



AGENDA CITY COUNCIL MEETING

Chesterfield City Hall
690 Chesterfield Parkway West
Monday, April 8, 2024
7:00 PM

- I. CALL TO ORDER - - Mayor Bob Nation**
- II. PLEDGE OF ALLEGIANCE -**
- III. MOMENT OF SILENT PRAYER -**
- IV. ROLL CALL -**
- V. APPROVAL OF MINUTES -**
 - A. City Council Meeting Minutes - March 4, 2024 -**
- VI. INTRODUCTORY REMARKS -**
- VII. COMMUNICATIONS AND PETITIONS -**
- VIII. APPOINTMENTS -**
- IX. COUNCIL COMMITTEE REPORTS -**
- X. Planning and Public Works Committee - Chairperson Merrell Hansen, Ward IV -**
 - A. Bill No. 3495 - P.Z. 12-2022 West County YMCA - Amends the Zoning Ordinance 2520 of the City of Chesterfield by changing the boundaries of the "PC" Planned Commercial District to a new "PC" Planned Commercial District for a 5.61 acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran's Place Dr. (18T340388, 18T620217). (Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**

XI. Finance and Administration Committee - Chairperson Michael Moore, Ward III -

- A. Bill No. 3496 - Phased Retirement Agreement** - Adopts the October 5, 2023 continuity of operations plan and authorizes the Mayor to enter into a phased retirement agreement with the City Administrator. **(Second Reading) Finance and Administration Committee recommends approval.**

XII. REPORT FROM THE CITY ADMINISTRATOR -

- A. Liquor License - Satchmos Bar & Grill** - Satchmos Bar & Grill has requested a new liquor license for retail sale of all kinds of intoxicating liquor, to be consumed on premises and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

XIII. OTHER LEGISLATION -

- A. Bill No. 3489 - Condemnation Proceedings** - Authorizes the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate a lease; and authorizes certain city officials and officers to execute all instruments necessary to carry out the intent of this ordinance. **(Second Reading)**

XIV. UNFINISHED BUSINESS -

XV. NEW BUSINESS -

XVI. ADJOURNMENT -

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

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

MARCH 4, 2024

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 February 20, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the February 20, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 20, 2024 City Council meeting were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the February 20, 2024 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

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

COMMUNICATIONS AND PETITIONS

Mr. Ty Wagner, 2720 Indiana Avenue, stated that he was available to answer any questions pertaining to Bill No. 3495 (P.Z. 12-2023 West County YMCA).

APPOINTMENTS

There were no appointments scheduled on the agenda for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3493 Amends Title III, Schedule VI of the Chesterfield Municipal Code by adding yield signs on Mill Spring at Big Timber Lane **(Second Reading) Planning and Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3493. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3493 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3493 with the following results: Ayes – Hansen, Budoor, Monachella, Hurt, Wahl, Mastorakos, Moore and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3493 approved, passed it and it became **ORDINANCE NO. 3282**.

Bill No. 3494 Amends the traffic generation assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri **(Second Reading) Planning and Public Works Committee recommends approval**

Councilmember Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3494. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3494 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3494 with the following results: Ayes – Monachella, Mastorakos, Budoor, Hansen, Wahl, Moore, McGuinness and Hurt. Nays –

None. Whereupon Mayor Nation declared Bill No. 3494 approved, passed it and it became **ORDINANCE NO. 3283.**

Bill No. 3495 Amends the Zoning Ordinance 2520 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 5.61 acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee with the condition that the medical office be permitted as an accessory use**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3495.

Councilmember Hansen made a motion, seconded by Councilmember Budoor, to amend the original motion by incorporating the green sheet amendments that the medical office use be permitted as an accessory use only and be restricted to the same operating hours as the facility. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken on the original motion as amended, with a unanimous affirmative result and the motion, as amended, was declared passed. Bill No. 3495 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, March 21, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember Budoor, to authorize the destruction of records, as recommended by the City Clerk, and unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve a proposed resolution adopting personnel manual revisions as unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 496.

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve a proposed resolution adopting salary administration manual revisions, as

recommended by executive staff, and unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 497.

Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve a proposed resolution adopting a bid protest procedure for the North Outer 40 Sanitary Sewer Improvements, as unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 498.

Bill No. 3496 Adopts the October 5, 2023 continuity of operations plan prepared by the City Administrator and authorizes the Mayor to enter into a phased retirement agreement with Michael O. Geisel, The City Administrator **(First Reading) Finance and Administration Committee recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3496. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3496 was read for the first time.

