



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, August 1, 2016
5:30PM**

- 1. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
 - A. Bill No. 3099- P.Z 11-2015 Kemp Auto Museum (Second Reading)**
 - B. Bill No. 3103 Boundary Adjustment Plat (Friendship Village of West County) (First & Second Readings)**
 - C. Next meeting – Thursday, August 4 (5:30pm)**

- 2. Finance and Administration Committee – Chairperson Bruce DeGroot, Ward IV**
 - A. City Council 2017 Proposed Meeting Schedule (Voice Vote)**
 - B. FY 2017 Budget Process Time Line – Committee of the Whole 9/22 & 10/24**
 - C. Five Year Budget**
 - D. Robert’s Rules of Order Workshop – Budget allocation**
 - E. Bill No. 3104 - Conflict of Interest Policy (First Reading)**
 - F. Next Meeting - August 22, 2016**

- 3. Report from the City Administrator – Mike Geisel**
 - A. Chesterfield Parkway Pedestrian Bridge-Millstone Weber (Voice Vote)**
 - B. Chesterfield Parkway Pedestrian Bridge-HR Green (Voice Vote)**
 - C. Bill No. 3105 - Chesterfield Parkway Pedestrian Bridge- right-of-way use agreement (First Reading)**

4. Unfinished Business – Mayor Bob Nation

5. New Business – Mayor Bob Nation

6. Adjourn –

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.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, August 1, 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** – July 18, 2016
 - B. Executive Session Minutes** – July 18, 2016

- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

- VII. INTRODUCTORY REMARKS** - Mayor Bob Nation
 - A. Thursday, August 4, 2016** – Planning and Public Works Committee
 - B. Monday, August 8, 2016** – Planning Commission Meeting

C. Monday, August 15, 2016 – Next City Council Meeting

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

- 1. Bill No. 3099- P.Z 11-2015 Kemp Auto Museum (Second Reading)**
- 2. Bill No. 3103-Boundary Adjustment Plat (Friendship Village of West County)(First & Second Readings)**
- 3. Next Meeting- August 4, 2016**

B. Finance and Administration Committee – Chairperson Bruce DeGroot, Ward IV

- 1. City Council 2017 Proposed Meeting Schedule (Voice Vote)**
- 2. FY 2017 Budget Process Time Line – Committee of the Whole 9/22 & 10/24**
- 3. Five Year Budget**
- 4. Robert’s Rules of Order Workshop – Budget allocation (Voice Vote)**
- 5. Bill No. 3104 - Conflict of Interest Policy (First Reading)**
- 6. Next Meeting - August 22, 2016**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Chesterfield Parkway Pedestrian Bridge-Millstone Weber (Voice Vote)**
- B. Chesterfield Parkway Pedestrian Bridge-HR Green (Voice Vote)**
- C. Bill No. 3105 - Chesterfield Parkway Pedestrian Bridge- right-of-way use agreement (First Reading)**

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XII. LEGISLATION

- A. BILL NO. 3103** - AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT PLAT FOR LOT A OF THE FRIENDSHIP VILLAGE BOUNDARY ADJUSTMENT PLAT OF WEST COUNTY, A 36,041 SQUARE FOOT TRACT OF LAND LOCATED IN U.S. SURVEY 157, TOWNSHIP 45 NORTH, RANGE 4 EAST, A 35,441 SQUARE FOOT TRACT OF LAND PART OF LOT 2 OF THE SUBDIVISION OF HUGO ESSEN FARM, AND A 21,418 SQUARE FOOT TRACT OF LAND BEING PART OF LOT 2 OF THE SUBDIVISION OF HUGO ESSEN FARM LOCATED IN THE CITY OF CHESTERFIELD, SAINT LOUIS COUNTY, MISSOURI (17S320445, 18S640272, 18S640326 AND 18S640162) **(FIRST & SECOND READING; PUBLIC SERVICES RECOMMENDS APPROVAL)**
- B. BILL NO. 3104** - AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS. **(FIRST READING)**
- C. BILL NO. 3105** – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SAINT LOUIS COUNTY FOR CONSTRUCTION OF STREET LIGHTING AND SIDEWALKS ALONG CHESTERFIELD PARKWAY EAST IN CONJUNCTION WITH THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE PROJECT. **(FIRST READING)**

XIII. LEGISLATION – PLANNING COMMISSION

- A. BILL NO. 3099**- AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 2.65 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF INTERSTATE 64 EAST OF CHESTERFIELD COMMONS DRIVE (P.Z. 11-2015 KEMP AUTO MUSEUM [16861 CHESTERFIELD AIRPORT RD] – 17T230190) **(SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

XIV. ADJOURNMENT

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AGENDA REVIEW – Monday, August 1 – 5:30PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30pm**, on **Monday, August 1, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.



RECORD OF PROCEEDING

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

JULY 18, 2016

The meeting was called to order at 7:08 p.m.

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

A roll call was taken with the following results:

PRESENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Bridget Nations
Councilmember Guy Tilman
Councilmember Dan Hurt
Councilmember Randy Logan
Councilmember Tom DeCampi

ABSENT

Councilmember Bruce DeGroot

APPROVAL OF MINUTES

The minutes of the June 20, 2016 City Council meeting were submitted for approval. Councilmember McGuinness 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.

The minutes of the June 28, 2016 City Council Financial Workshop were submitted for approval. Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve the City Council Financial Workshop minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

President Pro-Tem Barry Flachsbart presented a Proclamation establishing July 18, 2016 as Mayor Bob Nation day in the City of Chesterfield, on behalf of City Council, acknowledging his successful efforts on sales tax legislation as it relates to distribution of sales tax within St. Louis County.

Mr. Harish Ponnappureddy, 1095 Nooning Tree Drive, asked Council to consider providing a space to create a pitch for the game of cricket in Chesterfield.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, August 1, at 7 p.m.

Mayor Nation recognized a Boy Scout in attendance and invited him to stay after the meeting, to ask any questions he may have.

APPOINTMENTS

Mayor Nation nominated Mr. John Marino, 1320 Cherry Glen Court (Ward II), to serve as a member of the Planning Commission. He noted that, per City Council policy, Mr. Marino was interviewed by the P/PW Committee of City Council and that committee, along with the Ward 2 Councilmembers, had unanimously endorsed his appointment. Councilmember Nations made a motion, seconded by Councilmember Tilman, to approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Marino's initial term will expire June 3, 2019.

Mayor Nation nominated Mr. Nathan Roach, 1200 Turnberry Ridge Court (Ward IV), to serve as a member of the Planning Commission. He noted that, per City Council policy, Mr. Roach was interviewed by the P/PW Committee of City Council and that committee, along with the Ward 4 Councilmembers, had unanimously endorsed his appointment. Councilmember DeCampi made a motion, seconded by Councilmember Flachsbart, to approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Roach's initial term will expire June 1, 2020.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3095 (P.Z. 01-2016 18600 Olive Street Road [Ezra Partners LLC]) will be considered for adoption under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt reported that Bill No. 3096 (Yield Control – Bent Tree Drive and Windfall Ridge) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3099 (P.Z. 11-2015 Kemp Auto Museum) will be read for the first time under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to approve City Council Policy No. 33 (Planning Commission Candidates). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3100 (Chesterfield Village Mall) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3101 (Long Road Crossing, Lot A) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3102 (Boundary Adjustment Plat [MPD Investments & Larry Enterprises]) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Hurt announced that the meeting scheduled for Thursday, July 21, has been canceled.

Finance and Administration Committee

Councilmember Randy Logan, in the absence of Councilmember Bruce DeGroot, Chairperson of the Finance and Administration Committee, reported that Bill No. 3098 (Re: Ordinance #2859, Proposed revisions regarding Standing Committee Rules and Regulations) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Logan announced that the next meeting of this Committee has been scheduled for Monday, July 25, at 9:00 a.m.

REPORT FROM THE CITY ADMINISTRATOR

Acting Co-City Administrator Mike Geisel reported that AMC Theaters Chesterfield 14, located at 3000 Chesterfield Mall, has requested a new liquor license, to sell all kinds of liquor by the drink and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve issuance of a new liquor license to AMC Theaters Chesterfield 14. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember DeCampi made a motion, seconded by Councilmember Flachsbarth, to approve Resolution No. 424 (Property Conveyance, TDD Beautification Project). This resolution would authorize the City Administrator to execute the “acceptance of conveyance” agreement from the Missouri Highway and Transportation Commission. This conveyance is for the last tract of land associated with the transportation beautification project for the Long Road, Kehrs Mill, and Wild Horse Creek Road intersection improvements. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel stated that pursuant to Council’s instruction, Staff is requesting approval for payment of 2016-2017 membership dues to the County Municipal League, in the amount of \$7,122, for the twelve month period beginning July 1, 2016 through June 30, 2017. This amount is included in the 2016 budget, but Council requested the opportunity to review and approve this amount before making payment. Councilmember Logan made a motion, seconded by Councilmember Nations, to approve payment of \$7,122 for 2016-2017 County Municipal League membership dues. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

LEGISLATION

BILL NO. 3096 AMENDS SCHEDULE VII OF THE MODEL TRAFFIC ORDINANCE OF THE CITY OF CHESTERFIELD BY ADDING YIELD CONTROL FOR THE INTERSECTION OF WINDFALL RIDGE DRIVE AND BENT TREE DRIVE (**SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember Nations, for the second reading of Bill No. 3096. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3096 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3096 with the following results: Ayes – Tilman, McGuinness, Hurt, Flachsbart, DeCampi, Logan and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3096 approved, passed it and it became **ORDINANCE NO. 2898**.

BILL NO. 3098 REPEALS ORDINANCE NUMBER 2895 AND REPLACES IT WITH A NEW ORDINANCE ESTABLISHING NEW RULES AND REGULATIONS IN REGARDS TO THE CITY OF CHESTERFIELD'S STANDING COMMITTEES (**SECOND READING; FINANCE & ADMINISTRATION COMMITTEE**)

Councilmember Logan made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3098. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3098 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3098 with the following results: Ayes – Nations, McGuinness, Flachsbart, DeCampi, Logan, Hurt and Tilman. Nays – None. Whereupon Mayor Nation declared Bill No. 3098 approved, passed it and it became **ORDINANCE NO. 2899**.

BILL NO. 3100 PARTIALLY VACATES A GENERAL UTILITY EASEMENT ON ADJUSTED LOT A OF THE GROVE IN CHESTERFIELD AS RECORDED IN BOOK 364, PAGE 31 OF THE ST. LOUIS COUNTY RECORDS, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI (**FIRST AND SECOND READINGS; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3100. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3100 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3100. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3100 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3100 with the following results: Ayes – Flachsbart, McGuinness, Hurt, Tilman, DeCampi, Logan and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3100 approved, passed it and it became **ORDINANCE NO. 2900.**

**BILL NO. 3101 VACATES THE NORTH 35 FEET OF A 70 FOOT
CHESTERFIELD VALLEY STORM WATER EASEMENT ON
PART OF LOT A OF THE RESUBDIVISION OF LOT 4 OF
LONG ROAD CROSSING LOTS 2, 3, AND 4, AS RECORDED
IN BOOK 354, PAGE 186 OF THE ST. LOUIS COUNTY
RECORDS, CITY OF CHESTERFIELD, ST. LOUIS COUNTY,
MISSOURI (FIRST AND SECOND READINGS;
DEPARTMENT OF PUBLIC SERVICES RECOMMENDS
APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3101. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3101 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3101. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3101 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3101 with the following results: Ayes – Hurt, McGuinness, DeCampi, Tilman, Logan, Nations and Flachsbart. Nays – None. Whereupon Mayor Nation declared Bill No. 3101 approved, passed it and it became **ORDINANCE NO. 2901.**

**BILL NO. 3102 PROVIDES FOR THE APPROVAL OF A BOUNDARY
ADJUSTMENT PLAT FOR THE MPD INVESTMENTS AND
LARRY ENTERPRISES JIM LYNCH HUMMER
DEVELOPMENT FOR TWO TRACTS TOTALING 11.045
ACRES, BOTH ZONED “PI” PLANNED INDUSTRIAL
DISTRICT AND LOCATED AT 17481 NORTH OUTER 40
ROAD AND 17401 NORTH OUTER 40 ROAD (FIRST AND
SECOND READINGS; DEPARTMENT OF PUBLIC
SERVICES RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3102. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3102 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3102. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3102 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3102 with the following results: Ayes – McGuinness, Flachsbart, Tilman, Logan, Nations, DeCampi and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3102 approved, passed it and it became **ORDINANCE NO. 2902.**

LEGISLATION – PLANNING COMMISSION

BILL NO. 3095 AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “M-3” PLANNED INDUSTRIAL DISTRICT TO A “PI” PLANNED INDUSTRIAL DISTRICT FOR 5.00 ACRES LOCATED SOUTHWEST OF THE INTERSECTION OF OLIVE STREET ROAD AND SPIRIT AIRPARK WEST (P.Z. 01-2016 18600 OLIVE STREET ROAD (EZRA PARTNERS LLC-17W520014) (**SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED**))

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3095. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3095 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3095 with the following results: Ayes – Flachsbart, Hurt, McGuinness, Tilman, Nations, Logan and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3095 approved, passed it and it became **ORDINANCE NO. 2903.**

BILL NO. 3099 AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 2.65 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF INTERSTATE 64 EAST OF CHESTERFIELD COMMONS DRIVE (P.Z. 11-2015 KEMP AUTO MUSEUM [16861 CHESTERFIELD AIRPORT RD] – 17T230190) (**FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL**))

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3099. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3099 was read for the first time.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:42 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

UPCOMING MEETINGS/EVENTS

Thursday, August 4,

Planning and Public Works (5:30 pm)

Monday, August 8,

Planning Commission (7:00 pm)

Monday, August 15,

Next City Council meeting (7:00 pm)

PLANNING AND PUBLIC WORKS COMMITTEE

The June 21st meeting of the PPW Committee was canceled, so there were no agenda items forwarded directly from the committee.

However, Bill No. 3099, P.X. 11-2015 for the Kemp Auto Musuem is on the agenda for second reading during the Planning Commission legislation section of the meeting.

Bill No. 3103 is a Boundary adjustment plat for Friendship Village of West County. This bill did not come through committee. Per policy plats are forwarded directly to City Council for First and Second readings during the legislative portion of the agenda.

The next meeting of the PPW Committee is scheduled for August 4, 2016.

