take out trash, pickup trash etc.). City shall deduct from the amount owed to Contractor the cost of time, materials, and a Twenty-Five percent (25%) fee for administration for said actions taken by the City.

8.2 Register Tape

If the City gives the Contractor the responsibility of cashiering, Contractor agrees that if he/she collects fees less than indicated on the register tape at the end of the day, Contractor shall be responsible to reimburse the shortfall to the City on a monthly basis.

8.3 Staffing

Contractor agrees that should it fail, refuse, or neglect to provide staffing as specified herein, the Contractor shall pay to the City as liquidated damages in the sum of One Hundred Dollars ($100.00) for part of any hour for each and every hour said Contractor fails, refuses or neglects to perform said obligations.

8.4 Performance of Obligations

Contractor agrees that should it fail, refuse, or neglect to perform any of the obligations imposed upon it as specified herein and City is caused thereby to operate the facility or close the facility and/or seek another person, firm, company, corporation or association to operate and manage the facility, then and in the event, Contractor shall pay to City as liquidated damages in the sum of Two Thousand Dollars ($2,000.00) per day for each and every day said Contractor fails, refuses or neglects to perform said obligations until the City reopens and

operates the facilities through the balance of the season by other means as specified above. In addition to the damages set out in this section, the Contractor shall pay damages for any increase expense incurred once the City has reopened the facility due to Contractors failure to perform equal to any additional costs incurred by City to operate during the term of this agreement.

Failure to open on time (daily) according to the contract will result in a Twenty-Five Dollar ($25) fine for any amount of time under one (1) hour and Fifty Dollars ($50) for each additional hour.

8.5 Uniform

Contractor agrees to abide by the uniform policy accepted by the City of Chesterfield. The Contractor agrees to pay to the City Twenty-Five Dollars ($25) per employee per day the uniform policy is not followed.

8.6 Quit and Surrender Premises

Contractor further agrees to quit and surrender the premises to City upon the expiration or termination of this Agreement. Contractor agrees that it shall pay as liquidated damages to City, Two Thousand Dollars ($2,000.00) per day for each and every day that it continues to occupy said premises after expiration or termination.

BID FORM

_____ _____
Name of Bidder

_____ _____ _____ _____
Address City State Zip

_____
Phone No. Fax No.

Management Fee – Bid Form, Part I

The undersigned, having examined and being familiar with the conditions affecting the services to be performed as outlined in the specifications and other contract documents relating to the Chesterfield Family Aquatic Center hereby proposes and agrees to perform everything required to provide and furnish any and all labor, materials, tools and expendable equipment necessary to operate the pool in a safe and sanitary manner, in strict accordance with the aforementioned contract documents for the sum hereinafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee". Contractor shall bid on the Base Bid Management Fee and then evenly divide that bid by five (5) equal payments as outlined below.

	2016
May 15	**$10,103.00**
June 15	**$10,102.00**
July 15	**$10,102.00**
August 15	**$10,102.00**
Final Payment	**$5,000.00**
Total Base Bid (Management Fee)	**$45,509.00**

Salary Fee – Bid Form, Part II

The undersigned, having examined and being familiar with the conditions affecting the services to be performed as outlined in the specifications and other contract documents relating to the Chesterfield Family Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor including: manager, assistant manager, head lifeguards, lifeguards, janitor, swim lesson supervisor, swim instructors, swim coaches, and assistant swim coaches to operate the Aquatic Center in a safe and efficient manner in strict accordance with aforementioned contract document for the sum hereafter specified.

Maximum Base Salary	**2016**
Maximum Base Salary for Season	$210,120*

Hourly Rate for Staff	**2016**
Manager	$17.69/hour
Assistant Manager	$14.79/hour
Head Lifeguard	$14.25/hour
Lifeguard	$10.50/hour
Swim Lesson Supervisor	$16.90/hour
Swim Instructors	$11.51/hour
**Swim Coach	$16.90/hour
**Assistant Swim Coach	$12.67/hour
**Dive Coach	$16.90/hour
Janitor	_____
**Cashiers	$13.20/hour

*Hours of operation are as follows: Monday through Friday 12pm – 8pm, Saturdays, Sundays and Holidays 10am – 8pm. When the local area public schools are in session, the pool will open at 4pm on Weekdays.
**The hourly rate if the City gives the Contractor the responsibility.

1.4%

CERTIFICATION OF NON-SEGREGATION

By submission of this bid, I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated at any of my establishments, and that you will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, Centering lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars ($10,000.00) which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certification in my files, and that I will forward this notice to such proposed Contractors.

SIGNED

Contractor: _____

By: _____

Date: _____

ANTI-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or date relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have partnerships or other financial interest with said bidder in his general business.

SIGNED: _____

Title: _____

Subscribed and sworn to me before this _____ day of _____,20____

Seal of Notary

Notary Public: _____

In completing this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract Agreement, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____ certify that I am the secretary of the corporation named as Contractor herein above, that _____ who signed the following Contract Agreement on behalf of the Contractor was then of said corporation; that said Contract Agreement was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract Agreement is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of the records of the corporation which will evidence the official character and authority of the officers signing. Said copies shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract Agreement. If the Contract Agreement is not signed by each partner there shall be attached to the Contract Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such a Contract Agreement for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract Agreement and Contract Agreement shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract Agreement shall be signed with his/her official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract Agreement.

The Contract Agreement shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e. the bidder with whom the City contemplates entering into a Contract Agreement) by some officer or agent of the City duly authorized to give such notice.

CITY – CONTRACTOR AGREEMENT

This is an Agreement made and entered into the _____day of_____, 20____, by and between the City of Chesterfield, Missouri (herein called "City") and _____, a _____
With offices at _____
(hereinafter called "Contractor").

WITNESSETH: That Whereas, the Contractor submitted the successful bid for the Operations and Management of the Chesterfield Family Aquatic Center 16-PK-01.

NOW THEREFORE: The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents consist of the Invitation to Bid, Information for Bidders, Instructions to Bidders, General Conditions, Basic Services, Compensation to Contractor, Renewal Option, Insurance, Workers Compensation Insurance, Indemnification, Licenses and Permits, Health and Safety Standards, Contractors Books and Records, Liquidated Damages, Bidders Declaration, Ant-Collusion Affidavit, Certification of Non-Segregation, Specifications, all Addenda, all Modifications issued after the execution of this Contract, and this Agreement which together from the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions are applicable to this Agreement.

ARTICLE II.

Performance of the Work

The Contractor, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, county, state and federal laws. Contractor represents and warrants that he/she has special skills which qualify him/her to perform the Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall begin April 1, 2016 and ending March 31, 2017.

ARTICLE IV.

The Contract Sum and Payments

The Contract Sum shall be _____ ($_____). Based upon application for Payment submitted by the Contractor as scheduled in the Bid Document.

ARTICLE V.

Manner and Time of Completion

Completion of the Work in accordance with time limits, dates set forth and specified in the Contract Documents is an essential condition of the Contract. If the Contractor fails to complete the work in accordance with the Contract Documents, the Contractor shall pay the City liquidated damages as outlined in the Contract Documents.

ARTICLE VI.

Exclusive Contract and Termination of Contract by City

The City will award an exclusive Contract Agreement to one (1) Contractor for the right to manage and operate the facility. The Contract is valid for the 2016 pool seasons only.