Parks, Recreation & Arts Committee

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Moore, to approve acceptance of the “Gotta Practice” sculpture in conjunction with the City’s participation with the 2024 Sculpture on the Move program. A roll call vote was taken with the following results: Ayes – Mastorakos, Hurt, Monachella, Hansen, McGuinness, Budoor, Wahl and Moore. Nays – None. Mayor Nation declared the motion passed.

Public Health & Safety Committee

Bill No. 3481 Amends sections 210.900 and 220.150 of the City municipal code related to firearms regulations. **First Read on 11/20/2023 (Second Reading) Public Health & Safety Committee recommends approval with Blue Sheet Amendments**

Councilmember Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Wahl, for the second reading of Bill No. 3481.

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to amend the original motion by incorporating the blue sheet amendments, as recommended by the City Attorney. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken on the original motion as amended, with a unanimous affirmative result and the motion, as amended, was declared passed. Bill No. 3481 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3481 with the following results: Ayes – Budoor, Mastorakos, McGuinness, Moore, Monachella, Hurt, Wahl and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3481 approved, passed it and it became **ORDINANCE NO. 3284**.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2024 Sidewalk Replacement Project 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 lowest and best bid from Amcon Municipal Concrete for the 2024 Sidewalk Replacement Project B, and authorization for the City Administrator to execute a contract in an amount not to exceed \$200,000. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Hurt, Hansen, Budoor, McGuinness, Wahl and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Public Works Facility Overhead Doors. 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 lowest and best bid from Zumwalt Corporation for replacement of four overhead doors at the Public Works Maintenance Facility, and authorization for the City Administrator to execute a contract in an amount not to exceed \$50,000. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Budoor, McGuinness, Hansen, Monachella, Moore, Mastorakos, Hurt and Wahl. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Popshelf, located at 34 THF Boulevard, has requested a new liquor license for retail sale of all kinds of intoxicating liquor, not to be consumed on premises, 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 Wahl, to approve issuance of a new liquor license to Popshelf. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

There was no other legislation scheduled for this meeting.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:33 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

Memorandum

Department of Planning



To: City Council

From: Justin Wyse, Director of Planning

JW

Date: March 18, 2024

RE: **P.Z. 12-2023 West County YMCA:** A request to amend an existing “PC” Planned Commercial District for a 5.6-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217).

Summary

KAI Design, on behalf of the West County YMCA, has submitted a request to amend an existing ordinance for a “PC” Planned Commercial District located at the northwest intersection of Burkhardt Place and Veterans Place Drive to modify their specific development criteria and allow “Office-Medical” as a permitted use.

The applicant has requested modifications to their current ordinance by increasing the maximum allowed square footage from 74,000SF to 84,000SF, and reducing their required open space from 35% to 30%. The applicant has also requested “Office-medical” be added as a permitted use to the Attachment A. “Office-medical” is a use that can be considered in a Planned Commercial District and has been proposed as preparation for a future partnership with a medical provider.

A Public Hearing was held for the proposed amendment on October 09, 2023. Concerns were raised regarding the request to increase building density and reduce the open space. The applicant has since provided an explanation for the proposed open space reduction included in the narrative. Planning Commission voted on the petition on February 12, 2024 and made two motions; a motion to recommend approval that passed by a vote of 7-0, and a motion to recommend the approval of amending the open space requirement from 35% to 30%. The motion passed by a vote of 7-0.

Planning and Public Works Committee reviewed the request on February 22, 2024. A motion was made to forward P.Z. 12-2023 West County YMCA to City Council with the recommendation to approve with the green sheet amendment that the Office-Medical use will be accessory to the Community Center / Recreation Facility, and the hours of operation for Office-Medical shall be restricted to the hours of the Community Center / Recreation Facility. The motion passed by voice vote of 4 to 0.

Please find additional information regarding the proposed ordinance amendment attached to this report.

Attachments

1. Legislation
2. Attachment A
3. Attachment B - Preliminary Site Development Plan

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE 2520 OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 5.61 ACRE TRACT OF LAND LOCATED WEST OF W. CHESTERFIELD PKWY, SOUTH OF BURKHARDT PLACE, AND NORTH OF VETERAN’S PLACE DR. (18T340388, 18T620217).

WHEREAS, the petitioner, West County YMCA, has requested a change in zoning from the “PC” Planned Commercial District to new “PC” Planned Commercial District for a 5.61-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217).

WHEREAS, a Public Hearing was held before the Planning Commission on October 09, 2023; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning, with amendment, by a vote of 7-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning, with amendments, by a vote of 4-0; and,

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

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

Section 1. City of Chesterfield Zoning Ordinance 2520 and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for a 5.61-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217).