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

City Council Memorandum

Department of Public Services

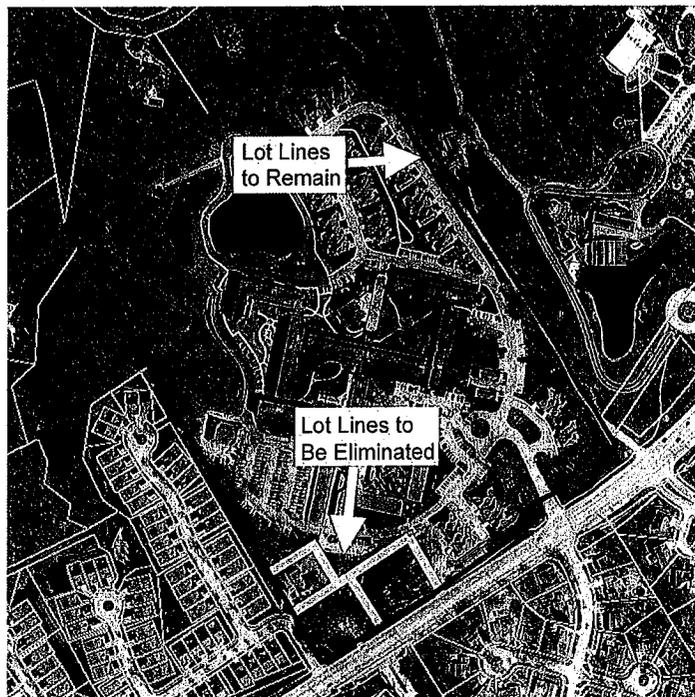


To: Michael O. Geisel, Interim Co-City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: July 25, 2016
CC Date: August 1, 2016

RE: **Friendship Village of West County:** A Boundary Adjustment Plat for Lot A of The Friendship Village Boundary Adjustment Plat of West County, a 36,041 square foot tract of land located in U.S. Survey 157, Township 45 North, Range 4 East, a 35,441 square foot tract of land part of Lot 2 of the Subdivision of Hugo Essen Farm, and a 21,418 square foot tract of land being part of Lot 2 of the Subdivision of Hugo Essen Farm located in the City of Chesterfield, Saint Louis County, Missouri (17S320445, 18S640272, 18S640326 and 18S640162).

Civil Engineering Design Consultants, on behalf of Friendship Village of West County, has submitted a request for a Boundary Adjustment Plat to consolidate three properties located along Olive Blvd. into the main Friendship Village parcel. The three properties were zoned "R-4" Residence District in 2015, the same designation as the existing parcel for Friendship Village.

Attached to the legislation, please find a copy of the Boundary Adjustment Plat.



see Bill NO. 3103

FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee met on Monday July 25, 2016. At that meeting, the Committee took several actions.

Recommended approval of the 2017 City Council meeting schedule. This requires a voice vote approval by the full council at Monday's meeting.

Approved staff's recommendation to add two budget workshops to be conducted as a Finance and Administration Committee meeting of the whole, which would be held on the regular scheduled F&A meeting dates, 9/26 and 10/24 at 5:30 pm.

The Committee directed staff to re-initiate the five year budget planning process. It is anticipated that the next five year plan will be distributed by staff in the spring of 2017.

The Committee recommended that Staff arrange for an evening workshop to provide training on Robert's Rules of Order and to provide \$1,000 of funding for the workshop from the General Fund – Fund Reserves. In addition to the elected officials, the Management Team and Planning Commission will be invited to participate.

While not discussed at committee, Bill #3104 which re-adopts the City's conflict of interest policy appears on your agenda and is proposed for first reading this Monday evening. The City has traditionally taken this action annually to increase awareness and to assure statutory compliance.

The next meeting of the F&A Committee is tentatively scheduled for August 22, 2016.

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



2017 City Council
Proposed Meeting Schedule

7:00 p.m.

January

Wednesday, January 4
(New Year's Day observed Jan. 2)
Wednesday, January 18
(Martin Luther King Jr. Day Jan. 16)

February

Monday, February 6
Wednesday, February 22
(Presidents Day Feb. 20)

March

Monday, March 6
Monday, March 20

April

Wednesday, April 19
(Municipal Election April 4)

May

Monday, May 1
Monday, May 15

June

Monday, June 5
Monday, June 19

July

Monday, July 17

August

Monday, August 7
Monday, August 21

September

Wednesday, September 6
(Labor Day Sep. 4)
Monday, September 18

October

Monday, October 2
Monday, October 16

November

Monday, November 6
Monday, November 20

December

Monday, December 4

(6/9/16)

MEMORANDUM

TO: Mike Geisel, Co-Interim City Administrator
FROM: James Mello – Management Analyst
DATE: July 27, 2016
SUBJECT: Minutes – 7-25-16

The Finance and Administration Committee met on July 25, 2016. Those in attendance included: Chairperson Bruce DeGroot, Ward IV; Council Committee Member Barry Flachsbart, Ward I; Council Committee Member Guy Tilman, Ward II; Council Committee Member Randy Logan, Ward III; Co-Interim City Administrator Mike Geisel; Finance Director Craig White; Community Services/Economic Development Director Libbey Tucker. Those also in attendance included: Mayor Bob Nation, Councilmember Barbara McGuinness, Ward I; Councilmember Bridget Nations, Ward II; Councilmember Dan Hurt, Ward III; Police Chief Ray Johnson; Management Analyst James Mello Jr and 2 members of the public.

Chairperson Bruce DeGroot called the meeting to order at 9:00 a.m.

1. Approval of Minutes from June 6, 2016

Chairperson DeGroot asked if there were any comments or changes to the June 6, 2016 F&A Committee Minutes. Hearing none, Councilmember Flachsbart motioned to approve the Minutes. Councilmember Tilman seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

2. 5 Year Budget

Councilmember Logan motioned to move this item to this point in the agenda. Councilmember Flachsbart seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Finance Director Craig White indicated that, at the direction of several City Council members, Finance would start preparing an annual 5 year budget. He indicated that his intention was to prepare the bulk of the supporting information concurrent with preparation of the annual fiscal budget and deliver a finalized report in February.

Councilmember Hurt suggested that the 5 Year Budget had traditionally been delivered in June/July and was a useful tool for City Council as they prepared to review the annual budget. He recommended maintaining a similar timeline if feasible.

A motion was made by Councilmember Flachsbart and seconded by Councilmember Tilman to allow Finance Director Craig White to make the best determination as to the

preparation schedule and prepare a timeline for Council, showing how it ties into the budget process. The motion passed 4-0.

Mr. White indicated that he would take the Committee's comments under advisement, review the prior 5 Year Budgets, and deliver an official timeline to Council.

3. 2017 City Council Proposed Meeting Schedule

Mr. White informed the Council that, as in years past, City Clerk Vicki Haas had prepared a City Council Meeting Schedule for the Committees review and recommendation for approval by the City Council. Considerations were made for National and religious holidays, including holidays on the Jewish calendar.

*To be
APPROVED
by
COUNCIL
VOICE
VOTE*

Councilmember Flachsbart motioned to recommend the schedule to the Council for approval. Councilmember Tilman seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

4. St. Louis County Municipal League Membership

Councilmember Tilman motioned to direct staff to add a review of St. Louis County Municipal League Membership and dues payment to the Finance and Administration Committee agenda each year in June and that staff continue to place it in the budget. Councilmember Flachsbart seconded the motion. During discussion, Mayor Nation expressed his desire for not just himself, but other members of Council to attend some of the Municipal League meetings to gain a better understanding of what goes on there. Councilmember Tilman requested that a meeting calendar be made available to help with scheduling. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

5. Chamber of Commerce Pumpkin Run Sponsorship

Libbey Tucker, Community Services & Economic Development Director, stated that since 2013, the City has sponsored the annual Chamber of Commerce Pumpkin Run at a level of \$2,000. The event sponsorship offers an opportunity to exhibit at the event to promote the City's Turkey Trot and we have had good success in the past marketing the event to the running community. Additionally, the City's logo is displayed on the race shirts, and all marketing materials, along with six race registrations that we offer to employees as part of the wellness program. The funds are included in the City's marketing budget, however Council has requested that all future sponsorship requests for the Chamber of Commerce be brought before the F&A Committee for approval.

Mr. Geisel reiterated that is a good event to promote the City's Turkey Trot 5k, which is a revenue positive event for the City. In response to Councilmember McGuinness, Mrs. Tucker clarified that the Chamber sponsorship differs from the Community Contribution Request in that the City is getting something in return via the PR and marketing

opportunities at the event. The Community Contributions are a different program and different source of funds offered by the City.

Councilmember Flachsbart motioned to approve sponsorship of the Pumpkin Run. Councilmember Logan seconded the motion. A voice vote was taken and the motion was approved by a vote of 3-1, with Councilmember DeGroot voting against the motion.

6. Community Contribution Request from Children's Illustrated Art Museum

Mrs. Tucker explained that a request has been made by the Children's Illustrated Art Museum, located in Chesterfield Mall, for assistance with their Passions of Mark Twain event to be held this fall in the amount of \$3,000. This is the third contribution request received by the city with the others having been for exhibits and events around the holiday season. The City allocates \$6,000 annually for these requests.

Councilmember McGuinness inquired why this was not part of the City Art's program. It was clarified that City staff was not involved with the event in any way and that the contribution was for specific event costs, not a general contribution to the organization.

Councilmember Tilman stated that an overall plan was needed for small contributions, sponsorships, and the like so the Council could have more comprehensive context of what they were approving, for whom, etc., especially when compared to potentially using the money for in-house programs.

Councilmember McGuinness asked if the approval for these contributions went to the whole Council for approval and it was clarified that they do not. Per Council policy, the contributions are budgeted at \$6,000 annually and reviewed by the Finance and Administration Committee prior to fund expenditure. The recipient is required to provide an after-event report to the City Council.

Councilmember Logan motioned to approve the \$3,000 Community Event Contribution request from the Children's Illustrated Art Museum. Councilmember Flachsbart seconded the motion. A voice vote was taken and the motion was approved by a vote of 3-1, with Councilmember DeGroot voting against the motion.

7. Stinson Leonard Street Sales Tax Legal Services

Mr. Geisel reminded the Committee that this agenda item had originally been on the F&A Committee agenda, but subsequently had been discussed at the 7/18 Council meeting and that no immediate action is required. However, Mr. Geisel informed the committee that City Council would be asked to fund an additional appropriation for this specific legal services contract in the near future.

Councilmember Flachsbart made a motion to direct Staff to solicit an estimate for the continuation of services and that said estimate be taken directly to Council for approval.

The motion was seconded by Councilmember Tilman. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

At this time, Councilmember Hurt left the meeting.

8. FY2017 Budget Process and Timeline

Mr. White explained that instead of the single Council-of-the-Whole Budget Workshop as there had been in years past, there would instead be three workshops on 9/26/16, 10/24/16, and 11/7/16. The purpose of the first meeting will be similar to the Budget Workshops of the past and provide a high-level, preliminary budget review. The subsequent meetings will provide the Council an opportunity to delve down into specific areas of the budgets and ask questions with time for staff to present full and comprehensive answers to those questions.

TWO additional MEETINGS for Comm. H of the Whole schedule accordingly

Councilmember Flachsbart requested that the revised calendar be distributed to the Council.

A general discussion ensued about the level of detail expected to be presented at the meetings rather than individual Councilmembers asking detailed budget questions directly to staff. It was clarified that the Management Team and other relevant staff would be in attendance to answer detailed questions at the Budget Workshops.

9. Amount Budgeted for FY2017 Merit Pool

Mr. White reminded the Committee that preparation of the FY2017 budget was underway. The Finance & Administration Committee is responsible for setting the percentage increase for the merit pool. Last year the Committee recommended reducing the pool adjustment, which had been 3% for the past several years, to 2.5%. Staff requested guidance on the rate to use in the FY2017 budget.

Councilmember Tilman inquired if the full merit pool was ever expended and Mr. White clarified that while it was close each year, it has never been fully expended due to turnover and other personnel factors.

In response to a question from Mayor Nation, Mr. Geisel clarified that the range of possible raises for any one employee was 0-6%, depending on the amount budgeted.

Mayor Nation stated that using a 3% merit pool was unjustifiable and the pool amount should be more closely tied to CPI. Councilmember Flachsbart stated that he would like to have a review of the CPI information again, as they had in advance of the 2016 budget process.

Councilmember Tilman ask for clarification on how merit raises were tied to employee evaluations amongst similar job titles. Mr. Geisel explained that the basic criteria on

which employees are generally the same, but each division could have differing categories, particularly the Police Department.

It was asked that Staff prepare a comparison of the merit raise pool adjustments for approximately 10 similar, area municipalities.

A general discussion was had about of the City's pay plan structure. Councilmember Logan requested for a full explanation of the pay plan be provided to Council.

Councilmember Flachsbart suggested that the presentation and discussion of the 2017 merit pool should be done at the Council level.

10. Doorack Lease

Councilmember Logan stated he believed there should be a plan to do something specific with the property or the City should seek to get out of the lease. Councilmember Flachsbart recalled some of the past Council's thought processes when the lease was entered into, but acknowledged that no formal plan for the property was created.

Councilmember Logan clarified that there are three years remaining on the lease and there has not been a recent appraisal conducted.

A general discussion about the City acquiring new property for parks and recreation use ensued, as part of the original intent of the property purchase was to serve as a trailhead for the levee trail. Councilmember Logan stated that citizens had reported to him, during similar discussions, that they would be willing to raise a property tax to raise funds for additional greenspace acquisition.

Councilmember Logan made a motion to instruct Interim City Attorney Chris Graville to review the lease terms and provide the Council with their options to proceed. Councilmember Tilman seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved. *

11. Review of City Code: Chapter Two Administration

Mr. Geisel reminded the Committee that staff had been requested to review the Administration chapter of the City Code, and that the final review was completed in a three volume report in March of 2016. Each volume was cumulative, but volumes one and two had previously been presented and legislative actions are still being considered. Volume three had not yet been reviewed by the F&A Committee but this volume was related to the prior two volumes which were still pending legislative response.

Councilmember Flachsbart complimented Mr. Geisel and offered a strong commendation for the excellent and thorough code review in his memo of March 18, 2016. He indicated that the committee could use additional legal assistance in addressing these issues and suggested that Interim City Attorney Chris Graville is well qualified to provide that assistance.

Councilmember Flachsbart motioned to request that Interim City Attorney and the Interim City Administrators work together to bring back to the F&A Committee, proposed ordinance revisions over the next six months that address desirable changes to our Code, based on Mr. Geisel's code review dated March 18, 2016. The most urgent needs are for review of sections 2-29, 2-47, 2-50, 2-106, 2-107, dealing with organization structure (Division), and 2-262. The less urgent priority would be to address sections 2-91, 2-92, and 2-95 dealing with the City Clerk. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

Councilmember Flachsbart reminded the Committee that sections 2-54 and 2-80 were recently revised by City Council and might not require further review.