This Contract Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or malfeasance by the operator. The City may also terminate this Contract Agreement for repeated noncompliance with requirements as set forth and specified in the Contract Documents. The City reserves the right to terminate the Contract Agreement for any reason with a Thirty (30) day written notice.

The City also reserves the right, by the Contract Agreement to cancel any part or all of the same for failure by the Contractor to follow terms of said Contract Agreement. All licensing, health and safety standards and regulations required by ordinances of the City of Chesterfield, St. Louis County, State of Missouri or Federal laws will be required of the Contractor. Midwest Pool Management has no authority or responsibility to make changes to the physical plant of the Chesterfield Aquatic Center. The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act, the ADA or other local, State or Federal requirements.

ARTICLE VII.

Contractor's Insurance

The Contractor shall maintain, during the term of this Contract Agreement, at its own expense, shall procure and maintain Comprehensive General Liability and Workers Compensation Insurance as set forth and specified in the Contract Document. This coverage can be provided with one policy or multiple policies.

ARTICLE VIII.

The Work

The Contractor shall furnish all labor, equipment, materials, and service necessary for the operation and management of the Chesterfield Family Aquatic Center as set forth and specified in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date first above written.

CITY OF CHESTERFIELD

By _____
Michael G. Herring, City Administrator

(SEAL)

ATTEST:

_____
Vicki Hass, City Clerk

CONTRACTOR

MIDWEST POOL MANAGEMENT OF AMERICA LTD

By _____

Title PRESIDENT

(SEAL)

ATTEST:

_____
Title: Vice President

RESOLUTION NO. 422

A RESOLUTION TO APPROVE SPECIAL COUNSEL FOR SPECIFIED WORK RELATIVE TO THE APPOINTMENT PROCESS AND CONTRACTING FOR EMPLOYMENT OF A NEW PERMANENT CITY ADMINISTRATOR AS PROVIDED FOR BY ORDINANCE 17 SECTION 3 AND CHESTERFIELD CODE SECTION 2-153.

WHEREAS, the Mayor and City Council desires to fill the position of City Administrator; and

WHEREAS, the City has established minimum qualifications and an appropriate process for employment of a competent and qualified candidate for City Administrator; and

WHEREAS, the process for employment must be in accordance with all applicable State, local laws, rules, policies, and established guidelines of the City; and

WHEREAS, the Mayor and City Council have determined that it would be prudent to seek special counsel for the specific legal expertise to ensure adherence and conformance to such guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Mayor, with the advice and consent of the City Council, is hereby authorized to seek Special Counsel for review of all necessary controlling legislation and documentation and to assist in the development and review of an employment contract for the City Administrator.

BE IT FURTHER RESOLVED that selection of said Special Counsel for work specified will be made by the Mayor at a cost not to exceed $5,000.00, and at an hourly rate not to exceed $200/hour. 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 $5,000.00 from the General Fund-Fund Reserve to the appropriate expenditure account within the General Fund Fiscal Year 2016 Budget.

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2016

CITY OF CHESTERFIELD, MISSOURI

_____

BOB NATION, MAYOR

ATTEST:

_____

Vickie Hass, City Clerk

RESOLUTION NO. 422

A RESOLUTION TO APPROVE SPECIAL COUNSEL FOR SPECIFIED WORK RELATIVE TO EMPLOYMENT OF A CITY ADMINISTRATOR TO FILL CURRENT VACANCY.

WHEREAS, the City wishes to fill the vacant position of City Administrator; and

WHEREAS, the City has determined a need for an appropriate process for employment of a competent and qualified candidate for City Administrator; and

WHEREAS, such process for employment must be in accordance with all applicable State, local laws, rules, policies, and established guidelines of the City; and

WHEREAS, adherence and conformation to such guidelines will require certain legal guidance.

NOW, THEREFORE, BE IT RESOLVED that the Mayor, with the advice and consent of the City Council, is hereby authorized to seek special counsel for review of all necessary controlling legislation and documentation, and the development of an employment contract for a City Administrator.

BE IT FURTHER RESOLVED that selection of said special counsel for work specified will be made by the Mayor at a cost not to exceed $5,000.00. 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 $5,000.00 from the General Fund-Fund Reserve to the appropriate expenditure account within the General Fund Fiscal Year 2016 Budget.

PASSED AND APPROVED THIS _____ DAY OF APRIL, 2016

CITY OF CHESTERFIELD, MISSOURI

_____

BOB NATION, MAYOR

ATTEST:

_____

Vickie Hass, City Clerk

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. 3076** – 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. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

C. **BILL NO. 3077** – AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISION ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

D. **BILL NO 3078** – 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. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

E. **BILL NO. 3079** – AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE. **(FIRST READING)**

F. **BILL NO. 3081** – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ROAD RELIQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD. **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

G. **BILL NO. 3082** - AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

H. **BILL NO. 3083** - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR'S DUTIES AND AUTHORITY. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

I. **BILL NO. 3084** - AN ORDINANCE AMENDING ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

J. **BILL NO. 3085** - AN ORDINANCE AMENDING ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

K. **BILL NO. 3086** - AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

L. **BILL NO. 3087** - AN ORDINANCE AMENDING ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL. **(FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

M. **BILL NO. 3088** - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES. **(FIRST READING)**

N. **BILL NO. 3089** - AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK. **(FIRST READING)**

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.

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

Dated: _____

CITY OF CHESTERFIELD, MISSOURI

_____
Bob Nation, Mayor

Dated: _____

ATTEST:

_____
Vickie Hass, City Clerk

ADDITIONAL TERMS OF ENGAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

CUNNINGHAM, VOGEL & ROST, P.C.

legal counselors to local government

BILLING RATES*

Attorneys:

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

** August 2016

*** October 2016 (Attorney license pending)

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

COSTS & EXPENSES

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

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

BILL NO. 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 he 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 or 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: _____

BILL NO. 3078 ORDINANCE NO. _____

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: _____

BILL NO. 3079 ORDINANCE NO._____

AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE.

WHEREAS, The City of Chesterfield will be closing River Valley Drive to through traffic by constructing a gate and a cul-de-sac; and

WHEREAS, parking vehicles in this area could prohibit emergency access through the gate and a sufficient turning radius within the cul-de-sac.

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

Section 1. Schedule IX: Parking Restrictions of Section 300 of the Code of the City of Chesterfield is hereby amended by adding provisions thereto as follows:

Part of Road or Street Where Parking is Regulated	**Parking Restrictions**
River Valley Drive, both sides, from Ridgecrest Drive to the northern City Limits	No parking anytime

Section 3. In all other respects, Section 300 is in full force and effect.

Section 4. This ordinance shall be in full force and effect from and after its passage and

Passed and approved this_____day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING HELD_____

DATE: March 14, 2016

TO: Michael G. Herring
City Administrator

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

RE: River Valley Drive Closure

As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of $155,000, which includes the low bid amount of $140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac.

✓MGH
3/15/16

The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

Action Recommended

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of $155,000 from General Fund – Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence: Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

BILL NO. 3081 ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD.

