



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, January 03, 2022
6:15 PM**

I. Appointments – President Pro-Tem Mary Ann Mastorakos

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Mary Monachella, Ward I

- 1. Bill No. 3376 - P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “NU” Non-Urban District to a new “PC” Planned Commercial District for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

2. Next Meeting – Thursday, January 06, 2022 (5:30pm)

B. Finance and Administration Committee – Chairperson Michael Moore, Ward III

- 1. Next Meeting – Not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Mary Ann Mastorakos, Ward II

- 1. Chesterfield Mall Senior Space** – Recommendation to approve the Murphy Company maintenance agreement and the two-year lease agreement to be signed by the City Administrator. **(Roll Call Vote Required)**
- 2. Pickleball Court Recommendation** – Recommendation to approve the pickleball courts budgeted in 2022 to be constructed on the undeveloped 32-acre site at the east end of the CVAC. **(Roll Call Vote Required)**

3. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

1. Next Meeting – Not yet scheduled

III. Report from the City Administrator & Other Items Requiring Action by City Council – Mike Geisel

A. Liquor License Request – Ace Beverage, LLC DBA Barrel Blends (17541 Chesterfield Airport Road) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premises, and Sunday sales. (Voice Vote Required)

IV. Other Legislation

V. Unfinished Business

VI. New Business

VII. Adjournment

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

Notice *is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3) 1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.*

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, January 03, 2022
7:00 PM

- I. CALL TO ORDER** – President Pro-Tem Mary Ann Mastorakos
- II. PLEDGE OF ALLEGIANCE** – President Pro-Tem Mary Ann Mastorakos
- III. MOMENT OF SILENT PRAYER** – President Prop-Tem Mary Ann Mastorakos
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – President Pro-Tem Mary Ann Mastorakos
 - A. City Council Meeting Minutes** – December 06, 2021
 - B. Public Hearing Minutes** – December 06, 2021
- VI. INTRODUCTORY REMARKS** – President Pro-Tem Mary Ann Mastorakos
 - A. Thursday, January 06, 2022 – Planning & Public Works (5:30pm)**
 - B. Monday, January 10, 2022 – Planning Commission (7:00pm)**
 - C. Monday, January 17, 2022 – City Hall Closed for Martin Luther King Day**
 - D. Tuesday, January 18, 2022 – City Council Meeting (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS** – President Pro-Tem Mary Ann Mastorakos
- VIII. APPOINTMENTS** – President Pro-Tem Mary Ann Mastorakos
- IX. COUNCIL COMMITTEE REPORTS**

A. Planning and Public Works Committee – Chairperson Mary Monachella, Ward I

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Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

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- 1. Next Meeting – Not yet scheduled**

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- 1. Chesterfield Mall Senior Space** – Recommendation to approve the Murphy Company maintenance agreement and the two-year lease agreement to be signed by the City Administrator. **(Roll Call Vote Required)**
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- 3. Next Meeting – Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

- 1. Next Meeting – Not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Liquor License Request – Ace Beverage, LLC DBA Barrel Blends (17541 Chesterfield Airport Road)** – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premises, and Sunday sales. **(Voice Vote Required)**

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636)537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.

AGENDA REVIEW – MONDAY 01/03/2022 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, January 03, 2022.**

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

DECEMBER 6, 2021

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Gary Budoor

APPROVAL OF MINUTES

The minutes of the November 16, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the November 16, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that Candidate Filing opens December 7, at 8 a.m.

Mayor Nation announced that City Hall will close at noon on December 23 and remain closed on December 24, in observance of Christmas.

Mayor Nation announced that Candidate Filing closes December 28, at 5 p.m.

Mayor Nation announced that City Hall will be closed on Friday, December 31, in observance of New Year's Day.

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, January 3, at 7 p.m.

COMMUNICATIONS AND PETITIONS

There were no public comments.

APPOINTMENTS

There were no appointments scheduled for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3374 Amends City of Chesterfield Ordinance 3015 to authorize replacement construction and maintenance deposit agreements and sureties for the Alexander Woods subdivision **(First & Second Readings) Planning & Public Works Committee recommends approval**

Bill No. 3375 Amends City of Chesterfield Ordinance 2844 to authorize replacement construction and maintenance deposit agreements and sureties for the Schoettler Grove subdivision **(First & Second Readings) Planning & Public Works Committee recommends approval**

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember McGuinness, for the first and second readings of Bill No. 3374 and Bill No. 3375. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3374 and Bill No. 3375 were read for the first and second time.

A roll call vote was taken for the passage and approval of Bill No. 3374 with the following results: Ayes – Wahl, Monachella, Mastorakos, McGuinness, DeCampi, Moore, Budoor and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3374 approved, passed it and it became **ORDINANCE NO. 3176**.

A roll call vote was taken for the passage and approval of Bill No. 3375 with the following results: Ayes – McGuinness, Wahl, Hurt, Budoor, DeCampi, Mastorakos, Monachella and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3375 approved, passed it and it became **ORDINANCE NO. 3177**.

Councilmember Monachella announced that the next meeting of this Committee is scheduled for Thursday, December 9, at 5:30 p.m.

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember McGuinness, to approve the proposed resolution to adopt the FY2022 Budget.

Councilmember Wahl made a motion, seconded by Councilmember DeCampi, to amend the proposed budget by increasing the merit pool to 5.1%. A roll call vote was taken with the following results: Ayes – Wahl, Budoor and DeCampi. Nays – Mastorakos, McGuinness, Monachella, Hurt and Moore. The motion to amend was declared failed.

A roll call vote was taken on the original motion with the following results: Ayes – Monachella, DeCampi, McGuinness, Wahl, Moore, Hurt, Budoor and Mastorakos. Nays – None. The motion was declared passed, and the successful resolution became Chesterfield Resolution No. 473.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is scheduled for Wednesday, December 8, at 5:30 p.m.

Public Health & Safety Committee

Councilmember Tom DeCampi, Chairperson of the Public Health & Safety Committee, indicated that he had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a professional services contract to Shockey Consulting for Strategic Planning Services. Councilmember Moore made a motion, seconded by Councilmember Monachella, to authorize the City Administrator to execute a professional services contract with Shockey

Consulting, for Strategic Planning Services, in an amount not to exceed \$38,500, funded by a transfer from General Fund – Fund Reserves. A roll call vote was taken with the following results: Ayes – McGuinness, Moore, Budoor, Mastorakos, Monachella and Hurt. Nays – DeCampi and Wahl. Whereupon Mayor Nation declared the motion passed.

City Administrator Geisel reported that Mayor Nation, President Pro-Tem Mastorakos and Finance and Administration Committee Chair Moore are recommending award of a professional services contract to PGAV Planners, LLC for Planning Services. Councilmember Moore made a motion, seconded by Councilmember Monachella, to authorize the City Administrator to execute a professional services contract with PGAV Planners, LLC for Planning Services in an amount not to exceed \$100,000, funded by amounts currently escrowed. A roll call vote was taken with the following results: Ayes – Budoor, Moore, Monachella, Mastorakos, McGuinness and Hurt. Nays – DeCampi and Wahl. Whereupon Mayor Nation declared the motion passed.

City Administrator Geisel reported that Staff is recommending award of a contract for Public Works Facility Fuel Island Replacement. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval of the low bid, as submitted by Mid-States Petroleum Equipment Incorporated in an amount not to exceed \$46,000, for the Public Works Facility Fuel Island Replacement. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Monachella, Hurt, Moore, Mastorakos, Wahl, DeCampi, McGuinness and Budoor. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve a proposed resolution to “opt in” to the nationwide Opioid Class Action Settlement. A roll call vote was taken with the following results: Ayes – Mastorakos, Wahl, Budoor, Monachella, DeCampi, Hurt, Moore and McGuinness. Nays – None. The motion was declared passed, and the successful resolution became Chesterfield Resolution No. 474.

Mr. Geisel reported that Alta Convenience (formerly Petro Mart), located at 14201 Olive, 14024 Olive and 14898 Clayton Road have requested new liquor licenses for retail sale of intoxicating liquor in original package, not to be consumed on premise, and Sunday sales. Firefly Grill (formerly Scarecrow), located at 101 Chesterfield Towne Center, has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, these applications have been reviewed and are now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Budoor made a motion, seconded by Councilmember Moore, to approve issuance of new liquor licenses to Alta Convenience (14201 Olive, 14024 Olive, and 14898 Clayton Road) and Firefly Grill. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

There was no “Other Legislation” scheduled for this meeting.

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:39 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD 690 CHESTERFIELD PARKWAY WEST

DECEMBER 6, 2021

Mayor Nation called the Public Hearing to order at 6:45 p.m. Councilmembers McGuinness, Monachella, Wahl, Mastorakos, Hurt, Moore, DeCampi and Budoor were in attendance, along with approximately 8 attendees/members of the Press.

Chesterfield City Code requires the City Administrator to prepare and submit a budget for City Council to consider/adopt, prior to January 1 of each year. It also requires that a Public Hearing be held prior to the adoption of the budget. This budget presentation satisfies the Code requirements pertaining to budget procedures.

Mayor Nation recognized Finance Director Jeannette Kelly who noted that the budget has been created around the City's Mission Statement. The initial budget was submitted to Council and two budget workshops followed on October 11 and November 8, 2021.

Ms. Kelly stated that staff prepared a conservative FY2022 budget with revenues estimated at \$38.5 million in the four major funds. This is \$0.9 million above the FY2021 adopted budget. Budgeted expenditures for FY2022 are estimated at \$37 million which is approximately \$1 million above the FY2021 adopted budget expenditures; however, it is below the FY2020 budget expenditures by approximately \$0.9 million. The proposed FY2022 budget provides for \$1.5 million net revenues over expenditures for the four major funds.

Ms. Kelly noted that the FY2022 budget includes compensation for step increases for the Fraternal Order of Police (FOP), per contract, as well as a 4.6% merit pool increase for non-FOP employees effective January 2, 2022.

Parks Sales Tax Fund

Ms. Kelly stated that the passage of Proposition “P”, in November 2004, resulted in the creation of a Parks Sales Tax Fund, which funds all parks and recreation activities. The Parks Fund is supported by a ½ cent sales tax, and the City receives 100% of the revenues from this tax.

City Council has previously earmarked \$6.7 million to pre-pay Parks debt service. A portion of these funds is used to provide uniform debt service payments of approximately \$1.98 million annually in the years 2022 through 2025.

Ms. Kelly reported that revenues in the Parks Sales Tax Fund are budgeted at \$6.5 million in FY2022 compared to \$6.4 million in the FY2021 adopted budget. Proposed expenditures for FY2022 are \$300,935 less than the FY2021 adopted budget, resulting in an increase to the fund balance of \$753,279.

The Parks Sales Tax Fund Reserve balance is estimated to be \$1.8 million as of December 31, 2022. As a reminder, the 40% reserve policy does not apply to this fund.

Capital Improvement Sales Tax Fund

The Capital Improvement Sales Tax Fund is self-sufficient since it is funded from the ½ cent sales tax, approved in 1996, as Propositions “R” and “S.” Ms. Kelly stated that the City only receives 85% of the total money it gets from the ½ cent sales tax, due to a statutory requirement that the City share 15% of the total with the St. Louis County sales tax pool.

Ms. Kelly reported that revenues in the Capital Improvement Sales Tax Fund are budgeted at \$5.6 million in FY2022 compared to \$5.4 million in the FY2021 adopted budget. Proposed expenditures for FY2022 are budgeted at \$5.4 million for capital projects and improvements, resulting in an increase of approximately \$132,000 to the fund balance.

The Capital Improvement Sales Tax Fund Reserve balance is estimated to be negative (\$76,573) as of December 31, 2021. Based on the proposed FY2022 budget, the Capital Improvement Sales Tax Fund Reserve is estimated to have an ending balance of \$55,156 as of December 31, 2022. The City does not generally intend to carry a fund balance in this fund; however, the balance is affected by timing of projects.

Public Safety Fund

Ms. Kelly explained that the Public Safety Fund was created in FY2018 and acts as a net zero fund balance budget. Budgeted sales tax revenues for FY2022 are 5% higher than the FY2021 adopted budget. By fund definition, revenues equal expenditures; therefore, any shortfall of revenues is funded by a transfer from the General Fund. This transfer amount is estimated to be \$8.5 million in FY2022 (\$228,000 higher than FY2021 adopted budget).

General Fund

Ms. Kelly explained that the General Fund is funded by a pooled sales tax, utility taxes and other revenues.

City Council previously earmarked funds to pre-pay City Hall debt service. This fully funds the last year of debt service. As of February, 2022 City Hall debt will be paid in full.

Ms. Kelly reported that total revenues in the General Fund are projected to be \$20.2 million in FY2022 (an increase of \$147,000 from the FY2021 adopted budget). Total expenditures for FY2022 are projected to be \$19.6 million (an increase of \$759,000 from the FY2021 adopted budget); however, this budget includes a \$1 million transfer to prepaid debt reserves for the Central Park land acquisition.

The ending fund balance for FY2022 is estimated to be \$10 million. The unreserved General Fund reserve balance as of December 31, 2022 is projected to be \$2.2 million above the 40% policy threshold.

ADJOURNMENT

There being no public discussion or comment, Mayor Nation adjourned the meeting at 6:57 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

2022 PROPOSED BUDGET PUBLIC HEARING





PUBLIC HEARING 2022 Budget

- Mission Statement
- Budget Notes
- Parks Sales Tax Fund
- Capital Improvement Sales Tax Fund
- Public Safety
- General Fund & Fund Reserves



City of Chesterfield Mission Statement

The City of Chesterfield is dedicated to maintaining a strong, vibrant community that encourages interaction among residents, businesses and civic organizations which is accomplished through on-going innovative approaches to community and neighborhood planning.

The City of Chesterfield is committed to excellence in service and overall quality of life:

- **By being the city of choice in the St. Louis Region within which to live, work, play, and visit;**
- **By partnering with residents, businesses, civic organizations and governments to forge a sense of community;**
- **By providing and seeking quality in each area of service;**
- **By providing and encouraging cultural and recreational facilities and activities;**
- **By protecting, maintaining and enhancing property values;**
- **By ensuring a secure and responsible environment.**



2022 Budget Summary

- Two Public budget workshops were held: 10/11 and 11/8
- Revenue totals (not including transfers) \$38,488,621
- Expense totals (not including transfers) \$36,983,482
- The proposed 2021 budget provides for \$1,505,139 net revenues over expenditures.
 - Parks Fund \$753,279 R>E
 - Capital Fund \$131,729 R>E
 - General Fund \$620,131 R>E
- Includes compensation increases for step increases for FOP Officers & Sergeants
- Provides 4.6% of existing actual compensation for non-FOP merit increase pool



Proposed 2022 Parks Sales Tax Fund

- Funded by ½ cent sales tax. No sharing with other jurisdictions
- Normal Debt Schedule - \$3,296,378
- Adjusted Debt Service - \$1,980,694
- Uniform Debt Service through 2025
- Sales Tax revenues are budgeted at \$6,474,100 in 2022 vs. \$6,379,520 in 2021
 - Increased \$94,580
- Proposed 2022 budgeted revenues are \$527,349 greater than 2021 adopted budget
- Proposed 2022 budgeted expenditures are \$300,935 less than 2021 adopted budget
- Fund Balance is expected to increase \$753,279



PARKS FUND
STATEMENT OF REVENUES AND EXPENDITURES

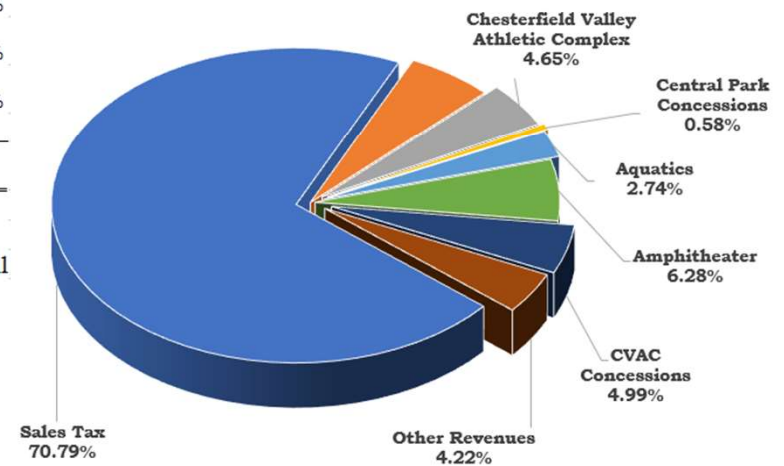
	2019 ACTUAL (AUDITED)	2020 ACTUAL (AUDITED)	2021 PROJECTED	2022 BUDGET (PROPOSED)
FUND BALANCE, JANUARY 1	\$ 931,748	\$ 2,325,576	\$ 1,695,482	\$ 1,051,361
<u>REVENUES:</u>				
Sales Tax	\$6,716,871	\$5,843,589	\$6,410,000	\$6,474,100
Intergovernmental	24,800	201,963	-	525,000
Charges for Services	2,093,035	255,067	2,104,563	2,125,600
Other Revenues	91,941	27,616	26,859	20,460
TOTAL REVENUE	\$ 8,926,647	\$ 6,328,235	\$ 8,541,422	\$ 9,145,160
<u>EXPENDITURES:</u>				
Parks Department				
Parks and Recreation	\$4,103,472	\$2,955,875	\$4,561,349	\$4,187,332
Arts and Entertainment	473,196	196,025	528,575	631,099
Aquatics	310,985	70,424	432,484	417,745
CVAC Concession	516,680	85,423	401,966	380,617
Central Park Concession	24,844	-	74,079	81,326
Sports and Wellness	-	-	367,808	401,418
Capital Items for All Departments	325,037	972,490	111,186	307,800
TOTAL EXPENDITURES	\$ 5,754,215	\$ 4,280,237	\$ 6,477,447	\$ 6,407,337
TRANSFERS TO / (FROM) OTHER FUNDS	1,778,604	2,678,092	\$2,708,096	1,984,544
TOTAL EXPENDITURES AND TRANSFERS	\$ 7,532,819	\$ 6,958,329	\$ 9,185,543	\$ 8,391,881
Net Change in Fund Balance	1,393,828	(630,094)	(644,121)	753,279
FUND BALANCE, DECEMBER 31	<u>\$ 2,325,576</u>	<u>\$ 1,695,482</u>	<u>\$ 1,051,361</u>	<u>\$ 1,804,640</u>



