



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 3, 2025
7:00 PM

- I. CALL TO ORDER** - Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** - Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** - Mayor Bob Nation
- IV. ROLL CALL** - City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** - Mayor Bob Nation
 - A. City Council Meeting Minutes - February 3, 2025**
 - B. Special Executive Session Meeting Minutes - February 10, 2025**
- VI. INTRODUCTORY REMARKS** - Mayor Bob Nation
 - A. Thursday, March 6, 2025 – Planning & Public Works (5:30pm)**
 - B. Tuesday, March 11, 2025 – Parks, Recreation & Arts (5:30pm)**
 - C. Monday, March 17, 2025 – City Council (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS** - Mayor Bob Nation
- VIII. APPOINTMENTS** - Mayor Bob Nation
 - A. Proposed Resolution 503 – Prosecuting Attorney Reappointment – Tim Engelmeyer** – A resolution of the City of Chesterfield, Missouri re-appointing Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC for a four-year term as the Prosecuting Attorney for the City of Chesterfield effective June 7, 2025. **(Voice Vote)**
 - B. Proposed Resolution 504 – Municipal Judge Reappointment– Mark Gaertner** – A Resolution of the City of Chesterfield, Missouri, re-

appointing Mark J. Gaertner for a four-year term as the municipal judge for the City of Chesterfield effective June 11, 2025. **(Voice Vote)**

C. Statutory Committee Re-Appointments – Architectural Review Board (Voice Vote)

- Kristopher Mertens
- Susan Lew

IX. COUNCIL COMMITTEE REPORTS

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

1. **Proposed Bill No. 3322 – P.Z. 01-2025 City of Chesterfield (Unified Development Code – Article 3):** An ordinance of the City of Chesterfield Amending Section 405.03.050 Overlay Districts and Zoning Procedures of the Municipal Code pertaining to Landmark and Preservation Area (LPA) and Chesterfield Historic (H) Designation.
(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.
2. **Proposed Bill No. 3323 – Spire Easement – Meditation Park:** An ordinance pertaining to Spire at W.F. Dierberg Meditation Park (13703 Olive Boulevard) in the City of Chesterfield.
(First Reading) Planning & Public Works Committee recommends approval.
3. **Proposed Bill No. 3324 – Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:** An ordinance amending the Traffic Generation Assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri.
(First Reading) Planning & Public Works Committee recommends approval.
4. **Next Meeting – March 6, 2025 (5:30pm)**

B. Finance and Administration Committee – Chairperson Barb

McGuinness, Ward I

1. **Destruction of Records (Voice Vote)**
2. **Policy Update – Use of Personal Vehicles (Voice Vote)**
3. **Next Meeting – not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

1. **Next Meeting – March 11, 2025 (5:30pm)**

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

1. **PH&S met on Monday, 2/24/2025. Action items from that meeting will appear on the next agenda for City Council on 3/17/2025.**
2. **Next Meeting – not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR - Mike Geisel

A. Excess Check Report – January 2025

B. Budget Transfer Request – Request approval to transfer \$5,500 from the General Fund – Fund Reserves to the General Fund, Central Services account (011-036-5225) to support the planning and hosting of an event that publicly recognizes community contributions and civic service. (Roll Call Vote)

C. Bid Recommendation – Aquatic Center Painting Project – Recommendation for the City Administrator to accept the lowest qualified bid for the painting of the competition pool and locker room floors in the amount of \$38,385 as submitted Bazan. (Roll Call Vote) Department of Parks, Recreation and Arts recommends approval.

D. Proposed Resolution 505 – Paint Recycling Program – A resolution of the Chesterfield City Council endorsing Saint Louis County's Grant Program for the City's waste reduction efforts. (Roll Call Vote) Department of Parks, Recreation and Arts recommends approval.

E. Bid Recommendation – 2025 Pathway on the Parkway Design Services -

Recommendation to authorize the City Administrator to execute a contract with Volkert Incorporated in an amount not to exceed \$439,000 and to authorize a 2025 expenditure not to exceed the budgeted value of \$255,000 for design services. The \$439,000 contract includes \$248,107 for design services, \$183,200 for construction engineering services, and a modest contingency to account for additional work for change orders. The construction services portion of the contract will be included in future year budgets. **(Roll Call Vote)**

F. Bid Recommendation – 2025 Sidewalk Leveling Project -

Recommendation to accept the sole bid submitted, from Lift Right Inc. and to authorize the City Administrator to enter into an agreement with Lift Rite Incorporated in an amount not to exceed \$100,000. **(Roll Call Vote)**

G. Bid Recommendation – 2025 Sidewalk Project A - Recommendation to accept the low bid, as submitted by SIC Concrete, and to authorize the City Administrator to enter into an agreement with SIC Concrete in an amount not to exceed the budgeted amount of \$300,000. **(Roll Call Vote)**

H. Bid Recommendation – 2025 Sidewalk Project B - Recommendation to accept the low bid for the 2025 Sidewalk Project B, submitted by M&H Concrete and to authorize the City Administrator to enter into an Agreement with M&H Concrete in the amount not to exceed \$300,000. All work will be completed using existing budgeted funding within Account 120-079-5497. **(Roll Call Vote) Department of Public Works recommends approval.**

I. Bid Recommendation & Budget Amendment – 2025 Citizen – Authorize the City Administrator to contract with Swift Print Communications for production of the 2025 Citizen Newsletters at an estimated cost of \$84,299, and authorize a budget transfer of \$19,020 from the General Fund – Fund Reserves due to increases in printing, postage, and incorporation of a pull-out calendar. **(Roll Call Vote)**

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. 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.



RECORD OF PROCEEDING

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

FEBRUARY 3, 2025

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 Merrell Hansen
Councilmember Gary Budoor

APPROVAL OF MINUTES

The minutes of the January 21, 2025 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve the January 21, 2025 City Council minutes. A voice vote was taken with a unanimous affirmative result, and the motion was declared passed.

The minutes of the January 21, 2025 Executive Session were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve the January 21, 2025 Executive Session minutes. A voice vote was taken with an affirmative result (Councilmember Wahl abstained), and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, February 18, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mayor Nation read portions of state statute pertaining to the Missouri Sunshine Law in response to a recent spurt of sunshine law requests.

Ms. Patricia Tocco, 14720 Whitebrook Drive, expressed concern over legal expenses incurred in property acquisition efforts.

APPOINTMENTS

There were no appointments on the agenda for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning & Public Works Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Councilmember Hurt announced that the next meeting of this Committee, scheduled for Thursday, February 6, at 5:30 p.m., has been canceled.

Finance & Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance & Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Councilmember McGuinness announced that the next meeting of this Committee is scheduled for Tuesday, February 4, at 4:00 p.m.

Parks, Recreation & Arts Committee

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Public Health & Safety Committee

Councilmember Aaron Wahl, Chairperson of the Public Health & Safety Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Councilmember Wahl announced that the next meeting of this Committee is scheduled for Monday, February 24, at 4:00 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2025 Concrete Slab Replacement – Project A and B. 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 bids as submitted by M&H Concrete for the 2025 Concrete Slab Replacement Projects A and B, and authorization for the City Administrator to enter into an agreement in an amount not to exceed \$5.1 million, funded from the Capital Projects Fund. Councilmember Hurt made a motion, seconded by Councilmember Hansen, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, Hurt, Moore, Budoor, Monachella, Hansen, Wahl and Mastorakos. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Sav-On Liquor & Wine, located at #11 – 17397 Chesterfield Airport Road, has requested a new liquor license for retail sale of all kinds of intoxicating liquor, drinks to be consumed on premise and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Budoor made a motion, seconded by Councilmember Hansen, to approve issuance of a new liquor license to Sav-On Liquor & Wine. A voice vote was taken with a unanimous affirmative result, and the motion was declared passed.

OTHER LEGISLATION

Bill No. 3426	Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-A under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-A; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-A; authorizing certain actions by city officials and officers; and containing a severability clause (Second Reading) City Administrator recommends postponement until the first meeting in February of 2026
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- Bill No. 3427 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-B under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-B; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-B; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2026**
- Bill No. 3428 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-C under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-C; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-C; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2026**
- Bill No. 3429 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 1-D under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-D; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-D; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2026**
- Bill No. 3430 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 3 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 3; making findings with respect thereto; establishing a special allocation fund with respect to RPA 3; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading)**

City Administrator recommends postponement until the first meeting in February of 2026

Councilmember Monachella made a motion, seconded by Councilmember Moore, to postpone second reading of Bill Nos. 3426, 3427, 3428, 3429 and 3430 until the first meeting in February 2026, or earlier if deemed necessary. A voice vote was taken with a unanimous affirmative result, and the motion was declared passed.

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 7:22 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

RESOLUTION NO.503

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD,
MISSOURI, RE-APPOINTING TIMOTHY ANDREW ENGELMEYER AND THE
FIRM OF ENGELMEYER PEZZANI LLC FOR A FOUR-YEAR TERM AS THE
PROSECUTING ATTORNEY FOR THE CITY OF CHESTERFIELD, EFFECTIVE
JUNE 7th, 2025.**

WHEREAS, Mr. Timothy Engelmeyer and the firm of Engelmeyer Pezzani LLC currently serves as the City's Prosecuting Attorney; and,

WHEREAS, the current term of the Prosecuting Attorney expires on June 6th 2025; and,

WHEREAS, Mayor Bob Nation, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.370 R.S.Mo, and Section 2-153 of the Chesterfield City Code, has offered the re- appointment of Mr. Tim Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC as the City's Prosecuting Attorney, for an additional four-year term effective June 7th, 2025; and,

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

Section 1. Mr. Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC shall assume the position of Prosecuting Attorney for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 7th, 2025.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 3RD DAY OF MARCH, 2025.

Presiding Officer

Bob Nation - Mayor

ATTEST:

Vickie McGownd - City Clerk

RESOLUTION NO. 468

A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI RE-APPOINTING TIMOTHY ANDREW ENGELMEYER AND THE FIRM OF ENGELMEYER PEZZANI LLC FOR A FOUR-YEAR TERM AS THE PROSECUTING ATTORNEY FOR THE CITY OF CHESTERFIELD EFFECTIVE JUNE 7TH, 2021

WHEREAS, Mr. Tim Engelmeyer currently serves as the City's Prosecuting Attorney; and,

WHEREAS, the current term of the Prosecuting Attorney expires June 6th, 2021; and,

WHEREAS, Mayor Bob Nation, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.370 RSMo, and Section 2-160 of the Chesterfield City Code, has offered the re-appointment of Mr. Tim Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC as the City's Prosecuting Attorney, for an additional four-year term effective June 7th, 2021; and,

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

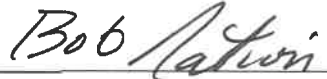
Section 1. Mr. Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC shall assume the position of Prosecuting Attorney for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 7th, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 3RD DAY OF MAY, 2021.



Presiding Officer



Bob Nation - Mayor

Attest: 

Vickie McGownd - City Clerk

RESOLUTION NO. 475
7J?

A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI RE-APPOINTING TIMOTHY ANDREW ENGELMEYER AND THE FIRM OF ENGELMEYER PEZZANI LLC FOR A FOUR YEAR TERM AS THE PROSECUTING ATTORNEY FOR THE CITY OF CHESTERFIELD EFFECTIVE JUNE 6TH, 2017.

WHEREAS, Mr. Tim Engelmeyer currently serves as the City's Prosecuting Attorney; and,

WHEREAS, the current term of the Prosecuting Attorney expired on May 7th, 2017; and,

WHEREAS, Mayor Bob Nation, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.370 R.S.Mo, and Section 2-153 of the Chesterfield City Code, has offered the re-appointment of Mr. Tim Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC as the City's Prosecuting Attorney, for an additional four year term effective June 6th, 2017; and,

WHEREAS, the Public Health and Safety Committee of City Council has unanimously recommended the re-appointment of Mr. Engelmeyer and the firm of Engelmeyer Pezzani LLC,

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

Section 1. Mr. Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC shall assume the position of Prosecuting Attorney for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 6th, 2017.

PASSED BY THE CITY COUNCIL OF CHESTERFIELD THIS FIFTH DAY OF JUNE, 2017.

Bob Nation
Presiding Officer

Respectfully Submitted,

Bob Nation
Bob Nation, Mayor

Attest: Vickie Hass
Vickie Hass, City Clerk

**CITY OF CHESTERFIELD
RESOLUTION NO. 412**

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Anthony Pezzani as Assistant Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2013, in accordance with City of Chesterfield Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 4th day of May, 2015.

Bob Ration

MAYOR

ATTEST:

Vickie Haas
CITY CLERK

CITY OF CHESTERFIELD
RESOLUTION NO. 400

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo and hereby appoints **Timothy Andrew Engelmeyer**, as Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2013, in accordance with City of Chesterfield Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 20th day of MAY, 2013

Bob Nation
Mayor

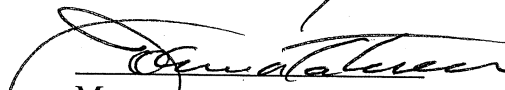
ATTEST:

Vickie J. Hass
City Clerk

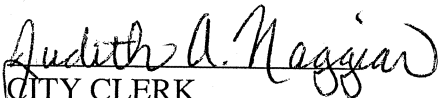
CITY OF CHESTERFIELD
RESOLUTION NO. 356

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Anthony Pezzani, as Assistant Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2009, in accordance with Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 4th day of May, 2009.


Mayor

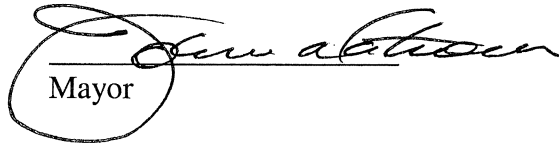
ATTEST:


CITY CLERK

CITY OF CHESTERFIELD
RESOLUTION NO. 353

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Timothy Andrew Englemeyer, as Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2009, in accordance with Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 4th day of May, 2009.


Mayor

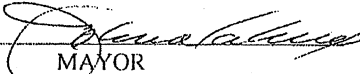
ATTEST:


CITY CLERK

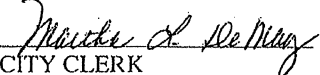
**CITY OF CHESTERFIELD
RESOLUTION # 316**

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Timothy Andrew Engelmeyer, as Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2005, in accordance with Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 23rd day of February, 2005.


MAYOR

ATTEST:


CITY CLERK

RESOLUTION NO. 339

**A RESOLUTION TO APPOINT ANTHONY PEZZANI AS ASSISTANT
PROSECUTING ATTORNEY**

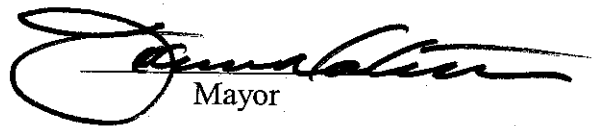
WHEREAS, the City Council has established the office of Assistant Prosecutor,
and;

WHEREAS, the Mayor has nominated Anthony Pezzani as Assistant Prosecutor
for a term to run from March 5, 2007 until May 7, 2009.

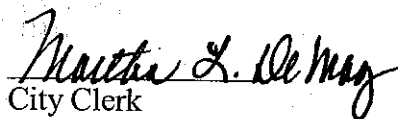
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:**

1. Anthony Pezzani is appointed Assistant Prosecutor for a term
beginning March 5, 2007 and ending May 7, 2009.
2. That this Resolution shall be in full force and effect from and after
its passage and approval.