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into Road Relinquishment Agreements with the Missouri Highways and Transportation Commission for portions of Toreador Drive and Elbridge Payne Road, 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 conveyance of portions of Toreador Drive and Elbridge Payne Road, 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 3/21/2016

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 06/15 (AR)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and City of Chesterfield ("Agency").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

None

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Route 340 east outer road (Elbridge Payne Road) from station 225+30.55 northward to station 231+69.05. See Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Commission makes no representation to the state of title of the above-described property and it is incumbent upon the Agency to seek its own professional opinion as to the resulting state of title. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) UTILITY CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency:

The Agency, by acceptance of this conveyance, covenants and agrees for

itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

(6) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____
Title _____

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

City of Chesterfield

By: _____
Title _____

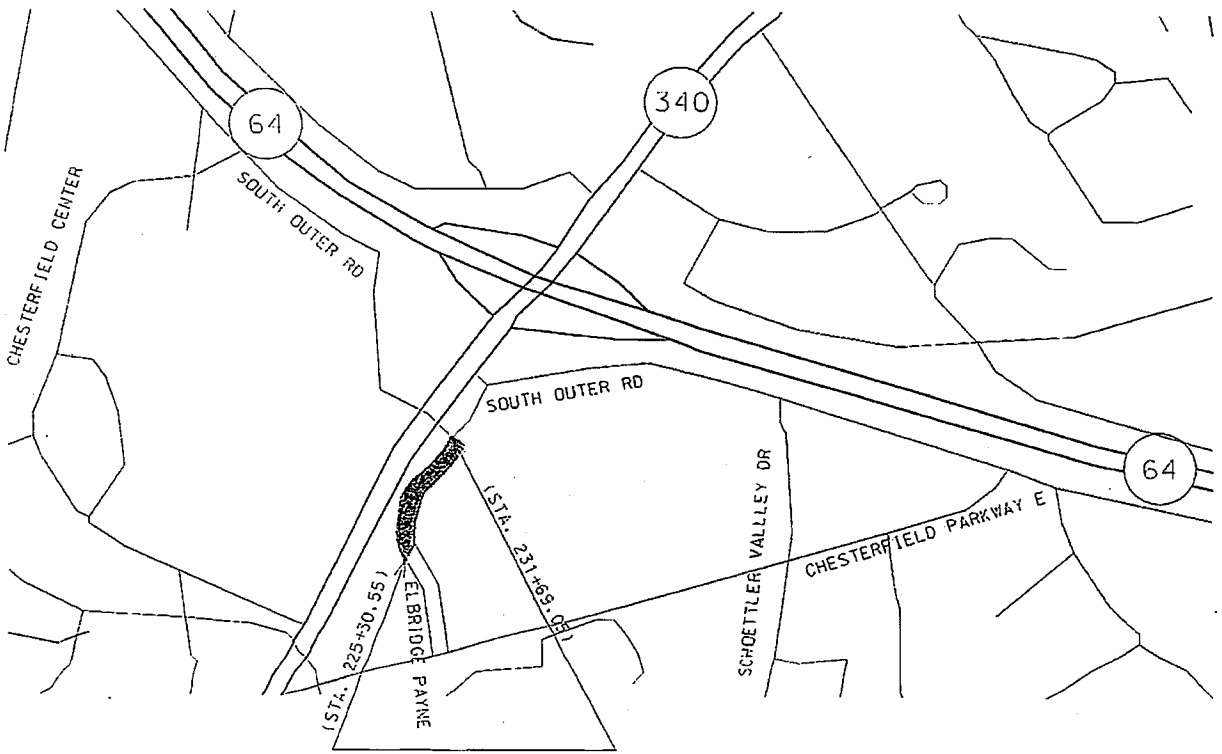
By _____
Title _____

Approved as to Form:

_____
Title _____

Ordinance No. _____

Exhibit A



SOUTH OUTER RD
CONVEY TO THE CITY OF CHESTERFIELD
(0.12 MI.)

CHANGES IN ROUTE STATUS
SOUTH OUTER RD
ST. LOUIS COUNTY

LEGEND
CONVEY TO THE
CITY OF CHESTERFIELD - PURPLE

NOT TO SCALE

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 06/15 (AR)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and City of Chesterfield ("Agency").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

None

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Toreador Drive from the intersection with Route 340 southward approximately 600 feet to the existing City of Chesterfield right of way. See Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Commission makes no representation to the state of title of the above-described property and it is incumbent upon the Agency to seek its own professional opinion as to the resulting state of title. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) UTILITY CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency:

The Agency, by acceptance of this conveyance, covenants and agrees for

itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

(6) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____
Title _____

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

City of Chesterfield

By: _____
Title _____

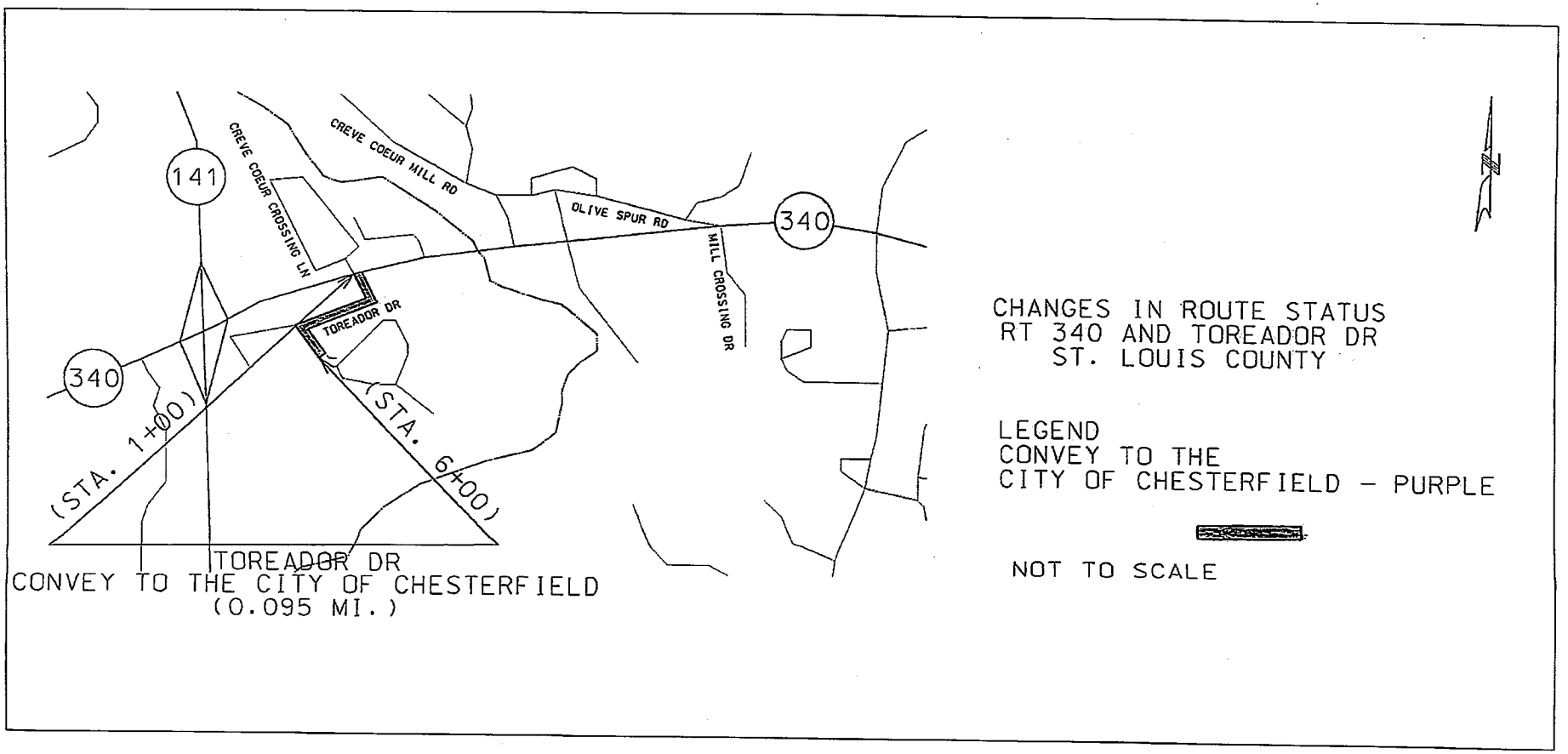
By _____
Title _____

Approved as to Form:

_____
Title _____

Ordinance No. _____

Exhibit A


141
340
340
CREVE COEUR CROSSING LN
CREVE COEUR MILL RD
OLIVE SPUR RD
MILL CROSSING DR
TOREADOR DR
(STA. 1+00)
(STA. 6+00)
TOREADOR DR
CONVEY TO THE CITY OF CHESTERFIELD
(0.095 MI.)
CHANGES IN ROUTE STATUS
RT 340 AND TOREADOR DR
ST. LOUIS COUNTY
LEGEND
CONVEY TO THE
CITY OF CHESTERFIELD - PURPLE
NOT TO SCALE

BILL NO. 3082 **ORDINANCE NO. ____**

AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES.

WHEREAS, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 7, was passed and approved by the City Council on June 1st, 1988; and

WHEREAS, Section 9 of Ordinance 7 requires the Mayor to perform the duties of the City Administrator during any period in which the City is without a City Administrator or City Administrator Pro tem; and

WHEREAS, the City of Chesterfield passed and approved Ordinance 398 on February 5th, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

WHEREAS, the adopted Code did not incorporate the specific provisions of Ordinance 7, Section 9; and

WHEREAS, Missouri Revised Statutes, RSMo 77.450 provides guidance for temporary appointments.

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

Section 1.
Section 7 of Ordinance #9 which is copied below for reference, is hereby deleted in its entirety.

(To be deleted) Ordinance #7, Section 9. During any period in which the City of Chesterfield is without a City Administrator or City Administrator pro tem, the Mayor shall have the responsibility to perform the City Administrator's duties.

Section 2.
All other sections and provisions of Ordinance #9 are unchanged.

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

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3083 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATORS DUTIES AND AUTHORITY.

WHEREAS, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 8, was passed and approved by the City Council on June 1st, 1988; and

WHEREAS, the City of Chesterfield passed and approved Ordinance 398 on February 5th, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

WHEREAS, Section 2-74 of the adopted Code differs from Ordinance 8, Section 9; and

WHEREAS, The City Council desires to reconcile the City Code with Ordinance #8 and provide for clear understanding.

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

Section 1.
Ordinance 8, Section 9 is hereby deleted and replaced to read as follows:

> ***Section 9 Duties and Authority.*** *The City Administrator shall be the* ***Chief Administrative Officer of the City and shall serve as the Chief Administrative Assistant to the Mayor****. He shall be responsible for the administration and management of the business and employees of the City subject to the direction and supervision of the Mayor and City Council. To that end, he shall have the following duties and powers:*

(A) *General administrative.*

(1) *Carry out all lawful policies established by the Mayor and City Council.*

(2) *Establish short and long-range goals for the City with the approval of the Mayor and City Council.*

(3) *Develop a plan of organization to establish areas of responsibility, lines of authority and formal channels of communication for approval by the Mayor and City Council.*

(4) *Provide for the maintenance of the physical property and equipment of the City; meet operation conditions in compliance with applicable federal, state and local legal requirements.*

(5) *Provide for periodic reports to the Mayor and City Council on all aspects of the City's activities.*

(6) *Provide for meaningful relationships and communications between the City and its residents.*

(7) *Provide for an economic, efficient and safe delivery of supplies and services necessary in rendering efficient services to the City and its residents.*

(8) *Provide for a sound, stable and realistically economical insurance and bonding program for all aspects of City liability and risk.*

(9) *Supervise the operational activities of all City Departments.*

(10) *Coordinate the activities of all Departments, Agencies and Offices.*

(11) *Prescribe such rules and regulations as are necessary for the conduct of the City's Departments, Agencies and Offices, and revoke, suspend or amend any rule or regulation of any City Department, Agency or Office.*

(12) *Be accountable to the Mayor and City Council for any actions taken when requested to do so, and at all times be subject to the* ***direction and*** *supervision of the Mayor* ***and*** *City Council.*

(13) *Prepare and submit to the Mayor and City Council an annual statement of objectives which will specify goals and time tables consistent with objectives set forth by the Mayor and City Council.*

(14) *Perform related duties as required by the Mayor and City Council not inconsistent with the statutes of the State of Missouri and the ordinances of the City of Chesterfield.*

(B) *Budgetary. A plan for the fiscal solvency and security of the City, including the submission of a realistic annual budget which provides for a program of sound fiscal management.*

(C) *Committee liaison.*

(1) Attend all meetings of the City Council and, as requested, meetings of all ***City Council*** *committees.*

(2) Serve as liaison between the Mayor and City Council and the various Committees, Boards and Commissions of the City and their members.

(D) Personnel.

(1) Recommend the establishment and maintenance of personnel programs employing sound personnel policies and practices which are internally consistent and externally competitive.

(2) Promote the organization and continuing development of a competent City staff.

(3) Design, prepare and submit for review and adoption by the City Council personnel procedures, position classifications and compensation schedules for employees covered in the City's personnel program.

(4) Prescribe the functions and duties of officers and employees of the City not otherwise prescribed by any ordinance of the City of Chesterfield.

(5) Appoint, promote or remove from service all officers, who are not elected to office, and employees of the City, except as otherwise provided by law or City ordinance; provided, however, that any person so removed from service may appeal his dismissal to the Mayor and City Council by giving notice in writing within ten (10) days following notification of dismissal. All such actions by the Administrator shall be based upon merit, qualifications or disqualifications of the officers or employees concerned without regard to his political beliefs or affiliations.

(6) Establish such administrative rules and regulations, not inconsistent with law or established City policy, as may be necessary or proper for the efficient and economical conduct of the business of the City.

(E) Financial.

(1) Supervise the collection and deposit of all taxes and revenues such as, but not limited to, sales, personal property, real estate, gasoline, cigarette and intangible taxes and road and bridge fund revenues, license and permit fees, federal revenue sharing funds and court fines.

(2) Supervise in the manner prescribed by ordinance the purchase of all materials, supplies and equipment for which funds are provided in the budget or appropriated by the City Council.

(3) Keep the Mayor and City Council advised of the financial condition and future needs of the City, including the anticipated financial impact of proposed ordinances and make such recommendations as he may deem appropriate.

(4) Supervise the preparation of a monthly status report covering all departmental operations and City financial conditions.

(5) Supervise and coordinate efforts on behalf of the City to obtain financial grants from any sources.

(6) Keep fully advised of the financial condition and future financial needs of the City.

(7) Serve as ex-officio Deputy Collector for the City and have and perform all of the authority, rights and duties of the Collector in the event of his refusal to do so, absence, illness or disability, but at no additional compensation therefor.

(F) Press releases. The Administrator shall be responsible for keeping the public informed of the purposes and methods of the City government through all available news media.

(G) Other duties. Perform such other duties as may be imposed upon him by the Mayor and City Council or by a contract of employment with the City.

Section 2.
All other sections and provisions of Ordinance #8 are unchanged.