12. City Attorney, Prosecuting Attorney, and Municipal Judge Reform

Item was held until the next meeting.

13. Robert's Rules of Order Training

Pursuant to the instructions provided at the last F&A meeting, Mr. Geisel reported that staff had investigated options to provide workshop style training on Robert's Rules of Order. He advised the Committee that he believed a workshop could be scheduled, and in addition to the elected officials, the Planning Commission would also be invited to participate.

*Requires
Budget allocation
from Council
\$1,000*

Councilmember Flachsbart made a motion to recommend that the full Council that Staff arrange for a Roberts Rules of Order training session at a cost up to \$1,000. Councilmember DeGroot seconded the motion. A voice vote was taken, with a unanimous result 4-0, and the motion was approved.

14. Review of City Code: Ordinances 3082 – 3089

Item was held until the next meeting

15. Adjournment

The meeting was adjourned at 10:30 am.

BID RESULTS – CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE

CONSTRUCTION CONTRACT

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 Chesterfield Parkway Pedestrian Bridge.

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 submitted by Millstone Weber LLC and to authorize a contract in an amount not to exceed \$1,841,800.** This project is within budget and fully funded by a combination of grant funds and City funds from the Capital Improvement Sales Tax proceeds.

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

BID RESULTS – CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE

CONSTRUCTION ENGINEERING CONTRACT

As detailed in the enclosed memorandum prepared by Jim Eckrich, Public Works Director – City Engineer, HRGreen was the design engineering firm for the pedestrian bridge and has been recommended as the professional firm to provide Construction Engineering services in conjunction with the project to be built by Millstone Weber LLC.

Based upon a review of the information contained within said memo, **I join with Mr. Eckrich in recommending authorization to enter into a contract with HRGreen for construction engineering services in an amount not to exceed \$149,131.** This project is within budget. The cumulative project costs, including construction and construction engineering is within the \$1,991,000 budget, which includes \$900,000 of grant funding.

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

DATE: July 18, 2016

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

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

RE: Chesterfield Parkway Pedestrian Bridge



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

In 2014, City Staff submitted yet another grant application seeking funding for this project through the Transportation Alternatives Program (TAP). That grant application was successful, and the City qualified for up to \$900,000 of TAP funds, for a project that was estimated at a total cost of \$2,075,000. The grant funding, in addition to the \$420,000 already reserved for this project, left a funding gap of \$755,000.

In May of 2015 the Chesterfield City Council authorized the execution of a TAP Agreement with the Missouri Highways and Transportation Committee for the construction of the Chesterfield Parkway Pedestrian Bridge. At that time City Council authorized an additional allocation of \$755,000 from the General fund – Fund Reserves in excess of the 40% reserve policy. The entire cost of this project, not including design fees, was budgeted within the 2016 Budget in the amount of \$1,991,000.

The Department of Public Services publicly opened bids for the Chesterfield Parkway Pedestrian Bridge Project on July 12, 2016. The results of the bid opening are detailed in the attached memorandum from Senior Civil Engineer Kim Streicher. **After reviewing the bids, Staff recommends the project be awarded to the low bidder, Millstone Weber LLC, in the amount of \$1,841,800.** This includes the low bid amount of \$1,775,792 and a modest contingency to account for any necessary change orders. Millstone Weber has performed work for the City of Chesterfield in the recent past and is positively recommended by City Staff. Prior to entering into a contract with Millstone Weber City Staff will first need authorization from MODOT in accordance with the grant requirements, which is being sought concurrently.

This project will require construction engineering services throughout the duration of construction. These services will include daily inspection and material review, and material testing. As the project engineer, HR Green was selected to provide these services, and a fee

was negotiated. **Accordingly, Staff recommends the execution of a contract with HR Green for construction engineering services in an amount not to exceed \$149,131.** The services to be provided by HR Green are detailed in the attached memorandum from Senior Civil Engineer Kim Streicher.

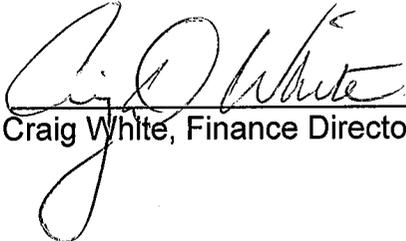
The total construction costs associated with this project, including the construction contract with Millstone Weber (1,841,800) and the construction engineering services contract with HR Green (\$149,131) result in a total expenditure of \$1,990,931. This is within the allocation allotted as part of the Capital Projects Budget for this project. \$900,000 of this cost will be reimbursed to the City of Chesterfield through the TAP grant.

Once this project is approved, construction would likely commence in September and be completed by May of 2017. Should you have questions or need additional information, 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 Interim City Administrator to enter into an Agreement with Millstone Weber LLC in an amount not to exceed \$1,841,800 for construction, and an Agreement with HR Green in an amount not to exceed \$149,131 for construction engineering services.

Concurrence:



Craig White, Finance Director

Memorandum

Department of Public Services



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

FROM: Kim Streicher, PE – Senior Civil Engineer

DATE: July 14, 2016

**RE: Chesterfield Parkway Pedestrian Bridge
2009-PW-19A, TAP-5410(626)**

In May of 2015 City Council authorized execution of a Transportation Alternatives Program Agreement with the Missouri Highways and Transportation Committee for the construction of a new pedestrian bridge over Interstate 64 adjacent to Chesterfield Parkway East. (Ord. 2850). In accordance with the TAP Agreement, the federal share of this project is not to exceed \$900,000.00.

Design plans were completed by the City's design consultant for this project, HR Green, Inc., and approved by MoDOT in May of 2016. Right of way plans were approved in August 2015 and upon approval from MoDOT, acquisition of temporary slope construction licenses (TSCLs), Permanent Roadway Improvement, Maintenance, Utility, Sewer and Sidewalk easements (PRIMUSSEs), and Permanent Sidewalk Easements (PSEs) needed to construct the project began in August of 2015. All required easements were acquired by April 2016 and Right of Way Clearance and authority to advertise the project for construction were received from MoDOT in May 2016.

Bids for the project were solicited in June 2016 and were opened on July 12th, 2016 at 10:00am. There were six bidders on the project; Millstone Weber, LLC, Gershenson Construction, Phillips Hardy, Kozeny Wagner, R.V. Wagner, and KCI Construction. The bid tabulation for the project is attached. Millstone Weber, LLC is the lowest, responsive and responsible bidder with a total bid of \$1,775,792.49 (copy of bid attached).

I recommend requesting authorization to accept the low bid as submitted by Millstone Weber, LLC and award a contract in the amount of \$1,775,792.49, with a total funding authorization from the Capital Projects Fund not to exceed \$1,841,800.00. 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: Chesterfield Parkway Pedestrian Bridge Bid Tabulation
Millstone Weber Construction Bid

cc: File – 2009-PW-19A



**BID TABULATION
CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE
2009-PW-19A, TAP-6410(626)
July 12, 2016**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ESTIMATE		WEBER, LLC		GERHSHENSON		PHILLIPS		KOZENT		WAGNER		R.V. WAGNER INC		KCI CONSTRUCTION			
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
201-20	CLEANING AND GRUBBING	LS.	1	\$11,200.00	\$11,200.00	\$7,100.00	\$7,100.00	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$10,500.00	\$10,500.00	\$7,000.00	\$7,000.00
202-20	REMOVAL OF IMPROVEMENTS	LS.	1	\$11,200.00	\$11,200.00	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00	\$9,700.00	\$9,700.00	\$29,700.00	\$29,700.00	\$35,000.00	\$35,000.00	\$30,500.00	\$30,500.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00
202-22	SAW CUT (ANY DEPTHS)	LS.	560	\$4.75	\$2,650.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00	\$4.00	\$2,240.00
203-50	BORROW MATERIAL	C.Y.	5,216	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00	\$3.00	\$15,648.00
203-50	UNCLASSIFIED EXCAVATION	C.Y.	294	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00	\$3.00	\$882.00
405-30-11	TYPE C CURBING CONCRETE (SHOULDER)	C.Y.	5,510	\$7.66	\$42,006.60	\$7.40	\$40,774.00	\$7.40	\$40,774.00	\$7.40	\$40,774.00	\$7.40	\$40,774.00	\$7.40	\$40,774.00	\$7.40	\$40,774.00	\$7.40	\$40,774.00	\$7.40	\$40,774.00
611-30-10	STANDARD TRAFFIC CONTROL BLANKET	TON	22.1	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00	\$320.00	\$7,072.00
619-00-00	MOBILIZATION	LS.	1	\$165,000.00	\$165,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00
624-10-10	CEOTEXTILE FABRIC, STABILIZATION AND SEPARATION, CLASS 1 (HEAVY WEIGHT)	S.Y.	1/2	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$1,250.00
732-02-12	12" FLARE END SECTION	EA	204	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00	\$500.00	\$102,000.00
803-00-00	SODDING	EA	4,104	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00	\$5.00	\$20,520.00
806-20-11	TIPEE REINFORCEMENT MAT (TRM)	S.Y.	38.6	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00	\$23,650.00	\$912,890.00
806-20-10	TIPEE PROTECTION DEVICE, SINGLE UNIT - BLOCK & GRAVEL	EA	3	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00	\$150.00	\$450.00
809-70-00	SILT FENCE	LF	3,655	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00	\$22,227.75	\$81,145.00
827-30-20	ALUMINUM HANDRAIL	LF	195.0	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00	\$45.00	\$8,775.00
827-30-04	CONCRETE SIDEWALK (4" THICK)	S.Y.	1,037.7	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50
827-30-07	CONCRETE SIDEWALK (7" THICK)	S.Y.	1,037.7	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50	\$65.00	\$67,460.50
827-30-08	PERFORMED MARKING TAPE 4 IN., YELLOW	LF	3,600	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00
827-30-09	PERFORMED REMOVE MARKING TAPE 4 IN., WHITE	LF	3,600	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00
827-30-10	PERFORMED REMOVE MARKING TAPE 4 IN., WHITE	LF	3,600	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00	\$3.00	\$10,800.00
827-30-12	TRUNCATED DOMES FOR CURB RAMP (NEW CONSTRUCTION)	S.F.	133.4	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00	\$115.00	\$15,341.00
827-30-14	IMPACT ATTENUATOR (14 SAND BARRELS)	LF	117.2	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00	\$3,800.00	\$445,960.00
827-30-15	DOWN BAR (DRILLING, FURNISHING AND INSTALLATION) FOR FULL DEPTH PAVEM	LF	77	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00	\$4,750.00	\$365,750.00
827-30-16	CHANNELIZER (TRIM-LINE)	EA	44	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00	\$25.00	\$1,100.00
827-30-18	CONSTRUCTION SIGNS	S.F.	260	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00	\$7.90	\$2,054.00
827-30-19	CONSTRUCTION SIGN, CONTRACTOR FURNISHED, CONTRACTOR RETAIN	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
827-30-20	FLASHING ARROW PANEL	EA	27	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00	\$1,000.00	\$27,000.00
827-30-21	CHANGEABLE MESSAGE SIGN, CONTRACTOR FURNISHED, CONTRACTOR RETAIN	EA	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

**Chesterfield Parkway Pedestrian Bridge
2009-PW-19A
Federal Project Number TAP-5410(626)**



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

REQUEST FOR BID

BID OF

Bidder Name Millstone Weber, LLC

Bidder Address 601 Fountain Lakes Blvd.

St. Charles, Missouri 63301

**FOR
CONSTRUCTING OR IMPROVING**

**Chesterfield Parkway Pedestrian Bridge over I-64
St. Louis County/Chesterfield, MO**

Itemized Bid Page 1 of 3
City of Chesterfield
Chesterfield Parkway Pedestrian Bridge TAP-5410(626)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
ROADWAY ITEMS - ST LOUIS COUNTY PAY ITEMS AND SPECIFICATIONS					
201-20.10	CLEARING AND GRUBBING	L.S.	1	\$7,100.00	\$7,100.00
202-20.10	REMOVAL OF IMPROVEMENTS	L.S.	1	\$23,000.00	\$23,000.00
202-22.95	SAWCUT (ANY DEPTH/MATERIAL)	L.F.	560	\$4.00	\$2,240.00
203-10.60	BORROW MATERIAL	C.Y.	5216	\$17.00	\$88,672.00
203-50.00	UNCLASSIFIED EXCAVATION	C.Y.	294	\$27.00	\$7,938.00
203-80.00	COMPACTING EMBANKMENT	C.Y.	5510	\$2.40	\$13,224.00
405-30.11	TYPE "C" BITUMINOUS CONCRETE (SHOULDER)	TON	7.5	\$330.00	\$2,475.00
408-10.10	PRIME-LIQUID ASPHALT	GAL	10	\$22.50	\$225.00
604-01.12	CONCRETE HEADWALL (12" PIPE)	EACH	3	\$1,300.00	\$3,900.00
604-12.01	SINGLE CURB INLET, UNTRAPPED	EACH	1	\$3,200.00	\$3,200.00
604-14.04	AREA INLET, SINGLE, OPEN 4 SIDES, UNTRAPPED	EACH	3	\$3,000.00	\$9,000.00
604-20.30	ADJUSTING MANHOLE TO GRADE	EACH	3	\$1,400.00	\$4,200.00
604-90.95	REMOVE AND REPLACE EXISTING CONCRETE SUMP (INCLUDES CURB)	S.Y.	7	\$270.00	\$1,890.00
604-99.02	CULVERT HEADWALL IN RETAINING WALL	EACH	1	\$3,400.00	\$3,400.00
608-10.00	CONCRETE MEDIAN	S.Y.	154.3	\$82.00	\$12,652.60
609-10.61	PAVED DITCH (6" REINFORCED)	S.Y.	115.0	\$93.00	\$10,695.00
611-30.10	FURNISHING TYPE 1 ROCK BLANKET	TON	22.1	\$18.00	\$397.80
611-30.30	PLACING TYPE 1 ROCK BLANKET	TON	22.1	\$39.00	\$861.90
612-99.10	STANDARD TRAFFIC CONTROL DEVICES FOR MOT ON CHESTERFIELD PARKWAY	L.S.	1	\$23,000.00	\$23,000.00
619-00.00	MOBILIZATION	L.S.	1	\$141,955.00	\$141,955.00
624-10.01	GEOTEXTILE FABRIC, STABILIZATION AND SEPERATION, CLASS 1 (HEAVY WEIGHT)	S.Y.	17.2	\$1.29	\$22.19
726-23.12	12" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYPE)	L.F.	204	\$65.00	\$13,260.00
732-00.12	12" FLARED END SECTION	EACH	4	\$850.00	\$3,400.00
803-10.00	SODDING	S.Y.	4104	\$5.50	\$22,572.00
806-20.11	TURF REINFORCEMENT MAT (TRM)	S.Y.	38.6	\$12.50	\$482.50
806-45.02	INLET PROTECTION DEVICE, SINGLE UNIT - BLOCK & GRAVEL	EACH	3	\$345.00	\$1,035.00
806-70.00	SILT FENCE	I.F.	3655	\$2.20	\$8,041.00
SUBTOTAL ROADWAY ITEMS=					\$408,838.99
PEDESTRIAN AND BICYCLE ITEMS -- ST LOUIS COUNTY PAY ITEMS AND SPECIFICATIONS					
607-30.20	ALUMINUM HANDRAIL	L.F.	195.0	\$120.00	\$23,400.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	S.Y.	1033.7	\$40.00	\$41,348.00
608-60.07	CONCRETE SIDEWALK, CURB RAMP (7" THICK)	S.Y.	81.5	\$140.00	\$11,410.00
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	S.F.	133.4	\$18.25	\$2,434.55
SUBTOTAL PEDESTRIAN AND BICYCLE ITEMS=					\$78,592.55
PAVEMENT MARKING ITEMS -- MODOT PAY ITEMS AND SPECIFICATIONS					
620-53.01B	PREFORMED REMOVABLE MARKING TAPE 4 IN., WHITE	L.F.	3600	\$1.50	\$5,400.00
620-53.03B	PREFORMED REMOVABLE MARKING TAPE 4 IN., YELLOW	L.F.	2660	\$1.50	\$3,990.00
620-59.02A	6 IN WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	L.F.	755	\$1.50	\$1,132.50
620-59.03A	6 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	L.F.	30	\$1.50	\$45.00
620-70.01	PAVEMENT MARKING REMOVAL	L.F.	755	\$1.00	\$755.00
SUBTOTAL PAVEMENT MARKING ITEMS=					\$11,322.50