Passed and approved this 5th day of March, 2007


Mayor

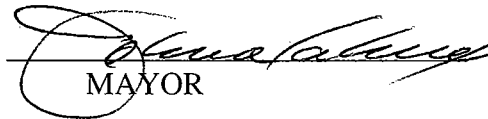
ATTEST:


City Clerk

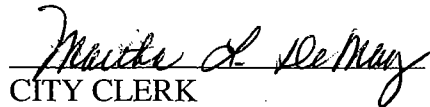
CITY OF CHESTERFIELD
RESOLUTION # 316

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Timothy Andrew Engelmeyer, as Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2005, in accordance with Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 23rd day of February, 2005.


MAYOR

ATTEST:


CITY CLERK

RESOLUTION NO. 504

**A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI RE-APPOINTING
MARK J. GAERTNER FOR A FOUR-YEAR TERM AS THE MUNICIPAL JUDGE
FOR THE CITY OF CHESTERFIELD EFFECTIVE JUNE 11TH, 2025.**

WHEREAS, Mr. Mark J. Gaertner currently serves as the City's Municipal Judge;
and,

WHEREAS, the current term of the Municipal Judge expires June 11th, 2025;
and,

WHEREAS, Mayor Bob Nation, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.370 RSMo, and Section 2-160 of the Chesterfield City Code, has offered the re-appointment of Mr. Mark J. Gaertner as the City's Municipal Judge, for an additional four-year term effective June 11th, 2025; and,

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

Section 1. Mr. Mark J. Gaertner shall assume the position of Municipal Judge for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 11th, 2025.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 3RD DAY OF MARCH, 2025.

Presiding Officer

Bob Nation - Mayor

ATTEST:

Vickie McGownd - City Clerk



DATE: February 13, 2025

TO: Michael O. Geisel, City Administrator

FROM: Vickie McGownd, City Clerk *vjm*

SUBJECT: Statutory Committee Re-Appointments

Mayor Nation intends to nominate the following individuals for re-appointment at the March 3, 2025 City Council meeting:

Architectural Review Board

Kristopher Mehrtens **(Commercial)**
17107 Chesterfield Airport Road
Suite 110
Chesterfield, MO 63005
314-991-9993 – o
314-276-3033 – c
kmehrtens@aciboland.com
New term expires 5/15/27

Susan Lew **(Other)**
17028 Chesterfield Estates Court
Chesterfield, MO 63005
636-236-1631
susanhear4040@gmail.com
New term expires 5/15/27

Please add this re-appointment to the March 3 City Council agenda.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Alyssa Ahner, Senior Planner

Date: March 3rd, 2025

RE: **P.Z. 01-2025 City of Chesterfield (Unified Development Code – Article 3)**: An ordinance amending Article 3 of the Unified Development Code to remove the regulatory role from CHLPC to the City of Chesterfield.

Summary

In 2024, Article 2 of the Unified Development Code was modified to reflect necessary changes following the disbandment of Chesterfield Historic and Landmark Preservation Committee (CHLPC). There is additional information in Section 405.03.050 Overlay Districts and Zoning Procedures that requires revisions to ensure consistency with the revisions that were approved for Article 2.

A Public Hearing was held on February 10th, 2025 and a minor modification was recommended to make the proposed language less redundant. Planning Commission voted on the request and a motion to recommend approval, as amended, passed by a vote of 9-0.

The project was reviewed by Planning & Public Works Committee on February 20th, 2025. A motion to recommend approval passed by a vote of 4-0.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.03.050 OVERLAY DISTRICTS AND ZONING PROCEDURES OF THE MUNICIPAL CODE PERTAINING TO LANDMARK AND PRESERVATION AREA (LPA) AND CHESTERFIELD HISTORIC (H) DESIGNATION.

WHEREAS, the City of Chesterfield Unified Development Code contains overlay districts and zoning procedures pertaining to the Landmark and Preservation Area (LPA) and Chesterfield Historic (H) Designation within the City; and,

WHEREAS, the Unified Development Code serves to promote the public health, safety, and general welfare of the citizens of the City of Chesterfield; and,

WHEREAS, the City of Chesterfield seeks to update the zoning procedures pertaining Landmark and Preservation Area (LPA) and Historic (H) Designation following the disbandment of Chesterfield Historic and Landmark Preservation Committee (CHLPC); and,

WHEREAS, a Public Hearing was held before the Planning Commission on February 10th, 2025; and,

WHEREAS, the Planning Commission, having considered said request, recommends approval of the Code amendment by a vote of 9-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the Code amendment, by a vote of 4-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the change to the Unified Development Code Section 405.03.050.

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

Section 1. Section 405.03.050 (E) of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

E. Landmark and Preservation Area (LPA)

1. Purpose. The purpose of this Section is to promote the general welfare, heritage, education, and economic benefit of the City, through the preservation, protection, and regulation of buildings, sites, structures, monuments, neighborhoods and districts of historic, architectural, social,

cultural or archeological significance. The intent of this Section is to encourage the rehabilitation, restoration, and adaptation of these historic elements for current use.

2. **Applicability.** A single parcel or geographic area with at least one (1) of the criteria listed Section 405.02.060 (B) Criteria for Consideration of Nomination.
3. **Minimum Standards Of Design.** In addition to the development standards and district requirements required for the site in accordance with the underlying zoning district, the following performance standards are applicable to an LPA:

- a. **Incentives.**

- (1) In an effort to enhance and protect places and areas which represent important elements of the City's historical, cultural, and archeological history, the City may approve incentives, in the form of variances, in the following areas:

- (a) Parking requirements.
 - (b) Yard setbacks.
 - (c) Landscaping.
 - (d) Lot size.
 - (e) Building height restrictions.
 - (f) Green space/open space.
 - (g) Tree preservation.
 - (h) Subdivision of developable property.

- (2) A request for one (1) or more of the incentives shall be made in writing by the petitioner. Said request shall demonstrate the need for any listed incentive and how the incentive will encourage, promote, enhance, preserve, and protect the historic significance of the site.
 - (3) Requests can be made for more than one (1) incentive per site.
 - (4) All requests for incentives shall be reviewed and approved by the City Council with recommendations from the Planning Commission.
 - (5) All previously approved incentives shall expire upon a change in use and shall require reapplication for review and approval by the Planning Commission and City Council.

- b. Uses. Permitted uses shall be those permitted or conditional uses in the zoning district in which the property is located. Requests for permitted or conditional uses shall be reviewed and approved by the Planning Commission and City Council.

- (1) Uses requiring an adult entertainment area permit shall not be permitted.

4. The procedure for zoning to an LPA and development plan approval is established in Article 02 of this UDC.

Section 2. Section 405.03.050 (F) of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

F. Chesterfield Historic (H) Designation.

1. Purpose. The H Chesterfield Historic Designation is intended to promote, preserve and educate the general public about Chesterfield's rich history by recognizing certain historic properties, structures or sites as having historical significance and placing them on the Chesterfield Historic Register. The City shall undertake the following actions to identify properties and sites for zoning to the H Designation.
2. Scope Of Provisions. This Section contains the regulations of the H Designation. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in the UDC. Additional conditions may be established in the district ordinance authorizing the establishment of a H Designation.
3. Minimum Standards Of Design. In addition to the development standards and district requirements required for the site in accordance with the zoning district for that site, the following performance standards are applicable to the H Designation:

A. Survey and research.

- (1) The City shall undertake an ongoing survey and research effort to identify neighborhoods, areas, sites, structures, and objects that have historic, cultural, archaeological, architectural or aesthetic importance, interest or value.
 - (2) Before the City shall on its own initiative nominate any landmark or property for historic designation, it shall develop a plan and schedule for conducting a comprehensive survey to identify

significant resources. As part of the survey, the City shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts and photographs.

- (3) The City shall systematically identify potential H Designations and adopt procedures to nominate them based upon the following criteria:
 - (a) The proposed H Designation in one identifiable neighborhood or distinct geographical area.
 - (b) The potential H Designation associated with a particular person, event or historical period.
 - (c) The potential H Designation of a particular architectural style or school, or of a particular architect, engineer, builder, designer or craftsman.
 - (d) The potential H Designation containing historic and prehistoric archaeological resources with the potential to contribute to the understanding of historic and prehistoric cultures.
 - (e) Such other criteria as may be adopted by the City to assure systematic survey and nomination of all potential H Designations.
- B. Nominations shall be in accordance with Section 405.02.060 of this Unified Development Code (UDC).
- C. Criteria For Consideration Of Nomination is established in Section 405.02.060 of this Unified Development Code (UDC).
- D. In the case of a nominated H Designation found to meet the criteria for designation, the items required shall be in accordance with Section 405.02.060 of this Unified Development Code (UDC).
- E. Applications For Certificates Of Appropriateness shall be processed in accordance with Section 405.02.060 of this Unified Development Code (UDC).
- F. Uses. Permitted and conditional uses for any property or structure shall be those uses allowed in the zoning district for said property. Uses requiring an adult entertainment area permit shall not be permitted.

4. The procedure for zoning to an H Designation and development plan approval is established in Article 02 of this UDC.

Section 3. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 4. The City Council, pursuant to the petition filed by the City of Chesterfield, in P.Z. 01-2025, requesting the amendment in Article 3 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 10th day of February, 2025, 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 5. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2025.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: March 3rd, 2025

Memorandum

Department of Public Works



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

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

DATE: February 11, 2025

RE: Spire Easement – Meditation Park

Spire is currently pursuing improvements to their natural gas distribution system in the northern portion of the City of Chesterfield. Specifically, Spire is planning a new eight-inch natural gas main along River Valley Drive from Olive Boulevard north into Maryland Heights. While most of the natural gas main will be installed in River Valley Drive right-of-way, Spire has requested an easement from the City within Meditation Park. The easement documents have been reviewed by City Staff, and we recommend authorization to provide an easement to Spire. Additional details of the easement request are included in the attached memorandum from Assistant City Engineer Zachary Wolff.

Action Recommended

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

Please forward to PPW for their review and concurrence, with recommendation for consideration by full City Council.

[Signature] 2025-2-11



Memorandum

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

FROM: Zachary S. Wolff, PE *ZSW*
Assistant City Engineer

DATE: February 11, 2025

RE: Spire Easement Request at W.F. Dierberg Meditation Park

As you are aware, Spire is pursuing improvements to their gas distribution system in the northern portion of the City. More specifically, and as discussed with representatives from Spire during a meeting at City Hall on December 9, 2024, Spire is planning a new 8" gas main along River Valley Drive, north of Olive Boulevard (MO 340). According to Spire, most of the new gas main will be constructed in River Valley Drive right-of-way and Spire will obtain the required special use permits for that work. Spire has also requested new permanent and temporary construction easements from the City to place a portion of the new gas main on W. F. Dierberg Meditation Park (Dierberg Park).

In general, Spire's project will include construction of the new 8" gas main via directional drilling installation methods. Directional drilling minimizes disturbance compared to traditional "open-cut" installation methods. In lieu of excavating one continuous trench to bury the new gas main, directional drilling pulls the new pipe underground between isolated launch and receiver pits that are excavated at approximate 400' to 500' intervals. Upon completion of the work, all disturbed areas will be restored to City standards. Restoration work on Dierberg Park will be in existing lawn areas and Spire has agreed to sod those areas as part of the final restoration. The anticipated bore pit location on Dierberg Park is shown and labeled "bore pit area" on the attached exhibit.

Recommendation - I have reviewed the new permanent and temporary construction easements, consulted with Parks staff, and recommend the attached ordinance and

exhibits dedicating the requested easements to Spire be forwarded to the Planning and Public Works Committee then to City Council for consideration/approval.

Attachments: Easement Dedication Ordinance
 Exhibit A - Permanent and Temporary Construction Easement
 Exhibit B - Easement Exhibit
 Spire Work Order Plan - Sheets 1 and 5 of 5 only

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE DEDICATION OF EASEMENTS TO SPIRE AT W.F. DIERBERG MEDITATION PARK (13703 OLIVE BOULEVARD) IN THE CITY OF CHESTERFIELD

WHEREAS, Spire has requested permanent and temporary construction easements at W.F. Dierberg Meditation Park for installation of a new public gas main; and

WHEREAS, the Department of Public Works has reviewed the request and determined the easements will have no adverse effect on the City of Chesterfield; and

WHEREAS, the easements are necessary for Spire to construct and operate the public gas system.

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

Section I: The City of Chesterfield hereby authorizes the Mayor to execute the permanent and temporary construction easement on W.F. Dierberg Meditation Park as depicted in “Exhibit A” and “Exhibit B”;

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

Passed and approved this _____ day of _____, 2025.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

EXHIBIT A

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT

St. Louis County, Missouri

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

**THE CITY OF CHESTERFIELD, a municipal corporation of
the State of Missouri (Grantor)**

690 Chesterfield Parkway W
Chesterfield, Missouri 63017

owners of a tract of land described as follows: Part of Lot 2B of Chesterfield Fire District Subdivision-
Subdivision of Lot 2 recorded in Plat Book 352 at Page 131 and further described in Book 15602 at Page
3010 through 3014 all recorded in the St. Louis County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, Missouri 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, and appurtenances along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A fifteen (15') foot wide strip of land ("Permanent Easement") and a five (5') foot wide additional strip of land ("Temporary Construction Easement") in the above parcel as shown on "Easement Exhibit".

The Temporary Construction Easement shall be for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the construction of the natural gas lines. The Temporary Construction Easement shall commence on the effective date of this agreement and shall automatically terminate and expire upon the date construction of the improvements are completed or on December 31, 2027 whichever comes first. Upon the expiration of the term of the Temporary Construction Easement, all the rights

and benefits of **Grantee** in, to and under this agreement with respect to the temporary construction easement shall automatically terminate and be of no further force and effect.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. Should **Grantee** need to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land, **Grantee** shall coordinate with City and obtain approval prior to any clearing activity, with the exception of emergency work to the gas line(s).

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein shall be paid by the **Grantee**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said THE CITY OF CHESTERFIELD, has caused these presents to be signed the day and year first above written.

Name: _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On the _____ day of _____, _____, before me _____,
a notary public in and for said state, appeared _____, who being by me
duly sworn, did say that he/she is _____ of THE CITY OF CHESTERFIELD
and that said instrument was signed on behalf of said municipality by authority of its
_____ and the said _____ acknowledged
said instrument to be the free act and deed of said THE CITY OF CHESTERFIELD.