Section 3.
Chesterfield City Code Section 2-74 is deleted and replaced in like manner as Ordinance #8 Section 9 was replaced by text provided in Section 1 herein, to read as follows:

Section 2-74 Duties and authority.
The City Administrator shall be the ***Chief Administrative Officer of the City and shall serve as the Chief Administrative Assistant to the Mayor****. He shall be responsible for the administration and management of the business and employees of the City subject to the direction and supervision of the Mayor and City Council. To that end, he shall have the following duties and powers:*

(1) General administrative.

(a) Carry out all lawful policies established by the Mayor and City Council.

(b) Establish short and long-range goals for the City with the approval of the Mayor and City Council.

(c) Develop a plan of organization to establish areas of responsibility, lines of authority and formal channels of communication for approval by the Mayor and City Council.

(d) *Provide for the maintenance of the physical property and equipment of the City; meet operation conditions in compliance with applicable federal, state and local legal requirements.*

(e) *Provide for periodic reports to the Mayor and City Council on all aspects of the City's activities.*

(f) *Provide for meaningful relationships and communications between the City and its residents.*

(g) *Provide for an economic, efficient and safe delivery of supplies and services necessary in rendering efficient services to the City and its residents.*

(h) *Provide for a sound, stable and realistically economical insurance and bonding program for all aspects of City liability and risk.*

(i) *Supervise the operational activities of all City Departments.*

(j) *Coordinate the activities of all Departments, Agencies and Offices.*

(k) *Prescribe such rules and regulations as are necessary for the conduct of the City's Departments, Agencies and Offices, and revoke, suspend or amend any rule or regulation of any City Department, Agency or Office.*

(l) *Be accountable to the Mayor and City Council for any actions taken when requested to do so, and at all times be subject to the* ***direction and*** *supervision of the Mayor* ***and*** *City Council.*

(m) *Prepare and submit to the Mayor and City Council an annual statement of objectives which will specify goals and time tables consistent with objectives set forth by the Mayor and City Council.*

(n) *Perform related duties as required by the Mayor and City Council not inconsistent with the statutes of the State of Missouri and the ordinances of the City of Chesterfield.*

(2) *Budgetary. A plan for the fiscal solvency and security of the City, including the submission of a realistic annual budget which provides for a program of sound fiscal management.*

(3) *Committee liaison.*

(a) *Attend all meetings of the City Council and, as requested, meetings of all* ***City Council*** *committees.*

(b) *Serve as liaison between the Mayor and City Council and the various Committees, Boards and Commissions of the City and their members.*

(4) *Personnel.*

(a) *Recommend the establishment and maintenance of personnel programs employing sound personnel policies and practices which are internally consistent and externally competitive.*

(b) *Promote the organization and continuing development of a competent City staff.*

(c) *Design, prepare and submit for review and adoption by the City Council personnel procedures, position classifications and compensation schedules for employees covered in the City's personnel program.*

(d) *Prescribe the functions and duties of officers and employees of the City not otherwise prescribed by any ordinance of the City of Chesterfield.*

(e) *Appoint, promote or remove from service all officers, who are not elected to office, and employees of the City, except as otherwise provided by law or City ordinance; provided, however, that any person so removed from service may appeal his dismissal to the Mayor and City Council by giving notice in writing within ten (10) days following notification of dismissal. All such actions by the Administrator shall be based upon merit, qualifications or disqualifications of the officers or employees concerned without regard to his political beliefs or affiliations.*

(f) *Establish such administrative rules and regulations, not inconsistent with law or established City policy, as may be necessary or proper for the efficient and economical conduct of the business of the City.*

(5) *Financial.*

(a) *Supervise the collection and deposit of all taxes and revenues such as, but not limited to, sales, personal property, real estate, gasoline, cigarette and intangible taxes and road and bridge fund revenues, license and permit fees, federal revenue sharing funds and court fines.*

(b) *Supervise in the manner prescribed by ordinance the purchase of all materials, supplies and equipment for which funds are provided in the budget or appropriated by the City Council.*

(c) *Keep the Mayor and City Council advised of the financial condition and future needs of the City, including the anticipated financial impact of proposed ordinances and make such recommendations as he may deem appropriate.*

(d) *Supervise the preparation of a monthly status report covering all departmental operations and City financial conditions.*

(e) *Supervise and coordinate efforts on behalf of the City to obtain financial grants from any sources.*

(f) *Keep fully advised of the financial condition and future financial needs of the City.*

(g) *Serve as ex-officio Deputy Collector for the City and have and perform all of the authority, rights and duties of the Collector in the event of his refusal to do so, absence, illness or disability, but at no additional compensation therefor.*

(6) *Press releases. The Administrator shall be responsible for keeping the public informed of the purposes and methods of the City government through all available news media.*

(7) *Other duties. Perform such other duties as may be imposed upon him by the Mayor and City Council or by a contract of employment with the City.*

Section 4.
Ordinance 8, Section 15 is hereby deleted and replaced to read as follows:

Section 15. Interference by City Councilmembers Prohibited; Exceptions. No member of the City Council shall directly interfere with the conduct of any Department, Agency or Office or with the duties of employees subordinate to the Administrator. ***Nothing herein is intended to limit communications between Elected Officials, the City Administrator, and Department Heads. However, no Elected Official is authorized or permitted to interfere with employees subordinate to the Administrator that would require substantial effort, investigation, creation of work product or otherwise cause staff to deviate from the execution of normal work processes or existing assignments. Any such request by an elected official should be directed to a standing committee of council for disposition.***

Section 5.
Chesterfield City Code Section 2-80 is deleted and replaced with the provisions of Section 4 herein, in like manner as Ordinance #8 Section 15 was replaced, to read as follows:

Section 2-80 Interference by City Councilmembers prohibited, exceptions.
No member of the City Council shall directly interfere with the conduct of any Department, Agency or Office or with the duties of employees subordinate to the Administrator. ***Nothing herein is intended to limit communications between Elected Officials, the City Administrator, and Department Heads. However, no Elected Official is authorized or permitted to interfere with employees subordinate to the Administrator that would require substantial effort, investigation, creation of work product or otherwise cause staff to deviate from the execution of normal work processes or existing assignments. Any such request by an elected official***

should be directed to a standing committee of council for disposition.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3084 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS.

WHEREAS, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 505, was passed and approved by the City Council on October 1st, 1990 requires that notice be provided to the City Administrator; and

WHEREAS, Chesterfield City Code Section 2-5 requires that notice be provided to the City Administrator; and

WHEREAS, Chapter 77.600 RSMo 1986, referenced by Ordinance 505 requires that the specified notice be delivered to the Mayor; and

WHEREAS, The City Council desires to reconcile Ordinance 505 and the City Code with State Statutes.

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

Section 1.
Ordinance 505, Section 1 is hereby amended by removing the words City Administrator and replacing them with Mayor, to read as follows:

> ***Section 1.*** *In accordance with Chapter 77.600 RSMo 1986, no action shall be maintained against the City on account of any injuries growing out of any defect or unsafe condition of or on any bridge, boulevard, street, sidewalk or thoroughfare in the City, until notice shall first have been given in writing to the* ~~***City Administrator***~~ ***Mayor and the City Administrator.***

Section 2.
All other sections and provisions of Ordinance 505 are unchanged.