PARKS SALES TAX FUND REVENUES BY SOURCE

	Actual 2019	Actual 2020	Projected 2021	PROPOSED 2022	% Change 2021 to 2022	% of Total
Sales Tax	\$ 6,716,871	\$ 5,843,589	\$ 6,410,000	\$ 6,474,100	1.00%	70.79%
Intergovernmental (Grants)	24,800	201,963	-	525,000	#DIV/0!	5.74%
Chesterfield Valley Athletic Complex	391,358	23,013	413,855	425,000	2.69%	4.65%
Central Park Concessions	60,905	98	46,500	53,000	13.98%	0.58%
Aquatics	239,262	(18)	230,763	250,800	8.68%	2.74%
Amphitheater	503,730	1,832	530,088	574,500	8.38%	6.28%
CVAC Concessions	684,662	30,402	412,013	456,500	10.80%	4.99%
Other Revenues	305,059	227,357	498,203	386,260	-22.47%	4.22%
TOTAL	\$ 8,926,647	\$ 6,328,235	\$ 8,541,422	\$ 9,145,160	7.07%	

Due to the Pandemic in 2020, the Parks facilities were closed per St. Louis County mandates. The Chesterfield Valley Athletic Complex (CVAC) was briefly opened (within County restrictions) in the fall





PARKS SALES TAX FUND

DETAIL OF CAPITAL EXPENDITURES

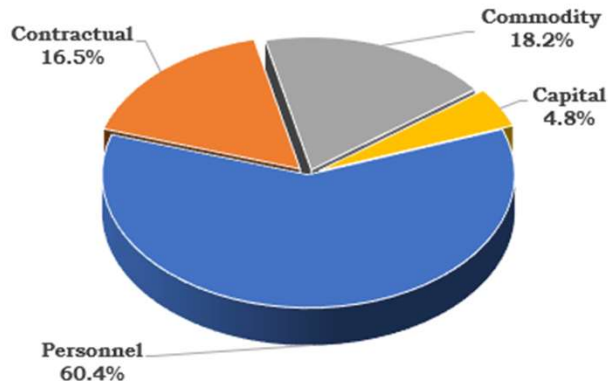
DEPARTMENT/ACTIVITY	DESCRIPTION	AMOUNT	ACTIVITY TOTAL
<u>PARKS AND RECREATION</u>			
Parks Maintenance	Compact Loader	\$ 29,000	
	Ford Fusion replacement (CA2)	28,000	
	Heavy Duty Utility Cart replacement (PK294)	24,000	
	Walk Behind Mower (PK218, PK244, PK292)	22,500	
	Brush Hog replacement (PK250)	20,000	
	Zero Turn Mower with bag collection	17,000	
	Field Groomer replacement (PK201)	17,000	
	Zero Turn Mower replacement (PK220)	15,000	
	Walk Behind Sprayer/Spreader (PK200)	11,500	
	Pull Behind Debris Blower (PK212)	7,800	
	Walk Behind Mower	7,500	
	Utility Cart replacement (PK257)	7,500	\$ 206,800
Arts and Entertainment	PA Sound System	\$ 75,000	
			\$ 75,000
Sports and Wellness	CVAC Adult Mound	\$ 15,000	
	Fencing	11,000	\$ 26,000
TOTAL CAPITAL EXPENDITURES			\$ 307,800



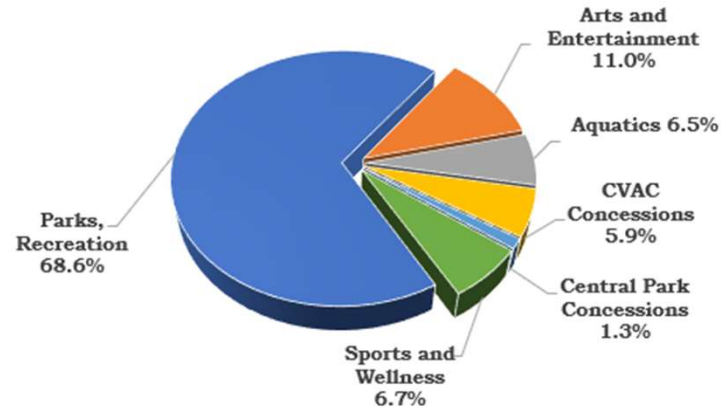
PARKS, RECREATION AND ARTS APPROPRIATIONS

Division	Personnel	Contractual	Commodity	Capital	Division Total
Parks, Recreation	\$2,870,336	\$813,596	\$503,400	\$206,800	\$4,394,132
Arts and Entertainment	\$252,801	\$122,698	\$255,600	\$75,000	\$706,099
Aquatics	\$289,910	\$51,435	\$76,400	\$0	\$417,745
CVAC Concessions	\$134,117	\$30,750	\$215,750	\$0	\$380,617
Central Park Concessions	\$57,176	\$6,150	\$18,000	\$0	\$81,326
Sports and Wellness	\$268,590	\$34,278	\$98,550	\$26,000	\$427,418
TOTAL	\$3,872,930	\$1,058,907	\$1,167,700	\$307,800	\$6,407,337
	60.4%	16.5%	18.2%	4.8%	

By Element:



By Division:





2022 Parks Sales Tax Fund Projected Fund Activity

12/31/20 Parks Sales Tax Fund Reserves	\$1,695,482
FY2021 Estimated Parks Fund Activity	<u>\$ (644,121)</u>
Projected 12/31/21 Parks Sales Tax Fund Reserves	\$1,051,361
FY2022 Estimated Budgeted Activity	<u>\$ 753,279</u>
Projected 12/31/22 Parks Sales Tax Fund Reserves	\$1,804,640

Note: 40% reserve policy does not apply to this fund



Proposed 2022 Capital Improvement Sales Tax Fund

- Funded by $\frac{1}{2}$ cent sales tax – 15% is shared with the County Pool.
 - Parallel Parks revenues, but 15% less
- Sales Tax revenues are budgeted at \$5,557,900 in 2022 vs \$5,422,596 in 2021.
 - Increased \$135,304
- Proposed 2022 budgeted expenditures are \$5,426,171
- Fund Balance is expected to increase by \$131,729 in 2022
- City does not generally intend to carry a fund balance in the Capital Projects Fund



CAPITAL IMPROVEMENTS FUND

STATEMENT OF REVENUES AND EXPENDITURES

	2019 ACTUAL (AUDITED)	2020 ACTUAL (AUDITED)	2021 PROJECTED	2022 BUDGET (PROPOSED)
FUND BALANCE, JANUARY 1	\$ 1,861,728	\$ 680,939	\$ 247,996	\$ (76,573)
<u>REVENUES:</u>				
Sales Tax	\$5,709,344	\$4,966,930	\$5,448,500	\$5,502,900
Other Revenues	(188,423)	63,599	-	55,000
TOTAL REVENUE	\$ 5,520,922	\$ 5,030,529	\$ 5,448,500	\$ 5,557,900
<u>EXPENDITURES:</u>				
Public Services				
Public Works	830,045	851,683	1,078,003	523,171
Capital Items	3,927,416	5,507,675	5,231,000	4,903,000
TOTAL EXPENDITURES	\$ 4,757,461	\$ 6,359,359	\$ 6,309,003	\$ 5,426,171
TRANSFERS TO / (FROM) OTHER FUNDS	1,944,250	(895,885)	(535,934)	-
TOTAL EXPENDITURES AND TRANSFERS	\$ 6,701,711	\$ 5,463,473	\$ 5,773,069	\$ 5,426,171
Net Change in Fund Balance	(1,180,789)	(432,944)	(324,569)	131,729
FUND BALANCE, DECEMBER 31	<u>\$ 680,939</u>	<u>\$ 247,996</u>	<u>\$ (76,573)</u>	<u>\$ 55,156</u>



CAPITAL IMPROVEMENT SALES TAX FUND

DETAIL OF CAPITAL EXPENDITURES

DEPARTMENT/ACTIVITY	DESCRIPTION	AMOUNT	ACTIVITY TOTAL
<u>PUBLIC WORKS</u>			
Capital Expenditures	Street Reconstruction	\$ 2,400,000	
	Schoettler Road Asphalt Overlay	1,200,000	
	Annual Sidewalk Replacement Program	300,000	
	City Hall, Aq. Center, Parks Admin Asphalt Overlay	280,000	
	Parking Lot and Trail Sealing	197,000	
	Tandem Dump Truck replacement S-142	186,000	
	2.5 Ton Dump Truck replacement S-105	160,000	
	1.5 Ton Flatbed Truck replacement S-75	85,000	
	Storm Sewer Improvements	40,000	
	CDBG Sidewalk project	55,000	\$ 4,903,000
Personnel	Salaries / Benefits		\$ 273,171
Contractual	Inspection / Testing (Slab, Sidewalk, Asphalt)	\$ 110,000	
	Semi-Annual Crack Sealing	100,000	
	TIP Grant Application	20,000	
	Capital Contracts	10,000	
	Capital Project Design	10,000	\$ 250,000
TOTAL EXPENDITURES			\$ 5,426,171



2022 Capital Improvement Sales Tax Fund – Fund Reserves

12/31/20 Capital Improvements Sales Tax Fund Reserves	\$ 247,996
FY2021 Estimated Capital Improvements Sales Tax Fund Activity	\$(324,569)
Projected 12/31/21 Capital Sales Tax Fund Reserves	(\$ 76,573)
FY2022 Estimated Budgeted Activity	<u>\$ 131,729</u>
Projected 12/31/22 Capital Sales Tax Fund Reserves	\$ 55,156



PUBLIC SAFETY FUND

STATEMENT OF REVENUES AND EXPENDITURES

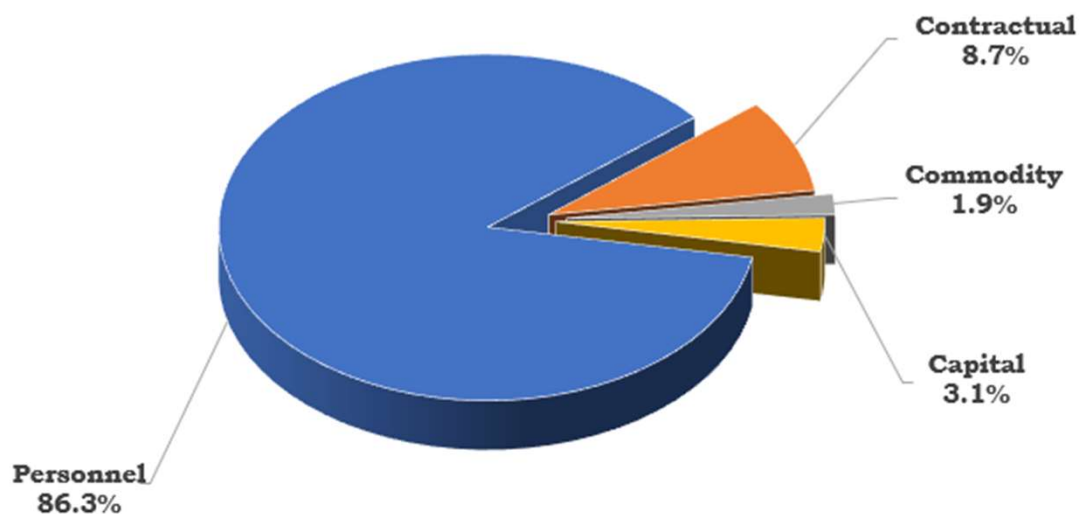
	2019 ACTUAL (AUDITED)	2020 ACTUAL (AUDITED)	2021 PROJECTED	2022 BUDGET (PROPOSED)
FUND BALANCE, JANUARY 1	\$ 64,652	\$ (310,187)	\$ 51,636	\$ 51,636
REVENUES:				
Sales Tax	2,639,884	2,442,115	2,610,000	2,636,000
Intergovernmental	569,579	3,801,549	507,782	500,453
Charges for Services	484,697	447,862	428,674	456,753
Court Receipts	2,808	15,501	18,000	20,000
TOTAL REVENUE	\$ 3,696,968	\$ 6,707,026	\$ 3,564,456	\$ 3,613,206
EXPENDITURES:				
Police Department	10,776,154	10,713,791	11,102,497	11,691,794
Capital Items	308,617	365,711	359,541	374,000
TOTAL EXPENDITURES	\$ 11,084,771	\$ 11,079,502	\$ 11,462,038	\$ 12,065,794
TRANSFERS TO / (FROM) OTHER FUNDS	(7,012,963)	(4,734,299)	(7,897,582)	(8,452,588)
TOTAL EXPENDITURES AND TRANSFERS	\$ 4,071,808	\$ 6,345,203	\$ 3,564,456	\$ 3,613,206
Net Change in Fund Balance	(374,840)	361,824	-	-
FUND BALANCE, DECEMBER 31	<u>\$ (310,187)</u>	<u>\$ 51,636</u>	<u>\$ 51,636</u>	<u>\$ 51,636</u>
Fund Balance includes restricted funds of \$51,636 as of 12/31/2020 for POST Commission and Inmate Security				



POLICE DEPARTMENT APPROPRIATIONS

Division	Personnel	Contractual	Commodity	Capital	Division Total
Police Department	\$10,406,998	\$1,051,940	\$232,856	\$374,000	\$12,065,794
	86.3%	8.7%	1.9%	3.1%	

By Element:





PUBLIC SAFETY FUND
DETAIL OF CAPITAL EXPENDITURES

DEPARTMENT/ACTIVITY	DESCRIPTION	AMOUNT	ACTIVITY TOTAL
<u>POLICE DEPARTMENT</u>			
	Fleet of 11 Police Vehicles	\$ 374,000	\$ 374,000
TOTAL CAPITAL EXPENDITURES			\$ 374,000

Approximately 25% of the fleet



Proposed 2022 General Fund Budget

- Sales Tax revenues are budgeted at \$6,915,000 in 2022 vs. \$ 6,834,150 in 2021
 - Increased \$80,850
- Normal Debt Schedule (City Hall) - \$1,025,000
- 2022 is the final year of City Hall Debt (fully funded).
 - Effective Debt Schedule is \$0
- 2022 Expenditures are \$19,552,224 an increase of \$758,517 above 2021 budgeted expenditures.
 - Includes \$1 million transfer to pre-paid debt reserves



GENERAL FUND **STATEMENT OF REVENUES AND EXPENDITURES**

	2019 ACTUAL (AUDITED)	2020 ACTUAL (AUDITED)	2021 PROJECTED	2022 BUDGET (PROPOSED)
FUND BALANCE, JANUARY 1	\$ 11,829,864	\$ 10,648,380	\$ 10,049,646	\$ 9,365,434
REVENUES:				
Sales Tax	\$7,193,842	\$6,447,574	\$6,834,150	\$6,915,000
Utility Taxes	6,715,585	6,344,049	6,359,000	6,373,000
Intergovernmental	4,047,508	3,994,013	4,141,000	4,285,500
Licenses and Permits	1,490,178	1,426,233	1,417,895	1,392,420
Charges for Services	107,313	85,575	235,905	92,100
Court Receipts	779,665	558,107	793,710	796,152
Other Revenues	666,828	344,085	585,667	318,183
TOTAL REVENUE	\$ 21,000,919	\$ 19,199,636	\$ 20,367,327	\$ 20,172,355
EXPENDITURES:				
Executive & Legislative	\$70,788	\$66,223	\$69,709	\$74,671
Department of Administration				
City Administrator	477,297	448,265	478,534	539,706
Finance	557,667	584,308	599,786	682,068
Information Technology	799,514	836,569	964,658	1,035,474
Courts	254,155	267,425	282,862	290,155
Central Services	1,242,256	1,242,747	1,279,648	1,338,262
Customer Service	70,376	65,546	72,501	84,996
Public Services				
Planning and Development	960,643	714,779	770,752	831,377
Public Works	5,578,580	4,913,907	5,686,786	5,782,001
Capital Items for All Departments	224,790	310,532	380,000	315,200
TOTAL EXPENDITURES	\$ 10,236,066	\$ 9,450,301	\$ 10,585,236	\$ 10,973,910
TRANSFERS TO / (FROM) OTHER FUNDS	11,946,338	10,348,068	10,466,303	8,578,314
TOTAL EXPENDITURES AND TRANSFERS	\$ 22,182,404	\$ 19,798,370	\$ 21,051,539	\$ 19,552,224
Net Change in Fund Balance	(1,181,484)	(598,733)	(684,212)	620,131
FUND BALANCE, DECEMBER 31	\$ 10,648,380	\$ 10,049,646	\$ 9,365,434	\$ 9,985,565



GENERAL FUND

DETAIL OF CAPITAL EXPENDITURES

DEPARTMENT/ACTIVITY	DESCRIPTION	AMOUNT	ACTIVITY TOTAL
<u>INFORMATION TECHNOLOGY</u>			
	Point to Point Link to CVAC/PWF	\$ 15,000	
	Replacement Microfilm System	11,000	
	Replacement FaxFinder Fax Appliance	10,000	\$ 36,000
<u>PUBLIC WORKS</u>			
Street Maintenance	Skid Steer S-253	\$ 35,000	
	Equipment Float S300	20,000	
	Skid Steer Planer Attachment ML-9	16,500	
	Pressure Washer G200	16,000	
	Concrete Screed SC4	14,000	
	Equipment Trailer S310	9,900	\$ 111,400
Vehicle Maintenance	Truck Lift - 18,000 pound capacity	\$ 38,000	
	1/2 Ton Truck replace E-4	28,000	
	1/2 Ton Truck replace E-7	28,000	
	Small Tire Changer	9,000	
	Car Lift - 9,000 pound capacity	8,000	
	Parts Washing Cabinet	7,500	\$ 118,500
Facility Maintenance	John Deere Gator replacement with snow plow	\$ 22,800	
	PMF Overhead Door replacements (2)	21,000	
	PMF ice machine	5,500	\$ 49,300
TOTAL CAPITAL EXPENDITURES			\$ 315,200



Fund Reserves Estimate General Fund 12/31/2022

12/31/2020 General Fund Reserves	\$10,049,646	
FY 2021 Estimated General Fund Activity	<u>(\$684,212)</u>	
Projected 12/31/2021 General Fund Reserves	\$9,365,434	
FY 2022 Estimated General Fund Activity	<u>\$620,131</u>	
Projected 12/31/2022 General Fund Reserves	\$9,985,565	51.1%
Less 40% Reserve Requirement of Expenditures including Transfers:	-\$7,820,890	
FY2022 Expenditures & Transfers - Original Budget	\$19,552,224	
Total Available Above the 40% Requirement Policy (Estimated)	\$2,164,676	

Does not include Chesterfield Hills and Broadmoor NID Reimbursements / Investments

UPCOMING MEETINGS/EVENTS

- A. Thursday, January 06, 2022 – Planning & Public Works (5:30pm)**
- B. Monday, January 10, 2022 – Planning Commission (7:00pm)**
- C. Monday, January 17, 2022 – City Hall Closed for Martin Luther King Day**
- D. Tuesday, January 18, 2022 – City Council Meeting (7:00pm)**

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella

Vice-Chair: Councilmember Hurt

Bill No. 3376 - P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “NU” Non-Urban District to a new “PC” Planned Commercial District for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, January 06, 2022, at 5:30 pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning **JW**

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, December 9, 2021



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, December 9, 2021 in Conference Room 101.