A TRACT OF LAND BEING PART OF “YMCA,” A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 283 PAGE 37 OF THE ST.

LOUIS COUNTY RECORDS AND LOT 11 OF "DOWNTOWN CHESTERFIELD – PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 357 PAGE 185 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 415 AND 2002, TOWNSHIP 45 NORTH – RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID "YMCA;" THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID "YMCA" NORTH 61 DEGREES 01 MINUTES 50 SECONDS EAST 103.30 FEET AND ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 58 MINUTES 10 SECONDS EAST 775.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 52.49 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID "YMCA" AND THE SOUTH LINE OF BURKHARDT PLACE, 43 FEET WIDE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 25 DEGREES 05 MINUTES 19 SECONDS EAST 775.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 651.46 FEET TO A POINT; THENCE SOUTHEASTWARDLY ALONG THE SOUTHWEST LINE OF SAID BURKHARDT PLACE, 43 FEET WIDE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 23 DEGREES 04 MINUTES 25 SECONDS WEST 525.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 325.17 FEET AND SOUTH 31 DEGREES 26 MINUTES 20 SECONDS EAST 226.00 FEET TO THE NORTH LINE OF VETERANS' PLACE DRIVE, 50 FEET WIDE, THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 58 DEGREES 33 MINUTES 40 SECONDS WEST 20.00 FEET, FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.42 FEET TO A POINT; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF SAID VETERANS' PLACE DRIVE, 50 FEET WIDE, SOUTH 58 DEGREES 33 MINUTES 40 SECONDS WEST 204.07 FEET TO THE SOUTHWEST LINE OF SAID LOT 11, THENCE NORTHWESTWARDLY ALONG SAID SOUTHWEST LINE NORTH 54 DEGREES 37 MINUTES 51 SECONDS WEST 31.55 FEET, THENCE NORTHWESTWARDLY ALONG THE NORTHEAST LINE OF LOT 10 OF SAID OF "DOWNTOWN CHESTERFIELD – PLAT ONE", NORTH 51 DEGREES 51 MINUTES 31 SECONDS WEST 103.57 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 32 DEGREES 55 MINUTES 58 SECONDS EAST 27.20 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 14.22 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 02 DEGREES 59 MINUTES 08 SECONDS WEST 80.33 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 24.67 FEET TO A POINT; THENCE

ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 20 DEGREES 35 MINUTES 04 SECONDS WEST 30.29 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 19.73 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 57 DEGREES 54 MINUTES 19 SECONDS WEST 15.60 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 21.63 FEET TO A POINT; THENCE NORTH 60 DEGREES 37 MINUTES 07 SECONDS WEST 242.23 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 49 MINUTES 23 SECONDS WEST 123.69 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 33.67 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 13 DEGREES 13 MINUTES 36 SECONDS WEST 226.91 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 8.93 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 10 DEGREES 58 MINUTES 20 SECONDS EAST 140.58 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 34.46 FEET TO A POINT; THENCE NORTH 64 DEGREES 58 MINUTES 53 SECONDS WEST 71.11 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 25 DEGREES 01 MINUTES 06 SECONDS EAST 193.22 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 72.68 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 46 DEGREES 34 MINUTES 11 SECONDS WEST 210.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 69.73 FEET TO A POINT; THENCE NORTH 62 DEGREES 27 MINUTES 17 SECONDS WEST 161.55 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 27 DEGREES 32 MINUTES 43 SECONDS WEST 110.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.67 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 02 MINUTES 58 SECONDS EAST 70.67 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 36 DEGREES 14 MINUTES 58 SECONDS WEST 114.46 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 20.64 FEET TO A POINT; THENCE NORTH 64 DEGREES 04 MINUTES 50 SECONDS WEST 81.26 FEET TO THE ACTUAL POINT OF BEGINNING AND CONTAINING 5.617 ACRES ACCORDING TO A SURVEY BY VOLZ INCORPORATED.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinances, rules and regulations.

Section 3. The City Council, pursuant to the petition filed by West County YMCA, in P.Z. 12-2023, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 09th day of October, 2023, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/04/2024

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this “PC” Planned Commercial District shall be:
 - a. Community Center/ Recreation Facility including but not limited to:
 - i. Auditorium
 - ii. Gymnasium
 - iii. Natatorium
 - iv. Multi-purpose Rooms
 - v. Day Care Center
 - vi. Office-Medical
2. The above uses in the “PC” Planned Commercial District shall be restricted as follows:
 - a. No outside sports fields.
3. Hours of Operation
 - a. Hours of operation for this “PC” District shall not be restricted.
 - b. Hours of operation for Office-Medical shall be restricted to the hours of operation for the Community Center / Recreation Facility.