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City of Chesterfield

Chesterfield Parkway Pedestrian Bridge TAP-5410(626)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
BRIDGE ITEMS - MODOT PAY ITEMS AND SPECIFICATIONS					
206-10.00	CLASS 1 EXCAVATION	C.Y.	49.6	\$170.00	\$8,432.00
206-10.00	TEMPORARY SHORING	L.S.	1.0	\$0.00	\$0.00
216-40.00	CURB REMOVAL	L.F.	118	\$27.75	\$3,274.50
503-10.00A	BRIDGE APPROACH SLAB (MAJOR ROAD)	S.Y.	26	\$390.00	\$10,140.00
607-11.02	MODIFIED CONCRETE GUTTER TYPE B	L.F.	112	\$89.00	\$9,968.00
612-20.14	IMPACT ATTENUATOR (14 SAND BARRELS)	EACH	2	\$3,700.00	\$7,400.00
612-20.20	REPLACEMENT SAND BARREL	EACH	3	\$970.00	\$2,910.00
613-10.10	FURNISHING AND PLACING CONCRETE MATERIAL FOR FULL DEPTH PAVEMENT REPAIR	S.Y.	35.4	\$240.00	\$8,496.00
613-10.12	SUBGRADE COMPACTION (6 IN. DEPTH) (PAVEMENT REPAIR)	S.Y.	35	\$23.75	\$831.25
613-10.13	TYPE 1 OR 5 AGGREGATE FOR BASE (4 IN. THICK) (PAVEMENT REPAIR)	S.Y.	35	\$32.00	\$1,120.00
613-10.14	FULL DEPTH PAVEMENT REPAIR SAW CUT (FOR PERIMETER AND INTERNAL SAW CUTS)	L.F.	77	\$13.00	\$1,001.00
613-10.15	DOWEL BAR (DRILLING, FURNISHING AND INSTALLATION) FOR FULL DEPTH PAVEMENT REPAIR	EACH	20	\$36.00	\$720.00
616-10.05	CONSTRUCTION SIGNS	S.F.	260	\$7.00	\$1,820.00
616-10.25	CHANNELIZER (TRIM-LINE)	EACH	44	\$22.00	\$968.00
616-10.33	DIRECTIONAL INDICATOR BARRICADE	EACH	27	\$45.00	\$1,215.00
616-10.40	FLASHING ARROW PANEL	EACH	1	\$750.00	\$750.00
616-10.98	CHANGEABLE MESSAGE SIGN, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EACH	2	\$2,000.00	\$4,000.00
617-10.00	CONCRETE TRAFFIC BARRIER, TYPE A	L.F.	118	\$180.00	\$21,240.00
617-36.00D	TEMPORARY TRAFFIC BARRIER, CONTRACTOR FURNISHED / RETAINED	L.F.	352	\$36.00	\$12,672.00
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$21,000.00	\$21,000.00
701-11.07	DRILLED SHAFTS (4 FT. 6 IN. DIA.)	L.F.	32.7	\$880.00	\$28,776.00
701-12.06	ROCK SOCKETS (4 FT. 0 IN. DIA.)	L.F.	20.5	\$280.00	\$5,740.00
701-16.00	SONIC LOGGING TESTING	EACH	2	\$1,970.00	\$3,940.00
702-10.10	STRUCTURAL STEEL PILES (10 IN.)	L.F.	225	\$67.00	\$15,075.00
703-40.03	CLASS B-1 CONCRETE (SUBSTRUCTURE)	C.Y.	48.9	\$1,050.00	\$51,345.00
703-42.15	SAFETY BARRIER CURB	L.F.	503	\$105.00	\$52,815.00
703-42.21	SLAB ON CONCRETE NU-GIRDER	S.Y.	307	\$425.00	\$130,475.00
703-89.02	PRECAST CONCRETE SIGN	EACH	2	\$8,500.00	\$17,000.00
705-60.22	NU 43, PRESTRESSED CONCRETE NU-GIRDER	L.F.	456	\$270.00	\$123,120.00
706-10.00	REINFORCING STEEL	LBS.	23112	\$2.20	\$50,846.40
707-10.00	CONDUIT SYSTEM ON STRUCTURE	L.S.	1	\$8,908.10	\$8,908.10
711-99.01	OPAQUE CONCRETE STAINING SYSTEM	L.S.	1	\$28,175.00	\$28,175.00
712-52.02	CHLORIDE REMEDIATION SURFACE PREPARATION	S.F.	3300	\$1.10	\$3,630.00
712-53.90A	FINISH FIELD COAT (SYSTEM H)	S.F.	3300	\$1.10	\$3,630.00
712-99.02	BOLLARD	EACH	2	\$1,700.00	\$3,400.00
712-99.03	STEEL TUBE BICYCLE RAILING	L.F.	590	\$220.00	\$129,800.00
712-99.03	STEEL TUBE PEDESTRIAN RAILING	L.F.	499	\$275.00	\$137,225.00
715-10.01	VERTICAL DRAIN AT END BENTS	EACH	2	\$1,200.00	\$2,400.00
716-10.02	LAMINATED NEOPRENE BEARING PAD	EACH	8	\$440.00	\$3,520.00
720-10.00	MECHANICALLY STABILIZED EARTH WALL SYSTEMS	S.F.	2840	\$15.50	\$44,020.00
720-12.00	SELECT GRANULAR BACKFILL FOR STRUCTURAL SYSTEMS	C.Y.	1716	\$42.00	\$72,072.00
725-10.00	CORRUGATED METAL PIPE PILE SPACERS	EACH	6	\$1,200.00	\$7,200.00
SUBTOTAL BRIDGE ITEMS=					\$1,041,070.25

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City of Chesterfield
Chesterfield Parkway Pedestrian Bridge TAP-5410(626)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
TRAFFIC SIGNAL ITEMS -- ST LOUIS COUNTY PAY ITEMS AND SPECIFICATIONS					
904-24.01	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EACH	8	\$498.00	\$3,984.00
904-28.07	POST, SIGNAL, W/SQ. PEDESTAL BASE AND POST CAP, 7" MAXIMUM TOTAL HEIGHT, ALUMINUM	EACH	6	\$593.00	\$3,558.00
904-49.20	DETECTOR, PEDESTRIAN PUSH BUTTON, FREEZEPROOF	EACH	8	\$218.00	\$1,744.00
904-51.00	CONDUIT, 1"	L.F.	208	\$7.15	\$1,487.20
904-52.00	CONDUIT, 2"	L.F.	48	\$11.00	\$528.00
904-74.99	CONDUIT REPAIR	EACH	1	\$574.00	\$574.00
904-83.05	CABLE, SIGNAL, #14 GAUGE, 5 CONDUCTOR	L.F.	310	\$1.65	\$511.50
904-84.00	WIRE, STRANDED GROUND, #6 GAUGE	L.F.	110	\$1.10	\$121.00
904-85.05	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/TUBE JACKET (IN CONDUIT AND PULL BOXES)	L.F.	540	\$0.50	\$270.00
904-85.06	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/TUBE JACKET (IN SAWED SLOT)	L.F.	1340	\$5.80	\$7,772.00
904-85.18	CABLE, PUSH BUTTON AND/OR DETECTOR LOOP LEAD-IN, #18 GAUGE, 2 CONDUCTOR (SHIELDED)	L.F.	1000	\$0.80	\$800.00
904-91.43	BASE, TYPE P-3, CONCRETE	EACH	6	\$787.00	\$4,722.00
904-93.20	TEMPORARY TRAFFIC DETECTION SYSTEM	L.S.	1	\$5,779.00	\$5,779.00
904-95.10	OPENING DRILLED IN EXISTING CONCRETE PULL BOX	EACH	16	\$133.00	\$2,128.00
904-97.20	REMOVAL OF SIGNAL EQUIPMENT (INTERSECTION)	EACH	6	\$1.00	\$6.00
SUBTOTAL COUNTY TRAFFIC SIGNAL ITEMS=					\$33,984.70

LIGHTING ITEMS -- MODOT PAY ITEMS AND SPECIFICATIONS					
901-30.03	CONDUIT, 3 IN. RIGID, IN TRENCH	L.F.	218	\$9.90	\$2,158.20
901-40.04	CONDUIT, 4 IN. RIGID, PUSHED	L.F.	628	\$19.00	\$11,932.00
901-50.10	TRENCHING, TYPE I	L.F.	1519	\$4.00	\$6,076.00
901-61.10	PULL BOX, PREFORMED CLASS 1	EACH	6	\$684.00	\$4,104.00
901-70.06	CABLE, 6 AWG 1 CONDUCTOR	L.F.	3580	\$1.40	\$5,012.00
901-70.08	CABLE, 8 AWG 1 CONDUCTOR	L.F.	3280	\$1.25	\$4,100.00
901-74.05	CABLE-CONDUIT, 1 IN., 3 CONDUCTORS AND 1 BARE NEUTRAL, 6 AWG	L.F.	1800	\$3.10	\$5,580.00
901-86.10	POWER SUPPLY ASSEMBLY, TYPE 1, 240/120 VOLT SERVICE, LIGHTING ONLY	EACH	4	\$1,500.00	\$6,000.00
901-99.02	DECORATIVE STREET LIGHT (TYPE L1)	EACH	21	\$5,900.00	\$123,900.00
SUBTOTAL LIGHTING ITEMS=					\$168,862.20

NON-PARTICIPATING ITEMS-ST LOUIS COUNTY PAY ITEMS AND SPECIFICATIONS					
202-22.95	SAWCUT (ANY DEPTH/MATERIAL)	L.F.	72	\$5.00	\$360.00
203-50.00	UNCLASSIFIED EXCAVATION	C.Y.	13	\$42.00	\$546.00
304-05.04	TYPE 5 AGGREGATE BASE (4" THICK)	S.Y.	76	\$14.75	\$1,121.00
608-50.07	PAVED APPROACH (7" THICK)	S.Y.	70.6	\$89.00	\$6,283.40
803-10.00	SODDING	S.Y.	31	\$5.50	\$170.50
806-70.00	SILT FENCE	L.F.	82	\$2.20	\$180.40

NON-PARTICIPATING ITEMS-MODOT PAY ITEMS AND SPECIFICATIONS					
901-99-02	BRIDGE BARRIER LIGHT (TYPE B2)	EACH	16	\$550.00	\$8,800.00
901-99.02	DECORATIVE BRIDGE LIGHT (TYPE B1)	EACH	6	\$2,610.00	\$15,660.00
SUBTOTAL NON-PARTICIPATING ITEMS=					\$33,121.30

TOTAL = **\$1,775,792.49**

Memorandum

Department of Public Services



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

FROM: Kim Streicher, PE – Senior Civil Engineer

DATE: July 18, 2016

**RE: Chesterfield Parkway Pedestrian Bridge
2009-PW-19A, TAP-5410(626)
Construction Engineering Services Contract**

In May of 2015 City Council authorized execution of a Transportation Alternatives Program Agreement with the Missouri Highways and Transportation Committee for the construction of a new pedestrian bridge over Interstate 64 adjacent to Chesterfield Parkway East. (Ord. 2850). In accordance with the TAP Agreement, the federal share of this project is not to exceed \$900,000.00. Federal funding is programmed for the construction phase only on this project.

Design plans were completed by the City's consultant for this project, HR Green, Inc., and approved by MoDOT in May of 2016. All required easements were acquired by April 2016 and Right of Way Clearance and authority to advertise the project for construction were received from MoDOT in May 2016. Bids were opened on July 12, 2016 with Millstone Weber providing the lowest responsive, responsible, bid at a price of \$1,775,792,49.

This project will require construction engineering services. Recognizing that it is in the best interest of the City to have HR Green provide inspection services to ensure that the project is built according to their plans and specifications, staff has negotiated a scope and corresponding fee of \$149,131.00 with HR Green to continue to provide engineering services through the construction phase of the project. HR Green will provide the following services:

- Assist with a preconstruction conference;
- Complete daily site inspection visits;
- Prepare construction change orders for issuance by the City;
- Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;

- Inspect materials and review material certifications;
- Provide materials testing through a sub-contract with TSi;
- Maintain project progress and payment diaries to MoDOT LPA manual requirements;
- Provide the City with project closeout documentation and participate in final inspection;

I recommend requesting authorization to execute the enclosed Engineering Services Contract with HR Green, Inc. in an amount not to exceed \$149,131.00.

