



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, November 1, 2021
6:15PM**

<https://us06web.zoom.us/j/85636426933>

(312) 626 6799

Webinar ID: 856 3642 6933

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

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

- 1. Bill No. 3365 - P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(First Reading) Planning & Public Works Committee recommends approval**
- 2. Bill No. 3366 - Burkhardt Place Parking Restriction –** An ordinance amending Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions thereto to restrict parking on Burkhardt Place **(First Reading) Planning & Public Works Committee recommends approval**
- 3. Bill No. 3367 - Burkhardt Place Designation as a Through Street –** An ordinance amending Title III, Schedule IV Through Highways, Roads or Streets of the Chesterfield City Code of Ordinances by adding Burkhardt Place to said Schedule IV **(First Reading) Planning & Public Works Committee recommends approval**
- 4. Liquor License Request – First Watch (120 Hilltown Village Center) –** A request for a liquor license for a restaurant located within 100 feet of a daycare – First Watch has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales **(Voice Vote) Planning & Public Works Committee recommends approval**
- 5. Next Meeting – Thursday, November 4, 2021 (5:30pm) -
CANCELLED**

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

- 1. Bill No. 3358 – Salary Administration Manual** – An ordinance to adopt and implement revisions to the City of Chesterfield employee salary administration manual **(Second Reading) Finance and Administration Committee recommends approval**
- 2. Bill No. 3368 – Ward Boundaries** – An ordinance repealing ordinance 1802 in its entirety and adopting a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(First Reading) Finance and Administration Committee recommends approval**
- 3. Next Meeting – Committee of the Whole Budget Workshop #2 – Monday, November 8, 2021 (5:30pm)**

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

- 1. Next Meeting – Not yet scheduled**

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

- 1. Bill No. 3362** – An ordinance to repeal and replace City of Chesterfield Ordinance 2952 to update the requirements for deer control policy and deer hunting regulations **(Second Reading) Public Health and Safety Committee recommends approval**
- 2. Bill No. 3363** – An ordinance to repeal and replace City of Chesterfield Ordinance 88 to update the prohibition of fireworks within the corporate limits of the City of Chesterfield pursuant to Section 320.21 Revised Missouri Statutes **(Second Reading) Public Health and Safety Committee recommends approval. Blue Sheet Amendment recommended by City Attorney**

- 3. Next Meeting – Not yet scheduled**

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

- A. Wilson Avenue – Design Services** – Recommendation to authorize the City Administrator to approve a contract with Oates Associates, Incorporated in an amount not to exceed \$310,000. The preliminary design will be presented to the public at a public meeting prior to submittal of a grant application in February **(Roll Call Vote) Department of Public Works recommends approval**

IV. Other Legislation

- A. Bill No. 3364 - Amendment to Liquor License Requirements –** An ordinance amending Chapter 600, Article II, Section 1 of the City of Chesterfield Municipal Code to revise language pertaining to liquor license requirements **(Second Reading) Department of Planning recommends approval**
- B. Bill No. 3369 - Wildhorse Village – Installation of Fire Hydrants –** Approves the installation of thirteen (13) fire hydrants at Wildhorse Village located within the City of Chesterfield **(First & Second Readings) Department of Public Works recommends approval**

V. Unfinished Business

VI. New Business

VII. Adjournment

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

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

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



**AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, November 1, 2021
7:00PM**

<https://us06web.zoom.us/j/83379912091>

(312) 626 6799

Webinar ID: 833 7991 2091

- 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** – October 18, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, November 4, 2021 – Planning & Public Works (5:30pm) - CANCELLED**
 - B. Monday, November 8, 2021 – F&A Committee of the Whole Budget Workshop #2 (5:30pm)**
 - C. Monday, November 8, 2021 – Planning Commission (7pm)**
 - D. Thursday, November 11, 2021 – City Hall closed in observance of Veteran’s Day**
 - E. Monday, November 15, 2021 – City Council Meeting (7pm)**

VII. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Bill No. 3365 - P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(First Reading) Planning & Public Works Committee recommends approval**
- 2. Bill No. 3366 - Burkhardt Place Parking Restriction –** An ordinance amending Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions thereto to restrict parking on Burkhardt Place **(First Reading) Planning & Public Works Committee recommends approval**
- 3. Bill No. 3367 - Burkhardt Place Designation as a Through Street –** An ordinance amending Title III, Schedule IV Through Highways, Roads or Streets of the Chesterfield City Code of Ordinances by adding Burkhardt Place to said Schedule IV **(First Reading) Planning & Public Works Committee recommends approval**
- 4. Liquor License Request – First Watch (120 Hilltown Village Center) –** A request for a liquor license for a restaurant located within 100 feet of a daycare – First Watch has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales **(Voice Vote) Planning & Public Works Committee recommends approval**
- 5. Next Meeting – Thursday, November 4, 2021 (5:30pm) - CANCELLED**

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

1. **Bill No. 3358 – Salary Administration Manual** – An ordinance to adopt and implement revisions to the City of Chesterfield employee salary administration manual **(Second Reading) Finance and Administration Committee recommends approval**
2. **Bill No. 3368 – Ward Boundaries** – An ordinance repealing ordinance 1802 in its entirety and adopting a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(First Reading) Finance and Administration Committee recommends approval**
3. **Next Meeting – Committee of the Whole Budget Workshop #2 – Monday, November 8, 2021 (5:30pm)**

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

1. **Next Meeting – Not yet scheduled**

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

1. **Bill No. 3362** – An ordinance to repeal and replace City of Chesterfield Ordinance 2952 to update the requirements for deer control policy and deer hunting regulations **(Second Reading) Public Health and Safety Committee recommends approval**
2. **Bill No. 3363** – An ordinance to repeal and replace City of Chesterfield Ordinance 88 to update the prohibition of fireworks within the corporate limits of the City of Chesterfield pursuant to Section 320.21 Revised Missouri Statutes **(Second Reading) Public Health and Safety Committee recommends approval. Blue Sheet Amendment recommended by City Attorney**
3. **Next Meeting – Not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Wilson Avenue – Design Services** – Recommendation to authorize the City Administrator to approve a contract with Oates Associates, Incorporated in an amount not to exceed \$310,000. The preliminary design will be presented to the public at a public meeting prior to submittal of a grant application in February **(Roll Call Vote) Department of Public Works recommends approval**

XI. OTHER LEGISLATION

A. Bill No. 3364 - Amendment to Liquor License Requirements – An ordinance amending Chapter 600, Article II, Section 1 of the City of Chesterfield Municipal Code to revise language pertaining to liquor license requirements **(Second Reading) Department of Planning recommends approval**

B. Bill No. 3369 - Wildhorse Village – Installation of Fire Hydrants – Approves the installation of thirteen (13) fire hydrants at Wildhorse Village located within the City of Chesterfield **(First & Second Readings) Department of Public Works recommends approval**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

Public comment will be available to users logging in online. Public comment will also be available to users calling in to the meeting; however, you must call (636) 537-6716 no later than 5:00 p.m. on the day of the meeting to inform the City Clerk of the telephone number you will be calling in from.

Members of the public may also submit comments for this meeting by calling (636) 537-6716 and leaving a message or by emailing vmcgownd@chesterfield.mo.us no later than 5:00 p.m. on the day of the meeting. Comments left over voicemail and emailed in will be read at the meeting.

AGENDA REVIEW – MONDAY 11/01/2021 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, November 1, 2021.**

Please remember this meeting is a virtual meeting via zoom. Your personal link as a meeting panelist has been e mailed to you separately.

Please let me know, ASAP, if you will be unable to attend this meeting.



RECORD OF PROCEEDING

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

OCTOBER 18, 2021

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the October 4, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the October 4, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

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

COMMUNICATIONS AND PETITIONS

There were no communications and petitions.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, indicated that there were no action items scheduled on the agenda for this meeting, and the next meeting of this Committee is scheduled for Thursday, October 21, at 5:30 p.m.

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember McGuinness, to approve the October 11, 2021 Finance and Administration Committee of the Whole Minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore announced that the Finance and Administration Committee met immediately prior to the Council meeting and action items from that meeting would be addressed at the next City Council meeting.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, 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

Bill No. 3362	Repeals and replaces City of Chesterfield Ordinance 2952 to update the requirements for deer control policy and deer hunting regulations (First Reading) Public Health and Safety Committee recommends approval
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Councilmember Tom DeCampi, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember McGuinness, for the first reading of Bill No. 3362. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3362 was read for the first time.

Bill No. 3363 Repeals and replaces City of Chesterfield Ordinance 88 to update the prohibition of fireworks within the corporate limits of the City of Chesterfield pursuant to Section 320.21 Revised Missouri Statutes
(First Reading) Public Health and Safety Committee recommends approval

Councilmember DeCampi made a motion, seconded by Councilmember Wahl, for the first reading of Bill No. 3363. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3363 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to accept Chief Johnson's recommendation to limit stationary radar enforcement on Highway 64-40 to assigned traffic officers and/or in conjunction with the state or federal enforcement operations. Discussion ensued. A roll call vote was taken with the following results: Ayes – Monachella, Budoor and McGuinness. Nays – Mastorakos, DeCampi, Hurt, Wahl and Moore. Whereupon Mayor Nation declared the motion failed.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that The Beardly Man, 17081 N. Outer 40 Road, #214 – The District Chesterfield, and Symbowl, 137 Chesterfield Towne Center, have each requested a new liquor license to sell all kinds of liquor by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, these applications have been reviewed and are now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve issuance of a new liquor license to The Beardly Man and Symbowl. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Bill No. 3364 Amends Chapter 600, Article II, Section 1 of the City of Chesterfield Municipal Code to revise language pertaining to liquor license requirements **(First Reading) Department of Planning recommends approval**

Councilmember Budoor made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3364. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3364 was read for the first time.

UNFINISHED BUSINESS

Councilmember Wahl read a brief statement and made a motion, seconded by Councilmember DeCampi, requesting the City of Chesterfield respect the intelligence and integrity of its residents, staff and business partners and direct staff to immediately implement a policy that within any City facility, wearing a mask is to be voluntary and at the discretion of the individual, through the remainder of the Coronavirus pandemic. Discussion ensued. A roll call vote was taken with the following results: Ayes – Wahl and DeCampi. Nays – Moore, McGuinness, Mastorakos, Monachella, Hurt and Budoor. Whereupon Mayor Nation declared the motion failed.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:59 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

Thursday, November 4, 2021 – Planning & Public Works (5:30pm) - CANCELLED

Monday, November 8, 2021 – F&A Committee of the Whole Budget Workshop #2 (5:30pm)

Monday, November 8, 2021 – Planning Commission (7pm)

Thursday, November 11, 2021 – City Hall closed in observance of Veteran's Day

Monday, November 15, 2021 – City Council Meeting (7pm)

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella

Vice-Chair: Councilmember Hurt

Bill No. 3365 - P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(First Reading) Planning & Public Works Committee recommends approval**

Bill No. 3366 - Burkhardt Place Parking Restriction – An ordinance amending Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions thereto to restrict parking on Burkhardt Place **(First Reading) Planning & Public Works Committee recommends approval. The Planning and Public Works Committee recommended that the parking restrictions associated with this request not go into effect until the planned bike lanes on Burkhardt Place are striped along the existing segment adjacent to the YMCA. The ordinance before Council includes this provision in Section 3 of Bill 3366.**

Bill No. 3367 - Burkhardt Place Designation as a Through Street – An ordinance amending Title III, Schedule IV Through Highways, Roads or Streets of the Chesterfield City Code of Ordinances by adding Burkhardt Place to said Schedule IV **(First Reading) Planning & Public Works Committee recommends approval**

Liquor License Request – First Watch (120 Hilltown Village Center) – A request for a liquor license for a restaurant located within 100 feet of a daycare – First Watch has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Planning & Public Works Committee recommends approval. As the proposed licensed premise is within 100 feet of a daycare, State liquor license requirements and City Code require additional notification of nearby property owners indicating they are applying for a liquor license. This notification has been completed by the applicant and no correspondence has been received noting concerns.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee, scheduled for Thursday, November 4, 2021, at 5:30 pm., has been **cancelled**.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning *JW*
James Eckrich, Director of Public Works/City Engineer *JE*

SUBJECT: **DRAFT** Planning & Public Works Committee **Virtual** Meeting
Summary Thursday, October 21, 2021



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held via Zoom Thursday, October 21, 2021.

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

Also in attendance were: Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:30 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the September 23, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of September 23, 2021. The motion was seconded by Councilmember DeCampi and **passed by a voice vote of 4-0.**

II. UNFINISHED BUSINESS – None.

III. NEW BUSINESS

A. First Watch—Liquor License Request: A request for a liquor license for a restaurant located at 120 Hilltown Village Center, within 100 feet of a daycare. (Ward 1)

Chair Monachella stated that First Watch at Hilltown Village Center is requesting a liquor license. Because they are located less than 100 feet from a daycare center, City Council needs to approve the request.

DISCUSSION

In response to Council Mastorakos' question, Mr. Wyse stated that First Watch has to provide notification to adjoining property owners a minimum of 10 days before Council takes action, which they have done. To date, the City has not received any comments from the adjacent property owners and the Police Department did not raise any concern.

Councilmember DeCampi made a motion to forward First Watch's Liquor License Request to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on First Watch-Liquor License Request.]

- B. P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road):** A request for a zoning change from "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive (17V520082, 17V520071). (Ward 4)

STAFF PRESENTATION

Justin Wyse, Director of Planning, stated that the request is to establish a new "PI" Planned Industrial District in an area that is currently an "M3" Planned Industrial District and "PI" Planned Industrial District. The subject site totals 1.005 acres and is located on the north side of Chesterfield Airport Road just north of the intersection at Cepi Drive and Chesterfield Airport Road.

A Public Hearing was held on July 12, 2021 at which time the Planning Commission discussed the petition and raised three issues regarding: 1) the list of permitted uses, 2) access to the neighboring Sentrus Place development, and 3) clarification on dispensing and storage of gasoline on site.

At the October 11, 2021 Planning Commission meeting, the Applicant presented a revised request which eliminated 12 of the originally proposed permitted uses, a modification to the Preliminary Development Plat to include access to the neighboring property, and confirmed that gasoline dispensing and storage will not be available for public use but strictly used for company vehicles. The Planning Commission unanimously approved the petition.

DISCUSSION

In response to Councilmember Mastorakos' question, Mr. Wyse stated that Gas Station is not a permitted use so if a new user came in and tried to open a gas station, it would not be permitted. In this instance, the gasoline dispensing and storage will not be available for public use but strictly used for company vehicles.

Councilmember Hurt inquired about future access to the property located north of the subject site. Mr. Wyse replied that at this time, there are no current plans for development of that site. The applicant has been working with the owner to acquire that easement so future access can be included in their design process.

When asked about the timeframe for constructing Sentrus Place Road, Mr. Wyse stated that it would not be constructed until the surrounding area is developed. The preliminary plan indicates that there will be cross access to the adjacent parcel. When Sentrus Place is constructed, the eastern curb cut on Chesterfield Airport Road will be removed. Eventually Long Road Crossing will be extended on to this property and then tie in south to align with Cepi Drive.

Chair Monachella made a motion to forward P.Z. 05-2021 Chesterfield Airport Service (Enterprise) to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning Commission, will be needed for the November 1, 2021 City Council Meeting. See Bill #3365

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 05-2021 Chesterfield Airport Service (Enterprise).]

C. Burkhardt Place Parking Restriction and Designation as a Through Street

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that when the YMCA was approved, there was a parking restriction on Burkhardt Place but because it was a dead-end street, it had never been included in the City's Traffic Code. With the current development of Wildhorse Village, the section of Burkhardt Place from the YMCA to Wild Horse Creek Road is currently under construction and when completed, it will connect Chesterfield Parkway West and Wild Horse Creek Road. Upon completion, Burkhardt Place will be striped with bicycle lanes and will no longer be able to accommodate parking on either side of the street.

Staff recommends implementing the parking restriction formally at this time, however, it will not become effective until the street is accepted by the City and opened to the public. Additionally, Staff recommends that Burkhardt Place be formally recognized as a Through Street which requires the adoption of an ordinance adding Burkhardt Place to Schedule IV of the Traffic Code.

DISCUSSION

Councilmember Hurt stated that while he does not object to eventually adding the parking restriction to the Code, he would like to temporarily allow parking in front of the YMCA on one side of the street until additional parking can be provided in that area. In addition, he inquired as to when the Burkhardt Place extension would be completed and accepted as a public street. Mr. Eckrich responded that before the street can be accepted, construction has to be completed in its entirety and the traffic signal at Wild Horse Creek Road will have to be installed. He indicated that this would probably not occur until sometime next year. With regard to allowing temporary parking, he stated that the only way that the parking could be temporarily allowed would be if the bicycle lane was not striped. He suggested that Section 3 of the Ordinance could be rewritten as follows to accommodate this:

This Ordinance shall be in full force and effect at such time that the Burkhardt Place extension is open for public use and Burkhardt Place has been striped for bicycle lanes.

Councilmember Hurt made a motion to forward to City Council an Ordinance that amends Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions to restrict parking on Burkhardt Place and to revise Section 3 to read "This Ordinance shall be in full force and effect at such time that the Burkhardt Place extension is open for public use and Burkhardt Place has been striped for bicycle lanes." Striping of the bicycle lanes on the existing portion of Burkhardt Place will not be completed until the Planning & Public Works Committee authorizes Staff to do so. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

Councilmember Mastorakos made a motion to forward to City Council an Ordinance that amends Title III, Schedule IV Through Highways, Roads, or Streets of the Chesterfield City Code of Ordinances by adding Burkhardt Place as a Through Street. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

Note: Two Bills, as recommended by the Planning & Public Works Committee, will be needed for the November 1, 2021 City Council Meeting. See Bill #3366 and Bill #3367

[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Burkhardt Place Parking Restriction and Designation as a Through Street.]

IV. OTHER – None.

V. ADJOURNMENT

The meeting adjourned at 5:56 p.m.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: November 1, 2021

RE: **P.Z. 05-2021 Chesterfield Airport Service (Enterprise):** A request for a zoning change from an “M3” Planned Industrial District and “PI” Planned Industrial District to a new “PI” Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive (17V520082, 17V520071).



Summary

Stock and Associates, on behalf of Enterprise Leasing Company of STL, LLC, has submitted a request for a change of zoning for a 1.005-acre tract of land to be zoned “PI” Planned Industrial District. The subject tract is currently part of two separate parcels addressed 17909 and 17947 Chesterfield Airport Road. The parcel addressed 17909 Chesterfield Airport Road is part of the Chesterfield Airport Service development and is currently zoned “M3” Planned Industrial. The second parcel is addressed 17947 Chesterfield Airport Road and is part of the Sentrus Place development and zoned “PI” Planned Industrial District. A Boundary Adjustment Plat has also been submitted which will modify the parcel to be a total of 1.005 acres and the requested zoning will be a new “PI” Planned Industrial District to accommodate an Enterprise Rental Car service operation.

A Public Hearing was held on July 12, 2021, where the City of Chesterfield Planning Commission discussed the petition and raised three issues: 1) The list of permitted uses, 2) access to the neighboring Sentrus Place development, and 3) clarification on the dispensing and storage of gasoline on site.

On October 11, 2021 this petition was brought before the Planning Commission. The applicant revised their request by eliminating 12 of the originally proposed permitted uses, modifying the Preliminary Development Plat to include access to the neighboring property, and by confirming that gasoline dispensing and storage will not be available for public use and strictly used for company vehicles. The Planning Commission made a motion to approve P.Z. 05-2021 Chesterfield Airport Service (Enterprise) as presented in the Draft Attachment “A”. This motion passed by a vote of 8-0.

On October 21, 2021, the petition was brought before the Planning & Public Works Committee. A motion was made to approve, as submitted, which passed by a vote of 4-0.

Attached to this document are:

- Legislation
- Attachment A
- Preliminary Development Plan



Figure 1: Subject Site Aerial

BILL NO. 3365

ORDINANCE NO.

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “M3” PLANNED INDUSTRIAL DISTRICT AND “PI” PLANNED INDUSTRIAL DISTRICT TO A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 1.005 ACRE TRACT OF LAND AT 17909 AND 17947 CHESTERFIELD AIRPORT ROAD, LOCATED NORTH OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND CEPI DRIVE. (P.Z. 05-2021 Chesterfield Airport Service {Enterprise} 17V520082, 17V520071).

WHEREAS, the petitioner, Stock and Associates, has requested a change in zoning from the “M3” Planned Industrial District and “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 1.005-acre tract of land at 17909 and 17947 Chesterfield Airport Road, located north of the intersection of Chesterfield Airport Road and Cepi Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on July 12, 2021; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PI” Planned Industrial District for a 1.005 acre tract of land located at 17909 and 17947 Chesterfield Airport Road and as described as follows:

A tract of land being located in U.S. Survey 150 and being part of Lots 1 and 2 of Subdivision of Richard H. Stevens Farm, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at the southeast corner of Chesterfield Valley Center Plat Five a subdivision according to the plat thereof as recorded in Plat Book 349, Page 179 of the St. Louis County records, said point also being located on the north right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 82 degrees 38 minutes 38 seconds East, 315.61 feet to the southwest corner of a tract of land as conveyed to Phase II Investments, LLC by instrument recorded in Book 19878, Page 404 of above said records, said point also being the POINT OF BEGINNING of the herein described tract: thence along the west line of said Phase II Investments, LLC tract and its direct northeasterly prolongation, North 07 degrees 21 minutes 22 seconds East, 225.11 feet; thence South 82 degrees 38 minutes 38 seconds East, 166.00 feet to the beginning of a non-tangential curve to the right, having a radius of 219.92 feet; thence along said curve with an arc length of 108.73 feet and a chord which bears South 11 degrees 03 minutes 43 seconds East, 107.62 feet; thence South 07 degrees 21 minutes 22 seconds West, 123.00 feet to the north right-of-way line of above said Chesterfield Airport Road, thence along said right-of-way line, North 82 degrees 38 minutes 38 seconds West, 200.00 feet to the POINT OF BEGINNING. Containing 43,767.09 square feet or 1.0048 acres, more or less.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the Attachment A and the preliminary plan indicated as Attachment B which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by Stock and Associates in P.Z. 05-2021, requesting the amendment 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 12th day of July, 2021, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield

under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in 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 _____, 2021

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/01/2021

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 “PI” District shall be:
 - a. Automobile Dealership
 - b. Automobile Detailing Shop
 - c. Automobile Retail Supply
 - d. Automobile Storage
 - e. Car Wash
 - f. Car Wash, Industrial
 - g. Car Wash, Self-Service
 - h. Financial Institution, No Drive-Thru
 - i. Motorcycle, ATV, and Similar Motor Vehicles Dealership
 - j. Motorcycle, ATV, and Similar Motor Vehicles Storage
 - k. Office – Dental
 - l. Office – General
 - m. Office – Medical
 - n. Oil Change Facility
 - o. Research Laboratory and Facility
 - p. Trucks, Trailers, Construction Equipment and Agricultural Equipment Outdoor Storage
 - q. Trucks, Trailers, Construction Equipment and Agricultural Equipment Sales, Rental, and Leasing

- r. Vehicle Repair and Service Facility
- 2. Hours of Operation.
 - a. Hours of operation for this “PI”—Planned Industrial District shall not be restricted.
- 3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

- 1. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty feet (30’).
- 2. Building Requirements
 - a. A minimum of 35% open space is required for this development.
 - b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a fence no taller than eight feet (8’) in height, a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

- a. Thirty feet (30’) from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial (“PI”) District.
- b. Ten feet (10’) from the west boundary of the Planned Industrial “PI” District.
- c. Twenty-five feet (25’) from the north boundary of the “PI” District.
- d. Nine feet (9’) from the east boundary of the “PI” District.

2. Parking Setbacks

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

- a. Nine feet (9’) from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial (“PI”) District to accommodate existing conditions of the site. Future redevelopment of the site will require thirty feet (30’) from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial (“PI”) District.

- b. Ten feet (10') from the west boundary of the Planned Industrial "PI" District.
- c. Ten feet (10') from the south boundary of the "PI" District.
- d. Nine feet (9') from the east boundary of the "PI" District.

D. PARKING AND LOADING REQUIREMENTS

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

E. LANDSCAPE AND TREE REQUIREMENTS

- 1. Nine feet (9') of a landscape buffer is required from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial ("PI") District to accommodate the existing site conditions. Future redevelopment of the site requires thirty feet (30') of a landscape buffer as required per City of Chesterfield Code.
- 2. The development shall adhere to all other the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
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 St. Louis County road right-of-way and improvements within County road right-of-way shall be as directed by St. Louis County Department of Transportation and the City of Chesterfield.
2. Access to the development shall be as shown on the Preliminary Development Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
4. One existing curb cut on Chesterfield-Airport Road shall be closed prior to MZA approval. Access to the site from Chesterfield-Airport Road shall be limited to one curb cut until the future Sentrus Place road is constructed. Once Sentrus Place is constructed, the second access to Chesterfield-Airport Road shall be closed and site access will be via Sentrus Place only. The location of the driveway connection to Sentrus Place shall meet City of Chesterfield access management standards.
5. Cross access easements shall be provided to the properties to the north and to the west.
6. Provide access to the future roadway to the east of the subject property as shown on the Preliminary Development Plan. Access shall be constructed once the Sentrus Place public street is in place. Once the required connection is made, the existing access off of Chesterfield Airport Road shall be removed.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
3. Provide street connections to the adjoining properties as directed by the City of Chesterfield. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed.
4. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along all frontages of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6-foot-wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
5. Obtain approvals from the City of Chesterfield and the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Chesterfield Airport Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

L. POWER OF REVIEW

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

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least one (1) foot higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim

facilities shall be removed promptly after the permanent storm water improvements are constructed.