In attendance were: **Chair Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II) and **Councilmember Tom DeCampi** (Ward IV). Councilmember Dan Hurt (Ward III) was absent.

Also in attendance were: Planning Commission Chair Merrell Hansen; Justin Wyse, Director of Planning; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:42 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the November 18, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of November 18, 2021. The motion was seconded by Councilmember DeCampi and passed by a voice vote of 3-0.

II. UNFINISHED BUSINESS – None.

III. NEW BUSINESS

- A. **P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC)**: – A request for a change in zoning from an “NU” Non-Urban District to a “PC”—Planned Commercial District for a 1.006-acre tract of land located at Clarkson Road and Wilson Avenue. (20T520103, 20T520394) (Ward 4)

STAFF PRESENTATION

Justin Wyse, Director of Planning, presented the project request for a change in zoning from “NU” Non-Urban District to “PC” Planned Commercial District for a 1.006-acre parcel located along the west side of Clarkson Road, south of Wilson Avenue. The request includes changes to the permitted uses, setbacks and density requirements to accommodate an office building.

The Preliminary Development Plan shows a 7,300 sq. ft. office building with the existing curb cut from the adjacent mortuary site providing access to the subject site. A public art area is proposed

as well as a pedestrian bench area along Clarkson Road next to the sidewalk that leads to Marquette High School.

A Public Hearing was held on October 11, 2021 where the Planning Commission raised two issues regarding the vacated Old Wilson Road located at the rear of the property as well as information regarding zoning of the adjacent property located west of the subject site which is located in Clarkson Valley.

Both of these issues were addressed and on November 22, 2021, the Planning Commission unanimously approved the request.

Councilmember DeCampi made a motion to forward P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC) to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos.

Discussion after the Motion

In response to questions, Mr. Wyse further clarified the following points:

1. There will be no additional curb cuts. The existing curb cut from the mortuary site will provide access to the site
2. The maximum square footage of the office building will be capped at 7,300 square feet.
3. The applicant owns a small portion of the abandoned road in the rear of the property and intends to remove the asphalt and revert it back to green space. The remainder of the road is owned by the mortuary and Clarkson Valley Property Company.
4. The adjacent Clarkson Valley property is zoned residential.

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

Note: One Bill, as recommended by the Planning Commission, will be needed for the January 3, 2022 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC).]

IV. OTHER – None.

V. ADJOURNMENT

The meeting adjourned at 5:50 p.m.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: January 3, 2022



RE: **P.Z. 09-2021 2272 Clarkson Road (SMS Group, LLC):** A request for a change in zoning from an “NU” — Non-Urban District to a “PC”—Planned Commercial District for a 1.006-acre tract of land located at Clarkson Road and Wilson Avenue. (20T520406).

Summary

SMS Group, LLC, has submitted a request for a change of zoning from “NU”—Non-Urban District to “PC”—Planned Commercial District for a 1.006-acre parcel located along the west side of Clarkson Road, south of Wilson Avenue.

The request includes changes to the Permitted Uses, setbacks and density requirements to accommodate a small office building onsite.

A Public Hearing was held on October 11, 2021, where the City of Chesterfield Planning Commission raised two (2) issues regarding the vacated road located in the back of the property as well as information regarding zoning of the adjacent property located west of the subject site, in the Clarkson Valley municipality.

Both of these issues were then addressed by the applicant and Staff and on November 22, 2021, the Planning Commission approved this petition, as presented, by a vote of 9 to 0.

On December 8, 2021, Planning and Public Works Committee passed a motion to forward the project as presented to City Council with a recommendation of approval, by a vote of 3 to 0. The first reading for this petition will be held at the January 3, 2022 City Council meeting.

Attached to this report, please find a copy of the November 22, 2021 Planning Commission Staff Report, Draft Attachment A, Narrative Statement, Preliminary Development Plan, Survey, and Tree Stand Delineation.

Attachments: Legislation
Draft Attachment A
November 22, 2021 Staff Report
Narrative Statement
Preliminary Development Plan
Survey
Tree Stand Delineation



Figure 1: Subject Site Aerial

BILL NO. 3376

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “NU”—NON-URBAN DISTRICT TO A NEW “PC”—PLANNED COMMERCIAL DISTRICT FOR A 1.006-ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CLARKSON ROAD AND WILSON AVENUE. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406).

WHEREAS, the petitioner, SMS Group, LLC., has requested a rezoning to establish new development criteria for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue; and,

WHEREAS, a Public Hearing was held before the Planning Commission on October 11, 2021; and,

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

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

WHEREAS, the City Council, having considered said request voted to approve the rezoning 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 new “PC”—Planned Commercial District designation for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue and as described as follows:

A tract of land in the North ½ of Section 21, Township 45 North, Range 4 east, and being more particularly described as follows:

Beginning at a point in the west right-of-way line of Clarkson Road on an offset of 72 feet perpendicular to the centerline of Clarkson Road (Hwy. 340)

at Station 132+00: thence south 24 degrees, 59 minutes, 08 seconds west a distance of 209.28 feet to a point, said point being on a 62-foot offset from the centerline of Clarkson Road at station 130+00; thence continuing in a southwesterly direction along the west right-of-way line of Clarkson Road on a curve to the left with a radius of 1517.69 feet and an arc length of 113.66 feet, also on a chord bearing south 21 degrees, 38 minutes, 34 seconds west a chord distance of 113.63 feet to a point on the centerline of Wilson (40'W) Road, now vacated; Thence along the centerline of the aforementioned Wilson Road north 00 degrees, 12 minutes, 40 seconds east a distance of 520.24 feet to a point; Thence south 89 degrees, 47 minutes, 20 seconds east a distance of 20.00 feet to a point on the east right of way of the now vacated Wilson Road right of way; Thence leaving the east right-of-way of the former Wilson Road right-of-way and continuing along the south line of property conveyed to Buchholz Mortuaries, Inc. Amo Corp by Deed Book 9743, Page 810 of the St. Louis County records south 44 degrees, 29 minutes, 13 seconds east a distance of 218.87 feet to a point on the west right-of-way line of Clarkson Road, said point is on a 72-foot perpendicular offset from the centerline of Clarkson Road; thence continuing along the west line of Clarkson Road on a curve to the left with a radius of 1527.69 feet and an arc length of 82.13 feet, also on a chord bearing at south 33 degrees, 12 minutes, 40 seconds west a chord distance of 82.12 feet to the point of beginning and containing 43,833 square feet or 1.006 acres more or less and subject to deeds, easements, and restrictions 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 SMS Group, LLC. in P.Z. 09-2021, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 11th day of October, 2021, 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 Article 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 _____, 2022

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/03/2022

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. Animal Grooming
 - b. Barber or Beauty Shop
 - c. Financial Institution—No Drive-Through
 - d. Office—Dental
 - e. Office—General
 - f. Office—Medical
 - g. Retail—Community
 - h. Retail—Neighborhood
 - i. Veterinary Clinic
2. Hours of Operation.
 - a. Uses “g” and “h” listed above are considered retail uses and retail sales, with respect to those uses, will be subject to hours of operation from 6:00 AM to 11:00 PM. Hours of operation for said uses 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.
3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Floor Area
 - a. Total building floor area shall not exceed 7,300 square feet.
2. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed twenty (20) feet.
3. Building Requirements
 - a. A minimum of 35% open space is required for each lot within this development.

C. SETBACKS

1. Structure Setbacks

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

 - a. Thirty (30) feet from the right-of-way containing Clarkson Road on the southeastern boundary of the Planned Commercial (“PC”) District.
 - b. Twenty (20) feet from the western boundary of the “PC” District.
 - c. Ten (10) 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 containing Clarkson Road on the southeastern boundary of the Planned Commercial (“PC”) District.
 - b. Twenty (20) feet from the western boundary of the “PC” District.
 - c. Ten (10) 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. Parking lots shall not be used as streets.

3. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. A twenty-foot (20') landscape buffer shall be provided along the western border of this Planned Commercial District.
3. A thirty-foot (30') landscape buffer shall be provided along the right of way of Clarkson Road.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations 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.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site

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

3. No vehicular access shall be allowed to Clarkson Road.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
2. If a gate is installed on a street in a development, the streets within the development or that portion of the development that is gated shall be private and remain private forever.
3. Provide street connections to the adjoining properties as directed by the City of Chesterfield. Stub street signage, in conformance with Section 405.04.090 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed
4. Provide a 5 foot wide sidewalk, conforming to ADA standards, along Clarkson Road. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6 foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
5. Obtain approvals from the City of Chesterfield and the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.
7. Any work within MoDOT's right of way will require a MoDOT permit.
8. 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.
9. The Missouri Department of Transportation has not approved this development proposal and its impacts to our roads and right-of-way. The developer should comply with all requirements of MoDOT.

10. All sidewalk and pedestrian facilities within MoDOT right of way must meet the ADA Standards.
11. Any utility work on MoDOT right of way will require a separate MoDOT permit.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or Missouri Department of Transportation. 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.

L. POWER OF REVIEW

The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

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 an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty percent (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.
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. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed

5. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
6. Formal MSD review, approval, and permits are required.
7. Public sanitary sewers must be extended to serve this lot.
8. Offsite easements may be required.
9. Easements may be required to allow for future public sewer extensions to adjacent tracts.
10. The project is in the Caulks Creek Service area and is subject to the Caulks Creek Surcharge.
11. Post-construction BMP's will be required for disturbed area of one acre or greater.
12. The site is considered new development; if BMPs are required, volume reducing BMPs will be required.
13. Flood protection volume may be required based on site differential. Channel protection volume will be required for this project if flood protection volume is required.
14. Offsite drainage areas should be routed around the detention basin.
15. New encroachments will not be allowed.
16. MSD may require approval from the City of Chesterfield prior to issuing plan approval.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, the developer shall provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the City of Chesterfield. 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. Public art shall be provided as shown on the Preliminary Development Plan.
2. All utilities will be installed underground.
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. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.

II. 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 open space 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 a 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.

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Village Road Trust Fund (No. 554). Traffic generation assessment contributions shall be deposited with St. Louis County prior to the issuance of building permits. 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.

A. ROADS

This TGA 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 Office	\$777.11/parking space
General Retail	\$2,331.45/parking space
Medical Office	\$2,331.45/parking space
Loading Space	\$3,815.12/parking space

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

If types of development differ from those listed, St. Louis County Department of Highways and Traffic will provide rates.

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

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

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

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

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.

The amount of all required contributions, if not submitted by January 1, 2022, 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.

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

IV. 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.

V. 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.

Planning Commission Staff Report

Meeting Date: November 22, 2021

From: Chris Dietz, Planner 

Location: 2272 Clarkson Rd.

Description: **P.Z. 09-2021 2272 Clarkson Road (SMS Group, LLC)**: A request for a change in zoning from an “NU” — Non-Urban District to a “PC”—Planned Commercial District for a 1.006-acre tract of land located at Clarkson Road and Wilson Avenue. (20T520103, 20T520394).

PROPOSAL SUMMARY

SMS Group, LLC is requesting a change in zoning from an “NU”—Non-Urban District to a “PC”—Planned Commercial District for a property just over an acre in size, located along the west side of Clarkson Road. The request includes changes to the permitted uses, setbacks and density requirements to accommodate the development of a small office building onsite.

A Public Hearing was held for this project at the October 11, 2021 Planning Commission meeting, during which two (2) issues were raised by the Commission. Both Staff and the applicant have provided a response to each of these issues, which will be discussed later in this report.

HISTORY OF SUBJECT SITE

The subject site was zoned “NU”—Non-Urban District prior to the City’s incorporation in 1988. Though the site was never developed, the subject site includes a tract of land that covers half of Old Wilson Road, which was vacated by the City of



Figure 1: Subject Site Aerial

Chesterfield in 2014. In 1993, a Conditional Use Permit was approved for the mortuary site to the north, which included the requirement for the site to provide cross access to this subject site as directed by the City of Chesterfield.

LAND USE AND ZONING

The land use and zoning for the properties surrounding the subject site are as follows:

Direction	Zoning	Land Use
North	"R1"—Residence District	Mortuary (C.U.P.)
South	"PC"—Planned Commercial District "R2"—Residence District	Retail Single-Family Residential
East	"PC"—Planned Commercial District	Retail
West	(City of Clarkson Valley)	Agriculture

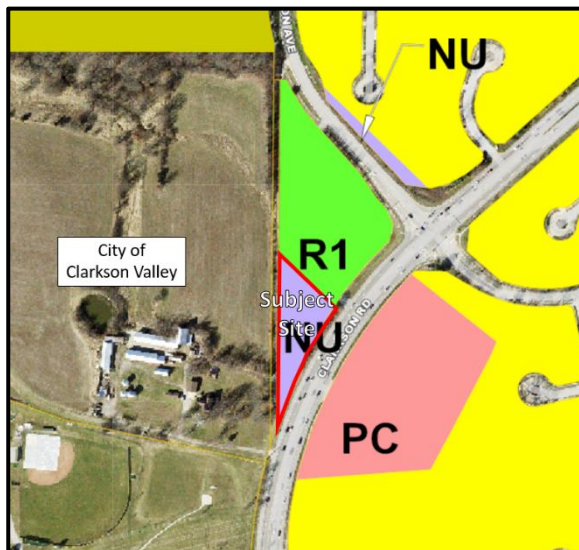


Figure 2: Zoning Map

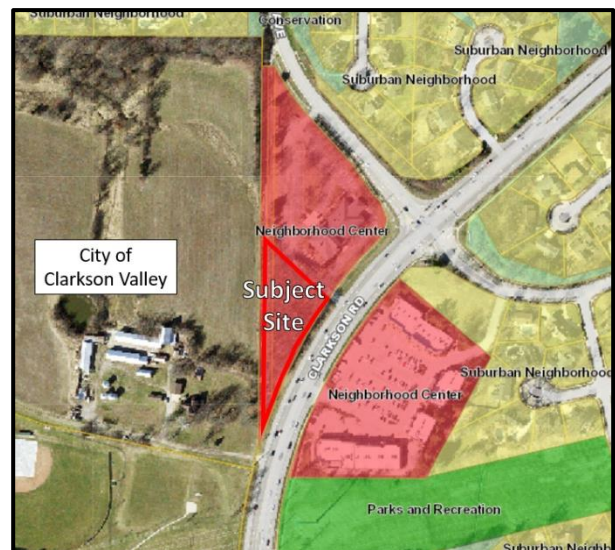


Figure 3: Land Use Map

COMPREHENSIVE PLAN

The subject site is located within the Neighborhood Center Character Area, as designated in the City's Comprehensive Plan. This area is defined primarily by small-scale commercial centers that provide goods and services to surrounding neighborhoods. Due to the proximity to these neighborhoods, operations within this area are required to be low-intensity, unobtrusive and at a scale and design compatible with nearby residential development. These areas typically serve as transition areas between residential and non-residential uses and include pedestrian and bicycle accommodations for nearby residents.

PUBLIC HEARING

A Public Hearing was held for this project at the October 11, 2021 Planning Commission meeting, with two (2) issues being raised by Planning Commission. In light of these issues, Staff and the applicant have provided a response to each issue. These issues will be discussed in the section below.

ISSUES

Issue #1—Old Wilson Road

Issue: Planning Commission asked the Petitioner to provide additional information about the proposed use of the portion of the property in which the previous Old Wilson Road right-of-way was located, and whether they would consider pedestrian provisions along this area.

Applicant Response: The applicant has stated that they plan on accommodating pedestrian traffic along Clarkson rather than along Old Wilson Road that is no longer right-of-way, located on the property. The applicant lists the following reasons for this decision:

- Access to the abandoned road can only be gained through other private property.
- The former stretch of road terminates in an undeveloped lot, with no street connectivity.
- The road itself is in poor condition and has not been maintained, posing liability risk if used by pedestrians.
- Trash continuously collects along this area due to unauthorized use of this road by pedestrians.
- The sidewalk along Clarkson has more pedestrian visibility and more connectivity.
- A rest area has been provided along Clarkson Road on the Preliminary Development Plan to accommodate pedestrian traffic.
- The existing asphalt is proposed to be removed and reverted back to greenspace.