My Commission expires: _____

Notary Public

Printed Name

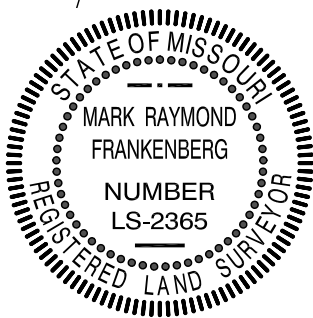
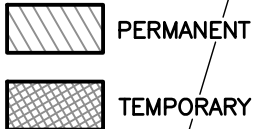
EASEMENT EXHIBIT

PART OF LOT 2B OF "CHESTERFIELD FIRE DISTRICT SUBDIVISION-RESUBDIVISION LOT 2",
BEING PART OF U.S. SURVEY 207, TOWNSHIP 46 NORTH, RANGE 5 EAST
OF THE 5TH P.M., CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

0 100'
SCALE: 1" = 100'
SR#9023545

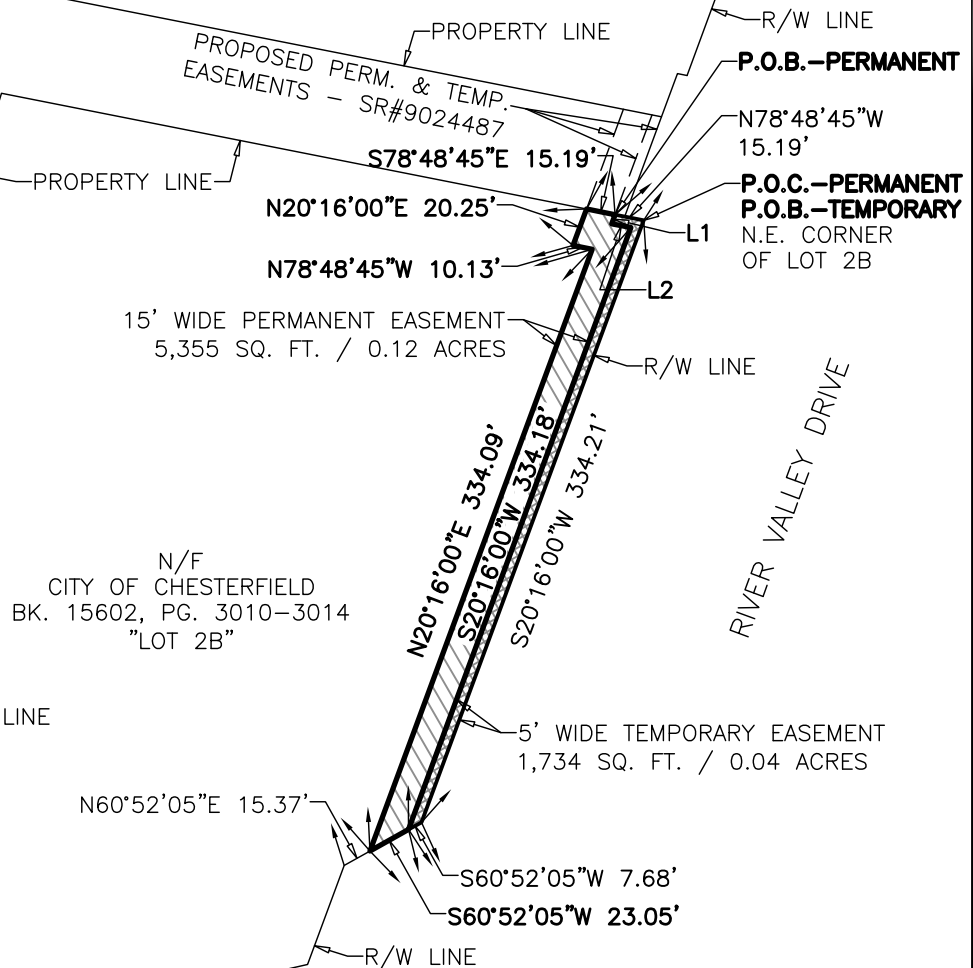
LINE DATA TABLE

L1 S20°16'00"W 5.06'
L2 S78°48'45"E 10.13'



Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

DRAWN BY DATE Project No.
A.C.W. 01-06-25 3712



NOTES:

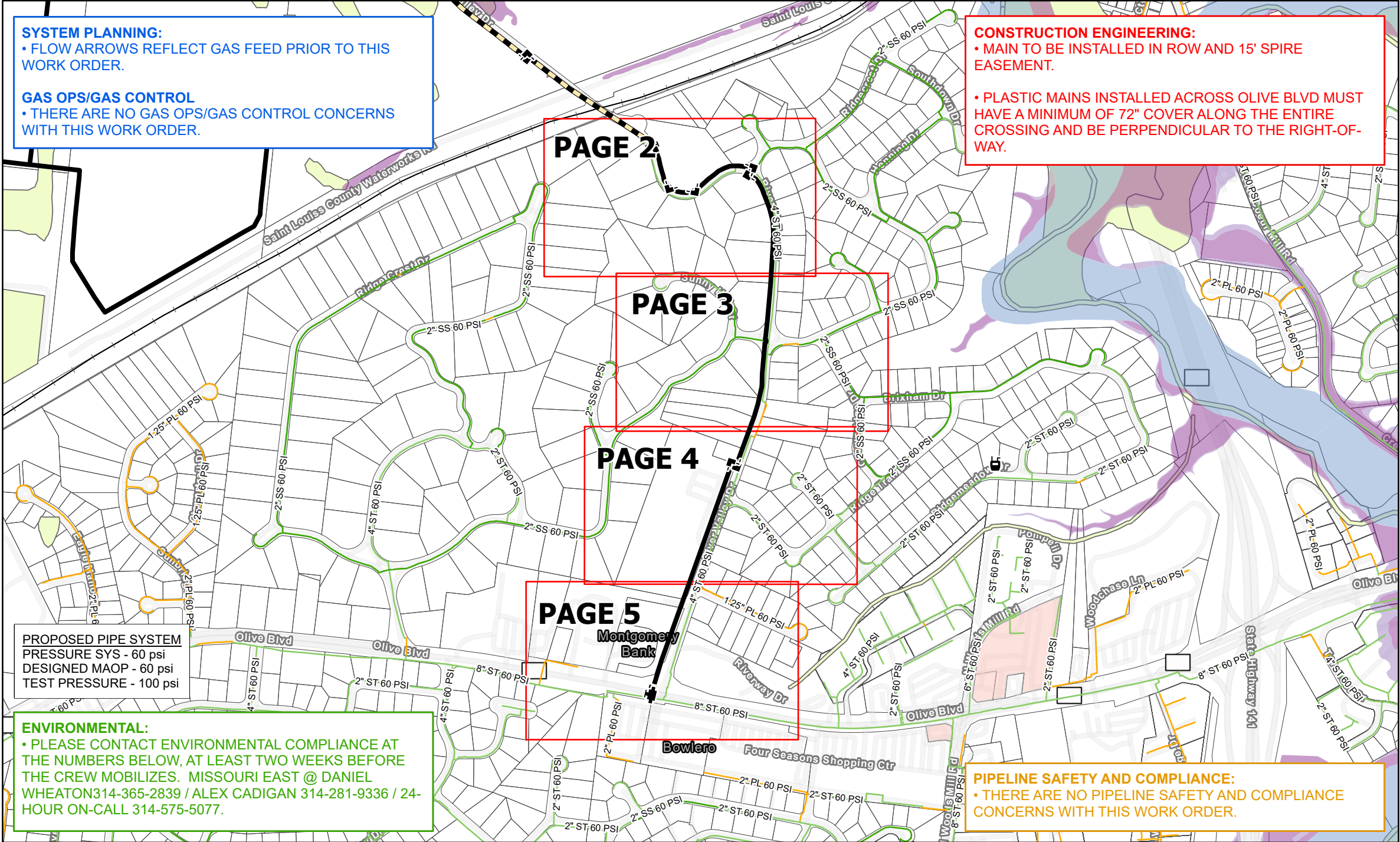
1. Bearing referenced as per "Chesterfield Fire District Subdivision-Resubdivision Lot 2" recorded on February 24, 2004 in Plat Book 352, Page 131 of the St. Louis County Recorder of Deeds.
2. Outboundary shown hereon as per Quit Claim Deed recorded on January 26, 2004 in Book 15602, Page 3010-3014 of the St. Louis County Recorder of Deeds.
3. Centerline Distance (Perm.) = 356.92'
Centerline Distance (Temp.) = 346.85'

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090



1. INSTALL AND ABANDON STEEL AND PLASTIC MAIN AND SERVICES PER SPIRE OPM STANDARDS.
2. SEE STD. 200.0 FOR PRESSURE TESTING PIPING REQUIREMENTS
3. SEE STD. 180.B FOR EFV AND/OR MANUAL SHUTOFF VALVE INSTALLATION REQUIREMENTS
4. SEE STD. 170.I AND 190.G FOR TRACE WIRE AND TEST STATION INSTALLATION INFORMATION.
5. CORROSION PROTECTION INSPECTOR TO CHECK CATHODIC PROTECTION OF ALL EXISTING CATHODICALLY PROTECTED FACILITIES EXPOSED AND PROTECTED FACILITIES EXPOSED AND DIRECT STEPS NECESSARY TO MAINTAIN PROPER ISOLATION AND CATHODIC PROTECTION AS REQUIRED. A PIPE OBSERVATION REPORT IS TO BE CREATED IN MAXIMO ON READINGS
6. INSTALL ANODES PER STD. 190.C AND/OR TEST STATIONS PER STD. 190.G PER INSTRUCTIONS FROM CORROSION PROTECTION INSPECTOR.
7. CONDUCT INITIAL CATHODIC PROTECTION SURVEY FOR NEW STEEL INSTALLATION. (SEE 190.I FOR CATHODIC PROTECTION AT TIE INS)
8. CREATE PIPE OBSERVATIONS IN MAXIMO TO DOCUMENT EXPOSED PIPE CONDITIONS PER STD. 190.A, EXTERNAL CORROSION.
9. FOR UTILITY LOCATES, CALL ONE-CALL SYSTEM "811" OR (1-800-344-7483), AND ALL OTHER AFFECTED UTILITIES
10. CONTACT GIS DEPARTMENT FOR NECESSARY FIELD NOTES AT 314-349-2963.
11. CONTACT ROW TO SECURE NECESSARY EASEMENTS AND FOR ANY SURVEY WORK @ (314-658-5497 OR 314-349-2933)
12. SEE STD. 170.J FOR SQUEEZE-OFF PROCEDURE
13. SEE STD. 170.A FOR GAS INTERRUPTION PROCEDURE REQUIREMENTS. CONTACT SYSTEM CONTROL AT 314-658-5486 OR 314-658-5488 PRIOR TO ANY WORK
14. SEE STD. 150.A AND 150.E FOR RADIOGRAPHIC EXAMINATION REQUIREMENTS
15. SPIRE PERSONNEL SHOULD FOLLOW STANDARD PRECAUTIONS REGARDING THE POTENTIAL FOR DRIP OIL TO BE PRESENT IN ACTIVE GAS MAINS AND ADHERE TO APPROVED PROCEDURES FOR MANAGEMENT/DISPOSAL OF ANY PIECES OF PIPE GENERATED IN THE COURSE OF ABANDONMENT. ANY DOCUMENTED DRIPS SHOULD BE CLEARED AND DRAINED BEFORE ABANDONMENT.

FOR QUESTIONS ABOUT THIS DESIGN OR TO REQUEST A SCOPE OF WORK CHANGE PLEASE CONTACT RICHARD RUSSELL AT 314-637-7615 OR NICHOLAS EGGERT AT 314-330-5720

Existing Main / Asset Material	Main and Service	Valves/Meters/Regulators/CP	Fittings	Typical Soil Depth: 30" to 36"	
Bare Steel	Proposed	Excess Flow Valve	End Cap	Line Stopper	Normal Soil
Coated Steel	Abandon	Meter	Flange	Elbow	Gravel
Screwed Steel	Proposed Previous WO	Controllable Valve	Reducer	Transition	Sand
Cast Iron	Abandon Previous WO	Regulator	Tee	Tap / Saddle / Controllable Tee	Channery
Plastic		Anode	Coupling		Solid Rock

Check for
Work Order Authorization

DESIGNER: 43946	REVISION DATE(S): _____ _____ _____
DATE: 12/19/2024	_____ _____ _____

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Alyssa Ahner, Senior Planner

Date: March 3rd, 2025

RE: **Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:** An ordinance establishing an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

Summary

The City of Chesterfield utilizes Traffic Generation Assessment (TGA) trust funds. The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

Traffic generation assessment rates are assessed annually to account for changes in construction costs. The City of Chesterfield uses the percent change for the construction cost index for the St. Louis area, from December of a given year to December of the following year, as published in the Engineering News Record, to determine the rate of increase, decrease, or no change. The proposed ordinance updates the previously defined rate schedules based on the decrease in costs the area has seen over the past year.

The rates in the attached TGA Trust Fund Ordinance reflect a .3% reduction. For comparison, 2024 had a .2% reduction while 2023 had a 6.4% increase.

A Public Hearing was held on February 10th, 2025 and a minor modification was recommended to make the proposed language less redundant. Planning Commission voted on the request and a motion to recommend approval, as amended, passed by a vote of 9-0.

The project was reviewed by Planning & Public Works Committee on February 20th, 2025. A motion to recommend approval passed by a vote of 4-0.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE TRAFFIC GENERATION ASSESSMENT ("TGA") TRUST FUND RATE SCHEDULE OF THE CITY OF CHESTERFIELD, MISSOURI.

WHEREAS, the City has defined five (5) Traffic Generation Assessment Trust Fund Areas throughout the City as established by City ordinance; and,

WHEREAS, five (5) trust accounts are known as, "TGA Trust Fund Area A", "TGA Trust Fund Area B", "TGA Trust Fund Area C", "TGA Trust Fund Area D", and "TGA Trust Fund Area E", and are held by the City's Director of Finance (the "Trustee"); and,

WHEREAS, the traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC); and,

WHEREAS, in order to maintain uniformity and equity from development to development, the traffic generation assessment rates are established by the City of Chesterfield.

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

Section 1. The City of Chesterfield hereby adopts an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

Section 2. The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

Section 3. On January 1 of each year, the traffic generation assessment rates are increased or decreased to account for changes in construction costs. The City of Chesterfield uses the percent change for the construction cost index for the St. Louis area, from December of a given year to December of the following

year, as published in the Engineering News Record, to determine the rate of increase, decrease, or no change.

Section 4. The rates per measurable unit are defined as follows:

FOR ZONINGS ON OR AFTER 8/1/2008

Land Use	As of 1/1/2025 Rate Per Measurable Unit
S.F. Dwelling	\$715.45/Parking Space
Apartment	\$572.36/Parking Space
Retirement Community	
Condominium	
General Office	\$874.37/Parking Space
Quality Restaurant	
Research Center	
Motel	\$1,748.91/Parking Space
Hotel	
General Retail	\$2,623.26/Parking Space
Medical Office	
Shopping Center	
Nursing Home	
High Turn-Over Sit-Down Restaurant	
Hospital	\$5,246.72/Parking Space
Bank	
Drive-In Fast-Food Restaurant	
Convenience Store	\$17,488.57/Parking Space
Gas Station	
Manufacturing	\$699.51/Parking Space
Warehouse	\$1,224.22/Parking Space
Recreational User	\$604.25/Parking Space
Mini-Warehouse	\$0.57/SF
Car Wash	\$87,472.27/AC
Loading Space	\$4,292.64/Loading Space

FOR ZONINGS PRIOR TO 8/1/2008

Land Use	As of 1/1/2025 Rate per Measurable Unit
Commercial	\$ 3.33/SF
Office	\$ 2.33/SF
Industrial	\$ 8,036365/Acre

Section 5. Contributions to the Traffic Generation Assessment Trust Funds shall be made prior to the approval of the first Municipal Zoning Approval application in conjunction with the development that requires contribution.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2025.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: _____

Vickie, McGownd, CITY CLERK



**Finance and Administration Committee
Chesterfield City Hall
Tuesday, February 4, 2025
Conference Room 101
Record of Proceeding**

The Finance and Administration Committee met on Tuesday, February 4, 2025. Those in attendance included: Chairperson Barbara McGuinness; Ward I; Councilmember Mary Ann Mastorakos (filling in for Council Committee Member Aaron Wahl) Ward II; Council Committee Member Michael Moore; Ward III; Council Committee Member Gary Budoor, Ward IV; Finance Director Jeannette Kelly and City Administrator Mike Geisel. Those also in attendance included: Councilmember Merrell Hansen, Councilmember Mary Monachella, Public Works Director Jim Eckrich, Planning Director Justin Wyse, Police Chief Cheryl Funkhouser, City Clerk Vickie McGownd, Assistant City Administrator Elliot Brown, Assistant Finance Director Cathy Pagella, and Deputy City Clerk Amanda Hurley.