8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
10. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, the developer shall provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the City of Chesterfield. The report

shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. Outdoor storage shall be fully screened.
2. All utilities will be installed underground.
3. An opportunity for recycling will be provided in accordance with City Code.
4. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
5. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
6. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
7. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The

LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide open space percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is a separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.

14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

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

A. ROADS

This contribution shall not extend an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,331.45/parking space

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

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

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

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

Road Improvement Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$937.69 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made before Saint Louis County approval of the Site Development Plan or Concept Plan unless otherwise directed by the Saint Louis County Department of Transportation. Funds shall be payable to Treasurer, Saint Louis County.

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,975.08 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

D. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulks Creek impact fee.

The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2022 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

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

IV. RECORDING

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

V. ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.

- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

DRAFT

PRELIMINARY DEVELOPMENT PLAN

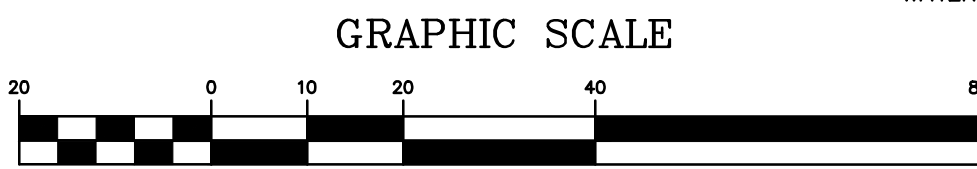
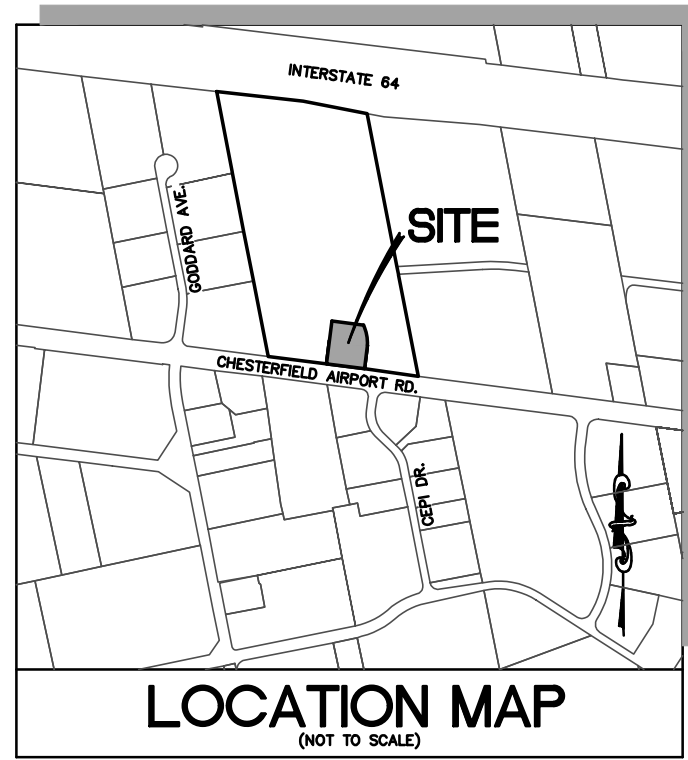
OF
A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF
SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

ABBREVIATIONS

ATG	-	ADJUST TO GRADE
B.C.	-	BACK OF CURB
C.O.	-	CLEANOUT
DB.	-	DEED BOOK
ELEV.	-	ELEVATION
EX.	-	EXISTING
F.C.	-	FACE OF CURB
FL	-	FLOWLINE
FT.	-	FEET
FND.	-	FOUND
G.	-	GAS
H.W.	-	HIGH WATER
LFB	-	LOW FLOW BLOCKED
M.H.	-	MANHOLE
N/O	-	NOW OR FORMERLY
N/P	-	NOT PLANNED
P.B.	-	PLAT BOOK
PG.	-	PAGE
PR.	-	PROPOSED
P.V.C.	-	POLYVINYL CHLORIDE PIPE
R.C.P.	-	REINFORCED CONCRETE PIPE
R/W	-	RIGHT-OF-WAY
SQ.	-	SQUARE
T.	-	TELEPHONE CABLE
T.B.A.	-	TO BE ABANDONED
T.B.R.	-	TO BE REMOVED
T.B.R.&R.	-	TO BE REMOVED AND REPLACED
TYP.	-	TYPICALLY
U.I.P.	-	USE IN PLACE
U.O.N.	-	UNLESS OTHERWISE NOTED
V.C.P.	-	VITRIFIED CLAY PIPE
W	-	WATER
(86'W)	-	RIGHT-OF-WAY WIDTH

LEGEND

EXISTING SANITARY SEWER	==
EXISTING STORM SEWER	==
EXISTING TREE	==
EXISTING BUILDING	==
EXISTING CONTOUR	==
SPOT ELEVATION	==
EXISTING UTILITIES	==
FOUND 1/2" IRON PIPE	==
SET IRON PIPE	==
FOUND CROSS	==
FOUND STONE	==
FIRE HYDRANT	==
LIGHT STANDARD	==
BUSH	==
SIGN	==
NOTES PARKING SPACES	==
GUY WIRE	==
POWER POLE	==
WATER VALVE	==
DENOTES RECORD INFORMATION	==
ACCESSIBLE PARKING	==
PROPOSED CONTOUR	==
PROPOSED SPOT	==
PROPOSED STORM	==
PROPOSED SANITARY	==



PERTINENT DATA

OWNER:	PHASE II INVESTMENTS LLC
OWNER UNDER CONTRACT:	ENTERPRISE HOLDINGS
SITE ADDRESS:	17909 & 17947 CHESTERFIELD AIRPORT ROAD CHESTERFIELD, MISSOURI 63005
LOT AREA:	24,600 S.F. or ±0.565 Ac. (17909) 19,167 S.F. or ±0.440 Ac. (17947)
EXISTING ZONING:	"M3" (STLCO ORD. 13,562) & "P1"(ORD. 2346)
PROPOSED ZONING:	"P1" PLANNED INDUSTRIAL DISTRICT
LOCATOR NO:	17V520082 & 17V520071
WUNNERBERG'S:	PG. 20, GRID 18H
FIRE DISTRICT:	MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT:	ROCKWOOD
SEWER DISTRICT:	METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED:	MISSOURI RIVER
FEMA MAP:	29189C0145K, FEB 4, 2015
ELECTRIC COMPANY:	AMEREN UE
GAS COMPANY:	SPIRE INC
PHONE COMPANY:	AT&T
WATER COMPANY:	MISSOURI AMERICAN WATER COMPANY

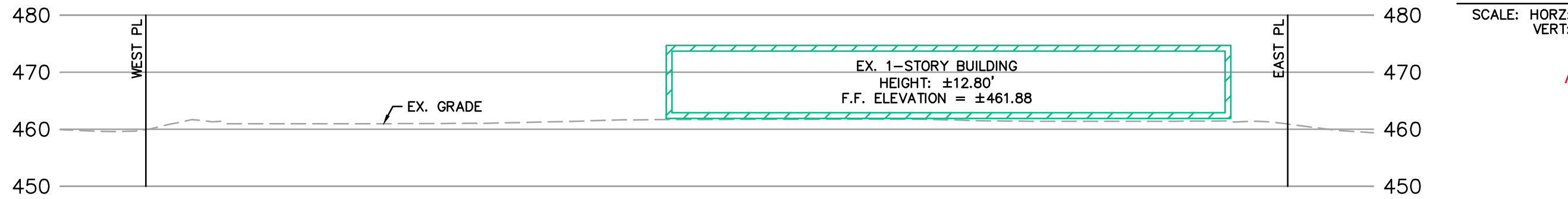
GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS.
- THE CONTROLLING REGULATORY FLOODPLAIN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 457.00 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

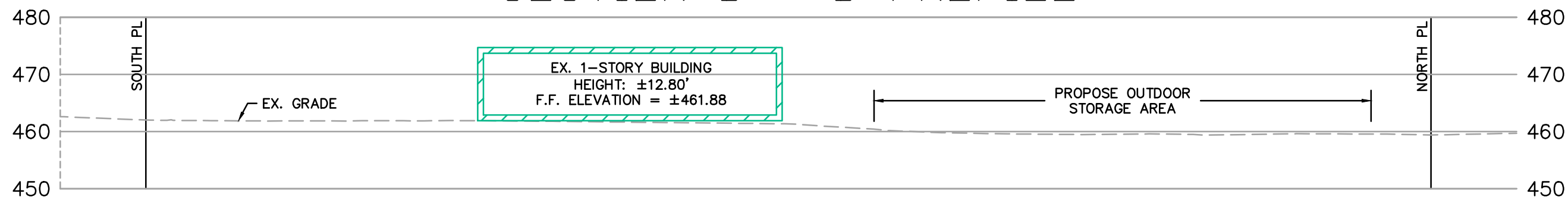
ST. LOUIS COUNTY STANDARD NOTES

- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING GENERAL LIABILITY COVERAGE, BODILY INJURY AND PROPERTY DAMAGE IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE "ST. LOUIS COUNTY" AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PER PERSON AND PER OCCURRENCE LIMITS.
- PRIOR TO "SPECIAL USE PERMIT" ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPORTED BY AN IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.

SECTION A - A PROFILE



SECTION B - B PROFILE



F.A.R. CALCULATION

MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

OPEN SPACE:

MINIMUM 35.0% OPEN SPACE

HEIGHT:

A MAXIMUM HEIGHT OF 30.0'

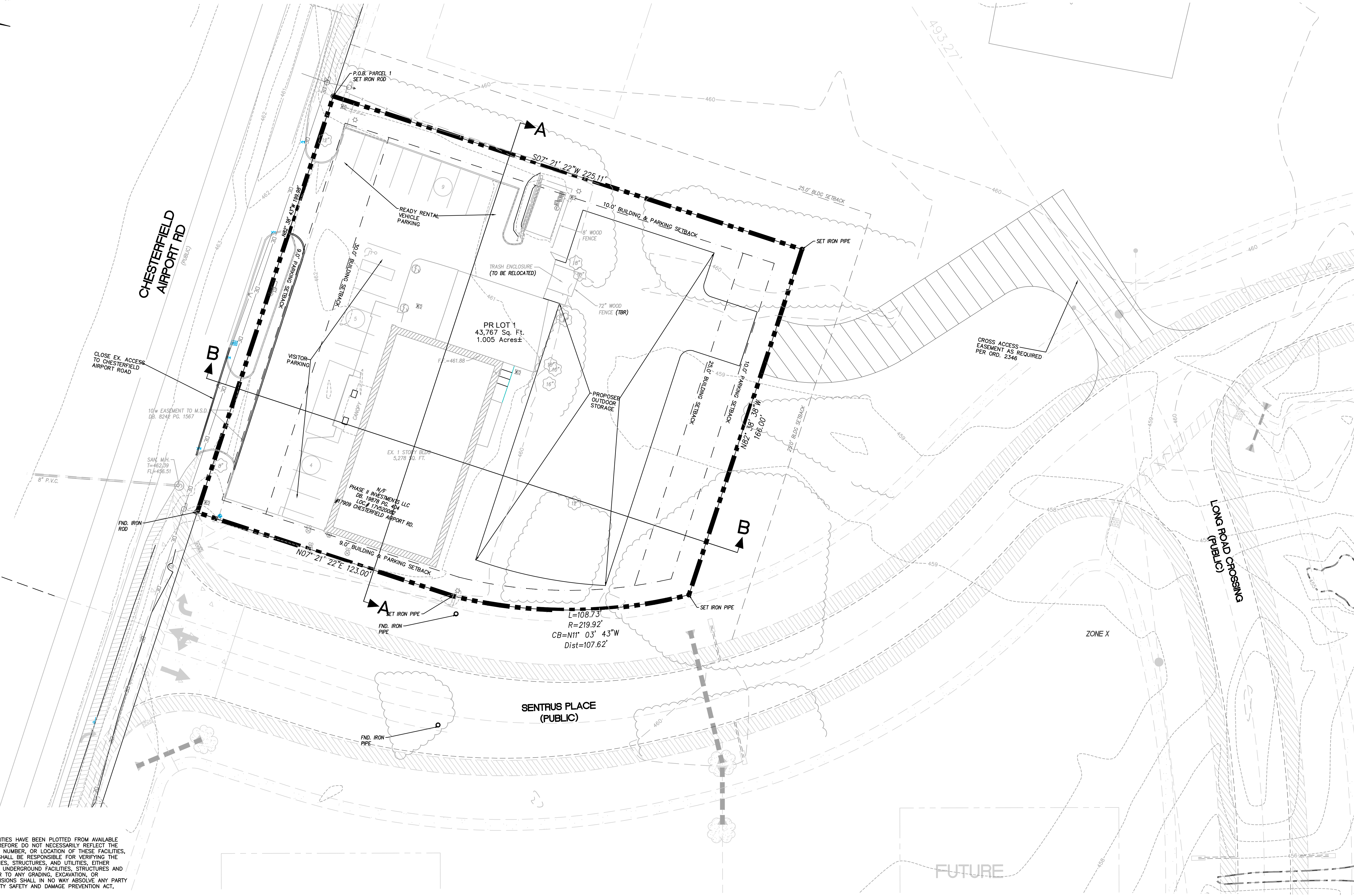
BUILDING AND PARKING SETBACKS

STRUCTURE SETBACKS:

- THIRTY (30) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
- TEN (10) FEET FROM WEST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- TWENTY-FIVE (25) FEET FROM NORTH BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- NINE (9) FEET FROM THE EAST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT

PARKING SETBACKS:

- NINE (9) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
- TEN (10) FEET FROM WEST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- TEN (10) FEET FROM FROM NORTH BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- NINE (9) FEET FROM FROM EAST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT



CONTRACTOR'S INSURANCE REQUIREMENTS

PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.090 (ADDENDUM).

UTILITY NOTE:

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

ST. LOUIS COUNTY BENCHMARK

BENCHMARK
12-171 (460.06) "STANDARD ALUMINUM DISK" STAMPED
L-28, 1990. DISK IS SET IN THE NORTHWEST CORNER
OF CHESTERFIELD AIRPORT ROAD AND GARAGE DRIVE.

PREPARED FOR:

ENTERPRISE LEASING
COMPANY OF STL, LLC
10144 PAGE AVE.
ST. LOUIS, MO. 63132
SU. ATTN: MR. ANDREW STOKES

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY WITH COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

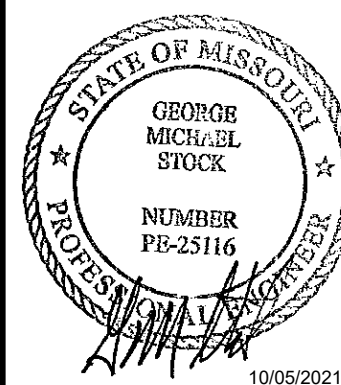
PREPARED BY:

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
5301-9300 FAX: (636) 530-9300
e-mail: general@stockandassociates.com
Web: www.stockandassociates.com

17909 & 17947 CHESTERFIELD AIRPORT ROAD

PRELIMINARY DEVELOPMENT PLAN FOR:

CHESTERFIELD, MISSOURI 63005



GEORGE M. STOKES
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000991

REVISIONS:

- 2021-06-21 CITY
- 2021-06-29 PC PACKET
- 2021-09-09 CITY
- 2021-10-05 CITY

DRAWN BY:	C.S.G.	CHECKED BY:	C.S.G.
DATE:	5/5/21	JOB NO:	221-6951
M.S.D. #		BASE MAP #	17V5
S.L.C. HAT #		HAT SUP. #	

SHEET TITLE:

PRELIMINARY
DEVELOPMENT PLAN

SHEET NO.:

C1.0



Tree Stand Delineation
SCALE 1"=20'



Key Plan
SCALE 1"=100'

Tree Inventory					
ID	Tree Name	DBH	Canopy Diameter	Condition Rating	Comment
1	Pear	14	12	1	Half dead
2	Pear	14	16	2	
3	Arborvitae	8	8	1	
4	Arborvitae	8	5	2	
5	Cottonwood	18	40	2	
6	Cottonwood	10	20	2	
7	Bradford Pear	6	20	1	
8	Cottonwood	8	20	2	
9	Cottonwood	8	20	2	
10	Willow	7	20	2	
11	Willow	10	25	2	
12	Willow	10	20	2	
13	Cottonwood	16	35	2	
14	Cottonwood	9	20	2	
15	Cottonwood	24	60	3	
16	Cottonwood	11	20	2	
17	Cottonwood	11	20	2	
18	Cottonwood	10	20	2	
19	Cottonwood	12	20	2	
20	Cottonwood	6	10	2	
21	Cottonwood	13	30	2	
22	Cottonwood	13	30	2	
23	Cottonwood	9	25	2	
24	Cottonwood	8	20	2	
25	Cottonwood	13	30	2	
26	Cottonwood	15	30	2	
27	Cottonwood	6	12	2	
28	Cottonwood	7	12	2	
29	Cottonwood	8	12	2	
30	Cottonwood	8	12	2	
31	Cottonwood	8	12	2	
32	Cottonwood	12	25	2	
33	Cottonwood	6	15	2	
34	Sycamore	7	25	1	
35	Cottonwood	7	20	1	
36	Cottonwood	9	25	2	
37	Cottonwood	8	25	2	
38	Cottonwood	9	25	2	
39	Cottonwood	8	25	2	
40	Cottonwood	10	30	2	
41	Cottonwood	6	15	2	
42	Cottonwood	8	20	2	
43	Cottonwood	10	25	2	
44	Cottonwood	11	35	2	Twin 9+11
45	Cottonwood	8	25	2	
46	Cottonwood	11	25	2	
47	Cottonwood	6	12	2	
48	Cottonwood	6	12	2	
49	Cottonwood	12	40	2	
50	Cottonwood	6	10	2	
51	Cottonwood	12	35	2	
52	Cottonwood	15	40	2	
53	Cottonwood	15	25	2	
54	Cottonwood	10	25	2	
55	Cottonwood	12	25	2	
56	Cottonwood	15	25	2	
57	Cottonwood	15	30	2	
58	Cottonwood	12	30	2	
59	Cottonwood	18	25	2	
60	Cottonwood	10	25	2	
61	Cottonwood	6	25	2	
62	Cottonwood	8	25	2	
63	Mulberry	8	25	2	

Tree Condition Rating:
Excellent 4
Good 3
Fair 2
Poor 1
Dead 0

Lot Area (Site Address 17909) = 24,600 s.f. (0.565 acres)
Lot Area (Site Address 17947) = 19,167 s.f. (0.440 acres)
Individual Tree Area = 10,258 s.f. (0.235 acres)
Total Existing Tree Canopy Area = 10,258 s.f. (0.235 acres)

Tree Stand Delineation Narrative
The Tree Stand Delineation map was completed by field inspection. The existing trees are primarily Cottonwood and are overgrown first succession trees not to be considered a resource. There are also some invasive Pear trees and bush honeysuckle. There are no Monarch, state champion, or rare trees found onsite.

Legend	
Symbol	Description
	Existing individual trees (shaded trees denote tree canopy area)

Tree Stand Delineation Prepared under direction of:
Kristin Province
Certified Arborist MW-6075A
Kristin Province



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

17909 & 17947 CHESTERFIELD AIRPORT ROAD

CHESTERFIELD, MISSOURI 63005

Revisions:

Date	Description	No.

Drawn: KP
Checked: RS

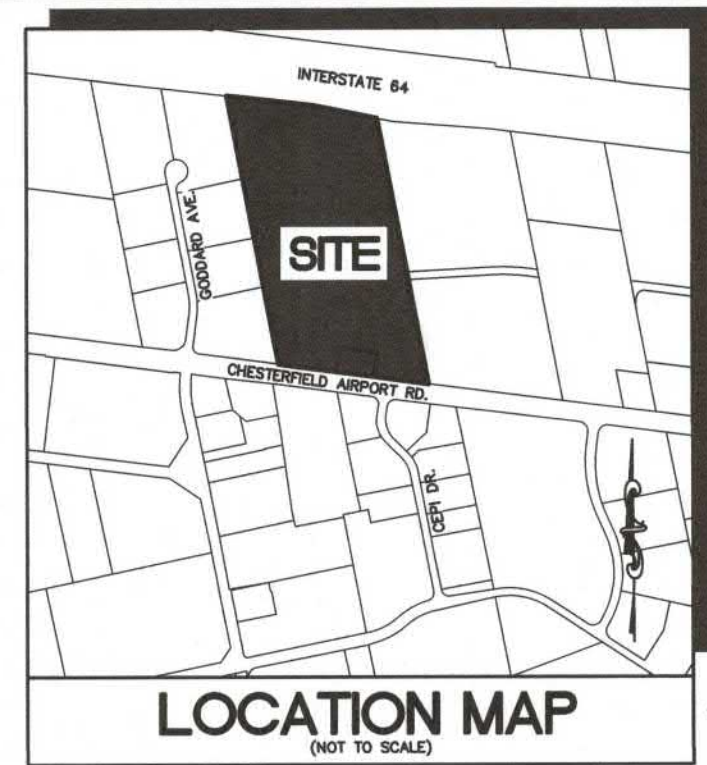
LOOMIS ASSOCIATES
landscape architects + planners
750 spinnaker drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com

Loomis Associates, Inc.
Missouri State Certificate of Authority # LAC #000119

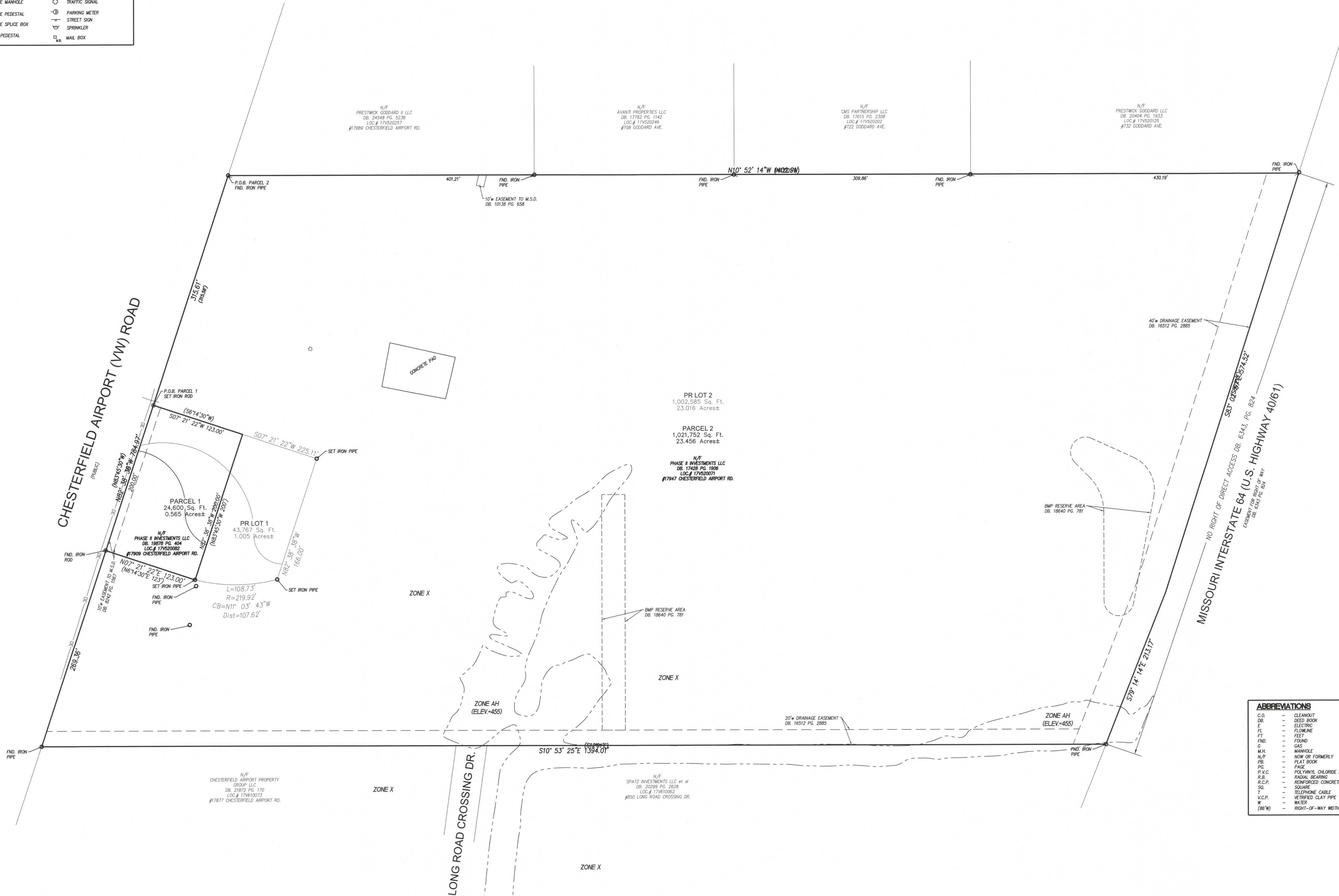
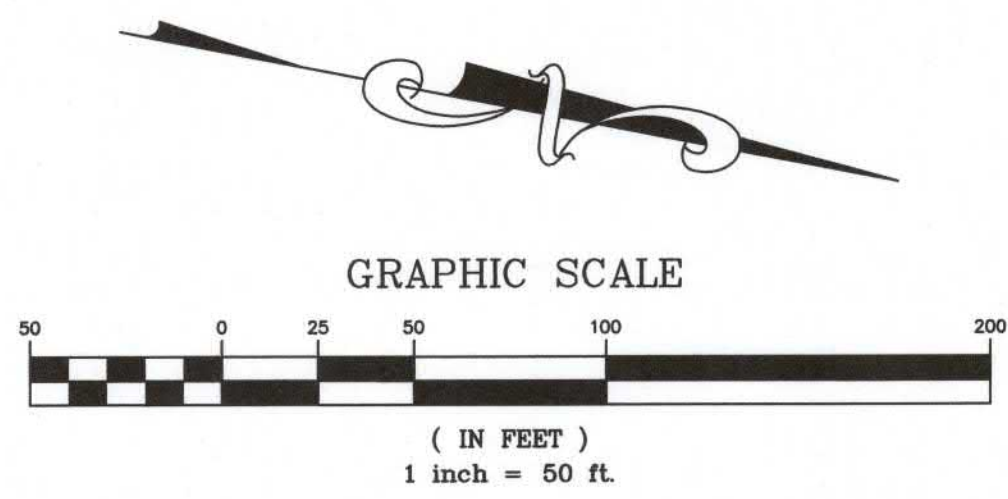
Sheet Title:	Tree Stand Delineation
Sheet No:	TSD
Date:	5/17/21
Job #:	813.091