The applicant's full response letter to this issue is found in the Planning Commission Packet.

Issue #2—Adjacent Zoning (Clarkson Valley)

Issue: Planning Commission requested additional information about the zoning designation for the adjacent property to the west, located in the Clarkson Valley municipality.

Staff Response: Staff has researched the City of Clarkson Valley's City Code and confirms that the adjacent property, located at 2153 Wilson Avenue, is zoned "A"—Semi-Rural District. This zoning district allows single-family residential and other non-residential uses similar to those found in Chesterfield's residential districts. The minimum lot size for single-family use is one (1) acre, with width of at least 125 feet. The maximum height for all buildings in this district is two (2) stories or thirty-five (35) feet. Setbacks for this district are provided in Table 1.

"A" Semi-Rural Setbacks	
Front	75'
Side	25'
Rear	50'

Table 1: Setbacks

STAFF ANALYSIS

The applicant's request can be broken down into two (2) categories: Setbacks and Permitted Uses—both of which are described in detail below.

Setbacks

The current regulations for “NU” Districts do not define setbacks for parking specifically. The requested structure and parking setbacks within this “PC” District would be one and the same, with the front setbacks from Clarkson Road matching that of the adjacent mortuary site to the north, as indicated in the table below:

Current Structure Setbacks (“NU”)	Proposed Structure and Parking Setbacks (“PC”)	Adjacent Mortuary Site Structure and Parking Setbacks (C.U.P.)
Front (ROW): 50’ Side: 20’ Rear: 20’	Front (ROW): 30’ Side: 10’ Rear: 20’	Front (ROW): 30’ Side: 15’ (30’ Landscape Buffer—West) Rear: 15’

Table 2: Proposed Setbacks

Permitted Uses

The current permitted uses on site are predicated on the size of the property and do not include the permitted uses sought by the applicant. The current “NU” District and proposed “PC” District proposed Permitted Uses for this site are shown below:

Current Permitted Uses (“NU”)	Proposed Permitted Uses (“PC”)
• Churches • Commercial vegetable and flower gardening, as well as plant nurseries and greenhouses (no salesroom) • Dairy farming • Dwelling, single-family • Dwelling, single-family earth sheltered • Farming, including the cultivation and sale of any plant crops and domestic animals. • Forests, wildlife reservations, as well as conservation projects. • Golf courses, including practice driving tees on the same premises. (excluding mini-golf and independent practice driving tees). • Home Occupations • Hunting and fishing as well as propagation of wildlife of any kind. • Libraries (Public or Private) • Local public utility facilities	• Office—General • Office—Dental • Office—Medical • Retail—Neighborhood (4,000 sq. ft. or less) • Retail—Community (4,000 – 25,000 sq. ft.) • Animal Grooming • Barber or Beauty Shop • Veterinary Clinic • Financial Institution—No Drive Through

Table 3: Proposed Uses

Density Requirements

While the narrative does not openly state the requested Open Space and Floor Area Ratio (FAR), the Preliminary Plan shows the Open Space set at 56% and FAR set at 0.17—both of which comply with UDC requirements (35% minimum and 0.55 maximum, respectively).

PRELIMINARY PLAN

The Preliminary Plan provided with this petition depicts a single office building and parking area on the property, with a shared access to Clarkson Road through the Mortuary site to the north. The Plan also includes an area for public art located in the parking area and a pedestrian bench located along Clarkson Road. Though not depicted, a sidewalk will be required along Clarkson Road once developed, as directed by the City and St. Louis County.

Staff has attached a copy of the draft Attachment “A” language, Narrative Statement, Issue Response Letter, Preliminary Development Plan, Survey, and Tree Stand Delineation for further consideration.

Attachments: Draft Attachment “A”
 Project Narrative
 Issue Response Letter
 Preliminary Development Plan
 Survey
 Tree Stand Delineation

**Zoning Change Request
2272 Clarkson Rd Chesterfield MO 63017**

We are requesting a change in zoning for 2272 Clarkson Rd from the current NU zoning to a PC District. This zoning request aligns the zoning with the most recent Comprehensive Plan for the City of Chesterfield. Below are the detailed parameters of our request:

Setbacks

- Front Building and Parking Setback (Southeast) along Clarkson Rd – 30’
- Rear Building and Parking Setback along Old Wilson Rd (West along private/vacated drive) – 20’
- Side yard Building and Parking Setback (Northeast along Bucholz Mortuary) – 10’

Uses

- Office
 - General
 - Dental
 - Medical
- Retail
 - Neighborhood
 - Community
- Service
 - Animal Grooming
 - Barber or Beauty Shop
 - Veterinary Clinic
 - Financial Institution – No Drive Through

Additional Features

- The proposed building height will not exceed 20’ with a proposed area of +/-7300 sq ft
- We have provided for an art exhibit area in the center of the parking lot (island). Detail will be provided with the landscape plan.
- We have provided for a public use area in the Southern corner. We plan to create a sitting area for pedestrians, on foot or bike. Detail will be provided with the landscape plan.
- We will work to have a building design that is interesting and aligns with the spirit of the area.

Response to Item raised at PZ Meeting
P.Z. 09-2021—2272 Clarkson Rd. Change of Zoning

Issues Raised in the Public Hearing:

The following issue was raised during the Public Hearing that will require a formal response from the applicant prior to the next Planning Committee agenda on which this project may be reviewed:

1. Provide information about the proposed use of the portion of the property in which the previous Old Wilson Road right-of-way was located, and provide a statement on whether the applicant would consider pedestrian provisions along this area.

Response:

We thank you for your question and have evaluated various options with regard to maintaining some pedestrian walk way through the abandoned ROW “behind” the property located at 2272 Clarkson Rd. We feel that due to the fact that the ROW has been abandoned and the roadway is no longer being maintained that it would make more sense to move the pedestrian traffic to the sidewalk that will be located along Wilson Ave to Clarkson Rd, which will be extended along the Clarkson Rd frontage of the subject site. The main reasons for this response are:

- The access to the abandoned ROW behind the subject property can only be accessed through private land both to the north and south
- This former stretch of road terminates in a grassy lot owner by another party
- The asphalt has seriously deteriorated and poses possible risk and liability due to the potholes and chunks along that stretch.
- The “use” of this property has resulted in a large accumulation of trash that we are continually picking up (soda bottles, beer cans, paper trash, etc).
- From a safety standpoint it would be advisable to direct pedestrian traffic to the sidewalk along Clarkson Rd for better pedestrian visibility and proper cross access.
- We have provided, in our original preliminary site plan, for a pedestrian rest area along the southern end of the subject property.
- We intend to remove the remaining asphalt and return this area to green space.

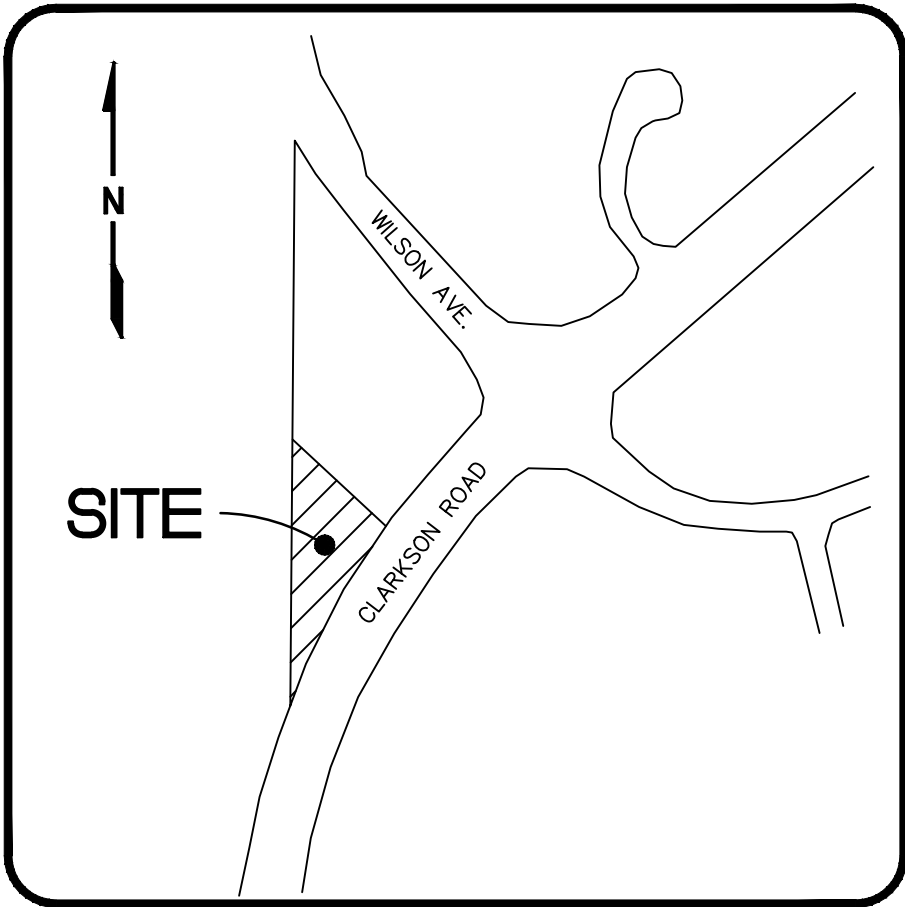
Thank you again for the thought behind this and the opportunity to think through the possibilities and respond.

Sincerely,

Sean Sortor
SMS Group LLC

LEGEND

DESCRIPTION	SYMBOL
EXISTING MAJOR CONTOUR	—500—
EXISTING MINOR CONTOUR	—502—
PROPOSED MAJOR CONTOUR	—504—
PROPOSED MINOR CONTOUR	—502—
PROPOSED SPOT ELEVATION	+502.00
EXISTING SANITARY SEWER	---●---
EXISTING STORM SEWER	---□---
PROPOSED SANITARY SEWER	—●—
PROPOSED STORM SEWER	—■—
EXISTING WATERLINE	—W—
EXISTING FIRE HYDRANT	⦿
EXISTING GAS LINE	—G—
EXISTING OVERHEAD UTILITY	—OE—
USE IN PLACE	(U.I.P.)
ADJUST TO GRADE	(A.T.G.)
TO BE REMOVED	(T.B.R.)
TO BE REMOVED AND REPLACED	(T.B.R.&R.)
TO BE REMOVED AND RELOCATED	(T.B.R.&REL.)



LOCATION MAP

N.T.S.

PRELIMINARY DEVELOPMENT PLAN

2272 CLARKSON ROAD

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

PROPERTY DATA

LOCATOR NO. : 201520103
ADDRESS : 2272 CLARKSON ROAD
CHESTERFIELD, MO 63017
OWNER : SMS GROUP, LLC
AREA OF TRACT : 43,833 S.F. = 1.01 Ac.±
PRESENT ZONING : NU - NON URBAN
PROPOSED ZONING : PG - PLANNED COMMERCIAL
PRESENT USAGE : VACANT
PROPOSED USAGE : OFFICE BUILDING
SCHOOL DISTRICT : ROCKWOOD
FIRE DISTRICT : MONARCH
WATERSHED(S) : MISSOURI RIVER
FIRM PANEL : 29189C0164K
UTILITIES : MISSOURI-AMERICAN WATER CO.
METRO, ST. LOUIS SEWER DIST.
LACLEDE GAS COMPANY
AT&T TELEPHONE COMPANY
AMEREN UE

SETBACK REQUIREMENTS

SOUTHEAST (ALONG CLARKSON ROAD FRONTAGE) - 30' PARKING & BUILDING
NORTHEAST - 10' PARKING & BUILDING
WEST - 20' PARKING & BUILDING

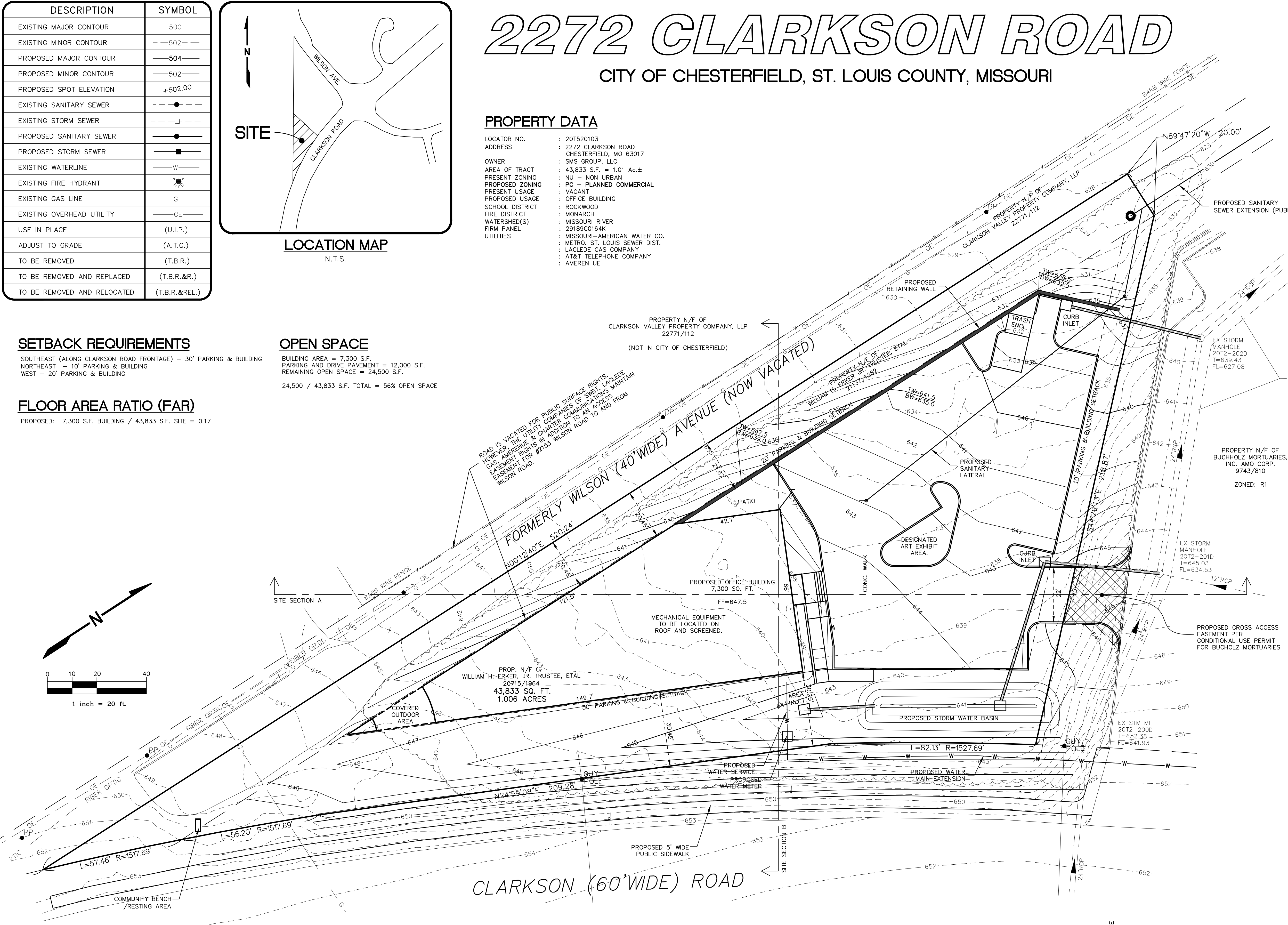
OPEN SPACE

BUILDING AREA = 7,300 S.F.
PARKING AND DRIVE PAVEMENT = 12,000 S.F.
REMAINING OPEN SPACE = 24,500 S.F.

24,500 / 43,833 S.F. TOTAL = 56% OPEN SPACE

FLOOR AREA RATIO (FAR)

PROPOSED: 7,300 S.F. BUILDING / 43,833 S.F. SITE = 0.17



PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTH HALF OF SECTION 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, IN THE COUNTY OF ST. LOUIS, MISSOURI, AS DESCRIBED IN DEED RECORDED IN DEED BOOK 20715 PAGE 1964 AND DEED RECORDED IN DEED BOOK 21137 PAGE 1282, AND BEING FURTHER DESCRIBED AS: BEGINNING AT THE SOUTHERNMOST CORNER OF PROPERTY CONVEYED TO BUCHHOLZ MORTUARIES INC. IN DEED BOOK 9743 PAGE 810 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 44 DEGREES 29 MINUTES 13 SECONDS WEST 218.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST 20.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 12 MINUTES 40 SECONDS WEST 520.24 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1517.69 FEET AND A LENGTH OF 113.66 FEET (CHORD BEARING NORTH 21 DEGREES 38 MINUTES 34 SECONDS EAST 113.63 FEET) TO A POINT; THENCE NORTH 24 DEGREES 59 MINUTES 08 SECONDS EAST 209.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1527.69 FEET AND A LENGTH OF 82.13 FEET (CHORD BEARING NORTH 33 DEGREES 12 MINUTES 40 SECONDS EAST 82.12 FEET) TO THE POINT OF BEGINNING.

SMS GROUP, LLC, THE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAN FOR AND IN CONSIDERATION OF BEING GRANTED APPROVAL OF SAID PLAN TO DEVELOP PROPERTY UNDER THE PROVISIONS OF SECTION 03 OF CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE, DO HEREBY AGREE AND DECLARE THAT SAID PROPERTY FROM THE DATE OF RECORDING THIS PLAN SHALL BE DEVELOPED ONLY AS SHOWN THEREON, UNLESS SAID PLAN IS AMENDED BY THE CITY OF CHESTERFIELD, OR VOIDED OR VACATED BY ORDER OF ORDINANCE OF THE CITY OF CHESTERFIELD COUNCIL.