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

Attachments: HR Green Engineering Services Contract

cc: File – 2009-PW-19A

MAY 16 2016

Department of Public Services

SPONSOR: City of Chesterfield
LOCATION: Chesterfield Parkway East from Schoettler Valley Drive to north of Conway Road
PROJECT: TAP-5410(626)

THIS CONTRACT is between *City of Chesterfield, Missouri*, hereinafter referred to as the "Local Agency", and *HR Green, Inc. located at 16020 Swingley Ridge Road, Suite 205, Chesterfield, Missouri*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternative Program (TAP), coordinated through the Missouri Department of Transportation, the Local Agency intends to *provide pedestrian access and improve bicyclist safety on Chesterfield Parkway East between Schoettler Valley Drive and the Spring Hill Suites Hotel north on Conway Road* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the ~~planning, design and construction inspection~~ of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A for the Scope of Services specific to this project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 8% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical 1340 N. Price Rd. St. Louis, MO 63132	Material Testing	\$12,507	\$12,507	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. ~~PS&E Approval by MODOT shall be completed on~~
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the

control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. ~~For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ _____, with a ceiling established for said design services in the amount of \$ _____, which amount shall not be exceeded.~~
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$16,711, with a ceiling established for said inspection services in the amount of \$149,131, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 44.24% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 123.26% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *material testing and geotechnical consultation.*

Sub-Consultant Name	Address	Services
TSi Geotechnical, Inc.	1340 N. Price Rd. St. Louis, MO 63132	Material Testing and Geotechnical Consult.

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of

the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

- Attachment A – Scope of Service
- Attachment B - Estimate of Cost
- Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.
- Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
- Attachment E – DBE Contract Provisions
- Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form
- Attachment G – Subconsultant Proposal and Scope of Service

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

Executed by the County/City this __ day of _____, 20__.

FOR: CITY OF CHESTERFIELD, MISSOURI

BY: _____
Michael O. Geisel – Interim Co-City Administrator

ATTEST: _____
City of Chesterfield, Missouri Clerk

FOR: HR GREEN, INC.

BY: _____
David Maxwell, P.E. – Operations Director, Transportation

ATTEST: _____
Jason Dohrmann, P.E.
Regional Director - Transportation

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY OF CHESTERFIELD, MISSOURI ACCOUNTING OFFICER

ATTACHMENT A

SCOPE OF PROFESSIONAL SERVICES

ENGINEER agrees to perform the following services for the LOCAL AGENCY, and to do so in a timely and satisfactory manner.

The LOCAL AGENCY has completed the design and specifications for the construction of new sidewalk, lighting, and pedestrian bridge over US 40 along the west side of Chesterfield Parkway, East. The ENGINEER will serve as the LOCAL AGENCY's representative for administering the terms of the construction contract between the LOCAL AGENCY and the Contractor.

In order to perform services that the ENGINEER does not offer, the ENGINEER will employ the assistance of TSi Geotechnical, Inc. (TSI) as summarized below and included in Attachment G of this Engineering Services Contract:

- a. TSI will be responsible for the material testing and geotechnical consultation during construction.

SCOPE OF SERVICES

I. PROJECT MANAGEMENT AND ADMINISTRATION

For overall project management, the ENGINEER will:

- a. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.
- b. Maintain communications with the LOCAL AGENCY on an as-needed basis meet with LOCAL AGENCY staff to review progress or to discuss specific elements of the project (assume two (2) ENGINEER staff will attend three (3) meetings). Prepare minutes of meetings and keep documentation of other communications.
- c. This project will involve coordination and management of subconsultants for the purpose of material testing and geotechnical consultation.
- d. Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. Prepare and submit monthly progress reports outlining the following:
 - a. Activities during the reporting period and activities planned for the following month,
 - b. Problems encountered and recommended solutions, and
 - c. Overall status.
- e. Provide the LOCAL AGENCY with final construction documentation as outlined in the MoDOT LPA Manual..

II. CONSTRUCTION PHASE SERVICES

The ENGINEER will serve as the LOCAL AGENCY's representative for administering the terms of the construction contract between the LOCAL AGENCY and the Contractor. ENGINEER will, on behalf of the LOCAL AGENCY, observe construction activities and document workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make ENGINEER responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work

in accordance with the contract documents. Specifically, the ENGINEER's services will include:

- a. Assisting the LOCAL AGENCY with a preconstruction conference to discuss project details with the Contractor.
- b. Completing daily site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents.
- c. Rejection of work not conforming to the project documents.
- d. Preparation of construction change orders for issuance by the LOCAL AGENCY as necessary and assure that proper approvals are made prior to work being performed.
- e. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
- f. Inspection of materials and review of material certifications product submittals furnished by Contractor. Independently sample concrete and other materials as required. Laboratory testing of samples. (Completed with assistance of TSI.)
- g. Maintaining progress and payment diaries and other project records to MoDOT LPA Manual requirements.
- h. Participation in final inspection. Provide the LOCAL AGENCY with project documentation (diaries, test results, certifications, etc.), and provide as-built plans (completed by the Contractor) for the LOCAL AGENCY's records.

For this work, the ENGINEER will be the primary contact for the contractor, and will designate a point person for the Contractor's questions. TSI will provide material testing and support services as requested. In order to estimate fees for this work, the ENGINEER has estimated the duration of construction to be one hundred twenty (120) working days to complete the work. Likewise it is estimated that the ENGINEER shall provide full-time construction observation for each hour the construction contractor is on site. This full time work is estimated at eight (8) hours per working day. In the event of a non-working day (because of weather) or by choice of the contractor, the ENGINEER will still be required by Federal regulations, to complete inspections of traffic control and erosion control, and still be required to complete a daily log. For these days, it is estimated that the ENGINEER will spend two (2) hours per working day, estimated at twenty (20) days for the duration of the construction period.

TSI will assist on site as needed, when summoned by the ENGINEER or the LOCAL AGENCY. They will complete their work based on the "Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST)" as outlined by MoDOT. See TSI's Scope of Services in Attachment G of this Engineering Services Contract for additional information.

For the purposes of the fee estimate, an assumption is made that the Contractor will develop and provide As-Built plans to the ENGINEER for inclusion in the final project documentation reporting to MoDOT and the LOCAL AGENCY.

III. SHOP DRAWING REVIEW

The ENGINEER will review contractor submittals and shop drawings for conformance to the design and contract requirements. It is anticipated the following submittals will be required:

Bridge Shop Drawings

- a. Modular Block Retaining Walls
- b. Drilled Shaft Installation Plan
- c. Drilled Shaft Permanent Steel Casing
- d. Drilled Shaft Sonic Logging Testing
- e. NU Beams
- f. Pedestrian Railing
- g. Bicycle Railing
- h. Concrete Stain
- i. Steel Coating System
- j. Precast Concrete Sign
- k. Collapsible Bollard
- l. Concrete Mix Design?
- m. Steel/ Bar Bill, shapes, dimensions, certifications

Traffic/Lighting Shop Drawings

- a. Pedestrian Signal Heads
- b. Signal Posts
- c. Pedestrian Push Buttons
- d. Conduit
- e. Cables
- f. Detector Loops
- g. Temporary Traffic Detection System
- h. Lighting Controller
- i. Street Light Luminaires
- j. Street Light Poles /
- k. Bridge Light Luminaires
- l. Pull Boxes

IV. EXCLUSIONS TO THIS PROPOSAL

- a. Subsurface Utility Exploration
- b. Construction staking or layout for project improvements, right-of-way and easements.
- c. Permits

ATTACHMENT B
ESTIMATE OF COST

ATTACHMENT B

PROJECT FEE SCHEDULE

Estimated manhours and fee (including direct costs) by task are as follows:
For a more detailed list of items, see Exhibit B, attached.

<u>TASK</u>	<u>PROJECT PHASE</u>	<u>HOURS</u>	<u>RATE (Salary)</u>	<u>COST</u>
1	PROJECT MANAGEMENT AND ADMIN			
	Senior Project Manager	8	\$ 81.00	\$ 648
	Senior Project Engineer	22	\$ 48.00	\$ 1,056
	Construction Manager	0	\$ 69.00	\$ -
	Field Technician	0	\$ 30.00	\$ -
	Project Engineer	0	\$ 39.00	\$ -
	Roadway Project Engineer	0	\$ 39.00	\$ -
	Administrative Assistant	10	\$ 23.00	\$ 230
2	CONSTRUCTION PHASE SERVICES			
	Senior Project Manager	9	\$ 81.00	\$ 729
	Senior Project Engineer	0	\$ 48.00	\$ -
	Construction Manager	106	\$ 69.00	\$ 7,314
	Field Technician	1006	\$ 30.00	\$ 30,180
	Project Engineer	0	\$ 39.00	\$ -
	Roadway Project Engineer	0	\$ 39.00	\$ -
	Administrative Assistant	6	\$ 23.00	\$ 138
3	SHOP DRAWING REVIEW			
	Senior Project Manager	6	\$ 81.00	\$ 486
	Senior Project Engineer	28	\$ 48.00	\$ 1,344
	Construction Manager	0	\$ 69.00	\$ -
	Field Technician	0	\$ 30.00	\$ -
	Project Engineer	24	\$ 39.00	\$ 936
	Roadway Project Engineer	40	\$ 39.00	\$ 1,560
	Administrative Assistant	0	\$ 23.00	\$ -
SUBTOTAL		1265		\$ 44,621
Payroll Overhead (Est. at 44.24% X Subtotal)				\$ 19,740
General and Admin. Overhead (Est. at 123.26% X Subtotal)				\$ 55,000
TOTAL LABOR & OVERHEAD				\$ 119,361
Fixed Fee (14% X Total Labor & Overhead)				\$ 16,711
TOTAL LABOR, OVERHEAD & FIXED FEE				\$ 136,072
Direct Costs (Misc.)				\$ 552
Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))				\$ -
Geotechnical Consultation and Material Support (Tsi) **				\$ 12,507
TOTAL DIRECT COSTS				\$ 13,059
TOTAL FOR CONSTRUCTION PHASE				\$ 149,131

BID RESULTS – CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE

RIGHT-OF-WAY USE AGREEMENT

As detailed in the enclosed memorandum prepared by Jim Eckrich, Public Works Director – The Chesterfield Parkway Pedestrian Bridge is to be partially constructed within County right-of-way. As such, County requires execution of their use agreement. This agreement has been reviewed and approved by Interim City Attorney Chris Graville.

Based upon a review of the information contained within said memo, **I join with Mr. Eckrich in recommending that City Council approve Bill #3105 authorizing the City Administrator to enter into the use agreement with St. Louis County.**

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

DATE: July 18, 2016

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

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

RE: Chesterfield Parkway Pedestrian Bridge



Related to the construction contracts submitted under a separate memorandum, the St. Louis County Department of Transportation will require a contract with the City of Chesterfield in return for allowing the City to construct improvements within the Chesterfield Parkway right of way as part of the Chesterfield Parkway Pedestrian Bridge Project. As you are well aware, the sidewalk and streetlights being constructed as part of this project will be located within the right of way of Chesterfield Parkway, which is maintained by St. Louis County. This contract not only allows for the construction of improvements, but clarifies that the City of Chesterfield will be responsible for the maintenance of these improvements. Additional details are provided in the attached memorandum from Senior Civil Engineer Kim Streicher.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should enact the attached ordinance authorizing the Interim City Administrator to execute the attached Contract with St. Louis County.

For City Council
8/1/2016

Memorandum

Department of Public Services



DATE: July 14, 2016

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

FROM: Kim Streicher, PE – Senior Civil Engineer

RE: Chesterfield Parkway Pedestrian Bridge – TAP-5410(626)
St. Louis County Contract

As you are aware, the City is nearing a contract award for construction of the Chesterfield Parkway Pedestrian Bridge Project 2009-PW-19A.

The new sidewalk and street lighting will be located in right of way owned by Saint Louis County. As such, St. Louis County is requiring a contract (attached) relating to the construction and maintenance of these appurtenances. The agreement must be executed before St. Louis County will issue permits for the construction phase of this project.

The contract states that the City shall be responsible for all aspects of the installation, maintenance, repair, replacement, and power costs of the project improvements.

I recommend requesting authorization to execute the enclosed contract. In accordance with the contract language, the contract must be approved via ordinance and a minimum of three (3) executed copies of the agreement and ordinance need to be returned to St. Louis County.

I anticipate having bid award concurrence from MoDOT soon and have recommended by separate memo that the construction contract award be presented to City Council at the August 1st meeting.

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

Attachments: Contract

SEE BILL NO. 3105

LEGISLATION

- A. BILL NO. 3103 - AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT PLAT FOR LOT A OF THE FRIENDSHIP VILLAGE BOUNDARY ADJUSTMENT PLAT OF WEST COUNTY, A 36,041 SQUARE FOOT TRACT OF LAND LOCATED IN U.S. SURVEY 157, TOWNSHIP 45 NORTH, RANGE 4 EAST, A 35,441 SQUARE FOOT TRACT OF LAND PART OF LOT 2 OF THE SUBDIVISION OF HUGO ESSEN FARM, AND A 21,418 SQUARE FOOT TRACT OF LAND BEING PART OF LOT 2 OF THE SUBDIVISION OF HUGO ESSEN FARM LOCATED IN THE CITY OF CHESTERFIELD, SAINT LOUIS COUNTY, MISSOURI (17S320445, 18S640272, 18S640326 AND 18S640162)(FIRST & SECOND READING; PUBLIC SERVICES RECOMMENDS APPROVAL)**
- B. BILL NO. 3104 - AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS. (FIRST READING)**
- C. BILL NO. 3105 – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SAINT LOUIS COUNTY FOR CONSTRUCTION OF STREET LIGHTING AND SIDEWALKS ALONG CHESTERFIELD PARKWAY EAST IN CONJUNCTION WITH THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE PROJECT. (FIRST READING)**

BILL NO. 3103

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT PLAT FOR LOT A OF THE FRIENDSHIP VILLAGE BOUNDARY ADJUSTMENT PLAT OF WEST COUNTY, A 36,041 SQUARE FOOT TRACT OF LAND LOCATED IN U.S. SURVEY 157, TOWNSHIP 45 NORTH, RANGE 4 EAST, A 35,441 SQUARE FOOT TRACT OF LAND PART OF LOT 2 OF THE SUBDIVISION OF HUGO ESSEN FARM, AND A 21,418 SQUARE FOOT TRACT OF LAND BEING PART OF LOT 2 OF THE SUBDIVISION OF HUGO ESSEN FARM LOCATED IN THE CITY OF CHESTERFIELD, SAINT LOUIS COUNTY, MISSOURI (17S320445, 18S640272, 18S640326 AND 18S640162).