ALTA/NSPS LAND TITLE SURVEY

OF
A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF
SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	GAS DRIP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	CLEAN OUT
	POST INDICATOR VALVE
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PAVING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX



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

PREPARED FOR:
ENTERPRISE HOLDINGS
10144 PAGE AVE.
ST. LOUIS, MO. 63132
ATTN: MR. ANDREW STOKES

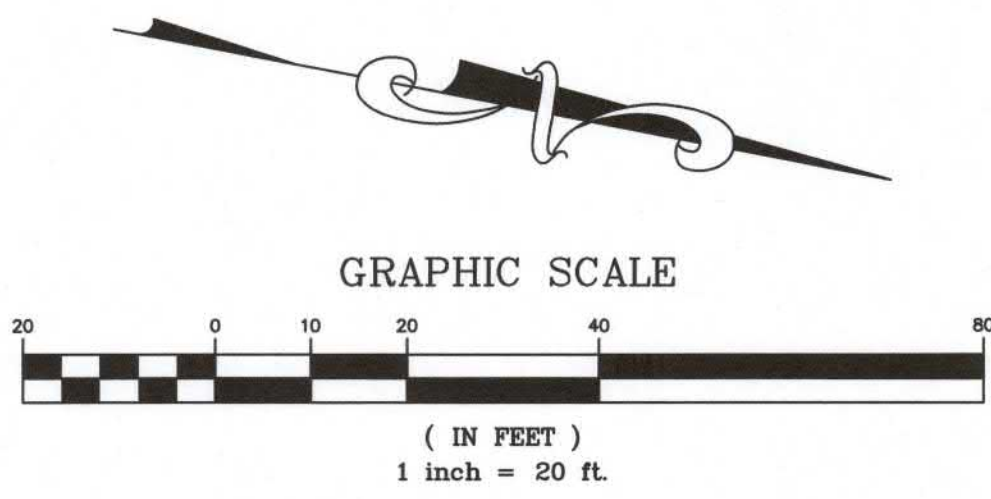
PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63015 PH: (636) 550-9100 FAX: (636) 550-9100
e-mail: general@stockass.com
Web: www.stockass.com

ALTA/NSPS LAND TITLE SURVEY
ENTERPRISE HOLDINGS
17909 & 17947 CHESTERFIELD AIRPORT RD.



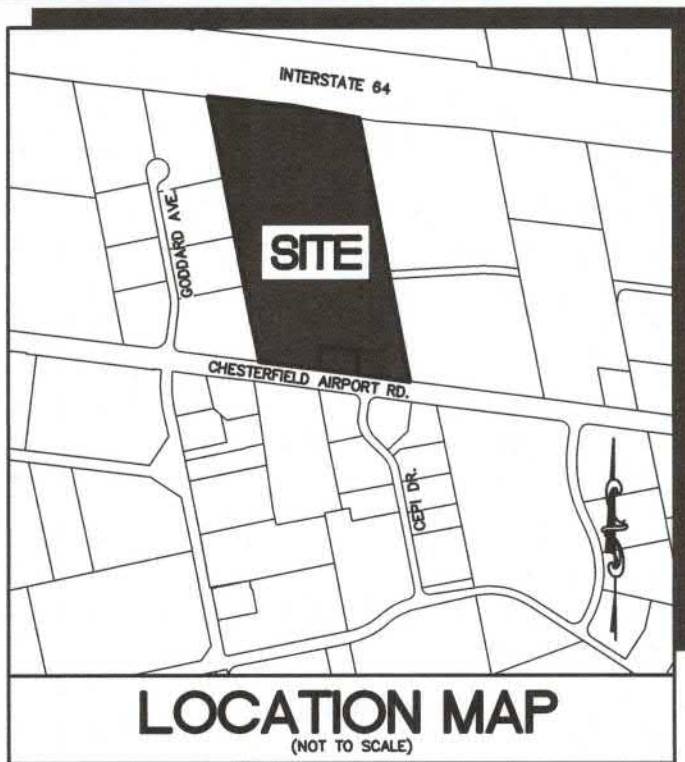
REVISIONS:	
1	00/00/0000-
DRAWN BY:	CHECKED BY:
J.K.	W.J.P.
DATE:	JOB NO.
4/8/21	221-6951
M.S.D. P. #	BASE MAP #
S.L.C. H&T #	H&T S.U.P. #
M.D.A.R. #	
SHEET TITLE:	
ALTA/NSPS LAND TITLE SURVEY	
SHEET NO.:	
SHEET #1	

LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	GAS DRP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PARKING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX



ALTA/NSPS LAND TITLE SURVEY

OF
A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF
SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company, Commitment No. NCS-1059976-STLO, with an effective date of March 17, 2021 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is at the effective date thereof vested in:

Phase II Investments, LLC, a Missouri limited liability company

(3) Title Commitment No. NCS-1059976-STLO with Schedule B-Section 2 exceptions:

(a) Item No. 10. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 8242, Page 1567. (Parcel 1) "SHOWN"

(b) Item No. 11. Dedication of sewer easements granted to The Metropolitan St. Louis Sewer District by the instrument recorded in Book 9733, Page 232. (Parcel 1) "NOT SHOWN" Not plotable.

(c) Item No. 12. Easement to the State of Missouri contained in Cause No. 200860 Circuit Court of St. Louis County, a copy of which is recorded in Book 6343, Page 824. (Parcel 2) "SHOWN"

(d) Item No. 13. Limitation of rights of direct access by the instrument recorded in Book 6343, Page 824. (Parcel 2) "SHOWN"

(e) Item No. 14. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 10138, Page 658. (Parcel 2) "SHOWN"

(f) Item No. 15. Easement granted Monarch-Chesterfield Levee District, according to instrument recorded in Book 10519, Page 1859. (Parcel 2) "NOT SHOWN" Does not affect.

(g) Item No. 16. Easement granted to City of Chesterfield for Storm Water Easements by the instrument recorded in Book 16512, Page 2885. (Parcel 2) "SHOWN"

(h) Item No. 17. Terms and provisions of the Maintenance Agreement with The Metropolitan St. Louis Sewer District according to the instrument recorded in Book 18840, Page 781. (Parcel 2) "SHOWN"

(i) Item No. 18. Terms and provisions of the Site Development Concept Plan according to the instrument recorded in Plat Book 356, Page 210. "NOT SHOWN" Not survey related.

(j) Item No. 19. Terms and provisions of the Site Development Section Plan according to the instrument recorded in Plat Book 356, Page 216. "NOT SHOWN" Not survey related.

(k) Item No. 20. Terms and provisions of the Amended Site Development Plan according to the instrument recorded in Plat Book 363, Page 537. "NOT SHOWN" Not survey related.

(l) Item No. 21. Terms and provisions of the 2nd Amended Site Development Plan according to the instrument recorded in Plat Book 364, Page 289. "NOT SHOWN" Not survey related.

PARCEL 1:
A TRACT OF LAND IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD 315.58 FEET EAST OF THE EAST LINE OF PROPERTY NOW OR FORMERLY OF BERTHA FICK BY DEED RECORDED IN BOOK 5721 PAGE 250; THENCE CONTINUING EASTWARDLY ALONG THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD (FORMERLY U.S. HIGHWAY #40), 200 FEET TO A POINT; SAID POINT BEING 293.36 FEET WEST OF THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO MUK ROTAKARN ET AL., BY DEED RECORDED IN BOOK 7138 PAGE 672 OF THE LOUIS COUNTY RECORDS; THENCE LEAVING SAID ROAD LINE RUNNING NORTH 6 DEGREES 14 MINUTES 30 SECONDS EAST 123 FEET TO A POINT; THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT; THENCE SOUTH 06 DEGREES 14 MINUTES 30 SECONDS WEST 123 FEET TO THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD THE POINT OF BEGINNING.

PARCEL 2:
A TRACT OF LAND IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD AND THE EAST LINE OF PROPERTY NOW OR FORMERLY OF BERTHA FICK BY INSTRUMENT RECORDED IN BOOK 5721 PAGE 250 THENCE NORTH 12 DEGREES 01 MINUTES WEST ALONG PICKS EAST LINE 1402.91 FEET TO A POINT IN THE SOUTH LINE OF U.S. HIGHWAY ROUTE 40, THENCE SOUTH 84 DEGREES 10 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF HIGHWAY 40 571.94 FEET TO A POINT AND CONTINUING ALONG HIGHWAY 40 SOUTH 80 DEGREES 51 MINUTES 49 SECONDS EAST 213.17 FEET THENCE LEAVING SAID SOUTH LINE OF HIGHWAY 40 SOUTH 12 DEGREES 01 MINUTES EAST 1384.01 FEET TO A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT, THENCE LEAVING SAID ROAD LINE NORTH 6 DEGREES 14 MINUTES 30 SECONDS EAST, 123 FEET TO A POINT, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT, THENCE SOUTH 06 DEGREES 14 MINUTES 30 SECONDS WEST 123 FEET TO A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, THENCE ALONG SAID ROAD NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 315.58 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE SURVEY BY DIVERSIFIED DEVELOPMENT DESIGN AND ASSOCIATES DURING NOVEMBER 1978.

PREPARED FOR:
ENTERPRISE HOLDINGS
10144 PAGE AVE.
ST. LOUIS, MO. 63132
ATTN: MR. ANDREW STOKES

Surveyors Certification

This is to certify to
Enterprise Leasing Company of STL, LLC, a Delaware limited liability company Pingree 2000
Real Estate Holdings LLC, a Missouri limited liability company
First American Title Insurance Company

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(b), 7(a), 7(b1), 7(c), 8, 9, 11, 16 and 17 of Table A thereof.

The field work was completed during March 2021.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC 222-D

By:
Walter J. Pfeiffer, Missouri P.L.S. No. 2008-000728

GENERAL NOTES:

1) 17909 Chesterfield Airport Rd. is Zoned M3 Planned District and 17947 Chesterfield Airport Rd. is Zoned PI Planned Industrial District Ord #2346

Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.

2) Subject property lies within Flood Zone Shaded X (Area with reduced risk due to levees) and Zone AH (Base flood elevations determined, Elev=445) according to the National Flood Insurance Rate Map Number 29189C0145K with and effective date of 02/04/2015.

3) There are 18 regular and 1 handicapped parking stalls onsite. (Parcel 1)

4) Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

5) The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gores or overlaps.

6) Square footage of the building has been calculated from dimensions approximately 5 foot above grade for the first floor only.

7) Basis of bearings adopted from Plat Book 352, Page 232 of the St. Louis County Records, along the West line of Long Road Crossing.

8) There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

9) There are no known proposed changes in street right of way lines, and there was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

10) Subject property has direct access to Chesterfield Airport Road

11) Subject property abuts Chesterfield Airport Road with no gaps or gores

ZONE X

ABBREVIATIONS

C.O.	-	CLEANOUT
DB.	-	DEED BOOK
E.	-	ELECTRIC
F.L.M.	-	FLOWING
FT.	-	FEET
IND.	-	INDICATOR
G.	-	GAS
M.H.	-	MANHOLE
N.F.	-	NOW OR FORMERLY
P.B.	-	PLAY BOOK
P.C.	-	PIPE
P.V.C.	-	POLYVINYL CHLORIDE PIPE
R.B.	-	RADIAL BEARING
R.C.P.	-	REINFORCED CONCRETE PIPE
SO.	-	SQUARE
T.C.	-	TELEPHONE CABLE
V.C.P.	-	VETRIFIED CLAY PIPE
W.	-	WATER
(86'W)	-	RIGHT-OF-WAY WIDTH

ST. LOUIS COUNTY BENCHMARK

BENCHMARK:
12-171 (460.06) "STANDARD ALUMINUM DISK" STAMPED SL-38, 1990. DISK IS SET IN THE NORTHWEST CORNER OF CHESTERFIELD AIRPORT ROAD AND CAPRICE DRIVE.

257 Chesterfield Business Parkway
St. Louis, MO 63005 P41 (636)
501-9101 FAX (636) 501-9100
e-mail: general@stockandassociates.com
Web: www.stockandassociates.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

PREPARED BY:

ALTA/NSPS LAND TITLE SURVEY

ENTERPRISE HOLDINGS

17909 & 17947 CHESTERFIELD AIRPORT RD.



REVISIONS:

1 000000000

DRAWN BY: J.K. CHECKED BY: W.J.P.

DATE: 4/8/21 JOB NO: 221-0951

U.S.D. P. # BASE MAP #

S.L.C. HAT # HAT S.L.P. #

M.D.A.R. #

SHEET TITLE:

ALTA/NSPS LAND
TITLE SURVEY

SHEET NO.:
SHEET #2

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: October 14, 2021

RE: Burkhardt Place - Parking Restriction & Through Street

The City of Chesterfield City Council will soon consider approval of the record plat containing the extension of Burkhardt Place. As detailed in the attached memorandum from Senior Civil Engineer Jeff Paskiewicz, Burkhardt Place is not designed to allow parking. In fact, the ordinance authorizing the West County YMCA included a prohibition against parking on Burkhardt Place in anticipation of the eventual completion of Burkhardt Place from Chesterfield Parkway to Wild Horse Creek Road. That parking restriction was not codified at the time because of the previous dead-end configuration of Burkhardt Place. Now that Burkhardt Place has been extended, it is time to formally implement the parking restriction by amending Schedule VII of the Traffic Code. If approved, the parking restriction will become effective once the Burkhardt Place extension is open to public traffic.

In addition to the parking restriction, the Engineering Staff also recommends that Burkhardt Place be formally recognized as a Through Street. Vehicular traffic on a Through Street is given preferential right of way, meaning that vehicular traffic from intersecting streets must yield right of way in obedience to a Stop or Yield sign when such signs are erected. The designation of Burkhardt Place as a Through Street requires the adoption of an ordinance adding Burkhardt Place to Schedule IV of the Traffic Code.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee of City Council. Should the PPW concur with Staff's recommendation to prohibit parking on Burkhardt Place and designate Burkhardt Place as a Through Street, it should forward the attached ordinances to the full City Council for approval.

Please forward to the PPW Committee for review and recommendation.

MO Geisel 2021-10-14

Memorandum

Department of Public Works



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

FROM: Jeff Paskiewicz, Senior Civil Engineer JSP

DATE: October 14, 2021

RE: Parking Restriction on Burkhardt Place

As you are aware, the section of Burkhardt Place from the YMCA to Wild Horse Creek Road is currently under construction as part of the Wildhorse Village development. When completed, Burkhardt Place will connect Chesterfield Parkway West and Wild Horse Creek Road.

Burkhardt Place has an overall width of 38 feet from back-of-curb to back-of-curb. This allows for 6 inch curbs, two 13.5 foot wide drive lanes and 5 foot wide bike lanes on both sides of the road. The roadway section was not designed to accommodate on-street parking. Ordinance 2520 was approved by City Council in 2009 and amended an existing ordinance for the West County YMCA. Item 2 in Section D, Parking and Loading Requirements, states "Parking shall be prohibited along both side of Burkhardt Place". Up until this time Burkhardt Place has ended just past the YMCA and parking has been allowed on both sides of the street. So while Ordinance 2520 included the parking restriction requirement, the restriction was not formally adopted by the City into Title III Schedule VII of the City's traffic code.

Once completed, Burkhardt Place will function as a Through Street and as such should be identified in Title III Schedule IV of the City's traffic code.

With the completion of Burkhardt Place, it is my recommendation that the attached draft ordinances restricting parking on Burkhardt Place between Wild Horse Creek Road and Chesterfield Parkway West and also identifying this same section of Burkhardt Place as a Through Street be sent to Planning and Public Works Committee and if they so recommend, forwarded to City Council for approval.

CC: Zach Wolff, Assistant City Engineer

BILL NO. 3366

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, SCHEDULE VII PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON BURKHARDT PLACE.

WHEREAS, construction of Burkhardt Place will be completed between Wild Horse Creek Road and Chesterfield Parkway West as part of the Wildhorse Village development; and

WHEREAS, the roadway width will accommodate two driving lanes and designated bicycle lanes; and

WHEREAS, Ordinance 2520 for the West County YMCA included a condition restricting parking on both side of Burkhardt Place

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

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

Part of Road or Street Where
Parking is Regulated

Parking Restriction

Burkhardt Place, both sides, between
Chesterfield Parkway West and Wild Horse
Creek Road

No parking anytime

Section 2. In all other respects, Title III is in full force and effect.

Section 3. This Ordinance shall be in full force and effect at such time the Burkhardt Place extension is open for public use and Burkhardt Place has been striped for bicycle lanes.

Passed and approved this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

FIRST READING HELD 11/1/2021

Burkhardt Place



10/8/2021, 10:24:16 AM



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: October 14, 2021

RE: Burkhardt Place - Parking Restriction & Through Street

The City of Chesterfield City Council will soon consider approval of the record plat containing the extension of Burkhardt Place. As detailed in the attached memorandum from Senior Civil Engineer Jeff Paskiewicz, Burkhardt Place is not designed to allow parking. In fact, the ordinance authorizing the West County YMCA included a prohibition against parking on Burkhardt Place in anticipation of the eventual completion of Burkhardt Place from Chesterfield Parkway to Wild Horse Creek Road. That parking restriction was not codified at the time because of the previous dead-end configuration of Burkhardt Place. Now that Burkhardt Place has been extended, it is time to formally implement the parking restriction by amending Schedule VII of the Traffic Code. If approved, the parking restriction will become effective once the Burkhardt Place extension is open to public traffic.

In addition to the parking restriction, the Engineering Staff also recommends that Burkhardt Place be formally recognized as a Through Street. Vehicular traffic on a Through Street is given preferential right of way, meaning that vehicular traffic from intersecting streets must yield right of way in obedience to a Stop or Yield sign when such signs are erected. The designation of Burkhardt Place as a Through Street requires the adoption of an ordinance adding Burkhardt Place to Schedule IV of the Traffic Code.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee of City Council. Should the PPW concur with Staff's recommendation to prohibit parking on Burkhardt Place and designate Burkhardt Place as a Through Street, it should forward the attached ordinances to the full City Council for approval.

Please forward to the PPW Committee for review and recommendation.

MO Geisel 2021-10-14

Memorandum

Department of Public Works



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

FROM: Jeff Paskiewicz, Senior Civil Engineer JSP

DATE: October 14, 2021

RE: Parking Restriction on Burkhardt Place

As you are aware, the section of Burkhardt Place from the YMCA to Wild Horse Creek Road is currently under construction as part of the Wildhorse Village development. When completed, Burkhardt Place will connect Chesterfield Parkway West and Wild Horse Creek Road.

Burkhardt Place has an overall width of 38 feet from back-of-curb to back-of-curb. This allows for 6 inch curbs, two 13.5 foot wide drive lanes and 5 foot wide bike lanes on both sides of the road. The roadway section was not designed to accommodate on-street parking. Ordinance 2520 was approved by City Council in 2009 and amended an existing ordinance for the West County YMCA. Item 2 in Section D, Parking and Loading Requirements, states "Parking shall be prohibited along both side of Burkhardt Place". Up until this time Burkhardt Place has ended just past the YMCA and parking has been allowed on both sides of the street. So while Ordinance 2520 included the parking restriction requirement, the restriction was not formally adopted by the City into Title III Schedule VII of the City's traffic code.

Once completed, Burkhardt Place will function as a Through Street and as such should be identified in Title III Schedule IV of the City's traffic code.

With the completion of Burkhardt Place, it is my recommendation that the attached draft ordinances restricting parking on Burkhardt Place between Wild Horse Creek Road and Chesterfield Parkway West and also identifying this same section of Burkhardt Place as a Through Street be sent to Planning and Public Works Committee and if they so recommend, forwarded to City Council for approval.

CC: Zach Wolff, Assistant City Engineer

BILL NO. 3367

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, SCHEDULE IV THROUGH HIGHWAYS, ROADS OR STREETS OF THE CHESTERFIELD CITY CODE OF ORDINANCES BY ADDING BURKHARDT PLACE TO SAID SCHEDULE IV.

WHEREAS, construction of Burkhardt Place will be completed between Wild Horse Creek Road and Chesterfield Parkway West as part of the Wildhorse Village development; and

WHEREAS, the Department of Public Works has determined that when completed Burkhardt Place will be a through street; and

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

Section 1. Burkhardt Place between Chesterfield Parkway West and Wild Horse Creek Road is hereby added to Schedule IV: Through Highways, Roads and Streets of Title III of the Code of the City of Chesterfield.

Section 2. In all other respects, Title III is in full force and effect.

Section 3. This Ordinance shall be in full force and effect at such time the Burkhardt Place extension is open for public use.

Passed and approved this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

FIRST READING HELD 11/01/2021

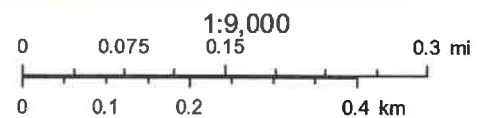
Burkhardt Place



10/8/2021, 10:24:16 AM

 Parcels

 Limits of No Parking Restriction



Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: November 01, 2021

RE: **First Watch—Liquor License Request:** A request for a liquor license for a restaurant located at 120 Hilltown Village Center, within 100 feet of a daycare.



Summary

First Watch Restaurants, Inc. has submitted an application for a liquor license for a restaurant located at 120 Hilltown Village Center. While all liquor licenses are approved by City Council, Section 600.040 A. of the City of Chesterfield Code states:

No license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within one hundred (100) feet of any school, church or other building regularly used as a place of religious worship, **unless the applicant for the license shall first obtain the consent in writing of the City Council...**

First Watch is approximately 85 feet from a daycare facility. City and State law do permit issuance of the liquor license, but additional notification of adjacent areas are required for properties within 100 feet of the premises at least ten (10) days prior to City Council's approval of the liquor license.

This item was reviewed by the Planning and Public Works Committee on October 21, 2021 and was recommended for approval by a vote of 4 to 0.

The applicant has provided the required notice to all property owners within 100 feet. A copy of this confirmation is attached to this memo.



Attachment: Notification Confirmation.



City of Chesterfield



Liquor License Notification Form

Name of business (including dba): First Watch Restaurants, Inc. - First Watch

Liquor license displayed at (Business Address): 120 Hilltown Village Center, Chesterfield, MO 63017

Per Chesterfield City Code Section 600.040, no license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within one hundred (100) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the City Council, except that when a school, church or place of worship shall hereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.

I, Jay Wolszczak, Secretary (print name) as the applicant for the proposed liquor license at the premises listed above, attest that per City Code Section 600.040 written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises at least ten (10) days prior to City Council approval of the proposed liquor license.

Applicant Signature

10 / 08 / 2021

Date

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember McGuinness

Bill No. 3358 – Salary Administration Manual – An ordinance to adopt and implement revisions to the City of Chesterfield employee salary administration manual **(Second Reading) Finance and Administration Committee recommends approval**

Bill No. 3368 – Ward Boundaries – An ordinance repealing ordinance 1802 in its entirety and adopting a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(First Reading) Finance and Administration Committee recommends approval. The proposed modifications to the ward boundaries ensure substantially equal representation across the wards within the City of Chesterfield.**

NEXT MEETING

The next meeting of the Finance and Administration Committee of the Whole, is scheduled for Monday, November 8, 2021. That will be the second scheduled budget workshop.