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

1. FLOOR AREA
 - a. Total building floor area shall not exceed 84,000 square feet.
2. HEIGHT
 - a. The maximum height of any structure, exclusive of roof screening, shall not exceed three (3) stories.
3. BUILDING REQUIREMENTS
 - a. A minimum of thirty percent (30%) open space is required for this development.

C. SETBACKS

1. STRUCTURE SETBACKS

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

- a. Twenty (20) feet from the boundaries of this “PC” Planned Commercial District with the exception of the following:
- b. Zero (0) feet from the southeastern property line bearing S 57° 29’ 34” W.

2. PARKING SETBACKS

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

- a. Ten (10) feet from the boundaries of this “PC” Planned Commercial District with the exception of the following:
- b. Zero (0) feet from the southeastern property line bearing S 57° 29’ 34” W.

D. PARKING AND LOADING REQUIREMENTS

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

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield for sight distance considerations prior to installation or construction.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be limited to two (2) driveways on Burkhardt Place as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
3. Provide cross access easements and temporary slope construction license or other appropriate legal instruments or agreements guaranteeing permanent access between this site and all adjacent properties as directed by the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield. No gate installation will be permitted on public right of way.
2. Obtain approvals from the City of Chesterfield for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.

K. TRAFFIC STUDY

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

L. STORM WATER

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

M. SANITARY SEWER

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

N. POWER OF REVIEW

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

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County Department of Transportation or MoDOT. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. Retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.

3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is a separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.

22. Compliance with Sky Exposure Plane.

23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

1. The developer shall be required to contribute to the applicable Traffic Generation Assessment (TGA) area as established by City of Chesterfield Ordinance 3207 or amendments thereafter.

A. ROADS

- i. The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule effective at the time of development.
- ii. The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
- iii. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.
- iv. As this development is located within a trust fund area, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development will be retained in the appropriate trust fund.

IV. RECORDING

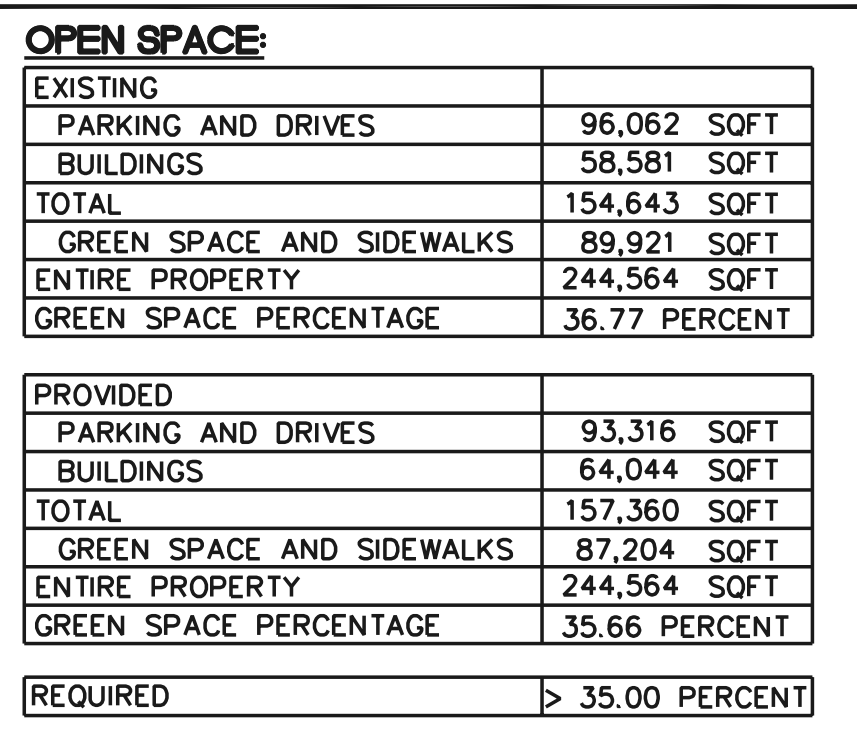
1. Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

V. ENFORCEMENT

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

Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.

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



A TRACT OF LAND IN U.S. SURVEY 415 AND 2002, T. 45 N. R. 4 E.
CITY OF CHESTERFIELD, ST. LOUIS COUNTY MO.