Chairperson Barbara McGuinness called the meeting to order at 4:00 p.m.

Destruction of Records

Chairperson McGuinness made a motion, seconded by Councilmember Moore, to forward the matter of records destruction to City Council with a recommendation to approve destruction of records in accordance with F&A Policy No. 1 and the records retention schedule for the state of Missouri, as provided by City Clerk Vickie McGownd. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Policy Update: Use of Personal Vehicles

Chairperson McGuinness made a motion, seconded by Councilmember Moore to adopt an external Policy Statement for "Use of Personal Vehicles". The purpose of this policy is to establish guidelines for the use of City-owned vehicles by employees for official City business and use of personal vehicles for business purposes. This policy also aims to mitigate liability risks associated with employees using personal vehicles for City business without proper authorization. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Finance Report

Director of Finance Jeannette Kelly provided a financial update to the

committee.

Chesterfield Compensation Plan (Information Only)

City Administrator Mike Geisel presented the committee with the 2025 Compensation Plan. The committee inquired with Finance Director Jeannette Kelly regarding her position upon her planned retirement in July 2025. Specifically, they sought her insight into an appropriate starting salary to attract a well-qualified candidate for the role. Ms. Kelly suggested that a starting salary of \$125,000 - \$130,000 would likely be competitive in securing the right candidate, noting that it would take approximately 12 to 18 months for the individual to acclimate fully to the position. She also indicated that the ideal candidate would likely come from a small private sector position. The Finance Director position is currently classified as P4 in the City of Chesterfield's compensation matrix, with a salary range of \$111,290 to \$155,805. Additionally, the committee discussed the City Administrator's position and compensation. The City Administrator role is classified as V4 in the City of Chesterfield's compensation matrix, with a salary range of \$166,670 to \$216,671. Mr. Geisel reminded the committee members that City Council had previously approved the continuity plan which recommended that the City engage a professional consultant to facilitate the recruitment and selection process for his eventual replacement. He further reminded the members, that the continuity plan and the revised salary administration plan both clearly stated that the pay classification for the City Administrator's position would likely need to be increased when recruiting his successor. Mr. Geisel opined that the City should anticipate that his successor may require a compensation level of approximately \$200,000 and the classification spread may be increased to 40% consistent with the other "key" positions.

Adjournment

The meeting was adjourned at 5:00 p.m.

Respectfully submitted:

Jeannette Kelly
Finance Director

Amanda Hurley
Deputy City Clerk

Approved: _____



DATE: January 13, 2025
TO: Jeannette Kelly, Director of Finance
FROM: Vickie McGownd, City Clerk *[Signature]*
SUBJECT: Destruction of Records

The recommended guideline of the Secretary of State is that "the disposition of records should be recorded in a document such as the minutes of the City Council or other legally constituted authority that has permanent record status".

The following records have met or exceeded State retention requirements and no longer hold any significance for the City:

See attached Records Destruction List

Please add "Destruction of Records in Accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri" to the next Finance & Administration Committee meeting agenda.

Records Destruction List
Office of City Clerk
April, 2025

Quantity	Date	Record Series Title
2 boxes	2019	City Council/Executive Session Meeting Packets for 2019
1 box	2021	Public Records Requests for 2021
1 box	2022	Solicitor Permit Applications for 2022

Records to be destroyed April, 2025.

Signature: Vickie McGownd
Vickie McGownd, City Clerk

Date: 1/13/2025



690 Chesterfield Pkwy W
Chesterfield MO 63017
Phone 636-537-4711
Fax 636-537-4798

TO: Finance and Administration Committee

Date: January 30, 2025

RE: Vehicle use policy

Over the course of many years, we have operated under a clear management directive and policy which significantly restricts employees from using personal vehicles to conduct City business. There are a number of reasons for this practice and it is absolutely essential to protect the City from substantial liability claims. Outside of specialized Police, trucks, and cargo vehicles, the City has a relatively small fleet of vehicles that are necessary for daily operations and travel. Employees are only allowed to use personal vehicles as an exception, when a City vehicle is not available, and then only when specifically approved with conditions. Due to a series of recent events, I have determined that the vehicle use administrative policy be more formally adopted by City Council to promote broader awareness and to emphasize the City's commitment to the practice.

Introduction

The purpose of this communication is to inform the City Council of the significant legal and liability risks associated with allowing City employees to use personal vehicles for official City business. As a third-class City in Missouri, it is essential that we prioritize the protection of both our employees and the City by ensuring that official business is conducted with municipally-owned, properly maintained, and properly insured vehicles. This document outlines the concerns surrounding the allowance of employees using personal vehicles.

Background: Current Policy and Practices

Although current practice restricts the use of personal vehicles for City business, recent occurrences have demonstrated the need to elevate and formalize the policy. Under the current practice, employees are restricted from using personal vehicles for City business. Exceptions to this policy are rare and occur when either a City owned vehicle is unavailable or occasionally for out of town travel that will involve both personal and business use. There are significant legal and financial risks associated with this arrangement. This practice exposes the City to liability in the event of an accident or injury while an employee is conducting City business using a personal vehicle.

To mitigate these risks, the City prohibits personal vehicle use for City business except in extreme circumstances where prior approval from a department head is obtained. In these cases, employees must also show proof of adequate insurance coverage.

Legal and Liability Issues

The use of personal vehicles for City business purposes presents several legal and liability issues that must be addressed:

1. Primary Insurance Coverage

When an employee uses their personal vehicle for City business, their personal insurance is considered the primary insurance coverage in the event of an accident. However, many personal auto insurance policies exclude or limit coverage when the vehicle is being used for business purposes. In some cases, the employee's insurance may refuse to cover damages, leaving the City vulnerable to claims or lawsuits.

If the employee's insurance is insufficient to cover all costs associated with an accident, including property damage, medical expenses, and third-party claims, the City could be held liable for damages, exposing the municipality to significant financial risk.

2. Vicarious Liability and Legal Exposure

Missouri law holds employers, including municipal governments, vicariously liable for the actions of their employees while those employees are engaged in official business. Even if the employee is using a personal vehicle, the City can be sued if the employee is found to be at fault in an accident during the course of their work. This exposure is heightened if the employee is using a personal vehicle without adequate insurance coverage or if the vehicle is not properly maintained. Claims of negligence can also arise if it is determined that the City did not take adequate steps to ensure the safety of employees or third parties when personal vehicles were authorized for City business.

3. Workers' Compensation and Personal Injury

In the event of an accident, employees driving personal vehicles may attempt to claim workers' compensation benefits for injuries sustained during official business travel. While these claims are typically covered by workers' compensation insurance, the interplay between personal auto insurance and workers' compensation can be complex, leading to potential legal disputes.

Additionally, any third-party claims resulting from the accident, including injuries to other drivers or pedestrians, could trigger lawsuits against both the employee and the City. Without clear policies and safeguards in place, the City could be exposed to significant financial liability.

Importance of City-Owned and Insured Vehicles

Providing City-owned and insured vehicles for employee business use is critical to minimizing these legal and liability risks. By ensuring that City employees are using municipally-owned vehicles, the City can maintain full control over:

1. **Insurance Coverage:**
All City-owned vehicles are covered under the City's comprehensive insurance policy, ensuring that liability, collision, and medical expenses are fully covered. This eliminates the uncertainty of relying on personal insurance coverage, which may be insufficient or exclude business use altogether.
2. **Vehicle Maintenance and Safety:**
City-owned vehicles are subject to regular maintenance and safety inspections, ensuring they are in proper working condition. This reduces the likelihood of accidents due to vehicle malfunctions, which is a risk when employees use personal vehicles of varying condition.
3. **Clear Liability Structure:**
With City-owned vehicles, the City has clear liability protections in place. Any accidents or incidents are handled through the City's insurance provider, streamlining the claims process and reducing legal exposure. This also provides reassurance to employees that they will not be personally liable for incidents that occur during official business.
4. **Employee Protection and Compliance:**
By providing City-owned vehicles, the City ensures compliance with all applicable laws and provides additional legal protections to employees. They will not have to worry about personal insurance complications, and the City will have greater control over ensuring that all vehicles are properly insured and maintained.

Based on the significant legal and liability concerns outlined above, I recommend the following actions:

1. **Prohibit Personal Vehicle Use Without Prior Approval:**
The City should adopt a strict policy that prohibits the use of personal vehicles for City business unless there is no reasonable alternative and the employee obtains written approval from their department head. Such approval should only be granted in exceptional circumstances and must be documented in advance.
2. **Proof of Adequate Insurance:**
In cases where personal vehicle use is authorized, employees should be required to provide proof of adequate personal auto insurance coverage, including business use coverage if applicable. This ensures that employees are not underinsured and that the City's exposure is minimized.

3. Regular Vehicle Maintenance and Safety Checks:

All City-owned vehicles undergo regular maintenance and safety checks by competent, skilled mechanics to ensure that they remain in good working order. This reduces the risk of accidents and ensure that vehicles are safe for employee use.

4. Training and Awareness Programs:

The City provides training to employees on the proper use of vehicles and the legal risks associated with using personal vehicles for City business. This will help employees understand the importance of following policy and reduce the City's legal exposure.

Conclusion

The use of personal vehicles by City employees for official business purposes presents significant legal and liability risks for the City. To protect both the City and its employees, it is crucial to adopt a policy that requires the use of City-owned and insured vehicles for official business and prohibits the use of personal vehicles unless explicitly authorized. By taking these steps, the City can reduce its exposure to costly legal claims and ensure the safety and well-being of its employees and the public.

While specific instances of municipalities being held liable for damages due to an employee using a personal vehicle for business purposes may not always be publicly documented in full detail, there are examples where municipalities or organizations have faced significant legal or financial consequences due to similar situations. Below are some examples and related issues that highlight the risks:

1. City of West Palm Beach, Florida (2009)

The City of West Palm Beach faced significant liability in a case where an employee, while using their personal vehicle for official business, was involved in a car accident that resulted in serious injury. The City was held liable under the principle of vicarious liability, which allows an employer to be sued for the actions of an employee if the employee was engaged in activities within the scope of their employment, even if the employee was using a personal vehicle.

- Outcome: The City was forced to settle the lawsuit for an undisclosed amount because the employee's personal insurance coverage was insufficient to cover the costs of the damages and injuries caused. This case highlighted the financial risks municipalities face when employees are allowed to use personal vehicles for business without appropriate insurance or approval protocols in place.

2. City of San Antonio, Texas (2015)

In another example, a City of San Antonio employee was involved in a fatal accident while driving a personal vehicle for official business purposes. The employee's personal auto insurance did not provide sufficient coverage for the wrongful death claim that followed, which led to a lawsuit against the City. The claim alleged that

the City was negligent in allowing the employee to use their personal vehicle without proper insurance coverage or oversight.

- Outcome: The City settled the case, and the incident underscored the importance of ensuring employees either use city-owned vehicles or have robust personal insurance if using personal vehicles for work. This case demonstrated that municipalities can be held liable even if the vehicle involved is privately owned, as long as the employee was conducting city business at the time.

3. Philadelphia School District (2008)

Although not a municipality, the Philadelphia School District was sued when a school district employee driving their personal vehicle for work-related activities caused a collision. The district was named in the lawsuit under the legal principle of respondeat superior, which holds employers responsible for the actions of employees when they are performing work-related tasks, even if in a personal vehicle. The district had to contribute to the settlement because the employee's personal insurance did not fully cover the damages.

Broader Legal Precedents:

The legal principle of respondeat superior (or vicarious liability) is frequently applied in cases where employees, while conducting official duties, are involved in accidents while using their personal vehicles. Municipalities can be sued under this doctrine if employees are performing job-related tasks during the time of the incident, regardless of vehicle ownership.

These cases point to a clear pattern where municipalities or organizations are financially impacted by accidents involving employees using personal vehicles without adequate coverage or authorization. The primary issues that arise include:

1. Inadequate Insurance Coverage: Many employees' personal auto policies may not cover accidents that occur while they are using the vehicle for business purposes. Even if some coverage exists, it is often insufficient to cover the full cost of damages, leading to lawsuits against the municipality.
2. Negligence Claims: Municipalities can face negligence claims if it is determined that the city failed to establish or enforce clear policies requiring adequate insurance coverage or failed to mandate the use of City-owned vehicles for business purposes.
3. Vicarious Liability Exposure: Municipalities are regularly held liable for employee actions during the course of their employment, which exposes them to lawsuits and settlements when employees drive personal vehicles for work tasks.

The above examples, while varying in detail, highlight the importance of adopting clear policies that either prohibit the use of personal vehicles for City business or require strict insurance and authorization protocols. By providing City-owned vehicles for business purposes, Chesterfield minimizes their exposure to financial and legal risks.

CITY OF CHESTERFIELD
POLICY STATEMENT

FINANCE AND ADMINISTRATION

NO.

SUBJECT: Vehicle Use Policy

INDEX F&A

DATE
ISSUED

DATE
REVISED

Purpose

The purpose of this policy is to establish guidelines for the use of City-owned vehicles by municipal government employees for official City business and to outline concerns surrounding personal vehicle use for business purposes. This policy also aims to mitigate liability risks associated with employees using personal vehicles for City business without proper authorization.

2. Scope

This policy applies to all City employees.

3. Policy Statement

- **Mandatory Use of City-Owned Vehicles:**
Employees must use City-owned vehicles for all travel related to official City business. The use of personal vehicles for City business is prohibited unless the employee has received prior written approval from their department head.
- **Prohibition of Personal Use of City Vehicles:**
City-owned vehicles are for official City business only. Personal use of City vehicles is strictly prohibited unless expressly authorized in writing by the employee's Department head, or when personal use of a municipal vehicle has been approved in conjunction with employment for specific career positions.

4. Procedure

a. Use of City-Owned Vehicles

1. **Availability and Reservation:**
City-owned vehicles are available to employees for use in conducting official City business. Specific job functions may require a dedicated vehicle during their work shift. Employees in those positions shall coordinate with their supervisor to ensure that work assignments coincide with vehicle availability. Other job functions may not require vehicle usage at all, while others may only require intermittent or irregular vehicle use. The City of Chesterfield

maintains a vehicle reservation application to meet the intermittent and irregular use requirements. Vehicles should be reserved as far in advance as practicable in accordance with established departmental procedures. Additionally, vehicles that have been assigned or dedicated to an individual, are also available to other employees for business needs whenever not otherwise in use.

2. Compliance with Laws and Policies:

Employees must comply with all local, state, and federal traffic laws, as well as all City policies while operating City-owned vehicles. Any traffic violations, accidents, or incidents must be immediately reported to the employee's supervisor.

b. Restrictions on Personal Use of City Vehicles

1. Prohibition:

City vehicles may not be used for personal errands or other non-work-related activities. Any personal use is strictly prohibited unless explicitly approved in writing by the employee's Department Head. However, a routine, temporary stop for personal needs at a location along the normal travel route should not be considered a violation. For example, when driving a City vehicle for business purposes, it should not be considered a violation to stop along the way at a convenience store, restaurant, or other similar location along the normal travel route to the planned destination.