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



Finance and Administration Committee Record of Proceeding October 18, 2021

The Finance and Administration Committee met on October 18, 2021. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barbara McGuinness, Ward I; Council Committee Member Gary Budoor, Ward IV; City Administrator Mike Geisel; and Finance Director Jeannette Kelly. Those also in attendance included: Mayor Bob Nation; Councilmember Mary Monachella, Ward I; Councilmember Mary Ann Mastorakos, Ward II; Councilmember Dan Hurt, Ward III; Information Technology Director Matt Haug; Director of Public Works/City Engineer Jim Eckrich; Director of Planning Justin Wyse; City Clerk Vickie McGownd; and approximately 4 other attendees.

Chairperson Michael Moore called the meeting to order at 5:01 p.m.

[Council Committee Member Aaron Wahl, Ward II, joined the meeting at 5:03 p.m.]

Census – Ward Boundaries

Director of Planning Justin Wyse presented a proposal including further modifications to the ward boundaries originally proposed at the September 28, 2021 meeting of the Finance and Administration Committee, based on 2020 Census population data.

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to accept the proposal as recommended by Staff. Councilmember Moore made a motion to amend the ward boundaries to move subdivisions south of Kehrs Mill Road from Ward 4 into Ward 3. The motion to amend died due to lack of a second. A voice vote was taken on the original motion with a unanimous affirmative result and the motion was declared passed.

Lifetime Achievement Award

The topic of the Lifetime Achievement Award was generated following a request to honor a specific individual. In August 2021, the Planning and Public Works Committee

directed Staff to create a policy instituting a Lifetime Achievement Award – intended to be the highest honor that the City utilizes to recognize contributions to the community. The proposed Policy No. P-04 (Chesterfield Lifetime Achievement Award) was subsequently forwarded to City Council on October 4, 2021 whereby it was forwarded to the Finance and Administration Committee for review, with assurance to bring the matter back to Council for consideration.

After discussion, the Finance and Administration Committee members considered modifying the recognition policy by changing the recognition from “Lifetime Achievement Award” to “Key to the City” and eliminating the provision of public funding for a permanent park amenity.

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to direct the requestor to the City’s existing Living Legacy program as a way to honor the above-referenced individual. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Wahl made a motion, seconded by Councilmember McGuinness, to postpone further discussion and modification of this recognition award policy until the next non-budget Finance and Administration Committee meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Salary Administration Manual – Annual Adjustment

At the October 4, 2021 City Council meeting, Bill No. 3358 (Employee Salary Administration Manual) was forwarded to the Finance and Administration Committee for further assessment and review, with assurance to bring the matter back for Council consideration.

City Administrator Geisel gave a brief informative presentation pertaining to the proposed revision to the Employee Salary Administration Manual, stipulating that in any given year the annual compensation plan adjustment is limited to a value that shall not exceed 75% of the merit pool approved by City Council. He stressed that the merit pool should always exceed the Consumer Price Index (CPI) adjustment in order to maintain a significant increment between existing employees and new hires which would create compression issues if the increment is minimized or non-existent.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to recommend adoption of the proposed revisions to the Employee Salary Administration Manual and return Bill No. 3358 to City Council for second reading. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Adjournment

The meeting was adjourned at 6:14 p.m.

Respectfully submitted:

Jeannette Kelly
Finance Director

Vickie McGownd
City Clerk

APPROVED: _____

DRAFT

BILL NO. 3358

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AND IMPLEMENT REVISIONS TO THE CITY OF CHESTERFIELD EMPLOYEE SALARY ADMINISTRATION MANUAL.

WHEREAS, The Chesterfield City Council previously adopted revisions to the City's compensation plan and salary administration manual by Resolution #441, #443 and Ordinance 3101; and

WHEREAS, The current Salary Administration Manual for the City of Chesterfield provides an adjustment of the entire compensation plan; and

WHEREAS, The Finance and Administration Committee has reviewed and recommended specific changes to the Salary Administration Manual at their meeting on August 31st, 2021; and

WHEREAS, The City of Chesterfield strives to promote economy and effectiveness in the personnel services rendered to the City of Chesterfield; and

WHEREAS, The City of Chesterfield desires to establish and maintain a uniform plan of position classification based upon relative duties, responsibilities and functions of positions in the classified service; and

WHEREAS, The City of Chesterfield endeavors to ensure that employees receive fair compensation for their contribution to the ongoing operation and effectiveness of the City of Chesterfield administration and that the City receives fair return for its payroll expenditures; and

WHEREAS, The City of Chesterfield believes that providing a modern system of personnel administration which will support the City of Chesterfield's role as an equal opportunity employer, and in which fair and equal opportunity shall be accorded to all qualified person to be employed, promoted and retained on the basis of merit and fitness; and

WHEREAS, The City of Chesterfield desires to provide managers and supervisors direction and guidance in administering the salary administration program to ensure that it is fair and consistent to individual employees and 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 Administrator is hereby authorized and directed to implement revisions to the City of Chesterfield's Employee Salary Administration Manual, as reviewed and recommended by the Finance and Administration Committee August 31st, 2021.

Section 2: A copy of the revised City of Chesterfield Salary Administration Manual is attached hereto and identified as "Exhibit A".

Passed and approved this _____ day of _____, 2021.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie McGownd, City Clerk

FIRST READING HELD 9/20/2021

CHAPTER I

INTRODUCTION

The City of Chesterfield Salary Administration Manual described herein has been established to meet the following objectives and goals:

- A. To promote economy and effectiveness in the personnel services rendered to the City of Chesterfield.
- B. To establish and maintain a uniform plan of position classification based upon relative duties, responsibilities and functions of positions in the classified service.
- C. To ensure that employees receive fair compensation for their contribution to the ongoing operation and effectiveness of the City of Chesterfield administration and that the City receives fair return for its payroll expenditures.
- D. To provide a modern system of personnel administration which will support the City of Chesterfield's role as an equal opportunity employer, and in which fair and equal opportunity shall be accorded to all qualified persons to be employed, promoted and retained on the basis of merit and fitness.
- E. To make the City of Chesterfield an attractive employer and to encourage each employee to render their best service to the City of Chesterfield.
- F. To guide managers and supervisors administering the salary administration program and to assist them in the administration of the program so that it is fair and consistent to individual employees and the City of Chesterfield.

CHAPTER II

DEFINITIONS

Words used in this manual in the present tense include the future as well as the present, the singular includes the plural; and the plural includes the singular. The following words have the significance attached to them in this section, unless otherwise apparent from the context of the section in which they appear.

CITY - City of Chesterfield, Missouri

CITY ADMINISTRATOR - The Chief Administrative officer of the City of Chesterfield.

DEPARTMENT HEADS - The recognized Department Heads of the City of Chesterfield.

FULL-TIME EMPLOYEE - An employee who is scheduled to work forty (40) hours per week on a regular basis.

MAY - Is permissive or optional.

SHALL - Is mandatory

SUPERVISOR OR MANAGER - A person having the responsibility of assigning work, guiding and disciplining employees

FRATERNAL ORDER OF POLICE (FOP) – Reference to those employees within the Police Department represented by the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association.

CHAPTER III

COMPENSATION CLASSIFICATION AND ASSIGNMENT POLICIES

Section 1. Compensation Classification - Description and Purpose

The Compensation Classification plan is comprised of a list of compensation classifications for positions supported by written specifications (i.e., job descriptions) setting forth the duties and responsibilities within each class of positions. The purpose of the classification plan shall be to:

- A. Provide similar pay for similar work.
- B. Establish qualification standards for recruiting purposes.
- C. Provide a means of analyzing work distribution, areas of responsibility, lines of authority, and other relationships between positions.
- D. Assist in determining budget requirements.
- E. Provide a basis for developing standard work performance.
- F. Establish lines of promotion and career growth.
- G. Indicate training needs.
- H. Provide uniform titles for positions.

All full-time employees of the City of Chesterfield shall be included in a position classification plan with the exception of the City Administrator, who shall remain a non-classified employee. Commissioned law enforcement employees will be addressed in a separate volume.

Section 2. Compensation Classes

Compensation classifications shall consist of one or more positions that are similar in the basic character of their duties and responsibilities so that the same pay level, title and qualification requirements can be applied and the positions can be treated fairly and equitably under like conditions.

Section 3. Job Descriptions

Job descriptions are concise, written documents summarizing accountability, nature and scope, duties, qualifications, contacts, complexity and working conditions associated with a position. Job descriptions are important sources of information for developing

performance standards, evaluating jobs in the marketplace, and training employees.

Current job descriptions will be maintained for all positions in the position classification plan. The format and definition of terms used in the job descriptions will be as follows:

- A. Identification - This section will list the position title, the department which the associated position is assigned and the immediate supervisor.
- B. Position Summary - This section shall broadly explain the kind and level of work which characterizes the position and thereby distinguishes it from other classes. It may include references to such factors as level of responsibility, independence of action, areas of expertise, and supervision exercised.
- C. Principal Duties and Responsibilities - This section shall list a variety of duties and responsibilities which will customarily be performed by the associated position. This section may not be construed as setting forth all the specific responsibilities and duties, nor shall it limit or modify the right of any appointing authority to assign, direct, and control the work of employees. All job descriptions shall include the phrase "performs all other related work as required," to provide flexibility in assigning employees as necessary.
- D. Skills, Knowledge and Abilities - This part of the job description shall set forth the special skills, knowledge and abilities which are required of new employees at the time of their appointment.
- E. Minimum Education, Certification, and Experience Requirements - This section shall present a general statement of the minimum experience, education and other additional training/certifications which would ordinarily provide adequate preparation for a position and for successful performance of the work characteristics of the position.

Section 4. Maintenance of Job Descriptions

It will be the responsibility of each Department Head to review the job description of each position in their department regularly. Appropriate revisions and recommendations shall be submitted to the City Administrator for review and approval. The City Administrator may require revisions prior to approval. The Human Resources Manager shall maintain copies of each currently approved job description.

Section 5. New Job Descriptions

If a new job position is created, the Department Head is responsible for developing a description. The new job description shall be submitted for review and approval by the City Administrator. Under no circumstances shall a salary action be taken until such process is completed.

Section 6. Position Evaluation

Position evaluation is the process of determining the value of a position and assigning it to the appropriate compensation classification level. It shall be the responsibility of the City Administrator to assign each job title to its appropriate group by function and then by positions which are substantially similar with respect to difficulty, responsibility, and character of work. Such similar positions shall require generally the same amount of training and experience for proper performance to merit approximately equal pay.

Section 7. Position Evaluation Reviews

It shall be the responsibility of the Department Head to re-evaluate job positions for which revised position descriptions have been submitted; evaluate new positions for which position descriptions have been submitted; and submit all position evaluations and re-evaluations to the City Administrator for approval.

CHAPTER IV

THE PAY PLAN AND SALARY ADMINISTRATION POLICIES

Section 1. Pay Plan Structure

The City of Chesterfield pay plan structure consists of forty-six (46) individual compensation positions. Each compensation classification position consists of an alpha-numeric identifier (e.g. D4), a compensation minimum, midpoint and maximum, and is characterized by a defined “spread”, which is the percentage difference between the maximum and minimum compensation levels. The compensation classifications are designed to include values for each civilian job position within the City of Chesterfield. The compensation classifications are designed to uniformly increase at four (4%) percent between each successive position. The pay plan structure is generally designed with 30% spread between the minimum and maximum compensation for each classification. However, there are a number of specific positions that have been identified as “critical” positions, and those positions have been designed with 40% spread of compensation values.

- A. A sufficient number of pay levels were included to capture the full range of job values represented in the city administration and the full range of job values anticipated in the future.
- B. Each pay level was made wide enough (30% - 40%) to allow employees to earn merit increases while performing their responsibilities.
- C. The distance between pay levels (4%) was made large enough to reflect actual differences in relative values of jobs in each pay level.
- D. Each position was assigned to the pay level which best represented its combined internal value to the City and external value in the marketplace.

Section 2. Annual Adjustment of Compensation Classification Ranges for Non-FOP employees

An annual uniform adjustment will be made to the compensation classification ranges based upon the All Urban Consumers (CPI-U) <https://data.bls.gov/cgi-bin/surveymost?cu>, Midwest region, All items CUUR0200SA0, not seasonally adjusted, one-year recorded percent index

change over the previous year, as reported for June in the prior calendar year. To ensure that the minimum and maximum value of the pay levels reflect the current market value of city jobs and the movement of salaries in comparable labor markets, the compensation plan ranges shall be adjusted annually, in January, immediately after distribution of the annual merit increases, if applicable. Individual salary increases will not occur as a result of this range adjustment process, unless the salary of an employee is beneath the minimum salary for his/her position after any merit increase has been awarded. In any year where the CPI is zero or less, there will be no adjustment to salary ranges the following year. However, in any given year, the annual compensation plan adjustment is limited to a value that shall not exceed 75% of the merit pool approved by City Council. This limitation is essential to preserve separation between existing employees and new hires.

Section 3. Determination of Annual Budget for Performance Based (Merit) Increases

The Finance and Administration Committee of Council will annually make a recommendation to the full City Council with regard to what amount to budget for performance based compensation adjustments in the upcoming budget. Staff will provide information to the Finance and Administration Committee including but not limited to; CPI, Cost of Labor indexes, and City Revenues such that the Committee can provide the recommendation for the value of the merit pool budget.

Should the City Council elect to fund an annual merit increase, the amount allocated to the annual budget will be based on the following, and any other factors the Council chooses to consider.

- A) A percentage stipulated and approved by City Council based upon CPI, economic factors, and revenues available to the City.
- B) Actual salaries of all current and eligible employees who were on the payroll as of September 1 of current year. This will exclude the salaries of employees who are at the maximum of the range for their job position, but may include a dollar sum adjustment to account for employees who may be near the maximum salary for their respective range and otherwise eligible for less than the approved percentage that has been allocated to the annual budget.

- C) It is anticipated that any merit increase dollars not used for employees who may have left the payroll prior to September 1 of the following year will be sufficient to allow and award partial year increases for those employees who may join the payroll after September 1 of the current year.
- D) There will be no allocation made for vacant positions as of September 1st of the current year or positions that are forecast to be vacant or eliminated.

A dollar figure will be calculated based upon the above criteria, and this amount will be forwarded to the City Council as a recommended value to be included in the proposed budget.

Section 4. Compensation Below Assigned Pay Level

In no event shall a probationary employee's compensation be increased as a result of the annual CPI-U compensation plan adjustment. A probationary employee may temporarily be compensated below grade, until they have successfully completed their probationary period and received their first annual merit increase, at which time their compensation shall be adjusted to ensure they are within the appropriate pay grade.

If an employee's salary is too low to coincide with the position classification plan, the compensation will be increased to the minimum value of the newly assigned pay level.

Section 5. Compensation Above Assigned Pay Level

As a result of a compensation classification adjustment and/or the re-evaluation and reassignment of certain positions in the position classification plan, individual salaries may be above the maximum value of the appropriate pay level.

If an employee's salary is too high, they shall not receive merit increases until such time as they are "recaptured" by the appropriate pay level. Once the employee's salary falls within the appropriate salary level, they will once again be eligible for merit increases.

Section 6. Compensation Levels For New Hires

The salary level for a new employee will depend upon the employee's qualifications. As a rule, new employees will be hired at the minimum amount of their pay level. Any hires above the minimum pay level up to the

established maximum salaries described in the previous paragraph, may not occur without a written recommendation by the Department Head to the City Administrator stating why the candidate exceeds the minimum qualifications for the position. New employees may be hired at a compensation level not more than ten percent (10%) above the minimum pay for their job classification with the expressed approval of the Department Head. When job or market conditions necessitate, new employees may be hired at a compensation level up to the job classification midpoint only with the written permission of the City Administrator.

If at any time, acute competition, demonstrated exceptional qualifications of a candidate and/or labor shortages in the labor market create an unusually difficult situation for hiring personnel, the City Administrator may request that the Finance and Administration Committee so declare such situation and provide exemptions from the hiring salary limitation.

Section 7. Compensation Actions

The following types of compensation action may occur and affect the placement of any employee in the merit pay plan:

- A. Promotions - A promotion is the assignment of an employee from one position to another position having a higher maximum salary. When an employee is promoted to a position in a higher classification, the employee's salary shall be increased to not less than the minimum rate for the higher classification or to another point in salary range, whichever provides the employee with a salary increase of at least five percent (5%) above their current rate of pay. This action should be distinguished from a reclassification of a position which is assigned to a higher pay level.
- B. Demotions - A demotion is the involuntary assignment of an employee from one position to another position having a lower maximum salary. When an employee is involuntarily demoted to an assignment in a classification having a lower maximum rate than the salary received at the time of reassignment, then the employee shall receive the maximum rate established for the classification to which the employee is being demoted; otherwise, the employee shall receive their present rate if that rate is lower than the maximum rate of the classification to which they are being demoted.

- C. Separations - Separations shall include resignation, dismissal, retirement, lay-off, disability or death. No salary actions shall be taken as a result of an employee's separation, unless such action is specified by ordinance or an employee contract.
- D. Transfer - A transfer is the voluntary assignment of an employee from one position to another position having either a lower or higher maximum salary. An employee who voluntarily transfers to another position will be subject to the pay level of the position being accepted and will start at a salary most equivalent to their salary in the previous position but not to exceed the maximum rate of the new range or fall below the minimum rate of the new range.
- E. Performance - Performance is the carrying out of required action and displayed patterns of behavior. Performance evaluations shall determine performance levels and the assigned merit increases according to performance.
- F. Overtime - All full-time non-exempt employees covered by the Fair Labor Standards Act must be compensated at the rate of 1-1/2 times the number of hours worked over forty (40) in a seven (7) day work week or over an established work period or receive compensatory time off. The work week for purposes of this section shall be defined as beginning at 12:01 a.m. Sunday morning and proceeding for seven (7) full continuous days until midnight the following Saturday night. Authorized absences with pay during the work week or work period because of vacation, holidays, military training leave, or compensatory time off shall be considered authorized work for the purposes of calculating overtime. The City reserves the right to change work schedules during the work week or work period to reduce overtime liability.
- G. Overtime/Callouts on Holidays and Vacation - Any non-exempt employees covered by the Fair Labor Standards Act, who are called to work on a holiday or while on vacation shall be paid at the rate of one (1) times the employee's hourly rate for all hours worked. Such overtime compensation shall be in addition to regular pay received for the holiday. Both the holiday hours and the hours worked on the

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- H. Call-Outs - If an employee is called back to work outside of a normally scheduled work day or is called back to work after having completed a regularly scheduled work day, the City shall compensate the employee a minimum of two (2) hours.
- I. Approval of Overtime - The City shall not be obligated to pay overtime not expressly authorized in advance by a direct supervisor. Employees who perform unauthorized overtime work shall not receive payment. All overtime should be recorded and claimed in the appropriate pay period and on the appropriate time sheet.
- J. Scheduling of Overtime - When scheduling overtime, supervisors shall attempt to equitably distribute overtime among all qualified employees and it shall be assigned to the most appropriate position classification which can perform the work.

Supervisors shall when possible, give employees reasonable advance notice of overtime work. When sufficient personnel with appropriate skills are not available on a voluntary basis to perform required overtime, employees who refuse to work assigned overtime or who fail to report upon notice for overtime work may be subject to appropriate disciplinary action.

- K. Compensatory Time Off - All employees covered by the Fair Labor Standards Act are eligible for compensatory time off in lieu of overtime pay when work hours exceed forty (40) hours in a seven (7) day work week or their work period hours. Employees cannot receive both compensatory time and overtime as compensation for the same excess hours worked. The city will grant compensatory time off in lieu of overtime unless the operations of the city would be unduly disrupted by the employee's absence from work.

Accrual of compensatory time shall be limited to a maximum of forty (40) hours for all covered employees except those employees responding to an emergency or significant event. In this event,

compensatory time may be temporarily accrued up to eighty (80) hours.

Compensatory time shall be accrued at a rate of one and one-half (1-1/2) hours for each excess hour worked. All compensatory time accrual as well as compensatory time taken, must be approved by the employee's supervisor and reviewed by his Department Head. Employees will be compensated for unused accrued compensatory time remaining at the time of separation from employment.

CHAPTER V
PERFORMANCE APPRAISAL PROGRAM

Section 1. Objectives

The objectives of the City of Chesterfield Performance Appraisal Program are to optimize each employee's job performance by providing good information to an employee in regard to established performance standards. Employees must be compared to their job description and work performance and not to their co-workers. The Performance Appraisal Program also provides managers and supervisors with a more acceptable tool for employee compensation decision-making.

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To accomplish the objectives of the Performance Appraisal Program, it is important that both managers and employees view the process as a positive tool to produce more effective working relationships and work ethic. This is more likely to occur when employees understand their job responsibilities, receive feedback on their performance against specific job standards and are given the opportunity to develop useful action plans to improve performance when deficiencies exist.

Section 3. Performance Appraisal Schedule

The City of Chesterfield Performance Appraisal Schedule shall be as follows:

- A. All new employees shall be evaluated after six (6) months of service from their date of hire. They shall be evaluated again after twelve (12) months of service from their date of hire.
- B. After the six (6) month and twelve (12) month evaluations, all employees shall be evaluated annually prior to January 1. If a new employee received their twelve (12) month service evaluation after January 1 and prior to April 1 of any given year, they shall be added to the next annual evaluation cycle with all other employees on November 1. If a new employee has received his twelve (12) month service evaluation on or after April 1 and prior to January 1, they shall not be required to be evaluated during the next regular annual evaluation cycle. They shall, however, be eligible for a pro-rata merit increase effective the first full pay period after January 1st, based upon

the percentage amount included in the fiscal year budget for merit increases. From that date forward, the employee shall be included in the regular January 1st evaluation cycle.

- C. Following the successful completion of the twelve (12) month probationary evaluation and the annual evaluation thereafter, an employee shall be eligible for a merit based increase in compensation as determined in conjunction with the compensation plan in effect at the time of the evaluation. The total dollars budgeted for salary increases shall be determined each year by the City Council during the annual budget process.

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All evaluations completed by subordinate supervisors must be approved by each level of supervision in the department including the Department Head. The City Administrator shall evaluate all Department Heads and Executive staff.

The Department Head will forward their recommendations for merit awards to the Finance Director, who shall review them and forward them to the City Administrator for final approval.

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CHAPTER I

INTRODUCTION

The City of Chesterfield Salary Administration Manual described herein has been established to meet the following objectives and goals:

- A. To promote economy and effectiveness in the personnel services rendered to the City of Chesterfield.
- B. To establish and maintain a uniform plan of position classification based upon relative duties, responsibilities and functions of positions in the classified service.
- C. To ensure that employees receive fair compensation for their contribution to the ongoing operation and effectiveness of the City of Chesterfield administration and that the City receives fair return for its payroll expenditures.
- D. To provide a modern system of personnel administration which will support the City of Chesterfield's role as an equal opportunity employer, and in which fair and equal opportunity shall be accorded to all qualified persons to be employed, promoted and retained on the basis of merit and fitness.
- E. To make the City of Chesterfield an attractive employer and to encourage each employee to render their best service to the City of Chesterfield.
- F. To guide managers and supervisors administering the salary administration program and to assist them in the administration of the program so that it is fair and consistent to individual employees and the City of Chesterfield.

CHAPTER II

DEFINITIONS

Words used in this manual in the present tense include the future as well as the present, the singular includes the plural; and the plural includes the singular. The following words have the significance attached to them in this section, unless otherwise apparent from the context of the section in which they appear.

CITY - City of Chesterfield, Missouri

CITY ADMINISTRATOR - The Chief Administrative officer of the City of Chesterfield.

DEPARTMENT HEADS - The recognized Department Heads of the City of Chesterfield.

FULL-TIME EMPLOYEE - An employee who is scheduled to work forty (40) hours per week on a regular basis.

MAY - Is permissive or optional.

SHALL - Is mandatory

SUPERVISOR OR MANAGER - A person having the responsibility of assigning work, guiding and disciplining employees

FRATERNAL ORDER OF POLICE (FOP) – Reference to those employees within the Police Department represented by the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association.

CHAPTER III

COMPENSATION CLASSIFICATION AND ASSIGNMENT POLICIES

Section 1. Compensation Classification - Description and Purpose

The Compensation Classification plan is comprised of a list of compensation classifications for positions supported by written specifications (i.e., job descriptions) setting forth the duties and responsibilities within each class of positions. The purpose of the classification plan shall be to:

- A. Provide similar pay for similar work.
- B. Establish qualification standards for recruiting purposes.
- C. Provide a means of analyzing work distribution, areas of responsibility, lines of authority, and other relationships between positions.
- D. Assist in determining budget requirements.
- E. Provide a basis for developing standard work performance.
- F. Establish lines of promotion and career growth.
- G. Indicate training needs.
- H. Provide uniform titles for positions.

All full-time employees of the City of Chesterfield shall be included in a position classification plan with the exception of the City Administrator, who shall remain a non-classified employee. Commissioned law enforcement employees will be addressed in a separate volume.

Section 2. Compensation Classes

Compensation classifications shall consist of one or more positions that are similar in the basic character of their duties and responsibilities so that the same pay level, title and qualification requirements can be applied and the positions can be treated fairly and equitably under like conditions.