OWNER = YOUNG MENS CHRISTIAN ASSOCIATION
ZONING = PC - ORD. #2520
SITE ACREAGE = 5.615±
LOCATOR NO. = 187620217
FIRE DISTRICT = CHESTERFIELD FIRE PROTECTION DISTRICT
SCHOOL DISTRICT = PARKWAY
SEWER DISTRICT = M.S.D.
WATER SHED = BONHOMME CREEK
WATER SERVICE = MISSOURI AMERICAN WATER COMPANY
GAS SERVICE = SPIRE GAS COMPANY
ELECTRIC SERVICE = AMEREN

PROPOSED OFFSITE IMPROVEMENTS ALONG
NORTHERN BURKHARDT PLACE PER
APPROVED ASDCP BK. 369 PG. 61-73
AND 20MSD-00335

TOTAL DISTURBANCE AREA = 32,162 SQ.
OR 0.74 ACRES

BENCHMARK # 12048
NGVD29 Elev = 557.81
"Sq" on top of curb at end of rounding along the north
curb line of the easterly extension of Burkhardt Place on
the east side of Chesterfield Village Parkway; 0.2 mile
north of Lydia Hills Drive.

EXISTING	241 P.S.
PROPOSED SPACES PROVIDED	+4 P.S.
PROVIDED PARKING	245 P.S. TOTAL
REQUIRED PARKING (3.3 SPACES PER 1,000 S.F.) (73,985 S.F. / 1,000 X 3.3 SPACES)	245 P.S. TOTAL
PROVIDED ADA ACCESSIBLE PARKING	11 P.S. TOTAL

2C-000	CIVIL GENERAL INFORMATION
2C-001	FOURTH AMENDED SITE DEVELOPMENT PLAN
2C-002	DETAILS
2L-100	TREE STAND DELINEATION
2L-101	TREE STAND DELINEATION
2L-200	TREE PRESERVATION PLAN
2L-201	TREE PRESERVATION PLAN
2L-300	LANDSCAPE PLAN
2L-301	LANDSCAPE PLAN



LEGEND:

ASPHALT PAVEMENT

CONCRETE SIDEWALK

CONCRETE PAVERS
(RUNNING BOND PATTERN)

YMCA Chesterfield Renovation and Expansion

CHESTERFIELD, MO 63017

ASDP REVIEW SUBMISSION

[illegible]

ORIGINAL SHEET SIZE IS 30" x 42"

SHEET TITLE
FOURTH
AMENDED SITE
DEVELOPMENT
PLAN

SHEET NO.
2C-001
Copyright © 2021 KAI Design, LLC.

Autodesk Docs://15-23004-00_YMCA Chesterfield Renovation and Expansion/15-23004-00_YMCA Chesterfield Renovation & Expansion_ARCH.rvt

_____, the owner(s) of the property shown on this plan
 [name of owner(s)]
 for and in consideration of being granted approval of said plan to develop property under
 the provisions of Section 03. _____, _____ (present zoning)
 (applicable subsection)
 of City of Chesterfield Unified Development Code, do hereby declare that said property from
 the date of recording this plan shall be developed only as shown thereon, unless said plan
 is amended by the City of Chesterfield, or voided or vacated by ordinance of the City of
 Chesterfield Council.
 (Signature): _____
 (Name Typed): Ty Wagner
 Vice President of Properties

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, A.D. 20____, before me personally appeared _____, to me known, who, being by me shown in, did say that he/she is the _____ of _____ a corporation (title) (name of corporation) is the State of _____, and that the seal affixed to the foregoing instruments is the corporate seal of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation. (officer of corporation)

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in _____, the day and year last above written. (county and state)

My term expires _____.

(notary public)

This Site Development Plan was approved by the City of Chesterfield Planning Commission and duly verified on the _____ day of _____, 20____, by the Chairperson of said Commission, authorizing the recording of this Site Development Plan pursuant to Chesterfield Ordinance Number 200, as attested to by the Director of Planning and the City Clerk.

Justin Wyse, AICP
Director of Planning
City of Chesterfield, Missouri

Vickie McGownd
City Clerk
City of Chesterfield, Missouri

LEGEND



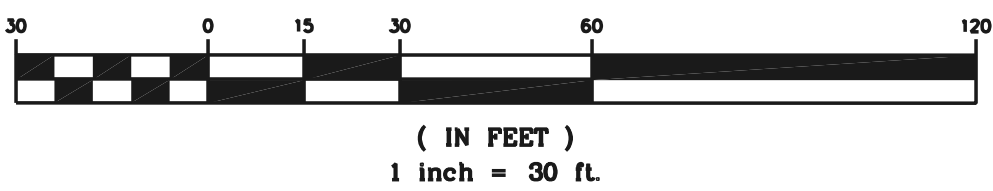
ABBREVIATIONS

C.O.	-	CLEANOUT
DB.	-	DEED BOOK
E	-	ELECTRIC
FL	-	FLOWLINE
FT	-	FEET
FND.	-	FOUND
G	-	GAS
M.H.	-	MANHOLE
N/F	-	NOW OR FORMERLY
PB.	-	PLAT BOOK
PG.	-	PAGE
P.V.C.	-	POLYVINYL CHLORIDE PIPE
R.B.	-	RADIAL BEARING
R.C.P.	-	REINFORCED CONCRETE PIPE
SQ.	-	SQUARE
T	-	TELEPHONE CABLE
V.C.P.	-	VETRIFIED CLAY PIPE
W	-	WATER
(86'W)	-	RIGHT-OF-WAY WIDTH