Chesterfield City Code Section 2-5 (a) is hereby amended by removing the words City Administrator and replacing them with Mayor, to read as follows:

> Sec. 2-5 Notice of claim prior to institution of suit for damages against the City
>
> *(a) In accordance with Chapter 77.600 RSMo 1986, no action shall be maintained against the City on account of any injuries growing out of any defect or unsafe condition of or on any bridge, boulevard, street, sidewalk or thoroughfare in the City, until notice shall first have been given in writing to the* ***~~City Administrator~~ Mayor and the City Administrator.***

Section 4.
All other sections and provisions of City Code Section 2-5(a) are unchanged.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3085 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL.

WHEREAS, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 11, was passed and approved by the City Council on June 1st, 1988; and

WHEREAS, the City of Chesterfield passed and approved Ordinance 398 on February 5th, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

WHEREAS, Section 2-29 of the adopted Code requires that the Mayor execute all contracts and legal documents; and

WHEREAS, The City Council has determined that the responsibility for execution of specific documents may be more appropriately designated dependent upon the type and content of said documents.

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

Section 1.
Ordinance 11, Section 3 is hereby amended by deleting the sentence "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council" to read as follows:

> The Mayor shall be the chief executive officer of the City and shall be recognized as the official head of the City by the Governor for all legal purposes. The Mayor shall preside at all meetings of the City Council and all ceremonial occasions. ~~**The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council.**~~

The Mayor shall preside over the City Council but shall not vote except in case of a tie in said Council, when he shall cast the deciding vote; but provided, however, that he shall have no such power to vote in cases when he is an interested party.

Section 2.
All other sections and provisions of Ordinance 11 are unchanged.

Section 3.
Chesterfield City Code Section 2-29 is hereby amended by deleting the sentence "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council" to read as follows:

Sec. 2-29 Duties and Powers
The Mayor shall be the chief executive officer of the City and shall be recognized as the official head of the City by the Governor for all legal purposes. The Mayor shall preside at all meetings of the City Council and all ceremonial occasions. ~~**The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council.**~~ The Mayor shall preside over the City Council but shall not vote except in case of a tie in said Council, when he shall cast the deciding vote; but provided, however, that he shall have no such power to vote in cases when he is an interested party.

Section 4.
All other sections and provisions of City Code Section 2-29 are unchanged.

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

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3086 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL.

WHEREAS, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 12, was passed and approved by the City Council on June 1st, 1988 and Section 6 therein describes the schedule for regular meetings of City Council; and

WHEREAS, Ordinance 528, was passed and approved by the City Council on December 3rd, 1990 amended Ordinance 12 by changing the hour of the regular meetings of City Council; and

WHEREAS, Chesterfield City Code Section 2-47 includes the provisions of Ordinance 12 and Ordinance 528, which prescribe the schedule for regular meetings of City Council; and

WHEREAS, The City Council desires to reconcile the Ordinances and Code with City Council scheduling preferences.

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

Section 1.

Ordinance 12, Section 6 is hereby deleted and replaced to read as follows:

> **Delete Existing Section 6.**
>
> ***Section 6.*** The regular meeting of the City Council shall be on the First and Third Mondays of each month beginning at 7:30 p.m. and no notice of such regular meetings shall be required provided that if such meeting date should fall on a legal holiday or if there is no quorum present, the meeting shall be held on the following day at 7:30 p.m.. The meeting place of the Council shall be at the City Hall unless otherwise ordered by the Council.

Replace with new Section 6

Section 6. ***Regular meetings of the Chesterfield City Council shall be on the First and Third Mondays of each month beginning at 7:00 p.m. The meeting place of the City Council shall be at the City Hall unless otherwise ordered by the City Council. The City Council may cancel or reschedule meetings if City Council determines it to be in the best interests of the general public. Notice for all meetings shall be provided in accordance with RSMo 610.***

Section 2.

In all other respects, the remaining provisions of Ordinance 12 are unchanged.

Section 3.

Ordinance 528 is repealed in its entirety

Section 4.

Chesterfield City Code Section 2-47 is deleted and replaced to read as follows:

Delete

Section 2-47 Regular Meetings.

The regular meeting of the City Council shall be on the first and third Mondays of each month beginning at 7:00 p.m. and no notice of such regular meetings shall be required provided that if such meeting date should fall on a legal holiday or if there is no quorum present, the meeting shall be held on the following day at 7:00 p.m. The meeting place of the Council shall be at the City Hall unless otherwise ordered by the Council.

Replace with new Section 2-47

Section 2-47 Regular Meetings.

Regular meetings of the Chesterfield City Council shall be on the First and Third Mondays of each month beginning at 7:00 p.m. The meeting place of the City Council shall be at the City Hall unless otherwise ordered by the City Council. The City Council may cancel or reschedule meetings if City Council determines it to be in the best interests of the general public. Notice for all meetings shall be provided in accordance with RSMo 610.

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

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3087 **ORDINANCE NO. ____**

AN ORDINANCE AMENDING ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL.

WHEREAS, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 12, was passed and approved by the City Council on June 1st, 1988 and Section 6 therein describes the schedule for regular meetings of City Council; and

WHEREAS, Chesterfield City Code Section 2-50 includes the provisions of Ordinance 12 Section 9, which prescribe the Rules of Procedure for the conduct of all meetings of the City Council; and

WHEREAS, The City Council desires to reconcile the Ordinances and Code with City Council procedures and practices.

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

Section 1.

Ordinance 12, Section 9 is hereby amended by deleting Rule 3 and re-numbering the subsequent rules as follows:

The following rules of procedure shall govern the conduct of all meetings of the City Council, although these rules, other than those prescribed by statute, may be suspended at any time by the consent of a majority of the Council present at any meeting.

Rule 1. *The Mayor shall decide all questions of order.*

Rule 2. *A member of Council discussing a question shall address the Mayor and no member of Council has the floor until recognized by the Mayor.*

Delete Rule 3.

~~***Rule 3.***~~ ~~***A roll call vote of yeas and nays shall be taken and recorded on the journal of proceedings for all ordinances or propositions which create any liability against or obligation on the part of the City or for the expenditure or appropriation of its money, and in all other instances where request therefore is made by any member of Council.***~~

Rule ***3~~4~~.*** *All motions and amendments shall be reduced to writing at the request of the Mayor or any Councilman and shall be handed to the City Clerk, who shall read the same to the City Council.*

Rule ***4~~5~~.*** *No vote or action of the City Council shall be rescinded at any special meeting unless there be present at such meeting as many members of the Council as were present when such vote or action was taken.*

Rule. ***5~~6~~.*** *All meetings of the Council shall be open to the public, except as to portions of such meetings from which the Council may, by majority vote of the members present and voting, exclude the public as permitted under the Sunshine Act as amended.*

Rule ***6~~7~~.*** *Any person in attendance at an executive session is honor-bound not to violate the confidentiality of the discussion taking place during the session, except as to any portions thereof which may clearly transgress the Sunshine Act.*

Rule ***7~~8~~.*** *The City Administrator shall set the agenda for each regular meeting and each special meeting, and shall make the same known to the Council and to the press as far in advance of such meeting as may be practicable, preferably two (2) days in advance of such meeting.*

Rule ***8~~9~~.*** *The general public shall be afforded an opportunity to address the Council during the portion of the order of business set aside for Communications and Petitions. Any person desiring to address the Council shall be required to identify himself, stating his home address or place of business, and to address his remarks to the Mayor. Councilmen desiring further information or comment from the speaker or from any other person in the audience should request the same through the Mayor. Protracted, repetitive, irrelevant or abusive remarks from the public may be closed off at any time by direction of the Mayor.*

Section 2.
In all other respects, the remaining provisions of Ordinance 12 are unchanged.