Section 3. Job Descriptions

Job descriptions are concise, written documents summarizing accountability, nature and scope, duties, qualifications, contacts, complexity and working conditions associated with a position. Job descriptions are important sources of information for developing

performance standards, evaluating jobs in the marketplace, and training employees.

Current job descriptions will be maintained for all positions in the position classification plan. The format and definition of terms used in the job descriptions will be as follows:

- A. Identification - This section will list the position title, the department which the associated position is assigned and the immediate supervisor.
- B. Position Summary - This section shall broadly explain the kind and level of work which characterizes the position and thereby distinguishes it from other classes. It may include references to such factors as level of responsibility, independence of action, areas of expertise, and supervision exercised.
- C. Principal Duties and Responsibilities - This section shall list a variety of duties and responsibilities which will customarily be performed by the associated position. This section may not be construed as setting forth all the specific responsibilities and duties, nor shall it limit or modify the right of any appointing authority to assign, direct, and control the work of employees. All job descriptions shall include the phrase "performs all other related work as required," to provide flexibility in assigning employees as necessary.
- D. Skills, Knowledge and Abilities - This part of the job description shall set forth the special skills, knowledge and abilities which are required of new employees at the time of their appointment.
- E. Minimum Education, Certification, and Experience Requirements - This section shall present a general statement of the minimum experience, education and other additional training/certifications which would ordinarily provide adequate preparation for a position and for successful performance of the work characteristics of the position.

Section 4. Maintenance of Job Descriptions

It will be the responsibility of each Department Head to review the job description of each position in their department regularly. Appropriate revisions and recommendations shall be submitted to the City Administrator for review and approval. The City Administrator may require revisions prior to approval. The Human Resources Manager shall maintain copies of each currently approved job description.

Section 5. New Job Descriptions

If a new job position is created, the Department Head is responsible for developing a description. The new job description shall be submitted for review and approval by the City Administrator. Under no circumstances shall a salary action be taken until such process is completed.

Section 6. Position Evaluation

Position evaluation is the process of determining the value of a position and assigning it to the appropriate compensation classification level. It shall be the responsibility of the City Administrator to assign each job title to its appropriate group by function and then by positions which are substantially similar with respect to difficulty, responsibility, and character of work. Such similar positions shall require generally the same amount of training and experience for proper performance to merit approximately equal pay.

Section 7. Position Evaluation Reviews

It shall be the responsibility of the Department Head to re-evaluate job positions for which revised position descriptions have been submitted; evaluate new positions for which position descriptions have been submitted; and submit all position evaluations and re-evaluations to the City Administrator for approval.

CHAPTER IV

THE PAY PLAN AND SALARY ADMINISTRATION POLICIES

Section 1. Pay Plan Structure

The City of Chesterfield pay plan structure consists of forty-six (46) individual compensation positions. Each compensation classification position consists of an alpha-numeric identifier (e.g. D4), a compensation minimum, midpoint and maximum, and is characterized by a defined “spread”, which is the percentage difference between the maximum and minimum compensation levels. The compensation classifications are designed to include values for each civilian job position within the City of Chesterfield. The compensation classifications are designed to uniformly increase at four (4%) percent between each successive position. The pay plan structure is generally designed with 30% spread between the minimum and maximum compensation for each classification. However, there are a number of specific positions that have been identified as “critical” positions, and those positions have been designed with 40% spread of compensation values.

- A. A sufficient number of pay levels were included to capture the full range of job values represented in the city administration and the full range of job values anticipated in the future.
- B. Each pay level was made wide enough (30% - 40%) to allow employees to earn merit increases while performing their responsibilities.
- C. The distance between pay levels (4%) was made large enough to reflect actual differences in relative values of jobs in each pay level.
- D. Each position was assigned to the pay level which best represented its combined internal value to the City and external value in the marketplace.

Section 2. Annual Adjustment of Compensation Classification Ranges for Non-FOP employees

An annual uniform adjustment will be made to the compensation classification ranges based upon the All Urban Consumers (CPI-U) <https://data.bls.gov/cgi-bin/surveymost?cu>, Midwest region, All items CUUR0200SA0, not seasonally adjusted, one-year recorded percent index

change over the previous year, as reported for June in the prior calendar year. To ensure that the minimum and maximum value of the pay levels reflect the current market value of city jobs and the movement of salaries in comparable labor markets, the compensation plan ranges shall be adjusted annually, in January, immediately after distribution of the annual merit increases, if applicable. ~~This adjustment to the salary ranges will be applied the following January after merit increases (if awarded) have been applied.~~ Individual salary increases will not occur as a result of this range adjustment process, unless the salary of an employee is beneath the minimum salary for his/her position after any merit increase has been awarded. In any year where the CPI is zero or less, there will be no adjustment to salary ranges the following year. However, in any given year, the annual compensation plan adjustment is limited to a value that shall not exceed 75% of the merit pool approved by City Council. This limitation is essential to preserve separation between existing employees and new hires.

Section 3. Determination of Annual Budget for Performance Based (Merit) Increases

The Finance and Administration Committee of Council will annually make a recommendation to the full City Council with regard to what amount to budget for performance based compensation adjustments in the upcoming budget. Staff will provide information to the Finance and Administration Committee including but not limited to; CPI, Cost of Labor indexes, and City Revenues such that the Committee can provide the recommendation for the value of the merit pool budget.

Should the City Council elect to fund an annual merit increase, the amount allocated to the annual budget will be based on the following, and any other factors the Council chooses to consider.

- A) A percentage stipulated and approved by City Council based upon CPI, economic factors, and revenues available to the City.
- B) Actual salaries of all current and eligible employees who were on the payroll as of September 1 of current year. This will exclude the salaries of employees who are at the maximum of the range for their job position, but may include a dollar sum adjustment to account for employees who may be near the maximum salary for their respective

range and otherwise eligible for less than the approved percentage that has been allocated to the annual budget.

- C) It is anticipated that any merit increase dollars not used for employees who may have left the payroll prior to September 1 of the following year will be sufficient to allow and award partial year increases for those employees who may join the payroll after September 1 of the current year.
- D) There will be no allocation made for vacant positions as of September 1st of the current year or positions that are forecast to be vacant or eliminated.

A dollar figure will be calculated based upon the above criteria, and this amount will be forwarded to the City Council as a recommended value to be included in the proposed budget.

Section 4. Compensation Below Assigned Pay Level

In no event shall a probationary employee's compensation be increased as a result of the annual CPI-U compensation plan adjustment. A probationary employee may temporarily be compensated below grade, until they have successfully completed their probationary period and received their first annual merit increase, at which time their compensation shall be adjusted to ensure they are within the appropriate pay grade.

If an employee's salary is too low to coincide with the position classification plan, the compensation will be increased to the minimum value of the newly assigned pay level.

Section 5. Compensation Above Assigned Pay Level

As a result of a compensation classification adjustment and/or the re-evaluation and reassignment of certain positions in the position classification plan, individual salaries may be above the maximum value of the appropriate pay level.

If an employee's salary is too high, they shall not receive merit increases until such time as they are "recaptured" by the appropriate pay level. Once the employee's salary falls within the appropriate salary level, they will once again be eligible for merit increases.

Section 6. Compensation Levels For New Hires

The salary level for a new employee will depend upon the employee's qualifications. As a rule, new employees will be hired at the minimum amount of their pay level. Any hires above the minimum pay level up to the established maximum salaries described in the previous paragraph, may not occur without a written recommendation by the Department Head to the City Administrator stating why the candidate exceeds the minimum qualifications for the position. New employees may be hired at a compensation level not more than ten percent (10%) above the minimum pay for their job classification with the expressed approval of the Department Head. When job or market conditions necessitate, new employees may be hired at a compensation level up to the job classification midpoint only with the written permission of the City Administrator.

If at any time, acute competition, demonstrated exceptional qualifications of a candidate and/or labor shortages in the labor market create an unusually difficult situation for hiring personnel, the City Administrator may request that the Finance and Administration Committee so declare such situation and provide exemptions from the hiring salary limitation.

Section 7. Compensation Actions

The following types of compensation action may occur and affect the placement of any employee in the merit pay plan:

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October 7, 2021

Mr. Michael Geisel
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Michael:

In this year's salary planning letter we are changing our methodology to include multiple data sources to better reflect the rapidly changing and hot labor market. Our goal is to provide a richer and timelier view of how wages are changing so that the structure update factor tracks broad salary trends and the salary increase budget process is both aligned with trends and provides meaningful movement through the pay range. Let us first state our recommendations and then explore how they were derived.

Recommendations	
Structure Update:	3.2%
Salary Increase Budget:	4.4%

Structure Update

Adjusting your salary structure annually will help ensure that your salary range minimums remain competitive to the market and that your salary range maximums remain appropriate. This is an annual best practice, but is only a short term fix as jobs move in the labor market differently from the overall labor market. Some jobs might be considered "hot jobs" and see pay escalate quickly while other jobs may stagnate in the labor market. For this reason, it's important to evaluate your positions to the market every three to five years.

The structure update review includes geographic and industry data from the 2021-22 WorldatWork *Salary Budget Survey* in which survey participants project their next structure update factor. The geographic data reported is 2.1% (Central) and the industry data is 2.0% (Public Administration).

The second data source for this recommendation comes from the U.S. Bureau of Labor Statistics *Employment Cost Index - June 2021* that reports the increase in compensation costs over time. The relevant data in our recommendation stems from the reported wages and salaries data for civilian workers (i.e., all private and state and local government), which is 3.2%.

In comparing both metrics, it appears that the WorldatWork projections fail to keep pace with overall salary increases over the past year. Our recommendation then is to adjust the salary structure to align with the ECI rate so that the structure is indexed to broad wage movement in the labor market. The final structure recommendation has been adjusted for your geography and industry.

Salary Increase Budget

Matching market trends for annual salary adjustments ensures that wages remain competitive to the market. It is also important that current employees advance through the pay range, especially meritorious employees whose performance and skill development should be recognized.

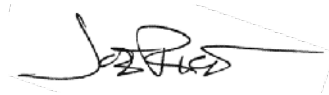




The salary increase budget recommendations also evaluate geographic and industry data from the 2021-22 WorldatWork *Salary Budget Survey*, in which survey participants project their annual salary increase budget. The geographic data reported is 3.2% (Central) and the industry data is 3.2% (Public Administration). The national, all industry salary increase budget data is an additional 1.2% (i.e., 120 basis points) higher than the national, all industry structure update data from the same survey. In order to ensure that we are providing the timeliest information, our salary increase recommendation was determined by adding this differential to the structure update recommendation. This differential ensures that employees receiving an increase progress through the market competitive range of pay, not just keep pace with it.

I trust you will find this information helpful. If you have any additional questions, feel free to call.

Sincerely,



Joe Rice
Director, Compensation Consulting
(314) 590-4070
jrice@cbiz.com

CBIZ is a business and financial advisory firm providing a vast array of services, including compensation consulting. Our professionals perform compensation valuations on a regular basis and are qualified to provide such.



2022 APPROVED JOB CLASSIFICATION MATRIX					
JOB TITLE	GRADE	MIN	MIDPOINT	MAX	Spread
Customer Service Representative	C	\$33,864	\$38,944	\$44,023	30%
Court Clerk	D	\$36,573	\$42,059	\$47,545	30%
Building Attendant	D	\$36,573	\$42,059	\$47,545	30%
Parks Facility Attendant	D	\$36,573	\$42,059	\$47,545	30%
Records Clerk	D	\$36,573	\$42,059	\$47,545	30%
Recreation Aide	D	\$36,573	\$42,059	\$47,545	30%
Investigative Support Specialist	D4	\$38,036	\$43,741	\$49,447	30%
Assistant Court Administrator	E	\$39,499	\$45,424	\$51,349	30%
Command Staff Coordinator	E	\$39,499	\$45,424	\$51,349	30%
Executive Assistant	E	\$39,499	\$45,424	\$51,349	30%
Forestry Technician	E	\$39,499	\$45,424	\$51,349	30%
Maintenance Worker (Parks\Street)	E	\$39,499	\$45,424	\$51,349	30%
Recreation Specialist	E	\$39,499	\$45,424	\$51,349	30%
Planning Technician	E4	\$41,079	\$47,241	\$53,402	30%
Accounting Clerk	F	\$42,659	\$49,058	\$55,456	30%
Business Assistance Coordinator	F	\$42,659	\$49,058	\$55,456	30%
Building Maintenance Technician	F	\$42,659	\$49,058	\$55,456	30%
Records Clerk Supervisor	F	\$42,659	\$49,058	\$55,456	30%
Asst to CA/Deputy City Clerk	F4	\$44,365	\$51,020	\$57,675	30%
Code Enforcement Inspector	F4	\$44,365	\$51,020	\$57,675	30%
Human Resource Generalist	F4	\$44,365	\$51,020	\$57,675	30%
Information Technology Technician	F4	\$44,365	\$51,020	\$57,675	30%
Senior Maintenance Worker (Parks\Street)	F4	\$44,365	\$51,020	\$57,675	30%
Fleet Maintenance Mechanic	G4	\$47,914	\$55,101	\$62,289	30%
Communication Specialist	H	\$49,757	\$57,221	\$64,684	30%
GIS Analyst - CAD Tech	H	\$49,757	\$57,221	\$64,684	30%
Senior Engineering Const. Inspect	H	\$49,757	\$57,221	\$64,684	30%
Street Maintenance Crew Leader	H	\$49,757	\$57,221	\$64,684	30%
Recreation Manager	H4	\$51,747	\$59,510	\$67,272	30%
Senior Accountant	H4	\$51,747	\$59,510	\$67,272	30%
Fleet Maintenance Team Leader	I	\$53,738	\$61,798	\$69,859	30%
Lead GIS Analyst - CAD Tech.	I	\$53,738	\$61,798	\$69,859	30%
Office Manager	I	\$53,738	\$61,798	\$69,859	30%
Assistant Building Maintenance Supervisor	I4	\$55,887	\$64,270	\$72,653	30%
City Arborist/Urban Forester	I4	\$55,887	\$67,065	\$78,242	40%
Maintenance Supervisor (Parks\Street)	I4	\$55,887	\$64,270	\$72,653	30%
Project Planner	I4	\$55,887	\$64,270	\$72,653	30%
Fleet Maintenance Supervisor	J4	\$60,358	\$69,412	\$78,466	30%
Court Administrator	K	\$62,680	\$72,082	\$81,484	30%
Building Maintenance Supervisor	L	\$67,694	\$81,233	\$94,772	40%
GIS Administrator	L	\$67,694	\$77,848	\$88,002	30%
Technical Operations Administrator	L	\$67,694	\$77,848	\$88,002	30%
Asst. City Administrator	L	\$67,694	\$81,233	\$94,772	40%
Civil Engineer	L4	\$70,402	\$80,962	\$91,522	30%
Project Manager	L4	\$70,402	\$80,962	\$91,522	30%
Senior Planner	L4	\$70,402	\$80,962	\$91,522	30%
Application\Web Developer	M	\$73,110	\$84,076	\$95,043	30%
City Clerk	M	\$73,110	\$87,732	\$102,354	40%
Superintendent - Arts & Entertainment	M4	\$76,034	\$91,241	\$106,448	40%
Assistant Finance Director	M4	\$76,034	\$91,241	\$106,448	40%
Assistant Director - Parks, Recreation & Arts	M4	\$76,034	\$91,241	\$106,448	40%
Assistant City Planner	M4	\$76,034	\$91,241	\$106,448	40%
Superintendent - Recreation Operations	M4	\$76,034	\$91,241	\$106,448	40%
Superintendent of Sports & Wellness	M4	\$76,034	\$91,241	\$106,448	40%
Superintendent - Street & Fleet Operations	M4	\$76,034	\$91,241	\$106,448	40%
Human Resource Manager	M4	\$76,034	\$91,241	\$106,448	40%
Senior Civil Engineer	N	\$78,958	\$90,802	\$102,646	30%
Assistant City Engineer	O	\$85,275	\$102,330	\$119,385	40%
IT Director	P4	\$95,781	\$114,937	\$134,093	40%
Finance Director	P4	\$95,781	\$114,937	\$134,093	40%
Director of Parks, Recreation & Arts	P4	\$95,781	\$114,937	\$134,093	40%
Director of Planning	P4	\$95,781	\$114,937	\$134,093	40%
Director of Public Works - City Engineer	P4	\$95,781	\$114,937	\$134,093	40%
City Administrator	V4	\$151,992	\$174,791	\$197,590	30%
Lieutenant		\$85,937	\$96,679	\$107,421	
Captain		\$95,343	\$109,644	\$123,946	
Chief		\$107,645	\$127,021	\$146,397	

2021 WAGE CLASSIFICATION RANGES					
Pay Grade	Minimum	Median	Maximum	Spread	Increment
A	\$29,033	\$33,388	\$37,743	30%	4%
A4	\$30,194	\$34,723	\$39,252	30%	4%
B	\$31,355	\$36,059	\$40,762	30%	4%
B4	\$32,610	\$37,501	\$42,393	30%	4%
C	\$33,864	\$38,944	\$44,023	30%	4%
C4	\$35,218	\$40,501	\$45,784	30%	4%
D	\$36,573	\$42,059	\$47,545	30%	4%
D4	\$38,036	\$43,741	\$49,447	30%	4%
E	\$39,499	\$45,424	\$51,349	30%	4%
E4	\$41,079	\$47,241	\$53,402	30%	4%
F	\$42,659	\$49,058	\$55,456	30%	4%
F4	\$44,365	\$51,020	\$57,675	30%	4%
G	\$46,071	\$52,982	\$59,893	30%	4%
G4	\$47,914	\$55,101	\$62,289	30%	4%
H	\$49,757	\$57,221	\$64,684	30%	4%
H4	\$51,747	\$59,510	\$67,272	30%	4%
I	\$53,738	\$61,798	\$69,859	30%	4%
I4	\$55,887	\$64,270	\$72,653	30%	4%
J	\$58,037	\$66,742	\$75,448	30%	4%
J4	\$60,358	\$69,412	\$78,466	30%	4%
K	\$62,680	\$72,082	\$81,484	30%	4%
K4	\$65,187	\$74,965	\$84,743	30%	4%
L	\$67,694	\$77,848	\$88,002	30%	4%
L4	\$70,402	\$80,962	\$91,522	30%	4%
M	\$73,110	\$84,076	\$95,043	30%	4%
M4	\$76,034	\$87,439	\$98,844	30%	4%
N	\$78,958	\$90,802	\$102,646	30%	4%
N4	\$82,117	\$94,434	\$106,752	30%	4%
O	\$85,275	\$98,066	\$110,858	30%	4%
O4	\$88,686	\$101,989	\$115,292	30%	4%
P	\$92,097	\$105,912	\$119,726	30%	4%
P4	\$95,781	\$110,148	\$124,515	30%	4%
Q	\$99,465	\$114,385	\$129,304	30%	4%
Q4	\$103,443	\$118,960	\$134,477	30%	4%
R	\$107,422	\$123,535	\$139,649	30%	4%
R4	\$111,719	\$128,477	\$145,235	30%	4%
S	\$116,016	\$133,418	\$150,821	30%	4%
S4	\$120,656	\$138,755	\$156,853	30%	4%
T	\$125,297	\$144,092	\$162,886	30%	4%
T4	\$130,309	\$149,855	\$169,402	30%	4%
U	\$135,321	\$155,619	\$175,917	30%	4%
U4	\$140,734	\$161,844	\$182,954	30%	4%
V	\$146,147	\$168,069	\$189,990	30%	4%
V4	\$151,992	\$174,791	\$197,590	30%	4%
W	\$157,838	\$181,514	\$205,190	30%	4%
W4	\$164,152	\$188,775	\$213,397	30%	4%

Hypothetical Example

WAGE CLASSIFICATION RANGES (adj 3.2% hypothetical only)					
Pay Grade	Minimum	Median	Maximum	Spread	Increment
A	\$29,962	\$34,456	\$38,950	30%	4%
A4	\$31,160	\$35,834	\$40,508	30%	4%
B	\$32,359	\$37,213	\$42,067	30%	4%
B4	\$33,653	\$38,701	\$43,749	30%	4%
C	\$34,948	\$40,190	\$45,432	30%	4%
C4	\$36,345	\$41,797	\$47,249	30%	4%
D	\$37,743	\$43,405	\$49,066	30%	4%
D4	\$39,253	\$45,141	\$51,029	30%	4%
E	\$40,763	\$46,877	\$52,992	30%	4%
E4	\$42,393	\$48,752	\$55,111	30%	4%
F	\$44,024	\$50,627	\$57,231	30%	4%
F4	\$45,785	\$52,653	\$59,520	30%	4%
G	\$47,546	\$54,678	\$61,809	30%	4%
G4	\$49,448	\$56,865	\$64,282	30%	4%
H	\$51,349	\$59,052	\$66,754	30%	4%
H4	\$53,403	\$61,414	\$69,424	30%	4%
I	\$55,457	\$63,776	\$72,095	30%	4%
I4	\$57,676	\$66,327	\$74,978	30%	4%
J	\$59,894	\$68,878	\$77,862	30%	4%
J4	\$62,290	\$71,633	\$80,977	30%	4%
K	\$64,685	\$74,388	\$84,091	30%	4%
K4	\$67,273	\$77,364	\$87,455	30%	4%
L	\$69,860	\$80,339	\$90,818	30%	4%
L4	\$72,655	\$83,553	\$94,451	30%	4%
M	\$75,449	\$86,767	\$98,084	30%	4%
M4	\$78,467	\$90,237	\$102,007	30%	4%
N	\$81,485	\$93,708	\$105,931	30%	4%
N4	\$84,744	\$97,456	\$110,168	30%	4%
O	\$88,004	\$101,204	\$114,405	30%	4%
O4	\$91,524	\$105,253	\$118,981	30%	4%
P	\$95,044	\$109,301	\$123,557	30%	4%
P4	\$98,846	\$113,673	\$128,500	30%	4%
Q	\$102,648	\$118,045	\$133,442	30%	4%
Q4	\$106,754	\$122,767	\$138,780	30%	4%
R	\$110,860	\$127,489	\$144,117	30%	4%
R4	\$115,294	\$132,588	\$149,882	30%	4%
S	\$119,728	\$137,688	\$155,647	30%	4%
S4	\$124,517	\$143,195	\$161,873	30%	4%
T	\$129,307	\$148,703	\$168,099	30%	4%
T4	\$134,479	\$154,651	\$174,823	30%	4%
U	\$139,651	\$160,599	\$181,546	30%	4%
U4	\$145,237	\$167,023	\$188,808	30%	4%
V	\$150,823	\$173,447	\$196,070	30%	4%
V4	\$156,856	\$180,385	\$203,913	30%	4%
W	\$162,889	\$187,322	\$211,756	30%	4%
W4	\$169,405	\$194,815	\$220,226	30%	4%

Memorandum

Department of Planning

To: Finance and Administration Committee

From: Justin Wyse, Director of Planning *JW*

Date: October 18, 2021

RE: Census - Redistricting



Summary

Staff received input on the proposed modifications to the City's ward boundaries at the September 28th, 2021 meeting of the Finance and Administration Committee. Staff was given direction on modifications to the ward boundaries based on the 2020 Census population data.

Existing Population by Ward

Ward	Population	% from equal
1	12,317	-1.46%
2	13,417	7.34%
3	12,362	-1.10%
4	11,903	-4.77%
Total	49,999	

The attached modifications to the ward boundaries result in the following population by ward.