SEAN M SORTOR

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS.

ON THIS DAY OF A.D. 20 BEFORE ME PERSONALLY APPEARED SEAN M. SORTOR, TO ME KNOWN, WHO, BEING BY ME SWORN IN, DID SAY THAT HE IS THE MANAGING MEMBER OF SMS GROUP, LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENTS IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY CORPORATION BY AUTHORITY OF ITS MEMBERS, AND THE SAID SEAN M. SORTOR ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN ST. LOUIS COUNTY, MISSOURI, THE DAY AND YEAR LAST ABOVE WRITTEN.

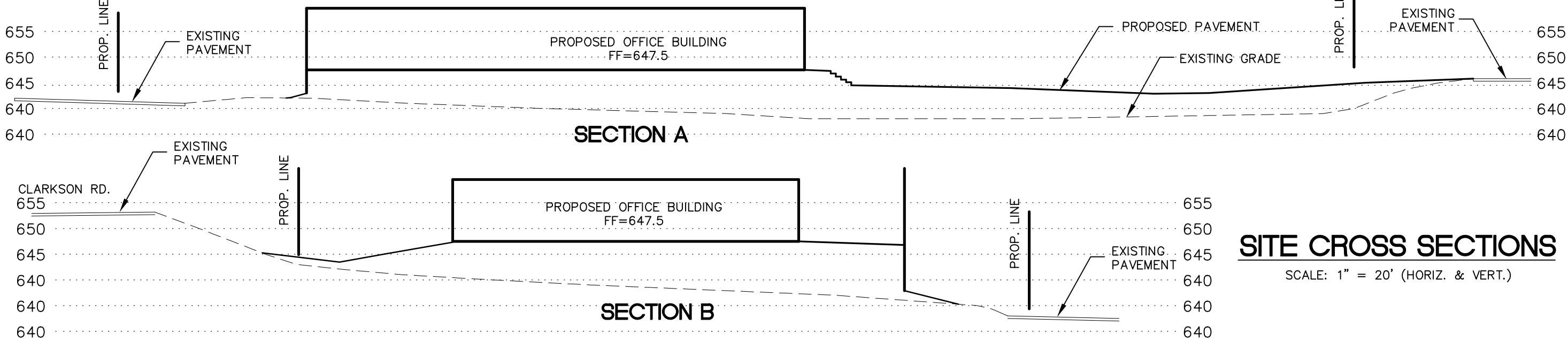
MY TERM EXPIRES

(NOTARY PUBLIC)

THIS SITE DEVELOPMENT PLAN WAS APPROVED BY THE CITY OF CHESTERFIELD PLANNING COMMISSION AND DULY VERIFIED ON THE DAY OF 20 BY THE CHAIRPERSON OF SAID COMMISSION, AUTHORIZING THE RECORDING OF THIS SITE DEVELOPMENT PLAN PURSUANT TO CHESTERFIELD ORDINANCE NUMBER 200, AS ATTESTED TO BY THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES AND THE CITY CLERK.

JUSTIN WYSE, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
CITY OF CHESTERFIELD, MISSOURI

VICKIE HASS,
CITY CLERK
CITY OF CHESTERFIELD, MISSOURI



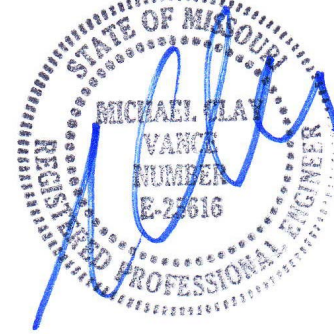
SITE CROSS SECTIONS

SCALE: 1" = 20' (HORIZ. & VERT.)

THIS PLAN WAS PREPARED USING RECORD/AVAILABLE SURVEYS, PROPERTY DESCRIPTIONS, TOPOGRAPHIC INFORMATION, UTILITY MAPS/MARKINGS, AERIAL PHOTOS, ETC. AS SUCH, THE DESIGN OF IMPROVEMENTS SHOWN HEREON IS TO BE CONSIDERED STRICTLY PRELIMINARY AND SUBJECT TO REVISION AS A RESULT OF ACTUAL BOUNDARY SURVEYS, FINAL ENGINEERING DESIGN AND AGENCY(S) REVIEW/APPROVAL.

I HEREBY CERTIFY THAT I HAVE PREPARED OR DIRECTED THE PREPARATION OF THIS PLAN BASED ON THIS INFORMATION. IT IS TO BE CONSIDERED STRICTLY PRELIMINARY, AND IS NOT TO BE USED FOR CONSTRUCTION.

10/27/21
MICHAEL CLAY VANCE, PE
E-25616
VANCE ENGINEERING, INC. AUTHORITY NO. 2003022194



SMS Group LLC
1717 Wilson Avenue
Chesterfield, MO 63005

Vance Engineering, Inc.
10537 Lackland Road
St. Louis, MO 63114
P: 314.427.1800

2272 CLARKSON ROAD

PRELIMINARY DEVELOPMENT PLAN

PRELIMINARY

MICHAEL CLAY VANCE, P.E.
ENGINEER LIC E-25616

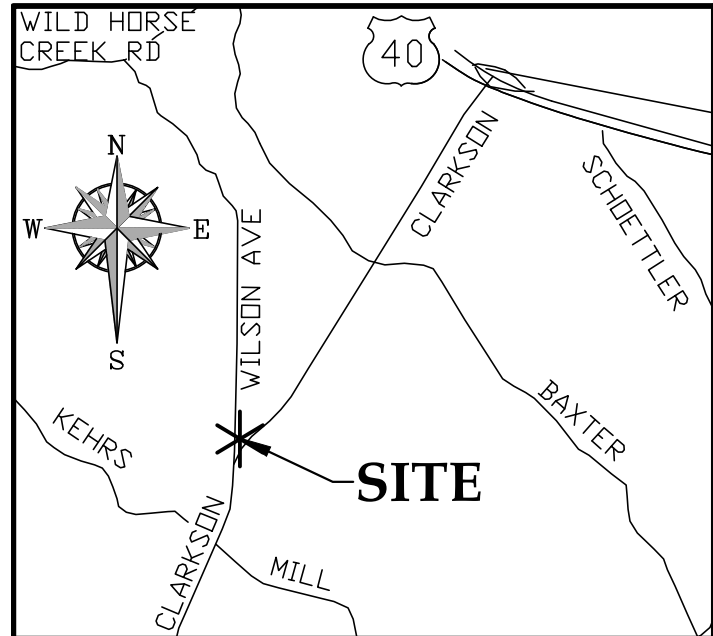
REVISED
8/26/21 CITY COMMTS
9/14/21 OMIT MON SIGN
10/27/21 "PRELIMINARY"

21017

07/28/21

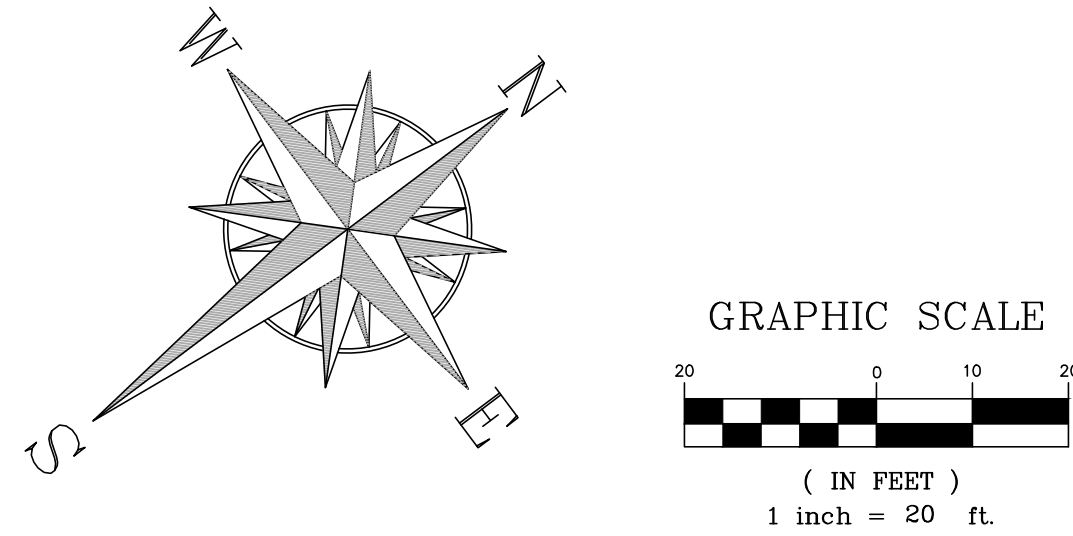
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COPYRIGHT 2021



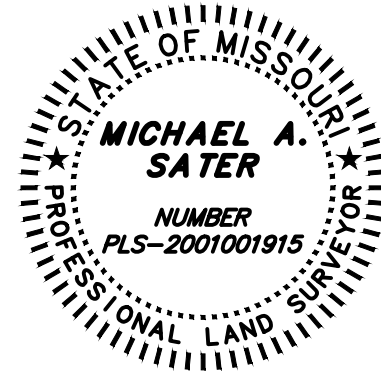
LOCATION MAP
NOT TO SCALE

PROJECT
LOCATION



SURVEYOR'S STATEMENT

This is to certify that we have, by the order of Sean Sorter, during June 2019, executed a Boundary & Topographic Survey of a tract of land being in the north half of Section 21, Township 45 North, Range 4 East, St. Louis County, Missouri, in accordance with the current minimum standards for property boundary surveys of the Missouri Department of Agriculture, Land Survey office, and that result of said survey is shown on this plat. We certify that the above plat was made from an actual survey according to the records available and recorded.



Michael A. Sater
Missouri P.L.S. #2001001915

PROPERTY N/F OF
CLARKSON VALLEY PROPERTY COMPANY, LLP
22771/112

11/02/2021

BOUNDARY & TOPOGRAPHIC SURVEY FOR #2272 CLARKSON ROAD A TRACT OF LAND BEING IN THE NORTH HALF OF SECTION 21, TOWNSHIP 45 NORTH, RANGE 4 EAST CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

GENERAL NOTES:

- 1) The basis of the bearing system is the right-of-way line of vacated Wilson (40' W.) Avenue per Deed Book 20715, Page 1964. Said bearing is north 00 degrees, 12 minutes, 40 seconds east.
- 2) This is an urban survey.
- 3) () denotes record information.
- 4) Title Commitment provided is per First American Title Insurance Company with a commitment date of December 21, 2020 and a commitment number of 210066. See Schedule "B", Section II for the following survey related items:

item 12) Terms and provisions of Access Easement, according to instrument recorded in Book 21137 Page 1282.

This document contains the ordinance which vacated the portion of Wilson road adjacent to the subject site. Also this document creates easement in the same area for utilities and access for the property owner at #2153 Wilson Road. The utilities with easement rights include Southwestern Bell Telephone, AmerenUE, Charter Communications, and Laclede gas Company.

item 15) easements granted to Union Electric Company, according to instruments recorded in Book 1095 Page 381, Book 3307 Page 93, and Book 6324 Page 2336.

The easement in Book 1095 Page 381 may affect this site on the southern end but appears to have been reserved for transmission lines that were built farther south, and therefore may be considered extinguished for non use. The easement in Book 3307 Page 93 also appear to be for the electric transmission lines built farther to the south of this tract.

The easement in Book 6324 Page 2336 also appear to be for the electric transmission lines built farther to the south of this tract.

item 16) Easement to St. Louis County Water Company, according to instrument recorded in Book 5808 Page 394.

Does not appear to affect this tract.

Easement for right of way for relocated state highway 340 (Clarkson Road) to state of Missouri, acting by and through the Missouri Highway and Transportation Commission, according to instrument recorded in Book 8625 Page 577.

This easement is shown as the right of way for this tract for Clarkson Road.

5) The underground utilities shown herein were plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number, or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMO.

6) St. Louis County Benchmark referenced:

12334 NAVD88(SLC2011a) Elev = 653.22 FUS

Cut triangle on the west side of the concrete base of traffic signal mast in the east quadrant of the intersection of Clarkson Road with Clarkson Woods Drive to the southeast and with Wilson road from the Northwest. The traffic signal base is situated in the tree lawn east of the curb rounding between Clarkson Woods Drive and Clarkson Road, and north of the sidewalk at handicap curb ramp.

EASEMENT PER 1095/381 MAY AFFECT THIS AREA BUT WAS WRITTEN FOR ELECTRIC TRANSMISSION LINES WITH "H" FRAME CONSTRUCTION. ELECTRIC TRANSMISSION LINES ARE BUILT FARTHER SOUTH FROM THIS TRACT. THIS EASEMENT MAY BE EXTINGUISHED FOR NON USE IF THE LOCATION FARTHER SOUTH WAS USED AS AN ALTERNATE LOCATION IN 1930.

ROAD IS VACATED FOR PUBLIC SURFACE RIGHTS. HOWEVER, THE UTILITY COMPANIES OF SWBT, LACLEDE GAS, AMERENUE & CHARTER COMMUNICATIONS MAINTAIN EASEMENT RIGHTS IN ADDITION TO AN ACCESS EASEMENT FOR #2153 WILSON ROAD TO AND FROM WILSON ROAD.

LEGEND

- FOUND CONCRETE MONUMENT
- FOUND IRON PIPE/ROD
- SET IRON ROD W/ CAP
- FOUND/SET CROSS
- GUY WIRE
- POWER POLE
- LIGHT STANDARD
- YARD LIGHT
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- SANITARY CLEANOUT
- GAS VALVE
- ELECTRIC METER
- STREET SIGN
- FENCE
- MAIL BOX
- PINE TREE
- DECIDUOUS
- BUSHES/HEDGES
- BUSH
- OVERHEAD ELECTRIC
- WATER LINE
- GAS LINE
- FIBER OPTIC
- UNDERGROUND ELECTRIC
- EXIST. STORM SEWER
- EXIST. SANITARY/COMBINED SEWER
- CONC.
- ASPH.

BOUNDARY & TOPOGRAPHIC SURVEY

THIS PLAT OF SURVEY CONTAINS 43,833 SQ. FT. OR 1.006 ACRES



SABUR, INC.
1751 ASHBY RD. ST. LOUIS, MO 63114
PHONE: (314) 428-1414 FAX: (314) 428-6082
www.sabur-inc.com
Authority No. 15 - 293 - D

DRAWN BY:	ORDER NO.	SHEET
M.A.S.	20-121	1
CHECKED BY:	DATE:	
B.G.H.	01/13/2021 REV. 01/19/2021	1

11/02/2021

Trees worth noting due to their size but do not meet the criteria of a Monarch Tree. No Monarch Trees are present in this stand.

Tree #	Species	Common Name	DBH	Condition Rating	Monarch Tree	Notes
1	<i>Juglans nigra</i>	black walnut	24"	Poor	No	Due to condition, not worth preserving. Dead/decay parts
2	<i>Quercus imbricaria</i>	oak, shingle	25"	Poor	No	Moderate <i>Hypoxylon</i> canker - not worth preserving
3	<i>Celtis occidentalis</i>	common hackberry	21"	Fair	No	Codominant stems with included bark

Stand Observations/Comments:

Four plots were selected at random to measure stand basal area using a 10BAF prism. The average basal area of this stand is 90 and, according to a hardwood stocking chart, is considered "fully-stocked" at roughly 200 trees/acre. However, this data may be skewed due to the overwhelming presence of Amur honeysuckle (*Lonicera maackii*) which is densely distributed throughout the entire stand's understory.

This approximate 1-acre stand is well-stocked with a diverse number of native hardwoods. The black walnut size class was 8-16", the red elm size class was 14-18", and hackberry was present in all generations of the stand. The SE portion of the stand had wetter soils where there were some American sycamore and sugar maple present. The eastern edge, along Clarkson Road, had the largest trees in the stand, none meeting the criteria of "Monarch Tree".

Overstory Composition Black walnut, red elm, hackberry, and white ash. Red oak species along the edges.

Midstory Composition Red elm, hackberry, black walnut, black cherry, persimmon, red maple, and sugar maple. Red oak species and sassafras along the eastern edge.