Section 3.
Chesterfield City Code Section 2-50 is hereby amended by deleting Rule 3 and re-numbering the subsequent rules, in the identical way as Ordinance 12 Section 9 was amended in Section 1 of this ordinance:

Section 2-50 Rules of procedure.
The following rules of procedure shall govern the conduct of all meetings of the City Council, although these rules, other than those prescribed by statute, may be suspended at any time by the consent of a majority of the Council present at any meeting.

Rule 1. *The Mayor shall decide all questions of order.*

Rule 2. *A member of Council discussing a question shall address the Mayor and no member of Council has the floor until recognized by the Mayor.*

Delete Rule 3.
~~***Rule 3.***~~ ~~***A roll call vote of yeas and nays shall be taken and recorded on the journal of proceedings for all ordinances or propositions which create any liability against or obligation on the part of the City or for the expenditure or appropriation of its money, and in all other instances where request therefore is made by any member of Council.***~~

Rule ***3***~~*4*~~. *All motions and amendments shall be reduced to writing at the request of the Mayor or any Councilman and shall be handed to the City Clerk, who shall read the same to the City Council.*

Rule ***4***~~*5*~~. *No vote or action of the City Council shall be rescinded at any special meeting unless there be present at such meeting as many members of the Council as were present when such vote or action was taken.*

Rule. ***5***~~*6*~~. *All meetings of the Council shall be open to the public, except as to portions of such meetings from which the Council may, by majority vote of the members present and voting, exclude the public as permitted under the Sunshine Act as amended.*

*Rule **6**~~7~~.* *Any person in attendance at an executive session is honor-bound not to violate the confidentiality of the discussion taking place during the session, except as to any portions thereof which may clearly transgress the Sunshine Act.*

*Rule **7**~~8~~.* *The City Administrator shall set the agenda for each regular meeting and each special meeting, and shall make the same known to the Council and to the press as far in advance of such meeting as may be practicable, preferably two (2) days in advance of such meeting.*

*Rule **8**~~9~~.* *The general public shall be afforded an opportunity to address the Council during the portion of the order of business set aside for Communications and Petitions. Any person desiring to address the Council shall be required to identify himself, stating his home address or place of business, and to address his remarks to the Mayor. Councilmen desiring further information or comment from the speaker or from any other person in the audience should request the same through the Mayor. Protracted, repetitive, irrelevant or abusive remarks from the public may be closed off at any time by direction of the Mayor.*

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3088 **ORDINANCE NO. ____**

AN ORDINANCE AMENDING ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES.

WHEREAS, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 8, was passed and approved by the City Council on June 1st, 1988; and

WHEREAS, the City of Chesterfield passed and approved Ordinance 398 on February 5th, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

WHEREAS, Section 2-82 of the adopted Code differs from Ordinance 8, Section 17 of Ordinance 8; and

WHEREAS, The City Council desires to reconcile the City Code with Ordinance #8 and provide for clear understanding.

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

Section 1.
Ordinance 8, Section 17 is hereby deleted and replaced to read as follows:

Section 17 Administrator Pro-Tem. *In the event that the Administrator shall be absent due to illness, disability, vacation or for personal reasons, the City Administrator shall designate a* ***City Employee to serve*** *as temporary City Administrator who shall have and perform all of the powers, rights and duties of the Administrator during such absence, but the individual so designated shall receive no additional compensation therefor.* ***In the event the duration of the absence is expected to exceed five (5) working days, the City Administrator's designate is subject to the consent of the Mayor.***

Section 2.
All other sections and provisions of Ordinance #8 are unchanged.

Section 3.
Chesterfield City Code Section 2-82 is deleted and replaced in like manner as Ordinance #8 Section 17 was replaced by text provided in Section 1 herein, to read as follows:

Section 2-82 Administrator Pro-Tem.
In the event that the Administrator shall be absent due to illness, disability, vacation or for personal reasons, the City Administrator shall designate a ***City Employee to serve as*** *temporary City Administrator who shall have and perform all of the powers, rights and duties of the Administrator during such absence, but the individual so designated shall receive no additional compensation therefor.* ***In the event the duration of the absence is expected to exceed five (5) working days, the City Administrator's designate is subject to the consent of the Mayor.***

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

BILL NO. 3089 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK.

WHEREAS, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

WHEREAS, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

WHEREAS, Ordinance 4 containing provisions related to the City Clerk and City Clerk's duties, was passed and approved by the City Council on June 1st, 1988; and

WHEREAS, Chesterfield City Code Section 2-91 contains provisions regarding the appointment, supervision and termination of the City Clerk; and

WHEREAS, RSMo 77.410 prescribe the statutory duties of the City Clerk, and

WHEREAS, The City Council desires to reconcile the City Code with City Council procedures and practices.

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

Section 1.
The existing Chesterfield City Code Section 2-91 is deleted and replaced.

Delete the existing section
Section 2-91 Appointment
The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years or until his employment is terminated by the Mayor with the approval and consent of the City Council. Such termination shall not be effective until thirty (30) days' written notice thereof has been given to the City Clerk.

Section 2.
Chesterfield City Code Section 2-91 is replaced as follows:

Replace with New section which reads as follows:
Section 2-91 Appointment
The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.

Section 3.
Ordinance 4 is unchanged by this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____
Bob Nation, MAYOR

ATTEST:

_____
Vickie Hass, CITY CLERK

FIRST READING HELD_____

LEGISLATION – PLANNING COMMISSION

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

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 5th 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 11th day of January 2016, does hereby adopt this

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

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

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

Passed and approved this _____ day of _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

FIRST READING HELD: 03/21/2016

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:

      <u>Normal Hours</u>
      6 a.m. to 11 p.m., Sunday – Thursday
      6 a.m. to 12 midnight, Friday and Saturday

      <u>Seasonal Hours</u>
      (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:

Type of Development	Required Contribution
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