Proposed Population by Ward

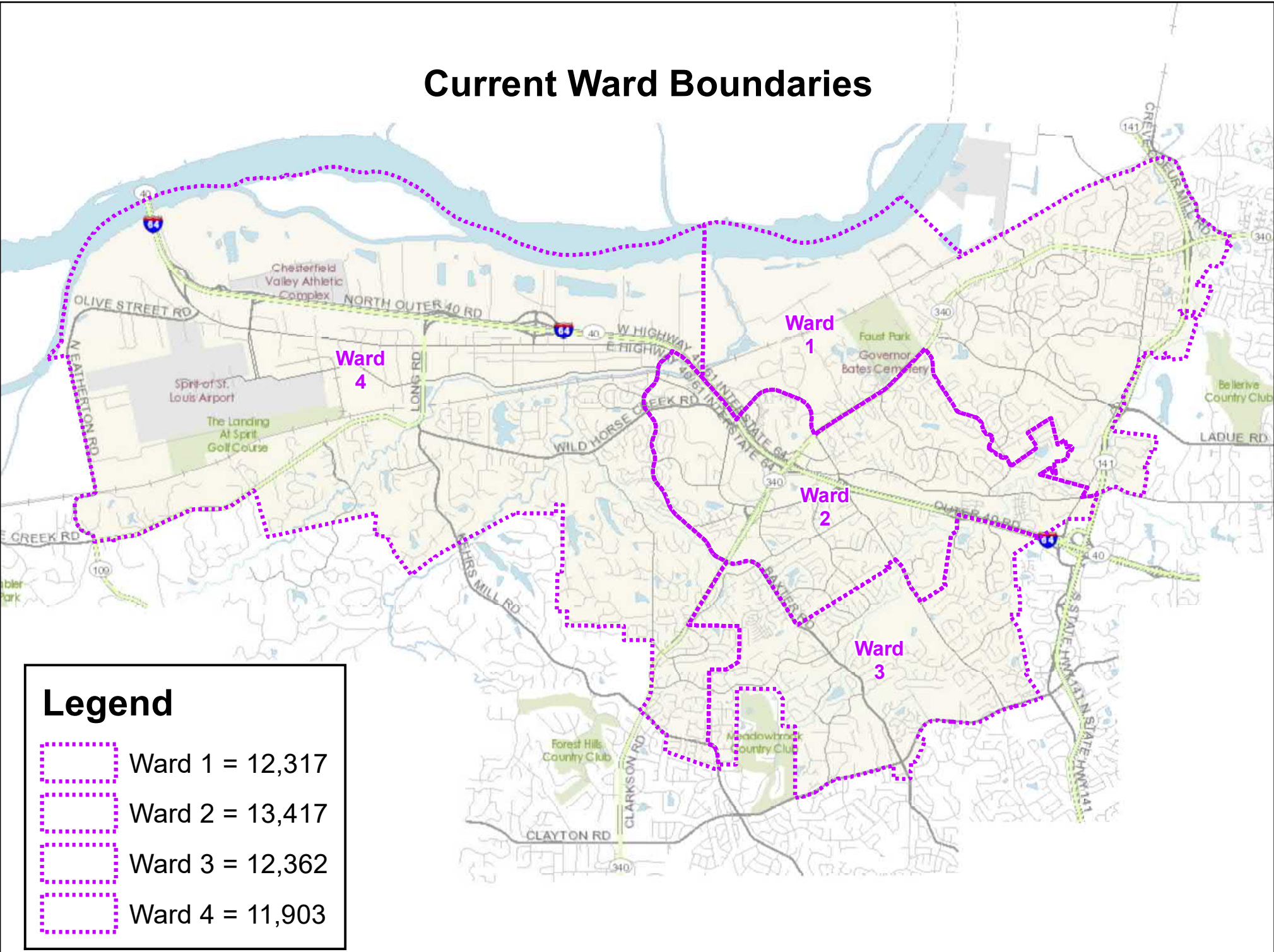
Ward	Population	% from equal
1	12,643	1.15%
2	12,376	-0.99%
3	12,362	-1.10%
4	12,618	0.95%

As discussed at the September 28th meeting, there are 622 census blocks within Chesterfield, each with geographic boundaries and population data. As with the initial proposed ward boundaries, there are difficulties in correlating Census blocks with subdivision boundaries. The City's GIS staff was able to import this information into our mapping capabilities and allow us to interactively develop these recommendations and include the modifications requested by the Committee.

The City is required to revise the ward boundaries to create wards that are substantially equal. The attached map has been created with the assistance of the Department of Information Technology and the Department of Planning to balance existing population to be in compliance with local and state law.

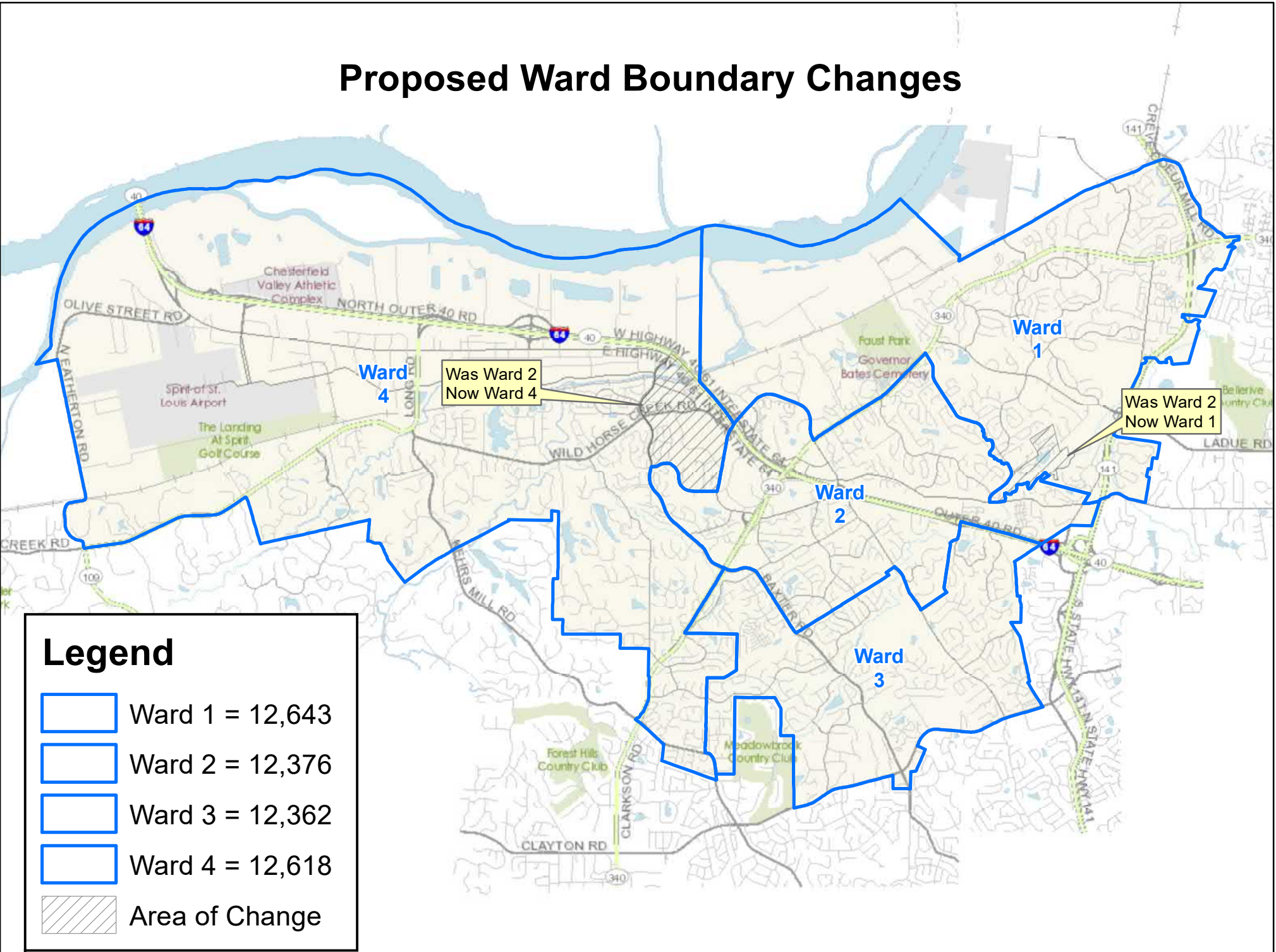
Attachments: Current Ward Boundaries with 2020 Census Data
Proposed Ward Redistricting Changes

Current Ward Boundaries



Esri., Inc., City of Chesterfield, Missouri

Proposed Ward Boundary Changes



Esri., Inc., City of Chesterfield, Missouri

BILL NO. 3368

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 1802 IN ITS ENTIRETY AND ADOPTING A NEW ORDINANCE ESTABLISHING THE WARDS AND WARD BOUNDARIES OF THE CITY OF CHESTERFIELD.

WHEREAS, the City of Chesterfield has received notification regarding the population growth of the City of Chesterfield resulting from the 2020 U.S. Census; and

WHEREAS, the information received and reviewed from the U.S. Census indicates that there are discrepancies between the number of people in each of the Wards such that the numbers are not substantially equal; and,

WHEREAS, the City Council, having considered said request voted to approve the modifications to the ward boundaries to result in substantially equal population across the wards.

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

Section 1. Ordinance Number 1802 is hereby repealed in its entirety and replaced by this Ordinance.

Section 2. There will be four (4) wards established within the City of Chesterfield as depicted on the Ward map, which is attached hereto as Exhibit 1.

Section 3. The ward boundary lines within the City of Chesterfield are described and designated as the following election districts for the election of council members pursuant to the ordinances of the City of Chesterfield.

- A.** Ward 1 – see attached legal.
- B.** Ward 2 – see attached legal.
- C.** Ward 3 – see attached legal.
- D.** Ward 4 – see attached legal.

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

City of Chesterfield – Ward 1

Revised: June 6, 1988

Revised: July 15, 1988

Revised: December 1, 1988

Revised: October 7, 1991

Revised: November 5, 2001

Revised: November 15, 2021

City of Chesterfield – Ward 2

Revised: June 6, 1988

Revised: July 15, 1988

Revised: November 5, 2001

Revised: November 15, 2021

City of Chesterfield – Ward 3

Revised: June 6, 1988

Revised: July 15, 1988

Revised: December 1, 1988

Revised: November 5, 2001

Revised: November 15, 2021

City of Chesterfield – Ward 4

Revised: June 6, 1988

Revised: July 15, 1988

Revised: December 1, 1988

Revised: October 7, 1991

Revised: November 5, 2001

Revised: November 15, 2021

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Budoor.

There are no Parks, Recreation and Arts Committee action items scheduled on the agenda for this meeting.

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Wahl

Bill No. 3362 – An ordinance to repeal and replace City of Chesterfield Ordinance 2952 to update the requirements for deer control policy and deer hunting regulations **(Second Reading) Public Health and Safety Committee recommends approval**

Bill No. 3363 – An ordinance to repeal and replace City of Chesterfield Ordinance 88 to update the prohibition of fireworks within the corporate limits of the City of Chesterfield pursuant to Section 320.21 Revised Missouri Statutes **(Second Reading) Public Health and Safety Committee recommends approval. The City Attorney has recommended a Blue Sheet Amendment. The Blue Sheet, as well as a redline version of the Blue Sheet, are included in the packet.**

NEXT MEETING

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

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

BILL NO. 3362

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE CITY OF CHESTERFIELD ORDINANCE 2952 TO UPDATE THE REQUIREMENTS FOR DEER CONTROL POLICY AND DEER HUNTING REGULATIONS.

WHEREAS, the City Council of the City of Chesterfield, Missouri, has received numerous reports of property damage due to the increase in the deer population within the corporate boundaries of Chesterfield and adjoining municipalities, and

WHEREAS, the City Council of the City of Chesterfield, Missouri, finds that an increasing deer population within the corporate boundaries of Chesterfield and adjoining municipalities constitutes a threat to personal property within the City and that the continued growth of the deer population within the corporate boundaries of Chesterfield and adjoining municipalities also creates potential hazard to the physical safety of children, homeowners, residents, pedestrians and motorists, and

WHEREAS, it is the intent of the City Council of the City of Chesterfield, Missouri in enacting the Deer Control Policy and Hunting Regulations to exercise reasonable police power over the growth of the deer population in order to safeguard the general welfare and safety of the community.

WHEREAS, in order to preserve the physical safety of children, homeowners, residents, pedestrians and motorists within the City of Chesterfield, and in order to prevent additional property damage by deer to residences within the City of Chesterfield, the City Council hereby enacts the following Deer Control Policy and Hunting Regulations.

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

Section 1. Notwithstanding any other Ordinance relating to the discharge of firearms of the City of Chesterfield, the Municipal Code of the City of Chesterfield, Missouri, is hereby amended by adding a new CHAPTER: *DEER CONTROL POLICY AND HUNTING REGULATIONS*. Article V Deer Control Policy and Hunting Regulations

As used in this Article the following terms shall have these prescribed meanings:

ARCHERY DEVICE: Any longbow, crossbow or compound bow.

FIREARM: The term “firearm” as is used in this Ordinance means any rifle, shotgun, weapon or similar mechanism by whatever name known, which is designed to expel a projectile or projectiles through a gun barrel, tube, pipe, cylinder or similar device by the action of any explosive. The term “firearm” shall not apply to devices used exclusively for commercial, industrial or vocational purposes.

PROJECTILE WEAPON The term “projectile weapon” means any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

UNDER THE INFLUENCE: Under the influence shall be defined by the state regulation applied to motor vehicle operation.

SECTION 205.420 Hunting Regulations Within the City Limits

A. Regulation of hunting within the corporate limits of the City of Chesterfield during deer hunting season set by the Missouri Department of Conservation or such other specific time authorized by the City of Chesterfield.

1. Discharging or releasing arrows or bolts from Archery Devices, or crossbows, within the City limits is restricted to hunting activities permitted under this Ordinance.
2. Prior to any hunting activity under this article, the property owner shall notify the Chesterfield Police Department of his or her intent to hunt on their property. The notification shall include the names of all property owners, the address of the proposed hunt property, the dates of the proposed hunt, and the names of all proposed hunters. In addition to the foregoing, the property owner shall complete a *Notification of Intent to Hunt* form and return said form to the Police Department prior to engaging in or authorizing any hunting activity on their property.
3. Prior to any hunting activity, the property owner shall provide to the Police Department, a certificate of insurance or indemnity bond providing evidence of a policy of liability insurance and/or indemnity bond in an amount not less than \$1,000,000 per occurrence insuring or bonding the property owner and/or the designated hunter. The indemnity may be provided by the property owner, or the hunter, or the property owner and the hunter may provide shared indemnity to reach the minimum limits mandated by this sub-paragraph. Said

liability insurance and/or indemnity bond shall provide insurance coverage and/or indemnity for all claims for damages resulting from any act of negligence of the designated hunter or by any agent, assign, employee, independent contractors, or licensee of the designated hunter.

4. All current laws of the State of Missouri as regards to the regulations of hunting shall be obeyed within the corporate limits of Chesterfield.
5. All activities related to a hunt or harvesting of wildlife shall be in conformance with the Missouri Department of Conservation rules and regulations.
6. Permission to Hunt
 - a. It shall be unlawful for any person carrying an archery device of any type, to knowingly enter into the premises of another, or to discharge any of the afore-stated devices while on the premises or property of another without first having obtained permission in writing from the owner, lessee, or person in charge of such premises or property. The duly obtained written permission shall be carried on the person of the hunter requesting and receiving such permission. This Section shall not apply to a person carrying or discharging such a device while in the immediate presence of the owner, lessee, or person in-charge of said premises or property.
 - b. In addition to the requirements set forth herein, it shall be at the discretion of the owner, lessee, or person in-charge of any premises or property to set the parameters under which any person may hunt upon any such premises or property under the control of the owner, lessee, or person in-charge.
 - c. No person without lawful authority, or without the expressed or implied consent of the owner, lessee or their agent, shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of ground in the City of Chesterfield; or being upon the property of another, shall fail or refuse to leave such property when requested to do so by owner, lessee, or person in-charge of said property.

- d. Prior to any hunting activity on a property, the contiguous neighbors must be notified in writing. The hunter must be able to show the appropriate documentation of receipt of the notification of the approximate date and time period of the hunt. In the event hunting is authorized by subdivision trustees within subdivision common ground, the trustees shall be responsible for notifying the appropriate property owners and retaining evidence thereof. For purposes of this sub-section, contiguous shall mean any adjoining or abutting property within a 200-yard radius from the planned hunting location, and any properties immediately abutting the hunters travel route from their vehicle to the planned hunting location.
7. In addition to the rules and regulations of the Missouri Department of Conservation, any individual who successfully harvests a deer during a hunt must report the hunter's name, sex of the deer, and the location of the harvest within two (2) business days by calling Chesterfield Police Department during normal business hours or by delivering written notification to the Police Department.
8. Prior to entering a property to hunt, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number. Possessing unmarked archery projectiles during a hunt shall be deemed a violation.
9. Nothing in this Deer Control Policy shall authorize the parking or standing of vehicles on private property without the consent of the property owner or to park a vehicle in any manner otherwise prohibited by the City Code.

SECTION 205.430 Specific actions prohibited/Required

- A. It shall be unlawful for any person to discharge any archery device across any street, sidewalk, road, highway or playground.
- B. It shall be unlawful for any person to discharge an archery projectile, at or in the direction of any person, vehicle, dwelling, house, church, school, playground or building.

- C. It shall be unlawful any person to discharge an archery device within one hundred fifty (150) yards of any church, school, or playground.
- D. It shall be unlawful for any person to discharge an archery device within thirty (30) yards of any dwelling, building, structure, or vehicle, unless the hunter has previously received express authority to discharge the archery device within thirty (30) yards from the owner of the dwelling, building, structure, or vehicle.
- E. No arrow, bolt or other projectile used to hunt pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.
- F. No arrow, bolt or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within seventy-five (75) feet of any front-yard property line.
- G. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within fifty (50) feet of any street or public-right of way.
- H. All hunting shall be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet from any side or rear property line. No arrow shall be shot from a distance greater than thirty (30) yards.
- I. No hunting is authorized on tracts of land under one-half acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Sections (f) and (h) herein. All other provisions of the Deer Control Policy shall apply to combined lots.
- J. It shall be unlawful for any person under the age of eighteen (18) years old to hunt deer within the City limits of Chesterfield.

- K. No person shall possess, consume or be under the influence of alcohol or any other controlled substance while engaged in hunting activities within the City limits of Chesterfield.

Section 205.440. Deer Retrieval

- A. Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into their possession.
- B. This section does not authorize the act of trespass.
- C. It shall be the hunter's responsibility to immediately notify any property owner, other than the specific property owner who previously authorized the hunt, if they suspect that an injured or dead deer may be located on their property.
- D. It shall be the hunter's responsibility to obtain the permission of any property owner upon which an injured or dead deer is located prior to engaging in a reasonable search and retrieval of the deer.
- E. In the event that a hunter cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation.

Section 205.450. Field Dressing

- A. Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing of the animal.
- B. Any person who kills any deer while hunting shall take all precautionary measures to avoid field dressing the deer in a public or conspicuous location.
- C. Any person who field dresses or otherwise processes a deer shall properly dispose of the discarded organs and/or body parts in accordance with the Missouri Department of Conservation rules and regulations.

Section 205.460. Violations and Penalties

- a. Any person, entity, or group of individuals who shall perform an act in violation of this section, or who shall fail to follow

the rules and/or regulations contained in this section, shall be deemed to have committed a misdemeanor.

- b. The penalty for violating any provision of this section shall be the assessment of a fine up to \$1,000.00 per violation. In addition to any fine imposed herein, the Municipal Court shall have authority to issue a sentence of confinement in jail up to a period of ninety (90) days per violation. Each individual violation may be punishable separately as determined by the Municipal Judge.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed and held for naught.

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

Passed and approved this _____ day of _____, 2021.

Presiding Officer

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD _____

Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: City Council

Date: September 29, 2021

RE: Archery hunting

The Public Health and Safety Committee, at their meeting on Monday 9/27/2021, recommended revisions to the City's bow hunting ordinance. The proposed ordinance incorporating the revisions are provided attached hereto.

Over the last few years, City Council has repeatedly discussed deer population reduction, specifically addressing the permitted culling of deer by archery methods. In addition, staff has had multiple communications with the public, trustees, and the suburban hunters group. While this program has been quite successful through the years, there remain some conflicts and confusion that can be readily rectified.

It should be understood that absent the City Ordinance authorizing archery hunting under certain specific conditions, archery hunting would be prohibited for the majority of the City of Chesterfield. There are properties in excess of ten acres and properties outside of the Monarch-Chesterfield Levee where hunting is otherwise allowed and the additional restrictions created by our archery hunting ordinance are inapplicable.

The City Council has previously adopted ordinances allowing for archery deer hunting, on properties of a minimum size, with specific restrictions as to the location, process, and reporting of harvested deer. In addition, our ordinances require full compliance with Missouri Department of Conservation (MDC) rules and regulations. There are no special provisions authorizing the harvesting of deer out of season, without state permits, or by methods restricted by MDC.

While the City's ordinance permits and prescribes archery deer hunting, it should be understood that the City's involvement is passive. The City accepts and files landowner authorizations, indemnity documents, hunter identification

and insurance. The City also receives information related to harvested animals and compiles reports related thereto. Most of the documentation associated with the archery program relies on attestations by the landowner or hunter. Like most City ordinances, the City does not actively validate those attestations. While the City will investigate specific complaints or inquiries, the City does not pro-actively verify a landowner or hunter's attestations regarding notification or other ordinance requirements. This is no different than any other ordinance within the City. Once the required paperwork with the required signature attesting to compliance is provided, the landowner\applicant has presumptively met the requirements. If, and only if a complaint is received, would the City initiate an investigation. The City does not, other than accepting the attestation, verify that each contact notification has been made. Frankly, since many of our residents oppose deer hunting in general, such verification would be difficult if not impossible. Further, the notification itself, often inflames those who oppose hunting and see the notification as an opportunity to prevent hunting activities.

Over the course of the last two decades, there have been minimal complaints. The vast majority of the complaints relate to permitting the harvesting of urban deer as a permitted activity. Roughly half of the residents desire a deer eradication program, while the other half desire to protect and cultivate the herd. Only twice, am I aware of a complaint regarding an alleged violation of notice, and both appear to have originated from the same source. In short, the problem is less about notification, than about allowing deer hunting at all.

We have thoroughly reviewed the existing code requirements and have taken a pro-active approach to offer amendments based upon our experiences with archery hunts over the years.

The current notification requirements are, in my opinion, onerous and ineffective. The requirement to notify "contiguous" properties often leads to onerous requirements notifying properties that are not impacted while not informing non-contiguous properties that are likely to be impacted. As such, we have proposed changes to the notification requirements, redefining the term contiguous. Further, when hunting is authorized within subdivision common ground, the notification obligation is placed upon the subdivision trustees. After all, they are the individuals authorizing the hunting activity and have the best communication channels with their residents. See section 205.420 6d

Prior to any hunting activity on a property, the contiguous neighbors must be notified in writing. The hunter must be able to show the appropriate documentation of receipt of the notification of the approximate date and time period of the hunt. In the event hunting is

authorized by subdivision trustees within subdivision common ground, the trustees shall be responsible for notifying the appropriate property owners and retaining evidence thereof. For purposes of this sub-section, contiguous shall mean any adjoining or abutting property within a 200-yard radius from the planned hunting location, and any properties immediately abutting the hunters travel route from their vehicle to the planned hunting location.

City Council previously reduced the minimum acreage required for bow hunting, to ½ Acre minimum. This is equivalent to a square lot of less than 150 feet per side. It is also recognized that the minimum lot size can be achieved by combining adjacent lots\parcels. Although bow hunters are very efficient, archery is different than hunting with a firearm. An animal struck with a lethal bow shot, will likely travel a short distance before expiring. A perfectly executed archery shot does not typically drop the animal immediately. It is probable and predictable that a successful archery shot would result in an animal leaving the bounds of a ½ acre lot. This is compounded by other site requirements, which limit the hunter's location within the authorized parcel. See section 205.430 I. The Public Health and Safety Committee recommended that the current minimum lot size requirements be retained as they currently exist.

No hunting is authorized on tracts of land under one-half acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Sections (f) and (h) herein. All other provisions of the Deer Control Policy shall apply to combined lots.

The Liability indemnity requirements have confused some participating landowners. While the City has been flexible in interpreting who was required to provide the indemnification and how that could be shared between the property owner and the hunter, the ordinance was not. As such, we've revised the language in this section to reflect that the City cares not whether the hunter or the property owner provides the indemnity. See section 205.420 A3

Prior to any hunting activity, the property owner shall provide to the Police Department, a certificate of insurance or indemnity bond providing evidence of a policy of liability insurance and/or indemnity bond in an amount not less than \$1,000,000 per occurrence insuring or bonding the property owner and/or the designated hunter. The indemnity may be provided by the property owner, or the hunter, or the property owner and the hunter may provide shared indemnity to reach the minimum limits mandated by this sub-paragraph. Said

liability insurance and/or indemnity bond shall provide insurance coverage and/or indemnity for all claims for damages resulting from any act of negligence of the designated hunter or by any agent, assign, employee, independent contractors, or licensee of the designated hunter.

The current code limits the maximum shot distance to not more than 20 yards. It is our opinion that this is unnecessarily restrictive and while archery shots are typically limited by physical impediments, a more reasonable maximum shot limitation is 30 yards. The Public Health and Safety Committee recommended increasing the maximum shot distance to 30 yards. See section 205.430 H

All hunting shall be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet from any side or rear property line. No arrow shall be shot from a distance greater than thirty (30) yards.

Finally, the existing code has duplicate and redundant requirements of the Missouri Department of Conservation, such as safety training, hunting licenses, calendar season, and hunting hours. We have made an effort to delete redundant requirements throughout and simply require all hunting activities to be in accordance with the hunting regulations of the State of Missouri. All miscellaneous changes are reflected in the redline version of the proposed ordinance attached hereto. See section 205.420 A 4-5 and section 205.450 A-C

All current laws of the State of Missouri as regards to the regulations of hunting shall be obeyed within the corporate limits of Chesterfield.

All activities related to a hunt or harvesting of wildlife shall be in conformance with the Missouri Department of Conservation rules and regulations.

Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing of the animal.

Any person who field dresses or otherwise processes a deer shall properly dispose of the discarded organs and/or body parts in

accordance with the Missouri Department of Conservation rules and regulations.

Accordingly, the Public Health and Safety Committee recommended adoption of the proposed revisions as incorporated in the attached ordinance. If you have any questions, please contact Chief Johnson or me. We look forward to discussing the proposed amendments with the Committee and will be available to respond to any questions.

BILL NO. 3363

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE CITY OF CHESTERFIELD ORDINANCE 88 TO UPDATE THE PROHIBITION OF FIREWORKS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHESTERFIELD PURSUANT TO SECTION 320.21 REVISED MISSOURI STATUTES.