Understory Composition Limited regeneration: Hackberry and Amur honeysuckle

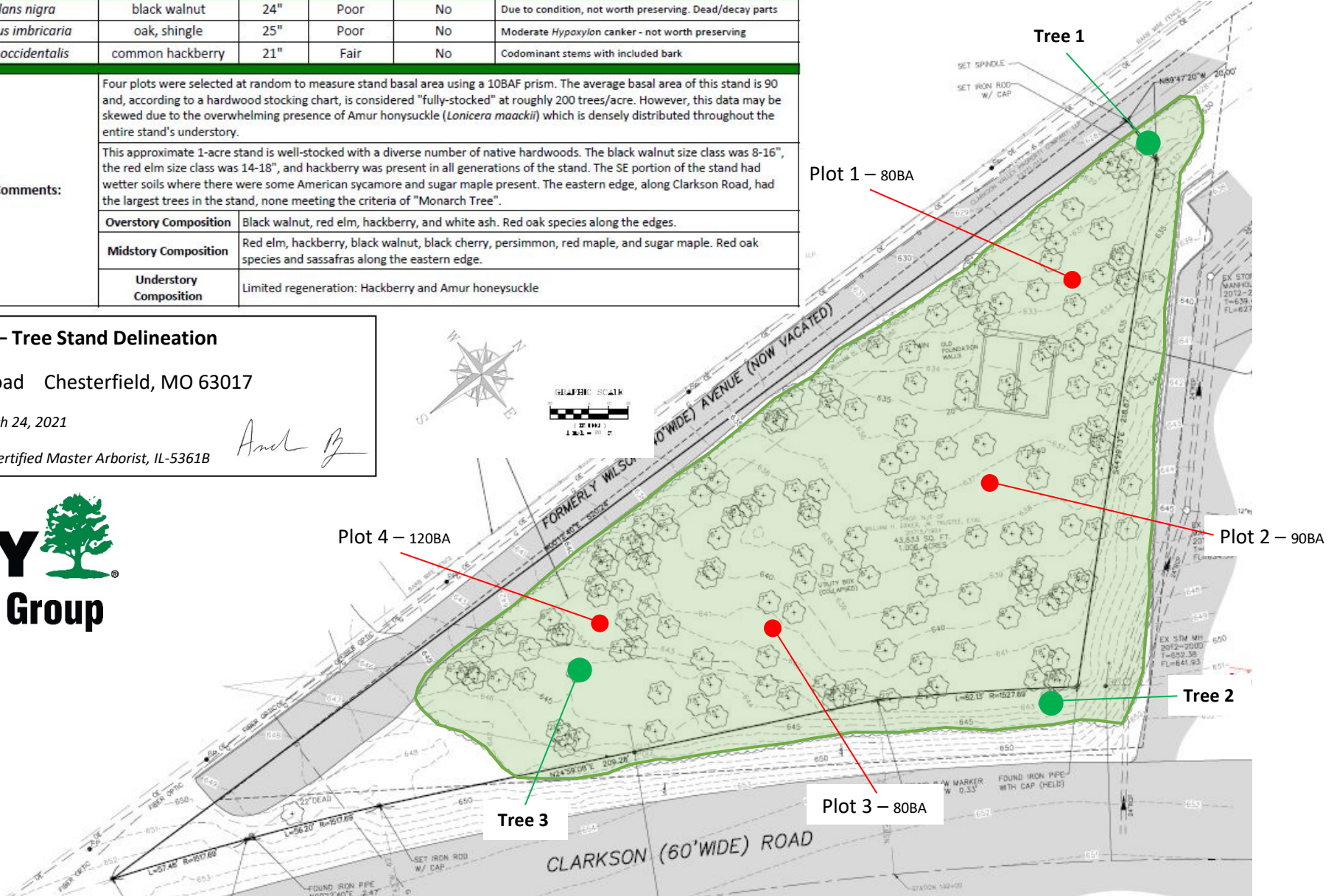
SMS Group, LLC – Tree Stand Delineation

2272 Clarkson Road Chesterfield, MO 63017

Data Collected on March 24, 2021

Andy Berg, ISA Board Certified Master Arborist, IL-5361B

Andy Berg



FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember McGuinness

There are no Finance and Administration Committee action items scheduled on the agenda for this meeting.

NEXT MEETING

The next meeting of the Finance and Administration Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly or me prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Budoor.

Chesterfield Mall Senior Space – The Parks, Recreation and Arts Committee recommends approval of a maintenance agreement with the Murphy Company and authorization for the City Administrator to execute a two-year lease agreement for space at the Chesterfield Mall to be used primarily for senior programs. This activity was included in the 2022 budget. It is understood and acknowledged that this space and the associated programs are only funded for a three-year term. **(Roll call Vote Required)**

Pickleball Court Recommendation – The Parks, Recreation and Arts Committee recommended that the pickleball courts budgeted in 2022 should be constructed on the undeveloped 32-acre site at the east end of the CVAC. Since that recommendation, correspondence was transmitted by Director of Public Works\City Engineer describing difficulties associated with development of that specific site. However, if the Council desires the courts to be constructed at the Chesterfield Valley Athletic Complex, it appears that a location at the west end, adjacent to the “A” concessions area would be viable. The original recommended location at Central Park is also still viable. **(Roll Call Vote Required)**

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Parks, Recreation and Arts Director Thomas McCarthy or me prior to Monday’s meeting.



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS
December 8, 2021
City Hall Room 101-102

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

Those in attendance included:

Councilmember Mary Monachella, Ward I
Chairperson Mary Ann Mastorakos, Ward II
Councilmember, Dan Hurt, Ward III
Councilmember, Gary Budoor, Ward IV

Also in attendance were:

Director of Parks, Recreation & Arts, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Mike Whelan, Chair, Parks, Recreation & Arts Citizens Advisory Committee
Kelli Unnerstall

Agenda Item #1: Approval of Minutes

The meeting results of the October 27, 2021 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Mastorakos, to approve the meeting results. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #2: Pickleball Court Location Discussion for Central Park – vote required

Chairperson Mastorakos recapped prior discussions of location possibilities for pickleball courts at Central Park.

- Using part of the swimming pool parking lot
- At CVAC
- At the entrance near Park Circle Dr.
- Southwest of pool by Maintenance Building

Councilmember Monachella inquired if all 6 courts had to be located together or if some could be put at Eberwein Park. Director McCarthy explained that the potential locations at Eberwein Park were prohibitive due to the noise from the balls and the proximity to the homes nearby. In addition, one of the proposed areas suggested was in a water retention area north of the barn.

Councilmember Hurt remarked that the courts should be near shade and restrooms. He stated that he supports the idea of constructing new pickleball courts and a fair amount of them. However, if they

are not placed near restrooms, it would become an issue for users in the future. He suggested putting them at the entrance to the pool parking lot and to simultaneously address parking. He was not opposed to the Eberwein location and if ten new pickleball courts were to go in the Valley, he would support additional funding.

Councilmember Mastorakos pointed out that if the pickleball courts were located in the pool parking lot, they would eliminate approximately 50 parking spots from the existing pool parking lot, which would reduce the number of spaces to 138. Councilmember Monachella indicated that she liked the idea of all the team sports in one place but was concerned about the aesthetics of the pickleball courts near the entrance of the park. Director McCarthy remarked that putting the courts in the pool parking lot area results in them being much closer to the adjacent residential units and would create a noise issue.

Director McCarthy stated that while there is room at the CVAC, there are multiple infrastructure and construction issues. Also, pickleball is not so much a team sport and is typically played by older adults. If the goal is to provide access to Pickleball courts closer for the residents, then being down in the Valley is not the best option. There would be plenty of room for tournaments and clinics and plenty of parking on most days. Currently clinics are held at CVAC.

Councilmember Budoor agreed that it would be ideal to put some pickleball courts at Central Park. Director McCarthy stated that if the committee felt the only location to put courts in Central Park was in the parking lot then he would suggest they all be placed in CVAC because the park cannot afford to lose any parking, there is already a major lack of parking at Central Park.

Chairperson Mastorakos inquired how many acres were available at the Athletic Complex and how many acres would 6 pickleball courts take up. Director McCarthy stated 480 linear feet is what's drawn up in the current proposal. For six (6) courts the current proposal is using just about an acre of space including parking. The biggest issue is that we can't add water to the 33 acres unless an expensive water loop is added so players will have to go to the F Quad to use the restroom. Chairperson Mastorakos asked how the proposal of building pickleball courts would affect the possibility of building a cricket field in the future. Director McCarthy explained that one cricket field is about the size of two soccer fields. It is possible to fit both on the space and there would be no issue with parking except when there are major tournaments at the Complex.

Councilmember Budoor commented that there would also be no pavilion at the CVAC if pickleball courts were placed there and that was one of the issues brought up as to why they shouldn't be put at the proposed location in Central Park.

Chairperson Mastorakos inquired if there would be enough money to put them at the CVAC. Director McCarthy explained that there is currently \$300,000 allocated to put the pickleball courts in at Central Park. If the concept were to change to put them in at CVAC then there would be additional costs of shade structures but would save on the expense of the parking lot. Director McCarthy displayed an example of courts at Plumber Park where there were courts opposite each other with shade structures in the middle.

Chairperson Mastorakos discussed the issue of whether older adults would want to drive to the Athletic Complex and felt that those athletic enough to play the sport would be open to driving to the further away location.

Councilmember Hurt moved to put ten pickleball courts, fencing and shade structures in the 33 acres of the CVAC as close to restrooms and water as possible and if additional funding is needed then it should be considered. Councilmember Monachella seconded the motion. Councilmember Budoor commented that whatever the location ends up being, it should be done quickly as the city is behind many others in offering pickleball courts to residents. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Councilmember Monachella reiterated that we are not eliminating the option of courts at Central Park at a later date.

Agenda Item #3: Cricket Update

Director McCarthy explained that he was instructed to meet with Councilmember Budoor and they met at Dardenne Prairie where there are fields and also visited the field behind Barat Academy to better understand the layouts of fields. He spoke with the club about hours and usage. A cricket pitch uses the same space as 2 soccer fields which would cost \$125/hr. \$65/hr. is half the cost of what others pay for the same space. He is still collecting numbers for other fields around the country. Other places that have lower costs are not fields that would be considered up to Chesterfield standards.

Councilmember Budoor commented on fields' costs in Texas. Councilmember Hurt asked what is the typical usage times and how often the fields would sit unused? Councilmember Budoor stated that the academy wants one day a week from 5-9 p.m. and Saturday and Sunday from 9-5 p.m. Councilmember Hurt said his biggest concern is the un-used asset. Councilmember Mastorakos asked what it would take to make it viable. Director McCarthy stated that heavier use and structuring the cost so that it was equitable with other users such as CBSA and Ascension.

Agenda Item #4: Chesterfield Mall Senior Space – Vote Required

Director McCarthy explained that we have ARPA funding for a senior space at Chesterfield Mall. It is the same location as the previous St. Luke's vaccination site. There would be no rentor, but we would pay for utilities. Superintendent Kari Johnson negotiated a \$10,000 sponsorship from St. Luke's Hospital. Parks would move programs, speaker series, Bingo and other events to that space. It would remain there for at least two years, but would terminate concurrent with the loss of funding from ARPA.

Councilmember Hurt asked if any of these programs were currently ongoing. Director McCarthy explained that yes, the Bingo, speaker series and others are held now at other locations. After the term expires and the mall is under renovation Parks would reevaluate the need and see if there's somewhere else where this could be done. Councilmember Hurt had no concerns for the short term but expressed concerns about a future request for a community center and doesn't want to compete with the YMCA or the JCCA.

Other questions answered were regarding the service contract for the HVAC, utility bills, what amenities the budget encompassed, staffing, cleaning and signage.

Councilmember Mastorakos moved to present the Murphy Company maintenance agreement and the two-year lease agreement for the Chesterfield Mall senior space to council for approval so the contracts can be signed by the City Administrator with the understanding that it's covered for three years by ARPA funds. Chairperson Mastorakos seconded the motion. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #5: Unfinished Business

Chairperson Mastorakos highlighted what a great event the first annual tree lighting was and thanked Director McCarthy and his staff for all their efforts and appreciated the toy drive. Councilmember Hurt also praised the event and offered two comments for future thoughts. He felt the cost was high for the Candy Cane Hunt and run and would appreciate anything we could do to make it free for 10-year olds and younger. Another suggestion was additional hot chocolate booths. Director McCarthy assured them that this was addressed in a follow up meeting to evaluate the overall event among staff. Tents for volunteers for warmth and photos were also planned as well as shortening the event length.

Agenda Item #6: New Business

No new business.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Mastorakos adjourned the meeting at 6:53 p.m.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy
Date: 12/22/2021
Re: Chesterfield Mall Senior Space



The Parks, Recreation and Parks Committee of Council has recommended approval of the lease and maintenance agreements for the senior space at Chesterfield Mall. At the Parks, Recreation and Arts Committee of Council meeting on December 8, 2021 there was a bit of discussion and a few questions, but no real concern.

Councilmember Monachella moved to present the Murphy Company maintenance agreement and the two-year lease agreement for the Chesterfield Mall senior space to council for approval so the contracts can be signed by the City Administrator with the understanding that it's covered for three years by ARPA funds. Chairperson Mastorakos seconded the motion. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Attached is the memo that went to the committee and the draft meeting minutes.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy
Date: 11/30/2021
Re: Chesterfield Mall Senior Space



As you are aware, over the last year we have been working with Rick Echelmeyer on finding a space at the Chesterfield Mall that we can call home for our Senior Programs. The space we came up with at the Mall for the Senior Center is the space that was last used by St. Luke's for their COVID Vaccination Center. With the ARPA funds of \$165,000 to be spread out over the next three years (2022-2024), we now have the opportunity to afford the space at the Chesterfield Mall rent free for at least the next two years with the attached lease that City attorney Graville has reviewed and finds to be acceptable. This program is only funded through 2024 at which time the mall is likely to no longer be available and council can determine where or if it should be prioritized in funding.

Kari has also worked with St. Luke's for a \$10,000 sponsorship per year for the next two years to assist in helping defray some of the overall cost for the facility. The sponsorship funds will give St. Luke's some signage and programming opportunities in the space. With the rental space we will have to pay utilities and make some minor improvements. We have budgeted \$25,000 for utilities and an additional \$7,268 for a service agreement for preventive maintenance with the Murphy Company for the heating and cooling system. Barry Johnson worked closely with us and the Murphy Company to make sure the Preventive Maintenance services will be covered in the attached contract. Also attached you will find a budget sheet Kari has put together which goes over cost and revenues, a list of programs we currently run and some new programs that we will do at the new sight. Kari is also pretty confident she can develop additional sponsorship opportunities with some of the senior organizations and retirement communities in Chesterfield and the surrounding area to raise additional revenues.

The operations and staffing will be managed by Kari Johnson's staff. Day to day operations will be handled by our two Part Time Recreation Specialists working during the day at the facility when activities are happening. These Recreation Specialist jobs are geared toward senior programming, educational sessions and events. The full time Recreation Specialist will also be involved in programming the space and assisting in all aspects.

During the non-summer months, the Recreation Manager and Recreation Specialist (aquatics) will also be assisting at the facility and providing additional programming. The space will be utilized in the evenings and weekends on a case by case basis as staff will also have the ability to host additional programs for children, teens and

adults. For these events we will have Park, Recreation and Arts staff and Sports and Wellness staff in attendance.

With your approval I would like to move this forward to the Parks, Recreation & Arts Committee of Council and am requesting that they approve the license agreement with TSG and the service agreement with the Murphy Company. If the Parks, Recreation & Arts Committee of Council approves both items I would request that we move this on to the full Council for their approval on both items so you can sign the lease and service agreement. We can then start moving forward with a projected opening sometime in January of 2022.

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made as of the ____ day of December, 2021 by and between TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC, a Missouri limited liability company, the address for which is 2127 Innerbelt Business Center Drive, Suite 200, St. Louis, Missouri 63114 ("**Licensor**"), and the licensee identified below in this Agreement ("**Licensee**").

RECITALS

- A. Licensor is the owner of Chesterfield Mall located in Chesterfield, Missouri (the "**Shopping Center**").
- B. Licensee wishes to have the use of certain space in the Shopping Center, and Licensor is willing to provide such use to Licensee on the terms and conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Licensor and Licensee, intending to be legally bound hereby, agree as follows:

1. **Licensed Space.** Licensor hereby grants to Licensee a temporary license and to use that space in the Building described below (the "**Licensed Space**"), subject to the terms and conditions set forth in this Agreement. This license shall extend only to the Licensed Space and not to any other portion of the Building. Licensee has inspected the Licensed Space, accepts the same in its "as is" condition and acknowledges that the Licensed Space is adequate for Licensee's needs.

2. **Basic Terms:**

Licensee Entity Name: The City of Chesterfield
Trade (or d/b/a) Name: City of Chesterfield Parks, Recreation and Arts
Licensee Notice Address: 690 Chesterfield Parkway West
Chesterfield, MO 63017
Contact: Kari Johnson
Phone: 636-812-9504
E-mail Address: Kjohnson@chesterfield.mo.us

Licensee FEIN/SSN: _____

Licensed Space: Space # 579 SF: 20,350 (see Exhibit A)

Use: Recreational Center for the benefit of the Community

Commencement Date: January 1, 2022 Expiration Date: December 31, 2023

Monthly License Fee: \$0 – Community Event Value - \$5000 per month

Percentage License Fee: Yes No X % of Gross Sales > \$ _____ per month

Other Charges: Electric & Gas: Licensee to arrange and pay directly to suppliers by possession date anticipated on or about 12/1/21
(Ameren Missouri @ 800-552-7583 / Spire @ 800-887-4173)
Water/Sewer: \$.00 per month Fire Panel: \$.00 per month
Trash Removal: RWS Facility Services 610-358-3400

Security Deposit: \$ 0

Other Terms: Licensee will take possession December 1, 2021 with proof of insurance and executed agreement. Licensee will coordinate all occupancy requirements/permits for The City of Chesterfield, St. Louis County (Including Covid 19 Social Distancing Rules) and Monarch Fire District.

3. Use. Licensee will use the Licensed Space solely for the use described in Section 2 and for no other purpose whatsoever. Licensee shall not use the Licensed Space in any manner that interferes with the quiet enjoyment of any other licensee or occupant in the Building.

4. License Period. Licensee shall open and commence operation of its business in the Licensed Space on the Commencement Date set forth in Section 2 and shall close and cease operating its business on the Expiration Date set forth in Section 2 (the "*License Period*").

5. Monthly License Fees and Other Charges. The Monthly License Fees and any Other Charges set forth in Section 2 are payable in advance to Licensor on the first day of each month, except that if the Commencement Date begins or ends on a day which is not the first or last day of a month, such amounts for such month shall be prorated. All delinquent Monthly License Fees, Percentage License Fees (if applicable) or other charges or amounts due hereunder shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum amount permitted by law from the due date of such payment (the "*Late Payment Fees*") and shall be paid by Licensee to Licensor on demand. In addition, Licensee will be responsible for payment of all of Licensor's collection costs, including reasonable attorneys' fees. Payment of the Late Payment Fees shall not prejudice the rights of Licensor to pursue other remedies available under this Agreement, at law or in equity.