PROPERTY DESCRIPTION

A TRACT OF LAND BEING PART OF "YMCA", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 283 PAGE 37 OF THE ST. LOUIS COUNTY RECORDS AND LOT 11 OF "DOWNTOWN CHESTERFIELD - PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 357 PAGE 185 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 415 AND 2002, TOWNSHIP 45 NORTH - RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

GRAPHIC SCALE



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD ADOPTING THE OCTOBER FIFTH, 2023 CONTINUITY OF OPERATIONS PLAN PREPARED BY THE CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO ENTER INTO A PHASED RETIREMENT AGREEMENT WITH MICHAEL O. GEISEL, THE CITY ADMINISTRATOR

WHEREAS, the City is committed to providing superior municipal services to residents and businesses in the City through professional management and leadership, which includes the office of the City Administrator; and

WHEREAS, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City's approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

WHEREAS, the City Administrator, with the advice and support of the City's executive staff, has prepared a continuity of operations plan for the eventual turnover in the office of the City Administrator; and

WHEREAS, the City Council believes it necessary to plan for the retirement of the City Administrator to ensure high quality continuity of operations; and

WHEREAS, the City desires to adopt the continuity of operations plan prepared by the City Administrator and enter into a phased retirement agreement which will provide continuity for current City operations and allow the City Council flexibility to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

WHEREAS, on October 9th, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

WHEREAS, the City Council finds adopting the continuity of operations plan and entering into a phased retirement agreement with the current City Administrator to be in the best interest of the health, safety, and welfare of the residents.

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

Section I: The City of Chesterfield, Missouri adopts the October 5th, 2023 Continuity of Operations plan prepared by the City Administrator.

Section II: The City of Chesterfield, Missouri shall enter into a phased retirement agreement with Michael O. Geisel, as set forth in the agreement attached hereto and made a part of this Ordinance by reference.

Section III: That the Mayor of the City is hereby authorized and directed to execute on behalf of the City said phased retirement agreement.

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

Passed and approved this_____day of_____, 2024.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie McGownd

FIRST READING HELD:

PHASED RETIREMENT AGREEMENT

THIS PHASED RETIREMENT AGREEMENT (the “Agreement”), made by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**City**”) and **MICHAEL OLIVER GEISEL**, a natural person, over eighteen years of age, and resident of the State of Missouri (“**Geisel**”). The City and Geisel are each referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

WHEREAS, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City’s approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

WHEREAS, the City desires to benefit the welfare of its residents by ensuring a continuity of operations in the office of the City Administrator and by planning for the retirement of Geisel as the City Administrator; and

WHEREAS, under Geisel’s current employment terms, he is only required to tender 30 days’ notice of his retirement, which would provide insufficient time to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

WHEREAS, the City desires to enter into this Phased Retirement Agreement with Geisel to provide for continuity and consistency of management operations during the transition period from the current City Administrator to the successor City Administrator; and

WHEREAS, on October 9th, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

WHEREAS, the City believes that entering this Phased Retirement Agreement with Geisel will benefit and support the welfare of the Residents of Chesterfield and desires to execute this Phased Retirement Agreement.

WITNESSETH:

1. RETIREMENT NOTICE

In the event that Geisel decides to retire from his employment with the City, Geisel shall be required to tender a written separation notice to the City (the “**Retirement Notice**”) no less than sixty days prior to his date of retirement (the “**Retirement Date**”). The Retirement Notice shall be deemed sufficiently given if (a) delivered to the Mayor and each member of City Council via their official City email account(s); or, (b) personally delivered; or (c) sent via national overnight courier (e.g. Federal Express); or (d) mailed by certified United States first class mail, postage prepaid to:

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Clerk and Mayor

Hesse Graville, LLC
13354 Manchester Road, Suite 210
St. Louis, Missouri 63131
Attention: Chris Graville

2. **TERM**

The term of this Agreement shall be defined as twelve months following the Retirement Date specified in the Retirement Notice (the “**Term**”).