2. Limited Exceptions:

Department Heads may authorize personal use of a City vehicle only in limited and specific cases, such as in an emergency or when an employee is on-call and required to respond to City duties from a personal location. When an employee makes personal stops at locations within their routine travel route.

This prohibition of personal use does not apply to those Employees who have the benefit of a vehicle for personal use or take-home privileges as an employee benefit associated with a specific career position. Employees who have been granted take-home vehicle privileges must comply with their specific limitations and terms of use.

c. Prohibition on Personal Vehicle Use for City Business

1. Approval Process:

Employees are not permitted to use personal vehicles for City business without receiving prior written approval from their Department Head. Requests for approval must be submitted in advance and must include justification for the use of a personal vehicle.

2. Exceptional Circumstances:

Approval may be granted in exceptional circumstances where no City vehicle is available or where the use of a personal vehicle is more practical.

In limited circumstances such as out-of-town travel, employees may express their preference to use a personal vehicle in lieu of a City vehicle for convenience or for the purpose of extending travel into vacation or other personal purposes. If a City vehicle would otherwise be available for use, and the permission is granted as an exception, the employee may not be reimbursed for mileage and must acknowledge the assumption of liability and provide proof of insurance.

3. Reimbursement:

If use of a personal vehicle is authorized, the employee may be eligible for mileage reimbursement at the established City rate, subject to the City's reimbursement policy.

d. Liability Considerations for Personal Vehicle Use

When employees use personal vehicles for City business, even if authorized, significant liability concerns arise:

1. Insurance Coverage:

In cases where a personal vehicle is used, the employee's personal automobile insurance is the primary coverage. Employees are required to carry adequate personal insurance coverage as mandated by state law. The City's liability coverage does not extend to personal vehicles in most circumstances.

2. Minimizing Liability Risk:

To minimize liability, employees are required to use City-owned vehicles for City business whenever possible. If an employee is authorized to use their personal vehicle, they must ensure that they have sufficient insurance coverage and adhere to all traffic laws.

e. Non-Compliance

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. Non-compliance may also result in the employee being held personally liable for damages incurred during unauthorized vehicle use.

5. Insurance and Liability

1. City-Owned Vehicles:

The City maintains appropriate insurance coverage for all City-owned vehicles. Employees operating City vehicles in the course of their official duties are covered by the City's insurance policies, provided they comply with this policy and all applicable laws.

2. Personal Vehicles:

Employees authorized to use personal vehicles for City business must maintain adequate insurance coverage. The City will not be responsible for any damage to personal vehicles, nor will it be liable for any legal claims that

arise unless secondary coverage is provided under specific, pre-approved circumstances.

6. Exceptions

Any exceptions to this policy must be authorized in writing by the City Administrator.

RECOMMENDED BY:

Mike Geisel, City Administrator	2025-2-5
_____	_____
Department Head/Director/Council Committee (if applicable)	Date

APPROVED BY:

_____	_____
City Administrator	Date
_____	_____
City Council (if applicable)	Date

City of Chesterfield
Excess Checks (=> \$5,000)
JANUARY 2025

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
1/16/2025	1388	ETC INSTITUTE	STRATEGIC PLAN - PARKS AND RECREATION SURVEY	\$ 11,000.00	137
1/16/2025	1389	W. JAMES TAYLOR, INC.	2024 CITY HALL ROOF REPLACEMENT	327,753.00	137
1/23/2025	1390	ASPIRE CONSTRUCTION SERVICES, LLC	GENERAL CONSTRUCTION AND IMPROVEMENTS OF AMPHITHEATER BACK OF THE HOUSE-PROGRESS PYMT #4	185,509.90	137
1/2/2025	53474	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT 0472321-9	16,791.56	119
1/23/2025	53555	ZELLER TECHNOLOGIES	CVAC F QUAD PUMP HOUSE VARIABLE FREQUENCY DRIVE REPLACEMENT	5,848.00	119
1/30/2025	53564	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT 0472321-9	6,798.50	119
1/30/2025	53566	PORTA-PRO MOUNDS, INC.	REPLACEMENT OF (23) TURF PANELS FOR PITCHING MOUNDS; (4) SOFTBALL MATS AND (5) CIRCLE MATS FOR PITCHING MACHINE	18,996.00	119
1/2/2025	74112	BENJAMIN F. KLOOS	OCTOBER-DECEMBER 2024 ALTERNATIVE COURT AND CONFLICT CASE SERVICES	6,120.00	001
1/2/2025	74115	DELTA DENTAL OF MISSOURI	JANUARY 2025 DENTAL INSURANCE PREMIUMS	14,283.17	001
1/2/2025	74117	E. MEIER CONTRACTING, INC.	ASPHALT OVERLAY PROJECT - PROGRESS PYMT #4	22,195.80	120
1/2/2025	74122	GEOTECHNOLOGY INC.	2024 CONSTRUCTION AND INSPECTION TESTING SERVICES	6,415.88	120
1/2/2025	74130	M & H CONCRETE CONTRACTORS, INC.	CONCRETE SLAB REPLACEMENT PROJECT A - PROGRESS PYMT #5	96,147.56	120
1/2/2025	74136	SPIRE ENERGY	690 CHESTERFIELD PKWY W - 3433311000	7,998.34	001
1/2/2025	74137	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	JANUARY 2025 HEALTH INSURANCE PREMIUMS	233,915.15	001
1/9/2025	74162	HR GREEN, INC.	LADUE FARM ROAD BRIDGE-DESIGN SERVICES-PROGRESS PYMTS #3 AND #4	50,371.11	120
1/9/2025	74170	LOCHMUELLER GROUP INC.	ENGINEERING SERVICES-LONG RD INTERCHANGE AND N. OUTER 40 EXTENSION-PROGRESS PYMT #6	66,654.78	120
1/9/2025	74174	MISSOURI MUNICIPAL LEAGUE	2025 MUNICIPAL MEMBERSHIP FEE	7,524.86	001
1/9/2025	74179	PAYNE FAMILY HOMES	ALEXANDER WOODS SUBDIVISION CONSTRUCTION DEPOSIT RELEASE (FINAL BALANCE)	43,730.63	808
1/9/2025	74186	SHI INTERNATIONAL CORP	FORTINET FIREWALL MAINTENANCE AGREEMENT	23,541.97	001
1/9/2025	74189	THE HARTFORD-PRIORITY ACCOUNTS	JANUARY 2025 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	14,937.44	001
1/9/2025	74193	TRACKER PRODUCTS, LLC	ANNUAL EVIDENCE MANAGEMENT SOFTWARE LICENSE FEE	8,930.25	001
1/16/2025	74204	ENERGY PETROLEUM CO.	GASOLINE-89 OCT (7872.8 GALLONS)	19,532.79	001
1/16/2025	74207	FLOCK GROUP INC	(7) AUTOMATED LICENSE PLATE READER CAMERAS ANNUAL CONTRACT	17,500.00	121
1/16/2025	74222	LUBY EQUIPMENT SERVICES	CRONKITE EQUIPMENT TRAILER (REPLACEMENT)	11,200.00	001
1/16/2025	74233	PREFERRED SERVICE CNG LLC	HMI (HUMAN-MACHINE INTERFACE) DISPLAY FOR CNG COMPRESSOR PANEL STATION	10,799.17	001
1/16/2025	74235	REGIONAL COMPUTER CRIMES EDUCATION AND ENFORCEMENT GROUP	ANNUAL MEMBERSHIP-POLICE DEPARTMENT	9,900.00	121
1/16/2025	74244	TYLER TECHNOLOGIES, INC	LOGOS/EXECUTIME ANNUAL SOFTWARE MAINTENANCE	64,364.48	001
1/16/2025	74245	UTILITY ASSOCIATES INC.	IN-CAR & BODY CAMERA SYSTEM-POLICE DEPARTMENT	129,850.00	121
1/23/2025	74251	AMCON MUNICIPAL CONCRETE, LLC	CONCRETE SLAB REPLACEMENT PROJECT B-PROGRESS PYMT #9	24,975.22	120
1/23/2025	74255	AMEREN MISSOURI	690 CHESTERFIELD PKWY W - ACCT 0627147004	10,974.70	001

City of Chesterfield
Excess Checks (=> \$5,000)
JANUARY 2025

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
1/23/2025	74265	EAST-WEST GATEWAY	LADUE FARM RD BRIDGE REPLACEMENT STP-S GRANT FUND APP FEE	7,879.60	120
1/23/2025	74271	GAMMA'S SHIELD SHADE TREE INC	2025 TREE AND STUMP REMOVAL	6,465.00	001
1/23/2025	74274	HESSE GRAVILLE, LLC	DECEMBER 2024 PROFESSIONAL SERVICES	33,870.00	001
1/23/2025	74276	HONKAMP KRUEGER & CO., P.C., HONKAMP, P.C.	2024 AUDIT SERVICES, SINGLE AUDIT AND FINANCIAL STATEMENT PREPARATION-PROGRESS PYMT #1	11,330.00	001
1/23/2025	74279	LANDMARK DODGE INC	2024 DODGE DURANGO POLICE VEHICLE (REPLACEMENT)	41,321.00	121
1/23/2025	74281	LEXIPOL, LLC	POLICEONE ACADEMY-ONLINE POLICE TRAINING SERVICES	6,951.00	121
1/23/2025	74289	PNC BANK	DECEMBER 2024-JANUARY 2025 MONTHLY CREDIT CARD STATEMENT	7,592.20	001
1/23/2025	74290	POWERDMS, INC	CALEA DOCUMENT MANAGEMENT SOFTWARE SUBSCRIPTION	7,453.65	001
1/23/2025	74300	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	COMMUNICATIONS CONTRACT FOR POLICE DEPARTMENT COMPUTER ASSISTED REPORT ENTRY SYSTEM	18,469.53	121
1/23/2025	74304	TIMBERLINE PROFESSIONAL TREE CARE LLC	2025 TREE AND STUMP REMOVAL	11,025.00	001
1/23/2025	74305	TOOLE DESIGN GROUP, LLC	BIKEABLE WALKABLE COMMUNITY PLAN-PROGRESS PYMT #4	6,717.65	120
1/30/2025	74319	COMPASS MINERALS AMERICA INC	SNOW STORM DEICING SALT PURCHASE	25,862.87	001
1/30/2025	74320	COMPASS MINERALS AMERICA INC	SNOW STORM DEICING SALT PURCHASE	30,786.04	001
1/30/2025	74321	COMPASS MINERALS AMERICA INC	SNOW STORM DEICING SALT PURCHASE	15,593.71	001
1/30/2025	74322	COMPASS MINERALS AMERICA INC	SNOW STORM DEICING SALT PURCHASE	97,890.46	001
1/30/2025	74323	COMPASS MINERALS AMERICA INC	SNOW STORM DEICING SALT PURCHASE	69,845.83	001
1/30/2025	74333	HR GREEN, INC.	LADUE FARM ROAD BRIDGE DESIGN-PROGRESS PYMT #5	5,918.50	120
1/30/2025	74347	REJIS COMMISSION	REJIS CONTRACTUAL FEES	7,766.75	121
1/30/2025	5070	PORTA-PRO MOUNDS, INC.	2025 CVAC REPLACEMENT OF BULLPEN MOUNDS	40,284.00	111
				<u>\$ 1,927,583.05</u>	

Respectfully submitted by,
Jeannette Kelly, Director of Finance

Fund Legend	
General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Am Rescue Plan Act	137
Chesterfield Regional TIF	150
Trust & Agency	808
TGA Trust Fund	810



Mike Geisel
City Administrator
Mike Geisel



690 Chesterfield Pkwy W
Chesterfield MO 63017
Phone 636-537-4711
Fax 636-537-4798

TO: Mayor and City Council

Date: February 12, 2025

RE: Budget amendment

City Council:

Per the direction of City Council, we propose to plan and host an event to publicly recognize community contributions and civic service. While still in the early planning stages, this activity was not contemplated with the submission of the 2025 budget proposal. As such, I am requesting a budget amendment in the amount of \$5,500 for this purpose.

Specifically, I am requesting that \$5,500 be transferred from General Fund – Fund Reserves, to the General Fund, Central Services account, 001-036-5225.

If you have any questions, please let me know.



Memorandum

To: Mike Geisel, City Administrator

From: Kari Johnson, Superintendent of Recreation *KJ*

Date: 2/21/2025

Subject: Aquatic Center Painting Project

The Department of Parks, Recreation, and Arts received bids for painting the Competition pool at the Chesterfield Family Aquatic Center, with an alternate bid for painting the locker room floors, both including the provision of equipment, materials, and labor. The painting projects are identified within the 2025 budget, and is classified as normal routine maintenance practices that are cyclical in nature. Two companies submitted bids –Bazan Painting Co. and CCIMW, LLC

Base Bid	Bazan	CCIMW, LLC
Competition Pool	\$22,445	\$36,826
Alternate Bid		
Locker Room Floor	\$15,940	\$15,122
TOTAL	\$38,385	\$51,948

Accordingly, I recommend that the City accept the lowest qualified bid for the painting of the Competition Pool and Locker room floors in the amount of \$38,385 as submitted by Bazan. **This will necessitate the issuance of a purchase order from the Parks, Recreation and Arts Budget 119-086-5251 Miscellaneous Contractual in the amount of \$38,385.**

Supporting documents from the bids presented are included. Should you have questions or need additional information, please advise.



BID TABULATION Chesterfield Aquatic Center Painting Project

February 21, 2025

ITEM #	DESCRIPTION	BAZAN	CCIMW
		UNIT PRICE	UNIT PRICE
1	Surface Prep of Competition Pool	\$9,205.00	\$14,476.00
2	Crack & Void Repair Competition Pool	\$1,809.00	\$4,194.00
3	Competition Pool Painting using Tnemec Series 161-ENO1 (Cumulus)	\$5,938.00	\$14,476.00
4	Competition Pool Painting Lane Lines and Targets Black	\$2,078.00	\$3,680.00
5	Management & Mobilization, etc.	\$3,415.00	\$0.00
	BASE BID	\$22,445.00	\$36,826.00
	Alternates		
1	Men, Women, and Family locker room floor painting. According to Bid Specifications. Management & Mobilization, etc.	\$15,940.00	\$15,122.00
	BID WITH ALTERNATES	\$38,385.00	\$51,948.00

BID FORM

TO: THE CITY OF CHESTERFIELD

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

Chesterfield Family Aquatic Center Painting Project

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

The city is requesting unit price proposals for this work, consisting furnishing labor, equipment, materials, and service necessary for the removal of all dirt, grease and oil, repairing of all cracks and voids, and painting per the specifications.

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

Bid submitted by:

Company Name: Perales White, LLC (DBA Bazan Painting Co.)