~~6. Percentage License Fees. Any Percentage License Fees set forth in Section 2 are payable no later than ten (10) days after the expiration of the then immediately preceding calendar month during the License Period. The term "Gross Sales" means the entire amount of the actual sales price, whether for cash or otherwise, of all merchandise or services sold, and all other receipts on account of business conducted in or from the Licensed Space (excluding sales tax). A "sale" shall occur when (i) the sale is reflected in Licensee's books and records, (ii) Licensee receives all or any portion of the sales price, or (iii) the applicable goods and services are delivered to a customer. Licensee shall prepare and keep at its primary business office full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of all Gross Sales from the Licensed Space. All records and books of account shall be available for examination and copying at its primary business office by Licensor upon twenty-four (24) hours' notice. Licensee shall furnish Licensor within fifteen (15) days after the end of each month during the License Period a complete written statement, in detail acceptable to Licensor and certified by Licensee to be true and correct, of Gross Sales during such month or partial month (not needed if there are no retail sales i.e. office user)~~

7. Security Deposit. If a Security Deposit is required under Section 2, such sum shall not be held in trust and shall not bear interest. The Security Deposit shall be returned to Licensee at the end of the License Period, provided that if Licensee is in default of this Agreement or if there has been damage to the Licensed Space (ordinary wear and tear excepted), the Security Deposit may be used to repair such damage or correct such default and, in such case, Licensee shall promptly restore that portion of the Security Deposit which has been so used. The Security Deposit shall not be used as the License Fee for the last month of the License Period.

8. Nature of License. No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Licensed Space, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement. Licensee shall have no recourse against Licensor's members, managers, partners, affiliates, agents, contractors, employees, invitees or other licensees for breach of contract under this Agreement or otherwise and none of the direct or indirect partners or members comprising the company which is the Licensor shall be liable hereunder for breach of contract or otherwise.

9. Utilities. Licensee shall be solely responsible for and promptly pay all charges for electricity and gas used or attributable to the Licensed Space. In addition, Licensee shall pay Licensor the amounts specified in Section 2 for such other utilities/services listed or described in such Section, together with the Monthly License Fees.

10. Care and Maintenance of Licensed Space. Licensee, at Licensee's expense, shall at all times: (a) keep the Licensed Space orderly, neat, safe, clean and free from rubbish and dirt and vermin and shall properly dispose of all trash, garbage and other solid waste generated within the Licensed Space; and (b) comply with all applicable federal, state and local laws, regulations, ordinances and all Building rules and requirements prescribed by Licensor. At the time of the expiration or sooner termination of the License Period, Licensee shall surrender the Licensed Space in good order, condition and repair, reasonable wear and tear, and damage by fire or other casualty excepted.

11. Alterations. Licensee shall make no alterations, installations, additions, or improvements in or to the Licensed Space or the Building without Licensor's prior written consent. Whether or not Licensor consents to any work by Licensee in connection with this Agreement or Licensee's occupancy of the Licensed Space, Licensee shall not permit any mechanic's lien to be filed against the Licensed Space by reason of any work, labor, services, or materials performed at or furnished to the Licensed Space or Licensee.

12. Assignment, Transfer or Sublicensing. Licensee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign or transfer this Agreement or any rights hereunder, nor may Licensee sublicense any portion of the Licensed Space or its obligations under this Agreement, and any attempt to do so shall be void and of no legal effect.

13. Signs. No sign, advertisement or notice shall be inscribed, painted, placed or displayed on any part of the Licensed Space or the Building without Licensor's prior written consent.

14. Default. If Licensee fails to observe or perform any of its obligations under this Agreement, then Licensee shall be in default hereunder, and, in addition to the rights and remedies available to Licensor elsewhere under this Agreement or at law or equity, Licensor may, at its option, exercise one or more of the following remedies: (a) declare this Agreement terminated and the license granted hereunder ended (in which event this Agreement and such license shall expire, cease and terminate and Licensee shall vacate and surrender the Licensed Space to Licensor within five (5) days of written notice, but shall remain liable for all obligations arising during the balance of the original stated License Period as hereinafter provided as if this Agreement had remained in full force and effect) and Licensor shall have the right to bring proceedings to recover possession from Licensee holding over; (b) obtain specific performance of the covenants and obligations of Licensee under this Agreement; or (c) perform such obligation on behalf of Licensee in which event the costs and expenses paid or incurred by Licensor in performing Licensee's obligations shall be immediately due and payable to Licensor following receipt of Licensor's invoice. In addition, Licensor shall be entitled to immediately recover from Licensee an amount equal to all of the costs and expenses (including, without limitation, reasonable attorneys' fees) paid or incurred by Licensor as a result of Licensee's default under this Agreement.

15. Expiration or Termination: Holding Over. Upon expiration of the License Period or termination of this Agreement, Licensee shall remove all persons and items of its property from the Licensed Space and shall vacate the Building. In the event Licensee remains in the Licensed Space after the Expiration Date or the earlier termination of this Agreement, Licensee will be considered to be "holding over." During the holdover period, the Monthly License Fee shall be one hundred fifty percent (150%) of the Monthly License Fee in effect during the last month of the License Period, and all other charges and amounts owed under this Agreement shall be the same as in effect during the last month of the License Period, all of which shall be payable on the applicable due dates. Any holding over by Licensee after expiration or termination of this Agreement without Licensor's prior written consent shall entitle Licensor at its option to re-enter the Licensed Space as Licensor deems necessary. Anything in this Section to the contrary notwithstanding, the acceptance of any license fees, charges or other amounts paid by Licensee pursuant to this Section shall not preclude Licensor from commencing and prosecuting a holdover or summary eviction proceeding. Nothing contained in this Section shall: (a) imply any right of Licensee to remain in the Licensed Space after the expiration or termination of this Agreement without the execution of a new license agreement or modification of this Agreement; (b) imply any obligation of Licensor to grant a new license agreement; or (c) be construed to limit any right or remedy that Licensor has against Licensee as a holdover occupant or trespasser.

16. Jury Waiver. Licensors and Licensee waive their right to trial by jury, including any rights to an advisory jury, in any action, proceeding, or counterclaim (a) brought by either Licensee or Licensors against the other party hereto, with respect to any issue or defense raised therein; and (b) on any matters whatsoever arising out of, or in any way connected with (i) this Agreement, (ii) the relationship of Licensee and Licensors, (iii) Licensee's use and occupancy of the Licensed Space, and/or (iv) Licensors's responsibilities with respect to the Building, including without limitation, summary proceedings and possession actions, and any emergency statutory or other statutory remedies.

17. Insurance. Licensee shall maintain the following insurance policies from and after the date on which the Licensed Space are available to Licensee, and continuing during the License Period: (a) commercial general liability on an occurrence basis with a minimum limit of One Million Dollars (\$1,000,000.00) per claims made and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage, such policy to include product liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00); (b) property insurance, including theft coverage, which insures Licensee's merchandise, fixtures, furnishings, equipment and all other items of personal property in an amount not less than one hundred percent (100%) of their full replacement cost; (c) workers compensation as required by law, with statutory limits for Missouri. The general liability policy shall designate Licensors (TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC) and its property manager, Staenberg Group, Inc. (STAENBERG GROUP, INC. DBA TSG PROPERTIES), and all other parties in interest designated by Licensors, as an additional insured. The certificate holder box needs to be: TSG Downtown Chesterfield Redevelopment, LLC. Attention: Risk Management C/O Staenberg Group, Inc. 2127 Innerbelt Business Center Drive Suite #200 St. Louis, MO 63114. Licensee shall provide Licensors with a certificate of insurance prior to taking possession of the Licensed Space, such certificate to evidence that all of the insurance policies required under this section are in effect, and that the required policies will not be cancelled without at least thirty (30) days advance notice to Licensors.

18. Notices. All notices, demands, requests or other instruments which may be or are required to be given hereunder, if sent to Licensors or Licensee by overnight mail service such as FedEx, UPS, etc., to the address set forth on the first page of this Agreement, or if to Licensee only, via hand delivery to the Licensed Space, shall be deemed to have been delivered on the date of receipt or refusal thereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to choice or conflict of laws rules.

20. General Provisions. This Agreement is and shall be considered to be the only agreement between the parties hereto relating to the subject matter hereof. All prior negotiations, representations and agreements between the parties are merged herein. This Agreement may be amended or modified only by written instrument executed by both Licensors and Licensee. This Agreement shall not be binding and or effective until signed by both Licensors and Licensee. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement. The counterparts of this Agreement may be executed and delivered by email or other electronic transmission, by any of the parties, to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means, as if the original had been received. Licensee has not relied upon any representation of Licensors or its agents, other than any items contained in this Agreement as an inducement to enter into this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed and delivered this Agreement as of the date first above written.

LICENSOR:

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By: _____
Michael H. Staenberg, Manager

LICENSEE:

THE CITY OF CHESTERFIELD

By: _____

Print Name: _____

Title: _____

UPPER LEVEL

3 LEVELS
macy's

[illegible]

THE CITY OF
CHESTERFIELD
#579 20.350 SF

THE
JAMES
CLARK MCKELVAY

10 PARK ST. APTS
2 LEVELS
1674X51



THE CITY OF
CHICAGO
#579 2035051



1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

**PROPOSAL
2022Q6877**

**SERVICE AGREEMENT FOR
PREVENTATIVE MAINTENANCE
BETWEEN MURPHY COMPANY AND**

**City of Chesterfield
690 Chesterfield Parkway West
Chesterfield MO 63017**

CONTACT: Mr. Barry Johnson

FOR THE PROPERTY

**Chesterfield Mall
291 Chesterfield Center
Chesterfield MO 63017**

General Terms and Conditions

1. This proposal is in effect for a period of 30 days.
2. Acceptance of this proposal shall in no way bind Murphy Company to make corrections, replacements or repairs necessitated by Customer's improper operation or misuse of the equipment or systems, or by faulty design of the equipment or systems.
3. All work is to be completed during normal working hours, 7:00 a.m.-3:30 P.M., Monday through Friday, excluding holidays, unless otherwise noted.
4. Murphy Company's liability for injury to persons or damage to property shall be limited to the extent such injury or damage is caused by its direct negligence. Murphy Company shall not be liable for any damage or loss to Customer resulting from business interruptions, inconvenience, loss of profits or special, indirect or consequential damages. However, nothing contained in this paragraph shall be deemed to release Murphy Company from the performance of its services and obligations under this agreement.
5. Murphy Company's scope of work does not include identification, removal, handling, installation, or treatment of any toxic or hazardous materials or substances including, but not limited to, asbestos and PCBs. Should any such materials or substances be within or near the areas of the work, the Owner or General Contractor agrees to immediately warn and identify the same to Murphy Company personnel. Should any such material or substances be encountered in the performance of work, Murphy Company may suspend work until others employed by the Owner or General Contractor remove the same and certify in writing to Murphy Company that the premises are free of the same and direct Murphy Company to return to work. Murphy Company shall be issued a change order and paid all reasonable suspension-of-work costs attributable to such suspension of work and allowed equitable extension of contract performance time. The Owner or General Contractor shall indemnify Murphy Company from any damage that results from the presence of any toxic or hazardous materials or substances.
6. This proposal will become a contract between Murphy Company and Customer if acceptable by Customer and thereafter approved in writing by an authorized Murphy Company representative.
7. Murphy Company shall not be liable for damages in the event of delivery or installation delays, which are due to causes beyond the control of Murphy Company.
8. During installation, Murphy Company will take all reasonable precautions to protect persons and property. Customer is responsible for property, casualty, and general liability insurance on its property.
9. Title to any equipment installed in connection with this project remains with Murphy Company until all payments have been received. Payment terms are net 30 days and a service charge of 1.5% per month on all past due accounts.
10. Murphy Company agrees to replace any workmanship, which is determined to be defective within 30 day of substantial completion of the project. Murphy Company will also warrant parts and materials only to the extent of the manufacturer's warranty.



INSPECTION CONTRACT

Under this contract Murphy will regularly inspect the Covered Equipment 4 times per year, and

on each inspection perform all services per the attached inspection list(s), and furnish Customer with a copy of the Preventative Maintenance Report showing what service was performed and indicating what repairs, if any, are necessary or advisable.

SCHEDULE OF SERVICES

Filter Replacement:	Included	<u>X</u>	Not Included	<u> </u>	Quarterly
Belt Replacement:	Included	<u>X</u>	Not Included	<u> </u>	Once Annually
Condenser Coil Cleaning:	Included	<u>X</u>	Not Included	<u> </u>	Twice Annually

EQUIPMENT LIST

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

EXCLUSIONS

We shall not be liable for any damages caused by obsolescence or Acts of God, or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the term of this Agreement, except for personal injuries to service personnel caused by maintenance and servicing procedures.

SCOPE OF SERVICE

Murphy Company (hereafter referred to as "Murphy") and City of Chesterfield (hereafter referred to as "Customer") agree Preventative Maintenance Services, will be provided by Murphy at the Customer's facility. This Service Agreement, the Equipment List, General Terms and Conditions, and any inspection checklists attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Murphy.

TERM/AUTOMATIC RENEWAL

This Agreement takes effect on 01/01/22 and will continue through 12/31/22 ("Original Term").

The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Original Term ends, unless the Customer or Murphy gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term, or of any renewal period, to prevent the automatic renewal. Murphy will provide Customer with notice of any adjustments to the Price and Payment Terms of this Agreement applicable to a renewal period no later than sixty (60) days prior to the commencement of such renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price shall be the price for the renewal period.

TERMINATION

Murphy and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to Murphy for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

PRICE AND PAYMENT TERMS

The total Contract Price for Murphy's Services during the 1st year of the Original Term is: \$ 7,268.00
and will be payable as follows: \$1,817.00 Quarterly All payments will be due and payable
within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to Murphy's obligation to perform its Services. A penalty of one and one half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. If paying by credit card, a 3% processing fee will be charged.

Type of Contract Inspection
Details of which are listed on Page 1.

Customer Acceptance: Company _____
Date _____ by _____
Title _____

Murphy Approval: Company Murphy Company
Date 11/22/21 by Al Shields
Al Shields
Title Service Account Manager

Chesterfield Mall Space Budget

Expense	Month	Year		
Space Rental	\$ -	\$ -		
Utilities		\$ 25,000.00		
Permits		\$ 500.00		
Operational				
Staff	use of current staff -each work their event - as we grow - this could change			
IT	\$ 3,000.00	\$ 3,000.00		
Janitorial	\$ 2,000.00	\$ 2,000.00		
FF&E		\$ 10,000.00		
Chairs	\$ 150.00	\$ 3,300.00		
Tables	\$ 13.00	\$ 1,300.00	6 round current - add 13 - 8' tables	
Amenities		\$ 10,000.00		
Fire extinguishers		\$ 300.00		
Repairs		\$ 5,000.00		
HVAC		\$ 7,268.00		
Coping		\$ 750.00		
Total		\$ 68,418.00		
Revenue				
Sponsors				
ARPA		\$ 55,000.00		
St Lukes		\$ 10,000.00		
Potential Sponsors	will be sought after lease is signed	\$ 1,500.00		
Small buisnesses	TBD			
Programs				
Family Bingo		\$ 150.00		
educational seminars				
Camps	outside of summer camp	\$ 3,000.00		
Daddy/Daughter	\$	\$ 250.00		
Bfast/lunch with santa	\$	\$ 250.00		
Senior Sampler	\$	\$ 500.00		
Fitness PRG	\$	\$ 1,000.00		
Senior / teen Movies	\$	\$ 500.00		
Senior Bingo	24 bingo - avg 80 at \$5	\$ 9,600.00		
Community CPR		\$ 500.00		
Misc Programs		\$ 2,500.00		
Total		\$ 84,750.00		

Chesterfield Mall Space – 2 years

Programs Current at City Hall

- Bingo – twice a month
- Educational series – twice a week
- Environmental programs
- CPR / AED classes
- Pickleball
- St Luke's Program offerings –1 to 2 a month. To include but not limited to educational classes (nutrition, stress management, aging in place, cardiac, sleep); health screenings (BP, glucose/A1C, grip strength, biometrics); ask the expert sessions from our various service line providers; fitness classes (yoga, strength, mobility, fall prevention)

Program Opportunities

- \$ Fitness classes for seniors and adults
 - Yoga, Zumba, Tai Chi, dance, etc.
- \$ Summer camp during inclement weather
- Teen Center
- \$ Additional camps during Holidays, spring breaks, specialty camps, etc.
- Gathering for seniors, board games
- reading clubs,
- Walking Clubs
- Card Game – Bridge, spades
- \$ Additional youth programs
- Testing/talks
- \$ Daddy/Daughter dance
- \$ Mother/Son day
- \$ Fort Nerf wars
- Movies
- \$ Birthday-day parties
- \$ Rental of space
- \$ Add pickleball clinics
- Outdoor recreation seminars
- \$ Archery clinics
- Additional LOAP Opportunities
- \$ Senior Movies
- Move Senior Sampler to the space
- Partner with Macy's
- \$ Additional Vendor Fairs
- \$ Art Classes
- \$ Music Classes
- Event Registration
- \$ Breakfast or pizza with Santa
- Art Classes
- Art Museum (someone in mind)
- Coffee Talks
- Happy Hours

Revenue Sources

- Program sponsorships
- Program Registration Fees

20,000 sq ft (H&M) – second floor -4 rooms + big entry, office, storage, lockers, bathrooms, kitchen area– ability to run multiple programs at once.



1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

PROPOSAL
2022Q6877

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PREVENTATIVE MAINTENANCE
BETWEEN MURPHY COMPANY AND

City of Chesterfield
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CONTACT: Mr. Barry Johnson

FOR THE PROPERTY

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Type of Contract	Inspection Details of which are listed on Page 1.
------------------	--

Customer Acceptance: _____
 Date _____ by _____
 Title _____

Murphy Approval: _____ Company Murphy Company
 Date 11/22/21 by Al Shields

 Al Shields

 Title Service Account Manager

Memorandum



To: Mike Geisel, City Administrator
From: Tom McCarthy
Director of Parks, Recreation and Arts
Date: 12/22/2021
Re: Pickleball Court Recommendation

The Parks, Recreation and Arts Committee recommended that the pickleball courts budgeted in 2022 be constructed on the undeveloped 32 acre site at the east end of the CVAC. The recommendation came after more than an hour discussion and debate at our meeting. The recommendation that came out of the Parks, Recreation and Arts Committee of Council meeting on December 8, 2021 was as follows.