3. **EFFECTIVE DATE**

The “**Effective Date**” of this Agreement shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a Party hereto.

4. **RESPONSIBILITIES OF GEISEL**

Geisel shall have the following obligations and duties to the City during the Term:

- A. Upon tendering the Retirement Notice, Geisel will immediately initiate and implement the October 5th, 2023 Continuity of Operations plan adopted by the City Council via the same ordinance approving this Agreement.
- B. Geisel will vacate the office of the City Administrator on or before the official start date for the successor appointed City Administrator.
- C. Geisel’s employment duties and responsibilities for the Term shall be subordinate to the successor and/or acting City Administrator and shall consist of:
 - i. Assisting with onboarding the City Administrator and ensuring a successful transition.
 - ii. Assisting with oversight of the budget, and City programs, as directed by the City Administrator.
 - iii. Accompany and provide introductions for the City Administrator to local professional affiliations and community contacts.
 - iv. Assisting the City Administrator with becoming familiar with staff, management systems, the budget, and City policies and procedures.
 - v. Provide institutional knowledge, background, context, and advice to the City Administrator regarding all aspects of City business and operations.

- D. Geisel shall continue to represent the City on the Monarch-Chesterfield Levee District Board of Directors (the “**Levee Board**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Levee Board beyond the term of this agreement. The Parties acknowledge that Geisel’s position on the Levee Board is elected by property owners and not an entitlement of the City. At the City’s sole discretion, the City may request that Geisel resign from the Levee Board and Geisel will agree to resign from the same.
- E. Geisel shall continue to represent the City on the Chesterfield Valley Transportation Development District (the “**Valley TDD**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Valley TDD beyond the term of this agreement. At the City’s sole discretion, the City may request that Geisel resign from the Valley TDD and Geisel will agree to resign from the same.
- F. Geisel shall continue to represent the City on the North Outer Forty Transportation Development District Board of Directors (the “**Outer 40 TDD**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Outer 40 TDD. At the City’s sole discretion, the City may request that Geisel resign from the Outer 40 TDD and Geisel will agree to resign from the same.
- G. Geisel shall continue to represent the City on the St. Louis Area Insurance Trust Board of Directors (the “**SLAIT Board**”). The Parties may mutually agree to extend the duration of Geisel’s service on the SLAIT Board beyond the term of this agreement. At the City’s sole discretion, the City may request that Geisel resign from the SLAIT Board and Geisel will agree to resign from the same.

5. **RESPONSIBILITIES OF THE CITY**

The City shall have the following obligations and duties to the City during the Term:

- A. City shall provide an interim workspace for Geisel to perform his duties pursuant to this Agreement.
- B. City shall provide computer hardware and office equipment for Geisel’s non-exclusive use for Geisel to perform his duties pursuant to this Agreement.
- C. City shall compensate Geisel on a bi-weekly basis, in the same manner and schedule as are all other full-time City employees, in a salary equal to forty percent (40%) of his total bi-weekly compensation that he was receiving

from the City as of his Retirement Date. Mr. Geisel shall not be eligible for any merit increases during the Term.

- D. City will continue to provide Geisel with all employee benefits currently described in his employment agreement with the City, except that Geisel shall not continue to accrue any paid leave, with the exception of earned long term service days.
- E. Upon Geisel's date of retirement, as with all separating employees, he will be entitled to payment for all accrued vacation. He may elect, at his sole option, to delay payment for his accrued vacation time until the end of the Term of this agreement. If payment is delayed, the accrued vacation time will be paid at the compensation rate immediately prior to his retirement date as full time City Administrator.

6. EMPLOYMENT TERMS

The following terms shall apply to Geisel's employment during the Term:

- A. Geisel shall continue to be employed by the City as an exempt professional employee for the Term.
- B. The City Administrator shall serve as Geisel's direct supervisor.
- C. Geisel shall serve in an administrative and advisory role to the Office of the City Administrator.
- D. Upon the appointment of a City Administrator, Geisel shall no longer have the powers of the City Administrator as set forth in City Code and State Statute, including, but not limited to, the authority to hire, terminate, or discipline any employee.
- E. Geisel and City shall continue to be bound by terms, conditions, standards, policies, and procedures applicable to City employees, except where expressly modified herein.

7. CITY PROPERTY FOLLOWING TERM

- A. Geisel shall have the option to purchase his City vehicle (the "**Vehicle**") at the end of the Term , at fifty percent (50%) of the fair market value. The Parties agree that the City's Director of Finance shall determine the fair market value of the vehicle.
- B. Geisel shall be permitted to retain his current mobile business phone number. Geisel shall be permitted to retain his currently issued phone hardware. If required by the cellular provider, Geisel shall be permitted to

remain on the City's group cellular telephone plan indefinitely. Geisel shall reimburse the City for all costs related to remaining on the City's cellular telephone plan following the Term.