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

Section 1. As used in this Ordinance, unless clearly indicated otherwise, the following terms means:

- 1) Common Fireworks. Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration or detonation. This includes aerial devices containing no more than two grams (130 mg) of explosive composition or ground devices containing no more than 50 mg of explosive composition, all of which are classified as Class C explosives by regulation of the United States Department of Transportation.
- 2) Fireworks Season. The period beginning on the twentieth day of June and continuing through the tenth day of July of the same year and the period beginning on the twentieth day of December and continuing through the second day of January of the next year.
- 3) Person. Any corporation, association, partnership or individual or group thereof.
- 4) Sale. An exchange of articles of fireworks for money, including barter, exchange, gift or offer thereof and each such transaction made by any person, whether as a principal proprietor, salesman, agent, association, co-partnership or one or more individuals.
- 5) Special Fireworks. Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration or detonation. This term includes devices containing more than two grams (130 mg) of explosive composition intended for public display. These devices are classified as Class B explosives by regulation of the United States Department of Transportation.

Section 2. It is unlawful for any person to manufacture, sell, offer for sale, ship or cause to be shipped into the corporate limits of the City of Chesterfield, any item of fireworks. This section applies to nonresidents as well as residents of the City of Chesterfield.

Section 3. It is unlawful for any person to explode, ignite, discharge, or possess any articles of fireworks within the corporate limits of the City of Chesterfield. Fireworks in possession of, and readily accessible to the person shall be subject to confiscation.

Section 4. Violation of this Ordinance shall be a misdemeanor punishable by a fine not less than Five Dollars (\$5.00) and not more than One Thousand Dollars (\$1,000.00) or by imprisonment for a period not to exceed Ninety (90) Days or by both such fine and imprisonment.

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

Passed and approved this ____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

AMENDMENTS:

The City Attorney recommended that the following change be made to Bill Number 3363:

Section 1. Section 203.010 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted stricken:

Section 203.010 **Definitions.**

Fireworks

Any composition or device for producing a visible, audible, or both visible and audible effect by combustion, deflagration, or detonation and that meets the definition of consumer, proximate, or display fireworks as set forth by 49 CFR part 171 to end, United States Department of Transportation hazardous materials regulations, and American Pyrotechnics Association, Standard 87-1.

Person

Any corporation, association, partnership or individual or group thereof.

Sale

An exchange of articles of fireworks for money, including barter, exchange, gift or offer thereof and each such transaction made by any person, whether as a principal proprietor, salesman, agent, association, co-partnership or one (1) or more individuals.

Section 2. Section 203.020 of the City of Chesterfield Municipal Code shall be amended as follows:

Section 203.020 **Manufacture, Sale, Shipment Unlawful – Exception.**

- A.** It is unlawful for any person to manufacture, sell, offer for sale, ship or cause to be shipped into the corporate limits of the City of Chesterfield any item of fireworks. This Section applies to non-residents as well as residents of the City. It shall not be unlawful to ship or cause to be shipped into the corporate limits of the City of Chesterfield any item of fireworks to be used with the authorization of the City for a professional fireworks display.
- B.** Any person possessing or transporting ~~special~~ fireworks into the corporate limits of the City of Chesterfield for the purpose of

conducting a professional fireworks display shall be licensed by the State Fire Marshal as a distributor in accordance with Section 320.126, RSMo., as amended.

- C.** Before any permit for a professional fireworks display shall be issued by the Chief of Police, the person making the application therefor shall furnish proof of financial responsibility to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of such person, firm or corporation or any agent or employee thereof.

Section 3. Section 203.030 of the City of Chesterfield Municipal Code shall be amended as follows:

Section 203.030 **Explosion, Ignition, Discharge Unlawful – Exception.**

- A.** It is unlawful for any person to possess, explode, ignite or discharge any articles of fireworks within the corporate limits of the City without the authorization of the City.
- B.** The City shall have the power to seize, confiscate, take and hold for destruction or disposal, pursuant to a court order, any fireworks belonging to any person violating any provision of this Chapter.

AMENDMENTS:

The City Attorney recommended that the following change be made to Bill Number 3363:

Section 1. Section 203.010 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted stricken:

Section 203.010 **Definitions.**

Consumer Fireworks

~~Explosive devices designed primarily to produce visible or audible effects by combustion and includes aerial devices and ground devices, all of which are classified as fireworks, UN0336, within 49 CFR Part 172.~~

Display Fireworks

~~Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration or detonation. This term includes devices containing more than two (2) grains (130 mg) of explosive composition intended for public display. These devices are classified as fireworks, UN0333 or UN0334 or UN0335, within 49 CFR Part 172.~~

Fireworks

~~Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration or detonation. This term includes devices containing more than two (2) grains (130 mg) of explosive composition intended for public display. These devices are classified as fireworks, UN0333 or UN0334 or UN0335, within 49 CFR Part 172.~~

Any composition or device for producing a visible, audible, or both visible and audible effect by combustion, deflagration, or detonation and that meets the definition of consumer, proximate, or display fireworks as set forth by 49 CFR part 171 to end, United States Department of Transportation hazardous materials regulations, and American Pyrotechnics Association, Standard 87-1.

Person

Any corporation, association, partnership or individual or group thereof.

Sale

An exchange of articles of fireworks for money, including barter, exchange, gift or offer thereof and each such transaction made by any person, whether as a principal proprietor, salesman, agent, association, co-partnership or one (1) or more individuals.

Section 2. Section 203.020 of the City of Chesterfield Municipal Code shall be amended as follows:

Section 203.020 **Manufacture, Sale, Shipment Unlawful – Exception.**

- A.** It is unlawful for any person to manufacture, sell, offer for sale, ship or cause to be shipped into the corporate limits of the City of Chesterfield any item of fireworks. This Section applies to non-residents as well as residents of the City. ~~It shall not be unlawful to ship or cause to be shipped into the corporate limits of the City of Chesterfield any item of fireworks to be used with the authorization of the City for a professional fireworks display.~~
- B.** Any person possessing or transporting ~~special~~ fireworks into the corporate limits of the City of Chesterfield for the purpose of conducting a ~~special~~ **professional** fireworks display shall be licensed by the State Fire Marshal as a distributor in accordance with Section 320.126, RSMo., as amended.
- C.** Before any permit for a ~~special~~ **professional** fireworks display shall be issued by the ~~City Administrator~~ **Chief of Police**, the ~~person, fair association, amusement park, organization, firm or corporation~~ making the application therefor shall furnish proof of financial responsibility to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of such person, firm or corporation or any agent or employee thereof.

Section 3. Section 203.030 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 203.030 **Explosion, Ignition, Discharge Unlawful – Exception.**

- A.** It is unlawful for any person to **possess**, explode, ignite or discharge any articles of fireworks within the corporate limits of the City without the authorization of the City.

- B.** The City shall have the power to seize, confiscate, take and hold for destruction or disposal, pursuant to a court order, any fireworks belonging to any person violating any provision of this Chapter.

Blue Sheet

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

Wilson Avenue – Design Services – Recommendation to authorize the City Administrator to approve a contract with Oates Associates, Incorporated in an amount not to exceed \$310,000. The preliminary design will be presented to the public at a public meeting prior to submittal of a grant application in February **(Roll Call Vote)** **Department of Public Works recommends approval**

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: October 22, 2021

RE: Wilson Avenue – Design Services

Earlier this year the City Council approved a budget adjustment in the amount of \$320,000 for design services necessary to reconstruct the northern portion of Wilson Avenue. The problems with Wilson Avenue have been well documented, and were delineated in detail at several meetings and a public presentation earlier this year. As approved by City Council on August 30, 2021, the current project scope includes improvements to the Wilson Avenue / Wild Horse Creek Road intersection, reconstruction of the failing culvert, a softening of the S curve, the addition of shoulders, and construction of an off-street shared use path for cyclists and pedestrians. The current project scope does NOT include a vehicular connection to Baxter Crossing Lane.

On September 1, 2021 the Department of Public Works issued a Request for Proposals for design services necessary to reconstruct the northern portion of Wilson Avenue to seven qualified engineering firms. Five of those firms ultimately submitted proposals. Those proposals were reviewed by a Staff committee comprised of representatives from the Engineering Division of the Public Works Department. That Staff committee chose Oates Associates, Incorporated as the firm most qualified to perform these services. As you know, Missouri law prohibits bidding certain professional services, including engineering, and requires that these services are selected using a qualifications based process.

Engineering Staff has negotiated a scope and fee with Oates, as detailed in the attached memorandum from Assistant City Engineer Zachary Wolff. That scope and fee has been incorporated into the attached Engineering Services Contract. Once approved by City Council, we will issue a Notice to Proceed to Oates and design will begin promptly. As required by City Council, the preliminary design will be presented to the public at a public meeting prior to submittal of a grant application in February.

Should you have questions or need additional information, please contact me.

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 approve a contract with Oates Associates, Incorporated in an amount not to exceed \$310,000.

Memorandum

Department of Public Works



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

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

DATE: October 22, 2021

RE: 2021-PW-14 Wilson Avenue Improvements

As you are aware, on August 30, 2021 City Council authorized a budgetary transfer in the amount of \$320,000 for professional engineering services associated with the design of the Wilson Avenue Improvements. City Staff issued a Request for Qualifications (RFQ) to seven qualified engineering firms to provide engineering design services for the project. The City received qualification submittals from five (5) firms. The submittals were evaluated based on the criteria presented in the RFQ which included experience and competence, capacity and capability, and past record of performance. The top scoring firm by average review score was Oates Associates, Inc. and as such they were selected as the most qualified firm to provide the necessary design services.

Contract negotiations began with Oates earlier this month and after a few review and revision cycles a scope of services and corresponding fee of \$295,719.23 was determined. The Engineering Services Contract, including the scope of services and fee proposal, is attached to this memo.

I recommend requesting authorization to execute the attached Engineering Services Contract with Oates Associates, Inc. to provide design services for the Wilson Avenue Improvement project in an amount not to exceed \$310,000.00 This amount includes a small contingency to allow for any unforeseen conditions and/or additional work that may be necessary to complete the design of this project.

Additionally, as directed by City Council on August 30, 2021 a public presentation of the proposed design plan will be held in early 2022 prior to submittal of the STP-S Grant Application. 2022 SPT-S grant applications are due on February 10, 2022.

Attachments: Wilson Avenue Improvements Engineering Services Contract

ENGINEERING SERVICES CONTRACT

This Contract (the "CONTRACT") is by and between the City of Chesterfield, hereinafter referred to as "CITY" and Oates Associates, Inc., hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional services for engineering analysis, design, and development of plans and specifications.

CITY and CONSULTANT hereby mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for 2021-PW-14 Wilson Avenue Improvements hereinafter referred to as the "PROJECT". CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated, such services being hereinafter referred to as the "WORK".

ARTICLE 2 – STANDARDS AND PERMITS

Design criteria and project planning will be in accordance with the standards of the CITY, St. Louis County Department of Highways and Traffic, and the Metropolitan St. Louis Sewer District (MSD). Permits for this PROJECT will be required from the MSD, Missouri Department of Natural Resources and possibly other agencies. The CONSULTANT shall be responsible for applying for all permits that are required to construct the PROJECT, with the exception of MSD for which the CONSULTANT shall only be responsible for obtaining plan approval. The CONSULTANT shall prepare all documents required to apply for the required permits and approvals, and shall represent the CITY at all meetings in which the various agencies requests the CITY'S attendance.

The CONSULTANT shall provide any additional information requested by the agencies, and shall revise the permit applications and/or plans, as required by the agencies, in order for the agencies to properly evaluate the permit applications.

ARTICLE 3 - FEES AND PAYMENT

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed: Two Hundred Ninety-Five Thousand, Seven hundred Nineteen Dollars, and Twenty-Three Cents (\$295,719.23).
2. Progress payments for services rendered shall be made monthly upon

submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than (30) thirty days after receipt of acceptable invoices with appropriate documentation.

ARTICLE 4 - SUBCONTRACTING

Except as listed on Exhibit A attached hereto, no part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of CONSULTANT'S primary responsibility for the quality and performance of the work. CONSULTANT shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this CONTRACT, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

ARTICLE 5 - RESPONSIBILITY OF CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.

All plans, specifications and other documents shall be endorsed by the CONSULTANT and shall reflect the name and seal of the Professional Engineer endorsing the work.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications furnished by him, and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY'S review, approval, acceptance of, nor payment for, any of the services required under this CONTRACT shall be construed to operate as a wavier of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this CONTRACT.

ARTICLE 6 - TIME OF COMPLETION

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall

within ten days proceed with the schedule as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

ARTICLE 7 - INFORMATION BY THE CITY

The CITY will provide upon request available information of record to the CONSULTANT.

The CITY will provide representatives to attend meetings with interested property owners and public utilities, upon request of the CONSULTANT.

ARTICLE 8 - INSURANCE REQUIREMENTS

The CONSULTANT and its Subconsultants shall procure and maintain during the life of this CONTRACT insurance of the types and minimum amounts as follows:

1. General Liability: Commercial General Liability (Occurrence)

Each occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
General Aggregate (Project)	\$2,000,000

2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
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3. Excess/Umbrella Liability \$5,000,000

4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$500,000 for E.L. each accident, E.L. Disease – ea employee, and E.L. Disease – policy limit.

5. Professional Liability

\$2,500,000 each claim
\$5,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the Said insurance shall be written by a company or companies licensed to do business in the State of Missouri. CONSULTANT shall name the CITY, its officers, officials, employees, and agents as additional insureds for general liability, automobile liability, and umbrella liability insurance policies required by the CONTRACT. Coverage under

such policies shall be primary and non-contributory coverage with the Additional Insureds coverage being excess. Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

ARTICLE 9 - INDEMNIFICATION

The CONSULTANT and his SUBCONSULTANTS shall indemnify and save harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

ARTICLE 10 - TERMINATION

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the CONSULTANT, pertaining to the design of the project, shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT

The City Representative will determine the acceptability of work performed under this CONTRACT, and will decide all questions which may arise relative to the proper performance of this CONTRACT, and his decision shall be final and conclusive.

ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitation, or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered into under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 15 - CHANGES

The CITY may make changes within the general scope of services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this CONTRACT by oral or other directions intended to substitute

for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

ARTICLE 16 - CITY REPRESENTATIVE

For purposes of this CONTRACT, the City Representative will be the Public Works Director of the CITY. The City Administrator, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

ARTICLE 17 - NOTICE

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT:

Attn: Mike Busch, P.E.
Senior Project Manager
Oates Associates
720 Olive, Suite 700
St. Louis, MO 63101

If to CITY:

Attn: James A. Eckrich, P.E., Public Works Director
City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0760

ARTICLE 18- CHOICE OF LAW

This CONTRACT, and all work and other activities governed hereby shall be governed by the laws of the State of Missouri.

ARTICLE 19 - CONFLICTS

In the event of any conflict or discrepancy between the terms of this CONTRACT and those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

ARTICLE 20 - SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

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

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

CITY OF CHESTERFIELD

OATES ASSOCIATES, INC.

Signature – Mike Giesel

Signature -

City Administrator
Title

Title

ATTEST:

ATTEST:

Vickie McGownd, City Clerk

(SEAL)

(SEAL)

Scope of Engineering Services

Engineering services are required for the preparation of contract plans, specifications, and estimates (PS&E) for the construction of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane.

The proposed improvements include pavement reconstruction, new construction on new alignment, shoulders, precast box culvert, multi-use path, and other miscellaneous work as required to complete the project in accordance with the City of Chesterfield and St. Louis County standards. Estimated hours and assumptions have been developed following the outlined scope of work listed below.

1. Field Surveys

This work will include full topographic and ROW survey. We will establish all existing topographic features. Existing LiDAR data will be used to supplement the field survey, and survey quality aerial photogrammetry will be provided by Oates Associates to assist with plan development and public coordination. Included in this scope are:

- Contact Missouri One Call for utility locates
- Establish horizontal and vertical control for the project
- Locate visible existing utilities and underground utilities marked by the utility companies
- Locate existing topographic features within the project corridor
- Collect 50' cross sections along alignment, including driveways and street crossings
- Ditch sections immediately up and downstream of the proposed box culvert
- Drone flight to obtain most current aerial imagery
- Prepare an electronic base map of existing topographic features

Not included in this scope:

- Centerline staking
- ROW / Property staking

2. Conceptual Plans (15% Plans)

Conceptual design and plan preparation will be initiated. Conceptual plans will be approximately 15% complete, including plan and profile, property impacts, and utility impacts. This phase will be completed by the end of December 2021 to assist with preparation of an STP grant application. Included in this scope are:

- Establish the design criteria
- Review traffic study completed by GBA and evaluate findings
- Establish the horizontal alignment
- Establish the vertical alignment
- Develop conceptual typical sections
- Evaluate Wild Horse Creek Road intersection
 - Intersection capacity analysis
 - Turn lane warrants
 - Traffic signal warrants

- Coordination with St. Louis County
- Conceptual plan sheets with right of way and utility conflicts identified
- Conceptual cross sections to determine construction limits
- Conceptual plans to include all roadway elements, shared use path / sidewalk, drainage, box culvert replacement, retaining wall layouts, and restoration limits.
- Review conceptual plans with City
- Assist City with STP grant application
 - Prepare conceptual exhibits to be included with the application
 - Prepare conceptual cost estimates for the application
 - Attend City run public meeting during application process

No modifications to the bridge on Walnut Hill Road are anticipated. Oates will evaluate any potential impacts the project may have on the bridge to confirm.

3. Project Development

Oates will coordinate with those agencies responsible for issuing any permits, approvals, or clearances, whether environmental or otherwise, that might be required. This phase will include:

- Complete Request for Environmental Review (RER) through MoDOT LPA website
- Complete and submit Section 106 form
- Complete coordination for Threatened & Endangered Species clearance

Two open house style public meetings are anticipated, one during the STP grant application process and one after preliminary plans are complete. If an in-person meeting is not feasible, Oates will coordinate a virtual public meeting. Included in this scope are:

- Develop strip map of proposed improvements
- Develop fact sheet for the project
- Develop questionnaire / comment form for meetings

Oates will also provide monthly status updates for duration of project, estimated at 24 months.

4. Utility Coordination

All available information will be compiled, and key facilities identified. Two submittals will be made to the utility companies, the first at the preliminary plan submittal, and the second at the final plan submittal. Included in this scope are:

- Provide updated plans at project milestones for distribution to the utility companies, anticipated to be preliminary plans and final plans
- Identify potential utility conflicts and evaluate design alternatives
- Coordinate with utility companies for any potential relocations
- Utility coordination meeting with all utilities (assume one meeting)
- Coordinate with Ameren to confirm relocated pole locations (assume one meeting)

5. Hydraulic Analysis / Permitting

This work will include review of available record hydraulic information, delineate drainage areas, and provide discharge calculations, creation of existing and proposed HEC-RAS model, culvert sizing, required permits, and coordination with MSD, USACE, and MoDNR. Included in this scope are:

- Review of all available record data
- Compare stream cross sections with FIRM maps
- Field check to verify existing conditions
- Discharge calculations
- Analyze backwater conditions from Caulk's Creek Tributary for north culvert
- Box culvert sizing
- HEC-RAS model
- No-rise certificate coordinated through MSD/MoDNR
- Flood plain development permit through the City
- 404 Permit Coordination (Nationwide permit is assumed)
- NPDES permit
- Scour analysis
- MSD, USACE, and MoDNR Coordination

6. Geotechnical Investigation

This task will include taking soil borings near the roadway realignment, retaining walls, and small box culvert, and providing a report. All geotechnical work will be completed by SCI. Included in this scope are:

- Complete 6 soil borings (assume all soil borings will be taken on existing ROW)
- Provide report of findings

7. Preliminary Plans

Preliminary design will be completed to reconstruct Wilson Ave, including new pavement, shoulders, intersection improvements, drainage improvements, and associated improvements to prepare detailed preliminary plans. Roadway will be designed one foot above the 100-year high water elevation per City code. All design and plan preparation will be completed in MicroStation. Included in this scope are:

- Refine proposed typical sections
- Refine the horizontal and vertical alignment from the Alignment Study
- Roadway profile to be a minimum of one foot above the 100-year high water elevation
- Develop preliminary plan and profile with right of way and utility conflicts identified
- Layout preliminary pavement, intersections, and shared use path and sidewalks
- Layout proposed retaining walls
- Preliminary cross sections every 50 feet to determine construction limits and impacts
- Prepare preliminary estimate of cost
- Complete field check of proposed improvements

- Review meeting with City staff to discuss impacts
- Preliminary plan submittal

8. Final Plans

This phase includes two submittals- one complete pre-final (95%) submittal of all documents for review and comment, and one final (100%) submittal of all documents for construction (PS&E). All City review comments will be incorporated, along with any ROW commitments. Final plans include the following:

- Cover Sheet
 - Location map / project limits
 - Index of Sheets / List of State Standards
- General Notes
- Summary of Quantities
- Schedules
- Typical Sections
 - Existing and proposed covering the entire project
 - Includes shared use path and sidewalks
 - Legend provided on all sheets
- Construction Details
 - Miscellaneous details
 - Entrance details
 - Traffic control / signing details
 - Retaining wall details
 - Alignment and Ties
- Specialty plan sheets – on separate plan and profile sheets
 - Intersection Warping Plans
 - Maintenance of Traffic Plans
 - Pavement Marking Plans
 - Storm Water Pollution Prevention Plans
- Plan and Profile Sheets
- Cross Sections
 - Provide sections at 50-foot intervals
 - Show existing & proposed right of way
 - Show existing utilities
 - Provide centerline elevations and cross-slopes
 - Provide cut and fill areas
- Contract Documents
 - Front End Documents (from City template)
 - Job Specific Special Provisions
 - ROW Commitments
 - Schedule of Prices
 - Working Day Study
 - Engineer's Opinion of Probable Construction Cost
- Pre-Final Plan Submittal
- Final PS&E Submittal

It is assumed that the City will coordinate the bidding process and any formal responses to bidders' questions. Oates will provide input to the City on potential responses as needed.

9. Right Of Way

Establish existing and proposed right of way and easement lines; prepare right of way plans, individual parcel plats and legal descriptions for an estimated 8 parcels. Included in this scope are:

- Research and review record right of way and property information
- Obtain and review title commitments for 8 parcels
- Locate and tie in existing monumentation
- Establish existing right of way, easements (shown on recorded plats), and property lines that adjoin the project
- Establish the proposed right of way corridor
- Prepare right of way plans
- Prepare parcel exhibits
- Prepare legal descriptions

It is assumed that the City will complete the right of way acquisition process. No formal ROW or property corner staking is included in this scope of work.

10. Construction Phase Services

Construction phase services can be added as requested by the City. We routinely provide Shop Drawing Reviews, Construction Observation, Project Documentation, and Record Drawings for our Municipal clients.