WHEREAS, Civil Engineering Design Consultants has proposed a Boundary Adjustment Plat for the aforementioned tracts and proposes to consolidate the properties known as The *Friendship Village Boundary Adjustment Plat of West County*, two parts of Lot 2 of The Subdivision of Hugo Essen Farm, and a tract in U.S. Survey 157, Township 45 North, Range 4 East; and,

WHEREAS, the tract in U.S. Survey 157, Township 45 North, Range 4 East and the two tracts located being part of Lot 2 of the Subdivision of Hugo Essen Farm were zoned "R-4" Residence District by City of Chesterfield Ordinance 2878 approved on December 7, 2015; and

WHEREAS, the purpose of said Boundary Adjustment Plat is to consolidate all four tracts into a single tract of land, all currently zoned "R-4" Residence District; and,

WHEREAS, the Department of Public Services has reviewed the Boundary Adjustment Plat in accordance with the Subdivision Ordinance of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment Plat to the City Council.

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

Section 1. The Boundary Adjustment Plat for The Friendship Village Boundary Adjustment Plat of West County, a 36,041 square foot tract of land located in U.S. Survey 157, Township 45 North, Range 4 East, a 35,441 square foot tract of land being part of Lot 2 of the Subdivision of Hugo Essen Farm, and a 21,418 square foot tract of land being part of Lot 2 of the Subdivision of Hugo Essen Farm, which is made part hereof and attached hereto as Exhibit 1, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

Passed and approved this _____ day of _____, 2016.

Bob Nation, MAYOR

ATTEST:

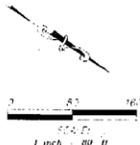
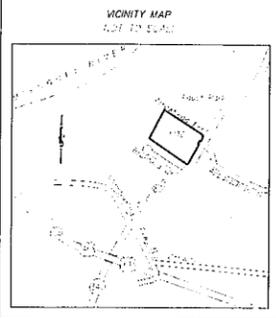
Vickie Hass, CITY CLERK

FIRST READING HELD:

FRIENDSHIP VILLAGE OF WEST COUNTY BOUNDARY ADJUSTMENT PLAT ADDITION

A BOUNDARY ADJUSTMENT OF FRIENDSHIP VILLAGE OF WEST COUNTY BOUNDARY ADJUSTMENT PLAT AND PART OF LOT 2 OF THE HUGO ESSEN FARM IN PART OF U.S. SURVEY 151 AND 157, TOWNSHIP 45 NORTH, RANGE 4 EAST.

CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI



LINE LABEL CHART table with columns for line number and description.

STATE PLANE COORDINATES

Table of state plane coordinates for various points on the plat.

SERVICE PROVIDERS LIST

- List of service providers including surveyors and engineers.

OWNERSHIP INFORMATION

Ownership details for the land parcels.

CONTACT INFORMATION

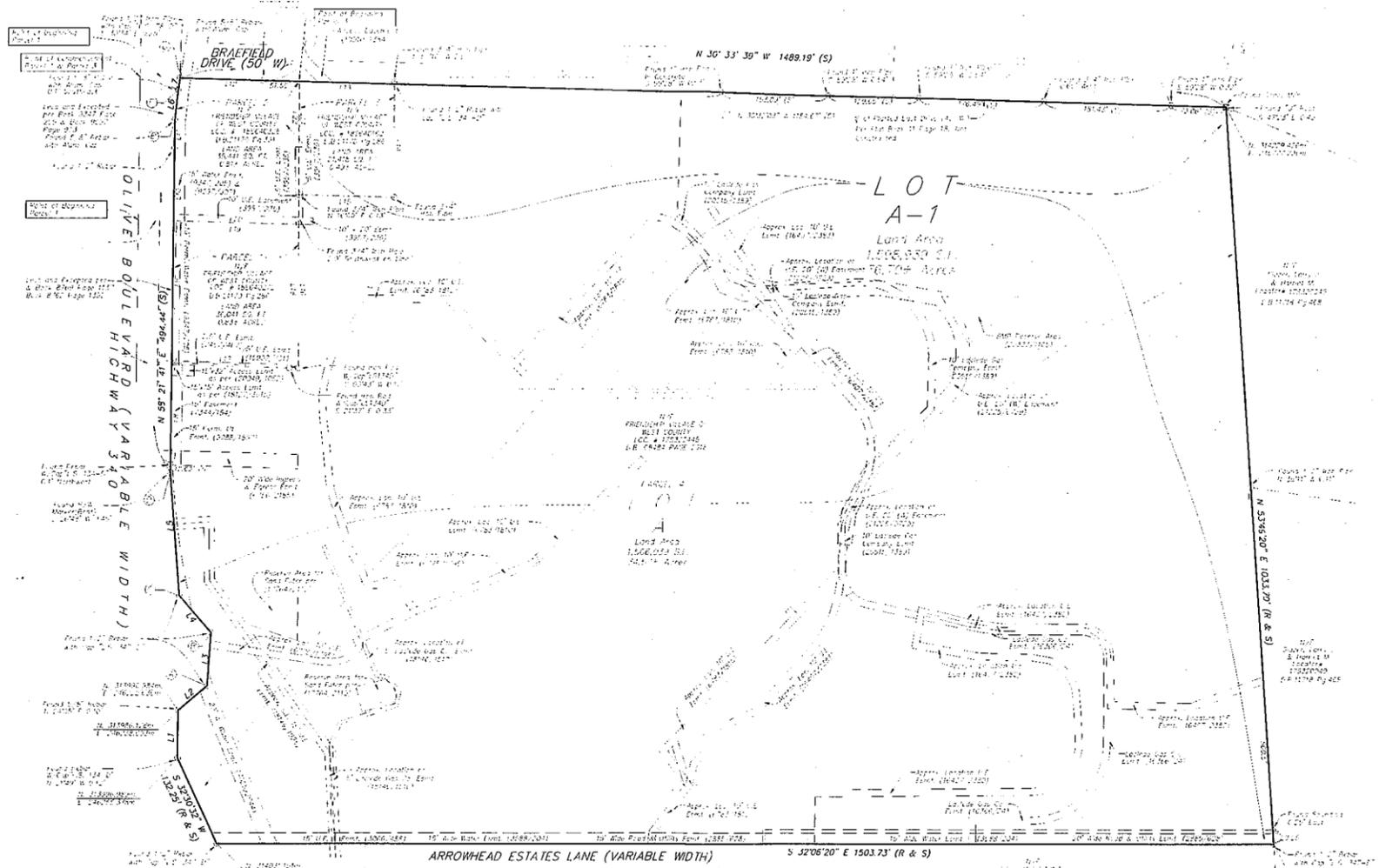
Contact details for the surveyor and other parties.

NOTES

Notes regarding the survey process and plat accuracy.

ZONING

Zoning information for the area.



LAND DESCRIPTIONS OF RECORD

Legal descriptions of parcels No. One, No. Two, No. Three, and No. Four.

LAND DESCRIPTION OF LOT A-1

Detailed land description for Lot A-1, including bearings and distances.

OWNER'S SCRIPT

Script for the owner of the land.

CITY SCRIPT

Script for the City of Chesterfield.

SURVEYOR'S STATEMENT

Statement from the surveyor regarding the plat.

CITY OF CHESTERFIELD EXHIBIT 1

STATE PLANE COORDINATES

Additional state plane coordinates for the plat.

CITY SCRIPT

City script text.

OWNER'S SCRIPT

Owner's script text.

SURVEYOR'S STATEMENT

Surveyor's statement text.

THIS PLAT CONTAINS 1,598,939 SQUARE FEET OR 36.70± ACRES

MARLER SURVEYING COMPANY, INC. logo and contact information.

AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS.

WHEREAS, Missouri Statute 105.485 authorizes the City of Chesterfield to adopt an ordinance which establishes its own method of disclosing potential conflicts of interest; and

WHEREAS, without such an ordinance, each official, officer or employee of the City, and each candidate for office shall be required to file a financial interest statement with the Missouri Ethics Commission, pursuant to subsection 2 of Section 105.485; and

WHEREAS, the City Council originally adopted its own ordinance establishing a method of disclosing potential conflicts of interest with Ordinance No. 605, adopted August 19, 1991 and has renewed the ordinance at least biennially, and often annually, since 1991; and

WHEREAS, the City Council finds it is in the best interest of the public to readopt Ordinance No. 605 as the procedure for disclosure of conflicts of interest for the City of Chesterfield;

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

Section 1. The City of Chesterfield hereby formally re-adopts the procedure set out in Ordinance No. 605 as the procedure for disclosure of potential conflicts of interest and substantial interests.

Section 2. All requirements as set out in Ordinance No. 605 are to remain in full force and effect.

Section 3. The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 15, 2016.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

First Reading Held: _____

BILL NO. 613

ORDINANCE NO. 605

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest. All elected and appointed officials as well as employees of the City of Chesterfield must comply with Section 105.454 of the Missouri Revised Statutes and Ordinance 604 regarding conflicts of interest as well as any other state law governing official conduct. The Mayor and any members of the City Council who has a substantial personal or private interest as defined by state law and set out below in any bill shall disclose on the records of the City Council the nature of his or her interest and shall disqualify himself or herself from voting on any matters related to this interest.

Section 3. Substantial or Private Interest. Any member of the City Council as well as any appointed officials and employees shall have a substantial or private interest in any measure, bill or other ordinance proposed or pending before the City if that interest is an ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 4. Disclosure Reports. Each elected official the City Administrator (as the chief administrative officer) and the Director of Finance (as the chief purchasing officer) and the general counsel (City Attorney) (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The City Administrator as the chief administrative officer and the Director of Finance as the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was receiving during the year covered by the statement;
2. The name and address of each sold proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 5. Filing of Reports. The reports, in the attached format (See Exhibit "A" & "B"), shall be filed with the City Clerk and with the Secretary of State prior to January 1, 1993, and thereafter with the Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 6. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

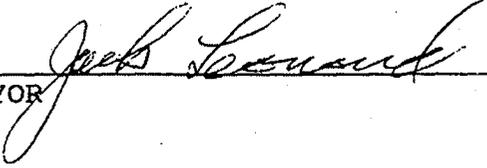
a. Each person appointed to office shall file the statement within thirty days of such appointment or employment;

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

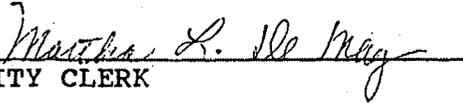
Section 7. Filing of Ordinance. The City Clerk is directed to send a certified copy of the Ordinance and any amendment that is adopted prior to January 1, 1993, to the Secretary of State's office within ten days of its adoption. The City Clerk shall send a certified copy of any Ordinance adopted on or after January 1, 1993, regarding this topic to the Missouri Ethics Commission within ten days of its adoption.

Section 8. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 19th day of AUGUST, 1991.


MAYOR

ATTEST:


CITY CLERK

BILL NO. 612

ORDINANCE NO. 604

AN ORDINANCE OF THE CITY OF CHESTERFIELD REGARDING CONFLICTS OF INTEREST.

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, it is the policy of the City that the conflict of interest provision shall apply to all officers and employees of the City of Chesterfield and to any person or business entity filing any papers with, appearing before, doing business with or having any dealings of transactions of any kind with any City officer, employee or agency of the City of Chesterfield.

Section 2. Definitions. As used in this Ordinance, unless the context clearly requires otherwise, the following terms shall have the meanings indicated:

(a) "Business entity", a corporation, association, firm, partnership, sole proprietorship, joint venture, or business entity of any kind or character.

(b) "Employee", a person performing service for, or holding a position or employment with the City of Chesterfield on a full, regular, part-time, intermittent or consultant basis.

(c) "Immediate family", the officer or employee and his spouse and their parents, children, brothers, sisters, and spouses thereof.

(d) "Officer", a person holding any office, position as department or division head, membership on any board or commission, whether by election or appointment, whether serving with or without compensation, for the city of Chesterfield.

(e) "Substantial interest", ownership by the individual or any member of his immediate family, directly or indirectly, of 10% or more of any business entity.

(f) "Directly benefit", to derive special private advantage as opposed to a general advantage derived as a member of a large class or of the public at large.

Section 3. Conflicts of Interest, Prohibited. It shall be unlawful for any officer or employee to violate Section 105.454 of the Revised Statutes of the State of Missouri on conflicts of interest or to engage in any private business or professional activity which would place him in a position of conflict between his private interest and the public interest of the City of Chesterfield, Missouri, or to engage in any private activity which involves the improper use of information gained through his public position or to use the prerogative of his official position for his personal benefit or on behalf of any member of his immediate family, or to accept any fee, compensation, gift, payment of expenses or any other thing of monetary value, either directly or indirectly, under circumstances in which acceptance may result in any conflict of interest. If any officer or employee of the city of Chesterfield shall violate any provision of this section, the City of Chesterfield shall be entitled to recover from said officer or employee in a Court of proper jurisdiction an amount equal to any considerations received by said officer or employee in the transaction involving the violation of this section, and this remedy shall be in addition to any other remedy or penalty provided by law.

Section 4. Disclosure Required.

(a) Every person or business entity filing any application, petition, or other formal request for action by any officer or employee of the City of Chesterfield shall fully and truthfully disclose the name of every person or business entity for whom he is acting when requested to do so by said officer or employee and shall comply with any City of Chesterfield ordinance dealing with the procedure to disclose potential conflicts of interests and substantial interest.

(b) Every City officer or employee shall fully and truthfully disclose his interest in any matter in which he shall have discretion to act, and the exercise of such discretion without disclosure of a prohibited conflict of interest shall be deemed a representation that no conflict of interest exists.

Section 5. Certain Acts Deemed Prohibited Conflicts of Interest. The following shall be deemed to be prohibited conflicts of interest and it shall be unlawful for any officer or employee to act in any such circumstances:

(a) When a City officer or employee shall have discretion to act in any matter wherein he or a member of his immediate family or any business entity in which he or a member of his immediate family may own a substantial interest may directly benefit from such action.

(b) When any City officer or employee shall have discretion to act in any matter which may directly benefit any person or business entity with whom said officer or employee or member of his immediate family shall have enjoyed profitable business or professional dealing within the period of one year prior to such action.

(c) When any City officer or employee shall have discretion to act in any matter which may directly benefit any person or business entity with whom such officer or employee or member of his immediate family is associated in a business or professional way or may directly benefit any person or business entity which is represented in said matter by any person or business entity with which said officer or employee or member of his immediate family is associated in a business or professional way.

(d) When any City officer or employee shall have discretion to act in any matter, and has accepted or agreed to accept anything of monetary value, either directly or indirectly, from any person or business entity who may directly benefit from the matter, with the intent to influence his vote, opinion, judgment or decision on such matter or to induce him to neglect his duty or to perform such duty with partiality or favor, or otherwise than is required by law.