Address: 1273 N. Price Rd

City, State St. Louis, MO 63132

Phone number: 314-991-3500

Type of Firm: Sole Proprietorship _____ Partnership X
Corporation _____ Other _____

Officer Eric Hellwig

Title Estimator/Project Manager

Signature Eric J. Hellwig

Date 2/21/2025

ITEMIZED QUOTE FORM

1	Surface Preparation of Competition Pool	\$9,205.00
2	Crack and Void Repair Competition Pool	\$1,809.00
3	Competition Pool Painting using Tnemec Series 161-ENO1 (Cumulus)	\$5,938.00
4	Competition Pool Painting Lane Lines and Targets Black	\$2,078.00
4	Management and Mobilization, etc.	\$3,415.00

Competition Pool Total Base Bid \$22,445.00

ALTERNATES

Item	Description	Unit Price
1	Men, Women and Family locker room floor painting. According to Bid Specifications. Management and Mobilization, etc.	\$15,940.00

Total Bid Amount \$38,385.00

LIST OF RESOURCES AND REFERENCES

Proposed On-Site Superintendent

Proposed Equipment to be Used: (All equipment listed shall be readily available to be used on this project on an as needed basis.)

Type	Make and Model	Age	Quantity	Owned/ Rented
Air Compressor	750 CFM		1	rented
5 ton Blast Pot	Schmidt	21 yrs	1	owned

Attach references for similar work in the last 5 years.

Jimmy Kirincich
City of Florissant
314-461-2721

Kyle Henke
City of Kirkwood
314-822-5856

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Tnemec for paint coatings for the lap pool

Sherwin Williams for coatings for the locker room/restroom floors

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

n/a

(All remaining work will be done by the Bidder with his own forces.)

CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED:

Contractor: Perales White LLC (DBA Bazan Painting Co.)

By: 

Date: 2/21/2025

ANTI-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Louis

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

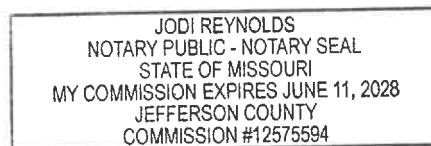
SIGNED: Eric Hellwig

Title: Estimator/Project Manager

Subscribed and sworn to before me this 21 day of February 2025.

Seal of Notary

Notary Public Jodi Reynolds



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

WORK AUTHORIZATION AFFIDAVIT

Comes now Eric Hellwig as Estimator/Project Manager first being duly sworn, on my oath, affirm Perales White LLC, DBA Bazan Painting Co. is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services relate to the Chesterfield Aquatic Center Painting Project for the duration of the Contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Perales White LLC, DBA Bazan Painting Co. does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the Chesterfield Aquatic Center Painting Project for the duration of the Contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Eric Hellwig
Signature

Eric Hellwig
Printed Name

Estimator/Project Manager
Title

2/21/2025
Date

Subscribed and sworn to before me this 21 day of February, 2025. I am commissioned as a notary public within the County of Jefferson, State of Missouri, and my commission expires on June 11, 2028.

Seal of Notary

Jodi Reynolds
Signature of Notary

02/21/25
Date

JODI REYNOLDS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 11, 2028
JEFFERSON COUNTY
COMMISSION #12575594



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Perales White, LLC dba Bazan Painting Company
1273 N Price Road
St. Louis, MO 63132

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Chesterfield Department of Parks, Recreation and Arts
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0760

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

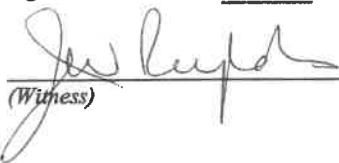
Chesterfield Family Aquatic Center Painting Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of February, 2025.


(Witness)

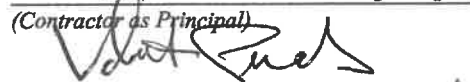

(Witness) Kiana M. Pumphrey



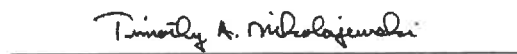
Perales White, LLC dba Bazan Painting Company

(Contractor as Principal)

(Seal)


(Title) Valentin Perdes - President

The Ohio Casualty Insurance Company
(Surety)


(Title) Timothy A. Mikolajewski, Assistant Secretary



BID-0028688

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



IMPORTANT SURETY BOND INFORMATION MISSOURI

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

**THE OHIO CASUALTY INSURANCE COMPANY
LIBERTY MUTUAL SURETY
1610 Des Peres Rd, Suite #204
Saint Louis, MO 63131**

**Mailing Address:
175 Berkeley Street
Boston, MA 02116**

**Telephone #
(816) 569-8939**



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Perales White, LLC dba Bazan Painting Company

Agency Name: AssuredPartners Capital, Inc

Bond Number: BID-0028688

Obligee: City of Chesterfield Department of Parks, Recreation and Arts

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By:

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 21st day of February, 2025.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID FORM

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the:

Chesterfield Family Aquatic Center Painting Project

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

The city is requesting unit price proposals for this work, consisting furnishing labor, equipment, materials, and service necessary for the removal of all dirt, grease and oil, repairing of all cracks and voids, and painting per the specifications.

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

Bid submitted by:

Company Name: CCIMW

Address: 1810 Scherer Parkway 3

City, State St. Charles MO 63303

Phone number: 314-623-9007

Type of Firm: Sole Proprietorship _____ Partnership _____
Corporation ☒ Other _____

Officer Joe Rickelmann

Title COO

Signature [Signature]

Date 2/18/25

ITEMIZED QUOTE FORM

1	Surface Preparation of Competition Pool	\$14,476
2	Crack and Void Repair Competition Pool	\$4,194
3	Competition Pool Painting using Tnemec Series 161-ENO1 (Cumulus)	\$14,476
4	Competition Pool Painting Lane Lines and Targets Black	\$3,680
4	Management and Mobilization, etc.	N/A

Competition Pool Total Base Bid \$36,826

ALTERNATES

Item	Description	Unit Price
1	Men, Women and Family locker room floor painting. According to Bid Specifications. Management and Mobilization, etc.	\$15,122

Total Bid Amount \$51,948

LIST OF RESOURCES AND REFERENCES

Proposed On-Site Superintendent

TBD

Proposed Equipment to be Used: (All equipment listed shall be readily available to be used on this project on an as needed basis.)

Type	Make and Model	Age	Quantity	Owned/ Rented
375 compressor	Verier	New	1	Rented

Attach references for similar work in the last 5 years.

SEE ATTACHED

POOL REFERENCES

Ryan Howell- City of Troy Parks and Recreation 636-462-7602 ryan@cityoftroymissouri.com

Sandblasted pool, crack chased and repatched, re caulked expansion joints, painted, and striped pool.

Project Cost- \$38,712.00

Project Date- 3/2023

Brian Bacyiniski- City of St. Peters Laurel Pool bbacyini@stpetersmo.net

Sandblasted pool, crack chased and repatched, re caulked expansion joints, painted and striped pool.

Project Cost- \$49,566.00

Project Date- 3/23

Kari Johnson – City of Chesterfield Aquatic kjohnson@chesterfield.mo.us

Sandblasted pool, fixed cracks and repatched, re caulked expansion joints, painted, and striped pool.

Project Cost- \$50,744

Project Date- 3/24

Stevie Weeks- City of O Fallon Parks and Rec Alligator Creek 636-474-8130 sweeks@ofallon.mo.us

Sandblasted pool, grinded and repaired cracks, painted and striped pool.

Project Cost- \$43,638

Project Date- 3/24

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Tarmec - Paint

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

(All remaining work will be done by the Bidder with his own forces.)

CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED: _____

Contractor: _____

By: _____

Date: _____

WORK AUTHORIZATION AFFIDAVIT

Comes now Joe Rickelmann as COO first being duly sworn, on my oath, affirm CCIMW is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services relate to the Chesterfield Aquatic Center Painting Project for the duration of the Contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that CCIMW does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the Chesterfield Aquatic Center Painting Project for the duration of the Contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature]
Signature

Joe Rickelmann
Printed Name

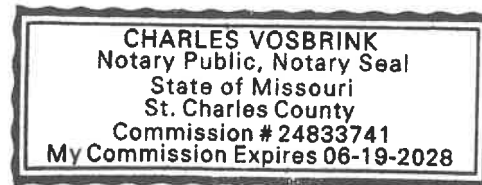
COO
Title

2/18/25
Date

Subscribed and sworn to before me this 18 day of February, 2025. I am commissioned as a notary public within the County of St Charles, State of Missouri, and my commission expires on 06-19-2028.

[Signature]
Seal of Notary
Signature of Notary

2-18-25
Date



ANTI-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Charles

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

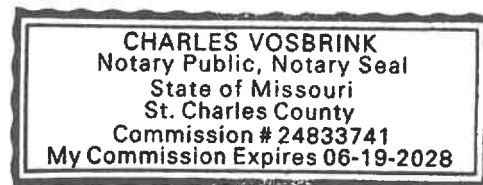
SIGNED: [Signature]

Title: COO

Subscribed and sworn to before me this 18 day of February 2025.

Seal of Notary

Notary Public [Signature]



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



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CCIMW, LLC
1810 Scherer Parkway
Saint Charles, MO 63303

OWNER:

(Name, legal status and address)

City of Chesterfield
690 Chesterfield Pkwy
Chesterfield, MO 63017

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
Keene, NH 03431

Mail Notices To:

The Main Street America Group
Attn: Bond Claims Department
PO Box 2056
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid

PROJECT: Chesterfield Family Aquatic Center Painting Project 2025

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

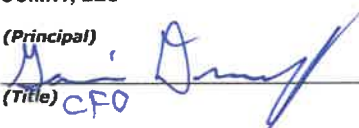
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **21st** day of **February, 2025**


(Witness)

CCIMW, LLC

(Principal)

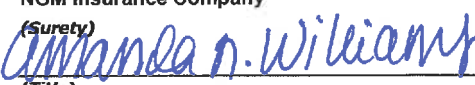

(Title) CFO

(Seal)


(Witness) Donna Robson, Witness

NGM Insurance Company

(Surety)


(Title) Amanda L. Williams, Attorney-in-Fact



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State of Missouri
County of St. Louis

On 2/21/2025, before me, a Notary Public in and for said County and State,
residing therein, duly commissioned and sworn, personally appeared Amanda L. Williams
known to me to be Attorney-in-Fact of

NGM Insurance Company

the corporation described in and that executed the within and foregoing instrument, and known to
me to be the person who executed the said instrument in behalf of said corporation, and he duly
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and
year stated in this certificate above.



Donna Robson, Notary Public

DONNA ROBSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. CHARLES COUNTY
MY COMMISSION EXPIRES JUN. 21, 2025
ID #17367942

My Commission Expires: _____



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Amanda L. Williams, Andrea McCarthy, Andrew P. Thome, Ashley Miller, Dana A. Johnessee, Donna Robson, Michael D. Wiedemeier, Christina A. Culotta, Blake A. Messer, Braden Askew, Shandi Swederska** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

L K R

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ripp

My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

21st day of February, 2025

Nathan Hoyt

Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



Memorandum

To: Mike Geisel, City Administrator

From: Kari Johnson, Superintendent of Recreation *KJ*

Date: 2/21/2025

Subject: St Louis County Paint Recycling Grant

The City has the opportunity to enter into an agreement with the St. Louis County Department of Public Health for a grant, not to exceed \$10,500, to support the recycling of water-based paint at the Chesterfield Earth Day event on April 26, 2025. The initial cost not to exceed \$10,500 will cover an activation fee of \$1,500 and the cost of recycling 30 pounds of paint per car for up to 300 vehicles, totaling \$9,000. Any additional paint beyond the 30-pound limit will be charged to residents at a rate of \$1 per pound. St. Louis County has partnered with Paint Busters, a company that will be onsite to collect the paint.

The City will be responsible for the initial payment to Paint Busters. Following this, a request shall be sent to St. Louis County for full reimbursement.

Additionally, to proceed with the grant application, the City must adopt a resolution affirming the City Council's support for St. Louis County's grant program in alignment with the City's waste reduction efforts. Attached is the resolution for approval.

I recommend the City accept the grant from St. Louis County Department of Public Health and approve a budget amendment of \$10,500 to cover the initial cost associated with the program. Funds shall be transferred from Parks Fund, Fund Reserve to 119-084-5325 Department Supplies.

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

RESOLUTION NO. 505

A RESOLUTION OF THE CHESTERFIELD CITY COUNCIL ENDORSING SAINT LOUIS COUNTY'S GRANT PROGRAM FOR THE CITY'S WASTE REDUCTION EFFORTS.

WHEREAS, the City of Chesterfield is desirous of expanding the level of participation that the citizenry currently utilizes with regards to recycling and waste diversion; and,

WHEREAS, goals have been set to reduce the amount of solid waste in the landfills; and,

WHEREAS, the Saint Louis County Department of Public Health, Waste Management Program, had made funds available through the 2025 Saint Louis County Waste Reduction Grant Program to municipalities; and,

WHEREAS, the City of Chesterfield has submitted an application for this grant program.

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

Section 1. The City Council of the City of Chesterfield supports the application to the 2025 Waste Reduction Grant and commits to provide data pertinent to the grant project to measure success of the grant project.

Section 2. Commit to gaining cooperation and input from residents to support the grant project.

Section 3. The governing body hereby authorizes the City Administrator to sign and execute the contract accepting grant funds from the Saint Louis County Department of Public Health if awarded.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 3RD DAY OF MARCH, 2025.

Presiding Officer

Bob Nation - Mayor

ATTEST:

Vickie McGownd - City Clerk

Memorandum

Department of Public Works



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

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

DATE: February 5, 2025

RE: 2025 Pathway on the Parkway Design Services

In 2024 the City of Chesterfield executed a Transportation Alternatives Program Agreement with the Missouri Highways and Traffic Commission which authorized funding for the missing section of the Pathway on the Parkway. This project will include the construction of 3,500 feet of sidewalk on the south side of Chesterfield Parkway East from Clarkson Road to the Schoettler Road Spur and 600 feet of sidewalk on the west side of Schoettler Road from the Schoettler Road Spur to Chesterfield Pines Lane. Additionally, one lane of the Schoettler Road Spur will be converted from one-way vehicular traffic to a shared use pedestrian / bike lane. The details of this project, including a map, schedule, and cost breakdown, are included in the attached memorandum from Civil Engineer Anjana Kittu.

The next step in this project is to hire an engineering firm to provide design and construction services. In late 2024 the City of Chesterfield issued a Request for Qualifications (RFQ) in accordance with MODOT requirements. Nine engineering firms submitted proposals, which were each reviewed by Engineering Staff. We determined that Volkert Incorporated was the firm most qualified to perform the required engineering services, and subsequently negotiated a scope and fee as detailed in the memorandum from Ms. Kittu.

The 2025 Budget includes \$255,000 for Pathway on the Parkway design services in Account 120-079-5261. If approved, design will commence once contracts are executed, followed by right-of-way acquisition in 2026 and construction in 2027. Should you have questions or require additional information, please let me know.

Concurrence:

JS Kelly
Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to City Council for consideration. Should City Council concur with Staff's recommendation it should authorize the City Administrator to execute a contract with Volkert Incorporated in an amount not to exceed \$439,000. This includes \$248,107 for design services, \$183,200 for construction engineering services, and a modest contingency to account for additional work or change orders. If approved, a 2025 Purchase Order will be generated in the budgeted amount of \$255,000 to cover design expenses. A request for approval of the construction engineering fees will be submitted at a later date, concurrent with a construction contract.