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Wilson Ave Improvements
 SECTION: Wild Horse Creek to just past Walnut Hill near Baxter Crossing Lane
 COUNTY: St. Louis
 JOB NO.: 220130.001

COST ESTIMATE OF CONSULTANT SERVICES
 (COST PLUS FIXED FEE)

OVERHEAD RATE: 161.84%

FIXED FEE RATE: 14.00%

DBE DROP BOX	ITEM	PERSON HOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	DBE TOTAL (G)	TOTAL (B+C+D+E+F)	% OF GRAND TOTAL
	1.0 FIELD SURVEYS	247	\$9,884.94	\$15,997.79		\$3,623.58		\$0.00	\$29,506.31	9.98%
	2.0 CONCEPTUAL PLANS (15%)	302	\$15,208.72	\$24,613.79		\$5,575.15		\$0.00	\$45,397.66	15.35%
	3.0 PROJECT DEVELOPMENT REPORT	204	\$9,571.68	\$15,490.81		\$3,508.75		\$0.00	\$28,571.24	9.66%
	4.0 UTILITY COORDINATION	56	\$2,735.60	\$4,427.30		\$1,002.81		\$0.00	\$8,165.71	2.76%
	5.0 HYDRAULIC REPORT	233	\$12,367.64	\$20,015.79		\$4,533.68		\$0.00	\$36,917.11	12.48%
	6.0 GEOTECHNICAL REPORT	16	\$880.64	\$1,425.23		\$322.82	\$10,200.00	\$0.00	\$12,828.69	4.34%
	7.0 PRELIMINARY PLANS	300	\$13,128.00	\$21,246.36		\$4,812.41		\$0.00	\$39,186.77	13.25%
	8.0 FINAL PLANS	499	\$21,392.13	\$34,621.02		\$7,841.84		\$0.00	\$63,854.99	21.59%
	9.0 RIGHT OF WAY	213	\$9,678.72	\$15,664.04	\$2,400.00	\$3,547.99		\$0.00	\$31,290.75	10.58%
	10.0 CONSTRUCTION PHASE SERVICES	0	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	0.00%
				\$0.00						
	TOTALS:	2,070	\$94,848.07	\$153,502.13	\$2,400.00	\$34,769.03	\$10,200.00	\$0.00	\$295,719.23	100%

DBE %: 0%

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 JOB NO.: 220130.001

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS		6	8			22	15	108	88	247	
1.1 horizontal & vertical control		2	2			4		20	20	48	NAD 83 (2011) & NAVD 88, GPS derived
research control location / coordinates, elevations, closure route											n/a
set control point monuments in field / 3-point ties											n/a
set control point coordinates & elevations / GPS								8	8	16	
traverse between control points in field								4	4	8	
elevation loop between benchmarks in field								8	8	16	
office calculations / coordinates, elevations, closure		2	2			4				8	
1.2 topography		2	2			12	8	52	52	128	
locate existing utilities						4		4	4	12	Mo One Call
topo / profile / cross sections (surface features)		2	2			8		48	48	108	2,300' (100' wide) & 400' down side streets
project photos							8			8	document existing conditions
supplemental field surveys											n/a
1.3 drone survey		2				6		16	16	40	obtain most current aerial
Set GCP targets		1				2			8	11	
Drone flight								8	8	16	
process for aerial		1				4		8		13	
1.4 process survey data for CADD			4				7	20		31	
draw existing topo			2				2	8		12	
create & process TIN surface			2				1	8		11	
field review and edit topo & TIN							4	4		8	
1.5 staking											n/a
2.0 CONCEPTUAL PLANS (15%)	8	4	88				198	4		302	15% plans
2.1 data collection	3		34				56			93	
develop design criteria			1				4			5	per MoDOT LPA and City standards
develop existing & proposed typical sections			1				4			5	assume 2 sections
review traffic study prepared by GBA	2		24				40			66	
confirm findings with the City	1		8				8			17	

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 COUNTY: St. Louis
 JOB NO.: 220130.001

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
2.2 conceptual design development	4		27				68	4		103	
evaluate horizontal and vertical alignments	1		4				16			21	review previous concepts and evaluate
pavement analysis & design											n/a
layout intersection geometrics	1		4				16			21	at Wild Horse Creek Rd
evaluate turn lane warrants			1				4			5	
evaluate traffic signal warrants			1				4			5	
review intersection site distance			1				4	4		9	
coordination with St. Louis County	2		16				24			42	assume 1 submittal
2.3 conceptual plan development	1	4	27				74			106	assume 5 plan sheets
plan- alignment/ stationing/ curve data							2			2	
pavement/ shoulders/ curbs/ shared use path/ sidewalks			2				8			10	
intersection labeling							1			1	
construction limits			1				2			3	
right-of-way/ owners			1				2			3	
benchmarks/ control points							1			1	
profile- grades/ elevations/ curve data			1				2			3	
conceptual retaining wall layouts			2				4			6	
culvert & ditch labeling			2				4			6	
cross sections / templates			4				24			28	based on LiDAR survey
prepare exhibits for inclusion in STP grant application			2				8			10	
prepare cost estimate for STP grant application	1		4				8			13	
assist City with STP application		4	8				8			20	
3.0 PROJECT DEVELOPMENT REPORT	2		54				108	40		204	
3.1 environmental coordination	1		8				40	24		73	assume programmatic CE
MoDOT RER form	1		4				16			21	
prepare maps and exhibits							4	8		12	
section 106 coordination			2				12	8		22	includes structure photos
threatened & endangered species coordination			2				8	8		18	memo, tree photos
3.2 public outreach	1		22				68	16		107	assume one public meeting
prepare project fact sheets and exhibits for meeting	1		8				40	16		65	
prepare sign in sheets / comment forms / etc.			2				8			10	
attend public meetings			8				8			16	assume 2 meetings, 2 attendees
compile comments from attendees			4				12			16	summarize comments
3.3 monthly status reports			24							24	assume 24 months

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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
4.0 UTILITY COORDINATION			16				40			56	
4.1 utilities			16				40			56	
request type, size & location of existing facilities							4			4	request facilities maps
verify type, size & location of existing facilities			1				4			5	
evaluate conflicts for design alternatives			4				16			20	
provide design plans to utilities			1				4			5	assume 2 submittals
coordination meetings with utilities			8				8			16	assume 1 general meeting, 1 with Ameren
review utility adjustment / relocation plans from utilities			2				4			6	
5.0 HYDRAULIC REPORT	7	45	37				144			233	assume 8x4 box
5.1 data collection	1	9	2				20			32	
assemble USGS mapping, review previous study	1	4	1				8			14	
initial coordination with MSD		2	1				4			7	
review flood insurance studies		2					4			6	
site visit (photos, "n" values, field coordination)		1					4			5	
5.2 computations	2	6					24			32	
drainage area computations		1					4			5	
discharge computations & analysis	1	2					8			11	
determine structure size and type	1	2					8			11	
scour analysis		1					4			5	
5.3 water surface profiles		12					24			36	
natural condition (10-,30-,50-,100-year)		4					8			12	
existing condition (10-,30-,50-,100-yr & overtopping)		4					8			12	
proposed condition (10-,30-,50-,100-yr & overtopping)		4					8			12	
5.4 permits	4	18	35				76			133	
404 permit through USACE / MoDNR		2	2				8			12	assume nationwide permit
report / calcs to MSD	2	4	16				24			46	assume 2 submittals
address MSD comments		4	8				16			28	
final report to MSD	2	4	4				8			18	
no-rise certificate		2	1				8			11	
floodplain development permit		2	2				8			12	through City
NPDES permit			2				4			6	through MoDNR
6.0 GEOTECHNICAL REPORT			8				8			16	coordination with SCI

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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
7.0 PRELIMINARY PLANS	9		55				122	114		300	50% plans
7.1 cover sheet			1				1	4		6	
7.2 typical sections			1				2	4		7	refine from conceptual
7.3 road plan/profile sheets	2		14				21	34		71	refine from conceptual - assume 5 sheets
plan- alignment/ stationing/ curve data								2		2	
pavement/ shoulders/ shared use path/ sidewalks			1				1	4		6	
intersections			2				8	12		22	assume 3 intersections
entrances/ access roads			1				2	6		9	assume 3 entrances
guardrail/ barriers			1				2	4		7	check warrants
culverts / ditches			1					2		3	
construction limits / identify ROW or easement needs								4		4	
cross-references	2		8				8			18	
7.4 specialty plan sheets	2		8				26	32		68	
intersection warping sheets	1		4				8	12		25	assume 3 intersections
maintennace of traffic sheets			1				8	8		17	
traffic signal plans											n/a
pavement markings & signage							1	4		5	
lighting plans											n/a
SWPPP			1				1	4		6	
landscape plans											n/a
retaining wall layouts	1		2				8	4		15	assume one location
7.5 preliminary cross-sections/ earthwork	1		7				32	24		64	based on topo survey - 50 ft centers
cut existing sections/ develop existing cross-section elevations			2				8			10	
proposed roadway templates	1		2				16	4		23	
end areas/ earthwork estimate			1				2	8		11	
plot & label ROW			1				2	4		7	
plot & label utilities			1				4	8		13	
7.6 submittals	4		24				40	16		84	50% plans to City
develop preliminary cost estimate	1		4				8			13	
field check with City			8				8			16	
submit to City and address comments	2		8				16	8		34	
submit plans to City for approval	1		4				8	8		21	

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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
8.0 FINAL PLANS	17	5	87				134	256		499	2 submittals - 95% pre-final and 100% PS&E
8.1 quantities	1	5					13	52		71	quantity takeoffs and schedules
pay items & code numbers		1					1	4		6	
pavement schedule & quantities		1					2	8		11	
entrances schedule & quantities							1	4		5	
pavement markings schedule & quantities							1	4		5	
removals schedule & quantities							1	4		5	
earthwork schedule & quantities		1					4	8		13	
other schedules & quantities							1	4		5	
summary of quantity schedule	1	2					2	16		21	
8.2 typical sections			1				1	4		6	finalize
8.3 construction detail sheets	1		6				12	40		59	
side streets & entrances			1				1	4		6	
pavement details							1	4		5	
s/w ramp details/ sheets			1				2	4		7	for shared use path
drainage structures	1		1				4	8		14	box culvert details
retaining walls			2				2	8		12	
guardrail/ barriers			1				1	4		6	
survey tie points							1	8		9	3 point ties
8.4 intersection sheets			1				2	12		15	finalize warping details
8.5 maintenance of traffic			1				4	8		13	assume partial closures & detour
8.6 road plan/profile sheets	2		4				8	40		54	assume 5 sheets - finalize
8.7 cross sections			2				8	40		50	50 ft centers - finalize
8.8 contract documents	3		34				24			61	
job special provisions	2		24				4			30	
work day study			2				8			10	
unit costs			4				4			8	via bid tabs pro
estimate of cost	1		4				8			13	
8.81 pre-final PS&E submittal	4		24				44	32		104	95% ps&e submittal
field check proposed improvements			8				8			16	
review meeting with City staff			4				4			8	
pre-final plan submittal	2		4				8	8		22	
address pre-final plan comments	2		8				24	24		58	

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Wilson Ave Improvements
 SECTION: Wild Horse Creek to just past Walnut Hill near Baxter Crossing Lane
 COUNTY: St. Louis
 JOB NO.: 220130.001

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
8.82 final PS&E submittal	6		14				18	28		66	100% ps&e submittal and bid support
plot and assemble final plans	2		4				4	8		18	
copy and review final CADD files							1	8		9	
copy and assemble computations							1	4		5	
copy and assemble contract documents			2				4			6	
final submittal and close-out	4		8				8	8		28	
attend pre-bid meeting											not included
assist City with bidder questions											not included
attend pre-construction meeting											not included
9.0 RIGHT OF WAY	2	21	12			62	36	64	16	213	assume 8 parcels
9.1 survey		8				32		16	16	72	establish existing
research record information						8				8	
review title reports						8				8	assume 8 parcels
locate and tie existing monumentation								16	16	32	pickup from previous project
reconcile monumentation with record information		4				8				12	
establish existing ROW & property lines		4				8				12	
9.2 documents	2	11	10			26	36	40		125	proposed
set proposed ROW	1		2				8			11	
calculate lot closures and areas		1				2	8			11	
prepare legal descriptions		4				16				20	assume 8 @ 2 hrs each
prepare ROW plans	1	2	8				20	8		39	assume 5 sheets @ 4 hours each
prepare parcel plats		4				8		32		44	assume 8 @ 4 hrs each
9.3 submittals		2	2			4		8		16	ROW plans to City
10.0 CONSTRUCTION PHASE SERVICES											May be negotiated later.

FIRM: OATES ASSOCIATES, INC.
PRIME/SUPPLEMENT: PRIME

PAYROLL RATES

ESCALATION FACTOR: 3.360%

NOTE: CURRENT RATES ARE AS OF JULY 1, 2021

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$82.14	\$84.90
SR. PROFESSIONAL II	\$73.17	\$75.63
SR. PROFESSIONAL I	\$67.19	\$69.45
PROFESSIONAL IV	\$61.69	\$63.76
PROFESSIONAL III	\$55.88	\$57.76
PROFESSIONAL II	\$45.31	\$46.83
PROFESSIONAL I	\$39.30	\$40.62
JUNIOR PROFESSIONAL	\$30.98	\$32.02
TECHNICIAN III	\$49.76	\$51.43
TECHNICIAN II	\$41.52	\$42.92
TECHNICIAN I	\$30.00	\$31.01
TECHNICIAN	\$25.48	\$26.34
TECHNICIAN INTERN	\$15.80	\$16.33



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

October 15, 2021

Michael D. Busch, P.E.
Oates Associates, Inc.
720 Olive Street, Suite 1660
St. Louis, Missouri 63101

RE: Proposal for Geotechnical Exploration
Wilson Road Culvert Replacements
Chesterfield, Missouri
SCI No. 2014-0139.11

Dear Michael Busch:

SCI Engineering, Inc. (SCI) is providing this revised proposal for geotechnical exploration for the above referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the foundations and earth-related phases of the project.

PROJECT DESCRIPTION

The project consists of the realignment of Wilson Road in Chesterfield, Missouri. The realignment will include a new culvert crossing, approximately 900 feet south of the intersection of Wild Horse Creek Road and Wilson Road. Tentative information indicates the culvert will be an approximate 8-foot by 4-foot box culvert. At this time, a grading plan is not available, however, we anticipate that some minor grade changes, up to 5 feet, may be needed to establish finished grades. While some grade changes are expected, for the purposes of developing this scope of work, we have assumed that rigorous evaluation of slope stability at the culvert will not be required based on the relatively low fill heights. In addition to the culvert, two retaining walls are anticipated to be at the previously referenced intersection.

GEOTECHNICAL SERVICES

SCI will locate the borings in the field, by using a Trimble handheld GPS unit. We will reference surface elevations at the boring locations to on-site benchmarks. We request that Oates Associates, Inc. (Oates) survey the boring locations after the completion of drilling.

We will then explore the subsurface conditions by exploring two locations at the culvert location, two locations at the retaining walls, and two locations in the new roadway alignment. We anticipate that traffic control will not be required for the completion of the exploration and has not been included in this proposal. Should traffic control be required it would be provided at cost plus 15 percent. The explorations will be advanced to depths ranging from 30 feet for the culverts, unless auger refusal terminates the explorations at a shallower depth, to 10 feet on the roadway alignment. The retaining walls will be performed to a nominal depth of 25 feet. The exploration will be performed in general accordance with Missouri Department of Transportation (MoDOT) Section 321 Geotechnical Guidelines including providing a qualified staff engineer or geologist for collecting and logging the samples in the field.

The exploration will include a combination of soil test borings and piezocone penetration testing. The borings will be sampled with Standard Penetration Tests (SPTs) at 2½-foot intervals in the upper 10 feet and 5-foot intervals thereafter. At the completion of drilling, the boreholes will be backfilled with bentonite chips. If auger refusal is achieved prior to achieving the 30-foot depth, at least one of the borings will be advanced with rock coring techniques to a depth of 5 feet into the rock. Relatively undisturbed Shelby tube samples will be collected at select locations in-lieu of SPT samples. The moisture content of each cohesive sample will be measured.

The CPTu tests are conducted in accordance with ASTM D5778 *Standard Test Method for Performing Electronic Friction Cone and Piezocone Penetration Testing of Soils*. The CPTu hydraulically pushes an instrumented cone through the soil, while in situ measurements of tip and side resistance and porewater pressure are recorded on a portable computer every one inch.

Atterberg limits tests and grain size analyses may be performed on selected samples to aid in classification of the subgrade soils. Unconfined compression tests will be performed on the Shelby tube samples to aid in the determination of strength and quality of the soils encountered. The results of our field exploration and laboratory tests will be presented on MoDOT boring logs.

Our engineering staff will analyze the results of the field exploration and laboratory testing. Our findings and recommendations, along with supporting data, will be presented in a formal report. We will provide the following recommendations for the culvert foundation design:

- Foundation types appropriate for support of the proposed structures
- Appropriate LRFD geotechnical design parameters including: geotechnical friction resistance, geotechnical bearing resistance, and recommended geotechnical resistance factors
- Subgrade preparation recommendations

COST AND SCHEDULE

SCI will provide the above geotechnical services for a lump sum fee as provided in Table 1. We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, about two weeks thereafter. We anticipate that the exploration will be completed in about two days; however, we cannot mobilize the exploration rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately four weeks following the field exploration. The culvert, retaining walls, and subgrade will be covered in a single report.

Table 1 –Fees

Geotechnical Scope of Services	Cost
Field Work (No Prevailing Wage Rates)	3,800.00
Laboratory	1,500.00
Engineering/Analysis	2,900.00
Total without Prevailing Wage	8,200.00
Traffic Control (If needed, estimated costs)	2,000.00

CONDITIONS

- The above fee is based on a maximum of 140 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for \$35.00 per foot of soil drilling. Rock coring is not anticipated, so is not included in the budget.
- No costs associated with union labor or permits are included in this proposal.
- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.
- We routinely contact the system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

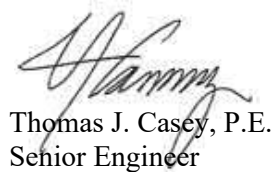
CLIENT RESPONSIBILITIES AND AUTHORIZATION

Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions or if you would like to discuss the above scope in any way.

Respectfully,

SCI ENGINEERING, INC.



Thomas J. Casey, P.E.
Senior Engineer

TJC//snp

Enclosures: Acceptance of Proposal for Professional Services
 General Terms and Conditions



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: _____ Wilson Road Culvert Replacements – Geotechnical Exploration _____

Project Number: _____ 2014-0139.11 / TJC _____

Date: _____ October 14, 2021 _____

Fee: _____ As detailed in the enclosed proposal _____

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____

Report Distribution (Note: Additional report copies after final submittal will be billed at \$25.00 each)

Company Name:	Address:	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase

additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. SITE SAFETY With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of

regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

15. FAILURE TO FOLLOW RECOMMENDATIONS SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
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PROJECT TIME SCHEDULE

Conceptual Design: November – December 2021

Field Surveys: December 2021 to January 2022

Public meeting: January 2022

Grant application: February 2022

Preliminary Design: March – May 2022

Preliminary Plan review and approval: June – July 2022

MSD, USACE and MoDNR Coordination: September 2022

Right-of-Way Plans review and approval: August – September 2022

Right-of-Way Acquisition: October 2022 – October 2023

Utility Coordination: March 2023

Final Plan, Specification, and Estimate review and approval: October – December 2023

OTHER LEGISLATION

Bill No. 3364 - Amendment to Liquor License Requirements – An ordinance amending Chapter 600, Article II, Section 1 of the City of Chesterfield Municipal Code to revise language pertaining to liquor license requirements **(Second Reading)**
Department of Planning recommends approval

Bill No. 3369 - Wildhorse Village – Installation of Fire Hydrants – Approves the installation of thirteen (13) fire hydrants at Wildhorse Village located within the City of Chesterfield **(First & Second Readings)** **Department of Public Works recommends approval**

UNFINISHED BUSINESS

NEW BUSINESS

BILL NO. 3364

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 600, ARTICLE II, SECTION 1 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE TO REVISE LANGUAGE PERTAINING TO LIQUOR LICENSE REQUIREMENTS.

WHEREAS, Chapter 600 of the City's Municipal Code requires any establishment issued a liquor license to be located at least one-hundred feet away from any school, church or other place of worship; and,

WHEREAS, Municipal Code defines the measurement of this distance as property line to property line; and,

WHEREAS, the State of Missouri establishes this distance as measured in a straight line from the nearest point of the licensed premises to the nearest point of the nearest school, church or other building regularly used as a place of religious worship; and,

WHEREAS, the City Council of the City desire to amend the Municipal Code to reflect the requirements of state law;

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

Section One: 600.040 of the City Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 600.040 **Sales Of Liquor Prohibited Near Schools and Churches**

- A. No license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within one hundred (100) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the City Council, except that when a school, church or place of worship shall hereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.
- B. Subsection (A) of this Section shall not apply to a license issued by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor pursuant to Section 311.218, RSMo., or to a license issued to any church, school, civic, service, fraternal, veteran, political, or charitable club or organization which has obtained an exemption from the payment of Federal taxes.

- C. Subsection (A) of this Section shall not apply to any premises holding a license issued before January 1, 2004, by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor. To retain a license under this Subsection, the licensed premises shall not change license type, amend the legal description, or be without a liquor license for more than ninety (90) days.
- D. The distance of one hundred (100) feet shall be measured from the nearest point of the licensed premises to the nearest point of the nearest school, church, or other building regularly used as a place of religious worship.

Section Two: The Mayor and City Council are hereby authorized and directed to approve the amendment on behalf of the City.

Section Three: All ordinances or parts of ordinance in conflict with this Ordinances are hereby repealed and replaced.

Section Four: Where this Ordinance differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section Five: This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/18/2021

BILL NO. 3364

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 600, ARTICLE II, SECTION 1 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE TO REVISE LANGUAGE PERTAINING TO LIQUOR LICENSE REQUIREMENTS.

WHEREAS, Chapter 600 of the City's Municipal Code requires any establishment issued a liquor license to be located at least one-hundred feet away from any school, church or other place of worship; and,

WHEREAS, Municipal Code defines the measurement of this distance as property line to property line; and,

WHEREAS, the State of Missouri establishes this distance as measured in a straight line from the nearest point of the licensed premises to the nearest point of the nearest school, church or other building regularly used as a place of religious worship; and,

WHEREAS, the City Council of the City desire to amend the Municipal Code to reflect the requirements of state law;

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

Section One: 600.040 of the City Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 600.040 **Sales Of Liquor Prohibited Near Schools and Churches**

- A. No license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within one hundred (100) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the City Council, except that when a school, church or place of worship shall hereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.
- B. Subsection (A) of this Section shall not apply to a license issued by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor pursuant to Section 311.218, RSMo., or to a license issued to any church, school, civic, service, fraternal, veteran, political, or charitable

club or organization which has obtained an exemption from the payment of Federal taxes.

- C. Subsection (A) of this Section shall not apply to any premises holding a license issued before January 1, 2004, by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor. To retain a license under this Subsection, the licensed premises shall not change license type, amend the legal description, or be without a liquor license for more than ninety (90) days.
- D. The distance of one hundred (100) feet shall be measured from the ~~closest edge of the property line on which the school, church or other building used as a place of religious worship is located on a direct line to the closest edge of the property line on which the proposed licensed establishment is to be located.~~ nearest point of the licensed premises to the nearest point of the nearest school, church, or other building regularly used as a place of religious worship.

Section Two: The Mayor and City Council are hereby authorized and directed to approve the amendment on behalf of the City.

Section Three: All ordinances or parts of ordinance in conflict with this Ordinance are hereby repealed and replaced.

Section Four: Where this Ordinance differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section Five: This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/18/2021

BILL NO. 3369

ORDINANCE NO. _____

APPROVES THE INSTALLATION OF THIRTEEN (13) FIRE HYDRANTS AT WILDHORSE VILLAGE LOCATED WITHIN THE CITY OF CHESTERFIELD.

WHEREAS, at a duly called meeting of the Board of Directors of the Monarch Fire Protection District, the placement of certain fire hydrants was approved; and,

WHEREAS, it is necessary for the authorization of the placement of said fire hydrants by ordinance.

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

Section 1. The placement of the following fire hydrants at such exact locations as specified by the Insurance Services Office of Missouri and as approved by the Board of Directors of the Monarch Fire Protection District are hereby approved by the City of Chesterfield for installation:

Thirteen (13) fire hydrants at the following locations:

1. On the west side of Parkview Terrace approximately 130 feet south of the centerline of Wild Horse Creek Road.
2. On the northwest corner of the intersection of Parkway Terrace and Wildhorse Lake Boulevard.
3. On the north side of Wildhorse Lake Boulevard approximately 310 feet east of the centerline of Parkview Terrace.
4. On the north side of Wildhorse Lake Boulevard approximately 280 feet west of the centerline of Lakeview Terrace.
5. On the southwest corner of the intersection of Lakeview Terrace and Wild Horse Creek Road.
6. On the north side of Wildhorse Lake Boulevard approximately 60 feet east of the centerline of Lakeview Terrace.
7. On the north side of Wildhorse Lake Boulevard approximately 370 feet east of the centerline of Lakeview Terrace.
8. On the east side of Wildhorse Lake Boulevard approximately 70 feet north of the centerline of Vista Place.
9. On the east side of Wildhorse Lake Boulevard approximately 225 feet south of the centerline of Vista Place.
10. On the east side of Wildhorse Lake Boulevard approximately 510 feet south of the centerline of Vista Place.
11. On the east side of Wildhorse Lake Boulevard approximately 120 feet north of the centerline of Burkhardt Place.
12. On the south side of Wildhorse Place approximately 243 feet west of the centerline of Wildhorse Lake Boulevard.
13. On the south side of Wildhorse Place approximately 100 feet east of the centerline of Burkhardt Place.

Section 2. The Missouri American Water Company is authorized to install said fire hydrants at the aforesaid locations.

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/01/2021

RECEIVED

MAR 05 2021

City of Chesterfield, Department of Planning

I, Cary Spiegel, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 1st day of March, 2021, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 13 public fire hydrant(s) in **Wildhorse Village** (subdivision) as follows:

1. On the west side of Parkview Terrace approximately 130 feet south of the centerline of Wild Horse Creek Road.
2. On the northwest corner of the intersection of Parkview Terrace and Wildhorse Lake Boulevard.
3. On the north side of Wildhorse Lake Boulevard approximately 310 feet east of the centerline of Parkview Terrace.
4. On the north side of Wildhorse Lake Boulevard approximately 280 feet west of the centerline of Lakeview Terrace.
5. On the southwest corner of the intersection of Lakeview Terrace and Wild Horse Creek Road.
6. On the north side of Wildhorse Lake Boulevard approximately 60 feet east of the centerline of Lakeview Terrace.
7. On the north side of Wildhorse Lake Boulevard approximately 370 feet east of the centerline of Lakeview Terrace.
8. On the east side of Wildhorse Lake Boulevard approximately 70 feet north of the centerline of Vista Place.
9. On the east side of Wildhorse Lake Boulevard approximately 225 feet south of the centerline of Vista Place.
10. On the east side of Wildhorse Lake Boulevard approximately 510 feet south of the centerline of Vista Place.
11. On the east side of Wildhorse Lake Boulevard approximately 120 feet north of the

centerline of Burkhardt Place.

12. On the south side of Wildhorse Place approximately 243 feet west of the centerline Wildhorse Lake Boulevard.
13. On the south side of Wildhorse Place approximately 100 feet east of the centerline of Burkhardt Place.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Wildhorse Village (subdivision) to be 3,000 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 13 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 1st day of March, 2021.



FIRE CHIEF