Section 6. Disqualification of Interested Officer or Employee, Effect. In the event that any officer, employee or member of a board or commission shall have a prohibited conflict of interest in any matter in which he shall have discretion to act, he shall be disqualified to act in said matter and he shall immediately inform his superior who shall thereupon relieve him of his assignment in that particular matter, and shall exercise the discretion to act therein. For purposes of this paragraph, the superior to any employee shall be the City Administrator.

The superior to the City Administrator shall be the City Council and in cases involving City Council members, the superior shall be the Mayor. In the case of the Mayor, the President Pro-Tem of the council shall be deemed his superior. In the case of a member of any board or commission, the superior shall be the Mayor, or President Pro-Tem in his absence. If sufficient members of a board or commission remain who are not disqualified, the board or commission may continue to act in the matter. If there are not sufficient members to act who are not disqualified, then any such matter pending before any board or commission of the City of Chesterfield shall be transferred to the City Council for action.

Section 7. Inducement of Payment to Interested Official Prohibited. It shall be unlawful for any person or business entity to pay or engage to pay, or to offer or attempt to pay, any officer or employee, any member of his immediate family or any business entity in which said officer or employee or member of his immediate

family shall own a substantial interest, any commission, gratuity or consideration, directly or indirectly, with respect to any matter in which said officer or employee has discretion to act.

Section 8. Disqualification of Former Officer or Employee.

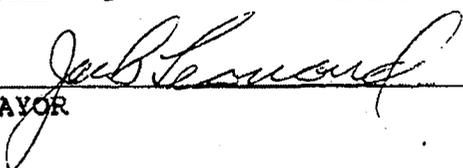
It shall be unlawful for any person, having been an officer or employee of the City of Chesterfield, Missouri, within one year after the termination of his service or employment, knowingly to act as agent or attorney for anyone other than the City of Chesterfield in connection with any judicial or other proceeding, application, claim, controversy, or other particular matter in which the City of Chesterfield is a party or has a direct and substantial interest and in which he participated personally and substantially as an officer or employee while so employed.

Section 9. Exceptions. The Council may waive compliance with this policy with respect to any contract, purchase, lease or other transaction if by prior resolution reciting the pertinent facts it finds such action to be in the interest of the City.

Section 10. Penalties. Violation of this Ordinance shall be a misdemeanor, punishable by fine of not less than Five Dollars (\$5.00) and not more than Five Hundred Dollars (\$500.00) or by imprisonment for a period not to exceed three (3) months or by both such fine and imprisonment.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 19th day of AUGUST, 1991.


MAYOR

ATTEST:


CITY CLERK

BILL NO. 3105

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SAINT LOUIS COUNTY FOR CONSTRUCTION OF STREET LIGHTING AND SIDEWALKS ALONG CHESTERFIELD PARKWAY EAST IN CONJUNCTION WITH THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE PROJECT.

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

WHEREAS, Saint Louis County owns and maintains Chesterfield Parkway East; and

WHEREAS, in order to proceed with the project, the City needs to enter into a Contract with Saint Louis County to allow the City of Chesterfield to construct and maintain street lighting and sidewalk along Chesterfield Parkway East; and

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into a Contract with Saint Louis County 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 a Contract with Saint Louis County, in a form substantially similar to Attachment "A" hereto, relative to the construction and maintenance of street lighting and sidewalks adjacent to Chesterfield Parkway East, 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.

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: _____

CITY CLERK _____

First Reading held _____

CONTRACT BETWEEN

ST. LOUIS COUNTY AND

**THE CITY OF CHESTERFIELD
(Chesterfield Parkway East Pedestrian Bridge)**

This Contract is entered into between the City of Chesterfield ("CITY") and St. Louis County ("COUNTY").

WITNESSETH:

WHEREAS, CITY has initiated a street lighting plan within the City of Chesterfield, along Chesterfield Parkway East, a COUNTY arterial roadway, in conjunction with the Chesterfield Parkway East Pedestrian Bridge Project, hereinafter referred to as "PROJECT"; and

WHEREAS, CITY and COUNTY wish to enter into a contract reflecting their respective rights, obligations, and liabilities as they relate to the PROJECT, which will consist of installation, maintenance, repair, replacement, and power costs of the street lighting along Chesterfield Parkway East in conjunction with the Chesterfield Parkway East Pedestrian Bridge project and more fully described herein.; and

WHEREAS, CITY is authorized to enter into this Contract by Ordinance No. _____ and COUNTY is authorized to enter into this Contract by Ordinance No. _____;

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and representations herein, CITY and COUNTY agree as follows:

(1) SCOPE OF WORK — The PROJECT consists of street lighting in conjunction with the Chesterfield Parkway East Pedestrian Bridge project ("PROJECT Improvements"). CITY shall install, maintain, repair and replace PROJECT in accordance with Section 40.70-4 Item 8 and other applicable sections of the COUNTY Department of Transportation ("Department") Design Criteria for the Preparation of Improvement Plans, as revised on January 1, 2016 (Design Criteria) and other COUNTY Standard Specifications found in Department's Permit Requirements and Conditions Book dated December 1, 2015 and Department's Standard Drawings, as revised on September 1, 2015 (collectively "COUNTY Standards").

(2) DESIGN/CONSTRUCTION — CITY represents that the PROJECT has been designed in accordance with all applicable governmental requirements and regulations. CITY shall construct or have constructed the PROJECT Improvements in accordance with all applicable governmental requirements and regulations. CITY shall install or have installed the PROJECT Improvements and shall pay or cause to be paid all costs associated with such installation. CITY shall install

or have installed the PROJECT Improvements in accordance with the COUNTY Standards and the COUNTY approved plans for the PROJECT.

(3) REVIEW/PERMITS — CITY shall submit or cause to be submitted plans to the COUNTY for review regarding PROJECT Improvements that are located within COUNTY'S right-of-way. CITY shall secure or cause to be secured all necessary approvals and permits from COUNTY for such PROJECT Improvements prior to installation. COUNTY's approval of such plans and issuance of such permits shall be reflective of this Contract and shall not be unreasonably withheld.

(4) MAINTENANCE — CITY shall be responsible for all aspects of the installation, maintenance, repair, replacement and power costs of the PROJECT Improvements. As between the CITY and COUNTY, the City shall be solely liable for the safety of the PROJECT.

CITY will pay all costs associated with installation, repair, maintenance, replacement, and power costs of the PROJECT Improvements, even if affected by COUNTY or other third parties, including but not limited to any roadway or sidewalk repair, maintenance and/or improvement, and any utility maintenance, repair and/or improvement.

CITY shall repair or correct or cause to be repaired /or corrected any damage to COUNTY right-of-way or property that may result from the PROJECT Improvements within one week after COUNTY provides CITY written notice. After this time, COUNTY may make these necessary repairs and/or corrections to the PROJECT Improvement areas using materials in accordance with COUNTY Standards. CITY will reimburse COUNTY for such necessary repairs and/or corrections within 30 days after demand is made by COUNTY.

CITY shall be responsible for dealing directly with all utility companies, all utility accounts shall be in the CITY's name and CITY shall be responsible for all related utility maintenance and operation costs.

(5) LIABILITY — With respect to all PROJECT Improvements, as between the CITY and COUNTY only, CITY assumes all liability for damage, accident or injury resulting from the installation, construction, maintenance, repair, presence or removal of the PROJECT Improvements. CITY shall defend, indemnify and hold harmless COUNTY, its agents, officers and employees, from any and all demands, claims, lawsuits and/or expenses, including attorneys' fees and court costs, arising from the installation, construction, maintenance, repair, presence or removal of the PROJECT Improvements.

(6) FEDERAL, STATE AND COUNTY LAWS — This Contract shall not be construed so as to conflict with or supersede or otherwise limit any applicable law, rule, or regulation of the government of the United States, State of Missouri or COUNTY.

(7) CAPTIONS/SEVERABILITY — The captions included in this Contract are used for the purposes of convenience only and shall not be construed as limiting or otherwise affecting the Contract itself. In the event any portion of this Contract shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

(8) TERMINATION. If CITY desires to terminate this Contract, CITY must at its own cost and expense remove the PROJECT improvements and restore the entirety of the PROJECT to COUNTY Standards after 90 days written notice to COUNTY. CITY'S obligations will only be terminated once COUNTY has accepted the PROJECT as restored to COUNTY Standards for maintenance. If COUNTY desires to terminate this Contract, COUNTY agrees to remove the PROJECT improvements and restore the entirety of the PROJECT including its streetscape at COUNTY'S cost and expense after 90 days written notice to CITY. COUNTY will make such improvements available to CITY at CITY'S cost.

IN WITNESS WHEREOF, this Contract has been executed by the duly authorized representatives of each party and shall be operative and in effect as to each party as of the date written below.

ST. LOUIS COUNTY, MISSOURI

CITY OF CHESTERFIELD

By: _____
County Executive

By: _____
Mayor

Attest: _____
Administrative Director

Attest: _____

Approved:

Approved as to Legal Form:

Director, Department of
Transportation and Public Works

City Attorney

Approved as to Legal Form:

County Counselor

LEGISLATION – PLANNING COMMISSION

- A. BILL NO. 3099- AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 2.65 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF INTERSTATE 64 EAST OF CHESTERFIELD COMMONS DRIVE (P.Z. 11-2015 KEMP AUTO MUSEUM [16861 CHESTERFIELD AIRPORT RD] – 17T230190) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

BILL NO. 3099

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING "PC" PLANNED COMMERCIAL DISTRICT TO A NEW "PC" PLANNED COMMERCIAL DISTRICT FOR A 2.65 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF INTERSTATE 64 EAST OF CHESTERFIELD COMMONS DRIVE (P.Z. 11-2015 KEMP AUTO MUSEUM [16861 CHESTERFIELD AIRPORT RD] - 17T230190).

WHEREAS, the petitioner, Johnny Y Properties LLC, Inc., has requested a change in zoning from an existing "PC" Planned Commercial District to a new "PC" Planned Commercial District for 2.65 acres located south of Interstate 64 and east of Chesterfield Commons Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 23, 2015; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC" Planned Commercial District designation for 2.65 acres located south of Interstate 64 and east of Chesterfield Commons Drive and as described as follows:

A tract of land being Adjusted Lot C803 of Boundary Adjustment Plat as recorded in Plat Book 355 Page 647, in U.S. Survey 2031, Township 45 North, Range 4 East of the 5th P.M., City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a found iron pipe at the northwest corner of said Adjusted Lot C803; thence along the north line of said lot, S84°06'54"E 766.34 feet to the northeast corner of said Adjusted Lot C803; thence along the east line of said lot S00°24'54"E 109.36 feet to the southeast corner of said Adjusted Lot C803; thence along the south line of said lot S89°35'06"W 761.68 feet to the southwest corner of said Adjusted Lot C803; thence along the west line of said lot N00°25'29"W 193.45 feet to the point of beginning, containing 2.65 acres. Subject to any and all easements, restrictions, conditions, etc. of record.

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 Johnny Y Properties, LLC in P.Z. 11-2015, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 23rd day of November 2015, 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

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: July 18, 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. Coffee Shop
 - b. Commercial Service Facility
 - c. Office, General
 - d. Professional and Technical Service Facility
 - e. Restaurant, Sit Down
 - f. Restaurant, Take Out
 - g. Restaurant, Fast Food
 - h. Retail Sales Establishment, Neighborhood
2. The above use “Restaurant, Fast Food” shall be restricted as follows:
 - a. No drive-thru component is permitted.
 - b. Must be an establishment more narrowly defined as a Fast-Casual type of Fast Food restaurant which:
 - a) Utilizes non-disposable dishware and flatware for all dine-in orders; and
 - b) The majority of the menu items are custom prepared to order versus pre-prepared and “racked”.
3. Hours of Operation.
 - a. Use “h” listed above shall be restricted to hours of operation open to the public from 6:00 AM to 11:00 PM. Hours of operation for said use 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.
 - b. All deliveries and trash pick-ups shall be limited to the hours from 7:00 AM to 11:00 PM.

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

1. Height

- a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty-five (35) feet.

2. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.

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. Forty-five (45) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the "PC" District.
- b. Twenty-five (25) feet from the eastern boundary of the "PC" District.
- c. Thirty-five (35) feet from the western boundary of the "PC" District.
- d. Twenty (20) feet from the northern 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 (30) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the "PC" District.
- b. Twenty-five (25) feet from the eastern boundary of the "PC" District.
- c. Eighteen (18) feet from the western boundary of the "PC" District.
- d. Twenty (20) feet from the northern boundary of the "PC" District.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.

2. No construction related parking shall be permitted within right of way, on any existing roadways, or adjacent properties. All construction related parking shall be confined to the development.
3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
4. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. Landscape buffers shall be as shown on the Preliminary Plan.
3. Additional planting will be required on Interstate 64 right of way as directed by the Department of Public Services and subject to the approval of the Missouri Department of Transportation.

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. Installation of a Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

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.

I. ACCESS/ACCESS MANAGEMENT

1. Access to this development from Chesterfield Airport Road shall be via one (1) shared commercial entrance with the property to the west and widened as directed on this property and shall provide required sight distance and constructed to Saint Louis County standards as directed by the Saint Louis County Department of Transportation.
2. Access to this development from Chesterfield Airport Road shall be via one (1) shared commercial entrance with the property to the east as directed by the Saint Louis County Department of Transportation.
3. The proposed connection to the shared commercial entrance on the west side of the site shall be directly across from the parking lot entrance on the property to the west.
4. Access to the development shall be as shown on the Preliminary Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
5. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the St. Louis County Department of Transportation.
6. Provide cross access easements and temporary slope construction licenses or other appropriate legal instruments or agreements guaranteeing permanent access between this site and adjacent properties as directed by the City of Chesterfield and St. Louis County Department of Transportation.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Provide a five (5) foot wide sidewalk, in compliance with ADA standards, along Chesterfield Airport Road. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects or maintain existing connectivity. The sidewalk shall be privately maintained and may be located within right-of-way controlled by another agency, if permitted by that agency or on private property.
2. Internal sidewalks shall be provided and shall connect to the sidewalk along Chesterfield Airport Road.
3. Improve Chesterfield Airport Road to one half of the ultimate section including all storm drainage facilities as directed by the St. Louis County Department of Transportation.