Memorandum

Department of Public Works

TO: James Eckrich, PE
Director of Public Works / City Engineer

FROM: Anjana Kittu, PE *ATK*
Civil Engineer

DATE: February 5, 2025

RE: Pathway on the Parkway (2024-PW-09)
Federal Project #: TAP-5410(637)

In January 2024 the City of Chesterfield was awarded a Transportation Alternatives Program (TAP) grant in an amount up to \$1,832,000 for the construction of the Pathway on the Parkway project. Once complete, this project will fill the last remaining gap in the Pathway on the Parkway. It will also provide a continuous pedestrian route on Schoettler Road from Clayton Road to Chesterfield Parkway.

The project consists of constructing 3,500 feet of six-foot sidewalk on the south side of Chesterfield Parkway East from Clarkson Road to Schoettler Road Spur and 600 feet of five-foot sidewalk on the west end of Schoettler Road from the Schoettler Road Spur to Chesterfield Pines Lane. Additionally, one lane of the Schoettler Road Spur will be converted from one-way vehicular traffic to a shared use pedestrian/bicycle lane. The project will be constructed in accordance with Americans with Disabilities Act (ADA) design standards. The total estimated project cost is \$2,290,000, of which the TAP grant will fund 80% (\$1,832,000), with the remaining 20% (\$458,000) funded by the City.



In September 2024, a Request for Qualifications (RFQ) was released to seek the services of a consulting engineering firm to perform professional engineering services for the project. The City received Letters of Interest and Statements of Qualifications from nine (9) engineering firms. The submittals were evaluated based on criteria in the RFQ, which included experience, technical competence, capacity and capability, and past record of performance. The top scoring firm, Volkert, Inc., was selected as the most qualified firm to provide the necessary professional engineering services.

Staff met with Volkert, Inc. for an initial scoping meeting in December 2024. Through negotiations, a scope of services was finalized with Volkert, Inc. agreeing to a fee of up to \$248,107 for design and \$183,200 for construction engineering services. Upon contract execution, the Engineering Services Contract and supporting documents will be submitted to the Missouri Department of Transportation (MoDOT) for review. Once approved, Volkert, Inc. will be provided Notice to Proceed.

I recommend requesting authorization to execute an Engineering Services Contract with Volkert, Inc. in an amount not to exceed \$439,000. This includes \$248,107 for engineering design services and \$183,200 for construction engineering services, and a modest contingency to account for any unforeseen conditions and/or additional work. The approved 2025 budget includes \$255,000 for the engineering design services for this project.

The following is a cost breakdown summary for the project:

Phase	Grant	City Share	Total	Year
Design Engineering	\$ 204,000	\$ 51,000	\$ 255,000	2025
Right-of-Way Acquisition	\$ 12,000	\$ 3,000	\$ 15,000	2026
Construction	\$ 1,468,800	\$ 367,200	\$ 1,836,000	2027
Construction Engineering	\$ 147,200	\$ 36,800	\$ 184,000	2027
TOTALS	\$ 1,832,000	\$ 458,000	\$ 2,290,000	

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



MEMORANDUM

DATE: February 5, 2025

TO: Jim Eckrich, Public Works Director

FROM: Matt Dooley, Project Manager 

SUBJECT: 2025 Sidewalk Mudjacking Project (2025-PW-14)

The 2025 Capital Projects budget includes a leveling project whereby a contractor will level sidewalk sections to remove deficiencies through the use of a mud-jacking process. This will allow the City of Chesterfield to repair additional sidewalk and will reduce the number of slabs that will require full removal and replacement within the Sidewalk A Project.

This project will address sidewalk deficiencies in a number of subdivisions, including Chesterfield Trails, Coventry Farm Addition, Hunters Point, Wellington Estates and Justus Post Road.

On February 4, 2025, the City of Chesterfield publicly opened bids for the above referenced project, with one bid received.

Contractor	Total Bid
Lift Rite, Inc.	\$ 96,937.50

The low bidder, Lift Rite, Inc. has successfully performed the mud-jacking process for the City of Chesterfield and various other municipalities. **Accordingly, I recommend acceptance of the bid of \$96,937.50 submitted by Lift Rite, Inc. and request authorization in an amount not to exceed \$100,000.00** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 4, 2025

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through TS-3, for the

Sidewalk Mudjacking Project
2025-PW-14

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

The City is requesting unit price proposals for this work, consisting of all work necessary to level displaced sidewalk sections by use of a mudjacking method, in various locations, as designated by the City.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:

Company Name:

Address:

City, State

Phone number:

Fax:

E-mail address:

Type of Firm:

Sole Partnership _____

Corporation ☒

Partnership _____

Other _____

Officer

Title

Signature

Date

**ITEMIZED BID
CITY OF CHESTERFIELD
2025 SIDEWALK MUDJACKING PROJECT
2025-PW-14**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Mudjack displaced sidewalk sections.	each	1,175	<u>\$82.50</u>	<u>\$96,937.50</u>

TOTAL BID \$96,937.50



BID TABULATION
2024 SIDEWALK MUDJACKING PROJECT
2025-PW-14
February 4, 2025

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		Lift Rite, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Mudjack displaced sidewalk sections.	Each	1,175	\$85.00	\$99,875.00	\$82.50	\$96,937.50
	TOTAL BID				\$99,875.00		\$96,937.50

Memorandum

Department of Public Works



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

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

DATE: February 5, 2025

RE: 2025 Sidewalk Project A

As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was recently updated earlier this year. The 2025 Budget includes \$910,000 for sidewalk and curb ramp repairs and improvements. As you may recall, the original budget submittal included \$610,000, but was subsequently increased by \$300,000 by City Council in an effort to improve more sidewalks and curb ramps. This supplemental funding allowed both Project A and Project B to be increased by \$100,000, plus an additional \$100,000 for a project to improve curb ramps.

Sidewalk Project A is specifically funded at \$400,000 within Account 120-079-5497. This project will contain two components – a sidewalk leveling contract (\$100,000) and a sidewalk replacement contract (\$300,000). The details and locations of both projects are contained in the attached memoranda from Project Manager Matt Dooley. Essentially, we will first level all sidewalk slabs that can be addressed by mud-jacking. After the leveling project is completed any sidewalk deficiencies which cannot be rectified by leveling will be scheduled for removal /replacement as part of Sidewalk Replacement Project A. Subdivisions where work is scheduled include Chesterfield Trails, Coventry Farm Addition, Hunters Point, Wellington Estates, and Justus Post Road.

The Department of Public Works publicly opened bids for the 2025 Sidewalk Leveling Project on February 4, 2025. The results of this bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, Mr. Dooley is recommending that the City select the low bidder, Lift-Rite Incorporated, to perform the requested sidewalk leveling. Lift-Rite’s bid is within budget, they have successfully performed this work for the City in the past, and they are positively

recommended by Public Works Staff. **Accordingly, I recommend that the City accept the bid from Lift-Rite (\$96,937.50) with an authorization not to exceed the budgeted amount of \$100,000.**

In addition to the leveling contract, the Department of Public Works also publicly opened bids for the 2025 Sidewalk Replacement Project A on February 4, 2025. The results of this bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, Mr. Dooley is recommending that the City select the low bidder, SIC Concrete, to perform the requested sidewalk replacement work. SIC's bid is within budget and they have successfully performed this type of work in the St. Louis area. While SIC has not previously worked for the City of Chesterfield, they do have positive references. **Accordingly, I recommend that the City accept the bid from SIC Concrete (\$201,550) with an authorization not to exceed the budgeted amount of \$300,000.** This will result in a total project allocation of \$400,000, which is the amount budgeted for Sidewalk Project A.

Please note that Project Manager Matt Dooley is retiring from the City of Chesterfield effective February 7, after 31 years of service to the City. This project will be managed by newly appointed Project Manager Jeff Denu.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should:

- 1) Authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$100,000.
- 2) Authorize the City Administrator to enter into an Agreement with SIC Concrete in an amount not to exceed \$300,000.

All work will be completed using existing budgeted funding within the Capital Projects Fund.

Concurrence:



Jeannette Kelly, Director of Finance



MEMORANDUM

DATE: February 4, 2025
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager 
SUBJECT: 2025 Sidewalk Replacement Project, 2025-PW-04A

On February 4, 2025, the City of Chesterfield publicly opened bids for the above referenced project, with six bids received.

Contractor	Total Bid
SIC Concrete	\$ 201,550.00
E. Meier Contracting	\$ 209,682.50
Amcon Municipal Concrete	\$ 212,062.50
M&H Concrete	\$ 227,887.50
Spencer Contracting	\$ 244,751.00
Lamke Trenching & Excavating	\$ 308,875.00

Although the low bidder, SIC Concrete has not previously worked for the City of Chesterfield, they have successfully completed larger sidewalk projects for the City of St. Louis, as well as other companies. **Accordingly, I recommend acceptance of the bid of \$201,550.00 submitted by SIC Concrete, with the cost of the project not to exceed \$300,000.00.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

The sidewalks to be replaced as part of this project will be in the Chesterfield Trails, Hunters Point, Coventry Farm Addition and Wellington Estates, as well as Justus Post Road.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

EXHIBIT A**BID FORM**

BID TIME: 10:30 a.m.

BID DATE: Tuesday, February 4, 2025

TO: THE CITY OF CHESTERFIELD

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

2025 Sidewalk Replacement Project A
2025-PW-04A

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

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct approximately 20,000 square feet of 4" thick and 450 square feet of 6" thick existing sidewalk, 2 handicap ramps, and 2 concrete aprons, including all necessary property restoration. The location of this project will be in the Coventry Farm Addition, Hunters Point, Wellington Estates and Chesterfield Trails subdivisions, as well as Justus Post Road and other streets, as designated by the City.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:

Company Name: Superior Industrial Coatings LLC dba SIC Concrete

Address: 4351 Bridgeton Industrial Dr.

City, State: Bridgeton, Mo. 63044

Phone number: 636-293-5820 Fax: _____

E-mail address: Kim@sicmidwest.com

Type of Firm: Sole Partnership _____ Partnership _____
Corporation _____ Other _____

Officer: Kimberly Williams

Title: Office Administrator

Signature: *Kimberly Williams*

Date: 02/02/2025

**ITEMIZED BID
CITY OF CHESTERFIELD
2025 SIDEWALK REPLACEMENT PROJECT
2025-PW-04 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	20,000	<u>\$9.50</u>	<u>\$190,000</u>
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	450	<u>\$11.00</u>	<u>\$4,950</u>
3.1	Removal and Replacement Accessible Curb Ramps	Each	2	<u>\$2,300</u>	<u>\$4,600</u>
4.1	Removal and Replacement of Drive Approach	Each	2	<u>\$1,000</u>	<u>\$2,000</u>
TOTAL BID					<u>\$201,550</u>



BID TABULATION
2022 SIDEWALK REPLACEMENT PROJECT
2025-PW-04A
February 4, 2025

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		SIC Concrete		E. Meier Contracting		Amcon Municipal Concrete		M&H Concrete Contractors		Spencer Contracting		Lamke Trenching and Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	20,000	\$14.00	\$280,000.00	\$9.50	\$190,000.00	\$10.00	\$200,000.00	\$10.25	\$205,000.00	\$11.00	\$220,000.00	\$11.35	\$227,000.00	\$14.50	\$290,000.00
2.1	Removal and Repalcement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	450	\$16.00	\$7,200.00	\$11.00	\$4,950.00	\$11.85	\$5,332.50	\$11.25	\$5,062.50	\$11.75	\$5,287.50	\$12.78	\$5,751.00	\$15.50	\$6,975.00
3.1	Removal and Replacement Accessible Curb Ramps	Each	2	\$2,500.00	\$5,000.00	\$2,300.00	\$4,600.00	\$1,255.00	\$2,510.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$2,500.00	\$5,000.00	\$2,450.00	\$4,900.00
4.1	Removal and Replacement of Drive Approach	Each	2	\$3,500.00	\$7,000.00	\$1,000.00	\$2,000.00	\$920.00	\$1,840.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
	TOTAL BID				\$299,200.00		\$201,550.00		\$209,682.50		\$212,062.50		\$227,887.50		\$244,751.00		\$308,875.00

Memorandum

Department of Public Works



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

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

DATE: February 18, 2025

RE: 2025 Sidewalk Project B

As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was recently updated earlier this year. The 2025 Budget includes \$910,000 for sidewalk and curb ramp repairs and improvements. As you may recall, the original budget submittal included \$610,000, but was subsequently increased by \$300,000 by City Council in an effort to improve more sidewalks and curb ramps. This supplemental funding allowed both Project A and Project B to be increased by \$100,000, plus an additional \$100,000 for a project to improve curb ramps.

Sidewalk Project A is specifically funded at \$300,000 within Account 120-079-5497. This project will fund high priority sidewalk replacement throughout the City of Chesterfield. The Department of Public Works publicly opened bids for the 2025 Sidewalk Replacement Project B on February 18, 2025. The results of this bid opening are detailed in the attached memorandum from Project Manager Scott Winka. As you can see, Mr. Winka is recommending that the City select the low bidder, M&H Concrete, to perform the requested sidewalk replacement work. M&H’s bid is within budget and they have successfully performed concrete work for the City of Chesterfield in the past. As you may recall, M&H was awarded both Slab Project A and Slab Project B earlier this year. This will work out well as M&H will already be in the City of Chesterfield this summer replacing concrete slabs. **Accordingly, I recommend that the City accept the bid from M&H Concrete (\$199,040) with an authorization not to exceed the budgeted amount of \$300,000.**

Concurrence:

[Signature]
Jeannette Kelly, Director of Finance

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with M&H Concrete in an amount not to exceed \$300,000 for Sidewalk Replacement Project B.

All work will be completed using existing budgeted funding within the Capital Projects Fund.



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

Memorandum Department of Public Works

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

FROM: Scott Winka – Project Manager

DATE: February 18, 2024

RE: 2025 Sidewalk Replacement Project - Area B

As you are aware, sealed bids for the project were opened on February 18, 2024 at 10:00am. There were six bidders on the project; Spencer Contracting, Lamke Trenching & Excavation, M&H Concrete Contractors, Vision Civil Construction, Amcon Municipal Concrete and SIC Concrete. M&H Concrete Contractors is the lowest, responsive and responsible bidder with a bid of \$199,040.00 (bid attached). M&H Concrete Contractors have completed work in the City of Chesterfield before and have positive references.