- C. Geisel shall have the option to purchase his currently assigned computer hardware and software (the "**Electronics**") at the end of the Term. The sale price of the Electronics shall be based on the market value of the Electronics. The Parties agree that the City's Information Technology Director shall determine the market value of the Electronics.

8. DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation, application, or enforcement, or the breach or alleged breach thereof (defined herein as "Claim" or "Controversy"), the Party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other Party (the "Claim Notice"). To the extent the Parties cannot resolve the Claim or Controversy within ten days of receipt of the Claim Notice, then the Parties hereby agree to attend at least one mediation session within thirty (30) days of the Notice, unless the Parties jointly agree to a different timeframe for the mediation. The Parties may not commence any litigation proceeding ("Proceeding") prior to the mediation session, except any Party may commence a Proceeding prior to mediation if: (i) by operation of law the Proceeding must be commenced prior to mediation in order for the Proceeding to be timely under the applicable statute(s) of limitations, in which event the Parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven days following the mediation session; and/or (ii) the Party commencing the proceeding is seeking temporary and/or preliminary injunctive relief. Mediation will take place in St. Louis County, Missouri and all Parties must have at least one representative physically present at mediation. The Parties shall work in good faith to agree on the mediator, the time, date, and location of mediation. The Parties shall split the costs of mediation, each Party to pay their own attorney's fees. In the event that the Parties cannot agree on a mediator, the Parties will each select a mediator and those two mediators will agree on and select a third mediator who will conduct the mediation. Each Party will pay their selected mediator's fees for choosing the third mediator.

9. INVALIDITY OF PROVISIONS

If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

10. EXAMINATION OF AGREEMENT

City and Geisel hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one Party than the other by reason of the rule that a document is to be more strictly construed against the Party who prepared the document or the initial draft of the

document. Both Parties acknowledge that this Agreement is the product of extensive negotiations between the Parties and that both Parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both Parties, and any amendment or addenda initialed or signed by both Parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both Parties shall control over typewritten provisions.

11. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

12. APPLICABLE LAW; VENUE

Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGES FOLLOW:

IN WITNESS WHEREOF, the City and Geisel have caused this Phased Retirement Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto and attested as of the Effective Date.

Michael Oliver Geisel

CITY:

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

Bob Nation, Mayor

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

On this ____ day of _____, 2024, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

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

Printed Name: _____
Notary Public in and for said State
Commissioned in St. Louis County

(SEAL)

My commission expires: _____

STATE OF _____)
)SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me appeared Michael Oliver Geisel, to me personally known, who, being by me duly sworn, did say that said instrument was signed on his behalf; and acknowledged said instrument to be the free act and deed of said corporation.

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

Printed Name: _____
Notary Public in and for said State
Commission in St. Louis County

(SEAL)

My commission expires: _____



MEMORANDUM

DATE: March 8, 2024

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – MIDCOAST VENTURES LLC dba SATCHMO'S BAR & GRILL**

SATCHMO'S BAR & GRILL... has requested a new liquor license for retail sale of all kinds intoxicating, drinks to be consumed on premise, and Sunday sales.

Business description: New ownership of existing restaurant & bar

There are no known outstanding municipal violations at this location:
13375 Olive Blvd

Jeffrey Moenkhaus is the managing officer.

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

With City Council approval at the Monday March 18, 2024 city council meeting, I will immediately issue this license.

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO TERMINATE A LEASE; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

WHEREAS, the City of Chesterfield, Missouri (the “City”) is a political subdivision, duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City has identified a certain “Lease” (encumbering a portion of the property within the area of the Development Plan), which “Lease” is dated September 16, 2005, and was originally entered into by and between Chesterfield Parcel LLC, as landlord, and The Cheesecake Factory Restaurants, Inc., as tenant for the premise located at 2028 Chesterfield Center, Chesterfield, Missouri 63017 (the “Lease”); and

WHEREAS, TSG Downtown Chesterfield Redevelopment LLC is the current landlord under the Lease; and

WHEREAS, the City has determined that it is necessary and proper for the City to terminate the Lease through its powers of eminent domain, and as further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

Section 1. The City has determined that it is necessary and proper for the City to terminate the Lease pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

Section 2. The Lease is to be terminated by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided in the Development Plan, the Agreement, and in accordance with Chapter 523, RSMo.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

[The remainder of this page is intentionally left blank.]

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: _____

Vickie McGownd, CITY CLERK