4. Construct a two-hundred (200) foot right turn deceleration lane with eight (8) foot shoulders on Chesterfield Airport Road as directed by St. Louis County Department of Transportation.
5. Traffic signal modifications shall be as directed by the St. Louis County Department of Transportation.
6. Obtain approvals from the City of Chesterfield and the St. Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, signage, and roadway improvements.
7. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield.
8. Any work within MoDOT right of way will require a MoDOT permit.
9. All proposed work in MoDOT right of way must comply with MoDOT standards, specifications, conform to MoDOT's Access Management Guidelines with detailed construction plans being received and approved by MoDOT.
10. Due to the close proximity to Interstate 64, sound mitigation is the responsibility of the owner/developer. MoDOT will not provide any noise mitigation measures for this development.
11. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
12. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special cash escrow supported by an Irrevocable Letter of Credit, must be established with the St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.
13. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Highways and Traffic. No gate installation will be permitted on public right-of-way.
14. If a gate is installed on a street in this 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 the St. Louis County Department of Highways and Traffic. 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 Chesterfield Airport Road. 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 the Missouri Department of Transportation.

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. Storm water quality management shall be provided as required by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
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. 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).

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
2. Connection to public sanitary sewers is required, which would require that sanitary sewers be extended to the sites to be developed. The developer of this property will be required to provide any off-site easements necessary to connect the properties to be developed to existing public sewers.
3. The receiving sanitary sewer system(s) shall be evaluated to ensure adequate capacity and to ensure the project has no negative impacts to the existing system(s).
4. This project is located within the Caulks Creek Surcharge area. This surcharge will be collected prior to development plan approval by 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.

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. If any development in, or alteration of, the floodplain or supplemental protection area is proposed, the developer may be required to submit a Floodplain Study and/or a Floodplain Development Permit/Application to the City of Chesterfield 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. Consult Article 5 of the Unified Development Code for specific requirements.

3. 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.
4. 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.

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 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.

V. TRUST FUND CONTRIBUTION

Traffic Generation Assessment Rates

The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2016, 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.

A. ROADS

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$1,990.41/parking space
Restaurant, Sit Down	\$1,990.41/parking space

Loading Space

\$3,257.06/parking space

If types of development proposed differ from those listed, rates shall be provided by the St. 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 St. Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

2. As this development is located within a trust fund area established by St. 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.
3. 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.

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 \$800.53 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 \$2,539.89 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 the Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

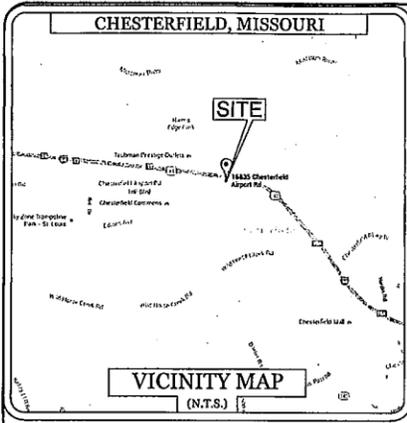
VI. RECORDING

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.



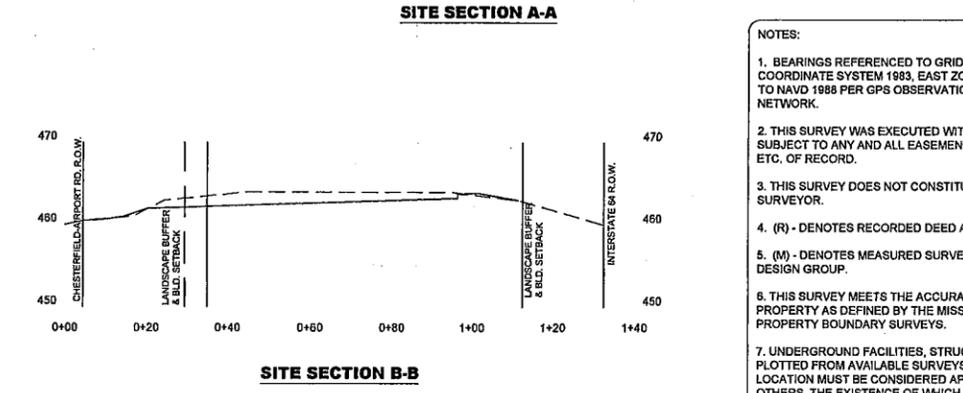
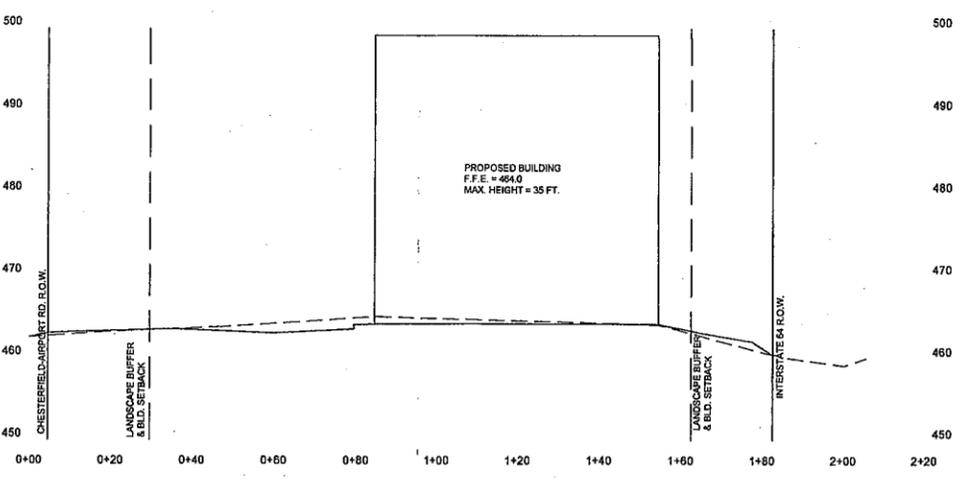
PROPOSED EXHIBIT INFORMATION:
 LOT: +/- 115,316 S.F. / +/- 2.65 ACRES
 PROPOSED BUILDING: +/- 24,400 S.F.
 F.A.R. = 0.21

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING ADJUSTED LOT C308 OF BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 355 PAGE 647, IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID ADJUSTED LOT C803; THENCE ALONG THE NORTH LINE OF SAID LOT, S84°06'54"E, 766.34 FEET TO THE NORTHEAST CORNER OF SAID ADJUSTED LOT C803; THENCE ALONG THE EAST LINE OF SAID LOT, S00°24'54"E, 109.36 FEET TO THE SOUTHWEST CORNER OF SAID ADJUSTED LOT C803; THENCE ALONG THE SOUTH LINE OF SAID LOT, S89°35'08"W, 761.68 FEET TO THE SOUTHWEST CORNER OF SAID ADJUSTED LOT C803; THENCE ALONG THE WEST LINE OF SAID LOT, N00°25'29"W, 193.45 FEET TO THE POINT OF BEGINNING, CONTAINING 2.65 ACRES. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, CONDITIONS, ETC. OF RECORD.

GENERAL NOTES

- TOTAL SITE ACREAGE: +/- 2.65 ACRES
- EXISTING ZONING: PC
PROPOSED ZONING: PC
- SETBACKS:
BUILDING: FRONT: 45' BUILDING SETBACK
REAR: 20' BUILDING SETBACK
SIDE (EAST): 25' BUILDING SETBACK
SIDE (WEST): 35' BUILDING SETBACK
- THE SITE LAND USE SHALL BE COMMERCIAL.
- THE SITE IS SERVICED BY:
WATER: MISSOURI AMERICAN WATER
SEWER: METROPOLITAN ST. LOUIS SEWER DISTRICT
TELEPHONE: AT&T DISTRIBUTION/CHARTER COMMUNICATIONS/MCI
ELECTRIC: AMEREN MISSOURI ELECTRIC
GAS: LACEDU GAS COMPANY
- THIS SITE FALLS WITHIN THE "UNSHADED ZONE X" AREAS OF 500 YEAR FLOOD AREAS PER 100 YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN 1' OR WITH DRAINAGE AREAS LESS THAN 1 SQ. MILE; AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD, PER FIRM FOR ST. LOUIS MISSOURI, MAP NUMBER 29189C0165K. EFFECTIVE DATE OF FEBRUARY 4, 2015.
- EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
- ALL UTILITIES ARE TO LOCATED UNDERGROUND.
- THE PROPOSED BUILDING HEIGHT SHALL NOT EXCEED 35'.
- THE SITE SHALL CONFORM TO THE CITY OF CHESTERFIELD STANDARDS.
- UNDERGROUND STRUCTURES, FACILITIES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, DEEDS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT KNOWN.
- ALL ROADWAY DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- NO INVESTIGATION HAS BEEN PERFORMED BY ARNOLD CONSULTING ENGINEERING SERVICES REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
- THE DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.
- ALL PAVEMENT STRIPPING SHALL BE 4" WIDE, PAINTED YELLOW.
- LOCATION, REPLACEMENT AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
- TRASH ENCLOSURE IS TO BE MASONRY TO MATCH THE BUILDING AND SCREENED ACCORDING TO CITY REQUIREMENTS.
- ALL MECHANICAL, HVAC AND UTILITY EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ACCORDING TO CITY ORDINANCE.
- ALL LANDSCAPING MATERIAL AND DESIGN WILL FOLLOW CHESTERFIELD CITY CODES, INCLUDING TYPES OF PLANTS AND SPACING.
- ALL DISTRIBUTED AREAS INTENDED FOR GRASS SHALL BE SODDED.
- OPEN SPACE SHALL BE A MINIMUM OF 35% OF EACH LOT FOR THE DEVELOPMENT.
- FLOOR AREA RATIO SHALL NOT EXCEED 0.55.
- SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL (3:1).



- NOTES:
- BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM 1983, EAST ZONE AND ELEVATIONS REFERENCED TO NAVD 1988 PER GPS OBSERVATIONS UTILIZING THE MODOT VRS RTK NETWORK.
 - THIS SURVEY WAS EXECUTED WITHOUT A TITLE COMMITMENT AND IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, CONDITIONS, ETC. OF RECORD.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND SURVEYOR.
 - (R) - DENOTES RECORDED DEED AND PLAT INFORMATION.
 - (M) - DENOTES MEASURED SURVEY INFORMATION GATHERED BY 21 DESIGN GROUP.
 - THIS SURVEY MEETS THE ACCURACY STANDARDS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
 - UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATION MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

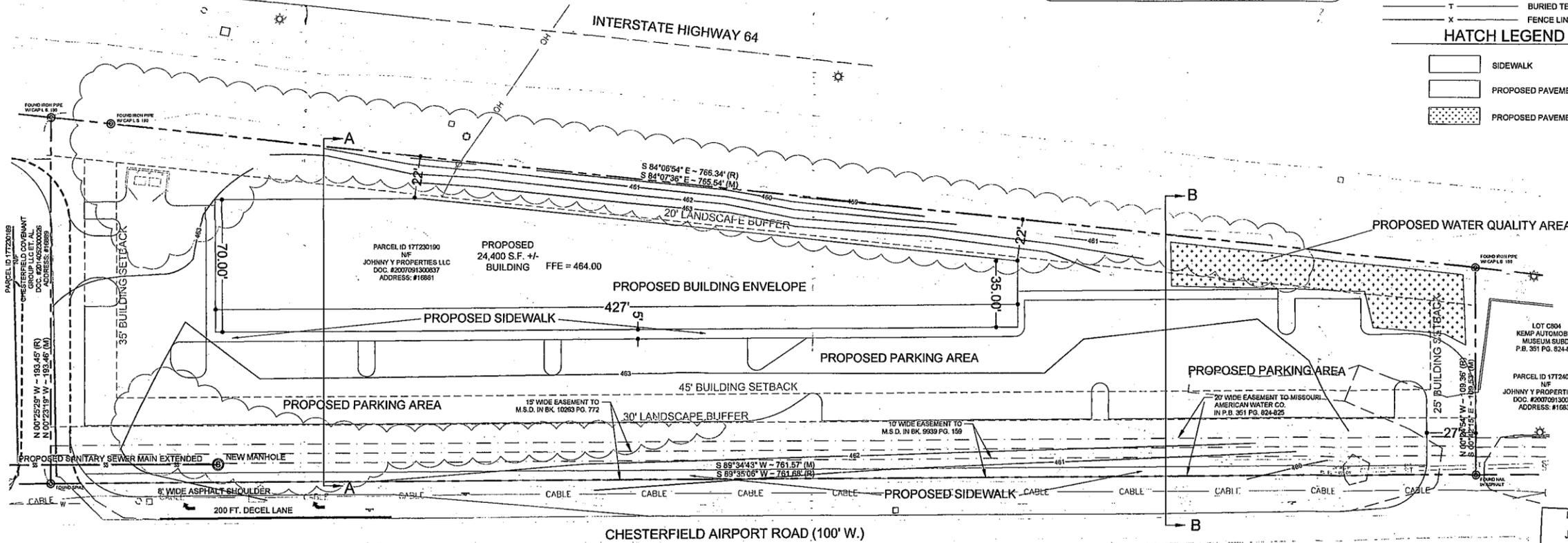
CITY OF CHESTERFIELD
 PLANNED DISTRICT ORDINANCE
 ATTACHMENT B

LEGEND

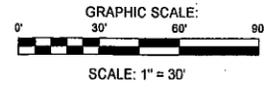
- BENCHMARK
- 1/2" IRON PIN W/ 1" PLASTIC CAP STAMPED "WHEELER KY 2508" FOUND UNLESS NOTED
- IRON PIN SET
- CONCRETE R/W MONUMENT
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN OUT
- ANCHOR
- UTILITY POLE
- SIGNAL POLE
- ELECTRIC BOX
- ELECTRIC METER
- GAS VALVE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- GAS METER
- TELEPHONE PEDESTAL
- STORM SEWER MANHOLE
- DROP BOX INLET
- CURB BOX INLET
- PIPE BOLLARD
- GUTTER OUTLET
- ROAD SIGN
- TREE
- MAILBOX
- LAMP POLE
- FFE FINISHED FLOOR ELEVATION
- PROPERTY LINE
- SETBACK LINE
- EASEMENTS
- LOT LINE TO BE ABANDONED
- CENTERLINE
- UNDERGROUND ELECTRIC
- GAS LINE
- OVERHEAD UTILITIES
- BURIED TELEPHONE
- FENCE LINE

HATCH LEGEND

- SIDEWALK
- PROPOSED PAVEMENT
- PROPOSED PAVEMENT



RECEIVED
 JUN - 3 2016
 City of Chesterfield
 Department of Public Services



REVISIONS

16861 CHESTERFIELD AIRPORT ROAD
 CHESTERFIELD, MO

ACES
 ARNOLD CONSULTING ENGINEERING SERVICES, INC.
 P.O. BOX 1338
 BOWLING GREEN, KY 42101
 PHONE (770) 780-9445

JOB NUMBER:
 DATE: 4/25/2016
 SCALE: 1" = 30'
 DRAWN: B. ZACKERY
 CHECKED: J. ARNOLD
 FILE PATH:



PP
 PRELIMINARY PLAN