I recommend requesting authorization to enter into an agreement with M&H Concrete Contractors, Inc to provide sidewalk removal and replacement for the 2025 Sidewalk Replacement Project B in an amount not to exceed \$300,000. This amount includes a contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

Attachments: Sidewalk Replacement Project B Bid Tabulation
M&H Concrete Contractors Inc Concrete Bid



BID TABULATION
2025 SIDEWALK REPLACEMENT PROJECT B
2025-PW-04B
February 18, 2025

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		M&H Concrete		SIC Concrete		Spencer Contracting		Amcon Municipal Concrete		Vision Civil Construction		Lamke Trenching & Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	21,000	\$13.50	\$283,500.00	\$9.24	\$194,040.00	\$9.75	\$204,750.00	\$11.53	\$242,130.00	\$12.50	\$262,500.00	\$15.35	\$322,350.00	\$15.75	\$330,750.00
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	300	\$14.50	\$4,350.00	\$10.00	\$3,000.00	\$10.75	\$3,225.00	\$12.25	\$3,675.00	\$13.50	\$4,050.00	\$20.00	\$6,000.00	\$16.50	\$4,950.00
3.1	Removal and Replacement Accessible Curb Ramps	L.S.	2	\$2,500.00	\$5,000.00	\$500.00	\$1,000.00	\$1,150.00	\$2,300.00	\$1,800.00	\$3,600.00	\$500.00	\$1,000.00	\$3,750.00	\$7,500.00	\$2,500.00	\$5,000.00
4.1	Removal and Replacement of Drive Approach	L.S.	2	\$3,500.00	\$7,000.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$1,800.00	\$3,600.00	\$500.00	\$1,000.00	\$3,750.00	\$7,500.00	\$2,700.00	\$5,400.00
TOTAL BID					\$299,850.00		\$199,040.00		\$211,775.00		\$253,005.00		\$268,550.00		\$343,350.00		\$346,100.00

EXHIBIT A**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 18, 2025

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the

2025 Sidewalk Replacement Project B
2025-PW-04B

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

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct 4" thick, 6" thick existing sidewalk, handicap ramps, and concrete aprons, including all necessary property restoration in various locations, as designated by the City.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:Company Name: M&H Concrete Contractors, Inc.Address: 3151 Industrial Park Place West.City, State St. Peters, MO 63376Phone number: 636-379-9682 Fax: 636-379-9684E-mail address: office@mandhconcrete.com

Type of Firm: Sole Partnership ☐ Partnership ☐
Corporation ☒ Other ☐

Officer Rick MattesonTitle VP/SecretarySignature Date 2/18/25

**ITEMIZED BID
CITY OF CHESTERFIELD
2025 SIDEWALK REPLACEMENT PROJECT
2025-PW-04 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	21,000	\$9.24	\$ 194,040.00
2.1	Removal and Repalcement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	300	\$10.00	\$ 3,000.00
3.1	Removal and Replacement Accessible Curb Ramps	Each	2	\$500.00	\$ 1,000.00
4.1	Removal and Replacement of Drive Approach	Each	2	\$500.00	\$ 1,000.00
TOTAL BID					\$ 199,040.00

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

**FROM: Elliot Brown,
Assistant City Administrator**

Date: February 7, 2025

RE: 2025 Chesterfield Citizen Purchase Order



The 2025 Budget includes \$65,280 in Account 001-036-5262 Public Relations for the cost of producing our quarterly newsletter, the *Chesterfield Citizen*. For many years, the *Citizen* has been printed and mailed by the same vendor, A Graphic Resource, which was purchased recently by Minuteman Press, a Chesterfield company. The professional-grade magazine-style newsletter is one of the City's primary methods of communicating our programs, events and useful information about our services to residents and businesses. In last year's community survey, 80% of respondents were satisfied or very satisfied with the quality of the *Citizen*.

In preparing the 2025 budget, staff solicited quotes from several print vendors: Minuteman Press, Swift Print Communications, Stolze Printing Company, and Messenger Print Group. While Minuteman Press returned the lowest quote for the *Citizen*, they were unable to complete their business license renewal process in time to provide the service for 2025. Minuteman also experienced some process issues during 2024 that resulted in unexpected delays. Instead, this year we are working with Swift Print Communications, a company based in the St. Louis region that has extensive experience printing marketing materials for municipalities and private industries.

Each quarterly newsletter is invoiced separately for printing and postage. Postage costs fluctuate each publication based on total number of copies mailed and current USPS rates. For 2025, based on historical rates and projected USPS rate increases, we estimated the postage cost for each newsletter to be around \$5,000 for a total annual cost of \$20,000.

The following quote was received from Swift Print Communications for printing the 2025 newsletter broken into possible page counts:

16 Pages - \$9,270	32 Pages - \$15,943
24 Pages - \$14,519	40 Pages - \$22,654

Using page counts from previous *Citizen* publications, the following printing cost estimates were given for 2025:

Spring: \$15,943 **Summer:** \$15,943 **Fall:** \$15,943 **Winter:** \$9,270

In addition to the magazine-style newsletter, Swift Print Communications offers a removable calendar insert option for an additional \$2,400 per edition. Staff believes this removable calendar would help residents identify events and programs they are interested in, ultimately increasing participation. Another benefit to the removable calendar is that it provides additional space within the *Citizen* to spotlight important programs, events and services. We would like to produce a removable calendar for the 2025 Summer, Fall, and Winter editions for a total cost of \$7,200

The total cost of producing and mailing the 2025 *Citizen* was previously estimated to be \$65,280. With the increase in postage costs, the change in vendor and the inclusion of the calendar insert option, the 2025 *Citizen* is now projected to be **\$84,299**.

Action Recommended

Per the City's Special Procurement Procedures, this matter should be forwarded to Council for review and consideration. Should Council approve the Staff assessment above, it should authorize the City Administrator to contract with Swift Print Communications for production of the 2025 *Citizen* newsletters at an estimated cost of **\$84,299**. This approval requires a budget transfer from the General Fund Reserves account in the amount of **\$19,019** to cover the increased cost.

Concurrence: 

Please forward this request for budget amendment to City Council for their review and authorization.

 2025-2-12

CHESTERFIELD CITIZEN BUDGET

	Page Count	FULL AMOUNT	Book Production Cost	Postage Cost	Print Quantity	Mailing Quantity
SPRING 2022	40	\$ 12,848.48	\$ 8,422.00	\$ 4,426.48	23,880	23,479
*Citizen & Guide						
SUMMER 2022	24	\$ 10,974.07	\$ 6,549.00	\$ 4,425.07	23,700	23,441
*Citizen & Guide						
FALL 2022	32	\$ 12,684.69	\$ 7,870.00	\$ 4,814.69	24,125	23,924
*Citizen & Guide						
WINTER 2022	16	\$ 10,392.34	\$ 5,576.00	\$ 4,816.34	24,150	23,926
*Citizen						
ANNUAL 2022	\$ 46,899.58					
SPRING 2023	48	\$ 20,504.75	\$ 14,560.00	\$ 5,944.75	24,157	23,880
*Citizen & Guide						
<i>*moved to 70# Gloss Paper</i>						
SUMMER 2023	32	\$ 14,871.55	\$ 9,904.00	\$ 4,967.55	24,130	23,905
*Citizen & Guide						
FALL 2023	32	\$ 15,637.35	\$ 10,412.00	\$ 5,225.35	24,300	24,078
*Citizen & Guide						
WINTER 2023	16	\$ 10,834.63	\$ 6,354.00	\$ 4,480.63	22,706	24,078
*Citizen						
ANNUAL 2023	\$ 61,848.28					
SPRING 2024	32	\$ 14,504.11	\$ 9,884.00	\$ 4,620.11	22,686	22,486
*Citizen & Guide						
SUMMER 2024	32	\$ 14,699.78	\$ 10,186.00	\$ 4,513.78	22,707	22,487
*Citizen & Guide						
FALL 2024	32	\$ 15,058.92	\$ 10,210.00	\$ 4,848.92	24,400	24,400
*Citizen & Guide						
WINTER 2024	16	\$ 13,615.34	\$ 8,762.00	\$ 4,853.34	24,400	24,400
*Citizen & Guide						
ANNUAL 2024	\$ 57,878.15					
SPRING 2025 (est)	32	\$ 20,943.00	\$ 15,943.00	\$ 5,000.00	22,686	22,486
*Citizen & Guide						
SUMMER 2025 (est)	32	\$ 23,343.00	\$ 18,343.00	\$ 5,000.00	22,707	22,487
*Citizen & Guide & Calendar						
FALL 2025 (est)	32	\$ 23,343.00	\$ 18,343.00	\$ 5,000.00	24,400	24,400
*Citizen & Guide & Calendar						
WINTER 2025 (est)	16	\$ 16,670.00	\$ 11,670.00	\$ 5,000.00	24,400	24,400
*Citizen & Guide & Calendar						
ANNUAL 2025 (est)	\$ 84,299.00					

Acct: 001.036.5262 Public Relations



Budget Worksheet Report

Budget Year 2025

2025 City Council
Approved

Account Account Description

Fund **001 - General Fund**

EXPENSE

Division **036 - Central Services**
Contractual Services

5262 Public relations 69,280.00

Comments

Level

Comment

Requestor

to be completed by Elliot/Kirstyn
2025 Citizen Postage projected 8% increase

Budget Transactions

Level

Transaction

Number of Units

Cost Per Unit

Total Amount

Requestor

Citizen Newsletter - Postage

4.0000

5,670.00

22,680.00

Requestor

Citizen Newsletter - Printing

4.0000

10,650.00

42,600.00

Requestor

Public Relations, postage, stock photos, volunteer expenses)

1.0000

4,000.00

4,000.00

Requestor Totals

\$69,280.00

Contractual Services Totals

\$69,280.00

Division **036 - Central Services Totals**

\$69,280.00

EXPENSE TOTALS

\$69,280.00

Fund **001 - General Fund Totals**

EXPENSE TOTALS

\$69,280.00

Fund **001 - General Fund Totals**

(\$69,280.00)

Net Grand Totals

REVENUE GRAND TOTALS

\$0.00

EXPENSE GRAND TOTALS

\$69,280.00

Net Grand Totals

(\$69,280.00)



Swift Print Communications

PO Box 28252

St. Louis, MO 63132

Ph: (314) 991-4300

Fax: (314) 991-3080

Web: www.swiftgobig.com



Estimate

Mr. Elliot Brown
City of Chesterfield
690 Chesterfield Parkway W
Chesterfield,, Missouri 63017
Phone:636 567-4705

Number:

EST0024116

Date:

07/25/2024

Quantity	Description	Amount
	Rev:1 - QUARTERLY NEWSLETTER 8.5x10.875 4/4 16, 24, 32, 40pp SC 70# GI Txt Indigo Proof Cut, Fold, Stitch, Inkjet, Sort, Mail FOB PO Self-Cover Stitched Newsletters - Options for: - 16 pg. - 24 pg. - 32 pg. - 40 pg. Printing 25,000 - mailing only 23,000. Balance to deliver Option for a bind in Calendar 8.5x11 4cp2s 100# Gloss Text Cut Fold and Saddle Stitch into 24, 32 and 40 Page Versions	
25000	Quarterly Newsletter: 16 pg. Option - 16 pages 4/4, 8.5 x 10.875 16 pg., 70# House Gloss Book Preflight: pre-flight job Indigo book proof Offset Printing Folding Saddle Stitch Presort mail list NCOA mail List Inkjetting Carton Pack Delivery: Delivery to Local Post Office	\$9,270.00

Page 1 of 5



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City of Chesterfield
690 Chesterfield Parkway W
Chesterfield,, Missouri 63017
Phone:636 567-4705

Number:

EST0024116

Date:

07/25/2024

25000	Quarterly Newsletter: 24 pg. Option - 16 pages 4/4, 8.5 x 10.875 16 pg., 70# House Gloss Book - Preflight: pre-flight job - Indigo book proof - Offset Printing - Folding - Saddle Stitch - Presort mail list - 8 pages 4/4, 8.5 x 10.875 8 pg. , 70# House Gloss Book - Indigo book proof - Offset Printing - Folding - Assembly - Saddle Stitch - Presort mail list - NCOA mail List - Inkjetting - Carton Pack - Delivery: Delivery to Local Post Office	\$14,519.00
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City of Chesterfield
690 Chesterfield Parkway W
Chesterfield,, Missouri 63017
Phone:636 567-4705

Number:

EST0024116

Date:

07/25/2024

25000	Quarterly Newsletter: 32 pg. Option - 32 pages 4/4, 8.5 x 10.875 32 pg., 70# House Gloss Book Preflight: pre-flight job Indigo book proof Offset Printing Folding Saddle Stitch Presort mail list NCOA mail List Inkjetting Carton Pack Delivery: Delivery to Local Post Office	\$16,996.00
Additional Quantities 2000 - \$4,477.06 25000 - \$16,996.00		



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Estimate

Mr. Elliot Brown
 City of Chesterfield
 690 Chesterfield Parkway W
 Chesterfield,, Missouri 63017
 Phone:636 567-4705

Number: **EST0024116**
 Date: 07/25/2024

25000	Quarterly Newsletter: 40 pg. Option - 32 pages 4/4, 8.5 x 10.875 32 pg., 70# House Gloss Book Preflight: pre-flight job Indigo book proof Offset Printing Folding Saddle Stitch Presort mail list - 8 pages 4/4, 8.5 x 10.875 8 pg. , 70# House Gloss Book Indigo book proof Offset Printing Folding - Assembly Saddle Stitch Presort mail list NCOA mail List Inkjetting Carton Pack Delivery: Delivery to Local Post Office	\$22,654.00
25000	Calendar Option - 1 sheet(s) 4/4, 8.5 x 11 Calendar, 100# House Gloss Book Preflight: pre-flight job Indigo Proof Offset Printing Folding Saddle Stitch Extra Setup time for Saddle Stitching.	\$2,400.00
Total(USD)		\$65,839.00



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City of Chesterfield
690 Chesterfield Parkway W
Chesterfield,, Missouri 63017
Phone:636 567-4705

Number: **EST0024116**

Date: 07/25/2024

We, at Swift Print Communications, would like to thank you for the opportunity to submit this proposal. All specifications and terms are outlined above. This quotation is based on the assumption that all supplied files are ready for output and is bound by the industry standard "Printers Terms & Conditions" (Found on our Website). Any corrections or changes necessary to ensure successful output will be charged as additional work at the appropriate hourly rate, upon approval of the customer. Prices are valid for 60 days. However, paper prices included in this price are as of today's date. Since paper pricing is subject to change without notice, price will have to be confirmed when job is received and adjusted accordingly if necessary. Sales tax is not included in this estimate. It may or may not be charged on the final invoice depending on your sales tax status as filed with Swift. Please contact me if you have any questions regarding this proposal. I look forward to working with you on this project.



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Estimate

Mr. Elliot Brown
City of Chesterfield
690 Chesterfield Parkway W
Chesterfield,, Missouri Phone:636 567-4705

Number: **EST0026834**
Date: 01/23/2025

Quantity	Description	Amount
	Rev:1 - QUARTERLY NEWSLETTER 8.5x10.875 4/4 32 SC 70# GI Txt Indigo Proof Cut, Fold, Stitch, Inkjet, Sort, Mail FOB PO Printing 23,000 - mailing only 22,808. Balance to deliver	
23000	Quarterly Newsletter: 32 pg. Option - 32 pages 4/4, 8.5 x 10.875 32 pg., 70# House Gloss Book Preflight: pre-flight job Indigo book proof Offset Printing Folding Saddle Stitch List Maintenance/Dedupe Append Walk Sequence Presort mail list NCOA mail List Inkjetting Carton Pack Delivery: Delivery to Local Post Office	\$15,943.00
22908	Estimated Postage for 22,808 records using Walk Seq Carrier Rte - pages , Estimated Postage	\$4,998.04
Total(USD)		\$20,941.04

We, at Swift Print Communications, would like to thank you for the opportunity to submit this proposal. All specifications and terms are outlined above. This quotation is based on the assumption that all supplied files are ready for output and is bound by the industry standard "Printers Terms & Conditions" (Found on our Website). Any corrections or changes necessary to ensure successful output will be charged as additional work at the appropriate hourly rate, upon approval of the customer. Prices are valid for 60 days. However, paper prices included in this price are as of today's date. Since paper pricing is subject to change without notice, price will have to be confirmed when job is received and adjusted

Page 1 of 2



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Estimate

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City of Chesterfield
690 Chesterfield Parkway W
Chesterfield,, Missouri Phone:636 567-4705

Number:

EST0026834

Date:

01/23/2025

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