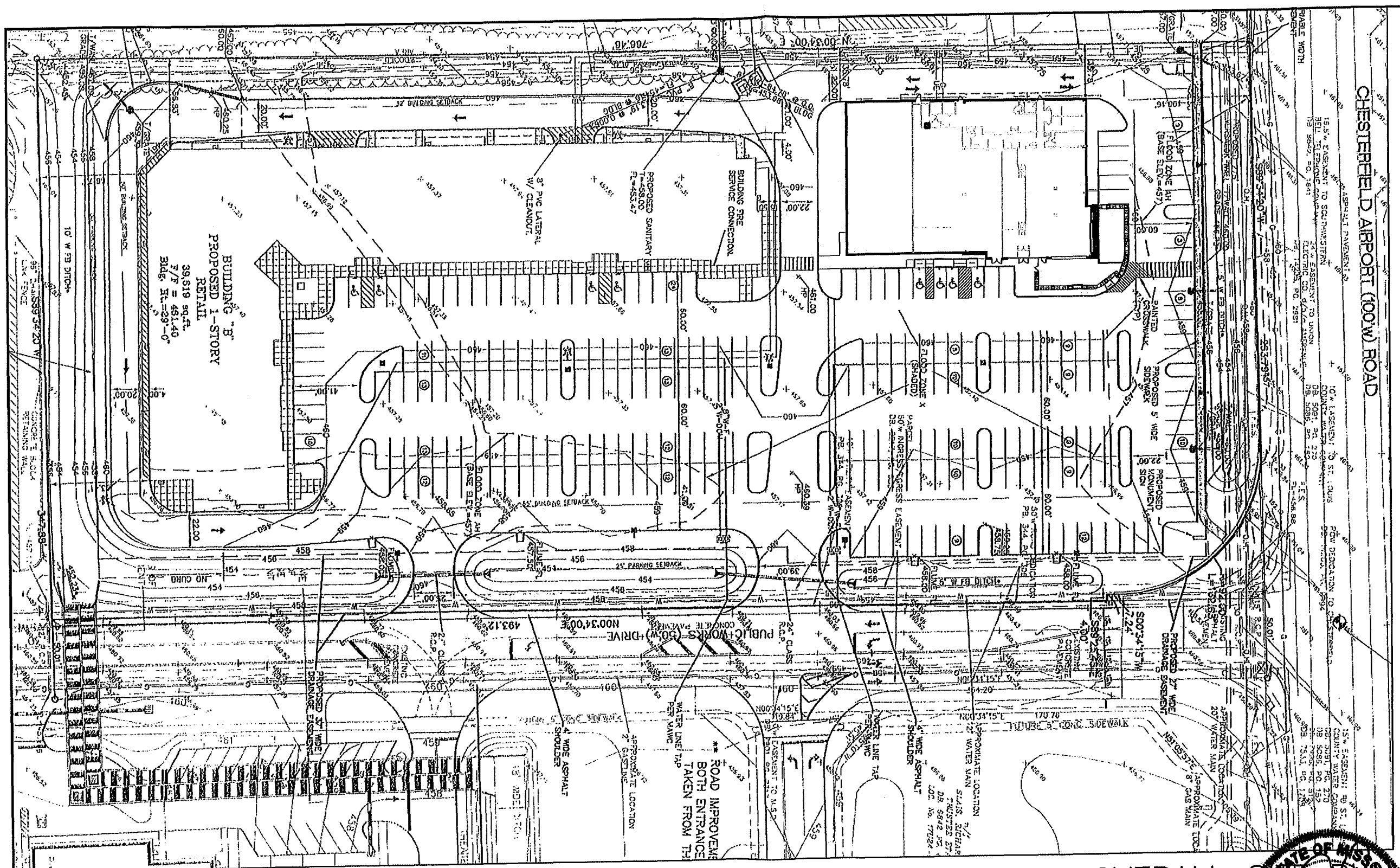
A. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.

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.



OVERALL

SCALE:

CITY OF CHESTERFIELD

PLANNED DISTRICT ORDINANCE
ATTACHMENT B

STATE OF MISSOURI
PATRICK T. BRINETT
NUMBER
PE-2002003134
PROFESSIONAL ENGINEER

Rev. #	Date	Description

Burgundy Arrow, LLC
7211 Delmar Blvd. St. Louis, MO 63130

101 Chesterfield Valley Dr
Chesterfield, MO 63005

Overall Site Plan

CORE STATES GROUP
50 Overbrook Executive Center, Suite 500
St. Louis, Missouri 63141
Phone (314) 845-4320
Fax (314) 845-4323

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

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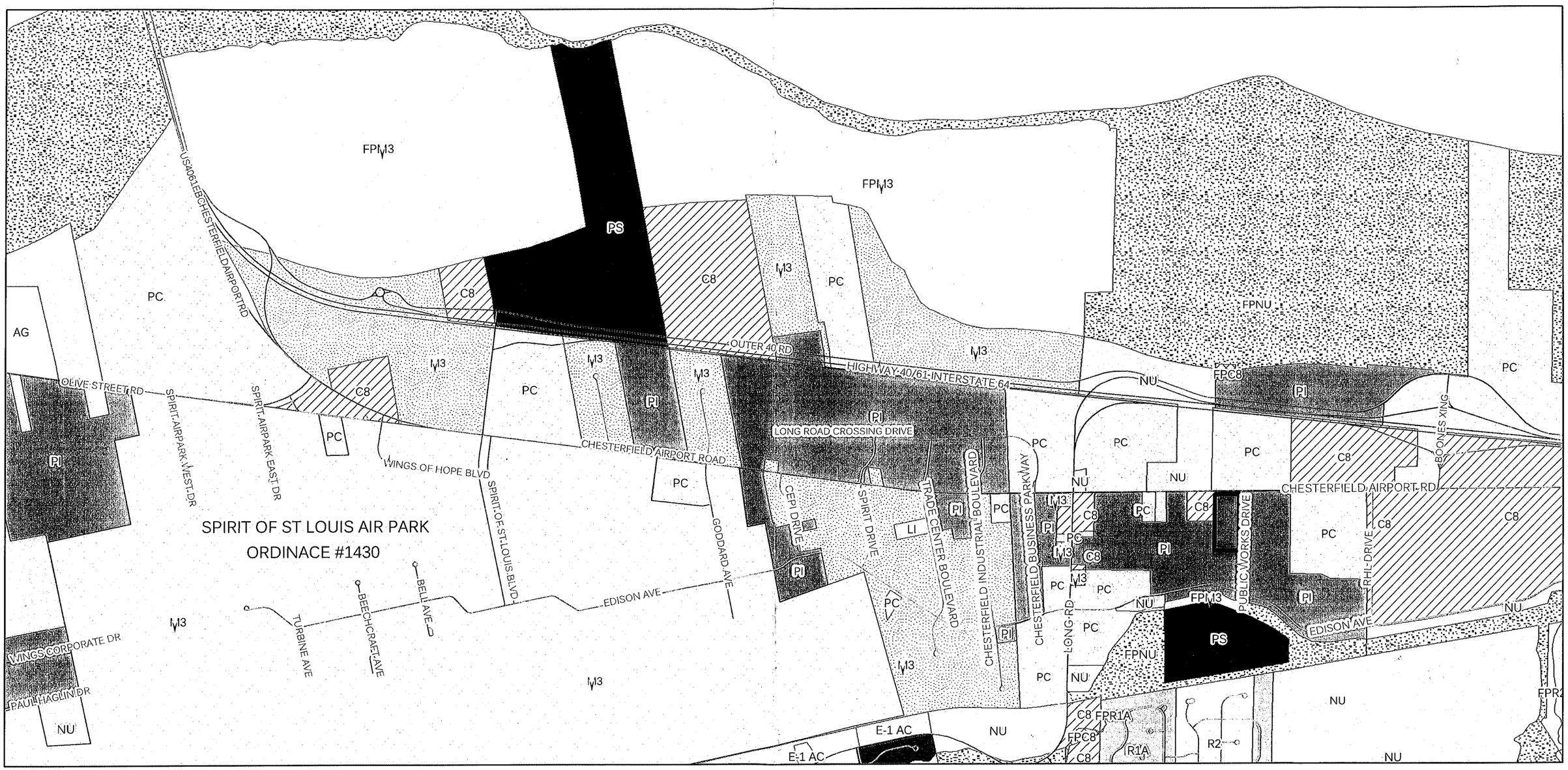
C-1
2 OF 2

Drawing: S:\MOM - Missouri Misc\MOM-17623 (St. Louis - Chesterfield, MO)\02 Civil\MOM-17623 (Chesterfield, MO).dwg Layout: 1-Overall
User: MABRINETT Last Modified: Nov. 13, 15 - 14:42
Plot Date/Time: Nov. 13, 15 - 14:45:19

Chesterfield Valley Zoning Districts



Information Provided By:
CITY OF CHESTERFIELD
DEPARTMENT OF PUBLIC SERVICES
MAPPING/GIS

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