Councilmember Hurt moved to put ten pickleball courts, fencing and shade structures on the 33 acres of the CVAC as close to restrooms and water as possible and if additional funding is needed then it should be considered. Councilmember Monachella seconded the motion. Councilmember Budoor commented that whatever the location ends up being, it should be done quickly as the city is behind many others in offering pickleball courts to residents. There being no further discussion, the motion was passed by a voice vote of 4 to 0.

After this meeting, several development issues were identified by City Engineer\Director of Public Works Jim Eckrich, that I was previously unaware of. However, the Committee did discuss the inability to extend potable water and sanitary sewerage, but I was completely unaware of the sand berm, need for fill dirt and several other major issues that seems to make the property east of the F quad parking lot not viable based on Jim Eckrich's memo titled Location of Pickleball Courts on December 16, 2021. We have also received considerable input, mostly by e-mail about the proposed location.

Additional information; the memo that started the Pickleball location discussion in Central Park, and the draft meeting results from our meeting on December 8, 2021 are attached.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy
Director of Parks, Recreation and Arts
Date: 12/2/2021
Re: Central Park Pickleball Court Location Discussion



Attached is information to help in the discussion of finding a home for the six pickleball courts that are to be installed in Central Park, which are funded by the ARPA money and part of the updated Central Park Master Plan. I have attached the Central Park conceptual layout that was provided at our last Parks, Recreation and Arts Committee of Council meeting on October 27 for your review with some additional information to help in the conversation. Attached you will find the updated layout of the courts and some additional pictures of traditional pickleball courts to help in the discussion. There were three other locations mentioned.

- One (1) was the pool parking lot, which would reduce the parking in the main parking for the pool, pavilions and playground by fifty spaces leaving us with only 138 spaces for parking.
- The second spot (2) was the green space between the two pavilions, south of the parking lot and just north of the playground. This space is actually not large enough for the six pickleball courts.
- The third (3) space which was mentioned was southwest of the pool maintenance house. There are several issues here; building on a hill is tough, no parking or restrooms nearby.



- KEY**
- ENTERTAINMENT PLAZA AREA
 - ICONIC PAVILION / SHADE STRUCTURE
 - MAIN REINFORCED EVENT LAWN / OPEN TURF
 - KEY ENTRANCE PLAZAS
 - CENTRAL CIRCULATION SPINE / PLAZA
 - POTENTIAL STAGE SETUP LOCATION
 - SLOPED / TERRACED SEATING LAWN
 - STREET BUILDOUT, VENDOR / EVENT STAGING
 - EXISTING STREET / CIRCULATION MAINTAINED
 - REMOVE EXISTING STREET CONNECTION
 - OVERLOOK PLAZA / PERGOLA
 - POTENTIAL FUTURE PARKING
 - ACCESSIBLE PARKING
 - ENTRY SCULPTURE / FEATURE
 - SCULPTURE / ARTWORK INCORPORATION
 - PICKLEBALL COURTS (6 TOTAL)



There is one other item that we need to discuss and that is the fencing around the courts. On all the courts around town and across the country black vinyl coated fencing is preferred which prevents the balls from leaving the court space and has a pretty good visual appeal at a reasonable cost versus an aluminum five-foot picket fence that would also require a mesh or net to keep the balls in the court. This would be a maintenance concern, yearly cost and have more of a wall look around the courts. With the traditional black vinyl fence we would put in landscaping to surround the perimeter of the courts to enhance the park setting using trees and bushes. I was unable to find any courts in town that use a picket fence around courts. Below are the two cost comparisons for the two styles of fencing.

5' Black Vinyl Coated Fencing 480'	\$22,000
5' Black Aluminum Picket Fencing with netting 480'	\$45,000
(netting would need to be replaced every other year. Current cost for netting is \$5,000)	



Des Peres Pickle ball courts at the main entrance to their City Park where City Hall is located off Manchester Road. Black vinyl fencing



Manchester Parks and Recreation Pickleball courts in the main park at the entrance with black vinyl fencing.



Kings Point with vinyl fencing

Mike Geisel

From: Mike Geisel
Sent: Tuesday, December 21, 2021 1:56 PM
To: Aaron Wahl; Barbara McGuinness; Bob Nation; Chris Graville; Dan Hurt; Gary Budoor; Mary Ann Mastorakos; Mary Monachella; Michael Moore; Mike Geisel; Tom DeCampi
Cc: Executive Staff; Molly Taylor (MTaylor@chesterfield.mo.us)
Subject: FW: Pickleball courts
Attachments: 2021.12.15 Pickleball Courts.pdf

Mayor and City Council:

At the last Parks, Recreation and Arts Committee, the committee made a unanimous recommendation as follows:

Councilmember Hurt moved to put ten pickleball courts, fencing and shade structures in the 33 acres of the CVAC as close to restrooms and water as possible and if additional funding is needed then it should be considered. Councilmember Monachella seconded the motion. Councilmember Budoor commented that whatever the location ends up being, it should be done quickly as the city is behind many others in offering pickleball courts to residents. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Unfortunately, no proposals to construct or develop the 33 acre (32 acre) site were reviewed or investigated prior to that meeting. In spite of years of conversations about the lack of existence and inadequacy of infrastructure on North Outer 40, as well as calendar, regulatory, and cost difficulties associated with developing this site, we believe the recommendation was approved without full and complete information.

Please see the attached information drafted by City Engineer\Director of Public Works Jim Eckrich specifically relative to use of the 32 acre site east of the CVAC. Development will be neither timely, nor less expensive.

This PR&A recommendation will appear on the January 4th Council agenda as a recommendation coming out of the PR&A Committee. Staff is willing to provide any additional analysis, information, or respond to other requests. It is imperative that we provide you with full and complete information in order for you to determine what course of action you want to pursue.

If there is concern about these comments that Jim has identified, it may be desirable to hire a third party to complete a full site evaluation to verify the information that staff has provided. Having personally experienced the history of this site and development of the rest of the CVAC, I concur 100% with the comments provided by Mr. Eckrich. The 32 acre site is certainly not the path of least resistance, least cost, or most time effective.

Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

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

DATE: December 16, 2021

RE: Location of Pickleball Courts

It has come to my attention that the Parks, Recreation and Arts Committee of City Council (PRA) has recently recommended that the pickleball courts budgeted for 2022 be constructed on the vacant City-owned property located at the east end of the Chesterfield Valley Athletic Complex (CVAC). It is my understanding that this decision was made under the presumption that it would be quicker, easier and more cost effective to construct pickleball courts on this undeveloped 32-acre parcel. While I do not purport to be an expert in pickleball, I do believe it is my responsibility as the City Engineer to advise City Council on the drawbacks and difficulties of the use of this site, designated below with a red triangle.



In the past the City Staff has trumpeted the lack of infrastructure on the west end of North Outer 40, and the impacts this has on the use and marketability of the land in that area. Most people do not recognize this, as they only see a thriving sports complex serving over a million people each year. While the CVAC is indeed a premier

sports facility, it is served by a “hodge-podge” of water and sewer facilities. Additionally, its proximity to the Monarch-Chesterfield Levee (Levee) caused a number of difficulties during its development and continues to be a challenge related to certain operational components of the facility.

Instead of speaking in generalities, I am going to attempt to specifically delineate the challenges of this parcel and explain why this parcel may not be the best choice, economically or practically, for pickleball courts.

Drainage

Within the Chesterfield Valley Stormwater Master Plan, the CVAC property is intended to drain from west to east, ultimately draining to Pump Station 4 near Long Road, where it is pumped north of the levee towards the Missouri River.

Unfortunately, the drainage improvements along North Outer 40 have never been constructed. Instead, storm water that falls on the eastern portion of the CVAC, including the Admin Building and F Quad, has been redirected to an interim pump station located at the CVAC. *This results in substantial water ponding within and adjacent to the undeveloped parcel.* That water physically cannot drain to the west (with the other CVAC drainage) and there is no infrastructure to allow it to drain to the east as intended. Constructing the necessary drainage ditches would cost an estimated \$3.4 million. The cost is much higher if a more practical (from a land use perspective) and visually appealing piping system is used instead of drainage ditches.

In addition to these problems associated with water draining from the site, it is important to note that storm water also does not drain within the site. In order to prepare the site for development, a substantial amount of fill would be needed to accommodate interior site drainage from north to south. This filling operation would not only be expensive, but it would be logistically difficult due to the proximity of the Levee. When the adjacent CVAC site was developed by the City for the F athletic fields, almost 125,000 cubic yards of fill material was added. That volume of placed fill material, if available, would cost an estimated \$2 million today.

Sanitary Sewer

The distance from the center of the 32-acre parcel to the restrooms at the F Quad is approximately 920 feet “as the crow flies.” There is no infrastructure (sidewalk) on the undeveloped parcel that would lead users to the F Quad restroom. It is possible to construct a sidewalk, but I am not certain that users would find these restrooms close enough, and the pickleball courts cannot be moved to the far north of the property due to the Levee and the existing sand berm (see below).

It is important to understand that currently it is not advisable to extend sanitary sewer facilities from the CVAC to this parcel. The entire CVAC is served by a small single public pump station that was originally designed for only the A and B fields. That system has been extended and “daisy-chained” multiple times to serve the C, D, E, and F complexes in addition to the Parks Maintenance and Parks Administration

buildings. This sewer system is likely over-capacity and would certainly need to be analyzed before being extended any farther. Accordingly, if pickleball courts were pursued on this parcel I do not believe any kind of additional restroom or sewer facilities could be constructed without at least performing a detailed engineering analysis.

As an aside I remain concerned about the long-term viability of the existing sanitary sewer system and pump stations at the CVAC. The City's Engineering Staff will be looking into this further to determine the remaining life of the existing sewer system and what can / should be done to ensure the sewer system functions properly in the future as we host over a million people annually at the CVAC.

Potable Water

The existing water supply system for the CVAC does not provide adequate flow or pressure to allow its extension to serve the undeveloped 32-acre parcel. As you know, the CVAC is serviced by a dead end twelve-inch water main, which is fed from an eight-inch water main on Goddard south of Interstate 64. This is a very poor design, as a smaller (eight inch) water main should never be used to feed a larger (twelve inch) dead end water main. In the case of the CVAC the site was designed to be fed by a "looped" twelve-inch water main, with connections at Goddard and Long Road. "Looping" the water main provides many benefits, including additional flow, higher pressure, and redundancy when water main breaks occur. However, when the City constructed the twelve-inch water line across the original CVAC properties, it was never looped/connected to the east. Until the twelve-inch main is extended and "looped", there is an inadequate potable water supply for fire protection and domestic uses at the CVAC. The water service certainly should not be extended to serve another portion of the property, specifically the undeveloped 32-acre parcel. This means that it would not be an option to add water fountains, irrigation, structures requiring "fire flow" or other water features in that area. The estimated cost of extending and "looping" the twelve-inch water line is \$1.2 million.

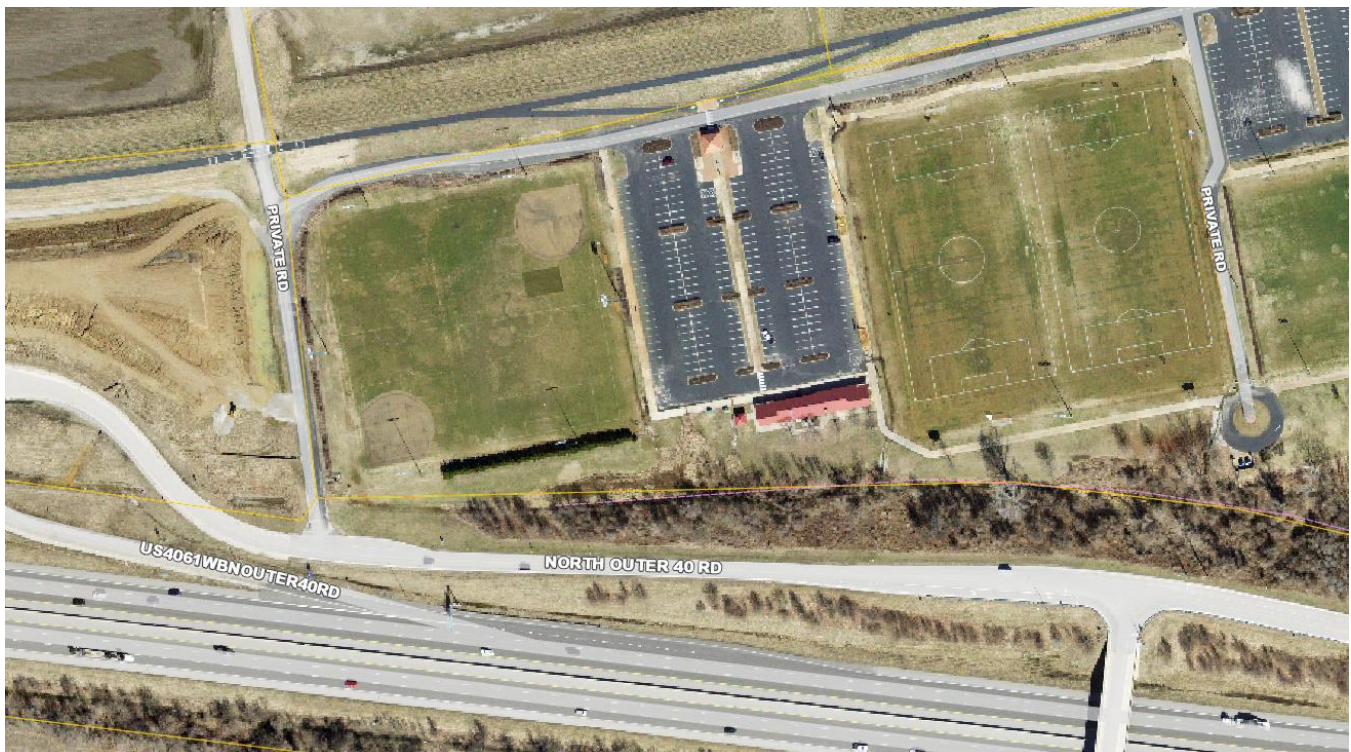
Regulatory

Perhaps the biggest hurdle to the use of the 32-acre undeveloped parcel is the regulatory requirements the City would encounter. The 32-acre site is encumbered by both a levee easement and a sand berm easement. As with all properties immediately adjacent to the Levee (including all previous development at the CVAC), any physical disturbance (fill, excavation, grading, construction) will require outside engineering analysis and Corp of Engineers review. Because the pickleball courts would likely encroach upon the sand berm, a 408 permit would be required from the Corp of Engineers. Submittal of a 408 permit is a significant endeavor which will require a full under-seepage analysis. In order to secure a 408 permit the City would need to obtain the services of a qualified engineering consultant. A 408 permit would likely take more than one year to acquire.

As the 32-acre site is currently undeveloped, the construction of pickleball courts and related amenities would likely cause MSD to require water quality components. Depending on what is required, these can be extraordinarily difficult to implement in Chesterfield Valley. Immediately adjacent to this site are two water quality basins that have caused the City myriad problems, including the need for complete reconstruction in 2015.

It is my understanding that the Council previously favored construction of pickleball courts in Central Park. That area is generally considered “pad ready” and construction of courts in that area would not cause the problems we would encounter by attempting to develop the site at the east end of the CVAC. That said, I understand there are other problems associated with the Central Park site which have necessitated the City Staff and Council to look for other viable options.

I have consulted with the Director of Parks, Recreation, and Arts, and there may be another option worth considering. The west end of the CVAC contains the A concession stand and restroom. Just north of that concession stand is a parking lot. The southern portion of that lot could relatively easily be converted to pickleball courts. This area is advantageous because it is located immediately next to shade and restrooms. The loss of parking is not ideal, but could potentially be offset by a parking lot addition west of the entrance road. Although the property west of the access road is not owned by the City, it may be worth pursuing an easement or parking agreement with that property owner. If the City Council is determined to pursue pickleball courts at the CVAC, it is my recommendation that they authorize the Parks, Recreation, and Arts Director to further study this potential location, including additional work required and cost estimates.



Please note that construction of a parking lot west of the access road does involve many of the same regulatory problems as the construction of the pickleball courts. That said, the timing of the construction of the parking lots is, as I understand it, not as critical as the need for the pickleball courts. The conversion of the existing parking lot near the A pavilion to pickleball courts would be much quicker due to existing infrastructure and the fact that that area is already developed. An additional parking lot west of the access road could be added later as we work through any easement and regulatory issues, all the while residents would be enjoying new pickleball courts.

I hope this memorandum is useful to you and the City Council. My intent is not to be an obstructionist, but to help delineate the obstacles at the 32-acre undeveloped site. Hopefully I have done that, as well as offering another viable alternative. If you have questions or need additional information, please let me know.

CVAC Pickleball

Legend

CVAC A-3 CVAC A-3

Google Earth



100 ft



PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Wahl

There are no Public Health and Safety Committee action items scheduled on the agenda for this meeting.

NEXT MEETING

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Monday's meeting.

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

Liquor License Request – Ace Beverage, LLC DBA Barrel Blends (17541 Chesterfield Airport Road) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premises, and Sunday sales. **(Voice Vote Required)**

OTHER LEGISLATION

There is no “Other Business” scheduled for action at this meeting.

UNFINISHED BUSINESS

There is no “Unfinished Business” scheduled for action at this meeting.

NEW BUSINESS



MEMORANDUM

DATE: December 28, 2021

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros
Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – ACE BEVERAGE, LLC dba BARREL BLENDS**

BARREL BLENDS – 17541 Chesterfield Airport Road ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

Mr. Dharmesh Sharma is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Tuesday, January 18, 2022 City Council meeting, I will immediately issue this license.